FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 2582

DATE FILMED 8-7-95 CAMERA NO. 4

CAMERAMAN M.R.J.

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Dole for Senate Committee
606 Merchants National Bank
Topeka, Kansas 66611

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FEDERAL ELECTION COMMISSION
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-Pat Moon 189

January 29, 1988

Mr. Lawrence M. Noble
General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Dear Mr. Noble:

Pursuant to 2 USC 437g(a)(1) and 11 CFR 111.4, I hereby request the Federal Election Commission (FEC) to thoroughly investigate a matter that has come to my attention through an article in the Kansas City Star.

I have attached a copy of the article that appeared in the Star on January 28, 1988. The article reports allegations that various individuals may have been improperly reimbursed by Birdview Satellite Communications Inc., for their contributions to the Dole for Senate Committee (DFS) in 1984. I have also attached a list of those individuals identified in the Star article along with their addresses from the Dole for Senate 1984 FEC report.

Dole for Senate strongly desires to refund any illegal contributions. However, because of the confusing nature of the allegations, it is unclear whether DFS should make refunds to the individuals named or to the corporation that is alleged to have reimbursed those individuals. Accordingly, an FEC investigation would help DFS in its efforts to ensure compliance with all relevant FEC requirements.

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Because neither Senator Dole nor I have any personal knowledge of these transactions, it is our hope that the FEC will conduct a thorough and prompt investigation.

I appreciate your assistance in this matter. Please let me know if I can help in any way.

Sincerely,

Charles L. Clinkenbeard

Charles L. Clinkenbeard
Treasurer
Dole for Senate

I, Charles L. Clinkenbeard, being duly sworn, state, upon information and belief, that the above is true.

Subscribed and sworn to me before me on this 27th day of January, 1988.

Charles L. Clinkenbeard
Charles L. Clinkenbeard

Notary Public
My Commission expires: [illegible] 91

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Charles A. Ross
10748 Larson
Overland Park, KS 66212

Steven Small
933 South Evergreen
Chanute, KS 66720

David K. Hamilton
219 South Westview
Chanute, KS 66720

Birdview Satellite Communications Inc.
Overland Park, Kansas
(in bankruptcy)

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The Kansas City Star, Thursday, January 28, 1988

Donations to Dole effort may have been illegal

Birdview firm allegedly repaid workers

By Bill Dalton, Rich Hood and Andrew C. Miller
staff writers
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The 1986 Senate campaign of Kansas Republican Bob Dole received thousands of dollars in what may have been illegal campaign contributions from executives of a now-bankrupt Overland Park company.

Former executives of Birdview Satellite Communications Inc. say they were encouraged or ordered to contribute to Dole's campaign in 1984 and were reimbursed by the company. Federal campaign finance laws prohibit such reimbursements.

Federal Election Commission records and interviews indicate that two former Birdview executives and their spouses made $4,000 in contributions that were later repaid with company funds.

The two told *The Kansas City Star* that they gave to the Dole campaign after they were asked to contribute by Charles A. Ross, Birdview's president at the time, or other company officials.

Records show a total of at least $24,000 in contributions to Dole campaign committees from Birdview employees and their spouses in the last five years.

The Dole campaign said today it had no knowledge of any improper contributions.

Fred Eiland, chief spokesman for the Federal Election Commission in Washington, said campaign finance laws prohibit making contributions in the name of another person. They also prohibit corporations or labor unions from compensating someone for a contribution to a federal election campaign.

"Both situations are problems," he said.

A spokesman for Dole's presidential campaign, Dale Tate, said today, "Nobody even knows who Ross is, other than seeing his name in the newspaper."

Ross denied ordering employees to make political contributions or reimbursing them from Birdview's company funds.

"If that happened, I have no knowledge of it," Ross said. "If that happened, it was at somebody else's direction, not mine."

Eiland would not comment specifically on Birdview. But he said the FEC could take civil action in such situations against the contributors or whoever compensated or reimbursed the contributors.

Questions about the Birdview executives' contributions resemble those in the presidential campaign of Gary Hart, who said last week that he would return donations from four employees of a video producer.

The Dole for Senate campaign has reported a surplus of nearly $2 million,

See Donations, pg. 10A, col. 1

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Donations

continued from pg. 1A

which could be transferred into his presidential campaign if needed.

Ross is a business associate of Dave Owen, a longtime Dole fund-raiser who was a $3,000-a-month consultant to Birdview at the time. Owen later became national finance chief for Dole's presidential campaign. He resigned from the campaign Jan. 14 after questions were raised about his business dealings with the blind trust of Elizabeth Dole, the senator's wife.

Reimbursement alleged

Steven Small, one of Birdview's founders and a former company vice president, said he was "told to make the contribution" by his boss, apparently on orders from Ross.

"I didn't feel right about it, but what could I do? I wasn't in a position to say no," said Small, now a businessman and city commissioner in Chanute, Kan.

Small and his wife each gave $1,000 to the Dole for Senate committee on July 23, 1984.

"I got the $2,000 back. But I don't know if I was reimbursed the next week or next pay period," Small said.

He said he didn't know how many Birdview officers contributed but that it reached into middle-management ranks, including spouses, and may have involved up to $20,000.

David K. Hamilton, a former vice president for finance, said Ross strongly implied that he would receive a bonus "more than adequate" to compensate him for whatever financial hardship a political contribution to Dole might pose.

"It was related to salary, in that we would be compensated in the fashion of a higher salary, a salary adjustment," Hamilton said.

"The compensation I got approximated the contribution. It was slightly more than what I contributed," added Hamilton, now a financial consultant in suburban Kansas City.

Dole for Senate Committee Inc. records show Hamilton and his wife each contributed $1,000 on July 23, 1984.

Hamilton acknowledged that "had it not been for the suggestion that I was going to be receiving a bonus, I guarantee you I would not have ever made a political contribution.

"That was the only contribution I ever made in my life," he added.

Several other former Birdview executives who contributed to the Dole campaign said they did so independently and were not compensated by the company.

EXECUTIVES GAVE TO DOLE

Birdview employees and their spouses gave more than $24,000 to the Dole for Senate election committee and Dole's Campaign America, political action committee, a forerunner to Sen. Bob Dole's presidential campaign organization. Only two of these executives say they were repaid by the company.

Birdview

(Former Birdview vice presidents)		
Steven Small	$1,000	July 23, 1984
Roger Mason	$1,000	Dec. 16, 1983
Steven Phillips	$1,000	Dec. 16, 1983
David K. Hamilton	$1,000	July 23, 1984
(Former Birdview employee)		
Dale A. Galemore	$1,000	July 23, 1984
(Former Birdview president)		
Charles A. Ross	$1,000	Dec. 6, 1983
Charles A. Ross	$1,000	Dec. 27, 1983
Charles A. Ross	$5,000	Nov. 2, 1983*
Charles A. Ross	$5,000	Sept. 25, 1986*
Charles A. Ross	$ 250	Oct. 21, 1985
(Spouses)		
Gunilla Ross	$ 250	Oct. 21, 1985
Gunilla Ross	$5,000	Oct. 16, 1986*
Martha J. Hamilton	$1,000	July 23, 1984
Cynthia A. Galemore	$1,000	July 23, 1984

*Denotes contributions to Campaign America, forerunner to Dole's presidential campaign committee.
(Source: Federal Election Commission records)

But two other former Birdview officials also said political contributions were reimbursed by the company.

Bob Summerville, a former regional sales manager for Birdview, said it was common knowledge at the company that Ross encouraged political contributions by promising that the company would pay the contributors back.

"Anything Bud (Ross) had anyone do was common knowledge . . . (he would say) 'put it on your expense account or charge it to Birdview,' " Summerville said. Summerville said he did not make a contribution.

A fourth former Birdview official, who asked not to be identified because he feared retribution, said he saw a $1,000 check reimbursing an employee for a campaign contribution, which he believed was for a candidate other than Dole.

"I did see an expense report and had conversations with people who said they also gave money to a candidate and ran them through their expense reports," said the ex-company official.

"I was told some were noted as expense advance for 'such and s campaign,' " said the employee, w worked for Birdview during parts 1985 and 1986.

"There was no intent to be real cr tive to cover anything up. It was ope he said. Approval for such reimbur ments came from top management, added.

Ross denied any knowledge of e ployees being reimbursed for campai contributions.

"No doubt there were employees th on their own made donations. To who and for what I don't know. But to m knowledge they were legitimate an aboveboard," Ross said.

Between 1983 and 1986, FEC recor show Ross and his wife contributed mo than $17,000 to Dole's Senate campaig and to Campaign America, a politic action committee that helped set th stage for Dole's presidential committe

Although Ross said he encourage everyone in the company to make co

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tributions, he said he never promised anyone compensation for the donations.

"I know better than that," Ross said.

Eiland said the Federal Election Commission could take action against the candidate's election committee if the committee was aware of the alleged reimbursements.

"But generally the committees don't know these things," Eiland said.

Penalties for campaign finance law violations range from the amount of the contribution to $5,000, whichever is greater.

Reasons for giving

Hamilton said it was Ross who approached him about contributing to Dole, even though Owen was involved in Dole's Senate campaign and occasionally visited Birdview offices in his capacity as a consultant.

But Hamilton recalled that in 1984 he was told that—since the amount of campaign contributions was limited by law—Birdview executives were being encouraged to contribute to lawmakers, including Dole.

"Ross wanted the company to support them as best they could," he said, "and that's why he requested individuals strongly consider making a donation."

Small also said he was told the reason for Birdview employees' contributions was that "the company could only legally give so much."

A former Birdview officer, however, said he was told the reason was that the company needed Dole's influence on legislation.

Ross said he encouraged employees to make contributions to other candidates as well as Dole.

"I made contributions to both parties, and it wasn't restricted to Dole or the Midwest," Ross said.

Small said he believed Ross got heavily involved in politics in an effort to salvage the company, which slid from profitability to bankruptcy in less than a year.

"Ross saw early on that we had to have some political involvement. Home Box Office and the big boys had a tremendously powerful lobby in Washington," Small said. "Ross knew that and somehow the political thing got involved."

Political concerns

About the time the Birdview contributions were made the TV satellite dish industry was unsettled. A political battle was heating up over use of satellite signals and cable companies were threatening to scramble their programs.

In 1982 the industry formed a political action committee called SPACE PAC to raise campaign funds.

Ross served as chairman and president of the political action committee for a time and said members were solicited to make campaign contributions. Federal Election Commission records show supporters of the political action committee and others with ties to the satellite dish industry contributed to the Dole for Senate campaign.

Those contributions appear to have been within federal guidelines, officials said.

As political action committees go, SPACE PAC was small. In 1982 it raised $3,125, in 1983 the figure was $3,120. By 1985 it was taking in $44,814. Dole received a $1,000 contribution from SPACE PAC in December 1983. In 1985 the committee acted as a legal conduit for $875 in contributions to Dole.

Home satellite dishes were first authorized by the Federal Communications Commission in 1979. It was clear early on that scrambling of signals was a possibility, and finally the cable TV act of 1984 made scrambling legal, although the first signals were not scrambled until January 1986.

On Oct. 2, 1986, Dole voted against the satellite industry, which was pushing an amendment backed by Sen. Albert Gore, a Tennessee Democrat, to deal with the complex issue of scrambling television signals.

In a Senate floor statement Dole said the satellite television viewers had legitimate concerns about the effects of scrambling television signals. He added that two federal studies were under way.

Although he voted against the industry, he kept his options open. If the marketplace or regulations did not cure the problem, he said, "I can assure you of my intention to seek a legislative solution."

Other probes

Another company Ross and Owen h financial interests in, Kansas M crowave Inc., is under investigation the Kansas Public Disclosure Comm sion.

The commission is examining wheth Kansas Microwave and two other co panies linked to Owen were used "shells" to funnel contributions to t 1986 campaign of Kansas Gov. Mi Hayden.

Owen and Ross have denied a wrongdoing in that matter. The comm sion has declined comment.

The Securities and Exchan Commission, meanwhile, is investig ing Birdview's financial transactio prior to its filing for reorganization August 1986.

Former company officials said t SEC inquiry involves whether there w improper trading of Birdview stock company executives and a $250,000 la transaction Owen brokered for the co pany.

The Elizabeth Dole blind trust he 20,000 shares of Birdview stock in mi 1985 but sold the stock at a small lo after holding it for less than a mont Owen was investment adviser to t blind trust at the time, but it is not cle whether he was involved in the trus investment in Birdview. Owen once he about 60,000 shares himself.

Owen has said his financial dealin with the trust and Birdview were "e tirely proper."

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999 E Street, N.W.
Washington, D.C. 20463

SENSITIVE

FIRST GENERAL COUNSEL'S REPORT

Pre-MUR: 189
Staff Members: Dan Blessington
Susan Beard

SOURCE OF PRE-MUR: Charles L. Clinkenbeard, Treasurer
Dole for Senate Committee

RESPONDENTS: Birdview Satellite Communications, Inc.
Charles A. Ross
Wanda Bowman
Dale A. Galemore
Cynthia A. Galemore
Ed Hackerott
Darlene Hackerott
David K. Hamilton
Martha J. Hamilton
Roger Mason
Robert Owens
Betty Owens
Steven Phillips
Sharon Phillips
Stan Ross
Merett Ross
Gunilla Ross
Steven Small
Joy Small

RELEVANT STATUTES: 2 U.S.C. § 441b
2 U.S.C. § 441f
11 C.F.R. § 110.4(b)

INTERNAL REPORTS CHECKED: Disclosure Reports

FEDERAL AGENCIES CHECKED: None

I. GENERATION OF MATTER

On January 30, 1988, the Commission received a letter from the Dole for Senate Committee requesting that the Commission investigate a matter that was reported upon in the Kansas City Star for Thursday, January 28, 1988. Attachment 1. The article in the Kansas City Star ("Article") describes a scheme for making

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prohibited corporate contributions and contributions in the name of another to the Dole for Senate Committee, the principal campaign committee for Senator Dole's 1986 campaign.

II. FACTUAL AND LEGAL ANALYSIS

A. Contributions in the Name of Another

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act"), "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution, and no person shall knowingly accept a contribution made by one person in the name of another person." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided to the contributor by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

In Advisory Opinion 1986-41, the Commission noted that the prohibitions of Section 441f apply to any person. This includes "an incorporated or unincorporated entity who gives money to another to effect a contribution in the second person's name." The Commission has also found that the prohibitions of Section 441f apply to individuals who actively assist in the making of contributions in the name of another. See MUR 1611.

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The newspaper article submitted by the Dole for Senate Committee alleges that Birdview Satellite Communications, Inc. ("Birdview") may have reimbursed some of its employees and their spouses for contributions made to the Dole for Senate Committee. Charles A. Ross was the president of Birdview when the alleged reimbursements occurred.1/ The article reportedly quotes two former Birdview executives, Steven Small and David K. Hamilton, as stating that they were reimbursed for contributions made by themselves and their wives to the Dole for Senate Committee. Steven Small was a founder and vice president of Birdview. David K. Hamilton was Birdview's vice president for finance.

In the Article, Mr. Small allegedly stated that he was told to make the contribution to the Dole for Senate Committee by his boss (not identified), who apparently was acting on Mr. Ross' behalf. The Dole for Senate Committee reported receiving contributions of $1,000 each from Steven Small and Joy Small on July 23, 1984. Mr. Small also reportedly stated that he was reimbursed for his and his wife's contributions either the following week or pay period.

According to the Article, Mr. Hamilton stated that Charles Ross had implied that he would receive a more than adequate bonus

1/ Birdview, a Delaware Corporation, is currently in Chapter 11 bankruptcy. The bankruptcy was filed on August 18, 1986, in Topeka, Kansas. At the time the alleged reimbursements occurred, David Owen, a fundraiser for Senator Dole, was a consultant to Birdview. Roger Mason is currently the President of Birdview.

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to compensate him for a political contribution to the Dole for Senate Committee. The Committee reported receiving $1,000 contributions from David K. and Martha J. Hamilton on July 23, 1984. Mr. Hamilton reportedly stated that he was reimbursed for making the contributions to the Committee by means of a "salary adjustment," which resulted in his receiving slightly more than the $2,000 he and his wife contributed to the Committee.

Based on the foregoing, it appears that Steven Small, Joy Small, David K. Hamilton and Martha J. Hamilton each made $1,000 contributions to the Dole for Senate Committee on July 23, 1984, and that the Smalls and the Hamiltons were reimbursed for their contributions by Birdview. It also appears from the 1984 Year End Report filed by the Dole for Senate Committee, that Birdview did not disclose to the Dole for Senate Committee that the corporation was the source of the contributions. This Office notes that the Dole for Senate Committee has reported no contributions from Charles A. Ross or Birdview on its 1984 Year End Report.

The newspaper article also contained allegations made by three former Birdview employees, who reportedly said that Birdview reimbursed political contributions made by additional employees and their spouses. Steven Small allegedly stated that Birdview reimbursed upper and middle management personnel and their spouses for political contributions, and that total reimbursements may have been as much as $20,000.

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Robert Summerville, a former Birdview regional sales manager, reportedly stated that it was common knowledge at Birdview that Charles A. Ross promised employees that the company would reimburse them for political contributions they made. According to statements attributed to Mr. Summerville, Mr. Ross instructed Birdview employees to use their expense accounts for political contributions.

Finally, an unidentified Birdview employee who worked for the company during parts of 1985 and 1986, also reportedly stated that Birdview reimbursed some employees for political contributions, and that the approval for the reimbursements came from top management. According to the newspaper article, this employee was told by other Birdview personnel that when they contributed to a political candidate, they would be reimbursed by means of their expense accounts. The Kansas City Star also indicates that the former employee saw one check for $1,000 reimbursing an employee for a campaign contribution which he believed was for a candidate other than Senator Dole.

A review of the reports filed by the Dole for Senate Committee since January 1, 1983, show that known Birdview employees and their spouses have primarily made contributions to the Dole for Senate Committee on three dates: December 16, 1983; July 23, 1984; and October 21, 1985.

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On its 1983 Year End Report, the Dole for Senate Committee reported $18,025 in contributions from July 1, 1983, to December 31, 1983. Of these contributions, $13,025 were from individuals, and all but $25 were itemized. The Dole for Senate Committee reported that 13 individuals each contributed $1,000; 11 of the 13 individuals were Birdview employees and their spouses. Charles A. Ross, the President of Birdview, contributed $1,000 on December 6; his wife, Gunilla, contributed $1,000 on December 27. The remaining Birdview employees and their spouses were reported to have made $1,000 contributions on December 16, 1983.2/

The Dole for Senate Committee's 1984 Year End Report indicates that three Birdview employees and their spouses each contributed $1,000 on July 23, 1984, for a total of $6,000. In addition to the Hamiltons and the Smalls, whose contributions were discussed above, Dale A. Galemore and his wife, Cynthia A. Galemore, each contributed $1,000.3/

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2/ All of the Birdview employees had a reported occupation of "executive" while their spouses were listed as "housewife." The nine Birdview employees and their spouses who contributed in 1983 are: Ed Hackerott, Darlene Hackerott, Roger Mason, Robert Owens, Betty Owens, Steven Phillips, Sharon Phillips, Stan Ross, and Merett Ross. In a 1985 newspaper article in the Kansas City Times, Robert Owens is identified as the Executive Vice President and Charles A. Ross is identified as the President and founder of Birdview.

3/ No occupation or employer was listed for Steven Small, David Hamilton or Dale Galemore or their wives. All of the men were identified as Birdview employees by the Kansas City Star.

The Dole for Senate Committee also reported receiving a $1,000 contribution from Ronda K. Ross on July 23, 1984. This Office has been unable to determine if Ronda Ross is related to either Stan Ross or Charles A. Ross.

Finally, the Dole for Senate Committee reported three more contributions from Birdview employees or their spouses on October 21, 1985. Charles A. Ross, Gunilla Ross and Wanda Bowman, a Birdview administrative assistant, each contributed $250.4/

It appears that the individuals discussed above may have also been reimbursed by Birdview for their contributions to the Dole for Senate Committee. All of these individuals were either employed by Birdview or were spouses of those employed by Birdview. The contributions appear to have occurred primarily on three dates, and three former Birdview employees have reportedly stated that other Birdview employees were reimbursed for political contributions they were induced to make.

It also appears that Charles A. Ross caused Birdview to make the contributions in the name of another. The article alleges that Mr. Ross directed Mr. Hamilton and his wife to make a contribution for which they would be reimbursed, in violation of 2 U.S.C. §441f. Mr. Ross also apparently instructed another Birdview executive to request that the Smalls make a contribution for which they would be reimbursed, in violation of 2 U.S.C.

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4/ The article notes that Charles A. Ross and his wife, Gunilla, are also listed as contributors on the reports filed by Campaign America, a political committee associated with Senator Dole. According to reports on file with the Commission, Charles Ross contributed $5,000 on November 2, 1983; Charles A. Ross contributed $5,000 on September 25, 1986; and Gunilla Nilsson Ross contributed $5,000 on October 16, 1986.

§ 441f. Finally, it appears that Mr. Ross directed other Birdview employees to make political contributions that would be reimbursed through their expense accounts. Since it appears that Charles A. Ross and Birdview engaged in the above activity in order to circumvent the prohibition on corporate contributions contained in 2 U.S.C. § 441b, it appears that these violations were knowing and willful. Since available evidence does not suggest that any of the other Repondents were major participants in the overall scheme, this Office does not recommend additional knowing and willful findings at this time.

Accordingly, this Office recommends that the Commission find reason to believe that Wanda Bowman, Dale A. Galemore, Cynthia A. Galemore, Ed Hackerott, Darlene Hackerott, David K. Hamilton, Martha J. Hamilton, Roger Mason, Robert Owens, Betty Owens, Steven Phillips, Sharon Phillips, Stan Ross, Merett Ross, Gunilla Ross, Steven Small, and Joy Small violated 2 U.S.C. § 441f by permitting their names to be used to effect contributions made in the name of another. This Office also recommends that the Commission find reason to believe that Charles A. Ross and Birdview Satellite Communications, Inc. knowingly and willfully violated 2 U.S.C. § 441f. This Office makes no recommendation at this time regarding the Dole for Senate Committee with respect to 2 U.S.C. § 441f.5/

5/ According to the letter submitted by the Dole for Senate Committee, the Committee was unaware that Birdview may have been the source of the contributions at issue at the time they were (Footnote Continued)

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B. Corporate Contributions

Pursuant to 2 U.S.C. § 441b, a corporation may not make a contribution in connection with the election of a candidate for federal office. Also, an officer or director of a corporation is prohibited from consenting to the making of a corporate contribution in connection with the election of a federal candidate.

The Commission's records show that the Dole for Senate Committee was the principal campaign committee of Senator Robert Dole with respect to the 1986 elections. Thus, corporate contributions to the Dole for Senate Committee are in violation of 2 U.S.C. § 441b.

As was discussed above, it appears that Birdview Satellite Communications, Inc. and some of its officers participated in a scheme to violate the prohibition on corporate contributions at 2 U.S.C. § 441b. As has already been noted, it appears that Respondent Birdview may have reimbursed at least 18 individuals for contributions they made to the Dole for Senate Committee from December 6, 1983, to October 21, 1985. As such, Birdview is the actual contributor of at least $17,750 to the Dole for Senate Committee. 11 C.F.R. § 110.4(b)(2)(i). This is in violation of the prohibition on corporate contributions contained in

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(Footnote Continued)

received. The Committee requested that the Commission conduct an investigation when the Committee learned of the possible violations. Therefore, this Office is making no recommendations regarding the Dole for Senate Committee at this time.

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2 U.S.C. § 441b. It also appears that Charles A. Ross, as an officer of Birdview, caused the contribution to be made in violation of 2 U.S.C. § 441b. See pages 7-8. Since it appears that Charles A. Ross and Birdview engaged in the above activity in order to circumvent the prohibition on corporate contributions contained in 2 U.S.C. § 441b, it appears that these violations are knowing and willful. Additionally, it appears that Steven Small and David K. Hamilton, both of whom were Birdview vice presidents, and Robert Owens, who was the executive vice president, consented to at least part of the Birdview contribution in violation of 2 U.S.C. § 441b.6/ We do not recommend a finding of knowing and willful with respect to these individuals at this time, since the extent of their involvement in the scheme is uncertain.

Accordingly, this Office recommends that the Commission find reason to believe that Charles A. Ross and Birdview Satellite Communications, Inc. knowingly and willfully violated 2 U.S.C. § 441b. This Office also recommends that the Commission find reason to believe that Robert Owens, Steven Small and David K. Hamilton violated 2 U.S.C. § 441b.

6/ At this time, this Office has been unable to determine whether any of the other Respondents were officers or directors of Birdview.

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C. Investigation

The Office of General Counsel seeks Commission approval at this time to depose all Respondents, as well as two non-respondents. This Office believes that depositions at the outset of the investigation would be a particularly effective means to obtain the relevant facts for the types of violations at issue. In connection with the proposed depositions, approval for document production requests is also being sought.7/

With respect to Birdview employees, the document production focuses on records relating to possible contribution reimbursements by the corporation. Possible vehicles for corporate reimbursements include expense account manipulation, bonus payments and salary adjustments. Regarding Birdview and its former president, the document requests are designed to obtain any records that might bear on prohibited contributions. Specifically, the proposed subpoena seeks records of payments to employees and spouses, and any corporate policies or records relating to expense accounts and political contributions.

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7/ To date this Office has not been able to obtain current addresses for all of the Respondents and non-respondent witnesses. This is partially due to the fact that several years have passed since some of the contributions at issue were made. As a result, this Office proposes that in some instances duplicate letters and attachments should be sent to some Respondents at their last known address and at the company. In other instances, this Office may have to wait until a list of the last known addresses of former Birdview employees is obtained before some of the Respondents and Robert Summerville, a non-respondent witness, are notified. This Office also proposes sending a letter to Birdview's Trustee in Bankruptcy.

In addition to Respondents, the Office of General Counsel seeks Commission approval of subpoenas to two non-respondent witnesses, David Owen and Robert Summerville. Mr. Owen is identified in the Kansas City Star as a longtime fundraiser for Senator Dole, who was a paid consultant to Birdview during the time that the alleged violations occurred. Mr. Summerville, a former Birdview employee, is quoted as saying that Birdview's corporate contribution scheme was common knowledge. He reportedly claimed that he did not contribute, and our review of Dole for Senate Committee reports does not show any contributions from Mr. Summerville.

III. RECOMMENDATIONS

1. Open a MUR.

2. Find reason to believe that Wanda Bowman, Dale A. Galemore, Cynthia A. Galemore, Ed Hackerott, Darlene Hackerott, David K. Hamilton, Martha J. Hamilton, Roger Mason, Robert Owens, Betty Owens, Steven Phillips, Sharon Phillips, Stan Ross, Merett Ross, Gunilla Ross, Steven Small and Joy Small violated 2 U.S.C. § 441f.

3. Find reason to believe that Charles A. Ross and Birdview Satellite Communications, Inc. knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

4. Find reason to believe that Robert Owens, Steven Small and David K. Hamilton violated 2 U.S.C. § 441b.

5. Approve the attached sample letters and sample Factual and Legal Analyses.

6. Approve the attached sample letter and subpoena for the deposition of and production of documents by David Owen and Robert Summerville as non-respondent witnesses.

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7. Approve the attached sample subpoenas for the deposition of and production of documents by Respondents.

2/22/88
Date

Lawrence M. Noble
General Counsel

Attachments:
1. Letter from Dole for Senate Committee
2. Proposed sample Letters (5) and sample Factual and Legal Analyses (6)
3. Proposed sample Subpoena and Requests for Documents (4)
4. Proposed sample Subpoena and Requests for Documents for the Deposition of David Owen and Robert Summerville as non-respondent witnesses. (1)

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BEFORE THE FEDERAL ELECTION COMMISSION

MUR (2582)

In the Matter of	)
	)
Birdview Satellite Communications, Inc.	) PreMUR 189
Charles A. Ross	)
Wanda Bowman	)
Dale A. Galemore	)
Cynthia A. Galemore	)
Ed Hackerott	)
Darlene Hackerott	)
David K. Hamilton	)
Martha J. Hamilton	)
Roger Mason	)
Robert Owens	)
Betty Owens	)
Steven Phillips	)
Sharon Phillips	)
Stan Ross	)
Merett Ross	)
Gunilla Ross	)
Steven Small	)
Joy Small	)

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CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on February 25, 1988, the Commission decided by a vote of 6-0 to take the following actions in PreMUR 189:

1. Open a MUR.

2. Find reason to believe that Wanda Bowman, Dale A. Galemore, Cynthia A. Galemore, Ed Hackerott, Darlene Hackerott, David K. Hamilton, Martha J. Hamilton, Roger Mason, Robert Owens, Betty Owens, Steven Phillips, Sharon Phillips, Stan Ross, Merett Ross, Gunilla Ross, Steven Small and Joy Small violated 2 U.S.C. § 441f.

3. Find reason to believe that Charles A. Ross and Birdview Satellite Communications, Inc. knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

(Continued)

4. Find reason to believe that Robert Owens, Steven Small and David K. Hamilton violated 2 U.S.C. § 441b.

5. Approve the sample letters and sample Factual and Legal Analyses, as recommended in the First General Counsel's report signed February 22, 1988.

6. Approve the sample letter and subpoena for the deposition of and production of documents by David Owen and Robert Summerville as non-respondent witnesses, as recommended in the First General Counsel's report signed February 22, 1988.

7. Approve the sample subpoenas for the deposition of and production of documents by Respondents, as recommended in the First General Counsel's report signed February 22, 1988.

Commissioners Aikens, Elliott, Josefiak, McDonald, McGarry, and Thomas voted affirmatively for the decision.

Attest:

2/26/88
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

Received in the Office of Commission Secretary: Tues., 2-23-88, 11:16
Circulated on 48 hour tally basis: Tues., 2-23-88, 4:00
Deadline for vote: Thurs., 2-25-88, 4:00

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Roger Mason, President
Birdview Satellite Communications,
Inc.
11863 W. 112 St.
Overland Park, KS 66210

RE: MUR 2582
Birdview Satellite Communications,
Inc.

Dear Mr. Mason:

On February 25, 1988, the Federal Election Commission found that there is reason to believe Birdview Satellite Communications, Inc. knowingly and willfully violated 2 U.S.C. §§ 441b and 441f, provisions of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against Birdview Satellite Communications, Inc. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed Subpoena to Produce Documents by March 22, 1988. Statements should be submitted under oath.

In the absence of any additional information demonstrating that no further action should be taken against Birdview Satellite Communications, Inc., the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the

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General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Thomas J. Josefiak
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form
Subpoena for Documents

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Birdview Satellite Communications, Inc. MUR 2582

I. CONTRIBUTIONS IN THE NAME OF ANOTHER

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act"), "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution, and no person shall knowingly accept a contribution made by one person in the name of another person." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided to the contributor by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

In Advisory Opinion 1986-41, the Commission noted that the prohibitions of Section 441f apply to any person. This includes "an incorporated or unincorporated entity who gives money to another to effect a contribution in the second person's name."

On Thursday, January 28, 1988, the Kansas City Star published a newspaper article which alleged that Birdview Satellite Communications, Inc. ("Birdview") may have reimbursed some of its employees and their spouses for contributions made to the Dole for Senate Committee. Charles A. Ross was the president

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of Birdview when the alleged reimbursements occurred.1/ The article reportedly quotes two former Birdview executives, Steven Small and David K. Hamilton, as stating that they were reimbursed for contributions made by themselves and their wives to the Dole for Senate Committee. Steven Small was a founder and vice president of Birdview. David K. Hamilton was Birdview's vice president for finance.

In the newspaper article Mr. Small allegedly stated that he was told to make the contribution to the Dole for Senate Committee by his boss (who was not identified in the article) who apparently was acting on Mr. Ross' behalf. The Dole for Senate Committee reported receiving contributions of $1,000 each from Steven Small and Joy Small on July 23, 1984. Mr. Small also reportedly stated that he was reimbursed for his and his wife's contributions either the following week or pay period.

According to the Article, Mr. Hamilton stated that Charles Ross had implied that he would receive a more than adequate bonus to compensate him for a political contribution to the Dole for Senate Committee. The Committee reported receiving $1,000 contributions from David K. and Martha J. Hamilton on July 23, 1984. Mr. Hamilton reportedly stated that he was reimbursed for making the contributions to the Committee by means of a "salary adjustment," which resulted in his receiving slightly more than the $2,000 he and his wife contributed to the Committee.

1/ Birdview, a Delaware Corporation, is currently in Chapter 11 bankruptcy. The bankruptcy was filed on August 18, 1986, in Topeka, Kansas.

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Based on the foregoing, it appears that Steven Small, Joy Small, David K. Hamilton and Martha J. Hamilton each made $1,000 contributions to the Dole for Senate Committee on July 23, 1984, and that the Smalls and the Hamiltons were reimbursed for their contributions by Birdview. It also appears from the 1984 Year End Report filed by the Dole for Senate Committee, that Birdview did not disclose to the Dole for Senate Committee that the corporation was the source of the contributions. The Dole for Senate Committee has reported no contributions from Birdview on its 1984 Year End Report.

In the newspaper article, three former Birdview employees are reported to have said that Birdview reimbursed political contributions made by additional employees and their spouses. Steven Small allegedly stated that Birdview reimbursed upper and middle management personnel and their spouses for political contributions, and that total reimbursements may have been as much as $20,000.

Robert Summerville, a former Birdview regional sales manager, reportedly stated that it was common knowledge at Birdview that Charles A. Ross promised employees that the company would reimburse them for political contributions they made. According to statements attributed to Mr. Summerville, Mr. Ross instructed Birdview employees to use their expense accounts for political contributions.

Finally, an unidentified Birdview employee who worked for the company during parts of 1985 and 1986, also reportedly stated

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that Birdview reimbursed some employees for political contributions, and that the approval for the reimbursements came from top management. According to the newspaper article, the employee was told by other Birdview personnel that when they contributed to a political candidate, they would be reimbursed by means of their expense accounts. The Kansas City Star also indicates that the former employee saw one check for $1,000 reimbursing an employee for a campaign contribution which he believed was for a candidate other than Senator Dole.

A review of the reports filed by the Dole for Senate Committee since January 1, 1983, show that known Birdview employees and their spouses have primarily made contributions to the Dole for Senate Committee on three dates: December 16, 1983; July 23, 1984; and October 21, 1985.

On its 1983 Year End Report, the Dole for Senate Committee reported $18,025 in contributions from July 1, 1983, to December 31, 1983. Of these contributions, $13,025 were from individuals, and all but $25 were itemized. The Dole for Senate Committee reported that 13 individuals each contributed $1,000; 11 of the 13 individuals were Birdview employees and their spouses. Charles A. Ross, the President of Birdview, contributed $1,000 on December 6; his wife, Gunilla, contributed $1,000 on December 27. The remaining Birdview employees and their spouses were reported to have made $1,000 contributions on December 16,

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1983.2/

The Dole for Senate Committee's 1984 Year End Report indicates that three Birdview employees and their spouses each contributed $1,000 on July 23, 1984, for a total of $6,000. In addition to the Hamiltons and the Smalls, whose contributions were discussed above, Dale A. Galemore and his wife, Cynthia A. Galemore, each contributed $1,000.

Finally, the Dole for Senate Committee reported three more contributions from Birdview employees or their spouses on October 21, 1985. Charles A. Ross, Gunilla Ross and Wanda Bowman, a Birdview administrative assistant, each contributed $250.3/

It appears that the individuals discussed above may have also been reimbursed by Birdview for their contributions to the Dole for Senate Committee. All of these individuals were either employed by Birdview or were spouses of those employed by Birdview. The contributions appear to have occurred primarily on three dates, and three former Birdview employees have reportedly

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2/ All of the Birdview employees had a reported occupation of "executive" while their spouses were listed as "housewife." The nine Birdview employees and their spouses who contributed in 1983 are: Ed Hackerott, Darlene Hackerott, Roger Mason, Robert Owens, Betty Owens, Steven Phillips, Sharon Phillips, Stan Ross, and Merett Ross.

3/ The newspaper article notes that Charles A. Ross and his wife, Gunilla, are also listed as contributors on the reports filed by Campaign America, a political committee associated with Senator Dole. According to reports on file with the Commission, Charles Ross contributed $5,000 on November 2, 1983; Charles A. Ross contributed $5,000 on September 25, 1986; and, Gunilla Nilsson Ross contributed $5,000 on October 16, 1986.

stated that other Birdview employees were reimbursed for political contributions they were induced to make.

Birdview in making contributions in the names of its employees and their spouses appears to have violated 2 U.S.C. § 441f. Since it appears that Birdview engaged in the above activity in order to circumvent the prohibition on corporate contributions of 2 U.S.C. § 441b, it appears that these violations were knowing and willful. Therefore, there is reason to believe that Birdview Satellite Communications, Inc. knowingly and willfully violated 2 U.S.C. § 441f.

II. CORPORATE CONTRIBUTIONS

Pursuant to 2 U.S.C. § 441b, a corporation may not make a contribution in connection with the election of a candidate for federal office. Also, an officer or director of a corporation is prohibited from consenting to the making of a corporate contribution in connection with the election of a federal candidate.

The Commission's records show that the Dole for Senate Committee was the principal campaign committee of Senator Robert Dole with respect to the 1986 elections. Thus, corporate contributions to the Dole for Senate Committee are in violation of 2 U.S.C. § 441b.

Based upon the aforementioned report in the Kansas City Star and a review of the Committee's disclosure reports, it appears that Birdview Satellite Communications, Inc. and certain of its officers participated in a scheme to violate the prohibition on

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corporate contributions at 2 U.S.C. § 441b. As was discussed above, it appears that Birdview may have reimbursed at least 18 individuals for contributions they made to the Dole for Senate Committee from December 6, 1983, to October 21, 1985. As such, Birdview is the actual contributor of at least $17,750 to the Dole for Senate Committee. 11 C.F.R. § 110.4(b)(2)(i). This is in violation of the prohibition on corporate contributions contained in 2 U.S.C. § 441b. Since it appears that Birdview engaged in the above activity in order to circumvent the prohibition on corporate contributions contained in 2 U.S.C. § 441b, it appears that this violation was knowing and willful. Therefore, there is reason to believe that Birdview Satellite Communications, Inc. knowingly and willfully violated 2 U.S.C. § 441b.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR

SUBPOENA TO PRODUCE DOCUMENTS

TO: Roger Mason, President
Birdview Satellite Communications, Inc.
11863 W. 112th Street
Overland Park, KS 66210

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas the documents listed on the attachment to this subpoena.

Notice is given that these documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C. on this 3rd day of March, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

Marjorie W. Emmons
Secretary to the Commission

Attachment
Document Request (3 pages)

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INSTRUCTIONS

In answering these requests for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

The response to each request for production of documents propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the response.

If you cannot answer the following requests for production of documents in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery requests shall refer to the time period from January 1, 1983, to the present.

The following requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

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DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, stored information, computer print-outs, electronic materials and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

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"Reimbursement" shall mean anything of value provided to any person in any form whatever that expressly, impliedly or otherwise relates in any way to any political contribution. In particular, without limiting the generality of the foregoing, the term "reimbursement" includes any advance, allowance, bonus, barter transaction, benefit, exchange, fee, commission, consulting fee, stipend, salary adjustment, wage, incentive, compensation, consideration, bribe, kickback, promise, payment, repayment, restitution, recoupment and refund.

"Political contribution" shall mean anything of value provided to a candidate for federal office or to any person, political committee, organization or entity that in any way contributes to, supports or advocates the election or defeat of a candidate for federal office. In particular, without limiting the generality of the foregoing, the term "political contribution" includes direct payments, payments through intermediaries or conduits, payments to attend fundraisers, the provision of goods and services at no cost or at a reduced cost, extensions of credit, advances, gifts, loans, deposits of money, compensation to others for services performed on behalf of a candidate for election to federal office, and anything conferring a financial benefit to a candidate for federal office.

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REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce a list of all employees and/or consultants of Birdview Satellite Communications, Inc., who were associated with Birdview Satellite Communications, Inc. at sometime from January 1, 1983, to the present. The list should include the individual's, name, last known address, last known telephone number, title and/or job description, and the dates of association with Birdview Satellite Communications, Inc.
2. Produce your articles of incorporation and by-laws and all amendments thereto.
3. Produce your annual reports which cover the period from January 1, 1983, to the present.
4. Produce the name, title, last known address, last known telephone number, and dates of association with Birdview Satellite Communications, Inc. of each and every director and/or officer of Birdview Satellite Communications, Inc. from the time of its incorporation to the present.
5. Produce any and all policies, procedures, memoranda, or other documents which relate, refer, or pertain to the making of contributions, political or otherwise, by Birdview Satellite Communications, Inc. or its employees or consultants.
6. Produce any and all policies, procedures, memoranda, or other documents which relate, refer, or pertain to the expense accounts or expense reports of employees, and/or consultants of Birdview Satellite Communications, Inc. This

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request includes, but is not limited to, any documents that discuss what expenses will be covered by the expense accounts.

7. Produce any and all documents which relate, refer, or pertain to the reimbursement of political contributions made by individuals who are associated with Birdview Satellite Communications, Inc. or by members of their family.

8. Produce any and all documents which relate, refer, or pertain to Birdview Satellite Communications, Inc.'s policy on bonuses to employees and/or consultants.

9. Produce any and all documents which relate, refer, or pertain to fundraising for the Dole for Senate Committee and/or any other political committee and/or candidate.

10. Produce all documents, including but not limited to checks, vouchers, ledgers, expense reports and/or requests, which relate, refer or pertain to disbursements made by Birdview Satellite Communications, Inc. to its employees, consultants or their spouses or other family members. Regular salary payments need not be included except for the first salary payment at a new rate of pay; however, all bonuses and expense account disbursements are included even if they were combined with an individual's regular salary.

11. Produce any and all documents that relate, refer, or pertain to any internal or external audit activities that took place between January 1, 1983, and the present. This request

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includes, but is not limited to, all audited financial statements, audit reports, engagement letters, correspondence, and notes or minutes of the audit committee or entity or person performing the function of an audit committee.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Charles A. Ross
c/o Birdview Satellite
Communications, Inc.
11863 W. 112th Street
Overland Park, KS 66210

RE: MUR 2582
Charles A. Ross

Dear Mr. Ross:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you knowingly and willfully violated 2 U.S.C. §§ 441b and 441f, provisions of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

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In the absence of any additional information demonstrating that no further action should be taken against you the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form
Subpoena for Deposition and Documents

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Charles A. Ross MUR: 2582

I. CONTRIBUTIONS IN THE NAME OF ANOTHER

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act"), "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution, and no person shall knowingly accept a contribution made by one person in the name of another person." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided to the contributor by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

In Advisory Opinion 1986-41, the Commission noted that the prohibitions of Section 441f apply to any person. This includes "an incorporated or unincorporated entity who gives money to another to effect a contribution in the second person's name." The Commission has also found that the prohibitions of Section 441f apply to individuals who actively assist in the making of contributions in the name of another.

On Thursday, January 28, 1988, the Kansas City Star published a newspaper article which alleged that Birdview Satellite Communications, Inc. ("Birdview") may have reimbursed

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some of its employees and their spouses for contributions made to the Dole for Senate Committee. Charles A. Ross was the president of Birdview when the alleged reimbursements occurred.1/ The article reportedly quotes two former Birdview executives, Steven Small and David K. Hamilton, as stating that they were reimbursed for contributions made by themselves and their wives to the Dole for Senate Committee. Steven Small was a founder and vice president of Birdview. David K. Hamilton was Birdview's vice president for finance.

In the Article, Mr. Small allegedly stated that he was told to make the contribution to the Dole for Senate Committee by his boss, (who was not identified in the article) who apparently was acting on Mr. Ross' behalf. The Dole for Senate Committee reported receiving contributions of $1,000 each from Steven Small and Joy Small on July 23, 1984. Mr. Small also reportedly stated that he was reimbursed for his and his wife's contributions either the following week or pay period.

According to the newspaper article, Mr. Hamilton stated that Charles Ross had implied that he would receive a more than adequate bonus to compensate him for a political contribution to the Dole for Senate Committee. The Committee reported receiving $1,000 contributions from David K. and Martha J. Hamilton on July 23, 1984. Mr. Hamilton reportedly stated that he was reimbursed for making the contributions to the Committee by means

1/ Birdview, a Delaware Corporation, is currently in Chapter 11 bankruptcy. The bankruptcy was filed on August 18, 1986, in Topeka, Kansas.

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of a "salary adjustment," which resulted in his receiving slightly more than the $2,000 he and his wife contributed to the Committee.

Based on the foregoing, it appears that Steven Small, Joy Small, David K. Hamilton and Martha J. Hamilton each made $1,000 contributions to the Dole for Senate Committee on July 23, 1984, and that the Smalls and the Hamiltons were reimbursed for their contributions by Birdview. It also appears from the 1984 Year End Report filed by the Dole for Senate Committee, that Birdview did not disclose to the Dole for Senate Committee that the corporation was the source of the contributions. The Dole for Senate Committee has reported no contributions from Charles A. Ross or Birdview on its 1984 Year End Report.

In the newspaper article, three former Birdview employees are reported to have said that Birdview reimbursed political contributions made by additional employees and their spouses. Steven Small allegedly stated that Birdview reimbursed upper and middle management personnel and their spouses for political contributions, and that total reimbursements may have been as much as $20,000.

Robert Summerville, a former Birdview regional sales manager, reportedly stated that it was common knowledge at Birdview that Charles A. Ross promised employees that the company would reimburse them for political contributions they made. According to statements attributed to Mr. Summerville, Mr. Ross instructed Birdview employees to use their expense accounts for political contributions.

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Finally, an unidentified Birdview employee who worked for the company during parts of 1985 and 1986, also reportedly stated that Birdview reimbursed some employees for political contributions, and that the approval for the reimbursements came from top management. According to the newspaper article, the employee was told by other Birdview personnel that when they contributed to a political candidate, they would be reimbursed by means of their expense accounts. The Kansas City Star also indicates that the former employee saw one check for $1,000 reimbursing an employee for a campaign contribution which he believed was for a candidate other than Senator Dole.

A review of the reports filed by the Dole for Senate Committee since January 1, 1983, show that known Birdview employees and their spouses have primarily made contributions to the Dole for Senate Committee on three dates: December 16, 1983; July 23, 1984; and October 21, 1985.

On its 1983 Year End Report, the Dole for Senate Committee reported $18,025 in contributions from July 1, 1983, to December 31, 1983. Of these contributions, $13,025 were from individuals, and all but $25 were itemized. The Dole for Senate Committee reported that 13 individuals each contributed $1,000; 11 of the 13 individuals were Birdview employees and their spouses. Charles A. Ross, the President of Birdview, contributed $1,000 on December 6; his wife, Gunilla, contributed $1,000 on December 27. The remaining Birdview employees and their spouses

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were reported to have made $1,000 contributions on December 16, 1983.2/

The Dole for Senate Committee's 1984 Year End Report indicates that three Birdview employees and their spouses each contributed $1,000 on July 23, 1984, for a total of $6,000. In addition to the Hamiltons and the Smalls, whose contributions were discussed above, Dale A. Galemore and his wife, Cynthia A. Galemore, each contributed $1,000.

Finally, the Dole for Senate Committee reported three more contributions from Birdview employees or their spouses on October 21, 1985. Charles A. Ross, Gunilla Ross and Wanda Bowman, a Birdview administrative assistant, each contributed $250.3/

It appears that the individuals discussed above may have also been reimbursed by Birdview for their contributions to the Dole for Senate Committee. All of these individuals were either employed by Birdview or were spouses of those employed by Birdview. The contributions appear to have occurred primarily on three dates, and three former Birdview employees have reportedly

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2/ All of the Birdview employees had a reported occupation of "executive" while their spouses were listed as "housewife." The nine Birdview employees and their spouses who contributed in 1983 are: Ed Hackerott, Darlene Hackerott, Roger Mason, Robert Owens, Betty Owens, Steven Phillips, Sharon Phillips, Stan Ross, and Merett Ross.

3/ The newspaper article notes that Charles A. Ross and his wife, Gunilla, are also listed as contributors on the reports filed by Campaign America, a political committee associated with Senator Dole. According to reports on file with the Commission, Charles Ross contributed $5,000 on November 2, 1983; Charles A. Ross contributed $5,000 on September 25, 1986; and, Gunilla Nilsson Ross contributed $5,000 on October 16, 1986.

stated that other Birdview employees were reimbursed for political contributions they were induced to make.

Charles A. Ross appears to have caused Birdview to make the contributions in the name of another. The newspaper article indicates that Mr. Ross directed Mr. Hamilton and his wife to make contributions for which they would be reimbursed, in violation of 2 U.S.C. § 441f. Mr. Ross also apparently instructed another Birdview executive to request that the Smalls make a contribution for which they would be reimbursed, in violation of 2 U.S.C. § 441f. Also, Mr. Ross allegedly told other Birdview employees to make political contributions and that the employees would be reimbursed through their expense accounts, in violation of 2 U.S.C. § 441f. Finally, Mr. Ross may have been reimbursed by Birdveiw, and therefore knowingly permitted his name to be used to effect a contribution made in the name of another. Since it appears that Charles A. Ross engaged in the above activity in order to circumvent the prohibitions on corporate contributions contained in 2 U.S.C. § 441b, it appears that these violations were knowing and willful. Therefore, there is reason to believe that Charles A. Ross knowingly and willfully violated 2 U.S.C. § 441f.

9504368145 1

II. CORPORATE CONTRIBUTIONS

Pursuant to 2 U.S.C. § 441b, a corporation may not make a contribution in connection with the election of a candidate for federal office. Also, an officer or director of a corporation is

prohibited from consenting to the making of a corporate contribution in connection with the election of a federal candidate. The Commission's records show that the Dole for Senate Committee was the principal campaign committee of Senator Robert Dole with respect to the 1986 elections. Thus, corporate contributions to the Dole for Senate Committee are in violation of 2 U.S.C. § 441b.

Based upon the aforementioned report in the Kansas City Star and a review of the Committee's disclosure reports, it appears that Birdview Satellite Communications, Inc. and some of its officers participated in a scheme to violate the prohibition on corporate contributions at 2 U.S.C. § 441b. As was discussed above, it appears that Birdview may have reimbursed at least 18 individuals for contributions they made to the Dole for Senate Committee from December 6, 1983, to October 21, 1985. As such, Birdview is the actual contributor of at least $17,750 to the Dole for Senate Committee. 11 C.F.R. § 110.4(b)(2)(i). This is in violation of the prohibition on corporate contributions contained in 2 U.S.C. § 441b. It also appears that Charles A. Ross, as an officer of Birdview, caused the contribution to be made in violation of 2 U.S.C. § 441b. Since it appears that Charles A. Ross engaged in the above activity in order to circumvent the prohibition on corporate contributions contained in 2 U.S.C. § 441b, it appears that these violations are knowing and willful. Therefore there is reason to believe that Charles A. Ross knowingly and willfully violated 2 U.S.C. § 441b.

9504368145 2

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 2582
)

SUBPOENA

To: Charles A. Ross
c/o Birdview Satellite
Communications, Inc.
11863 W. 112th Street
Overland Park, KS 66210

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on April 13, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 2:00 p.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368145 3

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 31st day of March, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (2 pages)

95043681454

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contributions made in your name and/or your spouse's name from July 1, 1983, to the present.
2. Produce any and all documents that relate, refer, or pertain to your expense account, bonuses, and salary or wage adjustments while you were employed by, served as a consultant to, or were in any way associated with Birdview Satellite Communications, Inc.
3. Produce any and all policies, procedures, memoranda, or other documents which relate, refer, or pertain to the making of contributions, political or otherwise, by Birdview Satellite Communications, Inc.
4. Produce any and all policies, procedures, memoranda, or other documents which relate, refer, or pertain to the expense accounts or expense reports of employees, and/or consultants of Birdview Satellite Communications, Inc. This request includes, but is not limited to, any documents that discuss what expenses will be covered by the expense accounts.
5. Produce any and all documents which relate, refer, or pertain to the reimbursement of political contributions made by individuals who are associated with Birdview Satellite Communications, Inc. or by members of their family.

9504368145

6. Produce any and all documents which relate, refer, or pertain to Birdview Satellite Communications, Inc.'s policy on bonuses to employees and/or consultants.

7. Produce any and all documents which relate, refer, or pertain to fundraising for the Dole for Senate Committee and/or any other political committe and/or candidate.

9504368146

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Gunilla Ross
10748 Larson
Overland Park, KS 66212

RE: MUR 2582
Gunilla Ross

Dear Mrs. Ross:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504368457

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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Subpoena for Deposition and Documents

9504368458

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Gunilla Ross MUR 2582

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed its employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Gunilla Ross made a $1,000 contribution on December 27, 1983, and a $250 contribution on October 21, 1985. Mrs. Ross' husband, Charles, was an employee of Birdview Satellite Communications, Inc. when the contribution was made. Therefore, it appears that Mrs. Ross may have been reimbursed by Birdview Satellite Communications, Inc. It appears that Mrs. Ross knowingly permitted her name to be used to effect a political contribution in the name of another. Therefore, there is reason to believe that Gunilla Ross violated 2 U.S.C. § 441f.

9504368145 9

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Gunilla Ross
10748 Larson
Overland Park, KS 66212

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on March 30, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 4:00 p.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368140

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 30th day of March, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

95043681461

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contribution made in your name and/or your spouse's name from July 1, 1983, to the present.

2. Produce any and all documents, including but not limited to financial institution and personal records, that relate, refer, or pertain to any reimbursements for political contributions received by you and/or your spouse or any other person from July 1, 1983, to the present.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Joy Small
c/o Steven Small
P. O. Box 907
Chanute, KS 66720

RE: MUR 2582
Joy Small

Dear Mrs. Small:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504368143

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Joy Small MUR 2582

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to reports filed with the Commission by the Dole for Senate Committee, Joy Small made a $1,000 contribution on July 23, 1984. It appears that Mrs. Small was reimbursed by Birdview Satellite Communications, Inc. In a newspaper article which was printed in the Kansas City Star on January 28, 1988, Joy Small's husband, Steven, stated that Birdview Satellite Communications, Inc. reimbursed him for the contribution made in his wife's name. It appears that Joy Small knowingly permitted her name to be used to effect a political contribution made in the name of another. Therefore, there is reason to believe that Joy Small violated 2 U.S.C. § 441f.

9504368145

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 2582
)

SUBPOENA

To: Joy Small
c/o Steven Small
P. O. Box 907
Chanute, KS 66720

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on March 28, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 12:00 noon and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368146

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 31st day of March 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368147

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contribution made in your name and/or your spouse's name from July 1, 1983, to the present.

2. Produce any and all documents, including but not limited to financial institution and personal records, that relate, refer, or pertain to any reimbursements for political contributions received by you and/or your spouse or any other person from July 1, 1983, to the present.

95043681468

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Steven Small
P. O. Box 907
Chanute, KS 66720

RE: MUR 2582
Steven Small

Dear Mr. Small:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. §§ 441b and 441f, provisions of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

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If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Steven Small **MUR 2582**

I. CONTRIBUTIONS IN THE NAME OF ANOTHER

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to reports filed with the Commission by the Dole for Senate Committee, Steven Small made a $1,000 contribution on July 23, 1984. It appears that Mr. Small was reimbursed by Birdview Satellite Communications, Inc. Mr. Small stated, in a newspaper article which was printed in the Kansas City Star on January 28, 1988, that Birdview Satellite Communications, Inc. reimbursed him for his contribution. It appears that Mr. Small knowingly permitted his name to be used to effect a political contribution made in the name of another. Therefore, there is reason to believe that Steven Small violated 2 U.S.C. § 441f.

II. CORPORATE CONTRIBUTIONS

Pursuant to 2 U.S.C. § 441b, a corporation may not make a contribution in connection with a candidate for federal office.

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Also, an officer or director of a corporation is prohibited from consenting to the making of a corporate contribution in connection with a federal candidate. The Dole for Senate Committee was the principal campaign committee of Senator Robert Dole with respect to the 1986 election. Thus, corporations may not contribute to the Dole for Senate Committee.

At the time that Mr. Small was reimbursed by Birdview Satellite Communication, Inc. for a contribution to the Dole for Senate Comittee, he was a vice president of Birdview Satellite Communications, Inc. As a result, it appears that Mr. Small, as an officer of Birdview Satellite Communications, Inc., consented to the making of a corporate contribution in connection with a federal candidate. Therefore, there is reason to believe that Steven Small violated 2 U.S.C. § 441b.

9504368147 2

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Steven Small
P. O. Box 907
Chanute, KS 66720

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on March 28, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 10:00 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368147

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 31st day of March, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368474

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contributions made in your name and/or your spouse's name from July 1, 1983, to the present.
2. Produce any and all records that relate, refer, or pertain to your expense account, bonuses, and salary or wage adjustments while you were employed by, served as a consultant to, or were in any way associated with Birdview Satellite Communications, Inc.
3. Produce any and all documents which relate, refer, or pertain to the reimbursement of political contributions made to you, any member of your family or any other individual known to you.

9504368475

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Martha J. Hamilton
219 S. Westview
Chanute, KS 66720

RE: MUR 2582
Martha J. Hamilton

Dear Mrs. Hamilton:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504368147 6

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Martha J. Hamilton MUR 2582

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to reports filed with the Commission by the Dole for Senate Committee, Martha J. Hamilton made a $1,000 contribution on July 23, 1984. It appears that Mrs. Hamilton was reimbursed by Birdview Satellite Communications, Inc. In a newspaper article which was printed in the Kansas City Star on January 28, 1988, Martha J. Hamilton's husband, David, stated that Birdview Satellite Communications, Inc. reimbursed him for the contribution made in his wife's name. It appears that Martha J. Hamilton knowingly permitted her name to be used to effect a political contribution made in the name of another. Therefore, there is reason to believe that Martha J. Hamilton violated 2 U.S.C. § 441f.

9504368147 8

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Martha J. Hamilton
219 S. Westview
Chanute, KS 66720

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on March 28, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 4:00 p.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

95043681479

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 31st day of March, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368143 0

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contribution made in your name and/or your spouse's name from July 1, 1983, to the present.

2. Produce any and all documents, including but not limited to financial institution and personal records, that relate, refer, or pertain to any reimbursements for political contributions received by you and/or your spouse or any other person from July 1, 1983, to the present.

9504360814831

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Stan Ross
Route 2, Box 37
Humboldt, KS 66748

RE: MUR 2582
Stan Ross

Dear Mr. Ross:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504368142

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Stan Ross **MUR 2582**

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed its employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Stan Ross made a $1,000 contribution on December 16, 1983. Mr. Ross was an employee of Birdview Satellite Communications, Inc. when the contribution was made. Therefore, it appears that Mr. Ross may have been reimbursed by Birdview Satellite Communications, Inc. It appears that Mr. Ross knowingly permitted his name to be used to effect a political contribution in the name of another. Therefore, there is reason to believe that Stan Ross violated 2 U.S.C. § 441f.

9504368148 4

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Stan Ross
Route 2, Box 37
Humboldt, KS 66748

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on April 12, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 2:00 p.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

2504368435

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 31st day of March, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368143 6

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contributions made in your name and/or your spouse's name from July 1, 1983, to the present.
2. Produce any and all records that relate, refer, or pertain to your expense account, bonuses, and salary or wage adjustments while you were employed by, served as a consultant to, or were in any way associated with Birdview Satellite Communications, Inc.
3. Produce any and all documents which relate, refer, or pertain to the reimbursement of political contributions made to you, any member of your family or any other individual known to you.

9504368143 7

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Dale A. Galemore
1206 West Elm
Chanute, KS 66720

RE: MUR 2582
Dale A. Galemore

Dear Mr. Galemore:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504368148

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Dale A. Galemore MUR 2582

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed its employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Dale A. Galemore made a $1,000 contribution on July 23, 1984. Mr. Galemore was an employee of Birdview Satellite Communications, Inc. when the contribution was made. Therefore, it appears that Mr. Galemore may have been reimbursed by Birdview Satellite Communications, Inc. It appears that Mr. Galemore knowingly permitted his name to be used to effect a political contribution in the name of another. Therefore, there is reason to believe that Dale A. Galemore violated 2 U.S.C. § 441f.

9504368142 0

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Dale A. Galemore
1206 West Elm
Chanute, KS 66720

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on March 29, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 2:00 p.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368149 1

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 30th day of March, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368142

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contributions made in your name and/or your spouse's name from July 1, 1983, to the present.
2. Produce any and all records that relate, refer, or pertain to your expense account, bonuses, and salary or wage adjustments while you were employed by, served as a consultant to, or were in any way associated with Birdview Satellite Communications, Inc.
3. Produce any and all documents which relate, refer, or pertain to the reimbursement of political contributions made to you, any member of your family or any other individual known to you.

9504368143

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Cynthia A. Galemore
1613 Frontier Lane
Olathe, KS 66062

RE: MUR 2582
Cynthia A. Galemore

Dear Mrs. Galemore:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504368149

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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9504368425

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Cynthia A. Galemore MUR 2582

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed its employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Cynthia A. Galemore made a $1,000 contribution on July 23, 1984. Mrs. Galemore's husband, Dale, was an employee of Birdview Satellite Communications, Inc. when the contribution was made. Therefore, it appears that Mrs. Galemore may have been reimbursed by Birdview Satellite Communications, Inc. It appears that Mrs. Galemore knowingly permitted her name to be used to effect a political contribution in the name of another. Therefore, there is reason to believe that Cynthia A. Galemore violated 2 U.S.C. § 441f.

9504368142 6

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Cynthia A. Galemore
1613 Frontier Lane
Olathe, KS 66062

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on March 29, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 4:00 p.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368149 7

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 31st day of March 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368142 8

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contribution made in your name and/or your spouse's name from July 1, 1983, to the present.

2. Produce any and all documents, including but not limited to financial institution and personal records, that relate, refer, or pertain to any reimbursements for political contributions received by you and/or your spouse or any other person from July 1, 1983, to the present.

9504368142 9

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Merett Ross
Route 2, Box 37
Humboldt, KS 66748

RE: MUR 2582
Merett Ross

Dear Mrs. Ross:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504308150

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

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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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Merett Ross **MUR 2582**

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed its employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Merett Ross made a $1,000 contribution on December 16, 1983. Mrs. Ross' husband, Stan, was an employee of Birdview Satellite Communications, Inc. when the contribution was made. Therefore, it appears that Mrs. Ross may have been reimbursed by Birdview Satellite Communications, Inc. It appears that Mrs. Ross knowingly permitted her name to be used to effect a political contribution in the name of another. Therefore, there is reason to believe that Merett Ross violated 2 U.S.C. § 441f.

9504368150 2

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Merett Ross
Route 2, Box 37
Humboldt, KS 66748

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on April 12, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 4:00 p.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368503

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 31st day of March 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368150 4

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contribution made in your name and/or your spouse's name from July 1, 1983, to the present.

2. Produce any and all documents, including but not limited to financial institution and personal records, that relate, refer, or pertain to any reimbursements for political contributions received by you and/or your spouse or any other person from July 1, 1983, to the present.

9504360815 05

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Hackerott
512 S. Sunset Avenue
Chanute, KS 66720

RE: MUR 2582
Ed Hackerott

Dear Mr. Hackerott:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504368150 6

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

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Sincerely,

Thomas J. Josefiak
Chairman

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Ed Hackerott **MUR 2582**

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed its employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Ed Hackerott made a $1,000 contribution on December 16, 1983. Mr. Hackerott was an employee of Birdview Satellite Communications, Inc. when the contribution was made. Therefore, it appears that Mr. Hackerott may have been reimbursed by Birdview Satellite Communications, Inc. It appears that Mr. Hackerott knowingly permitted his name to be used to effect a political contribution in the name of another. Therefore, there is reason to believe that Ed Hackerott violated 2 U.S.C. § 441f.

9504368158

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Ed Hackerott
512 S. Sunset Avenue
Chanute, KS 66720

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on March 30, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 10:00 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368150 9

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 31st day of March, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504381510

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contributions made in your name and/or your spouse's name from July 1, 1983, to the present.
2. Produce any and all records that relate, refer, or pertain to your expense account, bonuses, and salary or wage adjustments while you were employed by, served as a consultant to, or were in any way associated with Birdview Satellite Communications, Inc.
3. Produce any and all documents which relate, refer, or pertain to the reimbursement of political contributions made to you, any member of your family or any other individual known to you.

9504368115 11

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Sharon Phillips
11611 E. 58th Terrace
Kansas City, MO 64133

RE: MUR 2582
Sharon Phillips

Dear Mrs. Phillips:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504368151 2

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Sharon Phillips MUR 2582

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed its employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Sharon Phillips made a $1,000 contribution on December 16, 1983. Mrs. Phillips' husband, Steven, was an employee of Birdview Satellite Communications, Inc. when the contribution was made. Therefore, it appears that Mrs. Phillips may have been reimbursed by Birdview Satellite Communications, Inc. It appears that Mrs. Phillips knowingly permitted her name to be used to effect a political contribution in the name of another. Therefore, there is reason to believe that Sharon Phillips violated 2 U.S.C. § 441f.

9504368514

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Sharon Phillips
11611 E. 58th Ter.
Kansas City, MO 64133

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on March 29, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 12:00 noon and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368151 5

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 24th day of Mar., 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368151516

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contribution made in your name and/or your spouse's name from July 1, 1983, to the present.

2. Produce any and all documents, including but not limited to financial institution and personal records, that relate, refer, or pertain to any reimbursements for political contributions received by you and/or your spouse or any other person from July 1, 1983, to the present.

9504368517

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Steven Phillips
11611 E. 58th Terrace
Kansas City, MO 64133

RE: MUR 2582
Steven Phillips

Dear Mr. Phillips:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504368151 8

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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95043681519

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Steven Phillips MUR 2582

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed its employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Steven Phillips made a $1,000 contribution on December 16, 1983. Mr. Phillips was an employee of Birdview Satellite Communications, Inc. when the contribution was made. Therefore, it appears that Mr. Phillips may have been reimbursed by Birdview Satellite Communications, Inc. It appears that Mr. Phillips knowingly permitted his name to be used to effect a political contribution in the name of another. Therefore, there is reason to believe that Steven Phillips violated 2 U.S.C. § 441f.

9504368152O

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Steven Phillips
11611 E. 58th Ter.
Kansas City, MO 64133

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on March 29, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 10:00 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

95043681521

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 4th day of March 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368152 2

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contributions made in your name and/or your spouse's name from July 1, 1983, to the present.
2. Produce any and all records that relate, refer, or pertain to your expense account, bonuses, and salary or wage adjustments while you were employed by, served as a consultant to, or were in any way associated with Birdview Satellite Communications, Inc.
3. Produce any and all documents which relate, refer, or pertain to the reimbursement of political contributions made to you, any member of your family or any other individual known to you.

9504368152

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Betty Owens
2401 W. 3rd Street
Chanute, KS 66720

RE: MUR 2582
Betty Owens

Dear Mrs. Owens:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504368152 4

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d).. Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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9504368155

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Betty Owens MUR 2582

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed its employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Betty Owens made a $1,000 contribution on December 16, 1983. Mrs. Owens' husband, Robert, was an employee of Birdview Satellite Communications, Inc. when the contribution was made. Therefore, it appears that Mrs. Owens may have been reimbursed by Birdview Satellite Communications, Inc. It appears that Mrs. Owens knowingly permitted her name to be used to effect a political contribution in the name of another. Therefore, there is reason to believe that Betty Owens violated 2 U.S.C. § 441f.

9504368152 6

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Betty Owens
2401 W. 3rd Street
Chanute, KS 66720

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on April 12, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 12:00 noon and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368152 7

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 24th day of March, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368152 8

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contribution made in your name and/or your spouse's name from July 1, 1983, to the present.

2. Produce any and all documents, including but not limited to financial institution and personal records, that relate, refer, or pertain to any reimbursements for political contributions received by you and/or your spouse or any other person from July 1, 1983, to the present.

9504368152 9

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Darlene Hackerott
512 S. Sunset Avenue
Chanute, KS 66720

RE: MUR 2582
Darlene Hackerott

Dear Mrs. Hackerott:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504368570

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Darlene Hackerott MUR 2582

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed its employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Darlene Hackerott made a $1,000 contribution on December 16, 1983. Mrs. Hackerott's husband, Ed, was an employee of Birdview Satellite Communications, Inc. when the contribution was made. Therefore, it appears that Mrs. Hackerott may have been reimbursed by Birdview Satellite Communications, Inc. It appears that Mrs. Hackerott knowingly permitted her name to be used to effect a political contribution in the name of another. Therefore, there is reason to believe that Darlene Hackerott violated 2 U.S.C. § 441f.

9504368152

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Darlene Hackerott
512 S. Sunset Avenue
Chanute, KS 66720

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on March 30, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 12:00 noon and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368153

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 30th day of March, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368153 4

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contribution made in your name and/or your spouse's name from July 1, 1983, to the present.

2. Produce any and all documents, including but not limited to financial institution and personal records, that relate, refer, or pertain to any reimbursements for political contributions received by you and/or your spouse or any other person from July 1, 1983, to the present.

9504368155

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David K. Hamilton
8597 Dice Lane
Lenexa, KS 66215

RE: MUR 2582
David K. Hamilton

Dear Mr. Hamilton:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. §§ 441b and 441f, provisions of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

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If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: David K. Hamilton MUR 2582

I. CONTRIBUTIONS IN THE NAME OF ANOTHER

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to reports filed with the Commission by the Dole for Senate Committee, David K. Hamilton made a $1,000 contribution on July 23, 1984. It appears that David K. Hamilton was reimbursed by Birdview Satellite Communications, Inc. Mr. Hamilton stated, in a newspaper article which was printed in the Kansas City Star on January 28, 1988, that Birdview Satellite Communications, Inc. reimbursed him for his contribution. It appears that Mr. Hamilton knowingly permitted his name to be used to effect a political contribution made in the name of another. Therefore, there is reason to believe that David K. Hamilton violated 2 U.S.C. § 441f.

II. CORPORATE CONTRIBUTIONS

Pursuant to 2 U.S.C. § 441b, a corporation may not make a contribution in connection with a candidate for federal office.

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Also, an officer or director of a corporation is prohibited from consenting to the making of a corporate contribution in connection with a federal candidate. The Dole for Senate Committee was the principal campaign committee of Senator Robert Dole with respect to the 1986 election. Thus, corporations may not contribute to the Dole for Senate Committee.

At the time that Mr. Hamilton was reimbursed by Birdview Satellite Communication, Inc. for a contribution to the Dole for Senate Comittee, he was a vice president of Birdview Satellite Communications, Inc. As a result, it appears that Mr. Hamilton, as an officer of Birdview Satellite Communications, Inc., consented to the making of a corporate contribution in connection with a federal candidate. Therefore, there is reason to believe that David K. Hamilton violated 2 U.S.C. § 441b.

9504368153 9

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: David K. Hamilton
8597 Dice Lane
Lenexa, KS 66215

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on March 28, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 2:00 p.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368154O

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 31st day of March, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368154 1

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contributions made in your name and/or your spouse's name from July 1, 1983, to the present.
2. Produce any and all records that relate, refer, or pertain to your expense account, bonuses, and salary or wage adjustments while you were employed by, served as a consultant to, or were in any way associated with Birdview Satellite Communications, Inc.
3. Produce any and all documents which relate, refer, or pertain to the reimbursement of political contributions made to you, any member of your family or any other individual known to you.

9504368154 2

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Robert Owens
12328 Pembroke Lane
Shawnee Mission, KS 66209

RE: MUR 2582
Robert Owens

Dear Mr. Owens:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. §§ 441b and 441f, provisions of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504368154 3

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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9504368154

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Robert Owens MUR 2582

I. CONTRIBUTIONS IN THE NAME OF ANOTHER

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. §110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed it employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Robert Owens made a $1,000 contribution on December 16, 1983. The report stated that Robert Owens was an executive at Birdview Satellite Communications, Inc. Therefore, it appears that Robert Owens may have been reimbursed by Birdview Satellite Communications, Inc. It also appears that Robert Owens knowingly permitted his name to be used to effect a political contribution made in the name of another. Therefore, there is reason to believe that Robert Owens violated 2 U.S.C. § 441f.

9504368154 5

II. CORPORATE CONTRIBUTIONS

Pursuant to 2 U.S.C. § 441b, a corporation may not make a contribution in connection with a candidate for federal office. Also, an officer or director of a corporation is prohibited from consenting to the making of a corporate contribution in connection with a federal candidate. The Dole for Senate Committee was the principal campaign committee of Senator Robert Dole with respect to the 1986 election. Thus, corporations may not contribute to the Dole for Senate Committee.

At the time that Robert Owens was reimbursed by Birdview Satellite Communication, Inc. for a contribution to the Dole for Senate Committee, he was executive vice president of Birdview Satellite Communications, Inc. As a result, it appears that Robert Owens, as an officer of Birdview Satellite Communications, Inc., consented to the making of a corporate contribution in connection with a federal candidate. Therefore, there is reason to believe that Robert Owens violated 2 U.S.C. § 441b.

9504368154 6

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Robert Owens
12328 Pembroke Lane
Shawnee Mission, KS 66209

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on April 12, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 10:00 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368154 7

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 3rd day of March, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

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REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contributions made in your name and/or your spouse's name from July 1, 1983, to the present.
2. Produce any and all records that relate, refer, or pertain to your expense account, bonuses, and salary or wage adjustments while you were employed by, served as a consultant to, or were in any way associated with Birdview Satellite Communications, Inc.
3. Produce any and all documents which relate, refer, or pertain to the reimbursement of political contributions made to you, any member of your family or any other individual known to you.

9504368154 9

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr Roger Mason
c/o Birdview Satellite Communications, Inc.
11863 W. 112th Street
Overland Park, KS 66210

RE: MUR 2582
Roger Mason

Dear Mr. Mason:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

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If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Roger Mason **MUR 2582**

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed its employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Roger Mason made a $1,000 contribution on December 16, 1983. Mr. Mason was an employee of Birdview Satellite Communications, Inc. when the contribution was made. Therefore, it appears that Mr. Mason may have been reimbursed by Birdview Satellite Communications, Inc. It appears that Mr. Mason knowingly permitted his name to be used to effect a political contribution in the name of another. Therefore, there is reason to believe that Roger Mason violated 2 U.S.C. § 441f.

9504368155 2

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Roger Mason
c/o Birdview Satellite
Communications, Inc.
11863 W. 112th Street
Overland Park, KS 66210

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on April 13, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 10:00 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368153

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 2d day of March 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504308155 54

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contributions made in your name and/or your spouse's name from July 1, 1983, to the present.

2. Produce any and all records that relate, refer, or pertain to your expense account, bonuses, and salary or wage adjustments while you were employed by, served as a consultant to, or were in any way associated with Birdview Satellite Communications, Inc.

3. Produce any and all documents which relate, refer, or pertain to the reimbursement of political contributions made to you, any member of your family or any other individual known to you.

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95043681556

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Wanda Bowman
1703 A Street
Blue Springs, MO 64015

RE: MUR 2582
Wanda Bowman

Dear Ms. Bowman:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by March 22, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d).. Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Wanda Bowman MUR 2582

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed its employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Wanda Bowman made a $250 contribution on October 21, 1985. Wanda Bowman was an employee of Birdview Satellite Communications, Inc. when the contribution was made. Therefore, it appears that Ms. Bowman may have been reimbursed by Birdview Satellite Communications, Inc. It appears that Wanda Bowman knowingly permitted her name to be used to effect a political contribution in the name of another. Therefore, there is reason to believe that Wanda Bowman violated 2 U.S.C. § 441f.

9504368158

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Wanda Bowman
1703 A Street
Blue Springs, MO 64015

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on March 30, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 2:00 p.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368159

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 2nd day of March 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

95043681540

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contributions made in your name and/or your spouse's name from July 1, 1983, to the present.
2. Produce any and all records that relate, refer, or pertain to your expense account, bonuses, and salary or wage adjustments while you were employed by, served as a consultant to, or were in any way associated with Birdview Satellite Communications, Inc.
3. Produce any and all documents which relate, refer, or pertain to the reimbursement of political contributions made to you, any member of your family or any other individual known to you.

9504368151

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 7, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

David C. Owen
c/o Owen and Associates, Inc.
11827 W. 112th Street, Suite 102
Overland Park, KS 66210

RE: MUR 2582

Dear Mr. Owen:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena, which requires you to appear and give sworn testimony on April 11, 1988, at 2:00 p.m., and which requires you to provide certain information in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00, plus mileage at the rate of 21 cents per mile. You will be given a check for your witness fee and mileage at the time of the deposition.

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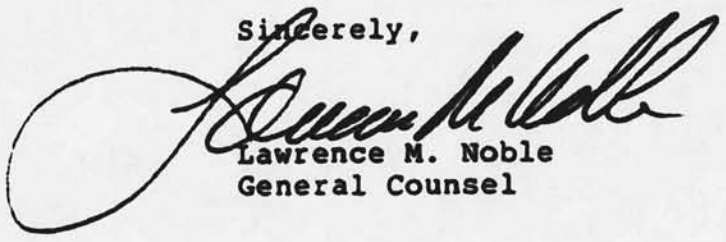
You may consult with an attorney and have an attorney assist you in the preparation of your responses to the subpoena. However, you are required to submit the information under oath by March 22, 1988.

Please confirm your scheduled appearance with Susan Beard on our toll free line (800/424-9530) within two days of your receipt of this notification. If you have any questions, please direct them to Susan Beard, the attorney handling this matter.

Sincerely,



Lawrence M. Noble
General Counsel

Enclosure
Subpoena

95043681563

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: David C. Owen
c/o Owen and Associates, Inc.
11827 W. 112th Street, Suite 102
Overland Park, KS 66210

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on April 11, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 2:00 p.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by March 22, 1988.

9504368154

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 3rd day of March 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368155

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents which relate, refer, or pertain to the making or reimbursement of political contributions by Birdview Satellite Communications, Inc. and any other entities or persons associated in any way with Birdview Satellite Communications, Inc.

2. Produce any and all documents which relate, refer, or pertain to any fundraising activities on behalf of candidates for federal office or on behalf of organizations supporting such candidates which Birdview Satellite Communications, Inc. or any of its employees, consultants or any other individual associated with it was or is involved.

95043368156

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 10, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

U.S. Trustee
434 N. Market
Wichita, KS 67202

RE: MUR 2582

Dear Sir:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena to Birdview Satellite Communications, Inc. The Commission has been informed that the U.S. Trustee in Wichita is currently acting as the Trustee in Bankruptcy for Birdview Satellite Communications, Inc., Case No. 86-41150 (U.S. District Court in Topeka, KS). The Commission requests that you provide any information in your possession which is relevant to the enclosed subpoena.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

If you have any questions, please direct them to Susan Beard, the attorney handling this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Subpoena

9504368156 7

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

88 MAR 17 PM 3:44

Office of the General Counsel
Federal Election Commission
999 E Street, N.W.,
Washington, D.C. 20463

RECEIVED
FEDERAL ELECTION COMMISSION

88 MAR 18 AM 10:26

RE: MUR 2582
Joy & Steven Small

Dear Sirs,

Enclosed are copies of our personal checks to the Dole for Senate Campaign and a copy of Bob Dole's acknowledgement. We do not have the payroll check stubs to prove reimbursement.

Sincerely,

Steven Small

109 N. Forest
Chanute, Kansas 66720

9504308115 68

SENATOR BOB DOLE

June 25, 1984

Mr. and Mrs. Steven Small
933 South Evergreen
Chanute, Kansas 66720

Dear Mr. and Mrs. Small:

Just a note to express my sincere appreciation for your generous contribution of $2,000 to my reelection campaign fund.

Many thanks for your support and best wishes.

Sincerely yours,

BOB DOLE
United States Senate

9504368156 9

Not prepared or mailed at Taxpayer's expense. Paid for by DOLE FOR SENATE COMMITTEE, 919 Prince Street, Alexandria, Virginia 22314.

STEVEN OR JOY SMALL 1-83
933 S. EVERGREEN
CHANUTE, KS 66720

4347

June 11 1984

83-68
1011

Pay To The Order Of Dole for Senate $ 1000.00

One Thousand and no/100 Dollars

NATIONAL BANK
PH. 316-431-4200
FDIC CHANUTE, KANSAS 66720

For

Joy Small

STEVEN OR JOY SMALL 1-83
933 S. EVERGREEN
CHANUTE, KS 66720

4346

6/11 1984

83-68
1011

Pay To The Order Of Dole for Senate $ 1000.00

One thousand and no/100 Dollars

NATIONAL BANK
PH. 316-431-4200
FDIC CHANUTE, KANSAS 66720

For

Steven Small

950430815 70

9504368157 1

JY '84 24

PAY TO THE ORDER OF
THE PALMER NATL BK.
WASHINGTON, D.C. 20006
FOR DEPOSIT CNLY
DOLE FOR SENATE
02003767

1010-0004

JY '84 24

PAY ANY 1
BANK

PNB

JY '84 24

PAY TO THE ORDER OF
THE PALMER NATL BK.
WASHINGTON, D.C. 20006
FOR DEPOSIT CNLY
DOLE FOR SENATE
02003767

1010-0004

JY '84 24

PAY ANY 1
BANK

CCC #882
- MUR 2582

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

88 MAR 18 AM 11:02

Dear Susan Beard,

The certified letter sent to me March 1988 from the Federal Election Commisson was a mistake.

I have never worked for Bidwew Satellite Communications, therefore, this letter has been written to the wrong Steven Phillips.

Steven Lance Phillips

RECEIVED
FEDERAL ELECTION COMMISSION
88 MAR 18 PM 3:12

9504368157 2

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

STATEMENT OF DESIGNATION OF COUNSEL

88 MAR 21 AM 9:27

MUR 2582

NAME OF COUNSEL: Randall D. Crawford

ADDRESS: 5950 North Oak, Suite 202
Kansas City, MO 64118

TELEPHONE: (816) 452-2468

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

3/15/88
Date

Dale Galemore
Signature

RESPONDENT'S NAME: Dale Galemore

ADDRESS: 1613 Frontier Lane
Olathe, Kansas 66062

HOME PHONE:

BUSINESS PHONE: (913) 492-3110

RECEIVED
FEDERAL ELECTION COMMISSION
88 MAR 21 PM 3:16

95043681573

STATEMENT OF DESIGNATION OF COUNSEL

MUR 2582

NAME OF COUNSEL: Randall D. Crawford

ADDRESS: 5950 North Oak, Suite 202
Kansas City, MO 64118

TELEPHONE: (816) 452-2468

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

3/15/88
Date

Cynthia Galemore
Signature

RESPONDENT'S NAME: Cynthia Galemore

ADDRESS: 1613 Frontier Lane
Olathe, Kansas 66062

HOME PHONE:

BUSINESS PHONE:

9504368574

Pat Trio
COC48829
RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM
88 MAR 21 AM 10:20

STINSON, MAG & FIZZELL

920 MAIN STREET
P. O. BOX 19251
KANSAS CITY, MISSOURI 64141-2251
(816) 842-8600

TELEX: 424123
TELEX ANSWERBACK: STINSONMAGKSC
TELECOPIER: (816) 474-6882

THE MAST BUILDING
7500 WEST 110TH STREET
OVERLAND PARK, KANSAS 66210-2329
(913) 451-8600

4000 LINCOLN PLAZA
500 N. AKARD
DALLAS, TEXAS 75201-3320
(214) 740-4000
TELECOPIER: (214) 740-4010

March 17, 1988

RECEIVED
FEDERAL ELECTION COMMISSION
88 MAR 21 PM 3:16

Mr. Daniel Blessington
Office of the General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D. C. 20463

Re: Robert E. Owens
MUR 2582

Dear Mr. Blessington:

Enclosed herewith is a Statement of Designation of Counsel for Mr. Owens. I expect to have his wife's designation in a day or so and will send it on to you at that time. As we discussed, Mr. Owens has only just received his subpoena and contacted me about it; therefore, it will take a few extra days past March 22 to respond with documents and a statement, if any.

The deposition date currently set is April 12, 1988. I expect to be starting an age discrimination trial on April 11, so it may be necessary to change the date of the deposition if that is possible.

Sincerely,

STINSON, MAG & FIZZELL

By John C. Aisenbrey
John C. Aisenbrey

JCA:hw
Enclosure

cc: Robert E. Owens

9304381575

STATEMENT OF DESIGNATION OF COUNSEL

MUR 2582

NAME OF COUNSEL: John C. Aisenbrey

ADDRESS: 2000 Boatmen's Center
920 Main Street
P. O. Box 19251
Kansas City, Missouri 64141

TELEPHONE: 816/842-8600

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

March 17, 1988
Date

Signature

RESPONDENT'S NAME: Robert E. Owens

ADDRESS: 12328 Pembroke Lane
Shawnee Mission, Kansas 66209

HOME PHONE:

BUSINESS PHONE: 913/541-1100

9504368157 6

HAND DELIVERED
RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

88 MAR 22 AM 9:51

DAVID K. HAMILTON
8597 DICE LANE
LENEXA, KS 66215

RECEIVED
FEDERAL ELECTION COMMISSION
88 MAR 22 PM 3:14

March 21, 1988

Ms. Susan Beard, attny.
Office of the General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

RE: MUR 2582 - David K. Hamilton

Dear Ms Beard:

This letter is in response to your March 7, 1988 request for submission of documents relative to the above referenced subpoena.

Please be advised that during the time period in question, the undersigned had only one political contribution and that was the July 1984 $1,000 contribution to the Senator Dole Reelection Campaign. I have been unable to locate documentation to support this contribution. Also, I do not have any records relating to expense accounts, bonuses, and salary or wage adjustments.

Yours very truly,

David K. Hamilton

David K. Hamilton

9504368157

DAVID K. HAMILTON
8597 DICE LANE
LENEXA, KS 66215

March 21, 1988

Ms. Susan Beard, attny.
Office of the General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

RE: MUR 2582 - Martha J. Hamilton

Dear Ms Beard:

This letter is in response to your March 7, 1988 request for submission of documents relative to the above referenced subpoena.

Please be advised that during the time period in question, the undersigned had only one political contribution and that was the July 1984 $1,000 contribution to the Senator Dole Reelection Campaign. I have been unable to locate documentation to support this contribution. Also, I do not have any records relating to expense accounts, bonuses, and salary or wage adjustments.

I understand that my March 28th appearance date has been cancelled pending review of a letter of explanation forthcoming from my doctor. I am to receive the referenced letter on March 22 and will forward same to your attention upon receipt.

Yours very truly,

Martha J. Hamilton

Martha J. Hamilton

9504368158

HAND DELIVERED

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM
88 MAR 22 PM 2:09

Koelling & Crawford, P.C.
Attorneys at Law

5950 North Oak
Suite 202
Kansas City, Missouri 64118

* Thomas W. Koelling
* Randall D. Crawford

* Licensed in Missouri and Colorado

(816) 452-2468

March 21, 1988

RECEIVED
FEDERAL ELECTION COMMISSION
88 MAR 22 PM 3:14

Office of The General Counsel
Federal Election Commission
999 E Street N.W.
Washington, D.C. 20463

ATT: Susan Beard, Esq.

Re: MUR 2582
Dale A. Galemore & Cynthia A. Galemore

Dear Ms. Beard:

Enclosed are responses to Request For Production of Documents regarding the above matter.

Also, per our phone conversation this morning, a copy of an affidavit from Mr. Galemore is enclosed. Depending on how much time is involved, the signed original will be sent to you as soon as possible or delivered to you at the depositions.

It is my understanding the depositions are scheduled for March 29, 1988. Please advise immediately if this has been changed.

Sincerely yours,

Randall D. Crawford

RDC/id
encl.

9504381579

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

88 MAR 31 AM 8:27

A F F I D A V I T

STATE OF Kansas)
) SS
COUNTY OF Johnson)

DALE A. GALEMORE, being of lawful age and duly sworn on his oath does state as follows:

This affidavit is being given to the Federal Election Commission to demonstrate that no action should be taken against me or my wife regarding its investigation first disclosed to us by its letter dated March 7, 1988 with accompanying subpoena and materials.

I did receive a bonus of $3,000 from my then employer, Birdview Satellite Communications, Inc., of Chanute, Kansas near the end of June, 1984. I was told by my manager that this bonus was being given to me because of my job performance. I believed this to be true because I had worked hard for Birdview and had received prior promotions, pay raises and bonuses based upon my job performance. At no time was I ever told nor was it suggested to me that my receiving the bonus was contingent upon me supporting the Dole campaign. I was to receive the bonus whether or not I decided to support Dole. Further, at no time was I told nor was it suggested to me that if I would contribute to the Dole campaign, then Birdview would reimburse me for the amount I gave. I did ask if Birdview had contributed to Dole and was told by my manager that Birdview had given the maximum amount permitted by law. I was encouraged by my manager to both vote for Dole and support him financially because Dole did not support "scrambling". Scrambling was a subject frequently discussed by Birdview employees and I felt that if scrambling was allowed the satellite industry would be severely damaged and I could lose my job. Living in a small town such a Chanute, Kansas, I knew my prospects for finding similar employment in Chanute were remote if Birdview closed or was forced to lay off employees because of scrambling. My manager did encourage me to give the maximum amount to the Dole campaign which he told me was $1,000. He also told me my wife could contribute the same amount. Following the meeting with my manager I discussed this with my wife. We both felt that what was good for the satellite industry was good for us since my livelihood depended upon the satellite industry. Making a contribution was never contingent or dependent upon my receiving a bonus since my wife and I had other savings from which to make the maximum donation to the Dole campaign and we decided to give the

9504381580

maximum. I discussed this again with my manager and was assured by him that it was legal for us to each give $1,000. It was about 10-12 days after I was first asked by my manager to contribute to the Dole campaign that I gave my manager two checks in the amount of $1,000 each made payable to Dole For Senate. One check was signed by myself and one check was signed by my wife.

I voluntarily quit my employment with Birdview near the end of August, 1986. By that time scrambling was occurring and it was having the expected impact upon the satellite industry, including Birdview. For my own job security, I obtained employment in an unrelated industry.

Dale A. Galemore

Dale A. Galemore

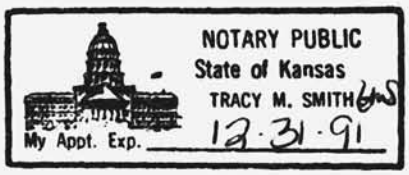
On the 26 day of March, 1988, Dale A. Galemore, appeared before me, a notary public, and declared that the information set forth above was true and correct according to his best knowledge and belief and he signed the same of his own free act and deed.

Tracy M Smith

Notary Public

Commission Expires:

12-31-91



9504381581

Re: Dale A. Gal[redacted]e

MUR 2582

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contributions made in your name and/or your spouse's name from July 1, 1983, to the present.
2. Produce any and all records that relate, refer, or pertain to your expense account, bonuses, and salary or wage adjustments while you were employed by, served as a consultant to, or were in any way associated with Birdview Satellite Communications, Inc.
3. Produce any and all documents which relate, refer, or pertain to the reimbursement of political contributions made to you, any member of your family or any other individual known to you.

RESPONSES

1. Attached.
2. Attached
3. None.

9504368152

Re: Dale A. Galemore

MUR 2582

RESPONSE TO REQUEST NUMBER 1

Two (2) pages attached

9504381533

PAY TO THE ORDER OF
THE PALMER NAT'L BK.
WASHINGTON, D.C. 20006
FOR DEPOSIT ONLY.
DOLE FOR SENATE
02003767

JY '84 24

PNB 3
PAY ANY 1 BANK
JY '84 24

95043 0815 8 4

DALE A. or CYNTHIA A. GALEMORE 5-83
1206 W. ELM
CHANUTE, KS 66720

534

6-11 19 84

83-68
1011

PAY TO THE ORDER OF Dole for Senate

$ 1000.00

One thousand dollars & 00/100 DOLLARS

NATIONAL BANK
FDIC CHANUTE, KANSAS

83-68

OR Re-Election Cynthia A Galemore

DALE A. OR CYNTHIA A. GALEMORE 535

6-11 19 84

PAY TO THE ORDER OF Dole For Senate $ 1000.00

One thousand dollars + 00/100 DOLLARS

NATIONAL BANK

FOR Re-Election Dale Galemore

[redacted]

95043681585

PAY TO THE ORDER OF
THE PALMER NAT'L BK.
WASHINGTON, D.C. 20006
FOR DEPOSIT ONLY
DOLE FOR SENATE
02003707

JY '84 24

PAY ANY BANK

JY '84 24

Re: Cynthia A. Galemore

MUR 2582

RESPONSE TO REQUEST NUMBER 1

Two (2) pages attached

95043681586

DALE A. GALEMORE
CYNTHIA A. GALEMORE

535

6-11 1984

83-68
1011

PAY TO THE ORDER OF Dale For Senate $ 1,000.00

One thousand dollars + 10/100 DOLLARS

NATIONAL BANK

FDIC

83-68

Dale Galemore

PAY TO THE ORDER OF
THE PALMER NAT'L BK.
WASHINGTON, D.C. 20006
FOR DEPOSIT ONLY
DALE FOR SENATE
02003707

1010-0004-8

JY '84 24

PAY ANY BANK

PHILA PGNAL

JY '84 24

95043681587

PAY TO THE ORDER OF
THE PALMER NAT'L BK.
WASHINGTON, D.C. 20006
FOR DEPOSIT ONLY
DOLE FOR SENATE
02003767

1010-000

JY '84 24

PNB 3
PAY ANY BANK
PHILA. PENNA.
JY '84 24

DALE A. OR CYNTHIA A. GALEMORE 5-83
1206 W. ELM
CHANUTE, KS 66720

534

6-11 19 84

83-68
1011

PAY TO THE ORDER OF Dole for Senate

$ 1000,00

One thousand dollars & 00/100 DOLLARS

FIRST NATIONAL BANK
FDIC CHANUTE, KANSAS

FOR Re-Election

Cynthia A Galemore

83-68

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

88 MAR 28 AM 11:42

U.S. Department of Justice

GCC # 8905

Office of United States Trustee
Districts of Kansas, New Mexico
and Oklahoma

434 North Market, Suite 100
Wichita, Kansas 67202

316/269-6637
FTS/752-6637

March 24, 1988

RECEIVED
FEDERAL ELECTION COMMISSION
88 MAR 28 PM 2:42

Lawrence M. Noble
General Counsel
Federal Election Commission
Washington, D.C. 20463

Dear Mr. Noble:

My office received your letter of March 10, 1988 on March 21, 1988. We are certainly willing to cooperate in whatever way we can.

The United States Trustee has the statutory duty of supervising the administration of bankruptcy cases filed under Title 11 of the United States Code. Pursuant to the United States Trustee's duties as set forth at 28 U.S.C. Sec. 586, I have appointed F. Stannard Lentz as the Chapter 11 trustee for Birdview Satellite Communcations, Inc. Mr. Lentz's address is P.O. Box 1704, Mission, Kansas 66222 and his telephone number is

I have referred this matter by forwarding the subpoena sent to my office to Mr. Lentz for his further consideration.

If you have any further questions or comments, please contact Mr. Lentz or me.

Sincerely,

Carol A. Park

CAROL A. PARK
United States Trustee

cap/smc
cc: F. Stannard Lentz, Chapter 11 trustee
Barbara O'Connor, Counsel to Director
of Executive Office for U.S. Trustee
Susan Beard, Attorney

9504368159

MUR 2582

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM
88 MAR 28 AM 9:28

STINSON, MAG & FIZZELL

920 MAIN STREET
P. O. BOX 19251
KANSAS CITY, MISSOURI 64141-2251
(816) 842-8600

THE MAST BUILDING
7500 WEST 110TH STREET
OVERLAND PARK, KANSAS 66210-2329
(913) 451-8600

4000 LINCOLN PLAZA
500 N. AKARD
DALLAS, TEXAS 75201-3320
(214) 740-4000
TELECOPIER: (214) 740-4010

TELEX: 424123
TELEX ANSWERBACK: STINSONMAGKSC
TELECOPIER: (816) 474-8882

March 23, 1988

Mr. Daniel Blessington
Office of the General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D. C. 20463

RECEIVED
FEDERAL ELECTION COMMISSION
88 MAR 28 PM 2:44

Re: Robert E. Owens
Betty S. Owens
MUR 2582

Dear Mr. Blessington:

Enclosed herewith is a Statement of Designation of Counsel for Mrs. Owens.

Sincerely,

STINSON, MAG & FIZZELL

By
John C. Aisenbrey

JCA:hw
Enclosure

cc: Robert E. Owens

9504381530

STATEMENT OF DESIGNATION OF COUNSEL

MUR 2582

NAME OF COUNSEL: John C. Aisenbrey
ADDRESS: 2000 Boatmen's Center
920 Main Street
P. O. Box 19251
Kansas City, Missouri 64141

TELEPHONE: 816/842-8600

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

March 23, 1988
Date

Signature

RESPONDENT'S NAME: Betty S. Owens
ADDRESS: 12328 Pembroke Lane
Shawnee Mission, Kansas 66209

HOME PHONE:

BUSINESS PHONE:

9504308115 91

CCC #8907

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

88 MAR 28 AM 11:32

LAW OFFICES OF
HOSKINS, KING, McGANNON & HAHN

SUITE 800 COMMERCE TRUST BUILDING
922 WALNUT STREET
KANSAS CITY, MISSOURI 64106

TELEPHONE
(816) 221-2416

TELECOPIER
(816) 221-4530

JOSEPH A. HOSKINS (1912-1977)
HARLOW B. KING (1913-1984)

R. EUGENE McGANNON
J. GLENN HAHN
WALTER J. KENNEDY
ROBERT M. MODEER
ALEX H. FLEMINGTON, JR.
DAVID E. BASS
DONALD F. BAYER
STEVEN C. KRUEGER
THOMAS M. BRADSHAW
DAVID T. GULFOYLE
DAVID N. ZIMMERMAN

JOSEPH M. CHIARELLI
DONALD E. HOWELL, JR.
MICHAEL E. GRIFFIN
NANCY B. BARCLAY
KATHLEEN A. CLARK
DAVID R. MITCHELL
WALTER R. RANDALL, JR.

DONALD R. ELSEL, JR., P.C.
OF COUNSEL

March 25, 1988

Ms. Susan Beard
Office of the General Counsel
Federal Election Commission
999 East Street, N.W.
Washington, D.C. 20463

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
88 MAR 28 PM 2:42

Re: MUR 2582
Our Client: Roger Mason

Dear Ms. Beard:

We have been retained to represent Roger Mason in the above-captioned matter. The signed Statement of Designation of Counsel will be mailed to you shortly.

The Commission's letter dated March 7, 1988 with the attached Subpoena was mailed to Mr. Mason at an address where he no longer resides. He did not receive this material until March 21, 1988 and, therefore, will be unable to respond to the request for production of documents by the stated deadline of March 22. We are requesting an extension of time which would allow us to produce these documents on April 4. If they can be obtained and reviewed prior to that date, we will produce them sooner.

Our general approach in situations like this is to recommend that clients cooperate with the investigating federal agency. However, I have not had a chance at this writing to research the statutes referred to in Mr. Josefiak's letter and my initial reaction after reading the material enclosed with that letter was to question whether a newspaper article in the Kansas City Star constitutes sufficient, reliable evidence to support a finding by the Commission that "there is reason to believe that

9504308152 2

a violation of the Act has been committed", enabling this investigation to be conducted. After we have completed our research we may discuss this issue further by availing ourselves of the opportunity to submit factual or legal materials relevant to the allegations. We are also requesting an extension of time to April 4 for filing this submission.

Very truly yours,

Tom Bradshaw

Thomas M. Bradshaw

cc: Mr. Roger Mason

9504308152

GCC #8916

STINSON, MAG & FIZZELL

920 MAIN STREET
P. O. BOX 19251
KANSAS CITY, MISSOURI 64141-2251
(816) 842-8600

TELEX: 424123
TELEX ANSWERBACK: STINSONMAGKSC
TELECOPIER: (816) 474-6882

THE MAST BUILDING
7500 WEST 110TH STREET
OVERLAND PARK, KANSAS 66210-2329
(913) 451-8600

4000 LINCOLN PLAZA
500 N. AKARD
DALLAS, TEXAS 75201-3320
(214) 740-4000
TELECOPIER: (214) 740-4010

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

88 MAR 28 AM 10:08

March 21, 1988

Office Of The General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D. C. 20463

ATTENTION: Daniel Blessington

RECEIVED
FEDERAL ELECTION COMMISSION
88 MAR 28 PM 2:44

Re: Ed Hackerott
Darlene Hackerott
MUR 2582

Gentlemen:

We are attorneys for the above-named individuals who received your letter of March 7, 1988, together with the enclosures mentioned therein. Pursuant to the subpoena, we enclose herewith copies of the front and back of two checks dated December 14, 1983, payable to Dole for Senate, one executed by Darlene Hackerott and the other executed by Edward Hackerott. Also enclosed is a checking account deposit ticket dated December 23, 1983, evidencing a $2,000 deposit in the Hackerott's account on that date. Finally, we enclose two statements of designation of counsel signed by Darlene Hackerott and Ed Hackerott, respectively.

Mr. and Mrs. Hackerott are persons capable of furnishing testimony concerning the enclosed documents.

Mr. and Mrs. Hackerott hereby request pre-probable cause conciliation.

Very truly yours,

STINSON, MAG & FIZZELL

By John C. Noonan
John C. Noonan

JCN:sm
Enclosures

9504381504

STATEMENT OF DESIGNATION OF COUNSEL

MUR 2582

NAME OF COUNSEL: John C. Noonan

ADDRESS: 920 Main Street
P. O. Box 19251
Kansas City, Missouri 64141

TELEPHONE: 816-842-8600

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

3/21/88
Date

Darlene J Hackerott
Signature

RESPONDENT'S NAME: Darlene Hackerott

ADDRESS: 512 South Sunset Avenue
Chanute, Kansas 66720

HOME PHONE:

BUSINESS PHONE:

9504308155

STATEMENT OF DESIGNATION OF COUNSEL

MUR 2582

NAME OF COUNSEL: John C. Noonan

ADDRESS: 920 Main Street, P. O. Box 19251
Kansas City, Missouri 64141

TELEPHONE: 816-842-8600

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

3/21/88
Date

E H Hackerott
Signature

RESPONDENT'S NAME: Ed Hackerott

ADDRESS: 512 South Sunset Avenue
Chanute, Kansas 66720

HOME PHONE:

BUSINESS PHONE:

9504308152 6

E. H. OR DARLENE J. HACKEROTT
512 SO. SUNSET AVE.
CHANUTE, KANSAS 66720

3133

83-69/1011

12-14 1983

Pay to the order of DOLE FOR CONGRESS $1000 00

One thousand 00/100 Dollars

PAID
DEC 21 83

122-50057

0468

Bank of COMMERCE
P.O. Box 838
Chanute, Kansas 66720
316-431-1400

BANK OF COMMERCE
CHANUTE, KANSAS

83-69

Memo

Darlene J. Hackerott

E. H OR DARLENE J. HACKEROTT
512 SO. SUNSET AVE.
CHANUTE, KANSAS 66720

3076

83-69/1011

PAID
DEC 21 83

12/14 1983

Pay to the order of DOLE FOR CONGRESS $1000 00

One thousand 00/100 Dollars

122450058

4-1-68

Bank of COMMERCE
P.O. Box 838
Chanute, Kansas 66720
316-431-1400

BANK OF COMMERCE
CHANUTE, KANSAS

Memo

CHECKING ACCOUNT DEPOSIT TICKET

E. H OR DARLENE J. HACKEROTT
512 SO. SUNSET AVE.
CHANUTE, KANSAS 66720

DATE 12/23 1983

CASH	CURRENCY		
	COIN		
CHECKS	B-Vieu	1000	-
TOTAL			
NET DEPOSIT		1000	-

83-69/1011

Checks and other items are received for deposit subject to the terms and conditions of the bank's collection agreement.
USE OTHER SIDE FOR ADDITIONAL LISTING
BE SURE EACH ITEM IS PROPERLY ENDORSED

4-1-68

ACKNOWLEDGE RECEIPT OF CASH RETURNED BY SIGNING ABOVE

DEC 23 83

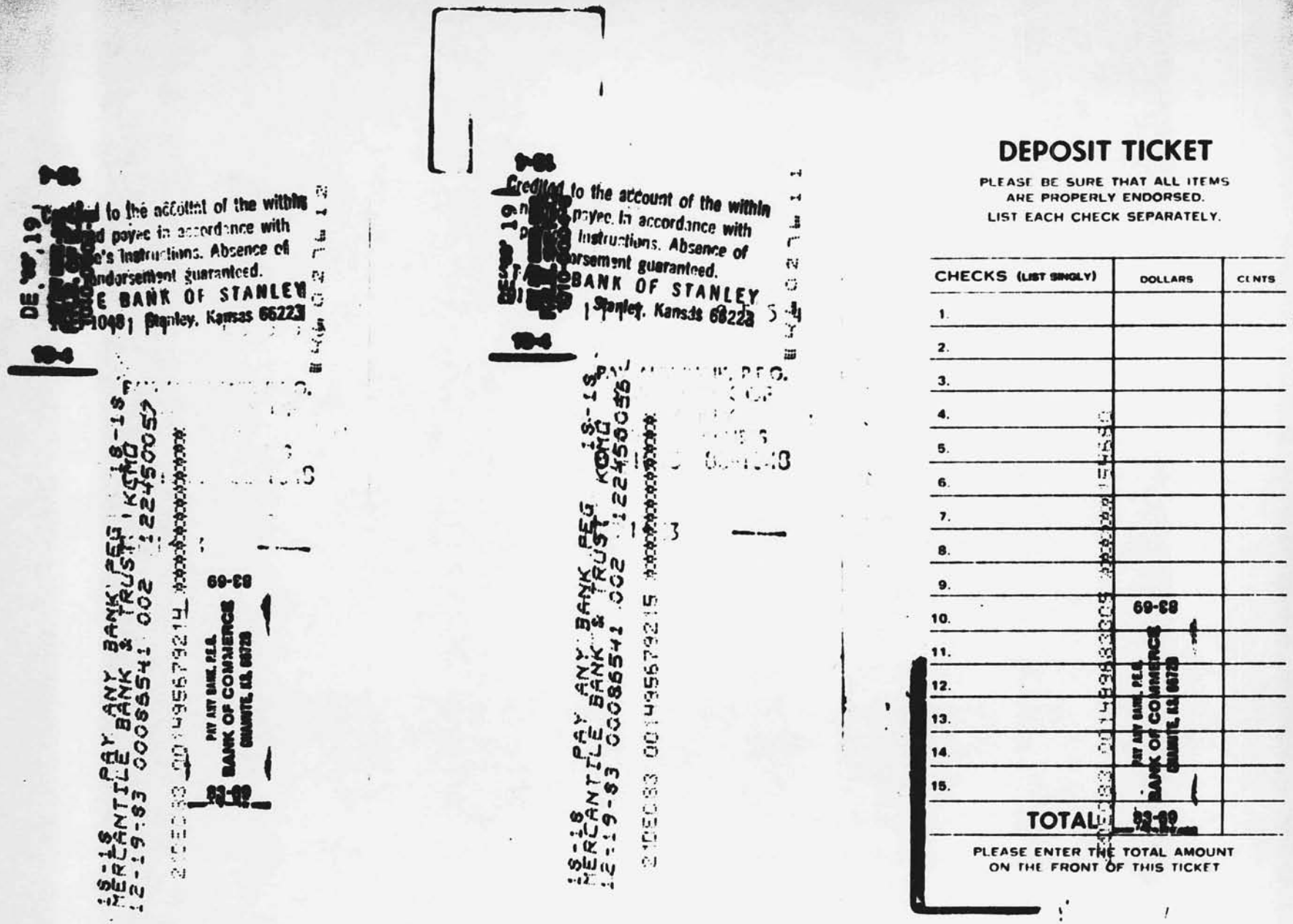
Bank of COMMERCE
P.O. Box 838
Chanute, Kansas 66720
316-431-1400

BANK OF COMMERCE
CHANUTE, KANSAS

CG

83-69

9504368152 7



9504368159 8

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

88 MAR 31 AM 8:27

PSYCHIATRIC PROFESSIONAL ASSOCIATION

8951 WEST 75TH STREET
OVERLAND PARK, KANSAS 66204
(913) 642-1542

P. ALBERT POL, M.D.
LOUISE D. GLOTZBACH, Ph.D.
SIMON O. SIDELNIK, M.D.
TERESA M. VARANKA, M.D.
ELIZABETH BABCOCK, Ph.D.
BRUCE MICHAEL CAPPO, Ph.D.
MICHAEL H. SCHWARTZ, Ph.D.
MARGARET OTTO, L.S.C.S.W.

623 MARSHALL
LEAVENWORTH, KANSAS 66048
(913) 682-4800

Federal Election Commission
Washinton, D.C. 20463

3/21/88

RE: Marti Hamilton

TO WHOM IT MAY CONCERN:

Mrs. Marti Hamilton has been under a great deal of stress during the past few months. Based on my clinical judgement, I think it would be detrimental for her to testify in a hearing at the present time. My recommendation is that she be excused from the above procedure.

Sincerely,

P.Albert Pol, M.D.

9504368159

MUR#2582

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

88 APR -4 AM 10: 17

Koelling & Crawford, P.C.
Attorneys at Law

5950 North Oak
Suite 202
Kansas City, Missouri 64118

* Licensed in Missouri and Colorado

(816) 452-2458

* Thomas W. Koelling
* Randall D. Crawford

March 30, 1988

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
88 APR -4 PM 12: 31

Daniel J. Blessington, Esq.
Federal Election Commission
999 E. Street NW
Washington, D.C. 20463

Re: MUR 2582 - Dale A. Galemore

Dear Mr. Blessington:

This is to provide you with what Mr. Galemore believes to be accurate information to the best of his knowledge concerning one of your questions to him at the deposition on March 29, 1988. During the deposition I believe you had asked Mr. Galemore if he had seen Steve Small or Dave Owen at the Birdview facility the evening he had gone there to meet with Roger Mason. These events occurred nearly four years ago, so it is not something Mr. Galemore has a vivid recollection of. In response to your question, I believe Mr. Galemore replied that he wasn't absolutely sure, but he did not remember either Mr. Small or Mr. Owen being present. Since the deposition, Mr. Galemore has tried to recreate in his mind what occurred that evening and he does believe that both Mr. Small and Mr. Owen were at the facility. As near as he can remember, Mr. Small would have come into Mr. Mason's office just after he (Mr. Galemore) and Mr. Mason had completed their meeting. Mr. Small was not present during any of their conversation. Mr. Galemore then left the office and Mr. Small remained. He did not know why Mr. Small was there and he presumes that Mr. Small did not know why he (Mr. Galemore) was there. Mr. Galemore then proceeded to leave the building and on the way out, he believes probably near the entrance door, he was stopped by Bud Ross and introduced to Dave Owen. He does not recall having any conversation with Mr. Owen and was simply introduced to him, then he went on home.

If we can be of any further assistance, please let me know.

Sincerely yours,

Randall D. Crawford

RDC/id
cc: Mr. & Mrs. Dale Galemore

95043081600

@CC#6968

Owen & Associates, Inc.

David C. Owen, President

March 29, 1988

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
88 APR -4 PM 12: 32

Mr. Lawrence M. Noble, General Counsel
Federal Election Commission
999 E. Street, N.W.
Washington, D.C. 20463

(Attn: Susan Beard, Esq.)

RE: MUR 2582

Dear Mr. Noble:

Please take notice that Douglas F. Behm is the attorney representing me in relation to the above-captioned matter. His office address is:

Douglas F. Behm
Morrison, Hecker, Curtis, Kuder & Parrish
1700 Bryant Building
1102 Grand Avenue
Kansas City, Missouri 64106-2370
Telephone Number: (816) 842-5910

Very Truly Yours,

David C. Owen

DCO/sc

cc: Douglas Behm

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM
88 APR -4 AM 9: 39

9504381601

11827 W. 112th Street, Suite 102 • Overland Park, Kansas 66210 • (913) 469-5614

MUR#2582
DOCUMENT #8993

LAW OFFICES OF
HOSKINS, KING, McGANNON & HAHN
SUITE 1100 COMMERCE TRUST BUILDING
922 WALNUT STREET
KANSAS CITY, MISSOURI 64106
TELEPHONE
(816) 221-2416
TELECOPIER
(816) 221-4530

JOSEPH A. HOSKINS (1912-1979)
HARLOW B. KING (1913-1984)

R. EUGENE McGANNON
J. GLENN HAHN
WALTER J. KENNEDY
ROBERT M. HOGEER
ALEX H. FLEMINGTON, JR.
DAVID E. SASS
DONALD F. BAYER
STEVEN C. KRUEGER
THOMAS M. BRADSHAW
DAVID T. GULFOYLE
DAVID N. ZIMMERMAN

JOSEPH M. CHIARELLI
DONALD E. HOWELL, JR.
MICHAEL E. GRIFFIN
NANCY S. BARCLAY
KATHLEEN A. CLARK
DAVID R. MITCHELL
WALTER R. RANDALL, JR.

DONALD R. ELBEL, JR., P.C.
OF COUNSEL

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM
88 APR -6 AM 9:14

April 1, 1988

Ms. Susan Beard
Office of the General Counsel
Federal Election Commission
999 East Street, N.W.
Washington, D.C. 20463

RECEIVED
FEDERAL ELECTION COMMISSION
88 APR -6 AM 11:23

Re: MUR 2582
Our Client: Roger Mason

Dear Ms. Beard:

Per my conversation with Dan Blessington today, enclosed is Mr. Mason's Statement of Designation of Counsel.

Very truly yours,

Thomas M. Bradshaw (BTH)

Thomas M. Bradshaw

TMB:bjk
Enclosure

9504308162

STATEMENT OF DESIGNATION OF COUNSEL

MDR 2582

NAME OF COUNSEL: THOMAS M. BRADSHAW
HOSKINS, KING, McGANNON & HAHN

ADDRESS: 1100 Commerce Trust Building
922 Walnut
Kansas City, Missouri 64106

TELEPHONE: (816) 221-2416

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

3/25/95
Date

Signature

RESPONDENT'S NAME: Regen Nicas.

ADDRESS: 827 Plummer
Chanute Ks 66720

HOME PHONE: ---

BUSINESS PHONE: 316-235-2653

9504360816073

GC#9628
RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM
88 APR 11 PM 12:46

LAW OFFICES OF
HOSKINS, KING, McGANNON & HAHN
SUITE 800 COMMERCE TRUST BUILDING
922 WALNUT STREET
KANSAS CITY, MISSOURI 64106
TELEPHONE
(816) 221-2416
TELECOPIER
(816) 221-4530

JOSEPH A. HOSKINS (1912-1977)
HARLOW B. KING (1913-1984)

R. EUGENE McGANNON
J. GLENN HAHN
WALTER J. KENNEDY
ROBERT M. MODEER
ALEX M. FLEMINGTON, JR.
DAVID E. BASS
DONALD F. BAYER
STEVEN C. KRUEGER
THOMAS M. BRADSHAW
DAVID T. GULFOYLE
DAVID N. ZIMMERMAN

JOSEPH M. CHIARELLI
DONALD E. HOWELL, JR.
MICHAEL E. GRIFFIN
NANCY S. BARCLAY
KATHLEEN A. CLARK
DAVID R. MITCHELL
WALTER R. RANDALL, JR.

DONALD R. ELSEL, JR., P.C.
OF COUNSEL

April 4, 1988

Susan Beard, Esquire
Office of the General Counsel
Federal Election Commission
999 East Street, N.W.
Washington, D.C. 20463

RECEIVED
FEDERAL ELECTION COMMISSION
88 APR 12 PM 12:53

Re: MUR 2582
Our Client: Roger Mason

Dear Ms. Beard:

Enclosed please find those documents in Mr. Mason's possession which are applicable to the document request attached to the FEC Subpoena dated March 3, 1988. In response to the request contained in paragraph one, enclosed is a copy of both sides of a $1,000 check, dated December 13, 1983, made payable to Dole for Senate. Also enclosed is a copy of a letter from Senator Dole, dated January 3, 1984, thanking Mr. Mason for the contribution. Also enclosed is a copy of both sides of a $25 check, dated February 5, 1985, made payable to Steve Small Campaign.

In response to the request contained in paragraph two, enclosed are copies of Mr. Mason's W-2's for the calendar years 1983 through 1987. Also enclosed is a letter dated December 26, 1985, informing Mr. Mason that he was being given a $12,000 bonus.

Mr. Mason does not possess any other documents relating to compensation received from Birdview Satellite Communications, Inc. The business records of Birdview Satellite Communications, Inc. are in the possession of F. Stannard Lentz, the bankruptcy trustee for Birdview Satellite Communications, Inc., case No. 86-41150, now pending in the United States Bankruptcy Court in Topeka, Kansas. Mr. Lentz's address is 5818 Reeds Road, P. O. Box 1704, Mission, Kansas 66222. His phone number is (913) 384-2464.

In response to the request contained in paragraph three, Mr. Mason was not reimbursed for the contribution and consequently there are no documents in existence applicable to this request.

9504381604

In addition to requesting documents, the FEC subpoena requires that Mr. Mason appear for his deposition on April 13, 1988 at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri. Mr. Mason is one of the subjects of an investigation by the Securities and Exchange Commission pertaining to Birdview. Because of that ongoing investigation, Mr. Mason will invoke the Fifth Amendment in response to any questions which are outside the subject of his political contributions.

Very truly yours,

Tom Bradshaw

Thomas M. Bradshaw

DH:vlc
Enclosure
cc: Mr. Roger Mason

9504368165

FEDERAL ELECTION COMMISSION

Request for Production of Documents

Table of Contents

Responsive to Request No. 1:

(1). $1,000 check dated December 13, 1983 payable to Dole for Senate

(2). Letter dated January 3, 1984 from Robert Dole thanking Mr. Mason for contribution

(3). $25.00 check dated February 5, 1985 payable to Steve Small Campaign

Responsive to Request No. 2:

(4). W-2 for 1983

(5). W-2 for 1984

(6). W-2 for 1985

(7). W-2 for 1986

(8). W-2 for 1987

(9). Letter dated December 26, 1985 from Charles Ross regarding Mr. Mason's $12,000 bonus

9504381606

9504368160 7

BOB DOLE
UNITED STATES SENATE

January 3, 1984

Dear Roger:

I was sorry you could not make it to the dinner which Bud and Gunilla hosted, but I certainly understand.

You were great to send along your most generous contribution, and I want you to know how deeply appreciative I am.

Thanks for your friendship and support, and best wishes for a wonderful new year.

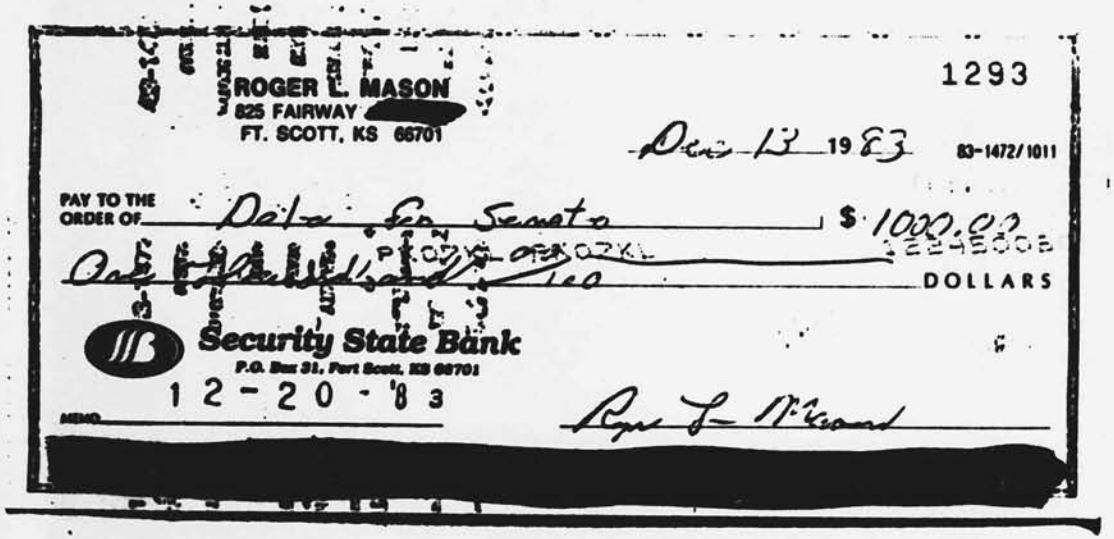
Sincerely yours,

BOB DOLE
United States Senate

Mr. Roger L. Mason
825 Fairway
Fort Scott, Kansas 66701

HOSKINS, KING, McGANNON & HAHN
APR 4 1988

(2)



ROGER L. MASON
825 FAIRWAY
FT. SCOTT, KS 66701

1293

Dec 13 1983

83-1472/1011

PAY TO THE ORDER OF Dale for Senate $ 1000.00

One thousand and 00 DOLLARS

Security State Bank
P.O. Box 31, Fort Scott, KS 66701

12-20-83

MEMO

Roger L. Mason

[redacted]

HOLLADAY, KOCH, McGANNON & KNOX
APR 4 1988

9504368160 8

9504368160 9 U C U

Credited to the account of the within
payee in accordance with
's instructions. Absence of
endorsement guaranteed.
BANK OF STANLEY
Stanley, Kansas 66223

DE '93 19

US-US PAY ANY BANK PEG
REMITTANCE BANK & TRUST KCMO
12-19-93 000541 002 122450060

HOSKINS, KING, McGANNON & HAHN
APR 4 1988

Birdview

December 26, 1985

PERSONAL & CONFIDENTIAL

Mr. Roger L. Mason, Senior Vice President
Birdview Satellite Communications, Inc.
315 North Lindenwood
Olathe, Kansas 66062

Dear Roger:

As we approach the end of the calendar year, it is appropriate to recognize the efforts of those whose hard work and dedication the Company could not have done without. Birdview would not have been the Company it is today without your efforts and the efforts of a select number of other outstanding individuals.

There is no way to adequately express my gratitude for your efforts in helping to make the Company successful. However, as a small token of appreciation, and as a reward for your substantial efforts this past year, the Company is paying you the enclosed bonus in the gross amount of $12,000.

Please accept our best wishes during the holiday season, as well as our thanks for your continued efforts to make the Company even more successful in the future.

Sincerely,

Charles A. Ross
President and
Chairman of the Board

CAR/wbb

9504368110

APR 4 1988

ROGER L. MASON
825 FAIRWAY
FT. SCOTT, KS [redacted]

1374

Feb 5 1985

63-1472/1011

PAY TO THE ORDER OF Steve Smith & Campaign $ 25.00

DOLLARS

Security State Bank
P.O. Box 31, Fort Scott, KS 66701

MEMO

FEB 85 08

PAY ANY BANK, P.E.B.
BANK OF COMMERCE
CHANUTE, KS. 66720

83-69

FEDERAL ELECTION COMMISSION
MAIL ROOM
88 APR 11 PM 1:30

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
88 APR 12 PM 12:53

95043681613

Susan,

In regards to the request for documents concerning the subpeona's we recieved, I cannot seem to find our cancelled checks that far back. Due to a recent move, things still aren't organized, but I am still checking. As far as records concerning Stan's salary, bonuses, etc., Budview should have all pertinent records. As our court date approaches, I am still searching and will bring them with us April 12th, if I find them.

Thank you,

Merett S. Ross

9504381614

88 APR 11 PM 3:18
RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

LAW OFFICES OF
HOSKINS, KING, McGANNON & HAHN

JOSEPH A. HOSKINS (1912-1977)
HARLOW B. KING (1913-1984)

R. EUGENE McGANNON
J. GLENN HAHN
WALTER J. KENNEDY
ROBERT M. MODEER
ALEX H. FLEMINGTON, JR.
DAVID E. BASS
DONALD F. BAYER
STEVEN C. KRUEGER
THOMAS M. BRADSHAW
DAVID T. GULFOYLE
DAVID N. ZIMMERMAN

SUITE 1100 COMMERCE TRUST BUILDING
922 WALNUT STREET
KANSAS CITY, MISSOURI 64106

TELEPHONE
(816) 221-2416

TELECOPIER
(816) 221-4530

JOSEPH M. CHIARELLI
DONALD E. HOWELL, JR.
MICHAEL E. GRIFFIN
NANCY B. BARCLAY
KATHLEEN A. CLARK
DAVID R. MITCHELL
WALTER R. RANDALL, JR.

DONALD R. ELBEL, JR., P.C.
OF COUNSEL

April 4, 1988

88 APR 12 PM 12:50
RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

Mr. Thomas F. Josefiak, Chairman
Federal Election Commission
999 East Street, N.W.
Washington, D.C. 20463

Re: MUR 2582
Our Client: Roger Mason

Dear Mr. Josefiak:

We have been retained by Mr. Mason to represent him in the above-captioned matter. The Commission's letter dated March 7, 1988 with the attached subpoena to produce documents addressed to Mr. Mason in his capacity as President of Birdview Satellite Communications, Inc. was not received by Mr. Mason until the 21st or 22nd of March. Therefore, it was impossible to respond to the subpoena by the requested date of March 22, 1988.

Birdview Satellite Communications, Inc. is presently in bankruptcy. The business records of Birdview Satellite Communications, Inc. are in the possession of F. Stannard Lentz, the bankruptcy trustee for Birdview Satellite Communications, Inc., case No. 86-41150, now pending in United States Bankruptcy Court in Topeka, Kansas. By carbon copy of this letter I am asking Mr. Lentz to respond to this subpoena on behalf of Birdview.

Very truly yours,

Thomas M. Bradshaw

DH:vlc
cc: F. Stannard Lentz, Esquire

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 13, 1988

Merett Ross
Route 2, Box 37
Humboldt, Kansas 66748

Re: MUR 2582
Merett Ross

Dear Mrs. Ross:

This will confirm that your deposition, originally set for April 12, 1988, has been rescheduled for April 20, 1988, at 4:00 P.M. As indicated on the subpoena, the deposition will be taken at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, in Room 401.

Please call me at (202) 376-5690 if you have any questions.

Sincerely,

Daniel J. Blessington

9504308161615

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 13, 1988

Stan Ross
Route 2, Box 37
Humboldt, Kansas 66748

Re: MUR 2582
Stan Ross

Dear Mr. Ross:

This will confirm that your deposition, originally set for April 12, 1988, has been rescheduled for April 20, 1988, at 2:00 P.M. As indicated on the subpoena, the deposition will be taken at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri in Room 401.

Please call me at (202) 376-5690 if you have any questions.

Sincerely,

Daniel J. Blessington

9504368116

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 13, 1988

Thomas M. Bradshaw, Esquire
Hoskins, King, McGannon & Hahn
Suite 1100, Commerce Trust Building
Kansas City, Missouri 64106

Re: MUR 2582
Roger Mason

Dear Mr. Bradshaw:

This will confirm that the deposition of Roger Mason, originally set for April 13, 1988, has been rescheduled for May 10, 1988, at 10:00 A.M. As indicated on the subpoena, the deposition will be taken in the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri in Room 703.

Please call me at (202) 376-5690 if you have any questions. Thank you for your cooperation.

Sincerely,

Daniel J. Bdessington

9504368117

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 13, 1988

Charles A. Ross
9813 W. 121st Street
Overland Park, Kansas 66213

Re: MUR 2582
Charles A. Ross

Dear Mr. Ross:

This will confirm that your deposition, originally set for April 13, 1988, has been rescheduled for May 11, 1988, at 11:00 A.M. As indicated on the subpoena, the deposition will be taken in the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri in Room 703.

Please call me at (202) 376-5690 if you have any questions.

Sincerely,

Daniel J. Blessington

Daniel J. Blessington

9504368618

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 13, 1988

Douglas F. Behm
Morrison, Hecker, Curtis, Kuder and Parrish
1700 Bryant Building
1102 Grand Avenue
Kansas City, Missouri 64106-2370

Re: MUR 2582
David Owen

Dear Mr. Behm:

This will confirm that we have rescheduled Mr. Owen's deposition from April 11, 1988, to May 9, 1988. The deposition will begin at 2:00 P.M. in Room 703 of the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri.

Please call me at (202) 376-5690, if you have any questions. Thank you for your cooperation.

Sincerely,

Daniel J. Blessington

9504368119

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 13, 1988

John C. Aisenbrey, Esquire
Stinson, Mag and Fizzell
920 Main Street, P. O. Box 19251
Kansas City, Missouri 64141-2251

Re: MUR 2582
Robert E. Owens
Betty Owens

Dear Mr. Aisenbrey:

This will confirm that the depositions of Robert E. Owens and Betty Owens, originally set for April 12, 1988, have been rescheduled for April 20, 1988. Mr. Owens should be present at 10:00 A.M., and Mrs. Owens should be present at 12:00 P.M. As indicated in the subpoenas, the depositions will be taken at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri in Room 401.

Please call me at (202) 376-5690, if you have any questions. Thank you for your cooperation.

Sincerely,

Daniel J. Blessington

9504368162O

GCC#9043

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

88 APR 13 AM 9:23

March 31, 1988

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

88 APR 13 AM 11:21

Ms. Susan Beard
Federal Election Commission
999 E. Street NW
Washington, DC 20463

Re: Mur 2582
Charles A. Ross

Dear Ms. Beard:

In accordance with our telephone conversation today wherein I explained to you that I had just received Mr. Joseflak's letter dated March 7, 1988, I am requesting that additional time be given for me to respond, and that a new date be set for my deposition.

Due to the extensive amount of documents which have been requested, I would appreciate it if the commission would except April 19th, 1988 as the date for me to submit such materials.

Sincerely,

Charles A. Ross

9504368162 1

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 15, 1988

Charles A. Ross
9813 W. 121st Street
Overland Park, KS 66213

RE: MUR 2582
Charles A. Ross

Dear Mr. Ross:

This is in response to your letter dated March 31, 1988, which we received on April 13, requesting an extension until April 19, to respond to the subpoena in this matter. After considering the circumstances presented in your letter, I have granted the requested extension. Accordingly, your response is due by close of business on April 19, 1988.

If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

9504308116622

CCC# 9102
RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM
88 APR 19 PM 4:02

Charles A. Ross
9813 W. 121st Street
Overland Park, KS 66213

April 18, 1988

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
88 APR 20 PM 3:43

Mr. Thomas J. JoseFiak
Chairman
Federal Election Commission
999 E. Street NW
Washington, D.C. 20463

Dear Mr. JoseFiak:

Thank you for the extention of time allowed for me to respond to your request for the production of documents as outlined in your letter dated March 7, 1988.

Items enclosed are as follows:

1. Copies of checks which cover political contributions made by my wife and myself.

2. Copies of W2 Forms reflecting my compensation while employed at Birdview Satellite Communications Inc.

In checking through my files, I have not been able to locate any items other than the ones above that relate to your request. Such records should be on file with the company, which as you probably know, is presently under the custody and care of Mr. F. Stannard Lentz, 5818 Reeds Rd., P.O. Box 1704, Mission, Kansas 66222, telephone 913-384-2464, as trustee.

I will continue to search for any information which may relate to your request.

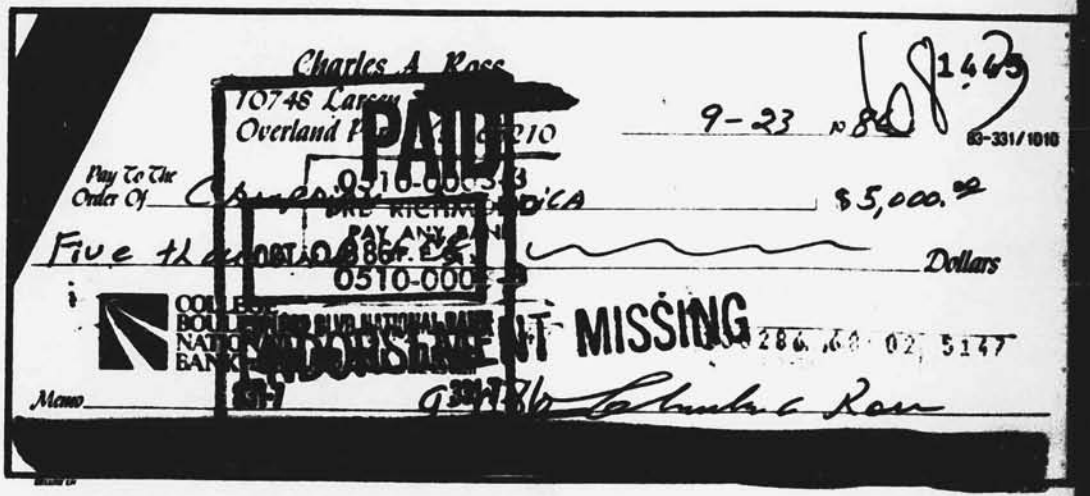
Sincerely,

Charles A. Ross

9504368162 3

9 5 0 4 3 6 8 1 6 2 4

Charles A. Ross
10748 Larsen
Overland Park, Ks 66214
1175
June 20 No 85
83-331/1010
Pay To The Order Of Smith Gregg Fundraiser $ 300.00
Three Hundred AUG 0 5 85 No
Dollars
COMMERCE BOULEVARD NATIONAL BANK
331-7
Memo tickets
Columba Ross
PAID



Charles A. Ross
10748 Larsen
Overland Park, KS 66210
1443
9-23 No 85
83-331/1010
Pay To The Order Of Campfire USA $ 5,000.00
Five thousand
Dollars
0510-0003
COMMERCE BOULEVARD NATIONAL BANK
331-7
Memo
Columba Ross
PAID
DOCUMENT MISSING

9504368165

For Deposit Only

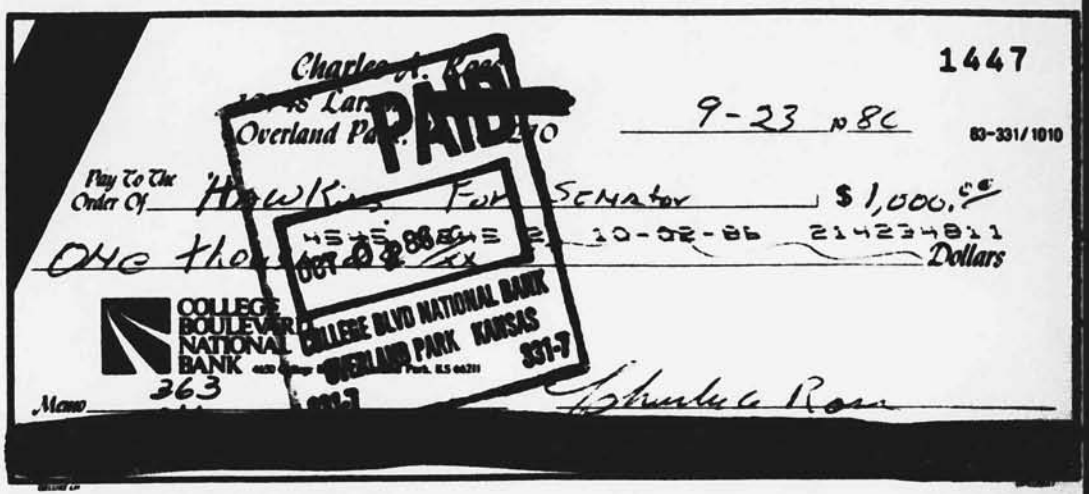
FOR DEPOSIT ONLY

Contact: IDA

1946

013-42[illegible]

9504368168 26



1447

Charles A. Ross
10748 Larsen
Overland Park, KS 66214

9-23 ⌐85

83-331/1010

Pay To The Order Of Hawkins For Senator $1,000.00

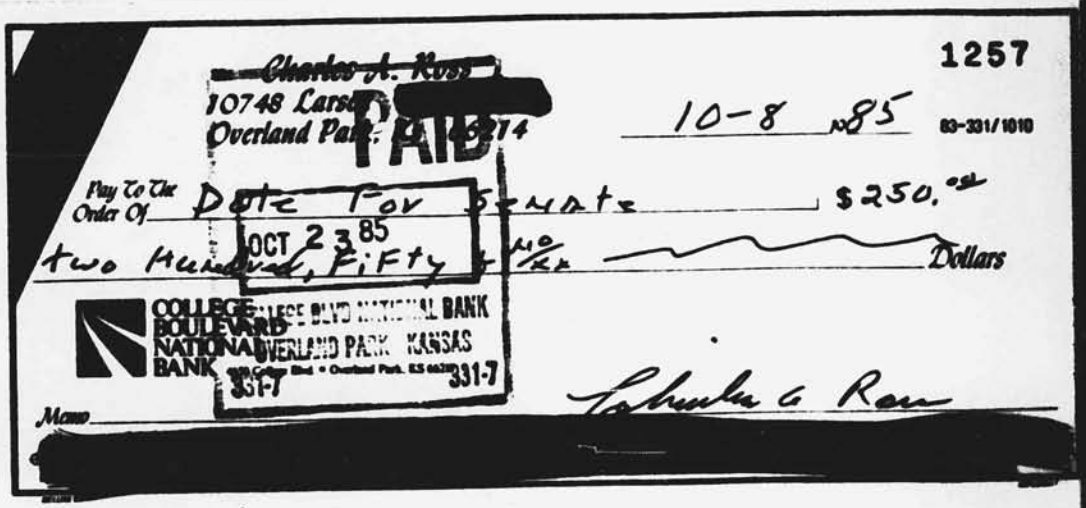
One thousand 00/xx Dollars

PAID
OCT 02 86
COLLEGE BLVD NATIONAL BANK
OVERLAND PARK KANSAS
331-7

COLLEGE BOULEVARD NATIONAL BANK

Memo 363

Charles A Ross



1257

Charles A. Ross
10748 Larsen
Overland Park, KS 66214

10-8 ⌐85

83-331/1010

Pay To The Order Of Date For Senate $250.00

two Hundred, Fifty 00/xx Dollars

PAID
OCT 23 85
COLLEGE BLVD NATIONAL BANK
OVERLAND PARK KANSAS
331-7

COLLEGE BOULEVARD NATIONAL BANK

Memo

Charles A Ross

95043681627

PAY ANY BANK PEG
BARNETT BK OF CENT FLA 0621-0319
10-01-86 1074828896 00 13053289
PAY ANY BANK PEG FRB JAX FL
FRB JACKSONVILLE 063000019
4545 4545 81 10-02-86 2142348

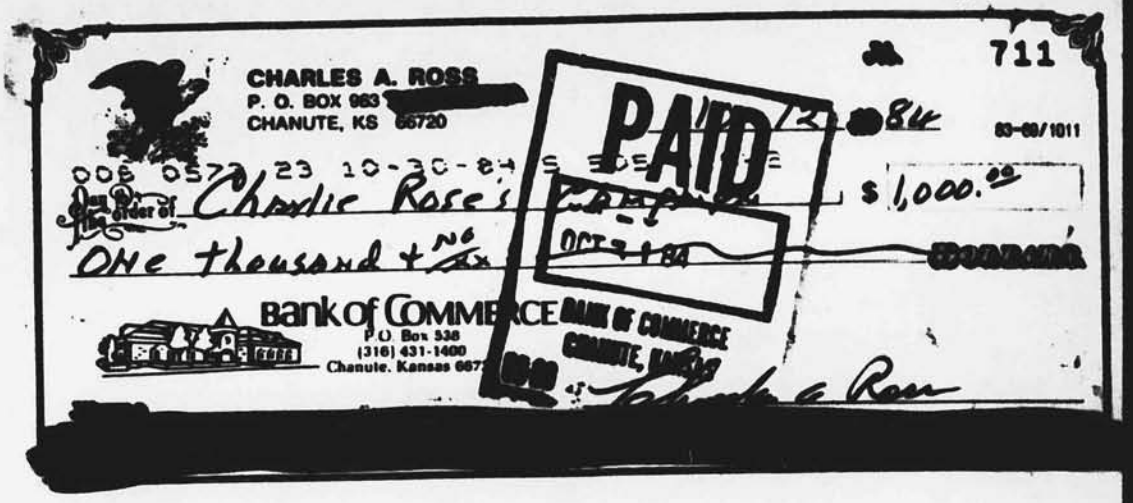
FOR DEPOSIT ONLY
PAULA HAWKINS
RE-ELECTION CAMPAIGN/GENERAL
1074828896

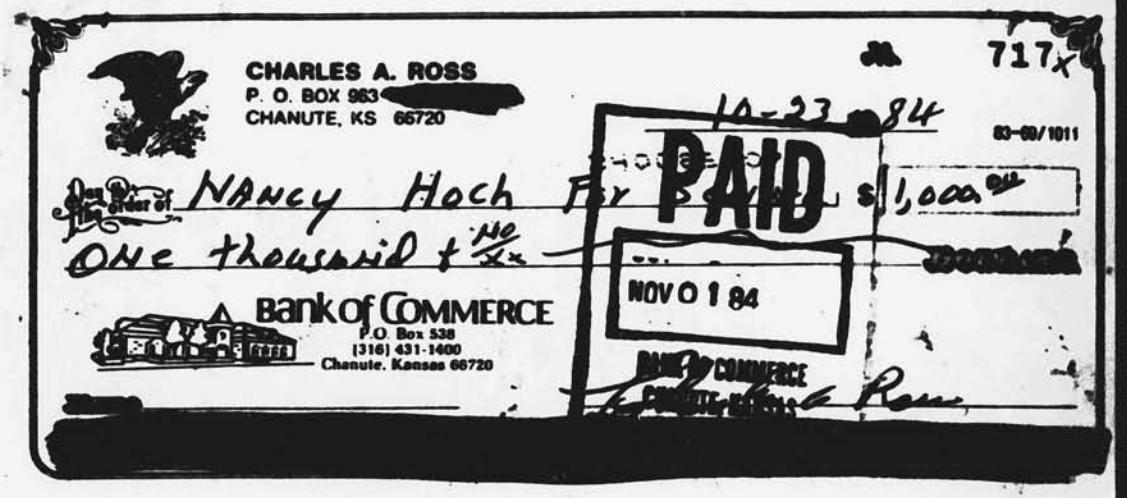
OT 23
PAY ANY BANK - P.E.G.
F.R.B. OF K.C.
1010-0004-8

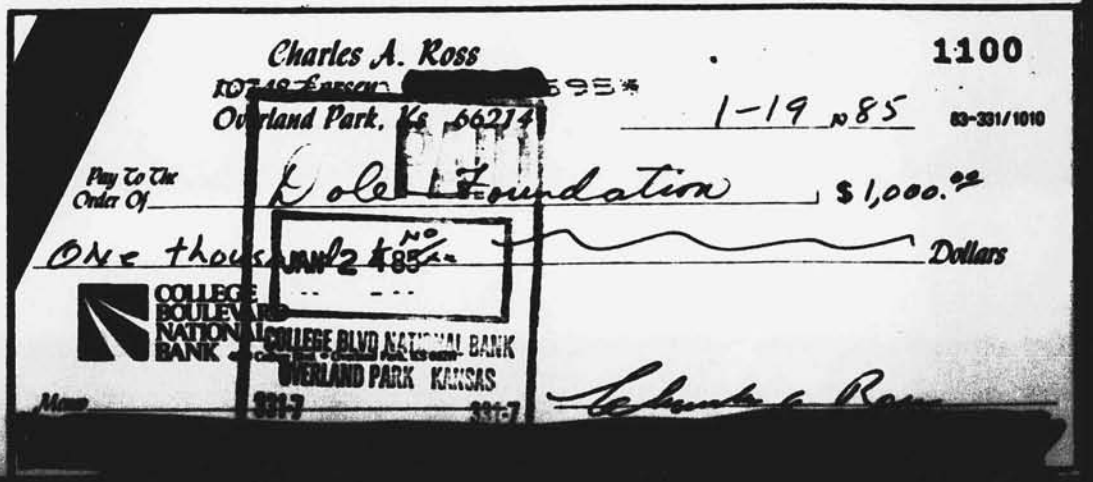
1
PAY ANY BANK, P.E.G.
BURKE & HERBERT
BANK & TRUST CO.
ALEXANDRIA, VIRGINIA
68-106
68-106

001 102285 00154

9504368162 8







95043681629

'81 COMMITTEE FOR
CONGRESSMAN CHARLIE ROSE

OCT 30

PAY ANY BANK - PEE
F.R.B. OF K.C.
1010-0004-6

SOUTHERN
NATIONAL BANK
LUMBERTON, N.C.

197

FOR DEPOSIT ONLY

OCT 31

PAY ANY BANK - PEE
F.R.B. OF K.C.
1010-0004-6

FOR DEPOSIT ONLY
Midwest Federal Savings
and Loan Association

OCT 84

FOR DEPOSIT ONLY

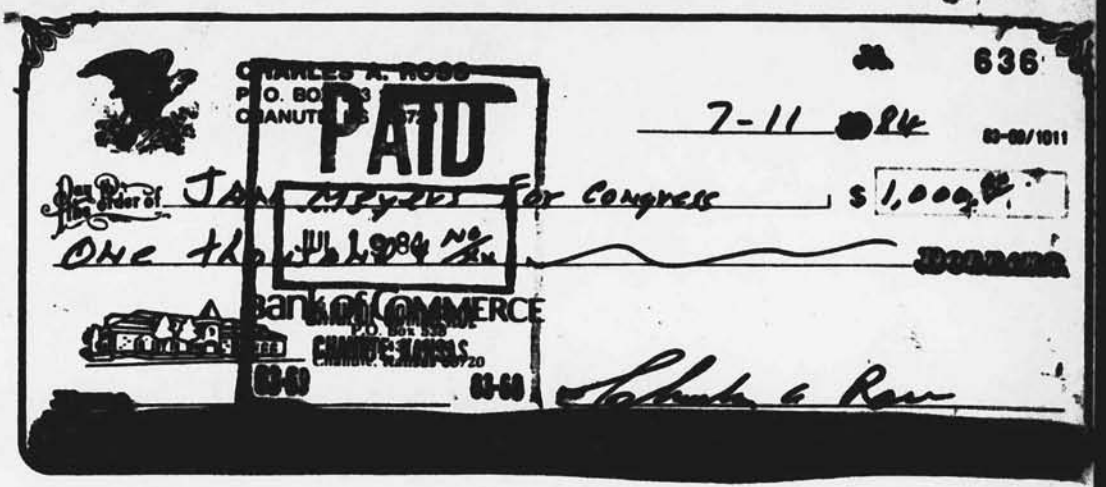
PAY ANY BANK PEE

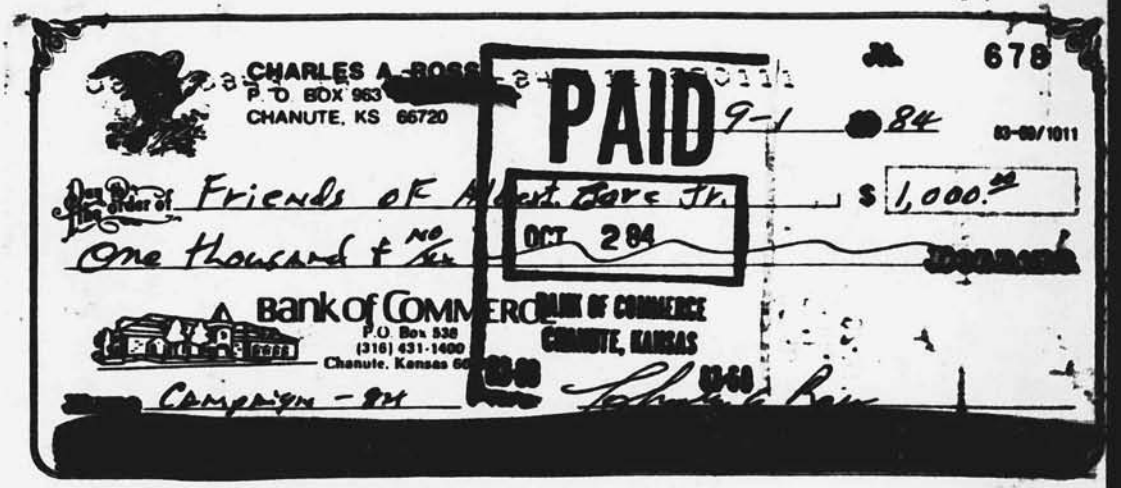
F.N.B.K.C.MO.

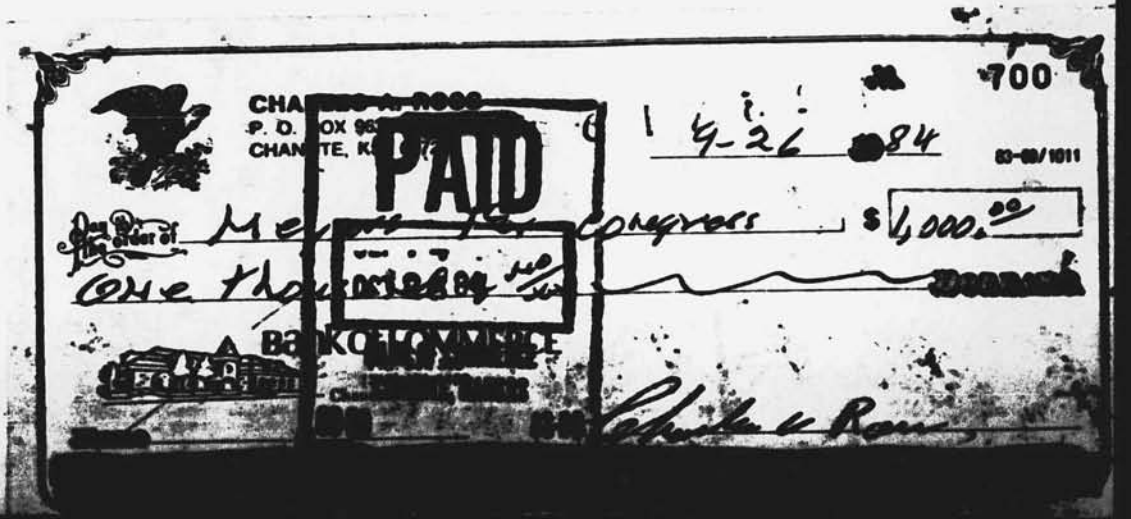
01-24-85

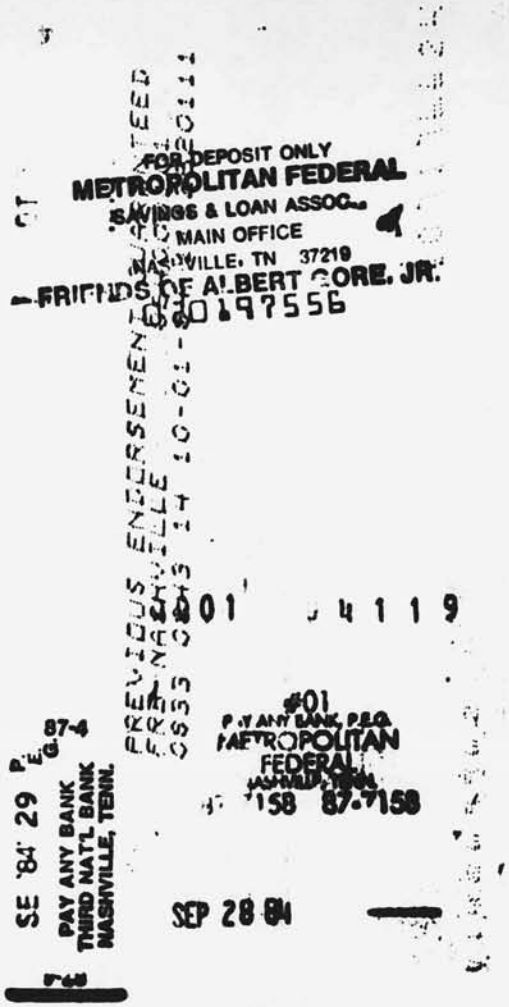
FOR DEPOSIT ONLY
To the account of the Dole Foundation
Palmer National Bank, Washington, D.C.
0200167S

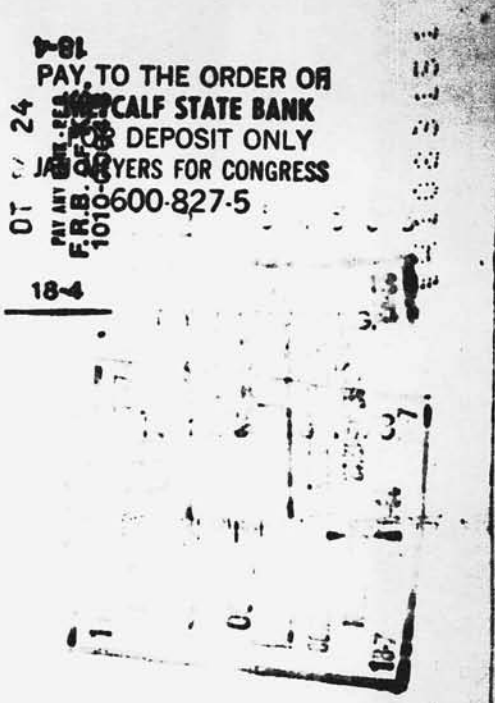
9504381670


636
7-11 84
PAID
Pay to the order of
For Congress
$ 1,000.00
One thousand & NO/100
Bank of COMMERCE
P.O. BOX 538
CHANUTE, KANSAS 66720
Schuler & Ross


CHARLES A. ROSS
P.O. BOX 963
CHANUTE, KS 66720
676
9-1 84
PAID
Pay to the order of
Friends of Albert Gore Jr.
$ 1,000.00
One thousand & NO/100
OCT 284
Bank of COMMERCE
P.O. Box 538
(316) 431-1400
Chanute, Kansas
BANK OF COMMERCE
CHANUTE, KANSAS
Campaign - 84
Schuler & Ross


700
4-26 84
PAID
Pay to the order of
For Congress
$ 1,000.00
One thousand & NO/100
Schuler & Ross





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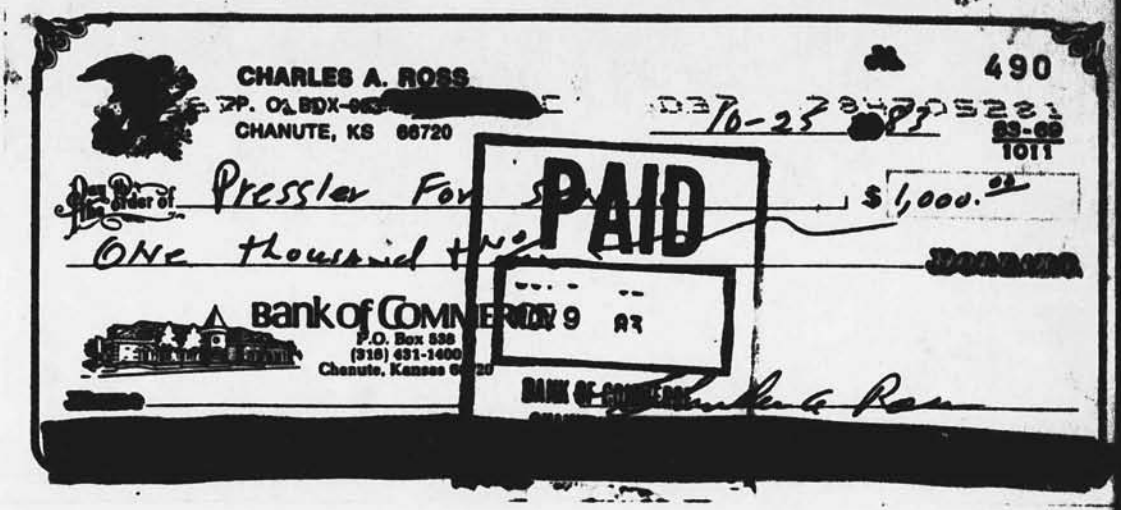
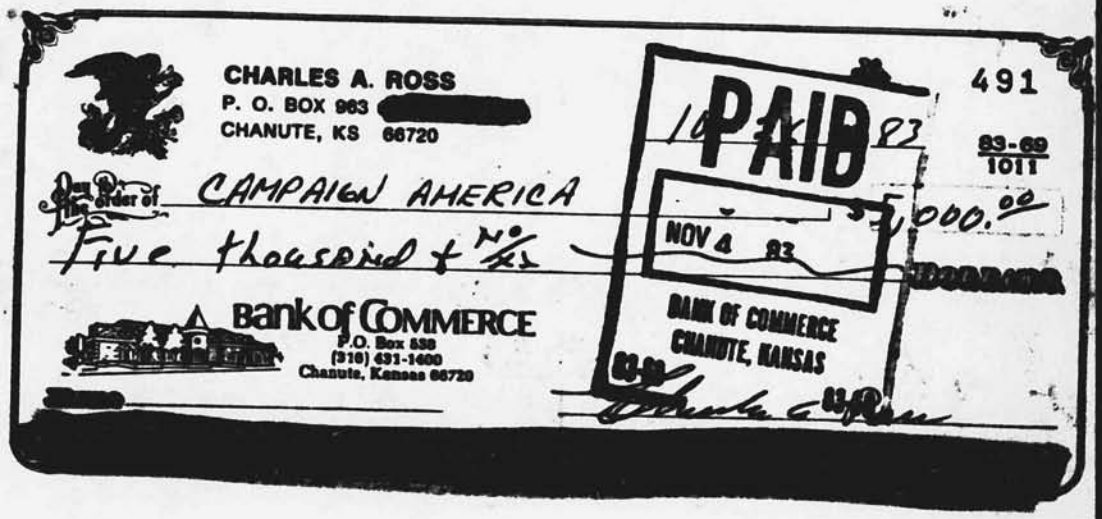
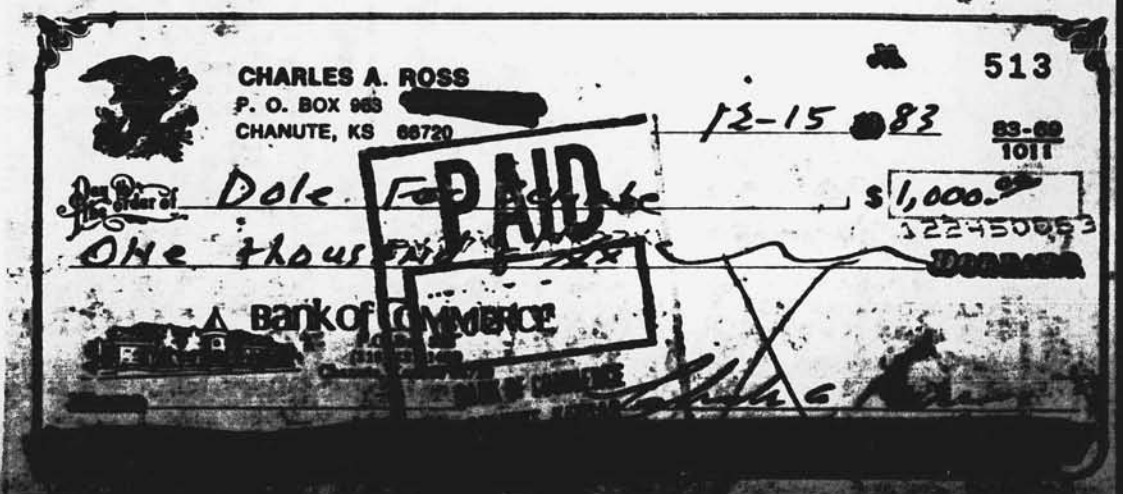






9504368163 3

PAY ANY BANK P.E.G.
BANK OF COMMERCE
CHANUTE, KS. 66720

PAY ANY BANK P.E.G.
FIRST BANK OF
DAKOTA N.A.

PAY ANY BANK P.E.G.
WASHINGTON, D.C.

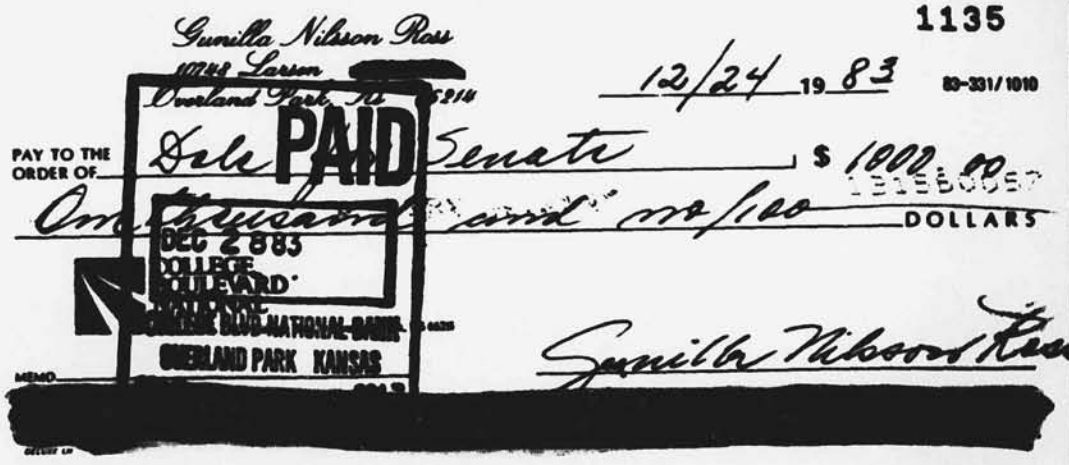
PAY ANY BANK P.E.G.

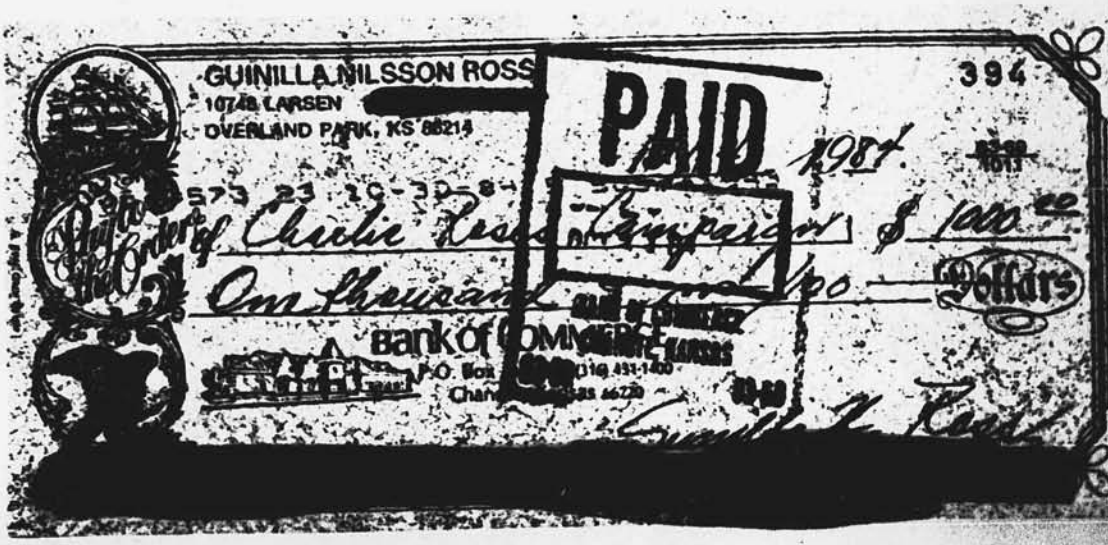
PAY ANY BANK P.E.G.

PAY ANY BANK P.E.G

9504368164

Gunilla Nilsson Ross
1059
10/25 19 83
5282
80-331/1010
PAY TO THE ORDER OF
Dressler for Senate
$ 1000.—
One thousand and no/100
DOLLARS
COLLEGE BOULEVARD NATIONAL BANK
PAID
NOV 0 883
COLLEGE BLVD NATIONAL BANK
OVERLAND PARK
MEMO
Gunilla Nilsson Ross


Gunilla Nilsson Ross
1135
12/24 19 83
80-331/1010
PAY TO THE ORDER OF
Dole for Senate
$ 1000.00
One thousand and no/100
DOLLARS
PAID
DEC 2 883
COLLEGE BOULEVARD NATIONAL BANK
OVERLAND PARK KANSAS
MEMO
Gunilla Nilsson Ross


GUINILLA NILSSON ROSS
10748 LARSEN
OVERLAND PARK, KS 66214
394
PAID
1984
Pay to the Order of Charlie Ross Campaign
$ 1000.00
One thousand and no/100
Dollars
Bank of Commerce
Gunilla Nilsson Ross

Pressler for U.S. Senate

ENDORSE FOR DEPOSIT ONLY

PAY ANY BANK, FED
FRB MPLS 0810-0006 11-06-63 C .03 7847052
6567 11-06-63 C .03

NO 07
FIRST BANK

COMMITTEE FOR CONGRESSMAN CHARLIE ROSE

PAY ANY BANK, FED
NORTHERN NATIONAL BANK
12-27-63 99999999 001 121560057

95043681675

9504360816776

Gunilla Nilsson Ross
10743 Larsen
Overland Park, Ks 66214

1375

10/23 19 84

83-331/1010

PAY TO THE ORDER OF Nancy Hoch for Senate $ 1000 00

One thousand and no/100 DOLLARS

COLLEGE BOULEVARD NATIONAL BANK

MEMO

PAID

Gunilla N. Ross

Gunilla Nilsson Ross
10743 Larsen
Overland Park,

1884

10-8 19 86

83-331/1010

PAY TO THE ORDER OF Dole for Senate $ 250 00

Two hundred fifty and no/100 DOLLARS

PAID

COLLEGE BOULEVARD NATIONAL BANK
OVERLAND PARK, KANSAS

331-7 331-7

MEMO

Gunilla N. Ross

Gunilla Nilsson Ross
10743 Larsen
Overland Park, Ks 66214

2946

10/3 19 86

83-331/1010

PAY TO THE ORDER OF $ 5000. 00

DOLLARS

9504368163 7

FOR DEPOSIT ONLY
Midwest Federal Savings
and Loan Association

FOR DEPOSIT ONLY
Midwest Federal Savings
and Loan Association

OCT 84

OT 86 23
PAY ANY BANK-FEA
F.R.B. OF K.C.
1010-0004-8

PAY ANY BANK, P.E.G.
BURKE & HERBERT
BANK & TRUST CO.
ALEXANDRIA, VIRGINIA
68-106

001 102205 00155

056001066

OT 86 17
UNITED VIRGINIA BANK
NORTHERN REGION
ALEXANDRIA, VA.
PAY ANY BANK

OT 86 20

F.R.B. BALTIMORE MD 052000258

PAY ANY BANK, P.E.G.
BURKE & HERBERT
BANK & TRUST CO.
ALEXANDRIA, VIRGINIA
68-106

FOR DEPOSIT ONLY

RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT
88 MAY 18 AM 10:23

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Birdview Satellite Communications, Inc., et al.	)	MUR 2582
	)	

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On February 25, 1988, the Commission found reason to believe that Charles A. Ross and Birdview Satellite Communications, Inc. knowingly and willfully violated 2 U.S.C. §§ 441b and 441f. The Commission also found reason to believe that Steven Small, David K. Hamilton and Robert Owens violated 2 U.S.C. §§ 441b and 441f. Finally, the Commission also found reason to believe that fourteen other individuals violated 2 U.S.C. § 441f. Among the fourteen individuals were Ed Hackerott and Darlene Hackerott. On March 28, 1988, this Office received a request for pre-probable cause conciliation from Ed and Darlene Hackerott. Attachment 1.

II. ANALYSIS

The Office of the General Counsel is in the process of conducting the 20 depositions which the Commission authorized for this MUR on February 25, 1988. The depositions of Mr. and Mrs. Hackerott were taken on March 30, 1988. In the view of this Office, it would be premature to enter into conciliation with the Hackerotts until we have an opportunity to question several other individuals concerning the circumstances surrounding the contributions. Currently, this Office expects to complete the depositions in the middle of May, and anticipates making recommendations on the Hackerotts' requests shortly thereafter.*/

*/ Two individuals who were scheduled to be deposed have not yet been located. If this Office is able to locate them, depositions will be scheduled.

9504368163 8

Once the investigation is completed, this Office will circulate a further report with appropriate recommendations to the Commission.

III. RECOMMENDATIONS

1. Decline at this time to enter into conciliation prior to a finding of probable cause to believe with Ed Hackerott and Darlene Hackerott.

2. Approve the attached letter.

Date 4/15/98

Lawrence M. Noble
General Counsel

Attachments
1. Request for Conciliation
2. Letter

Staff persons: Daniel Blessington
Susan Beard

9504368163 9

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Birdview Satellite Communications,) MUR 2582
Inc., et al.)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on April 20, 1988, the Commission decided by a vote of 5-0 to take the following actions in MUR 2582:

1. Decline at this time to enter into conciliation prior to a finding of probable cause to believe with Ed Hackerott and Darlene Hackerott.

2. Approve the letter, as recommended in the General Counsel's report signed April 15, 1988.

Commissioners Aikens, Elliott, Josefiak, McGarry, and Thomas voted affirmatively for the decision; Commissioner McDonald did not cast a vote.

Attest:

4-20-88
Date

Marjorie W. Emmons
Secretary of the Commission

Received in the Office of Commission Secretary: Mon., 4-18-88, 10:23
Circulated on 48 hour tally basis: Mon., 4-18-88, 4:00
Deadline for vote: Wed., 4-20-88, 4:00

9504368160

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 22, 1988

John C. Noonan, Esquire
Stinson, Mag & Fizzell
920 Main Street
P. O. Box 19251
Kansas City, MO 64141-2251

RE: MUR 2582
Ed Hackerott
Darlene Hackerott

Dear Mr. Noonan:

On March 7, 1988, your clients were notified that the Federal Election Commission found reason to believe that your clients, Ed and Darlene Hackerott, violated 2 U.S.C. § 441f. On March 28, 1988, you submitted a request to enter into conciliation negotiations prior to a finding of probable cause to believe.

The Commission has considered your request and determined, because of the need to complete the investigation, to decline at this time to enter into conciliation prior to a finding of probable cause to believe.

At such time when the investigation in this matter has been completed, the Commission will reconsider your request to enter into conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

9504368141

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 26, 1988

Sharon Phllips
706 Persimmon View
Olathe, KS 66061

RE: MUR 2582
Sharon Phillips

Dear Mrs. Phillips:

This will confirm that your deposition, originally scheduled for May 9, 1988, will be postponed if this Office receives a letter from your doctor regarding your medical condition. Your deposition will be rescheduled if this Office determines that your deposition must be taken in order to complete its investigation of this matter.

Please call me at (202) 376-5690 if you have any questions.

Sincerely,

Lawrence M. Noble
General Counsel

9504368162

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 26, 1988

FEDERAL EXPRESS

Ms. Wanda Bowman
11209 W. 113th Street
Overland Park, KS 66210

RE: MUR 2582
Wanda Bowman

Dear Ms. Bowman:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by May 5, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504368163

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Danny L. McDonald

Danny L. McDonald
Vice Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form
Subpoena for Deposition and Documents

9504381614

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Wanda Bowman MUR 2582

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed its employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Wanda Bowman made a $250 contribution on October 21, 1985. Wanda Bowman was an employee of Birdview Satellite Communications, Inc. when the contribution was made. Therefore, it appears that Ms. Bowman may have been reimbursed by Birdview Satellite Communications, Inc. It appears that Wanda Bowman knowingly permitted her name to be used to effect a political contribution in the name of another. Therefore, there is reason to believe that Wanda Bowman violated 2 U.S.C. § 441f.

9504368165

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

To: Wanda Bowman
11209 W. 113th Street
Overland Park, KS 66210

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on May 10, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, in Room 703, beginning at 12:00 noon and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by May 5, 1988.

2504381616

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 26th day of April, 1988.

Danny L. McDonald

Danny L. McDonald, Vice Chairman
Federal Election Commission

ATTEST:

for Mary W. Dove

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368147

INSTRUCTIONS

In answering these requests for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

The response to each request for production of documents propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the response.

If you cannot answer the following requests for production of documents in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery requests shall refer to the time period from January 1, 1983, to the present.

The following requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

9504368168

DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, stored information, computer print-outs, electronic materials and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

9504368149

"Reimbursement" shall mean anything of value provided to any person in any form whatever that expressly, impliedly or otherwise relates in any way to any political contribution. In particular, without limiting the generality of the foregoing, the term "reimbursement" includes any advance, allowance, bonus, barter transaction, benefit, exchange, fee, commission, consulting fee, stipend, salary adjustment, wage, incentive, compensation, consideration, bribe, kickback, promise, payment, repayment, restitution, recoupment and refund.

"Political contribution" shall mean anything of value provided to a candidate for federal office or to any person, political committee, organization or entity that in any way contributes to, supports or advocates the election or defeat of a candidate for federal office. In particular, without limiting the generality of the foregoing, the term "political contribution" includes direct payments, payments through intermediaries or conduits, payments to attend fundraisers, the provision of goods and services at no cost or at a reduced cost, extensions of credit, advances, gifts, loans, deposits of money, compensation to others for services performed on behalf of a candidate for election to federal office, and anything conferring a financial benefit to a candidate for federal office.

9504360816 50

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contributions made in your name and/or your spouse's name from July 1, 1983, to the present.
2. Produce any and all records that relate, refer, or pertain to your expense account, bonuses, and salary or wage adjustments while you were employed by, served as a consultant to, or were in any way associated with Birdview Satellite Communications, Inc.
3. Produce any and all documents which relate, refer, or pertain to the reimbursement of political contributions made to you, any member of your family or any other individual known to you.

9504368165 1

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 27, 19888

FEDERAL EXPRESS

Robert Summerville
9040 Stone Creek Place
Dallas, TX 75243

RE: MUR 2582

Dear Mr. Summerville:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena, which requires you to appear and give sworn testimony on May 2, 1988, at 10:00 a.m., and which requires you to provide certain information in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00, plus mileage at the rate of 21 cents per mile. You will be given a check for your witness fee and mileage at the time of the deposition.

9504368162

You may consult with an attorney and have an attorney assist you in the preparation of your responses to the subpoena. However, you are required to submit the information under oath at the time of your deposition.

Please confirm your scheduled appearance with Susan Beard on our toll free line (800/424-9530) within two days of your receipt of this notification. If you have any questions, please direct them to Susan Beard, the attorney handling this matter.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Subpoena

9504368163

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 2582

SUBPOENA

TO: Robert Summerville
9040 Stone Creek Place
Dallas, TX 75243

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on May 2, 1985, in Room 15C40A at the United States District Courthouse, Earle Cabell Federal Building, 1100 Commerce Street, Dallas, Texas, beginning at 10:00 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the representative of the Office of the General Counsel, at the time of your deposition.

9504368165 4

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 27th day of April, 1988.

Danny L. McDonald

Danny L. McDonald, Vice Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (pages(s))

95043081655

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents which relate, refer, or pertain to the making or reimbursement of political contributions by Birdview Satellite Communications, Inc. and any other entities or persons associated in any way with Birdview Satellite Communications, Inc.

2. Produce any and all documents which relate, refer, or pertain to any fundraising activities on behalf of candidates for federal office or on behalf of organizations supporting such candidates which Birdview Satellite Communications, Inc. or any of its employees, consultants or any other individual associated with it was or is involved.

95043081656

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
88 MAY -5 PM 12:54

MCA#9209
- Mun 2582

Mrs. Gunilla Ross
9813 W. 121st. Street
Overland Park, KS 66213

April 26, 1988

Mr. Thomas J. JoseFiak
Chairman
Federal Election Commission
999 E. Street NW
Washington, D.C. 20463

Dear Mr. JoseFiak:

In response to your request for the production of documents as outlined in your letter to me dated April 12, 1988, I enclose:

1. Copies of checks which cover political contributions made by my husband and myself.

2. No promises or reimbursements for political contributions were ever made to me and to the best of my knowledge no promises or reimbursements for political contributions were made to my husband or any other person.

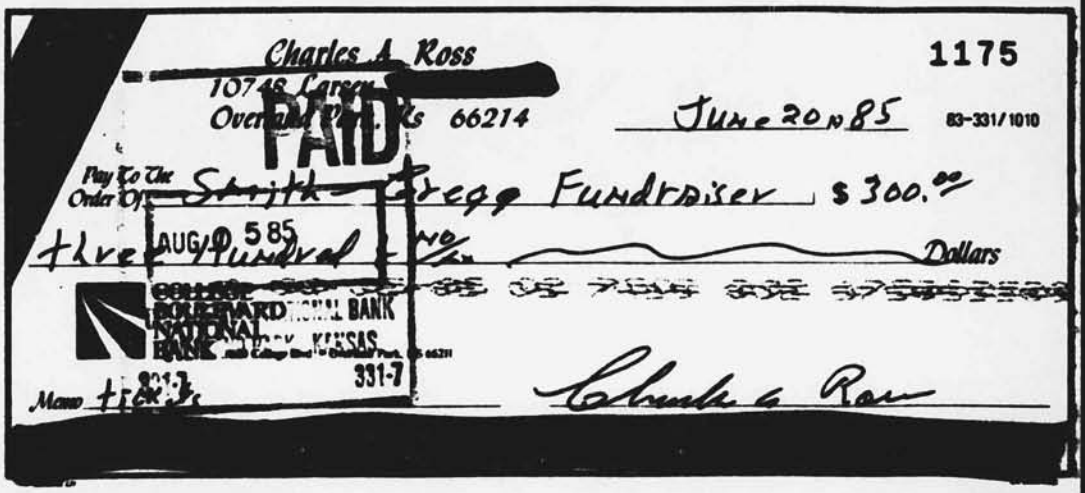
I remain
Sincerely,

Gunilla Ross

Gunilla Ross

9504368165 7

9504368168



Charles A. Ross
10748 Larsen
Overland Park, Ks 66214

1175

June 20 No 85

83-331/1010

Pay To The Order Of: Smith-Trego Fundraiser $ 300.00

Three Hundred and no/100 Dollars

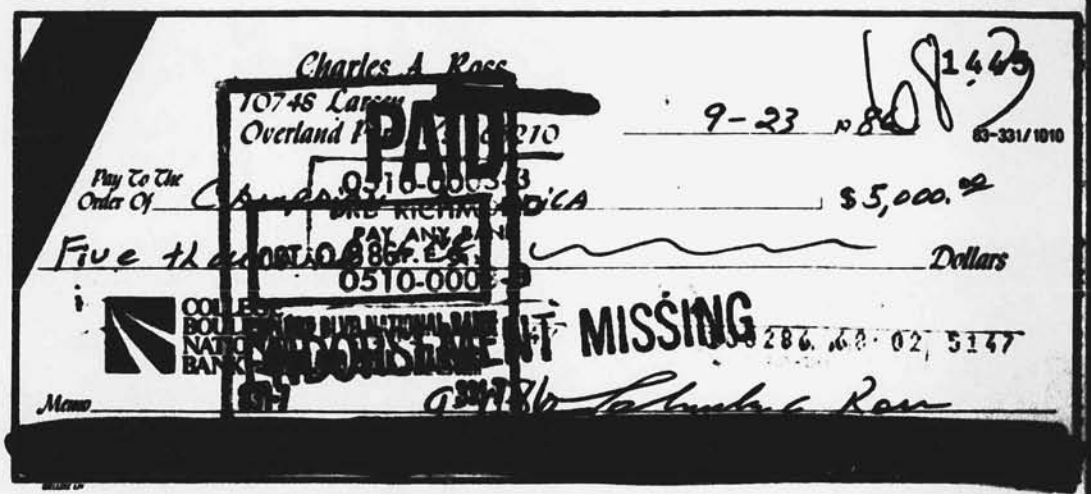
AUG 0 5 85

COLLEGE BOULEVARD NATIONAL BANK
KANSAS
331-7

PAID

Memo tree

Calenda a Ross



Charles A. Ross
10748 Larsen
Overland Park, KS 66210

1443

9-23 No 1083

83-331/1010

Pay To The Order Of: Campus Crusade for Christ $ 5,000.00

Five thousand and no/100 Dollars

0510-0003

PAID

0510-0003

COLLEGE BOULEVARD NATIONAL BANK
331-7

PAY ANY BANK

MISSING

Memo

Calenda a Ross

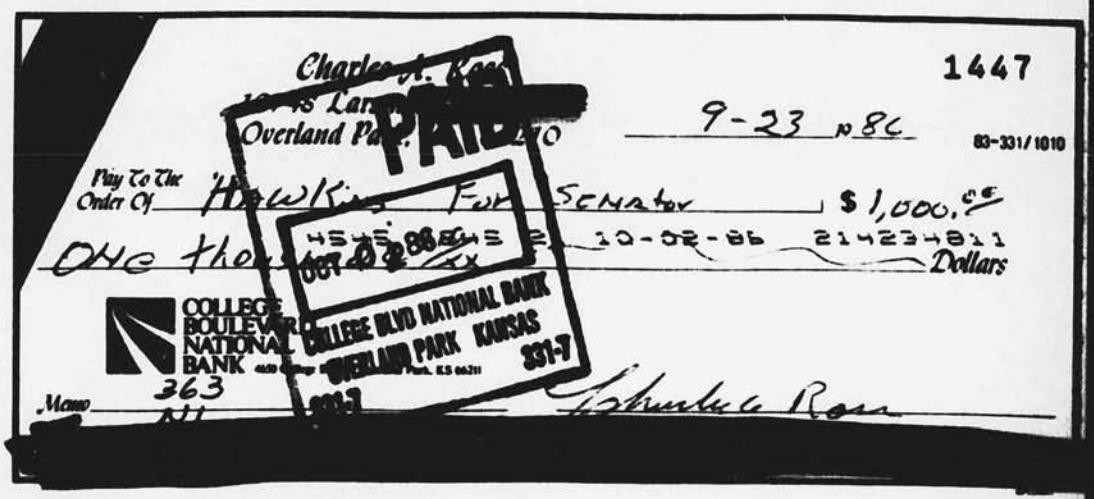
9504368165 9

For Deposit Only

FOR DEPOSIT ONLY

Contact: IDA

9504306816 0



Charles A. Ross
10748 Larsen
Overland Park, KS 66214

1447

9-23 86

83-331/1010

Pay To The Order Of Hawkins For Senator $1,000.00

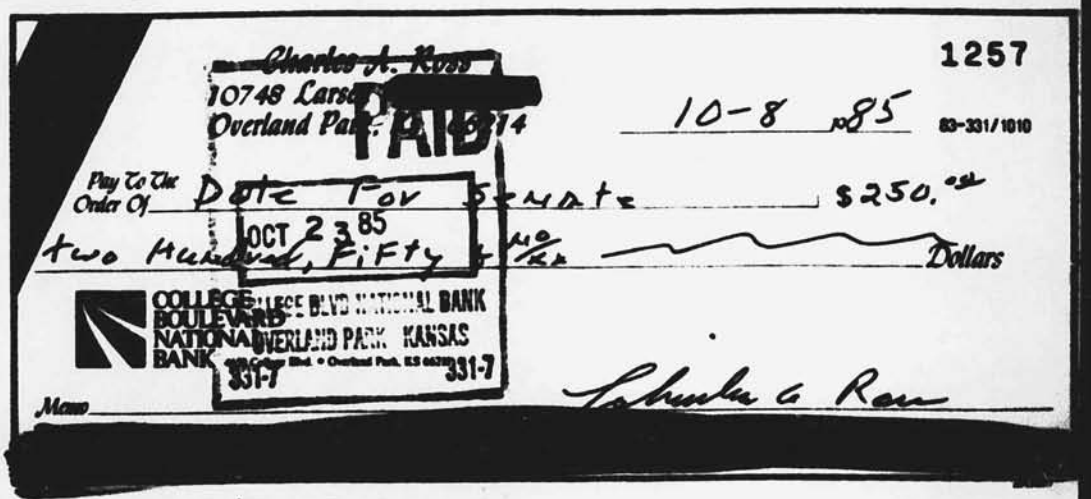
One thousand 10-02-86 21423481 1 Dollars

PAID
OCT 2 '86
COLLEGE BLVD NATIONAL BANK
OVERLAND PARK KANSAS
331-7

COLLEGE BOULEVARD NATIONAL BANK
Overland Park, KS 66211

Memo 363

Charles A. Ross



Charles A. Ross
10748 Larsen
Overland Park, KS 66214

1257

10-8 85

83-331/1010

Pay To The Order Of Dole For Senate $250.00

two Hundred, Fifty + NO/100 Dollars

PAID
OCT 23 85
COLLEGE BLVD NATIONAL BANK
OVERLAND PARK KANSAS
331-7

COLLEGE BOULEVARD NATIONAL BANK
331-7

Memo

Charles A. Ross

95043081661

PAY ANY BANK PEG
BARNETT BK OF CENT FLA 0521-0319
10-01-86 1074828896 00 1305302B0
PAY ANY BANK PEG FRB JAX 63-1
FRB JACKSONVILLE 063000194
4545 4545 21 10-02-86 2142346

FOR DEPOSIT ONLY
PAULA HAWKINS
RE-ELECTION CAMPAIGN/GENERAL
1074828896

OT 56 23

PAY ANY BANK - P.E.G.
F.R.B. OF K.C.
1010-0004-8

1
PAY ANY BANK, P.E.G.
BURKE & HERBERT
BANK & TRUST CO.
ALEXANDRIA, VIRGINIA

68-106

001 102285 00154

056001066

9504368162

CHARLES A. ROSS
P. O. BOX 983
CHANUTE, KS 66720

711

10-30-84

83-69/1011

Pay to the Order of Charlie Ross $1,000.00

One thousand + NO/100

Bank of COMMERCE
P.O. Box 538
(316) 431-1400
Chanute, Kansas 66720

PAID
OCT 31 84
BANK OF COMMERCE
CHANUTE, KANSAS

Charles A Ross

CHARLES A. ROSS
P. O. BOX 983
CHANUTE, KS 66720

717x

10-23-84

83-69/1011

Pay to the Order of NANCY Hoch For $1,000.00

One thousand + NO/100

Bank of COMMERCE
P.O. Box 538
(316) 431-1400
Chanute, Kansas 66720

PAID
NOV 01 84
BANK OF COMMERCE
CHANUTE, KANSAS

Charles A Ross

Charles A. Ross
[redacted]
Overland Park, Ks 66214

1100

1-19 1985

83-331/1010

Pay To The Order Of Kole Foundation $1,000.00

One thousand + NO/100 Dollars

COLLEGE BOULEVARD NATIONAL BANK
OVERLAND PARK KANSAS

Memo

Charles A Ross

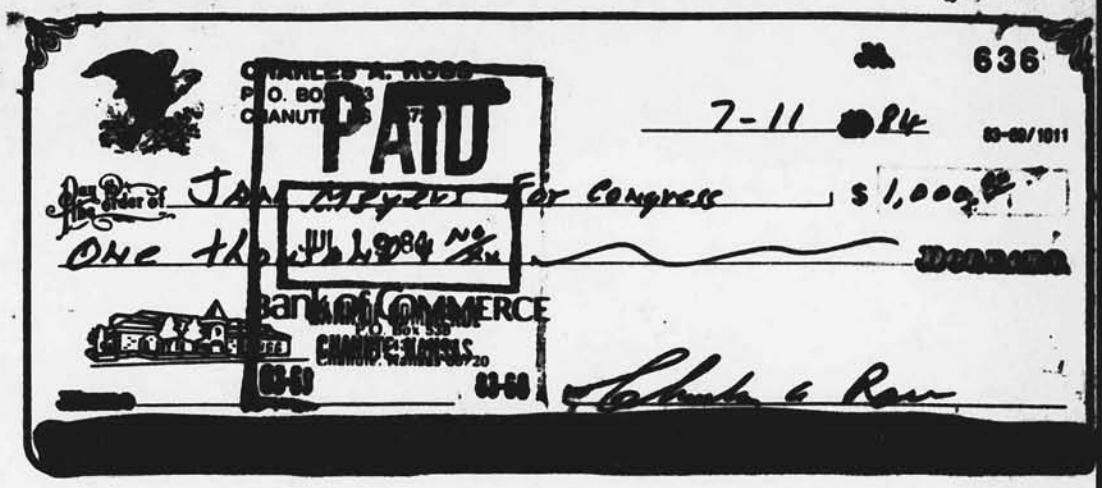
FOR DEPOSIT ONLY
To the account of the Dole Foundation
Palmer National Bank, Washington, D.C.
02001675

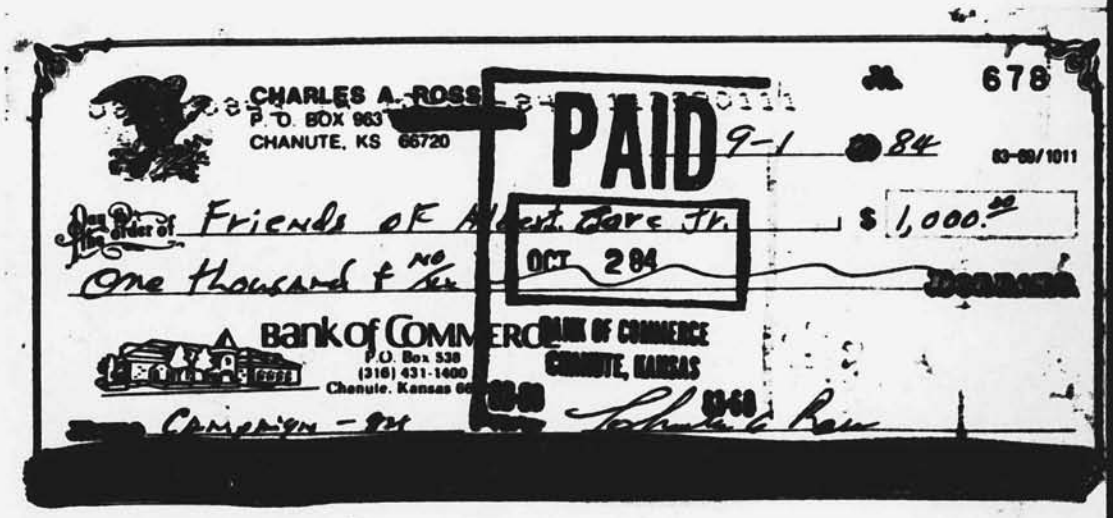
FOR DEPOSIT ONLY

FOR DEPOSIT ONLY

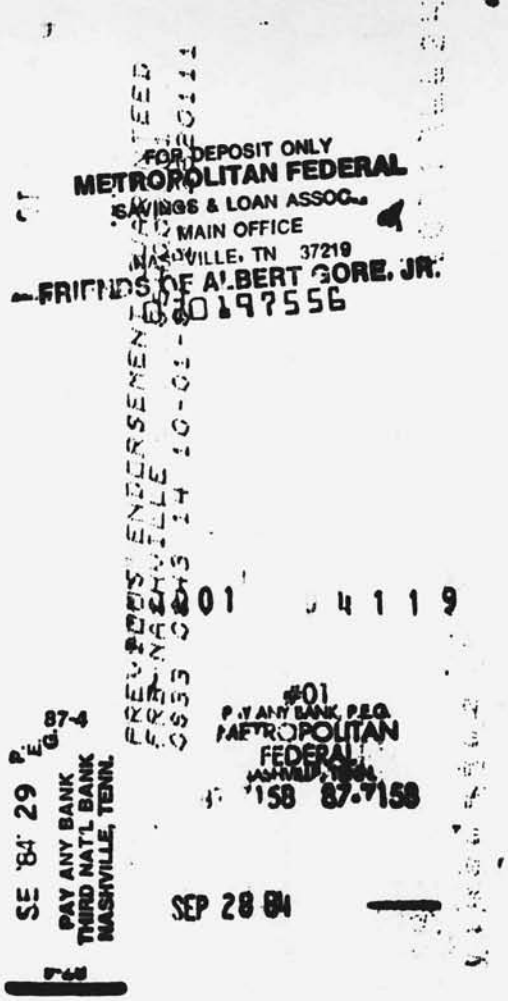
FOR DEPOSIT ONLY

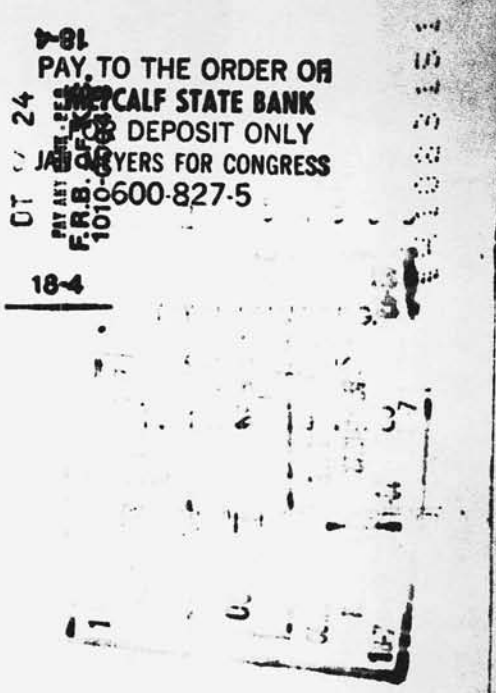
9504368164


636
7-11 84
PAID
Pay to the order of JA... for Congress
$ 1,000.00
One th... 1984
Bank of COMMERCE
CHANUTE, KANSAS
Schuler & Ross


CHARLES A. ROSS
P.O. BOX 963
CHANUTE, KS 66720
678
9-1 84
PAID
Pay to the order of Friends of Albert Dare Jr.
$ 1,000.00
One thousand & NO/100
OCT 284
Bank of COMMERCE
P.O. Box 538
(316) 431-1400
Chanute, Kansas
BANK OF COMMERCE
CHANUTE, KANSAS
Campaign - 84
Schuler & Ross

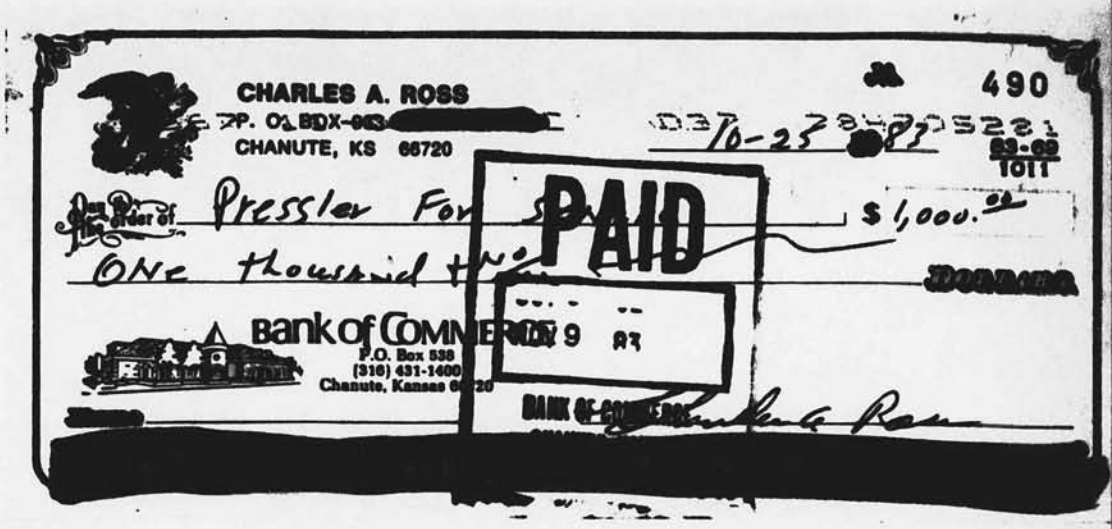
700
4-26 84
PAID
Pay to the order of Me... for Congress
$ 1,000.00
One th... 1984 NO/100
BANK OF COMMERCE
CHANUTE, KANSAS
Schuler & Ross

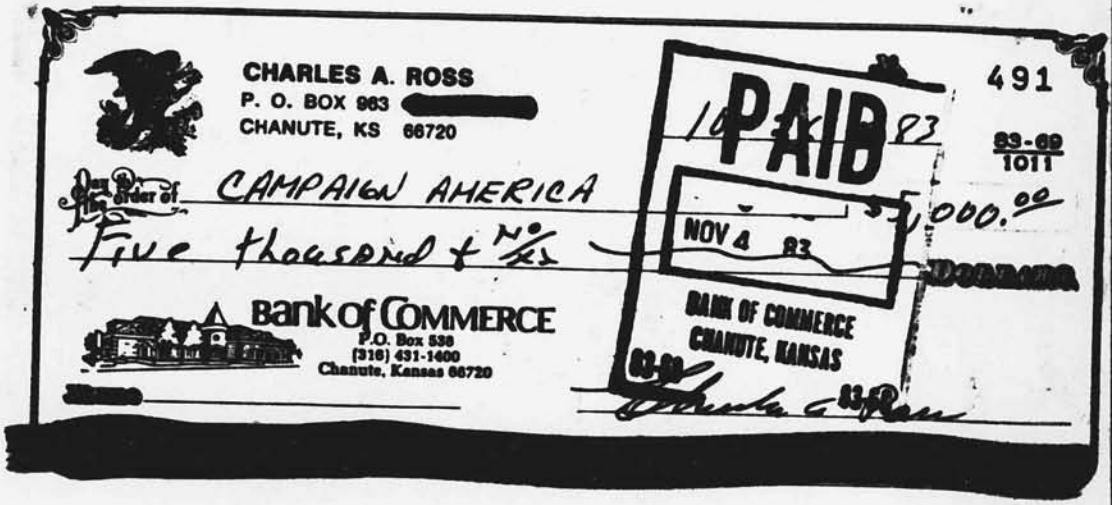


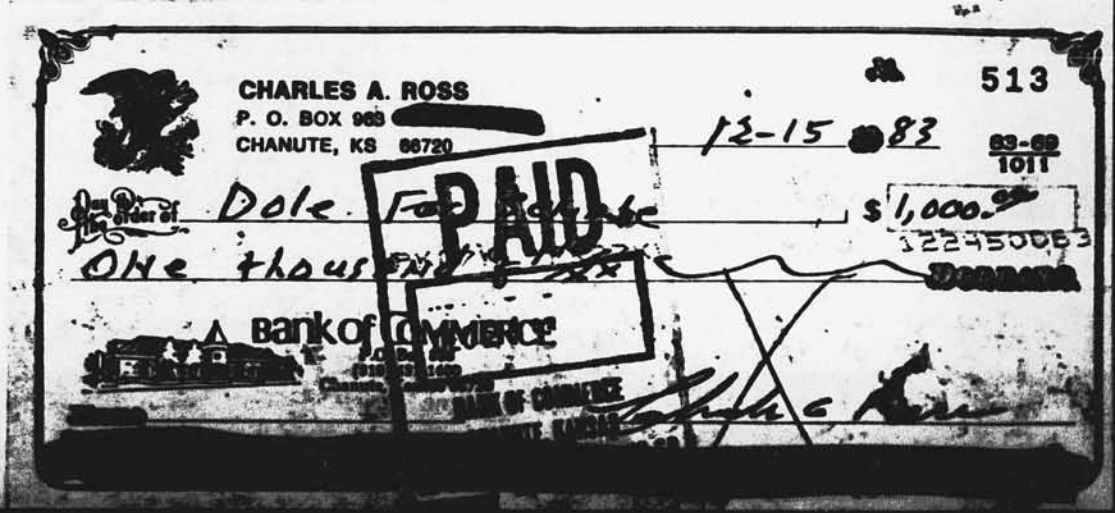


95043681655

9504306816666







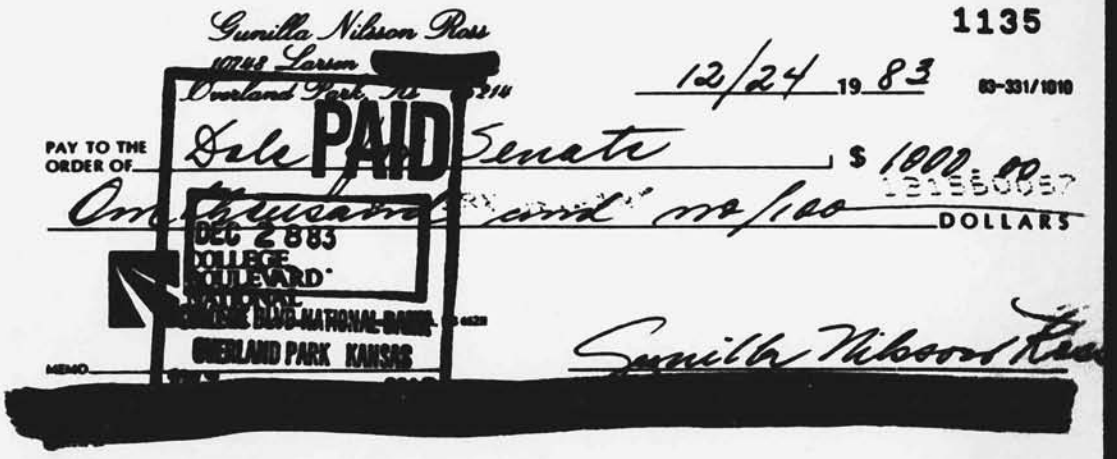
PRESSLER FOR U.S. Senate

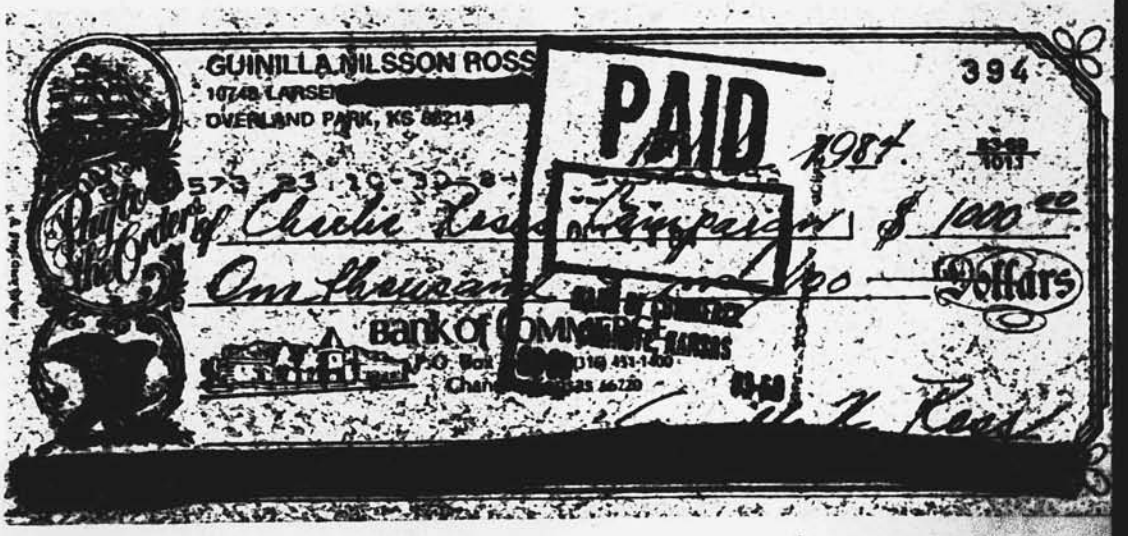
FOR DEPOSIT ONLY

9504336816667

9504308168

Gunilla Nilsson Ross
1059
Overland Park, Ks
10/25 19 83
PAY TO THE ORDER OF Pressler for Senate
$ 1000.—
One thousand and no/100
DOLLARS
COLLEGE BOULEVARD NATIONAL BANK
PAID
NOV 0 883
COLLEGE BLVD NATIONAL BANK
OVERLAND PARK KANSAS
MEMO
Gunilla Nilsson Ross


Gunilla Nilsson Ross
1135
12/24 19 83
PAY TO THE ORDER OF Dole for Senate
$ 1000.00
One thousand and no/100
DOLLARS
PAID
DEC 2 883
COLLEGE BOULEVARD
COLLEGE BLVD NATIONAL BANK
OVERLAND PARK KANSAS
MEMO
Gunilla Nilsson Ross


GUINILLA NILSSON ROSS
OVERLAND PARK, KS 66214
394
PAID
1987
Pay to the Order of Charlie Ross
$ 1000.00
One thousand and no/100 Dollars
Bank of Commerce
MEMO
Gunilla Nilsson Ross

Pressler for U.S. Senate

PAY ANY BANK, PEG 11-6 63 035 68
FRB MPLS 0010-0006 11-6 11-06-63 7847052
6567 11-06-63 C 037

NO 07

FIRST BANK

For Deposit Only
Pressler for Senate

18-16 PAY ANY BANK, PEG 18-16
MERCHANTILE BANK & TRUST KLMO
12-27-63 99999999 001 12155007

95043681669

COMMITTEE FOR CONGRESSMAN CHARLIE ROSE

PAY ANY BANK-PEG
F.R.B. OF K.C.
1010-0004-6

SOUTHERN NATIONAL BANK
LUMBERTON, N

197

Gunilla Nilsson Ross
10748 Larsen
Overland Park, Ks 66214

1375

10/23 19 87

83-331/1010

PAY TO THE ORDER OF Nancy Hoch for Senate $ 1000 00

One thousand and no/100 DOLLARS

COLLEGE BOULEVARD NATIONAL BANK

MEMO

PAID

Gunilla N. Ross

9504368168 70

Gunilla Nilsson Ross
10748 Larsen
Overland Park, Ks

1884

10-8 19 86

83-331/1010

PAY TO THE ORDER OF Dole for Senate $ 250 00

Two hundred fifty and no/100 DOLLARS

PAID

COLLEGE BOULEVARD NATIONAL BANK

331-7

MEMO

Gunilla N. Ross

Gunilla Nilsson Ross
10748 Larsen
Overland Park, Ks

2246

10/3 19 86

83-331/1010

PAY TO THE ORDER OF $ 3000 00

DOLLARS

9504381671

FOR DEPOSIT ONLY
Midwest Federal Savings
and Loan Association

OCT 84

FOR DEPOSIT ONLY
Midwest Federal Savings
and Loan Association

OT 86 23
PAY ANY BANK-ELA
F.R.B. OF K.C.
1010-0004-8

68-106
PAY ANY BANK, P.E.G.
BURKE & HERBERT
BANK & TRUST CO.
ALEXANDRIA, VIRGINIA
68-106

001 102205 00155

056001066

OT 86 17
UNITED VIRGINIA BANK
NORTHERN REGION
ALEXANDRIA, VA.
PAY ANY BANK

OT 86 20

F.R.B. BALTIMORE MD 052000256

68-106

FOR DEPOSIT ONLY

FEDERAL ELECTION COMMISSION
MAIL ROOM
88 MAY -9 PM 12:35

Dear Susan Beard,

Neither my wife or myself have any documents to produce.

Sincerely,

Steve Ahlberg

706 Persimmon View
Olathe, Ks. 66061

95043068167 2

GCC 9259

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

88 MAY 11 AM 9:17

MUR 2582

LAW OFFICES
LENTZ & CLARK
5616 REEDS ROAD
P.O. BOX 1704
MISSION, KANSAS 66222-0704
(913) 384-2464

F. STANNARD LENTZ, P.A.
CARL R. CLARK
JAMES M. HOLMBERG

May 4, 1988

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

88 MAY 11 AM 9:54

Mr. Daniel Blessington
Federal Election Commission
Washington, D.C. 20463

RE: Birdview Satellite Communications, Inc.

Dear Mr. Blessington:

Mr. Lentz has requested that I correspond with you regarding the materials you have in your possession regarding the above-referenced matter. These are the materials you obtained while in Kansas City recently. He would appreciate receiving a receipt from you for these documents. If you have any questions concerning this, please do not hesitate to contact our office. Your cooperationg and assistance is appreciated.

Sincerely,

Carol J. Snyder

Carol J. Snyder
Legal Asst. to Mr. Lentz

/cjs

14L-Blessington

9504368167 3

5-14-88

FEDERAL ELECTION COMMISSION GCC#9329

88 MAY 20 AM 9:20

Dear Susan Beard:

I would like to pursue pre-probable cause concerning my violation of making a political contribution and then being reimbursed by Birdview. At the time I was reimbursed I had no knowledge of this reimbursement being illegal. It was not until your letter, dated 4-12-88, that I realized I had [redacted] violated an F.E.C. Act.

Sincerely,

Steve Phillips
706 Persimmon View
Olathe, Kansas 66061

RECEIVED
FEDERAL ELECTION COMMISSION
88 MAY 20 PM 3:20

9504368167 4

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 6, 1988

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Ms. Wanda Bowman
Route 2 - Box 7
Blue Springs, MO 64015

RE: MUR 2582
Wanda Bowman

Dear Ms. Bowman:

On February 25, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials along with your response to the enclosed subpoena by June 21, 1988. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 21 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

9504368167 5

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200. Please confirm the scheduled appearance with Susan Beard within two days of your receipt of this notification.

Sincerely,

Thomas J. Josefiak
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form
Subpoena for Deposition and Documents

9504368167 6

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 2582
)

SUBPOENA

To: Wanda Bowman
Route 2 - Box 7
Blue Springs, MO 64015

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on July 1, 1988, at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, in Room 703, beginning at 12:00 noon and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. by June 21, 1988.

9504368167 7

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 3rd day of June, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

for Mary W. Dove
Marjorie W. Emmons
Secretary to the Commission

Attachment
Documents Request (1 page)

9504368168

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Wanda Bowman MUR 2582

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act") "[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

According to a newspaper article printed in the Kansas City Star on January 28, 1988, Birdview Satellite Communications, Inc. may have reimbursed its employees and their spouses for political contributions made in their names. Reports filed with the Commission by the Dole for Senate Committee state that Wanda Bowman made a $250 contribution on October 21, 1985. Wanda Bowman was an employee of Birdview Satellite Communications, Inc. when the contribution was made. Therefore, it appears that Ms. Bowman may have been reimbursed by Birdview Satellite Communications, Inc. It appears that Wanda Bowman knowingly permitted her name to be used to effect a political contribution in the name of another. Therefore, there is reason to believe that Wanda Bowman violated 2 U.S.C. § 441f.

9504368167 9

6004956 3

RECEIVED
FEDERAL ELECTION COMMISSION
88 JUN 20 AM 10:56

Route 2 Box 7
Blue Springs, Missouri 64015
June 13, 1988

RECEIVED
FEDERAL ELECTION COMMISSION
88 JUN 21 AM 10:46

Ms. Susan Beard
Office of the General Counsel
Federal Election Commission
999 E Street, N. W.
Washington, D. C. 20463

Re: MUR 2582
Wanda B. Bowman

Dear Ms. Beard:

Responding to the Commission's letter and subpoena of June 6, 1988, enclosed is my sworn and signed statement regarding my knowledge of the above matter, along with copies of documentation in my possession.

In my phone conversation last week with Daniel Blessington, and today with you, I advised that I would be out of town from June 18 through June 26. On June 29, I am scheduled to see my doctors following a month of medication to prepare me for surgery. My surgery date is to be confirmed when I visit the doctors on June 29. The doctors have advised me I will be in the hospital a minimum of five days, with a recuperation of four to six weeks before I am released to return to work. It is, therefore, very possible that I could be hospitalized on July 1 and unable to meet the subpoena date for my deposition until after my recuperation and release by the doctors.

There is also a possibility of my being available on July 1, depending on the schedules of the doctors and hospital. However, due to the uncertainty of the final plans until my doctors' appointment on June 29, I would like to request an extension of the subpoena date to sometime after mid-August.

In view of the above, I would appreciate your advising me regarding an extension of the July 1 deposition.

Sincerely,

Wanda B. Bowman

Wanda B. Bowman

wbb/s

Enclosures

2504381630

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

STATEMENT

To: Office of the General Counsel
Federal Election Commission
999 E Street, N. W.
Washington, D. C. 20463

I, WANDA B. BOWMAN, was employed by Birdview Satellite Communications, Inc. from June, 1985 through February, 1986, as Assistant to the President, Charles A. Ross. I was terminated at the end of February, 1986, with one month's salary, due to continuing decline of the business.

On October 9, 1985 I attended a Dole for Senate fund-raising reception at the Alameda Plaza and met and visited with Elizabeth Dole. My attendance was voluntary and not coercive in any way. Birdview was holding a Board Meeting that afternoon and I was in attendance. The meeting was lengthy and, by early evening, it was agreed the meeting would continue and food would be brought in. Knowing Mr. Ross was scheduled to attend the Dole reception that evening with his wife, Gunilla, I volunteered to leave the meeting and attend the reception with Mrs. Ross. Mr. Ross agreed to my suggestion. Never having attended a fund-raising reception, I asked Mr. Ross what amount of contribution would be appropriate. He advised that was entirely up to me. I later decided to contribute $250.00 and wrote my personal check No. 1301 for that amount. I did not expect or receive, to my knowledge, reimbursement from Birdview Satellite or Charles A. Ross. In fact, other than Mr. Ross expressing his thanks and appreciation to me, the subject was never discussed.

I have photocopied and attach my share draft No. 1301 dated October 9, 1985 drawn on the Burns & McDonnell Credit Union. Cancelled checks are not returned to me with my statement, and this copy is made from the carbon copy from

9504381621

my share draft book. I've also attached a photocopy of a letter from Senator Dole acknowledging my contribution.

In accordance with the instructions accompanying the Commission's letter of June 6, 1988 to me, I have also copied and attach pay stubs from Birdview Satellite Communications and W-2 forms for the period of my employment. In addition, I've also enclosed copies of my expense reports while employed by Birdview and check stubs showing reimbursement of those expenses. Other than identified in these documents, I did not receive any other compensation or reimbursement.

Other than the documents identified above and attached to this statement, I have no other documents from my employment at Birdview Satellite nor am I aware of any documentation relating to this matter.

Signed and sworn to this 13th day of June, 1988.

Wanda B. Bowman

Wanda B. Bowman

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Before me, a Notary Public, came WANDA B. BOWMAN who has sworn that she, and she alone, prepared this Statement and the facts contained herein are true to the best of her knowledge, and signed the above Statement in my presence this 13th day of June, 1988.

Pamela A. Cones

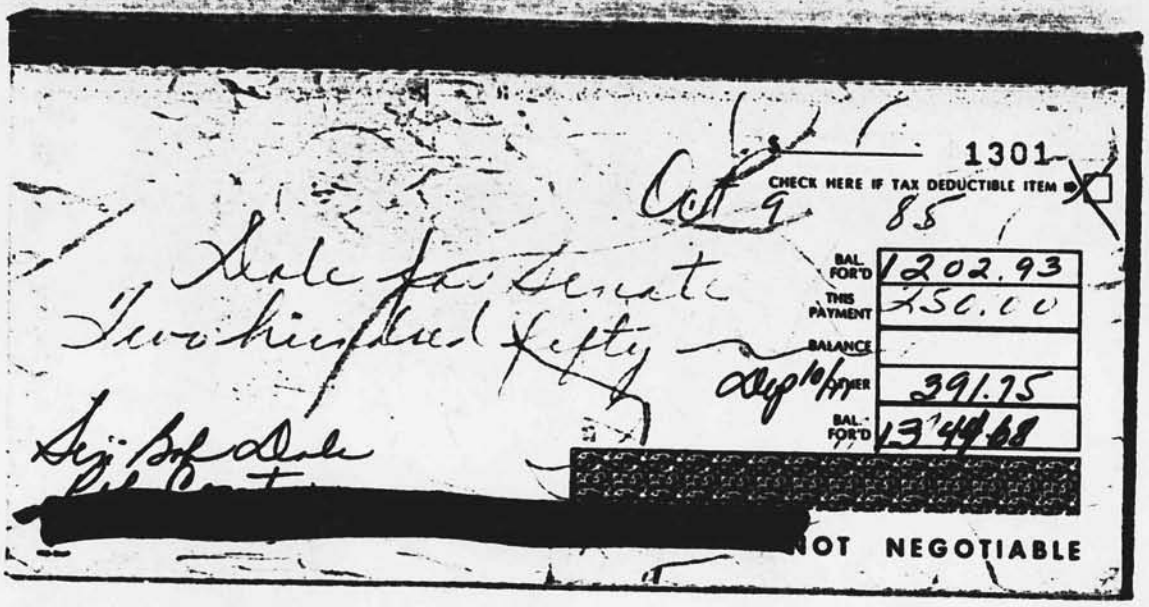
Notary Public

My Commission Expires:

July 23, 1990

950438162

9504368168 3



1301

CHECK HERE IF TAX DEDUCTIBLE ITEM ☒

Oct 9 85

Dale for Senate
Incorporated Petty

Sig B of Dale
[redacted]

BAL FOR'D	1202.93
THIS PAYMENT	450.00
BALANCE	
Aug 10 PAYMENT	391.75
BAL FOR'D	1344.68

[redacted]

NOT NEGOTIABLE

SENATOR BOB DOLE

October 31, 1985

Ms. Wanda Bowman
1703 A Street
Blue Springs, Missouri 64105

cle #1301

Dear Wanda:

The Dole for Senate fundraising reception with Elizabeth at the Alameda Plaza on October 9th was quite a success, thanks to you and the many friends who helped make it so.

Elizabeth joins me in expressing our sincere appreciation to you for joining this effort, and I want to thank you for your $250.00 contribution to my 1986 re-election effort.

Again, my thanks and kindest regards.

Sincerely,

BOB DOLE

BD:hb

95043681634

Not prepared or mailed at Taxpayer's expense. Paid for by DOLE FOR SENATE COMMITTEE, 919 Prince Street, Alexandria, Virginia 22314.

Birdview EXPENSE REPORT

NAME WANDA B. BOWMAN WEEK ENDING Feb 28, 1986

Auto Mileage

CITIES	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
FROM							
MILEAGE - 1/31/86 thru 2/28/86 (BANKS, SPRINGHILL, ETC.)							

REASON FOR EXPENSE _____

TOTAL MILEAGE 71

x ____ (Rate) .21

Reimbursement 14.91

+ shortage 11/28/86 exp. report .83

Other Expense

	SUN.	MON.	TUES.	WED.	THURS.	FRI	SAT.	TOTAL
5								

CHANUTE ELECTRONICS DIVISION — BIRDVIEW SATELLITE COMMUNICATIONS, INC.

VENDOR 409 WANDA B BOWMAN CHECK DATE 2/28/86 NO. 00114

	INVOICE	DATE		INV AMOUNT	DISCOUNT	OTHER	NET
9504368 1	228	2/27/86		15.74			15.74
	TOTALS →			15.74	.00		15.74

COMMENT:

TOTALS																			

APPROVED BY _____

TOTAL EXPENSE 15.74

LESS EXPENSE ALLOWANCE OR DIRECT BILLING _____

AMOUNT DUE ME/~~COMPANY~~ 15.74

SIGNATURE Wanda B Bowman

Birdview EXPENSE REPORT

NAME: Wanda B. Bowman WEEK ENDING Jan. 28, 19 86

Auto Mileage

CITIES	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
FROM							
MILEAGE - 12/5/85 thru 1/24/86 (BANKS, ERRANDS, ETC)							

REASON FOR EXPENSE _____

TOTAL MILEAGE 83

x _____ (Rate) .21

Reimbursement 17.43

Other Expense

12/5

	SUN.	MON.	TUES.	WED.	THURS.	FRI.	SAT.	TOTAL
ROOM								
BREAKFAST								
LUNCH					18 57			18 57

BIRDVIEW SATELLITE COMMUNICATIONS, INC.

MARKETING DIVISION

VENDOR 5409 WANDA B BOWMAN CHECK DATE 1/30/86 NO. 07504

INV. NO.	INVOICE	DATE	INV. AMOUNT	DISCOUNT	OTHER	NET
M2	0128	1/28/86	35.17			35.17
	TOTALS →		35.17	.00		35.17

Check 834

COMMENT: _____

TOTALS								18 57

APPROVED BY _____

TOTAL EXPENSE 36.00

LESS EXPENSE ALLOWANCE OR DIRECT BILLING _____

AMOUNT DUE ME/~~COMPANY~~ 3600

SIGNATURE _____

9 5 0 4 3 6 8 1 6 8 7

INFORMATION IN SUPPORT OF BUSINESS MEALS AND OTHER ENTERTAINMENT

Date 12/5/85 Amount $ 8.57

Place and CRAZY GEORGE'S Tip (if not

Type of Included)

Entertainment Total $ 8.57

Name Business Connection

BUD & WANDA - WORKING LUNCH AT

MARC SALLE, ROGER MASON OFFICE

Business Reason

Date Amount $

Place and Tip (if not

Type of Included)

Entertainment Total $

Name Business Connection

Business Reason

Date Amount $

Place and Tip (if not

Type of Included)

Entertainment Total $

Name Business Connection

Business Reason

Date Amount $

Place and Tip (if not

Type of Included)

Entertainment Total $

Name Business Connection

Business Reason

INSTRUCTIONS:

(1) This form must be submitted with each expense report in support of all expenses for business meals or other entertainment. Separate entries should be made for each occasion on which such expenses are incurred.

(2) The amounts shown must agree with the entries for entertainment expense for that day on the expense report.

(3) Receipts must be attached for expenditures of $25 or more and should be attached for expenditures of less than $25. If more than one expenditure is included in any amount, and the total of such expenditures is $25 or more, there should be shown separate expenditures of less than $25.

(4) Information as to the business connection of the persons entertained and the business reason for such entertainment should be in sufficient detail to show clearly why such expenditures were incurred.

From the desk of ....

Wanda B. Bowman

12/5/85	Bread	1 mile
12/13/85	Bank	10 "
12/18	Bank	10 "
12/21	Bread (Bulk)	5 "
12/31	Bank	10 "
1/4	Hotel	5 "
1/5	Bank	10 "
1/24	Bank	10 "
		61
Pickup .01¢/mi for prev. reports		22
454 ÷ 21 = 22		83

Birdview

9504368168838

CRAZY GEORGE'S
8611 College Blvd.
Overland Park, KS 66210
Phone: 451-1486

12/5/85

Business

12-05-85

R34 $0.55
$0.55 ST
$0.02 TX1

$0.57 CA

P 1-12
A 4996 221

DELI SANDWICHES, BEER

SANDWICHES:

___ ROLL ___ WHITE ___ WHEAT

___ HAM #1
___ ROAST BEEF #2
___ SMOKED TURKEY #3
___ ITALIAN ROAST BEEF #4
___ BEEF BRISKET BBQ #5
___ SPECIAL

___ BABY SWISS
___ MUSTARD
___ MAYONNAISE
___ *CRAZY GEORGE SAUCE
___ BBQ SAUCE
___ NO PICKLE
___ EXTRA PICKLE
___ EXTRA CHIPS

* a guarded recipe

BEVERAGES:

___ COKE ___ DIET COKE
___ SPRITE ___ MR. PIBB
___ ICED TEA ___ COFFEE
___ BEER LITE ___ BEER

SOUP:

___ CUP ___ SALAD
___ BOWL

Here	To Go	P/U Time	Name	COST
				$18.00

RECEIPT

CUSTOMER PHONE: _____

950 3 8 1 6

MARKETING DIVISION — BIRDVIEW SATELLITE COMMUNICATIONS, INC.

VENDOR 309 WANDA B DUNHAM — CHECK DATE 12/05/85 — NO. 07027

INVOICE	DATE	INV AMOUNT	DISCOUNT	OTHER	NET
1202	11/30/85	294.43			294.43
TOTALS →		294.43	.00		294.43

COMMENT

Birdview EXPENSE REPORT

NAME Wanda L. Bowman WEEK ENDING Dec 2, 1985

Auto Mileage

CITIES	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
FROM							
MILEAGE - 11/7 thru 12/2/85 (BANKS, ERRANDS, ETC.)							

TOTAL MILEAGE 102

REASON FOR EXPENSE _____

x .20 (Rate) _____

Reimbursement 20.40

11/22 11/23

Other Expense

	SUN.	MON.	TUES.	WED.	THURS.	FRI.	SAT.	TOTAL
ROOM								
BREAKFAST								
LUNCH								
DINNER								
PORTER/TIPS								
ENTERTAINMENT						57 50	197 88	255 38
TELEPHONE (CREDIT CARD)			18 65					18 65
CAR RENTAL/CAB								
AIR FARE								
TOLLS/PARKING								
AUTO EXPENSE								
OTHER/ITEMIZE								
TOTALS			18 65			57 50	197 88	274 03

9504368160 1

APPROVED BY _____

TOTAL EXPENSE 294.43

LESS EXPENSE ALLOWANCE OR DIRECT BILLING _____

AMOUNT DUE ME/~~COMPANY~~ 294.43

SIGNATURE Wanda L. Bowman

9 5 0 4 3 6 8 1 6 9 2

INFORMATION IN SUPPORT OF BUSINESS MEALS AND OTHER ENTERTAINMENT

Date 11/22/85
Place and DOUBLETREE
Type of Entertainment DRINKS, DINNER
Amount $ 47.50
Tip (if not included) 10.00
Total $ 57.50

Name	Business Connection
ALVIN F. SALLE	INSURANCE SERVICES, INC.

Business Reason DISCUSSIONS RE MEDICAL INSURANCE PROPOSAL

Date
Place and
Type of Entertainment
Amount $
Tip (if not included)
Total $

Name	Business Connection

Business Reason

Date 11/23/85
Place and DOUBLETREE
Type of Entertainment DRINKS, DINNER,
Amount $ 167.88
Tip (if not included) 30.00
Total $ 197.88

Name	Business Connection
DONALD E. LUSTY	CONTROL DATA
KERRY WICKSTRUM	

Business Reason DISCUSSIONS WITH C.A. ROSS RE POSSIBLE BUSINESS VENTURE

Date
Place and
Type of Entertainment
Amount $
Tip (if not included)
Total $

Name	Business Connection

Business Reason

INSTRUCTIONS:

(1) This form must be submitted with each expense report in support of all expenses for business meals or other entertainment. Separate entries should be made for each occasion on which such expenses are incurred.

(2) The amounts shown must agree with the entries for entertainment expense for that day on the expense report.

(3) Receipts must be attached for expenditures of $25 or more and should be attached for expenditures of less than $25. If more than one expenditure is included in any amount, and the total of such expenditures is $25 or more, there should be shown separate expenditures of less than $25.

(4) Information as to the business connection of the persons entertained and the business reason for such entertainment should be in sufficient detail to show clearly why such expenditures were incurred.

From the desk of . . .
Wanda B. Bowman

Mileage

11/6	Bucks	5 miles
11/7	Bank	5 miles
11/8	Bank	5 miles
11/8	Bucks parents	10 miles
11/12	Bank	5 "
11/15	Bank	5 "
11/19	Banks	10 "
11/22	Bank	5 "
11/29	Bucks + Hotel	10 miles
12/2	Banks	
		70 miles
4/23	Mileage Bud's Errands	32 "
		102

Birdview

9504368169 3

Alvin F. Salle
Vice President

INSURANCE SERVICES, INC.

3015 East Central
Wichita, Kansas 67214
(316) 686-3373

GUEST RECEIPT

DOUBLETREE
10100 COLLEGE BLVD.
OVERLAND PARK, KANSAS

Thank You

DATE	AMOUNT	CHECK NO.
11/22/85	41.50	
+ tip		

9504368169 4

Donald E. Lusty
Account Representative
Manufacturing

CONTROL DATA

7995 East Prentice Avenue
Englewood, CO 80111
303/779-7709

GUEST RECEIPT

DOUBLETREE
10100 COLLEGE BLVD.
OVERLAND PARK, KANSAS

Thank You

DATE	AMOUNT	CHECK NO.
11/23/85	167.88	
+ tip	30.00	

4 KERRY WICKSTRUM

BIRDVIEW SATELLITE COMMUNICATIONS, INC.

MARKETING DIVISION

CHECK DATE 11/07/85 AU. 06/15

INVOICE	DATE	TAX EXEMPT	DISCOUNT	OTHER	NET
1005	10/31/85	712.62			712.62
		712.62	.00		712.62

TOTALS →

COMMENT

95

Birdview EXPENSE REPORT

NAME Wanda B. Bowman WEEK ENDING Nov. 5, 19 85

Auto Mileage

CITIES	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
FROM							
Mileage - 10/21/85 thru 11/5/85 (details trips, home & airport)							

REASON FOR EXPENSE Travel to Wash. D.C. for SPACE rally; lobbying with Kansas & Missouri Senators + Congressmen.

TOTAL MILEAGE 165 X .20 = 33.00

Other Expense

	10/27 SUN.	10/28 MON.	10/29 TUES.	10/30 WED.	10/31 THURS.	10/25 FRI.	10/26 SAT.	TOTAL
ROOM				490 97				490 97
BREAKFAST								
LUNCH	10 80	7 00	10 50	8 50				36 80
DINNER / DRINK	15 75					2 50 4 60		22 85
PORTER/TIPS	10 00	1 50	3 00	5 00		1 15		20 65
ENTERTAINMENT								
TELEPHONE								
CAR RENTAL/CAB	35 00	85						35 85
OTHER/ITEMIZE								
PARKING				25 50		2 00		27 50
Am. Ex. Mbrship FOR COMPANY TRAVEL					45 00			45 00
GASOLINE TOTAL								
TOTALS	71 55	9 35	13 50	529 97	45 00	10 15		679 62

APPROVED BY _____

TOTAL EXPENSE 712.62

LESS EXPENSE ALLOWANCE OR DIRECT BILLING —

AMOUNT DUE ME/~~COMPANY~~ 712.62

SIGNATURE Wanda B. Bowman

95043681607

#1.5 6 10/24

From the desk of ...

Wanda B. Bowman

Mileage

	8393	
10/21	8343	Olathe + Bonner
	60 mi	
10/24	978.3	Olathe
10/25	968.2	Bonner
	10 mi	
10/25	057.3	
	978.3	Airport Rt
	89.0	
10/31	5 mi	Bonner
11/4	5 mi	bonner
11/5	5 mi	bonner

50
10
80
15
165 X 20 = 33.00

Birdview

A Full Service Travel Agency

BRYAN WORLD TRAVEL

a division of Bryan World Tours, Inc.

(913) 345-2747

11191 Antioch • Suite 106
Overland Park, Kansas 66210

DO NOT DESTROY TICKETS. UNUSED TICKETS MUST BE RETURNED BEFORE REFUND MAY BE ISSUED. THIS INVOICE REPRESENTS AN IMMEDIATE TRANSFER OF FUNDS FROM OUR AGENCY TO THE PARTICIPATING CARRIERS UPON ISSUANCE OF TICKETS. YOUR PROMPT REMITTANCE WILL BE APPRECIATED.

PASSENGERS:

BOWMAN/WANDA

BIRDVIEW SATELLITE INC/17300
8500 W 110TH
OVERLAND PARK KS 66210

INVOICE DATE OCT 22 1985

INVOICE NO. 29169

'THANK YOU FOR YOUR BUSINESS'

FROM	TO	AIRLINE	FLIGHT	DATE	DEPART	ARRIVE	STATUS
KANSAS CITY/I	BALTIMORE	TWA	172M	25OCT	603P	1054P	OK
SEAT-25A							
BALTIMORE	WASH/NATIONAL	SURFACE					
WASH/NATIONAL	KANSAS CITY/I	BRANIFF	507Y	30OCT	440P	614P	OK
			SNACK				

AIR TRANSPORTATION FARE 201.86 TX 16.14 TTL 218.00

TICKET NUMBER(S):
BOWMAN/WANDA [redacted] OK 218.00

INVOICE TOTAL 218.00

Full Coach Fare 399.00
Discount Fare 218.00
TOTAL SAVINGS 181.00

PLEASE VERIFY FLIGHT AND TIME WITH YOUR AIRLINE BEFORE DEPARTURE

ALL TIMES ARE LOCAL TIME AS EACH CITY OBSERVES

9504368168

APCOA INC
BWI AIRPORT
BALTIMORE, MD

$2.00

ENTRY 1 #

A ••••31
'85-10-•5 0T
@25-23:19

WHITE TOP CAB CO.

3600 JEFFERSON DAVIS HIGHWAY
ALEXANDRIA, VIRGINIA 22305
683-4004

CAB # _____ I.D.# _____

TO DC

FROM [illegible]

NO. LUGGAGE 2 NO. PASSENGERS 1

TOTAL FARE 3.50 TIME/DATE 10/27/85

+ 45¢ tip

DRIVER'S SIGNATURE

7637/19 1057 1 CSH 131650

DIA 01 [illegible] 1 [illegible]
DIA 10 [illegible] 1 [illegible]

10/27/5 1057 1 CSH 15.75 TTL

YOUR RECEIPT
THANK YOU

10 27 85

7	lb	2.39
7	lb	2.39
2	lb	1.24
2	lb	1.24
3	lb	1.49
30	lb	1.45
		10.20T
		0.60T
		10.80T
		20.00C
		9.20C

19749 02

4.60 /
tip 65 / 5

33001 22 2 4 00

DATE: 10/30/85
TIME: 06:22 PM
AMOUNT: $25.59

KANSAS CITY
INTERNATIONAL
AIRPORT PARKING 168

** THANK YOU **

The Mayflower
A STOUFFER HOTEL

1127 Connecticut Ave., N.W., Washington, DC 20036 • 202/347-3000 • 800/325-5000
TELEX: 89-2324 CABLE: MAYFLOWER

BOWMAN, WANDA
SPACE
PO BOX 25788
OVERLAND PARK, KS
66225
SPACE1

ARRIVAL	10/27/85
DEPARTURE	10/30/85
NO. IN PARTY	1
RATE	130.00

ACCT. NO. 399699 ROOM NO. 950

#	DATE	DESCRIPTION	AMOUNT
1	10/27/85	ROOM 950/25388/1/0/	$130.00
2	10/27/85	ROOM TAX 950/25389/1/0/	$13.00
3	10/27/85	OCCUPANCY TAX 950/25390/1/0/	$1.00
4	10/28/85	ROOM SERVICE 950/10280032/1/4 08:31/053/W P LUI	$12.30
5	10/28/85	ROOM 950/29867/1/4/	$130.00
6	10/28/85	ROOM TAX 950/29868/1/4/	$13.00
7	10/28/85	OCCUPANCY TAX 950/29869/1/4/	$1.00
8	10/29/85	TOWN AND COUNTRY 950/10290143/1/4 08:09/038/YESSIE WAD	$26.52
9	10/29/85	MINIBAR 950/10290418/1/4 12:51/001/MINI BAR P	$7.56
10	10/29/85	ROOM 950/34244/1/4/	$130.00
11	10/29/85	ROOM TAX 950/34245/1/4/	$13.00
12	10/29/85	OCCUPANCY TAX 950/34246/1/4/	$1.00
13	10/30/85	ROOM SERVICE 950/10300257/1/4 10:46/056/XUAN TRAN	$11.99
14	10/30/85	LOCAL CALLS 950/10300411005/1/4 12:03/9812701	$.60
		BALANCE DUE	$490.97

APPROVED BY:

COMPANY ADDRESS

I agree that my liability for this bill is not waived and I agree to be held personally responsible in the event that the indicated person, company or association fails to pay for any part of the full amount of these charges.

CITY STATE COUNTRY POSTAL CODE

GUEST'S SIGNATURE X 6

MARKETING DIVISION

BIRDVIEW SATELLITE COMMUNICATIONS, INC. Christie 10/18/85 No. 01908

10/18/85		78.01				78.01
TOTALS →						78.01

COMMENT:

9 5 0 4 3 6 8 7

Birdview EXPENSE REPORT

NAME Wanda B. Bowman WEEK ENDING 10/16, 1985

Auto Mileage

CITIES	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
FROM	Miss.	mileage to Boyle,					
	Lewis Grove, Olustee, Fredi						

REASON FOR EXPENSE _____

TOTAL MILEAGE 144

X .20

28.80

Other Expense

	9/21 SUN.	MON.	TUES.	10/9 WED.	10/10 THURS.	FRI.	SAT.	TOTAL
ROOM								
BREAKFAST								
LUNCH								
DINNER				3 43				3 43
PORTER/TIPS					2 00			2 00
ENTERTAINMENT	1 08				16 50			17 58
TELEPHONE								
CAR RENTAL/CAB								
OTHER/ITEMIZE								
Pkg. (airport)				1 00				1 00
GASOLINE TOTAL					25 20			25 20
TOTALS	1 08			4 43	43 70			49 81

78.01

APPROVED BY L. G. Rose

TOTAL EXPENSE _____

LESS EXPENSE ALLOWANCE OR DIRECT BILLING _____

AMOUNT DUE ~~ME~~ COMPANY 78.01

SIGNATURE Wanda B. Bowman

WEEKLY GASOLINE REPORT

DATE	CITY	CREDIT CARD	MILEAGE	GALLONS	AMOUNT

9504368170 3

ENTERTAINMENT EXPENSE

DATE	NAME OF ENTERTAINMENT ESTABLISHMENT	NAMES & CONNECTIONS OF BUSINESS GUESTS	COST		TIPS		TOTAL	
10/10	DOUBLETREE O.P.K's	VIVIAN GOOJER VIEWER'S FIRST	16	50	2	00	18	50

From the desk of ...
Wanda B. Bowman

Mileage

9/27	Bank State Farm Fred's	12 mi
10/1	Bank	5 "
10/2	"	5 "
10/8	"	5 "
10/9	"	5 "
10/9	Airport	80 "
10/10	Rec'	5 "
10/15	Bank (2)	10 "
10/16	OP/Olathe/OP	17 "
		144 mi

9504368170 4

Birdview

9504368170 5

Cakes & Gunsel Fish (Reduced)

08 31 85

1 @	0.50
1 @	0.50
	1.00 N
	0.08 T
	1.08 T
	5.00 CA
	3.92 CA

001 6463

Snack at airport

T *	1 00		3
T *	2 2 9		1 4
* *	0 2 3	TAX	*
* 8 2 9	3 4 3		9 5
	[illegible] 8 5		*

COLLEGE AMOCO FOOD/SHOP
8698 COLLEGE BLVD
OVERLAND PARK, KS 66210
STATION #02894004

CUSTOMER SALES RECEIPT
#1303
12:35 PM 10-10-85

HOSE #.....03
PRODUCT.....3
PER GALLON.....$1.329
GALLONS.....018.963
TOTAL SALE...$0025.20

THANK YOU
COME AGAIN

Bud's car

04859 23 2 3 00

DATE: 10/09/85
TIME: 10:16 PM
AMOUNT: $1.00

KANSAS CITY
INTERNATIONAL
AIRPORT PARKING 174

** THANK YOU **

GUEST RECEIPT

DOUBLETREE
10100 COLLEGE BLVD.
OVERLAND PARK, KANSAS

+ 2.00 Tip

Thank You

DATE	AMOUNT	CHECK NO.
10/10	16 50	

MARKETING DIVISION — BIRDVIEW SATELLITE COMMUNICATIONS, INC.

VENDOR # 409 WANDA B. HUMAN — CHECK DATE 10/03/85 NO. 06257

INVOICE	DATE		INV. AMOUNT	DISCOUNT	OTHER	NET
92685	9/26/85		93.60			93.60
TOTALS →			93.60	.00		93.60

COMMENT

Birdview EXPENSE REPORT

NAME Wanda B. Bowman WEEK ENDING 9/26, 19 85

Auto Mileage

CITIES	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
FROM	MISC.	MILEAGE	TO BANK,				
	CAR'S,	ETC.	43 MILES				

REASON FOR EXPENSE _____

TOTAL MILEAGE 43

X .20

8.60

Other Expense

9/23 9/26

	SUN.	MON.	TUES.	WED.	THURS.	FRI.	SAT.	TOTAL
ROOM								
BREAKFAST								
LUNCH								
DINNER								
PORTER/TIPS		6 00			3 00			9 00
ENTERTAINMENT		34 25			27 35			61 60
TELEPHONE								
CAR RENTAL/CAB								
OTHER/ITEMIZE								
Supplies 9/19		14 40						14 40
GASOLINE TOTAL								
TOTALS		54 65			30 35			93 60

APPROVED BY _____

TOTAL EXPENSE 93.60

LESS EXPENSE ALLOWANCE OR DIRECT BILLING _____

AMOUNT DUE ME/~~COMPANY~~ _____

SIGNATURE Wanda B. Bowman

WEEKLY GASOLINE REPORT

DATE	CITY	CREDIT CARD	MILEAGE	GALLONS	AMOUNT

ENTERTAINMENT EXPENSE

DATE	NAME OF ENTERTAINMENT ESTABLISHMENT	NAMES & CONNECTIONS OF BUSINESS GUESTS	COST	TIPS	TOTAL
9/23/85	VICTORIA STATION KANSAS CITY, MO.	ROGER MASON ED HACKEROTT WANDA BOWMAN	34 25	6 00	40 25
	(TO DISCUSS STAFF MTG. OF 9/23/85 & UPDATE ROGER, WHO DIDNT ATTEND MTG)				
9/26/85	J. T. PICKLEMAN'S O. P. KS	DISCUSSION OF OFFERING - LUNCH IN OFFICE	27 35	3 00	30 35

9504368170 8

From the desk of . . .
Wanda B. Bowman

Mileage

8/29 5.2 mi - Bank

9/4 90,421 } 4 CAR's
425 }

9/6 90,550.5 } 8.5 CAR's
559.0 } - Fred's store

.5mi Bank

9/10

9/12 857.1 5mi

9/18 2 trips @ 5 = 10 (bank) 1-Becky

9/20 5mi - bank

42.7 miles

9/26/85

Birdview

9504368817009

9504308170

Metro OFFICE SUPPLIERS
DIV. SLEAD BUSINESS EQUIPMENT

INVOICE NO. 87054

6614 Blue Ridge Blvd. TEL. 816-356-5651
KANSAS CITY, MO. 64133

SHIP TO

CITY & STATE

SALESMAN	DATE	P.O. NUMBER
	9/19/85	

QTY.		UNIT PRICE	AMOUNT
1	Mich Rental		1.49
1	Liquid Paper		1.39
1	Label for copies		1.49
1	Address forms		2.20
1	Address Book		8.20
1	Indexes		1.00
3	Sheet protectors	.42	1.26
			17.03
	less 20%		3.41
			13.62
	tax		.78
			14.40

A DELINQUENCY CHARGE OF 1½% PER MONTH will be charged on all amounts remaining unpaid 30 days after invoice date, if not prohibited by law, otherwise at the highest lawful contract rate.

AUTHORIZED OR RECEIVED BY X

DATE RECEIVED / /

_____ DISCOUNT WILL BE ALLOWED ON THIS INV. IF PAID BY _____

METRO OFFICE SUPPLIERS
DIVISION OF SLEAD BUSINESS EQUIPMENT

[redacted] 52 Amx

[redacted] 09/85 THRU 09/87 85 AX

WANDA B BOWMAN

Approval Code 12708

Check or Bill No.

Service Establishment

VICTORIA STA V82
KANSAS CITY,MO.3
3241014042 AX
445230002070

Date of Charge 092385

Any delayed charges are listed below.

Merchandise/Services 34.25

Type of Delayed Chg.

Taxes

Amt. of Delayed Chg.

Tips/Misc. 6.00

Revised Total

Establishment agrees to transmit to American Express Company (Amexco) or Authorized Representative for payment. Merchandise sold and/or service purchased on this card shall not be resold for refund or exchanged for cash refund.

Cardmember Signature

X Wanda B Bowman

Total 40.25

Amexco Use Only

Equivalent Amount

Invoice Number

249523

Please Print Firmly

Cardmember Copy

Record of Charges

AMERICAN EXPRESS

950431811

PICKLEMAN'S CAFE & CATERERS

ASAP

ORDER NO.

DATE

SOLD TO: BIRDIE W SAT
Executive Hills 8500 W. 110th OP 26 $20
451-2636
Becky

QTY.	DESCRIPTION	PRICE	AMOUNT
2	#5 1/2 S - WHITE		2 00
2	#7SC - ONION		2 00
	#5 BS - WHEAT		3 50
	~~CHIP~~ PICKLE		1 25
	#6SW - WHEAT		3 50
	POT		75
2	IN SPIRIT		1 50
2	MDC		1 50
	MILK		60
	MCOKS		75

Lunch 9/26/85 9/25/85

PLEASE PAY FROM THIS INVOICE 27.35

RECEIVED BY: BARNEY GOLDSMITH, CATHY SMYTHE, MIKE VAN DEELEN, BUD ROSS, ED HACKBARTH, W. BOWMAN

1022 MAIN
PHONE: 471-7161

WARD PARKWAY MALL
PHONE: 444-7621

SANTE FE & ANTIOCH
PHONE: 341-2866

9504360812

MARKETING DIVISION — BIRDVIEW SATELLITE COMMUNICATIONS, INC.

VENDOR 409 WANDA B BOWMAN — CHECK DATE 8/29/85 — NO. 05840

INVOICE	DATE		INV AMOUNT	DISCOUNT	OTHER	NET
82785	8/27/85		29.36			29.36
TOTALS →			29.36	.00		29.36

COMMENT:

I didn't have backup on their expense voucher.

TBL

6CCH#2423

RECEIVED
FEDERAL ELECTION COMMISSION

88 JUN 27 AM 9:32

STINSON, MAG & FIZZELL

920 MAIN STREET
P. O. BOX 19251
KANSAS CITY, MISSOURI 64141-2251
(816) 842-8600

THE MAST BUILDING
7500 WEST 110TH STREET
OVERLAND PARK, KANSAS 66210-2329
(913) 451-8600

4000 LINCOLN PLAZA
500 N. AKARD
DALLAS, TEXAS 75201-3320
(214) 740-4000
TELECOPIER: (214) 740-4010

TELEX: 424123
TELEX ANSWERBACK: STINSONMAGKSC
TELECOPIER: (816) 474-6882

June 23, 1988

RECEIVED
FEDERAL ELECTION COMMISSION
88 JUN 29 AM 11:36

Mr. Daniel J. Blessington
Federal Election Commission
Washington, D. C. 20463

Re: MUR 2582
Robert E. Owens
Betty Owens

Dear Dan:

This will confirm our telephone conversation of June 22, 1988 in which you advised me that your investigation in this matter had progressed to the point at which pre probable cause conciliation was appropriate. The Owens' have instructed me to advise you that they would like to resolve this matter by pre probable cause conciliation if an agreement can be reached. I understand that the staff will prepare a proposal for the Owens which must be first approved by the Commission. Please forward the proposal to me when it is ready.

I enclose a copy of a letter to the Court reporter, which sets forth two changes to their testimony.

Sincerely,

STINSON, MAG & FIZZELL

By
John C. Aisenbrey

JCA:hw
Enclosure

cc: Robert E. Owens
Betty Owens
Susan Beard

9504363714

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 29, 1988

Russell L. Brenner
Bankruptcy Clerk
250 Federal Building
444 S.E. Quincy Street
Topeka, KS 66683

MUR 2582

Re: Number 86-41150
Birdview Corporation, Chapter 11

Dear Mr. Brenner:

On behalf of the Federal Election Commission, I am requesting to be sent all future notices in the above referenced matter. The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission is requesting this information in connection with an investigation it is conducting.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

Additionally, please send us a copy of the debtor's proposed plan, a copy of the disclosure statement, copies of all schedules and statements of affairs, and a copy of the docket sheet in the Birdview bankruptcy action. I have been informed that as an agency of the federal government, there should be no charge to the Federal Election Commission for these documents.

All materials in this action should be sent to the attention of Daniel Blessington at the following address:

Office of General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

9504381715

If you have any questions, please contact Daniel Blessington, the attorney assigned to this matter, at (202) 376-5690 (FTS 376-5690). Thank you for your assistance.

Sincerely,

Lawrence M. Noble
General Counsel

9504368716

MUR#2582

RECEIVED
FEDERAL ELECTION COMMISSION

88 JUN 30 AM 8:38

Ms. Susan Beard
Office of General Counsel
Federal Election Commission
999 E St. N.W.
Washington, D.C. 20463

June 27, 1988

Re: MUR 2582

Dear Ms. Beard,

My wife and I wish to initiate a pre-probable cause request for your MUR #2582. Thank you.

Steven Small

Joy Small
109 N. Forest
Chanute, Kansas 66720

95043081717

RECEIVED
FEDERAL ELECTION COMMISSION

88 JUN 30 AM 10:30

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 1, 1988

Corporations Division
Secretary Of State
2nd Floor
State Capitol
Topeka, KS 66612-1594

RE: MUR 2582

Dear Sir:

On behalf of the Federal Election Commission, I am requesting to be sent copies of all annual reports filed by the Dole for Senate Committee, Inc. with your office. It is my understanding, that seven annual reports are currently on file, and that reports are available for $2.00 per report. Enclosed is a money order for $14.00.

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission is requesting this information in connection with an investigation it is conducting.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

All materials in this action should be sent to the attention of Susan Beard at the following address:

Office of General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-5690. Thank you for your assistance.

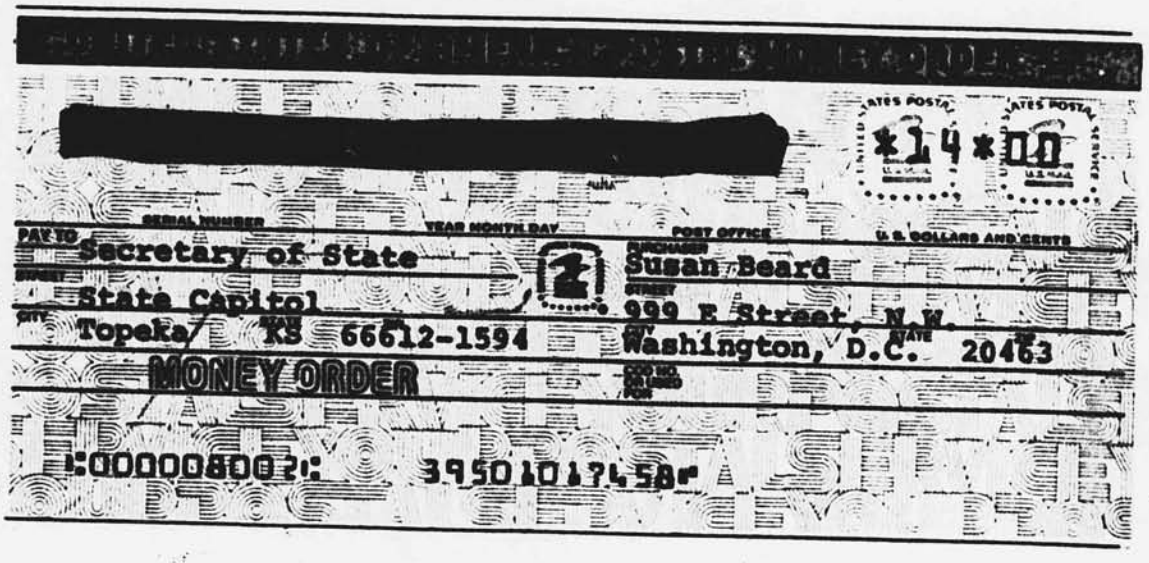
Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Money Order

9504368718

9504368117 19



RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
88 JUL 15 PM 3:47

GCC#9793

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 30, 1988

RECEIVED
JUL 5 - 1988
AT TOPEKA
RUSSELL L. BRENNER, Clerk
U.S. BANKRUPTCY COURT

Russell L. Brenner
Bankruptcy Clerk
250 Federal Building
444 S.E. Quincy Street
Topeka, KS 66683

MUR 2582

Re: Number 86-41150
Birdview Corporation, Chapter 11

Dear Mr. Brenner:

Done

On behalf of the Federal Election Commission, I am requesting to be sent all future notices in the above referenced matter. The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission is requesting this information in connection with an investigation it is conducting.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

Additionally, please send us a copy of the debtor's proposed plan, a copy of the disclosure statement, copies of all schedules and statements of affairs, and a copy of the docket sheet in the Birdview bankruptcy action. I have been informed that as an agency of the federal government, there should be no charge to the Federal Election Commission for these documents.

All materials in this action should be sent to the attention of Daniel Blessington at the following address:

Office of General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

9504368172O

N/C
Done 7/5
Enclosed

TRUSTEE:

F. Stannard Lentz
5818 Reeds Road
P.O. Box 1704
Mission, KS 66222

9504368172 1

DIST. NO.	OFF. NO.	YR.	DOC. NUM.	DATE PETITION FILED	CHAPTER	CHECK IF APPLICABLE
1083	05	86-41750		MO. 08 DY 18 YR. 86	R 0	Joint Petition
						Pro Se Petition

NAME OF DEBTOR
BIRDVIEW SATELLITE COMMUNICATIONS INC.
LAST FIRST MIDDLE
A Delaware Corporation

I.D. #48-0919177

ADDRESS OF DEBTOR (Number and Street)
908 W. Chestnut, P.O. Box 906
~~315 N. Lindenwood~~

CITY: Chanute ~~Olathe~~
COUNTY: Johnson
CODE: 20091
STATE: Ks
ZIP: 66720 ~~66062~~

CHECK PROPER BOXES	
X	Voluntary
	Involuntary
X	Business
	Non-Business

COMMENCED UNDER	
	Chap. 7
	Chap. 7 - Stockbroker
	Chap. 7 - Commodity Broker
	Chap. 9
X	Chap. 11
	Chap. 11 - Railroad
	Chap. 13
	Sec. 304

OBLIGATIONS OF DEBTOR AS SCHEDULED
PRIORITY $ .00
SECURED $ .00
UNSECURED $ .00
TOTAL ASSETS OF DEBTOR AS SCHEDULED: $ .00
NO. OF CREDITORS SCHEDULED:

NAME OF JUDGE: James A. Pusateri
JUDGE CODE: A233

FILING FEES PAID IN FULL AT THE TIME OF FILING: X
FEES TO BE PAID IN INSTALLMENTS:

ATTORNEY FOR DEBTOR ▶	Karen D. Wedel One Glenwood Place, Ste 100 Overland Park, KS 66212 (913) 649-4900	TRUSTEE ▶	See separate matrix for requests for notice + creditors committee +
ATTORNEY FOR PETITIONING CREDITORS ▶	Arthur B. Federman, Gary Barnes P.O. Box 26010 Kansas City, MO 64196 (816) 474-6420 Mark Wingley	ATTORNEY FOR TRUSTEE ▶	equity security holders committee
EXAMINER ▶	Cecilia A. Howatt Securities & Exchange Commission 219 S. Dearborn, Rm. 1204 Chicago, Illinois 60604	and ▶	COPIES OF ALL PLEADINGS TO: Michael A. Berman Office of General Counsel Securities & Exchange Commission 450 5th Street, N.W. Washington, D.C. 20549

DATE	DOCUMENT NUMBER	BANKRUPTCY CASE
1986		
Aug. 18	1	Voluntary petition under Chapter 11, list of creditors holding 20 largest unsecured claims and corporate resolution
Aug. 18	2	Application of debtors to employ Linde, Thomson et al as counsel
Aug. 18	3	Motion of debtor for temporary authorization to borrow from Security Pacific Business Credit Inc and grant creditor adequate protection (Karen Wedel and Gary Barnes, Atty)
Aug. 18	4	Order setting hearing on pl #3 (8/20/86, 10:00 a.m.
Aug. 20	5	Affidavit of attorney in re telephonic notice on pl ##
Aug. 20	6	CRM - Pl #3 - Court will approve the lending arrangement on a temporary basis until a hearing can be held. - Agreed order presented to the Court
Aug. 20	7	Order (1) authorizing borrowing from Security Pacific Business Credit Inc and (2) granting adequate protection to Security Pacific Business Credit Inc. with notice of hearing (9/3/86, 3:00 p.m.)
Aug. 25	8	Motion of debtor for enlargement of time to 10/17/86 to comply with order requiring debtor to accept real estate leases
Aug. 25	9	Motion of debtor for enlargement of time to 9/5/86 to comply with order requiring debtor to accept equipment leases
Aug. 27	10	Order to debtor in possession respecting report and payment of federal taxes

(over)

9506436817722

DATE	DOCUMENT NUMBER	BANKRUPTCY CASE RECORD (cont.)
Aug. 27	11	Order for meeting of creditors; fixing time for filing objections to discharge; filing complaints to determine dischargeability of certain debts; combined with notice thereof and of automatic stay (9/17/86, 1:30 p.m.) 407
Aug. 28	12	Entry of appearance of Mark W. McKinzie, 10111 Santa Fe Drive, P.O. 12290, Overland Park, KS 66212 on behalf of Helmsley-Spear National Realty Corporation
Aug. 28	13	Motion of Regal Plastic Company to be a member of the unsecured creditor's committee (Joel Pelofsky, Atty)
Aug. 28	14	Entry of appearance and request for notice from Joel Pelofsky, 120 West 12th Street, Kansas City, MO 64105 on behalf of Regal Plastics Company
Aug. 29	15	Objection of Bank IV Olathe, N.A. to motion to incur secured credit and to grant adequate protection (James R. Hubbard, Atty)
Aug. 29	16	Motion of Bank IV Olathe, N.A. for order shortening time for assuming or rejecting unexpired lease and/or alternatively for relief from stay (James R. Hubbard, Atty)
Aug. 29	17	Request for notice from Michael R. Roser , 1006 Grand Avenue, Ste 600 Kansas City, MO 64106 on behalf of Clayton Metals, Schweber Electronics and Kansas City Steel Company
Aug. 29	18	Application of Clayton Metals and Schweber Electronics to extend time for filing objections to order entered August 20, 1986 (Michael Roser, Atty)
Aug. 29	19	Motion of debtor for enlargement of time to file schedules and statement of affairs
Sept. 2	20	Request for notices from Terrence P. Maher, 8712 West Dodge Road, Suite 300, Omaha, NE 68114-3419 on behalf of Pamida Inc.
Sept. 2	21	Objections of Reynolds Metals Company to motion to incur secured credit and to grant adequate protection (Karen Sowinski, Atty)
Sept. 2	22	Objections of S.P.C. Electronics Corporation to continued borrowings by the debtor from Security Pacific Business Corporation (Justice B. King, Atty)
Sept. 2	23	Request for notice from Michael R. Rose on behalf of Clayton Metals, Schweber Electronics and Kansas City Steel Company
Sept. 2	24	Motion of Clayton Metals and Schweber Electronics to continue hearing presently scheduled for 9/3/86 (Michael R. Roser, Atty)
Sept. 2	25	Request for notice from Irvin V. Belzer, 922 Walnut Street, Kansas City, MO 64106 and Thomas M. Mullinix, 1314 North 38th, Kansas City, KS 66102 on behalf of Mercantile Bank & Trust Company
Sept. 2	26	Request for notice from Michael H. Berman, 4121 West 83rd, Ste 265, P.O. Box 8010, Prairie Village, KS 66208 on behalf of Morton-Thiokol, Inc., Ace Duran Hauling & Rigging, NVF Company and AMP Products Corporation
Sept. 2	27	Request for notice from Irvin V. Belzer and Thomas M. Mullinix on behalf of College Boulevard National Bank
Sept. 2	28	Motion of debtor for authorization to compensate officers (Karen D. Wedel and Gary Barnes, Attys)
Sept. 3	29	CRM - Motion to borrow - Court approved the continuing order with modifications. Court required that modifications & a separate signature page be sent to the creditors who have objected orally or in writing. Order will be submitted to the Court within 10 days & entered on 9/22 unless Court receives objection
Sept. 3	30	Request for notice by Karen C. Sowinski, P.O. Box 25217, Overland Park, KS 66225-5217 and William R. Schlecht, 1700 Bryant Bldg., 1102 Grand Ave., Kansas City, Mo 64106-2370 on behalf of Reynolds Metal Company
Sept. 4	31	Request for notice and entry of appearance of Jan Hamilton on behalf of National Investors Life Insurance Company

DATE		BANKRUPTCY CASE RECORD
32	9/5	Motion of debtor for enlargement of time to assume equipment leases serve notice of rejection of leases and response to this Court's order of 8/20/86
33	9/8	Motion of Bank IV Olathe, N.A. for order shortenting time for assuming or rejecting unexpired lease and/or alternatively for relief from stay (James Hubbard & D. Kaye Summers, Atty)
34	9/8	Initial financial report and affidavit - separate file
35	9/8	Notice of entry of appearance of Benjamin P. Abney & Hal F. Morris, 502 West Sixth Street, Tulsa, Okla 74119
36	9/8	Application of Hall F. Morris for admission to appear pro hoc vice -
37	9/10	Notice of appointment of creditors' committee: Paterson Gear Motor c/o Robert Sutton, P.O. Box 4025, Patterson, JN 07509; Reynolds Metal c/o Karen C. Sowinski, 1221 Abrams Road, Richardson, TX 75083; Beldon Corp c/o Jim Wager, 220 W.S. 27th South, Richmond, IN 47374; SPC c/o Justice B. King, 400 First Nat'l Bank Tower, Topeka, KS 66603-3463
38	9/15	Entry of appearance nd request for notice of Moritt & Wolfeld, 600 Ol d Country Road, Garden City, NY 11530 on behalf of Equitable RElocation Management Corp
39	9/15	Request for notices from D. Kaye Summers, 1006 Grand, Ste 1500, Kansas City, MO 64106
40	9/16	Order enlarging time to 9/5 for debtor to accept or reject equipment leases and com
41	9/16	Order enlarging time to 10/17/86 for debtor to accept or reject real estate leases and com
42	9/16	NOTICE OF HEARING On pl #16 & 33 (9/26/86, 2:30 p.m.)
43	9/16	NOTICE TO CREDITORS on pl #28 (time to obj. 10/6/86) 420
44	9/16	Schedule A - statement of all debts of debtors
45	9/16	Statement of financial affairs for debtor engaged in business
46	9/17	Request for notices from James R. Hubbard
47	9/17	Motion of debtor to enter into lease and for an order fixing the date for vacation of certain property
48	9/17	Order that the debtor notify creditors of its intent to enter into lease with 10 days from the date of this Order to object to such lease
49	9/17	Application of Boulevard State Bank for adequate protection (David A. Morris, Atty)
50	9/18	Request for notice from Jack N. Bohm, 4601 College Blvd, Ste 200, Shawnee Mission, KS 66211 on behalf of Genstar Rental Electronics
51	9/18	Joint stipulation between debtor and Bank IV Olathe regarding portion of motion for order shortening time for assuming or rejecting unexpired lease and/or alternatively for relief from stay (Kaye Summers, Atty)
52	9/19	Objection of S.P.C. Electronics Corporation to revised "Order (1) authorizing borrowing from Security Pacific Business Credit, Inc. and (2) granting adequate protection to Security Pacific Business Credit Inc and "Post-Petitio Loan and Security Agreement" filed by Security Pacific Business Credit Inc (Justice B. King, Atty)
53	9/19	Debtor's response in opposition to motion of Bank IV Olathe for order shortening time for assuming or rejecting unexpired lease and/or alternatively for relief from stay
54	9/19	Amended application of debtor to employ attorneys
55	9/19	Objection of GT Sales & Manufacturing Inc. to motion to compensate officers (Letter from Mark A. Freeman, Controller)
56	9/22	Objection of Kansas City Steel Supply Inc. to compensation of officers (Letter from James R. Ruhlman, President)
57	9/22	List of security holders
58	9/22	List of stockholders - separate file

9504368172 4

FPI-BAR—15-10-86—1000—6819

DOCKET NUMBER

DATE		BANKRUPTCY CASE RECORD
59	9/22	Notice of rejection of equipment lease with Equilease Corp filed by debtor
60	9/22	Notice by debtor of rejection of equipment lease with Pitney Bowes
61	9/22	Notice by debtor of rejection of equipment lease with CIT Services
62	9/22	Notice by debtor of rejection of equipment leases with Oak Park National Bank
63	9/22	Notice by debtor of rejection of equipment leases with International Funding
64	9/22	Notice by debtor of rejection of equipment lease with John Schultz
65	9/22	Notice by debtor of rejection of equipment lease with Doss &Price
66	9/22	Notice by debtor of rejection of equipment lease with William R. Payne Co.
67	9/22	Notice by debtor of rejection of equipment lease with First Midwest Bank
68	9/22	Notice by debtor of rejection of equipment lease with Heller Financial
69	9/22	Notice by debtor of rejection of equipment lease with Industry Financial
70	9/22	Notice by debtor of rejection of equipment lease with Boulevard State Bank
71	9/22	Notice by debtor of rejection of equipment lease with Midland State Bank
72	9/22	Notice by debtor of rejection of equipment lease with Centerre Bank
73	9/22	Notice by debtor of rejection of equipment lease with City of Olathe
74	9/22	Notice by debtor of rejection of equipment lease with Burndy Corp
75	9/22	Notice by debtor of rejection of equipment lease with City of Spring Hill
76	9/22	Notice by debtor or rejection of equipment lease with Commercial National Bank, Tulsa
77	9/22	Notice by debtor of rejection of equipment lease with Circle Business
78	9/22	Notice by debtor of rejection of equipment lease with Midcon Lift LInes
79	9/22	Notice by debtor of rejection of equipment lease with General Equipment Leasing
80	9/22	Notice by debtor of rejection of equipment lease with American Fletcher
81	9/22	Notice by debtor of rejection of equipment lease with Prior Leasing
82	9/22	Notice by debtor of rejection of equipment leases with Jim T. Nixon
83	9/22	Notice by debtor of rejection of equipment leases with Ford Motor Co.
84	9/22	Notice by debtor of rejection of equipment lease with H & H Equipment Leasing
85	9/22	Notice by debtor of rejection of equipment lease with Skokie Federal
86	9/22	Notice by debtor of rejection of equipment leases with GMAC
87	9/22	Notice by debtor of rejection of equipment lease with Helmsley-Spear
88	9/22	Notice by debtor of rejection of equipment lease with Hewlett-Packard
89	9/22	Notice by debtor of rejection of equipment lease with IBM
90	9/22	Notice by debtor of rejection of equipment lease with Superior National Bank
91	9/22	Notice by debtor of rejection of equipment lease with Boatmen's Bank
92	9/22	Notice by debtor of rejection of equipment lease with Hall's Refrigeration
93	9/22	Notice by debtor of rejection of equipment lease with Clark Equipment Credit
94	9/24	Form 10-K, Securities & Exchange Commission
95	9/24	NOTICE OF HEARING On pl #49, 52, 55 & 56 (10/31/86, 1:30 p.m.) 26
96	9/26	CRM - Motion of Bank IV Olathe for order shortening time for assuming or rejecting unexpired lease and/or alternatively for relief & Motion of Bank IV Olathe for order shortening time for assuming or rejecting unexpired lease and/or for relief - No appearances. No hearing held. Joint stipulation & order granting partial relief were submitted 9/18/86. Order was signed.
97	9/26	Entry of appearance by Truman K. Eldridge, Jr. on behalf of Fletcher Leasing Corp. & request for notice
98	9/26	Objection of Southern Missouri Containers, Inc. to debtors motion to compensate officers (Kevin R. Ausburn, Controller)
99	9/26	Objection of Magnesium Aluminum Corp. to debtors motion to compensate officers (Arnold Chmelik)
100	9/26	Motion of U.S. Trustee for order directing appointment of an equity security holders' committee without further notice & hearing (Kurt Stohlgren, Atty.)
101	9/29	Entry of appearance & request for notice by Jeffrey L. Raney on behalf of SPC Electronics
102	9/29	Motion of debtor for approval to employ Steve Phillips d/b/a SPG Design
103	9/29	Joint stipulation regarding remainder of motion for order shortening

9504368172 5

BC 100E

UNITED STATES BANKRUPTCY COURT

BANKRUPTCY CASE DOCKET – CONTINUATION

DATE		BANKRUPTCY CASE RECORD
1986		
9/30	104	Order granting partial relief on motion for order shortening time for assuming or rejecting unexpired lease and/or for relief from stay of Bank IV Olathe & the joint stipulation regarding protion of motion for order shortening time for assuming or rejecting unexpired lease and/or for relief of bond trustee & debtor. Debtor to turn over to bond trustee immediately all machinery & equipment referred to in bond trustee's motion & shall allow bond trustee to store machinery & equipment on premises separately from debtor's other machinery & equipment & under lock if feasible and allow inspection of same. Cert. of Mlg.
9/29	103a	Application of debtors to employ Touche Ross & Co to perform accounting and auditing
9/30 -	105	Motion of College Blvd. Nat'l Bank for relief from stay (Irvin Belzer & Thomas Mullinix, Attys.)
9/30	106	Stipulation for relief from stay by debtors & College Blvd. Nat'l Bank (Belzer, Mullinix, Barnes, Federman, Attys.)
9/30	107	Application of College Blvd. Nat'l Bank for order restricuting notice & time for obj. on motion fo College Blvd. Nat'l Bank for relief from stay
9/30	108	Order restricting notice & providing for limited time in which to object to granting of College Blvd. Nat'l Bank's motion for relief (time to obj. 10/20/86)
9/30	109	Notice of appt. of new members of creditors' committee: H.F. Hank Pacocha, Jerry Hathaway, Frank Jenkins
9/30	110	Minutes of 341 Meeting held 9/17/86 - contd to indefinite date
10/2	111	Motion of debtor for authority to sell misd. equipment with proceeds of sale to be paid to Security Pacific Credit Corp. (Federman, Wedel, Attys.)
10/2	112	NOTICE TO PARTIES IN INTEREST in re pl. #111 by Marc A. Salle (time to obj. 10/9/86)
10/2	113	Entry of appearance & request for notice by David S. Brake on behalf of City of Chanute
10/6	114	Order authorizing appt. of equity security holders committee w/o furhter notice & hearing. Cert. of Mlg.
10/6	115	ORder granting remainder of motion for order shortening time for assuming or rejecting unexpired lease and/or, alternatively, for relief from stay. Bond Trustee granted relief to pursue all rights & remedies pursuant to Trust Indenture & Bond Lease referred to in joint stipulation; debtor to vacate real property on or before 10/22/86; lease shall be rejected as of 10/17/86 & debtor shall have no right to seek extension; debtor shall maintain insurance as required under Bond Lease until 10/22/86. Cert. of Mlg.
10/2	113a	Entry of appearance & request for notice by Milo M. Unruh, Jr. on behalf of Geo. C. Christopher & Son, Inc.
10/2	113b	Motion of Industry Financial Corp. to compel assumtion or rejection of unexpired lease, or alternatively, to modify stay order to permit petitioner to enforce its rights in the collateral, or, alternatively, to require debtor-in-possession to provide adequate protection (Paul Gurney & Jeffrey S. Bay, Attys.)
10/3	113c	Entry of appearance & request for notice by Paul Gurney & Jeffrey S. Bay on bhelaf of Industry Financial Corp.
10/3	113d	Obj. of Regal Plastics to motion to compensate officers (Joel Pelofsky, Atty.
10/6	116	Obj. of Ravenswood Electronice to motion for authorization to compensate officers (Patricia L. Lear-Johnson, Atty.)
10/6	117	Objection of Aries Electronics, Inc. to motion to compensate officers (William Y. Sinclair, President)
10/6	118	Objection of Douglas Bank to motion for authority to compensate officers (Hosea Ellis Sowell, Atty.)

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DOCKET NUMBER

DATE		BANKRUPTCY CASE RECORD
10/6	119	Notice by Irvin V. Belzer with opportunity for hearing on motion of College Blvd. Nat'l Bank for relief from stay (time to obj. 10/20/86) Note - notice to parties in interest only: debtor, debtor's attys, security Pacific, creditors' committee & U.S. Trustee
10/6	120	Motion of Unsecured Creditors Committee for extension of time w/i which to object to debtor's motion for authorization to compensate officers (Patricia Reeder, Atty.)
10/6	121	Entry of appearance & request for notice by Patricia L. Lear-Johnson on behalf of Ravenswood Electronics Corp.
10/6	122	Disclosure of compensation paid or promised to attorneys, accountants & consulting engineers
10/7	123	Motion of General Motors Acceptance Corp. for adequate protection or in the alternative for relief from stay (Jan W. Leuenberger, Atty.)
10/8	124	NOTICE OF HEARING on pls. 98, 99, 113d, 116, 117, 118 - objs. to compensation and on pls. 113b & 123 - stay reliefs (10/31/86, 1:30 p.m.)
10/8	125	Notice of appearance & request for notice by L. Michael Schwartz on behalf of Barth Industries
10/8	126	Amended request for notice by Donna C. Dabney on behalf of Reynolds Metal
10/9	127	Letter from GT Sales, Inc. withdrawing obj. to compensation
10/15	128	Motion of National Investors Pension Ins. Co. for relief from stay (Jan Hamilton)
10/15	129	Motion of debtor for enlargement of time to assume or reject equipment leases and leases of non-residential real property
10/17	130	Withdrawal of debtor's motion to compensate officers
10/17	131	Notice of intent to reject equipment & real estate leases by debtor
10/17	132	Notice of rejection of executory contract by debtor with Equitable Relocation Management Corp.
10/20	133	Application of Linde, Thomson, Fairchild et al for attorneys' fees in the amt. of $13,767.88 - copy to notice per phone call to Gary Barnes secretary 10-22
10/20	134	MOtion of SPC Electronics Corp. for extension of time to object to pre-petition lien of Security Pacific Business Credit, upon property of debtor (J.B. King, Atty.)
10/20	135	Objection of Beldon Electronic Wire & Cable to motion of College Blvd. Nat'l Bank for relief from stay (J.B. King, Atty.)
10/22	136	Order on amended application to employ attorney. COM
10/22	137	Order authorizing employment of Steven Phillips to perform engineering services. COM
10/22	138	Order enlarging time to accept or reject leases with Security Pacific Business Credit Corp.
10/22	139	NOTICE OF HEARING On pl. #128 (11/5/86, 9:00 a.m.)
10/23	140	Notice by debtor of acceptance of executory contract with Dun & Bradstreet
10/23	141	Notice by debtor of rejection of executory contract with Bankers Leasing Assn.
10/23	142	Notice by debtor of rejection of executory contract with ITT Commercial Finance
10/23	143	Notice by debtor of rejectionof executory contract with Borg Warner Acceptance Corp.
10/23	144	Notice by debtor of rejection of executory contract with general Electric Credit Corp
10/23	145	Notice by debtor of rejection of executory contract with U.S. Postal Service - see complete pleading in separate file
10/29	146	Motion of SPC Electronics for continuance of hrg. scheduled for 11/5/86 (J.B. King)
10/31	147	CRN - Obj. of SPC Electronics to revised order authorizing borrowing from Security Pacific Business credit - parties agreed to continue to 9:00 a.m. on 11/5. Motion of GMAC for adequate protection or relief - per Mr. Leuenberger - debtor has agreed to surrender various vehicles. Motion should be sustained as per J.E. Matters that are resolved per Mr. Barnes - J.E. to come: App. of Boulevard State Bank for adequate protection & objections to compensation of officers, motion of Industry Financial Corp. to compel assumption of rejection of lease.
11/3	148	Financial information for September, 1986 - separate file
11/5	149	CRM - Motion of Nat'l Investors Pension Ins. for relief - parties have reached agreement. Agreed order will be submitted. Motion of College Blvd. Nat'l Bank

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BANKRUPTCY CASE DOCKET — CONTINUATION

DATE		BANKRUPTCY CASE RECORD
cont'd		for relief from stay & obj. of Beldon Electronic Wire & Calbe thereto - College Blvd. Nat'l Bank will amend motion. Cont'd 30 days at request of Beldon Electronics. Obj. of SPC Electronics to revised order authorizing borrowing from Security Pacific - objs. have been resolved. J.E. to be submitted.
11/5	150	Order of Continuance - Motion of College Blvd. Nat'l Bank for relief & obj. of Beldon Electronic Wire & Cable thereto - (12/10/86, 9:00 a.m.
11/10	151	Objection of Unsecured Creditors to pre-petition security interest claimed by Security Pacific Business Credit Inc. (J. B. King, Atty)
11/13	152	Objection of U.S. Trustee to motion of Regal Plastic Company to be a member of the unsecured creditors' committee (Kurt Stohlgren, Atty)
11/13	153	First Amended motion of College Boulevard National Bank for relief from stay and related relief (Irvin Belzer and Thomas M. Mullinix, Atty)
11/18	154	Order granting relief from stay and abandonment of 6 1985 Chevrolet Vans to GMAC and cert. of mailing
11/18	155	NOTICE OF HEARING On pl #151 (12/19/86, 10:00 a.m.) 41
11/17	153a	Objection of Financial Associates, Inc. to the acceptance by debtor in posses of equipment lease and for authority to obtain possession of equipment (Larry Luttjohann, Atty)
11/19	156	Entry of appearance & Request for notice from C. E. Weedman, Jr., on behalf of General Electric Credit Corp
11/21	157	NOTICE OF HEARING ON PL #153 a (12/19/86, 10:00 a.m.)
11/28	158	Financial information for October, 1986 - separate file
12/1	159	Order on motion of Regal Plastic Co. to be included on creditor committee - moot (JUDGE PUSATERI)
12/4	160	Request of Mary Cofran for notice of behalf of FDIC
12/5	161	Order on adequate protection in favor of Nat'l Investors Life Ins. Co. - adequate protection in form of contract rate of interest from & after 10/15/8 shall be paid to movant on or before 11/19/86 & interest pmts. at contract rate on 18th of each month thereafter until further Court order. Parties agree interest subject to modification by Court or re-negotiation. Order is w/o prejudice as to movant's claim for past-due interest from approx. Feb. of 1986 to 10/15/86. If any pmt. not made, relief from stay is granted w/o further Court order w/o prejudice to any counterclaims, cross-claims or affirmative defenses. Order is w/o prejudict as to movant with regard to value of real estate & movant does not concede it is an oversecured creditor but is willing to operate on that basis at this time. Debtor agrees to maintain insurance & provide proof of same. Movant allowed right to periodically inspect property upon notice. Cert. of Mlg.
12/5	162	Order authorizing the employment of Touche, Ross & Co as accountant & auditing services. Cert. of Mlg.
12/5	163	Application of Unsecured Creditors' Committee for order authorizing employment of J. B. King as counsel
12/5	164	Motion of debtors for the approval of the issuance of authorized but unissue common stock to certain dealers who commit to purchase a minimum quantity of inventory from the debtor
12/5	165	Motion of debtor to shorten time to 10 days to file objections to applicatio for attorneys' fees for services rendered
12/5	166	Response of debtor to first amended motion of College Boulevard Nat'l Bank for relief from stay
12/10	167	CRM - Motion of College Blvd Nat'l Bank for relief - parties have reached an agreement. Bank will submit order
12/11	168	Motion of Industry Financial Corporation to allow its claim of $9,950.57 plus $1,826.99 on the 15th of each month until debtor rejects lease supplem as an administrative and priority claim (Robert M. Beachy, Jeffrey S. Bay and Paul Gurney, attys)

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DATE		BANKRUPTCY CASE RECORD
12/11	169	Order granting College Boulevard Bank relief from stay - Bank to be paid the principal amt of $97,500 interest from date of payment of $2,341.38 thru 12/10 and atty's fees in amt of $2,000; the issue as to disposition of the balance of $300,000 certificate of deposit after payments to College Blvd Bank will be taken up at the hearing on 12/19/86 at 10:00 a.m. and Bank shall hold said balance until Court enters an order as to its disposition and cert. of mailing
12/16	170	NOTICE TO CREDITORS on pl #168 (time to obj. 1/5/86)
12/19	171	CRM - Obj. of cred. comm. to pre-petition security interes - con't; disposition of balance of $300,000 CD after payments to College Blvd Bank - con't; obj to acceptance by debtor of equipment lease - matter resolved; JE to be submitted
12/19	172	Order of continuance - see pl #171 - 2/6/87, 10:00 a.m.
12/22	173	Letter from Magnesium Aluminum Corporation objecting to pl #168 (Arnold Chmelik)
12/23	174	Motion of Financial Associates Inc for administrative expense in the amt of $39,090.10 for the pro rata share of August, all of September, October, November and pro rata share of December rental payments and $8,677.34 for the late charges (Larry L. Luttjohann, Atty)
12/29	175	Financial information for November, 1986 - separate file
12/30	176	Objection of debtor to motion of Industrial Financial Corporation for administrative claim (Mark Stingley, Atty)
12/30	177	Order prescribing notice and opportunity for a hearing regarding motion for authorization to sell satellite systems and issue authorized but unissued common stock and cert. of mailing
12/30	178	Order on notice for attorney fees - 10 days to obj., if obj. hrg w/b 2/6/87, 10:00 a.m.
12/30	179	Notice and opportunity for hearing regarding sale of satellit systems and issuance of authorized but unissued common stock (time to obj. 20 days; if obj. hrg w/b 3/2/87, 10:00 a.m.)
12/30	180	Notice to U.S. Trustee, creditors committee and all attorneys in re notice on attorney's fees (10 days to obj. if obj. hrg w/b 2/6/87, 10:00 a.m.)
12/30	181	NOTICE TO PARTIES IN INTEREST IN RE Pl #174 (time to obj. 1/20/.87)
12/31	182	MOtion of debtor to retain Schultz Real Estate Agency to sell real estate in Chanute, KS (Mark Stingley & Karen Wedel, Attys.)
1987		
1/5	183	Application of Textron Financial Corp. for enlargement of time w/i which to respond to motion of Industry FInancial Corporation for administrative expense (W. Anthony Feiock & Mark W. McGrory, Attys.)
1/5	184	Obj. of Unsecured Creditors Committee to motion of Industry Financial Corp to allow claim (J.B. King, Atty.)
1/6	185	Order allowing Textron FInancial Corp. until 1/15/87 to respond to motion of Industry Financial Corp to allow administrative expense. Cert. of MLg.
1/7	186	Application of U.S. Trustee for order setting time w/i which to file financial info.
1/7	187	Motion for ex-parte order setting time & place for a meeting of common stock holders & directing debtor to give notice to such stock holders (2/5/87, 10:00 a.m.)
1/9	188	Order setting 1/26/87 as time w/i which to file financial info. Cert. of Mlg.
1/9	189	Order ex-parte directing meeting of common stockholders on 2/5/87 at 10:00 a.m. in Room 303 at the U.S. Post Office, Topeka, KS & ordering debtor to give notice of same. Cert. of Mlg.
1/13	190	Withdrawal of request for notice from Karen C. Sowinski and William R. Schlecht on behalf of Reynolds Metals Company
1/16	191	Objection of debtor to motion of Financial Associates, Inc. for administrative expenses (Mark Stingley, Atty.)
1/21	192	NOTICE OF HEARING on pls. 173, 176, 184, 191 (2/6/87, 10:00 a.m.)

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DATE		BANKRUPTCY CASE RECORD
1/27	193	Cert. of Mlg. by debtors atty in re notice, order & app. for atty. fees
1/23	194	Objection of Unsecured Creditors Committee to application for attorneys' fees for services rendered filed by Linde Thomason et al (J. B. King, Atty)
1/23	195	Compliance with order directing submission of financial information
1/23	196	Motion of debtor to sell free and clear of liens certain property and equip to Washburn T.V. Inc. (Mark Stingley, Atty)
1/23	197	Motion of debtor to prescribe notice to be sent concerning motion to approve debtor entering into exclusive service agency agreement and to sell certain property and equipment for the sum of $75,000 free and clear of liens with liens attaching to the proceeds (Mark Stingley, Atty)
1/23	198	Motion of debtor to permit debtor to enter into exclusive service agency agreement and to sell property and equipment free and clear of liens with liens attaching to the proceeds (Mark Stingley, Atty)
1/23	199	Notice to creditors in re pl #196, 197, 198 (hrg date 3/2/87, 9:00 a.m.) to be sent out by atty.
1/28	200	Order giving creditors 20 days to obj. to pl #196, 197 & 198 with hrg date of 3/2/87, 9:00 a.m.)
1/28	201	Financial information for December, 1986 - separate file
1/30	202	Cert. of mlg. by American Transfer of ntocie of equity security holders, motion for approval of issuance of authorized but unissued common stock to certain dealers, motion for order prescribing notice & opportunity for hearing regarding sale of satellite systems , notice & opportunity for hearing regarding sale of satellite systems & issuance of authorized bu unissued common stock & order prescribing notice & opportunity for hearing regarding motion for authorization to sell satellite systems & issued authorized bu unissued common stock to all equity security holders of record
1/30	203	Notice of 341 Meeting cont'd from 9/17/86 to 2/18/87 at 1:00 at Post OFfice
2/3	204	Response of Security Pacific Business Credit Inc. to motion Of Linde, Thomson, et all for atty. fees & notice of filing same (Sheldon Solow & Robert Baer, Attys.)
2/5	205	Report to court of receiving objection of issuance of Birdview stock from Bob Sommerville (Mark Stingley, Atty)
2/6	206	CRM - Objection to prepetition secured interest - parties have reached agreement & will submit agreed JE; Disposition of the balance of $300,000 CD - Money is to be transferred to accounts that are $100,000 or less. Up to $100,00 will remain at College Blvd & the rest transferred to other banks. In re: notice to equity security holders - Court will allow the 100 largest stockholders, excluding insiders, to be noticed. Mr. Stingley will submit motion & order to the Court. Notice will have to be sent to all interested parties. Attorney fees - matter resolved - proposed order submitted to the court; Motions to allow claim of Industry Financial and Financial Associates - con't
2/6	207	Order of continuance - Motion of Industry Financial Corporation to allow claim and objections - 3/4/87, 3:00 p.m. - 1 hr
2/6	208	Order of continuance - Motion of Financial Associates for allowance of claim 3/31/87, 1:30 p.m. - 1 hr
2/9	209	Stipulation of Mercantile Bank of Kansas City and Debtor for assumption of five and rejection of one unexpired equipment leases under which debtor is lessee (Mark Stingley, Karen D. Wedel, Irvin Belzer & Thomas Mullinix, Atty
2/10	210	Notice of 341 meeting - 2/18/87, 2:30 p.m.
2/12	211	Order allowing attorney fees and expenses in the sum of $7,126.50 and cert. of mailing (JUDGE PUSATERI)
2/17	212	Motion of Mercantile Bank of Kansas City for adequate protection and to require debtor to assume or rejectunexpired leases within a specific period of time or, in the alternative for relief from stay (Louis Huber & Tom Mullinix, Attys)

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DOCKET NUMBER

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DATE		BANKRUPTCY CASE RECORD
2/18	213	NOTICE OF HEARING on pl #212 (3/9/87, 9:00 a.m.)
2/18	214	Objection of Unsecured Creditors' Committee to exclusive service agency agreeme proposed between debtor and Washburn TV Inc (J. B. King, Atty)
2/13	211a	Certificate of mailing by attorney in re motion of debtor to enter into exclusive service agreement and to sellproperty (Mark Stingley, Atty)
2/13	211b	Joint stipulation between debtors and Commercial National Bank of Tulsa to lift automatic stay (Mark Stingley and Dale Bennett, Attys)
2/13	211c	Motion of debtor to approve joint stipulation to lift automatic stay
2/18	215	Application of debtor to retain MTS International Inc to undertake collection of accounts receivables (Mark Stingley, Atty)
2/18	216	Application of debtor to shorten and limit the notice to be given to retain MTS International Inc and to pay them compensation (Mark Stingley, Atty)
2/19	217	Motion of Linde, Thomson, et al for reconsideration of order entered 2/12/87 disallowing $816.88 in expenses incured by attorneys for debtor
2/19	218	Suggestions in support of motion for reconsideration
2/19	219	Order authorizing the debtor for additional borrowing from Security Pacific Business Credit Inc and granting adequate protection to creditor and cert. of mailing
2/19	220	Order approving assumption of leases numbered 101, 103, 104, 105 and 106 and rejecting lease no. 102 and cert. of mailing
2/19	221	Order in regard to application of Adequate protection filed by Boulevard State Bank - debtor agrees to reject Equipment Lease No. 121BS and accept Lease No. 129BS making monthly installments to Bank of $322.94 beginning 11/25/86 and cert. of mailing
2/25	222	Minutes of the continued 341 meeting - con't to INDEFINITE DATE
2/27	223	Amended application of Linde, Thomson et al for attorney fees filed in accordance of hry from 2/12/87
3/2	224	CRM - Obj. of Bob Sommerville to issuance of Birdview Stock - Court overruled objection. Court approved motion to issue stock. Mr. Stingley to submit Order. Obj. to exclusive service agency agreement - obj. withdrawn
3/2	225	Consent of Security Pacific Business Credit In. to the complaint of debtor to sell property and equipment free and clear of liens (Sheldon Solow, Atty)
3/4	226	CRm - Motion of Industry Financial Corp to allow its claim as an administrative expense - parties have reached agreement. No one will appear
3/6	227	Financial information for January, 1987 - separate file
3/9	228	CRM - Motion of Mercantile Bank for adequate protection - con't for spec. setting
3/9	229	Order of continuance - see pl #228 - 5/5/87, 9:00 a.m. 1 hr
3/16	230	Order shortening the notice time to 10 days for MTS Internal to undertake collection of accounts receivables and hrg date of 4/29/87, 9:00 a.m. if obj.
3/16	231	Order approving the motion of debtor and Commercial National Bank of Tulsa to approve joint stipulation to lift automatic stay and cert. of mailing
3/16	232	Order allowing the issuance of authorized but unissued stock to certain dealers who commit to the purchase of a minimum quantity of inventory from the debtor and cert. of mailing
3/16	233	Order permitting debtor to enter into an exclusive service agency agreement with Washburn T.V., Inc. and further to sell property and equipment free and clear of liens to Washburn T.V. Inc. with the liens of Security Pacific Business Credit Inc attaching to the proceeds and cert. of mailing
3/23	234	Financial information for February, 1987
3/23	235	Order denying motion of Linde, Thomson, Fairchild et al for reconsideration of Court's order of 2/12/887 denying expenses. (JUDGE PUSATERI)
3/23	236	Order on atty. fees to Linde, Thomson, Fairchild et al - fees in amt. of $6,014.25 allowed in full. (JUDGE PUSATERI)

BIRDVIEW SATELLITE COMMUNICATIONS

86-41150
DOCKET NUMBER

DATE		BANKRUPTCY CASE RECORD
3/31	237	CRM - Motion of FInancial Associates for administrative expense & obj. of debtor thereto - per Mark Stingley, agreed order for continuance to be submitted. No hearing held.
4/8	238	Stipulation for approval of debtor entering into premium financing agreement (Mark Stingley, J.B. King, Robert Baer)
4/8	239	Order authorizing debtor to enter into premium financing agreement with Imperial Premium Finance, Inc. Cert. of Mlg.
4/9	240	Motion of U.S. Trustee to convert, or in the alternative, set a time within which to file a plan (Kurt Stohlgren, Atty)
4/9	241	Notice of appointment of committee or equity security holders: Robert E. Owens, 12328 Pembroke Ln. Leawood, ks 66209; Bob Summerville, 9040 Stone Creek Pl. Dallas, TX 75243; Paul A. Tuley, Route 2, Box 266, Lawrence, KS 66044
4/10	242	Stipulation between debtor, Unsecured Creditors Committee and Industrial Financial Corporation with regard to allowing administrative expense
4/10	243	NOTICE OF HEARING on pl #240 (5/1/87, 9:00 a.m.)
3/27	236a	Motion of debtor to amend order nunc pro tunc regarding hiring of MTS International
4/10	244	Stipulation between debtor, Unsecured Creditors Committee, & Industrial Financial Corp. agreeing that Industry FInancial Corp. shall be allowed an an administrative expense claim in amt. of $3,346
4/13	245	Notice of appointment of committee of equity security holders: Robert Owens, Bob Summerville, Paul Tuley
4/14	246	Order on motion to amend Nunc Pro Tunc - see pl. #236a - substitution of Equity Security Holders Committee with Unsecured Creditors Committee allowed. Cert. of MLg.
4/15	247	Order allowing stipulation - see pl. #244. Cert. of Mlg.
4/23	248	NOTICE OF HEARING on objection of debtor to motion of Financial Associates for administrative expenses = 5/1/87, o1:30 P.M.
4/28	249	Financial information for March, 1987 - separate file
4/28	250	Motion of debtor for approval to enter into premium financing agreement with Imperial Premium Finance, Inc. (Mark Stingley)
5/1	251	CRM- Motion of Financial Associates for administrative expense in amt. of $39,090.10 & obj. of debtor thereto - hearing proceeded with testimony of: Charles R. Tantillo, pres. of Financial Associates & Roger Mason, pres. of Birdview. Matters U/A
5/1	252	CRM - Motion of U.S. Trustee to convert or set time to file plan - motion to be w/d; debtors filed plan today
5/1	253	Entry of appearance & request for notice by Betty Outhier Williams
5/1	254	DISCLOSURE STATEMENT
5/1	255	PLAN OF REORGANIZATION
5/4	256	Application of Fisher, Patterson, Sayler & Smith, attys. for unsecured creditors committee, for atty. fees in the amt. of $4,846.02 (compensation of $4,383.00 & expenses of $463.02) - J.B. King to notice
5/5	257	CRM - Motion of Merchantile Bank of K.C. for adequate protection & assumptio or rejection of unexpired leases or relief - per phone call from Mark Stingley, stipulation for dismissal to be filed
5/7	258	Request of Pamida, Inc. for payment of $41,676.32 as administrative expense (Torrence P. Maher, Atty.)
5/8	259	Motion of J.B. King, atty. for unsecured Creditors' committee, for order limiting notice of hearing on application for compensation & reimbursement of expenses
5/11	260	NOTICE OF HEARING by debtor's atty. on App. to Retain MTS International (5/22/87, 1:30 p.m.)
5/11	261	Cert. of Mlg. by debtor's atty in re pl. #260 to parties in interest

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DOCKET NUMBER

DATE		BANKRUPTCY CASE RECORD
5/13	262	Order allowing U.S. Trustee to w/d its motion to convert. Cert of Mlg.
5/13	263	Order restricting notice as to hearing upon application for compensation & reimbursement of expenses to J.B. King
5/13	264	Stipulation for approval of debtor entering into the premium financing agreement. Cert. of Mlg.
5/13	265	Order authorizing debtor to enter into premium financing agreement with Imperial Premium Finance, Inc. Cert. of Mlg.
5/13	266	NOTICE TO PARTIES IN INTEREST in re pl. #258 (time to obj. 6/2/87)
5/13	267	Entry of appearance & request for notice by David Skidgel on behalf of FDIC
5/14	268	Order requiring debtor to notice disclosure statement & exhibit A (time to obj. 6/22/87; if obj. hrg. w/b 7/9/87 at 1:30 p.m.)
5/22	269	CRM - App. of debtor to retain MTS International Inc. to collect accounts - App. was granted. Order presented to the Court & was signed.
5/22	270	Order allowing debtor to retain MTS International, Inc. to undertake collection of accounts receivable. Cert. of Mlg.
5/22	271	Stipulation between debtor, unsecured creditors committee, & Security Pacific Business Credit regarding sale of personal property
5/22	272	Order permitting sale of certain personal property free & clear of liens of Security Pacific Business Credit, Inc. with the lien of Security Pacific attaching to the proceeds. Cert. of Mlg.
5/22	273	Motion of Merchantile Bank of Kansas City to terminate leases, for relief from stay, and for order of Court directing debtor to surrender possession of leased property (Louis Huber & Thomas Mullinix, Attys.)
5/26	274	NOTICE BY J.B. KING (for the creditors committee) TO DEBTOR, U.S. TRUSTEE, UNSECURED CREDITORS COMMITTEE, & CREDITORS & EQUITY SECURITY HOLDERS WHO HAVE FILED WITH THE COURT A REQUEST FOR NOTICE in re pl. #256 (time to obj. 6/15/87)
5/27	275	Motion of Ravenswood Electronics Corp. to modify stay (S.W. Logan, Atty.)
5/28	276	NOTICE TO PARTIES IN INTEREST in re pls. 273 & 275 (time to obj. 6/12/87; if obj. hrg. w/b 6/26/87, 9:00 a.m.)
6/1	277	Obj. of debtor to request for payment by Pamida, Inc. (Mark Stingley)
6/1	278	Cert. of Mlg. by debtor's atty in re pl. #268
6/2	279	Obj. of Unsecured Creditors Committee to allowance of administrative expense requested by Pamida, Inc. (J.B. King, Atty.)
6/12	280	Obj. of debtor to motion of Ravenswood Electronics Corp. to modify stay
6/12	281	NOTICE OF HEARING on pls. 275, 277, 279, 280 (6/26/87, 9:00 a.m.)
6/10	282	Obj. of Terry Logan to disclosure statement
6/15	283	Obj. of various creditors to disclosure statement
6/15	284	Obj. of Wayne M. Henry to disclosure statement
6/15	285	Obj. of Ralph D. Dodd to disclosure statement
6/15	286	Obj. of Dennis B. Holcomb to disclosure statement
6/15	287	Obj. of Mr. & Mrs. Wm. N. Kitchen to disclosure statement
6/17	288	Stipulation between debtor & Midland Nat'l BAnk regarding assumption of leases, adequate assurances, & rejection of one lease (Mark Stingley, Karen Wedel & Bradley Jantz, Attys.)
6/22	289	Obj. of FDIC to disclosure statement (David Skidgel & Rosemary Podreparac)
6/22	290	Obj. of Unsecured creditors committee to disclosure statement (J.B. King)
6/22	291	Obj. of U.S. Trustee to disclosure statement
6/24	292	Order on stipulation between debtor & Midland Nat'l BAnk re assumption of certain leases. Cert. of Mlg.
6/26	293	CRM - Motion of Ravenswood Electronics for relief - Debtors is to instituted a 547 complaint within 10 days if they are going to or Ravenswood will be granted relief from stay; Request of Pamida for pmt as administrative expense -obj. by debtor - agreed order will be submitted or the parties will request evidentiary hearing; Objection of Unsecured Creditors Committee - parties are working on a compromise agreement. They will request further hearing if necessary

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UNITED STATES BANKRUPTCY COURT

BANKRUPTCY CASE DOCKET – CONTINUATION

BIRDVIEW SATELLITE COMMUNITCATION, INC

87-41150
DOCKET NUMBER

DATE		BANKRUPTCY CASE RECORD
294 various dates		Objections of various descrambler creditors to disclosure statement - note - objections are contained in separate file
7/6	295	Financial information for April, 1987 - separate file
7/6	296	Request of Cable/Home Comm. Corp. for notice
7/7	297	Request of Mercantile Bank of Kansas City for pmt. of administrative expenses in the amot of $22,771.36 for post-petition rent due through 6/20 under equipment leases assumed by debtor & approved by Court Order of 3/16/87 (Thomas Mullinix & Louis Huber, III, Atty.)
7/9	298	CRM - Evidentiary Hearing on Disclosure Statement & objs. thereto - disclosure statement as presently filed cannot be approved. These objs. are moot. Debtor will be allowed to file a liquidating plan & accompanying disclosure statement by July 24. This hearing will be continued pending filing of new Plan & Disclosure.
7/13	299	Entry of appearance & request for notice by Patrick D. Gaston on behalf of Smith & Boucher, Inc.
7/14	300	Stipulation regarding rejection of lease & relief from stay between debtor and Provident Savings Bank (Mark Stingley & Walter J. Greenhalgh)
7/15	301	Stipulation regarding surrender of lease between debtor & Midland Nat'l Bank (Stingley, Wedel & Jantz, Attys.)
7/17	302	Order granting Mercantile Bank of Kansas City relief from stay & directing debtor to surrender possession of leased equipment. Cert. of Mlg.
7/17	303	Order approving rejection of lease of Provident Savings Bank & granting relief from stay. Cert. of Mlg.
7/6		ADVERSARY PROCEEDING NO. 87-0303 FILED = Complaint of Birdview Satellite Communications, Inc. vs Ravenswood Electronics Corp. and S.W. Longan, III concerning voidable transfer(Karen D. Wedel & Arthur B. Federman, Gary Barnes, Attys)
7/21	304	Order authorizing stipulation between debtor & Midland Nat'l Bank in re surrender of collateral & rejection of certain leases. Cert. of Mlg.
7/21	305	Objection of debtor to request of Mercantile BAnk of Kansas City for payment of administrative expenses (Mark Stingley, Atty)
7/23	306	DISCLOSURE STATEMENT AS IT RELATES TO THE FIRST AMENDED PLAN OF REORGANIZATI
7/23	307	FIRST AMENDED PLAN OF REORGANIZATION
7/28	308	Motion of Smith & Boucher Inc for relief from stay (Patrick D. Gaston, Atty)
7/29	309	NOTICE OF HEARING on pl #305 & 308 (8/26/87, 1:30 p.m.) 48
8/3	310	Entry of appearance by John W. McClelland & Walker A. Hendrix on behalf of Commercial Nat'l Bank
8/12	311	Motion of Pamida, Inc. for relief from stay & for immediate payment of administrative expenses (Philip Gordon & Terrence Maher, Attys.)
8/13	312	Order modifying stay to Ravenswood Electronics Corp. COM
8/13	313	Stipulation between debtor & 1st Midwest Bank combined with order granting relief from stay. Cert. of Mlg.
8/13	314	NOTICE OF HEARING TO PARTIES IN INTEREST in re pl. #311 (8/26/87, 1:30 p.m.)
8/17		ADVERSARY PROCEEDING NO. 87-0132 Complaint of Birdview Satellite Communica vs Security Pacific Business Credit, Inc to determine validity, priorit or extent of a lien or other interest in property(Karen D. Wedel and Ma G. Stingley, Attys)
8/17	315	Answer of debtor to motion of Pamida Inc for relief from stay
8/17	316	Answer of debtor to motion of Smith & Boucher Inc for relief from stay
8/17	317	Motion of debtor for authority to allow debtors to sell free and clear of liens assets referred to in an offer of purchase to John R. Washburn and Robert K. Brown
8/17	318	Motion of debtor to expedite notice and to set hearing date on pl #317
8/17	319	Order limiting the notice on pl #317 & setting a hearing of 9/30/87, 9:00 a. if obj

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PPI.MAR—0-89-60-4GR—4000

DOCKET NUMBER

DATE		BANKRUPTCY CASE RECORD
8/26	320	CRM - Objection to request of Mercantile bank - parties have reach agreement. Mr. Stingley will submit agreed order; Motion of Smith & Boucher for relief- debtor will file complaint to determine extent of lien. Court gave 2 weeks to file complaint or relief from stay will be granted. Mr. Stingley will submit Order. Motion of Pamida for relief - Pamida can have stay relief to see if other sub-lessees can be found with the proviso that the debtor can use the property for storage until the hearing on the sale is completed. Court would have to have testimony before deciding administrative expenses. If the sale goes through, the purchaser will have to make arrangements with Pamida. Con't to 9/30 at 9:00 a. for final hearing. Mr. STingley will prepare order
8/26	321	Order of continuance - Motion of Pamida for relief from stay - 9/30/87, 9:00 a.m.
9/1	322	Order that the application of J.B. King for approval of attorney fees as attorney for Unsecured Creditors Committee is denied; if no formal objection for approval of employment is received on or before 9/15 the Court will deem all objections waived and will sua sponte enter an order approving employment and review the application for compensation and cert. of mailing (JUDGE PUSATERI)
9/4		[redacted] = Complaint of debtor vs. Smith & Boucher, Inc., to determine liens (Mark G. Stingley & Karen D. Wedel, Attys)
9/4		[redacted] = Complaint of debtor vs. Pamida, Inc., for recovery of monies (Mark G. Stingley & Karen D. Wedel, Attys)
9/8	323	Order on motion of Financial Associates for administrative expenses & obj. of debtor thereto - administrative claim allowed in amt. of $26,874 after all credit for setoff has been taken (JUDGE PUSATERI)
9/11	324	Obj. of Ronald Knorr to sale of assets by Birdview
9/11	325	Obj. of Cicero Jones, Jr. to sale of assets by Birdview
NOTE	****	Objections of various stockholders & decoder creditors contained in separate file
9/14	326	Obj. of Tom Winsor d/b/a Crown Interiors to sale of assets (H. Kent Dessell, A...
9/16	327	Cert. of service by Roger Mason, president of Birdview, in re motion of debtor to sell assets
9/16	328	Cert. of service by Geraldine Zarbo, American Stock Transfer, in re motion of debtor to sell assets
9/21	329	Obj. of FDIC to motion to sell assets (David Skidgel, Atty.)
9/21	330	Obj. of FDIC to motion to sell assets (David Skidgel, Atty.)
9/21	331	Obj. of William Inman to motion to sell assets (Berrien L. Sutton, Atty.)
9/21	332	Obj. of Richard Doering to motion to sell assets (Pro Se)
9/21	333	Financial information for May, 1987 - separate file
9/22	334	Order concerning motion of Smith & Boucher for relief from stay. Cert. of Mlg.
9/22	335	Entry of appearance & request for notice by Wm. H. Zimmerman on behalf of Neosho County
9/22	336	Obj. of Neosho County, KS to proposed sale (Wm. H. Zimmerman, Atty.)
9/23	337	Request for notice by Lee E. Lucero bombined with change of address
9/24	- 338	Proof of Claim for administrative expense in the amt. of $3,168.69 (Gary Underwood)
9/25	- 339	Order concerning administrative expenses of Mercantile Bank of Kansas City. COM
9/28	340	Application of Linde, Thomson et al for attorneys' fees and expenses in the sum of $65,496.93
9/28	341	Order concerning motion of Pamida Inc. for relief from stay - con't to 9/30 along with the motion to sell assets; the hearing on the administrative expense claim con't to special setting and cert. of mailing
9/28	342	NOTICE TO CREDITORS On pl #340 (time to obj. 10/19/87)
9/29	343	Application of Unsecured Creditors' Committee for order establishing a bar date of 11/1/87 for filing of proofs of claim (J. B. King, Atty)
9/29	344	Motion of Unsecured Creditors Committee for 2004 exam of Larry Welch
9/29	345	Motion of Unsecured Creditors Committee for 2004 exam of Roger Mason

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UNITED STATES BANKRUPTCY COURT

BANKRUPTCY CASE DOCKET – CONTINUATION

BIRDVIEW SATELLI[illegible]INC. 3-41150

DOCKET NUMBER

DATE		BANKRUPTCY CASE RECORD
9/30	346	Order that the sum of $4,846.02 is allowed to Fisher, Patterson et al as an administrative expense and cert. of mailing
9/30	347	Order for 2004 exam of Roger Mason to be held 10/23/87 and cert. of mailing
9/30	348	Order for 2004 exam of Larry Welch to be held October 23, 1987 and cert. of mailing
9/30	349	Order establishing bar date and time for filing of claims - bar date 11/1/87
9/30	350	CRM - Motion of Pamida Inc. for relief - con't; Motion for sale of assets - There is a legal issue between Neosho County & Security Pacific which can be briefed. Court finds sale is approved. Mr. STingley is to submit order with the proviso that funds in excess of that paid to Neosho County is to be paid into an interest-bearing account until a decision on priority between Neosho County & Security Pacific
9/30	351	Order of continuance - Motion of Pamida for relief - 10/28/87, 9:00 a.m.
9/30	352	Motion of FDIC for relief from stay (David Skidgel, Atty)
9/30	353	Motion of FDIC for relief from stay or for termination of lease (David Skidgel, Atty)
10/1	354	Order approving sale of assets to John R. Washburn and Robert K. Brown (atty to mail out)
10/6	355	NOTICE OF HEARING on pl #352 & 353 (10/28/87, 9:00 a.m.)
10/8	356	Motion of debtor for reconsideration, to alter & to amend order establishing bar date & time for filing claims
10/14	357	Cert. of Mlg. by Roger Mason, Pres. of Birdview in re pl. #354 to all creditors
10/14	358	Order establishing new bar date for filing proofs of claims of 1/5/88 (sent to Mark Stingley to notice)
10/15		ADVERSARY PROCEEDING NO. 87-0103 COMPLETED
10/16	359	Order requiring debtor to notice amended disclosure statement & exhibit A - (time to obj. 11/27/87; if obj. hrg. w/b 12/10/87 at 1:30 p.m.)
10/16	360	Obj. of U.S. Trustee to disclosure statement as it relates to 1st amended plan
10/16	361	Request of debtor for transcript of 341 Hearing
10/19	362	Motion of U.S. Trustee for order directing appt. of a trustee
10/19	363	Motion of U.S. Trustee for order designating limited notice on pl. #362
10/19	364	Obj. of Unsecured Creditors Committee to application of Linde, Thomson, Fairchild et al for atty. fees (J.B. King, Atty.)
10/21	365	Order designating limited notice on pl. #362 - ~~NOTE: U.S. Trustee to notice & mail out & file cert. of mlg. - hrg. w/b 12/2/87 at 9:00 a.m.)~~
10/27		ADVERSARY PROCEEDING NO. 87-0148 COMPLETED
10/27		ADVERSARY PROCEEDING NO. 87-0132 COMPLETED
10/22	366	Motion of debtor to amend or in the alternative to extend the time to comply with the order entered 10/16/87
10/22	367	Notice by Unsecured Creditors Committee of rescheduling of 2004 Exam of Roger Mason (to be held 11/2/87 at 10:00 a.m. at Birdview Offices
10/23	368	Entry of appearance & request for all noticed & pleadings by Cecilia Mowatt & Michael A. Berman on behalf of the Securities Exchange Commission
10/28	369	Request of U.S. Trustee for leave to join in motion to amend or in the alternative, to extend the time to comply with order entered 10/16/87
10/28	370	CRM - Motion of Pamida for relief from stay & immediate pmt. of administrative expenses - moot. Motion of FDIC for relief from stay & termanation of lease - 2 stipulated orders were submitted to the COurt.
10/30	371	Motion of J.B. King for order limiting notice of hearing on application for compensation & reimbursement of Expenses
10/30	372	Application of Pamida, Inc. for allowance of administrative expenses in the amt. of $71,347.11 & further allowance of $12,392.87 of amt. as priority claim.

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FPI-BAR—10-19-88-100M—4810

DOCKET NUMBER

DATE		BANKRUPTCY CASE RECORD
11/2	373	Application of Fisher, Patterson, Sayler & Smith for atty. fees in the amt. of $4,676.50 & expenses in amt. of $1,678.35 for tatal due of $6,445.85 as counsel for the Unsecured Creditors Committee
11/13	374	Motion of Security Pacific Business Credit for turnover of certificates of deposit (Sheldon L. Solow, & Robert Baer, Attys.)
11/16	375	Order granting relief from stay to FDIC. Cert. of Mlg.
11/16	376	Order granting relief from stay to FDIC. Cert. of Mlg.
11/16	377	Order restricting notice on pl. #373 to debtor, U.S. trustee, members of Unsecured Creditors' Committee, members of Equity Security Holders' Committee, & creditors & equity security holders who have filed requests for notice. COM
11/16	378	NOTICE TO PARTIES IN INTEREST in re pl. #377 (time to obj. 12/7/87)
11/19	379	NOTICE OF HEARING on pl #374 (12/15/87, 9:00 a.m.) 52
11/20	380	NOTICE TO PARTIES IN INTEREST by atty. for creditors committee in re pl. #373 (time to obj. 12/9/87)
11/23	381	Request of Melvin Zelinger (c/o Eugene Zelinger) for notice
12/2	382	Motion of Security Pacific Business Credit Inc. for turnover of certain accounts receivable pledged to SPBC (Sheldon Solow & Robert Baer, Atty)
12/3	383	Objection of debtor to application of fees of Fisher, Patterson, Sayler & Smith
12/7	384	NOTICE OF HEARING on pl #382 (12/15/87, 9:00 a.m.) 53
12/7	385	NOTICE OF HEARING by debtor's atty. in re pl. #382
12/10	386	Motion of Midgley Associates for relief from stay (Robert McKinley & Robert Londerholm, Attys.)
12/11	387	NOTICE OF HEARING on pl. #386 (12/23/87, 9:00 a.m.)
12/15	388	CRM - Motion of Security Pacific Business Credit for turnover of certificates of deposit - denied w/o prejudice until parties figure out how plan & disclosure can go out. Bar date will have to go out with the notice. Motion of Security Pacific for turnover of certain accounts receivable pledged to creditors - Court gave debtor 30 days to determine how these can be collected for the benefit of the estate, i.e., get them back from collection agency, or Court will grant the motion. Mr. Stingley to prepare order. Exhibit List Attached
12/18	389	Motion of Midgley Associates for continuance of hearing set for 12/23/87
12/21	390	Response of debtor to motion of Midgley Associates for relief from stay
12/23	391	CRM - Motion of Midgley Associates for relief from stay - motion for continuance filed. No Hearing Held.
12/23	392	Order of Continuance - see pl. #391 (1/13/87 at 9:00 a.m.)
12/24	393	Motion of Security Pacific Business Credit for turnover of proceeds of sale of debtor's assets (Robert Baer & Sheldon Solow, Attys.)
12/28	394	NOTICE OF HEARING on pl. #393 (1/27/88 at 9:00 a.m.)
12/24	393a	Joint application of USA/IRS to lift stay (Mark Stingley & Tanya Wilson, Attys)
12/31	395	Motion of debtor for authority to postpone mailing of notice of bar date and amendment of bar date
12/31	396	Election of Alpha Products Inc. under disclosure statement of debtor - 5% payout of its claim to be paid within 1 year (William D. Coombs, Atty)
12/31	397	Election of Comfort Contractors Inc. under disclosure statement of debtor (William D. Coombs, Atty)
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1/7	398	Order that the bar date currently set for 1/5/88 is amended to be 3/21/88; that debtor shall not send notice of the bar date until it can be shown that sufficient funds have been accumulated to mail notice and cert. of mailing
1/8	399	Financial information for Juen, 1987 - separate file
1/8	400	Stipulation between debtor & Centerre BAnk of Kansas City for rejection of unexpired leases (Mark Stingley & Timothy McNamara)
1/14	401	Motion of U.S. Trustee for hearing on motion to appoint a trustee

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BIRDVIEW SATELLITE COMMUNICATIONS

86 150
DOCKET NUMBER

DATE		BANKRUPTCY CASE RECORD
1988		
1/15	402	NOTICE OF HEARING TO INTERESTED PARTIES in re pl. #262 - motion to appt. a trustee (2/24/88, 9:00 a.m.) 53
1/19	403	Order on stipulation for rejection of unexpired leases with Centerre Bank of Kansas City. Cert. of Mlg.
1/13		ADVERSARY PROCEEDING NO 88-0006 FILED - Complaint of Birdview Satellite Communications , Inc. vs MTS International, Inc. concerning turnover of funds being held by MTS, account receivable files and for an accounting (Karen D. Wedel, Atty)
1/13	404	CRM - Motion of Midgley Associates for relief from stay - Court gave debtor 1 days to address 546(b). Commercial can also file brief. If no briefs are filed in 10 days, Court will grant stay relief.
1/20	405	Order on obj. of debtor to application of Fisher, Patterson, Sayler & Smith for atty. fees - debtor directed to submit more specific obj. w/i 10 days (JUDGE PUSATERI)
1/22	406	Suggestions of debtor (defendant) in support of the findings that Birdview Satellite's interest has priority to that of Midgley Associates in the real estate located in Johnson County, KS
1/25	407	Motion of Security Pacific Business Credit, Inc. to reconsider the Court's order denying motion for turnover of certain certificates of deposit (Robert Baer & Sheldon Solow, Attys.)
1/15		ADVERSARY PROCEEDING NO 88-0011 FILED - Complaint of Birdview Satellite Communications, Inc. vs John L. Aker concerning recovery of money (Gregory I. Azorsky and Mark G. Stingley, Attys)
1/15		ADVERSARY PROCEEDING NO 88-0012 FILED - Complaint of Birdview Satellite Communications, Inc. vs James T. Nixon concerning preferential transfer. (Gregory I. Azorsky and Mark G. Stingley, Attys)
1/15		ADVERSARY PROCEEDING NO 88-0013 FILED - Complaint of Birdview Satellite Communications, Inc. vs Robert C. Farley concerning recovery of money (Gregory I. Azorsky and Mark G. Stingley, Attys)
1/15		ADVERSARY PROCEEDING NO 88-0014 FILED - Complaint of Birdview Satellite Communications, Inc. vs Charles A. Ross concerning recovery of money. (Gregory I. Azorsky and Mark G. Stingley, Attys)
1/26	408	Suggestions of Commercial Nat'l Bank in support of debtor's request to determine priority (John McClelland & Walker Hendrix, Attys.)
1/27	409	Memorandum of Security Pacific Business Credit in support of motion to turn over funds (Sheldon Solow & Robert Baer, Attys.)
1/27	410	CRM - Motion of Security Pacific Business Credit for turnover of proceeds of sale of assets - Mr. Zimmerman has 14 days to submit response. Court will review attorney fee requests. Debtor will have to file some amendments to disclosure statment to satisfy SEC & will amend plan w/i 2 weeks.
1/28	411	Order on motion of Security Pacific Business Credit for reconsideration of order denying motion for turnover of certificates. Cert. of Mlg.
2/2	412	Suggestions of Midgley Associates in opposition to debtor's request to determine priority (Robert Londerholm & Daniel Sailler, Attys.)
2/2	413	Order on motion of Security Pacific Business for turnover of certain funds - SPBC to serve upon Mr. Zimmerman Memorandum of Argument & Authorities; Allen County given 14 days to file Memorandum of Argument & Authorities. CON
2/3	414	Motion of Financial Associates Inc. to compel payment of administrative expenses (Larry L. Luttjohann, Atty)
2/3	415	NOTICE OF HEARING by attorney in re pl #414 (2/24/88, 9:00 a.m.)
2/9	416	Stipulation between Mark Stingley, Karen Wedel & J.B. King to application for atty. fees for services rendered filed by Linde, Thomson, Fairchild et al
2/9	417	Motion of debtor for extension of time to 2/24/88 to file D & P

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DATE		BANKRUPTCY CASE RECORD
2/10	418	Order on attorney fees - applicant is directed to file an amended application on or before 2/29/88 or those items that are insufficient will be denied and cert. of mailing (JUDGE PUSATERI)
2/11	419	Motion of Security Pacific Business Credit for order nunc pro tunc on its motion for turnover of certain funds (Robert Baer, Atty.)
2/11	420	Motion of Security Pacific Business Credit to amend order for turnover of certain certificates of deposit
2/11	421	Obj. of Security Pacific Business Credit to motion of Financial Associates to compel payment of administrative expense
2/12	422	Order granting debtor extension of time to 2/24/88 to file amended D & P. COM
2/16	423	Obj. of Pamida, Inc. to motion to comple payment of administrative expense (Terrence Maher & John Stauffer, Attys.)
2/17	424	Amended order for turnover of certain funds to Security Pacific Business Credit. CO
2/17	425	Order Unuc Pro Tunc on motion of Security Pacific for turnover of funds. COM
2/18	426	Order on application of Fisher, Patterson Sayler & Smith for atty. fees as administrative expense$6,445.85 allowed. Cert. of Mlg.
2/19	427	Obj. of debtor to motion of Financial Associates to compel pmt. of administrative expense
2/22	428	Motion of debtor to approve settlement with Members Credit Group
2/23	429	Entry of appearance & request for notice by Timothy Carmody on behalf of the Board of County Commissioners of Johnson County
2/24	430	CRM - Motion of U.S. Trustee for order directing appt. of trustee - Court granted motion & directed U.S. Trustee to locate a trustee. Motion of Financial Associates to compel pmt. of administrative expense & objs. of Security Pacific, Pamida & debtors thereto - with the appointment of a trustee, motion is denied at this time. Administrative expenses are to be paid at such time as they are all known & when the debtor has the wherewithal to pay administrative expenses. Mr. Stingley to prepare order.
2/24	431	**SECOND AMENDED DISCLOSURE STATEMENT**
2/24	432	**SECOND AMENDED PLAN**
2/26	433	Notice of the appointment of F. Stannard Lentz as Trustee, acceptance & approval by the Court
2/26	434	Request of James J. Dombek for notice on behalf of Michale Mikkelson
3/1	435	Order directing the appointment of a trustee. not mailed out - moot
3/1	436	Motion of Mark G. Stingley for additional time to 2/9/88 to comply with order of 2/9/88 to file amended application for fees
3/1	437	NOTICE TO PARTIES IN INTEREST in re pl. #428 (time to obj. 3/21/88; if obj. hrg w/b 3/30/88, 1:30 p.m.)
3/1	438	Motion of debtor to extend bar date for filing proofs of claim
3/3	439	Application of F. Stannard Lentz, Trustee, for employment of himself as atty. & affidavit of proposed atty. & for preliminary approval of fee arrangement of atty. for trustee. - Atty to notice
3/3	440	Order on motion of Midgley Associates Architects for relief from stay - stay extended until 3/10/88 (JUDGE PUSATERI)
3/8	441	Motion of Commercial Nat'l Bank of Tulsa for leave to file response brief (Walter Hendrix & John McClelland, Attys.)
3/8	442	Response Brief of Commercial National Bank of Tulsa
3/8	443	Order granting Linde, THomson, Langworthy et al extension of time to 3/30/88 to file amended application for atty. fees. Cert. of Mlg.
3/4	440a	Order directing debtor to turn over reamining proceeds of sale of debtor's assets to Security Pacific Business Credit. Cert. of Mlg.
3/10	444	ORder denying stay relief to Midgley Associates Architects, Inc. (JUDGE PUSATERI)
3/17	445	Statement of U.S. Trustee regarding application of F. Stannard Lentz for appt. as atty. & preliminary approval of fee arrangement
3/18	446	**NOTICE OF APPEAL filed by Midgley Associates, Architects, Inc. Appellant (Robt. Londerholm & Robert M. McKinley, Attys)** 88-4055

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NO. 86-41150

BIRDVIEW SATELLITE COMMUNICATIONS, INC. CH. 11

DOCKET NUMBER

DATE		BANKRUPTCY CASE RECORD
1988		
3/18	447	Letter notice to counsel in re Appeal filed by Midgley Associates
3/22	448	Application of Trustee to employ Lain, Faulkner & Co. as accountant for Trustee & preliminary approval of fee arrangement (F. Stannard Lentz)
3/22	449	Application of Trustee for order restricting notice on pl. #448
3/22	450	NOTICE TO PARTIES IN INTEREST in re pl. #449 (~~time to obj. 4/21/88~~) Lentz to mail out — see pl. 454
3/25	451	Statement by U.S. Trustee regarding application for employment of attorney for trustee and preliminary approval of fee arrangement of attorney for trustee
3/28	452	DESIGNATION OF RECORD ON APPEAL (by docket card) from Dan Seiler for Midgley Associates, Appellant
3/28	453	Application fo Trustee for order approving pmt. to Security Pacific Business Credit Inc.
3/28	454	Cert. of Mlg. by Trustee in re pl. #439 & pl. #448 (time to obj. 4/14/88)
3/28	455	Order authorizing pmt. to Security Pacific Business Credit. COM
3/29	456	Order sustaining application for order restricing notice on pls. 439 & 448
3/29	457	Order allowing debtor to settle action against Members Credit Gropu
3/29	457A	DESIGNATION OF RECORD & STATEMENT OF ISSUES filed by Midgley Assoc. Appellants
3/30	458	Motion of debtor for extension of time to comply with court order concerning filing amended fee application
3/30	459	Motion of Security Pacific Business Credit In. for issuance of rule to show cause why the trustee should not be held in contempt of Court (Robert Baer, Atty) Atty to do notice
3/31	460	Financial information for 7/1/87 to 9/30/87 - separate file
3/31	461	Notice by [redacted] attorney of hearing on motion for issuance or Rule to Show Cause Why the Trustee Should Not be Held in Contempt of Court (4/5/88, 9:00 a.m.)
4/1	462	Order allowing Linde, Thomson, Langworthy et al to 5/29/88 to file amended fee application. Cert. of MLg.
4/4	463	DESIGNATION OF RECORD & STATEMENT OF ISSUES filed by Trustee (F. Stannard Lentz, Trustee) OBJ. to certain pl be included-UDSC TO HEAR
4/5	464	CRM - Motion of Security Pacific Business Credit to show cause - Trustee has advised the wire transfers of the funds have been initiated. Motion w/
4/14	465	RECORD ON APPEAL (88-4055-R)
4/14	466	TRANSMISSION OF RECORD ON APPEAL to USDC
4/14	467	NOTICE OF TRANSMISSION OF RECORD ON APPEAL to USDC
4/21		ADVERSARY PROCEEDING NO 88-0014 COMPLETED
4/28	468	Order authorizing the employment of Lain, Faulkner & Co. as accountants & directing noticing of monthly billing arrangement (JUDGE PUSATERI)
5/2	469	Application of Trustee/Attorney for approval of compromise with William R. Payne (F. Stannard Lentz)
5/2	470	Application for order restircting notice on pl. #469
5/5	471	Order restricting notice on application for approval of compromise with William R. Payne Company
5/5	472	Notice and order for opportunity for hearing on application for approval of company - time to obj. 5/31/88; if obj. hrg w/b 6/29/88, 9:00 a.m.)
5/14		ADVERSARY PROCEEDING NO 88-0013 COMPLETED
5/6	473	Application of Trustee for approval of fee arrangement for atty. for trustee
5/6	474	Application of Trustee for approval of fee arrangement for accountants
5/6	475	Application of Trustee for order restricting notice on pls. 473 & 474
5/9	476	Submission of Linde, Thomson, Langworthy et al of amended billings
5/10	477	Subpoena to witness to Burke Energy & cert. of service

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FPI-BAR—9-29-80-40M—4888

DOCKET NUMBER

DATE 1988		BANKRUPTCY CASE RECORD
5/10	478	Application of Trustee for order quashing subpoena deces tecum and to show cause to Hugh Wright, Charles Amsler & Claude Olvera
5/10	479	Certificate of telephonic service by Trustee in re pl. #478 (5/12/88, 1:30 p.m.)
5/12	480	CRM - Application of Trustee for order quashing subpoena duces tecum & to show cause - per Jim Holmbery - parties agree to continue for 30 days for possible settlement. Will submit motion & order. No hearing held.
5/12	481	Application of Trustee for continuance of hearing - see pl. #480
5/13	482	Financial information for 3/15/88 to 4/30/88 - separate file
5/13	483	Cert. of Mlg. by Trustee in re pl. #472
4/11	464a	Financial information for February, 1988 - separate file
5/23	484	Obj. of Paterson Gearmotor to approval of compromise with Wm. R. Payne (Robert Sutton, CHairman of the Board)
5/24	485	Order restricting notice on pl. #473 & 474. Cert. of Mlg.
5/24	486	ORder of Continuance - see pl. #480 (6/29/88, 9:00 a.m.)
5/24	487	NOTICE & OPPORTUNITY FOR HEARING on pls. 473 & 474 (time to obj. 6/16/88) Lentz to mail out
5/25	488	Motion of Trustee/Atty. for use of cash collateral - Lentz to notice
5/12	[redacted]	Order on atty. fees to Linde, Thomson, Langworthy et al - total sum awarded is $54,074.09 to be set off against any retainer received (JUDGE PUSATERI)
5/27	489	Application of Trustee for order restricting notice on pl. #488
6/1	490	Order approving the employment of F. Stannard Lentz as attorney for Trustee & approving fee arrangement. Cert. of Mlg.
6/1	491	Order sustaining application for restricted notice on pl. #488. Cert. of Mlg.
6/1	492	Objection of Unsecured Creditors Committee to approval of compromise with William R. Payne, Atty)
6/2	493	Certificate of mailing by trustee on pl #473 & 474
6/8	494	NOTICE TO CREDITORS by Trustee in re pl. #488 (time to obj. 6/27/88; if obj. hrg. w/b 7/1/88 at 9:00 a.m.)
6/21	495	Order on application for approval of fee arrangement for accountants and cert. of mailing
6/21	496	Order on application for approval of fee arrangement of attorney for trustee and cert. of mailing
6/22	497	Application of Trustee for order setting aside order to show cause
6/24	498	Order setting aside order to show cause and cert. of mailing
6/24	499	Order requiring debtors Trustee to notice disclosure statement & exhibit A trusteeto mail out by 7/6/88 (time to obj. 8/8/88; if obj. hrg. w/b 8/15/88, 9:00 a.m.
6/24	500	Petition of Security Pacific Business Credit, Inc. for award of attorney fees to Sheldon L. Solow and Robert L. Baer in the sum of $53,260.64
6/27	501	Notice of intended sale of rights of redemption filed by trustee (if obj. hrg w/b 7/27/88, 9:00 a.m.) An unplatted tract in the NW¼ of Section 20, Township 27, Range 18, Neosho County, Kansas, described as follows: Commencing at a point 1122 feet West and 1305 feet South of the Northeast corner of said Quarter Section, said point beging approximately 451 feet South of the Southwest corner of Block "C" in Highland Park Addition to the City of Chanute at a point where the Westerly line of said Block "C", extended South, intersects the North line of West Chestnut Street; thence West along hte North line of said West Chestnut Street 400 feet; thence North 450 feet; thence East approximately 397.75 feet; thence South 17.85 feet; thence East 2.26 feet; thence South to the point of beginning.
6/27	502	Application of Trustee for order restricting notice of pl #501
6/27	503	Objection of Security Pacific Business Credit, Inc. to use of cash collateral (Sheldon Solor and Robert Baer, Atty)
6/28	504	NOTICE TO CREDITORS on pl #500 (time to obj. 7/18/88)
6/29	505	CRM - show cause - order filed-see pl #498; approval of compromise - con't for possible settlement

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BC 100E

UNITED STATES BANKRUPTCY COURT

BANKRUPTCY CASE DOCKET – CONTINUATION

BIRDVIEW SATELLITE COMMUNICATIONS

86-41150
DOCKET NUMBER

DATE		BANKRUPTCY CASE RECORD
6/29	506	Order of continuance - approval of compromise - 7/27/88, 9:00 a.m.
6/30	507	Order restricting notice of intended sale of redemption rights and cert. of mailing
7/1	508	CRM - Motion of Trustee for use of cash collateral & obj. of Security Pacific thereto - matter resolved by agreed J.E. to be submitted by Security Pacific
7/5	509	Request of Federal Election Commission for notice

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FPI-BAR—8-89-80-GOR—4600

DOCKET NUMBER

DATE	BANKRUPTCY CASE RECORD

9504368173

BC 100E

UNITED STATES BANKRUPTCY COURT

BANKRUPTCY CASE DOCKET – CONTINUATION

SEPTEMBER 3, 1986
BIRDVIEW SATELLITE COMMUNICATIONS
LEASED EQUIPMENT
RETURNED TO LEASING CO.

DIVISION	LEASE CO.	EQUIPMENT	DATE OF ORIGIN	MONTHLY PAYMENTS	DATE RETURNED	LEASE EXPIRATION	TOTAL $ RETURNED
ELECTRONICS	CIRCLE BUSINESS FILE NO. 0976 LOS ANGELES, CA 9[illegible]	36M-3a & 10 TERM.	3/85	$4,281.[illegible]	8/86	3/90	$[illegible]
PATENT	HUDSON LIFT LINES PO BOX 11048 ANAHEIM, CA 92[illegible]	JOHN DAY LIFT TRUCK	1/83	$[illegible]	8/86	1/88	$[illegible]
METALS	INTERNAT'L FUNDING 1 NORTHFIELD PLAZA #[illegible] NORTHFIELD, IL 6[illegible]	SUPER II 32 ENGINE LATHE 346 HEMI-MAX 100T. LASER PUNCH DI-ACRO HDW. PRESS W/FEEDER	6/85	$[illegible].44	[illegible]/86	6/90	$158,759.64
MFG PLANT	HUDSON LIFT LINES FIRST MIDWEST BANK INSTALLMENT LOAN DEPT [illegible] WASHINGTON ST. WAUKEGAN, IL 60085	FXL DOT LIFT TRUCK	2/83	$[illegible].00	8/86	2/88	$17,950.00
METALS	GEN. EQUIP. LEASING FIRST MIDWEST BANK INSTALLMENT LOAN DEPT. [illegible] WASHINGTON ST. WAUKEGAN, IL 60085	WIEGER PRESS w/FEEDER	11/85	$[illegible].81	7/86	10/89	$[illegible]
METALS	AMERICAN FLETCHER 111 MONUMENT CIRCLE ST.510 INDIANAPOLIS, IN 46277	BROWN & SHARPE CNC LATHE	7/85	$2,421.85	7/86	7/90	$[illegible]
METALS	GEN. EQUIP. LEASING	(1) BURGMASTER DRILL PRESS & TOOLING (2) AIDA 176-TON PRESSES (2) AIR-FEEDS & REELS & STRAIGHTENER (1) 66 TON AIDA PRESS (1) DI-ACRO HAND PUNCH & STAND (1) DI-ACRO TAB NOTCHER & STAND (8) MICRO/LEVEL ISOLATORS (1) HURCO SM-1 MILLING MACHINE & TOOLING (1) TIMESAVER MTL. FIN. MACHINE	6/85	$7,987.82	7/86	10/90	$[illegible]
[illegible]	PITCH LEASING PO BOX 3058 WICHITA, KS 67201	OAK DESK, CREDENZA, CAB T [illegible] CONF. TABLE	7/85	$[illegible]	7/86	7/87	$[illegible]
INTERNAL	PITCH LEASING PO BOX 3058 WICHITA, KS 67201	HOBART WELDER & TOOLING	6/85	$641.82	8/86	[illegible]/88	$[illegible]
METALS	INTERNAT'L FUNDING	1) LVD CHALLENGER SHEAR	3/85	$4,281.00	7/86	3/90	$218,331.00

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SCHEDULE B, PART II

	2 NORTHFIELD PLAZA #230 NORTHFIELD,IL 60093	(2) LVD HYD. PRESS BRAKES (2) HURCO AUTOBEND [illegible] (1) GROB VERTICLE [illegible] (1) HURCO SM-1 CNC MACHING CTR. (1) KYSOR JOHNSON HORIZ. BAND SAW (1) SET PUNCHES & DIES (1) SMIC MAIER [illegible]				
[illegible]	[illegible] [illegible] [illegible]	107-109 N. BURCH, OLATHE	10/85	$[illegible]	10/88	
[illegible]	[illegible]	1407 E. SPRUCE, OLATHE	10/84	$2,8[illegible]	10/88	
[illegible]	[illegible]	311-315 N. BURCH, OLATHE	10/84	$2,85[illegible]	9/86	
[illegible]	FORD MOTOR CO. ACCT.#24[illegible]-84-E705	[illegible] E. MARK V A/C ROUTER DRILLER W/ACCESSORIES SN.[illegible]	5/85	$4,[illegible]	5/90	$[illegible]

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DIVISION	LEASE CO.	EQUIPMENT	DATE OF ORIGIN	MONTHLY PAYMENTS	DATE RETURNED	LEASE EXPIRATION	TOTAL $ REMAINING
MICROWAVE	M.B.H. EQUIPMENT LEASING 2011 E. 63RD ST. KANSAS CITY,MO 64131	MISC OFFICE SUPPLIES MISC LEASES	10/84	$809.63	9/86	2/87	$[illegible]
MARKETING	INTERNATL FUNDING 2 NORTHFIELD PLAZA #230 NORTHFIELD,IL 60093	2 FORD CL9000 2 GREAT DANE TRAILERS	11/85	$3,922.74	5/86	11/90	$207,882.48
TELEMA	[illegible] [illegible] W. DEMPSTER ST. SKOKIE,IL 6007[illegible]	B-COAT SYSTEM	8/85	$6,331.25	5/86	7/90	$[illegible]
MARKETING	G.M.A.C. PO BOX 8557 KANSAS CITY, MO 64114	VAN AT84 SOLD	5/85	$472.07	5/86	5/88	$11,[illegible]
MARKETING	G.M.A.C.	VAN AT071 REPO	4/85	$482.76	4/86	4/88	$11,586.24
MARKETING	G.M.A.C.	VAN AT065 REPO	4/85	$482.76	4/86	4/88	$11,586.24
MARKETING	G.M.A.C.	VAN AT077 REPO	5/85	$476.72	4/86	5/88	$11,329.92
MARKETING	G.M.A.C.	VAN AT078 REPO	5/85	$472.07	4/86	5/88	$11,329.92
MARKETING	G.M.A.C.	VAN AT080 REPO	5/85	$472.07	4/86	5/88	$11,329.92
MARKETING	G.M.A.C.	VAN AT082 REPO	5/85	$476.72	4/86	5/88	$11,329.92

MARKETING	G.M.A.C.	VAN AT081 REPO	5/85	$476.72	4 86	5/88	$11,[illegible]
MARKETING	G.M.A.C.	VAN AT083 REPO	5/85	$472.[illegible]	4/86	5/88	$ 1,[illegible]
MARKETING	G.M.A.C.	VAN AT086 REPO	5/85	$472.07	4/86	5 88	$11,228.92
MARKETING	G.M.A.C.	[illegible] AT07[illegible] REPO	4/85	$482.78	4 86	5 88	$11,228.92
MARKETING	G.M.A.C.	VAN AT070 REPO	4/85	$486.02	4/86	4 88	$11,228.92
MARKETING	G.M.A.C.	VAN AT072 REPO	4/85	$486.02	4/86	4 88	$11,228.92
MARKETING	G.M.A.C.	P.U. AT035 REPO	5/84	$[illegible]	4/86	5/87	$[illegible]
MARKETING	G.M.A.C.	P.U. AT[illegible] REPO	7/84	$[illegible]	4/86	7/87	$5,[illegible]
MARKETING	G.M.A.C.	P.U. AT042 REPO	8/84	$[illegible]	4/86	8/87	$[illegible]
MARKETING	G.M.A.C.	P.U. AT076 REPO	4/85	$382.46	4 86	4/88	$5,354.44
MARKETING	G.M.A.C.	P.U. AT074 REPO	4/85	$382.46	4 86	4/88	$5,354.44
MARKETING	G.M.A.C.	P.U. AT075 REPO	4 85	$382.46	4/86	4/88	$5,354.44
MARKETING	C.I.T.	TOWN CAR AT084 REPO	11/84	$518.23	5/86	11/87	$10,673.23
MARKETING	FORD	BLUE LTD. AT08B REPO	12/84	$378.95	5/86	12/87	$[illegible]
MARKETING	FORD	P.U. AT08B REPO	5/85	$387.51	5/86	5/88	$10,850.28

DIVISION	LEASE CO.	EQUIPMENT	DATE OF ORIGIN	MONTHLY PAYMENTS	DATE RETURNED	LEASE EXPIRATION	TOTAL $ REMAINING
MARKETING	FORD	P.U. AT087 REPO	5/85	$387.51	5/86	5/88	$10,850.28
MARKETING	FORD	TRACTOR AT063 REPO	7/85	$1,473.78	5/86	7/88	$41,265.84
MARKETING	FORD	TRACTOR AT053 REPO	11/84	$1,474.62	5/86	11 88	$51,[illegible]
MARKETING	FORD	TRACTOR AT049 REPO	11/84	$1,779.79	5/86	11/88	$62,[illegible]
MARKETING	FORD	P.U. AT089 REPO	5 85	$387.51	5/86	5/88	$10,850.28
MARKETING	FORD	P.U. AT060 REPO	12/84	$[illegible]	5/86	12/88	$11,[illegible]
CORPORATE	HELMSLEY-SPEAR 8400 W. 110TH ST. ST.120 OVERLAND PARK,KS 66210	110TH ST. OFFICES	12/85	$[illegible]	7/86	11 87	$126,[illegible]
[illegible]	HEWLETT-PACKARD P.O. BOX [illegible] CHICAGO,IL 6[illegible]	A.P. AUTO TEST	8/85	$6,[illegible]	7/86	7/8[illegible]	$[illegible]

ELECTRONICS	FORD MO. CO.	84 CLUB WAGON	10/84	$401.75	4/86	10/88	$[illegible]
ELECTRONICS	I.B.M. PO BOX 7519 CHICAGO,IL 60680	SERIES III MODEL 50	11/83	$460.00	5/86	"	$[illegible]
[illegible]	[illegible]	PETROLEUM PHONE SYSTEM	5/85	$375.25	"	7/87	$[illegible]
[illegible]	[illegible]	SERIES	10/84	$ [illegible]	"	10/87	$[illegible]
ANTENNA	[illegible]	IBM MACHINE	5/85	$70.00	6/86	4/88	$1,750.00
MARKETING	MID CON LIFT LINES PO BOX 11218 KANSAS CITY,KS 66111	CAT. LIFT TRUCK	4/85	$988.05	5/86	7/88	$24,701.25
ANTENNA	G.M.A.C.	84 OLDS	11/83	$249.44	1/86	10/87	$6,236.74
ANTENNA	G.M.A.C.	85 OLDS	12/84	$320.02	"	11/87	$8,760.44
ANTENNA	G.M.A.C.	85 CHEVY TRUCK	8/85	$278.34	4/86	11/87	$6,000.00
MICROWAVE	FORD MO. CO.	85 FORD LTD.	11/84	$447.45	5/86	10/87	$6,501.55
MICROWAVE	FORD MO. CO. PO BOX 686 KANSAS CITY,MO 64141	84 FORD TRUCK	10/84	$299.44	"	11/87	$6,488.80
MARKETING	FORD MO. CO. PO BOX 686 KANSAS CITY,MO 64141	84 FORD DROWN VIC	1/85	$275.95	5/86	11/87	$7,[illegible]
MARKETING	FORD MO. CO.	85 F350 TRUCK	6/85	$287.5[illegible]	"	4/88	$[illegible]
MARKETING	FORD MO. CO.	(3) 85 CLT 9000 TRUCKS	"	$4,668.39	"	9/87	$93,767.80
MARKETING	FORD MO. CO.	(3) F350 TRUCKS	"	$1,160.50	"	5/88	$30,225.78
MARKETING	G.M.A.C PO BOX 8557 KANSAS CITY,MO 64114	2) CHEVY TRUCKS	"	$711.27	"	7/87	
MARKETING	G.M.A.C	85 OLDS 88	"	$297.70	"	8/87	$7,156.60
MARKETING	G.M.A.C	(2) 85 CHEVY VANS	"	$953.44	"	5/88	$22,659.84

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SCHEDULE

DIVISION	LEASE CO.	EQUIPMENT	DATE OF LEASE	MONTHLY PAYMENTS	DATE PEAK	LEASE EXPIRATION	TOTAL PAYMENTS
METALS	IL P EQUIPMENT CREDIT PO BOX 77460 CHICAGO IL 60677	80S20 CLARK FORKTRUCK	3/95	$225.00	3/98	2/00	$5,850.00
METALS	B DIE FEDERAL SVC 717 W. DEMPSTER ST. DES PLAINES IL 60016	DENTRON 1000	3/95	$1,141.92	7/98	2/00	$34,257.60
			TOTALS	$109,875.23			$1,101,384.59

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Schedule 17

LEASES/OR RENT ON BUILDINGS
BIROVIEW SATELLITE COMMUNICATIONS, INC.

NAME & ADDRESS	PROPERTY	AMT. OF MO. RENT	DATE TO WHICH RENT WAS PAID PRIOR TO FILING	DEPOSIT
Helmsley Spear Ntl Realty Corp Cables Serv. 1227 Hicksville, NY 11820	8500 W. 110th O.P., KS	707.66 1,306.45 1,467.00 2,628.00 310.50 2,691.00 1,012.50 6,022.99 849.38 16,995.48	2/86	16,812
John Schultz 14th at Santa Fe P. O. Box 582 Chanute, KS 66720	516 W. Cherry Chanute, KS	1,500.00	8/31/86	-0-
Pamida, Inc. 8800 F Street Omaha, Nebraska 68103		5,000.00	07/86	10,000
Bank IV Trustee for City of Olathe IRB Olathe, Kansas		29,700.00 Int. 8,333.00 princ. $38,033.00 Total	06/86	-0-

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Schedule 18

a. Fire Loss 01/86
Fire by electrical shorting involving production equipment and leasehold improvements located in a leased facility at 309/311 N. Burch, Olathe, KS. Loss estimated at

$50,247.41	work in process
20,405.23	equipment at cost
32,223.60	
$102,876.24	

b. Reimbursement of fire losses in (a) above totalled $102,876.24.

In addition to the above, the debtor has a receivable resulting from a former employee's engagement in unauthorized cash transactions estimated at $12,500.00.

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COMPENSATION PAID OFFICERS AND DIRECTORS

8-30-85 to 8-15-86

Ed Gibson	Past Vice President - Marketing	$ 73,969.10
Charles A. Ross	Chairman, Director	129,275.00
Roger L. Mason	President	92,275.00
Steve Phillips	Past Vice President - Mfg.	37,425.00
Larry Joe Welch	Secretary and Controller	42,752.62

There have been no shareholders owning more than 20% of outstanding stock within the last year.

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Schedule 20.A.B (Page 1)

ITORNEY FEE S

OWERS

[illegible]

[illegible]

[illegible]

11/85 - 12/85	$9,542.93
	$9,500.00
	$16,909.47
1/86	$4,267.56
	$10,000.00
	$8,746.38

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5/85 - 11/85	$984.80
5/85 - 9/85	$311.05
7/85 - 9/85	$35.20
11/85 - 1/86	$76.40

SMITH, GILL, FISHER, & BUTTS INC.
ATTN: FEE COMMERCE BANK BLDG.
KANSAS CITY, MO 64105

5/85 - 9/85	$4,171.28
7/85 - 9/85	$1,811.51
11/85 - 1/86	$1,025.81

[illegible] BUSHNELL & WALTERS, LTD
[illegible] A. DAVISON BLVD.
[illegible], IL 60504

12/84 - 12/85	$720.00
5/85	**$5.15**

[illegible], BUDENGA, CARTER
[illegible] & REGLOW
P.O. BOX 1180
MARSHALLTOWN, IA 50158

2/85 - 5/85	$752.90

[illegible] & SCHERER
1600 M. BANK TOWER
221 W. 6TH ST.
AUSTIN, TX 78701

7/85	$ 92.67
5/85 - 9/85	$198.32

HENRY L. EDWARDS
WOODLAWN CENTRAL BLDG
[illegible]
[illegible], KS 67206

$2,569.70

[illegible]

[illegible]

[illegible]

Schedule 21

a. Officers & Directors

Charles A. Ross,	Chairman and Director	Overland Park, KS.
Roger L. Mason,	President	Overland Park, KS.
Larry J. Welch,	Secretary and Corporate Controller	Olathe, KS.
James C. Tyree,	Director	Chicago, IL.

There have been no shareholders owning more than 20% of outstanding stock within the last year.

b. Directors terminating relationship with the debtor

Robert D. McKay, Santa Anna, CA.	Personal Reasons
Dwight D. Blackwood, Chanute, KS.	Personal Reasons
Steven L. Phillips, Olathe, KS.	Personal Reasons
Edward L. Gibson, Overland Park, KS.	Resignation following involvement in unauthorized cash transactions.

There have been no shareholders owning more than 20% of outstanding stock within the last year.

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Schedule 11

PROPERTY IN HANDS OF THIRD PARTIES

STEVE PHILLIPS

LISTING	CIRCUMSTANCE
1 HP Computer 1 HP Printer	For use in consulting purposes for Birdview, as per agreed contract.

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FILED
RUSSELL L. BRENNER, CLERK

SEP 16 1986

U.S. COURT OF BANKRUPTCY
B. Dumais Dep.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE
DISTRICT OF
DIVISION

In the Matter of:	)	
	)	
BIRDVIEW SATELLITE COMM., INC.	)	Case No. 86-41150
	)	
	)	
Debtor [include here all names used by debtor within last 6 years]	)	
	)	

SCHEDULE A. - STATEMENT OF ALL DEBTS OF DEBTOR

Schedules A-1, A-2, and A-3 must include all claims against the debtor or his property as of the date of the filing of the petition by or against him. Creditors are to be listed alphabetically; the full and complete post office address, including box or street number, city or town, state and zip code, of the residence or place of business of each creditor shall be placed opposite his name. If an assignment of the account or debt is known to the petitioner or if he has knowledge that the debt is in the hands of an attorney or other agent for collection, that fact shall be stated immediately following the name of the original creditor and the full names and addresses of both the original creditor and assignee or agent shall be set forth but without twice extending the dollar amount of the debt. If a suit on such debt is pending in any court or if a judgment has been entered of record, the style of the case, docket number and the name and address of the court shall also be stated immediately following the name of the creditor or assignee or agent. The date on which each debt was contracted shall be given by month and year. Charge account debts (including bank charge accounts) shall indicate the date of the last charge made on the account.

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Schedule A-1. - Creditors having priority.

Nature of claim	Name of creditor and complete mailing address including zip code [if unknown, so state]	Specify when claim was incurred and the consideration therefor; when claim is contingent, unliquidated, disputed, or subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt.	Indicate if claim is contingent, unliquidated or disputed.	Amount of claim
a. Wages, salary, and commissions, including vacation, severance, and sick leave pay, owing to workmen, servants, clerks, or traveling or city salesmen on salary or commission basis, whole or part time, whether or not selling exclusively for the debtor, not exceeding $2,000 to each, earned within 90 days before filing of petition or cessation of business if earlier (specify date).	See Schedule A-1, a.			$ 53,809.88
b. Contributions to employee benefit plans for services rendered within 180 days before filing of petition or cessation of business, if earlier (specify date).	None			$ .00
c. Deposits by individuals, not exceeding $900 for each for purchase, lease, or rental of property or services for personal, family, or household use that were not delivered or provided.	None			$ .00
d. Taxes owing [itemize by type of tax and taxing authority] (1) To the United States; (2) To any state; (3) To any other taxing authority	See Schedule A.1d			$ 5,396.02 $ 4,335.02 $148,878.49
			Total:	$ 212,419.41

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Schedule A-2. - Creditors holding security.

Name of creditor and complete mailing address including zip code [if unknown, so state]	Description of security and date when obtained by creditor	Specify when claim was incurred and the consideration therefor; when claim is contingent, unliquidated, disputed, or subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt.	Indicate if claim is contingent, unliquidated or disputed	Market value	Amount of claim without deduction of value of security
				$	$

Totals are not presented as market value review is forthcoming.
Schedules A-2. of secured properties are submitted herewith.

Total: $ $

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Schedule A-3. - Creditors having unsecured claims without priority.

Name of creditor [including last known holder of any negotiable instrument] and complete mailing address including zip code [if unknown, so state]	Specify when claim was incurred and the consideration therefor; when claim is contingent, unliquidated, disputed, subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt.	Amount of Claim
		$
Schedule A-3.0 Trade payables is enclosed		$7,924,026.94
Other unvouched or contingent liabilities are to follow as necesssary audit activity is completed. Total cannot be presented.		
	Total:	$

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SCHEDULE B. - STATEMENT OF ALL PROPERTY OF DEBTOR

Schedules B-1, B-2, and B-3, and B-4 must include all property of the debtor as of the date of the filing of the petition by or against him.

Schedule B-1. - Real property.

Description and location of all real property in which debtor has an interest [including equitable and future interests, interests in estates by the entirety, community property, life estates, leaseholds, and rights and powers exercisable for his own benefit]	Nature of interest [specify all deeds and written instruments relating thereto]	Market value of debtor's interest without deduction for secured claims listed in Schedule A-2 or exemptions claimed in Schedule B-4
		$

Market values are being investigated. No total is presented and will be submitted as available.

Total $

Schedule B-2. - Personal property.

Type of Property	Description and location	Market value of debtor's interest without deduction for secured claims listed on Schedule A-2 or exemptions claimed in Schedule B-4.
a. Cash on hand	Totals are not presented herein. Detail will be presented as available.	($ 40,871.44)
b. Deposits of money with banking institutions, savings and loan associations, credit unions, public utility companies, landlords, and others.	Certificates of deposit only remainder of deposits forthcoming	314,237.12

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c. Household goods, supplies, and furnishings	Not applicable	
d. Books, pictures, and other art objects; stamp, coin, and other collections.	Not applicable	
e. Wearing apparel, jewelry, firearms, sports equipment, and other personal possessions.	Not applicable	
f. Automobiles, trucks, trailers, and other vehicles	Market value review forthcoming.	
g. Boats, motors, and their accessories	Not applicable	
h. Livestock, poultry, and other animals	Not applicable	
i. Farming supplies and implements	Not applicable	
j. Office equipment, furnishings, and supplies	Market value review forthcoming.	
k. Machinery, fixtures, equipment, and supplies [other than those listed in Items j and l] used in business	Market value review forthcoming.	
l. Inventory	Inventory at cost at 08-15-86	4,084,985.36
m. Tangible personal property of any other description	Not applicable	
n. Patents, copyrights, franchises, and other general intangibles [specify all documents and writings relating thereto]	Several patents pending of unknown value due to market conditions.	0.00

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o. Government and corporate bonds and other negotiable and non-negotiable instruments	Not applicable	
p. Other liquidated debts owing debtor	Not applicable	
q. Contingent and unliquidated claims of every nature, including counterclaims of the debtor [give estimated value of each]	Not applicable	
r. Interests in insurance policies [itemize surrender or refund values of each]	No cash value associated.	0.00
s. Annuities	Not applicable	
t. Stocks and interests in incorporated and unincorporated companies [itemize separately]	Not applicable	
u. Interests in partnerships	Not applicable	
v. Equitable and future interests, life estates, and rights or powers exercisable for the benefit of the debtor [specify all written instruments relating thereto]	Not applicable	
	All sections not reportable until detail is completed. No total is submitted.	**Total:** $

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Schedule B-3. - Property not otherwise scheduled.

Type of property	Description and location	Market value of debtor's interest without deduction for secured claims listed in Schedule A-2 or exemptions claimed in Schedule B-4
a. Property transferred under assignment for benefit of creditors, within 120 days prior to filing of petition [specify date of assignment, name and address of assignee, amount realized therefrom by the assignee, and disposition of proceeds so far as known to debtor]	See schedule	$937,800.00
b. Property of any kind not otherwise scheduled	Final review not complete, to be submitted as available.	
	Total is not presented due to lack of total information.	Total $

Debtor selects the following property as exempt pursuant to 11 U.S.C. §522(d) [or the laws of the State of _____]

Schedule B-4. - Property claims as exempt

Type of property	Location, description, and, so far as relevant to the claim of exemption, present use of property	Reference to statute creating the exemption	Value claimed exempt
			$
		Total	$

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Schedule A-1.d

TAXES OWING AT 08-15-86

TAXING AUTHORITY	TYPE TAX	AMOUNT
Employment Development Dept.	Disability Ins.	$ 16.83
State of California	Personal Income Tax	313.26
State of Michigan Withholding Tax Division	Withholding	195.24
N.C. Dept. of Revenue	Withholding	333.73
KS. Emp. Security Fund	SUTA	3,475.96
1st National Bank Olathe, KS	FUTA 06-30-86 08-15-86	 4,820.01 476.01
Neosho Co., KS.	Real Estate Tax Personal Property Tax	10,859.81 106,487.15
Johnson Co., KS.	Real Estate Tax Personal Property Tax	5,736.72 25,794.81
		$ 158,609.53

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Schedule A2

SEPTEMBER 2, 1986
BIRDVIEW SATELLITE COMMUNICATIONS
LEASED EQUIPMENT/MORTGAGES/LIENS
PAYMENTS TO BEE-

LIEN BY	LEASE CO.	EQUIPMENT	DATE OF ORIGIN	MONTHLY PAYMENT	LEASE EXPIRATION	PAYOFF AMOUNT
ANTENNA	PROVIDENT BANCORP	(2) 96 GREAT DANE TRLRS. (PRIOR-RB)	7/80	$1,140.75	6/91	
ANTENNA	PARTOR, INC.	5FT & 6.0 M. CHERRY	5/82	$5,000.00	5/90	
ANTENNA	BANK OF COMMERCE	55 ACRES FEE & BUILDING	12/87	$6,856.74	11/97	
ANTENNA	MERCANTILE BANK	3-STAGE WASHER, (BLACKLINE)	4/85	$1,269.44	3/90	
ANTENNA	TEXTRON FINANCIAL	(2) DL-6000 FORD TRACTORS, (3)GREAT DANE TRAILERS	8/85	$7,082.02	9/90	
MARKETING	GMAC	(1) 1985 CHEVY VANS (CORPORATE/MKTGING DIVISION)	5/85	$2,866.08	4/88	
CORPORATE	AFCO	INSURANCE PREMIUMS	3/86	$21,000.00	12/86	
ELECTRONICS	ANDRE BROTHERS	25 HP COMPRESSOR PIT-1605	10/84	$0.00	4/86	$2,573.41 (INTEREST)
ELECTRONICS	MAT L INVESTORS PENSION	ELECTRONICS BLDG CHANUTE	10/84	$1,000.00	9/97	
ELECTRONICS	CIT	IBM PC (DIXIE)	9/84	$121.76	8/87	
ELECTRONICS	TELAUTOGRAPH	(1) OMNIFAX (G-75) (CHERRY & OFFICE) SN.01625	2/86	$105.00	1/89	
ANTENNA	MIDLAND BANK	(1) V80E CATERPILLAR FORKLIFT	7/85	$662.04	6/90	
ANTENNA	ANDRE & OTHERS	(1) ATLAS DRYER 605-785-931	6/85	$257.50	5/88	$621.10
ANTENNA	MERCANTILE BANK	POWDER PAINT LINE	4/85	$3,016.97	3/90	
ANTENNA	MERCANTILE BANK	DEVILBIS BAKE OVEN	4/85	$427.45	3/89	
ANTENNA	MERCANTILE BANK	USED DRY-OFF OVEN	4/85	$468.88	3/89	
ANTENNA	INDUSTRY FINANCIAL	(2) V80E CAT FORK TRUCKS	1/83	$1,722.19	11/90	
ANTENNA	ANDRE BROTHERS	ATLAS COPCO AIR COMP. (SN. 750-579) SAU607PH	12/85	$772.50	7/88	PAID OFF
ANTENNA	FIRST MIDWEST BANK	FOUR CORP. SEAM WELDER	1/85	$1,019.40	11/89	
ANTENNA	FIRST MIDWEST BANK	100-HP AIR COMP., 60B DRYER, 604 DRYER (PAINT SHOP)	9/85	$757.03	8/90	
ANTENNA	BOULEVARD BANK	(2) ELECTROSTATIC GUNS & PUMP (PAINT SHOP)	8/85	$322.94	7/88	
ANTENNA	ANDRE BROTHERS	ATLAS-COPCO (1) 50-HP AIR COMP. SN. 745-837	2/85	$772.50	1/88	$1,160.16
MICROWAVE	PITNEY BOWES	COPY MACHINE SN# 4071029 MAIL ROOM	8/84	$586.25	7/89	
MICROWAVE	FINANCIAL ASSOCIATES	TEST EQUIPMENT: LEASER 1001-1,1001-2,1001-3 SCHEDULE	1/85	$10,446.52	12/89	

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ID [illegible]	LEASE CO.	EQUIPMENT	DATE OF ORIGIN	MONTHLY PAYMENT	LEASE EXPIRATION	PAYOFF AMOUNT
[illegible]	[illegible]	COMPUTER SYSTEM	2/85	$[illegible]	[illegible]	
[illegible]	CENTERRE BANK	31 EA. 5250 EMULATION KITS MODEL 2980	7/85	$209.00	[illegible]	
[illegible]	CENTERRE BANK	COMPUTER SYSTEM	4/85	$[illegible]	[illegible]	
[illegible]	CENTERRE BANK	[illegible]	2/85	$[illegible]	[illegible]	
		TOTAL MONTHLY PAYMENTS----------		$[illegible]	TOTAL PAYOFF	$[illegible]

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SEPTEMBER 3, 1985
BIRDVIEW SATELLITE COMMUNICATION
LEASED EQUIPMENT
TO BE RETURNED TO LEASING CO.

VENDOR	LEASE CO.	EQUIPMENT	DATE OF ORIGIN	MONTHLY PAYMENTS	DATE OF RETURN	LEASE EXPIRATION
MICROWAVE	EQUILEASE CORP. SCHEDULE A-1	1 EA. IBM 5531-001 XGA-160 HOT ROLL LAMINATOR SERIAL 1150 1 EA. PRESCRIPTA 4 CASSETTE RECORDER 3 EA. MPS-T786 TAPE FEEDERS	7/85	$183.[illegible]		[illegible]
MICROWAVE	PITNEY BOWES	COPY MACHINES LEASE# 5918445-001 LEASE# 5920397-001 LEASE# 5927413-001 LEASE# 6546493-001 LEASE# 5927405-001 LEASE# 5918210-001 LEASE# 6544977-001		UNKNOWN $159.65 $61.09 $17.67 $45.35 $229.69 $46.35		
MICROWAVE	EQUILEASE CORP. SCHEDULE A-2	9 EA. ELECTROCHEM MDP4275006 TRANSFORMERS 1 EA. TOLEDO MODEL 8188 SCALE SN. 60181[illegible] 2 EA. MICRO COMPONENT LR-6 REFLOW UNITS SN.1184278 & SN.1184286 MISC. ENTHONE PLATING TANKS, ETC.	7/85	$2,020.00		[illegible]
MICROWAVE	CIT SERVICES	1 EA. IBM PORTABLE P.C. SN.0058348 W/256K & 2 DRIVE W/ACCESSORIES	10/84	$187.20		[illegible]
MICROWAVE	CIT SERVICES	1 IBM PC SN.0826220 W/256K 2 DRIVES MONOCROME MONITOR SN.0263116 W/MONITOR & PRINTER ADAPTERS (1) EPSON FX100 PRINTER N471744 w/CABLE (1) MULTIPLAN & DOS 2.1 SOFTWARE	10/84	$187.85		[illegible]
MICROWAVE	CIT SERVICES	(1) IBM PC W/256K, 2 DISK DRIVES, MONITOR & PRINTER ADAPTER SN. 92620 (1) EPSON FX100 PRINTER & CABLE SN. 519765 (1) DOS 2.1	10/84	$[illegible]		[illegible]
MICROWAVE	EQUILEASE CORP.	1 EA. IAGE PERC.MP MPS1 SN. 159	12/84	$1,538.00		12/89
ELECTRONICS	EQUILEASE CORP.	EUBANKS WIRE WRAP, SERIES IV STRECKFUSS 3065 T. RADIAL COMP. STRECKFUSS 3042 CUTTING MACHINE BEND, FORM & CUT W/STRAIGHT DIE TO CUT (4) THORNTON CONVEYOR (1-30', 1-50', 1-100', 1-30') & (4) SCR CONTROLLERS	7/85	$1,172.00		7/90

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DIVISION	LEASE CO.	EQUIPMENT	DATE OF ORIGIN	MONTHLY PAYMENTS	DATE OF RETURN	LEASE EXPIRES
CLIFTON JS	CHK PARK NAT'L BANK SCHEDULE NO.&2	(1)EA. AQUAMATIC II-ES ULTRASONIC CLEANING SYSTEM SN.84-177	1 85	$555.00		1/88
ELECTRONICS	CHK PARK NAT'L BANK LEASE NO. 387	1 EA. JENCOR 540 PRINTED CIRCUIT PROFILER W/ACCESSORIES	6/85	$955.00		6/8
LEDY CLIFF	INTERNATIONAL FUNDING LEASE #45-07	1 EA. UNIVERSAL DUAL HEAD AXIAL LEAD INSERTER MODEL #2950 W/ACCESSORIES 1 EA. AXIAL LEAD SEQUENCER 60 STATIONS	5 85	$4,091.75		5 8
ANTENNA	JOHN SCHULTZ	BOB W. CHERRY	12/84	$1.5 [illegible]		12 87
ANTENNA	OBB & PRICE	MINOLTA SW2 CC-IIP (SN. 1e550e3)	7/84	$130.00		7/87
ANTENNA	W. R. PAYNE CO.	ROTATING DISH WELDER (PAINT SHOP)	11/85	$567.95		11/88
ANTENNA	FIRST NORWEST BANK	RECIP. PAINTERS, (2) ATLAS 25 HP. AIR COMP. & GIBSON LIFT GAFFEY CRANE. (2) FD11B ATLAS AIR DRYERS	4 85	$2,072.24		4/91
ANTENNA	PITNEY-BOWES	POSTAGE METER MODEL 5080 (LEND.)				
ANTENNA	HELLER FINANCIAL	CINCINNATI CONVEYOR FAB SHOP	8 85	$444.94		8/90
ANTENNA	HELLER FINANCIAL	CUT-TO-LENGTH LINE (FAB SHOP)	8 85	$7,101.91		8/90
ANTENNA	MINSTAR FINANCIAL	OXFOIL BATH EXT. FORMER (SPIN SHOP)	10/85	$3,624.00		10/90
ANTENNA	HELLER FINANCIAL	CINCINNATI HYD. SHEAR (FAB SHOP)	8/85	$888.75		8/90
ANTENNA	HELLER FINANCIAL	(2) WELDING SOURCES (ON WEBB EQUIP., SPIN SHOP)	8/85	$862.72		8/90
ANTENNA	HELLER FINANCIAL	(2) WEBB SEAMERS (SPIN SHOP)	8 85	$1,319.60		8/90
ANTENNA	BOULEVARD STATE BANK	(2) PD-378 BLUE PRINT COPIERS (1 LIND.& 1 ANT.)				
ANTENNA	MIDLAND NAT'L BANK	(1) VC60C CAT. LIFT TRUCK	7/85	$764.05		7/88
ANTENNA	MIDLAND NAT'L BANK	(1) V50D CAT. LIFT TRUCK	7/85	$642.48		7/88
ANTENNA	BOULEVARD STATE BANK	HURCO SM-1 MILLING MACH (FAB SHOP)	7 85	$[illegible]		5 88
ANTENNA	CENTERRE BANK	BURROUGH'S FASCIMILE MODEL 3606. SN. 102709	10/84	$157.40		10 87
CORPORATE	CITY OF OLATHE	SEE ATTACHED LIST (IRB)		$38,103.00		
ELECTRONICS	BURROUGHS CORP.	BNA DACSN8226 BNA SN3225 BNA ISN3014		$325.00 $325.00 $300.00		
ANTENNA	BURROUGHS CORP.	BNA BN2I 82R		$[illegible]		

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DIVISION	LEASE CO.	EQUIPMENT	DATE OF ORIGIN	MONTHLY PAYMENTS	DATE OF RETURN	LEASE EXPIRATION
CORPORATE	CITY OF SPRING HILL	INDUSTRIAL PARK TOTAL INDEBT.				
CORPORATE	COMM. NAT'L BANK, TULSA	INDUSTRIAL PARK TOTAL INDEBT.		$479,101.00		
		TOTAL MONTHLY PAYMENTS		$[illegible]		

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Schedule B-3/a

SEPTEMBER 3, 1986
BIRDVIEW SATELLITE COMMUNICATION
LEASED EQUIPMENT
RETURNED TO LEASING CO.

DEALER	LEASE CO.	EQUIPMENT	DATE RETURNED	BOOK VALUE	FAIR MKT. VALUE
ELECTRONICS	CIRCLE BUSINESS FILE NO. 54148 LOS ANGELES, CA 90074	IBM-PC & PCJ TERM.	6/86	$1,122.00	$500.00
ANTENNA	MIDCOM LIFT LEASE PO BOX 31248 CHICAGO, IL 60631	JOHN DEERE LIFT TRUCK	6/86	$7,425.00	$5,000.00
METALS	INTERNATL FUNDING 2 NORTHFIELD PLAZA #200 NORTHFIELD, IL 60093 *DOUGLAS BANK P.O. BOX 1450 KANSAS CITY, KS 66117	SUPER 11 SE ENGINE LATHE 4½ CENTRUM 1100 TURRET PUNCH DI-ACRO 48W. PRESS W/FEEDER	7/86	$112,712.29	$4,000.00 $60,000.00 $5,000.00
ELECTRONICS	MIDCOM LIFT LEASE (FIRST MIDWEST BANK) INSTALLMENT LOAN DEPT 214 WASHINGTON ST. WAUKEGAN, IL 60085	FORD CAT LIFT TRUCK	6/86	$12,141.66	$5,000.00
METALS	GEN. EQUIP. LEASING (FIRST MIDWEST BANK) INSTALLMENT LOAN DEPT. 214 WASHINGTON ST. WAUKEGAN, IL 60085	AMADA PRESS W/FEEDER	7/10/86	$6,212.28	$4,000.00
METALS	AMERICAN FLETCHER 111 MONUMENT CIRCLE ST.510 INDIANAPOLIS, IN 46277	BROWN & SHARPE CNC LATHE	7/18/86	$109,061.66	$80,000.00
METALS	GEN. EQUIP. LEASING *CREDIT ALLIANCE P.O. BOX 1450 DES PLAINES, IL 60017	(1) BURGMASTER DRILL PRESS & TOOLING (2) AIDA 176-TON PRESSES (2) AIR-FEEDS & REELS & STRAIGHTENER (1) 66 TON AIDA PRESS (1) DI-ACRO HAND PUNCH & STAND (1) DI-ACRO TAB NOTCHER & STAND (8) MICRO/LEVEL ISOLATORS (1) MARCO SM-1 MILLING MACHINE & TOOLING (1) TIMESAVER MTL. FIN. MACHINE	7/10/86	$267,136.59	$5,000.00 $50,000.00 $12,000.00 $15,000.00 $1,000.00 $1,000.00 $2,000.00 $5,750.00 $6,000.00
ANTENNA	PRIOR LEASING PO BOX 7058 WICHITA, KS 67201	DAK DESK, CREDENZA, CAB T & CONF. TABLE	7/86	$4,851.91	$2,000.00
ANTENNA	PRIOR LEASING	HOBART WELDER & TOOLING	8/86	$14,469.96	$5,000.00

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PO BOX 3958
[illegible],KS 67201

[illegible]	INTERNATL FUNDING 2 NORTHFIELD PLAZA #230 NORTHFIELD,IL 60093 [illegible] P.O. BOX 35187 DALLAS, TX 75235	(1) LVD CHALLENGER B-[illegible] (2) LVD HYD. PRESS BRAKES (2) HURCO AUTOBEND BACKING SYSTEMS (1) BRCB VERTICLE BANDSAW (1) HURCO B/H, LVD MACHINE CTR. (1) HYSOF JOHNSON HDF.D. BAND SAW (2) SET PUNCHES & DIES (1) ENCO MAIER 10BE ENG. LATHE & TOOLING	[illegible]/86	$[illegible],[illegible].72	$[illegible].00 $12,500.00 $[illegible].00 $3,[illegible].00 $1,[illegible].00 $[illegible].00 $[illegible].00
[illegible]	BRAKE FEDERAL 4747 DEMPSTER BRAKE, IL 60076	DENTSPLY 1000 TURRET PRESS	7/86	$[illegible],000.00	$[illegible].00
[illegible]RANE	FORD MOTOR CO. ACCT.#[illegible]-SHEETS PARKLANE TOWERS WEST SUITE 1120 DEARBORN, MI 48126	(1) E. MAS w/ 4'6" ROUTER DRILLER W/ACCESSORIES ENCOR	5/15/86	$[illegible],[illegible].44	$40,[illegible].00
[illegible]RANE	H.S.M. EQUIPMENT LEASING 1101 E. BIRD ST. [illegible]	MISC OFFICE SUPPLIES MISC LEASES	7/86	$[illegible],750.00	$6,000.00
[illegible]ETING	INTERNAT'L FUNDING 2 NORTHFIELD PLAZA #230 NORTHFIELD,IL 60093	(1) FORD CL8000 DIESEL DAVE TRAILERS	5/14/86	$14[illegible].[illegible]	$4[illegible].[illegible]
[illegible]NTENANCE	BRAKE FEDERAL 4747 W. DEMPSTER ST. BRAKE,IL 60076	E-COAT SYSTEM	5/86	$214,[illegible].34	$150,[illegible].00
[illegible]ARKETING	B.M.A.C. P.O. BOX [illegible] TOPEKA, KS 66601	VAN AT071 REPO	4/86	$11,941.47	
MARKETING	B.M.A.C.	VAN AT065 REPO	4/86	$11,941.47	
MARKETING	B.M.A.C.	VAN AT077 REPO	4/86	$12,128.87	
MARKETING	B.M.A.C.	VAN AT078 REPO	4/86	$12,020.87	
MARKETING	B.M.A.C.	VAN AT080 REPO	4/86	$12,020.87	
MARKETING	B.M.A.C.	VAN AT082 REPO	4/86	$12,128.87	
MARKETING	B.M.A.C.	VAN AT081 REPO	4/86	$12,128.87	
MARKETING	B.M.A.C.	VAN AT083 REPO	4/86	$12,020.87	
MARKETING	B.M.A.C.	VAN AT066 REPO	4/86	$12,02[illegible].87	
MARKETING	B.M.A.C.	VAN AT070 REPO	4/86	$11,941.47	

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MARKETING	B.M.A.C.	VAN AT073 REPO	4/86	$12,022.28	
MARKETING	B.M.A.C.	VAN AT072 REPO	4/86	$12,022.28	
MARKETING	B.M.A.C.	P.U. AT035 REPO	4/86	$8,568.00	
MARKETING	B.M.A.C.	P.U. AT041 REPO	4/86	$8,898.67	
MARKETING	B.M.A.C.	P.U. AT042 REPO	4/86	$4,277.68	
MARKETING	B.M.A.C.	P.U. AT076 REPO	4/86	$8,247.00	
MARKETING	B.M.A.C.	P.U. AT074 REPO	4/86	$8,247.00	
MARKETING	B.M.A.C.	P.U. AT075 REPO	4/86	$8,247.00	
MARKETING	FORD P.O. BOX 8003 KANSAS CITY, MO 64141	VAN E-A T058 REPO	5/86	$14,881.37	$15,000.00
MARKETING	FORD	BLUE LTD. AT056 REPO	6/86	$7,320.96	$5,200.00
MARKETING	FORD	P.U. AT088 REPO	6/86	$9,305.05	$5,900.00
MARKETING	FORD	P.U. AT087 REPO	6/86	$9,305.05	$5,900.00
MARKETING	FORD	TRACTOR LT9000 1985	6/1/86	$34,740.14	$5,900.00
MARKETING	FORD	TRACTOR LN9000 1985	6/1/86	$16,547.47	$15,000.00
MARKETING	FORD	TRACTOR LNT9000 1985	6/1/86	$16,126.43	$15,000.00
MARKETING	FORD	F350 1TON PU 1986	6/1/86	$19,928.13	$15,000.00
MARKETING	FORD	P.U. AT060 REPO	6/86	$5,531.13	$5,000.00
ELECTRONICS	HEWLETT-PACKARD PO BOX 91360 CHICAGO.IL 60693	H.P. AUTO TEST	7/86	$259,272.19	$25,000.00
ELECTRONICS	FORD MO. CO.	94 CLUB WAGON	5/16/86	$9,955.88	$7,000.00
ANTENNA	SUPERIOR NAT L BANK 3100 MAIN KANSAS CITY, MO 64111	REPUBLIC PHONE SYSTEM	2/86	$10,615.69	$3,300.00
ANTENNA	SOUTHWEST BANK PO BOX 20066 KANSAS CITY,MO 64141	COPIER	6/86	$4,457.08	$500.00
ANTENNA	HALL S REFRIGERATION	ICE MACHINE	6/86	$1,250.28	$590.00

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SCHEDULE B-3/a

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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FORD MO. CO. PO BOX 638 KANSAS CITY,MO 64141	84 FORD TRUCK	[illegible]	$4,378.87	$4,000.00
MARKETING	FORD MO. CO. PO BOX 638 KANSAS CITY,MO 64141	84 FORD CROWN V.I.C	6/18/86	$7,230.96	$7,200.00
METALS	CLARK EQUIPMENT CREDIT CIRCLE DRIVE BUCHANAN, MI 49107	B6500 CLARK FORKTRUCK	6/15/86	$11,211.90	$7,000.00
METALS	[illegible] P.O. BOX 0844 LOUISVILLE, KY 40201	DEPIER	[illegible]	$2,208.62	$1,500.00
		TOTAL		$2,102,785.48	$549,240.00

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4402 EAST 53RD ST.
[illegible] TOWN,MO 64133

GC#9857

FEDERAL ELECTION COMMISSION
88 JUL 19 AM 8:40

Bill Graves
Secretary of State

2nd Floor, State Capitol
Topeka, KS 66612-1594
(913) 296-2236

STATE OF KANSAS

MUR 2582

July 14, 1988

FEDERAL ELECTION COMMISSION
Office of General Counsel
999 E Street, N.W.
WAshington, D.C. 20463

RECEIVED
FEDERAL ELECTION COMMISSION
88 JUL 19 AM 10:05

RE: Dole For Senate Committee, Inc.

_____ Certified Articles of Incorporation

_____ Certified Annual Report

_____ Certified Amendment

_____ Certified Certificate of good standing

_____ Certificate of Fact

_____ Uncertified Articles of Incorporation (application) or (agreement)

XXXXX Uncertified Annual report

_____ Uncertified amendment

_____ Written Record Search

___ We are in receipt of you $_____ which covers the fee.

*___ The fee is $ _____. Please remit.

___ The fee is $_____ Please remit additional $_____.

XXX The fee is $__8.00__. Overpayment of $__6.00___ will be refunded.

PLEASE MAKE CHECKS PAYABLE TO THE SECRETARY OF STATE

Please return this form with you remittance.
KLD

95U43681775

NOT FOR PROFIT CORPORATION ANNUAL REPORT

1980

1. Name of Corporation: 1980 Dole for Senate Committee, Inc.

2. Location of Principal Office: 606 Merchants National Bank Building
(Street and Number)

Topeka (City) Shawnee (County) Kansas (State) 66612 (Zip Code)

3. List the names and addresses of the following OFFICERS of the corporation.

NAME	RESIDENCE ADDRESS (Street Address)	(City)	(State)	(Zip Code)
President: Dave C. Owens	P.O. Box 8		Stanley, Ks	66223
Secretary: Charles L. Clinkenbeard	2874 Jewell		Topeka, KS	66614
Treasurer: Charles L. Clinkenbeard	2874 Jewell		Topeka, KS	66614

4. List the names and addresses of the BOARD OF DIRECTORS of the corporation.

NAME	RESIDENCE ADDRESS (Street Address)	(City)	(State)	(Zip Code)
Dave C. Owens	P.O. Box 8		Stanley, KS	66223
Charles L. Clinkenbeard	2874 Jewell		Topeka, KS	66614

If the corporation is authorized to issue capital stock, complete items 4(a) and 4(b). If the corporation has no authorized stock, complete item 5.

4(a) AUTHORIZED STOCK

CLASS (e.g., Common: A, B, Preferred)	AMOUNT OF CAPITAL STOCK AUTHORIZED	PAR VALUE PER SHARE
	None	

4(b) ISSUED CAPITAL STOCK

AMOUNT OF CAPITAL STOCK ISSUED	AMOUNT OF CAPITAL STOCK PAID UP

5. Number of Memberships: None

6. STATEMENT OF ASSETS AND LIABILITIES & NET WORTH

(a) Fiscal Year Ending: 12/31/80
(Month, Day & Year)

ASSETS	Amount	Total
(b) Cash		102,186.24
(c) Trade notes and accounts receivable		
Less allowance for bad debts		
(d) Inventories		
(e) Govt. obligations: U.S. and its instrumentalities		
State, subdivisions thereof, etc.		
(f) Tax exempt bonds		
(g) Loans to stockholders		
(h) Mortgage and real estate loans		
(i) Other investments		
(j) Buildings and other depreciable assets	25,964.90	
Less accumulated depreciation	0	25,964.90
(k) Depletable assets		
Less accumulated depletion		
(l) Land (net of any amortization)		
(m) Intangible assets (amortizable only)		
Less accumulated amortization		
(n) Other assets		
(o) Total assets		128,151.14

LIABILITIES AND NET WORTH	Amount	Total
(p) Accounts payable		12,846.07
(q) Mtges., notes, bonds payable in less than 1 yr.		
(r) Other current liabilities		1,165.47
(s) Contributions, gifts, grants, etc., payable		
(t) Mtges., notes, bonds payable in 1 yr. or more		
(u) Other liabilities		
(v) Total liabilities		14,011.54
(w) Capital stock: Stock		
Principal fund		
(x) Paid-in or capital surplus		
(y) Retained earnings - fund balance		114,139.60
(z) Income fund		
(aa) Less cost of treasury stock		( )
(bb) Net worth		114,139.60
(cc) Total liabilities and net worth/equity		128,151.14

any land [illegible] State that is used or

EXCEPTIONS [illegible] farming or agricultural purposes for reporting:

(a) A parcel of land of less than 10 acres,

(b) Contiguous tracts of land which in the aggregate are less than 10 acres, or

(c) [illegible]

Does the corporation own or lease any land in Kansas which is USED OR USABLE for Farming or Agricultural or Horticultural Purposes? Yes ____ No X

If "No" proceed to the signature section.

If "Yes" complete (a), (b), (c).

(a) State the Total Number of Shareholders of the Corporation.

(b) State the Value of Agricultural and Nonagricultural assets that are owned and controlled by the corporation, [illegible] within and without Kansas, and where they are situated.

		VALUE	WHERE SITUATED
WITHIN KANSAS	AGRICULTURAL	$	
	NONAGRICULTURAL	$	
WITHOUT KANSAS	AGRICULTURAL	$	
	NONAGRICULTURAL	$	

(c) State the Acreage and Location by Section, Range, Township and County of each lot, tract or parcel of land in this State that is owned or leased by the corporation and used or usable for farming or agricultural or horticultural purposes. Also, state the purposes for which the land is owned or leased. If more space is needed, attach additional pages.

County	No. of Acres	Legal Description by Section, Range, and Township of each Lot, Tract or Parcel	Owned or Leased	Purpose(s)

[illegible] County } ss.

[illegible] Treasurer or Secretary, of lawful age, being first duly sworn on oath, says: That I executed the foregoing report in the name of and on behalf of the corporation named in No. 1 of this report and that to the best of my knowledge the items contained herein are true and correct.

Mark L. Bennett
(Signature of President, Treasurer, or Secretary (Check one))

SHIRLEY R. HUDSON
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires:
[illegible] 85

Subscribed and sworn to before me this 10th day of March 19 84

Shirley R. Hudson
(Signature of Notary Public)

My appointment or commission expires: January 31 1985

A filing privilege fee of $5.00 must accompany this report. Please make check payable and mail to Secretary of State, P.O. Box 1834, Topeka, Kansas 66601.

(Date of Organization) 12/31/50

17,000 shs @ $1.00

NOTICE

This section shall not be construed to [illegible] any other [illegible] provided by law.

NOT FOR PROFIT CORPORATION ANNUAL REPORT

(1981)

1. Name of Corporation: 1980 ROLE FOR SENATE COMMITTEE — I.D. NO. D62228

2. Location of Principal Office: C/O CHARLES CLINKENBEARD, 600 MERCHANTS NATION, TOPEKA, KS. 66612

(City) (County) (State) (Zip Code)

3. List the names and addresses of the following OFFICERS of the corporation:

	NAME	RESIDENCE ADDRESS (Street Address)	(City)	(State)	(Zip Code)
President	Dave C. Owens	P.O. Box 8	Stanley,	Kansas	66223
Secretary	Charles L. Clinkenbeard	2874 Jewell	Topeka,	Kansas	66614
Treasurer	Charles L. Clinkenbeard	2874 Jewell	Topeka,	Kansas	66614

List the names and addresses of the BOARD OF DIRECTORS of the corporation:

NAME	RESIDENCE ADDRESS (Street Address)	(City)	(State)	(Zip Code)
Dave Owens	P.O. Box 8	Stanley,	Kansas	66223
Charles L. Clinkenbeard	2874 Jewell	Topeka,	Kansas	66614

4. If the corporation is authorized to issue capital stock, complete items 4(a) and 4(b). If the corporation has no authorized stock, complete item 5.

(a) AUTHORIZED STOCK

CLASS (e.g., Common; A, B; Preferred)	AMOUNT OF CAPITAL STOCK AUTHORIZED	PAR VALUE PER SHARE

(b) ISSUED CAPITAL STOCK

AMOUNT OF CAPITAL STOCK ISSUED	AMOUNT OF CAPITAL STOCK PAID UP

5. Number of Memberships: None

6. STATEMENT OF ASSETS AND LIABILITIES & NET WORTH

(a) Tax Year Ending December 31, 1981 (Month, Day & Year)

ASSETS	Amount	Total	LIABILITIES AND NET WORTH	Amount	Total
(b) Cash		56,086.07	(p) Accounts payable		
(c) Trade notes and accounts receivable			(q) Mtges., notes, bonds payable in less than 1 yr.		
Less allowance for bad debts			(r) Other current liabilities		
(d) Inventories			(s) Contributions, gifts, grants, etc., payable		
(e) Gov't obligations U. S. and instrumentalities			(t) Mtges., notes, bonds payable in 1 yr or more		
State, subdivisions thereof, etc.			(u) Other liabilities		
(f) Other current assets			(v) Total liabilities		
(g) Loans to stockholders			(w) Capital stock: Stock		
(h) Mortgage and real estate loans			Principal fund		
(i) Other investments			(x) Paid-in or capital surplus		
(j) Buildings and other fixed depreciable assets	20,514.90		(y) Retained earnings		
Less accumulated depreciation		20,514.90	(z) Income fund		
(k) Depletable assets			(aa) Less cost of treasury stock		( )
Less accumulated depreciation			(bb) Net worth		74,600.97
(l) Land (net of any amortization)			(cc) Total liabilities and stockholders' equity		74,600.97
(m) Intangible assets (amortizable only)					
Less accumulated amortization					
(n) Other assets					
(o) Total assets		74,600.97			

(Note: Lines (o) and (cc) must be identical)

9504368179

usable for farming or agricultural [illegible] purposes.

EXCEPTIONS to No. 7

The following shall not be deemed land used or usable for farming or agricultural purposes for reporting:

(a) Tracts of land of less than 10 acres, or

(b) Contiguous tracts of land which in the aggregate are of less than 10 acres, or

(c) State accessed railroad operating property.

Does the corporation own or lease any Land in Kansas which is USED OR USABLE for Farming or Agricultural or Horticultural Purposes? Yes _____ No X

If "No," proceed to the signature section.

If "Yes," complete (a), (b), (c).

(a) State the Total Number of Stockholders of the Corporation: _____

(b) State the Value of Agricultural and Nonagricultural assets that are owned and controlled by the corporation both within and without Kansas, and where they are situated.

		VALUE	WHERE SITUATED
WITHIN KANSAS	AGRICULTURAL	0	
	NONAGRICULTURAL	0	
WITHOUT KANSAS	AGRICULTURAL	0	
	NONAGRICULTURAL	0	

(c) State the Acreage and Location by Section, Range, Township and County of each lot, tract or parcel of land in this State that is owned or leased by the corporation and used or usable for farming or agricultural or horticultural purposes. Also, state the purposes for which the land is owned or leased. If more space is required, attach additional pages.

County	No. of Acres	Legal Description—By Section, Range, and Township of such Lot, Tract or Parcel	Owned or Leased	Purpose

State of Kansas

Shawnee County } ss.

I, the President, Treasurer, or Secretary, of lawful age, being first duly sworn, say: That I executed the foregoing report in the name of and on behalf of the corporation named in No. 1 of this report and that to the best of my knowledge the items contained herein are true and correct.

Charles L Clubenbaugh
Signature of President, Treasurer, or Secretary (Checkone)

Subscribed and sworn to before me this 12th day of March 19 82

SHIRLEY R. HUDSON
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires 1-31-86

Shirley R. Hudson
Signature of Notary Public

My commission expires: January 31, 1985

The annual privilege fee of $5.00 must accompany this report. Please make check payable and mail to Secretary of State, State Capitol, Topeka, Kansas 66612.

D-0222 12-31-81

KANSAS ANNUAL REPORT
NOT FOR PROFIT CORPORATION

1980 Dole for Senate Committee, Inc.
(Name of Corporation)

606 Merchants National Bank
Topeka, Kansas 66612

For fiscal or calendar year ending 12-31-81

MAR 15 1 79720 ***5.00

NOTICE

K.S.A. 17-7510, as amended, provides that:

2(c) In addition to any other penalties, the failure of any domestic corporation to file the annual report in accordance with the provisions of this act or to pay the annual taxes herein provided for within ninety (90) days of the time for filing and paying the same shall work the forfeiture of the articles of incorporation of such domestic corporation . . .

"(b) In addition to any other penalties, the failure of any foreign corporation to file the annual report or pay the annual franchise taxes prescribed by this act within ninety (90) days from the time provided for filing and paying the same shall work a forfeiture of the right or authority to do business in this state. This section shall not be construed to [illegible] the date from which penalties provided by law

1982

KANSAS NOT FOR PROFIT CORPORATION ANNUAL REPORT

1. Name of corporation: 1980 Dole for Senate Committee, Inc.
2. Location of principal office: 2 Charles L. Clinkenbeard, 606 Merchants National Bank Building
(Street and Number)
Topeka (City) Shawnee (County) Kansas (State) 66612 (Zip Code)

3. List the names and addresses of the following OFFICERS of the corporation

Name	Residence Address (Street Address)	(City)	(State)	(Zip Code)
President Dave C. Arens	P.O. Box 8	Stanley	Kansas	66223
Secretary Charles L. Clinkenbeard	2874 Jewell	Topeka	Kansas	66611
Treasurer Charles L. Clinkenbeard	2874 Jewell	Topeka	Kansas	66611

List the names and addresses of the BOARD OF DIRECTORS of the corporation

Name	Residence Address (Street Address)	(City)	(State)	(Zip Code)
Dave Arens	P.O. Box 8	Stanley	Kansas	66223
Charles L. Clinkenbeard	2874 Jewell	Topeka	Kansas	66611

4. If the corporation is authorized to issue capital stock, complete items 4(a) and 4(b). If the corporation has no authorized stock, complete item 5.

(a) AUTHORIZED STOCK

CLASS (e.g. Common A, B, Preferred)	NUMBER OF SHARES OF CAPITAL STOCK AUTHORIZED	PAR VALUE PER SHARE
		$
		$
		$
		$

(b) ISSUED CAPITAL STOCK

NUMBER OF SHARES OF CAPITAL STOCK ISSUED	AMOUNT OF CAPITAL STOCK PAID UP
	$
	$
	$
	$

5. Number of Shareholders: None

6. Complete the following statement of assets, liabilities and net worth of the corporation as of the end of the tax year
a. This statement covers the tax year which ended 12-31-82 (Month, Day and Year)

(Do not write in shaded areas)

ASSETS	AMOUNT	TOTAL	LIABILITIES AND SHAREHOLDERS EQUITY	AMOUNT	TOTAL
a. Cash		51,916	a. Accounts payable		
b. Notes and accounts receivable			b. Mortgages, notes, bonds payable in less than 1 year		
c. Less allowance for bad debts			c. Other current liabilities		
d. Inventories			d. Contributions, gifts, grants etc. payable		
e. Investments in Government obligations:			e. Mortgages, notes, bonds payable in 1 year or more		
f. U.S. and instrumentalities			f. Other liabilities		
g. States, subdivisions thereof, etc.			g. Total liabilities		
h. Other investments			i. Capital stock:		
i. Buildings and other fixed depreciable assets	20,515		j. Shares		
j. Less accumulated depreciation		20,515	k. Paid-in or capital surplus		
k. Land (other than land on which depreciable buildings are located)			l. Retained earnings		
l. Other assets			m. Income fund		72,431
m. Total assets			n. Less cost of treasury stock	( )	
			o. Net worth		
n. TOTAL ASSETS		72,431	p. TOTAL LIABILITIES AND SHAREHOLDERS EQUITY		72,431

(NOTE: Lines n. and p. must be identical.)

KANSAS NOT FOR PROFIT CORPORATION

...value of agricultural and nonagricultural assets that are owned and controlled by the corporation, both within and without Kansas, and ...

	Value	Where Situated
Agricultural	$	
Nonagricultural	$	
Agricultural	$	
Nonagricultural	$	

...the information below for each lot, tract or parcel of agricultural land in Kansas which is owned or leased by the corporation. ...space is needed attach additional pages.)

Location of tract or lot				Number of acres	Irrigated		Purposes for which land is owned or leased	Indicate for each tract or parcel if the tract is			
					Yes	No		Owned in fee	Owned subject to ...	Leased	If leased by the corporation, indicate by check mark whether ...

...following giving total agricultural acres:

Total acres owned and operated .....

Total acres owned or operated AND irrigated .....

Total acres leased BY the corporation .....

Total acres leased BY the corporation AND irrigated .....

Total acres leased TO the corporation .....

Total acres leased TO the corporation AND irrigated .....

IMPORTANT NOTICE

Please read carefully.

TO FILE THIS REPORT: If your corporation is not required to file a Kansas income tax return, this report is due on or before April 15th. An extension of time for filing this report may be granted. A request for an extension of time must be made directly to this office prior to the due date of the report.

If your corporation is required to file a Kansas income tax return, this report is due on or before the due date of the corporation income tax return. You may obtain an extension of time for filing this report by filing with the Secretary of State a copy of an application for extension of time for filing the federal or state income tax return prior to the due date of the report.

...Item #8 must be notarized ...

QUESTIONS AND ASSISTANCE: If you have questions, or if you need assistance in completing this report, please call or write the Secretary of State's office, Secretary of State, State Capitol, Topeka, KS 66612 (913) 296-...

8. State of Kansas

Shawnee County

I, The President, Treasurer, or Secretary, of lawful age, being first duly sworn, certify that I executed the foregoing report on behalf of the corporation named in item 1 of this report, and that to the best of my knowledge the items contained herein are true and correct.

(Signature) H. Clinkenbeard
(Title) President, Treasurer or Secretary, as the case may be

Subscribed and sworn ... 24th day of March 1983

SHIRLEY R. HUDSON

B Shirley R Hudson
Signature of Notary Public

(SEAL) My Appointment Expires: 1-21-86

My ... expires: January 31, 1985

The annual privilege fee of $5.00 must accompany this report. Please make check payable and mail to Secretary of State, State Capitol, Topeka, Kansas 66612.

KANSAS ANNUAL REPORT
NOT FOR PROFIT CORPORATION

Mail to: JACK H. BRIER
Secretary of State
State Capitol
Topeka, Kansas 66612

TO DOLE FOR SENATE COMMITTEE
INC.
CHARLES CLINKENBEARD
MERCHANTS NATIONAL
KS 66612

NOTICE

K.S.A. 17-7510, as amended, provides that ... shall be ... in any ... unless the ... report ... has been ... in the ... office ... days ... the ... date ... by ... law ... This ... may ... be ... by ... the ... of ... the ... or ... by ... the ... of ... the ... or ... by ... the ... of ... the ... or

KANSAS NOT FOR PROFIT CORPORATION ANNUAL REPORT

1983

1. Name of corporation: 1980 Dole for Senate Committee, Inc.
2. Location of principal office: %Charles L. Clinkenbeard, 606 Merchants National Bank Building
(Street and Number)
Topeka (City) Shawnee (County) Kansas (State) 66612 (Zip Code)

3. List the names and addresses of the following OFFICERS of the corporation:

Name	Residence Address (Street Address)	(City)	(State)	(Zip Code)
President: Dave C. Orene	P.O. Box 8	Stanley	Kansas	66223
Secretary: Charles L. Clinkenbeard	2874 Jewell	Topeka	Kansas	66611
Treasurer: Charles L. Clinkenbeard	2874 Jewell	Topeka	Kansas	66611

4. List the names and addresses of the BOARD OF DIRECTORS of the corporation:

Name	Residence Address (Street Address)	(City)	(State)	(Zip Code)
Dave C. Orene	P.O. Box 8	Stanley	Kansas	66223
Charles L. Clinkenbeard	2874 Jewell	Topeka	Kansas	66611

5. If the corporation is authorized to issue capital stock, complete items 4(a) and 4(b). If the corporation has no authorized stock, complete item 5.

4(a) AUTHORIZED STOCK

CLASS (e.g. Common; A; B; Preferred)	NUMBER OF SHARES OF CAPITAL STOCK AUTHORIZED	PAR VALUE PER SHARE
		$
		$
		$
		$

4(b) ISSUED CAPITAL STOCK

NUMBER OF SHARES OF CAPITAL STOCK ISSUED	AMOUNT OF CAPITAL STOCK PAID UP
	$
	$
	$
	$

6. Number of Memberships: None

7. Complete the following statement of assets, liabilities, and net worth of the corporation as of the end of the tax year

a. This statement covers the tax year which ended December 31, 1983
(Month, Day and Year)

ASSETS (Do not write in shaded areas)		TOTAL	LIABILITIES AND SHAREHOLDERS' EQUITY	AMOUNT	TOTAL
Cash		69,921	p. Accounts payable		
Trade notes and accounts receivable			q. Mortgages, notes, bonds payable in less than 1 year		
Less allowance for bad debts			r. Other current liabilities		
U.S. Government obligations			s. Contributions, gifts, grants etc. payable		
Tax-exempt securities			t. Mortgages, notes, bonds payable in 1 year or more		
Other current assets			u. Other liabilities		
Loans to shareholders			v. Total liabilities		-0-
Mortgage and real estate loans			w. Capital stock: a. Stock		
Other investments			b. Principal fund		
Buildings and other fixed depreciable assets	20,515	20,515	c. Paid-in or capital surplus		
Less accumulated depreciation			y. Retained earnings		
Depletable assets			z. Income fund	90,436	
Less accumulated depletion			aa. Less cost of treasury stock	( )	
Land (net of any depletion)			bb. Net worth		90,436
Other assets (amortizable only)			cc. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		90,436
TOTAL ASSETS		90,436			

(NOTE: Lines o. and cc. must be identical.)

[redacted] of Kansas owns property for use in farming?

If no, skip [redacted] this section and go to Item 8.

If yes, complete Items a., b., c., and d. below.

[redacted] Exemption does not apply to the following:

a. Tracts of land of less than 10 acres, or

b. Contiguous tracts of land which in the aggregate are less than 10 acres, or

c. State assessed railroad operating property.

3. Enter the total number of stockholders of the corporation [redacted]

4. Enter the value of agricultural and nonagricultural assets that are owned and controlled by the corporation, both within and without Kansas, and where they are situated.

		Value	Where Situated
Within Kansas	Agricultural	$	
	Nonagricultural	$	
Without Kansas	Agricultural	$	
	Nonagricultural	$	

5. Please provide the information below for each lot, tract or parcel of agricultural land in Kansas which is owned or leased by the corporation. (If more space is needed attach additional pages.)

Location of tract or lot: Section	Township	Range	Number of acres	Was this land used by you? Yes	No	Purpose for which land is owned or leased	Indicate for each tract or parcel if the tract is: Owned by the corporation	Leased to the corporation	Leased by the corporation	If leased by the corporation indicate to whom leased

6. Complete the following giving total agricultural acres:

a. Total acres owned and operated .....

b. Total acres owned or operated AND irrigated .....

c. Total acres leased BY the corporation .....

d. Total acres leased BY the corporation AND irrigated .....

e. Total acres leased TO the corporation .....

f. Total acres leased TO the corporation AND irrigated .....

IMPORTANT NOTICE
Please read carefully.

WHEN TO FILE THIS REPORT: If your corporation is not required to file a Kansas income tax return, this report is due on or before April 15. If an extension of time for filing the report is necessary, a request for an extension of 30 days may be made directly to the office prior to April 15.

If a Kansas income tax return is filed, this report is due at the time of filing that return. The corporation may obtain an extension of time for filing this report by filing with the Secretary of State a copy of an application for extension properly submitted to the federal or state government prior to the due date of the annual report.

PLEASE NOTE: Item #8 must be notarized by a Notary Public.

IF YOU NEED ASSISTANCE: If you have any questions or if you need assistance in completing this report, please call or write the Tax Division of this office Secretary of State, State Capitol, Topeka, KS 66612 (913) 296-[redacted]

8. State of Kansas
Shawnee County } ss.

I, The President, Treasurer, or Secretary, of lawful age, being first duly sworn, certify that I executed the foregoing report on behalf of the corporation named in Item 1 of this report, and that to the best of my knowledge the items contained herein are true and correct.

[signature]
(Signature of President, Treasurer or Secretary (circle one))

Subscribed and sworn to before me this 23rd day of February 19 84

SHIRLEY R. HUDSON
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires

(SEAL)

[signature]
(Signature of Notary Public)

My appointment or commission expires: January 31, 1985

The annual privilege fee of $5.00 for each corporation this report. Please make check payable and mail to Secretary of State, State Capitol, Topeka, Kansas 66612

Fiscal year ends [redacted] December 31 19[redacted]

1980 DOLE FOR SENATE COMMITTEE INC.
C/O CHARLES CLINKENBEARD
[redacted] MERCHANTS NATIONAL
TOPEKA KS 66612

000001 10 7066 02-29-84
2 NON-PROFIT 5.00
ANNUAL REPORT/PROFIT 5.00
NOT FOR PROFIT CORPORATION

Mail to: JACK H. BRIER
Secretary of State
State Capitol
Topeka, Kansas 66612

NOTICE

K.S.A. 17-7510, as amended, provides that "All in addition to any other penalties, the failure of any foreign corporation to file the annual report required by this act or pay the annual franchise taxes provided by this act within ninety (90) days from the time provided for filing and paying the same shall work a forfeiture of its right or authority to do business in this state.

This section shall not be construed to restrict the state from invoking any other remedies provided by law."

KANSAS NOT FOR PROFIT CORPORATION ANNUAL REPORT

1984

1. Name of corporation: Dole for Senate Committee, Inc.

2. Location of principal office: c/o Charles L. Clinkenbeard, 606 Merchants National Bank Bldg.
(Street and Number)

Topeka (City) | Shawnee (County) | Kansas (State) | 66612 (Zip Code)

3. List the names and addresses of the following OFFICERS of the corporation:

Name	Residence Address (Street Address)	(City)	(State)	(Zip Code)
President: Bill Wohlford	200 Douglas	Wichita	Kansas	67202
Secretary: Kirk L. Clinkenbeard	919 Prince St.	Alexander	Virginia	22314
Treasurer: Charles L. Clinkenbeard	2874 Jewell	Topeka	Kansas	66611

4. List the names and addresses of the BOARD OF DIRECTORS of the corporation:

Name	Residence Address (Street Address)	(City)	(State)	(Zip Code)
Bill Wohlford	200 Douglas	Wichita	Kansas	67202
Kirk L. Clinkenbeard	919 Prince St.	Alexander	Virginia	22314
Charles L. Clinkenbeard	2874 Jewell	Topeka	Kansas	66611

5. If the corporation is authorized to issue capital stock, complete items 4(a) and 4(b). If the corporation has no authorized stock, complete item 5.

(a) AUTHORIZED STOCK

CLASS (e.g. Common; A; B; Preferred)	NUMBER OF SHARES OF CAPITAL STOCK AUTHORIZED	PAR VALUE PER SHARE
		$
		$
		$
		$

(b) ISSUED CAPITAL STOCK

NUMBER OF SHARES OF CAPITAL STOCK ISSUED	AMOUNT OF CAPITAL STOCK PAID UP
	$
	$
	$
	$

6. Number of Memberships: None

7. Complete the following statement of assets, liabilities, and net worth of the corporation as of the end of the tax year
a. This statement covers the tax year which ended December 31, 1984
(Month, Day and Year)

(Do not write in shaded areas) LIABILITIES AND SHAREHOLDERS EQUITY

	TOTAL		AMOUNT	TOTAL
	1,045,269	a. Accounts payable		
		c. Mortgages, notes, bonds payable in less than 1 year		
		f. Other current liabilities		
		g. Contributions, gifts, grants, etc. payable		
		i. Mortgages, notes, bonds payable in 1 year or more		
		k. Other liabilities		
		l. Total liabilities		
		m. Capital stock • Stock • Principal fund		
		n. Paid-in or capital surplus		
		o. Retained earnings		
		p. Income fund	1,045,269	
		q. Less cost of treasury stock	( )	
		r. Net worth		1,045,269
	1,045,269	s. TOTAL LIABILITIES AND STOCKHOLDERS EQUITY		1,045,269

(NOTE: Lines a. and s. must be identical.)

...or lease any land in Kansas which is available for use in farming?

NO ___ X ___ ...the rest of this section and go to item 8.

YES ___ ...complete items a, b, c, d and e below.

The exemption (...below) does not apply to the following:

(1) Tracts of land of less than 10 acres, or

(2) Contiguous tracts of land which in the aggregate are less than 10 acres; or

(3) Wholly abandoned railroad operating property.

a. The total number of stockholders of the corporation

b. Gross the value of agricultural and nonagricultural assets that are owned and controlled by the corporation, both within and without Kansas, and where they are situated.

		Value	Where Situated
In Kansas	Agricultural	$	
	Nonagricultural	$	
Outside Kansas	Agricultural	$	
	Nonagricultural	$	

c. Please provide the information below for each lot, tract or parcel of agricultural land in Kansas which is owned or leased by the corporation. (If more space is needed attach additional pages.)

Location of tract or lot				Number of acres in tract or lot	Was this tract owned prior to July 1, 1981?		Purposes for which land is owned or leased	Indicate for each tract or parcel if the tract is			
County	Section	Township	Range		Yes	No		OWNED BY the corporation	LEASED TO the corporation	LEASED BY the corporation	If Leased by the corporation state name of person from whom leased

e. Complete the following giving total agricultural acres:

(I) Total acres owned and operated . . . . .

(II) Total acres owned or operated AND irrigated . . . . .

(III) Total acres leased BY the corporation . . . . .

(IV) Total acres leased BY the corporation AND irrigated . . . . .

(V) Total acres leased TO the corporation . . . . .

(VI) Total acres leased TO the corporation AND irrigated . . . . .

IMPORTANT NOTICE

Please read carefully.

WHEN TO FILE THIS REPORT: If your corporation is not required to file a Kansas income tax return, this report is due on or before April 15. If an extension of time for filing this report is necessary, a request for an extension of 60 days may be made directly to this office prior to April 15.

If a Kansas income tax return is filed, this report is due at the time of filing that return. The corporation may obtain an extension of time for filing this report by filing with the Secretary of State a copy of an application for extension properly submitted to the federal or state income tax authorities prior to the due date of the annual report.

PLEASE NOTE: Item #8 must be notarized by a Notary Public.

IF YOU NEED ASSISTANCE: If you have any questions or if you need assistance in completing this report, please call or write the Tax Division of this office: Secretary of State, State Capitol, Topeka, KS 66612 (913) 296-3909.

8. State of Kansas

Shawnee County ss

I, The President, Treasurer, or Secretary, of lawful age, being first duly sworn, certify that I executed the foregoing report on behalf of the corporation named in item 1 of this report, and that to the best of my knowledge the items contained herein are true and correct.

[signature]

(Signature of President, Treasurer or Secretary)

Subscribed and sworn to before me this 14th day of March 19 85

SHIRLEY R. HUDSON
(SEAL) NOTARY PUBLIC
STATE OF KANSAS
My appointment or commission expires: 1-31-89

[signature]
(Signature of Notary Public)

January 31, 1989

The [illegible] must accompany this report. Please make check payable and mail to Secretary of State, State Capitol, Topeka, Kansas 66612

FILE FOR SENATE COMMITTEE-O
12 MR DAZZO
CHARLES CLINGINSEARD
MERCHANTS NATION
KS 66612 -

000001 10 5884 03-20-85 0
DOM.NOT PROFIT 5.00
2 TRANSMITTAL 5.00
10

KANSAS ANNUAL REPORT
NOT FOR PROFIT CORPORATION

NOTICE

K.S.A. 17-7510, as amended, provides that: (a) In addition to any other penalties, the failure of any domestic corporation to file the annual report in accordance with the provisions of this act or to pay the annual taxes herein provided for within ninety (90) days of the time for filing the same shall work a forfeiture of the charter of incorporation of such domestic corporation.

(b) In addition to any other penalties, the failure of any foreign corporation to file the annual report or pay the annual franchise taxes prescribed by this act within ninety (90) days from the time provided for filing and paying the same, shall work a forfeiture of its right or authority to do business in this state.

This section shall not be construed to restrict the state from invoking any other remedies provided by law.

Mail to: JACK H. BRIER
Secretary of State
State Capitol
Topeka, Kansas 66612

An annual privilege fee of $35.00 must accompany this report.

1985

ANNUAL REPORT
KANSAS NOT FOR PROFIT CORPORATION

Name: Dole for Senate Committee, Inc.

Present mailing address: c/o Charles L. Clinkenbeard, 606 Merchants National Bank Bldg.
(Street and Number)
Shawnee (County) Kansas (State) 66612 (Zip Code)

Location of principal office (if different): 919 Prince Street, Alexanderia, Virginia 22314

Names and addresses of corporate officers:

Bill Wohlford 200 Douglas Wichita, Kansas 67202
Mrs. Clinkenbeard 919 Prince Street Alexanderia, Virginia 22314
Charles L. Clinkenbeard 2874 Jewell Topeka, Kansas 66611

Names and addresses of the Board of Directors:

Bill Wohlford 200 Douglas Wichita, Kansas 67202
Mrs. Clinkenbeard 919 Prince Street Alexanderia, Virginia 22314
Charles L. Clinkenbeard 2874 Jewell Topeka, Kansas 66611

AUTHORIZED STOCK

Class (Common; A, B; Preferred)	NUMBER OF SHARES OF CAPITAL STOCK AUTHORIZED	PAR VALUE PER SHARE
		$
		$
		$

ISSUED CAPITAL STOCK

NUMBER OF SHARES OF CAPITAL STOCK ISSUED	AMOUNT OF CAPITAL STOCK PAID UP
	$
	$
	$

Number of memberships: None

The following statement of assets, liabilities and net worth of the corporation as of the end of the tax year:
a. This statement covers the tax year that ended: December 31, 1985
(Month, Day and Year)

ASSETS (Do not write in shaded areas)			LIABILITIES AND SHAREHOLDERS EQUITY	AMOUNT	TOTAL
		1,768,674	a. Accounts payable	6,600	
			c. Mortgages, notes, bonds payable in less than 1 year		
			f. Other current liabilities		
			g. Contributions, gifts, grants, etc. payable		
			i. Mortgages, notes, bonds payable in 1 year or more		
			u. Other liabilities		
			v. Total liabilities		6,600
			o. Capital stock o. Stock o. Principal fund		
			p. Paid-in or capital surplus		
			r. Retained earnings		
			s. Income fund	1,762,074	
			aa. Less cost of treasury stock	( )	
			bb. Net worth		1,762,074
		1,768,674	cc. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		1,768,674

(Above Lines aa and bb must be identical.)

	Value	Where Situated
Agricultural	$	
Nonagricultural	$	
Agricultural	$	
Nonagricultural	$	

Provide the information below for each lot, tract or parcel of agricultural land in Kansas which is owned or leased by the corporation. (If more space is needed attach additional pages.)

Description of tract or lot				Purchased after July 1, 1965?		Purposes for which land is owned or leased	Indicate for each tract or parcel if the tract is			
Section	Township	Range	Number of acres	Yes	No		Owned by the corporation	Rented by the corporation	Leased by the corporation	If Leased by the corporation indicate to whom leased

Complete the following giving total agricultural acres:

(i) Total acres owned and operated ..... ____

(ii) Total acres owned or operated *AND* irrigated ..... ____

(iii) Total acres leased *BY* the corporation .... ____

(iv) Total acres leased *BY* the corporation *AND* irrigated ..... ____

(v) Total acres leased *TO* the corporation .... ____

(vi) Total acres leased *TO* the corporation *AND* irrigated ..... ____

State of Kansas
County } ss.

I, President, Treasurer, or Secretary, of lawful age, being first duly sworn, certify that I executed the foregoing report on behalf of the corporation named in item 1 of this report, and that to the best of my knowledge the items contained herein are true and correct.

Charles E. Chamberlain
Signature of President, Treasurer or Secretary (circle one)

Subscribed and sworn to before me this 20th day of March 19 86

Shirley R. Hudson
Signature of Notary Public

My commission expires:

SHIRLEY R. HUDSON
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires
1-31-89

44812

0000-[illegible] 10.55% 03-24-86 5.00
2. DUPLICATE COPY IF 1 5.00
10. TRANSMITTAL TOTAL 1 5.00

KANSAS AGRICULTURAL PROPERTY
FOR PROFIT CORPORATION

Corporation Annual Report
Mail Completed Report Above
Envelope is privilege tax
Mail to:

JACK H. BRIER
Secretary of State
State Capitol
Topeka, Kansas 66612

How TO FILE THE KANSAS STATE [illegible]

ANNUAL REPORT
KANSAS NOT FOR PROFIT CORPORATION

1. Corporate name: Dole for Senate Committee, Inc.

2. (a) Permanent mailing address: c/o Charles L. Clinekbeard, 606 Merchants Nat'l Bank Bldg.
(Street and Number)

Topeka (City) Shawnee (County) Kansas (State) 66612 (Zip Code)

(b) Location of principal office (if different): 919 Prince Street, Alexandria, Virginia 22314

3. Names and addresses of corporate officers:

President Bill Wohlford 200 Douglas Wichita, Kansas 67202

Secretary Kirk Clinkenbeard 919 Prince Street Alexandria, Virginia 22314

Treasurer Charles L. Clinkenbeard 2874 Jewell Topeka, Kansas 66611

Names and addresses of the Board of Directors:

Bill Wohlford 200 Douglas Wichita, Kansas 67202

Kirk L. Clinkenbeard 919 Prince Street Alexandria, Virginia 22314

Charles L. Clinkenbeard 2874 Jewell Topeka, Kansas 66611

4. (a) AUTHORIZED STOCK

CLASS (e.g. Common; A, B; Preferred)	NUMBER OF SHARES OF CAPITAL STOCK AUTHORIZED	PAR VALUE PER SHARE
		$
		$
		$

(b) ISSUED CAPITAL STOCK

NUMBER OF SHARES OF CAPITAL STOCK ISSUED	AMOUNT OF CAPITAL STOCK PAID UP
	$
	$
	$

5. Number of Memberships: None

6. Complete the following statement of assets, liabilities, and net worth of the corporation as of the end of the tax year:
a. This statement covers the tax year that ended: 12-31-16
(Month, Day and Year)

ASSETS	(Do not write in shaded areas)	LIABILITIES AND SHAREHOLDERS' EQUITY		
b. Cash	2,166,732	p. Accounts payable		
c. Trade notes and accounts receivable ● Less allowance for bad debts		q. Mortgages, notes, bonds payable in less than 1 year		
d. Inventories		r. Other current liabilities		
e. Government obligations ● U.S. and instrumentalities ● State, subdivisions thereof, etc.		s. Contributions, gifts, grants, etc. payable		
f. Other current assets		t. Mortgages, notes, bonds payable in 1 year or more		
g. Loans to stockholders		u. Other liabilities		
h. Mortgage and real estate loans		v. Total liabilities		-0-
i. Other investments		w. Capital stock: ● Stock ● Principal fund		
j. Buildings and other fixed depreciable assets ● Less accumulated depreciation				
k. Depletable assets ● Less accumulated depreciation		x. Paid-in or capital surplus		
l. Land (net of any amortization)		y. Retained earnings		
m. Intangible assets (amortizable only) ● Less accumulated amortization		z. Income fund	2,166,732	
n. Other assets		aa. Less cost of treasury stock	( )	
o. TOTAL ASSETS	2,166,732	bb. Net worth		2,166,732
		cc. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		2,166,732

(NOTE: Lines o. and cc. must be identical.)

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7. Does the [redacted]ation own or lease any land in Kansas which is suitable [redacted]n farming?
NO X If no, skip the rest of this section and go to item 8.
YES _____ If yes, complete items a., b., c., and d. below.
The information requested below does not apply to the following:
1) Tracts of land of less than 10 acres, or
2) Contiguous tracts of land which in the aggregate are less than 10 acres, or
3) State assessed railroad operating property.

a. State the total number of stockholders of the corporation _____.

b. State the value of agricultural and nonagricultural assets that are owned and controlled by the corporation, both within and without Kansas, and where they are situated.

		Value	Where Situated
Within Kansas	Agricultural	$	
	Nonagricultural	$	
Without Kansas	Agricultural	$	
	Nonagricultural	$	

c. Please provide the information below for each lot, tract or parcel of agricultural land in Kansas which is owned or leased by the corporation. (If more space is needed attach additional pages.)

Location of tract or lot				Number of acres in tract or lot	Was this land acquired after July 1, 1981?		Purpose for which land is owned or leased	Indicate for each tract or parcel if the tract is			
County	Section	Township	Range		Yes	No		Owned by the corporation	Leased TO the corporation	Leased BY the corporation	If Leased by the corporation indicate to whom leased

d. Complete the following giving total agricultural acres:

(i) Total acres owned and operated ..... _____
(ii) Total acres owned or operated *AND* irrigated ..... _____
(iii) Total acres leased *BY* the corporation .... _____
(iv) Total acres leased *BY* the corporation *AND* irrigated ..... _____
(v) Total acres leased *TO* the corporation .... _____
(vi) Total acres leased *TO* the corporation *AND* irrigated ..... _____

8. State of Kansas }
Shawnee County } ss.

I, The President, Treasurer, or Secretary, of lawful age, being first duly sworn, certify that I executed the foregoing report on behalf of the corporation named in item 1 of this report, and that to the best of my knowledge the items contained herein are true and correct.

C L Clinkenbeard
Signature of President, Treasurer or Secretary (circle one)

Subscribed and sworn to before me this 14th day of March 19 87

(SEAL) SHIRLEY R. HUDSON
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires:
1-31-89

Shirley R Hudson
Signature of Notary Public

My appointment or commission expires: January 31, 1989

December 31, 1986
(Month Day Year)

62-228-2
62-228-2 COMMITTEE, INC.
SR SENATE CLINKENBEARD
CHARLES CLINKENBEARD
RICHANTS NATION
KS
66612

[illegible] 10 3935 03-18-87
[illegible]FORATION A/R 1 5.00
[illegible]282 050 1
[illegible] TRANS. TOTAL 1 5.00

KANSAS ANNUAL REPORT
FOR FOR PROFIT CORPORATION

REMEMBER
Complete entire report.
Affix computer label above.
Enclose $5 privilege fee.
Mail to:

JACK H. BRIER
Secretary of State
State Capitol
Topeka, Kansas 66612

PRINTED BY THE KANSAS STATE PRINTING PLANT
4-2000

950436817899

ANNUAL REPORT
KANSAS NOT FOR PROFIT CORPORATION

(1987)

1. Corporate name: Dole for Senate Committee, Inc.

2. (a) Permanent mailing address: c/o Charles L. Clinkenbeard, 608 Merchants National Bank Building
(Street and number)

Topeka (City) Shawnee (County) Kansas (State) 66612 (Zip Code)

(b) Location of principal office (if different): 1828 L Street, N.W.

3. Names and addresses of corporate officers:

President	Bill Wohlford	200 Douglas	Wichita	Kansas	67202
Secretary	Kirk L. Clinkenbeard	1828 L Street, N.W.	Washington DC		20036
Treasurer	Charles L. Clinkenbeard	2874 Jewell	Topeka	Kansas	66611

Names and addresses of the Board of Directors:

Bill Wohlford	200 Douglas	Wichita	Kansas	67202
Kirk L. Clinkenbeard	1828 L Street, N.W.	Washington DC		20036
Charles L. Clinkenbeard	2874 Jewell	Topeka	Kansas	66611

4. (a) AUTHORIZED STOCK

CLASS (e.g. Common; A, B; Preferred)	NUMBER OF SHARES OF CAPITAL STOCK AUTHORIZED	PAR VALUE PER SHARE
		$
		$
		$

(b) ISSUED CAPITAL STOCK

NUMBER OF SHARES OF CAPITAL STOCK ISSUED	AMOUNT OF CAPITAL STOCK PAID UP
	$
	$
	$

5. Number of Memberships: NONE

6. Complete the following statement of assets, liabilities, and net worth of the corporation as of the end of the tax year:

a. This statement covers the tax year that ended: 12-31-87
(Month, Day and Year)

ASSETS (Do not write in shaded areas)			LIABILITIES AND SHAREHOLDERS' EQUITY		
b. Cash		1,878,408			
c. Trade notes and accounts receivable					
Less allowance for bad debts					
d. Inventories					
e. Government obligations					
U.S. and instrumentalities					
State, municipal, etc.					
f. Other investments					
g. Loans to shareholders					
h. Mortgage and real estate loans					
i. Other investments					
j. Buildings and other fixed depreciable assets					
Less accumulated depreciation					
k. Depletable assets					
Less accumulated depletion					
l. Land (net of any amortization)					
m. Intangible assets (amortizable only)					
Less accumulated amortization					
n. Other assets					
o. TOTAL ASSETS		1,878,408	TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY		1,878,408

Note: Lines a and o must be completed.

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7. Does the corporation own or lease any land in Kansas which is available for use in farming?
NO ___ X ___
YES ___ If "NO", skip the rest of this section and go to Item 8.
The instructions requested below does not apply to the following:
1) Tracts of land of less than 10 acres, or
2) Contiguous tracts of land which in the aggregate are less than 10 acres, or
3) Rented premises

a. State the total number of acres of the corporation's agricultural land in Kansas that are owned and controlled by the corporation, both within and without Kansas, and indicate where they are situated.

		Acres	Where Situated
Within Kansas	Agricultural		
	Nonagricultural		
Without Kansas	Agricultural		
	Nonagricultural		

c. Please provide the information below for each lot, tract or parcel of agricultural land in Kansas which is owned or leased by the corporation. (If more space is needed attach additional pages.)

Location of tract or lot										
County	Section	Township	Range							

d. Complete the following giving total agricultural acres:
(I) Total acres owned and operated ..... ___
(II) Total acres owned or operated AND Irrigated ..... ___
(III) Total acres leased BY the corporation ..... ___
(IV) Total acres leased BY the corporation AND Irrigated ..... ___
(V) Total acres leased TO the corporation ..... ___
(VI) Total acres leased TO the corporation AND Irrigated ..... ___

8. State of Kansas
Shawnee County } ss.

I, The President, Treasurer, or Secretary, of lawful age, being first duly sworn, certify that I executed the foregoing report on behalf of the corporation named in Item 1 of this report, and that to the best of my knowledge the items contained herein are true and correct.

Keith L Churchward
Signature of President, Treasurer or Secretary (circle one)

Subscribed and sworn to before me this 21 day of APRIL 19 88

(SEAL)

Clinton Hall
Signature of Notary Public

My appointment or commission expires: 4/14/93

This report covers the tax year which ended: 12-31-87 (Month, Day, Year)

Name of Corporation (Affix computer label here, if available)
Dole for Senate Committee, Inc.
c/o Charles L. Clinkenbeard
606 Merchants National Bank Bldg
Topeka, Kansas 66612

622282-2

000001 10 0579 04-26-88
CORPORATION A/R 1 5.00
622282 050 1 5.00
10 TRANS. TOTAL 1 5.00

KANSAS ANNUAL REPORT
NOT FOR PROFIT CORPORATION

REMEMBER
1. Complete entire report.
2. Affix computer label above.
3. Enclose $5 privilege fee.
4. Mail to:

JACK H. BRIER
Secretary of State
State Capitol
Topeka, Kansas 66612

PRINTED BY THE KANSAS STATE PRINTING PLANT

9504368172 1

MUR 2582

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

88 JUL 20 AM 9:02

Mrs Gunilla Ross
9813 W. 121st. St.
Overland Park KS, 66210

July 15th 1988

Ms. Susan Beard
Federal Election Commission
999 E Street N.W.
Washington D.C. 20463

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

88 JUL 20 PM 12:20

Dear Susan Beard,

After having read my deposition dated May 11, 1988 I do not feel that the Court Reporter has made any errors. However I do now realize some of my answers were incorrect.

My employment with Birdview was from June 1981 through September 1983. I assisted my husband in numerous meetings, both at home, an during business trips. I also worked as receptionist and was Corporate Secretary.

The company covered travel and related expences. Sometimes cash advances for such expences were made by the company, other times I would use my personal cash and credit, and later be reimbursed by Birdview. Expenceforms were filled out and turned in for proper accounting.

I am requesting that the Commission review all records related to my employment with Birdview, and all of the records related to the employment of my husband Charles A. Ross with Birdview, in order that they may prove to themselves that I never received money for political contributions directly or indirectly.

Due to our financial circumstances I still do not have legal counsel. However it is my desire to corporate fully with the commission in order that this matter be resolved.

Sincerely,

Gunilla Ross

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plm

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 25, 1988

Hugh Wright, Esquire
Assistant Regional Administrator
Enforcement
411 West 7th Street, 8th Floor
Fort Worth, TX 76102

Re: Birdview Satellite Communications, Inc.
[FW-1888]

Dear Mr. Wright:

We request access to the investigative and other non-public files of the U.S. Securities and Exchange Commission (the "Commission") related to the captioned matter. This request is made in connection with an ongoing lawful investigation inquiring into a violation of, or failure to comply with, a criminal or civil statute or regulation, rule or order issued pursuant thereto, being conducted by the Federal Election Commission.

We understand that the files in this matter contain "financial records" of "customers," as those terms are defined in the Right to Financial Privacy Act of 1978 [12 U.S.C. §§ 3401-22]. We have reason to believe that that information is relevant to our investigation and/or proceeding.

We will establish and maintain such safeguards as are necessary and appropriate to protect the confidentiality of files to which access is granted and information derived therefrom. The files and information may, however, be used for the purpose of our investigation and any resulting proceedings. They also may be transferred to criminal law enforcement authorities. We shall notify you of any such transfer and use our best efforts to obtain appropriate assurances of confidentiality.

Other than as set forth in the preceding paragraph, we will:

make no public use of these files or information without prior approval of your staff;

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notify you of any legally enforceable demand for the files or information prior to complying with the demand, and assert such legal exemptions or privileges on your behalf as you may request; and

not grant any other demand or request for the files or information without prior notice to and lack of objection by your staff.

We recognize that until this matter has been closed, the Commission continues to have an interest and will take further investigatory or other steps as it considers necessary in the discharge of its duties and responsibilities.

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapter 95 and 96 of Title 26, United States Code. Since the requested information is being sought as part of an investigation being conducted by the Federal Election Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Federal Election Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such request has been given in this case.

If you have any questions, please contact Susan Beard, the attorney assigned to this matter at FTS 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

9504368179 4

SENSITIVE

RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT

88 JUL 28 PM 12:13

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Birdview Satellite Communications)
Inc., et. al.)

MUR 2582

EXECUTIVE SESSION

AUG 09 1988

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On February 25, 1988, the Commission found reason to believe that Birdview Satellite Communications, Inc. ("Birdview") and Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441f and that Robert Owens, Steven Small and David K. Hamilton violated 2 U.S.C. §§ 441b and 441f. The Commission also found reason to believe that Wanda Bowman, Dale A. Galemore, Cynthia A. Galemore, Edward Hackerott, Darlene Hackerott, Martha J. Hamilton, Roger Mason, Betty Owens, Steven Phillips, Sharon Phillips, Stan Ross, Merett Ross, Gunilla Ross, and Joy Small violated 2 U.S.C. § 441f. All of these violations appeared to be the result of a plan to reimburse Birdview employees and their spouses for political contributions made to the Dole for Senate Committee.

On April 20, 1988, the Commission decided to deny at that time a request for conciliation prior to a finding of probable cause to believe that was filed on behalf of Edward and Darlene Hackerott. This Office had recommended to the Commission that it would have been premature to enter into conciliation with the Hackerotts at that time. In our view, however, the investigation has progressed to a point where conciliation with Mr. and Mrs. Hackerott and others is now appropriate. Others who seek pre-probable cause conciliation at this time are Steven Phillips,

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Steven Small, Joy Small, Robert Owens, and Betty Owens (Attachment 1).

II. FACTUAL AND LEGAL ANALYSIS

A. Violations on which Reason to Believe was Found by the Commission

All of the Respondents who have filed pre-probable cause conciliation requests had their deposition taken by representatives of this Office. The depositions have given this Office considerably more information about the issues involved in this MUR.

Although Mr. Phillips admitted that he had been reimbursed by Birdview, he said that he could neither recall who had solicited the contribution nor who had told him he would be reimbursed. Mr. Phillips stated that he would not have made the contribution unless he was going to be reimbursed for it; however, he could not recall details regarding the reimbursement. At the time that Mr. Phillips made the contribution and was reimbursed, he was vice-president of engineering for Birdview.

Edward Hackerott stated that Charles A. Ross, the President and Chairman of the Board of Birdview Satellite Communications, Inc., had solicited him and his wife to each make a $1,000 contribution to the Dole for Senate Committee. Mr. Hackerott received a $2,000 payment from Birdview shortly after he and his wife, Darlene, each made $1,000 contributions to the Dole for Senate Committee. Mr. Hackerott stated at his deposition that the $2,000 payment was a reimbursement for the contributions made by him and his wife, but he could not recall the specific details

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surrounding the reimbursement. At the time that Mr. Hackerott made the contribution and was reimbursed, he was vice-president of administration for Birdview. Mr. Hackerott had previously served as Birdview's vice-president of finance. Mrs. Hackerott stated that her husband had told her that Charles A. Ross had solicited the contributions from him.

Steven Small stated that Charles A. Ross told him that he wanted checks from Mr. Small and his wife made out to the Dole for Senate Committee, and that these contributions were related to pending legislation affecting the satellite television industry. Mr. Small also testified that he felt both threatened by the approach of Mr. Ross and concerned about the amount of money involved. He stated that he told Mr. Ross that he could not afford to take $2,000 out of his domestic cash flow at that time, and that Mr. Ross had told him that he would be reimbursed within a week. According to Mr. Small, several days later he was again approached by Mr. Ross who demanded the checks from him. Mr. Small also indicated that he personally delivered the checks made out to the Dole for Senate Committee to Charles Ross.

Mr. Small received a $3,000 bonus from Birdview shortly after he and his wife, Joy, each made $1,000 contributions to the Dole for Senate Committee. After taxes, the $3,000 bonus came to $2,049. Mr. Small received $2,000 of the bonus as a cash advance. Mr. Small stated that the bonus he received from Birdview was to reimburse him for the contributions made by him and his wife to the Dole for Senate Committee. Mr. Small also testified that he attended a meeting with David Hamilton,

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Birdview's vice-president of finance, at which the amount of the bonus was calculated so that the tax liability and the amount of the contribution would be covered. At the time that Mr. Small made the contribution and was reimbursed, he was vice-president of manufacturing for Birdview. Mrs. Small stated that her husband had told her that they would be reimbursed by Birdview for the contributions they made to the Dole for Senate Committee.

Robert Owens stated that someone at Birdview had told him that he and his wife were to make contributions to the Dole for Senate Committee. He indicated that he could not recall who had informed him of the need to contribute; however, he testified that it was his understanding that Charles Ross was the moving force behind the contribution scheme that also involved others at Birdview. On December 14, 1983, Robert Owens and his wife, Betty, each wrote checks for $1,000 to the Dole for Senate Committee. On December 22, 1983, Robert Owens received a "special expense advance" from Birdview for $2,000. Mrs. Owens stated that her husband had told her that Charles Ross had requested that they make the contribution to the Dole for Senate Committee.

B. New Violation

Pursuant to 2 U.S.C. § 441b, a corporation may not make a contribution in connection with a federal election. Also, an officer or director of a corporation is prohibited from consenting to the making of a corporate contribution in connection with a federal election. The Dole for Senate Committee was the principal campaign committee of Senator Robert

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Dole with respect to the 1986 election. Thus, corporations may not contribute to the Dole for Senate Committee.

At the time that the Commission made the initial reason to believe findings in this matter, this Office and the Commission were unaware that Mr. Phillips and Mr. Hackerott were corporate officers at the time that their contributions were made. The Commission has already made reason to believe findings against other former vice-presidents of Birdview who are Respondents for violating 2 U.S.C. § 441b. It appears that Edward Hackerott and Steven Phillips consented to at least part of the contribution which was made by Birdview in violation of 2 U.S.C. § 441b. Accordingly, this Office recommends that the Commission find reason to believe that Steven ~~Small~~ and Edward Hackerott violated 2 U.S.C. § 441b.

III. DISCUSSION OF CONCILIATION PROVISIONS AND CIVIL PENALTY

Attached are proposed conciliation agreements for Edward Hackerott, Darlene Hackerott, Steven Phillips, Steven Small, Joy Small, Robert Owens, and Betty Owens (Attachment 2).

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IV. RECOMMENDATIONS

1. Find reason to believe that Steven Phillips and Edward Hackerott violated 2 U.S.C. § 441b.

2. Enter into conciliation with Edward Hackerott, Darlene Hackerott, Steven Phillips, Steven Small, Joy Small, Robert Owens, and Betty Owens prior to a finding of probable cause to believe.

3. Approve the attached proposed conciliation agreements, factual and legal analyses and letters.

7/27/88
Date

Lawrence M. Noble
General Counsel

Attachments
1. Requests for Conciliation
2. Letters to Respondents (7), Factual and Legal Analyses (2), and Proposed Conciliation Agreements (7)

Staff Persons: Daniel Blessington
Susan Beard

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS/JOSHUA MCFADDEN
COMMISSION SECRETARY

DATE: JULY 29, 1988

SUBJECT: OBJECTIONS TO MUR 2582 - General Counsel's Report Signed July 27, 1988

The above-captioned document was circulated to the Commission on Thursday, July 28, 1988 at 4:00 P.M.

Objection(s) have been received from the Commissioner(s) as indicated by the name(s) checked below:

Commissioner Aikens	
Commissioner Elliott	X
Commissioner Josefiak	
Commissioner McDonald	
Commissioner McGarry	
Commissioner Thomas	

This matter will be placed on the meeting agenda for August 9, 1988.

Please notify us who will represent your Division before the Commission on this matter.

9504368801

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Birdview Satellite Communications Inc., et al.	)	MUR 2582
	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session of August 9, 1988, do hereby certify that the Commission took the following actions in MUR 2582:

1. Decided by a vote of 5-1 to find reason to believe that Steven Phillips and Edward Hackerott violated 2 U.S.C. § 441b, and direct the Office of General Counsel to revise the proposed factual and legal analyses with respect to this violation.

   Commissioners Aikens, Josefiak, McDonald, McGarry, and Thomas voted affirmatively for the decision; Commissioner Elliott dissented.

2. Decided by a vote of 6-0 to enter into conciliation with Edward Hackerott, Darlene Hackerott, Steven Phillips, Steven Small, Joy Small, Robert Owens, and Betty Owens prior to a finding of probable cause to believe.

   Commissioners Aikens, Elliott, Josefiak, McDonald, McGarry, and Thomas voted affirmatively for the decision.

(continued)

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3. Decided by a vote of 5-1 to

a) approve the proposed conciliation agreements attached to the General Counsel's report dated July 27, 1988

b) direct the Office of General Counsel to circulate revised factual and legal analyses for Commission approval; and

c) approve the letters attached to the General Counsel's report dated July 27, 1988

Commissioners Aikens, Josefiak, McDonald, McGarry, and Thomas voted affirmatively for the decision; Commissioner Elliott dissented.

Attest:

8/9/88
Date

Marjorie W. Emmons
Secretary of the Commission

9504308180 3

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 11, 1988

John C. Noonan, Esquire
Stinson, Mag & Fizzell
920 Main Street
P. O. Box 19251
Kansas City, MO 64141-2251

RE: MUR 2582
Darlene Hackerott

Dear Mr. Noonan:

On February 25, 1988, the Federal Election Commission found reason to believe that your client, Darlene Hackerott, violated 2 U.S.C. § 441f. At your request, on August 9, 1988, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504308804

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 11, 1988

Steven Small
109 N. Forest
Chanute, KS 66720

RE: MUR 2582
Steven Small

Dear Mr. Small:

On February 25, 1988, the Federal Election Commission found reason to believe that you violated 2 U.S.C. §§ 441b and 441f. At your request, on August 9 , 1988, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504368805

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 11, 1988

Joy Small
109 N. Forest
Chanute, KS 66720

RE: MUR 2582
Joy Small

Dear Mrs. Small:

On February 25, 1988, the Federal Election Commission found reason to believe that you violated 2 U.S.C. § 441f. At your request, on August 9 , 1988, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504381806

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 11, 1988

John C. Aisenbrey, Esquire
Stinson, Mag & Fizzell
920 Main Street
P. O. Box 19251
Kansas City, MO 64141-2251

RE: MUR 2582
Robert Owens

Dear Mr. Aisenbrey:

On February 25, 1988, the Federal Election Commission found reason to believe that your client, Robert Owens, violated 2 U.S.C. §§ 441b and 441f. At your request, on August 9 , 1988, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504368807

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 11, 1988

John C. Aisenbrey, Esquire
Stinson, Mag & Fizzell
920 Main Street
P. O. Box 19251
Kansas City, MO 64141-2251

RE: MUR 2582
Betty Owens

Dear Mr. Aisenbrey:

On February 25, 1988, the Federal Election Commission found reason to believe that your client, Betty Owens, violated 2 U.S.C. § 441f. At your request, on August 9, 1988, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504308018

BK 10
(Rev. 8/83)

FILED
RUSSELL L. BRENNER, CLERK
SEP 03 1983
U.S. COURT OF BANKRUPTCY
By R Carter Deputy

United States Bankruptcy Court

For the _____ District of KANSAS

In re

BIRDVIEW SATELLITE COMMUNICATIONS, INC. Case No. 86-41150

*Debtor**

RECEIVED
FEDERAL ELECTION COMMISSION
88 SEP 12 PM 2:10

NOTICE TO ~~CREDITORS AND OTHER~~ PARTIES IN INTEREST

Notice is hereby given that: AMENDED PETITION OF SHELDON SOLOW & ROBERT BAER FOR ORDER PERMITTING SECURITY PACIFIC CREDIT TO ADD THE SUM OF $54,580.90 AS ATTORNEY FEES TO ITS CLAIM

The Honorable James A. Pusateri, Bankruptcy Judge, has directed that all creditors be noticed concerning this amended petition.

YOU ARE FURTHER NOTIFIED that you have until September 28, 1988 to file a written objection thereof.

If no objection is filed, the application may be granted without further notice.

DATED AT TOPEKA, KANSAS September 8, 1988

RECEIVED
FEDERAL ELECTION COMMISSION
88 SEP 12 AM 10:44

JAMES A. PUSATERI
U.S. BANKRUPTCY JUDGE

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing notice was sent by FIRST CLASS MAIL to debtor(s), attorney of record, U.S. Trustee and ~~all creditors, their agents and attorneys~~, & to all persons requesting notice.

RUSSELL L. BRENNER
Clerk of Bankruptcy Court

By: R. Carter
Deputy Clerk

Date of issuance: 9-8-88

*Include all names used by debtor within last 6 years.

537

acct#23

BK 10
(Rev. 8/83)

FILED
RUSSELL L. BRENNER, CLERK

United States Bankruptcy Court

For the _____ District of KANSAS

AUG 17 1988

U.S. COURT OF BANKRUPTCY
By L Carter Deputy

In re

BIRDVIEW SATELLITE COMMUNICATIONS, INC. Case No. 86-41150

MUR 2582

*Debtor**

NOTICE TO ~~CREDITORS AND OTHER~~ PARTIES IN INTEREST

Notice is hereby given that: APPLICATION OF FISHER, PATTERSON, SAYLER & SMITH FOR ATTORNEY FEES INT HE AMOUNT OF $3,163.00 AND EXPENSES IN THE AMOUNT OF $544.57 (J.B. King, Atty.)

RECEIVED
FEDERAL ELECTION COMMISSION
88 AUG 22 PM 4:51

The Honorable James A. Pusateri, Bankruptcy Judge, has directed that all creditors be noticed concerning this application

YOU ARE FURTHER NOTIFIED that you have until **September 6, 1988** to file a written objection thereof.

If no objection is filed, the application may be granted without further notice.

DATED AT TOPEKA, KANSAS August 17, 1988

JAMES A. PUSATERI
U.S. BANKRUPTCY JUDGE

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing notice was sent by FIRST CLASS MAIL to debtor(s), attorney of record, U.S. Trustee and ~~all creditors listed herein filing claims their agents and/or attorneys~~, members of the Unsecured Creditors' Committee, members of the Equity Security Holders' COmmittee & the creditors & equity security holders, & all persons who have requested notice.

RUSSELL L. BRENNER
Clerk of Bankruptcy Court

By: L. Carter
Deputy Clerk

Date of issuance: 8-17-88

**Include all names used by debtor within last 6 years.*

5370

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BCCH 286

FILED
RUSSELL L. BRENNER, CLERK
MAR 25 82

BK 10
(Rev. 8/83)

United States Bankruptcy Court

For the _____ District of KANSAS

AUG 30 1983

U.S. COURT OF BANKRUPTCY
By L Carter Deputy

In re

BIRDVIEW SATELLITE COMMUNICATIONS, INC. Case No. 86-41150

*Debtor**

NOTICE TO ~~CREDITORS AND OTHER~~ PARTIES IN INTEREST

Notice is hereby given that: PETITION OF F. STANNARD LENTZ FOR COMPENSATION IN THE AMOUNT OF $16,860.00 & EXPENSES IN THE AMOUNT OF $1,554.23, LESS PAYMENTS OF $11,794.08 & $2,943.48, LEAVING A BALANCE DUE OF $3,676.67 AND APPLICATION OF LAIN, FAULKNER & CO., ACCOUNTANTS FOR TRUSTEE, FOR COMPENSATION IN THE AMOUNT OF $5,673.75 AND REIMBURSEMENT OF EXPENSES IN THE AMOUNT OF $1,078.73, MINUS $5,334.05 PAID, FOR A BALANCE DUE OF $1,418.43.

The Honorable James A. Pusateri, Bankruptcy Judge, has directed that all creditors be noticed concerning ~~this~~ this petition & application.

YOU ARE FURTHER NOTIFIED that you have until September 19, 1988 to file a written objection thereof.

If no objection is filed, the application may be granted without further notice.

DATED AT TOPEKA, KANSAS August 30, 1988

JAMES A. PUSATERI
U.S. BANKRUPTCY JUDGE

RECEIVED
FEDERAL ELECTION COMMISSION
88 SEP -2 PM 12:56

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing notice was sent by FIRST CLASS MAIL to debtor(s), attorney of record, U.S. Trustee and ~~all creditors listed herein, filing claims, their agents and/or attorneys~~ all attorneys of record & persons requesting notice.

RECEIVED
FEDERAL ELECTION COMMISSION
88 SEP -2 AM 9:25

RUSSELL L. BRENNER
Clerk of Bankruptcy Court

By: L Carter
Deputy Clerk

Date of issuance: 8-30-88

**Include all names used by debtor within last 6 years.*

532

95043.08111

EXECUTIVE SESSION
RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT
88 SEP -2 PM 2:35
SEP 13 1988

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
David K. Hamilton and Martha J. Hamilton	)	MUR 2582
	)	

GENERAL COUNSEL'S REPORT

SENSITIVE

I. BACKGROUND

On February 25, 1988, the Commission found reason to believe that David K. Hamilton violated 2 U.S.C. §§ 441b and 441f, and that Martha J. Hamilton violated 2 U.S.C. § 441f. On the same date, the Commission made reason to believe findings against 16 other individuals and Birdview Satellite Communications, Inc. ("Birdview"). These violations stemmed from what appeared to be a plan to reimburse Birdview employees and their spouses for political contributions made to the Dole for Senate Committee. On August 9, 1988, the Commission decided to enter into pre-probable cause conciliation with seven of the individual Respondents in this matter. On August 15, 1988, this Office received a pre-probable cause conciliation request from David and Martha Hamilton. Attachment 1 at 1.

II. FACTUAL AND LEGAL ANALYSIS

The Commission authorized the depositions of both Mr. and Mrs. Hamilton. This Office took the deposition of Mr. Hamilton; however, Mrs. Hamilton's deposition was postponed because of her health. On the basis of the information provided by her husband, this Office believes that taking the deposition of Mrs. Hamilton is no longer necessary to resolve this matter.

Mr. Hamilton testified that he was employed by Birdview from October, 1983, to July, 1985. During that time he was Birdview's

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Vice President of Finance. His duties consisted of monitoring accounting and financial functions of the corporation and securing debt financing. Payroll was one of the areas he supervised. Mr. Hamilton's immediate supervisor was Charles A. Ross, the President and Chairman of the Board of Birdview. In June of 1984, Mr. Hamilton also became Assistant Secretary of Birdview.

In June of 1984, both Mr. and Mrs. Hamilton each made $1,000 contributions to the Dole for Senate Committee. Mr. Hamilton testified that Charles Ross approached him and asked that both he and his wife each make $1,000 contributions to the Dole for Senate Committee. He testified that he made the contribution because he thought it would help Birdview. Mr. Hamilton also testified that his wife made her contribution at his direction. Mr. Hamilton further stated that he believed that he and his wife were told to mail their checks to either David Owen[1] or the Dole for Senate Committee.

On June 14, 1984, Mr. Hamilton filled out a "check request" form for a $2,000 cash advance. Attachment 2 at 2. Mr. Hamilton testified that check request forms were used when a check was

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1. David Owen was a paid consultant of Birdview, and has been identified as a fundraiser for Senator Dole. The Commission authorized this Office to take Mr. Owen's deposition on February 25, 1988, and this Office scheduled a deposition. However, in subsequent conversations with attorneys of this Office, Mr. Owen's counsel indicated that his client planned on taking the fifth amendment in the event a deposition took place. On the basis of information obtained during the course of the investigation, this Office decided to postpone the rescheduling of Mr. Owen's deposition until such time as additional facts concerning his activities can be presented to the Commission. This Office is currently preparing a report which discusses the information regarding Mr. Owen.

needed from Birdview and there were no supporting documents, such as an invoice, available to justify the amount of the check. Subsequent to filling out the form, Mr. Hamilton received an advance of $2,000 that he and his wife used for their contributions to the Dole for Senate Committee. On June 30, 1988, Mr. Hamilton received a $3,000 bonus from Birdview. Attachment 2 at 3. After taxes the bonus came to $2,049. The $2,000 cash advance was deducted from the amount of the bonus. Thus, Mr. Hamilton received a $49 bonus on June 30, 1984. Mr. Hamilton testified that the purpose of the $3,000 bonus was to reimburse him and his wife for the contributions they made to the Dole for Senate Committee.

Mr. Hamilton also requested that Steven Small, another Birdview Vice President, receive a $2,000 cash advance on June 14, 1984. Attachment 2 at 4. Steven Small and Dale Galemore, a Birdview employee, each received $3,000 bonuses on June 30, 1984. Attachment 2 at 5-6. Their bonuses, consistent with Mr. Hamilton's, came to $2,049 after taxes. Also, each of them had earlier in June received a $2,000 cash advance as had Mr. Hamilton. Steven and Joy Small and Dale and Cynthia Galemore each made $1,000 contributions to the Dole for Senate Committee in June of 1984, by checks dated June 11, 1984. Attachment 2 at 7-9. Mr. Small testified that he was reimbursed by Birdview for the contributions made by him and his wife to the Dole for Senate Committee, and that he had previously met with Mr. Hamilton in order to determine the amount of the bonus needed in order to fully reimburse the $2,000 contributions after taxes.

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Mr. Hamilton testified that he does not recall this meeting, but acknowledged that it could have occurred and that a note listing the bonuses and advances described above had been written by him. Attachment 2 at 10.

Prior to the activity in June of 1984, Mr. Hamilton had assisted in reimbursing three other Birdview employees for five contributions of $1,000 each to the Dole for Senate Committee. On December 22, 1983, Mr. Hamilton filled out and approved two check requests. Attachment 2 at 11-14. The first check request was for Robert Owens, Birdview's Executive Vice President, in the amount of $2,000. The second check request, in the amount of $1,000, was for Roger Mason, a Birdview employee. Both check requests stated that they were "special expense advance[s]." By a check dated December 13, 1983, Roger Mason made a $1,000 contribution to the Dole for Senate Committee. Attachment 2 at 15. Robert Owens and his wife, Betty, each made $1,000 contributions to the Dole for Senate Committee by checks dated December 14, 1983. Attachment 2 at 16. Mr. Mason asserted his fifth amendment privilege against self-incrimination at his deposition, while Mr. Owens testified at his deposition that he had asked Mr. Hamilton about whether he and his wife would be reimbursed by Birdview for the contributions they made to the Dole for Senate Committee. Mr. Hamilton testified that he did not recall this conversation with Mr. Owens, but that it may well have happened.

On December 22, 1983, Mr. Hamilton also requested a $2,000 cash advance for Stanton Ross, a Birdview employee and the son of

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Birdview's President, Charles A. Ross. Attachment 2 at 17-18. The reason stated for the cash advance was "travel advance." On December 15, 1983, Stanton Ross and his fiancee, Merett, each wrote $1,000 checks to the Dole for Senate Committee. Attachment 2 at 19.[2]

Although Mr. Hamilton made a number of contradictory statements regarding the check requests described above, he ultimately acknowledged that they could have been reimbursements for the political contributions made a week earlier. Other evidence obtained by this Office, including the testimony of three other Respondents that they had been reimbursed by Birdview for their political contributions in December of 1983, leave little doubt that all of these payments were actually reimbursements for political contributions made to the Dole for Senate Committee by Birdview employees and their spouses. Mr. Hamilton also testified that any money an individual received as an expense advance would not be included in his or her income, and as a result, no taxes would have to be paid on the amount of

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2. Several other Birdview employees and their spouses also made contributions to the Dole for Senate Committee around this time. Edward and Darlene Hackerott each wrote $1,000 checks to the Dole for Senate Committee on December 14, 1983. The Hackerotts received a $2,000 check from Birdview on or about December 23, 1983. Edward Hackerott stated at his deposition that the check he received from Birdview was to reimburse him for his and his wife's contributions. Steven Phillips also made a $1,000 contribution to the Dole for Senate Committee in December of 1983. Mr. Phillips testified that he was reimbursed for his contribution by Birdview. Finally, Charles Ross and his wife, Gunilla, each made $1,000 contributions to the Dole for Senate Committee in December of 1983, by checks dated December 15, 1983. Attachment 2 at 20-22.

the expense advance.[3] Mr. Hamilton testified that these check requests may have been prepared upon the direction of Charles Ross, Robert Owens or Edward Hackerott.

Based on the evidence this Office has obtained during its investigation, Mr. and Mrs. Hamilton violated 2 U.S.C. § 441f, by knowingly permitting their names to be used to effect contributions by Birdview Satellite Communications, Inc. to the Dole for Senate Committee. Mr. Hamilton violated 2 U.S.C. § 441b as a corporate officer who actively participated in the contribution and reimbursement scheme whereby Birdview employees and their spouses made corporate contributions in their names to the Dole for Senate Committee. This Office believes that pre-probable cause conciliation would be appropriate at this time. Therefore, this Office recommends that the Commission agree to enter into conciliation with David K. Hamilton and Martha J. Hamilton prior to a finding of probable cause to believe.

III. DISCUSSION OF CONCILIATION PROVISIONS AND CIVIL PENALTY

Attached are proposed conciliation agreements for David and Martha Hamilton. Attachment 3.

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3. The process used to reimburse employees for political contributions in December of 1983, was different from that used in June of 1984. In June of 1984, employees were reimbursed through the payroll system by means of bonuses, on which employees had to pay taxes. In December of 1983, employees received cash advances that were never repaid by the employees.

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IV. RECOMMENDATIONS

1. Enter into conciliation with David K. Hamilton and Martha J. Hamilton prior to a finding of probable cause to believe.

2. Approve the attached proposed conciliation agreements and letters.

Date 9/2/98

Lawrence M. Noble
General Counsel

Attachments
1. Request for Conciliation
2. Relevant Documents
3. Letters to Respondents (2) and Proposed Conciliation Agreements (2)

Staff Persons: Daniel Blessington
Susan Beard

95043681819

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C.

MEMORANDUM TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS /JOSHUA MCFADDEN

DATE: SEPTEMBER 8, 1988

SUBJECT: OBJECTION TO MUR 2582 - General Counsel's Report Signed September 2, 1988

The above-captioned document was circulated to the Commission on Tuesday, September 6, 1988 at 11:00 A.M.

Objections have been received from the Commissioners as indicated by the name(s) checked:

Commissioner Aikens	_____
Commissioner Elliott	_____
Commissioner Josefiak	_____
Commissioner McDonald	_____
Commissioner McGarry	_____
Commissioner Thomas	X

This matter will be placed on the Executive Session agenda for September 13, 1988.

Please notify us who will represent your Division before the Commission on this matter.

9504381820

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
David K. Hamilton and Martha J. Hamilton	)	MUR 2582
	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session of September 13, 1988, do hereby certify that the Commission took the following actions in MUR 2582:

1. Failed in a vote of 3-3 to pass a motion to

   a) Enter into conciliation with David K. Hamilton and Martha J. Hamilton prior to a finding of probable cause to believe.

   b) Approve the proposed conciliation agreements and letters attached to the General Counsel's report dated September 2, 1988

Commissioners Aikens, McGarry, and Thomas voted affirmatively for the motion; Commissioners Elliott, Josefiak, and McDonald dissented.

(continued)

9504368121

2. Decided by a vote of 6-0 to reject the recommendations contained in the General Counsel's report dated September 2, 1988, and instead:

a) Decline to enter into conciliation with David K. Hamilton and Martha J. Hamilton at this time.

b) Direct the Office of the General Counsel to send an appropriate letter pursuant to the above action.

Commissioners Aikens, Elliott, Josefiak, McDonald, McGarry, and Thomas voted affirmatively for the decision.

Attest:

9-13-88

Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary of the Commission

9504368182

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 15, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

John C. Aisenbrey, Esquire
Stinson, Mag & Fizzell
920 Main Street
P. O. Box 19251
Kansas City, MO 64141-2251

RE: MUR 2582
Betty Owens

Dear Mr. Aisenbrey:

On August 11, 1988, you were notified that, at your request, the Federal Election Commission determined to enter into negotiations directed toward reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe. On that same date you were sent a conciliation agreement offered by the Commission in settlement of this matter.

Please note that conciliation negotiations entered into prior to a finding of probable cause to believe are limited to a maximum of 30 days. To date, you have not responded to the proposed agreement. The 30 day period for negotiations will soon expire. Unless we receive a response from you within five days, this Office will consider these negotiations terminated and will proceed to the next stage of the enforcement process.

Should you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

9504368182 3

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 15, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

John C. Aisenbrey, Esquire
Stinson, Mag & Fizzell
920 Main Street
P. O. Box 19251
Kansas City, MO 64141-2251

RE: MUR 2582
Robert Owens

Dear Mr. Aisenbrey:

On August 11, 1988, you were notified that, at your request, the Federal Election Commission determined to enter into negotiations directed toward reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe. On that same date you were sent a conciliation agreement offered by the Commission in settlement of this matter.

Please note that conciliation negotiations entered into prior to a finding of probable cause to believe are limited to a maximum of 30 days. To date, you have not responded to the proposed agreement. The 30 day period for negotiations will soon expire. Unless we receive a response from you within five days, this Office will consider these negotiations terminated and will proceed to the next stage of the enforcement process.

Should you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

9504368182 4

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 15, 1988

David K. Hamilton
8597 Dice Lane
Lenexa, KS 66215

RE: MUR 2582
David K. Hamilton

Dear Mr. Hamilton:

On March 7, 1988, you were notified that the Federal Election Commission found reason to believe that you violated 2 U.S.C. §§ 441b and 441f. On August 15, 1988, you submitted a request to enter into conciliation negotiations prior to a finding of probable cause to believe.

The Commission has considered your request and determined, because of the need to complete the investigation, to decline at this time to enter into conciliation prior to a finding of probable cause to believe.

At such time when the investigation in this matter has been completed, the Commission will reconsider your request to enter into conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

9504368825

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 15, 1988

Martha J. Hamilton
8597 Dice Lane
Lenexa, KS 66215

RE: MUR 2582
Martha J. Hamilton

Dear Mrs. Hamilton:

On March 7, 1988, you were notified that the Federal Election Commission found reason to believe that you violated 2 U.S.C. § 441f. On August 15, 1988, you submitted a request to enter into conciliation negotiations prior to a finding of probable cause to believe.

The Commission has considered your request and determined, because of the need to complete the investigation, to decline at this time to enter into conciliation prior to a finding of probable cause to believe.

At such time when the investigation in this matter has been completed, the Commission will reconsider your request to enter into conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

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RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

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FILED
RUSSELL L. BRENNER, CLERK

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

SEP 0 9 1988
U.S. COURT OF BANKRUPTCY
By E Carter Deputy

(MUR 2582)

IN RE:

BIRDVIEW SATELLITE COMMUNICATIONS, INC.

Debtors

Case No. 86-41150

TRUSTEE
ORDER REQUIRING ~~DEBTORS~~
TO NOTICE PLAN OF REORGANIZATION

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FEDERAL ELECTION COMMISSION

NOW, on this 8th day of September, 1988, the debtors' Disclosure Statement having been filed on May 1, 1987 and amended on July 23, 1987 and February 24, 1988,

IT IS HEREBY ORDERED that the ~~DEBTORS~~ Trustee, on or before September 19, 1988 shall cause to be mailed to all creditors listed and those not listed but filing claims herein, a copy of the final Disclosure Statement, a copy of the final Plan of Reorganization, a copy of the Order and Notice approving the Disclosure Statement and fixing times for filing acceptances or rejections to the plan, objections to confirmation, administrative claims, a time for hearing on confirmation and Ballot.

IT IS FURTHER ORDERED that the debtors, upon mailing of said final Disclosure Statement and Plan, Order, Notice and Ballot, shall file with the Clerk of the Bankruptcy Court a Certificate of Mailing listing the names and addresses of those parties to whom the Disclosure Statement, Plan, Order, Notice and Ballot was mailed.

JAMES A. PUSATERI
Bankruptcy Judge

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FILED
RUSSELL L. BRENNER, CLERK

SEP 0 8 1988

U.S. COURT OF BANKRUPTCY
By E Cortez Deputy

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE

BIRDVIEW SATELLITE COMMUNICATIONS, INC. No. CH. 11 86-41150

Debtor

ORDER COMBINED WITH NOTICE OF
(1) APPROVAL OF THE DISCLOSURE STATEMENT;
(2) FIXING A TIME FOR FILING ACCEPTANCES or REJECTIONS OF THE PLAN,
(3) FIXING A TIME FOR FILING OBJECTIONS TO CONFIRMATION;
(4) FIXING A TIME FOR FILING ADMINISTRATIVE CLAIMS;
(5) FIXING A TIME FOR HEARING ON CONFIRMATION

A Disclosure Statement was filed by the debtor on May 1, 1987, and amended on July 23, 1987 and February 24, 1988,

The Court finds that the Disclosure Statement contains adequate information as required by 11 U.S.C. 1125:

IT IS THEREFORE ORDERED and notice is hereby given that:

(1) the Disclosure Statement as filed, amended and/or modified by the debtor is approved.

(2) October 14, 1988 is fixed as the last date for acceptance or rejection of the enclosed Plan of Reorganization. All acceptances or rejections must be filed in writing with the Clerk of the Bankruptcy Court, 250 Federal Building, 444 SE Quincy Street, Topeka, Kansas 66683 by said date.

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(3) October 14, 1988 is fixed as the last day for filing objections to the confirmation of the Plan. The objections, in writing, must be filed with the Clerk of the Bankruptcy Court by said date.

(4) October 14, 1988 is fixed as the last day for filing administrative claims. The claims, in writing, must be filed with the Clerk of the Bankruptcy Court by that date.

(5) A hearing for consideration of confirmation of the Plan of Reorganization will be held October 21, 1988 at 9:00 a.m. in the United States Bankruptcy Court, Room 492 Federal Building, 444 SE Quincy Street, Topeka, Kansas.

There shall be mailed to all creditors and other parties in interest a copy of this Order and Notice a copy of the final Disclosure Statement, a copy of the final Plan of Reorganization and appropriate forms for acceptance or rejections of the Plan.

DATED at Topeka, Kansas this 8th day of September, 1988.

JAMES A. PUSATERI
Bankruptcy Judge

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE

BIRDVIEW SATELLITE COMMUNICATIONS, INC.

No. 86-41150

Debtor

CH. 11

B A L L O T

This Ballot must be received in the office of the Clerk of the Bankruptcy Court, 250 Federal Building, 444 SE Quincy Street, Topeka, Kansas, 66683 on or before October 14, 1988.

The undersigned creditor hereby

_____ (accepts) OR _____ (rejects)

(Please indicate which box)

the plan of reorganization proposed by the debtor,

DATED: _____

Name of Creditor _____

Address _____

Signature and title (if applicable)

_____

Class or type of creditor, if known _____

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FILED
RUSSELL L BRENNER, CLERK

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

FEB 2 : 1988

U.S. COURT OF BANKRUPTCY

In re Birdview Satellite Communications, Inc. Debtor	Chapter 11 By _____ Deputy Case No. 86-41150 SECOND AMENDED PLAN OF REORGANIZATION Hon. James A. Pusateri

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SECOND AMENDED PLAN OF REORGANIZATION

PROPOSED BY THE DEBTOR

Dated February 23, 1985

Birdview Satellite Communications, Inc., the Debtor herein, proposes the following second amended plan of reorganization pursuant to the provisions of Chapter 11 of the Bankruptcy Code.

Birdview Satellite Communications, Inc. is incorporated under the laws of the State of Delaware.

ARTICLE 1. Definitions.

As used in this Plan, the following terms shall have the respective meanings set forth below, and, unless the context requires otherwise, such meanings shall be equally applicable to the singular and plural forms of the terms defined. Unless otherwise defined herein, the terms used in this Plan shall have the same meaning ascribed thereto in the Bankruptcy Code and the Bankruptcy Rules.

Administrative Claim: Any Claim for payment of any cost or expense of administration of the Chapter 11 Cases entitled to priority in accordance with section 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, any actual and necessary expenses of preserving the Debtors' estates and operating the Debtors' business from and after the Petition Date to and including the Confirmation Date (other than such Claims or portions thereof which, by their express terms, are not due or payable by the Distribution Date) and all allowances of compensation and reimbursement approved by the Court in accordance with the Bankruptcy Code, and any fees or charges assessed against the Debtors' estates under chapter 123 of title 28, United States Code.

Affiliate: of an entity means every other entity which is an "affiliate" of such within the meaning of section 101(2) of the Bankruptcy Code as if such entity were a debtor under the Bankruptcy Code, and every partnership and joint venture in which such entity is a partner or joint venturer.

Allowed Claim: any Claim (a) based on an application of a Professional Person to the extent such application is approved by a Final Order; (b) allowed under this Plan; or (c) proof of which was either timely and properly filed, deemed filed under

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applicable law or by reason of an order of the court or, if no proof of claim was filed or order entered, which has been or hereafter is listed by the Debtors on their schedules filed under section 521(1) of the Bankruptcy Code as liquidated in amount and not disputed or contingent, provided that a timely filed proof of claim shall supersede any scheduling of such Claim, and, in either case, a Claim as to which (i) no objection to the allowance thereof has been timely filed on or before the Distribution Date or such other applicable period of limitation fixed by the Bankruptcy Code or by an order of the Court or (ii) any objection has been withdrawn pursuant to the provisions of this Plan or has been overruled by a Final Order of the Court.

Allowed Priority Claim: all or that portion of any Priority Claim which is or has become on Allowed claim.

Allowed Tax Claim: all or that portion of any Tax Claim which is or has become an Allowed Claim.

Assets: all property of the Debtors on the Effective Date including, without limitation, Cash, the Causes of Action and the Remaining Assets.

Ballot Date: the date set by the Court as the last date for timely submission of a ballot accepting or rejecting this Plan.

Bankruptcy Code: the Bankruptcy Reform Act of 1978, as amended, and as applicable to the Chapter 11 Cases, set forth in Section 101 et seq. Title 11, United States Code.

Bankruptcy Rules: the rules of procedure applicable to cases or proceedings pending before the Court, now existing or as hereafter amended.

Business Day: any day on which banks are open to carry on their ordinary commercial banking business in Kansas City, Missouri.

Cash: cash, cash equivalents and other readily marketable securities or instruments including, without limitation, Proceeds, direct obligations of the United States of America, certificates of deposit issued by banks, and commercial paper of any entity, including interest earned or accrued thereon, but

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specifically excluding any Collateral consisting of funds in deposit or escrow accounts securing a Secured Claim.

Causes of Action: all accounts, contract rights, general intangibles and all rights, claims and causes of action of any kind, whether legal or equitable, of the Debtors for affirmative recovery of Cash or other property of the estate (whether such causes are the subject of presently pending lawsuits, adversary proceedings or appeals, or otherwise) existing before the Effective Date, including such that have accrued or may thereafter accrue relating to those matters that have occurred on or prior to the Effective Date.

Chapter 11 Cases: the respective consolidated chapter 11 cases commenced by the Debtors on the applicable Petition Date.

Class: any group of holders of Claim or Interests as specified in Article 2 of this Plan.

Collateral: property in which the Debtors have an interest that secures, in whole or in part, the payment of a Claim.

Committee: the Official Committee of Unsecured Creditors appointed pursuant to section 1102 of the Bankruptcy Code, as such Committee is now or hereafter may be constituted.

Common Stock: the shares of common stock of each of the Debtors that were issued and outstanding prior to the Record Date.

Confirmation Date: the date of entry of the Confirmation Order in accordance with the provisions of the Bankruptcy Code, provided, however, that if on motion the Confirmation Order or consummation of the Plan is stayed pending appeal, then the Confirmation Date shall be the date of entry of the Final Order vacating such stay or the date on which such stay expires or is no longer in effect.

Confirmation Order: order of the Court confirming the Plan and approving the transactions contemplated herein.

Contested Claim: any Claim or Interest which has been scheduled by the Debtors as contingent, unliquidated, or disputed, or with respect to which an objection has been interposed

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in accordance with the Bankruptcy Code, the Bankruptcy Rules, this Plan or orders of the Court.

Court: the Unites States Bankruptcy Court for the District of Kansas, or such other court as may have jurisdiction over the Chapter 11 Cases.

Creditor: any entity that is the holder of (a) a Claim that arose on or before the Petition Date, (b) an interest that arose on or before the Record Date, (c) a Claim against the Debtors' estates of any kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code or (d) an Administrative Claim.

Debtor: Birdview Satellite Communications, Inc.

Deficiency Claim: a Claim of a Creditor against a Debtor equal to the amount by which the aggregate Claims of such Creditor exceed the sum of (a) any setoff rights of the Creditor against the Debtor plus (b) the net proceeds realized from the disposition of the Collateral securing such Claim or, if such Collateral is not liquidated to cash, the value of the interest of the Creditor in the Debtors' interest in the Collateral securing such Claim, provided, however, that if the holder of such Claim makes the election provided in section 1111(b) of the Bankruptcy Code, there shall be no Deficiency Claim with respect to such Claim.

Designated Trust Assets: cash proceeds received or to be received from the sale, disposition, settlement, compromise or other liquidation of the Assets.

Disclosure Statement: the written disclosure statement in respect of this Plan approved by the Court pursuant to section 1125 of the Bankruptcy Code.

Distribution Date: the date, as soon as practicable after the Effective Date, on which the initial distributions required or permitted pursuant to this Plan are commenced.

Effective Date: the first Business Day occurring after the tenth Business Day after the Confirmation Date.

Fee Application: an application of a Professional Person under Section 330 or 503 of the Bankruptcy Code for allowance of

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compensation and reimbursement of expenses in the Chapter 11 Cases.

Final Distribution: the final distribution under the Plan from the Liquidation Fund in respect of Unsecured Claims to be made at the time (a) the Liquidation Fund's portion of the net Proceeds of all Assets have been deposited into the Liquidation Fund and (b) the amount of all Allowed Claims has been determined.

Final Order: an order or a judgment which has not been reversed, stayed, modified or amended and as to which (i) the time to appeal or seek review, reargument or rehearing has expired and as to which no appeal or petition for certiorari, review or rehearing is pending, or (ii) if appeal, review, reargument, rehearing or certiorari of the order has been sought, the order has been affirmed or the request for review, reargument, rehearing or certiorari has been denied and the time to seek a further appeal, review, reargument, rehearing or certiorari has expired, as a result of which such order shall have become final and nonappealable in accordance with applicable law.

Impaired: when used with respect to any Claim, Interest or Class, has the same meaning as that contained in section 1124 of the Bankruptcy Code.

Interest: the legal, equitable and contractual rights resulting from being a holder of any equity interest in the Debtor including, without limitation, all shares of Common Stock and Preferred Stock of the Debtors and the certificates representing such interests.

Liquidation Fund: a fund to be established by the Trustee pursuant to this Plan to receive Cash and the Designated Trust assets from which the Debtor in Possession or Trustee shall make (a) disbursements relating to applicable expenses of the Liquidation Fund, and (b) distributions from the Liquidation Fund in accordance with the terms of this Plan.

Liquidation Fund Liabilities: Allowed Claims, including Administrative Claims, priority Claims, Small Claims, Insider

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Claims and Interests, Unsecured Claims, and Class I interests and costs and expenses of the Liquidation Fund.

Petition Date: August 18, 1986.

Plan: this Second Amended Plan of Reorganization as it may be amended or modified from time to time hereafter.

Preferred Stock: the shares of preferred stock of each of the Debtors that were issued and outstanding prior to the Record Date.

Prime Rate: the prime or reference interest rate publicly announced from time to time by The Chase Manhattan Bank, N.A.

Priority Claim: any Claim, other than an Administrative Claim, to the extent entitled to priority in payment under section 507(a) of the Bankruptcy Code.

Pro Rata: the proportion that the amount of a Claim or Interest against the Debtors in a particular Class bears to the aggregate amount of all Claims (including Undetermined Claims until disallowed) or Interests against the Debtors in such Class.

Proceeds: proceeds realized after the Effective Date from the operation, sale, liquidation, settlement, prosecution or other disposition, as applicable, of the Assets.

Professional Person: any entity retained or to be compensated pursuant to sections 326, 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code.

Record Date: the date of the approval of the Second Amended Disclosure Statement.

Remaining Assets: all remaining personal and real property (other than Cash, the Designated Trust Assets and the Causes of Action), whether tangible or intangible, of the Debtors' estates, as defined in section 541 of the Bankruptcy Code, as of the Effective Date, including, without limitation, the property set forth in the Disclosure Statement.

Secured Claim: a Claim of a Creditor arising on or before the Petition Date to the extent (a) secured by a lien on Collateral which is not void or voidable under applicable state and federal law, including the Bankruptcy Code, or (b) subject to setoff under section 553 of the Bankruptcy Code, in each case to

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FILED

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF KANSAS

In Re:	)	
	)	
BIRDVIEW SATELLITE COMMUNICATIONS, INC.,	)	Chapter 11
	)	Case No. 86-41150

Debtor.

MOTION FOR AUTHORITY TO ALLOW
BIRDVIEW SATELLITE COMMUNICATIONS, INC.
TO SELL FREE AND CLEAR OF LIENS
ASSETS REFERRED TO IN AN OFFER OF PURCHASE
TO JOHN R. WASHBURN AND ROBERT K. BROWN

COMES NOW Birdview Satellite Communications, Inc., the debtor and debtor-in-possession of the above-captioned bankruptcy action and moves this Court to enter orders to allow them to sell to John R. Washburn and Robert K. Brown those assets set forth in the offer to purchase attached hereto and marked Exhibit 1 and made a part hereof as if contained herein as amended by the amendment to the offer of purchase marked Exhibit 2 which is attached hereto and made a part hereof as if contained herein and in support thereof states as follows, to wit:

1. That the said sale shall be subject to the security interest of Security Pacific Business Credit, Inc. with the lien of Security Pacific Business Credit, Inc. attaching to the said proceeds.

2. That the amount currently owed to Security Pacific Business Credit, Inc. is approximately $825,000.00.

3. That it is estimated that the amounts to be received from the aforementioned sale is between $650,000 and $700,000.

4. That the said sale does not include as is seen in the attached Exhibit to the offer to purchase certain assets of

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Exhibit B

Birdview Satellite Communications, Inc. including but not limited to certain funds found in certificates of deposit that approximate $210,000 to $215,000.

5. That this sale is in the best interest of all parties hereto.

WHEREFORE, for the reasons stated above, Birdview Satellite Communications, Inc. prays this Court to enter orders allowing them to complete the said sale referred to above and have the security interest of Security Pacific Business Credit, Inc. attached to the said proceeds.

Respectfully submitted,

By: Karen D. Wedel by mgs

KAREN D. WEDEL
LINDE THOMSON FAIRCHILD
LANGWORTHY KOHN & VAN DYKE, P.C.
One Glenwood Place
Suite 1000
9300 Metcalf
Overland Park, KS 66212
(913) 649-4900

By:

MARK G. SUINGLEY
LINDE THOMSON FAIRCHILD
LANGWORTHY KOHN & VAN DYKE, P.C.
P. O. Box 26010
Kansas City, MO 64196-6010
(816) 474-6420

ATTORNEYS FOR DEBTOR

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deemed to have been given five days after the date when mailed by registered or certified mail, postage prepaid, and addressed as follows:

If to the Debtors:

Mark G. Stingley
Linde Thomson Langworthy
Kohn & Van Dyke, P.C.
2700 City Center Square
12th & Baltimore
P.O. Box 26010
Kansas City, Missouri 64196-6010
Attorney for Debtor and
Debtor in Possession

or at such other address as a party may have designated as its address for ;such purpose, or at any address of ;such party appearing in the records of the party giving notice.

9.2 Certain Rights Unaffected. This Plan shall not effect or impair any rights or obligations which the Debtors' creditors and/or shareholders may have inter sese their respective Claims or Interest or the relative priority or subordination thereof.

9.3 Headings. The Article and Section headings used in this Plan are inserted for convenience and reference only and neither constitute a part of this Plan nor in any manner affect the terms, provisions or interpretations of this Plan.

9.4 Severability. Should any term or provision in this Plan be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any other term or provision of this Plan.

9.5 Governing Law. Except to the extent that the Bankruptcy Code is applicable, the rights and obligations arising under this Plan and any documents, agreements and instruments executed in connection with this Plan (except to the extent such documents, agreements and instruments designate otherwise) shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Kansas.

9.6 Successors and Assigns. The rights and obligations of any entity named or referred to in this Plan shall be binding

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upon, and shall inure to the benefit of, the successors and assigns of such entity.

ARTICLE 10. Other Materials.

The attention of holders of Claims and Interests is directed to the Disclosure Statement approved by the Court in connection with this Plan.

BIRDVIEW SATELLITE COMMUNICATIONS, INC.

By: _____

If to the Debtors:

Mark G. Stingley
Linde Thomson Langworthy
Kohn & Van Dyke, P.C.
2700 City Center Square
12th & Baltimore
P.O. Box 26010
Kansas City, Missouri 64196-6010

Karen D. Wedel
Linde Thomson Langworthy
Kohn & Van Dyke, P.C.
Suite 1000
One Glenwood Place
9300 Metcalf
Overland Park, Kansas 66212-1464

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(f) to modify this Plan, the Disclosure Statement or any document created in connection with this Plan or remedy any defect or omission or reconcile any inconsistency in any order of the Court, this Plan, the Disclosure Statement or any document created in connection with this Plan in such manner as may be necessary to carry out the purposes and effects of this Plan to the extent authorised by the Bankruptcy Code;

(g) to ensure that the distributions to holders of Allowed Claims and Allowed Interests are accomplished in accordance with the provisions of this Plan.

(h) to allow, disallow, determine, liquidate or estimate any Claim or Interest and to enter or enforce any order requiring the filing of any such Claim or Interest before a particular date;

(i) to enter such orders as may be necessary to consummate, implement and effectuate the operative provisions of this Plan;

(j) to hear any other matter not inconsistent with Chapter 11 of the Bankruptcy Code;

(k) to enter and implement such orders as ma;y be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked or vacated;

(l) to determine such other matters as may arise in connection with this Plan, the Disclosure Statement or the Confirmation Order; and

(m) to enter a Final Order closing the Chapter 11 Case.

7.2 Exclusive Jurisdiction. The court shall have exclusive jurisdiction to resolve all controversies, suits and disputes that may arise in connection with the interpretation, enforcement, consummation, implementation or administration of this Plan and the Disclosure Statement and all entities shall be enjoined from commencing any legal or equitable action or proceeding with respect to such matters in any other court or administrative or regulatory body.

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7.3 Abstention. If the Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of the Chapter 11 Case, this Article 7 shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

ARTICLE 8. Resolution of Undetermined Claims and Interests.

8.1 Procedure. On or before such date or dates fixed by the Court in the Confirmation Order, the Trustee shall file with the Court objections to Claims and Interests and shall serve a copy of each such objection upon the holder of the Claim or Interest to which such objection pertains. Unless otherwise ordered by the Court, the Trustee shall litigate to judgment, settle or withdraw objections to Contested Claims.

8.2 Allowance of Claims and Interests. At the time, and to the extent, that an Undetermined Claim becomes an Allowed Claim or Allowed Interest, such Allowed Claim or Allowed Interest shall be entitled to all distributions from the Liquidation Fund applicable to such Claim or Interest. Such distributions shall be made in the manner provided for by this Plan and the terms of any Final Order of the Court with respect to such Claim or Interest.

8.3 Disallowance of Undetermined Claims. At the time, and to the extent, of the disallowance of an Undetermined Claim by Final Order of the Court or written agreement of the holder thereof, all distributions reserved and held for such Undetermined Claim pursuant to this Plan shall be redeposited into the general Liquidation Fund.

8.4 Rights of Creditors. Unless and until an Undetermined Claim becomes an Allowed Claim or Allowed Interest, no Creditor holding such a Claim or Interest shall have any claim against the distribution held or reserved by the Trustee with respect to such Claim or Interest.

ARTICLE 9. General Provisions.

9.1 Notices. All notices required to be made in or under this Plan shall be in writing and, if by telegram or telex, shall be deemed to have been given when sent and, if mailed, shall be

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previously assumed or rejected by the Debtors and approved by the Court prior to the Confirmation Date, all other executory contracts of the Debtors are a lessee entered into prior to the applicable Petition Date which are not expressly assumed by the Debtors pursuant to application filed by the Debtors on or before the Confirmation Date or not otherwise specifically treated in this Plan or in the Confirmation Order shall be deemed to have been rejected by the Debtors on the Confirmation Date.

With respect to unexpired leases of the Debtors under which the Debtors are a lessor, all such leases which are not expressly rejected by the Debtors pursuant to application filed by the Debtors on or before the Confirmation Date or not otherwise treated in this Plan or in the Confirmation Order shall be deemed to have been rejected by the Debtors on the Confirmation Date.

5.2 Reservation of Rights. The Debtors reserve the right to file applications for the assumption or rejection of any executory contract or unexpired lease at any time prior to the Confirmation Date.

5.3 Proof of Claim. Each entity that is a party to an executory contract or unexpired lease rejected pursuant to this Plan, and only such entity, shall be entitled to file, not later than 30 days after the Confirmation Date or such later date specified by the Court in the Confirmation Order or in an order approving such rejection, a proof of claim for damages alleged to have arisen from the rejection of the contract or lease to which such entity is a party. Any claim so filed as provided in this paragraph will be treated as a Class H creditor.

ARTICLE 6 Modification of Plan.

6.1 Amendments Prior to Confirmation Date. Modifications or amendments to this Plan may be proposed in writing by the Debtor at any time before the Confirmation Date, provided that this Plan, as modified, meets the requirements of the Bankruptcy Code.

6.2 Amendments After Confirmation Date. This Plan may be modified by the Debtor at any time after the Confirmation Date and before its substantial consummation, provided that this Plan,

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as modified, meets the requirements of the Bankruptcy Code and the Court, after notice and hearing, confirms this Plan, as modified.

6.3 Effect on Claims. A holder of a Claim or Interest that has accepted or rejected this Plan shall be deemed to have accepted or rejected, as the case may be, this Plan, as modified, unless, within the time fixed by the Court, such holder changes its previous acceptance or rejection.

ARTICLE 7 Retention of Jurisdiction.

7.1 Purposes. Notwithstanding entry of the Confirmation Order, the Court shall retain jurisdiction over the Chapter 11 Cases for the following purposes:

(a) to determine any and all objections to the allowance of Claims or Interests, both before and after the Confirmation Date, including any objections to the classification of any Claim or Interest;

(b) to determine any and all Fee Applications and other applications for other fees and expenses authorized to be paid or reimbursed in accordance with the Bankruptcy Code, this Plan or the Partnership Agreement;

(c) to determine any and all pending applications for the assumption or rejection of executory contracts or for the rejection or assumption and assignment, as the case may be, of unexpired leases to which any Debtor is a party or with respect to which it may be liable, and to hear and determine and, if need be, to liquidate any and all Claims arising therefrom;

(d) to hear and determine any and all actions initiated by the Trustee, as applicable, to sell, liquidate, prosecute, settle or dispose of Assets, including, without limitation, the Causes of Action;

(e) to determine any and all applications, motions, adversary proceedings and contested or litigated matters whether pending before the Court on the Confirmation Date or filed or instituted after the Confirmation Date including, without limitation, proceedings to recover voidable or avoidable transfers under the Bankruptcy Code or other applicable law;

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attorney from the unconditional owner, of the Designated Trust Assets.

(i) Access. The Trustee shall permit the duly authorized representatives of the Debtor and the Committee to have access to his books and records pertaining to the Designated Trust Assets, the Liquidation Fund, the Liquidation Fund Liabilities and all instruments and documents related thereto as often as may be reasonably requested.

(j) Information to be Supplied to Liquidation Fund Trustee. On the Effective Date or as soon thereafter as is practicable, the Debtor shall provide the Trustee with Schedules of all Allowed Claims, Interests and Undetermined Claims, including, with respect to each Claim, the last known address of the holder thereof, the Claim number, the date of filing and the amount.

(k) Delegation of Powers. The Trustee shall be entitled to delegate such authority to his employees and agents as Trustee shall reasonably deem necessary to perform his duties under this Plan.

(l) Bond. Unless required by the Confirmation Order, the Trustee shall serve during the duration of his appointment without a fidelity bond.

4.4 Liquidation. Commencing on the Effective Date, all of the Assets, other than Cash shall be sold or otherwise liquidated in accordance with the terms of Article 4 of this Plan. Liquidation of Remaining Assets shall be made in a manner reasonably calculated under the then existing circumstances to maximize the Proceeds within the period necessary to timely fund the payment of the Liquidation Fund Liabilities.

4.5 Final Liquidation of Assets. Upon the fifth anniversary of the Confirmation Date, all Assets, except pending litigation involving Causes of Action and Remaining Assets subject to a contract, shall be liquidated as soon as practicable.

4.6 Liquidation Fund Distribution. On the Distribution Date, the Trustee shall apply the Proceeds to the payment of Liquidation Fund Liabilities in the priority such Liquidation Fund

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Liabilities are due and payable in accordance with this Plan and the Bankruptcy Code.

As and when, in the opinion of the Trustee, there is sufficient Cash and Proceeds in the Liquidation Fund to justify an interim distribution the Trustee may make such interim distributions as the Trustee deems appropriate in his or her sole and absolute discretion.

Every six months after the Confirmation Date until the liquidation of the Assets and the distribution of the Proceeds thereof is complete, the Committee and the Trustee shall file a written joint report with the Bankruptcy Court regarding the status of a liquidation of the Assets and the interim and final distributions made during the preceding period by the Trustee on account of the Liquidation Fund Liabilities.

Any Proceeds or other Cash held for the benefit of any holder of an Allowed Claim or Allowed Interest, if unclaimed by the distributee within three months after the distribution, shall be redeposited into the Liquidation Fund and made available for other Allowed Claims and Allowed Interests, and all liability and obligation of the Debtors to such distributee with respect thereto thereupon shall cease.

4.7 Reservation of Rights Under Section 1129(b). The Debtors expressly reserve the right, pursuant to section 1129(b) of the Bankruptcy Code, to request the Court to confirm this Plan if all of the applicable requirements of section 1129(a) of the Bankruptcy Code have been met other than those of section 1129(a)(8).

ARTICLE 5. Provisions for the Rejection of Executory Contracts and Unexpired Leases.

5.1 Rejection. All existing stock options, warrants, conversion rights, election rights, rights to purchase or other contractual rights to purchase, acquire or otherwise receive any common or preferred stock of the Debtors and the contracts, instruments and agreements related thereto held by any entity are hereby rejected and cancelled by the Debtors as of the Confirmation Date. Except with respect to contracts and leases

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originals of any and all instruments and documents pertaining thereto; pay all expenses incurred in connection with the administration of the Liquidation Fund, calculate and make distributions from the Cash in the Liquidation Fund to holders of allowed Claims and Allowed Interests, all as set forth in this Plan.

(c) Liquidation of Certain Assets. Commencing on the Effective Date, the Trustee shall sell or otherwise liquidate, prosecute, compromise or settle the Designated Trust Assets. All costs and expenses associated with the Designated Trust Assets and Cause of Action relating to the Designated Trust Assets shall be paid from the Liquidation Fund.

(d) Receipt and Distribution of Revenues. The Trustee shall collect and receive all Proceeds from the Designated Trust Assets. The Trustee, at his or her discretion, may create reserves and trust accounts within the Liquidation Funds. As and when a Liquidation Fund Liability is due and payable, the Trustee shall pay such Liquidation Fund Liability from the Liquidation Fund in accordance with the terms of this Plan. Upon the payment of all Allowed Claims and Allowed Interests required to be paid prior to Unsecured Creditors, the remaining Cash in the Liquidation Fund shall be distributed to the Class H Allowed Claims in accordance with the terms of this Plan and then if there are any funds remaining by distribution to the Class I holders of interests under the terms of this Plan. The Trustee may make interim distributions to holders of Allowed Claims provided adequate reserves are created for undetermined Claims. At such time as all Claims and Interests have been allowed, disallowed or otherwise disposed of by a Final Order of the Court or otherwise, and all distributions with respect to Liquidation Fund Liabilities have been paid from the Liquidation Fund in accordance with the terms of this Plan, the Trustee shall render his or her final accounting to the Committee, the Debtor and the Court. All Final Distributions from the Liquidation Funds shall be accompanied by a notice that such distribution represents the Final Distribution under the Plan.

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(e) Records. The Trustee shall maintain accurate books and records concerning the Designated Trust Assets and shall retain any original assignments of property to it. The Trustee shall maintain an record of all distributions from the Liquidation Fund including, with respect to each distribution for an Allowed claim or Allowed Interest, the name and address of the holder thereof, the amount of the distribution and the amount of the distribution and the amount of the Allowed Claim or Allowed Interest.

(f) Resolution of Claims and Interests. Commencing on the Effective Date, the Trustee shall be authorized to object to, settle or liquidate Claims and Interests against the Debtors, including, without limitation, Undetermined Claims. All costs and expenses, including, without limitation, fees of professionals, shall be paid from the Liquidation Fund.

(g) Powers of the Trustee. The Trustee shall have such powers as are set forth in this Plan and the Confirmation Order which are necessary to the proper performance of his duties as set forth in this Plan. The Trustee shall take only such other actions with respect to the Designated Trust Assets and the Liquidation Fund as he shall be directed to take by Final Order of the Court, by the approval of a majority vote of the members on the Committee or pursuant to the Plan. Nothing contained herein shall obligate the Trustee to take any action which he reasonably believes may subject himself or the Liquidation Fund to any liability unless he is indemnified of his satisfaction against the consequences of taking such action.

(h) Reliance on Trustee's Authority. No entity dealing with the Trustee with reference to the Designated Trust Assets or the Liquidation Fund, if acting in good faith, shall be required to ascertain the authority of the Trustee nor to see to the performance by the Trustee of any of the provisions hereof or of the Plan, nor be responsible in any way for the proper application of funds or properties paid or delivered to the Trustee, but if acting in good faith, may deal with the Trustee as though the Trustee were the unconditional owner, or had a power of

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might have not been secured and therefore remains in the name of the debtor, the debtor proposes to sell the same and apply the proceeds to the claims set forth in Class H below. If the City of Olathe, Kansas has an undersecured claim the undersecured claim shall be treated in accordance with the terms set forth for the treatment of unsecured creditors set forth in Class H below.

3.8 CLASS H: All unsecured claims including those creditors set forth in Schedule A-3 or who have filed and held allowed claims in this case, decoder creditors who have filed and held allowed claims in this case, claims of lessors of rejected leases, and undersecured claims to the extent there are any excess funds available following the liquidation of the assets of the debtor after the payment to Security Pacific Business Credit, Inc. of its super-priority claim, the claims to be paid to Class A claimants, and payment to those claimants holding a claim in Class B will be paid those funds as their respective interests appear on a pro-rata basis.

3.9 CLASS I: All equity security holders to the extent there are any excess funds available following the liquidation of the assets of the debtors after the payment to Security Pacific Business Credit, Inc., of its claim and the payment to the Class A, B and H claimants of their claims will be paid on a pro-rata basis. Following the completion of Debtor's liquidation the Debtor will voluntarily dissolve the Corporation.

3.10 Waiver. With respect to those Secured Creditors that vote to accept this Plan, as part of the Confirmation Order, the Debtors, on behalf of themselves and their successors and assigns, shall waive all recovery rights against such Secured Creditors under section 506(c) of the Bankruptcy Code.

ARTICLE 4. Means of Execution of this Plan.

4.1 Continuity of Business and Orderly Liquidation. In order to carry out an orderly liquidation of the Remaining Assets and the Causes of Action, the Trustee may employ necessary management and operating personnel, may carry on business operations, and may develop improvements to partially developed

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Remaining Assets where reasonably necessary to obtain a fair and reasonable price for the Remaining Assets.

4.2 Establishment of the Liquidation Fund. On or before the Effective Date, the Trustee shall establish the Liquidation Fund. On and after the Effective Date, such Fund shall be maintained and administered in accordance with this Plan.

4.3 The Liquidation Fund.

(a) General Description. On the Effective Date, or as soon as practicable thereafter, the Debtors shall transfer the Cash on hand and the Designated Trust Assets to the Liquidation Fund. The Liquidation Fund is being created for the purpose of providing for the orderly administration of the payments. Subsequent transfers of Proceeds into the Liquidation Fund shall be made by the Trustee. All Liquidation Fund Liabilities shall be satisfied from the Liquidation Fund. In addition, all fees and expenses of the Liquidation Fund Trustee and its agents and employees incurred in connection with (i) objection to, and settlement, liquidation and payment of, Claims and Interests against the Debtors and (ii) the liquidation or acquisition of the Designated Trust Assets and Causes of Action related to the Designated Trust Assets shall be paid from the Liquidation Fund. The Trustee, at his or her discretion, may create reserves and accounts within the Liquidation Fund as it may deem necessary to provide for the payment of fees and expenses and Liquidation Fund Liabilities. All Designated Trust Assets and Proceeds deposited or transferred into the Liquidation Fund shall be held in trust by the Trustee for the benefit of holders of Allowed Claims and Allowed Interests. Such funds shall not be commingled with the general assets of the Trustee and shall not be subject to any claim by any entity except as provided under this Plan.

(b) Duties of the Fund Trustee. The Trustee shall have the duties consistent with this Plan to liquidate the assets of the Liquidation Fund and receive the Proceeds of such Assets, to maintain and administer the Liquidation Fund, to object to, settle, liquidate or otherwise resolve all Liquidation Fund Liabilities and Undetermined Claims; maintain possession of the

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2.6 Impaired Classes. All creditors and holders of Interests are impaired by this Plan and such Creditors shall be entitled to vote to accept or reject this Plan.

ARTICLE 3. General Description of Plan.

This plan contemplates the liquidation of all the assets of the debtor over a period of time. The debtor shall under the terms and conditions contained in this plan liquidate the assets and disburse the funds received in the manner set forth below.

3.1 CLASS A. Costs and expenses of administration including fees and allowances as finally determined by the Court shall be paid as follows, to wit:

1) All administrative expenses are subject to the super-priority granted Security Pacific Business Credit, Inc. in the order authorizing borrowing and shall be paid to the extent there are proceeds available following the payment to Security Pacific Business Credit, Inc. of its super-priority the amounts due on claim.

2) All legal fees incurred by Linde Thomson Langworthy Kohn & Van Dyke, P.C., shall be paid upon approval of the court.

3.2 CLASS B: To the extent there are any priority claims approved by the court, all priority claims will be paid as their respective claims appear according to the priorities set forth in 11 U.S.C. §507 on a pro-rata basis of any excess funds available for payment after the payment of the aforementioned super-priority claim of Security Pacific Business Credit, Inc. and administrative expense claims.

3.3 CLASS C: The allowed secured claim of the Federal Deposit Insurance Corporation as successor to the Bank of Commerce of Chanute, Kansas, shall be satisfied by the turnover of real property and proceeds from the sale to the extent any exist of the fifty-four (54) acres which the City of Chanute, Kansas desires to purchase for an amount equal to the taxes due and owing on the property which the City or Chanute, Kansas would assume if they were allowed to purchase the property. To the extent there is any undersecured claim, the undersecured claim

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will be treated pursuant to the treatment set forth in Class H below.

3.4 CLASS D: The allowed secured claim of National Investors Pension Fund (now Metropolitan Life Insurance Co.) shall be satisfied by the sale of 908 W. Chestnut, Chanute, Kansas. The lien of National Investors Pension Fund will attach to the proceeds of the said sale. To the extent there is any undersecured claim, the undersecured claim shall be teated in accordance with the terms set forth in Class H below.

3.5 CLASS E: The allowed secured claim of the City of Spring Hill and the Commercial National Bank of Tulsa, Oklahoma, shall be satisfied by the return of the 140 acres securing the allowed secured claim in the industrial park in Spring Hill, Kansas. To the extent there is any undersecured claim, the undersecured claim shall be treated in accordance with the terms set forth for the treatment of unsecured claimants in Class H below.

3.6 CLASS F: The allowed secured claim of Security Pacific Business Credit, Inc., shall be settled and satisfied by the payment of the amounts due Security Pacific Business Credit, Inc. form the sale of the collateral in an orderly manner. To the extent the amount due to Security Pacific Business Credit, Inc. is subject to a super-priority claim in favor of Security Pacific Business Credit, Inc. pursuant to the Order authorizing borrowing the said amounts will be paid prior to any other entities herein. To the extent there is any undersecured claim, the undersecured claim shall be treated in accordance with the terms set forth for the treatment of unsecured creditors set forth in Class H below.

3.7 CLASS G: The allowed secured claim of the City of Olathe, Kansas, pursuant to an industrial revenue bond of which Bank IV of Topeka, Kansas as the trustee has been settled and satisfied by the return of the property located at 315 N. Lindenwood, in Olathe, Kansas and by the sale of the machinery and equipment located at the same address. The debtor specifically reserves the right to investigate whether or not approximately one (1) acre of the property located at 315 N. Lindenwood

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items of alike or similar nature hereafter acquired by debtor by way of substitution, replacement, return, repossession or otherwise, and all additions, accessions and improvements thereto, and the resulting product or mass and any documents and other evidences of title representing any of the above; and

All of debtor's present machinery and equipment, including, but not limited to, test equipment, wave soldering units, radial drills, press brakes, welders, lathes, plating and etching equipment, air compressors, wheelabrators, microplace machines, and all fixtures, vehicles, office equipment, furniture, furnishings, tools, dies, jigs and attachments, wherever located, and all present and future proceeds and product thereof; all of debtor's additional equipment, wherever located, of like or unlike nature, to be acquired hereafter, and all proceeds, products, replacements, substitutions, accessions, additions and improvements to any of the foregoing; and all of debtor's general intangibles, including, without limitation, computer programs, computer discs, computer tapes, literature, reports, catalogs, drawings, blueprints and other proprietary items.

All other choses in action of every kind and nature including, without limitation, the proceeds of any litigation initiated by Debtor or of any action brought under 11 U.S.C. §544, §547 or §548 now in existence or hereafter created, now or hereafter owned or held by or payable to the Debtor and the proceeds and products of all of the Pre-Petition Collateral and Post-Petition Collateral including, without limitation, all accounts, contract rights, purchase orders, documents, chattel paper, instruments, general intangibles

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inventory, machinery and equipment, furniture and fixtures and the proceeds and products thereof of Pre-DIP upon which SPBC held a security interest prior to the date of the Petition.

ii) All or Borrower's now existing or hereafter acquired real property subject only to liens and encumbrances of records.

Class G: The allowed secured claim of the City of Olathe, Kansas under an industrial revenue bond which Bank IV, Topeka, Kansas, is the Trustee consisting of real estate located at 315 N. Lindenwood, Olathe, Kansas as well as machinery and equipment located at the same address.

Class H: All unsecured claims including those creditors set forth in Schedule A-3 or who have filed claims in this case, decoder creditors that have filed claims and those unsecured claims incurred by parties whose leases have been rejected.

Class I: All interest of equity security holders of Birdview Satellite Communications, Inc.

2.2 Allowed Amount. No Allowed Claim or Allowed Interest shall receive any payment in excess of the amount allowed by the Court with respect to such Allowed Claim or Allowed Interest. Unless otherwise specified herein or by order of the Court, no Allowed Claim shall receive payment of interest accrued from and after the Petition Date.

2.3 Reserved Distributions. No Undetermined Claim shall receive a distribution until it becomes an Allowed Claim. Cash allocable to such Claims shall be held in the Liquidation Fund pursuant to Article 4 of this Plan.

2.4 Resolution of Disputes. Disputes regarding the proper classification of Claims and Interests not specifically classified herein shall be resolved pursuant to the procedures established by the Court, this Plan, the Bankruptcy Code, the Bankruptcy Rules or other applicable law.

2.5 Unimpaired Classes. There are no unimpaired classes under this Plan.

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the extent of the value of such Creditor's interest in the Debtors' interest in the property or the amount of the setoff, as applicable; provided, however, that nothing herein shall prohibit a Secured Creditor form making the election provided in section 1111(b)(2) of the Bankruptcy Code.

Secured Creditor: any Creditor that is the holder of a Secured Claim.

Trustee: the Debtor in Possession or Trustee appointed by the United States Bankruptcy Court.

Tax Claim: any Claim that is entitled to priority in payment under section 507(a)(7) of the Bankruptcy Code.

Undetermined Claim: a Claim that is (a) a Contested Claim; (b) a Claim arising from the rejection of executory contracts or unexpired leases pursuant to this Plan; (c) an undetermined Administrative Claim in respect of an application of a Professional Person or (d) a Claim that is unliquidated or contingent.

Unsecured Claim: an unsecured Claim against the Debtor.

Unsecured Creditor: any Creditor that is the holder of an Unsecured Claim.

ARTICLE 2. Classification of Claims and Interests.

2.1 Classification. Claims against and Interests in the Debtors shall be classified herein as follows:

C. Classification

Class A: All administrative claims.

Class B: All claimants entitled to under 11 U.S.C. §507.

Class C: The allowed secured claim of the Federal Deposit Insurance Corporation as successor in interest to the Bank of Commerce, Chanute, Kansas, secured by real estate in Chanute, Kansas, located at 913-915 W. Cherry in Chanute, Kansas, and 54 acres located in an industrial park in Chanute, Kansas.

Class D: The allowed secured claim of the National Investors Pension Fund (Now Metropolitan Life Insurance Co.) secured by certain real estate located at 908 W. Chestnut in Chanute, Kansas.

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Class E: The allowed secured claim of the City of Spring Hill, Kansas, and the Commercial National Bank of Tulsa, Oklahoma, secured by 140 acres located in an industrial park in Spring Hill, Kansas.

Class F: The allowed secured claim and super-priority claim of Security Pacific Business Credit, Inc., secured by the following:

i) All of debtor's presently existing hereafter arising accounts, contract rights, causes of action, instruments, documents, chattel paper, choses, general intangibles (including, but not limited to, tax refunds); all of the forms of obligations owing to debtor and all guarantees and security therefore; all goods returned to, repossessed, reclaimed, replevined, sequestered, or stopped in transit by debtor, and all rights of debtor as an unpaid vendor in any of the foregoing; and, all of the debtor's books and records relating to any of the foregoing; and

All of debtor's inventory of every kind and description, now or at any time hereafter owned by or in the possession or custody, actual or constructive of debtor, including, but not limited to, antennas, receivers, LNB's, stands, connecting cables, electronic components, steel stock, motors, gears, disks, transistors, modulators, switches, mounts, raw materials, components, work in process, finished goods, supplies, and packing containers, packaging and shipping materials, wherever located; all patents, copyrights, trademarks, trade names, trade secrets, licenses, proprietary rights, sales and promotional materials, blueprints, drawings, jigs, forms, tools, dies, molds, patterns, and other manufacturing materials and items incident or related thereto or to the manufacturing and selling thereof; and all other

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3200 South M-291 Highway
Independence, Missouri 64055
July 31, 1987

Roger Mason, President
Birdview Satellite Communications, Inc.
908 West Chestnut
Chanute, Kansas 66720

Dear Mr. Mason:

We offer to purchase all of the assets ("Assets") of Birdview Satellite Communications, Inc. ("Birdview") which are listed on Schedule A attached to this letter. Our purchase would not include those items listed on Schedule B attached.

Our purchase would be on the terms, covenants and conditions below.

1. Purchase Price. We will pay $650,000, in cash as follows:

a. $10,000 upon your acceptance (as defined below) of this offer, which amount shall be deposited in escrow with THE BANK OF GRAIN VALLEY, INDEPENDENCE, MISSOURI. The escrow amount together with all interest earned on it shall be applied to the Purchase Price if the purchase is consummated or returned to us if the purchase fails to close through no fault of ours. If the purchase does not close as a result of our default, the escrow amount shall be forfeited by us and paid over to you as liquidated damages and you shall have no further rights against us. If, on the other hand, the purchase does not close as a result of Birdview's default, the escrowed funds shall be returned to us; and

b. The balance of the Purchase Price shall be paid in cash upon consummation of the transaction ("Closing).

2. Adjustment in Purchase Price. The Purchase Price shall be reduced by an amount equal to the total gross sales price of any of the Assets which are sold after the date of this offer and prior to Closing. But no sales will hereafter be made of any of the Assets for which a sale has not already been specifically authorized by the United States Bankruptcy Court for the District of Kansas (the "Court"); and any such sale will permit us to void the purchase and receive the refund of the escrowed funds.

3. Acceptance. This offer shall be deemed accepted and a contract reached between the parties upon execution by Birdview of the Acceptance form below and the entry of an

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appropriate order in form acceptable to us by the Court approving the transaction and authorizing its closing according to the terms of this offer.

4. Assignment. We shall be permitted to assign and transfer our purchase rights at any time to any other person, firm or corporation of our choosing. However, no such assignment shall relieve us of purchase obligations which we shall have incurred prior to the assignment..

5. Closing. The Closing shall take place at the offices of our attorneys, Constance, Stewart and Cook, 801 West Lexington, Independence, Missouri, at 2:00 p.m. on September 1, 1987, or at any time thereafter which you may determine, but not later than October 1, 1987.

6. Conditions of Title and Closing Documents. The Assets must be conveyed to us free and clear of all pledges, liens, charges, restrictions, encumbrances, covenants, tax claims, security interests, claims of creditors in bankruptcy, and any and all obligations and liabilities of any kind. At the Closing Birdview will execute and deliver to us all documents and forms required under the Uniform Commercial Code and the state law in order to perfect our title to our satisfaction to the Assets, and to provide us with good and marketable title free and clear of any defects. Birdview will also provide an order of the Court approving and confirming the sale and whatever other documents we deem reasonably necessary to assure us that the Assets are free and clear of creditors' claims and that any and all persons appointed by the Court to have possession and jurisdiction over the Assets have given their consent, if necessary, to the sale. You will also deliver to us an assignment of all your interests in the existing lease or tenancy of 817 and 818 West Cherry, Chanute, Kansas, and your acknowledgment that you relinquish and claim no further rights in the use and occupancy of the premises at those addresses. You will also provide us with assurance that the Assets will not be subject to losses, claims, damages, expenses or liabilities pursuant to the bulk sale provisions of the Uniform Commercial Code of Kansas.

7. Maintenance of Assets until Closing. From the date of this offer until Closing, Birdview shall continue to maintain the Assets in their present condition and will take no action or fail to take any action which would damage or cause loss to or diminish the value of the Assets.

8. Risk of Loss. The Assets shall be delivered to us upon Closing in the same condition as they now are except for ordinary wear.

9. Taxes. Any and all state, county and city taxes on the Assets which can be paid prior to Closing will be paid by Birdview, including sales taxes, if any. All others will be our obligation.

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10. Possession. Possession of the Assets shall be given at Closing.

11. Further Assurances. Birdview and we will cause to be executed any further or additional documents or instruments as from time to time may be reasonably required for the purpose of consummating the transaction.

12. Governing Law. The transaction shall be governed by and be construed and enforced in accordance with the laws of the State of Kansas.

13. Modifications. Once accepted, our offer and the terms of our agreement shall be subject to modification only by our mutual written consent and approval.

14. Miscellaneous.

a. Once accepted, we will expect Birdview to do any and all things necessary to expedite the Closing at the earliest possible time.

b. Headings in this letter are included for convenience only and are not to be used in interpreting the offer or the resulting agreement.

c. Any notices or other communications required or permitted will be in writing and will be deemed sufficiently given only if delivered in person or sent by telegram or by certified mail, postage prepaid, addressed to our respective addressees shown above.

d. Our agreement shall be binding upon and inure to the benefit of Birdview and us and to our respective heirs, successors and assigns.

We will appreciate a response from you as soon as possible.

John K. Washburn

John R. Washburn

Robert K. Brown

Robert K. Brown

ACCEPTANCE

Birdview accepts the above offer this 12th day of August, 1987.

BIRDVIEW SATELLITE COMMUNICATIONS, INC.

By: _____

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ITEMS TO BE INCLUDED IN PURCHASE

All of debtor's inventory of every kind and description, now or at anytime hereafter owned by or in the possession or custody, actual or constructive of debtor, including, but not limited to, antennas, receivers, LNBs, stands, connecting cables, electronic components, steel stock, motors, gears, disks, transistors, modulators, switches, mounts, raw materials, components, work in process, finished goods, supplies, and packing containers, packaging and shipping materials, wherever located; all patents, copyrights, trademarks, trade names, trade secrets, licenses, proprietary rights, sales and promotional materials, blueprints, drawings, jigs, forms, tools, tooling, dies, molds, patterns, and other manufacturing materials and items incident or related thereto or to the manufacturing and selling thereof; and all other items of a like or similar nature hereafter acquired by debtor by way of substitution, replacement, return, repossession or otherwise, and all additions, accessions and improvements thereto, and the resulting product or mass and any documents and other evidences of title representing any of the above; and

All of debtor's present machinery and equipment, including, but not limited to, test equipment, wave soldering units, radial drills, press brakes, welders, lathes, plating and etching equipment, air compressors, wheelabrators, microplace machines, and all fixtures, vehicles, office equipment, furniture, furnishings, tools, dies, jibs and attachments, wherever located, and all present and future proceeds and product thereof; all of debtor's additional equipment, wherever located, or like or unlike nature, to be acquired hereafter, and all proceeds, products, replacements, substitutions, accessions, additions and improvements to any of the foregoing; and all of debtor's general intangibles, including, without limitation, computer programs, computer discs, computer tapes, literature, reports, catalogs, drawings, blueprints and other proprietary items; and

Leasehold improvements located at 517 and 615 West Cherry, Chanute, Kansas; and

Air compressors and dryers leased from Knopke Bros.
The right to use the name "Birdview Satellite Communications" or any variation thereof.

All references to "debtor" are intended to mean Birdview Satellite Communications, Inc.

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EXHIBIT A

ITEMS TO BE EXCLUDED FROM PURCHASE

Accounts Receivable

Cash

Deposits

Escrowed Funds

Interest in Current or Future Litigation

Land and/or Buildings

Notes Receivable

Preferential Transfers

Prepaid Expenses

Reclaimed Equipment with Unperfected Liens

Securities

Tax Refunds

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3200 South M-291 Highway
Independence, Missouri 64055
August 3, 1987

Roger Mason, President
Birdview Satellite Communications, Inc.
908 West Chestnut
Chanute, Kansas 66720

Dear Mr. Mason:

Our offer to purchase the Assets of Birdview made on July 31, 1987, is modified by removing the first sentence of paragraph 2 and substituting the following:

> The Purchase Price shall be reduced by an amount equal to the total gross sales price in excess of $60,000 of any of the Assets which are sold from August 1, 1987, through August 31, 1987, and by an amount equal to all gross sales made after August 31, 1987, until Closing.

All other terms and conditions of the offer remain the same.

John R. Washburn

Robert K. Brown

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ACCEPTANCE

Birdview accepts the above offer this 12th day of August, 1987.

BIRDVIEW SATELLITE COMMUNICATIONS, INC.

By: Roger L. Mason
Roger L. Mason
President

Exhibit 2

FILED
OCT 1 1987
RUSSELL L. BRENNER, Clerk
U.S. COURT OF BANKRUPTCY
By _____ Deputy

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

In Re:	)	
	)	
BIRDVIEW SATELLITE COMMUNICATIONS, INC.,	)	Chapter 11 Case No. 86-41150
	)	

Debtor.

ORDER APPROVING SALE

NOW on this 30th day of September, 1987, comes on for hearing Birdview Satellite Communications, Inc.'s "Motion for Authority to Allow Birdview Satellite Communications, Inc. to Sell Free and Clear of Liens Assets Referred to in an Offer of Purchase to John R. Washburn and Robert K. Brown". Birdview Satellite Communications, Inc. appears as debtor and debtor-in-possession by and through its attorney, Mark G. Stingley and whose local counsel is Karen D. Wedel. Also appearing are Sheldon Solow representing Security Pacific Business Credit, Inc., Bill Zimmerman representing Neosho County, Kansas, David Skidgel representing the Federal Deposit Insurance Corporation, J. B. King representing the Unsecured Creditors Committee, Phil Gordon representing Pamida, Inc., Brad Constance representing John R. Washburn and Robert K. Brown, Kurt Stohlgren representing the United States Trustee's Office and John Stauffer representing Mr. and Mrs. Cedius Andreason. Evidence is heard and the Court makes the following findings, to wit:

1. That notice has been given to creditors and equity security holders and the said notice given is sufficient under the circumstances and proper.

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2. That Birdview Satellite Communications, Inc. has recognized its inability to reorganize under Chapter 11 and based upon the same is in the process of liquidating its assets.

3. That Birdview Satellite Communications, Inc. proposes to sell a number of its assets as described in Group Exhibit 2 to John R. Washburn and Robert K. Brown.

4. That there have been a number of objections to the motion herein filed, with the greatest number by a group that are commonly referred to as "descrambler creditors".

5. That based upon the liquidation of Birdview Satellite Communications, Inc., Birdview Satellite Communications, Inc. will be unable to supply the descramblers that the descrambler creditors are requesting.

6. That Security Pacific Business Credit, Inc. has indicated that it will be terminating financing of Birdview Satellite Communications, Inc. as of September 30, 1987.

7. That the evidence shows that the sale of the assets to John R. Washburn and Robert K. Brown is for a fair value.

8. That an auction or liquidation of the same assets that are being sold to John R. Washburn and Robert K. Brown would cause the estate to realize a lesser income from the sale of the said assets than it would from the sale of the assets to John R. Washburn and Robert K. Brown.

9. That none of the current officers of Birdview Satellite Communications, Inc. are members of the investor group of John R. Washburn and Robert K. Brown that are purchasing the said assets.

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10. That Birdview Satellite Communications, Inc. has sought other parties to purchase the said assets to no success.

11. That it is likely that the assets being sold to John R. Washburn and Robert K. Brown will decrease in value over a period of time.

12. That additionally the cost that would be incurred by the debtors to retain the said assets being sold herein would amount to a cost to the estate that would be eliminated by the sale of these assets to John R. Washburn and Robert K. Brown.

13. That it is the optimum time of the year to sell the said assets.

14. That John R. Washburn and Robert K. Brown have indicated that they would not be willing to purchase the said assets if the sale does not occur at this time.

15. That the Court has considered the descrambler creditors' objections and inasmuch as Birdview Satellite Communications, Inc. is liquidating and going out of business, there is no provision that can be made by this Court to order descramblers be made available to the descrambler creditors.

16. That the current amount owed to Security Pacific Business Credit, Inc. as of this date is approximately $812,000.

17. That the Unsecured Creditors Committee is not objecting to the sale of the assets to John R. Washburn and Robert K. Brown.

18. That the objection of Neosho County, Kansas is to the distribution of the proceeds received from the sale and not to the sale itself and this Court specifically finds that the liens,

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claims and interests of Neosho County, Kansas and Security Pacific Business Credit, Inc. will attach to the proceeds of the said sale. Furthermore, inasmuch as Neosho County, Kansas' claim is approximately $444,000.00, any amounts in excess of the said claim of Neosho County, Kansas can be paid directly to Security Pacific Business Credit, Inc. at the closing of the sale to John R. Washburn and Robert K. Brown and the excess shall be placed in an interest bearing account until it can be determined by this Court who is entitled to the remaining proceeds of the sale .

19. That the objection of the Federal Deposit Insurance Corporation, as successor in interest to the Bank of Commerce, is to the fact that they object to any leasehold improvements or fixtures in the real estate they have a security interest being part of the sale and furthermore that any items that were subject to the lease of the Boulevard State Bank lease to which the Federal Deposit Insurance Corporation is a successor in interest not be sold. Evidence was introduced at the trial of the merits that it is not the intent to sell any fixtures or leasehold improvements found in the real estate that the Federal Deposit Insurance Corporation, as successor in interest to the Bank of Commerce, has a security interest nor will leasehold items that the Boulevard State Bank had an interest in as lessor to which the Federal Deposit Insurance Corporation has become a successor in interest be sold. Specific reference was made in the evidence adduced that with regards to the real estate the Federal Deposit Insurance Corporation, as successor in interest to the Bank of Commerce, has a security interest in that a sprinkler system, air

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conditioning units and improvements to the building will not be part of the said sale.

20. That John R. Washburn will make available to qualified dealers at a cost the schematic schemes of Birdview Satellite Communications, Inc.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Birdview Satellite Communications, Inc. is hereby authorized and is given permission to sell to John R. Washburn and Robert K. Brown those items set forth in Group Exhibit 2 free and clear of liens with the liens, claims and interests of Security Pacific Business Credit, Inc. and Neosho County, Kansas attaching to the said proceeds.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Birdview Satellite Communications, Inc. is permitted to turnover to Security Pacific Business Credit, Inc. on the date of the closing of the sale to John R. Washburn and Robert K. Brown those amounts of monies in excess of the claim of Neosho County, Kansas.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any further proceeds from the said sale other than those turned over to Security Pacific Business Credit, Inc. are to placed in an interest bearing account and that this Court shall determine at a later date the priorities, validity and extent of the claimed liens, claims and interests of Neosho County, Kansas and Security Pacific Business Credit, Inc. in the proceeds placed in the interest bearing account.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the leasehold improvements and fixtures that are a part of the real estate

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that the Federal Deposit Insurance Corporation, as successor in interest to the Bank of Commerce, has a security interest in as referred to above not be part of the sale. Furthermore, any items that are a subject of the Boulevard State Bank lease to which the Federal Deposit Insurance Corporation has become a successor in interest not be part of the sale.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the pending motions and adversary actions by and between Birdview Satellite Communications, Inc. and Pamida, Inc. be continued until a specific date on the October, 1987 docket.

/s/ JAMES A. PUSATERI
JUDGE JAMES A. PUSATERI

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irdview Satellite Comm[illegible]ons, Inc., DIP
econciliation of Sale [illegible] Washburn & Robert K. [illegible]
inalized 10/14/87

ontract Price for assets		650000.00
eductions allowed in order to support continued operations per addendum:		
Sales of finished goods		
'08/87 in excess of $60K		8074.39
'09/87 total		19260.34
Sales of other assets:		
Per initial review as detailed 09/30/87		
08/06/87 sale to Farboil	1100.00	
08/07/87 sale to Bob Olsen	163.00	
08/17/87 sale to Hazen Tracer Co	1846.25	
08/18/87 sale to Marlene Wright	10.00	
08/26/87 sale to Hazen Tracer Co	1683.75	4803.00
riginally negotiated sale price s presented to the court at $617,800		617862.27
dditional reduction negotiated due to econdary review on 10/14/87 allowing maximum deviation of 1% from $617,800 sale llowing discovery of the following sales f fixed assets delivered after the irst of August which had been properly ecorded as sold on the dates of negotiation ut for which payment and delivery was delayed discussions regarding this particular ale and the resultant effect upon net sale rice to John Washburn and Robert K. Brown.		
08/07/87 sale to Midwest	50.00	
08/07/87 sale to Casework Concep	3455.00	
08/04/87 sale to Automotive Con'	1600.00	
08/25/87 sale to Ks Microtech	12155.72	
08/25/87 sale to Ks Microtech	1424.11	
10/14/87 Merchandise remaining to be picked up-Applied Resources	800.00	
Total Negotiable Items	19484.83	
djustment permitted as negotiated		6178.62
et negotiated sale price		611683.65

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EXHIBIT C

1. 913-915 W. Cherry, Chanute, Kansas
2. 54 acres in Industrial Park in Chanute, Kansas
3. 908 W. Chestnut, Chanute, Kansas
4. 140 acres in Industrial Park in Spring Hill, Kansas
5. 315 N. Lindenwood, Olathe, Kansas

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BIRDVIEW SATELLITE COMMUNICATIONS, INC., DIP
ESTIMATED BALANCE SHEET
FEBRUARY 20, 1988

ASSETS:		
CASH ON HAND AND IN BANKS	12,192.76	
MONEY MARKET ACCOUNTS-PROCEEDS OF SALE	497,749.73	
FUNDS HELD PENDING DISPOSITION:		
INSURANCE SETTLEMENT OF LOSS-W.R. PAYNE	8,116.00	
COLLECTION PROCEEDS-MTS INTERNATIONAL	9,752.43	527,810.92
ACCOUNTS RECEIVABLE: (SEE NOTE 5)		
ACCOUNTS PLACED WITH MTS INTERNATIONAL	1,261,272.00	
ACCOUNTS RECEIVABLE-TRADE	556,999.34	
ACCOUNTS RECEIVABLE-MISCELLANEOUS	138,789.34	
INCOME TAX REFUNDS RECEIVABLE	76,654.00	2,033,714.68
NOTES RECEIVABLE (SEE NOTE 5)		208,538.74
LAND (SEE NOTE 1)		799,254.74
BUILDINGS (SEE NOTE 1)		1,064,131.92
TOTAL ESTIMATED ASSETS		4,633,453.08
LIABILITIES:		
ACCOUNTS PAYABLE-PRE DIP	7,669,855.93	
ACCOUNTS PAYABLE-POST DIP	10,387.72	
ACCRUED PAYABLES-MISCELLANEOUS	473,927.33	
ACCRUED INTEREST	351,407.44	
ACCRUED DECODER LIABILITY (SEE NOTE 4)	2,905,000.00	
ACCRUED SUT	792.00	
ACCRUED FUTA	68.25	
PROPERTY TAXES PAYABLE-PRE DIP	519,630.43	
PROPERTY TAXES PAYABLE-POST DIP	709,108.68	12,640,167.78
SECURED DEBT:		
SECURITY PACIFIC BUSINESS CREDIT	560,298.42	
BANK IV OF OLATHE, KS-IRB	1,000,000.00	
METROPOLITAN LIFE INSURANCE CO.	318,759.41	
COMMERCIAL NATIONAL BANK OF TULSA, OK	479,001.00	
F.D.I.C.	376,300.24	
ADMINISTATIVE CLAIMS RESULTING FROM SECURED DEBTS ABOVE AND OTHER REJECTED LEASES AND CONTRACTS (SEE NOTES 2 AND 3)	UNKNOWN	2,734,359.07
TOTAL LIABILITIES		15,374,526.85
DEFICIENCY IN ASSETS		(10,741,073.77)
TOTAL LIABILITIES AND DEFICIENCY IN ASSETS		4,633,452.08

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Footnotes:

1) Real Estate values listed are at book values and Debtor believes that upon foreclosure of the real estate no equity will be available for distribution and potential for additional deficiency claims exists.

2) An unknown amount of the unsecured claims possibly could be found to be administrative expenses.

3) The amount of unsecured claims resulting from the rejection of leases and executing contracts is incapable of being determined at this time.

4) The amount of accrued promotion expense is calculated by recognizing 8300 claimants have a $350 claim each.

5) All account receivables and note receivables are listed at book value and probability exists that an unknown percentage of the said receivables are uncollectible.

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LIQUIDATION ANALYSIS

A.

	(1) Item Description	(2) Value	(3) Balance Due On Any Mortgage
1.	Cash Money Market Accounts; Insurance Settlements; MTS Collection Proceeds	527,810.92	*560,298.12
2.	Account Receivables	2,033,714.68	*560,298.12
3.	Real Estate	1,863,388.60 (*Book Value for further explanation See Note 1 to Exhibit E)	1,174,060.60 + potential deficiency on $1,000,000 owed to Bank IV on Olathe, Kansas Real Estate

B. Ration of Unsecured property to unsecured indebtedness.

(1) Total value of unsecured property: (from B, supra) If collect 100% of Receivables would have estimated $2,033,714.68; also, potential preferential transfer, fraudulent transfers and turnover recoveries of an unknown amount.

(2) Unsecured debt:

1.	Trade Creditors	$7,669,855.93
2.	Decoder Creditors	2,905,000.00
3.	Unknown Amount of Unsecured Debt of Rejected Leasehold Creditors	Unknown

Total of the unsecured debt itemized from schedules: $10,574.855.933 + unknown amount of unsecured debt of rejected leasehold creditors.

(3) total value of undersecured debt, if it is a negative value: Unknown until sale of real estate at foreclosure sale.

(4) Total value of unsecured and undersecured debt: $10,574,855.93 + unknown amount of undersecured debt and rejected leasehold claims.

EXHIBIT E

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(5) The percentage of unsecured and undersecured debt which would be paid in straight liquidation: unable to estimate because of contingencies stated above.

(6) Percentage of unsecured and undersecured debt which the debtor(s) actually propose to pay: Amount realized in actual liquidation.

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EXHIBIT E

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FILED
RUSSELL L. BRENNER, CLERK

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

FEB 24 1988

U.S. COURT OF BANKRUPTCY

By _____ Deputy

IN RE: Birdview Satellite Communications, Inc., Debtor.	Chapter 11 SECOND AMENDED DISCLOSURE STATEMENT Hon. James A. Pusateri

SECOND AMENDED
DISCLOSURE STATEMENT OF DEBTOR
PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE

Dated: February 23, 1988

This Second Amended Disclosure Statement (the "Disclosure Statement") has been prepared and is being distributed with the Second Amended Plan of Reorganization, dated February 23, 1988, filed by Birdview Satellite Communications Inc. ("Debtor")

I. INTRODUCTION

A. Purpose

The Plan Proponents are providing this Disclosure Statement to all of Debtors' known Creditors and holders of Interests of Birdview Satellite Communications, Inc., pursuant to section 1125 of the Bankruptcy Code (the "Code"), in order to enable such Creditors and holders of Interests to make an informed judgment concerning the Plan Proponents' solicitation of acceptances of the Plan. A copy of the Plan is attached hereto as Exhibit "A".

The United States Bankruptcy Court for the District of Kansas will subsequently hereto conduct a hearing to determine if the information contained in the Disclosure Statement is of a kind and in sufficient detail, to enable a hypothetical reasonable investor typical of the holders of Claims against or Interests in the Debtor to make an informed judgment in voting to accept or reject the Plan. Approval of this Disclosure Statement by the Court, however, does not constitute a recommendation to accept or reject the Plan.

B. Construction

The definitions in the Plan are applicable herein. Insofar as not inconsistent or in conflict with said definitions, the words herein shall have the meanings ascribed thereto by the Code and the Bankruptcy Rules.

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C. Sources of Information

Except as otherwise expressly indicated, the portions of this Disclosure Statement describing Debtors, their business and the Plan have been prepared from information furnished by Debtor.

D. Brief Explanation of Chapter 11

Chapter 11 is the principal business reorganization section of the Code. Pursuant to chapter 11, a debtor is authorized to reorganize its business for its own benefit and that of its creditors and other interest holders. Attempts at collection of prepetition claims from the debtor and any attempts to foreclose upon property of the debtor by any secured creditor are stayed during the pendency of the case. In these cases, Debtors continued in possession of their property and operate their business, as debtors in possession, pursuant to the provisions of Sections 1107 and 1108 of the Code. Section 1107(a) of the Code vests Debtors with substantially the same powers as would be enjoyed by a trustee appointed in a case under the Code.

Formulation of a plan of reorganization is the overriding purpose of a chapter 11 reorganization case. The plan is the vehicle for satisfying the rights of holders of claims against and interests in the debtor.

E. Disclaimers

THIS DISCLOSURE STATEMENT MAY NOT BE RELIED UPON FOR ANY PURPOSES OTHER THAN TO DETERMINE HOW TO VOTE ON THE PLAN, AND NOTHING CONTAINED IN IT SHALL CONSTITUTE AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING DEBTORS OR ANY OTHER PARTY, OR BE DEEMED CONCLUSIVE ADVICE ON THE LEGAL EFFECTS OF THE REORGANIZATION OF DEBTORS ON HOLDERS OF CLAIMS OR INTERESTS.

EXCEPT AS MAY BE SET FORTH IN THIS DISCLOSURE STATEMENT OR ANY OTHER DISCLOSURE STATEMENT OR OTHER DOCUMENT APPROVED FOR DISTRIBUTION BY THE COURT. NO REPRESENTATIONS CONCERNING DEBTORS OR THE VALUE OF THEIR ASSETS ARE AUTHORIZED BY THE COURT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE ACCEPTANCE OR REJECTION OF THE PLAN BY CREDITORS OR HOLDERS OF INTERESTS IN DEBTORS WHICH ARE OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT OR ANY OTHER DISCLOSURE STATEMENT DOCUMENT APPROVED FOR DISTRIBUTION BY THE COURT SHOULD NOT BE RELIED UPON IN VOTING ON THE PLAN.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS ANOTHER TIME IS SPECIFIED HEREIN, AND NEITHER DELIVERY OF THIS DISCLOSURE STATEMENT NOR ANY EXCHANGE OF RIGHTS MADE IN CONNECTION WITH THIS DISCLOSURE STATEMENT SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE FACTS SET FORTH HEREIN SINCE THE DATE THE DISCLOSURE STATEMENT WAS COMPILED.

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THERE HAS BEEN NO INDEPENDENT AUDIT OF THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT. DEBTORS ARE UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS WITHOUT ANY INACCURACY, ALTHOUGH ALL SUCH INFORMATION IS ACCURATE TO DEBTORS' BEST KNOWLEDGE, INFORMATION AND BELIEF.

THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED ON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN.

II. CONFIRMATION PROCEDURES

The Plan cannot be consummated unless it is confirmed by the Court. Confirmation of the Plan requires that, among other things, either (i) each Class of Claims or Interests that is impaired by the Plan has voted to accept the Plan by the requisite majority, or (ii) the Plan is determined by the Court to be fair and equitable, as defined by the Code, with respect to Classes of Claims and Interests that have rejected the Plan. The Code also requires that the confirmation of the Plan be in the "best interests" of all creditors and holders of interests (See Section VIII (A) hereof).

Plan Proponents believe that the Plan meets the classification requirements of the Code, which requires that all claims or interests in a class be "substantially similar." Disputes regarding the proper classification of Claims or Interests not specifically classified in the Plan shall be resolved pursuant to the procedures established by the Code, the Bankruptcy Rules, and other applicable law.

A. Creditors Eligible to Vote

Only the votes of Classes whose Claims or Interests, as the case may be, are impaired by the Plan will be counted in connection with the confirmation of the Plan. Generally, and subject to the specific provisions of section 1124 of the Code, a Class is "impaired" if its legal, equitable or contractual rights attaching to the Claims or Interests of that Class are modified, other than by curing defaults in stated maturities or by payment in full in cash on the Effective Date. All classes under the DEBTOR'S SECOND AMENDED PLAN are impaired and therefore no classes will be deemed to have accepted the plan, and accordingly, are entitled to vote to accept or reject the Plan. In determining acceptance of the Plan, votes will be counted only if submitted by a holder of an Allowed Claim or Interest. Claims may be allowed by the Court for voting purposes only.

B. Acceptances Necessary to Confirm the Plan

For the Plan to be accepted and thereafter confirmed, it must be accepted by at least one Class of Claims which is impaired by the Plan. Under section 1126 of the Code, an impaired Class is deemed to have accepted the Plan if (i) with

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respect to a Class of Claims, votes representing at least two-thirds in amount and more than one-half in number of Allowed Claims that have voted in that Class have accepted the Plan and (ii) with respect to a Class of Interests, votes representing at least two-thirds in amount of those Allowed Interests that have voted have accepted the Plan; provided that the vote of any Creditor or holder of an Interest that is determined by the Court to be an entity whose acceptance or rejection was not in good faith will not be counted.

Unless an impaired Class unanimously accepts the Plan, in order to confirm the Plan, the Court must independently determine that the Plan provides to each holder of a Claim or Interest, as the case may be, of such Class a recovery which has a value, as of the Effective Date, at least equal to the value, as of the Effective Date, of the distribution which such holder would receive or retain if Debtors were instead liquidated under chapter 7 of the Code on the Effective Date. Plan Proponents believe that the Plan will enable the Court to make this determination.

C. Manner of Voting

In voting for or against the Plan, please use only the ballots sent to you with this Disclosure Statement.

The record date for determining which holders of Interests are entitled to vote for the Plan will be the date the order approving the disclosure statement was entered. The said order accompanies the Disclosure Statement. If a Person has an Allowed Claim or Interest in more than one Class, such Person may vote multiple ballots.

Creditors and holders of Interests entitled to vote to accept or reject the Plan may vote by completing, dating, signing and mailing the accompanying ballot to the Debtors, care of:

Mark G. Stingley
Linde Thomson Langworthy Kohn & Van Dyke, P.C.
2700 City Center Square
12th & Baltimore
P.O. Box 26010
Kansas City, Missouri 64196-6010

In order for a ballot to be counted, the ballot must be received on or before _____ ___.m. _____, 1988. A ballot, once submitted, cannot be withdrawn or modified except as provided under the Code.

D. Confirmation Without Acceptance

Section 1129(b) of the Code provides that the Plan may be confirmed by the Court despite not being accepted by every impaired Class if (i) at least one impaired Class of Claims has accepted the Plan, and (ii) the Court finds that the Plan does not discriminate unfairly and is fair and equitable to the

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rejecting Classes. Among other things, such a finding would require a determination by the Court that the Plan would require that no holder of an Allowed Claim or Interest junior to the rejecting Class receive or retain any property or payment under the Plan.

Debtors reserve the right, pursuant to section 1129(b) of the Code, to request the Court to confirm the Plan if all of the applicable requirements of section 1129(a) of the Code have been met. In addition, Debtors reserve the right, pursuant to section 1126(e) of the Code, to request the Court to strike any rejection of the Plan by any holder of a Claim or Interest as not being in good faith.

E. Hearing on Confirmation of the Plan

The Court has set _____ ____, 1988, at _____ __m., in Topeka, Kansas, for the hearing to determine whether the Plan has been accepted by the requisite number of Creditors and holders of Interests and whether the other standards for confirmation of the Plan have been satisfied (See Section VIII hereof). The hearing may be adjourned from time to time without further written notice other than an announcement in open court. Each Creditor and holder of an Interest will receive, either with this Disclosure Statement or separately, the Court's Notice of Hearing on Confirmation of the Plan.

F. Effect of Confirmation

Under section 1141(d)(3) of the Bankruptcy Code, because the Plan provides for the liquidation of all or substantially all of the property of Debtors and Debtors will not engage in business after the consummation of the Plan, the Confirmation of the Plan does not discharge Debtor.

III. GENERAL INFORMATION

The information set forth in this section is true and correct to the best of Debtors' knowledge, information and belief; provided, however, (i) Debtors and their counsel have been unable to confirm to their complete satisfaction the accuracy of the facts stated below and (ii) due to the nature of Debtors' affairs and the accuracy of their books and records, the facts stated below may not be complete.

A. History of the Debtor and Events Leading up to Chapter 11 Filing

The Debtor was organized in March 1981 to design, manufacture and market complete home satellite television systems for the receipt of satellite television programming.

Sales of the Debtor's products expanded steadily from their introduction to the market in 1982 through the second quarter of fiscal 1986, after which sales began to decline, due at first to

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early inclement weather conditions in much of the country and ultimately to adverse conditions in the Debtor's industry resulting from consumer uncertainty over program scrambling. The Debtor enjoyed profitable operations and rapid growth in the fiscal years ended March 31, 1984 and 1985. Although overall sales in the fiscal year ended March 31, 1986 exceeded sales in the previous year, the relatively small increase was not consistent with the Debtor's previous record of rapid annual growth. The Debtor experienced substantial losses from operations and from the write down of significant assets in the third and fourth quarters of fiscal 1986, resulting in a net loss of $9,456,000 and a $1,303,000 deficiency in assets for the 1986 fiscal year. Reduced product demand, losses from operations and a negative net worth continued into the first quarter of fiscal 1987.

In the fiscal 1984 and 1985 and the first two quarters of fiscal 1986, the Debtor expanded its operations to meet rising product demand and anticipated future increases in demand. Such expansion included the addition of administrative, marketing and skilled technical personnel; increases in production employment; purchases and leases of facilities for current operations and future expansion; acquisition of sophisticated production equipment; expansion of the Debtor's sales force; substantial purchases of raw materials and components; the opening of a purchasing office in Japan; and the creation of separate operational divisions within the Debtor.

The Debtor's history of continued expansion was reversed during the latter half of fiscal 1986, as adverse market conditions and the failure of sales to meet anticipated levels, combined with higher rates of spending created during the expansion period, resulted in operating losses and severe cash flow difficulties which caused the Debtor to shift its emphasis to a consolidation and restructuring of its operations.

The Debtor responded to these conditions by significantly reducing its employment levels and the size and complexity of its operations, by instituting a number of marketing initiatives, and by attempting a restructuring of its unsecured and certain secured debt.

The lower sales volume experienced in the third and fourth quarters of fiscal 1986 resulted in an insufficiency of cash flow to pay current the substantial unsecured trade debt and certain secured obligations incurred during the expansion period. A number of creditors initiated collection of actions against the Company.

On July 15, 1986, the Debtor's auditors issued a qualified opinion in their report on the audit of the Debtor's financial statements for the fiscal year ended March 31, 1986. The auditors' report cites three primary uncertainties with regard to the Debtor's financial condition: (1) the Debtor's ability to continue in existence as a going concern is subject to various contingencies, such as the restructuring of debt obligations, the

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maintenance of existing credit arrangements and the need to achieve profitability; (2) uncertainties with regard to future liabilities arising out of the termination of certain equipment and real property leases and purchase agreements in connection with the consolidation and restructuring of the Debtor; and (3) the possibility that future write-downs of assets may be required in connection with a further consolidation of the Debtor's operations.

Due to the substantial decrease in the Debtor's net worth, at the close of trading on July 9, 1986, the National Association of Securities Dealers, Inc. withheld further quotations of the market price for the Debtor's common stock from its NASDAQ System, and gave the Debtor notice that its stock would be delisted by NASDAQ unless the Debtor could achieve a total capital and surplus in excess of $375,000 by July 30, 1986. On August 18, 1986 the Debtor filed the Bankruptcy Action in the United States Bankruptcy Court for the District of Kansas.

B. Significant Events in This Chapter 11 Case

1. Introduction

Debtors commenced their respective chapter 11 cases by filing voluntary petitions for reorganization under chapter 11 of the Code on August 18, 1986.

Since the commencement of their chapter 11 cases, Debtors have remained in possession of their respective properties and have operated and managed their businesses, as debtors in possession, pursuant to the provisions of sections 1107 and 1108 of the Code. On February 24, 1988 a hearing will be held whether or not to appoint a Trustee. This disclosure statement will be supplemented on whether or not a trustee was appointed.

After the commencement of the case the Court approved the employment of the law firm of Linde Thomson Langworthy Kohn & Van Dyke, P.C., 2700 City Center Square, 12th & Baltimore, P.O. Box 26010, Kansas City, Missouri 64196-6010 and Suite 1000, One Glenwood Place, 9300 Metcalf, Overland Park, Kansas 66212-1464.

2. Post-Petition Financing Arrangement

Following the filing of the Bankruptcy Action herein, the Debtor entered into a Post-Petition Financing Arrangement with Security Pacific Business Credit, Inc. A copy of an executed Post-Petition Financing Arrangement that reflects the terms of the financing agreement is marked Exhibit "A" and is attached hereto and made a part hereof as if contained herein.

3. Sales of Assets

Since the commencement of this case, Debtor has sold various interests in property pursuant to court orders. Attached hereto

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as Exhibit "B" is the Motion and Order to sell personal property to John Washburn and Robert Brown and an accounting of the net sales price received from the sale. Also attached hereto as Exhibit "C" is a list of the real property which relief has been granted to the lenders to foreclose upon. Also all leases have been rejected or will be rejected under the terms of the second amended Plan.

4. Secured Lenders

Substantially all of Debtors' assets were encumbered with consensual or statutory liens. In a chapter 11 case, a debtor is only permitted to use the proceeds of a secured creditor's collateral with either the secured creditor's permission or pursuant to a court order. Debtor and Security Pacific Business Credit entered into cash collateral order in which Debtor was authorized to continue to use the cash proceeds of lenders' collateral to operate the subject property. The cash collateral agreement was incorporated in an order which provided that Debtors would continue to operate and manage the business, pay all necessary operating expenses and pay all sums remaining to Security Pacific Business Credit, or subject to further order of the Court.

5. Pending Adversary Proceedings and Potential Action to be Taken Concerning Related Party Transactions

(a) Bankruptcy Court: Various adversary proceedings have been filed by the Debtors against third parties to recover property that was preferentially or fraudulently transferred to third parties prior to the filing of bankruptcy. These include pre-petition transfers of cash and real property.

Various adversary proceedings are also pending in the Bankruptcy Court to determine the validity, extent and priority of mortgage and security interests in real and personal property. Other actions include turnover and other complaints relating to title of the Debtors' assets.

In addition, management of the Debtor in its capacity as Debtor in Possession has investigated certain related party transactions that occurred by and between certain officers and directors of the Debtor. In particular, there have been investigations concerning the advancement of funds that were made by the Debtor to Charles A. Ross, the former president and chairman of the Debtor. In particular, the Debtor investigated whether or not certain advancements made by the Company to Mr. Ross constituted amounts that would be owed by Mr. Ross to the Company. An action has been brought by the Company against Mr. Ross on a promissory note in the amount of $167,147.16.

Also, the Debtor intends to bring an action against Kansas Microwave, Inc. or its successor, directors and officers for the engineering services that were performed for Kansas Microwave, Inc. by the Debtor of which there remains $40,000 due and owing by Kansas Microwave, Inc. to the Debtor. Charles A. Ross is an

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officer and director and 40% shareholder of Kansas Microwave, Inc. which is a now dissolved Kansas corporation. Kansas Microwave, Inc. furthermore was engaged in the development of radar detection product of which his son, Stanton Ross, is president. Furthermore, Roger L. Mason, who is now the president of Birdview Satelite Communications, Inc. was an officer and director of Kansas Microwave, Inc. and a stockholder of Kansas Microwave, Inc.

In addition the Debtor understands that the Securities and Exchange Commission is continuing its investigation concerning whether three White Freight Liner Tractors sold to the Debtor by Roger L. Mason, the current president of the Debtor, constitutes an improper related party transaction. The Debtor will continue its investigation into this matter to determine whether or not an action should be brought in the bankruptcy action for turnover of funds. As of this date, no determination has been made.

The Debtor will continue to investigate whether or not there are other related party transactions which should be brought for turnover of monies from the parties that improperly received funds pursuant to a related party transaction.

Both before and during the course of the bankruptcy actions, certain account receivables were turned over to MTS Financial Services of Louisville, Kentucky for action to be brought on the receivables. An adversary proceeding has been brought by the Debtor for the turnover of the account receivable files and an accounting to be made by MTS. If MTS is successful in retaining the files, the Debtors will be requiring MTS to pursue each of the account receivables to a conclusion. If the Debtor has the files returned to it, it will be hiring counsel to bring action on the account receivables if the amounts cannot be collected by the Debtor itself prior to litigation.

The Debtor is unable to estimate the potential chance of success in recovering on any of the aforementioned adversary actions including the related party transactions but does anticipate some recovery. Of course, the more recovery that is received by the Debtor in the course of the liquidation, the more dollars there will be available to pay toward claims in the case.

6. Markets for Sale of Stock

Currently there are approximately 12,913,024 shares of stock outstanding held by approximately 13,500 shareholders (5,000 of these are holders of record with the remaining held in street names). There is no principal market for the sale of the said stock and activity in the stock remains at a minimal level.

V. DESCRIPTION OF THE PLAN OF REORGANIZATION

THE FOLLOWING IS A BRIEF SUMMARY OF CERTAIN OF THE MORE SIGNIFICANT MATTERS CONTEMPLATED TO OCCUR EITHER PURSUANT TO OR IN CONNECTION WITH CONFIRMATION OF THE PLAN. THE SUMMARY ONLY HIGHLIGHTS CERTAIN SUBSTANTIVE PROVISIONS OF THE PLAN AND IS NOT, NOR

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IS IT INTENDED TO BE, A COMPLETE DESCRIPTION OF OR A SUBSTITUTE FOR A FULL AND COMPLETE READING OF THE PLAN, WHICH ALL HOLDERS OF CLAIMS OR INTERESTS IN THE DEBTORS ARE URGED TO REVIEW CAREFULLY. THE PLAN, IF CONFIRMED, WILL BE BINDING UPON THE DEBTOR AND ALL HOLDERS OF CLAIMS AND INTERESTS. ANY STATEMENTS REGARDING PROJECTED AMOUNTS OF CLAIMS ARE ESTIMATES OF THE DEBTOR BASED UPON CURRENTLY AVAILABLE INFORMATION AND ARE NOT A REPRESENTATION THAT SUCH AMOUNTS WILL ULTIMATELY PROVE CORRECT.

The Plan contemplates a liquidation of the Assets. The Cash and Proceeds shall be allocated and distributed in accordance with the terms of the Plan. Holders of Allowed Claims and Allowed Interests will receive Cash in full satisfaction of such Claims and Interest if sufficient cash is realized from the liquidation to pay any amounts to holders of such claims or interests. The distributions set forth below are based upon estimates by the Debtors of the amounts of Claims and Interests that are filed or scheduled in the Chapter 11 Case.

The Plan defines two significant dates, the Confirmation Date and the Effective Date. The Confirmation Date is the date the Court enters the Confirmation Order confirming the Plan and approving the transactions contemplated in the Plan, provided, however, that if on motion the Confirmation Order or consummation of the Plan is stayed pending appeal, then the Confirmation Date shall be the date on which such stay expires or is no longer in effect. The Effective Date is the first Business Day occurring on or after the thirteenth day after the Confirmation Date. All distributions will commence on the Distribution Date and shall be made on a Pro Rata basis.

The Debtors anticipate that on the Distribution Date a number of Undetermined Claims will remain. No distributions will be made with respect to an Undetermined Claim unless and until it becomes an Allowed Claim. Cash allocable to such claims shall be held in a Liquidation Fund by the Debtor in Possession or the Trustee in accordance with the terms of the Plan.

Disputes regarding the proper classification of Claims and Interests not specifically classified in the Plan shall be resolved pursuant to the procedures established by the Court, the Plan, the Bankruptcy Code, the Bankruptcy Rules and other applicable law.

The Effective Date may be delayed should there be opposition to the Plan from holders of Claims or Interests. Such opposition to the Plan could take the form of objections to the adequacy of the information in this Disclosure Statement, objections to confirmation of the Plan, appeals of the Confirmation Order and requests for a stay-pending appeal of the Confirmation Order. Resolution of such challenges to the Plan or this Disclosure Statement may take time and, therefore, the actual Effective Date cannot be predicted with certainty.

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A. Liquidation

The Plan is a liquidation plan under Section 1123(b)(4) of the Bankruptcy Code. Commencing on the Effective Date, the Debtor in Possession or Trustee shall be charged with liquidating all the assets of the Debtor.. All the proceeds of the liquidation of the Remaining Assets and Causes of Action shall be distributed Pro Rata to the allowed Claims and interests in accordance with the priorities set forth in the Bankruptcy Code under 11 U.S.C §507 and once these are paid then to unsecured claimants and then to the holders of interests. All payments referred to above are subject to secured claimants rights to foreclose and liquidate their collateral.

B. Treatment of Claims and Interests

The Plan divides Claims and interests into the nine Classes listed below. the Debtors have no present reason to believe that there will be any material change in the number or amount of these Claims or Interests prior to the hearing on confirmation.

C. Classification

Class A: All administrative claims. (Unknown as to amount at this time)

Class B: All claimants entitled to under 11 U.S.C. §507. (Unknown as to total amount at this time, however, there are property taxes due of approximately $1,228,729 and State and Federal unemployment taxes of approximately $860.25)

Class C: The allowed secured claim of the Federal Deposit Insurance Corporation as successor in interest to the Bank of Commerce, Chanute, Kansas, secured by real estate in Chanute, Kansas, located at 913-915 W. Cherry in Chanute, Kansas, and 54 acres located in an industrial park in Chanute, Kansas. (Claim amounts to approximately $376,300.24)

Class D: The allowed secured claim of the National Investors Pension Fund (Now Mutual Benefit Life Insurance Co.) secured by certain real estate located at 908 W. Chestnut in Chanute, Kansas. (Claim amounts to approximately $376,300.24)

Class E: The allowed secured claim of the City of Spring Hill, Kansas, and the Commercial National Bank of Tulsa, Oklahoma, secured by 140 acres located in an industrial park in Springhill, Kansas. (Claim amounts to approximately $479,001.00)

Class F: The allowed secured claim and super-priority claim of Security Pacific Business Credit, Inc., secured by the

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following: (Claim as of this date amounts to approximately $560,298.42)

i) All of debtor's presently existing hereafter arising accounts, contract rights, causes of action, instruments, documents, chattel paper, choses, general intangibles (including, but not limited to, tax refunds); all of the forms of obligations owing to debtor and all guarantees and security therefore; all goods returned to, repossessed, reclaimed, replevined, sequestered, or stopped in transit by debtor, and all rights of debtor as an unpaid vendor in any of the foregoing; and, all of the debtor's books and records relating to any of the foregoing; and

All of debtor's inventory of every kind and description, now or at any time hereafter owned by or in the possession or custody, actual or constructive of debtor, including, but not limited to, antennas, receivers, LNB's, stands, connecting cables, electronic components, steel stock, motors, gears, disks, transistors, modulators, switches, mounts, raw materials, components, work in process, finished goods, supplies, and packing containers, packaging and shipping materials, wherever located; all patents, copyrights, trademarks, trade names, trade secrets, licenses, proprietary rights, sales and promotional materials, blueprints, drawings, jigs, forms, tools, dies, molds, patterns, and other manufacturing materials and items incident or related thereto or to the manufacturing and selling thereof; and all other items of alike or similar nature hereafter acquired by debtor by way of substitution, replacement, return, repossession or otherwise, and all additions, accessions and improvements thereto, and the resulting product or mass and any documents and other evidences of title representing any of the above; and

All of debtor's present machinery and equipment, including, but not limited to, test equipment, wave soldering units, radial drills, press brakes, welders, lathes, plating and etching equipment, air compressors, wheelabrators, microplace machines, and all fixtures, vehicles, office equipment, furniture, furnishings, tools, dies, jigs and attachments, wherever located, and all present and future proceeds and product thereof; all of debtor's additional equipment, wherever located, of like or unlike nature, to be acquired hereafter, and all proceeds, products, replacements, substitutions, accessions, additions and improvements to any of the foregoing; and all of

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debtor's general intangibles, including, without limitation, computer programs, computer discs, computer tapes, literature, reports, catalogs, drawings, blueprints and other proprietary items.

All other choses in action of every kind and nature including, without limitation, the proceeds of any litigation initiated by Debtor or of any action brought under 11 U.S.C. §544, §547 or §548 now in existence or hereafter created, now or hereafter owned or held by or payable to the Debtor and the proceeds and products of all of the Pre-Petition Collateral and Post-Petition Collateral including, without limitation, all accounts, contract rights, purchase orders, documents, chattel paper, instruments, general intangibles inventory, machinery and equipment, furniture and fixtures and the proceeds and products thereof of Pre-DIP upon which SPBC held a security interest prior to the date of the Petition.

ii) All or Borrower's now existing or hereafter acquired real property subject only to liens and encumbrances of records.

Class G: The allowed secured claim of the City of Olathe, Kansas under an industrial revenue bond which Bank IV, Topeka, Kansas, is the Trustee consisting of real estate located at 315 N. Lindenwood, Olathe, Kansas as well as machinery and equipment located at the same address. (Claim amounts to approximately $1,000,000)

Class H: All unsecured claims including those creditors set forth in Schedule A-3 or who have filed claims in this case, decoder creditors and those unsecured claims incurred by parties whose leases have been rejected. (Accounts payable amount to approximately $7,669,855.93 and decoder claims amount to approximately $2,905,000)

Class I: All interest of equity security holders of Birdview Satellite Communications, Inc. (There are approximately 12,913,024 shares held by 13,500 shareholders of which 5,000 are held by owners of record and the remainder held in street names.)

D. Impairment

All classes of claims and interests are impaired. If there had been unimpaired classes under Section 1124 of the Bankruptcy Code, such Classes would have been deemed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code.

All Claims and Interests are impaired by the Plan and such Creditors and holders of Interests shall be entitled to vote to accept or reject the Plan.

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In as much as under the liquidation all parties are allowed to have funds distributed to them if sufficient funds are realized from the liquidation, there will be no party deemed to have rejected the Plan.

ARTICLE 3. General Description of Plan.

This plan contemplates the liquidation of all the assets of the debtor over a period of time. The debtor shall under the terms and conditions contained in this plan liquidate the assets and disburse the funds received in the manner set forth below.

3.1 CLASS A. Costs and expenses of administration including fees and allowances as finally determined by the Court shall be paid as follows, to wit:

1) All administrative expenses are subject to the super-priority granted Security Pacific Business Credit, Inc. in the order authorizing borrowing and shall be paid to the extent there are proceeds available following the payment to Security Pacific Business Credit, Inc. of its super-priority the amounts due on claim.

2) All legal fees incurred by Linde Thomson Langworthy Kohn & Van Dyke, P.C., shall be paid upon approval of the court.

3.2 CLASS B: To the extent there are any priority claims approved by the court, all priority claims will be paid as their respective claims appear according to the priorities set forth in 11 U.S.C. §507 on a pro-rata basis of any excess funds available for payment after the payment of the aforementioned super-priority claim of Security Pacific Business Credit, Inc. and administrative expense claims.

3.3 CLASS C: The allowed secured claim of the Federal Deposit Insurance Corporation as successor to the Bank of Commerce of Chanute, Kansas, shall be satisfied by the turnover of real property and proceeds from the sale to the extent any exist of the fifty-four (54) acres which the City of Chanute, Kansas desires to purchase for an amount equal to the taxes due and owing on the property which the City or Chanute, Kansas would assume if they were allowed to purchase the property. To the extent there is any undersecured claim, the undersecured claim will be treated pursuant to the treatment set forth in Class H below.

3.4 CLASS D: The allowed secured claim of National Investors Pension Fund (now Metropolitan Life Insurance Co.) shall be satisfied by the sale of 908 W. Chestnut, Chanute, Kansas. The lien of National Investors Pension Fund will attach to the proceeds of the said sale. To the extent there is any undersecured claim, the undersecured claim shall be teated in accordance with the terms set forth in Class H below.

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3.5 CLASS E: The allowed secured claim of the City of Spring Hill and the Commercial National Bank of Tulsa, Oklahoma, shall be satisfied by the return of the 140 acres securing the allowed secured claim in the industrial park in Spring Hill, Kansas. To the extent there is any undersecured claim, the undersecured claim shall be treated in accordance with the terms set forth for the treatment of unsecured claimants in Class H below.

3.6 CLASS F: The allowed secured claim of Security Pacific Business Credit, Inc., shall be settled and satisfied by the payment of the amounts due Security Pacific Business Credit, Inc. form the sale of the collateral in an orderly manner. To the extent the amount due to Security Pacific Business Credit, Inc. is subject to a super-priority claim in favor of Security Pacific Business Credit, Inc. pursuant to the Order authorizing borrowing the said amounts will be paid prior to any other entities herein. To the extent there is any undersecured claim, the undersecured claim shall be treated in accordance with the terms set forth for the treatment of unsecured creditors set forth in Class H below.

3.7 CLASS G: The allowed secured claim of the City of Olathe, Kansas, pursuant to an industrial revenue bond of which Bank IV of Topeka, Kansas as the trustee has been settled and satisfied by the return of the property located at 315 N. Lindenwood, in Olathe, Kansas and by the sale of the machinery and equipment located at the same address. The debtor specifically reserves the right to investigate whether or not approximately one (1) acre of the property located at 315 N. Lindenwood might have not been secured and therefore remains in the name of the debtor, the debtor proposes to sell the same and apply the proceeds to the claims set forth in Class H below. If the City of Olathe, Kansas has an undersecured claim the undersecured claim shall be treated in accordance with the terms set forth for the treatment of unsecured creditors set forth in Class H below.

3.8 CLASS H: All unsecured claims including those creditors set forth in Schedule A-3 or who have filed and held allowed claims in this case, decoder creditors who have filed and held allowed claims in this case, claims of lessors of rejected leases, and undersecured claims to the extent there are any excess funds available following the liquidation of the assets of the debtor after the payment to Security Pacific Business Credit, Inc. of its super-priority claim, the claims to be paid to Class A claimants, and payment to those claimants holding a claim in Class B will be paid those funds as their respective interests appear on a pro-rata basis.

3.9 CLASS I: All equity security holders to the extent there are any excess funds available following the liquidation of the assets of the debtors after the payment to Security Pacific Business Credit, Inc., of its claim and the payment to the Class A, B and H claimants of their claims will be paid on a pro-rata basis. Following the liquidation the Debtor intends to dissolve the Corporation.

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F. Summary of Other Provisions of the Plan.

1. Interest. No Allowed Claim or Allowed Interest shall receive any payment in excess of the amount allowed by the Court with respect to such Allowed Claim or Allowed Interest. Unless otherwise specified with the Plan or by order of the Court, no Allowed Claim or Allowed Interest shall receive payment for interest accrued from and after the Petition Date.

2. Executory Contracts and Unexpired Leases. Pursuant to the terms of the Plan, all existing stock options, warrants, conversion rights, election rights, rights to purchase or other contractual rights to purchase, acquire or otherwise receive any common or preferred stock of the Debtors and the contracts, instruments and agreements related thereto held by any entity are rejected and cancelled as of the Confirmation Date. Except with respect to contracts and leases previously assumed or rejected by the Debtors and approved by the Court prior to the Confirmation Date, all other executory contracts of the Debtors and unexpired leases under which the Debtors are a lessee entered into prior to the applicable Petition Data which are not expressly assumed by the Debtors pursuant to application filed by the Debtors on or prior to the Confirmation Date or not otherwise specifically treated in the Plan or the Confirmation Order shall be deemed to have been rejected by the Debtors on the Confirmation Date. The Debtors reserve the right to file applications for the assumption or rejection of any executory contract or unexpired lease at any time prior to the Confirmation Date. Each entity that is a party to an executory contract or unexpired lease rejected pursuant to the Plan, and only such entity, shall be entitled to file, not later than 30 days after the Confirmation Order or in an order approved such rejection, a proof of claim for damages alleged to arise from the rejection of the contract or lease to which such entity is a party.

3. Resolution of Undetermined Claims and Interests. The Debtor in Possession or Trustee shall file with the Court objections to Claims and Interests and shall serve a copy of each such objection upon the holder of the Claim or Interest to which such objection pertains. Unless otherwise ordered by the Court, the Debtor in Possession or Trustee shall litigate to judgment, settle or withdraw objections to Contested Claims.

4. Modification of Plan. Modifications or amendments to the Plan may be proposed in writing by the Debtor at any time before the Confirmation Date, provided that the Plan, as modified, meets the requirements of the Bankruptcy Code. If the circumstances warrant, after the Confirmation Date and before substantial consummation of the Plan, the Debtor may modify the Plan provided that the Plan, as modified, meets the requirements of the Bankruptcy Code and the Court, after notice and a hearing, confirms the Plan, as modified. Unless, within the time fixed by the Court, a Creditor elects in writing to change its previous acceptance or rejection of the Plan, such previous acceptance or rejection shall be deemed applicable to the Plan, as modified.

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5. Post-Consummation Jurisdiction. The Court shall retain jurisdiction over the Chapter 11 Cases for the purposes, among others, of determining any matters, both before and after the Confirmation Date, pertaining to the Plan, the Disclosure Statement, the Partnership Agreement or the Confirmation Order. The Court shall have exclusive jurisdiction to resolve all controversies, suits and disputes that may arise in connection with the interpretation, enforcement, consummation, implementation or administration of the Plan and the Disclosure Statement and all entities shall be enjoined from commencing any legal or equitable action or proceeding with respect to such matters in any other court or administrative or regulatory body.

If the Court shall abstain from exercising its jurisdiction or otherwise shall be without jurisdiction over the Chapter 11 Cases, such abstention or lack of jurisdiction shall have no effect upon and shall not affect, control, prohibit or limit any other court of competent jurisdiction from exercising such jurisdiction.

6. Reservation of Rights. The Debtors expressly reserve the right, pursuant to section 1129(b) of the Bankruptcy Code, to request the Court to confirm the Plan if all of the applicable requirements of section 1129(a) of the Bankruptcy Code have been met other than those of section 1129(a)(8).

VII. ASSETS AND LIABILITIES OF DEBTORS

Set forth on Exhibit "D" is an analysis of Debtors' assets and liabilities. Exhibit "E" describes the potential value of the Debtors' assets under a chapter 7 liquidation. As previously noted, the range of distribution is based upon currently available information and is not a representation that such amounts will ultimately be realized.

VIII. CONFIRMATION STANDARDS

The Bankruptcy Court shall confirm the Plan at the Confirmation Hearing only if the requirements of section 1129 of the Code are met. Those requirements include:

A. Best Interest Test and Liquidation Analysis.

1. Introduction. Section 1129(a)(7) of the Code requires that, with respect to each impaired Class, each member of such Class either (a) has accepted the Plan, or (b) will receive or retain under the Plan on account of its claim or interest, property of a value, as of the Effective Date, that is at least equal to the amount which such member of the Class would receive or retain if the Debtors were liquidated under chapter 7 of the Code. The Court, in considering whether the Plan is in the "best interests" of Creditors, is not required to consider any alternative to the Plan other than the dividend projected in a liquidation of all the Debtors' assets under chapter 7 of the Code.

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2. Potential Ranges of Recovery. The ranges discussed in this subsection are based upon currently available information, and should not be construed as a representation that such amounts will ultimately be recovered.

The Plan Proponent estimates that, under the chapter 7 liquidation scenario, the distribution to Class H & I would be zero, while under the Plan if liquidated there is a small possibility there could be some distribution to Class H. Under this circumstance, the Plan Proponents believe that the Plan would meet the best interests test of section 1129(a)(7) of the Code.

If the Plan cannot be confirmed, the Debtors' cases may be converted to chapter 7 of the Code. Any method of liquidation would necessarily include administrative costs in excess of those projected under the Plan plus the continuing costs of litigation attendant to the various claims otherwise compromised and settled under the Plan. Based upon these factors and the underlying uncertainties of effecting a prompt and orderly liquidation of all of their assets, Plan Proponents believe that the Plan is in the best interests of creditors.

B. Feasibility Test

The Bankruptcy Court must also determine that Confirmation of the Plan is not likely to be followed by the liquidation or further financial reorganization of the Debtors. In addition, in order to confirm a Plan, the Court must find that the Plan was proposed in good faith and that the Plan and its components comply with all applicable provisions of the Code.

C. Acceptance

Each impaired Class must accept the Plan by the percentages described in Section II(B) above, or the Bankruptcy Court must find that the Plan complies with the "Fair and Equitable" test described below with respect to any such non-accepting Class.

D. Fair and Equitable Test

If less than all the Impaired Classes accept the Plan, the Plan may nevertheless be confirmed by the Court under section 1129(b) of the Code, as long as one Impaired Class has affirmatively voted to accept the Plan. In order to obtain Confirmation, pursuant to section 1129(b) of the Code, the Debtors must demonstrate to the Court that as to each non-accepting Class, the Plan "does not discriminate unfairly" and is "fair and equitable with respect to that Class." A Plan does not discriminate unfairly if no Class receives more than it is entitled to for its Claim. The Code establishes different "fair and equitable tests for Secured Creditors, Unsecured Creditors and Interest Holders as follows:

1. Secured Creditors. An Impaired Secured Creditor whose Claim is Impaired, must retain the Lien(s) securing its Claim and

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receive under the Plan cash payments that have a present value at least equal to such Creditor's Allowed Secured Claim, or otherwise receive the "indubitable equivalent" of the value of the interest in the Debtor's Property upon which it holds a Lien.

2. Unsecured Creditors. An Impaired Unsecured Creditor whose Claim is Impaired must receive or retain under the Plan (i) property of a value at least equal to the amount of its Allowed Claim; or (ii) the holders of the Claims or Interests junior to the Claims of the dissenting Class of Unsecured Creditors will not receive any Property under the Plan.

3. Interest Holders. An Interest Holder must receive and retain under the Plan, property of a value equal to (i) the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled, or the value of such interest; or (ii) the holder of any interest that is junior to the interests or such class will not receive or retain under the Plan on account of such junior interest any property.

The Plan Proponents believe that the Plan will meet the fair and equitable test.

IX. FEDERAL INCOME TAX CONSIDERATIONS RELATING TO THE PLAN

The following discussion summaries certain considerations that may affect the anticipated federal income tax consequences of implementation of the Plan to holders of Claims and Interests and to the Debtors. It does not address all aspects of the federal income taxation of the Plan nor does it address the state income tax or other state tax consequences of implementation of the Plan to holders of Claims and Interests or to the Debtors.

The Plan Proponents' description of the federal income tax consequences of implementing the Plan, and their assessment of the risks regarding the availability of the Debtors' net operating loss carryovers (the "NOLs"), is based on their interpretation of the applicable provisions of the Internal Revenue code of 1986 (the "1986 Tax Code"), the regulations promulgated thereunder and other relevant authority. That interpretation, however, is not binding on the Internal Revenue Service (the "Service") or the courts. The ability of the Plan Proponent to predict how the Service or the courts will treat certain issues affecting the projected federal income tax consequences of implementing the Plan is more limited than it might otherwise be because certain provisions of the 1986 Tax Code and the regulations promulgated thereunder were substantially revised by the Revenue Act of 1987, the Tax Reform Act of 1986 and other recent tax legislation. Finally, the discussion below is general in nature and is not directed to the specific tax situation of any particular interested taxpayer. FOR THESE REASONS, ALL HOLDERS OF CLAIMS AND INTERESTS SHOULD CONSULT WITH THEIR OWN TAX

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ADVISORS AS TO THE TAX CONSEQUENCES OF IMPLEMENTATION OF THE PLAN TO THEM UNDER APPLICABLE FEDERAL AND STATE TAX ALWS.

A. Tax Consequences to the Debtors

Generally, taxpayers are entitled to carry their net operating losses back three years and forward fifteen years to offset against taxable income earned in those years. The Plan Proponents have assumed that the NOLs will be available for regular federal income tax purposes without material reduction to offset against that portion of the income and gain to be allocated to the Debtor under the liquidation. If that assumption were incorrect, the tax ramifications to the Unsecured Creditors could be material because the Debtors' income and gain, and consequently the funds available to satisfy the Unsecured Creditors' claims after payment of federal income taxes imposed on the Debtors, could be diminished by the federal income taxes which would otherwise not be required to be paid.

Special limitations on the utilization of the NOLs would apply if the Debtors become subject to the alternative minimum tax. If the NOLs remain fully available, the Debtors will, to the extent that they generate positive alternative minimum taxable income, incur certain tax liability under the alternative minimum tax ("AMT"), since taxable income for AMT purposes may be offset by the taxpayer's alternative minimum tax net operating loss deduction (which may be less than the NOL deduction), only to the extent of 90 percent of the taxpayer's alternative minimum taxable income calculated without regard to such deduction.

Section 382 of the 1986 Tax Code prevents or significantly limits the ability of an insolvent or bankrupt corporation to utilize its NOLs if there has been a significant change in the ultimate beneficial ownership of the corporation. Generally, such an ownership change is considered significant, and section 382 of the 1986 Tax Code applies, only if the percentage ownership interest of one or more shareholders who own more than 5 percent, by value, of the corporation increases by more than 50 percentage points over the lowest ownership percentage of such shareholder or shareholders during a specified period. Special ownership attribution and aggregation rules specify who the relevant 5-percent shareholders are for purposes of making that determination. Under the ownership attribution rules, stock owned by a corporation or by any entity such as a trust or a partnership, is considered to be owned, not by the entity, but by the entity's owners. Thus, for purposes of determining whether an ownership change has occurred with respect to any of the Debtors, only an analysis of the stock ownership of the Debtor is relevant.

An analysis of the facts available to the Plan Proponents regarding the ownership of the stock of the Debtor indicates that no ownership change has occurred with respect to the Debtors that would trigger application of section 382 and the concomitant limitation on the availability of the NOLs. Because the stock

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ownership records of the Debtor do not accurately reflect all transfers of interests in the stock of the Debtor, the Plan Proponents have relied, for dates prior to August 18, 1986, on certain conclusions regarding the stock ownership of the Debtor. If those conclusions are not accurate, then a change of ownership under section 382 may have occurred. If a change of ownership has occurred, then the NOLs will not be available to reduce federal income taxes payable by the Debtors with respect to income and gain realized from the liquidation. No change of ownership under section 382 will occur as a result of the confirmation or implementation of the Plan, and the Plan contains certain provisions designed to prevent a change of ownership from arising after its confirmation.

B. Tax Consequences to Holders of Interests

The owners of the Stock of the Debtor will more than likely receive no distribution form the Plan. EACH HOLDER OF AN INTEREST SHOULD CONSULT WITH THEIR OWN TAX ADVISOR TO SEE IF BECAUSE OF THE PROBABILITY OF NO DISTRIBUTION IF THEY MAY TAKE A LOSS FOR THEIR PURCHASE OF DEBTORS STOCK. Distributions made by a corporation with respect to its stock are taxed first as ordinary income to the extent of current and accumulated earnings and profits, then as a return of capital to the extent of each individual shareholder's adjusted basis in his stock, and finally any distributions in excess of basis in his stock, and finally any distributions in excess of basis are treated as a gain from the sale or exchange of property. The Debtors believe that they have no accumulated or current earnings and profits as of the date hereof.

C. Tax Consequences to Secured Creditors and Unsecured Creditors

Both the Secured Creditors and the Unsecured Creditors may be entitled to income or to a deduction as a result of implementation of the Plan. The exact tax treatment depends on each creditor's method of accounting, the nature of each creditor's claim, and upon whether and to what extent such creditor has taken a bad debt deduction in prior taxable years with respect to the particular debt owed to it by one of the Debtors. EACH HOLDER OF A SECURED CLAIM OR OF AN UNSECURED CLAIM IS URGED TO CONSULT WITH ITS TAX ADVISORS REGARDING THE PARTICULAR TAX CONSEQUENCES OF THE TREATMENT OF ITS CLAIM UNDER THE PLAN.

X. ALTERNATIVES TO THE PLAN

A. Dismissal of the Case

If the Plan cannot be confirmed in these cases, one alternative would be the dismissal of the Debtors' cases. In the Debtors' opinion, absent bankruptcy administration, the Debtors' properties would be liquidated in a manner that would result in the preferential treatment of certain creditors rather than the equal treatment of similarly situated creditors.

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B. Conversion of the Case to Chapter 7 of the Code

The other alternative to confirmation would be the conversion of the cases liquidation cases under chapter 7 of the Code and the appointment of a trustee therein to liquidate the Debtors' properties.

XII. RECOMMENDATION

Plan Proponents believe that Confirmation and implementation of the Plan is preferable to any of the alternatives described above because it will provide greater recoveries by the Claimants than the other alternatives. In addition, the other alternatives would involve a significant delay, uncertainty and substantial additional administrative costs.

XII. CONCLUSION

Plan Proponents respectfully urge Debtors' Creditors and Interest holders to accept the Plan and to evidence such acceptance by returning their ballots on or before _____ __, 198_.

Dated this 23rd day of February, 1988.

BIRDVIEW SATELLITE COMMUNICATIONS, INC.

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ATTORNEYS FOR BIRDVIEW SATELLITE COMMUNICATIONS, INC.

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POST-PETITION
LOAN AND SECURITY AGREEMENT

POST-PETITION LOAN AND SECURITY AGREEMENT ("Agreement"), made as of the _____ day of August, 1986.

1. PARTIES

THE PARTIES TO THE AGREEMENT ARE:

Security Pacific Business Credit Inc., a Delaware corporation with its principal place of business located at 1 E. 22nd Street, Suite 220, Lombard, Illinois 60148 ("Lender").

Birdview Satellite Communications, Inc. ("Birdview"), a Delaware corporation with its principal place of business located at 315 North Lindenwood Drive, Olathe, Kansas 66062. Birdview, in its capacity as Debtor-in-Possession, is the "Borrower."

Charles A. Ross ("Ross"), an individual with principal residence in Overland Park, Kansas.

2. RECITALS

2.1 Prior Agreements. Lender, Birdview and Ross are parties to various agreements, instruments and documents executed on or about June 29, 1984, and thereafter, including certain "Original Loan Documents" (hereinafter defined), whereby Lender agreed to provide financing to Birdview, as guaranteed by the Personal Guaranty of Ross, which financing generally consists of a term loan, the financing of the "Accounts" (hereinafter defined), of Birdview, and the financing of "Inventory" and "Equipment" (both hereafter defined).

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Exhibit "A"

2.2 Default. Birdview and Borrower are in default of the "Pre-Petition Liabilities" (hereafter defined). Any cure period has expired or has been waived and Birdview and Ross are obligated to pay the Pre-Petition Liabilities.

2.3 Bankruptcy. On August ___, 1986 (the "Filing Date"), Borrower commenced proceedings for reorganization under Chapter 11 of the Bankruptcy Code ("Proceedings") in the Bankruptcy Court for the _____ District of Kansas in Topeka ("Court"), and is the Debtor-in-Possession in such Proceedings.

2.4 Request for Interim Financing. Borrower and Ross have requested Lender to provide interim financing to permit Borrower to continue operations pending and during the course of the Proceedings.

2.5 Motion and Order. Borrower has applied to the Court to permit the borrowing of money from Lender and the giving of security therefor (the "Motion"), and the Court has entered an order thereon on _____, 1986 (the "Order").

2.6 Agreement. Pursuant to and in reliance on the Order, Lender has agreed to make loans to and for the benefit and account of Borrower on the terms and conditions provided herein and in the Order.

THE PARTIES AGREE AS FOLLOWS:

3. GENERAL TERMS

3.1 Definitions. Except as otherwise defined in this Agreement, the Motion or Order, all words, terms and/or phrases used herein shall be defined by the applicable definition therefor (if any) in the "Uniform Commercial Code" (hereafter

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defined) as adopted by the State whose law is applicable in this Agreement. The following words, terms and/or phrases shall have the meanings set forth hereafter and such meanings shall be applicable to the singular and plural form thereof giving effect to the numerical difference:

3.1.1 "Accounts" shall have the meaning ascribed to such term and to the term "Receivables" under the Uniform Commercial Code and in the Original Loan Documents.

3.1.2 "Affiliate" shall mean any "Person" (hereinafter defined) in which Borrower or Ross or one or more officers or directors of Borrower, Subsidiary and/or "Parent" (hereinafter defined), jointly and/or severally, now or at any time or times hereafter, have an equity or other ownership interest (including beneficial ownership or control) equal to or in excess of fifty (50%) percent of the total equity or of other ownership interest in such Person.

3.1.3 "Agreement" shall mean this Post-Petition Loan and Security Agreement and the terms of all exhibits hereto.

3.1.4 "And/or" shall mean one or the other or both, or any one or more or all of the things or Persons in connection with which the conjunction is used.

3.1.5 "Borrower's Liabilities" shall mean all obligations and liabilities of Birdview and Borrower to Lender (including without limitation all debts, claims, and indebtedness) whether primary, secondary, direct, indirect, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced,

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created, incurred, acquired or owing and however arising, whether under this Agreement or the Other Agreements, or by oral agreement or operation of law or otherwise, and shall include, without limitation: (i) all Pre-Petition Liabilities; (ii) all future advances made by Lender to Borrower in connection with this Agreement or the Other Agreements, whether made at Lender's option or otherwise; (iii) all future advances made by Lender for the protection or preservation of Lender's rights and interests arising hereunder or in the Collateral, including without limitation, advances for taxes, levies, assessments, insurance or maintenance of the Collateral, and reasonable attorneys' fees; and (iv) all costs and expenses incurred by Lender in the protection, enforcement or collection of any of the foregoing, including, without limitation, reasonable attorneys' fees.

3.1.6 "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof, including, without limitation, the Pension Benefit Guaranty Corporation) taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to the Collateral, Borrower's Liabilities, Borrower's business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

3.1.7 "Effective Date" shall be the date upon which all conditions of advances set forth in Section 9 hereof have been satisfied or waived by Lender in its sole discretion, whichever is earlier.

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3.1.8 "Collateral" shall have the meaning ascribed to such term in Section 10.1 hereof.

3.1.9 "Financing Arrangements" shall mean this Agreement and the Other Agreements entered into amongst Birdview, Borrower, Guarantors and Lender.

3.1.10 "Indebtedness" shall mean all obligations and liabilities of Borrower to any Person (including, without limitation, all debts, claims, judgments and indebtedness) whether primary, secondary, direct, indirect, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under written or oral agreement, operation of law, or otherwise. Indebtedness includes without limiting the generality of the foregoing: (i) obligations or liabilities of any Person that are secured by any lien, claim, encumbrance, or security interest upon property owned by Borrower even though Borrower has not assumed or become liable for the payment therefor; (ii) obligations or liabilities created or arising under any lease of real or personal property, or conditional sale or other title retention agreement with respect to property used and/or acquired by Borrower, even though the rights and remedies of the lessor, seller and/or lender thereunder are limited to repossession of such property; and (iii) any guaranties given by Borrower with respect to the obligations or liabilities of any Person.

3.1.11 "Maturity Date" shall be the earlier of: (i) November 30, 1986; (ii) the date upon which Lender is

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entitled to terminate the Financing Arrangements under Section 5.3; or (iii) the date upon which an Event of Default occurs under Section 17.

3.1.12 "Obligor" shall mean any Person who is and/or may become obligated to Borrower under or on account of Accounts.

3.1.13 "Original Loan Documents" shall include the following:

3.1.13.1 Loan and Security Agreement executed on June 27, 1984, by and between Lender and Birdview.

3.1.13.2 Fixed Assets Loan Rider executed on June 27, 1984, by and between Lender and Birdview.

3.1.13.3 $450,000.00 Promissory Note dated June 29, 1984, in favor of Lender by Birdview.

3.1.13.4 $450,000.00 Amended Promissory Note dated June 29, 1984, in favor of Lender by Birdview.

3.1.13.5 Continuing Guarantee executed on June 29, 1984, in favor of Lender by Ross.

3.1.14 "Other Agreements" shall include the Original Loan Documents, and all other agreements, instruments and documents, including, without limitation, factoring agreements, letter agreements, guaranties, mortgages, security deeds, deeds in trust, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other written matter heretofore executed by and/or on behalf of Birdview, nor and/or from time to time hereafter executed by and/or on behalf of Borrower with

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Lender and delivered to Lender by Birdview, Guarantors or Borrower.

3.1.15 "Parent" shall mean: (i) any corporation, now or at any time or times hereafter, owning or controlling, alone or with Borrower, any Subsidiary; and/or (ii) any other Person owning or controlling at least a majority of the issued and outstanding "Stock" (hereinafter defined) of Borrower or any Subsidiary.

3.1.16 "Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

3.1.17 "Pre-Petition Liabilities" shall mean all obligations of Birdview to Lender as of the date of commencement of the Proceedings, as more particularly defined in Section 4.1.

3.1.18 "Post-Petition Liabilities" shall mean all obligations of Borrower to Lender after the date of commencement of the Proceedings.

3.1.19 "Real Property" shall mean all real estate in which Borrower grants to Lender a mortgage, mortgage deed, deed of trust or similar interest.

3.1.20 "Stock" shall mean all shares, interests, participations or other equivalents (however designated) of or in a corporation, whether or not voting, including, but not limited to, common stock, warrants, preferred stock, convertible

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debentures and all agreements, instruments and documents granting a right or option to purchase or otherwise acquire the ownership or control of any one or more or all of the foregoing.

3.1.21 "Subsidiary" shall mean any corporation of which at least a majority of the issued and outstanding Stock is directly or indirectly owned or controlled, now or at any time hereafter, by Borrower and/or one or more Subsidiaries of Borrower.

3.1.22 "Uniform Commercial Code" shall mean Ill.Rev.Stat. ch. 26, ¶¶ 1-101 to 11-108, as amended from time to time, and except as otherwise expressly provided herein, all other terms shall have the meanings ascribed to them in Article 9 thereof, or, absent definition in Article 9, in any other Article of the Uniform Commercial Code.

3.2 Interest on Depository Account. Any check, draft or similar item of payment by or for the account of Borrower delivered to Lender or to a depository account maintained in Lender's name for the account of Borrower shall, solely for the purpose of computing interest earned by Lender, be applied by Lender on account of Borrower's Liabilities on the second day after Lender shall have received good and immediately available funds in the amount of such items of payment in Lender's general operating account at the Centerre Bank, Chanute, Kansas.

3.3 Payment on Demand. All monies, costs, expenses or advances to be reimbursed by Borrower to Lender pursuant to this

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Agreement shall be payable by Borrower to Lender on demand, and shall bear interest as hereinafter provided.

3.4 Accuracy of Statement of Account. Each statement of account by Lender delivered to Borrower relating to Borrower's Liabilities shall be presumed correct and accurate and shall constitute an account stated between Borrower and Lender unless thereafter waived in writing by Lender, in its sole discretion, or unless within fifteen (15) days after Borrower's receipt of such statement, Borrower delivers to Lender written objection thereto, specifying the error or errors, if any, contained in any such statements.

3.5 Application of Payments. Subject to Section 6.1.4 hereof, Lender may apply and reapply, in its discretion, any and all payments on account of Borrower's Liabilities or otherwise for the account of Borrower when collected in good and immediately available funds by Lender in accordance with the terms of the order and this Agreement.

3.6 Truth and Accuracy of Representations and Warranties. Borrower represents and warrants to and covenants with Lender that all representations and warranties of Borrower contained in this Agreement: (i) shall be true as of the date of, or at any different time specified in, this Agreement; (ii) shall survive the execution, delivery and acceptance hereof by the parties hereto and the closing of the transactions described herein or related hereto; and (iii) shall be true from the time of Borrower's execution of this Agreement until all of Borrower's Liabilities are paid in full.

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3.7 Modification; Binding Effect; Assignment. This Agreement and the Other Agreements may not be modified, altered or amended except by an agreement in writing signed by Borrower and Lender. This Agreement and the Other Agreements shall be binding upon, and inure to the benefit of, the respective successors and assigns of Borrower and Lender, but shall not be assigned by Borrower without Lender's prior written consent, which consent may be withheld by Lender in its sole and absolute discretion.

3.8 No Waiver; Rights Cumulative. Lender's failure at any time or times hereafter to require strict compliance and performance by Borrower of any provision of this Agreement or the Other Agreements shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Lender may suspend or waive any Event of Default and any suspension or waiver by Lender of an Event of Default by Borrower under this Agreement or the Other Agreements shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default by Borrower under this Agreement or the Other Agreements shall not suspend, waive or affect any other Event of Default by Borrower under this Agreement or the Other Agreements, whether the same is prior or subsequent thereto and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement or the Other Agreements, and no Event of Default by Borrower under this

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Agreement or the Other Agreements shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is by an instrument in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver. All of Lender's rights and remedies under this Agreement and the Other Agreements are cumulative and nonexclusive.

3.9 Severability. If any provision of this Agreement or the Other Agreements or the application thereof to any Person or circumstance is held invalid or unenforceable, and if Lender so agrees, the remainder of this Agreement and the Other Agreements and the application of such provision to other Persons or circumstances will not be affected thereby, and the provisions of this Agreement and the Other Agreements shall be severable in any such instance.

3.10 Incorporation of Other Agreements; Conflicting Terms. The provisions of the Other Agreements are incorporated in this Agreement by this reference thereto. Except as otherwise provided in this Agreement, and except as otherwise provided in the Other Agreements by specific reference to the applicable provision of this Agreement, if any provision contained in this Agreement is in conflict or inconsistent with any provision in the Other Agreements, the provision contained in this Agreement shall govern and control.

3.11 Waiver of Presentment, Demand and Protest. Except as otherwise specifically provided in this Agreement or the Other Agreements, Borrower and Ross waive presentment, demand and protest and notice of presentment, protest, default,

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nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, accounts, contract rights, documents, instruments, chattel paper and guaranties at any time held by Lender on which Borrower may in any way be liable and hereby ratifies and confirms whatever Lender may do in this regard.

3.12 Signatures. Until Lender is notified by Borrower to the contrary in writing by registered or certified mail directed to Lender's principal place of business, the signature upon this Agreement or upon any of the Other Agreements of Ross shall bind Borrower and be deemed to be the act of Borrower as responsible party for Borrower in the Bankruptcy Proceeding.

3.13 Reimbursement of Expenses. Upon demand by Lender therefor, and without prior approval of the Court, Borrower shall reimburse Lender for all costs, fees and expenses incurred by Lender or for which Lender becomes obligated in connection with this Agreement and the Other Agreements, including, without limitation, attorneys' fees, costs and expenses, search fees, costs and expenses, title insurance policy fees, costs and expenses, recording and filing fees, costs and expenses and all taxes payable in connection with this Agreement or the Other Agreements.

3.14 Acceptance; Controlling Law. This Agreement and the Other Agreements have been and are submitted by Borrower to Lender for Lender's acceptance or rejection thereof at Lender's

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principal place of business, and shall not be binding upon Lender or become effective until and unless accepted by Lender, in writing, at such place of business. If so accepted by Lender, this Agreement and the Other Agreements shall be deemed to have been made at such place of business. THIS AGREEMENT AND THE OTHER AGREEMENTS SHALL BE GOVERNED AND CONTROLLED BY THE LAWS OF THE STATE OF ILLINOIS AS TO INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION, EFFECT, CHOICE OF LAW AND IN ALL OTHER RESPECTS, including, but not limited to, the legality of the interest rate and other charges, but excluding perfection of security interests, which shall be governed an controlled by the laws of the relevant jurisdiction and the Bankruptcy Code.

3.15 Ownership and Control of Borrower. Borrower shall promptly advise Lender by written notice of all proposed changes in the composition and membership of its Board of Directors, of its officers and their compensation, and Persons owning or controlling five (5%) percent or more of its Stock.

3.16 Inspection and Audit. At Borrower's expense, Lender, or such Persons as Lender may designate, from time to time, or at Lender's sole discretion, at all times during business hours, may visit and inspect the premises of Borrower, the Collateral and any other assets of Borrower, may audit Borrower's books and records and make copies thereof, may mark any of the Collateral so as to evidence Lender's security

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interest therein, and may discuss the financial condition, business and affairs of Borrower with Borrower's officers at all reasonable times. Borrower shall cause its officers, employees, accountants and agents to cooperate fully with Lender.

3.17 Effect of Termination. Except as otherwise specifically provided in this Agreement or in the Agreements, no termination or cancellation (regardless of cause or procedure) of this Agreement or the Other Agreements shall in any way affect or impair the powers, obligations, duties, rights and liabilities of Borrower (or Borrower's predecessors prior to the commencement of the Proceedings) or Lender in any way or respect relating to: (i) any transaction or event occurring prior to such termination or cancellation; (ii) the Collateral; and/or (iii) any of the undertakings, agreements, covenants, warranties and representations; and the same shall survive such termination or cancellation. Upon termination of this Agreement, without notice or demand by Lender, Lender shall have no obligation to and may immediately cease advancing monies or extending credit to or for the benefit of Borrower under this Agreement and the Other Agreements. Borrower's Liabilities shall become due and payable immediately upon such termination.

3.18 Waiver. Birdview, Borrower and Ross waive and affirmatively agree not to allege or otherwise pursue any or all defenses, affirmative defenses, counterclaims, claims, causes of action, set-offs or other rights that they may have, as of the date hereof, to contest the Events of Default declared by Lender or any provision of the Other Agreements or this Agreement, the

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right of Lender to all rents, issues, profits, and proceeds from the Collateral, the Other Agreements and this Agreement, the security interest of Lender in any property (whether real or personal, tangible or intangible), right or other interest, now or hereafter arising in connection with the Collateral, or the conduct of Lender in administering the Financing Arrangements. The waiver contained in this Section 3.18 shall apply to Birdview individually, in its capacity as Borrower, and in any other capacity.

4. PRE-PETITION LIABILITIES

4.1 Confirmation of Liability. Birdview and Borrower acknowledge and confirm that the aggregate of Pre-Petition Liabilities owed to Lender under the Financing Arrangements is $2,198,000.00 plus interest from and after August 10, 1986, and loan administration expenses, including, but not limited to, outside special counsel fees, in accordance with the terms of the Financing Arrangements. Birdview and Borrower acknowledge and agree that the Pre-Petition Liabilities are the valid and binding obligation of Birdview and Borrower, jointly and severally, that there are no claims, set-offs or defenses to the Pre-Petition Liabilities, and that the Pre-Petition Liabilities are now due and owing.

4.2 Confirmation of Security. Birdview and Borrower acknowledge and agree that the security interests and liens granted to Lender by Birdview under the Other Agreements to secure repayment of Pre-Petition Liabilities remain first and valid liens therein, except as otherwise described on Exhibit A

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and Birdview and Borrower represent and warrant that, as of the date hereof, there are no claims, set-offs or defenses to Lender's exercise of any rights or remedies available to it as a creditor in realizing upon the Collateral upon the terms and conditions of the Agreement and Other Agreements. Neither Birdview nor Borrower have assigned any claim, set-off or defense to any Person.

4.3 Payment of Pre-Petition Liabilities.

4.3.1 Limited Waiver. Solely for the purpose of effectuating this Agreement and the interim financing arrangements provided hereby and for no other purpose, Lender agrees that the defaults which have occurred with respect to the Pre-Petition Liabilities shall be deemed waived until the Maturity Date, whereupon this waiver shall be of no further effect and Lender shall have all rights available to is under the Other Agreements and hereunder or otherwise.

4.3.2 Payment Schedule. Proceeds or payments received by Lender with respect to the Pre-Petition Collateral shall be applied to the unpaid balance of the Pre-Petition Indebtedness until paid in full and then applied to Post-Petition Indebtedness. Proceeds or payments received by Lender with respect to the Post-Petition Collateral shall be applied by Lender to payment of the Post-Petition Liabilities until satisfied and then to payment of the balance of the Pre-Petition Liabilities owing by Borrower to Lender. Interest on the unpaid principal balance of the Pre-Petition Liabilities and Post-Petition Liabilities shall be paid by the Debtor at the rate

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and in the manner set forth in the Original Loan Documents and in the Post-Petition Loan and Security Agreement. For these purposes, any account receivable created by the Debtor subsequent to the commencement of the case from the sale of Pre-Petition Inventory shall be deemed Pre-Petition Collateral.

4.3.3 Acceleration. Upon the Maturity Date, the entire unpaid balance of principal and interest of Pre-Petition Liabilities shall become immediately due and payable.

5. FINANCING LIMITATIONS

5.1 Prior Funding Requirements Terminated. All requirements imposed upon Lender under the Other Agreements for the funding of loans and the advancement of funds to Birdview, including, without limitation, any funding based upon Accounts, are terminated, and Lender is under no obligation to provide Birdview with any further funding whatsoever pursuant to such agreements.

5.2 Loan Limitations. Notwithstanding anything contained in this Agreement to the contrary, the following loan limitations shall govern and control the maximum amount of Borrower's Liabilities (including the maximum amount of Pre-Petition Liabilities and Post-Petition Liabilities):

5.2.1 Lender shall not be required to make any additional advances on account of inventory, equipment, raw materials and/or work in process.

5.2.2 Post-Petition Liabilities shall at no time exceed $1,302,000.00.

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5.2.3 Pre-Petition Liabilities and Post-Petition Liabilities shall not, in the aggregate, exceed $3,500,000.00.

5.3 Unilateral Right to Terminate Financing Arrangements. Irrespective of whether an Event of Default exists, has been declared or could be declared, Lender is entitled at any time and without cause upon five (5) business days' prior written notice to terminate the Financing Arrangements, and Borrower's Liabilities will be accelerated and immediately due and payable by Borrower to Lender following written notice of such termination by Lender to Borrower.

6. POST-PETITION CREDIT FACILITIES

6.1 Accounts Line of Credit Loan.

6.1.1 Advances on Accounts Line of Credit Loan. Lender may, in its sole discretion, loan to Borrower up to eighty (80%) percent of the face amount (less: (i) maximum discounts, credits and allowances which may be taken by or granted to Obligors in connection therewith and (ii) the cost of the inventory used to produce such account, which shall be computed in accordance with Generally Accepted Accounting Principles using a last-in, first-out accounting method for inventory valuation) of Accounts eligible for loans, which eligibility shall be determined in Lender's sole and absolute discretion; provided that no advance will be made on and after the Maturity Date.

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6.1.2 Disqualified Accounts. While Borrower specifically acknowledges and agrees that all advances by Lender under the Agreement are at Lender's sole and absolute discretion, the parties desire to clarify certain categories and classifications of Accounts upon which Lender has represented prior to the execution of this Agreement that Lender does not intend to financing, including:

6.1.2.1 Accounts which remain unpaid for more than ninety (90) days after their invoice dates, Accounts which are not due and payable within ninety (90) days after the date said Accounts are scheduled by Borrower to Lender. Notwithstanding the above, invoices issued by Borrower, which are, by their terms, not payable by the Obligor for ninety (90) days or less after the invoice date, are eligible until such Account remains unpaid for 30 days or more subsequent to its due date. Accounts owing by a single Obligor, including currently schedules Accounts, if ten (10%) percent or more of the balance owing by said Obligor upon Accounts remains unpaid more than ninety (90) days after invoice date.

6.1.2.2 Accounts with respect to which the Obligor is a director, officer, employee or agent of Borrower.

6.1.2.3 Accounts with respect to which payment by the Obligor is or may be conditional and Accounts commonly known as bill and hold or Accounts of a similar or like arrangement.

6.1.2.4 Accounts with respect to which the Obligor is not a resident or citizen of or otherwise located in

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the continental United States of America, or with respect to which the Obligor is not subject to service of process in the continental United States of America.

6.1.2.5 Accounts with respect to which the Obligor is the United States of America or any department, agency or instrumentality thereof (unless the Accounts are created pursuant to contracts scheduled on Exhibit __ hereto and Federal Assignment of Claims forms are properly executed and delivered to Lender pursuant to the Federal Assignment of Claims Statute). Accounts with respect to which the Obligor is any state or municipality, or any department, agency or instrumentality thereof.

6.1.2.6 Accounts with respect to which Borrower is or may become liable to the Obligor for goods sold or services rendered by such Obligor to Borrower but only to the extent of the value of goods sold or services rendered by such Obligor to Borrower.

6.1.2.7 Accounts with respect to which the goods giving rise thereto have not been shipped and delivered to and accepted as satisfactory by the Obligor thereof or with respect to which the services performed giving rise thereto have not been completed and accepted as satisfactory by the Obligor thereof.

6.1.2.8 Accounts which are not invoiced (and dated as of such date) and sent to the Obligor thereof concurrently with or not later than five (5) days after the

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shipment and delivery to and acceptance by said Obligor of the goods giving rise thereto or the performance of the services giving rise thereto.

6.1.2.9 Accounts with respect to which possession and/or control of the goods sold giving rise thereto is held, maintained or retained by Borrower (or by any agent or custodian of Borrower) for the account of or subject to further and/or future discretion from the Obligor thereof.

6.1.2.10 Accounts arising from a "sale on approval" or a "sale or return" or otherwise on a consignment or guaranteed sales basis.

6.1.2.11 Accounts as to which Lender, at any time or times hereafter, determines, in good faith, that the prospect of payment or performance by the Obligor is or will be impaired.

6.1.2.12 Accounts of an Obligor to the extent that the same exceed a credit limit determined by Lender in its discretion, at any time or times hereafter. Lender shall notify Borrower of any determination pursuant to this section within a reasonable time after it is made.

6.1.2.13 Accounts from Affiliates other than for services rendered in the ordinary course of Borrower's business; Accounts from the sale, lease or sublease of Real Property owned, leased or subleased by Borrower; Accounts from current or former officers, directors or employees of Borrower not in excess of $-0- outstanding, from time to time; and

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Accounts arising from the sale of assets, which assets are not Collateral.

6.1.2.14 Accounts arising from sales to obligors, owned or controlled, directly or indirectly, by Ross.

6.1.2.15 If accounts in existence as of the Filing Date are subsequently deemed to be ineligible, Borrower, immediately upon demand from Lender, shall pay to Lender an amount of money equal to the monies theretofore advanced by Lender to Borrower upon such Accounts and Lender shall apply such payment to and on account of Borrower's Liabilities. Lender, in its sole and absolute discretion, at any time and from time to time, may suspend any of the restrictions imposed in this Section 6.1.2.

6.1.3 Term. The Accounts Line of Credit Loan shall be due and payable on the Maturity Date, except that Lender may, in its sole discretion pursuant to Section 3.5 hereof, apply proceeds of Collateral against the outstanding balance of the loan at any time after the Effective Date.

6.2 Raw Materials and Labor Line

6.2.1 Limit on Raw Materials and Labor Line Credit Lender may, in its sole discretion, loan to Borrower a amount not to exceed $880,000.00 for the purchase of raw

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materials and to pay for labor necessary in the production of Borrower's product.

6.2.2 Schedule of Advances In the event that Lender exercises its discretion to make the advances referred in Paragraph 6.2.1, the advances shall be made in accordance with the following schedule and shall be used solely for the following purposes:

DATE	ANTENNA PRODUCTION		ELECTRONICS PRODUCTION	
	RAW MATERIALS	LABOR	RAW MATERIALS	LABOR
to	$300,000	-0-	$50,000	$15,000
to	200,000	$50,000	50,000	15,000
to	100,000	50,000	-0-	-0-
	-0-	50,000	-0-	-0-

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7. BORROWER'S LIABILITIES: GENERAL TERMS

7.1 Evidence of Liability. Borrower's Liabilities may or may not, at Lender's sole discretion, be evidenced by collateral promissory notes in form acceptable to Lender, in its

sole discretion. Where such Borrower's Liabilities are not so evidenced, such Borrower's Liabilities shall be deemed evidenced solely by entries upon books and records designated by Lender.

7.2 Interest. Borrower's Liabilities shall bear interest at a rate per annum (meaning 360 days) equal to a rate of interest of four (4%) Percentage Points in excess of the "Prime Rate" (as hereinafter defined) of the Security Pacific National Bank of Los Angeles, California. The term "Prime Rate" as used herein shall mean that rate of interest from time to time announced by the Security Pacific National Bank of Los Angeles, California as its "Prime Rate" or "Base Rate," whether or not such rate is actually charged, and if such bank has announced more than one prime rate or base rate, the rate hereunder shall be based upon the highest rate so announced. If the Prime Rate shall decrease or increase, the rate hereunder shall be decreased or increased by a like amount, effective on the date of each such change in the Base Rate. On and after the Maturity Date, the outstanding principal balance hereunder shall bear interest at a rate which is equal to seven (7%) Percentage Points in excess of the Base Rate. In the event that the Security Pacific National Bank of Los Angeles, California no longer announces a "prime

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. rate" or "base rate," then the Base Rate for the purpose hereof shall be the "Prime Rate" or "Base Rate" as published in the Wall Street Journal in its "Money Rates" column as of the last day of each month on which such newspaper publishes and if such newspaper shows a range of rates as the "Prime Rate" or "base rate," the highest rate so shown (whether termed "Prime Rate" or "Base Rate") shall be the Base Rate for the purposes hereof. In the event such newspaper no longer publishes a "Prime Rate" or a "base rate," then the Base Rate for the purposes hereof shall be such as Lender determines, in good faith, is the rate then announced and/or established as the highest "Prime Rate" or "Base Rate" of the five largest money center commercial banks located in New York, New York. All payments to Lender shall be payable at the address stated in Section 18.1.1, or at such other place or places as Lender may from time to time designate in writing to Borrower.

7.3 Use of Proceeds. Borrower warrants and represents to Lender that Borrower shall use the proceeds of all loans made by Lender to Borrower pursuant to this Agreement, the Order and the Other Agreements solely for legal, proper and authorized corporate purposes in furtherance of Borrower's business and, where Lender and Borrower agree on a specific use, for that use only.

7.4 Warranty of No Default. Each loan and/or extension of credit made by Lender to or for the benefit of Borrower pursuant to this Agreement or the Other Agreements shall constitute an automatic warranty and representation by Borrower

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to Lender that there does not then exist an Event of Default or any event or condition which with notice, lapse of time and/or the making of such loan would constitute an Event of Default.

7.5 Direction for Payments. Borrower hereby authorizes and directs Lender to disburse, for and on behalf of Borrower, and for Borrower's account, the proceeds of loans made by Lender to Borrower pursuant to this Agreement to such Persons as an officer or director of Borrower shall direct, whether in writing or orally.

7.6 Disbursement Expenses. Borrower shall pay to Lender, on demand, any and all charges, costs and expenses for or with respect to Lender's forwarding to Borrower of proceeds of loans made by Lender to Borrower pursuant to this Agreement, or the Other Agreements or for or with respect to any claims asserted by a bank against Lender for or with respect to Lender's depositing for collection any check or item of payment received and/or delivered to Lender on account of Borrower's Liabilities.

7.7 Reserves. Borrower hereby authorizes and directs Lender to withhold and reserve from loans hereunder, from time to time, such amounts as Lender, in its sole discretion, deems reasonable and necessary to further secure itself with respect to Borrower's Liabilities.

7.8 Limitation on Post-Petition Advances. Lender retains absolute discretion not to fund the Loans described in Sections 6.1 through 6.2 at any time, is under no contractual or affirmative obligation to advance any funds whatsoever in connection with the Loans described in Sections 6.2 through 6.4,

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and shall not be liable to Borrower or any other party for any refusal to fund such Loans. Advances are, in any event, subject to the conditions provided in Section 9 hereof, and shall be available only during the continuation of this Agreement and provided that an Event of Default does not then exist or would not then be created thereby or any event which, with notice or lapse of time or both, would constitute an Event of Default does not then exist.

8. GUARANTY

8.1 Guaranty. In order to induce Lender to enter into this Agreement and in consideration hereof, Ross hereby and by separate Guaranty executed contemporaneously herewith, irrevocably and unconditionally, guarantees to Lender, its successors and assigns, the full and prompt payment by Borrower to Lender of Borrower's Post-Petition Liabilities and hereby reaffirms his guaranty of Birdview's Pre-Petition Liabilities as and when the same shall become due and the full and faithful performance by Borrower of all obligations of Borrower to Lender hereunder and under the Other Agreements. In the event of any failure of Borrower to pay such Liabilities or to perform Borrower's obligations, Ross agrees to pay and perform the same on demand up to and including the limits of their individual liabilities.

8.2 Waiver of Defenses. Ross waives any and all defenses arising by reason of (i) any and all amendments or modifications of any document, (ii) any and all alterations, accelerations, extensions or other changes in the time or manner

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of payment or performance, (iii) any and all increases or decreases in the rate of interest or other charges, (iv) the release, substitution or addition of Collateral or guarantors, (v) any failure of Lender to given notice of default of Borrower, (vi) any failure of lender to pursue Borrower or its property with due diligence, (vii) any failure of Lender to resort to Collateral or remedies which may be available to it, and (viii) any and all defenses arising out of the guarantor-principal relationship, and the same shall not operate to release Ross hereunder.

8.3 Waiver of Subrogation. Ross waives any right of subrogation against Lender and any right to participate in any Collateral prior to payment in full of Borrower's Liabilities. Any present or future indebtedness of Borrower to Ross and any interest of Ross in any Collateral is subordinate to all indebtedness of Borrower to Lender and to the interest of Lender in the Collateral and Ross shall not be entitled to enforce or receive payment thereof until all of Borrower's Liabilities shall have been paid.

8.4 Enforceability and Authenticity of Guaranties. Ross acknowledges and agrees to the continuing authenticity and enforceability of all of his guaranties under the Other Agreements and ratifies and confirms the guaranties in their entirety, confirm their continuing validity and agree that the guaranties shall remain in full force and effect until Borrower's Liabilities and all remaining obligations of Borrower and Ross to

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Lender under the Other Agreements and this Agreement are fully satisfied and paid to Lender's satisfaction.

8.5 Waiver of Guaranty Defenses. Ross agree that he has no claim or defense of any kind by way of offset or otherwise to the payment and satisfaction in full of Borrower's Liabilities and the other obligations of Borrower and Guarantors under the Other Agreements and this Agreement.

9. CONDITIONS OF ADVANCES

9.1 Limitations. The waiver by Lender under Section 4.3.1 and the opportunity of Lender in its sole discretion to make advances under Section 6 shall become effective only upon performance of all of the following conditions precedent:

9.1.1 Supplemental Documentation. Borrower and Guarantors shall have complied with all requests of Lender with respect to Supplemental Documentation under Section 10.2 hereof, including, but not limited to, the execution of any mortgage, mortgage deed, deed of trust or similar instrument to perfect Lender's security interest in Borrower's Real Property.

9.2 No Waiver. Advance of funds by Lender while any of the foregoing conditions are unperformed shall not be a waiver of such condition or obligate Lender to make any further advance.

10. COLLATERAL: GENERAL TERMS

10.1 Liens and Security Interests. To secure to Lender the prompt, full and faithful payment and performance of Borrower's Liabilities, Borrower hereby grants and gives to Lender a general and continuing lien and security interest in and

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to all of Borrower's now existing and/or owned and hereafter arising and/or acquired:

(i) All of debtor's presently existing hereafter arising accounts, contract rights, causes of action, instruments, documents, chattel paper, choses, general intangibles (including, but not limited to, tax refunds); all other forms of obligations owing to debtor and all guarantees and security therefore; all goods returned to, repossessed, reclaimed, replevined, sequestered, or stopped in transit by debtor, and all rights of debtor as an unpaid vendor in any of the foregoing; and, all of the debtor's books and records relating to any of the foregoing; and

All of debtor's inventory of every kind and description, now or at any time hereafter owned by or in the possession or custody, actual or constructive, of debtor, including, but not limited to, antennas, receivers, LNB's, stands, connecting cables, electronic components, steel stock, motors, gears, disks, transistors, modulators, switches, mounts, raw materials, components, work in process, finished goods, supplies, and packing containers, packaging and shipping materials, wherever located; all patents, copyrights, trademarks, trade names, trade secrets, licenses, proprietary rights, sales and promotional materials, blueprints, drawings, jigs, forms, tools, dies, molds, patterns, and other manufacturing

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materials and items incident or related thereto or to the manufacturing ad selling thereof; and all other items of alike or similar nature hereafter acquired by debtor by way of substitution, replacement, return, repossession or otherwise, and all additions, accessions and improvements thereto, and the resulting product or mass and any documents and other evidences of title representing any of the above; and

All of debtor's present machinery and equipment, including, but not limited to, test equipment, wave soldering units, radial drills, press brakes, welders, lathes, plating and etching equipment, air compressors, wheelabrators, microplace machines, and all fixtures, vehicles, office equipment, furniture, furnishings, tools, dies, jigs and attachments, wherever located, an all present and future proceeds and product thereof; all of debtor's additional equipment, wherever located, of like or unlike nature, to be acquired hereafter, and all proceeds, products, replacements, substitutions, accessions, additions and improvements to any of the foregoing; and all of debtor's general intangibles, including, without limitation, computer programs, computer discs, computer tapes, literature, reports, catalogs, drawings, blueprints and other proprietary items.

All other choses in action of every kind and nature including, without limitation, the proceeds of

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any litigation initiated by Debtor or of any action brought under 11 U.S.C. Section 544, Section 547 or Section 548 now in existence or hereafter created, now or hereafter owned or held by or payable to the Debtor and the proceeds and products of all of the Pre-Petition Collateral and Post-Petition Collateral including, without limitation, all accounts, contract rights, purchase orders, documents, chattel paper, instruments, general intangibles inventory, machinery and equipment, furniture and fixtures and the proceeds and products thereof of Pre-DIP upon which SPBC held a security interest prior to the date of the Petition.

(ii) All of Borrower's now existing or hereafter acquired real property subject only to liens and encumbrances of record.

10.2 Supplemental Documentation. Borrower shall execute and/or deliver to Lender, at any time and from time to time hereafter at the request of Lender, all agreements, instruments, documents and other written matter (hereinafter individually and/or collectively referred to as "Supplemental Documentation") that Lender may request, in a form and substance acceptable to Lender, in its sole discretion, to perfect and maintain perfected Lender's liens and security interests in the Collateral and to consummate the transactions contemplated in or by this Agreement, the Order and the Other Agreements, including, but not limited to, lock box and/or depository account arrangements in Lender's name, in its sole discretion, for the collection of the Accounts by Lender. Lender shall have the right to record or otherwise made a public record of the

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Supplemental Documentation as Lender deems necessary, in its sole discretion. Borrower hereby irrevocably makes, constitutes and appoints Lender (and all Persons designated by Lender for that purpose) as Borrower's true and lawful security interests or encumbrances on the Collateral and/or purchase money purchase money security interests in Inventory and Equipment granted prior right under applicable state law.

10.3 Lender may, but shall not be required to, file financing statements, mortgages or other documents in any jurisdiction or take any other action in order to validate or perfect the security interests and liens granted to it hereunder and under the Post-Petition Loan Agreements and related instruments, documents and agreements, and Lender's security interests shall be deemed to be perfected nunc pro tunc August ___, 1986, regardless of Lender's decision regarding the filing of documents.

10.4 Collateral Proceeds. Borrower shall receive, as the sole and exclusive property of Lender, and as trustee for Lender, all monies, checks, notes, drafts, and all other payments with respect to and/or proceeds of Collateral which come into the possession or under the control of Borrower (or any of its shareholders, directors, officers, employees, agents or any Persons acting for or in concert with Borrower) and immediately upon receipt thereof, Borrower shall: (i) remit the same (or cause the same to be remitted), in kind, to Lender; or (ii) deposit same (or cause the same to be deposited) in a cash collateral or similar account in the name of Lender.

10.5 Endorsement of Collateral Proceeds. Lender, now

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or at any time or times hereafter, in its sole and absolute discretion, may endorse Borrower's name to any of the items of payment or proceeds described in Section 10.4 which comes into Lender's possession or under Lender's control, and Lender shall apply the same pursuant to the provisions of this Agreement and the Order. For the purposes of this Section 10.5, Borrower, irrevocably, hereby makes, constitutes and appoints Lender (and all persons designated by Lender for that purpose) as Borrower's true and lawful attorney (and agent-in-fact) to endorse Borrower's name to such items of payment and/or proceeds.

10.6 Other Security Interests. Lender, in its sole discretion, without waiving or releasing any obligation, liability or duty of Borrower under this Agreement or the Other Agreements or any Event of Default, may at any time or times hereafter (but shall be under no obligation to do so) pay, acquire and/or accept an assignment of any security interest, lien, encumbrance or claim asserted by any Person against the Collateral. All sums paid by Lender in respect thereof, and all costs, fees and expenses, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto incurred by Lender on account thereof shall be part of Borrower's Post-Petition Liabilities, payable on demand and secured by the Collateral.

11. COLLATERAL: ACCOUNTS

11.1 Accounts Warranties. Borrower warrants and represents to Lender that:

11.1.1 Borrower has good, indefeasible and

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merchantable title to and ownership of the Accounts, free and clear of any security interests, liens or encumbrances.

11.1.2 Borrower shall execute and deliver to Lender daily schedules of Accounts in form acceptable to Lender, in its sole discretion, certified by Borrower's officer responsible therefor to be true and correct, ratifying the assignment of Accounts therein described to Lender as provided herein and specifying such other matters and information as Lender may require, from time to time.

11.1.3 the Accounts are genuine, in all respects what they purport to be and are not evidenced by a judgment.

11.1.4 the Accounts represent undisputed, bona fide transactions completed in accordance with the terms and provisions contained in the invoices and other documents delivered to Lender with respect thereto.

11.1.5 the amounts of Accounts shown on any schedule of Accounts, invoices and statements delivered to Lender with respect thereto are actually and absolutely owing to Borrower and are not contingent for any reason.

11.1.6 no payments have been or shall be made on Accounts, except payments to Lender or otherwise immediately delivered to Lender pursuant to this Agreement and the Other Agreements.

11.1.7 there are no off-sets, counterclaims or disputes existing or asserted with respect to Accounts, and Borrower has not made any agreement with any Obligor thereof for any deduction therefrom, except a discount or allowance allowed

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by Borrower in the ordinary course of its business for prompt payment.

11.1.8 there are no facts, events or occurrences which in any way impair the validity or enforceability of Accounts or tend to reduce the amount payable thereunder from the amount thereof as shown on any schedule of Accounts, invoices and statements delivered to Lender with respect thereto.

11.1.9 to the best of Borrower's knowledge, all Obligors on Accounts have the capacity to contract and are solvent.

11.1.10 the services furnished and/or goods sold giving rise to Accounts are not subject to any lien, claim, encumbrance or security interest except that of Lender.

11.1.11 Borrower has no knowledge of any fact or circumstance which would impair the validity or collectibility of Accounts.

11.1.12 to the best of Borrower's knowledge, there are no proceedings or actions which are threatened or pending against any Obligor of Accounts which might result in any material adverse change in its financial condition.

11.2 Records of Account. Borrower shall deliver to Lender, in form and substance acceptable to Lender by Tuesday of each week, such agings and other information relating to the status of then existing Accounts as of the preceding Friday and of Borrower's payables as Lender shall request from time to time. Borrower shall keep accurate and complete records of its Accounts, which records shall be made available to Lender at all

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...times hereafter for Lender's inspection, copying, verification or otherwise.

11.3 Other Accounts Information. Unless Lender notifies Borrower in writing that Lender suspends any one or more of the following requirements, Borrower shall:

11.3.1 promptly upon Borrower's learning thereof, inform Lender, in writing, of any material delay in Borrower's performance of any of its obligations to any Obligor; of any assertion of any claims, offsets or counterclaims by any Obligor; and of any allowances, credits and/or other monies granted by Borrower to any Obligor.

11.3.2 not permit or agree to any extension, compromise or settlement or make any change or modification of any kind or nature with respect to any Account, including any of the terms relating thereto.

11.3.3 promptly upon Borrower's receipt or learning thereof, furnish to and inform Lender of all material adverse information relating to the financial condition of any Obligor.

11.4 Confirmation of Accounts. Borrower authorizes Lender (including its officers, employees and agents) to obtain, in Lender's name or in the name of a Person designated by Lender, at any time or times hereafter, confirmations, information and any other data from Obligors as to Accounts and as to the performance of Borrower's obligations under contracts with such Obligors, including, by way of illustration and without limitation, Borrower's payment records, the validity and amount

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of Accounts, and quality and delivery performance records. Lender is authorized to obtain this information at Borrower's expense by mail, telephone, telegraph or otherwise. Borrower waives any right it may have against any such Obligors for furnishing data to Lender.

11.5 Notification of Obligors. On and after the Maturity date, Lender, in its sole and absolute discretion, without notice thereof to Borrower, may notify any or all Obligors that the Accounts have been assigned to Lender and that Lender has a security interest therein, and Lender may direct such Obligors thereafter to make all payments due from them to Borrower upon the Accounts: (i) directly to Lender; or (ii) to a lock box established by Lender in Lender's name or otherwise.

12. COLLATERAL: INVENTORY

12.1 Inventory Warranties. Borrower warrants and represents to and covenants with Lender that:

12.1.1 Inventory shall be kept only at the locations set forth in Exhibit C or such other locations as Lender consents to in writing.

12.1.2 Borrower, immediately upon demand by Lender therefor, now and from time to time hereafter, shall execute and deliver to Lender designations of Inventory specifying Borrower's cost of Inventory and such other matters and information relating to Inventory as Lender may request.

12.1.3 Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreement with any Person, and Borrower's right to sell the Inventory is

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not restricted geographically or by custom type, and the sale by Lender of Inventory after repossession will not violate the terms or conditions of any agreement to which Borrower is a party or by the terms of which Borrower is bound.

12.1.4 Inventory is not now and shall not at any time or times hereafter be stored by a bailee, warehouseman or similar party without Lender's prior written consent, and such bailee, warehouseman or similar party shall issue and deliver to Lender, in form and substance acceptable to Lender, warehouse receipts therefor in Lender's name.

12.1.5 Borrower does now keep and hereafter at all times shall keep correct and accurate records itemizing and describing the kind, type, quality and quantity of Inventory, Borrower's cost therefor and selling price thereof and the daily withdrawals therefrom and additions thereto, all of which shall be available (during Borrower's usual business hours), upon demand, to any of Lender's officers, employees or agents for inspection and copying thereof.

12.1.6 any of Lender's officers, employees or agents shall have the right, upon demand, now and at any time or times hereafter during Borrower's usual business hours, upon reasonable request, to inspect and examine Inventory and any other Collateral and to check and test the same as to quality, quantity, value and condition, and Borrower agrees to use its best efforts to cause its employees and agents to cooperate with Lender in this regard, and to pay to Lender, on demand, all of Lender's costs, fees and expenses in so doing pursuant to the

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terms of the Agreement. Such costs, fees and expenses shall be part of Borrower's Post-Petition Liabilities, payable on demand and secured by the Collateral. Lender may, in its sole discretion and at Borrower's expense, maintain an auditor at Borrower's place of business during all business hours for the purposes of maintaining Borrower's business, but such auditor shall in no way participate in or be responsible for the management of Borrower's business.

12.2 Limited Sale of Inventory. Until the Maturity Date, Borrower may use or sell Inventory in the ordinary course of its business (which does not include a transfer in partial or total satisfaction of Indebtedness).

12.3 Inventory Safekeeping. Borrower shall be liable or responsible for:

12.3.1 the safekeeping of Inventory;

12.3.2 any loss or damage thereto or destruction thereof occurring or arising in any manner or fashion from any cause;

12.3.3 any diminution in the value thereof;

12.3.4 any act or default of any carrier, warehouseman, bailee or forwarding agency thereof or other Person whomsoever.

Notwithstanding the foregoing, Lender shall use reasonable care in the custody and preservation of Inventory in the actual possession of Lender.

12.4 Lender Power to Warehouse. On and after the Maturity Date, Lender, in its sole discretion, may require that

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the Inventory be stored with a bailee, warehouseman or similar party and warehouse receipts therefor be issued in Lender's name and be delivered to Lender. Borrower hereby agrees to do whatever acts are requested by Lender to effectuate the foregoing. All costs and expenses incurred and/or arising in connection with this Section 12.4 shall be paid by Borrower.

13. Collateral: Equipment

13.1 Equipment Warranties. Borrower warrants and represents to Lender that Borrower had good, indefeasible and merchantable title to and ownership of all of its Equipment; the Equipment is and shall be kept and/or maintained solely at the locations set forth in Exhibit D; and, except as set forth in Exhibit A, the Equipment is free and clear of any security interests, liens or encumbrances other than those in favor of Lender.

13.2 Maintenance. Borrower shall keep and maintain the Equipment in good operating condition and repair and shall make all necessary replacements thereof and renewals thereto in order that the value and operating efficiency thereof shall at all times be maintained and preserved. Borrower shall not permit any Equipment to become a fixture to real estate or accession or other personal property.

13.3 Evidence of Title. Borrower, immediately upon demand by Lender, shall deliver to Lender any and all evidence of ownership of, including without limitation, certificates of, and applications for, title to any of the Equipment.

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14. COLLATERAL; REAL ESTATE

14.1 Governing Provisions. Borrower covenants to maintain the real estate in accordance with the terms and conditions of the mortgages, mortgage deeds, and deeds of trust included in the Other Agreements and of any supplemental mortgage, mortgage deed, or deed of trust executed pursuant to Section 10.2. Borrower hereby adopts, incorporates herein by reference, and agrees to be governed by, the terms, conditions and warranties contained in all of such documents.

15. INSURANCE AND CHARGES

15.1 Insurance; Premiums; Claims. Borrower, at its sole cost and expense, shall keep and maintain the Collateral and its other assets insured in such amounts, for such hazards and with such insurers as shall be acceptable to Lender, in its sole discretion, from time to time. Borrower shall deliver to Lender the original (or certified copy) of each policy of insurance and evidence of payment of all premiums therefor. Such policies of insurance shall contain an endorsement, in a form and substance acceptable to Lender, in its sole discretion, showing loss payable to Lender. Such endorsement or an independent instrument furnished to Lender shall provide that the insurance companies shall give Lender at least thirty (30) days' written notice before any such policy or policies of insurance shall be altered or cancelled and that no act or default of Borrower or any other Person shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage. Borrower hereby directs all insurers under such policies of

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insurance to pay all proceeds payable thereunder directly to Lender. Borrower irrevocably makes, constitutes and appoints Lender (and all Persons designated by Lender) as Borrower's true and lawful attorney (and agent-in-fact) for the purposes of making, settling and adjusting claims under such policies of insurance, endorsing the name of Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decision with respect to such policies of insurance. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required above, or to perform any obligation or pay any premium in whole or in part relating thereto, then Lender, without waiving or releasing any obligation or Event of Default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance, pay such premiums and take any other action with respect thereto which Lender deems advisable, in its sole discretion. All sums so disbursed by Lender, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be part of Borrower's Post-Petition Liabilities, payable on demand and secured by the Collateral.

15.2 Payment of Charges. Borrower shall pay promptly, when due, all of the Charges, and Borrower shall not permit the Charges to arise or to remain, and will promptly discharge the same. In the event Borrower, at any time or times hereafter,

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shall fail to pay the Charges or to obtain such discharges, Borrower shall so advise Lender thereof in writing; and Lender may, without waiving or releasing any obligation or liability of Borrower hereunder or any Event of Default, in its sole discretion, at any time or times thereafter, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be part of Borrower's Post-Petition Liabilities, payable on demand and secured by the Collateral.

15.3 Disputed Charges. Notwithstanding anything contained in this Agreement to the contrary and provided that Borrower shall be diligently and actively contesting such Charges in good faith in appropriate proceedings, Borrower may permit or suffer the Charges to attach to its assets and may dispute the same without prior payment thereof. If such disputed Charges are in excess of $100.00 in the aggregate at any time, however, Borrower shall give written notice to Lender, and Borrower shall give such additional Collateral and assurances as Lender, in its sole discretion, deems necessary under the circumstances.

15.4 Tax Returns. Borrower shall deliver to Lender, as and when prepared or received, copies of all tax returns, audits by taking authorities and other documents (including Internal Revenue Service Forms 940 and 941) related to Borrower's liability for, or payment of, the Charges, including, but not limited to, copies of all checks issued to cover payment of the

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Charges and copies of the weekly tax deposit receipts issued by the financial institution receiving such deposits.

16. WARRANTIES, REPRESENTATIONS AND COVENANTS

16.1 General Warranties. Borrower warrants and represents to and covenants with Lender that with respect to Borrower as of the date hereof and at all times hereafter:

16.1.1 Corporate Status: Birdview is a corporation duly organized, existing and in good standing under the laws of the State of Delaware and is qualified or licensed to do business in all other states in which the laws thereof require it to be so qualified and/or licensed;

16.1.2 Right to Contract: Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and the Other Agreements by virtue of, but not by way of limitation, the Order;

16.1.3 No Conflict: The execution, delivery and/or performance by Borrower of this Agreement and the Other Agreements shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law, judgment, decree or order, or a breach of any provision contained in Birdview's Articles of Incorporation or By-Laws or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound;

16.1.4 Financial Statements: Borrower's financial statements heretofore delivered to Lender fairly and accurately present the assets, liabilities, financial condition and results of operation of Borrower and such other Persons

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described ther[redacted]as of and for the perio[redacted]nding of the dates of such financia_ statements, and such fina..ial statements have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved. Lender recognizes that such statements may be subject to later adjustment in accordance with generally accepted accounting principles.

16.2 Affirmative Covenants: Borrower warrants and represents to and covenants with Lender that with respect to Borrower as of the date hereof and at all times hereafter:

16.2.1 Management: Management of Borrower shall be adequately maintained at all times for reasonable compensation; and

16.2.2 Independent Audit: Upon Lender's request, Borrower shall employ a firm of independent certified public accountants acceptable to Lender, in its sole discretion, to audit Borrower and issue opinions to Lender as provided in Section 16.4; and Borrower shall cause said accountants to allow Lender to have access to working papers relating to the engagement, to freely communicate with Lender, and to otherwise fully cooperate with Lender.

16.3 Negative Covenants. Borrower warrants and represents to and covenants with Lender that with respect to Borrower as of the date hereof and at all times hereafter, Borrower shall not, without Lender's prior written consent thereto:

16.3.1 Liens or Transfer: grant a lien or security interest in, assign, sell or transfer (except as provided in Section 12.2) any of the Collateral or Borrower's other assets to any Person, or permit, grant or suffer a lien,

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claim or encumbrance upon any of the Collateral or Borrower's other assets;

16.3.2 Levy or Attachment: permit or suffer any levy, attachment or restraint to be made on or affecting the Collateral or Borrower's other assets;

16.3.3 Receiver: permit or suffer any receiver, trustee or assignee for the benefit of creditors to be appointed to take possession of any of the Collateral or Borrower's other assets;

16.3.4 Merger or Acquisition: merge, consolidate with, acquire or be acquired by any Person;

16.3.5 Transaction Affecting Payment: enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's LIabilities or Indebtedness, or the Collateral;

16.3.6 New Business: purchase, acquire or commence any new business or any business at any new location;

16.3.7 Care of Collateral and Assets: fail to keep its places of business, the Collateral or its other assets in good repair, or commit or permit the waste or squandering of any thereof;

16.3.8 Investments: invest in the securities of any Person or invest in any assets other than in the ordinary course of Borrower's business;

16.3.9 Guaranty by Borrower: guaranty or otherwise, in any way, become liable with respect to the obligations or liabilities of any Person, except by endorsement

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of instruments or items of payment for deposit to the general account of Borrower or for delivery to Lender on account of Borrower's Liabilities;

16.3.10 Capital Structure and Business: make any material change in Borrower's capital structure or in any of its business objectives, purposes and operations which might in any way adversely affect the repayment of Borrower's Liabilities;

16.3.11 Related Party Transactions: directly or indirectly enter into any transaction with any Parent, Subsidiary or Affiliate, or any shareholder, officer, or director of any thereof, or any entity under the direct or indirect ownership or control of Ross or one or more of Borrowers officers and/or directors.

16.3.12 Stock Redemption: redeem, retire, purchase or otherwise acquire, directly or indirectly, any of Borrower's Stock, except as specifically required by the Borrower's Employee Stock Ownership Plan;

16.3.13 Dividends: declare or pay dividends on any of Borrower's Stock, or make any distribution of Borrower's property or assets, or make any loans, advances and/or extensions of credit to any Person;

16.3.14 Other Indebtedness: incur Indebtedness (other than Borrower's Liabilities) except trade payables arising in the ordinary course of Borrower's business and on terms and for prices that are customarily available to others engaged in businesses which are similar to Borrower's buying;

16.3.15 Licenses and Permits: fail to have and maintain all business licenses, franchises and permits required

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under any applicable federal, state or local law necessary to the conduct of Borrower's business;

16.3.16 Capital or Lease Expenditures: except for purchases made pursuant to Section 13.2 or approved in advance by the Court after notice to Lender, make capital or lease expenditures;

16.3.17 Transfer to Affiliates: transfer property (whether real or personal, tangible or intangible), or extend credit or any kind to any other entity;

16.3.18 Purchases Above Market Price or Sales Below Market Price: Purchase raw materials at prices in excess of those generally offered to entities engaged in similar business or sell inventory or equipment below its usual offering price without prior court approval.

16.4 Records; Financial Statements and Reports: Borrower represents and warrants to and covenants with Lender that Borrower shall keep books of account and records in accordance with good and reasonable commercial and fiscal practices and procedures, consistently maintained and supervised in accordance with generally accepted accounting principles applied on a consistent basis, to accurately and fairly reflect its transactions and provide adequate detail to support its financial statements, and shall cause to be furnished to Lender the following:

16.4.1 on or before the twentieth (20th) day of each month hereafter, balance sheets of Borrower as at the end of, and the related statements of operations and reconciliations

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of stockholders' equity for, the preceding month, certified by the officers described in Section 16.4.1 (in the form attached hereto as Exhibit E), prepared in accordance with generally accepted accounting principles and fairly presenting the financial position and results of operations of Borrower for such period;

16.4.2 simultaneously with the filing thereof, all financial statements, reports and other filings and writing by or with respect to Borrower for or filed with the Court, the Securities and Exchange Commission, the Official Creditor's Committee with respect to the Proceedings, or any other Person;

16.4.3 such operating, cash flow or other projections as Lender may reasonably request from time to time; and

16.4.4 such other data and information (financial or otherwise) as Lender, from time to time, may request bearing upon or related to the Collateral, Borrower's financial condition, business plan and the anticipated results of Borrower's operations.

17. DEFAULT

17.1 Events of Default. The occurrence of any one of the following events shall constitute an Event of Default by Borrower under this Agreement and Other Agreements, unless specifically waived in writing by Lender:

17.1.1 Breach of Order or Agreement: If Borrower fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation

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contained in any order of the Court, including the Order, or in this Agreement or the Other Agreements which is required to be performed, kept or observed by Borrower;

17.1.2 Untrue Statement: If any statement, report or certificate made or delivered by Borrower, or any of its officers, authorized employees or agents, to Lender is not true and correct;

17.1.3 Failure to Pay: If Borrower fails to pay Borrower's Liabilities when due and payable or declared due and payable;

17.1.4 Attachment of Assets: If the Collateral or any of Borrowers other assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors, or by order of the Court or otherwise become subject to a lien, security interest or encumbrance;

17.1.5 Liquidation: If an order of relief is entered pursuant to a complaint, application, motion or petition filed by or against Borrower for its dissolution or liquidation under any section or chapter of the Bankruptcy Code, except Chapter 11, or any similar law or regulation;

17.1.6 Restraint: If Borrower is enjoined, restrained or in any way prevented by an order of the Court from conducting all or any material part of its business;

17.1.7 Receivership: If an order of relief is entered pursuant to an application or motion made by or against

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borrower for the appointment of a receiver, trustee or for Borrower's business, the Collateral or any other o Borrower's assets.

17.1.8 Breach of Order: Breach by Bor any Order in the Proceedings including specifically, b limitation, breach of any adequate protection or simil

17.2 No further Advances; Acceleration. Upo Maturity Date or as otherwise provided under the Agree without notice or demand by Lender to Borrower, Lender no further obligation to and may immediately cease adv monies or extending credit to or for the benefit of Bo under this Agreement and the Other Agreements. Upon t Date, without notice or demand by Lender to Borrower o Person, except to the Court, but without further order Court, Borrower's Liabilities shall become immediately payable, and Lender shall have the unrestricted right a authority to enforce its rights and remedies under thi and the Other Agreements as permitted by the Order.

17.3 Rights and Remedies. Upon the Maturity Date and to the extent permitted by the Order, Lender, in its sole discretion may:

17.3.1 exercise any one or more of the and remedies accruing to a secured party under the Unif Commercial Code of the relevant state or states and any applicable law upon default by a debtor;

17.3.2 enter, with or without process o premises where the Collateral or the books and records

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Borrower related thereto is or may be located, and without charge or liability to Lender therefor, seize and remove the Collateral and Borrower's books and records in any way relating to the Collateral from such premises and/or remain upon such premises and use the same (together with said books and records) for the purpose of collecting, preparing and disposing of the Collateral;

17.3.3 sell or otherwise dispose of the Collateral at public or private sale for cash or credit.

In addition, Borrower recognizes that in the event Borrower fails to perform, observe or discharge any of its obligations or liabilities under this Agreement or the Other Agreements, no remedy at law will provide adequate relief to Lender, and Borrower agrees that Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

17.4 Cooperation of Borrower. Upon the Maturity Date and to the extent permitted by the Order, Borrower, immediately upon demand by Lender, shall assemble the Collateral and make it available to Lender at a place or places to be designated by Lender.

17.5 Collection of Collateral. Upon the Maturity Date and to the extent permitted by the Order, Borrower hereby irrevocably designates, makes, constitutes and appoints Lender (and all persons designated by Lender) as Borrower's true and lawful attorney (and agent-in-fact), with power, without notice to Borrower and at such time or times thereafter as Lender, in

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its sole discretion, may determine, in Borrower's or Lender's name:

17.5.1 to demand payment of the Collateral;

17.5.2 to enforce payment of the Collateral by legal proceedings or otherwise;

17.5.3 to exercise all of Borrower's rights and remedies with respect to the collection of the Collateral;

17.5.4 to settle, adjust, compromise, extend or renew the Collateral;

17.5.5 to settle, adjust, compromise any legal proceedings brought to collect the Collateral;

17.5.6 to sell or assign the Collateral upon such terms, for such amounts and at such time or times as Lender deems advisable;

17.5.7 to discharge and release the Collateral;

17.5.8 to take control, in any manner, or any item of payment or proceeds of the Collateral;

17.5.9 to prepare, file and sign Borrower's name on any Proof of Claim in Bankruptcy or similar document against any Obligor;

17.5.10 to prepare, file and sign Borrower's name on any Notice of Lien, Assignment or Satisfaction of Lien or similar document in connection with the Collateral;

17.5.11 to do all acts and things necessary, in Lender's sole discretion, to fulfill Borrower's Liabilities;

17.5.12 to endorse the name of Borrower upon any of the items of payment or proceeds of the Collateral and to

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deposit the same to the account of Lender and on account of Borrower's Liabilities;

17.5.13 to endorse the name of Borrower upon any chattel paper, document, instrument, invoice, freight bill, bill of lading or similar document or agreement relating to the Collateral;

17.5.14 to sign the name of Borrower to verification of the Collateral and notices thereof to Obligors.

All costs, expenses and fees (including, but not limited to, reasonable attorneys' fees) incurred by Lender (or for which Lender becomes obligated to pay) in connection with the foregoing shall be part of Borrower's Post-Petition Liabilities, payable on demand and secured by the Collateral.

17.6 Sale Procedure. Any notice required to be given by Lender of a sale, lease or other disposition of the Collateral, or any other intended action by Lender with respect to the Collateral, deposited in the United States Mail, postage prepaid and duly addressed to Borrower and Rose at the address designated in Section 18.1.2 hereof not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Borrower thereof. Borrower agrees that Lender may, if Lender deems it necessary, postpone or adjourn any sale of the Collateral, from time to time, by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Borrower agrees

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that Lender has no obligation to preserve rights against prior parties to the Collateral.

17.7 Fees. In the event that Lender employs or utilizes attorneys, accountants, auditors, consultants or other Persons for advice or other representation: (i) with respect to any aspect of the Financing Arrangements (including, without limitation, the Collateral, this Agreement or Other Agreements); (ii) to represent Lender in the Proceedings or any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to the Proceedings or any litigation, contest, dispute, suit or proceeding (whether instituted by Lender, Borrower or any other Person) in any way or respect relating to the Collateral, this Agreement, the Other Agreements or Borrower's business or affairs; (iii) to enforce any rights of Lender against Borrower or any other Person who may be obligated to Lender by virtue of this Agreement or the Other Agreements, including, without limitation, Obligors; (iv) to protect, collect, sell, liquidate or otherwise dispose of the Collateral; and/or (v) to attempt to or to enforce Lender's liens or security interests in the Collateral, the reasonable attorneys' fees arising from such services and all expenses, costs, charges and other fees of such Persons or of Lender in any way or respect arising in connection with or relating to any aspect of the Financing Arrangements (including any of the events described in this Section 17.7) shall be part of Borrower's Post-Petition Liabilities, payable on demand and secured by the Collateral without prior court approval.

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Without limiting the generality of the foregoing, such expenses, costs, charges and fees include: (i) accountants' fees, costs and expenses; (ii) long distant telephone charges; (iii) telegram charges; (iv) expenses for travel, lodging and food; and (v) expenses incurred in fulfulling, in whole or in part, any order or any Obligor from which Collateral has arisen or will arise.

18. MISCELLANEOUS

18.1 Notices and Service of Process. The parties agree that any notices, requests, and communications under the Other Agreements, hereunder or with respect to the Proceedings, or any subsequent litigation at any time instituted with respect to the Other Agreements or this Agreement, and service of process, may be made upon them, individually and collectively (and the sending or giving of such notices, requests and communications shall be sufficient in all respects if sent) by certified mail, return receipt requested, with postage fully prepaid, or by personal delivery at the following addresses:

18.1.1 If to Lender:

Security Pacific Business Credit Inc.
One East 22nd Street
Suite 220
Lombard, Illinois 60148
Attn: Daniel Cushing

with a copy to:

Weissman, Smolev & Pond
Two North LaSalle Street
Suite 600
Chicago, Illinois 60602
Attention: Richard G. Smolev

18.1.2 If to Borrower or Ross:

Birdview Satellite Communications, Inc.
315 Lindenwood Drive
Olathe, Kansas 66062
Attn: Charles A. Ross

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with a copy to

Linde, Thompson, Fairchild, Langworthy,
Kohn & Van Dyke, P.C.
2700 City Center Square
Kansas City, Missouri 64196
Attn: Mare Salle

The parties acknowledge that the making of such notices, requests and communications provided herein shall constitute good and sufficient service of process the business day after mailing regardless of when or where it was received. Unless otherwise provided to the contrary, all notices personally delivered shall be effective when received. Any party may, by proper written notice hereunder to all other parties, change the address to which notices shall thereafter be sent to it.

18.2 Course of Dealing; Waivers. No course of dealing on the part of Lender, its officers, employees or agents, nor any failure or delay by Lender with respect to the exercise of any right, power or privilege by Lender under this Agreement shall operate as a waiver thereof, and any single or partial exercise of any such right, power or privilege shall not preclude any later exercise of any such right, power, or privilege, or the exercise of any other right, power or privilege hereunder. No waiver of an Event of Default shall be effective unless in writing and signed by an officer of Lender. No waiver of any Event of Default or forbearance on the part of Lender in enforcing any of its rights under this Agreement or the Other Agreements shall operate as a waiver of any other Event of Default or right or of the same Event of Default or right on a

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future occasion.

18.3 Syntax. In all cases herein where the context and construction so require, all words used in the singular shall be deemed to have been used in the plural, and words in the plural shall be deemed to have been used in the singular. The obligations, agreements, covenants and warranties of Borrower hereunder and under the documents and instruments contemplated herein shall be joint, joint and several, and several.

18.4 Captions. All titles and captions of the various sections and subsections of this Agreement have been inserted only for the purpose of convenience and are not a part of this Agreement, and shall be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

18.5 Counterparts. This Agreement and all of the other documents incident hereto may be signed in counterparts and all of such counterparts when properly executed by the appropriate parties thereto together shall serve as a fully executed document, binding upon the parties.

18.6 Binding. The rights, powers, privileges and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties, and their respective heirs, personal representatives, successors and assigns.

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year appearing on the first page hereof.

"Lender"

WITNESS

SECURITY PACIFIC BUSINESS CREDIT INC.

By: _____

_____ Its: _____

"Borrower"

BIRDVIEW SATELLITE COMMUNICATIONS, INC.

_____ By: _____

_____ Its: _____

"Ross"

_____

CHARLES A. ROSS

9504381957

RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT

88 SEP 21 AM 11:09

BEFORE THE FEDERAL ELECTION COMMISSION

SENSITIVE

In the Matter of)
)
Darlene Hackerott) MUR 2582

GENERAL COUNSEL'S REPORT

I. **BACKGROUND**

Attached is a conciliation agreement which has been signed by Darlene Hackerott. The attached agreement contains no changes from the agreement approved by the Commission on August 9, 1988. A check for the civil penalty has been received.

II. **RECOMMENDATIONS**

1. Accept the attached conciliation agreement with Darlene Hackerott.

2. Close the file as it pertains to Darlene Hackerott.

3. Approve the attached letter.

9/20/88
Date

Lawrence M. Noble
General Counsel

Attachments
1. Conciliation Agreement
2. Civil Penalty Check
3. Letter to Respondents

Staff Assigned: Daniel Blessington
Susan Beard

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Darlene Hackerott) MUR 2582

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on September 23, 1988, the Commission decided by a vote of 6-0 to take the following actions in MUR 2582:

1. Accept the conciliation agreement with Darlene Hackerott, as recommended in the General Counsel's report signed September 20, 1988.

2. Approve the letter, as recommended in the General Counsel's report signed September 20, 1988.

Commissioners Aikens, Elliott, Josefiak, McDonald, McGarry, and Thomas voted affirmatively for the decision.

Attest:

9/23/88
Date

Marjorie W. Emmons
Secretary of the Commission

Received in the Office of Commission Secretary: Wed., 9-21-88, 11:09
Circulated on 48 hour tally basis: Wed., 9-21-88, 4:00
Deadline for vote: Fri., 9-23-88, 4:00

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 28, 1988

John C. Noonan, Esquire
Stinson, Mag & Fizzell
920 Main Street
P. O. Box 19251
Kansas City, MO 64141-2251

RE: MUR 2582
Darlene Hackerott

Dear Mr. Noonan:

On September 23, 1988, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your client's behalf in settlement of a violation of 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to your client. This matter will become a part of the public record within 30 days after it has been closed with respect to all other respondents involved. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed.

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Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Darlene Hackerott)

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Darlene Hackerott ("Respondent") violated 2 U.S.C. § 441f.

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. In December of 1983, Respondent's husband, Edward Hackerott, was the vice-president of administration for Birdview Satellite Communications, Inc.

2. On or about December 14, 1983, Respondent wrote a check for $1,000 as a contribution to the Dole for Senate

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Committee. The Dole for Senate Committee is a political committee within the meaning of 2 U.S.C. § 431(4). Respondent wrote the check at the request of her husband, Edward Hackerott.

3. Mr. Hackerott had been approached earlier by Charles A. Ross, who had requested that Mr. and Mrs. Hackerott each make $1,000 contributions to the Dole for Senate Committee. Mr. Ross was the President and Chairman of the Board of Birdview Satellite Communications, Inc. at the time of this request.

4. On or about December 23, 1983, Respondent's husband received a $2,000 check from Birdview Satellite Communications, Inc. The purpose of the $2,000 check was to reimburse Respondent and Respondent's husband, Edward Hackerott, for the corporate contributions they had made in their names to the Dole for Senate Committee.

5. Pursuant to 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution.

V. Respondent knowingly permitted her name to be used to effect a contribution in the name of another in violation of 2 U.S.C. § 441f.

VI. Respondent will pay a civil penalty to the Federal Election Commission in the amount of Five Hundred Dollars ($500.00), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any

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requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirement contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

9/27/88
Date

FOR THE RESPONDENT:

Darlene Hackworth
(Name)
(Position)

Sept. 7 - 1988
Date

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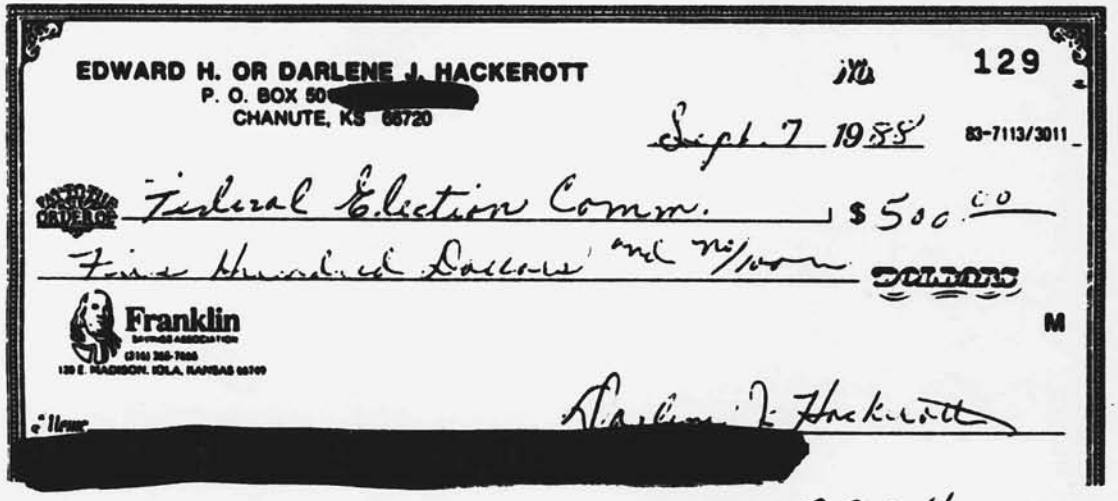
9 5 0 4 3 6 8 1 9 6 5



EDWARD H. OR DARLENE J. HACKEROTT
P. O. BOX 50[redacted]
CHANUTE, KS 66720

129

Sept 7 1988

83-7113/3011

Federal Election Comm. $500.00

Five Hundred Dollars and no/100 DOLLARS

Franklin
(316) 365-7555
139 E. MADISON, IOLA, KANSAS 66749

M

Darlene J. Hackerott

[redacted]

CCC#389

OGC #573

Mun 2582

BK 10
(Rev. 8/83)

FILED
RUSSELL L. BRENNER, CLERK

United States Bankruptcy Court

For the _____ District of KANSAS

SEP 27 1988

U.S. COURT OF BANKRUPTCY
By R. Carter Deputy

In re

BIRDVIEW SATELLITE COMMUNICATIONS INC. Case No. 86-41150 -11

*Debtor**

88 OCT -3 PM 3:14
RECEIVED
FEDERAL ELECTION COMMISSION

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notice is hereby given that: A hearing in said cause will be held at

U.S. Bankruptcy Court, 492 Federal Building,
444 S.E. Quincy, Topeka, Kansas 66683 on the
21st day of October, 19 88,
at 9:00 a.m. to consider and act upon the
following matter:

APPLICATION OF PAMIDA, INC. FOR ALLOWANCE OF ADMINISTRATIVE EXPENSES IN THE AMT. OF $71,347.11 & FURTHER ALLOWANCE OF $12,392.87 OF AMOUNT AS PRIORITY CLAIM (John Stauffer, Atty.)

MOTION OF GARY UNDERWOOD TO APPROVE CLAIM AS ADMINISTRATIVE EXPENSE (Gary Underwood, Atty.)

- copies of above motions available upon written request -

IF PARTIES ANTICIPATE THE HEARING TO EXTEND BEYOND 15-20 MINUTES, A SPECIAL SETTING SHOULD BE SOUGHT, AS OUR REGULAR CALENDAR WILL NOT ACCOMODATE LONGER HEARINGS.

and transact such other business as may properly come before the meeting.

Dated at Topeka, Kansas September 27, 1988

JAMES A. PUSATERI
U.S. BANKRUPTCY JUDGE

CERTIFICATE OF MAILING

I do hereby certify that I did on this 27th day of September 1988, mail a copy of the above Notice by First Class Mail to debtor, attorney of record, U.S. Trustee and movant's attorney, attorneys of record & all persons requesting notice.

Date of issuance: 9-27-88

R. Carter Deputy Clerk

*Include all names used by debtor within last 6 years.

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RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

88 SEP 30 AM 11:42

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

88 SEP 30 PM 2:15

FILED

OGC
556

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

SEP 27 1988

RUSSELL L. BRENNER, Clerk
U.S. COURT OF BANKRUPTCY
Deputy

IN RE:	
BIRDVIEW SATELLITE COMMUNICATIONS, INC.,	Case No. 88-41150
Debtor.	
BIRDVIEW SATELLITE COMMUNICATIONS, INC.,	
Plaintiff,	
vs.	Adv. No. 88-0012
JAMES T. NIXON,	
Defendant.	

(MUR 2582)

ORDER RESTRICTING NOTICE OF TRUSTEE'S APPLICATION FOR APPROVAL OF COMPROMISE

THIS MATTER comes on for consideration upon the Application of Trustee/Attorney for Trustee F. Stannard Lentz for an Order Restricting Notice of Trustee's Application for Approval of Compromise. The Court, having reviewed the file and being fully advised in the premises, and for cause shown, finds and it is hereby

ORDERED, ADJUDGED AND DECREED that notice of Trustee's Application for Approval of Compromise be restricted to the debtor, the Internal Revenue Service, the U.S. Attorney's office, U.S. Trustee, all attorneys of record, and to all parties in interest who have requested notice with the Court.

IT IS SO ORDERED this 14 day of September, 1988.

The Honorable James A. Pusateri
Bankruptcy Judge

Submitted by:

F. Stannard Lentz 06596
Lentz & Clark
5818 Reeds Road
P.O. Box 1704
Mission KS 66222-0704
(913) 384-2464
Trustee/Attorney for Trustee
7P bsno

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FILED

SEP 27 1988

RUSSELL L. BRENNER, Clerk
U.S. COURT OF BANKRUPTCY
By _____ Deputy

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:	
BIRDVIEW SATELLITE COMMUNICATIONS, INC.,	Case No. 86-41150
Debtor.	
BIRDVIEW SATELLITE COMMUNICATIONS, INC.,	
Plaintiff,	
vs.	Adv. No. 88-0012
JAMES T. NIXON,	
Defendant.	

NOTICE AND ORDER FOR OPPORTUNITY OF HEARING ON TRUSTEE'S APPLICATION FOR APPROVAL OF COMPROMISE

NOTICE is hereby given that the Trustee/Attorney for Trustee of the above-captioned estate has filed his Application for Approval of Compromise. A copy of the Application is attached hereto as Exhibit A.

IT IS HEREBY ORDERED that said Application will be approved unless a party in interest files a written objection on or before 5:00 p.m. on the 17th day of October, 1988 with the clerk of the U.S. Bankruptcy Court, 444 S.E. Quincy, Topeka, Kansas 66683. If an objection is so filed, the Trustee's Application and the objections thereto will come on for hearing on the 26th day of October, 1988, at 9:00 o'clock A. m. in the U.S. Bankruptcy Court. 444 S.E. Quincy. Topeka, Kansas 66683.

IT IS SO ORDERED this 14 day of September, 1988.

The Honorable James A. Pusateri
Bankruptcy Judge

Submitted by:

F. Stannard Lentz 06596
Lentz & Clark
5818 Reeds Road
P.O. Box 1704
Mission, KS 66222-0704
(913) 384-2464
Trustee/Attorney for Trustee
7P-bsnoh

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FILED

SEP 1 1 1988

RUSSELL L. BRENNER, Clerk
U.S. COURT OF BANKRUPTCY
By _____ Deputy

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:	)	
	)	
BIRDVIEW SATELLITE COMMUNICATIONS, INC.,	)	Case No. 86-41150
	)	
Debtor.	)	
	)	
BIRDVIEW SATELLITE COMMUNICATIONS, INC.,	)	
	)	
Plaintiff,	)	
vs.	)	Adv. No. 88-0012
	)	
JAMES T. NIXON,	)	
	)	
Defendant.	)	

APPLICATION FOR ORDER RESTRICTING TRUSTEE'S NOTICE OF APPLICATION FOR APPROVAL OF COMPROMISE

COMES NOW Trustee/Attorney for Trustee F. Stannard Lentz and moves the Court for its Order Restricting Notice of his Application for Approval of Compromise. In support of this Application, Trustee states as follows:

1. That pursuant to Bankruptcy Rule 2002, the Court can restrict notice for cause shown.

2. That due to the large number of creditors scheduled and the cost of mailing the Notice of Trustee's Application for Approval of Compromise should be limited to the debtor the Internal Revenue Service, the U.S. Attorney's office, the U.S. Trustee, all attorneys of record, and to all parties in interest who have requested notice with the Court.

WHEREFORE, your applicant respectfully requests this Court's order restricting notice to the debtor, the Internal Revenue Service, the U.S. Attorney's office, the U.S. Trustee, all attorneys of record, and to all parties in interest who have requested notice with the Court, and for such other and further relief as the Court deems just and equitable.

Dated this 12 day of September, 1988.

F. Stannard Lentz 06596
Lentz & Clark
5818 Reeds Road
P.O. Box 1704
Mission, KS 66222-0704
(913) 384-2464
Trustee/Attorney for Trustee

7P BSNA

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FILED

IN THE UNITED STATES BANKRUPTCY COURT SEP 14 1988
FOR THE DISTRICT OF KANSAS

RUSSELL L. BRENNER, Clerk
U.S. COURT OF BANKRUPTCY
By _____ Deputy

IN RE:	
BIRDVIEW SATELLITE COMMUNICATIONS, INC.	Case No. 86-41150
Debtor.	
BIRDVIEW SATELLITE COMMUNICATIONS, INC.	
Plaintiff,	
vs.	Adv. No. 88-0012
JAMES T. NIXON	
Defendant.	

APPLICATION FOR APPROVAL OF COMPROMISE

COMES NOW Birdview Satellite Communications, Inc., Plaintiff, by and through F. Stannard Lentz, Trustee/attorney for Trustee and Defendant James T. Nixon, by and through his attorney, Eugene J. Twellman and agree as follow:

1. That James T. Nixon is the Defendant in the above-referenced adversary proceeding.

2. That debtor paid to Defendant the sum of $25,000.00 representing a payment under a written agreement by and between debtor and Defendant denominated "Termination Agreement".

3. That on or about January 15, 1988 debtor filed this adversary proceeding naming James T. Nixon as Defendant and alleging that the payment of $25,000.00 represented a voidable preference under Section 547 of the Bankruptcy Code. The complaint prayed for an order that judgment be rendered against Defendant for $25,000.00.

4. On February 25, 1988, Defendant filed an Answer and Counterclaim denying that the payment constituted a voidable preference and alleging that the payment had been made in the ordinary course of business; that if the payment was a voidable

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preference the Termination Agreement failed for lack of consideration and the payment could be offset as new value for accrued rentals.

5. Counsel for debtor and Defendant have researched the facts and law regarding this transaction and have filed briefs and reply briefs in the above-captioned adversary proceeding. Defendant and debtor have agreed that Defendant will pay the sum of $5,000.00 to Debtor in full satisfaction of all claims by and between Debtor and Defendant.

6. Trustee has extensively investigated the facts and legal issues surrounding this claim and feels that the settlement is a fair resolution of the offer. Trustee believes that any further litigation of this matter would only result in much greater legal fees which would decrease the distribution to the unsecured creditors of the debtor's estate.

7. That the Trustee believes this compromise is in the best interest of the estate, creditors and parties in interest.

WHEREFORE, the Trustee respectfully requests this Court's order approving this compromise agreement; to accept $5,000.00 from Defendant in full settlement and full satisfaction of all claims by and between Debtor and Defendant.

Dated this 8 day of September, 1988.

F. Stannard Lentz
Lentz & Clark
5818 Reeds Road, P.O. Box 1704
Mission, KS 66222
(913) 384-2464
Trustee/Attorney for Trustee

1P-Nixon

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RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT

88 SEP 30 PM 3:19

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Edward Hackerott)

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

Attached is a conciliation agreement which has been signed by Edward Hackerott.

The attached agreement contains no changes from the agreement approved by the Commission on September 1, 1988. A check for the civil penalty has been received.

II. RECOMMENDATIONS

1. Accept the attached conciliation agreement with Edward Hackerott.
2. Close the file as to this respondent.
3. Approve the attached letter.

9/30/88
Date

Lawrence M. Noble
General Counsel

Attachments
1. Conciliation Agreement
2. Photocopy of civil penalty check
3. Letter to Respondent

Staff Assigned: Daniel Blessington
Susan Beard

95043681972

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 2582
Edward Hackerott)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on October 5, 1988, the Commission decided by a vote of 5-1 to take the following actions in MUR 2582:

1. Accept the conciliation agreement with Edward Hackerott, as recommended in the General Counsel's report signed September 30, 1988.

2. Close the file as to this respondent.

3. Approve the letter, as recommended in the General Counsel's report signed September 30, 1988.

Commissioners Aikens, Josefiak, McDonald, McGarry, and Thomas voted affirmatively for the decision; Commissioner Elliott dissented.

Attest:

Oct. 5, 1988
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

Received in the Office of Commission Secretary: Fri., 9-30-88, 3:19
Circulated on 48 hour tally basis: Mon., 10-03-88, 11:00
Deadline for vote: Wed., 10-05-88, 11:00
jm

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 11, 1988

John C. Noonan, Esquire
Stinson, Mag & Fizzell
920 Main Street
P. O. Box 19251
Kansas City, MO 64141-2251

RE: MUR 2582
Edward Hackerott

Dear Mr. Noonan:

On October 5, 1988, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your client's behalf in settlement of a violation of 2 U.S.C. §§ 441b and 441f, provisions of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to your client. This matter will become a part of the public record within 30 days after it has been closed with respect to all other respondents involved. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed.

9504368197 4

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

95043081975

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 2582
Edward Hackerott	)	

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Edward Hackerott ("Respondent") violated 2 U.S.C. §§ 441b and 441f.

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. In December of 1983, Respondent, Edward Hackerott, was the Vice President of Administration for Birdview Satellite Communications, Inc.

2. In December of 1983, Respondent was approached by Birdview Satellite Communications, Inc.'s President and Chairman

9504368197 6

of the Board, Charles A. Ross, who requested that Mr. Hackerott and his wife, Darlene, each contribute $1,000 to the Dole for Senate Committee, a political committee within the meaning of 2 U.S.C. § 431(4).

3. Respondent attended meetings with fellow officers of Birdview where they discussed contributions by Birdview employees to the Dole for Senate Committee. At these meetings, Birdview officers discussed the positive effect such contributions to the Dole campaign would have on the corporation.

4. On or about December 14, 1983, Respondent wrote a check for $1,000 as a contribution to the Dole for Senate Committee. At Respondent's request, his wife also wrote a check for $1,000 as a contribution to the Dole for Senate Committee. On or about December 14, 1983, Respondent personally delivered both checks to Charles A. Ross at the Offices of Birdview Satellite Communications, Inc.

5. Respondent was aware of contributions made to the Dole for Senate Committee by fellow officers of Birdview during the same time period that he and his wife made contributions that were reimbursed by Birdview.

6. On or about December 23, 1983, Respondent received a $2,000 check from Birdview Satellite Communications, Inc. The purpose of the $2,000 check was to reimburse Respondent and Respondent's wife, Darlene Hackerott, for the corporate contributions they had made in their names to the Dole for Senate Committee.

7. Pursuant to 2 U.S.C. § 441b, it is unlawful for any

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officer of any corporation to consent to any contribution or expenditure by the corporation in connection with any election for any federal office.

8. Pursuant to 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution.

V. 1. Respondent consented to the making of a political contribution by Birdview Satellite Communications, Inc. in violation of 2 U.S.C. § 441b.

2. Respondent knowingly permitted his name to be used to effect a contribution in the name of another in violation of 2 U.S.C. § 441f.

VI. Respondent will pay a civil penalty to the Federal Election Commission in the amount of One Thousand Dollars ($1,000.00), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the

9504368197 8

requirement contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

Date 10/11/88

FOR THE RESPONDENT:

(Name)
(Position)

Date 9/20/88

9504368199 79

9 5 0 4 3 6 8 1 9 8 0

Beard

EDWARD H. OR DARLENE J. HACKEROTT
P. O. BOX 501 316-431-4837
CHANUTE, KS 66720

130

9/20 1988

Federal Election Commission $ 1000 00

One thousand + no/100

Franklin

E H Hackerott

:301171133: 0090105657 14# 0130

OGC# 508

RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT

88 OCT 13 AM 9:26

BEFORE THE FEDERAL ELECTION COMMISSION

SENSITIVE

In the Matter of	)	
	)	
Steven Small	)	MUR 2582
Joy Small	)	

GENERAL COUNSEL'S REPORT

I. BACKGROUND

Attached are two conciliation agreements which have been signed by Steven Small and Joy Small. The attached agreements contain no changes from the agreements approved by the Commission on September 20, 1988. A check for the civil penalty has been received.

II. RECOMMENDATIONS

1. Accept the attached conciliation agreements with Steven Small and Joy Small.

2. Close the file as it pertains to Steven Small and Joy Small.

3. Approve the attached letters.

10/12/88
Date

Lawrence M. Noble
General Counsel

Attachments
1. Conciliation Agreements
2. Civil Penalty Check
3. Letters to Respondents

Staff Assigned: Daniel Blessington
Susan Beard

9504368198

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
)
Steven Small) MUR 2582
Joy Small)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on October 17, 1988, the Commission decided by a vote of 4-1 to take the following actions in MUR 2582:

1. Accept the conciliation agreements with Steven Small and Joy Small, as recommended in the General Counsel's report signed October 12, 1988.

2. Close the file as it pertains to Steven Small and Joy Small.

3. Approve the letters, as recommended in the General Counsel's report signed October 12, 1988.

Commissioners Aikens, Josefiak, McGarry, and Thomas voted affirmatively for the decision; Commissioner Elliott dissented; Commissioner McDonald did not cast a vote.

Attest:

Oct. 17, 1988
Date

Marjorie W. Emmons
Secretary of the Commission

Received in the Office of Commission Secretary: Thurs., 10-13-88, 9:2(
Circulated on 48 hour tally basis: Thurs., 10-13-88, 4:0(
Deadline for vote: Mon., 10-17-88, 4:0(

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plum

FEDERAL ELECTION COMMISSION
WASHINGTON, D C 20463

October 19, 1988

Joy Small
109 N. Forest
Chanute, KS 66720

RE: MUR 2582
Joy Small

Dear Mrs. Small:

On October 17, 1988, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your behalf in settlement of a violation of 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to you. This matter will become a part of the public record within 30 days after it has been closed with respect to all other respondents involved. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed.

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Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

95043681984

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Joy Small)

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Joy Small ("Respondent") violated 2 U.S.C. § 441f.

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. In June of 1984, Respondent's husband, Steven Small, was the Vice President of Manufacturing for Birdview Satellite Communications, Inc.

2. On or about June 11, 1984, Respondent wrote a check for $1,000 as a contribution to the Dole for Senate Committee.

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The Dole for Senate Committee is a political committee within the meaning of 2 U.S.C. § 431(4). Respondent wrote the check at the request of her husband, Steven Small.

3. Mr. Small had been approached earlier by Charles A. Ross, who had indicated that Mr. and Mrs. Small should each make $1,000 contributions to the Dole for Senate Committee. Mr. Ross was the President and Chairman of the Board of Birdview Satellite Communications, Inc. at that time.

4. On or about June 30, 1984, Respondent's husband received a $3,000 bonus from Birdview Satellite Communications, Inc. The purpose of the $3,000 bonus was to reimburse Respondent and Respondent's husband, Steven Small, for the corporate contributions they had made in their names to the Dole for Senate Committee. After taxes, the bonus came to $2,049. Steven Small received $2,000 of this bonus earlier in the month as a cash advance.

5. Pursuant to 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution.

V. Respondent knowingly permitted her name to be used to effect a contribution in the name of another in violation of 2 U.S.C. § 441f.

VI. Respondent will pay a civil penalty to the Federal Election Commission in the amount of Two Hundred and Fifty Dollars ($250.00), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue

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herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirement contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

10/20/88
Date

FOR THE RESPONDENT:

Jay Small
(Name)
(Position)

9/28/88
Date

9504368199 87

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 19, 1988

Steven Small
109 N. Forest
Chanute, KS 66720

RE: MUR 2582
Steven Small

Dear Mr. Small:

On October 17, 1988, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your behalf in settlement of a violation of 2 U.S.C. §§ 441b and 441f, provisions of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to you. This matter will become a part of the public record within 30 days after it has been closed with respect to all other respondents involved. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed.

9504368198

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

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06044590
RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM
88 OCT -3 PM 1:08

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Steven Small)

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE
88 OCT -5 AM 11:52

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Steven Small ("Respondent") violated 2 U.S.C. §§ 441b and 441f.

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. In June of 1984, Respondent, Steven Small, was the Vice President of Manufacturing for Birdview Satellite Communications, Inc.

2. In June of 1984, Respondent was approached by Birdview Satellite Communications, Inc.'s President and Chairman

95043681990

of the Board, Charles A. Ross, who indicated that Mr. Small and his wife, Joy, should each contribute $1,000 to the Dole for Senate Committee, a political committee within the meaning of 2 U.S.C. § 431(4). Respondent was also informed that he would be reimbursed for these contributions.

3. On or about June 11, 1984, Respondent wrote a check for $1,000 as a contribution to the Dole for Senate Committee. At Respondent's request, his wife also wrote a check for $1,000 as a contribution to the Dole for Senate Committee.

4. On or about June 30, 1984, Respondent received a $3,000 bonus from Birdview Satellite Communications, Inc. The purpose of the $3,000 bonus was to reimburse Respondent and Respondent's wife, Joy Small, for the corporate contributions they had made in their names to the Dole for Senate Committee. After taxes, the bonus came to $2,049. Earlier in June of 1984, Mr. Small had received $2,000 of the bonus as a cash advance from Birdview Satellite Communications, Inc.

5. Pursuant to 2 U.S.C. § 441b, it is unlawful for any officer of any corporation to consent to any contribution or expenditure by the corporation in connection with any election for any federal office.

6. Pursuant to 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution.

V. 1. Respondent consented to the making of a political contribution by Birdview Satellite Communications, Inc. in violation of 2 U.S.C. § 441b.

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2. Respondent knowingly permitted his name to be used to effect a contribution in the name of another in violation of 2 U.S.C. § 441f.

VI. Respondent will pay a civil penalty to the Federal Election Commission in the amount of Five Hundred Dollars ($500.00), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirement contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is

9504381992

not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

Date 10/19/88

FOR THE RESPONDENT:

(Name)
(Position)

Date 9/28/88

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STEVEN OR JOY SMALL
109 N. FOREST
CHANUTE, KS 66720

2576

9-28 1988 63-69/1011

PAY TO THE ORDER OF FEDERAL ELECTION COMMISSION $ 750.00

SEVEN HUNDRED FIFTY AND NO/100 DOLLARS

Bank of COMMERCE
P.O. Box 938
(316) 431-1400
Chanute, Kansas 66720

MEMO RE: MUR 2582

Steven M Small

⑆101100692⑆ 2576 671908⑈

OGC 590

88 OCT -5 AM 11:52

OGC #111

BK 10
(Rev. 8/83)

FILED
RUSSELL L. BRENNER, CLERK
NOV 18 1988
U.S. COURT OF BANKRUPTCY
By R. Carter Deputy

United States Bankruptcy Court

For the _____ District of KANSAS

In re

BIRDVIEW SATELLITE COMMUNICATIONS INC. Case No. 86-41150

*Debtor**

88 NOV 21 PM 12:18
RECEIVED
FEDERAL COMMUNICATIONS COMMISSION

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notice is hereby given that: SECOND APPLICATION OF SECURITY PACIFIC BUSINESS CREDIT, INC. FOR PAYMENT OF ATTORNEY'S FEES TO ROBERT BAER IN THE AMOUNT OF $2,740.22 FOR THE TIME PERIOD FROM 8/25/88 - 11/7/88

The Honorable James A. Pusateri, Bankruptcy Judge, has directed that all creditors be noticed concerning this application.

YOU ARE FURTHER NOTIFIED that you have until December 8, 1988 to file a written objection thereof.

If no objection is filed, the application may be granted without further notice.

DATED AT TOPEKA, KANSAS November 18, 1988

JAMES A. PUSATERI
U.S. BANKRUPTCY JUDGE

9504368199 5

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing notice was sent by FIRST CLASS MAIL to debtor(s), attorney of record, U.S. Trustee and all attorneys of record & persons requesting notice.

RUSSELL L. BRENNER
Clerk of Bankruptcy Court

By: R. Carter
Deputy Clerk

Date of issuance: Nov. 18, 1988

*Include all names used by debtor within last 6 years.

571

Doc# 1109

FILED
RUSSELL L. BRENNER, CLERK
Num 2582
NOV 14 1988
U.S. COURT OF BANKRUPTCY
By L. Coates Deputy

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:	)	
	)	
Birdview Satellite Communications, Inc.	)	Case No. 86-41150
	)	Chapter 11
Debtor.	)	

ORDER CONFIRMING PLAN OF LIQUIDATION

NOW on this 21st day of October, 1988, comes on for hearing the issue of the confirmation of the Debtor's Second Amended Plan of Reorganization. F. Stannard Lentz appears as Trustee/Attorney for Trustee. Mark Stingley appears as attorney for the Debtor. Robert Baer appears as attorney for Security Pacific Business Credit. There are no other appearances. The Court, having reviewed the file, hearing statements of counsel and testimony by the Trustee, finds and orders as follows:

1. That on February 24, 1988, the Debtor filed its Second Amended Plan of Reorganization with the Clerk of the United States Bankruptcy Court. Copies of the Plan and ballots were mailed to parties in interest as evidenced by the Certificate of Mailing filed September 26, 1988.

2. That on October 21, 1988, the Trustee/Attorney for Trustee filed a tabulation of ballots, certifying that the Plan had been accepted in writing by creditors holding at least two-thirds in amount and constituting ~~at least~~ more than one-half in number of the allowed claims of creditors that are affected by the Plan that have accepted or rejected the Plan. The Plan provides that there are no unimpaired classes. A total of 70 unsecured creditors in Class H voted with respect to either acceptance or rejection of the Plan; the claims totalled $3,824,743.77. Acceptances were filed by 61 creditors. The dollar amount of creditors accepting the Plan totalled $3,585,059.91. The dollar amount of the creditors rejecting the plan total $239,683.86. Thus Class H creditors, an impaired class, have accepted the Plan as required by 11 U.S.C. §1129(a)(7).

3. That the following responses were received by the remaining classes:

Class A - no response
Class B - Missouri Division of Employment Security - acceptance
Class C - no response
Class D - no response
Class E - no response
Class F - Security Pacific Business Credit - acceptance
Class G - no response
Class I - Two acceptances, no rejections

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FEDERAL ELECTION COMMISSION
88 NOV 21 PM 12:47

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4. That Bank IV Olathe, N.A., as Trustee under an Indenture of Trust dated April 1, 1985, objected to the Plan for the reason that the Plan reserves the right to raise the issue of whether Debtor has any interest in property located at 315 North Lindenwood, Olathe, Kansas, which issue was determined by the Memorandum of Release of Lease and Quit Claim Deed dated August 18, 1987 and recorded September 15, 1987 with the Register of Deeds of Johnson County, Kansas, under which Memorandum Debtor released any interest or claim in such property. Neither the Trustee nor the Debtor has any right, claim or interest in any portion of the property, and the provision of the Plan setting forth the reservation of right to claim an interest in such property is stricken by interlineation and shall be deemed null an void.

5. That the Court finds that the Plan meets the requirements of 11 U.S.C. §1129. Specifically, the Court finds the Plan complies with the applicable provisions of Title 11, has been proposed in good faith, and is not by any means forbidden by law.

6. That the Court finds that the Plan of Liquidation proposed by the Debtor should be and the same is hereby confirmed, subject to paragraph 4 above.

7. That the Court further Orders that the Bankruptcy Clerk, pursuant to Bankruptcy Rule 3020(c) shall mail copies of this Order to all creditors and equity security holders and others who have requested such notice.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the above findings be reduced to Orders of this Court as fully set forth herein.

Dated this 14 day of November 1988.

Honorable James A. Pusateri
Bankruptcy Judge

Submitted by:

F. Stannard Lentz 06596
Lentz & Clark
9260 Glenwood
P.O. Box 12167
Overland Park, KS 66212
(913) 648-0600
Trustee/Attorney for Trustee

DB2-Bird Plan Ord

Copy to F.S. Lentz to mail out 11-14-88

9504368197

Clerk of the Bankruptcy Court
250 Federal Building
444 S.E. Quincy
Topeka, KS 66683

Office of General Counsel
Federal Election Commission
999 E. Street, N.W.
Washington, D.C. 20463
Attn. Daniel Blessington

95043681998

FEDERAL RECEIVED COMMISSION

Chapter 11

FILED
RUSSELL L. BRENNER, CLERK
NOV 22 1988
U.S. COURT OF BANKRUPTCY
By ..... Deputy

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:	)	
	)	
Birdview Satellite Communications, Inc.	)	Case No. 86-41150
	)	Chapter 11
Debtor.	)	

NOTICE OF INTENDED ABANDONMENT

COMES NOW the Trustee/Attorney for Trustee, F. Stannard Lentz of Lentz & Clark, and gives notice of his intended abandonment. In support of this Notice, F. Stannard Lentz states and alleges as follows:

1. That he is the duly appointed and acting Trustee/Attorney for Trustee in the above-referenced matter.

2. That he has been advised by Woodsmall Benefit Services of Kansas City, Missouri, that they are holding approximately 14 boxes of paid medical claims. Said claims were processed and paid for the Debtor corporation for the years of 1984 and 1985.

3. That the Trustee has also been advised that the information contained in these boxes of stored claims is also stored in Woodsmall Benefit Services computers and could be retrieved, if necessary, in the future.

4. That it is in the best interest of the Debtor's estate that these boxes of claims be abandoned and/or destroyed.

5. That notice of the Trustee's intended abandonment is given in order for parties in interest to file an objection to the Trustee's Notice. Objections to the Trustee's Notice should be filed with the Clerk of the United States Bankruptcy Court, 444 S.E. Quincy, Topeka, Kansas 66683 on or before 5:00 o'clock p.m. on the 22nd day of Dec., 1988. If objections are timely filed, the Trustee's Notice and the objections thereto will come on for hearing on the 6th day of Jan., 1989 at 9:00 o'clock a.m. in the United States Bankruptcy Court, 444 S.E. Quincy, Topeka, Kansas.

Dated this 25th day of Nov., 1988.

F. Stannard Lentz 06596
Lentz & Clark
9260 Glenwood
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600
Trustee/Attorney for Trustee

DB2-Birdview Abandon

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NOV 29 1988

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FILED
RUSSELL L. BRENNER, CLERK

NOV 25 1983

U.S. COURT OF BANKRUPTCY
By L. Carter Deputy

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:	)	
	)	
Birdview Satellite Communications, Inc.	)	Case No. 86-41150
	)	Chapter 11
Debtor.	)	

ORDER RESTRICTING NOTICE ON TRUSTEE'S NOTICE OF INTENDED ABANDONMENT

This cause comes on for consideration upon the Application for Order Restricting Notice on Notice of Intended Abandonment. For cause shown, it is

HEREBY ORDERED that Notice of the Trustee's Notice of Intended Abandonment be restricted to all attorneys of record, the U.S. Trustee, the U.S. Attorney's office, the Internal Revenue Service, the Debtors, and to creditors and parties in interest who have filed with the Court a request that all notices be mailed to them.

IT IS SO ORDERED this 23 day of November, 1988.

Honorable James A. Pusateri
Bankruptcy Judge

Submitted by:

F. Stannard Lentz 06596
Lentz & Clark
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600
Trustee/Attorney for Trustee

DB2-Birdview 2

Copy mailed 11-25-88
to debtor(s), attorney of
record and U.S. Trustee - Trustee

R. Carter
Deputy Clerk

RECEIVED
NOV 30 1988

575

9504368200

FILED
RUSSELL L. BRENNER, CLERK

NOV 25 1983

U.S. COURT OF BANKRUPTCY
By R. Carter Deputy

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:	)	
	)	
Birdview Satellite Communications, Inc.	)	Case No. 86-41150
	)	Chapter 11
Debtor.	)	

ORDER RESTRICTING NOTICE ON TRUSTEE'S NOTICE OF INTENDED ABANDONMENT

This cause comes on for consideration upon the Application for Order Restricting Notice on Notice of Intended Abandonment. For cause shown, it is

HEREBY ORDERED that Notice of the Trustee's Notice of Intended Abandonment be restricted to all attorneys of record, the U.S. Trustee, the U.S. Attorney's office, the Internal Revenue Service, the Debtors, and to creditors and parties in interest who have filed with the Court a request that all notices be mailed to them.

IT IS SO ORDERED this 23 day of November, 1988.

Honorable James A. Pusateri
Bankruptcy Judge

Submitted by:

F. Stannard Lentz 06596
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Overland Park, KS 66212-0167
(913) 648-0600
Trustee/Attorney for Trustee

DB2-Birdview 2

Copy mailed 11-25-88
to debtor(s), attorney of
record and U.S. Trustee - Trustee

R. Carter
Deputy Clerk

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FEDERAL ELECTION COMMISSION
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BEFORE THE FEDERAL ELECTION COMMISSION

SENSITIVE

In the Matter of	)	
	)	
Birdview Satellite Communications Inc., et. al.	)	MUR 2582
	)	

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On February 25, 1988, the Commission found reason to believe that Birdview Satellite Communications, Inc. ("Birdview") and Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441f. The Commission also found reason to believe that five other individuals violated 2 U.S.C. §§ 441b and 441f, and that 12 individuals violated 2 U.S.C. § 441f. All of these violations appeared to be the result of a plan to reimburse Birdview employees and their spouses for political contributions made to the Dole for Senate Committee. The Commission authorized document requests and depositions of the respondents, as well as two non-respondent witnesses, David C. Owen and Bobby W. Summerville.

Representatives of this Office have conducted depositions and reviewed documents obtained by Commission subpoena. As a result, the Office of General Counsel recommends that the Commission make additional reason to believe findings.

II. FACTUAL AND LEGAL ANALYSIS

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act"), "[n]o person shall make a contribution in the name of another or knowingly permit his name to be used to effect such a contribution, and no person

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shall knowingly accept a contribution made by one person in the name of another person." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided to the contributor by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

In Advisory Opinion 1986-41, the Commission noted that the prohibitions of Section 441f apply to any person. This includes "an incorporated or unincorporated entity who gives money to another to effect a contribution in the second person's name." The Commission has also found that the prohibitions of Section 441f apply to individuals who actively assist in the making of contributions in the name of another. See MUR 1611.

Pursuant to 2 U.S.C. § 441b, a corporation may not make a contribution in connection with the election of a candidate for federal office, and an officer or director of a corporation is prohibited from consenting to the making of a corporate contribution in connection with the election of a federal candidate. Also, a candidate, political committee, or other person is prohibited from knowingly accepting or receiving any contribution prohibited by this section.

The Act also provides for violations of law that are knowing and willful, see 2 U.S.C. § 437g(a)(5)(C) and (D), a concept addressed in the legislative history of the 1976 Amendments. Knowing and willful violations are "violations as to which the

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Commission has clear and convincing proof that the acts were committed with a knowledge of all the relevant facts and a recognition that the action is prohibited by law." H.R. Rep. No. 94-917, 94th Cong. 2d Sess. 3-4 (1976). During the House debates on the Conference Report, Congressman Hays stated that the phrase "knowing and willful" referred "to actions taken with full knowledge of all of the facts and a recognition that the action is prohibited by law." 122 Cong. Rec. H3778 (daily ed. May 3, 1976)(remarks of Congressman Hays). The knowing and willful standard has also been addressed by the courts. In Federal Election Commission v. John A. Dramesi for Congress Committee, 640 F. Supp. 985 (D.N.J. 1986), the court noted that the knowing and willful standard requires knowledge that one is violating the law.

A. David C. Owen[1]

David C. Owen became a Birdview consultant in 1983. It appears that he was primarily involved in the Spring Hill Industrial Park Project, which was an industrial complex Birdview was considering developing. Mr. Owen also has had a long association with Senator Dole. According to reports filed by the Dole for Senate Committee with the State of Kansas, Mr. Owen was the Committee's President from 1980 through 1983. Attachment 1 at 1-8. Mr. Owen has also been identified as Senator Dole's

1. As was noted above, the Commission previously authorized the deposition of Mr. Owen as a non-respondent witness. Although this Office scheduled a deposition, it was subsequently postponed. Now that we are recommending a reason to believe finding against Mr. Owen, a revised subpoena will be necessary.

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"chief fund-raiser" in newspaper articles. Attachment 1 at 9-10.

Based on documents obtained from the trustee in bankruptcy of Birdview and the Securities Exchange Commission, it appears that David C. Owen received $10,000 from Birdview in September, 1984, that was intended to be a contribution to the Republican Senatorial Trust; this amount was used by the National Republican Senatorial Committee ("NRSC") to provide earmarked contributions to Republican senatorial candidates. There are several documents that shed light on these contributions. Attachment 1 at 11-18. On September 12, 1984, Birdview wrote check number 15320, which was for $10,000; the payees were the Senatorial Trust and David Owen. The check was signed by Doris Dettweiler, who has been identified in deposition testimony as the controller of Birdview. A letter from Mr. Owen dated September 13, 1984, to Gracia Barker-Cross of the Republican Senatorial Trust states: "Thanks for your help! I am enclosing checks totaling $10,000.00 for my trust membership. Please fill in the name of the winner in the Massachusetts primary on the blank check." Along with the letter were the following checks drawn on the "David C. Owen Special Account," dated September 13, 1984:

Payee	Number		Amount
Pressler for Senate	6916		$2,000
Percy for Senate	6917		$1,000
Jepsen for Senate	6918		$1,000
Gramm for Senate	6919		$1,000
Raese for Senate	6920		$1,000
Simpson for Senate	6921		$1,000
Helms for Senate	6922		$1,000
Cochran for Senate	6923		$1,000
Blank Check	6924		$1,000
		TOTAL	$10,000

Moreover, two related documents evince an intent to obtain

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corporate funds to contribute to Republican senatorial candidates through the NRSC. First, a letter from David C. Owen to Charles Ross, dated October 31, 1983, which was acknowledged by Charles Ross on November 18, 1983, reads in part:

> Thank you for the opportunity to work with you and Birdview as you plan for the future.
> In our meeting this morning, we covered the following items: (1) Dave will join the Republican Senatorial Trust, if possible, with Birdview paying the membership fee of $10,000 annually and any expenses incurred by Dave in attending the meetings....

Second, a letter from David C. Owen to Charles A. Ross, President and Chairman of the Board of Birdview, dated November 15, 1983, reads in part:

> I just received notification from the Republican Senatorial Trust that I can renew my membership....Please forward a check in the amount of $10,000 payable to David C. Owen, and I will send my personal check to the Trust.

The NRSC reported receiving $10,000 from David Owen that was earmarked for the specific candidates indicated above. All of these contributions were for $1,000, with the exception of $2,000 for Larry Pressler for U.S. Senate. They were reported as received on September 25, 1984, and as sent to the intended committees on September 27, 1984.

Nine candidate committees reported receiving contributions from David Owen during the 1983-84 election cycle. Each committee reported receiving $1,000 as follows:

Committee	Date
Citizens for Cochran for Senate	9/28/84
Citizens for Percy	9/28/84
Friends of Phil Gramm	10/1/84
Helms for Senate	10/2/84
Jepsen '84 Committee	9/27/84
Raese for Senate Committee	9/28/84

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Ray Shamie for U.S. Senate[2]	10/1/84
The Simpson Senate Committee	10/3/84
Larry Pressler for U.S. Senate	10/2/84

Larry Pressler for U.S. Senate also reported receiving a $1,000 contribution from Beverly Owen, David Owen's wife, on October 2, 1984.

In addition to the prohibited contributions involving the NRSC, it appears that Mr. Owen may also have played a role in Birdview's scheme to channel corporate funds to the Dole for Senate Committee. Mr. Owen's possible involvement was addressed by several of the Respondents during depositions conducted by this Office. Steven Small testified that Dale Galemore, a Birdview employee, had told him that David Owen was present when Mr. Galemore gave his and his wife's checks for the Dole for Senate Committee to Roger Mason, a Birdview Vice President who supervised Mr. Galemore.[3] Mr. Galemore, who has been equivocal as to Mr. Owen's presence when he hand-delivered the contribution checks to Mr. Mason, was reimbursed by a bonus for the contributions to the Dole for Senate Committee that he and his wife made in June of 1984. David Hamilton, another Birdview Vice President who admitted that he and his wife were reimbursed by Birdview for contributions they made to the Dole for Senate Committee, also testified that he may have been instructed to

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2. Mr. Shamie was the Republican candidate for the Senate in the 1984 general election in Massachusetts.
3. Steven Small was Vice President of Manufacturing for Birdview. Mr. Small and his wife, Joy Small, admitted that they had made corporate contributions in their names to the Dole for Senate Committee for which they were reimbursed by Birdview. Their admissions are included in signed conciliation agreements approved by the Commission. The file was closed with respect to Mr. and Mrs. Small on October 17, 1988.

mail his and his wife's contributions to David Owen. Thus, the testimony suggests that Mr. Owen, an associate of Senator Dole's and former campaign official, may also have participated in Birdview's contribution and reimbursement scheme involving the Dole for Senate Committee.

The evidence is inconclusive regarding David Owen's involvement in the overall Birdview scheme to reimburse employees for contributions made to the Dole campaign. However, there is convincing evidence that David Owen solicited and received corporate funds for the contributions he made in his name to the NRSC in violation of 2 U.S.C. § 441f. This violation appears to be knowing and willful, since Mr. Owen is reputed to be an experienced campaign fundraiser, was an official of the Dole for Senate Committee, and should have known that corporate contributions in the name of another violate the Act. Accordingly, this Office recommends that the Commission find reason to believe that David Owen knowingly and willfully violated 2 U.S.C. § 441f. Moreover, inasmuch as we are recommending that Mr. Owen be made a Respondent, we also recommend that the Commission authorize a revised subpoena to include a request for document production.

B. Doris Dettweiler

As was mentioned above, Doris Dettweiler was the controller of Birdview. She also is the individual who signed the $10,000 check from Birdview that was made payable to David Owen and the Senatorial Trust. Ms. Dettweiler's name, signature or initials appear on many of the internal Birdview documents that resulted

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in reimbursement checks being prepared for Birdview employees. She also signed a $2,000 check to Stan Ross, the son of Charles Ross and a Birdview employee, that appears to be a reimbursement check for contributions made by him and fiancee. Attachment 1 at 19-23.

Based on these documents it appears that Ms. Dettweiler may have had an active roll in the scheme to reimburse Birdview employees for contributions to political committees. Thus, it appears that Ms. Dettweiler, an officer of Birdview, actively assisted in the making of contributions in the name of another. Accordingly, this Office recommends that the Commission find reason to believe that Doris Dettweiler violated 2 U.S.C. §§ 441b and 441f. This Office also recommends that the Commission approve the attached subpoena for Doris Dettweiler's deposition.

C. Ronda Ross Dumovich

The First General Counsel's Report in this matter noted that Ronda Ross made a $1,000 contribution on the same date that three Birdview employees and their spouses each made $1,000 contributions. This Office has since learned that Ronda Ross Dumovich is the daughter of Charles A. Ross, the President of Birdview.[4] Two of the three Birdview employees who made contributions on the same day as Ronda Ross have testified that they were reimbursed by Birdview. One of the employees, Steven Small, testified that Charles A. Ross solicited the contribution from him and his wife. This Office has also obtained payroll

4. Subsequent to the reported contribution, Ms. Ross was married to a Mr. Dumovich.

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records which indicate that all three Birdview employees and their spouses were reimbursed through bonuses. Since Ronda Ross Dumovich, Charles A. Ross' daughter, made a contribution to the Dole for Senate Committee on the same day that Birdview employees who were reimbursed made contributions, it appears that Ronda Ross Dumovich may have also been reimbursed for her contribution. Accordingly, this Office recommends that the Commission find reason to believe that Ronda Ross Dumovich violated 2 U.S.C. § 441f. This Office is also recommending that the Commission approve the attached subpoena for Ronda Ross Dumovich's deposition.

D. Edward Lane Gibson

Edward Lane Gibson was Vice President and General Manager of Birdview's Marketing Division. He testified at a Securities and Exchange Commission deposition that he had attended a fundraiser for Senator Albert Gore at which he delivered a contribution from Charles Ross. He also testified that he had attended other fundraisers, one of which was for a candidate from Colorado. According to reports filed with the Commission by the Satellite Television Industry Association Political Action Committee ("Satellite Committee") and the Committee for Tim Wirth, Inc. ("Wirth Committee"), Mr. Gibson made a $1,500 contribution to the Satellite Committee that was earmarked for the Wirth Committee, the principal campaign committee of Senator Tim Wirth of Colorado. The contribution was dated October 29, 1985, the same date that Charles Ross made a $1,500 contribution to the

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Satellite Committee that was earmarked for the Wirth Committee.[5]

This Office recommends that the Commission find reason to believe that Mr. Gibson violated 2 U.S.C. § 441f. This recommendation is based on the following facts. First, Mr. Gibson was an officer of Birdview, a corporation with a history of reimbursing its employees for political contributions. Other officers of Birdview have testified that Birdview channeled corporate funds to political candidates by reimbursing employees for political contributions made in their names. Second, Mr. Gibson's contribution was made on the same date, in the same amount and to the same recipient as one made by Charles Ross, Birdview's President. This fits the pattern of other contributions made by Birdview employees which tended to occur on the same date, in the same amount and to the same candidate. For example, the Dole for Senate Committee reported receiving seven $1,000 contributions from persons associated with Birdview on July 23, 1984, and nine $1,000 contributions on December 16, 1983. Third, Mr. Gibson testified under oath that he delivered a check to a federal candidate's fundraiser on behalf of Birdview's President. Having undertaken this political task, it would appear that he may have performed others as well. Fourth, Mr. Gibson testified under oath that he had attended a political fundraiser for someone from Colorado, and the public record indicates that he made an earmarked contribution to the principal

5. At the deposition before Securities and Exchange Commission investigators, Mr. Gibson testified that he had never made a political contribution. He was not asked to explain the contradiction with the public record.

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campaign committee of Senator Tim Wirth of Colorado. Based on the foregoing, this Office believes that this contribution should be investigated. This Office recommends that the Commission authorize the deposition of Mr. Gibson.

E. Additional Discovery

On February 25, 1988, the Commission found reason to believe that Sharon Phillips violated 2 U.S.C. § 441f. Mrs. Phillips is the wife of Steven Phillips, Birdview's Vice President of Engineering. The Dole for Senate Committee reported on its 1983 Year End Report that Mrs. Phillips contributed $1,000 on December 16, 1983. At her deposition, Mrs. Phillips testified that she did not recall making a contribution to the Dole for Senate Committee. She testified that she met Senator Dole at a dinner for him at the home of Charles Ross, but that she did not make a contribution.

After the deposition, Mrs. Phillips sent in a copy of her bank records but was unable to obtain copies of her canceled checks. Attachment 1 at 24-26. The records show that no check was cashed on her personal account for $1,000, and that only one check was cashed for that amount on the joint account she had with her husband. That check appears to be her husband's contribution to the Dole for Senate Committee. Mrs. Phillips stated in a conversation with a representative of this Office that she only had these two checking accounts at the time of the alleged contribution and that she did not purchase a cashier's check or a money order to make the contribution at issue. However, $1,000 deposits were made both to her checking account

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and to the joint checking account she had with her husband on December 21, 1983. Also, on December 21, 1983, there was a returned check charge of $7.50 on Mrs. Phillips' checking account. It is possible that this check reflects an attempt to cash a check that was made payable to the Dole for Senate Committee.

There are also several other Respondents who were unable to locate copies of the checks they had written to the Dole for Senate Committee. Also, at this time, the Commission does not have information on the full extent of David Owen's involvement with the Dole Committee, and whether all or some of the contributions from Birdview employees were accepted by him on behalf of the Dole Committee. Accordingly, this Office recommends that the Commission approve the attached subpoena to produce documents, and order to produce written answers to the Dole for Senate Committee as a non-respondent witness.[6]

In his deposition, Mr. Phillips admitted that he had been reimbursed for the $1,000 contribution made in his name to the Dole for Senate Committee. Mr. Phillips requested pre-probable cause conciliation, and the Commission agreed to enter into conciliation on August 9, 1988.

However, because it now appears that he may have been involved in the writing of the check that the Dole for Senate Committee

6. In response to a request from this Office, the Dole for Senate Committee Treasurer confirmed that the Committee maintained copies of its contributor checks. Committee officals readily agreed to provide a copy of Mrs. Phillips' check, but never produced a copy.

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attributed to his wife, this Office recommends that the Commission suspend further pre-probable cause conciliation pending receipt of the check from the Dole for Senate Committee. Accordingly, we recommend that the Commission approve the attached letter.

In addition, this Office recommends that the Commission approve the attached order and letter regarding the acquisition of David Owen's bank records from the Bank of Stanley. This Office believes that Mr. Owen will not cooperate with the Commission's investigation; therefore, an alternative source for some of the documents being sought from Mr. Owen is proposed.[7] This Office also recommends that the Commission approve the attached letter, order and subpoena to the NRSC as a non-respondent witness. The NRSC is an alternative source for the documents related to Mr. Owen's contributions to that organization.

Finally, this Office also recommends that three former Birdview employees be deposed as non-respondent witnesses. First, Esther Oliver also worked in the accounting department at the time in question, and she signed several of the checks that were used to reimburse Birdview employees and their spouses. Second,James Robert Speelman was corporate controller of Birdview starting in November of 1984. In a deposition conducted by the Securities & Exchange Commission, Mr. Speelman gave testimony concerning David Owen's relationship with Birdview. He also

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7. In conversations with attorneys of this Office, Mr. Owen's counsel indicated that his client planned on taking the fifth amendment in the event of a deposition.

testified that David Hamilton had discussed Birdview's contributions to Senator Dole, and that Mr. Hamilton had noted his own role in the scheme as well as the involvement of other Birdview employees. Third, Larry Joe Welsh was controller of the microwave and electronics divisions of Birdview; in December of 1985, he became corporate controller. He also gave testimony to the Securities and Exchange Commission. In his deposition, he testified that in late 1984 he was told by Dale Galemore to prepare a $3,000 check to reimburse Mr. Galemore for a political contribution, and that the check was prepared and given to Mr. Galemore. It appears that each of these individuals has information about political contributions made by Birdview. Accordingly, this Office recommends that these three former Birdview employees be deposed.

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III. RECOMMENDATIONS

1. Find reason to believe that David C. Owen knowingly and willfully violated 2 U.S.C. § 441f.

2. Find reason to believe that Doris Dettweiler violated 2 U.S.C. §§ 441b and 441f.

3. Find reason to believe that Ronda Ross Dumovich violated 2 U.S.C. § 441f.

4. Find reason to believe that Edward Lane Gibson violated 2 U.S.C. § 441f.

5. Approve the attached letters and subpoenas for the depositions of Esther Oliver, James Robert Speelman and Larry Joe Welsh as non-respondent witnesses.

6. Approve the attached letter, subpoena and order to the Dole for Senate Committee as a non-respondent witness.

7. Approve the attached letter, order, and certification of compliance with the Right to Financial Privacy Act.

8. Approve the attached letter, subpoena and order to the

National Republican Senatorial Committee as a non-respondent witness.

9. Approve the attached Factual and Legal Analyses (4), Letters (4), and Subpoenas (4).

10. Approve the attached letter to Steven Phillips suspending pre-probable cause conciliation until the investigation with respect to his involvement is completed.

12/12/98
Date

Lawrence M. Noble
General Counsel

Attachments
1. Relevant Records obtained from Birdview and the S.E.C.
2. Letters (11), Factual and Legal Analyses (4), Subpoenas for Depositions (7), Subpoena and Order (2), Order and Certification of Compliance (1)

Staff Persons: Daniel Blessington
Susan Beard

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
	)	
Birdview Satellite Communications Inc., et. al.	)	MUR 2582
	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on December 16, 1988, the Commission decided by a vote of 5-0 to take the following actions in MUR 2582:

1. Find reason to believe that David C. Owen knowingly and willfully violated 2 U.S.C. § 441f.

2. Find reason to believe that Doris Dettweiler violated 2 U.S.C. §§ 441b and 441f.

3. Find reason to believe that Ronda Ross Dumovich violated 2 U.S.C. § 441f.

4. Find reason to believe that Edward Lane Gibson violated 2 U.S.C. § 441f.

5. Approve the letters and subpoenas for the depositions of Esther Oliver, James Robert Speelman and Larry Joe Welsh as non-respondent witnesses, as recommended in the General Counsel's report signed December 12, 1988.

6. Approve the letter, subpoena and order to the Dole for Senate Committee as a non-respondent witness, as recommended in the General Counsel's report signed December 12, 1988.

(Continued)

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7. Approve the letter, order, and certification of compliance with the Right to Financial Privacy Act, as recommended in the General Counsel's report signed December 12, 1988.

8. Approve the letter, subpoena and order to the National Republican Senatorial Committee as a non-respondent witness, as recommended in the General Counsel's report signed December 12, 1988.

9. Approve the Factual and Legal Analyses (4), Letters (4), and Subpoenas (4), as recommended in the General Counsel's report signed December 12, 1988.

10. Approve the letter to Steven Phillips suspending pre-probable cause conciliation until the investigation with respect to his involvement is completed, as recommended in the General Counsel's report signed December 12, 1988.

Commissioners Aikens, Elliott, Josefiak, McGarry, and Thomas voted affirmatively for decision;

Commissioner McDonald did not cast a vote.

Attest:

December 19, 1988
Date

Hilda Arnold
for Marjorie W. Emmons
Secretary of the Commission

Received in the Office of Commission Secretary: Mon., 12-12-88, 4:08
Circulated on 48 hour tally basis: Tues., 12-13-88, 11:00
Deadline for vote: Thurs., 12-15-88, 11:00
Deadline extended: Fri., 12-16-88, 4:00

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 27, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Esther Oliver
715 W. 7th St.
Chanute, KS 66720

RE: MUR 2582

Dear Ms. Oliver:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena which requires you to appear and give sworn testimony on January 25, 1989, at 2:00 p.m. in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00, plus mileage at the rate of 22.5 cents per mile. You will be given a check for your witness fee and mileage at the time of the deposition.

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Within two days of your receipt of this notification, please confirm your scheduled appearance with Susan Beard, the attorney assigned to this matter, at (800) 424-9530.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Subpoena

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
)

SUBPOENA

TO: Esther Oliver
715 W. 7th St.
Chanute, KS 66720

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to Birdview Satellite Communications, Inc. Notice is hereby given that the deposition is to be taken on January 25, 1989, in Room 401 at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 2:00 p.m. and continuing each day thereafter as necessary.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 22 day of December, 1988.

Thomas J. Josefiak
Chairman
Federal Election Commission

ATTEST:

Hilda Arnold
for Marjorie W. Emmons
Secretary to the Commission

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 27, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Wanda Bowman
Route 2 - Box 7
Blue Springs, MO 64015

RE: MUR 2582
Wanda Bowman

Dear Ms. Bowman:

On June 6, 1988, the Federal Election Commission notified you that it had found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). At that time you received a subpoena to produce documents and to appear and give sworn testimony. On June 16, 1988, the Office of General Counsel agreed to delay your scheduled deposition because you were unavailable due to medical reasons. In that letter this Office indicated that the deposition may be rescheduled.

This Office has rescheduled the deposition, and the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 22.5 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

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Within two days of your receipt of this notification, please confirm your scheduled appearance with Susan Beard, the attorney assigned to this matter, at (800) 424-9530.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Subpoena

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
)

SUBPOENA

TO: Wanda Bowman
Route 2 - Box 7
Blue Springs, MO 54015

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on January 26, 1989, in Room 401 at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 10:00 a.m. and continuing each day thereafter as necessary.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 22 day of December, 1988.

Thomas J. Josefiak
Chairman
Federal Election Commission

ATTEST:

for Marjorie W. Emmons
Secretary to the Commission

9504368204

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 27, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

James Robert Speelman
1129 Sleepy Hollow
Olathe, KS 66062

RE: MUR 2582

Dear Mr. Speelman:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena which requires you to appear and give sworn testimony on February 6, 1989, at 10:00 a.m. in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00, plus mileage at the rate of 22.5 cents per mile. You will be given a check for your witness fee and mileage at the time of the deposition.

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Within two days of your receipt of this notification, please confirm your scheduled appearance with Susan Beard, the attorney assigned to this matter, at (800) 424-9530.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Subpoena

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

TO: James Robert Speelman
1129 Sleepy Hollow
Olathe, KS 66062

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to Birdview Satellite Communications, Inc. Notice is hereby given that the deposition is to be taken on February 6, 1989, in Room 401 at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 10:00 a.m. and continuing each day thereafter as necessary.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 22 day of December, 1988.

Thomas J. Josefiak
Chairman
Federal Election Commission

ATTEST:

for Marjorie W. Emmons
Secretary to the Commission

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 27, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Larry Joe Welsh
c/o The New Birdview
13700 E. 42nd Ter.
Independence, MO 64055

RE: MUR 2582

Dear Mr. Welsh:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena which requires you to appear and give sworn testimony on February 6, 1989, at 2:00 p.m. in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00, plus mileage at the rate of 22.5 cents per mile. You will be given a check for your witness fee and mileage at the time of the deposition.

9504368208

Within two days of your receipt of this notification, please confirm your scheduled appearance with Susan Beard, the attorney assigned to this matter, at (800) 424-9530.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Subpoena

9504368220229

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582)

SUBPOENA

TO: Larry Joe Welsh
c/o The New Birdview
13700 E. 42nd Ter.
Independence, MO 64055

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to Birdview Satellite Communication, Inc. Notice is hereby given that the deposition is to be taken on February 6, 1989, in Room 401 at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 2:00 p.m. and continuing each day thereafter as necessary.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 22 day of December, 1988.

Thomas J. Josefiak
Chairman
Federal Election Commission

ATTEST:

for Hilda Arnold
Marjorie W. Emmons
Secretary to the Commission

9504308207 0

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 27, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Joe Jackson, President
Stanley Bank
P. O. Box 23008
Stanley, KS 66223

RE: MUR 2582

Dear Mr. Jackson:

Enclosed are a set of written questions, an order of the Federal Election Commission, and a Certificate of Compliance with the Right to Financial Privacy Act of 1978, all directed to Stanley Bank. It is my understanding that you are the president of the bank and these materials have, therefore, been mailed to you for answers on its behalf.

Please be advised that 2 U.S.C. § 437g(a)(12) prohibits making public any Commission investigation without the written consent of the person with respect to whom such investigation is made. You are advised that no such consent has been given in this case.

If you have any questions, please contact Susan Beard or Daniel J. Blessington, the attorneys assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosures
Certification of Compliance with the Right to Financial Privacy Act
Order and Attachment

9504368203 1

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 2582

SUBPOENA TO PRODUCE DOCUMENTS
ORDER TO SUBMIT WRITTEN ANSWERS

TO: Stanley Bank
P.O. Box 23008
Stanley, KS 66223

Pursuant to 2 U.S.C. § 437d(a)(1) and (3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order and subpoenas you to produce the documents requested on the attachment to this Subpoena. Legible copies which, where applicable, show both sides of the documents may be substituted for originals.

Such answers must be submitted under oath and must be forwarded to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, along with the requested documents within 15 days of receipt of this Order and Subpoena.

9504368203 2

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C. on this 22, day of December, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

for Marjorie W. Emmons
Secretary to the Commission

Attachment
Document Request and Questions (1 page)

9504368203 3

CERTIFICATION OF COMPLIANCE WITH THE RIGHT TO FINANCIAL PRIVACY ACT

TO: Stanley Bank
P.O. Box 23008
Stanley, KS 66223

FROM: Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

RE: MUR 2582

I hereby certify, pursuant to Section 1103(b) of the Right to Financial Privacy Act of 1978, 12 U.S.C. § 3403(b), that the provisions of the Act have been complied with as to the enclosed Subpoena to Produce Documents and Order to Submit Written Answers, responses to which are being ordered pursuant to 12 U.S.C. § 3413(a) and (g). I further certify that good faith reliance upon this certificate relieves your institution and its employees and agents of any possible liability to the customer in connection with the disclosure of this information.

Date

Lawrence M. Noble
General Counsel

Attachment

95043682034

INSTRUCTIONS

In answering these interrogatories and requests for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories and requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1983, to the present.

The following interrogatories and requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

9504368205

DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named non-respondent witness in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

9504368203 6

INTERROGATORIES AND PRODUCTION OF DOCUMENTS

1. For each account maintained at Stanley Bank by or in behalf of David C. Owen, including but not limited to "David C. Owen Special Account" and any joint accounts with Beverly Owen and all personal and business accounts, supply the account number, the date the account was opened, and the date the account was closed.

2. Produce the signature cards and any other documents that describe the purpose of each account listed in your response to Interrogatory 1.

3. Produce the bank statements, checks, deposit slips, and any other documents that reflect the activity on the "David C. Owen Special Account," account number 23 016 2, for August, September and October of 1984.

4. Produce the bank statements for all of the accounts listed in your response to Interrogatory 1, from the account's inception to the present.

5. Produce all documents that relate, refer or pertain to any accounts maintained at any financial institution other than Stanley Bank by or in behalf of David C. Owen from the account's inception to the present.

9504308207

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

December 27, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Frederick W. Bassinger, Treasurer
National Republican Senatorial Committee
440 First St., N.W.
Washington, D.C. 20001

RE: MUR 2582

Dear Mr. Bassinger:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached order and subpoena which requires you to provide certain information in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

You may consult with an attorney and have an attorney assist you in the preparation of your responses to this subpoena and order. However, you are required to submit the information with 15 days of your receipt of this subpoena and order. All answers to questions must be submitted under oath.

9504368208

If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (800) 424-9530.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Subpoena and Order

9504368203 9

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 2582

SUBPOENA TO PRODUCE DOCUMENTS
ORDER TO SUBMIT WRITTEN ANSWERS

TO: Frederick W. Bassinger, Treasurer
National Republican Senatorial Committee
440 First St., N.W.
Washington, D.C. 20001

Pursuant to 2 U.S.C. § 437d(a)(1) and (3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order and subpoenas you to produce the documents requested on the attachment to this Subpoena. Legible copies which, where applicable, show both sides of the documents may be substituted for originals.

Such answers must be submitted under oath and must be forwarded to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, along with the requested documents within 15 days of receipt of this Order and Subpoena.

95043682040

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C. on this 22, day of December, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

for Marjorie W. Emmons
Secretary to the Commission

Attachment
Document Request and Questions (1 page)

9504368204 1

INSTRUCTIONS

In answering this interrogatory and request for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to the interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatory in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatory and request for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1982, to the present.

The following interrogatory and request for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

9504368201 2

DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named non-respondent witness in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

9504368204 3

INTERROGATORIES AND PRODUCTION OF DOCUMENTS

1. Produce all documents, including but not limited to financial instruments, internal memoranda and correspondence, that relate, refer or pertain to David C. Owen, a resident of Kansas, who made contributions to the National Republican Senatorial Committee in 1984, and may have made contributions at other times as well.

2. Describe, in detail, the role between the National Republican Senatorial Committee and the Republican Senatorial Trust.

95043682044

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 27, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Charles L. Clinkenbeard, Treasurer
Dole for Senate Committee
606 Merchants National Bank
Topeka, KS 66611

RE: MUR 2582

Dear Mr. Clinkenbeard:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached order and subpoena which requires you to provide certain information in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

You may consult with an attorney and have an attorney assist you in the preparation of your responses to this subpoena and order. However, you are required to submit the information with 15 days of your receipt of this subpoena and order. All answers to questions must be submitted under oath.

95043682045

If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (800) 424-9530.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Subpoena and Order

cc: Senator Robert Dole

95043082046

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 2582

SUBPOENA TO PRODUCE DOCUMENTS
ORDER TO SUBMIT WRITTEN ANSWERS

TO: Charles L. Clinkenbeard, Treasurer
Dole For Senate Committee
606 Merchants National Bank
Topeka, KS 66611

Pursuant to 2 U.S.C. § 437d(a)(1) and (3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order and subpoenas you to produce the documents requested on the attachment to this Subpoena. Legible copies which, where applicable, show both sides of the documents may be substituted for originals.

Such answers must be submitted under oath and must be forwarded to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, along with the requested documents within 15 days of receipt of this Order and Subpoena.

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WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C. on this 22, day of December, 1988.

Thomas J. Josefiak, Chairman
Federal Election Commission

ATTEST:

for Marjorie W. Emmons
Secretary to the Commission

Attachment
Document Request and Questions (2 pages)

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INSTRUCTIONS

In answering these interrogatories and requests for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories and requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1983, to the present.

The following interrogatories and requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

9504368249

DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named non-respondent witness in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

9504368250

INTERROGATORIES AND PRODUCTION OF DOCUMENTS

1. Produce all documents, including financial instruments, such as checks, money orders and cashier checks, that relate, refer or pertain to the following contributions to the Dole for Senate Committee:

Contributor	Date	Amount
Charles A. Ross	12/6/83	$1,000
Gunilla Ross	12/27/83	1,000
Steven Phillips	12/16/83	1,000
Sharon Phillips	12/16/83	1,000
Stan Ross	12/16/83	1,000
Merett Ross	12/16/83	1,000
Ed Hackerott	12/16/83	1,000
Darlene Hackerott	12/16/83	1,000
Robert Owens	12/16/83	1,000
Betty Owens	12/16/83	1,000
Roger Mason	12/16/83	1,000
Cynthia A. Galemore	7/23/84	1,000
Dale A. Galemore	7/23/84	1,000
David K. Hamilton	7/23/84	1,000
Martha J. Hamilton	7/23/84	1,000
Steven Small	7/23/84	1,000
Joy Small	7/23/84	1,000
Ronda Ross	7/23/84	1,000
Wanda Bowman	10/21/85	250
Charles A. Ross	10/21/85	250
Gunilla Nilsson Ross	10/21/85	250
Stanton E. Ross	10/21/85	250

2. If the contributions listed above in request 1 were made in response to written solicitations, produce a copy of the solicitations.

3. If the contributions listed above in request 1 were made in response to oral solicitations, describe the solicitations in detail, and identify the solicitors;

4. State whether the Dole for Senate Committee received each contribution listed above in request 1 directly from the contributor; if not, identify each person who handled the contribution.

5. Describe, in detail, how the Dole for Senate Committee processed each one of the contributions, and identify the person involved in the processing.

9504368205 1

6. Describe, in detail, the relationship between David C. Owen and the Dole for Senate Committee, including but not limited to, any titles or positions he held, any fundraisers he was involved in, any compensation he received, and his authority to act on behalf of the Dole for Senate Committee.

7. Describe, in detail, how contributions were normally processed by the Dole for Senate Committee, including but not limited to, verification that the contribution is within the limitations and prohibitions of the Federal Election Campaign Act of 1971, as amended.

9504368205 2

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 27, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ronda Ross Dumovich
9905 Parkview
Kansas City, KS 66109

RE: MUR 2582
Ronda Ross Dumovich

Dear Mrs. Dumovich:

On December 16, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office along with your response to the enclosed subpoena by January 13, 1989. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 22.5 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

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In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Thomas J. Josefiak
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form
Subpoena for Deposition and Document

9504368254

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Ronda Ross Dumovich **MUR: 2582**

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act"), "[n]o person shall make a contribution in the name of another or knowingly permit his name to be used to effect such a contribution, and no person shall knowingly accept a contribution made by one person in the name of another person." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided to the contributor by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

In Advisory Opinion 1986-41, the Commission noted that the prohibitions of Section 441f apply to any person. This includes "an incorporated or unincorporated entity who gives money to another to effect a contribution in the second person's name." The Commission has also found that the prohibitions of Section 441f apply to individuals who actively assist in the making of contributions in the name of another. See MUR 1611.

Ronda Ross made a $1,000 contribution to the Dole for Senate Committee on the same date that three Birdview employees and their spouses each made $1,000 contributions. This Office has since learned that Ronda Ross Dumovich is the daughter of Charles A. Ross, the President of Birdview. Two of the three Birdview

9504368205 5

employees who made contributions on the same day as Ronda Ross have testified that they were reimbursed by Birdview. One of the employees, Steven Small, testified that Charles A. Ross solicited the contribution from him and his wife. This Office has also obtained payroll records which indicate that all three Birdview employees and their spouses were reimbursed through bonuses. Since Ronda Ross Dumovich, Charles A. Ross' daughter, made a contribution to the Dole for Senate Committee on the same day that Birdview employees who were reimbursed made contributions, it appears that Ronda Ross Dumovich may have also been reimbursed for her contribution. Accordingly, the Commission found reason to believe that Ronda Ross Dumovich violated 2 U.S.C. § 441f.

95043682056

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

TO: Ronda Ross Dumovich
9905 Parkview
Kansas City, KS 66109

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on January 25, 1989, in Room 401 at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 10:00 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by January 13, 1989.

95043682057

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 22 day of December, 1988.

Thomas J. Josefiak
Chairman
Federal Election
Commission

ATTEST:

for Marjorie W. Emmons
Secretary to the Commission

Attachment
Document Request (1 page)

9504368205 8

INSTRUCTIONS

In answering these requests for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

The response to each request for documents propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in preparing the response.

If you cannot answer the following document requests in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1983, to the present.

The following requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

"Reimbursement" shall mean anything of value provided to any person in any form whatever that expressly, impliedly or otherwise relates in any way to any political contribution. In particular, without limiting the generality of the foregoing, the term "reimbursement" includes any advance, allowance, bonus, barter transaction, benefit, exchange, fee, commission, consulting fee, stipend, salary adjustment, wage, incentive, compensation, consideration, bribe, kickback, promise, payment, repayment, restitution, recoupment, refund and gift.

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"Political contribution" shall mean anything of value provided to a candidate for federal office or to any person, political committee, organization or entity that in any way contributes to, supports or advocates the election or defeat of a candidate for federal office. In particular, without limiting the generality of the foregoing, the term "political contribution" includes direct payments, payments through intermediaries or conduits, payments to attend fundraisers, the provision of goods and services at no cost or at a reduced cost, extensions of credit, advances, gifts, loans, deposits of money, compensation to others for services performed on behalf of a candidate for election to federal office, and anything conferring a financial benefit to a candidate for federal office.

9504368261

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contribution made in your name and/or the name of a member of your immediate family from July 1, 1983, to the present.

2. Produce any and all documents, including but not limited to financial institution and personal records, that relate, refer, or pertain to any reimbursements for political contributions received by you and/or any member of your immediate family or any other person from July 1, 1983, to the present.

9504382062

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 27, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Edward Lane Gibson
147 Hunters Cove
Roswell, GA 30076

RE: MUR 2582
Edward Lane Gibson

Dear Mr. Gibson:

On December 16, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office along with your response to the enclosed subpoena by January 9, 1989. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 22.5 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

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In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Thomas J. Josefiak
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form
Subpoena for Deposition and Documents

9504368204

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Edward Lane Gibson **MUR:** 2582

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act"), "[n]o person shall make a contribution in the name of another or knowingly permit his name to be used to effect such a contribution, and no person shall knowingly accept a contribution made by one person in the name of another person." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided to the contributor by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

In Advisory Opinion 1986-41, the Commission noted that the prohibitions of Section 441f apply to any person. This includes "an incorporated or unincorporated entity who gives money to another to effect a contribution in the second person's name." The Commission has also found that the prohibitions of Section 441f apply to individuals who actively assist in the making of contributions in the name of another.

Edward Lane Gibson was Vice President and General Manager of Birdview Satellite Communications, Inc.'s Marketing Division. He testified at a Securities and Exchange Commission deposition that he had attended a fundraiser for Senator Albert Gore at which he delivered a contribution from Charles Ross. He also testified

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that he had attended other fundraisers, one of which was for a candidate from Colorado. According to reports filed with the Commission by the Satellite Television Industry Association Political Action Committee ("Satellite Committee") and the Committee for Tim Wirth, Inc. ("Wirth Committee"), Mr. Gibson made a $1,500 contribution to the Satellite Committee that was earmarked for the Wirth Committee, the principal campaign committee of Senator Tim Wirth of Colorado. The contribution was dated October 29, 1985, the same date that Charles Ross made a $1,500 contribution to the Satellite Committee that was earmarked for the Wirth Committee.

The Commission found reason to believe that Mr. Gibson violated 2 U.S.C. § 441f. This finding is based on the following facts. First, Mr. Gibson was an officer of Birdview, a corporation with a history of reimbursing its employees for political contributions. Other officers of Birdview have testified that Birdview channeled corporate funds to political candidates by reimbursing employees for political contributions made in their names. Second, Mr. Gibson's contribution was made on the same date, in the same amount and to the same recipient as one made by Charles Ross, Birdview's President. This fits the pattern of other contributions made by Birdview employees which tended to occur on the same date, in the same amount and to the same candidate. For example, the Dole for Senate Committee reported receiving seven $1,000 contributions from persons associated with Birdview on July 23, 1984, and nine $1,000 contributions on December 16, 1983. Third, Mr. Gibson testified

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under oath that he delivered a check to a federal candidate's fundraiser on behalf of Birdview's President. Having undertaken this political task, it would appear that he may have performed others as well. Fourth, Mr. Gibson testified under oath that he had attended a political fundraiser for someone from Colorado, and the public record indicates that he made an earmarked contribution to the principal campaign committee of Senator Tim Wirth of Colorado.

95043682067

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

TO: Edward Lane Gibson
147 Hunters Cove
Roswell, GA 30076

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on January 13, 1989, in Conference Room 280 at the Richard B. Russell Federal Building, 75 Spring St., S.W., Atlanta, Georgia, beginning at 10:00 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by January 9, 1989.

95043682068

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 22 day of December, 1988.

Thomas J. Josefiak
Chairman
Federal Election
Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

Attachment
Document Request (1 page)

9504368209

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INSTRUCTIONS

In answering these requests for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

The response to each request for documents propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in preparing the response.

If you cannot answer the following document requests in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1983, to the present.

The following requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

"Reimbursement" shall mean anything of value provided to any person in any form whatever that expressly, impliedly or otherwise relates in any way to any political contribution. In particular, without limiting the generality of the foregoing, the term "reimbursement" includes any advance, allowance, bonus, barter transaction, benefit, exchange, fee, commission, consulting fee, stipend, salary adjustment, wage, incentive, compensation, consideration, bribe, kickback, promise, payment, repayment, restitution, recoupment, refund and gift.

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"Political contribution" shall mean anything of value provided to a candidate for federal office or to any person, political committee, organization or entity that in any way contributes to, supports or advocates the election or defeat of a candidate for federal office. In particular, without limiting the generality of the foregoing, the term "political contribution" includes direct payments, payments through intermediaries or conduits, payments to attend fundraisers, the provision of goods and services at no cost or at a reduced cost, extensions of credit, advances, gifts, loans, deposits of money, compensation to others for services performed on behalf of a candidate for election to federal office, and anything conferring a financial benefit to a candidate for federal office.

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REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to checks and other financial records, that relate, refer, or pertain to any political contribution made in your name and/or the name of a member of your immediate family from July 1, 1983, to the present.

2. Produce any and all documents, including but not limited to financial institution and personal records, that relate, refer, or pertain to any reimbursements for political contributions received by you and/or any member of your immediate family or any other person from July 1, 1983, to the present.

9504308207

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 27, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Doris Dettweiler
Route 1, Box 112A
Chanute, KS 66720

RE: MUR 2582
Doris Dettweiler

Dear Ms. Dettweiler:

On December 16, 1988, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. §§ 441b and 441f, provisions of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office along with your response to the enclosed subpoena by January 13, 1989. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring you to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 22.5 cents per mile. You will be given a check for the witness fee and mileage at the time of the deposition.

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In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Thomas J. Josefiak
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form
Subpoena for Deposition and Documents

9504368207 5

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Doris Dettweiler **MUR 2582**

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act"), "[n]o person shall make a contribution in the name of another or knowingly permit his name to be used to effect such a contribution, and no person shall knowingly accept a contribution made by one person in the name of another person." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided to the contributor by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

In Advisory Opinion 1986-41, the Commission noted that the prohibitions of Section 441f apply to any person. This includes "an incorporated or unincorporated entity who gives money to another to effect a contribution in the second person's name." The Commission has also found that the prohibitions of Section 441f apply to individuals who actively assist in the making of contributions in the name of another.

Pursuant to 2 U.S.C. § 441b, a corporation may not make a contribution in connection with the election of a candidate for federal office, and an officer or director of a corporation is prohibited from consenting to the making of a corporate contribution in connection with the election of a federal

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candidate. Also, a candidate, political committee, or other person is prohibited from knowingly accepting or receiving any contribution prohibited by this section.

Doris Dettweiler was the controller of Birdview Satellite Communications, Inc. ("Birdview"). She signed a $10,000 check from Birdview, dated September 12, 1984, that was made payable to David Owen and the Senatorial Trust. David Owen was a consultant for Birdview. The check was intended to be a contribution to the Republican Senatorial Trust. Ms. Dettweiler's name, signature or initials appear on many of the internal Birdview documents that resulted in reimbursement checks being prepared for Birdview employees. These checks were to reimburse Birdview employees and their spouses for political contributions made in their names. Included among these checks is a $2,000 check signed by Ms. Dettweiler, made payable to Stan Ross, the son of Charles Ross and a Birdview employee, that appears to be a reimbursement check for political contributions made by him and his fiancee.

Based on these documents it appears that Ms. Dettweiler may have had an active roll in the scheme to reimburse Birdview employees for contributions to political committees. Thus, it appears that Ms. Dettweiler, an officer of Birdview, actively assisted in the making of contributions in the name of another. Accordingly, the Commission found reason to believe that Doris Dettweiler violated 2 U.S.C. §§ 441b and 441f.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

SUBPOENA

TO: Doris Dettweiler
Route 1, Box 112A
Chanute, KS 66720

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on January 26, 1989 in Room 401 at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 2:00 p.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by January 13, 1989.

95043682078

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 22 day of December, 1988.

Thomas J. Josefiak
Chairman
Federal Election
Commission

ATTEST:

for Marjorie W. Emmons
Secretary to the Commission

Attachment
Document Request (1 page)

95043682079

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INSTRUCTIONS

In answering this request for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

The response to each request for documents propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in preparing the response.

If you cannot answer the following document requests in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1983, to the present.

The following requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

"Reimbursement" shall mean anything of value provided to any person in any form whatever that expressly, impliedly or otherwise relates in any way to any political contribution. In particular, without limiting the generality of the foregoing, the term "reimbursement" includes any advance, allowance, bonus, barter transaction, benefit, exchange, fee, commission, consulting fee, stipend, salary adjustment, wage, incentive, compensation, consideration, bribe, kickback, promise, payment, repayment, restitution, recoupment, refund and gift.

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"Political contribution" shall mean anything of value provided to a candidate for federal office or to any person, political committee, organization or entity that in any way contributes to, supports or advocates the election or defeat of a candidate for federal office. In particular, without limiting the generality of the foregoing, the term "political contribution" includes direct payments, payments through intermediaries or conduits, payments to attend fundraisers, the provision of goods and services at no cost or at a reduced cost, extensions of credit, advances, gifts, loans, deposits of money, compensation to others for services performed on behalf of a candidate for election to federal office, and anything conferring a financial benefit to a candidate for federal office.

95043682082

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce any and all documents, including but not limited to financial institution, corporate and personal records, that relate, refer, or pertain to any reimbursements for political contributions received by any employee or consultant of Birdview Satellite Communications, Inc., or other person from July 1, 1983, to the present.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 27, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Douglas F. Behm, Esq.
Morrison, Hecker, Curtis,
Kuder & Parrish
1700 Bryant Building
1102 Grand Avenue
Kansas City, MO 54106-2370

RE: MUR 2582
David C. Owen

Dear Mr. Behm:

On December 16, 1988, the Federal Election Commission found that there is reason to believe your client, David C. Owen, knowingly and willfully violated 2 U.S.C. §§ 441b and 441f, provisions of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against your client. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office along with your response to the enclosed subpoena by January 13, 1989. Where appropriate, statements should be submitted under oath.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring your client to appear and give sworn testimony, which will assist the Commission in carrying out its statutory duty of supervising compliance with the Act.

He may consult with an attorney and have an attorney present with him at the deposition. If he intends to be so represented, please advise us prior to the date of the deposition.

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Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $30.00 plus mileage at the rate of 22.5 cents per mile. He will be given a check for the witness fee and mileage at the time of the deposition.

In the absence of any additional information demonstrating that no further action should be taken against your client, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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 investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Daniel J. Blessington, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Thomas J. Josefiak
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Subpoena for Deposition and Documents

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: David C. Owen **MUR 2582**

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act"), "[n]o person shall make a contribution in the name of another or knowingly permit his name to be used to effect such a contribution, and no person shall knowingly accept a contribution made by one person in the name of another person." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided to the contributor by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

In Advisory Opinion 1986-41, the Commission noted that the prohibitions of Section 441f apply to any person. This includes "an incorporated or unincorporated entity who gives money to another to effect a contribution in the second person's name." The Commission has also found that the prohibitions of Section 441f apply to individuals who actively assist in the making of contributions in the name of another.

The Act also provides for violations of law that are knowing and willful, see 2 U.S.C. § 437g(a)(5)(C) and (D), a concept addressed in the legislative history of the 1976 Amendments. Knowing and willful violations are "violations as to which the Commission has clear and convincing proof that the acts were

committed with a knowledge of all the relevant facts and a recognition that the action is prohibited by law." H.R. Rep. No. 94-917, 94th Cong. 2d Sess. 3-4 (1976). During the House debates on the Conference Report, Congressman Hays stated that the phrase "knowing and willful" referred "to actions taken with full knowledge of all of the facts and a recognition that the action is prohibited by law." 122 Cong. Rec. H3778 (daily ed. May 3, 1976)(remarks of Congressman Hays). The knowing and willful standard has also been addressed by the courts. In Federal Election Commission v. John A. Dramesi for Congress Committee, 640 F. Supp. 985 (D.N.J. 1986), the court noted that the knowing and willful standard requires knowledge that one is violating the law.

David C. Owen became a Birdview Satellite Communication, Inc. consultant in 1983. It appears that he was primarily involved in the Spring Hill Industrial Park Project, which was an industrial complex Birdview was considering developing. Mr. Owen also has had a long association with Senator Dole. According to reports filed by the Dole for Senate Committee with the State of Kansas, Mr. Owen was the Committee's President from 1980 through 1983. Mr. Owen has also been identified as Senator Dole's "chief fund-raiser" in newspaper articles.

It appears that David C. Owen received $10,000 from Birdview in September, 1984, that was intended to be a contribution to the Republican Senatorial Trust; this amount was used by the National Republican Senatorial Committee ("NRSC") to provide earmarked contributions to Republican senatorial candidates. There are

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several documents that shed light on these contributions. On September 12, 1984, Birdview wrote check number 15320, which was for $10,000; the payees were the Senatorial Trust and David Owen. The check was signed by Doris Dettweiler, who has been identified in deposition testimony as the controller of Birdview. A letter from Mr. Owen dated September 13, 1984, to Gracia Barker-Cross of the Republican Senatorial Trust states: "Thanks for your help! I am enclosing checks totaling $10,000.00 for my trust membership. Please fill in the name of the winner in the Massachusetts primary on the blank check." Along with the letter were the following checks drawn on the "David C. Owen Special Account," dated September 13, 1984:

Payee	Number	Amount
Pressler for Senate	6916	$2,000
Percy for Senate	6917	$1,000
Jepsen for Senate	6918	$1,000
Gramm for Senate	6919	$1,000
Raese for Senate	6920	$1,000
Simpson for Senate	6921	$1,000
Helms for Senate	6922	$1,000
Cochran for Senate	6923	$1,000
Blank Check	6924	$1,000
	TOTAL	$10,000

Moreover, two related documents evince an intent to obtain corporate funds to contribute to Republican senatorial candidates through the NRSC. First, a letter from David C. Owen to Charles Ross, dated October 31, 1983, which was acknowledged by Charles Ross on November 18, 1983, reads in part:

> Thank you for the opportunity to work with you and Birdview as you plan for the future.
>
> In our meeting this morning, we covered the following items: (1) Dave will join the Republican Senatorial Trust, if possible, with Birdview paying the membership fee of $10,000 annually and any expenses incurred by Dave in attending the meetings....

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Second, a letter from David C. Owen to Charles A. Ross, President and Chairman of the Board of Birdview, dated November 15, 1983, reads in part:

> I just received notification from the Republican Senatorial Trust that I can renew my membership....Please forward a check in the amount of $10,000 payable to David C. Owen, and I will send my personal check to the Trust.

The NRSC reported receiving $10,000 from David Owen that was earmarked for the specific candidates indicated above. All of these contributions were for $1,000, with the exception of $2,000 for Larry Pressler for U.S. Senate. They were reported as received on September 25, 1984, and as sent to the intended committees on September 27, 1984.

Nine candidate committees reported receiving contributions from David Owen during the 1983-84 election cycle. Each committee reported receiving $1,000 as follows:

Committee	Date
Citizens for Cochran for Senate	9/28/84
Citizens for Percy	9/28/84
Friends of Phil Gramm	10/1/84
Helms for Senate	10/2/84
Jepsen '84 Committee	9/27/84
Raese for Senate Committee	9/28/84
Ray Shamie for U.S. Senate[1]	10/1/84
The Simpson Senate Committee	10/3/84
Larry Pressler for U.S. Senate	10/2/84

Larry Pressler for U.S. Senate also reported receiving a $1,000 contribution from Beverly Owen, David Owen's wife, on October 2, 1984.

It appears that David Owen solicited and received corporate funds for the contributions he made in his name to the NRSC in

1. Mr. Shamie was the Republican candidate for the Senate in the 1984 general election in Massachusetts.

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violation of 2 U.S.C. § 441f. This violation appears to be knowing and willful, since Mr. Owen is reputed to be an experienced campaign fundraiser, was an official of the Dole for Senate Committee, and should have known that corporate contributions in the name of another violate the Act. Accordingly, the Commission found reason to believe that David Owen knowingly and willfully violated 2 U.S.C. § 441f.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
)

SUBPOENA

TO: David C. Owen
C/O Douglas F. Behm, Esq.
Morrison, Hecker, Curtis,
Kuder & Parrish
1700 Bryant Building
1102 Grand Avenue
Kansas City, MO 54106-2370

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to the above-captioned matter. Notice is hereby given that the deposition is to be taken on February 7, 1989, in Room 401 at the United States Courthouse, 811 Grand Avenue, Kansas City, Missouri, beginning at 10:00 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on the attachment to this subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by January 13, 1989.

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WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand at Washington, D.C., this 22 day of December, 1988.

Thomas J. Josefiak
Chairman
Federal Election
Commission

ATTEST:

for Marjorie W. Emmons
Secretary to the Commission

Attachment
Document Request (3 pages)

9504368209 2

INSTRUCTIONS

In answering these requests for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

If you cannot produce the requested documents in full after exercising due diligence to secure the full information to do so, produce documents to the extent possible and indicate your inability to produce the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1983, to the present.

The following requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

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"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, check stubs, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

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REQUESTS TO PRODUCE DOCUMENTS

1. Produce all documents and materials that relate, refer or pertain to the "David C. Owen Special Account," maintained at the Stanley Bank of Stanley, Kansas.

2. Without in any way limiting Request Number 1, produce all account statements, deposit slips or equivalent records, and credit and debit memoranda or ledgers relating to the above-referenced account.

3. Produce all documents and materials that relate, refer or pertain to all accounts maintained by you or on your behalf at any financial institution.

4. Unless otherwise included in Request Number 3, produce all documents and materials that relate, refer or pertain to any business accounts maintained by you or on your behalf at any financial institution.

5. Produce all documents and materials that relate, refer or pertain to accounts at all financial institutions maintained by any business entity in which you have or had an interest.

6. Produce all documents and materials that relate, refer or pertain to your membership in the Republican Senatorial Trust.

7. Produce all documents and materials that relate, refer or pertain to Birdview Satellite Communications, Inc. check number 15320, dated September 12, 1984, and made out to you and the "Senatorial Trust."

8. Produce all documents and materials that relate, refer or pertain to political contributions made by you in cooperation or consultation with Birdview Satellite Communications, Inc., and any of its officers and employees.

9. Produce copies, front and back, of the following cancelled checks to the listed political committees drawn on the "David C. Owen Special Account:"

Payee	Number	Amount
Pressler for Senate	6916	$2,000
Percy for Senate	6917	$1,000
Jepsen for Senate	6918	$1,000
Gramm for Senate	6919	$1,000
Raese for Senate	6920	$1,000
Simpson for Senate	6921	$1,000
Helms for Senate	6922	$1,000
Cochran for Senate	6923	$1,000
Ray Shamie for U.S. Senate	6924	$1,000

9504368209 5

10. Produce all documents and materials that relate, refer or pertain to the contribution checks described in Request Number 9.

11. Produce copies, front and back, of the written instruments used to make the following contributions to political committees:

Committee	Date Reported	Amount
National Republican Senatorial Committee	3/30/78	$1,000
Kansans for Jeffries	10/16/78	$ 250
Kansans for Kassebaum	10/20/78	$1,000
Republican State Central Committee of Iowa	1/16/79	$1,000
Dole for President Committee	2/15/79	$1,000
National Republican Senatorial Committee	4/13/79	$ 500
Kansans for Kassebaum	6/18/79	$ 300
Warner for U.S. Senate	7/2/79	$ 200
National Conservative Political Action Committee	9/4/79	$1,000
Republican State Central Committee of Iowa	10/16/79	$ 700
Prelude to Victory-Kansas City	9/30/80	$1,000
Hunter for Congress (Reported as made by Beverly Owen)	11/19/80	$ 600
Hunter for Congress	11/19/80	$ 600
Larry Pressler for U.S. Senate (Reported as made by Beverly Owen)	10/2/84	$1,000
Kansas Republican State Committee	12/20/84	$1,025
Campaign America	3/14/86	$5,000
Ken Kramer - 86	9/15/86	500
Dole for President Committee, Inc.	2/13/87	$1,000
Republican Party of Iowa	9/15/87	$2,500

12. Produce all documents and materials that relate, refer or pertain to the contributions described in Request Number 11.

13. Produce all documents and materials that relate, refer or pertain to any and all fundraising efforts undertaken by you involving the Dole for Senate Committee.

14. Produce all documents and materials that relate, refer or pertain to your business relationship with the Dole for Senate Committee.

15. Without in any way limiting Request Number 14, produce all documents and materials that relate, refer or pertain to the relationship between the Dole for Senate Committee and any business entity in which you have or had any interest.

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16. Produce all documents and materials that relate, refer or pertain to any and all fundraising efforts undertaken by you involving Campaign America, a political committee associated with Senator Dole.

17. Produce all documents and materials that relate, refer or pertain to your business relationship with Campaign America.

18. Without in any way limiting the generality of Request Number 17, produce all documents and materials that relate, refer or pertain to the relationship between Campaign America and any business entity in which you have or had any interest.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 27, 1988

Steven Phillips
706 Persimmon View
Olathe, KS 66061

RE: MUR 2582
Steven Phillips

Dear Mr. Phillips:

On April 12, 1988, you were notified that the Federal Election Commission found reason to believe that you violated 2 U.S.C. § 441f. On September 7, 1988, you were notified that the Federal Election Commission found reason to believe that you had violated 2 U.S.C. § 441b, and that the Commission had agreed to enter into conciliation prior to a finding of probable cause to believe.

On December 16,1988, the Commission determined to suspend conciliation prior to a finding of probable cause to believe pending the completion of the investigation of this matter.

At such time when the investigation in this matter has been completed, the Commission will resume conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact Susan Beard or Daniel J. Blessington, the attorneys assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

9504368209 8

STATEMENT OF DESIGNATION OF COUNSEL

MUR 2582

NAME OF COUNSEL: MICHAEL S. GREEN

ADDRESS: FLYNN & GOTTLIEB
29 B LENOX POINTE, N.E.
ATLANTA, GEORGIA 30324

TELEPHONE: (404) 231-9399

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

1/10/89
Date

Edward L Gibson
Signature

RESPONDENT'S NAME: EDWARD LANE GIBSON

ADDRESS: 147 HUNTERS COVE
ROSWELL, GEORGIA 30076

HOME PHONE:

BUSINESS PHONE:

89 JAN 10 P12:12

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 11, 1989

AIRBORNE OVERNIGHT DELIVERY

Joe Jackson, President
Stanley Bank
7835 W. 151st Street
Overland Park, KS 66223

RE: MUR 2582

Dear Mr. Jackson:

On December 27, 1988, we mailed you a letter in connection with the above-captioned matter. We have since discovered a technical deficiency with respect to that mailing. Therefore, we have once again enclosed a set of written questions, an order of the Federal Election Commission, and a Certificate of Compliance with the Right to Financial Privacy Act of 1978, all directed to Stanley Bank. Although the law permits the customer an opportunity to move to quash the subpoena, it is the financial institution's obligation to comply with the terms of the subpoena in the absence of judicial intervention. See 12 U.S.C. §§ 3405 and 3411.

Please be advised that 2 U.S.C. § 437g(a)(12) prohibits making public any Commission investigation without the written consent of the person with respect to whom such investigation is made. You are advised that no such consent has been given in this case.

If you have any questions, please contact Susan Beard or Daniel J. Blessington, the attorneys assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosures
Certification of Compliance with the Right to Financial Privacy Act
Order and Attachment

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CERTIFICATION OF COMPLIANCE WITH THE RIGHT TO FINANCIAL PRIVACY ACT

TO: Stanley Bank
P.O. Box 23008
Stanley, KS 66223

FROM: Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

RE: MUR 2582

I hereby certify, pursuant to Section 1103(b) of the Right to Financial Privacy Act of 1978, 12 U.S.C. § 3403(b), that the provisions of the Act have been complied with as to the enclosed Subpoena to Produce Documents and Order to Submit Written Answers, responses to which are being ordered pursuant to 12 U.S.C. §§ 3402 and 3405.

1/10/89
Date

Lawrence M. Noble
General Counsel

Attachment

95043682101

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 11, 1989

AIRBORNE OVERNIGHT DELIVERY

Douglas F. Behm, Esq.
Morrison, Heckler, Curtis,
Kuder & Parrish
1700 Bryant Building
1102 Grand Avenue
Kansas City, MO 54106-2370

RE: MUR 2582
David C. Owen

Dear Mr. Behm:

Records or information concerning the transactions of your client, David C. Owen, held by the financial institution named in the attached subpoena and order are being sought by this agency in accordance with the Right to Financial Privacy Act of 1978 for the following purpose: to investigate possible violations of the Federal Election Campaign Act of 1971, by David C. Owen, Birdview Satellite Communications, Inc., and others in connection with prohibited contributions made to federal candidates.

If your client desires that such records or information not be made available, you or he must:

1. Fill out the accompanying motion paper and sworn statement or write one of your own, stating that your client is the customer whose records are being requested by the Commission and either giving the reasons you or your client believe that the records are not relevant to the legitimate law enforcement inquiry stated in this notice or any other legal basis for objecting to the release of the records.

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2. File the motion and statement by mailing or delivering them to the clerk of any one of the following United States district courts: United States District Court for the District of Kansas, or the United States District Court for the District of Columbia.

3. Serve the Commission by mailing or delivering a copy of your motion and statement to: Federal Election Commission, Office of General Counsel, 999 E Street, N.W., Washington, D.C. 20463.

4. Be prepared to come to court and present your position in further detail.

If you or your client do not follow the above procedures, upon the expiration of ten days from the date of service or fourteen days from the date of mailing of this notice, the records or information requested therein will be made available. These records may be transferred to other Government authorities for legitimate law enforcement inquires, in which event you or your client will be notified after the transfer.

If you have any questions, please contact Daniel J. Blessington, the attorney assigned to this matter, at (202)376-5690.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosures
Subpoena to Produce Documents and Order
to Submit Written Answers to Stanley Bank
Motion to Quash Commission Subpoena and Order
Sworn Statement

9504368210 3

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 12, 1989

Michael S. Green, Esquire
Flynn and Gottlieb
29B Lenox Pointe, N.E.
Atlanta, Georgia 30324

RE: MUR 2582
Edward Lane Gibson

Dear Mr. Green:

This will confirm that at your request, Mr. Gibson's deposition, originally scheduled to begin on January 13, 1989, has been rescheduled. The deposition will now be taken on January 19, 1989, in Conference Room 280 at the Richard B. Russell Federal Building, 75 Spring Street, S.W., Atlanta, Georgia, beginning at 10:00 a.m. and continuing each day thereafter as necessary.

If you have any questions, please direct them to Daniel J. Blessington of this Office at (202) 376-5690.

Sincerely,

Lawrence M. Noble
General Counsel

9504368210 4

STATEMENT OF DESIGNATION OF COUNSEL

MUR 2582

NAME OF COUNSEL: Major W. Park, Jr.

ADDRESS: Gage & Tucker
2345 Grand P.O. Box 418200
Kansas City, MO 64141

TELEPHONE: 816-474-6460

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

01-20-89
Date

Doris M. Dettweiler
Signature

RESPONDENT'S NAME: Doris M. Dettweiler

ADDRESS: Rt #1, Box 112A
Chanute, Ks. 66720

HOME PHONE:

BUSINESS PHONE: (316) 431-0406

9504368210 5

FEDERAL ELECTION COMMISSION
89 JAN 23 PM 5:22

January 12, 1989

Mr. Danny McDonald
Chairman
Federal Election Commission
999 E Street, NW
Washington, D.C. 20463

Dear Mr. Chairman

This is to inform you that Scott E. Morgan will be representing the Dole for Senate Committee with regard to MUR 2582. In particular, Mr. Morgan will be responding in behalf of DFS to the FEC subpoena dated December 27, 1988.

Mr. Morgan's address and phone numbers are 1618 Inverness Drive, Lawrence, KS 66046; (w) 913-296-3011
Thank you for your attention to this matter. Please let me know if you need additional information.

Sincerely,

Charles L. Clinkenbeard

Charles L. Clinkenbeard, Treasurer
Dole for Senate Committee

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RECEIVED
FEDERAL ELECTION COMMISSION
89 JAN 23 PM 5:22

OGC1642

January 13, 1989

Mr. Danny McDonald
Chairman
Federal Election Commission
999 E Street, NW
Washington, DC 20463

RE: MUR 2582

Dear Mr. Chairman

In behalf of the Dole for Senate Committee, I respectfully request an extension of two weeks in complying with Question number one of the Commission's subpoena dated December 27, 1988 and received by DFS on January 9, 1989. DFS has not yet located the requested records and, as such, is not yet able to provide them.

DFS does, however, intend to comply in a timely fashion with regard to questions two through seven. Thank you for your consideration of this request.

Sincerely,

Scott E. Morgan

cc: Susan Beard
Charles L. Clinkenbeard

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FEDERAL ELECTION COMMISSION
89 JAN 24 AM 11:50

HAND DELIVERED 06C1654

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FEDERAL ELECTION COMMISSION
MAIL ROOM

89 JAN 25 AM 8:54

January 23, 1989

Mr. Danny McDonald
Chairman
Federal Election Commission
999 E Street, NW
Washington, DC 20463

RE: MUR 2582

Dear Mr. Chairman

Please find enclosed the response of Dole for Senate Committee, Inc. to the FEC subpoena dated December 27, 1988 and received on January 9, 1989.

The Committee had earlier requested an extension for the purpose of responding to Question #1. However, an extension is no longer necessary. The Committee has been unable to find records for requested contributions listed in Question #1 other than those made on 10/21/85. The Committee understands that the subpoena is continuing in nature and will submit any documentation that we should track down.

DFS hopes that the enclosed material is helpful. Please let us know if you need further clarification.

Sincerely,

Scott E. Morgan
Dole for Senate Committee, Inc.

cc: Lawrence M. Noble
Charles L. Clinkenbeard

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FEDERAL ELECTION COMMISSION
89 JAN 25 PM 3:32

1) Attached are all documents, including financial instruments, that relate, refer and pertain to the contributions requested in request #1 that are in the possession of the Dole for Senate Committee, Inc. The Committee is able to provide the requested information on the contributions made by the following individuals; Wanda Bowman, Charles A. Ross, Gunilla Nilsson Ross and Stanton E. Ross. All of which were deposited on October 21, 1985. Unfortunatley, all other documents, including financial instruments, that relate, refer and pertain to all contributions made to prior to September of 1984 were not retained by the Committee. Record have been retained by the Dole for Seante Committee, Inc. in accordance with FEC regulation 11 CFR 102.9(c).

2) In regard to the contributions requested dated prior to 10/21/85 the Dole for Senate Committee, Inc. retains no records as to the nature, whether written or oral, of the listed contributions. The contributions listed that were deposited on October 21 1985 were made in connection with a $250 per person fundraising event held in Kansas City on October 9, 1985. The Dole for Senate Committee, Inc. does not have on file a copy of the invitation used in connection with this event.

3) The Dole for Senate Committee, Inc. has no knowledge of the nature and/or the individuals involved in the solicitations made in regard to the specific contributions listed in request #1.

4) The Dole for Senate Committee, Inc. has no knowledge of any individuals who may have handled listed contributions prior to their receipt by the Dole for Senate Committee, Inc. Finance Office, under the direction of Kirk L. Clinkenbeard, with the exception with those contributions deposited on October 21, 1985. The contributions made on October 21, 1985 were received in the Dole for Senate Committee, Inc. Kansas office by Carol Bell, State Coordinator of the Dole for Senate Committee, Inc. who oversaw the October 9th, 1985 fundraising event in Kansas City. Ms. Bell forwarded all contributions directly to the Finance Office in Alexandria, Virginia.

5) Contribution received by the Dole for Senate Finance office were processed in the following manner. All contributions were received by Kirk L. Clinkenbeard, head of the Finance office and chief fundraiser for the Committee. Kirk L. Clinkenbeard would review all contributions for potential unacceptable contributions. Any contributions that were deemed unacceptable for what ever reason were refunded or returned by the Committee.

95043682109

Contributions were then prepared for deposit by staff members, interns and volunteers under the direction of Kirk L. Clinkenbeard. During this period the staff members who were involved in such activities were are as follows: Renee Smith, Peri Ann Stevenson, Michelle Watts, and Helen Burton. Each day's deposit was divided into three categories; a) individual contributions b) PAC contributions c) refunds and other receipts. Deposit slips would then be prepared for each category, three copies were made of each deposit slip along with all available "back up documentation" e.g. (correspondence, solicitations, reply devices or any other information pertaining to the origin of the contribution) and all checks or financial instruments to be deposited.

The three copies were then designated and distributed as follows: a) Accounting, which were used by the Committee in processing the contributions, b) thank you notes, used to produce thank you notes for contributers c) file copy, as back up records. A support staff member would then take the daily deposit to the bank for deposit.

Accounting copies were reviewed by Mr. Kirk L. Clinkenbeard to assure compliance with all applicable guidelines, as stipulated in the Federal Election Campaign Act of 1971, amended. All contributions were then entered into a personal computer. Using a computer software package, "Campaign Software" the Committee was able to produce all applicable FEC reports and assure that all aggregate contributions were within FEC limits.

6) Mr. David C. Owen was State Finance Chairman for the Dole for Senate Committee, Inc. and was responsible for all fundraising activities within the State of Kansas, on behalf of the Dole for Senate Committee, Inc. This included personal solicitation and event fundraising.

Mr Owen was reimbursed for any and all out of pocket expenses that he incurred while working on behalf of the Dole for Senate Committee, Inc.. At no time was he an employee or a paid consultant to Dole for Senate Committee, Inc.

7) Contributions received by the Dole for Senate Finance office were processed in the following manner. All contributions were received by Kirk L. Clinkenbeard, head of the Finance office and Chief Fundraiser for the Committee. Kirk L. Clinkenbeard would review all contributions for potential unacceptable contributions. Any contributions that were deemed unacceptable for what ever reason were refunded or returned by the Committee.

9504382110

The following individuals helped in the preparation of the responses to these interrogatories:

Kirk L. Clinkenbeard
Secretary/Treasurer
C & C Consulting Group, Inc.
210 Cameron Street
Alexandria, VA 22314
(703) 548 - 1992

Mr. Scott Morgan
Director of Federal Affairs
Office of the Governor
State Capitol
Topeka, KS 66612
(913) 296-3232

Listed below are the best known addresses for the employees of the Dole for Senate Committee, Inc. who were involved in processing the contributions listed.

Kirk L. Clinkenbeard
Secretary/Treasurer
C & C Consulting Group, Inc.
210 Cameron Street
Alexandria, VA 22314
(703) 548 - 1992

Ms. Helen Burton

Ms. Renee Smith

Ms. Perri Ann Stevenson

Ms. Carol Bell

Michelle Watts

95043682111

Contributions were then prepared for deposit by staff members, interns and volunteers under the direction of Kirk L. Clinkenbeard. During this period the staff members who were primarily involved in such activities were are as follows: Renee Smith, Peri Ann Stevenson, Michelle Watts, and Helen Burton. Each day's deposit was divided into three categories; a) individual contributions b) PAC contributions c) refunds and other receipts.

Deposit slips would then be prepared for each category, three copies were made of each deposit slip along with all "back up documentation" e.g (correspondence, solicitations, reply devices or any other information pertaining to the origin of the contribution) and all checks or financial instruments to be deposited.

The three copies were then designated and distributed as follows: a) Accounting, stored in Mr. Clinkenbeard's office, b) thank you notes, produced by Helen Burton c) file copy. A support staff member would then take the daily deposit to the Bank for deposit.

Accounting copies were reviewed by Mr. Kirk Clinkenbeard to assure compliance with all applicable guidelines, as stipulated in the Federal Election Campaign Act of 1971, amended. All contributions were then entered into a personal computer. Using a computer software package, "Campaign Software" the Committee was able to produce all applicable FEC reports and assure that all aggregate contributions were within FEC limits.

9504382112

10/21/85

DOLE FOR SENATE
DEPOSIT RECAP FORM

INDIVIDUALS:

KANSANS:	5000.00	
OUT OF STATE:	3750.00	
TOTAL INDIVIDUALS:		8750.00

UNITEMIZED:

KANSANS:	150.00	
OUT OF STATE:		
TOTAL UNITEMIZED:		150.00

POLITICAL ACTION COMMITTEES:

KANSANS:		
OUT OF STATE:		
TOTAL PACs:		

OTHER:

REFUNDS:		
TRANSFER & OTHER		
TOTAL OTHER:		

TOTAL DEPOSIT: 8900.00

NAME OF EVENT	AMOUNT
E. Dole	8,900.00
TOTAL:	

95043682113

Senator Dole '86

October 15, 1985

MEMO

TO: Kirk Clinkenbeard

FROM: Carol A. Bell

Kirk --

Enclosed are most of the checks received from the Elizabeth Dole events in Kansas City on October 9. I am still expecting several more checks and will send those on to you as soon as I receive them.

I will also send you a complete list of all the contributors with addresses, occupations if known, and salutations for letters. And, I will send a statement showing our gross take from the events, our expenses, and our net amount raised. Right now it appears that our net will be roughly $12,500.

Please call if you have any questions.

Carol

P.S. I know you'll need to weed out the corporate checks before you deposit these; when I send the list you'll be able to tell who they need to be returned to.

Paid for by the Dole for Senate Committee

95043682114

KIRK

	250• +
	250• +
	250• +
	250• +
	250• +
	1000• +
	250• +
	250• +
	250• +
	250• +
	250• +
	250• +
	500• +
	500• +
	250• +
	250• +
	500• +
	50• +
	250• +
	250• +
	250• +
	100• +
	1000• +
	250• +
	250• +
	500• +
	250• +
027	
	8900• 0

⑈950436821⑈

DEPOSIT TICKET 80-108/560

DOLE FOR SENATE COMMITTE, INC.
% KIRK L. CLINKENBEARD
919 PRINCE ST., SUITE 200
ALEXANDRIA, VA. 22314

[illegible] Bank & Trust Co.
Alexandria, Va.

DATE October 21, 1985

	DOLLARS	CENTS
CURRENCY		
COIN		
CHECKS LIST EACH SEPARATELY		
1 Allen	250	00
2 Bowman	250	00
3 Brown	250	00
4 Cedarholm	250	00
5 Clarkson	250	00
6 Deramus	1000	00
7 Edwards	250	00
8 Fannon, K.	250	00
9 Fannon, L.	250	00
10 Fitch	250	00
11 Hammond	250	00
12 Holland	250	00
13 Jensen	500	00
14 Kaplan	500	00
15 Klein	250	00
16 Krigel	250	00
17 Krieger	500	00
18 Mallyn	50	00
19 Owen, B.	250	00
20 Owen, D.	250	00
21 Palmer	250	00
22 Puritz	100	00
23 Riss	1000	00
24 Ross, C.	250	00
25 Ross, G.	250	00
26 Ross, S.	500	00
27 Rowland	250	00
TOTAL FROM OTHER SIDE OR ATTACHED LIST		
PLEASE RE-ENTER TOTAL HERE TOTAL	8900	00

27 Checks and other items are received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement.

8900

DOLE OCTOBER #14

Topeka, KS 66601-1986

9504368211 6

Reception
10-9-85

~~$10,650~~
10,150

MUR 2582

FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

MARJORIE P. ALLEN
30 LE MANS COURT
SHAWNEE MISSION, KS 66208

[redacted]

MUR 2582

1167

9/9 19 85

18-3
1010

PAY TO THE ORDER OF Dole For Senate $ 250 00

Two Hundred and fifty dollars DOLLARS

BOATMEN'S FIRST NATIONAL BANK OF KANSAS CITY
KANSAS CITY, MISSOURI 64183

PORTFOLIO ACCOUNT

FOR [redacted] Marjorie P. Allen

[redacted]

WANDA B. BOWMAN
1703 A STREET [redacted]
BLUE SPRINGS, MO 64015

1301

Oct 9 85

80-289/815

Pay To The Order Of Dole for Senate $250.00

Two hundred fifty DOLLARS

Pioneer Through Commerce Bank of Rolla • Rolla, MO

816/333-4375
Post Office Box 173
Kansas City, MO 64141

[redacted] Wanda B. Bowman

[redacted]

[redacted]

MR. OR MRS. RUSSELL L. BROWN
12717 OVERBROOK [redacted]
LEAWOOD, KS 66209

492

10-8- 19 85

18-3
1010

PAY TO THE ORDER OF Dole for Senate $ 250-

Two hundred fifty & no/100 DOLLARS

CharterBank
FIRST NATIONAL BANK
OF KANSAS CITY
MEMBER FDIC ☐ BOX 39 ☐ KANSAS CITY, MO 64183

FOR [redacted] Russell L Brown

[redacted]

Charles A. Ross
10748 Larsen
Overland Park, KS 66214

1257

10-8 19 85

83-331/1010

Pay to the Order of Dole For Senate $250.00

two Hundred, Fifty & NO/100 Dollars

COLLEGE BOULEVARD NATIONAL BANK

Memo [redacted] Charles A Ross

II

Gunilla Nilsson Ross
10748 Larsen
Overland Park, Ks 66210

1884

10-8 19 85

83-331/1010

PAY TO THE ORDER OF Dole for Senate $ 250 00

Two hundred fifty & 00/100 DOLLARS

COLLEGE BOULEVARD NATIONAL BANK

MEMO [redacted] Gunilla N. Ross

II

STANTON E. ROSS
11251 LOWELL AVE.
OVERLAND PARK, KS 66210

1038

10-9 19 85

83-331/1010

PAY TO THE ORDER OF Dole For Senate $500 —

Five Hundred NO/100 DOLLARS

COLLEGE BOULEVARD NATIONAL BANK

MEMO 2-Tickets [redacted]

[redacted] Stan E Ross

II

LANDON H. DR SARAH F. ROWLAND
1020 W. 52ND ST.
KANSAS CITY, MO 64112

4946

10/9 19 85

83-331/1010

PAY TO THE ORDER OF Dole for Senate $250 00

Two Hundred Fifty and NO/100 DOLLARS

UNITED MISSOURI BANK
of Kansas City, N.A.
P.O. Box 226 Kansas City, Missouri 64141

[redacted] Landon H Rowland

9504368211 8

plm

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 25, 1989

Scott Morgan, Esq.
Dole for Senate Committee
606 Merchants National Bank
Topeka, KS 66611

RE: MUR 2582

Dear Mr. Morgan:

This is in response to your letter dated January 13, 1989, which we received on January 19, 1989, requesting an extension of 14 days to respond to the first request for production of documents in the subpoena that was sent to the Dole for Senate Committee as a non-respondent witness. After considering the circumstances presented in your letter, I have granted the requested extension. Accordingly, your response is due by the close of business on February 7, 1989. The remainder of the responses are due on January 24, 1989.

If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

9504368211 19

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 25, 1989

Douglas F. Behm, Esquire
Morrison, Hecker, Curtis,
Kuder & Parrish
1102 Grand Avenue
Kansas City, MO 64106-2370

RE: MUR 2582
David C. Owen

Dear Mr. Behm:

This is in response to your letter dated January 19, 1989, requesting an extension of time in which to respond to the Commission's subpoena to produce documents by January 13, 1989. After considering the circumstances presented in your letter, I have granted an extension of twenty days. Accordingly, your response is due by the close of business on February 2, 1989.

If you have any questions, please contact Dan Blessington of this Office at (202) 376-5690.

Sincerely,

Lawrence M. Noble
General Counsel

9504368210

Stanley Bank
P.O. BOX 23008 STANLEY, KS 66223

HAND DELIVERED
RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM
89 JAN 30 AM 10:28

AREA CODE 913
681-8800

January 27, 1989

General Counsel
Federal Election Commission
999 "E" Street, N.W.
Washington, D.C. 20463

Re: MUR 2582

Good Morning:

In response to your letter of January 11, 1989, received January 13, 1989, which enclosed a subpoena to Produce Documents, Order to Submit Written Answers, dated December 22, 1988, we provide the following:

Item 1: List of accounts maintained at Stanley Bank by or in behalf of David C. Owen with number, date opened and date closed, is enclosed.

Item 2: Copies of signature cards and related purpose documents, if any, of each account in Item 1 are enclosed.

Item 3: Copies of bank statements, checks, deposit slips and other activity documents, if any, on account for August, September and October of 1984, are enclosed.

Item 4: Copies of bank statements for nineteen accounts in Item 1 from inception to present are partially enclosed, with the remaining still being researched. We respectfully request your review of the necessity, appropriateness, and cost/benefits relations of this order.

Item 5: No documents in connection with other financial institutions are provided due to the impracticality. If you were to provide us with dates and points of reference, maybe we could locate something.

Nancy Taylor, Stanley Bank Cashier, and Cathe Magee, an employee, performed the research and hereby certify that the copies enclosed are true copies of the originals and that the account list is complete to the best of their knowledge.

Nancy Taylor 1/27/89
Cathe Magee 1/27/89

If we can be of further assistance, please advise.

Sincerely,

Joe Jackson
President

Member Federal Deposit Insurance Corporation

89 JAN 30 PM 2:52

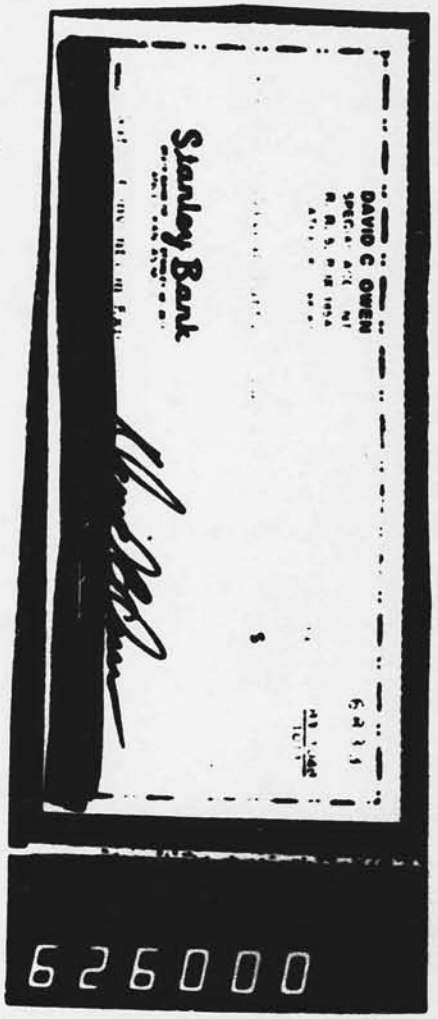
9504368211

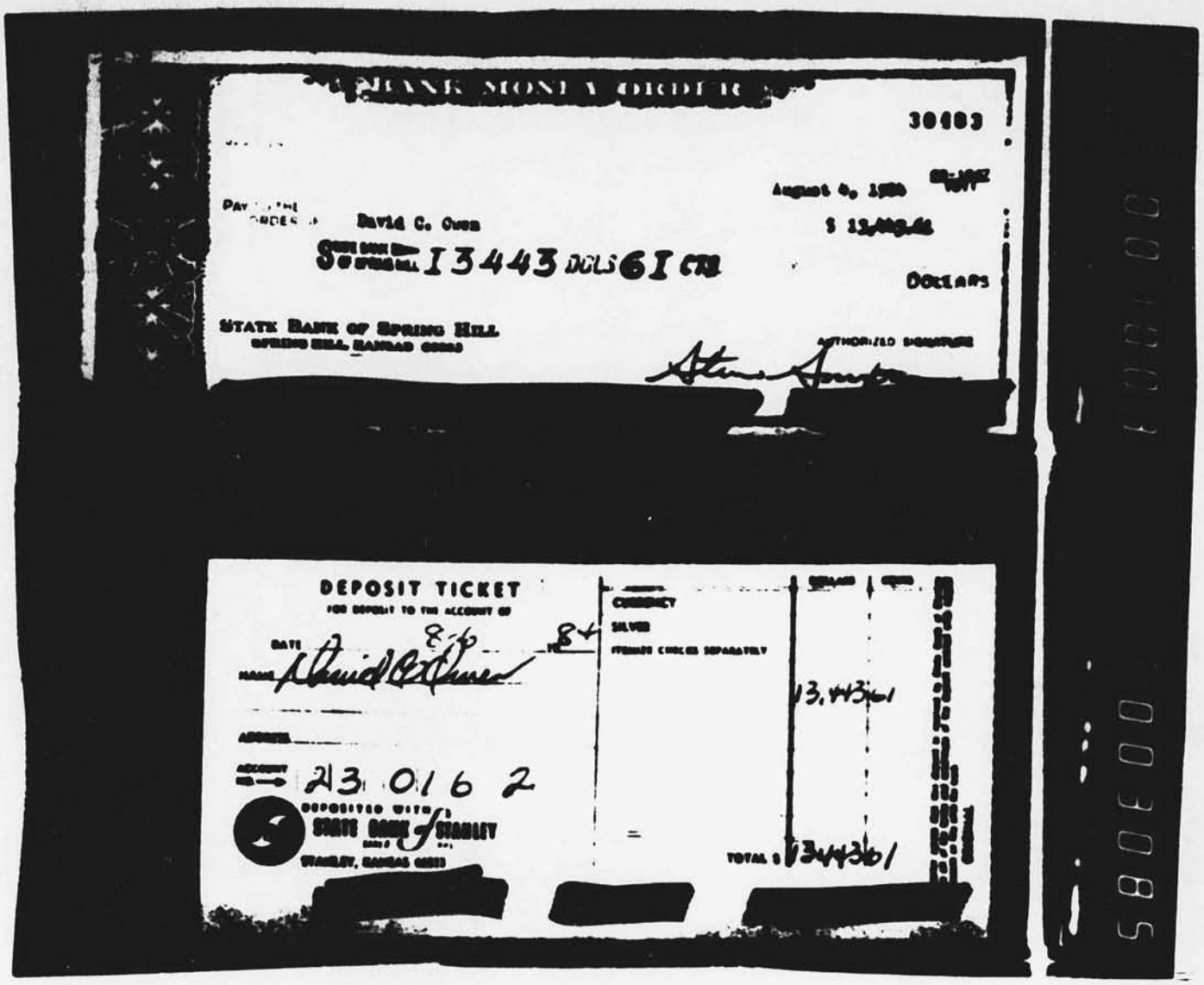
Item 1:

Name	Date Opened	Date Closed
Melissa Owen Minors Trust	02/02/78	03/88
Deborah Owen Minors Trust	02/02/78	03/88
Elizabeth Owen Minors Trust	02/02/78	03/88
Elizabeth Owen Minors Trust	06/18/81	10/22/85
Melissa Owen Minors Trust	03/09/85	10/24/88
David Owen	11/16/87	02/01/88
GOW Partnership	11/04/83	Present
David Owen Special	07/21/78	06/16/80
Reopened	04/27/81	Present
Elizabeth H. Dole	09/23/83	11/23/84
Dole for Senate	01/10/83	06/04/84
Golfun Productions, Inc.	08/31/83	01/29/86
Golfun Productions, Inc. Bus	02/21/84	01/08/86
Owen & Associates	05/17/85	Present
Mrs David Owen	03/17/78	11/02/88
Los Lagos #72	04/07/84	Present
Beverly Owen	05/06/85	09/02/88
Beverly Owen Bus.	03/09/85	Present

95043682122

9504368212 3





BANK MONEY ORDER

30483

August 6, 1958

Pay to the order of David C. Owen

$ 13,443.61

Dollars

STATE BANK OF SPRING HILL
SPRING HILL, KANSAS

Authorized Signature

DEPOSIT TICKET

FOR DEPOSIT TO THE ACCOUNT OF

DATE 8-6-58

NAME David C. Owen

ADDRESS

ACCOUNT NO. 23,016 2

DEPOSITED WITH STATE BANK of STANLEY
STANLEY, KANSAS

CURRENCY

SILVER

SEPARATE CHECKS SEPARATELY

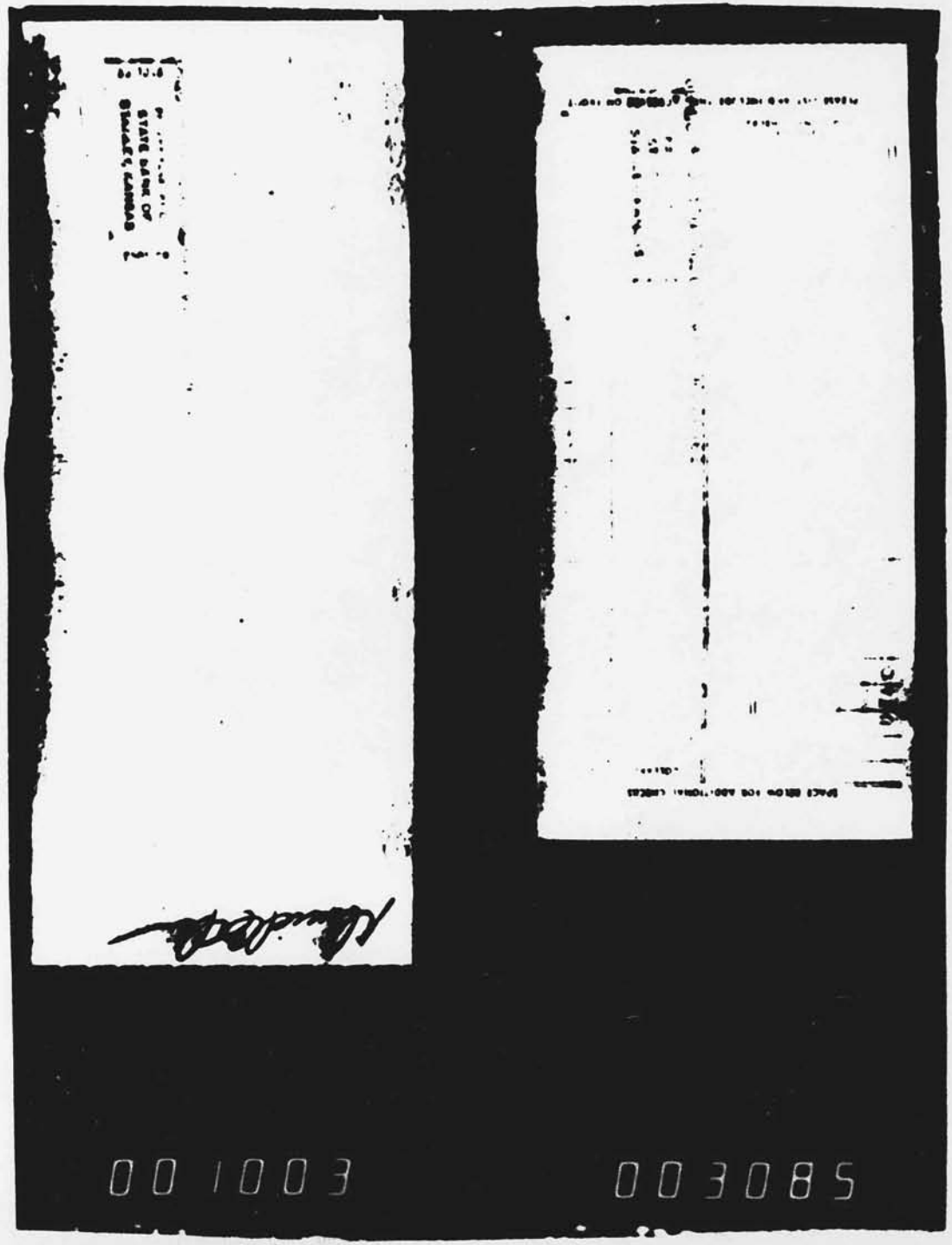
13,443 61

TOTAL $ 13,443 61

580800 108100

9504368211 24

9504368212 5



00 1003

003085

950436821126

DAVID C. OWEN SPECIAL ACCOUNT
R. R. 2, BOX 108A
CLAYTON, N.C. 27527

1437

8/ 1994

PAY TO THE ORDER OF Lonnie Horton Chevrolet $13.49

Thirteen Thousand Four Hundred Forty Nine and 49/100 DOLLARS

STATE BANK of STANLEY
STANLEY, NORTH CAROLINA

STANLEY BANK CLUB MEMBER

David C. Owen

E61500

E61500

DEPOSIT ONLY
CLAYTON CHEVROLET

6883

8-6 1994

Lonnie Horton Chevrolet $ 100.00

One Hundred and No/100 DOLLARS

Stanley Bank

David C. Owen

H45100

H45100

9504368210127

DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 105A
OLATHE, KS 66061

6884

Aug 29, 1994

PAY TO THE ORDER OF Mrs. David C. Owen ---------- $ 1,100.00

One Thousand One Hundred and no/100---------- DOLLARS

Stanley Bank

021200

021200

DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 105A
OLATHE, KS 66061

6885

8-11 1994

PAY TO THE ORDER OF Beth Owen trust $ 13.00

Thirteen Thousand Two Hundred and 7/00 DOLLARS

Stanley Bank

L55200

L55200

950436821128

DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 6, BOX 186A
OLATHE, KS 66061

6092

8-15 19 94

Elizabeth Owen Trust
Five Thousand and no/100

Stanley Bank

400100

400100

865200

DAVID C. OWEN
SPECIAL ACCOUNT

6094

Aug. 19 94

Association

Stanley Bank

865200

865200

SEP 01 1994

SOU

9504308219

DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 109A
OLATHE, KS 66061

6880

Stanley Bank

2001 00

2001 00

DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 109A
OLATHE, KS 66061

6881

8-3

Stanley Bank

5014 00

5014 00

BERTH ANN OWEN

347

8-11 54

$13443/61

Thirteen Thousand Four Hundred Forty-three and 61/100

STATE BANK of STANLEY

STANLEY, KANSAS 66223

DEPOSIT TICKET

FOR DEPOSIT TO THE ACCOUNT OF

DATE 8-10 84

NAME Berth Owen

ADDRESS

ACCOUNT NO 23 0162

DEPOSITED WITH STATE BANK of STANLEY

STANLEY, KANSAS 66223

	DOLLARS	CENTS
CURRENCY		
SILVER		
ITEMIZE CHECKS SEPARATELY	13443	61
TOTAL $	13443	61

ORIGINAL

E001100 555200

950436821130

E001100 555200

950436821131

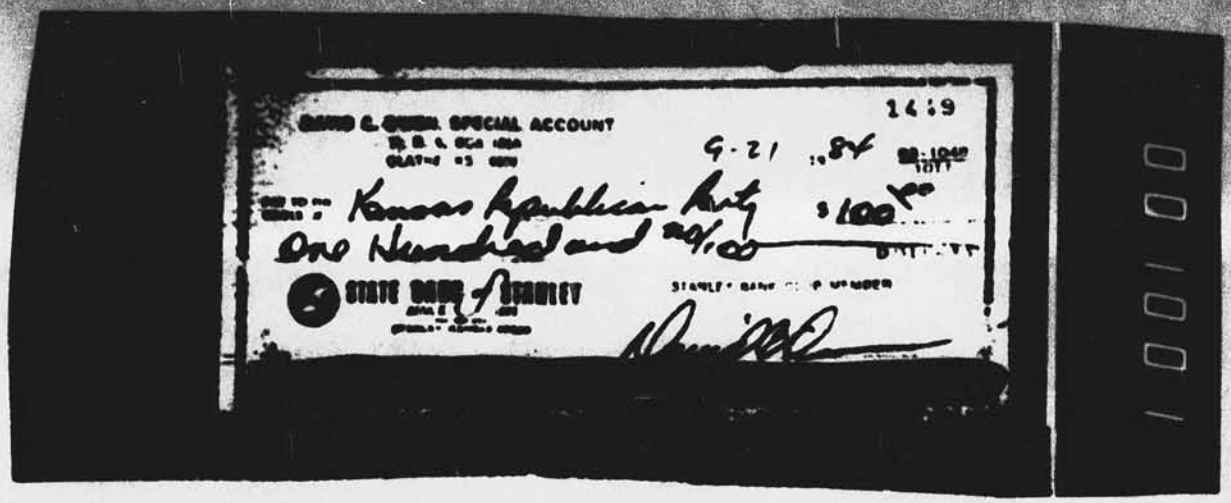
865400 E001003

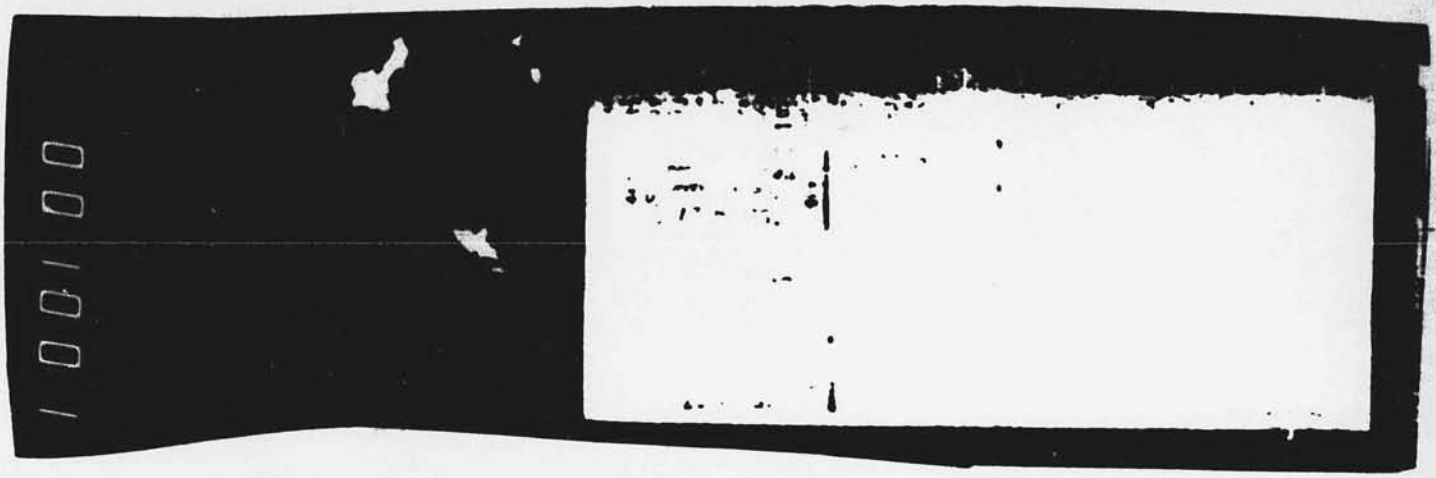
865400 E001003

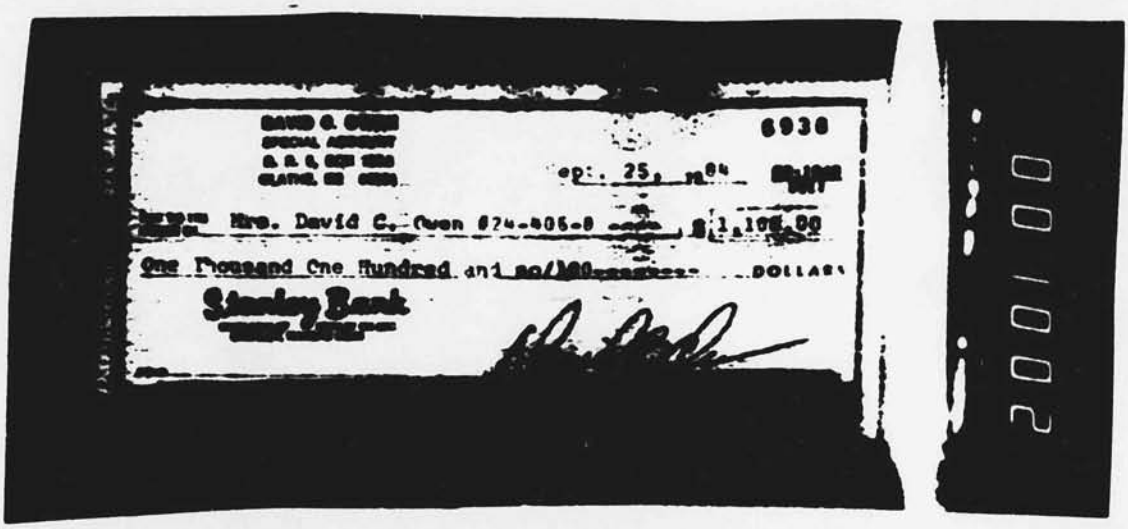
DEPOSIT TICKET

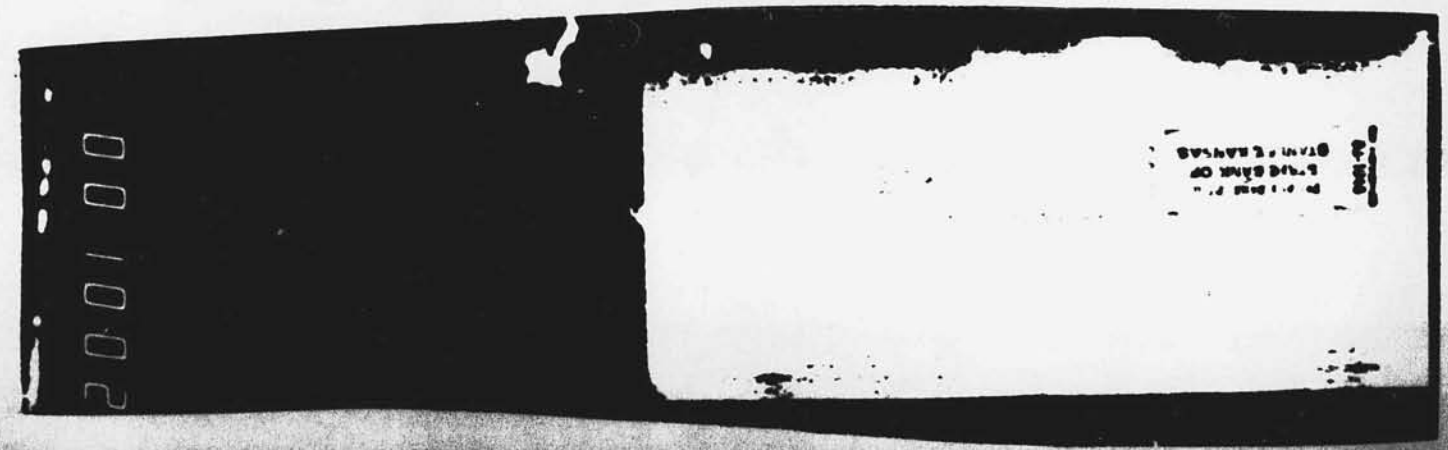
865400 E001003

865400 E001003









95043682132

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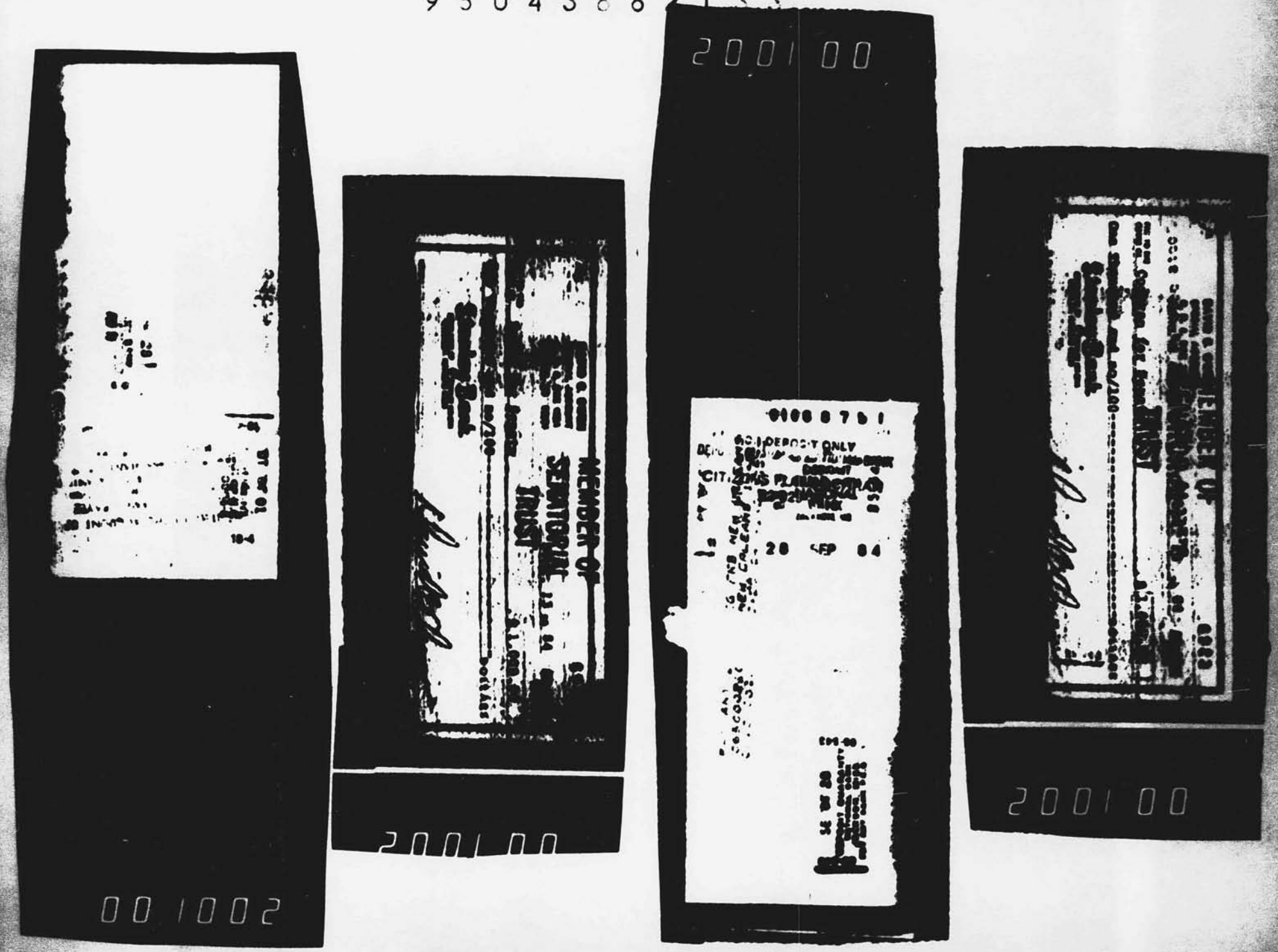
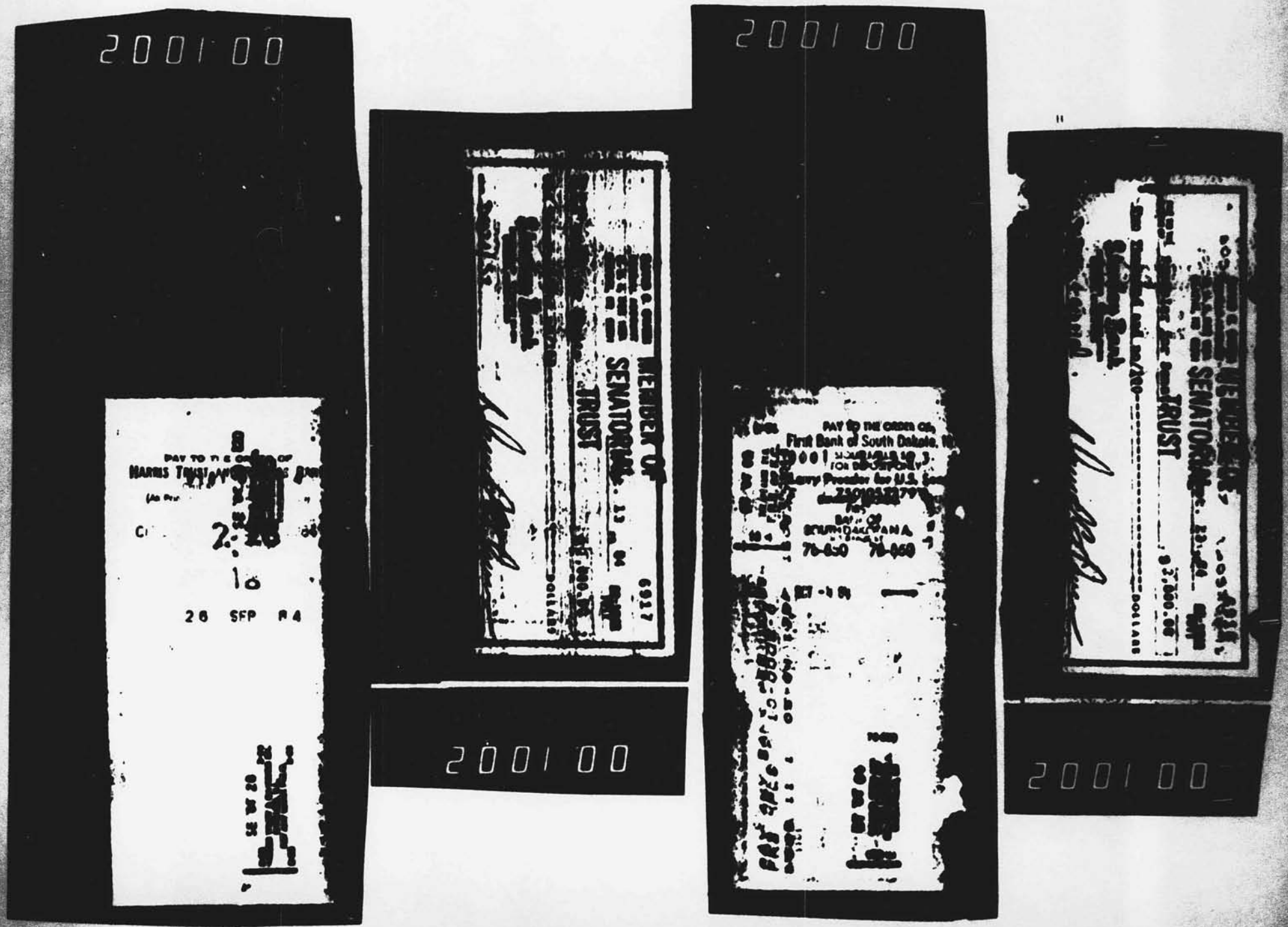


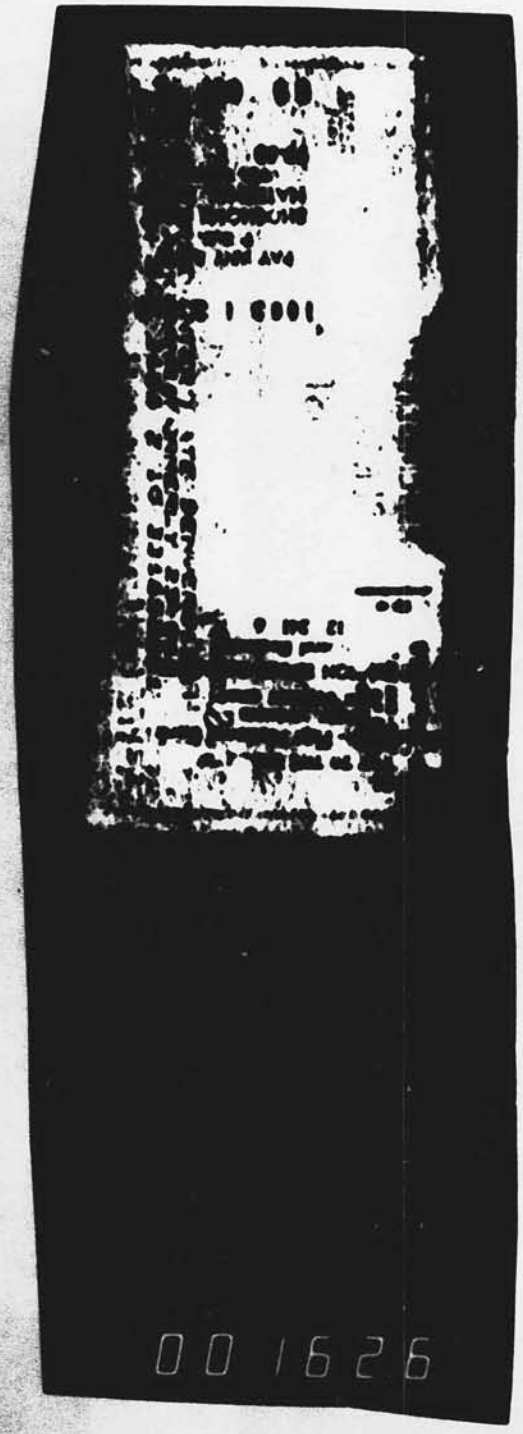
MEMBER OF
SENATORIAL
TRUST
$1,000.00
DOLLARS
Stanley Bank
MEMBER OF
SENATORIAL
TRUST
DOLLARS
Bank

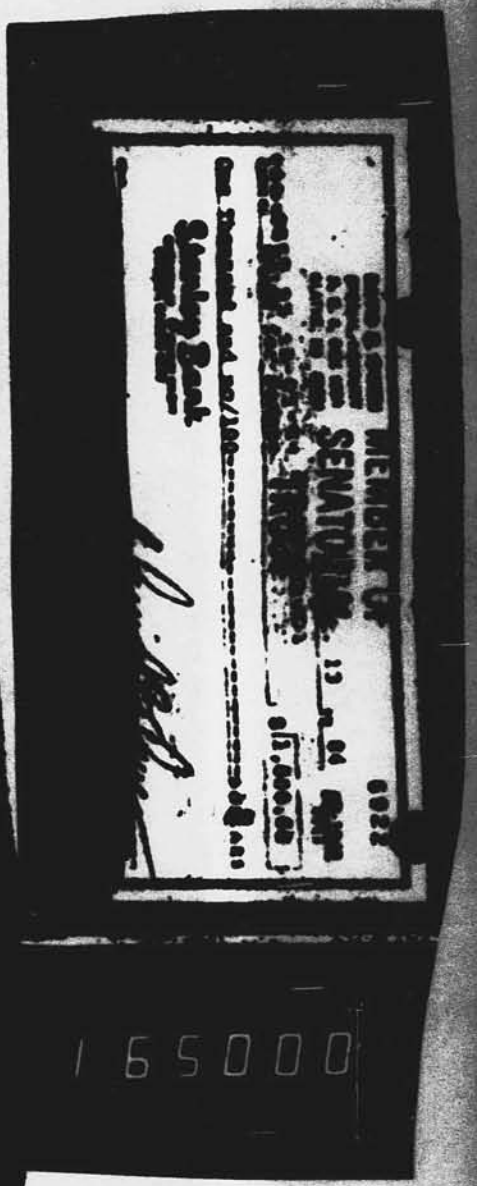
950436821134

9504368213 5

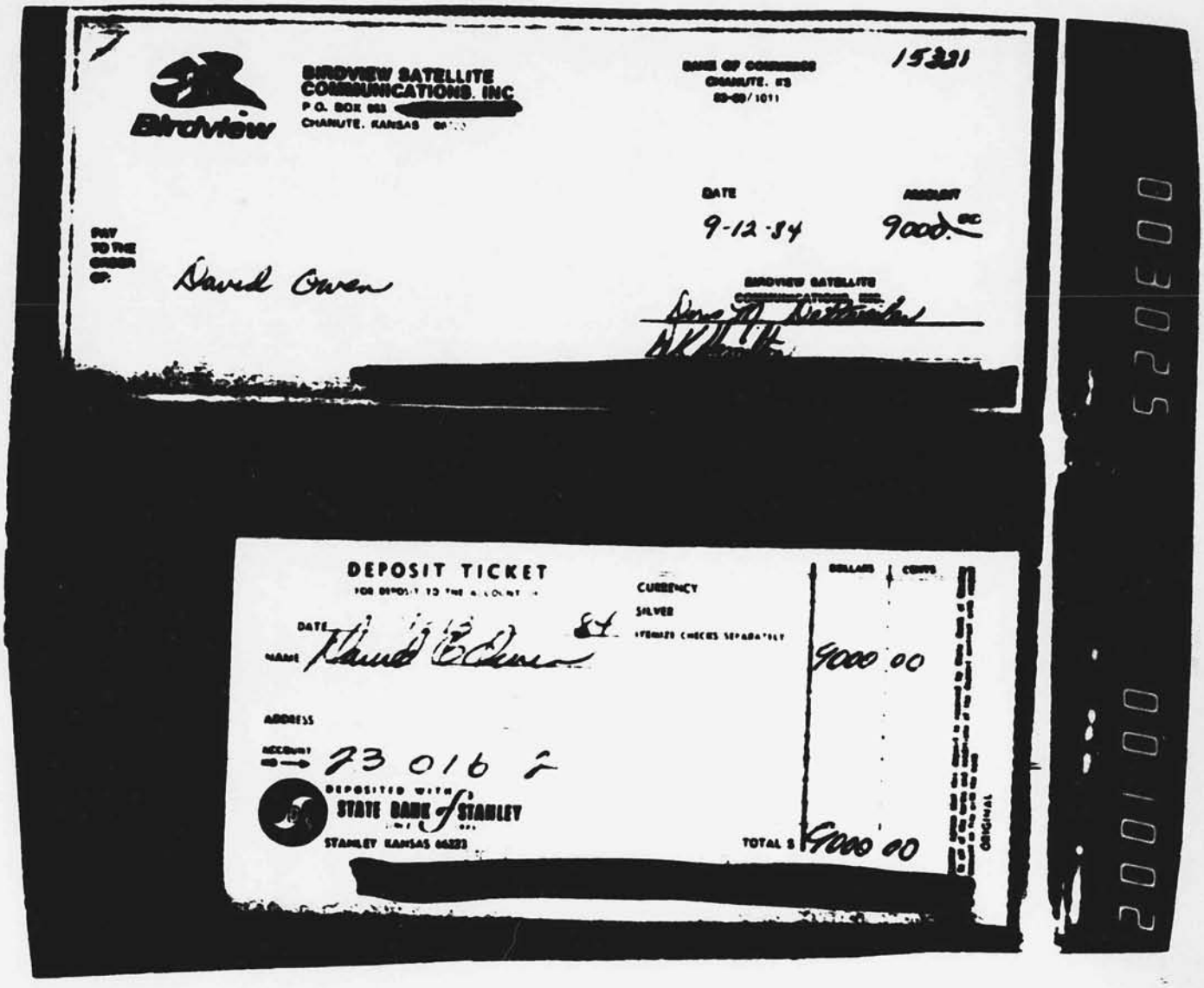


9504368213 6





9 5 0 4 3 6 8 2 1 3 7



BIRDVIEW SATELLITE COMMUNICATIONS, INC
P.O. BOX 883 [redacted]
CHANUTE, KANSAS [redacted]

BANK OF COMMERCE
CHANUTE, KS
89-99/1011

15231

DATE 9-12-84

AMOUNT 9000.00

PAY TO THE ORDER OF David Owen

BIRDVIEW SATELLITE COMMUNICATIONS, INC.

[redacted]

DEPOSIT TICKET

FOR DEPOSIT TO THE ACCOUNT OF

DATE 84

NAME David E Owen

ADDRESS

ACCOUNT NO. 73 016 2

DEPOSITED WITH STATE BANK of STANLEY

STANLEY KANSAS 66223

CURRENCY

SILVER

ITEMIZE CHECKS SEPARATELY

DOLLARS	CENTS
9000	00

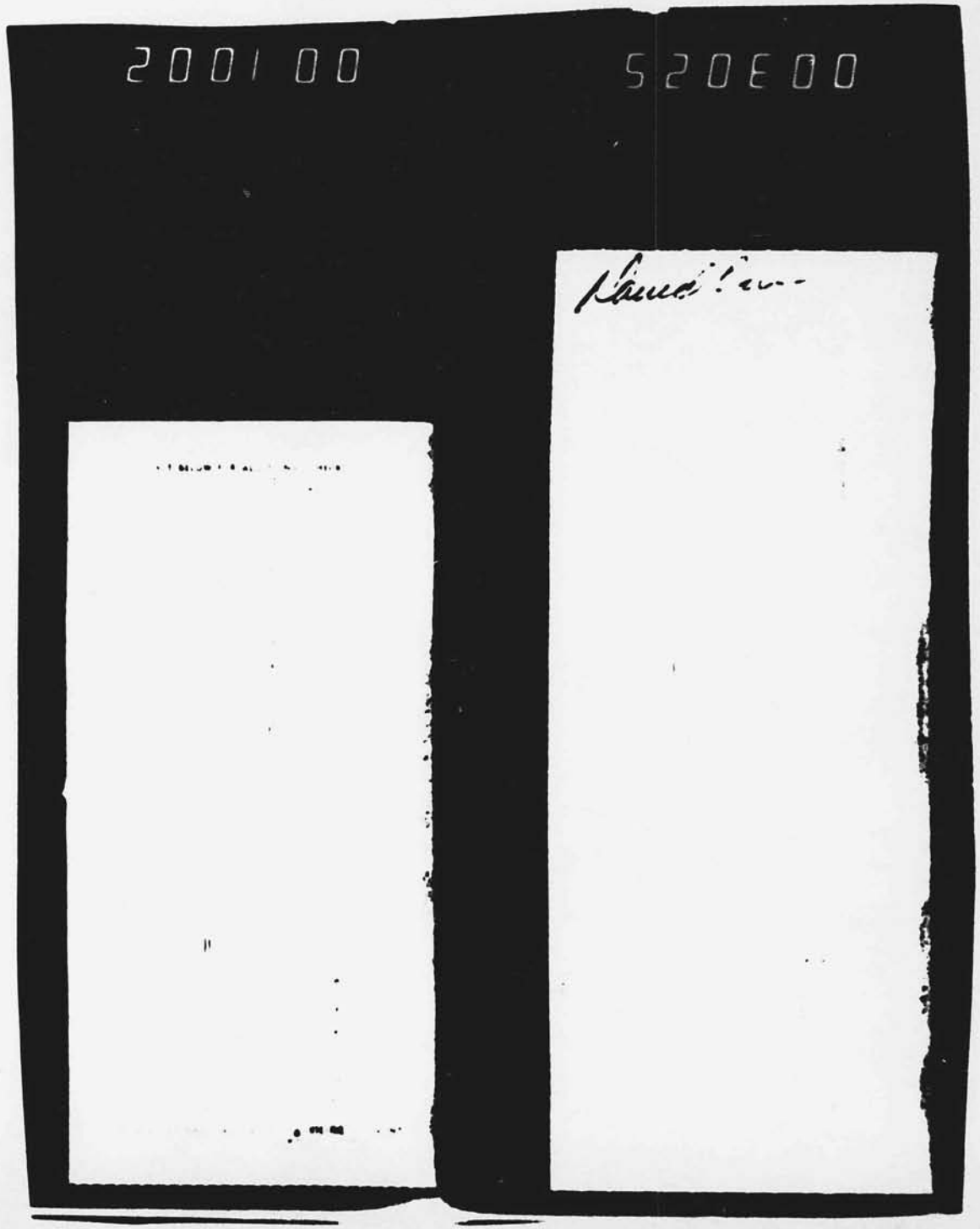
TOTAL $ 9000 00

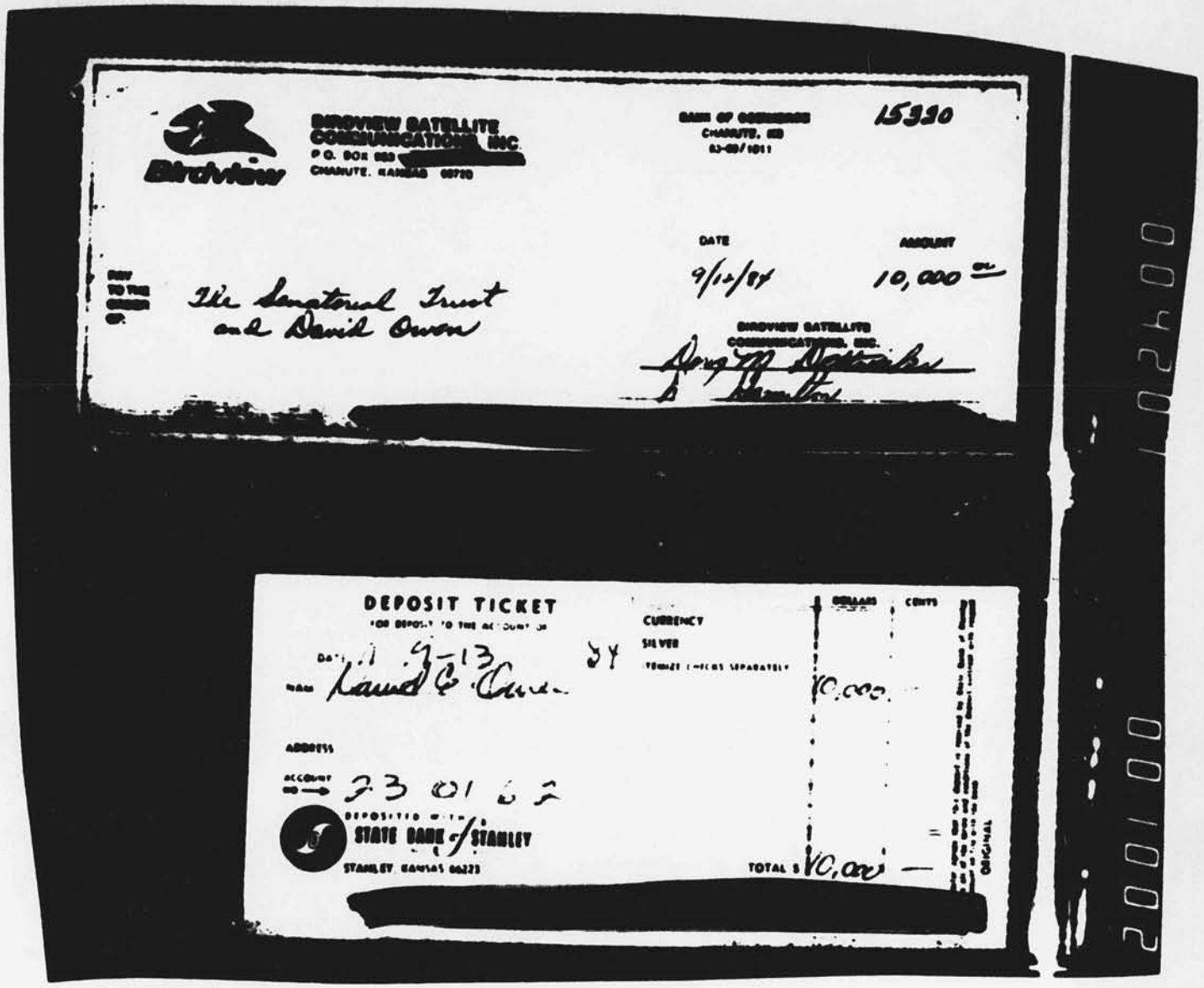
ORIGINAL

00025 00 1002

9504368213 8

9504368213 9





BIRDVIEW SATELLITE COMMUNICATIONS, INC.
P.O. BOX [redacted]
CHANUTE, KANSAS 66720

15990

DATE 9/12/84

AMOUNT 10,000 00

PAY TO THE ORDER OF The Senatorial Trust and David Owen

BIRDVIEW SATELLITE COMMUNICATIONS, INC.

DEPOSIT TICKET

FOR DEPOSIT TO THE ACCOUNT OF

DATE 9-13-84

NAME Senatorial Trust

ADDRESS

ACCOUNT NO 23016

DEPOSITED WITH STATE BANK of STANLEY
STANLEY, KANSAS 66223

CURRENCY

SILVER

SEPARATE CHECKS SEPARATELY

DOLLARS 10,000

CENTS

TOTAL $ 10,000

ORIGINAL

950436821140

200100 102400

9504368214 1

2001 00

1 02h 00

Ms Spatial trust
Liquid Asset

MUR 1684

STATEMENT OF DESIGNATION OF COUNSEL

MUR 2582

NAME OF COUNSEL: Larry G. Chipman

ADDRESS: 4317 So River
Independence MO
64055

TELEPHONE: 816-373-7379

RECEIVED FEC
10:51

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

Jan 26, 1989
Date

Wanda B. Bowman
Signature

RESPONDENT'S NAME: Wanda B Bowman

ADDRESS: Rt 2 Box 7
Blue Springs, Mo 64015

HOME PHONE:

BUSINESS PHONE: 913-491-3280

9504368214 2

OGC 1688
Mun 2582

FILED
RUSSELL L. BRENNER, CLERK
JAN 27 1989
U.S. COURT OF BANKRUPTCY
L Carter Deputy

BK 10
(Rev. 6/82)

United States Bankruptcy Court

For the _____ District of _____

In re

BIRDVIEW SATELLITE COMMUNICATIONS INC.

Case No. 86-41150 -11

Debtor

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

TO: Birdview Satellite Communications Inc., 908 W. Chestnut, Chanute, KS 66720
Karen Wedel, One Glenwood Place, Suite 100, Overland Park, KS 66212
Mark Stingley, P.O. Box 26010, Kansas City, MO 64196
Cecilia A. Mowatt, Securities & Exchange Commission, 219 S. Dearborn, Rm. 1204 Chicago, IL 60604
Michael A. Berman, Office of General Counsel, Securities & Exchange Commission, 450 5th St., N.W., Washington, D.C. 20549
F. Stannard Lentz, 9260 Glenwood, P.O. Box 12167, Overland Park, KS 66212
Robert L. Baer, 1100 Bank IV Tower, Topeka, KS 66603
Sheldon Solow, 30 S. Wacker Dr., 29th Flr., CHicago, IL 60609
U.S. Trustee's Office, 401 N. Market, Rm. 180, Wichita, KS 67202
and all persons requesting notice

RECEIVED
FEDERAL ELECTION COMMISSION
89 JAN 30 PM 2:55

NOTICE IS HEREBY GIVEN THAT A PRETRIAL CONFERENCE HAS BEEN SCHEDULED FOR HEARING ON THE 27th DAY OF FEBRUARY, 1989 AT 4:20 P.M. IN THE U.S. BANKRUPTCY COURT, U.S. COURTHOUSE, 492 FEDERAL BUILDING, 444 S.E. QUINCY, TOPEKA, KANSAS 66683.

In Re - MOTION OF SECURITY PACIFIC BUSINESS CREDIT, INC. FOR RECONSIDERATION; AMENDMENT OR ORDER; AND RELIEF FROM JUDGMENT OR ORDER DATED 1/4/89 DENYING ATTORNEYS' FEES

JAMES A. PUSATERI
U.S. BANKRUPTCY JUDGE

By: L Carter
Deputy Clerk

[Seal of the U.S. Bankruptcy Court]

Date of issuance: 1-27-89

(Attach second page, if additional space is required.)

9504368214 3

OGC 1712

National Republican Senatorial Committee

SENATOR DON NICKLES
CHAIRMAN

DOYCE BOESCH
EXECUTIVE DIRECTOR

February 1, 1989

89FEB-1 PM 4:00
RECEIVED
FEDERAL ELECTION COMMISSION

Lawrence M. Noble, Esquire
General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

RE: MUR 2582

Dear Mr. Noble:

Enclosed please find the response to the third party subpoena issued to the National Republican Senatorial Committee (NRSC) in the above captioned matter. This filing represents all the documents in the NRSC's possession that respond to this subpoena.

Sincerely,

Benjamin L. Ginsberg

enclosure

cc: Susan Beard, Esq.

9504368214

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of:

Federal Election Commission Investigation	))	MUR 2582

Interrogatories and Request for Production of Documents

James L. Hagen, Treasurer of the National Republican Senatorial Committee ("NRSC"), answers the Federal Election Commission's Interrogatories and Request for Production of Documents to the NRSC as follows:

1. Produce all documents, including but not limited to financial instruments, internal memoranda and correspondence, that relate, refer or pertain to David C. Owen, a resident of Kansas, who made contributions to the National Republican Senatorial Committee in 1984, and may have made contributions at other times as well.

Response: All documents in the possession of the NRSC that are requested in the subpoena are attached hereto.

2. Describe, in detail, the role between the National Republican Senatorial Committee and the Republican Senatorial Trust.

Response: The Republican Senatorial Trust is a major donor club that is a part of the NRSC. Individuals become members of the Trust through annual contributions of $10,000 either directly to the NRSC or to Republican senatorial candidates. The Trust is not a separate legal entity. All expenditures for Trust programs are made by the NRSC and all contributions to the Trust are deposited in an NRSC account and reported to the Federal Election Commission on the NRSC's reports.

9504368245

The above statements are true to the best of my knowledge and belief.

James L. Hagen

James L. Hagen
Treasurer

District of Columbia

Subscribed to and sworn to before me this 1 day of February 1989.

Lora C. Guiler

Notary Public

My Commission Expires: July 14, 1992

95043682146

9504368214 7

April 7, 1978

Mr. David C. Owen
Chairman of the Board and
President
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

Dear Dave:

Thank you for your generous contribution of $1,000 to the Republican Senatorial Trust. I alsonwant to thank you for recruiting the contributors from your group.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 38 Republicans, this means that almost half of our seats are up for election.

However, electing incumbents is only half of our job. The other is capturing seats presently held by Democrats, especially those that are regarded as vulnerable.

We don't promise miracles, but we do promise that your contribution will be carefully managed and go directly to Republican candidates for the United States Senate.

Again, many thanks.

Cordially,

Bob Packwood
Chairman

BP:mm

95043682148

April 7, 1978

Mr. David C. Owen
Chairman of the Board and
President
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

Dear Dave:

Thank you for your generous contribution of $1,000 to the Republican Senatorial Trust. I alsonwant to thank you for recruiting the contributors from your group.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 38 Republicans, this means that almost half of our seats are up for election.

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We don't promise miracles, but we do promise that your contribution will be carefully managed and go directly to Republican candidates for the United States Senate.

Again, many thanks.

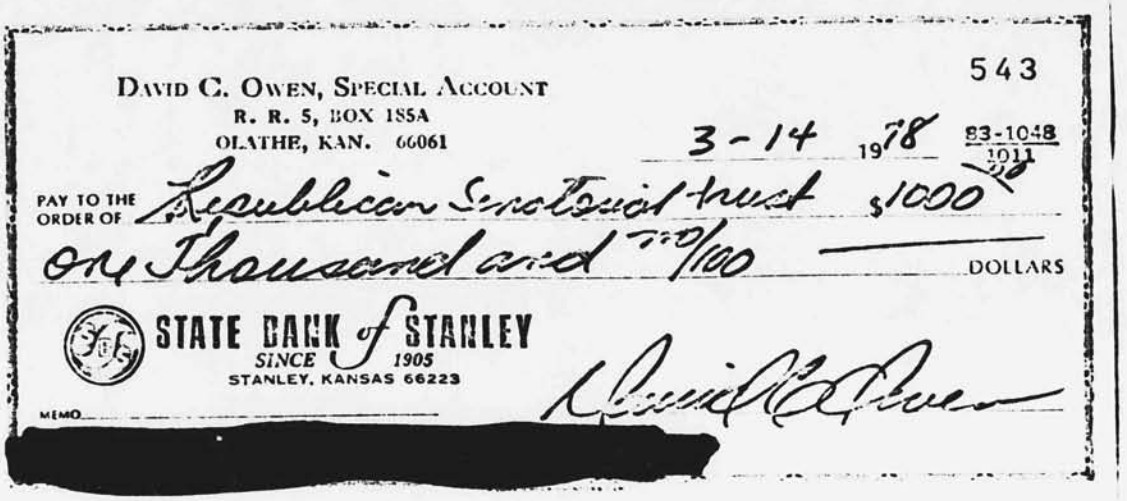
Cordially,

Bob Packwood
Chairman

BP:mm

David C. Owen
P. O. Box 8
Stanley, Kansas
(business)

Chairman of the Board & Pres.
State Bank of Stanley



543

DAVID C. OWEN, SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KAN. 66061

3-14 19 78 83-1048/1011

PAY TO THE ORDER OF Republican Senatorial Trust $1000

One Thousand and no/100 DOLLARS

STATE BANK of STANLEY
SINCE 1905
STANLEY, KANSAS 66223

MEMO

[redacted]

David C. Owen

95043682149

9504368215O

April 7, 1978

Mr. Henry W. Bloch
6400 Wenonga Terrace
Shawnee Mission, Kansas 66208

Dear Mr. Bloch:

Thank you for your generous contribution of $1,000 to the Republican Senatorial Trust.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 38 Republicans, this means that almost half of our seats are up for election.

However, electing incumbents is only half of our job. The other is capturing seats presently held by Democrats, especially those that are regarded as vulnerable.

We don't promise miracles, but we do promise that your contribution will be carefully managed and go directly to Republican candidates for the United States Senate.

Again, many thanks.

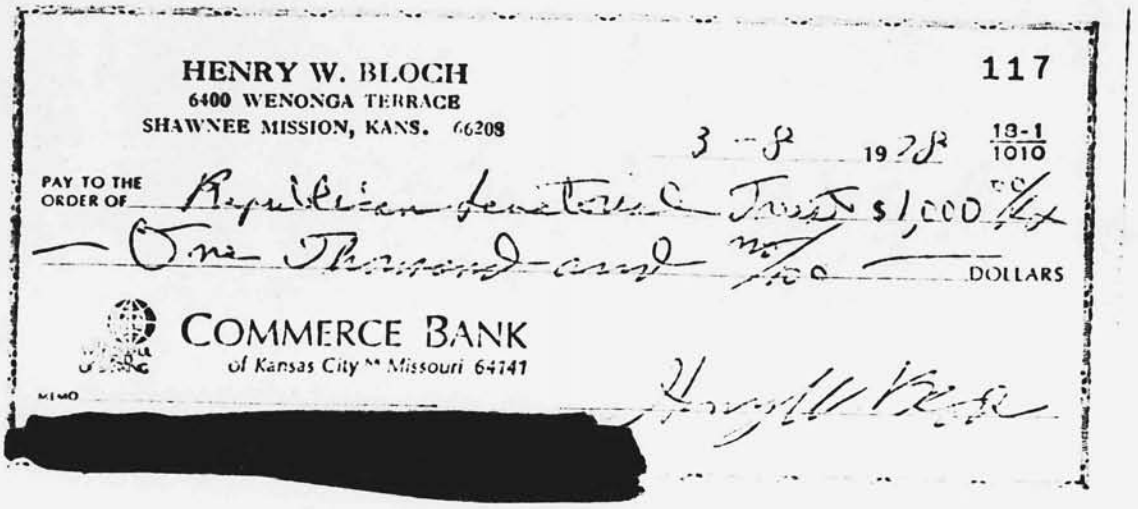
Cordially,

Bob Packwood
Chairman

BP:mm

Henry W. Bloch
6400 Wenonga Terrace
Shawnee Mission, Kansas 66208
(home)

President
H & R Bloch
Kansas City, Missouri



HENRY W. BLOCH
6400 WENONGA TERRACE
SHAWNEE MISSION, KANS. 66208

117

3-8 19 78 10-1/1010

PAY TO THE ORDER OF Republican Central Trust $1,000 00/xx

One Thousand and no/100 DOLLARS

COMMERCE BANK
of Kansas City Missouri 64141

MEMO

[redacted]

950436821 51

9504368215 2

April 7, 1978

Mr. Redman Callaway
8811 Prospect Avenue
Kansas City, Missouri 64132

Dear Mr. Callaway:

Thank you for your generous contribution of $500 to the Republican Senatorial Trust.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 38 Republicans, this means that almost half of our seats are up for election.

However, electing incumbents is only half of our job. The other is capturing seats presently held by Democrats, especially those that are regarded as vulnerable.

We don't promise miracles, but we do promise that your contribution will be carefully managed and go directly to Republican candidates for the United States Senate.

Again, many thanks.

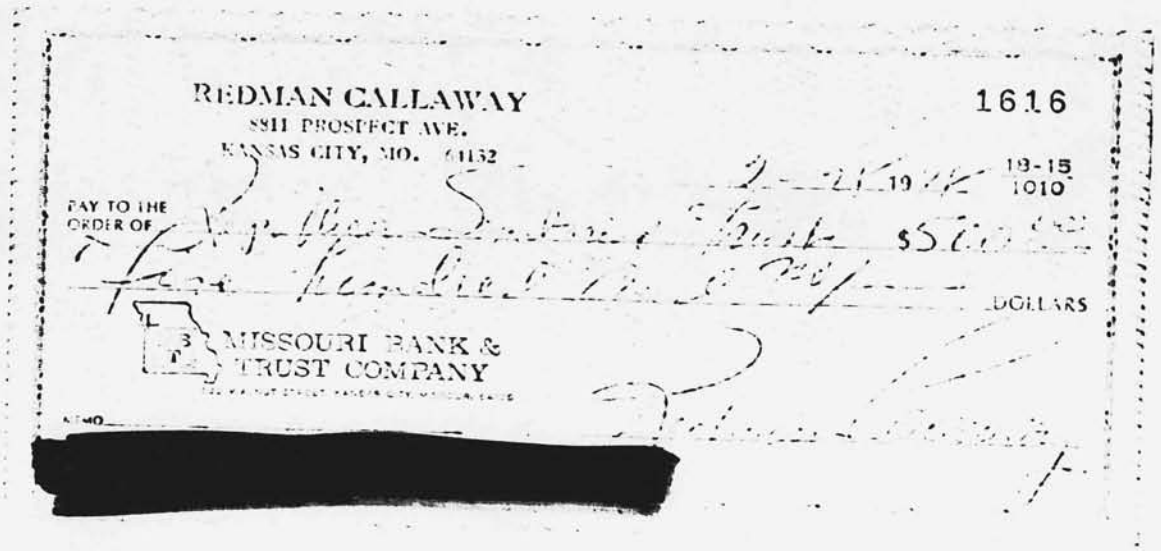
Cordially,

Bob Packwood
Chairman

BP:mm

Redman Callaway
8811 Prospect Ave.
Kansas City, MO
(home)

Chairman of the Board
Labconco, Inc.
Kansas City, MO


REDMAN CALLAWAY
8811 PROSPECT AVE.
KANSAS CITY, MO. 64132

1616

19-15
1010

PAY TO THE ORDER OF

DOLLARS

MISSOURI BANK & TRUST COMPANY

MEMO

[redacted]

9504368215 3

April 24, 1978

Mr. Joseph B. Gregg
Morrison, Gregg, Mitchell Grain Company
4800 Main Street
Kansas City, Missouri 64112

Dear Mr. Gregg:

Thank you for your generous contribution of $1,000 to the Republican Senatorial Trust.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 38 Republicans, this means that almost half of our seats are up for election.

However, electing incumbents is only half of our job. The other is capturing seats presently held by Democrats, especially those that are regarded as vulnerable.

We don't promise miracles, but we do promise that your contribution will be carefully managed and go directly to Republican candidates for the United States Senate.

Again, many thanks.

Cordially,

Bob Packwood
Chairman

BP:gbc

9504368215 4

April 24, 1978

Mr. Joseph B. Gregg
Morrison, Gregg, Mitchell Grain Company
4800 Main Street
Kansas City, Missouri 64112

Dear Mr. Gregg:

Thank you for your generous contribution of $1,000 to the Republican Senatorial Trust.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 38 Republicans, this means that almost half of our seats are up for election.

However, electing incumbents is only half of our job. The other is capturing seats presently held by Democrats, especially those that are regarded as vulnerable.

We don't promise miracles, but we do promise that your contribution will be carefully managed and go directly to Republican candidates for the United States Senate.

Again, many thanks.

Cordially,

Bob Packwood
Chairman

BP:gbc

9504368215 5

MORRISON - GREGG - MITCHELL GRAIN COMPANY
4800 MAIN STREET / SUITE 458 / KANSAS CITY, MISSOURI 64112 / (816) 931-7756

April 4, 1978

National Republican Senatorial Committee
227 Massachusetts Avenue, N.E.
Washington, D.C. 20002

ATTENTION Gracia Barker-Cross

I am returning my check to you made out to the Republican Senatorial Trust. We are not a corporation but a partnership, so this check was charged to my personal account so it is perfectly legal.

Sincerely,

Joseph B. Gregg

JBG:blw

Enclosure

9504368215 6

29334

MORRISON-GREGG-MITCHELL GRAIN CO.
4800 MAIN STREET
KANSAS CITY, MISSOURI 64112

Mar 7 19 78 19-1 1010

PAY TO THE ORDER OF Republican Senatorial Trust $1000 00

M.G.M. GRAIN CO. 1000 00 DOLLARS

COMMERCE BANK
of Kansas City N.A. Missouri 64141

MORRISON-GREGG-MITCHELL GRAIN CO.

[redacted]

Mary Lou Linda

March 28, 1978

Mr. Joseph B. Gregg
Morrison, Gregg, Mitchell Grain Company
4800 Main Street
Kansas City, Missouri 64112

Dear Mr. Gregg:

We are returning your check made payable to the Republican Senatorial Trust because Federal law prohibits us from accepting corporate checks.

To comply with the Federal statute, could you please issue another check on your personal account?

We apologize for any inconvenience.

Cordially,

Gracia Barker-Cross
Senatorial Trust Program

9504368215 7

Joseph B. Gregg — Partner
Morrison, Gregg, Mitchell
Grain Co.
4800 Main Street
Kansas City, MO 64112
(business)

9504368215 8

MORRISON-GREGG-MITCHELL GRAIN CO.
4800 MAIN STREET
KANSAS CITY, MISSOURI 64112

29334

Pay 2 19 78 10-1 1010

PAY TO THE ORDER OF Republican National Bank $1000 00

DOLLARS

COMMERCE BANK
of Kansas City, Missouri

[redacted]

Joseph B. Gregg
Morrison, Gregg, Mitchell
Grain Co.
4800 Main Street
Kansas City, MO 64112
(business)

Partner

950436821159

Mary Lou Smith

MORRISON-GREGG-MITCHELL GRAIN CO.
4800 MAIN STREET
KANSAS CITY, MISSOURI 64112

29334

March 7 19 78 18-1 1010

PAY TO THE ORDER OF Republican Senatorial Fund $1000 00

MORRISON-GREGG-MITCHELL GRAIN CO.

DOLLARS

COMMERCE BANK
of Kansas City, Missouri 64141

[redacted]

9504368216O

April 7, 1978

Mr. Paul H. Hensen
P. O. Box 11315
Kansas City, Missouri 64112

Dear Mr. Hensen:

Thank you for your generous contribution of $1,000 to the Republican Senatorial Trust.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 33 Republicans, this means that almost half of our seats are up for election.

However, electing incumbents is only half of our job. The other is capturing seats presently held by Democrats, especially those that are regarded as vulnerable.

We don't promise miracles, but we do promise that your contribution will be carefully managed and go directly to Republican candidates for the United States Senate.

Again, many thanks.

Cordially,

Bob Packwood
Chairman

BP:mm

Paul H. Hensen
P. O. Box 11315
Kansas City, MO 64112
(home)

Chairman of the Board
United Telecommunications Inc.
Kansas City, Kansas

P. H. HENSON
P. O. BOX 11315
KANSAS CITY, MO. 64112

5816

5/11 19 78 13-69/1010

PAY TO THE ORDER OF Republican Industrial Trust $ 1,000.00

One Thousand and 00/100 DOLLARS

united missouri bank
of kansas city, national association
Kansas City, Missouri 64141

361

MEMO [redacted]

P. H. Henson

9504368211611

9504368216 2

April 7, 1978

Mr. Alfred J. Hoffman
6701 High Drive
Shawnee Mission, Kansas 66208

Dear Mr. Hoffman:

Thank you for your generous contribution of $500 to the Republican Senatorial Trust.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 38 Republicans, this means that almost half of our seats are up for election.

However, electing incumbents is only half of our job. The other is capturing seats presently held by Democrats, especially those that are regarded as vulnerable.

We don't promise miracles, but we do promise that your contribution will be carefully managed and go directly to Republican candidates for the United States Senate.

Again, many thanks.

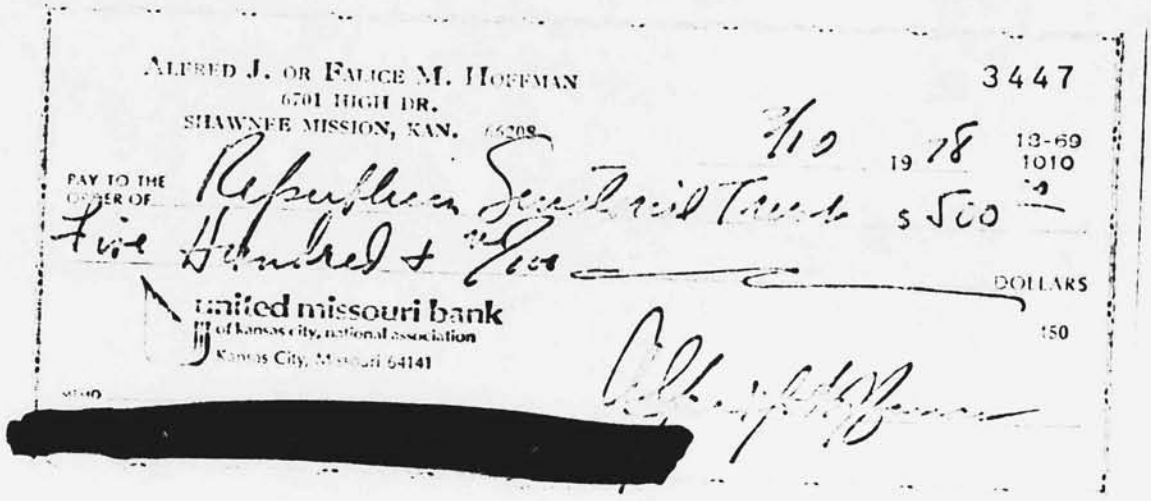
Cordially,

Bob Packwood
Chairman

BP:mm

Alfred J. Hoffman
6701 High Drive
Shawnee Mission, Kansas 66208
(home)

President
Jones & Babson Inc.
Kansas City, MO


ALFRED J. OR FALICE M. HOFFMAN
6701 HIGH DR.
SHAWNEE MISSION, KAN. 66208

3447

3/10 19 18 13-69 1010

PAY TO THE ORDER OF Republican Senatorial Comm. $500

Five Hundred + No/100 DOLLARS

united missouri bank
of kansas city, national association
Kansas City, Missouri 64141

150

MEMO

[redacted]

9504368216 3

9504368216 4

April 7, 1973

Mr. Cliff C. Jones
6408 Aberdeen Road
Shawnee Mission, Kansas 66203

Dear Mr. Jones:

Thank you for your generous contribution of $500 to the Republican Senatorial Trust.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 33 Republicans, this means that almost half of our seats are up for election.

However, electing incumbents is only half of our job. The other is capturing seats presently held by Democrats, especially those that are regarded as vulnerable.

We don't promise miracles, but we do promise that your contribution will be carefully managed and go directly to Republican candidates for the United States Senate.

Again, many thanks.

Cordially,

Bob Packwood
Chairman

BP:mm

Cliff C. Jones
6408 Aberdeen Road
Shawnee Mission, Kansas 66208
(home)

Chairman of the Board
Jones & Babson, Inc.
Kansas City, MO

CLIFF C. JONES
6408 ABERDEEN RD.
SHAWNEE MISSION, KANSAS 66208

4269

5/10 1978 18-1 1010

PAY TO THE ORDER OF Republican Senatorial Trust $500.00

Five Hundred & 00/100 DOLLAR

COMMERCE BANK
of Kansas City, Missouri 64141

FOR [redacted] Cliff Jones

950436821165

Cliff C. Jones
6408 Aberdeen Road
Shawnee Mission, Kansas 66208

April 17th, 1978

Dear Senator Eldredge:

I have received your letter of April 7th sent to my old address concerning the National Republican Senatorial Committee.

Please be advised we have formed two of these groups in Kansas City, and I am a member of one of them. We are working on two additional ones. It is a great idea!

Sincerely,

Cliff Jones

9504368216 6

9504368217

April 7, 1978

Mr. R. A. Long
10401 Pawnee Lane
Leawood, Kansas 66206

Dear Mr. Long:

Thank you for your generous contribution of $1,000 to the Republican Senatorial Trust.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 38 Republicans, this means that almost half of our seats are up for election.

However, electing incumbents is only half of our job. The other is capturing seats presently held by Democrats, especially those that are regarded as vulnerable.

We don't promise miracles, but we do promise that your contribution will be carefully managed and go directly to Republican candidates for the United States Senate.

Again, many thanks.

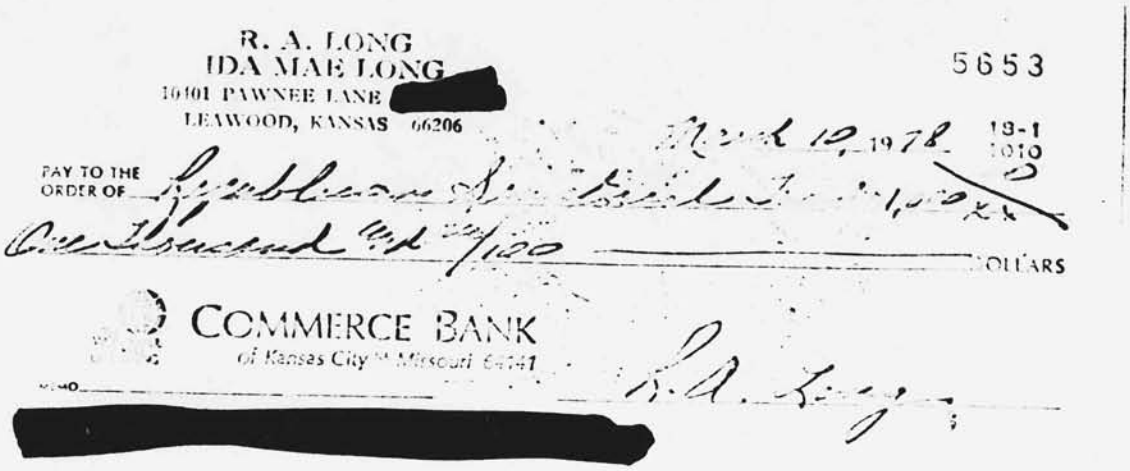
Cordially,

Bob Packwood
Chairman

BP:mm

R. A. Long
10401 Pawnee Lane
Leawood, Kansas 66206
(home)

Partner
Arthur Andersen


R. A. LONG
IDA MAE LONG
10401 PAWNEE LANE [redacted]
LEAWOOD, KANSAS 66206

5653

March 10, 1978 19-1 1010

PAY TO THE ORDER OF Presbyterian Children's Home $1,000.00

One Thousand and no/100 DOLLARS

COMMERCE BANK
of Kansas City, Missouri 64141

MEMO [redacted]

R. A. Long

9504368218 8

9504368216 9

April 7, 1978

Mr. Lynn L. McCarthy
No. 18 Compton Court
Shawnee Mission, Kansas 66209

Dear Mr. McCarthy:

Thank you for your generous contribution of $300 to the Republican Senatorial Trust.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 39 Republicans, this means that almost half of our seats are up for election.

However, electing incumbents is only half of our job. The other is capturing seats presently held by Democrats, especially those that are regarded as vulnerable.

We don't promise miracles, but we do promise that your contribution will be carefully managed and go directly to Republican candidates for the United States Senate.

Again, many thanks.

Cordially,

Bob Packwood
Chairman

BP:mm

Lynn L. McCarthy
No. 18 Compton Court
Shawnee Mission, Kansas 66208
(home)

Executive Vice President
J. C. Nichols Co.
Kansas City MO

LYNN L. McCARTHY
NO. 18 COMPTON COURT
SHAWNEE MISSION, KANSAS 66208

5638

MARCH 7, 1978 18-130/1010

PAY TO THE ORDER OF REPUBLICAN SENATORIAL TRUST $ 300.00

THREE HUNDRED AND NO/100 *** DOLLARS

566

Country Club Bank
KANSAS CITY, MISSOURI 64112

FOR [redacted] L. L. McCarthy

950436821 70

9504368217 1

April 7, 1972

Mr. W. F. McGinnis
2600 Verona Road
Shawnee Mission, Kansas 66208

Dear Mr. McGinnis:

Thank you for your generous contribution of $500 to the Republican Senatorial Trust.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 38 Republicans, this means that almost half of our seats are up for election.

However, electing incumbents is only half of our job. The other is capturing seats presently held by Democrats, especially those that are regarded as vulnerable.

We don't promise miracles, but we do promise that your contribution will be carefully managed and go directly to Republican candidates for the United States Senate.

Again, many thanks.

Cordially,

Bob Packwood
Chairman

BP:mm

W. F. McGinnis
2600 Verona Road
Shawnee Mission, Kansas 66208
(home)

President
Laboconco, Inc.
Kansas City Mo

W. F. OR DOROTHY M. McGINNIS
2600 VERONA RD. [redacted]
SHAWNEE MISSION, KANSAS 66208

4444

2/28 19 78 63-117/1010

PAY TO THE ORDER OF Scarborough Trust

$500 00/100

Five hundred + 00/100 DOLLARS

[redacted]

W. F. McG

9504368217 2

9504382173

April 7, 1978

Ned W. Smull, M. D.
33 Compton Court
Shawnee Mission, Kansas 66208

Dear Dr. Smull:

Thank you for your generous contribution of $1,000 to the Republican Senatorial Trust.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 38 Republicans, this means that almost half of our seats are up for election.

However, electing incumbents is only half of our job. The other is capturing seats presently held by Democrats, especially those that are regarded as vulnerable.

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Again, many thanks.

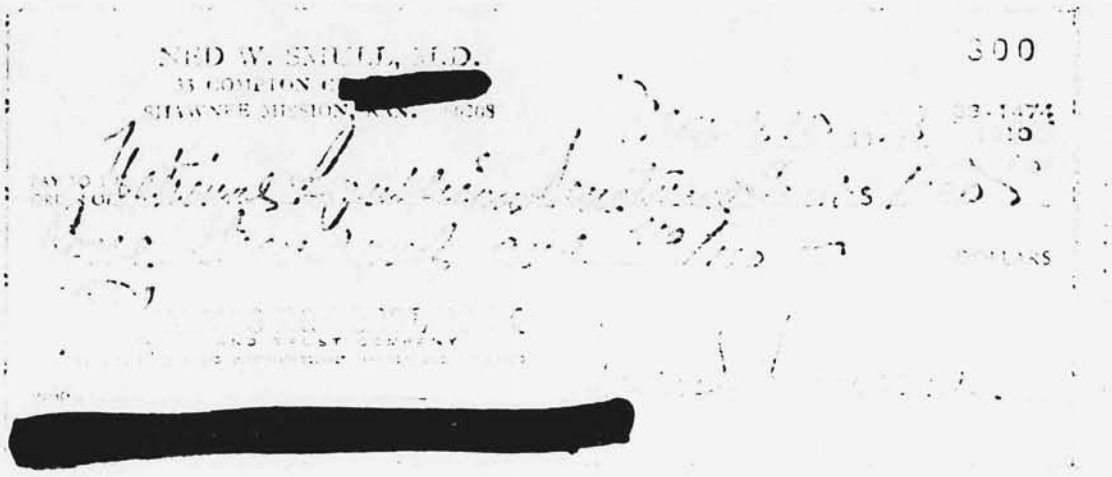
Cordially,

Bob Packwood
Chairman

BP:mm

Ned W. Smull, M. D.
33 Compton Court
Shawnee Mission, Kan. 66208
(home)

Doctor
Kansas City, MO



9504368217 4

NED W. SMULL, M.D.

GRACIA: A copy FYI from Mr. Cannon

Sandy

March 10, 1978

Dear Jim -

Thank you again for the time and courtesies which you extended to me recently - You were most helpful and Bob Moore answered my additional questions very well.

We in Lancaster City, are very excited about the National Republican Senatorial Committee and Trust.

I hope I have the opportunity to see you again.

Sincerely, Ned Smull

9504368217 5

9504368217 6

April 20, 1978

Mr. Robert W. Magstaff
Chairman of the Board
Coca Cola Bottling Company
of Mid- America
9000 Marshall Drive
Shawnee Mission, Kansas 66201

Dear Mr. Magstaff:

Thank you for your generous contribution of $1,000 to the Republican Senatorial Trust.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 38 Republicans, this means that almost half of our seats are up for election.

However, electing incumbents is only half of our job. The other is capturing seats presently held by Democrats, especially those that are regarded as vulnerable.

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Again, many thanks.

Cordially,

Bob Packwood
Chairman

BP:gbc

cc: Mr. David C. Owen

April 20, 1978

Mr. Robert W. Wagstaff
Chairman of the Board
Coca Cola Bottling Company
of Mid- America
9000 Marshall Drive
Shawnee Mission, Kansas 66201

Dear Mr. Wagstaff:

Thank you for your generous contribution of $1,000 to the Republican Senatorial Trust.

We clearly have an important job ahead of us, and your support is greatly appreciated. This year there are 17 Republican seats up for election. Since there are only 38 Republicans, this means that almost half of our seats are up for election.

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Again, many thanks.

Cordially,

Bob Packwood
Chairman

BP:gbc

cc: Mr. David C. Owen

9504368217 7

ROBERT W. WAGSTAFF

10122

March 21 19 78

83-147/1010

PAY TO THE ORDER OF Republican Senatorial Trust $1,000.00

One Thousand and ----------00/100---DOLLARS

Kansas National Bank
AND TRUST COMPANY

[redacted]

9504368217 8

STATE BANK of STANLEY
SINCE 1905

913 – 681-2511 • Post Office Box 8, STANLEY, KANSAS 66223

DAVID C. OWEN
Chairman of the Board
President
STANLEY D. BUSS
Executive Vice President
WALTER D. DOTSON
Vice President
H. J. WELTON
Cashier
ROBERT L. JACKSON JR. Director
LYNN L. McCARTHY Director
RICHARD W. RADKE DDS Director
M R WINDHAM Director

April 14, 1978

Senator Bob Packwood
National Republican Senatorial Committee
227 Massachusetts Avenue NE
Washington, D. C. 20002

Dear Senator Packwood:

Please find enclosed a $1,000.00 contribution from Robert W. Wagstaff to be counted in the group I am representing from Kansas City. Mr. Wagstaff is the Chairman of the Board of Coca Cola Bottling Company of Mid-America, 9000 Marshall Drive, Shawnee Mission, Kansas 66201.

Sincerely yours,

David C. Owen
President

jm
Enclosure

9504368217 9

Member Federal Deposit Insurance Corporation

9504368218O

May 1, 1978

Mr. David C. Owen
Chairman of the Board
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

Dear Mr. Owen:

With the Democrats in firm control, it is not often that the Senate Minority Leader is the recipient of good news.

I was, therefore, especially pleased to learn from my colleague, Bob Packwood, of the generous donation from your group to the Republican Senatorial Trust. We clearly have a tough job ahead of us, and your early support is very much appreciated.

Again, many thanks for giving us not only the means to move towards victory, but the more important quality of hope.

Sincerely,

Howard H. Baker, Jr.

HHBJr:gbc

9504368218 1

November 3, 1978

Mr. David C. Owen
Chairman of the Board
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

Dear Dave:

Congratulations! We couldn't have done it without you. In my mind, the Senatorial Trust was the critical factor in Republicans picking up three seats in this election. We now have 41 Republican Senators and are within striking distance of Republican control of the United States Senate.

The final report of the Senatorial Trust is in the process of being completed and will be sent to you shortly. I thought you might like to see the results, according to United Press International, as well as a breakdown of how your efforts contributed to this enormous success.

We're planning a victory celebration in January, and I hope to have the chance to talk with you then about the campaign. But I wanted to tell you now how much your efforts have meant and to say a heartfelt thanks.

Cordially,

Bob Packwood
Chairman

BP:gbc

9 5 0 4 3 6 8 2 1 8 2

Owen's Group

MILLER NICHOLS
CHAIRMAN OF THE BOARD

J. C. NICHOLS COMPANY
310 WARD PARKWAY
ON THE COUNTRY CLUB PLAZA
KANSAS CITY, MISSOURI 64112
TELEPHONE 816/561-3456

March 14, 1978

Republican Senatorial Trust

Group #1
Dave Owen, Spokesman
Henry Bloch
Joe Gregg
Paul Henson
Cliff Jones - Alfred Hoffman
Walter McGinnis - Redman Callaway
Miller Nichols - Lynn McCarthy
Robert A. Long
NO - Robert Wagstaff
Ned Smull

August 2, 1978

MEMO

FROM: Senator Bob Packwood

TO: Senator Bob Dole

CC: Gracia Barker-Cross, Bob Moore, Cathy Wagner

SUBJECT: Henry Bloch

Henry Bloch is already a member of the Senatorial Trust by virtue of the fact that he has given $1,000 in combination with four others for a total of $5,000. The group was formed by a Kansan named Dave Owen. We have a provision in the Trust that you can give or get $5,000 to belong. If it is a "get" situation, we leave it to the group to decide which person they want to send. Sometimes they rotate it. Under the circumstances, I think it's probably unwise to ask Mr. Bloch to appear on his own as I'm sure he'll make it known to the group if he wants to attend. The other possibility is to invite him to become a personal Trust member himself by paying $5,000 individually.

Do you think he ought to be approached to increase his contribution under the circumstances? If so, how do we do it diplomatically without irritating the other members of Dave Owen's group who have gotten together with Mr. Bloch to form one Trust membership?

9504368213

typed by gbc
proofed by MM

August 1, 1978

MEMORANDUM

TO: SENATOR PACKWOOD

FROM: GRACIA BARKER-CROSS

CC: BOB MOORE, CATHY WAGNER

SUBJECT: HENRY BLOCH, PRESIDENT OF H & R BLOCK

Henry Bloch is a member of the Trust. He gave $1,000 through a Kansas group which was formed by Dave Owen. I think if you want to invite him, it should be a special invitation since the Kansas group might get upset. Attached is a draft.

9504368218 4

July 28, 1978

MEMO

FROM: Packwood

TO: Bob Moore

SUBJECT: Henry Block

Grein — please

Henry Block lives in Kansas. Bob Dole says that he should be invited to a Major Donor function. Can you get a name and address and invite him? This is the H. & R. Block of the income tax firm.

Henry W. Block

9504368218 5

DRAFT

Mr. Henry W. Bloch
President
H & R Block, Inc.
4410 Main Street
Kansas City, Missouri 64111

Dear Mr. Bloch:

Even though you have joined the Republican Senatorial Trust through a group headed by Dave Owen, I thought you might be interested in attending one of our sessions.

I would like to give you some background on our Trust program. It is a unique program in that the funds we solicit are placed in a trust and used only to assist Republican candidates for election or re-election to the Senate.

We invite our guests to an afternoon briefing in Senator Baker's office in the Capitol; and in the evening, they are invited to cocktails and dinner at one of our Senator's homes. The number of guests at each function is limited so all will have an opportunity to talk to the Republican Senators who, along with their wives, attend these functions.

Once a guest decides to participate in our program, they are known as Trust members. Trust members are asked to contribute $5,000, and they are invited back to political and business sessions and encouraged to bring a guest who would be interested in joining the Trust.

If you think you might enjoy participating, not only to meet other donors, but also to talk with a variety

9504368218 6

of Senators, our next meeting is scheduled for August 22. Senator & Mrs. Danforth have agreed to hostess the dinner that evening at their home. Spouses are welcome.

I want to emphasize this letter is meant as an offer to you to do something you might enjoy rather than a request for money from me.

Hope to hear from you soon.

Cordially,

9504368218 7

National Republican Senatorial Committee

Senator Bob Packwood
Chairman, Oregon

MEMBERS
Sen. Howard H. Baker, Jr., Tenn.
Sen. John H. Chafee, R. I.
Sen. Barry Goldwater, Ariz.
Sen. Orrin G. Hatch, Utah
Sen. S. I. Hayakawa, Calif.
Sen. H. John Heinz III, Penn.
Sen. Charles McC. Mathias, Jr., Md.
Sen. William V. Roth, Jr., Del.
Sen. Harrison Schmitt, N. M.
Sen. Richard S. Schweiker, Penn.
Sen. Robert T. Stafford, Vermont
Sen. Milton R. Young, N. Dak.

Rodney A. Smith
Treasurer

April 13, 1979

William H. Huffman, Vice President
Bank of Virginia Trust Company
5205 Leesburg Pike
Falls Church, Virginia 22041

Dear Bill:

The enclosed 20 checks totaling $58,050.00, for deposit in the 1980 Senatorial Committee Trust account, are from the following contributors:

Richard M. DeVos, Sr. 7154 Windy Hill Road, S.E. Grand Rapids, Michigan 49506	$ 10,000.00
John H. Perry, Jr. 100 East 17th Street Riviera Beach, Florida 33404	5,000.00
Gerock H. Swanson 1502 South Boulder, Suite 23F Tulsa, Oklahoma 74119	1,250.00
Diane W. Parker 114 Ridgewood Road Baltimore, Maryland 21210	5,000.00
Milton F. Kent 76 Orchard Drive Greenwich, Connecticut 06830	1,000.00
Cliff C. Jones 6408 Aberdeen Shawnee Mission, Kansas 66208	500.00
Robert C. Owen 7121 West 79th Overland Park, Kansas 66204	500.00

9504368218

Miller Nichols 310 Ward Parkway Kansas City, Missouri 64112	$ 800.00
Robert L. Jackson, Jr. 2500 City Center Square Kansas City, Missouri 64105	500.00
Joseph B. Gregg 4800 Main Street Kansas City, Missouri 64112	1,000.00
Paul H. Henson Post Office Box 11315 Kansas City, Missouri 64112	1,000.00
Henry W. Bloch 4410 Main Street Kansas City, Missouri 64105	1,000.00
David C. Owen Post Office Box 8 Stanley, Kansas 66223	500.00
William T. Cassels, Jr. Post Office Box 5887 Columbia, South Carolina 29250	2,500.00
W. T. Cassels, Sr. 835 Kilbourne Road Columbia, South Carolina 29205	2,500.00
Jamie Coulter Post Office Box 12248 Wichita, Kansas 67277	5,000.00
Robert H. Becker Post Office Box 18387 Wichita, Kansas 67206	5,000.00
J. Landis Martin 2310 L Street, N. W. Washington, D. C. 20037	5,000.00
William Moss 3303 Lee Parkway Dallas, Texas 75219	5,000.00
Donald B. Stott 700 Park Avenue New York, New York 10021	5,000.00

Thank you for your assistance. Rod Lee

9504368218 9

DAVID C. OWEN, SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KAN. 66061

812

4-10 19 79 83-1048/1011

PAY TO THE ORDER OF National Republican Senatorial Trust $500.00

Five Hundred and 00/100 DOLLARS

STATE BANK of STANLEY
SINCE 1905
STANLEY, KANSAS 66223

STANLEY BANK CLUB MEMBER

MEMO

[redacted]

Republican Senatorial Trust

Renewal Membership _____
Anniversary Date

Name David C. Owen

Address P. O. Box 8

City/State Stanley, Kansas *Zip* 66223

Yes, I want to renew my Republican Senatorial Trust—1980 Membership

My check for $500.00 *is enclosed. I pledge* $_____ *by* _____
Date

Signature _____ *Date* 4/10/79

Checks should be made payable to:
Republican Senatorial Trust, 227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

Over please

9504368219 0

The Federal Election Commission requires us to obtain from each contributor the following information:

Occupation Chairman of the Board

Principal Place of Business State Bank of Stanley

Stanley, Kansas

A copy of our report is filed with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C.

95043682191

April 16, 1979

Mr. David C. Owen
Chairman of the Board
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

Dear Dave:

Your early support is a good beginning for a new Chairman. Your $500 contribution along with the support from your group is most appreciated by me and my colleagues. I will personally thank each member of your group.

Election years are never easy, and 1980 will be another challenge for our Party. The additional three seats we gained in 1978 has put us within striking distance, and 1980 could well be the year the Republican Party gains control of the United States Senate.

It is such an exciting possibility, and I'm certainly glad we are able to count on your continued support.

It was good to see you at our dinner last week, and I'm looking forward to our future sessions.

Again, many thanks.

Sincerely,

John Heinz
Chairman

JH:gbc

DAVID C. OWEN, SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KAN. 66061

812

4-10 19 79 83-1048/1011

PAY TO THE ORDER OF National Republican Senatorial Trust $ 500/00

Five Hundred and 00/100 DOLLARS

STATE BANK of STANLEY
SINCE 1905
STANLEY, KANSAS 66223

STANLEY BANK CLUB MEMBER

MEMO [redacted]

Republican Senatorial Trust

Renewal Membership _____
Anniversary Date

Name David C. Owen

Address P. O. Box 8

City/State Stanley, Kansas *Zip* 66223

Yes, I want to renew my Republican Senatorial Trust—1980 Membership

My check for $ 500.00 *is enclosed. I pledge* $ _____ *by* _____
Date

Signature _____ *Date* 4/10/79

Checks should be made payable to:
Republican Senatorial Trust, 227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

(Over please)

9504368219 3

Republican Senatorial Trust

Renewal Membership March 14, 1978
Anniversary Date

Name David C. Owen
State Bank of Stanley
Address P.O. Box 8
City/State Stanley, Ks 66223 *Zip* _____

Yes, I want to renew my Republican Senatorial Trust—1980 Membership

My check for $ _____ ***is enclosed. I pledge $*** 5000.00 ***by*** 4-10-79
Date

Signature David C. Owen ***Date*** 3-26-79

Checks should be made payable to:
Republican Senatorial Trust, 227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

(Over please)

95043682194

April 16, 1979

Mr. Paul H. Henson
Chairman
United Telecommunications, Inc.
P. O. Box 11315
Kansas City, Missouri 64112

Dear Mr. Henson:

Your early support is a good beginning for a new Chairman. Your $1,000 contribution is most appreciated by me and my colleagues.

Election years are never easy, and 1980 will be another challenge for our Party. The additional three seats we gained in 1978 has put us within striking distance, and 1980 could well be the year the Republican Party gains control of the United States Senate.

It is such an exciting possibility, and I'm certainly glad we are able to count on your continued support.

Again, many thanks.

Sincerely,

John Heinz
Chairman

JH:gbc

P. H. HENSON
P. O. BOX 11315
KANSAS CITY, MO. 64112

6277

March 16 19 79 18-69 / 1010

PAY TO THE ORDER OF National Republican Senatorial Trust $ 1,000.00

One Thousand and 00/100---------- DOLLARS

united missouri bank
of kansas city, national association
Kansas City, Missouri 64141

361

P H Henson

MEMO [redacted]

Republican Senatorial Trust

Renewal Membership _____
Anniversary Date

Name Paul H. Henson

Address P. O. Box 11315

City State Kansas City, Missouri *Zip* 64112

Yes, I want to renew my Republican Senatorial Trust—1980 Membership

My check for $1,000 *is enclosed. I pledge* $_____ *by* _____
Date

Signature _____ *Date* 3/16/79

Over please

Checks should be made payable to:
Republican Senatorial Trust. 227 Massachusetts Avenue. N.E.
Washington. D. C. 20002

9504368219 96

April 16, 1979

Mr. Robert L. Jackson, Jr.
2500 City Center Square
Kansas City, Missouri 64105

Dear Mr. Jackson:

Your early support is a good beginning for a new Chairman. Your $500 contribution is most appreciated by me and my colleagues.

Election years are never easy, and 1980 will be another challenge for our Party. The additional three seats we gained in 1978 has put us within striking distance, and 1980 could well be the year the Republican Party gains control of the United States Senate.

It is such an exciting possibility, and I'm certainly glad we are able to count on your support.

Again, many thanks.

Sincerely,

John Heinz
Chairman

JH:gbc

ROBERT L. JACKSON, JR.
2500 CITY CENTER SQUARE [redacted]
KANSAS CITY, MISSOURI 64105

0413

83-260/1010

Mar 19 1979

PAY TO THE ORDER OF Republican Senatorial Trust $ 500.00

Five Hundred 00/100 DOLLARS

1st National Bank of Shawnee Mission
SHAWNEE MISSION, KANSAS 66205

FOR [redacted]

Robert L. Jackson Jr.

Republican Senatorial Trust

New Membership

Name Robert L. Jackson, Jr.

Address 2500 City Center Square

City/State Kansas City, Missouri *Zip* 64105

Yes, I want to contribute to the Republican Senatorial Trust—1980

My check for $500.00 *is enclosed. I pledge* $_____ *by* _____ (Date)

Signature _____ *Date* 3/19/79

Over please

Checks should be made payable to:
Republican Senatorial Trust, 227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

April 16, 1979

Mr. Cliff C. Jones
6408 Aberdeen
Shawnee Mission, Kansas 66208

Dear Mr. Jones:

Your early support is a good beginning for a new Chairman. Your $500 contribution is most appreciated by me and my colleagues.

Election years are never easy, and 1980 will be another challenge for our Party. The additional three seats we gained in 1978 has put us within striking distance, and 1980 could well be the year the Republican Party gains control of the United States Senate.

It is such an exciting possibility, and I'm certainly glad we are able to count on your continued support.

Again, many thanks.

Sincerely,

John Heinz
Chairman

JH:gbc

SENATORIAL TRUST
TRAVEL ACCOUNT

163

4-6 19 79 83-1048/1011

PAY TO THE ORDER OF National Republican Senate $500.00

Five Hundred and no/100 DOLLARS

STATE BANK of STANLEY
SINCE 1905
STANLEY, KANSAS 66223

MEMO Cliff Jones

Republican Senatorial Trust

Renewal Membership _____
Anniversary Date

Name Cliff C. Jones

Address 6408 Aberdeen

City/State Shawnee Mission, Kansas *Zip* 66208

Yes, I want to renew my Republican Senatorial Trust—1980 Membership

My check for $500.00 *is enclosed. I pledge* $_____ *by* _____
Date

Signature _____ *Date* 4/6/79

(Over please)

Checks should be made payable to:
Republican Senatorial Trust, 227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

950436822000

Owen's group

April 16, 1979

Mr. Miller Nichols
Chairman of the Board
J. C. Nichols Company
310 Ward Parkway
Kansas City, Missouri 64112

Dear Miller:

Thank you for the additional contribution of $800.00 to the Senatorial Trust. I wish more people had your enthusiasm and support for our Party. The Kansas Cavalry is becoming one of our strongest groups in the Trust. Please keep up the good work.

Enclosed is our schedule for the remainder of the year. I hope you will be able to make our next session on May 15.

With best regards,

Sincerely,

John Heinz
Chairman

JH:gbc

95043682201

NOTE

This is a contribution from an individual member of the J. C. Nichols Company Political Action Committee, whose signature appears on this check and who has directed its issuance.

J. C. NICHOLS COMPANY
POLITICAL ACTION COMMITTEE #1 (FSL)
310 WARD PARKWAY
KANSAS CITY, MO. 64112

785

March 6 1979 18-130 1010

PAY TO THE ORDER OF National Republican Senatorial Trust $800.00

* * * * * * * * * * * * EIGHT HUNDRED AND NO/100 * * * * * * * * * * DOLLARS

Country Club Bank
in the center of the Plaza
KANSAS CITY, MISSOURI 64112

576

Miller Nichols

FOR [redacted]

950436822020

Republican Senatorial Trust

Renewal Membership _____
Anniversary Date

Name Miller Nichols

Address 310 Ward Parkway

City/State Kansas City, Missouri *Zip* 64112

Yes, I want to renew my Republican Senatorial Trust—1980 Membership

My check for $800.00 *is enclosed. I pledge* $_____ *by* _____
Date

Signature _____ *Date* 3/6/79

Checks should be made payable to:
Republican Senatorial Trust, 227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

Over please

April 16, 1979

Mr. Robert C. Owen
Bob Owen & Company
7121 West 79th
Overland Park, Kansas 66204

Dear Bob:

Your early support is a good beginning for a new Chairman. Your $500 contribution is most appreciated by me and my colleagues.

1980 could well be the year the Republican Party gains control of the United States Senate. The additional three seats we gained in last year's election has put us within striking distance.

Election years are never easy, but I'm excited about the possibility of being a part of the Majority Party.

I'm looking forward to our future sessions, and I hope you will join your son and participate in one of our upcoming meetings.

Again, many thanks.

Sincerely,

John Heinz
Chairman

JH:gbc

9504382203

ROBERT C. & MARJORIE [redacted] OWEN
6632 W. 100TH S[redacted]
OVERLAND PARK, KANSAS [redacted]6212

5096

Mar 20 19 79 83-978 1010

PAY TO THE ORDER OF Republican Party Senate Trust $ 500.00

Five Hundred and no/100 DOLLARS

The Overland Park State Bank AND TRUST COMPANY OVERLAND PARK, KANSAS 66204

FOR [redacted] Robert C Owen

Republican Senatorial Trust

New Membership

Name Robert C. Owen

Address 7121 West 79th

City/State Overland Park, Kansas *Zip* 66204

Yes. I want to contribute to the Republican Senatorial Trust—1980

My check for $ 500.00 *is enclosed. I pledge $* _____ *by* _____ Date

Signature _____ *Date* 3/20/79

Checks should be made payable to:
Republican Senatorial Trust, 227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

Over please

95043682204

5/15 wife - Cynthia

April 16, 1979

Mr. Joseph B. Gregg
Morrison-Gregg-Mitchell Grain Co.
4800 Main Street
Kansas City, Missouri 64112

Dear Mr. Gregg:

Your early support is a good beginning for a new Chairman. Your $1,000 contribution is most appreciated by me and my colleagues.

Election years are never easy, and 1980 will be another challenge for our Party. The additional three seats we gained in 1978 has put us within striking distance, and 1980 could well be the year the Republican Party gains control of the United States Senate.

It is such an exciting possibility, and I'm certainly glad we are able to count on your continued support.

Again, many thanks.

Sincerely,

John Heinz
Chairman

JH:gbc

9504368205

MORRISON-GREGG-MITCHELL GRAIN CO.
4800 MAIN STREET
KANSAS CITY, MISSOURI 64112

31362

March 16 19 79 — 10-1 / 1010

PAY TO THE ORDER OF Republican Senatorial Trust $1000.00

M.G.M. GRAIN CO. 1000828 DOLLARS

COMMERCE BANK
of Kansas City Missouri 64141

MORRISON-GREGG-MITCHELL GRAIN CO.

Joel B Gregg

[redacted]

9504368220 6

Republican Senatorial Trust

Renewal Membership _____
Anniversary Date

Name Joseph B. Gregg

Address 4800 Main Street

City/State Kansas City, Missouri *Zip* 64112

Yes, I want to renew my Republican Senatorial Trust—1980 Membership

My check for $1,000 *is enclosed. I pledge* $_____ *by* _____
Date

Signature _____ *Date* 3/16/79

(Over please)

Checks should be made payable to:
Republican Senatorial Trust, 227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

April 16, 1979

Mr. Henry W. Bloch
President
H & R Block, Inc.
4410 Main Street
Kansas City, Missouri 64105

Dear Mr. Bloch:

Your early support is a good beginning for a new Chairman. Your $1,000 contribution is most appreciated by me and my colleagues.

Election years are never easy, and 1980 will be another challenge for our Party. The additional three seats we gained in 1978 has put us within striking distance, and 1980 could well be the year the Republican Party gains control of the United States Senate.

It is such an exciting possibility, and I'm certainly glad we are able to count on your continued support.

Again, many thanks.

Sincerely,

John Heinz
Chairman

JH:gbc

9504368220 7

HENRY W. BLOCH
6400 WENONGA TERRACE
SHAWNEE MISSION, KANS. 66208

591

18-1
1010

3-23 1979

PAY TO THE ORDER OF National Republican Senatorial Trust $1,000 00

One Thousand and no/100 DOLLARS

COMMERCE BANK
of Kansas City Missouri 64141

MEMO [redacted]

Henry W. Bloch

Republican Senatorial Trust

Renewal Membership _____
Anniversary Date

Name Henry W. Bloch

Address 4410 Main Street

City/State Kansas City, Missouri *Zip* 64105

Yes. I want to renew my Republican Senatorial Trust—1980 Membership

My check for $1,000 *is enclosed. I pledge* $_____ *by* _____
Date

Signature _____ *Date* 3/23/79

Checks should be made payable to:
Republican Senatorial Trust, 227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

Over please

95043682208

David C. Owen

April 30, 1979

Ms. Gracia Barker-Cross
National Republican
Senatorial Committee
227 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Dear Gracia:

Please find enclosed the information form you sent regarding the May 15th meeting. I will be bringing Mr. & Mrs. Joseph Gregg as my guest to all meetings. Mr. Gregg is one of the members of my group from Kansas City.

I am also enclosing a check from Mr. Robert W. Wagstaff in the amount of $1,000 and a check from Mr. Lynn L. McCarthy for $500 as additional contributions to my group's membership.

If you have any questions, please give me a call.

Best personal regards,

David C. Owen

DCO/ks

Enclosures

9504360822 09

P. O. BOX 8 STANLEY, KANSAS 66223 . (913) 681-2511

June 1, 1979

Mr. Robert W. Wagstaff
Chairman of the Board
Coca Cola Bottling Company
9000 Marshall Drive
Shawnee Mission, Kansas 66201

Dear Mr. Wagstaff:

Your early support is a good beginning for a new Chairman. Your $1,000 contribution is most appreciated by me and my colleagues.

Election years are never easy, and 1980 will be another challenge for our Party. The additional three seats we gained in 1978 have put us within striking distance, and 1980 could well be the year the Republican Party gains control of the United States Senate.

It is such an exciting possibility, and I'm certainly glad we are able to count on your continued support.

Again, many thanks.

Sincerely,

John Heinz
Chairman

JH:gbc

9504382210

ROBERT W. WAGSTAFF

10882

83-1474
1010

April 25 19 79

PAY TO THE ORDER OF National Republican Senatorial Trust $ 1,000.00

One Thousand and ----------00/100---- DOLLARS

Kansas National Bank
AND TRUST COMPANY

[redacted]

Republican Senatorial Trust

Renewal Membership _____
Anniversary Date

Name Robert W. Wagstaff

Address 9000 Marshall Drive

City/State Shawnee Mission, Kansas *Zip* 66201

Yes, I want to renew my Republican Senatorial Trust—1980 Membership

My check for $1,000 *is enclosed. I pledge* $_____ *by* _____
Date

Signature _____ *Date* _____

(Over please)

Checks should be made payable to:
Republican Senatorial Trust, 227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

95043682

June 1, 1979

Mr. W. F. McGinnis
President
LABCONCO, Inc.
8811 Prospect
Kansas City, Missouri 64132

Dear Mr. McGinnis:

Your early support is a good beginning for a new Chairman. Your $500 contribution is most appreciated by me and my colleagues.

Election years are never easy, and 1980 will be another challenge for our Party. The additional three seats we gained in 1978 have put us within striking distance, and 1980 could well be the year the Republican Party gains control of the United States Senate.

It is such an exciting possibility, and I'm certainly glad we are able to count on your continued support.

Again, many thanks.

Sincerely,

John Heinz
Chairman

JH:gbc

9504368221 2

Republican Senatorial Trust

Renewal Membership _____
Anniversary Date

Name W. F. McGinnis

Address 8811 Prospect

City/State Kansas City, Missouri *Zip* 64132

Yes, I want to renew my Republican Senatorial Trust—1980 Membership

My check for $500.00 *is enclosed. I pledge* $_____ *by* _____
Date

Signature _____ *Date* _____

Checks should be made payable to: (Over, please)
Republican Senatorial Trust, 227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

W. F. OR DOROTHY M. McGINNIS
2600 VERONA RD.
[redacted]
SHAWNEE MISSION, KANSAS 66208

4835

5/11 1979 83-117/1010

PAY TO THE ORDER OF Senate Trust Group $500 00/100

Five hundred + 00/100 DOLLARS

RBT Ranchmart Bank and Trust Company

W. F. Mc[redacted]

9504 3682

910

9504368221 4

June 1, 1979

Mr. Lynn McCarthy
J. C. Nichols Company
310 Ward Parkway
Kansas City, Missouri 64112

Dear Mr. McCarthy:

Your early support is a good beginning for a new Chairman. Your $500 contribution is most appreciated by me and my colleagues.

Election years are never easy, and 1980 will be another challenge for our Party. The additional three seats we gained in 1978 have put us within striking distance, and 1980 could well be the year the Republican Party gains control of the United States Senate.

It is such an exciting possibility, and I'm certainly glad we are able to count on your continued support.

Again, many thanks.

Sincerely,

John Heinz
Chairman

JH:gbc

NOTE- This is a contribution from an individual member of the J. C. Nichols Company Political Action Committee, whose signature appears on this check and who has directed its issuance.

NOTE- This is a contribution from an individual member of the J. C. Nichols Company Political Action Committee, whose signature appears on this check and who has directed its issuance.

J. C. NICHOLS COMPANY
POLITICAL ACTION COMMITTEE
310 WARD PARKWAY
KANSAS CITY, MO. 64112

865

April 27 19 79 — 10-130 / 1010

PAY TO THE ORDER OF National Republican Senatorial Trust $ 500.00

* * * * * * * * * FIVE HUNDRED AND NO/100 * DOLLARS

Country Club Bank
In the center of the Plaza
KANSAS CITY, MISSOURI 64112

DST 576

FOR [redacted]

Lynn McCarthy

1:5 9504 3:8 2 2

David C. Owen

June 13, 1979

Ms. Gracia Barker-Cross
National Republican
Senatorial Committee
227 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Dear Gracia:

Please find enclosed a check from Mr. Alfred Hoffman in the amount of $500. This brings the total for our group to $9,300.

I am expecting one more $500 check in the near future.

Sincerely yours,

David C. Owen

DCO/ks

9504368216

July 9, 1979

Mr. Alfred J. Hoffman
President
Jones & Babson
1440 Pershing Road
Kansas City, Missouri 64105

Dear Mr. Hoffman:

I always enjoy being the recipient of good news, and your $500 contribution is most appreciated by me and my colleagues.

Election years are never easy, and 1980 will be another challenge for our Party. The additional three seats we gained in 1978 have put us within striking distance, and 1980 could well be the year the Republican Party gains control of the United States Senate.

It is such an exciting possibility, and I'm certainly glad we are able to count on your continued support.

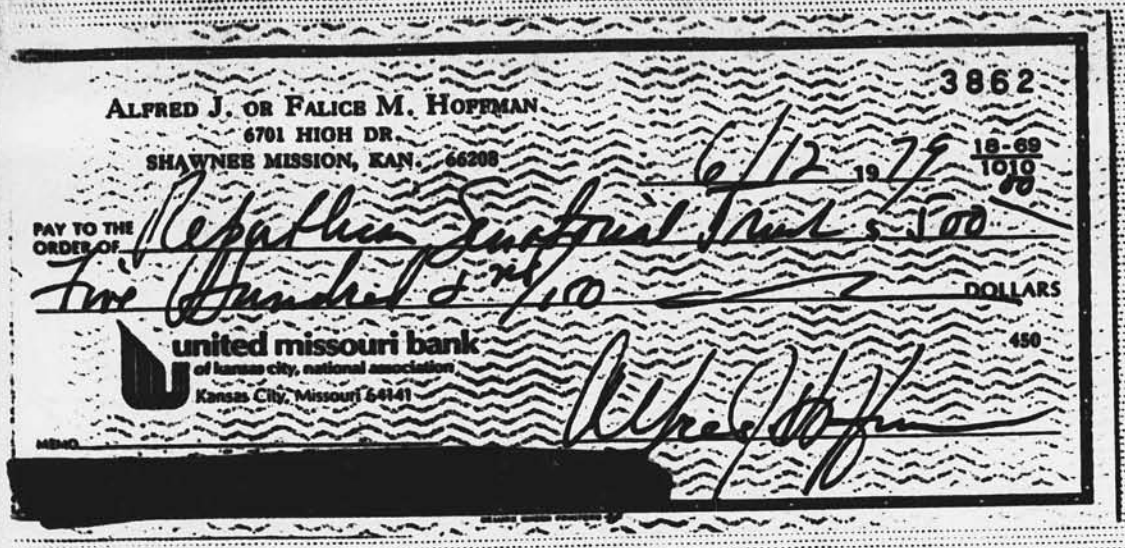
Again, many thanks.

Sincerely,

John Heinz
Chairman

JH:gbc

9504368'2217



ALFRED J. OR FALICE M. HOFFMAN
6701 HIGH DR.
SHAWNEE MISSION, KAN. 66208

3862

6/12 19 79

18-69
1010

PAY TO THE ORDER OF Republican Senatorial Trust $ 500

Five Hundred and no/100 DOLLARS

450

united missouri bank
of kansas city, national association
Kansas City, Missouri 64141

MEMO

Alfred J. Hoffman

Republican Senatorial Trust

Renewal Membership _____
Anniversary Date

Name Alfred J. Hoffman

Address 1440 Pershing Road

City/State Kansas City, Missouri *Zip* 64105

Yes, I want to renew my Republican Senatorial Trust—1980 Membership

My check for $ 500.00 *is enclosed. I pledge $* _____ *by* _____
Date

Signature _____ *Date* _____

(Over, please)

Checks should be made payable to:
Republican Senatorial Trust, 227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

95043082218

July 9, 1979

Mr. Robert A. Long
Arthur Andersen & Company
P. O. Box 13406
Kansas City, Missouri 64199

Dear Mr. Long:

I always enjoy being the recipient of good news, and your $1,000 contribution is most appreciated by me and my colleagues.

Election years are never easy, and 1980 will be another challenge for our Party. The additional three seats we gained in 1978 have put us within striking distance, and 1980 could well be the year the Republican Party gains control of the United States Senate.

It is such an exciting possibility, and I'm certainly glad we are able to count on your continued support.

Again, many thanks.

Sincerely,

John Heinz
Chairman

JH:gbc

95043682219

R. A. LONG
IDA MAE LONG
10105 HOWE DRIVE [redacted]
LEAWOOD, KANSAS 66206

6474

June 8 19 79 18-1 1010

PAY TO THE ORDER OF Republican Senatorial Trust $1000.00

One Thousand Nd 00/100 DOLLARS

COMMERCE BANK
of Kansas City Missouri 64141

MEMO [redacted]

R. A. Long

WHITETAIL DEER

950436822 0

Republican Senatorial Trust

Renewal Membership _____
Anniversary Date

Name Robert A. Long

Address P. O. Box 13406

City/State Kansas City, Missouri *Zip* 64199

Yes, I want to renew my Republican Senatorial Trust—1980 Membership

My check for $1,000 *is enclosed. I pledge* $_____ *by* _____
Date

Signature _____ *Date* _____

(Over, please)

Checks should be made payable to:
Republican Senatorial Trust, 227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

David C. Owen

June 11, 1979

Ms. Gracia Barker-Cross
National Republican
Senatorial Committee
227 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Dear Gracia:

I plan to attend the meeting on June 26 of the Senate Trust. At this time I am not certain whether anyone else will be attending with me.

I am also enclosing a check from Robert Long, in the amount of $1,000. He is a member of my group here in Kansas City.

Sincerely yours,

David C. Owen

DCO/ks

Enclosures

P. O. BOX 8 STANLEY, KANSAS 66223 (913) 681-2511

9504368222 1

July 9, 1979

Mr. Redman Callaway
Chairman
LABCONCO Corporation
8811 Prospect
Kansas City, Missouri 64132

Dear Mr. Callaway:

I always enjoy being the recipient of good news, and your $500 contribution is most appreciated by me and my colleagues.

The additional three seats we gained in 1978 have put us within striking distance, and 1980 could well be the year the Republican Party becomes the "Majority" in the Senate.

Although elections are never easy, I'm glad we are able to count on your continued support.

Many thanks.

Sincerely,

John Heinz
Chairman

JH:gbc

9504368222

REDMAN CALLAWAY
8811 PROSPECT AVE.
KANSAS CITY, MO. 64132

1469

6-22 19 29 18-15 / 1010

PAY TO THE ORDER OF National Republican Senatorial Trust $500.00

Five Hundred DOLLARS

MISSOURI BANK & TRUST COMPANY
920 WALNUT STREET, KANSAS CITY, MISSOURI 64105

MEMO

[redacted]

Redman Callaway

95043682223

Republican Senatorial Trust

Renewal Membership _____
Anniversary Date

Name Redman Callaway

Address 8811 Prospect

City/State Kansas City, Missouri *Zip* 64132

Yes, I want to renew my Republican Senatorial Trust—1980 Membership

My check for $500.00 *is enclosed. I pledge* $_____ *by* _____
Date

Signature _____ *Date* _____

Checks should be made payable to:
Republican Senatorial Trust, 227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

(Over please)

95043682224

STATE BANK of STANLEY
SINCE 1905
Post Office Box 8
STANLEY, KANSAS 66223
Phone 681-2511

June 28, 1979

Ms. Gracia Barker-Cross
National Republican
Senatorial Committee
227 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Dear Gracia:

Enclosed herein please find a check in the amount of $500 from Redman Callaway. This brings the total for my group to $9,800.

Sincerely yours,

David C. Owen

DCO/ks

Enclosure

UNITED STATES SENATE
WASHINGTON, D. C. 20510

H. JOHN HEINZ III
PENNSYLVANIA

December 4, 1979

Mr. David C. Owen
Post Office Box 8
Stanley, Kansas 66223

Dear Dave:

Thanks for the thoughtful note. Obviously it is important for Bob to have all his options fully open.

I am very pleased and reassured by the fact that you and others in Kansas are getting involved on Bob's behalf.

With best wishes,

Sincerely,

John Heinz

JH/ml

(NOT PRINTED AT GOVERNMENT EXPENSE)

9504368222 5

David C. Owen

November 19, 1979

Senator John Heinz,
Chairman
National Republican
Senatorial Committee
227 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Dear John:

Please find enclosed a copy of a press release we put out last week. I thought you might be interested to know that we are organized and ready to go on Bob Dole's Senate re-election campaign here in Kansas.

One of the comments we have heard in our state is that Dole is neglecting the Senate race in his quest for the Presidency, and this campaign organization should put that to rest. I want to emphasize that this is not a paper organization. It is composed of people who are tried and tested in past campaigns and are ready to go for the Senator again.

Hope to see you soon.

Best personal regards,

David C. Owen

DCO/ks

Enclosure

P. O. BOX 8 STANLEY, KANSAS 66223 (913) 681-2511

Box 115 - Stanley, KS 66223
Phone (913) 681-8136

An authorized committee. Charles Clinkenbeard, Treasurer. A copy of our report is filed with and is available for purchase from the Federal Election Commission, Washington D.C.

WIEBE, State Com
Box 84 - Hillsboro, K
Phone (316) 3

95043682226

SENATORIAL TRUST

NAME	ADDRESS	ADDRESS	ADDRESS	ADDRESS		SALUTATION
Mr. Robert L. Jackson, Jr.	Attorney at Law	1700 Commerce Tower	Kansas City,	Missouri	64105	Bob
Mr. Henry Bloch, President	H & R Block, Inc	4410 Main Street	Kansas City,	Missouri	64105	Henry
Mr. Paul A. Henson, Chairman	United Telecommunications, Inc.	P. O. Box 11315	Kansas City,	Missouri	64105	Paul
Mr. Cliff G. Jones	6408 Aberdeen	Shawnee Mission,	Kansas	66208		Cliff
Mr. Alfred Hoffman, President	Jones & Babson	1440 Pershing Road	Kansas City,	Missouri	64105	Al
Mr. Walt Wilkinson, President	LABCONCO Corp.	8811 Prospect	Kansas City,	Missouri	64132	Walt
Mr. Redman Calloway, Chairman	LABCONCO Corp.	8811 Prospect	Kansas City,	Missouri	64132	Redman
Mr. Robert A. Long	Arthur Andersen & Co.	Commerce Tower	Kansas City,	Missouri	64105	Bob
Ned Small, M.D.	No. 33 Compton Court	Shawnee Mission,	Kansas	66208		Ned
Mr. Robert W. Hagestaff, Chairman	Coca-Cola of Mid-America, Inc.	9000 Marshall Drive	Shawnee Mission,	Kansas	66201	Bob
Mr. Joseph B. Gregg	Morrison, Gregg, Mitchell Grain	4800 Main Street	Kansas City,	Missouri	64112	Joe
Mr. Miller Nichols	J. C. Nichols Co.	310 Ward Parkway	Kansas City,	Missouri	64112	Miller
Mr. [illegible]	J. C. Nichols Co.	310 Ward Parkway	Kansas City,	Missouri	64112	Lynn
Mr. Boo Owen	Boo Owen & Co., Realtors	7121 West 79th	Overland Park,	Kansas	66204	Dad

Mr. Dave Owen

STATE BANK of STANLEY
SINCE 1905

913 – 681-2511 • Post Office Box 8, STANLEY, KANSAS 66223

DAVID C. OWEN
Chairman of the Board
President
STANLEY D. BUSS
Executive Vice President
WALTER D. DOTSON
Vice President
H. J. WELTON
Cashier
STEVEN R. SULLIVAN
Assistant Cashier
ROBERT L. JACKSON JR. Director
LYNN L. McCARTHY Director
RICHARD W. RADKE DDS Director
M R WINDHAM Director

March 26, 1980

Ms. Gracia Barker-Cross
National Republican
Senatorial Committee
227 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Dear Gracia:

Enclosed herein please find the following checks for my Senate Trust group. We should have a few more contributions very soon.

- Redman Callaway - $ 500.00
- W. F. McGinnis - $ 500.00
- Cliff C. Jones - $ 500.00
- Robert C. Owen - $ 500.00
- Henry W. Bloch - $1,000.00
- Robt. Wagstaff - $1,000.00
- Miller Nichols - $1,000.00 - in Nichols' file
- David C. Owen - $ 500.00

Sincerely yours,

David C. Owen

DCO/ks

Enclosures

Member Federal Deposit Insurance Corporation

95043082228

SENATOR JOHN HEINZ,
CHAIRMAN

WILLIAM L. ARMSTRONG
RUDY BOSCHWITZ
S. I. HAYAKAWA
GORDON HUMPHREY
ROGER JEPSEN
NANCY LANDON KASSEBAUM
RICHARD G. LUGAR
LARRY PRESSLER
WILLIAM V. ROTH
HARRISON SCHMITT
ALAN K. SIMPSON
ROBERT T. STAFFORD
MALCOLM WALLOP

National Republican Senatorial Committee

May 19, 1980

Mr. Redman Callaway
Chairman
LABCONCO Corporation
8811 Prospect
Kansas City, Missouri 64132

Dear Mr. Callaway:

Frankly, I doubt if most Americans will ever know of the commitment you've made to this nation. But I know, and I would like to thank you for your $500 contribution. On behalf of my colleagues, I want to acknowledge the deep debt of gratitude we owe you.

When someone shares your goals and works with you to achieve them, which I feel we are doing in the Trust program, that person becomes your friend. I hope you share this feeling.

With warmest personal regards,

Yours sincerely,

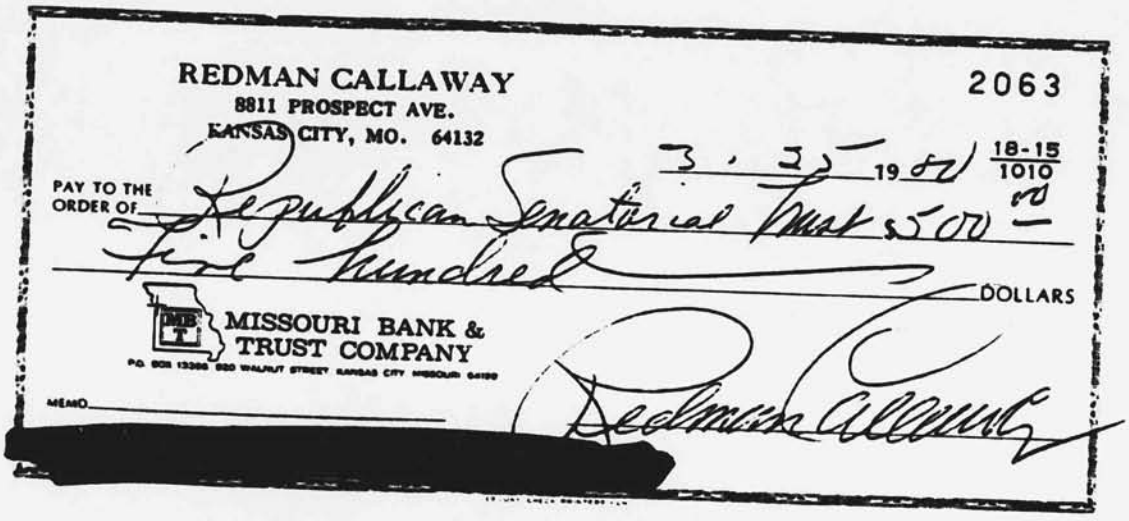
John Heinz
Chairman

JH:gbc

95043682229

227 Massachusetts Avenue, N.E. • Washington, D.C. 20002 • (202) 224-2351 • Rodney A. Smith, Treasurer
"A copy of our report is filed with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C."

Redman Callaway
Chairman
LABCONCO Corp.
8811 Prospect
Kansas City, Missouri 64132


REDMAN CALLAWAY
8811 PROSPECT AVE.
KANSAS CITY, MO. 64132

2063

3. 25 19 82 18-15 / 1010

PAY TO THE ORDER OF Republican Senatorial Trust $500 00

Five hundred DOLLARS

MISSOURI BANK & TRUST COMPANY

MEMO

Redman Callaway

950436822 70

SENATOR JOHN HEINZ,
CHAIRMAN

WILLIAM L. ARMSTRONG
RUDY BOSCHWITZ
S. I. HAYAKAWA
GORDON HUMPHREY
ROGER JEPSEN
NANCY LANDON KASSEBAUM
RICHARD G. LUGAR
LARRY PRESSLER
WILLIAM V. ROTH
HARRISON SCHMITT
ALAN K. SIMPSON
ROBERT T. STAFFORD
MALCOLM WALLOP

National Republican Senatorial Committee

May 19, 1980

Mr. W. F. McGinnis
President
LABCONCO, Inc.
8811 Prospect
Kansas City, Missouri 64132

Dear Mr. McGinnis:

I would like to thank you for your $500 contribution to the Trust this year. You have certainly been very supportive.

With the help of you and others in the Trust, my job is made easier. Every day I'm gaining more confidence in our ability to become the Majority in the Senate either in 1980 or 1982.

With warmest personal regards,

Sincerely,

John Heinz
Chairman

JH:gbc

95043682231

325 Massachusetts Avenue, N.E. • Washington, D.C. 20002 • (202) 224-2351 • Rodney A. Smith, Treasurer
A copy of our report is filed with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C.

Walt McGinnis
President
LABCONCO Corp.
8811 Prospect
Kansas City, Missouri 64132

W. F. OR DOROTHY M. McGINNIS
2600 VERONA RD. [redacted]
SHAWNEE MISSION, KANSAS 66208

5075

83-117
1010

2/29 19 80

PAY TO THE ORDER OF Republican Senatorial Trust $ 500 00/100

Five hundred + 00/100 DOLLARS

RBT Ranchmart Bank and Trust Company
9500 MISSION ROAD, OVERLAND PARK, KANSAS 66206

W. F. Mc [redacted]

⑈95043⑈ ⑆82-2-3-2⑆

[redacted]

SENATOR JOHN HEINZ,
CHAIRMAN

WILLIAM L. ARMSTRONG
RUDY BOSCHWITZ
S. I. HAYAKAWA
GORDON HUMPHREY
ROGER JEPSEN
NANCY LANDON KASSEBAUM
RICHARD G. LUGAR
LARRY PRESSLER
WILLIAM V. ROTH
HARRISON SCHMITT
ALAN K. SIMPSON
ROBERT T. STAFFORD
MALCOLM WALLOP

National Republican Senatorial Committee

May 19, 1980

Mr. Cliff C. Jones
Chairman of the Board
Jones & Babson, Inc.
2440 Pershing Road
Kansas City, Missouri 64108

Dear Mr. Jones:

Frankly, I doubt if most Americans will ever know of the commitment you've made to this nation. But I know, and I would like to thank you for your $500 contribution. On behalf of my colleagues, I want to acknowledge the deep debt of gratitude we owe you.

When someone shares your goals and works with you to achieve them, which I feel we are doing in the Trust program, that person becomes your friend. I hope you share this feeling.

With warmest personal regards,

Yours sincerely,

John Heinz
Chairman

JH:gbc

95043682233

Cliff C. Jones
Chairman of the Board
Jones & Babson, Inc.
Kansas City, Missouri

5288

CLIFF C. JONES
6408 ABERDEEN RD.
SHAWNEE MISSION, KANSAS 66208

2/22 1980 18-1/1010

PAY TO THE ORDER OF The Republican Senatorial Trust $500.00

Five Hundred 00/100 DOLLARS

COMMERCE BANK
of Kansas City Missouri 64141

FOR _____ Cliff Jones

[redacted]

816
471-5200
Reading Road
64108
2440

SENATOR JOHN HEINZ,
CHAIRMAN

WILLIAM L. ARMSTRONG
RUDY BOSCHWITZ
S. I. HAYAKAWA
GORDON HUMPHREY
ROGER JEPSEN
NANCY LANDON KASSEBAUM
RICHARD G. LUGAR
LARRY PRESSLER
WILLIAM V. ROTH
HARRISON SCHMITT
ALAN K. SIMPSON
ROBERT T. STAFFORD
MALCOLM WALLOP

National Republican Senatorial Committee

May 19, 1980

Mr. Robert C. Owen
Bob Owen & Company
7121 West 79th
Overland Park, Kansas 66204

Dear Mr. Owen:

I would like to thank you for your $500 contribution to the Trust this year. You have certainly been very supportive.

With the help of you and others in the Trust, my job is made easier. Every day I'm gaining more confidence in our ability to become the Majority in the Senate either in 1980 or 1982.

With warmest personal regards,

Sincerely,

John Heinz
Chairman

JH:gbc

95043682235

Robert C. Owen
Bob Owen & Co., Realtors
7121 West 79th
Overland Park, Kansas 66204

ROBERT C. & MARJORIE G. OWEN
6832 W. 100TH ST.
OVERLAND PARK. KAN. 66212

5512

Mar 3 19 80 83-978/1010

PAY TO THE ORDER OF National Republican Senate Trust $ 500.00

Five Hundred and no/100 DOLLARS

The Overland Park State Bank
AND TRUST COMPANY
OVERLAND PARK, KANSAS 66204

FOR 1980 Pledge

Robert C Owen

[redacted]

95043822376

SENATOR JOHN HEINZ,
CHAIRMAN

WILLIAM L. ARMSTRONG
RUDY BOSCHWITZ
S. I. HAYAKAWA
GORDON HUMPHREY
ROGER JEPSEN
NANCY LANDON KASSEBAUM
RICHARD G. LUGAR
LARRY PRESSLER
WILLIAM V. ROTH
HARRISON SCHMITT
ALAN K. SIMPSON
ROBERT T. STAFFORD
MALCOLM WALLOP

National Republican Senatorial Committee

May 19, 1980

Mr. Henry W. Bloch
President
H & R Block, Inc.
4410 Main Street
Kansas City, Missouri 64105

Dear Mr. Bloch:

Frankly, I doubt if most Americans will ever know of the commitment you've made to this nation. But I know, and I would like to thank you for your $1,000 contribution. On behalf of my colleagues, I want to acknowledge the deep debt of gratitude we owe you.

When someone shares your goals and works with you to achieve them, which I feel we are doing in the Trust program, that person becomes your friend. I hope you share this feeling.

With warmest personal regards,

Yours sincerely,

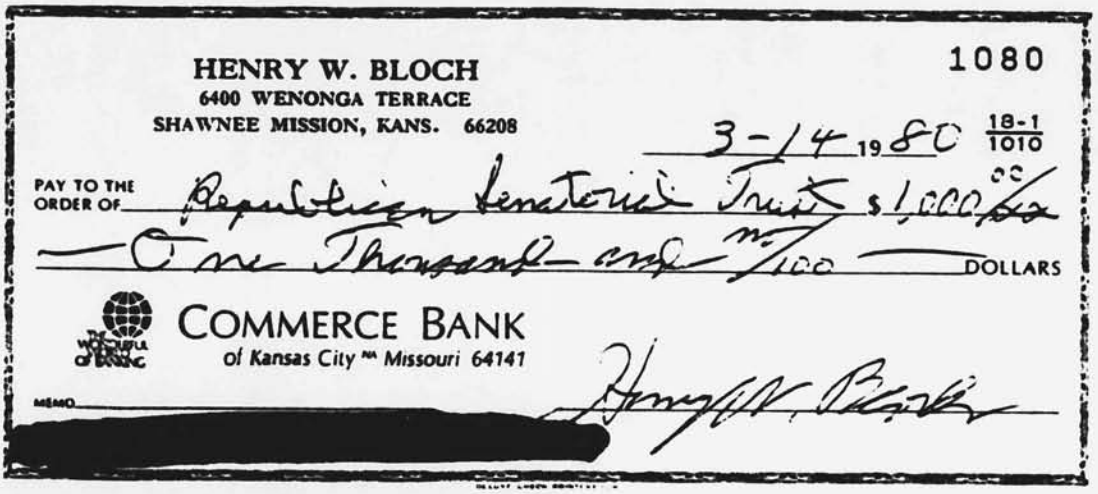
John Heinz
Chairman

JH:gbc

95043682237

227 Massachusetts Avenue, N.E. • Washington, D.C. 20002 • (202) 224-2351 • Rodney A. Smith, Treasurer
"A copy of our report is filed with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C."

Henry W. Bloch
President
H & R Block, Inc.
4410 Main Street
Kansas City, Missouri 64105



HENRY W. BLOCH
6400 WENONGA TERRACE
SHAWNEE MISSION, KANS. 66208

1080

3-14 1980 18-1 1010

PAY TO THE ORDER OF Republican Senatorial Trust $1,000 00

One Thousand and no/100 DOLLARS

COMMERCE BANK
of Kansas City Missouri 64141

MEMO [redacted]

Henry W. Bloch

9504368223 8

SENATOR JOHN HEINZ,
CHAIRMAN

WILLIAM L. ARMSTRONG
RUDY BOSCHWITZ
S. I. HAYAKAWA
GORDON HUMPHREY
ROGER JEPSEN
NANCY LANDON KASSEBAUM
RICHARD G. LUGAR
LARRY PRESSLER
WILLIAM V. ROTH
HARRISON SCHMITT
ALAN K. SIMPSON
ROBERT T. STAFFORD
MALCOLM WALLOP

National Republican Senatorial Committee

May 19, 1980

Mr. Robert W. Wagstaff
Chairman
Coca-Cola of Mid-America, Inc.
9000 Marshall Drive
Shawnee Mission, Kansas 66201

Dear Mr. Wagstaff:

Frankly, I doubt if most Americans will ever know of the commitment you've made to this nation. But I know, and I would like to thank you for your $1,000 contribution. On behalf of my colleagues, I want to acknowledge the deep debt of gratitude we owe you.

When someone shares your goals and works with you to achieve them, which I feel we are doing in the Trust program, that person becomes your friend. I hope you share this feeling.

With warmest personal regards,

Yours sincerely,

John Heinz
Chairman

JH:gbc

95043682239

Robert W. Wagstaff
Chairman
Coca-Cola of Mid-America, Inc.
9000 Marshall Drive
Shawnee Mission, Kansas 66201

ROBERT W. WAGSTAFF 11451

PAY TO THE ORDER OF Republican Senatorial Trust March 5, 19 80 $1,000.00

One thousand & no/100---------- DOLLARS

93-1474
1010

Kansas National Bank
AND TRUST COMPANY
83RD STREET AND MISSION ROAD IN "CORINTH SQUARE" PRAIRIE VILLAGE, KANSAS 66208

[redacted]

Robert W. Wagstaff

950436822240

SENATOR JOHN HEINZ,
CHAIRMAN

WILLIAM L. ARMSTRONG
RUDY BOSCHWITZ
S. I. HAYAKAWA
GORDON HUMPHREY
ROGER JEPSEN
NANCY LANDON KASSEBAUM
RICHARD G. LUGAR
LARRY PRESSLER
WILLIAM V. ROTH
HARRISON SCHMITT
ALAN K. SIMPSON
ROBERT T. STAFFORD
MALCOLM WALLOP

National Republican Senatorial Committee

May 19, 1980

Mr. David C. Owen
Chairman of the Board
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

Dear Dave:

Frankly, I doubt if most Americans will ever know of the commitment you've made to this nation. But I know, and I would like to thank you for your $500 contribution. On behalf of my colleagues, I want to acknowledge the deep debt of gratitude we owe you.

When someone shares your goals and works with you to achieve them, which I feel we are doing in the Trust program, that person becomes your friend. I hope you share this feeling.

With warmest personal regards,

Yours sincerely,

John Heinz
Chairman

JH:gbc

95043682241

227 Massachusetts Avenue, N.E. • Washington, D.C. 20002 • (202) 224-2351 • Rodney A. Smith, Treasurer
A copy of our report is filed with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C.

David C. Owen
Chairman of the Board
& President
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

9504368222422

DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KAN. 66061

536

3-26 19 80

83-260
1010

PAY TO THE ORDER OF Republican Senatorial Trust $ 500 00

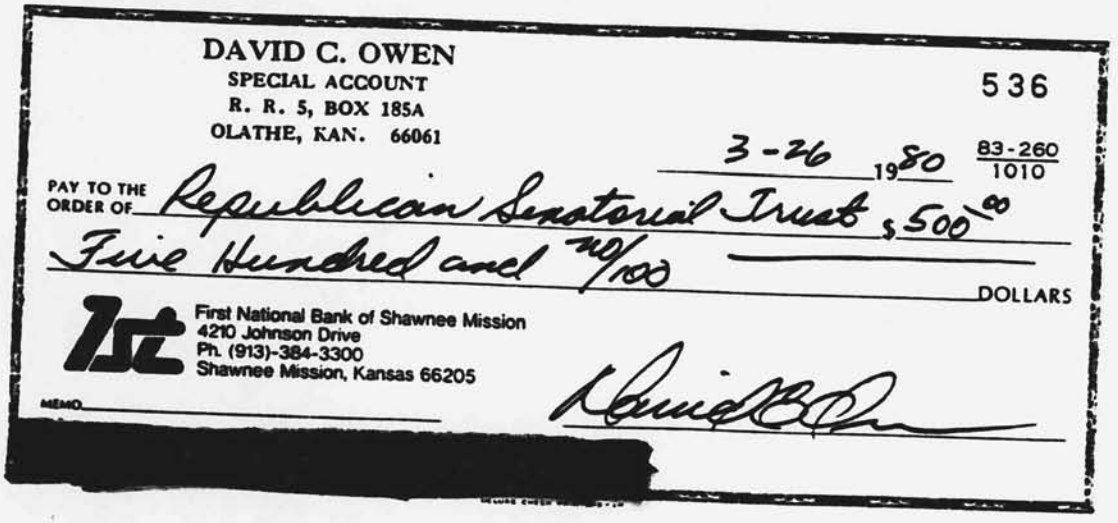
Five Hundred and 00/100 DOLLARS

1st First National Bank of Shawnee Mission
4210 Johnson Drive
Ph. (913)-384-3300
Shawnee Mission, Kansas 66205

MEMO

[redacted]

David C. Owen
Chairman of the Board
& President
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223



DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KAN. 66061

536

3-26 1980 83-260/1010

PAY TO THE ORDER OF Republican Senatorial Trust $500.00

Five Hundred and no/100 DOLLARS

First National Bank of Shawnee Mission
4210 Johnson Drive
Ph. (913)-384-3300
Shawnee Mission, Kansas 66205

MEMO

David C. Owen

[redacted]

9504368224 3

June 20, 1980

Mr. P. H. Henson
United Telecommunications, Inc.
P. O. Box 11315
Kansas City, Missouri 64105

Dear Mr. Henson:

Frankly, I doubt if most Americans will ever know of the commitment you've made to this nation. But I know, and I would like to thank you for your $1,000 contribution. On behalf of my colleagues, I want to acknowledge the deep debt of gratitude we owe you.

When someone shares your goals and works with you to achieve them, which I feel we are doing in the Trust program, that person becomes your friend. I hope you share this feeling.

With warmest personal regards,

Yours sincerely,

John Heinz
Chairman

JH:gbc

950436822244

Mr. P. H. Henson
Chairman
United Telecommunications, Inc.
P. O. Box 11315
Kansas City, Missouri 64105

9504368224 5

6688

P. H. HENSON
P. O. BOX 11315
KANSAS CITY, MO. 64112

4/23 19 80 16-69/1010

PAY TO THE ORDER OF Republican Senatorial Trust $ 1,000.00

One thousand and 00/100 DOLLARS

united missouri bank
of kansas city, national association
Kansas City, Missouri 64141

361

P H Henson

MEMO [redacted]

David C. Owen

May 2, 1980

Ms. Gracia Barker-Cross
National Republican
Senatorial Committee
227 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Dear Gracia:

Please find enclosed a $1,000.00 contribution from Mr. Paul Henson, who is a member of my Trust Group.

I should be sending more money very soon. This brings our 1980 total to $6,500.00.

Sincerely yours,

David C. Owen

DCO/ks

Enclosure

• 9504368221 6

P. O. BOX 8 STANLEY, KANSAS 66223 (913) 681-2511

June 20, 1980

Mr. Joseph B. Gregg
Morrison-Gregg-Mitchell Grain Company
4800 Main Street
Kansas City, Missouri 64112

Dear Mr. Gregg:

Frankly, I doubt if most Americans will ever know of the commitment you've made to this nation. But I know, and I would like to thank you for your $1,000 contribution. On behalf of my colleagues, I want to acknowledge the deep debt of gratitude we owe you.

When someone shares your goals and works with you to achieve them, which I feel we are doing in the Trust program, that person becomes your friend. I hope you share this feeling.

With warmest personal regards,

Yours sincerely,

John Heinz
Chairman

JH:gbc

950436822447

Joseph B. Gregg
Partner
Morrison-Gregg-Mitchell Grain Company
4800 Main Street
Kansas City, Missouri 64112

MORRISON-GREGG-MITCHELL GRAIN CO. 34800
4800 MAIN STREET
KANSAS CITY, MISSOURI 64112

May 13 1980 18-1/1010

PAY TO THE ORDER OF Republican Senatorial Trust $1000 00

[redacted] DOLLARS

COMMERCE BANK
of Kansas City Missouri 64141

MORRISON-GREGG-MITCHELL GRAIN CO.

[redacted]

9504368224 8

David C. Owen

May 16, 1980

Ms. Gracia Barker-Cross
National Republican
Senatorial Committee
227 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Dear Gracia:

Please find enclosed another check for my Trust Group.

This one is from Mr. Joseph B. Gregg, in the amount of $1,000.00.

I should be sending you a few more very soon.

Sincerely yours,

David C. Owen

DCO/ks

Enclosure

9504360822419

P. O. BOX 8 STANLEY, KANSAS 66223 (913) 681-2511

SENATOR JOHN HEINZ,
CHAIRMAN

WILLIAM L. ARMSTRONG
RUDY BOSCHWITZ
S. I. HAYAKAWA
GORDON HUMPHREY
ROGER JEPSEN
NANCY LANDON KASSEBAUM
RICHARD G. LUGAR
LARRY PRESSLER
WILLIAM V. ROTH
HARRISON SCHMITT
ALAN K. SIMPSON
ROBERT T. STAFFORD
MALCOLM WALLOP

National Republican Senatorial Committee

July 24, 1980

Mr. Alfred J. Hoffman
President
Jones & Babson
1440 Pershing Road
Kansas City, Missouri 64105

Dear Mr. Hoffman:

I would like to thank you for your $500 contribution to the Trust this year. You have certainly been very supportive.

With the help of you and others in the Trust, my job is made easier. Every day I'm gaining more confidence in our ability to become the Majority in the Senate either in 1980 or 1982.

With warmest personal regards,

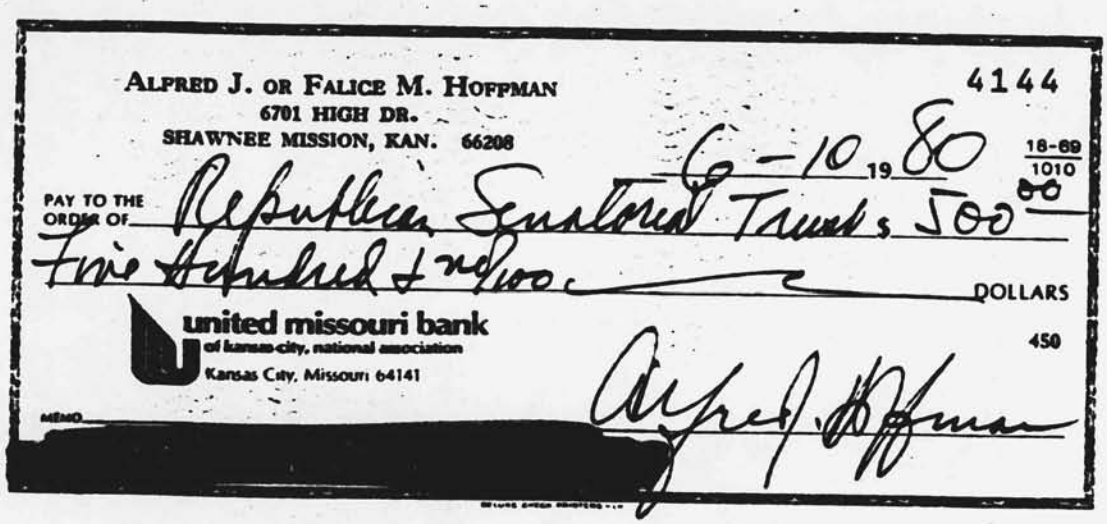
Sincerely,

John Heinz
Chairman

JH:gbc

95043682250

Mr. Alfred J. Hoffman
President
Jones & Babson
1440 Pershing Road
Kansas City, Missouri 64105



9504368225 1

David C. Owen

June 13, 1980

Ms. Gracia Barker-Cross
National Republican
Senatorial Committee
227 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Dear Gracia:

Please find enclosed another check for my Trust Group.

This one is from Mr. Alfred Hoffman, in the amount of $500.00.

I should be sending you a few more very soon.

Sincerely yours,

David C. Owen

DCO/ks

Enclosure

P. O. BOX 23008 STANLEY, KANSAS 66223 (913) 681-2511

9504368222552

SENATOR JOHN HEINZ,
CHAIRMAN

WILLIAM L. ARMSTRONG
RUDY BOSCHWITZ
S. I. HAYAKAWA
GORDON HUMPHREY
ROGER JEPSEN
NANCY LANDON KASSEBAUM
RICHARD G. LUGAR
LARRY PRESSLER
WILLIAM V. ROTH
HARRISON SCHMITT
ALAN K. SIMPSON
ROBERT T. STAFFORD
MALCOLM WALLOP

National Republican Senatorial Committee

August 1, 1980

Mr. Robert A. Long
Arthur Andersen & Company
P. O. Box 13406
Kansas City, Missouri 64199

Dear Mr. Long:

During the Republican National Convention, Dave Owen gave me the enclosed check to cover your commitment to the Senatorial Trust.

Since the Federal Election Commission does not permit us to accept contributions from corporations or incorporated organizations, I would appreciate your verifying the status of this check.

If it is in violation of the F.E.C. ruling, please submit your personal check.

Please don't hesitate to give me a call if you have any questions -- (202) 224-4285.

Many thanks for your cooperation.

Cordially,

Gracia Barker-Cross

Gracia Barker-Cross
Senatorial Trust

Enclosure

95043682253

ARTHUR ANDERSEN & Co.
1600 COMMERCE TOWER, BOX 13406
KANSAS CITY, MISSOURI 64199

17144

July 9 1980

18-69
1010

PAY TO THE ORDER OF Republican Senatorial Trust $1,000.00

ARTHUR ANDERSEN [illegible] DOLLARS

united missouri bank
of kansas city, national association
Kansas City, Missouri 64141

ARTHUR ANDERSEN & CO.

240

Robert A. Long

[redacted]

ARTHUR ANDERSEN & Co.

occupation: partner
Arthur Andersen
Kansas City, Missouri

P. O. Box 13406
1600 Commerce Tower
Kansas City, Missouri 64199
(816) 221-4200

August 20, 1980

Ms. Gracia Barker-Cross
Senatorial Trust
National Republic Senatorial Committee
227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

Dear Ms. Barker-Cross:

I am returning the attached check to you. You will recall this is the check Dave Owens gave you to cover my commitment to the Senatorial Trust. Arthur Andersen & Co. is not a corporation; it is a partnership. As such, it is not a violation of the Federal Election Commission's ruling. As a matter of fact, the partnership has been reimbursed by personal checks for this amount. You should have no problem in negotiating the check in my individual personal name, Robert A. Long, and it can be reported as such.

If you have any questions, please give me a call.

Sincerely,

R. A. Long

PK

Att.

95043682254

ARTHUR ANDERSEN & Co.

occupation: partner
Arthur Andersen
Kansas City, Missouri

P. O. Box 13406
1600 Commerce Tower
Kansas City, Missouri 64199
(816) 221-4200

August 20, 1980

Ms. Gracia Barker-Cross
Senatorial Trust
National Republic Senatorial Committee
227 Massachusetts Avenue, N.E.
Washington, D. C. 20002

Dear Ms. Barker-Cross:

I am returning the attached check to you. You will recall this is the check Dave Owens gave you to cover my commitment to the Senatorial Trust. Arthur Andersen & Co. is not a corporation; it is a partnership. As such, it is not a violation of the Federal Election Commission's ruling. As a matter of fact, the partnership has been reimbursed by personal checks for this amount. You should have no problem in negotiating the check in my individual personal name, Robert A. Long, and it can be reported as such.

If you have any questions, please give me a call.

Sincerely,

R. A. Long

95043682255

ARTHUR ANDERSEN & Co.
1600 COMMERCE TOWER, BOX 13406
KANSAS CITY, MISSOURI 64199

17144

July 9 1980 18-69/1010

PAY TO THE ORDER OF Republican Senatorial Trust $1,000.00

ARTHUR ANDERSEN One Thousand and 00/100 DOLLARS

united missouri bank
of kansas city, national association
Kansas City, Missouri 64141

ARTHUR ANDERSEN & CO.
240

Robert A. Long

[redacted]

SENATOR JOHN HEINZ,
CHAIRMAN

WILLIAM L. ARMSTRONG
RUDY BOSCHWITZ
S. I. HAYAKAWA
GORDON HUMPHREY
ROGER JEPSEN
NANCY LANDON KASSEBAUM
RICHARD G. LUGAR
LARRY PRESSLER
WILLIAM V. ROTH
HARRISON SCHMITT
ALAN K. SIMPSON
ROBERT T. STAFFORD
MALCOLM WALLOP

National Republican Senatorial Committee

October 16, 1980

Mr. R. A. Long
Arthur Andersen & Company
P. O. Box 13406
Kansas City, Missouri 64199

Dear Mr. Long:

Frankly, I doubt if most Americans will ever know of the commitment you've made to this nation. But I know, and I would like to thank you for your $1,000 contribution. On behalf of my colleagues, I want to acknowledge the deep debt of gratitude we owe you.

When someone shares your goals and works with you to achieve them, which I feel we are doing in the Trust program, that person becomes your friend. I hope you share this feeling.

With warmest personal regards,

Yours sincerely,

John Heinz
Chairman

JH:gbc

95043682256

9 5 0 4 3 6 8 2 2 5 7

THE GAZETTE

William Allen White, 1895 - 1944
William Lindsay White, 1944 - 1973

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Systems Manager

Glen Albert Bradshaw,
Production Manager

Everett Ray Call,
Managing Editor

Glenn Edward Johnson,
Pressroom Foreman

Darrell Lee Rangel,
Circulation Manager

Elizabeth Thomas Robinson,
Advertising Manager

MONDAY , NOVEMBER 10, 1980

Starting Early

GOOD news for the Grand Old Party of Kansas came over the Associated Press wire last week: David Owen dropped the hint that he might run for Governor in 1982. If incumbent John Carlin seeks re-election he could be hard to beat, but Mr. Owen is just the man who can do it.

"I have a lot of people I want to visit with before I make a formal announcement, but I am pursuing the matter with a great deal of interest," Mr. Owen said. Translated from politicalese to English, that means: "I'll run if I can get some backing."

—

Mr. Owen has a habit of coming out on top in politics. He managed Sen. Robert Dole's successful 1980 campaign. Two years ago he was co-chairman for Sen. Nancy Kassebaum.

He also is a proven winner. He was elected to the Kansas Senate in 1968 and won the job of lieutenant governor in 1972 even though a Democrat, Robert Docking, was elected governor (in those days, the two posts were filled separately).

Despite all his experience, Mr. Owen still is young — 42 — and has the looks and charm to come over well on television.

He runs a bank in Stanley, Kan. (No one seems to know where Stanley is, but it was described in the news item as "a suburb of Kansas City, Kan.")

—

David Owen has a list of accomplishments as long as a giraffe's neck — everything from little All-American basketball player to Outstanding Young Man of America. He is almost an ideal candidate, and the Republicans of Kansas would be smart to sign him up while he is in the mood. — R.C.

9504368258

9 5 0 4 3 6 8 2 2 5 9

A rare cowboy

Banker-politician is a rodeo roper

By Ron Fredman
staff writer

If Dave Owen had as much luck lassoing votes as he did roping calves at the American Royal Rodeo, he never would have been elected lieutenant governor of Kansas.

Owen, a 42-year-old politician, bank president, father and farm owner, also is a professional cowboy. The Olathe resident served as lieutenant governor 1972-1974.

During the American Royal at Kemper Arena, his first attempt at calf roping — early in the 5-day event — went for naught when he failed to rope and tie the calf in the maximum 35 seconds. Sunday he failed when he could not rope the calf.

Owen was out a little money, but that didn't seem to bother him. Being president of the State Bank of Stanley may have helped, but Owen insisted he participates in rodeos only for one reason, the fun of it.

"I sure don't make a lot of money doing this," he said. "In fact, it's probably not even profitable for me. I'm attracted to it from the athletic standpoint. It's quite a challenge."

Calf roping, a timed event, takes considerable coordination between the cowboy and his horse. The calf is given a brief head start, then the cowboy takes out after it. He must throw his rope around the calf's head, dismount, throw the animal to the ground, and tie together any three of its legs. He then remounts, and gives the calf six seconds to try to struggle free.

A bank president seems a little out of place at a rodeo, and spectators often approach and ask him about this. The cowboys, however, are different. "They don't think anything about me being a bank president," he said. "We have a good friendship based on roping."

Indeed, it was cowboy friends who aroused Owen's interest in the sport. Owen said he grew up around horses at his parents' farm, but he did not become interested in rodeo until six years ago. Now he participates in 30 to 40 a year.

"I have a lot of good friends who are rodeo cowboys," he said, "and I started going to shows with them. Soon I decided to try my hand at it. I liked it enough I wanted to pursue it. Now, I'll probably be rodeoing for a number of years. I still enjoy competing. I'll keep it up a long while.

"When I started, I took a lot of falls, a lot of scrapes and bruises. This is a very difficult sport. It's hard on the body."

He stands 6-3 and weighs 200 pounds. He said it helps to be tall and a little heavy. "You run into some pretty good-sized calves out there." Most weigh about 325 pounds.

Dave Owen of Olathe, former lieutenant governor of Kansas, watches calf-roping competition in Kemper Arena during the American Royal rodeo. Owen, a professional rodeo calf roper, exceeded the 35-second limit last week. ***(staff photo by Rick Solberg)***

9 5 0 4 3 6 8 2 2 6 0

Owen testing political waters

Here we go again!

Even before your correspondent could begin to field new suggestions about how to slim an excessive midsection or think of something similarly silly to fill this space following presidential elections earlier this month, a matter-politic reared its head.

Nor was it too ugly to mention so soon.

WIRE SERVICES and the mail indicated Dave Owen was not only thinking, but thinking seriously, of runnning for governor two years hence.

Dave is a pretty good looking guy. Point one in his favor. So was Ronald Reagan.

And since it was much to early to explore issues that could arise from the 1981 Kansas Legislature and the Reagan administration's initial impact on inflation, taxes and the national economy, it seemed a likely time to review an even more unusual list of qualifications, in politics and personal, than those of his party's President-elect:

— Former Republican lieutenant-governor during Democrat Gov. Bob Docking's last term, 1972-74, after four years in state Senate. The governorship offices were not teamed then as they are now.

Fred Harris

Midtown Musings

— Took over U.S. Sen. Bob Dole's 1974 campaign when the senator was down some 25 points in the polls to his opponent, Bill Roy, and managed it to a narrow election day victory.

— Repeated the performance in 1978 for U.S. Sen. Nancy Landon Kassebaum when she was trailing against the same opponent. This time his candidate won by a big margin.

— Directed the Dole 1980 landslide over Democrat John Simpson.

All of the above indicated Owen was a master of political organization who kept getting better, campaign after campaign. That no doubt had a bearing on his testing the waters early. To do the job right, it would take money. For governor, there was only so much to go around.

WITH HIS SUCCESSES in senatorial campaigns, in no case did Owen have candidates with the colorful down-home backgrounds he will present to Kansas voters in 1982. For instance, when do you recall a political candidate with accomplishments such as:

— Little All-American basketball player from small town Ottawa University.

— Member Professional Cowboys Association who takes a month off from his Stanley bank each summer to follow the rodeo circuit as a calf-roper.

— Flew copilot on many of the twin engine planes that carried the senatorial candidates on their campaign swings back and forth across the state.

— Momentarily missing one Sunday in Washington D.C. during the Dole '74 effort, he was located riding a 250 cc Suzuki at a motocross outside the nation's capital.

— Former "Outstanding Young Man of America" as a result of all those things and more.

DAVE OWEN dropped out of consideration for the race for governor in 1974 because of his family. The Owen kids were at the ages then that he felt they needed a full-time father.

He knew the rigors of the governorship could isolate him from them too much and too often.

Now that time has passed. Dave Owen is back! And at age 42, the news portends well for the State of Kansas and the GOP of the future.

Dave Owen

for

Governor

P.O. BOX [illegible]

[illegible], KS [illegible]

NEWS RELEASE!

FOR ADDITIONAL INFORMATION:
Russ Constans
(913) 681-2153

EMBARGOED UNTIL 8:45 am
January 26, 1981

Dave Owen, Former Lieutenant Governor of Kansas, today announced that he we will seek the 1982 Republican nomination for Governor of Kansas.

"The people of this country spoke very decisively in the November elections, demanding fewer taxes, reduced government spending and less government interference in their lives. I am opposed to tax increases. If we have a cash balance problem in this state, then as far as I am concerned we have a spending problem, not a taxing problem," Owen said in announcing his candidacy.

Owen was a State Senator from 1968 to 1972, elected Lieutenant Governor from 1972 to 1974 and served as State Chairman for Senator Bob Dole's 1974 and 1980 campaigns as well as Co-Chairman for Senator Nancy Kassebaum's 1978 campaign.

"We need a return to the kind of fiscal conservatism we had under the administrations of Alf Landon, Frank Carlson and Bob Docking," Owen said. "During my six years in Topeka as Lieutenant Governor and member of the Senate Ways and Means Committee we had substantial cash balances and balanced budgets in those days. That philosophy is as good today as it was then. The present Governor's latest effort is commendable but could be compared to closing the barn door after the horse got out," Owen said.

-30-

"GET DOIN' WITH DAVE"

9504368261

Dave Owen

for

Governor

P.O. BOX [illegible]

[illegible]

FOR ADDITIONAL INFORMATION:
Russ Constans
(913) 681-2153

PRESS ADVISORY

The following is a schedule of Press Conferences which will be held by Dave Owen on Monday, January 26, 1981.

TIME	CITY	LOCATION
8:45 - 9:15 am	TOPEKA	State Capitol, Blue Room, First Floor.
10:30 - 11:00 am	KANSAS CITY, KS	Holiday Inn Towers, 424 Minnesota, Osage Room.
1:00 - 1:30 pm	WICHITA	Wichita Royale, 125 N. Market, Suite 610.
3:15 - 3:45 pm	PITTSBURG	Pittsburg Airport, Upstairs Meeting Room.
7:00 - 7:30 pm	HAYS	Hays Airport, Airport Lobby.

9504368226 2

SENATOR RICHARD G. LUGAR
CHAIRMAN

MITCHELL E. DANIELS, JR.
EXECUTIVE DIRECTOR

National Republican Senatorial Committee

January 27, 1984

Mr. David C. Owen
Chairman of the Board
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

Dear Dave:

I understand you are interested in renewing your membership in the Senatorial Trust, and I would like to extend an invitation for you to rejoin.

Our membership is limited to 200, but your spouse or a guest is included in all activities. The annual membership contribution is $10,000. However, I am offering the following options for payment of 1984 Trust dues:

1. Contribute $10,000 to 1984 Senate candidates of your choice outside your home state by May 15, 1984.

2. Contribute a portion of your dues to the Trust and the remainder to 1984 Senate candidates outside your state by May 15, 1984.

3. Contribute the usual $10,000 to the Trust.

By choosing the first option, it is possible for as much as two million dollars to go to Senate candidates over and above the eight million dollars this Committee can directly give to candidates. I find this very exciting.

It is very important we do not lose the concept of the Trust. Therefore, your checks must be sent to the Senatorial Trust office for credit toward payment of your dues. Your checks must be made payable to the campaigns of your choice, and I will forward them, letting the campaigns know the contributions came from a member of the Senatorial Trust.

My sole purpose is to achieve the best possible results in 1984 to maintain control of the Senate.

95043682263

Stanton Square Office Townhouses • 404 C Street, N.E. • Washington, D.C. 20002 • (202) 224-2351 • Robert J. Perkins, Treasurer
Paid for and authorized by the National Republican Senatorial Committee.

If you have any questions, please call the Trust Coordinator, Gracia Barker-Cross, at (202) 224-4285. She will be glad to discuss the program with you.

Enclosed is our schedule for this year. The first Trust meeting will be held on Wednesday, February 29. The morning and afternoon sessions, as well as lunch, will be at the Hyatt Regency on Capitol Hill starting at 10:00 a.m. Our plans for the evening have not been completed; however, you will receive an agenda as soon as they are finalized.

If you are interested in joining this group, I have also enclosed a card so you can indicate your method of payment.

Thank you for your interest. I am looking forward to hearing from you.

Sincerely,

Richard G. Lugar
Chairman

RGL:gb

9504368226 4

1984 Trust member

Mr. David C. Owen
Chairman of the Board
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

(913) 681-2511

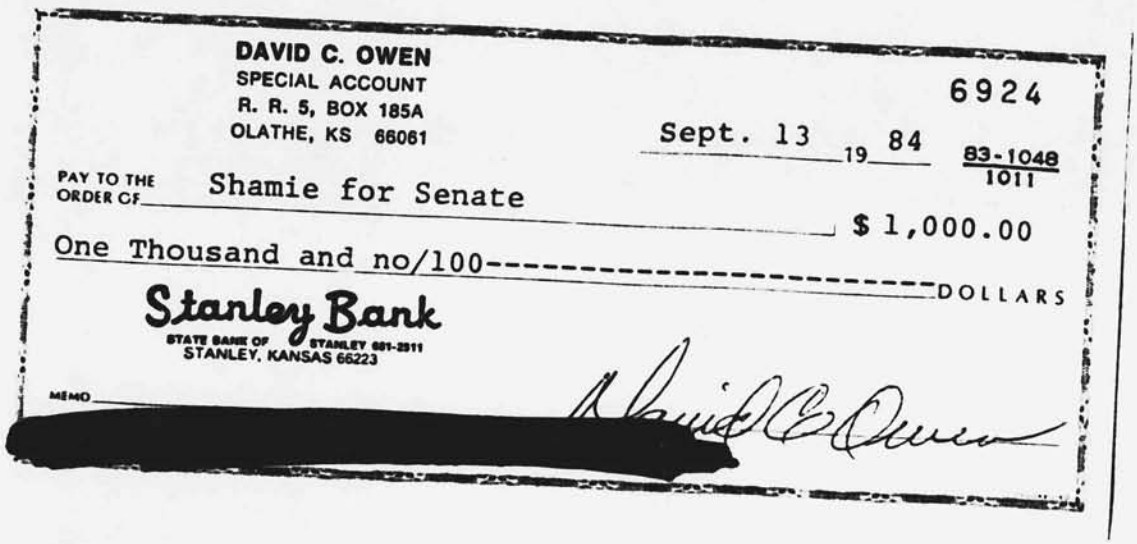
Dear Dave:

wife: Beverly

9504368226 5

Mr. David C. Owen
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

occupation: banker



DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KS 66061

6924

Sept. 13 19 84

83-1048
1011

PAY TO THE ORDER OF Shamie for Senate $ 1,000.00

One Thousand and no/100---------- DOLLARS

Stanley Bank
STATE BANK OF STANLEY 661-2511
STANLEY, KANSAS 66223

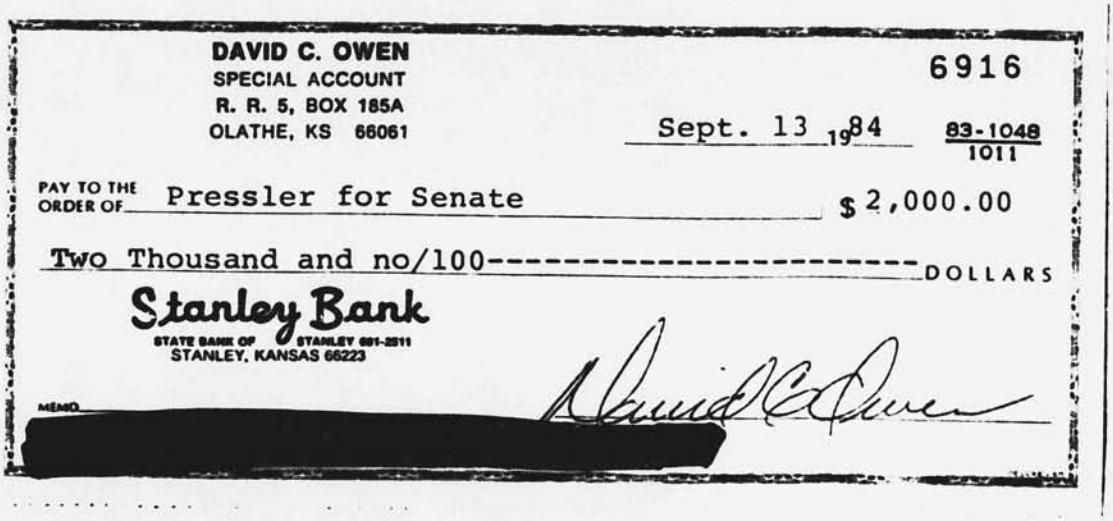
MEMO

David C. Owen

9504308226 6

Mr. David C. Owen
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

occupation: banker



DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KS 66061

6916

Sept. 13 1984

83-1048
1011

PAY TO THE ORDER OF Pressler for Senate $2,000.00

Two Thousand and no/100---------- DOLLARS

Stanley Bank
STATE BANK OF STANLEY 891-2511
STANLEY, KANSAS 66223

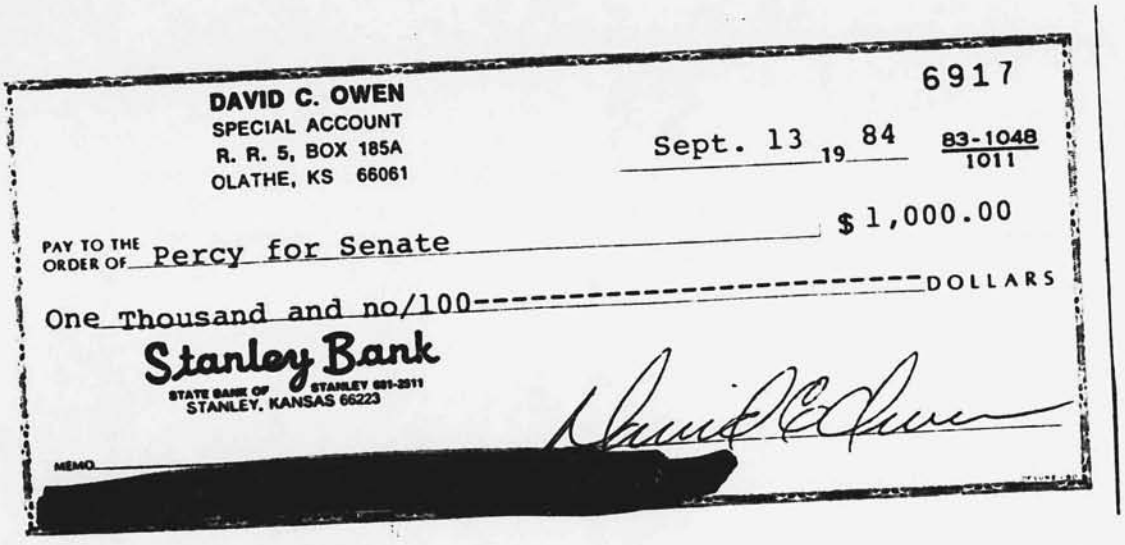
MEMO [redacted]

David C. Owen

9504368226 7

Mr. David C. Owen
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

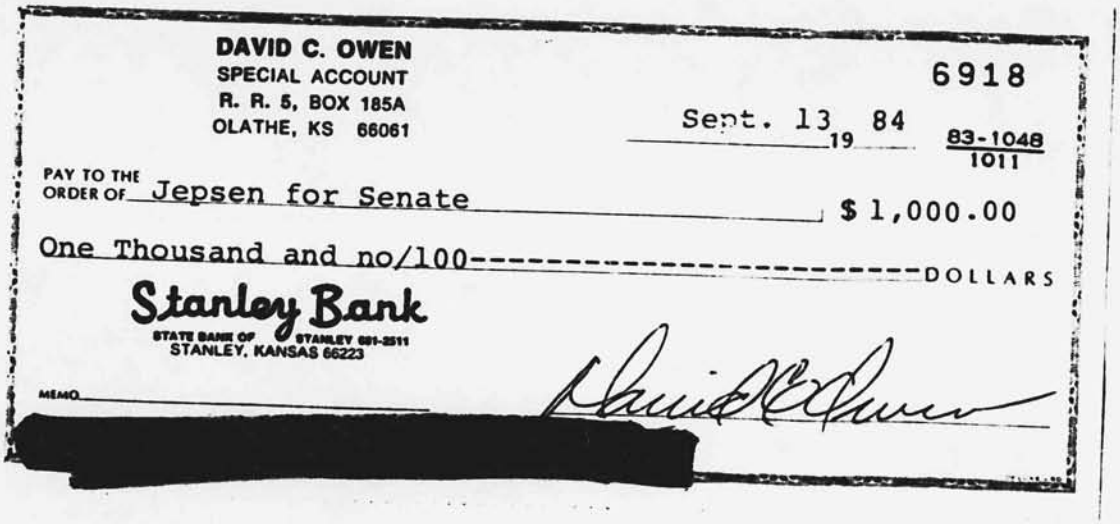
occupation: banker



9504368268

Mr. David C. Owen
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

occupation: banker



DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KS 66061

6918

Sept. 13 19 84

83-1048
1011

PAY TO THE ORDER OF Jepsen for Senate $ 1,000.00

One Thousand and no/100---------- DOLLARS

Stanley Bank
STATE BANK OF STANLEY 661-2511
STANLEY, KANSAS 66223

MEMO

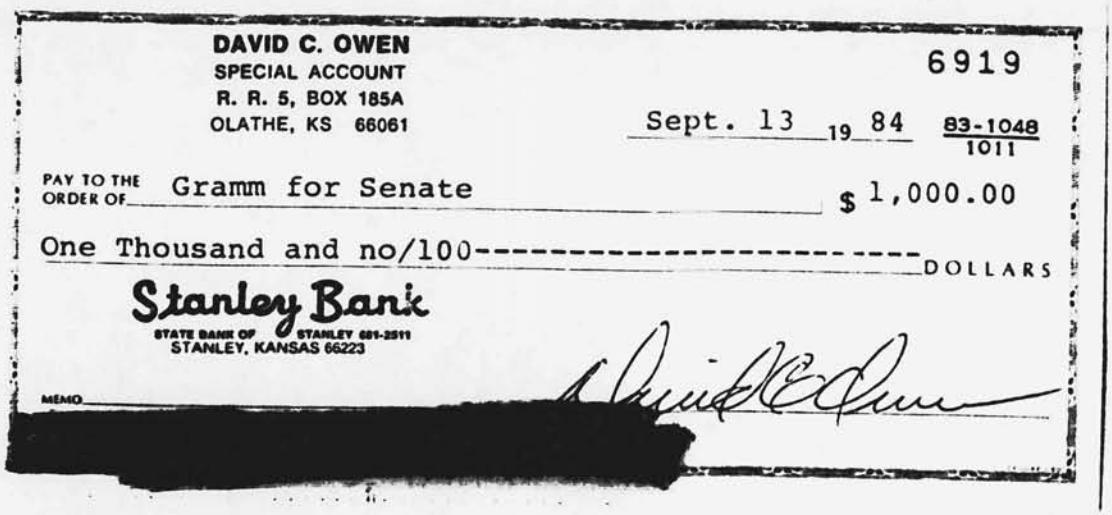
[redacted]

David C. Owen

9504368226 9

Mr. David C. Owen
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

occupation: banker



DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KS 66061

6919

Sept. 13 19 84 83-1048/1011

PAY TO THE ORDER OF Gramm for Senate $ 1,000.00

One Thousand and no/100---------- DOLLARS

Stanley Bank
STATE BANK OF STANLEY 681-2511
STANLEY, KANSAS 66223

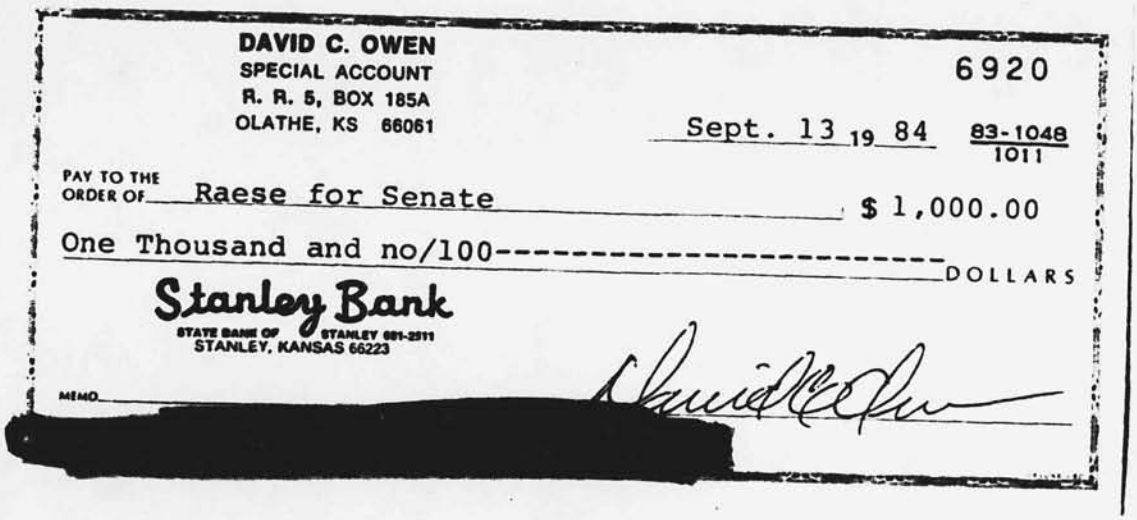
MEMO [redacted]

David C. Owen

95043682270

Mr. David C. Owen
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

occupation: banker



DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KS 66061

6920

Sept. 13 19 84

83-1048
1011

PAY TO THE ORDER OF Raese for Senate $ 1,000.00

One Thousand and no/100---------- DOLLARS

Stanley Bank
STATE BANK OF STANLEY 661-2911
STANLEY, KANSAS 66223

MEMO

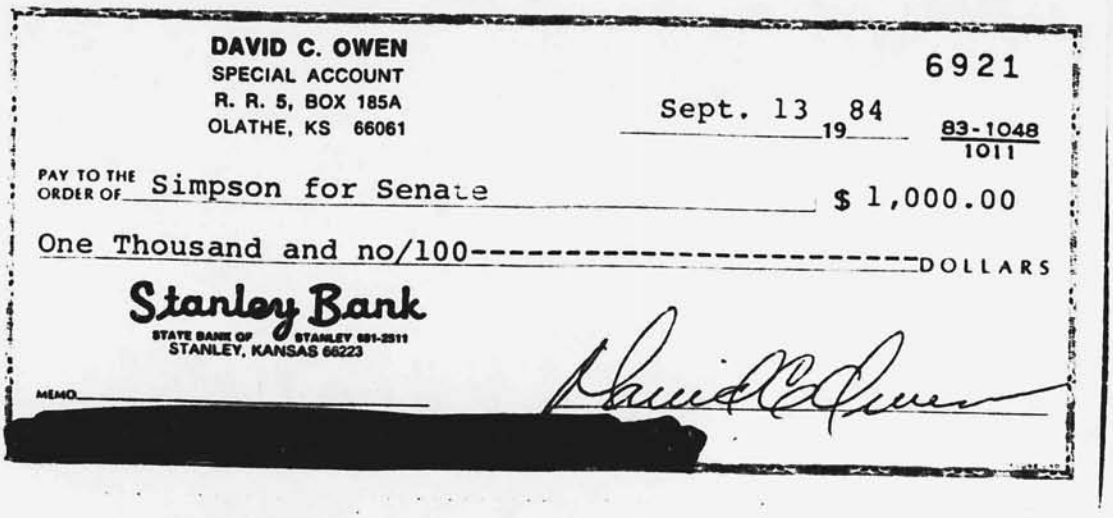
David C. Owen

[redacted]

9504368227 1

Mr. David C. Owen
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

occupation: banker



DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KS 66061

6921

Sept. 13 19 84

83-1048
1011

PAY TO THE ORDER OF Simpson for Senate $ 1,000.00

One Thousand and no/100---------- DOLLARS

Stanley Bank
STATE BANK OF STANLEY 891-2511
STANLEY, KANSAS 66223

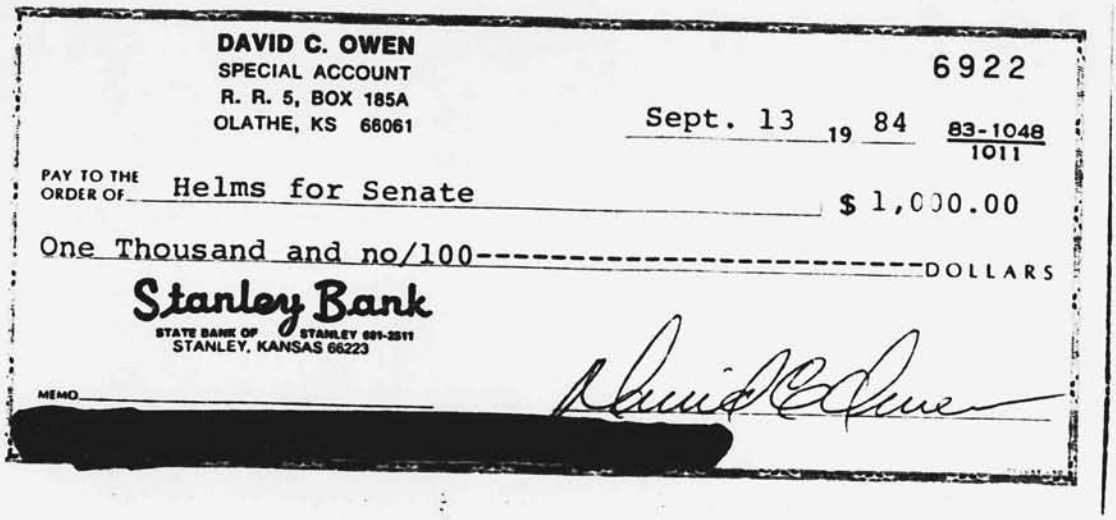
MEMO

David C. Owen

9504368222 72

Mr. David C. Owen
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

occupation: banker



DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KS 66061

6922

Sept. 13 19 84

83-1048
1011

PAY TO THE ORDER OF Helms for Senate $ 1,000.00

One Thousand and no/100---------- DOLLARS

Stanley Bank
STATE BANK OF STANLEY 661-2511
STANLEY, KANSAS 66223

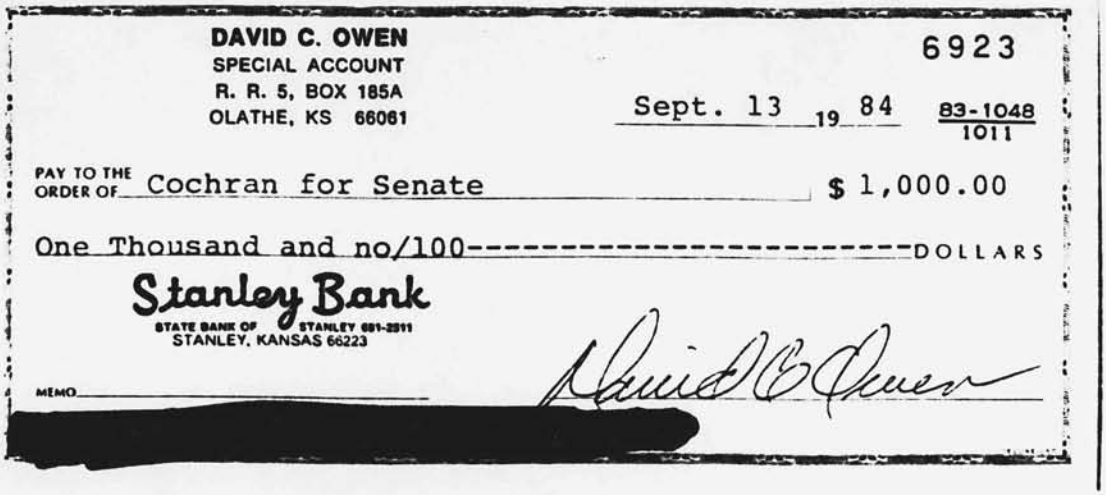
MEMO [redacted]

David C. Owen

9504368227 3

Mr. David C. Owen
State Bank of Stanley
P. O. Box 8
Stanley, Kansas 66223

occupation: banker



DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KS 66061

6923

Sept. 13 19 84

83-1048
1011

PAY TO THE ORDER OF Cochran for Senate $ 1,000.00

One Thousand and no/100----------DOLLARS

Stanley Bank
STATE BANK OF STANLEY 681-2511
STANLEY, KANSAS 66223

MEMO

David C Owen

[redacted]

9504368274

Mr. David C. Owen
State Bank of Stanley
P. O. Box 8
Stanley, KS 66223

Slamic	9/13	$1,000.00
Dressler	"	2.000.00
Percy	"	1,000.00
Jepsen	"	1,000.00
Gramm	"	1,000.00
Raese	"	1,000.00
Simpson	"	1,000.00
Helms	"	1,000.00
Cochran	"	1,000.00
		$10,000.00

9504368275

RAY SHAMIE (MASS.)

Gayle Overyt	12/12	$500.00
James L. Marvin	1/4/84	1,000.00
Roger Milliken	5/14	1,000.00 2,500
Chas. Morin	9/20	1,000.00
Dave Even	9/13	1,000.00
Ron Williams	10/1	1,000.00
Bob Driscoll	9/25	1,000.00
Harry Brown	9/21	500.00
Ron Crawford	10/3	1,000.00
G. N. Parrott	9/25	1,000.00
Roger Milliken	9/24	1,000.00
Justine Milliken	9/26	1,000.00
Ron Erickson	5/15	1,000.00 12,000
Jerry Swanson	10/10	1,000.00
15 Carl Knoblock	10/5	1,000.00 14,000
Henry Hoagland	10/9	1,000.00
David Wilson	10/15	1,000.00
Wm. Nitze (500 Club)	"	1,000.00
Roy Huffington	10/12	1,000.00
20 Gordon Berg	10/18	1,000.00
		19,000.00

9504368222776

SENATOR LARRY PRESSLER

42,400.00

	George Johnson	5/18	2,000.00
	Les Peter	6/5	1,000.00
	Bob Manfuso	6/7	1,000.00
5	Geo. Petrichin	6/8	1,000.00
	Harris Bollin	6/22	1,000.00
	Murray Johnston	6/15	1,000.00
	Dan Schmerling	7/3	1,000.00
	Candia Schulman	6/29	2,000.00
	Ray Travis	6/13	1,000.00
	Tom Dalton	6/15	1,000.00
	Don Alexander	6/19	500.00
	Leonard Goldfine	6/8	1,000.00
	Lew O. Wald	6/8	1,000.00
	Don Navarro	6/23	1,000.00
61	Roger Bateman	6/21	1,000.00 53.90
60	Helen Groves	7/17	250.00 1,150
	Bob Chambers	5/21	2,000.00
	Chas Morin	8/7	1,000.00
	David Owen	9/13	2,000.00
66	Ed Steinberg	9/10	1,000.00
	Mike Butler (Frank Rappenicl)	8/16	1,000.00
67			

66,150.00

95043622277

SENATOR CHARLES PERCY

48			# 49,050.00
	Bob Monfuso	4/19	1,000.00
	John Palmer	4/24	1,000.00
	Henry Travis	4/11	1,000.00
5-0	Ted Adams	4/12	1,000.00 53,050
	Bob Wisdom	5/12	500.
	Dalton Woods	5/9	1,000.
	J. Boyd	5/15	1,000.
	R. Christian	5/9	1,000.
	Ted Welch	5/14	1,000.
	Linda McCausland	5/9	1,000.
	J. Reeves	5/7	1,000.
	T. Bendetsen	5/7	1,000.
	Chas. Morin	5/8	1,000.
	D. Douglass	5/8	1,000.
	Polly Parrott	5/15	1,000.
	Paul Keyser	5/15	1,000.
	John Loeb	5/3	1,000
	" "	"	1,000.
	J. Klabarin	5/15	1,000.
68	Wm. Spoor	4/14	2,000. 69,550

9504308,822778

114

$115,550.00

Irine Starnes	9/6	750.00
Clayton Frye	8/24	1,000.00
F. Hernandez	9/13	1,000.00
Irma Mas	"	1,000.00
S. Moreira	9/11	1,000.00
Bart Berman	9/4	2,000.00
Bob Allen	9/11	500.00
David Owen	9/13	1,000.00
Ron Williams	9/10	1,000.00
(Ann) Ron Williams	"	1,000.00
Jerry Freeman	9/9	1,000.00
Glen Holden	10/8	1,000.00
Eric Borman	10/9	1,000.00
Ralph McKittrick	10/18	1,000.00
129 Joe Gifford	10/19	500.00
Richard Vind	10/24	1,000.00
Bart Chamberlain	"	1,000.00
Fletcher Jarvis	10/31	500.00
Rabbi Elefant (Isaac Shkop)	10/30	2,000.00
134 Rabbi Elefant (R. Parker)	10/17	2.000.00
		136,800.00

95043682279

SENATOR ROGER JEPSEN

91

$84,800.00

Helen Groves	7/17/84	500.00
Parker Montgomery	7/12/84	2,000.00
Roy Huffington	6/29	1,000.00
Frank Burke	6/27	1,000.00
Harris Bollin	7/17	1,000.00
Frank Perdue	6/20	1,000.00
Deane Roberts	7/24	1,000.00
Jas. Lyon	8/13	1,000.00
Philip Wren	8/17	2,000.00
David Ransburg	8/26	1,000.00
T. Blanco	9/13	1,000.00
Jorge Mas	9/13	500.00
Dane Olsen	9/13	1,000.00
Ron Williams	10/1	1,000.00
Ron Crawford	9/24	1,000.00
Jerry Freeman	"	1,000.00
Jerry Swanson	10/10	2,000.00
John Bond	10/5	1,000.00
Stuart Bowman	10/9	1,000.00
Ralph McKittrick	10/18	1,000.00
Joe Gifford	10/19	1,000.00
		$16,500.00

95043618228 0

PHIL GRAMM (TEXAS)

47 $53,500.00

Dick Smith	7/11/84	1,000.00
Frank Perdue	6/20	1,000.00
Parker Montgomery	7/12	2,000.00
Duane Roberts	7/24	1,000.00
Dave Even	9/13	1,000.00
Mike Butler (Michael Lowry)	8/16	1,000.00
Jerry Swanson	10/10	2,000.00
Wm. Nitze (SD Club)	10/15	1,000.00
Joe Sifford	10/19	1,000.00
Va. Loomis	9/10	2,000.00
Lee Loomis	"	2,000.00
Richard Vind	10/24	1,000.00
Burt Chamberlin	"	1,000.00
Ivan Boesky	"	1,000.00
Seema Boesky	"	1,000.00
63 Rabbi Balkany	"	1,000.00

13,500

95043682281

JOHN RAESE (WEST VIRGINIA)

Candia Schulman	6/29/84	$ 1,000.00
Rod Mitchell	8/10	1,000.00
Jas. Lyon	8/13	500.00
Tom Williams	9/12	1,000.00
Dave Ewen	9/13	1,000.00
Jerry Swanson	10/10	1,000.00
Norma Clewes	10/15	1,000.00
(RMA) Gayle Everett	10/15	1,000.00
Lee Brown	"	1,000.00
David Wilson	"	1,000.00
Sig Zelber	"	1,000.00
Jno. Williams III	"	1,000.00
Mrs. Bennie Williams	"	1,000.00
Margaret Alexander	10/17	500.00
Diane Parker	10/15	500.00
Samuel Johnson	10/16	500.00
Ron Crawford	"	500.00 1,500
Wm. Nitze (500 Club)	10/15	1,000.00
Charlotte Collins	10/19	1,000.00
19 " "	"	1,000.00
		17,500.00

9504362822

SENATOR ALAN SIMPSON

43 $36,100.00

Hawk Perdue	6/20/84	500.00
Wm. Bryor	8/6	2,000.00
Jas. Lyon	8/13	500.00
Clayton Frye	5/31	1,000.00
F. Blanco	9/13	500.00
F. Hernandez	9/13	1,000.00
Jorge Dias	"	500.00
R. Moreira	9/11	500.00
L. Rodriguez	9/13	1,000.00
Rene Cuen	"	1,000.00
Lyn Meyerhoff	9/26	500.00
Joe Gifford	10/19	500.00
Rabbi Balkany	10/31	1,000.00
Sam Skroum	10/23	1,000.00

95043682283

SENATOR JESSE HELMS

43 $42,250.00

Francisco Hernandez	9/13	1,000.00
Jorge Mas	9/13	1,000.00
Luis Rodriguez	9/13	1,000.00
Margaus Rodriguez	9/13	1,000.00
Bob Allen	9/11	500.00
Dave Owen	9/13	1,000.00
James Perdue	10/15	1,000.00
Joe Gifford	10/19	1,000.00
Bart Chamberlain	10/24	1,000.00

95043082284

SENATOR THAD COCHRAN

$85,800.00

85

	Les Peter	6/5	# 1,000 00
	Bob Sutherlin	6/4	1,000.00
	Bob Manfuso	6/7	1,000.00
	Dale Herwin	5/22	1,000.00
	Mrs Geo. Peterkin		1,000.00
	Roger Bateman	6/26	1,000.00
	Mrs. Murray Johnston	6/15	1,000.00
	Murray Johnston	6/15	1,000.00
	Chas. Barnett	6/11	1,000.00
	Barney Barnett	6/11	1,000.00
	David Gamble	6/15	1,000.00
	Paul Myers	5/30	1,000.00
	John Sutherlin	6/7	2,000.00
	Lew E. Ward	6/8	1,000.00
100	Don Navarro	6/23	1,000.00 101,800
	Frank Burke	6/27	1,000.00
102	Frank Perdue	6/20	1,000.00 103,800
	Duane Roberts	7/24	1,000.00
	John Collett	7/25	1,000.00
105	Add Lanier	8/3	1,000.00
			#106,800

9504362235

105

$ 106,800.00

Bart Berman	9/4	2000.00
Ray Kravis	9/10	1,000.00
Dave Oven	9/13	1,000.00
Ed Steinberg	9/10	1,000.00
Lyn Meyerhoff	9/26	1,000.00
Glen Baldau	10/8	1,000.00
Charlotte Collins	10/19	1,000.00

9504368223 6

9504382287

UNITED STATES SENATE
WASHINGTON, D. C.

RICHARD G. LUGAR
INDIANA

September 24, 1984

Mr. David C. Owen
State Bank of Stanley
P. O. Box 23008
Stanley, Kansas 66223

Dear Dave:

Thank you for renewing your membership in the Senatorial Trust. Your contributions will go directly to the campaigns of our Senate candidates. Your commitment means a great deal to me and to my colleagues.

The outcome of this year's Senate elections remains unclear. However, with dedicated support from people like you, I am confident President Reagan will have a Republican Senate majority in 1985.

Again, many thanks for your support.

Sincerely,

Richard G. Lugar

RGL:gb

David C. Owen

September 13, 1984

Ms. Gracia Barker-Cross
Republican Senatorial Trust
404 "C" St., N.E.
Washington, D.C. 20002

Dear Gracia:

Thanks for your help! I am enclosing checks totaling $10,000.00 for my trust membership. Please fill in the name of the winner in the Massachusettes primary on the blank check.

See you soon.

Thanks,

Dave

David C. Owen

DCO/sc

Enclosures
As Stated

9504358228

P.O. BOX 23008 STANLEY, KANSAS 66223 (913) 681-2511

Owen &
Associates

David C. Owen, President

October 30, 1985

Ms. Gracia Barker-Cross
Senatorial Trust
440 First Street N.W.
Suite 600
Washington, D.C. 20001

Dear Gracia,

Please find enclosed a check in the amount of $10,000.00 for 1985. I plan to attend the meeting on November 6th.

Thank you.

Sincerely,

David C. Owen

DCO/da

Enclosure

95043682239

P. O. Box 23115 • Stanley, Kansas 66223 • (913) 897-3853

Mr. David C. Owen
P. O. Box 23008
Stanley, KS 23115

Occupation: investments

9504368220

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 3, 1989

Larry Welsh
C/O The New Birdview
13700 E. 42nd Ter.
Independence, MO 64055

RE: MUR 2582

Dear Mr. Welsh:

This letter is to confirm that your deposition in the above referenced matter has been rescheduled. The deposition is now scheduled for February 27, 1989, at 1:00 p.m. in room 401 of the United States Courthouse in Kansas City, Missouri. The Courthouse is located at 811 Grand Avenue.

If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

9504368229 1

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 3, 1989

Douglas F. Behm, Esq.
Morrison, Hecker, Curtis,
Kuder & Parrish
1700 Bryant Building
1102 Grand Avenue
Kansas City, MO 64106-2370

RE: MUR 2582
David C. Owen

Dear Mr. Behm:

This letter is to confirm that the deposition of your client, David C. Owen, in the above referenced matter has been rescheduled. The deposition is now scheduled for February 28, 1989, at 10:00 a.m. in room 401 of the United States Courthouse in Kansas City, Missouri.

If you have any questions, please contact Daniel J. Blessington or Susan Beard, the attorneys assigned to this matter, at (202) 376-8200.

Sincerely,

L.M. Noble

Lawrence M. Noble
General Counsel

9504368222

OGC 1899

RECEIVED
FEDERAL ELECTION COMMISSION
ADMINISTRATIVE DIVISION

89 FEB 21 AM 10: 18

FLYNN & GOTTLIEB

ATTORNEYS AT LAW

29 B LENOX POINTE, N.E.

ATLANTA, GEORGIA 30324

(404) 231-9399

EDWARD D. FLYNN, III

JON A. GOTTLIEB

OF COUNSEL

MICHAEL S. GREEN

February 10, 1989

RECEIVED
FEDERAL ELECTION COMMISSION
89 FEB 21 PM 1:51

Daniel J. Blessington, Esq.
Office of the General Counsel
Federal Election Commission
999 E. Street, N.W.
Washington, D.C. 20463

Re: Edward Lane Gibson
M.U.R. 2582

95043682293

Dear Mr. Blessington:

Since I have received no correspondence from you since January 19, at which time my client's deposition was taken, I can only presume that your investigation into this matter is still ongoing. At the conclusion of Mr. Gibson's deposition you did indicate that based on information you had obtained thus far, there did appear to be a violation of Section 441(f) of the Federal Election Campaign Act of 1971, as amended.

In light of the foregoing, please consider this an indication of our desire to enter into conciliation of this matter prior to a possible finding by the Commission of probable cause to believe a violation has been committed.

I would be most appreciative if you would provide me with a response outlining what position the commission intends to take in this regard as well as what we can expect in the way of terms and conditions of such an agreement.

Very truly yours,

Michael S. Green
For the Firm

MSG:sn

cc: Mr. Edward Gibson

Stanley Bank
P.O. BOX 23008 STANLEY, KS 66223

RECEIVED
FEDERAL ELECTION COMMISSION
ADMIN. DIV.
89 FEB -7 AM 10: 36

AREA CODE 913
681-2511

February 2, 1989

General Counsel
Federal Election Commission
999 "E" Street N.W.
Washington, D.C. 20463

Re: MUR 2582

Good morning:

In further response to your letter of January 11, 1989, per telephone conversation with Susan Beard on January 31, 1989, we provide the following:

Account number
"1980 Dole for Senate Committee Inc"

(1) Bank monthly statement dated 12/31/83
(2) Deposit slips for (1)
(3) Checks deposited for (2)

Nancy Taylor, Stanley Bank Cashier, and Cathe Magee, an employee, performed the research and hereby certify that the copies enclosed are true copies of the originals.

Nancy Taylor 2/2/89

Cathe Magee 2/2/89

If we can be of further assistance, please advise.

Sincerely,

Joe Jackson
President

Enclosures
Certified No. P 915 173 914

Member Federal Deposit Insurance Corporation

10:21 FEB 7 12:01

95043682294

9504360822295

DEPOSIT TICKET

FOR DEPOSIT TO THE ACCOUNT OF

DATE 10 16 19 53

Hale For Senate

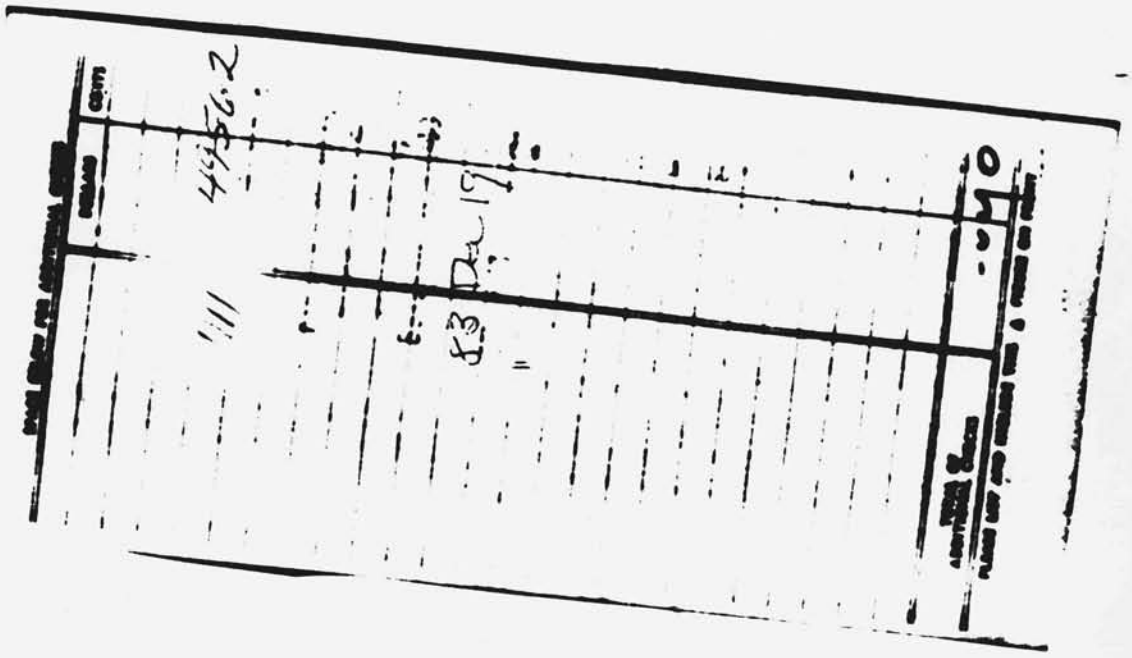
10 8 16 19

DEPOSITED WITH STATE BANK of STANLEY

STANLEY, KANSAS 66223

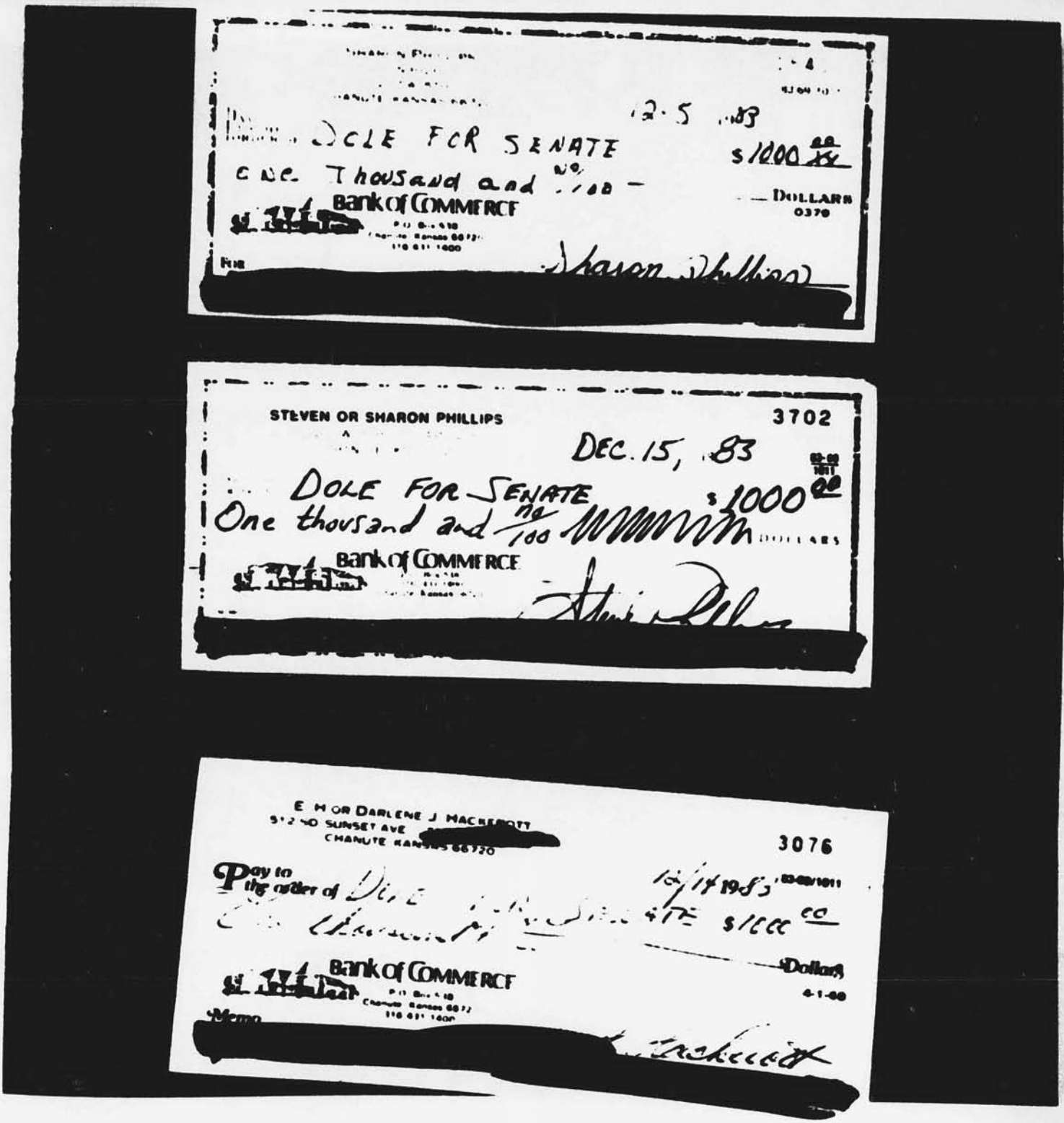
	DOLLARS	CENTS
CURRENCY		
SILVER		
ITEMIZE CHECKS SEPARATELY		
Sharon Phillips	1	000
Steve Phillips	1	000
E A Hackbart	1	000
Darlene Hackbart		4000
Bob Owens		1000
Kelly Owens	1	000
Roger Mason	1	000
Charles Ross	1	000
Evan Ross	1	000
[redacted]		1000

ORIGINAL



95043082296

95043682297

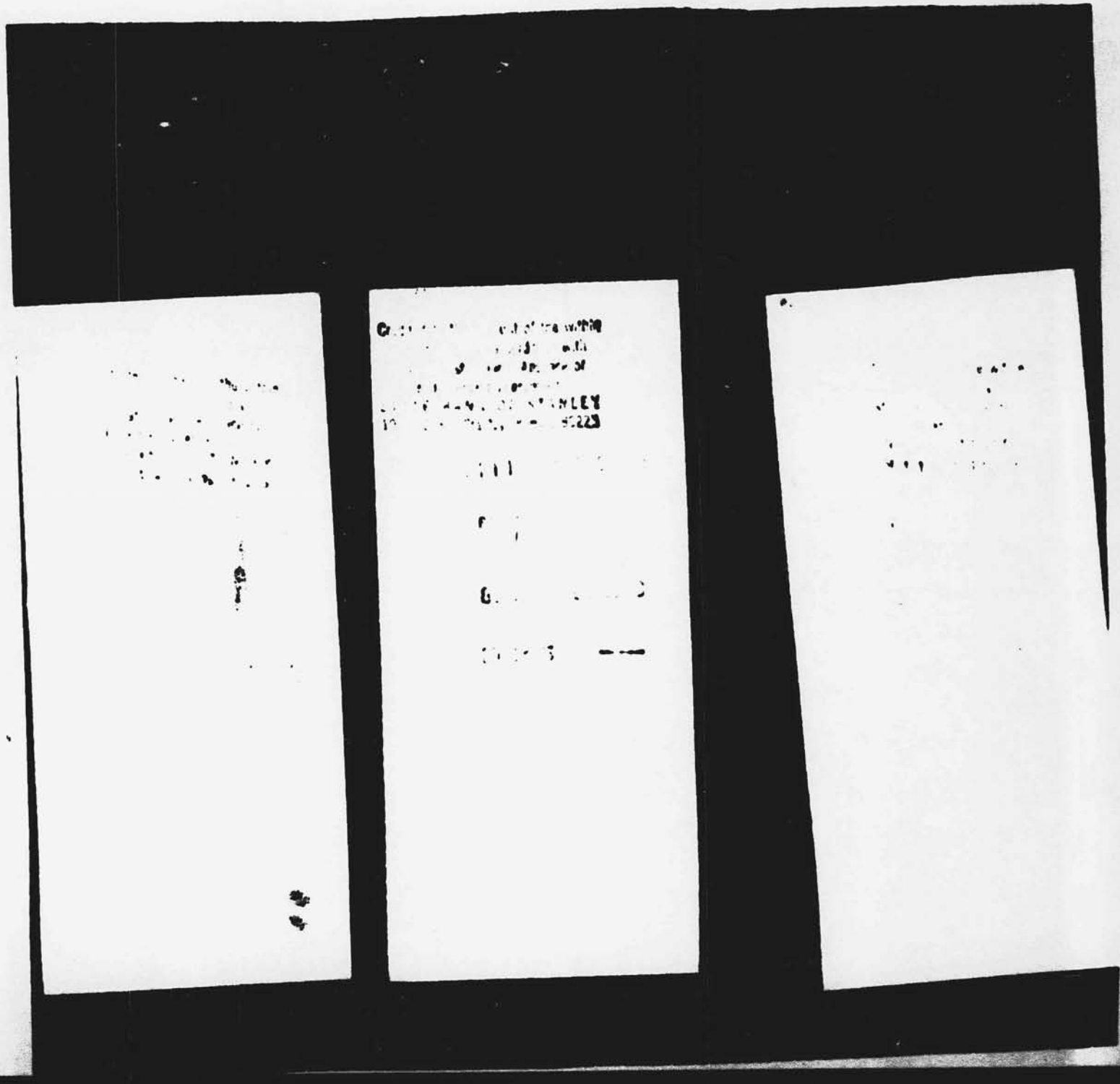


12-5 83
DOLE FOR SENATE $1000 00
One Thousand and no/100 — DOLLARS
Bank of COMMERCE
Sharon Phillips

STEVEN OR SHARON PHILLIPS 3702
DEC. 15, 83
DOLE FOR SENATE $1000 00
One thousand and no/100 DOLLARS
Bank of COMMERCE

E M OR DARLENE J MACHEMOTT
3076
Pay to the order of
Bank of COMMERCE
Dollars
Memo

9 5 0 4 3 6 8 2 2 9 8



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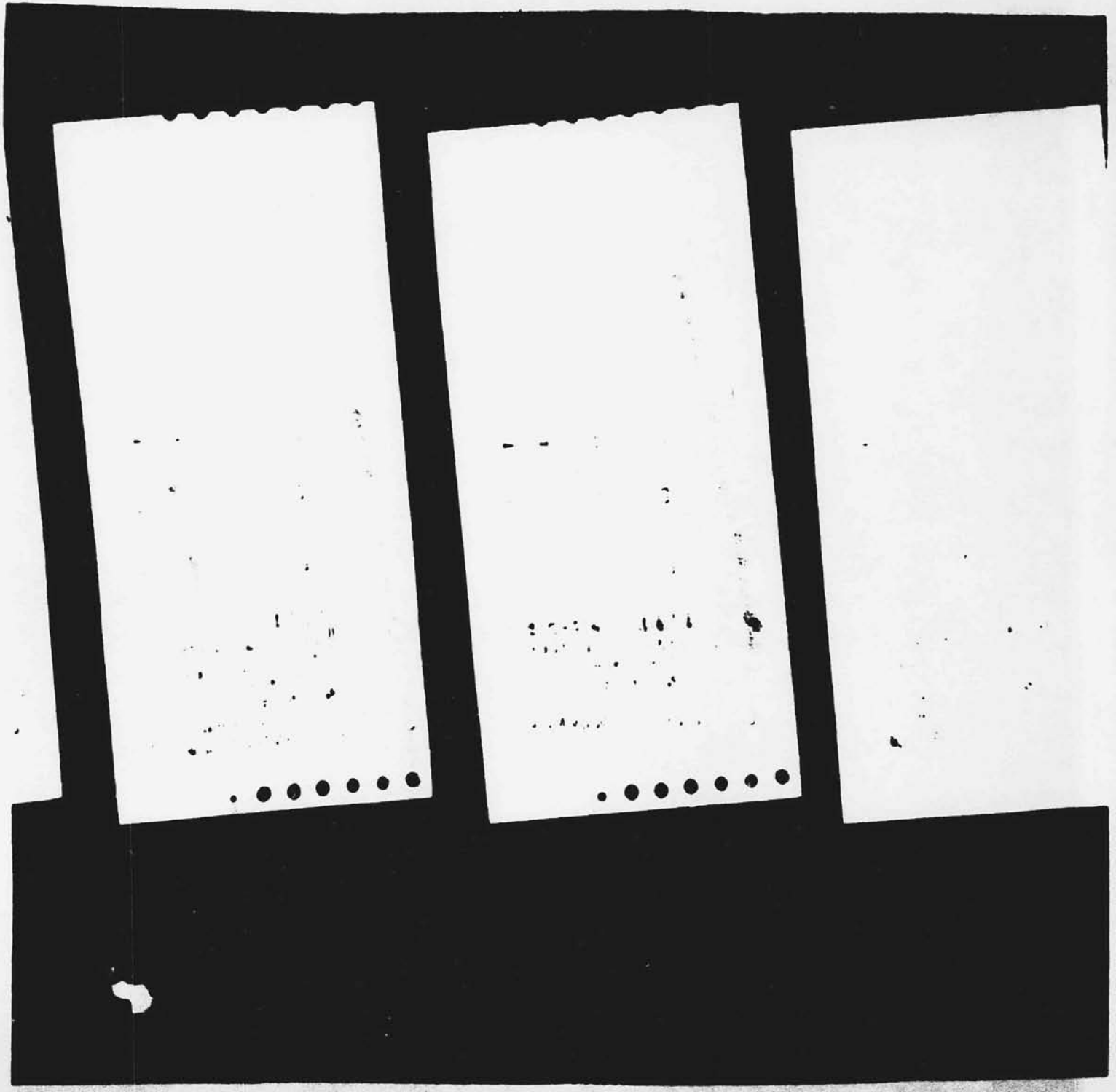
9504368230 0



ROGER L. MARSH
[redacted]
FT SCOTT KS [redacted]

1293

Dec 15 1983

Dole for Senate

$ 1000.00

DOLLARS

Security State Bank

[redacted]

#0000 100000#

December 15 1983 No. 14

Bank of COMMERCE

PAY TO Dole For Senate

OR ORDER $1000.00

one thousand and no/100

DOLLARS

[redacted]

#0000 100000#

December 15 1983 No. 15

Bank of COMMERCE

PAY TO Dole For Senate

OR ORDER $1000.00

one thousand and no/100

DOLLARS

Merritt Rose

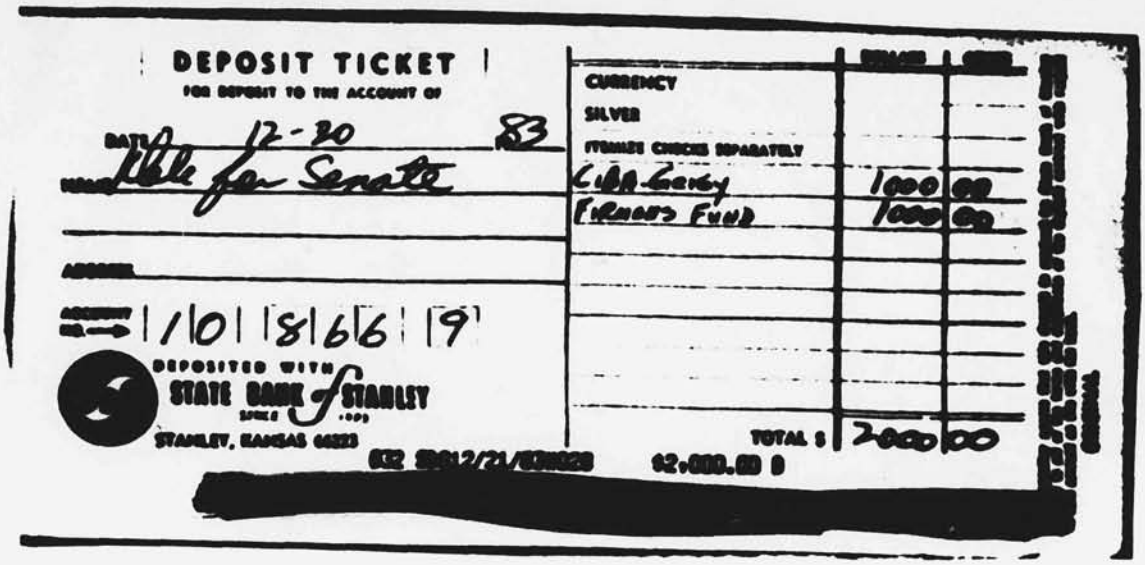
[redacted]

#0000 100000#

9504368230 1

9504368230 2

95043082303



DEPOSIT TICKET

FOR DEPOSIT TO THE ACCOUNT OF

DATE 12-30 83

Libb for Senate

ADDRESS

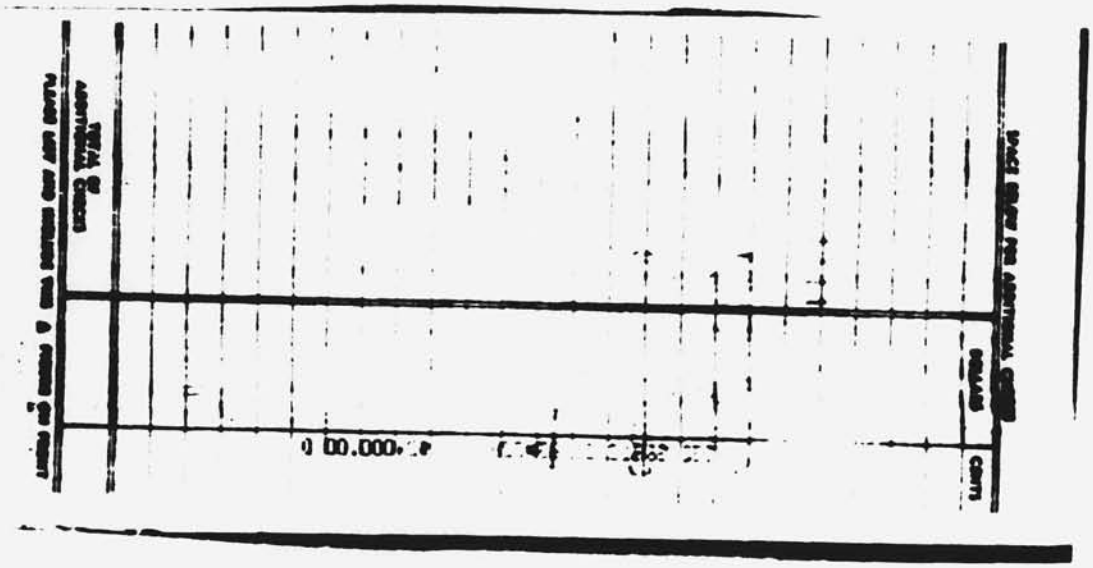
ACCOUNT NO. 1101816619

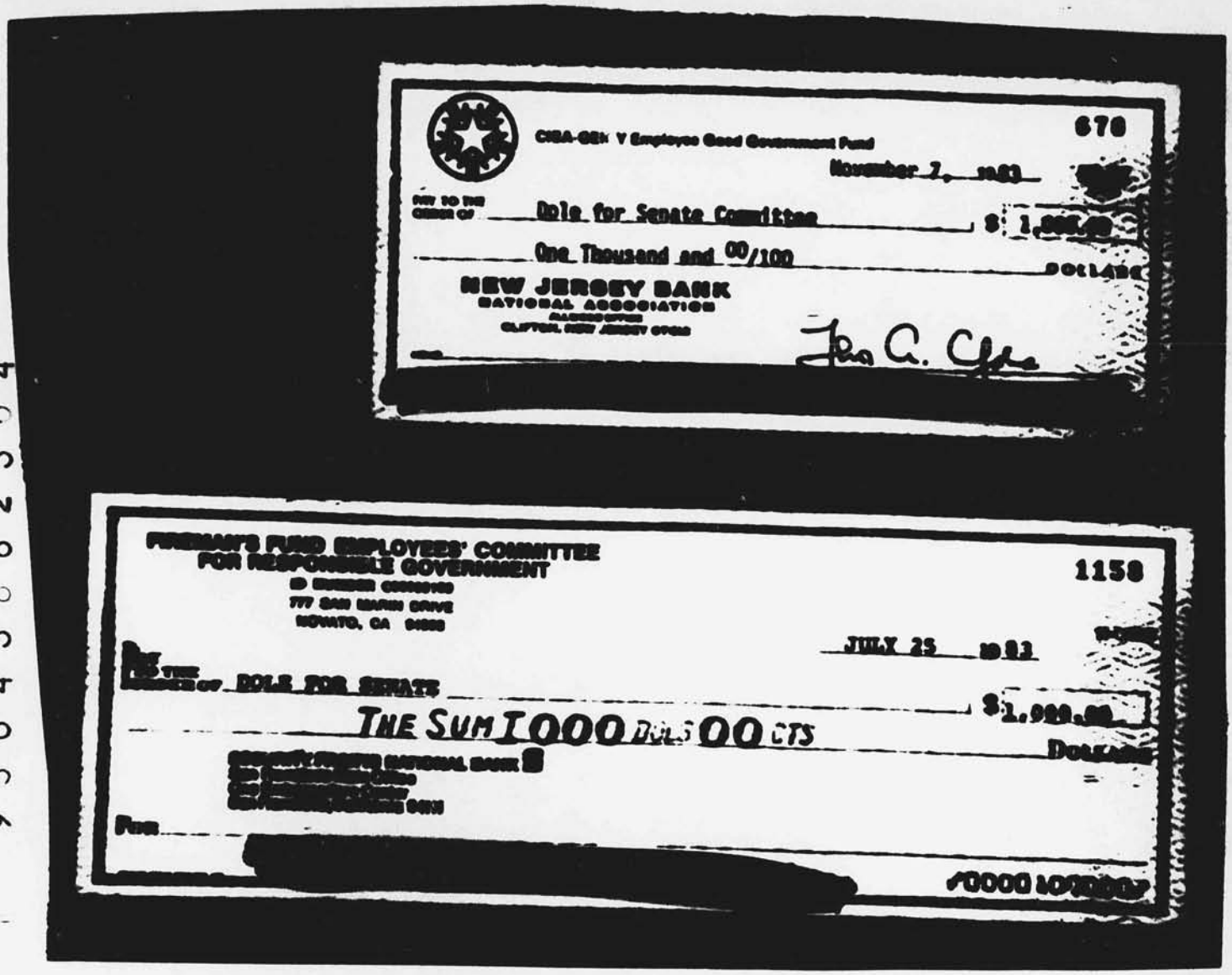
DEPOSITED WITH STATE BANK of STANLEY

STANLEY, KANSAS 66223

	DOLLARS	CENTS
CURRENCY		
SILVER		
ITEMIZE CHECKS SEPARATELY		
Libb Gerby	1000	00
Friends Fund	1000	00
TOTAL $	2000	00

ORIGINAL





CIGA-GEN V Employee Good Government Fund

678

November 2, 1981

PAY TO THE ORDER OF Dole for Senate Committee $ 1,000.00

One Thousand and 00/100 DOLLARS

NEW JERSEY BANK
NATIONAL ASSOCIATION
CLIFTON, NEW JERSEY 07015

John A. Cline

FIREMAN'S FUND EMPLOYEES' COMMITTEE
FOR RESPONSIBLE GOVERNMENT
777 SAN MARIN DRIVE
NOVATO, CA 94998

1158

JULY 25 1981

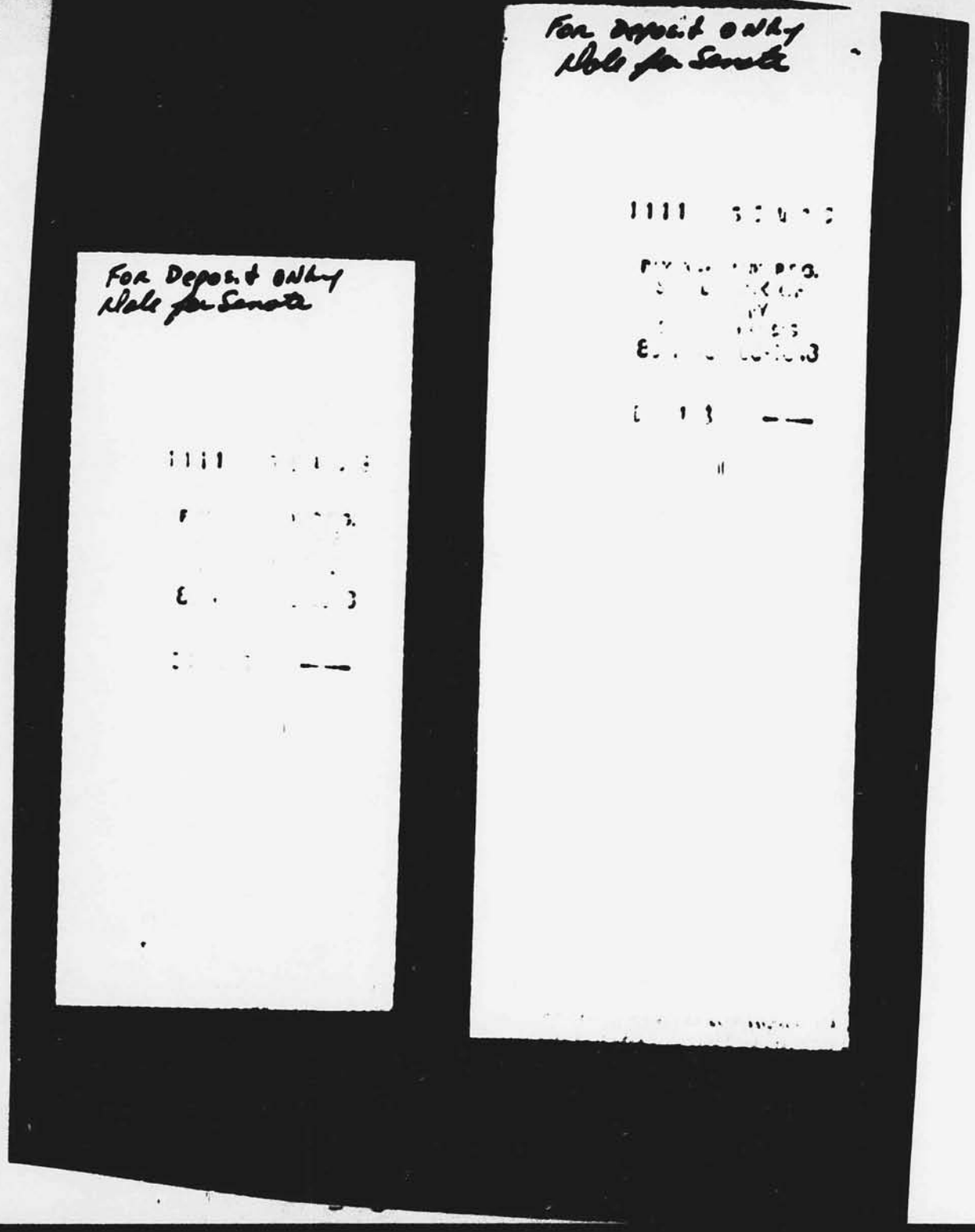
PAY TO THE ORDER OF DOLE FOR SENATE $ 1,000.00

THE SUM 1000 DOLS 00 CTS DOLLARS

FOR

#0000 1158#

95043682304


For Deposit Only
Mail for Senate
For Deposit Only
Mail for Senate

9504360823006

DEPOSIT TICKET

FOR DEPOSIT TO THE ACCOUNT OF

DATE 12-27 - 83

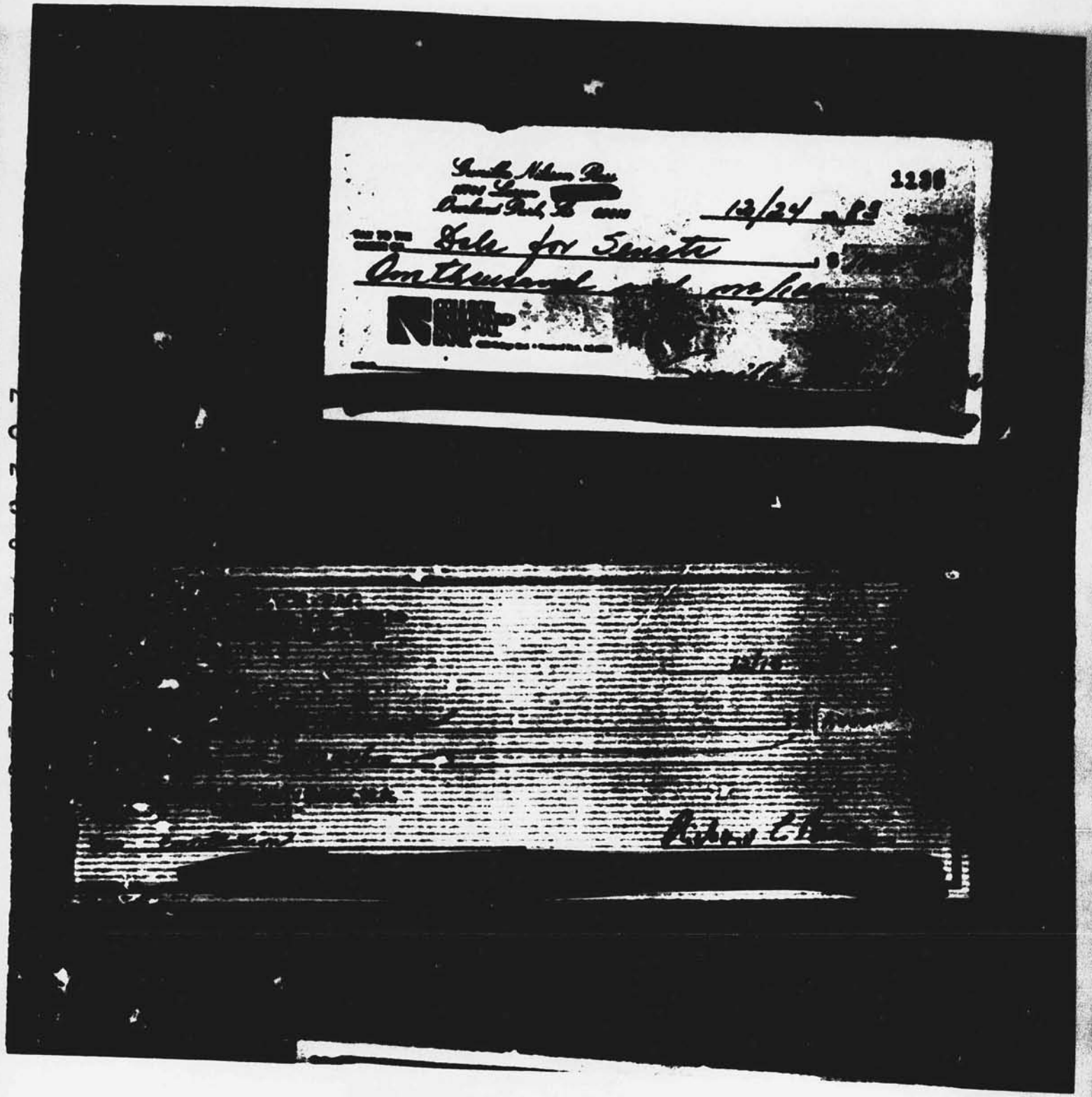
Role For Senate

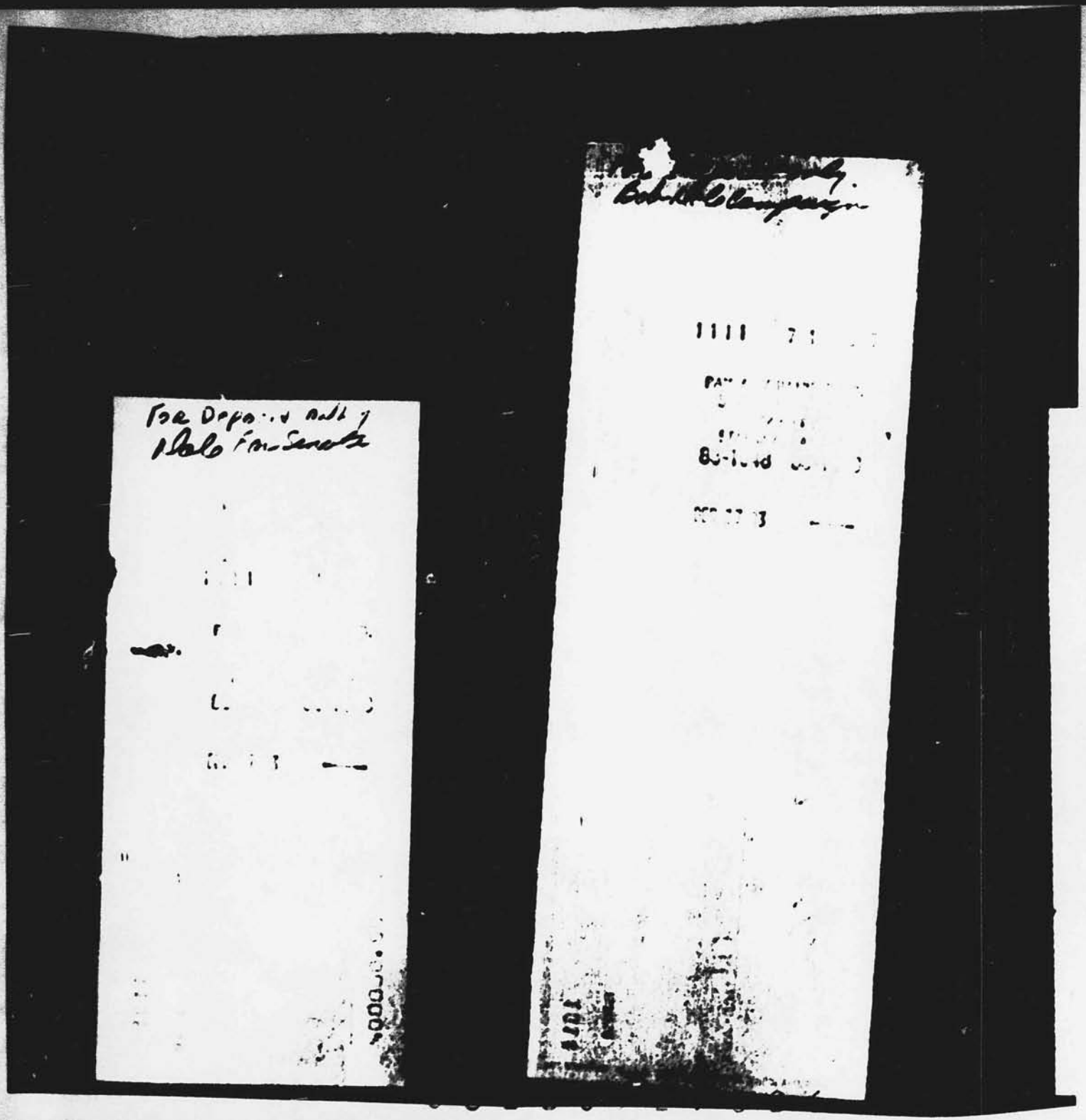
	DOLLARS	CENTS
CURRENCY		
SILVER		
ITEMIZED CHECKS SEPARATELY		
Sunflo L. Ross	100	
State-PAC	10	
TOTAL $	200	

10 866 9

DEPOSITED WITH STATE BANK of STANLEY

STANLEY, KANSAS 66283





HAND DELIVERED

MORRISON, HECKER, CURTIS, KUDER & PARRISH

1700 BRYANT BUILDING
1102 GRAND AVENUE
KANSAS CITY, MISSOURI 64106-2370
(816) 842-5910
TELEX 466585
TELECOPIER (816) 474-4208

919 EIGHTEENTH STREET, N.W.
SUITE 901
WASHINGTON, D.C. 20006
(202) 785-9100

14 CORPORATE WOODS
8717 WEST 110TH STREET, SUITE 520
OVERLAND PARK, KANSAS 66210-2192
(913) 345-2700

600 UNION CENTER
150 NORTH MAIN STREET
WICHITA, KANSAS 67202-1320
(316) 265-8800

February 20, 1989

VIA FEDERAL EXPRESS

Daniel J. Blessington, Esq.
Federal Election Commission
999 E Street, N.W.
Washington, D. C. 20463

Re: MUR 2582
David C. Owen

Dear Mr. Blessington:

I have enclosed copies of the following deposit slips and checks from David Owen's bank account at the Stanley Bank:

Deposit Slips:

February 24, 1986	$5,000
September 8, 1986	$ 500
February 24, 1987	$7,000
September 11, 1987	$2,500
September 18, 1987	$2,500

Checks:

No. 7042	$1,025
No. 1575	$5,000
No. 7853	$ 500
No. 1687	$1,000
No. 1766	$2,500

Mr. Owen has been unable to locate any records from 1980.

MORRISON, HECKER, CURTIS, KUDER & PARRISH

Douglas F. Behm

DFB/mtd

9504368230 9

DAVID C. OWEN, SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KANSAS 66061

1575

3-8 19 86

83-1048/1011

Pay to the order of: Campaign America - 100% Corp. $ 5000.00

Five Thousand and no/100 Dollars

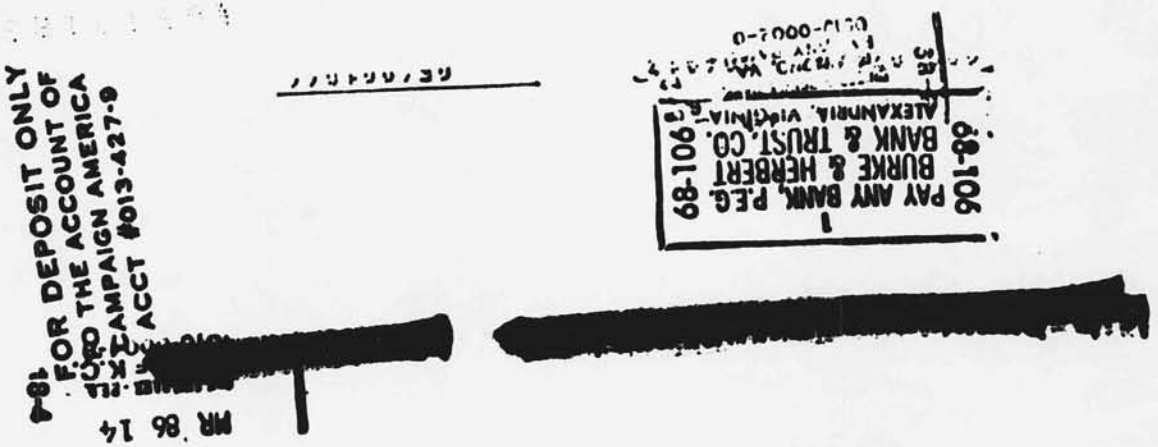
Stanley Bank
STATE BANK OF STANLEY 601-2011
STANLEY, KANSAS 66223

STANLEY BANK CLUB MEMBER

For [redacted]

9504368231 0

9 5 0 4 3 6 8 2 3 1 1



DAVID C. OWEN
[redacted]
11827 W. 112TH, SUITE 102
OVERLAND PARK, KS 66210

7853

August 18, 1986

83-1048
1011

PAY TO THE ORDER OF Kramer for Senate $ 500.00

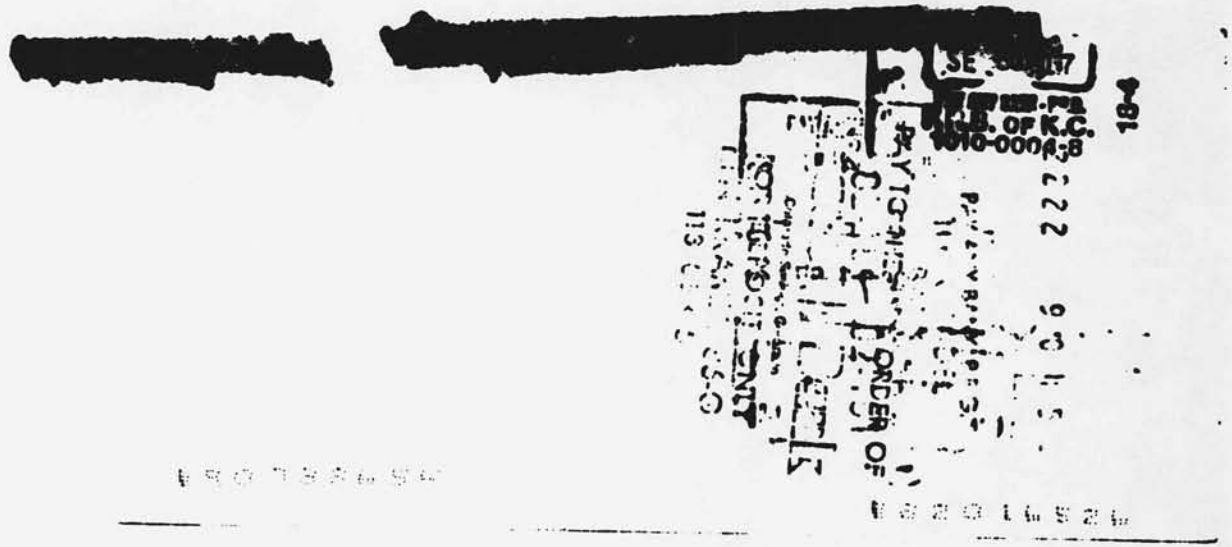
Five Hundred and no/100 - - - - - - - - - - - - DOLLARS

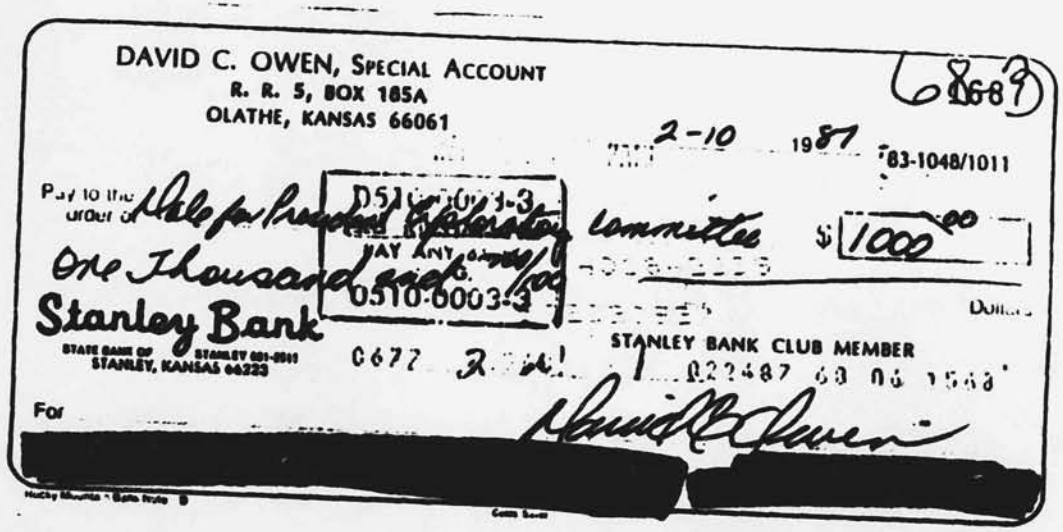
Stanley Bank
STANLEY, KANSAS

MEMO [redacted]

9504368231 2

9504368 2313





DAVID C. OWEN, SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KANSAS 66061

6889

2-10 1987

83-1048/1011

Pay to the order of Help for President Committee $ 1000.00

One Thousand and no/100 Dollars

0510-6003-3

Stanley Bank
STATE BANK OF STANLEY 661-2011
STANLEY, KANSAS 66223

STANLEY BANK CLUB MEMBER

0677 R

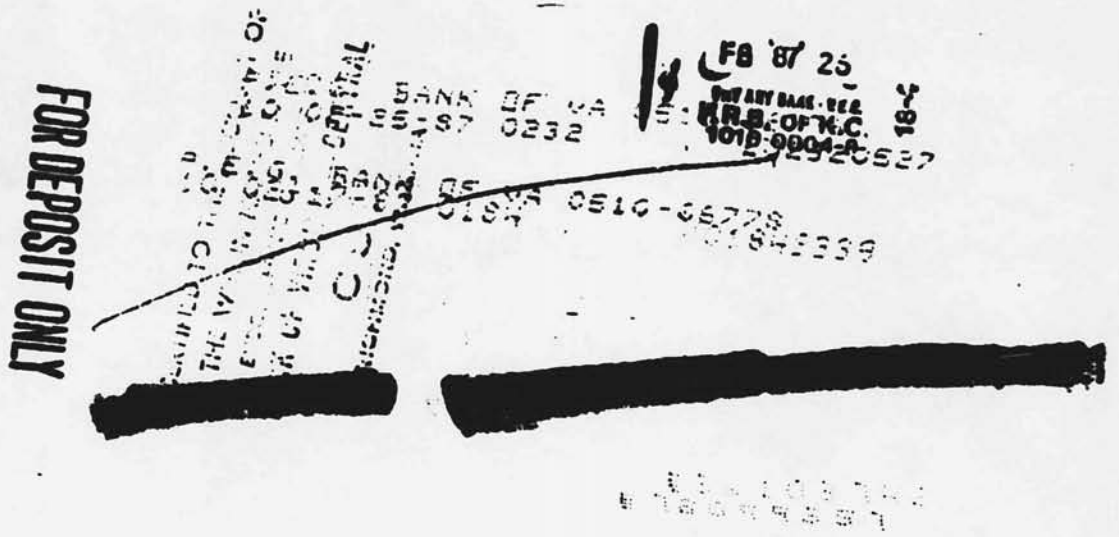
For [redacted]

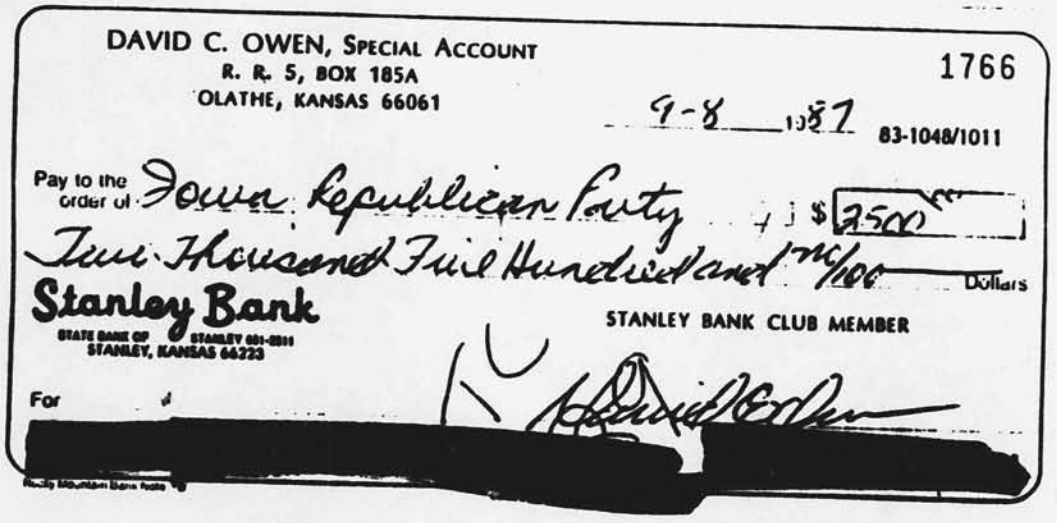
David C. Owen

[redacted]

9504368234

9 5 0 4 3 6 8 2 3 1 5





DAVID C. OWEN, SPECIAL ACCOUNT
R. R. 5, BOX 185A
OLATHE, KANSAS 66061

1766

9-8 1987

83-1048/1011

Pay to the order of Iowa Republican Party $ 2500

Two Thousand Five Hundred and no/100 Dollars

Stanley Bank
STATE BANK OF STANLEY 661-2011
STANLEY, KANSAS 66223

STANLEY BANK CLUB MEMBER

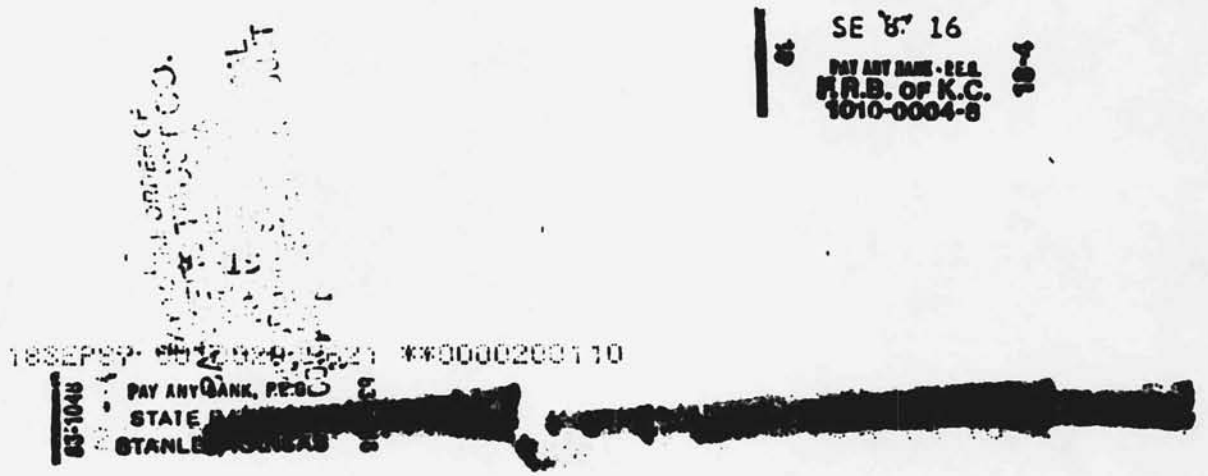
For [redacted]

David Owen

[redacted]

9504368231 6

9 5 0 4 3 6 8 2 3 1 7



WITHDRAWAL [redacted] **DEPOSIT** 93-1048 / 1011

NAME David L. Owen

ACCOUNT NO. 2-0162

DATE 2-24 19 86 $ 5000-00
AMOUNT WITHDRAWN

_____ DOLLARS

SIGN HERE _____
SIGNATURE OF ACCOUNT OWNER

CASH	CURRENCY		
	COIN		
CHECKS, LIST SINGLY			
EDP			
TOTAL			
LESS CASH RECEIVED			
NET DEPOSIT		5000	00

ALL ITEMS ARE ACCEPTED SUBJECT TO OUR RULES AND REGULATIONS APPLICABLE TO THIS ACCOUNT

Stanley Bank
STATE BANK OF STANLEY 661-2511
STANLEY, KANSAS 66223

N/P

[redacted]

$5,000.00 D 230162W

9504368231 8

DEPOSIT TICKET

89-1048
1011

DAVID C. OWEN

DEPOSITED IN

Stanley Bank
STATE BANK OF STANLEY 891-0911
STANLEY, KANSAS 66223

Checks and other items are received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement.
BE SURE EACH ITEM IS PROPERLY ENDORSED

DATE

CURRENCY		
COIN		
CHECKS LIST EACH SEPARATELY	Amer Invest	333 33
TOTAL FROM OTHER SIDE OR ATTACHED LIST		
PLEASE ENTER TOTAL		$500 00
	$500 00	

[redacted]

230162W

ACCT. NO	DESCRIPTION	AMOUNT
4109	Executive Committee Fees	500 00

American Investors Life
Insurance Company Inc. 515 Southwest 6th Avenue, P.O. Box 2030 Topeka, Ks. 66601 913 / 232-8945

AMOUNT OF CHECK 500 00

PLEASE DETACH BEFORE DEPOSITING CHECK - RETAIN STUB FOR YOUR RECORDS

DEPOSIT TICKET

89-1048
1011

DAVID C. OWEN

DEPOSITED IN

Stanley Bank
STATE BANK OF STANLEY 891-0911
STANLEY, KANSAS 66223

Checks and other items are received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement.
BE SURE EACH ITEM IS PROPERLY ENDORSED

COIN		
CHECKS LIST EACH SEPARATELY	Owen & Associates	$7,000 00
2 3		
4 5		
6 7		
8 9		
10 11		
12 13		
14 15		
16 17		
18 19		$7,000 00
TOTAL FROM OTHER SIDE OR ATTACHED LIST		
PLEASE RE-TOTAL TOTAL TOTAL		$7,000 00

[redacted]

950430823200

95043682321

DEPOSIT TICKET

83-1048
1011

DAVID C. OWEN

DEPOSITED IN

Stanley Bank

STATE BANK OF STANLEY 681-8811
STANLEY, KANSAS 66223

Checks and other items are received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement

BE SURE EACH ITEM IS PROPERLY ENDORSED

[redacted]

DATE 9-11-87

	DOLLARS	CENTS
CURRENCY		
COIN		
CHECKS LIST EACH SEPARATELY		
1 E.D.P.	$2,500	00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
TOTAL FROM OTHER SIDE OR ATTACHED LIST	$2,500	00
PLEASE ENTER TOTAL HERE → TOTAL	$2,500	00

CURRENCY		
COIN		
CHECKS LIST EACH SEPARATELY		
1 E.D.P. Trust	$2,500	00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
TOTAL FROM OTHER SIDE OR ATTACHED LIST		
PLEASE RE-ENTER TOTAL HERE TOTAL	$2,500	00

DEPOSIT TICKET

83-1048
1011

DAVID C. OWEN

DEPOSITED IN

Stanley Bank
STATE BANK OF STANLEY 661-8811
STANLEY, KANSAS 66223

Checks and other items are received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement.
BE SURE EACH ITEM IS PROPERLY ENDORSED

[redacted]

9504368223222

DAVID C. OWEN
SPECIAL ACCOUNT
R. R. 5, BOX 165A
OLATHE, KS 66061

7042

Dec. 14, 1984

83-1048
1011

PAY TO THE ORDER OF Kansas Republican Party $ 1025.00

One Thousand Twenty Five and no/1000 - - - - - DOLLARS

Stanley Bank
STATE BANK OF STANLEY 631-0511
STANLEY, KANSAS 66223

MEMO

[redacted]

95043082323

Stanley Bank
P.O. BOX 23008 STANLEY, KS 66223

RECEIVED
FEDERAL ELECTION COMMISSION
ADMINISTRATIVE DIVISION
89 FEB 27 AM 11:25

AREA CODE 913
681-2511

February 24, 1989

General Counsel
Federal Election commission
999 "E" Street, N.W.
Washington, D.C. 20463

Re: MUR 2582

FEB 27 PM 2:16

Good Morning:

Per Susan Beard's February 23, 1989 telephone request, we are enclosing copies of the following items and their respective supporting checks from our microfilm records of David C. Owen account number

9/11 $2,500.00 Deposit
Source: EDP Check #2952 on Stanley Bank

9/18 $2,500.00 Deposit
Source: EDP Check #1100 on Mid Amercian Bank

9/18 $2,500.00 Check
Source: "Code 29" check to Iowa Republican Party

Nancy Taylor, Stanley Bank Cashier, and Cathe Magee, an employee, performed the research and hereby certify that the copies enclosed are true copies of the originals and that the account list is complete to the best of their knowledge.

Nancy Taylor 2/24/89
Cathe Magee 2/24/89

If we can be of further assistance, please advise.

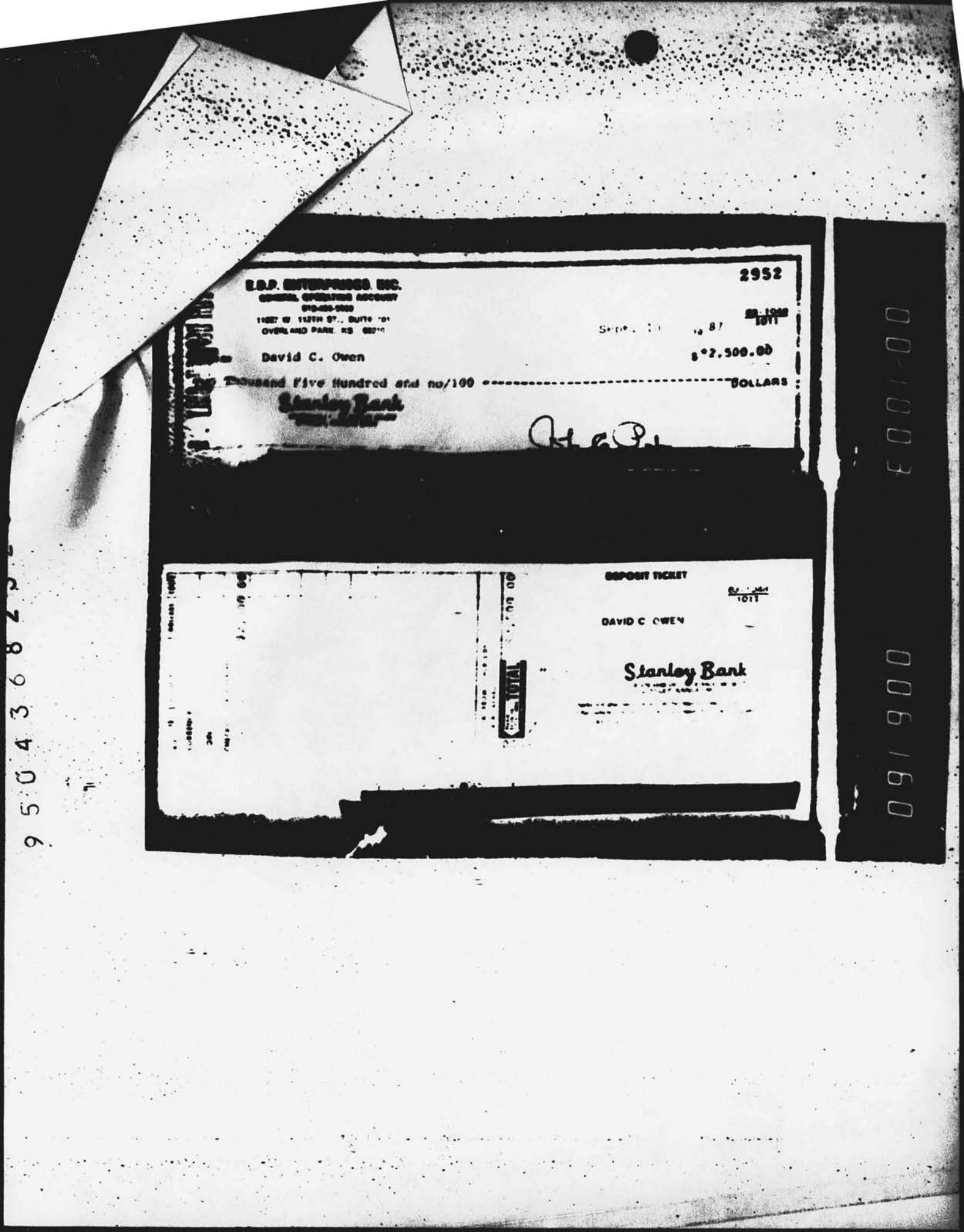
Sincerely,

Joe Jackson
President

Enclosures
cc: Westin Crown Center Hotel, K.C., Mo. to be held for arrival

Member Federal Deposit Insurance Corporation

9504368232 4



B.D.P. ENTERPRISES, INC.
GENERAL OPERATING ACCOUNT
913-469-5900
11627 W 112TH ST., SUITE 101
OVERLAND PARK, KS 66210

2952

88-1060
1011

Sept. 11, 87

David C. Owen

$*2,500.00

Two Thousand Five Hundred and no/100 ---------- DOLLARS

Stanley Bank

DEPOSIT TICKET

88-1060
1011

DAVID C OWEN

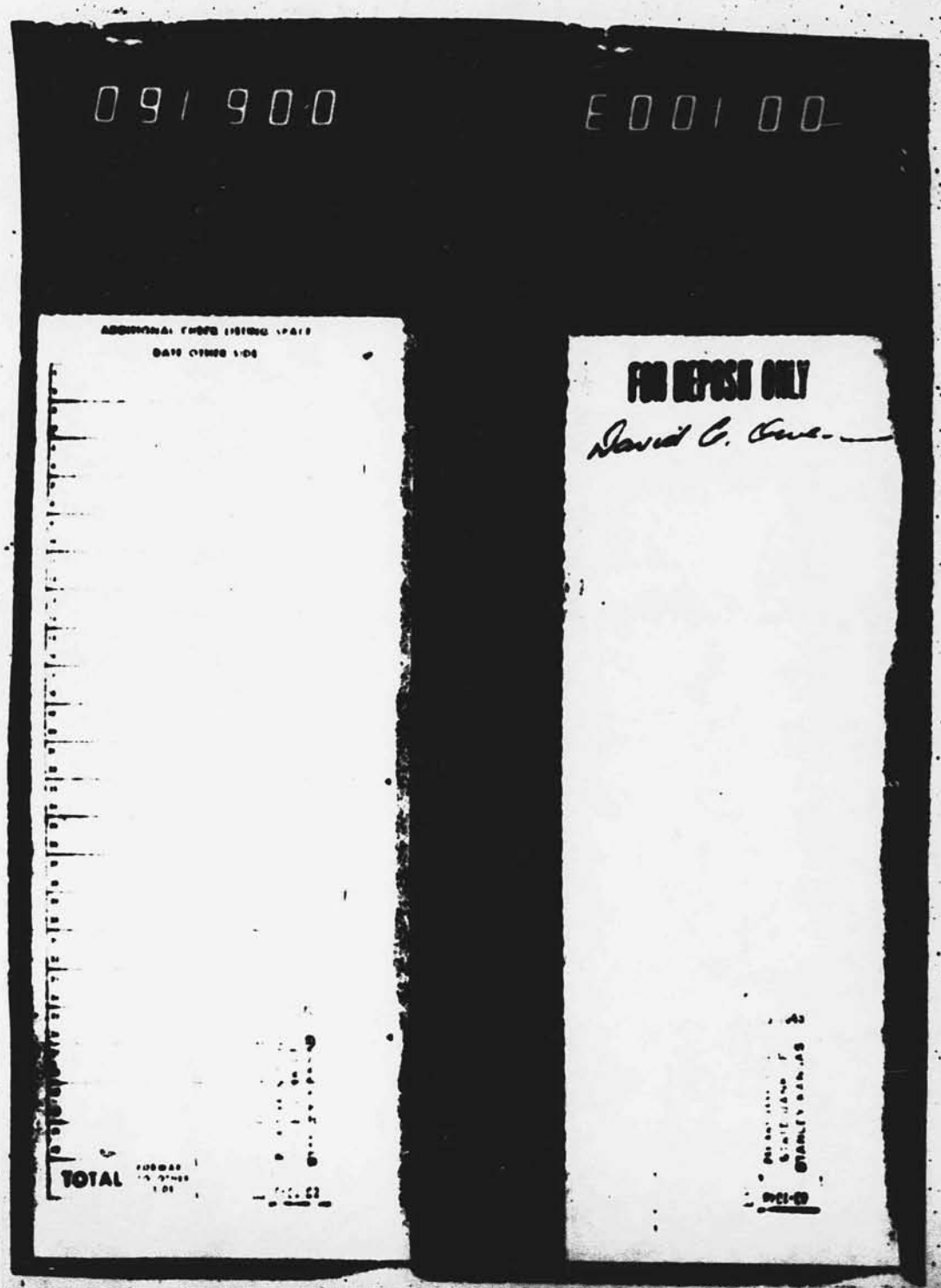
Stanley Bank

TOTAL

950436822

00 1003 006 160

9504368232 6



95043682327

9504368232328

1100

Sept. 16 97

Pay to the order of David C. Owen $2,500.00

Thousand Five Hundred and no/100 ---------- DOLLARS

MidAmerican Bank

Sara A. Cederholm

9-16-97

$2,500.00

DEPOSIT TICKET

DAVID C OWEN

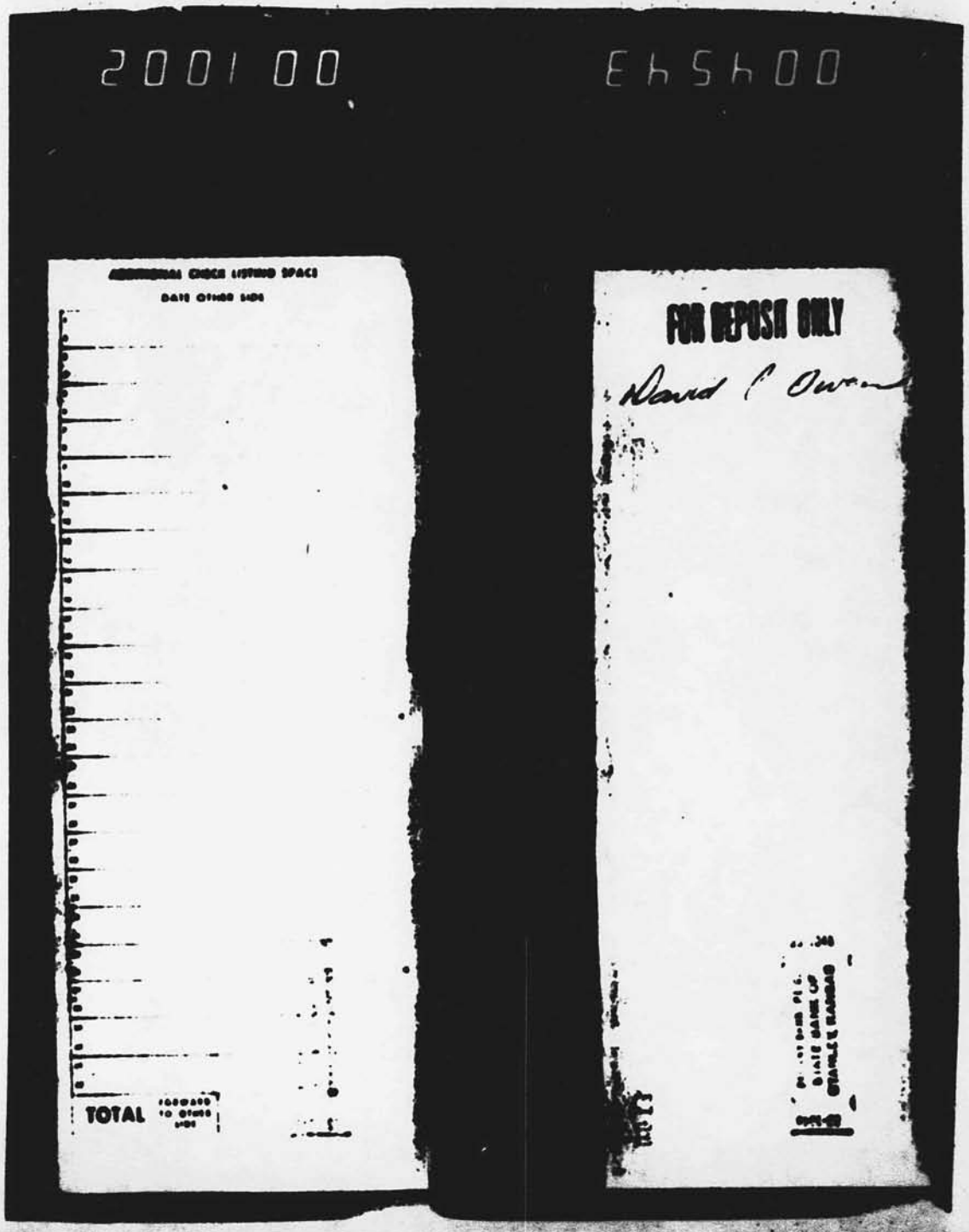
Stanley Bank

$2,500.00

$2,500.00

2001 00 E45400

9504368232 9



OGC 2068

RECEIVED
FEDERAL ELECTION COMMISSION
ADMINISTRATIVE DIVISION

89 MAR -6 AM 11:25

MORRISON, HECKER, CURTIS, KUDER & PARRISH

1700 BRYANT BUILDING
1102 GRAND AVENUE
KANSAS CITY, MISSOURI 64106-2370
(816) 842-5910
TELEX 466585
TELECOPIER (816) 474-4208

919 EIGHTEENTH STREET, N.W.
SUITE 901
WASHINGTON, D.C. 20006
(202) 785-9100

14 CORPORATE WOODS
8717 WEST 110TH STREET, SUITE 520
OVERLAND PARK, KANSAS 66210-2192
(913) 345-2700

600 UNION CENTER
150 NORTH MAIN STREET
WICHITA, KANSAS 67202-1320
(316) 265-8800

March 1, 1989

Lawrence M. Noble, Esq.
General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR 2582
David C. Owen

Dear Mr. Noble:

On February 28, 1989, David Owen was deposed by Daniel Blessington, of your office, in Kansas City, Missouri.

This letter is to confirm that, as we told Mr. Blessington, Mr. Owen seeks pre-probable cause conciliation of the Commission's investigation of him.

Very truly yours,

MORRISON, HECKER, CURTIS, KUDER & PARRISH

Douglas F. Behm

Douglas F. Behm

DFB:atp
cc: David Owen
Daniel Blessington, Esq.

9504382370

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 10, 1989

Ronda Dumovich
9905 Parkview Avenue
Kansas City, KS 66109

RE: MUR 2582
Ronda Dumovich

Dear Mrs. Dumovich:

This letter is to confirm a telephone conversation you had with Susan Beard, an attorney in this Office, on March 8, 1989. Ms. Beard discussed with you the production of your bank records for June and July of 1984; the production of these records was discussed earlier at your deposition. You indicated that you would obtain and produce copies of your statements, the check to the Dole for Senate Committee, and any deposits that were made to your account. Ms. Beard also indicated that you should contact her if you had any difficulty obtaining these documents.

If you think that you will not be able to obtain and produce the documents by April 3, 1989, or if you have any other questions, please contact Ms. Beard at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

9504360823 3 1

FILED

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

RUSSELL L. BRENNER, CLERK

MAR 6 1989

U.S. COURT OF BANKRUPTCY

IN RE:	)	
	)	
Birdview Satellite Communications, Inc.	)	Case No. 86-41150
	)	Chapter 11
Debtor.	)	

By _____ Deputy

NOTICE OF INTENDED SALE OF PERSONAL PROPERTY
FREE AND CLEAR OF LIENS AND ENCUMBRANCES

COMES NOW the Trustee/Attorney for Trustee, F. Stannard Lentz of Lentz & Clark, and gives notice of his intended sale of personal property free and clear of liens and encumbrances as follows:

1. That F. Stannard Lentz is the duly appointed and acting Trustee in the above-captioned bankruptcy proceeding.

2. That pursuant to the Court's Order Approving Sale of Rights of Redemption filed November 14, 1986, the Trustee sold redemption rights on property located at 908 West Chestnut, Chanute, Kansas.

3. That your Trustee has been contacted by Steve Small, Vice President of Kansas MicroTech, Inc., regarding the sale of personal property located at 908 West Chestnut, Chanute, Kansas. That Mr. Small has offered the Trustee $5,000.00 for the personal property listed below. The personal property consists of the following:

Eubanks Wire Stripper, Model 06215-04, Serial #1284444
Streckfuss Lead Former, Model 6065, Serial #83.01-129
4 - VersaFergason Conveyors, Serial #13392-1-84
#78818-1-81; #15498-1-85; #5727-1-85

5. That the Trustee does not have an appraisal of said personal property but feels that this is a fair amount and that it would be in the best interest of the Debtor's estate and parties in interest that this sale be approved.

6. That said sale will be free and clear of liens and encumbrances, with said said liens and encumbrances, if any, attaching to the sale proceeds, all in in accordance with 11 U.S.C. §363.

7. That this notice is given in order to give parties in interest an opportunity to object to the proposed sale. If any party objects to the sale as outlined above, they must file their written

9504368232

objection with the Clerk of the United States Bankruptcy Court, 444 S. E. Quincy, Topeka, Kansas 66683, on or before 5:00 o'clock p.m. on the 30th day of March, 1989. If an objection is so filed, the Trustee's Notice of Intended Sale of Personal Property and the objections thereto will come on for hearing before the Honorable James A. Pusateri, 44 S. E. Quincy, Topeka, Kansas, on the 10th day of April, 1989, at 9:00 o'clock _.m.

Dated this 6 day of March, 1989.

F. Stannard Lentz 06596
Lentz & Clark
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600
Trustee/Attorney for Trustee

DB8-Birdview Notice

9504368233

- MUR 2582

OGC 3172

3-12-89

Dear Mr. Noble.

FEDERAL ELECTION COMMISSION
89 MAR 16 AM 9:02

MUR 2582

Yes, I would like to request pre-probable cause conciliation.

Thanks,

Sharon E. Phillips
706 Persimmon View
Olathe, Kans. 66061

[redacted]

RE: MUR 2582
SHARON PHILLIPS

95043682374

RECEIVED
FEDERAL ELECTION COMMISSION
ADMINISTRATIVE DIVISION
89 APR -4 AM 8:57

OOC 2370
Mur 2518

March 27, 1989

89 APR -4 PM 12:57

Dear Mr. Noble,

Enclosed are:

1. Check # 905 dated 6-11-84 paid to the order of Dole for Senate in the amount of $ 1,000.00
2. Copies of checking account statements dated 6-08-84 thru 8-10-84.
3. copies of deposit slips used during the above statement periods.

If you desire more documents than those provided, please contact:

Terri Parker or Shirley Higginbotham
Douglas County Bank
9th + Kentucky
Lawrence, KS 66044
(913) 843-7474

Their fee is $15 per hour with 50% paid in advance.

Thank you,
Ronda K Dumovich

9504368235

9504368233 6

RONDA K. ROSS
1642 NORTHWOOD
LAWRENCE, KANSAS [redacted]

882

905

Pay to the order of Dole for Senate $ 1,200.00/100

Douglas County Bank
Lawrence, Kansas 66044

Ronda K Ross

[redacted]

DEPOSIT SLIP

RONDA K. ROSS
2300 LOWELL [redacted]
LAWRENCE, KANSAS 66044

882

DATE 5-16 19 84

Douglas County Bank
Lawrence, Kansas 66044

[redacted]

DEPOSIT SLIP

RONDA K. ROSS
2300 LOWELL [redacted]
LAWRENCE, KANSAS 66044

882

DATE 5-26 19 84

Ronda K Ross

Douglas County Bank
Lawrence, Kansas 66044

[redacted]

DEPOSIT SLIP

RONDA K. ROSS
2300 LOWELL [redacted]
LAWRENCE, KANSAS 66044

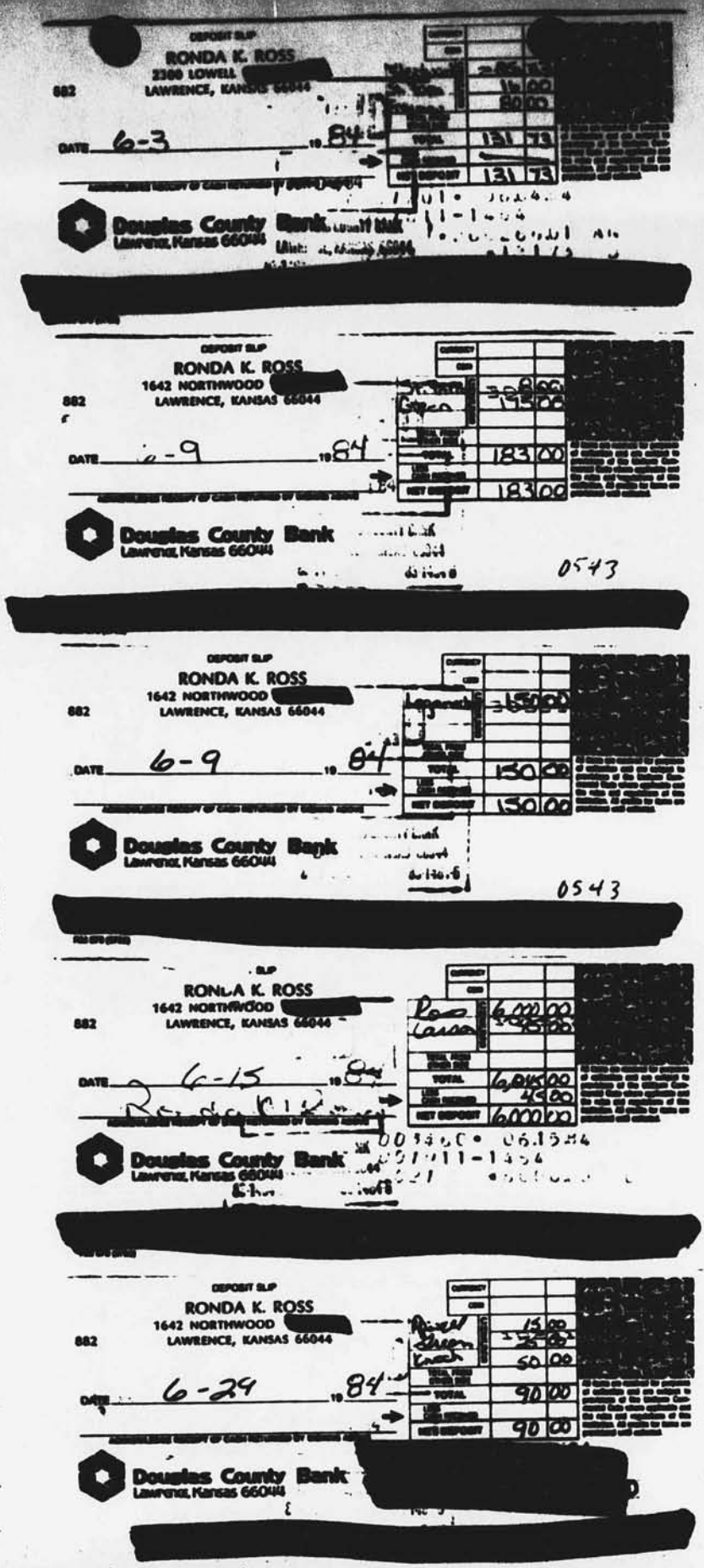
882

DATE 5-30 19 84

Ronda K Ross

Douglas County Bank
Lawrence, Kansas 66044

[redacted]



DEPOSIT SLIP
RONDA K. ROSS
2300 LOWELL
LAWRENCE, KANSAS 66044
882
DATE 6-3 19 84
Douglas County Bank
Lawrence, Kansas 66044
131 73
131 73

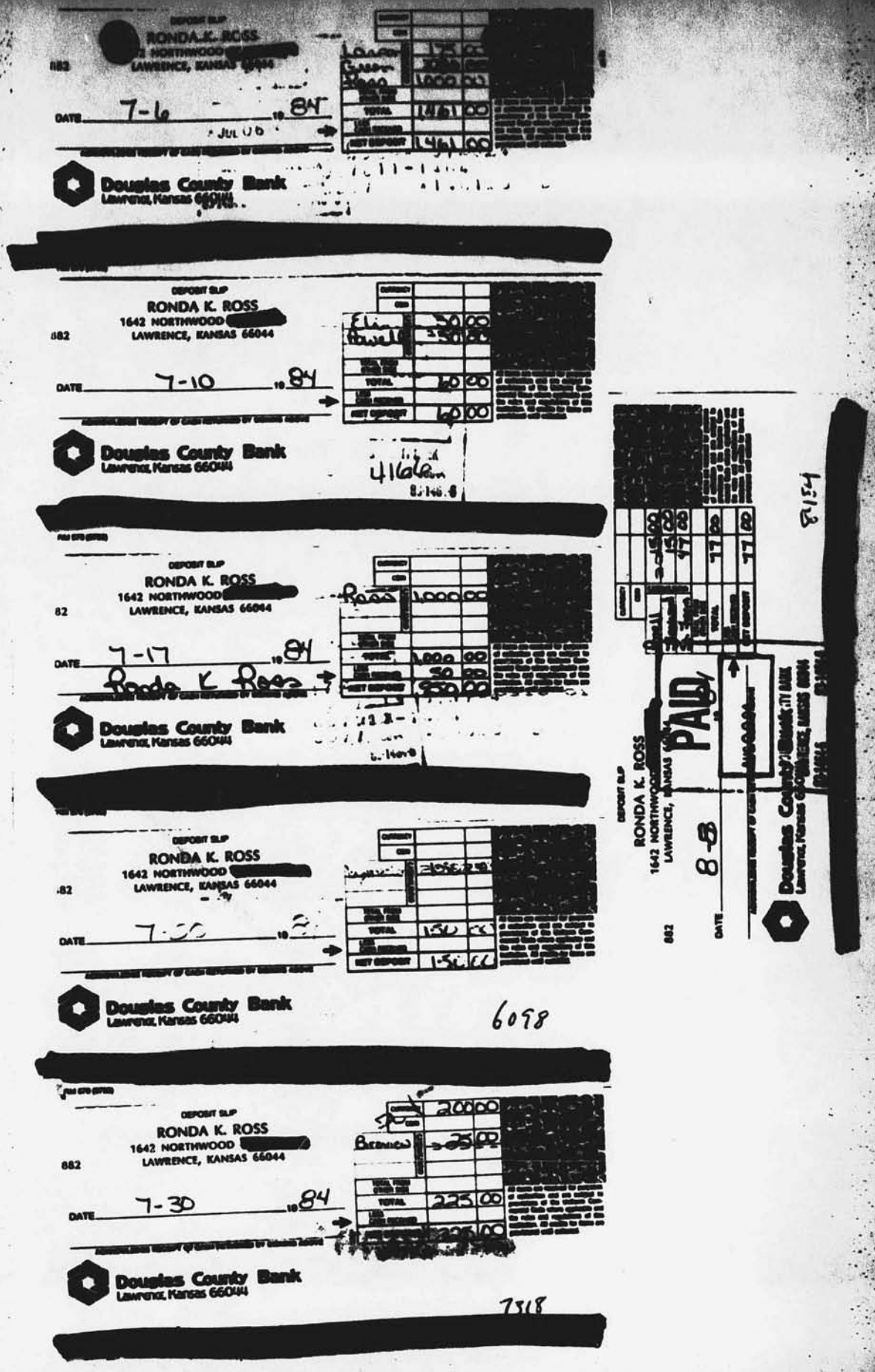
DEPOSIT SLIP
RONDA K. ROSS
1642 NORTHWOOD
LAWRENCE, KANSAS 66044
882
DATE 6-9 19 84
Douglas County Bank
Lawrence, Kansas 66044
183 00
183 00
0543

DEPOSIT SLIP
RONDA K. ROSS
1642 NORTHWOOD
LAWRENCE, KANSAS 66044
882
DATE 6-9 19 84
Douglas County Bank
Lawrence, Kansas 66044
150 00
150 00
0543

DEPOSIT SLIP
RONDA K. ROSS
1642 NORTHWOOD
LAWRENCE, KANSAS 66044
882
DATE 6-15 19 84
Douglas County Bank
Lawrence, Kansas 66044
6000 00
6000 00

DEPOSIT SLIP
RONDA K. ROSS
1642 NORTHWOOD
LAWRENCE, KANSAS 66044
882
DATE 6-24 19 84
Douglas County Bank
Lawrence, Kansas 66044
15 00
50 00
90 00
90 00

9504368233337


RONDA K. ROSS
1642 NORTHWOOD
LAWRENCE, KANSAS 66044
DATE 7-6 19 84
Douglas County Bank
Lawrence, Kansas 66044
RONDA K. ROSS
1642 NORTHWOOD
LAWRENCE, KANSAS 66044
DATE 7-10 19 84
Douglas County Bank
Lawrence, Kansas 66044
RONDA K. ROSS
1642 NORTHWOOD
LAWRENCE, KANSAS 66044
DATE 7-17 19 84
Douglas County Bank
Lawrence, Kansas 66044
RONDA K. ROSS
1642 NORTHWOOD
LAWRENCE, KANSAS 66044
DATE 7-30 19
Douglas County Bank
Lawrence, Kansas 66044
6098
RONDA K. ROSS
1642 NORTHWOOD
LAWRENCE, KANSAS 66044
882
DATE 7-30 19 84
Douglas County Bank
Lawrence, Kansas 66044
7318
PAID
RONDA K. ROSS
1642 NORTHWOOD
LAWRENCE, KANSAS 66044
DATE 8-8
Douglas County Bank
Lawrence, Kansas 66044

9504368238

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 7, 1989

Bankruptcy Clerk
280 Federal Building
444 S.E. Quincy Street
Topeka, KS 66683

MUR 2582

Re: Number 86-41150
Birdview Corporation, Chapter 11

Dear Sir or Madam:

On behalf of the Federal Election Commission, I am requesting to be sent copies of document numbers 317 and 354 in the above referenced matter. The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission is requesting this information in connection with an investigation it is conducting.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

I have been informed that as an agency of the federal government, there should be no charge to the Federal Election Commission for these documents.

All materials in this action should be sent to the attention of Susan Beard at the following address:

Office of the General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

9504368239

If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200 (FTS 376-8200). Thank you for your assistance.

Sincerely,

Lawrence M. Noble
General Counsel

9504368231 0

RECEIVED
FEDERAL ELECTION COMMISSION
ADMINISTRATIVE DIVISION

89 APR 13 AM 8:42

FILED
RUSSELL L. BRENNER, CLERK
AUG 17 1987
U.S. COURT OF BANKRUPTCY
By Deputy
Mun 2582

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF KANSAS

In Re:	)	
	)	
BIRDVIEW SATELLITE COMMUNICATIONS, INC.,	)	Chapter 11 Case No. 86-41150
	)	

Debtor.

MOTION FOR AUTHORITY TO ALLOW BIRDVIEW SATELLITE COMMUNICATIONS, INC. TO SELL FREE AND CLEAR OF LIENS ASSETS REFERRED TO IN AN OFFER OF PURCHASE TO JOHN R. WASHBURN AND ROBERT K. BROWN

COMES NOW Birdview Satellite Communications, Inc., the debtor and debtor-in-possession of the above-captioned bankruptcy action and moves this Court to enter orders to allow them to sell to John R. Washburn and Robert K. Brown those assets set forth in the offer to purchase attached hereto and marked Exhibit 1 and made a part hereof as if contained herein as amended by the amendment to the offer of purchase marked Exhibit 2 which is attached hereto and made a part hereof as if contained herein and in support thereof states as follows, to wit:

1. That the said sale shall be subject to the security interest of Security Pacific Business Credit, Inc. with the lien of Security Pacific Business Credit, Inc. attaching to the said proceeds.

2. That the amount currently owed to Security Pacific Business Credit, Inc. is approximately $825,000.00.

3. That it is estimated that the amounts to be received from the aforementioned sale is between $650,000 and $700,000.

4. That the said sale does not include as is seen in the attached Exhibit to the offer to purchase certain assets of

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Birdview Satellite Communications, Inc. including but not limited to certain funds found in certificates of deposit that approximate $210,000 to $215,000.

5. That this sale is in the best interest of all parties hereto.

WHEREFORE, for the reasons stated above, Birdview Satellite Communications, Inc. prays this Court to enter orders allowing them to complete the said sale referred to above and have the security interest of Security Pacific Business Credit, Inc. attached to the said proceeds.

Respectfully submitted,

By: Karen D. Wedel by mes

KAREN D. WEDEL
LINDE THOMSON FAIRCHILD
LANGWORTHY KOHN & VAN DYKE, P.C.
One Glenwood Place
Suite 1000
9300 Metcalf
Overland Park, KS 66212
(913) 649-4900

By:

MARK G. SWINGLEY
LINDE THOMSON FAIRCHILD
LANGWORTHY KOHN & VAN DYKE, P.C.
P. O. Box 26010
Kansas City, MO 64196-6010
(816) 474-6420

ATTORNEYS FOR DEBTOR

9504368234 2

3200 South M-291 Highway
Independence, Missouri 64055
July 31, 1987

Roger Mason, President
Birdview Satellite Communications, Inc.
908 West Chestnut
Chanute, Kansas 66720

Dear Mr. Mason:

We offer to purchase all of the assets ("Assets") of Birdview Satellite Communications, Inc. ("Birdview") which are listed on Schedule A attached to this letter. Our purchase would not include those items listed on Schedule B attached.

Our purchase would be on the terms, covenants and conditions below.

1. Purchase Price. We will pay $650,000, in cash as follows:

a. $10,000 upon your acceptance (as defined below) of this offer, which amount shall be deposited in escrow with THE BANK OF GRAIN VALLEY, INDEPENDENCE, MISSOURI. The escrow amount together with all interest earned on it shall be applied to the Purchase Price if the purchase is consummated or returned to us if the purchase fails to close through no fault of ours. If the purchase does not close as a result of our default, the escrow amount shall be forfeited by us and paid over to you as liquidated damages and you shall have no further rights against us. If, on the other hand, the purchase does not close as a result of Birdview's default, the escrowed funds shall be returned to us; and

b. The balance of the Purchase Price shall be paid in cash upon consummation of the transaction ("Closing).

2. Adjustment in Purchase Price. The Purchase Price shall be reduced by an amount equal to the total gross sales price of any of the Assets which are sold after the date of this offer and prior to Closing. But no sales will hereafter be made of any of the Assets for which a sale has not already been specifically authorized by the United States Bankruptcy Court for the District of Kansas (the "Court"); and any such sale will permit us to void the purchase and receive the refund of the escrowed funds.

3. Acceptance. This offer shall be deemed accepted and a contract reached between the parties upon execution by Birdview of the Acceptance form below and the entry of an

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Exhibit 1

appropriate order in form acceptable to us by the Court approving the transaction and authorizing its closing according to the terms of this offer.

4. Assignment. We shall be permitted to assign and transfer our purchase rights at any time to any other person, firm or corporation of our choosing. However, no such assignment shall relieve us of purchase obligations which we shall have incurred prior to the assignment..

5. Closing. The Closing shall take place at the offices of our attorneys, Constance, Stewart and Cook, 501 West Lexington, Independence, Missouri, at 2:00 p.m. on September 1, 1987, or at any time thereafter which you may determine, but not later than October 1, 1987.

6. Conditions of Title and Closing Documents. The Assets must be conveyed to us free and clear of all pledges, liens, charges, restrictions, encumbrances, covenants, tax claims, security interests, claims of creditors in bankruptcy, and any and all obligations and liabilities of any kind. At the Closing Birdview will execute and deliver to us all documents and forms required under the Uniform Commercial Code and the state law in order to perfect our title to our satisfaction to the Assets, and to provide us with good and marketable title free and clear of any defects. Birdview will also provide an order of the Court approving and confirming the sale and whatever other documents we deem reasonably necessary to assure us that the Assets are free and clear of creditors' claims and that any and all persons appointed by the Court to have possession and jurisdiction over the Assets have given their consent, if necessary, to the sale. You will also deliver to us an assignment of all your interests in the existing lease or tenancy of 517 and 515 West Cherry, Chanute, Kansas, and your acknowledgment that you relinquish and claim no further rights in the use and occupancy of the premises at those addresses. You will also provide us with assurance that the Assets will not be subject to losses, claims, damages, expenses or liabilities pursuant to the bulk sale provisions of the Uniform Commercial Code of Kansas.

7. Maintenance of Assets until Closing. From the date of this offer until Closing, Birdview shall continue to maintain the Assets in their present condition and will take no action or fail to take any action which would damage or cause loss to or diminish the value of the Assets.

8. Risk of Loss. The Assets shall be delivered to us upon Closing in the same condition as they now are except for ordinary wear.

9. Taxes. Any and all state, county and city taxes on the Assets which can be paid prior to Closing will be paid by Birdview, including sales taxes, if any. All others will be our obligation.

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10. Possession. Possession of the Assets shall be given at Closing.

11. Further Assurances. Birdview and we will cause to be executed any further or additional documents or instruments as from time to time may be reasonably required for the purpose of consummating the transaction.

12. Governing Law. The transaction shall be governed by and be construed and enforced in accordance with the laws of the State of Kansas.

13. Modifications. Once accepted, our offer and the terms of our agreement shall be subject to modification only by our mutual written consent and approval.

14. Miscellaneous.

a. Once accepted, we will expect Birdview to do any and all things necessary to expedite the Closing at the earliest possible time.

b. Headings in this letter are included for convenience only and are not to be used in interpreting the offer or the resulting agreement.

c. Any notices or other communications required or permitted will be in writing and will be deemed sufficiently given only if delivered in person or sent by telegram or by certified mail, postage prepaid, addressed to our respective addresses shown above.

d. Our agreement shall be binding upon and inure to the benefit of Birdview and us and to our respective heirs, successors and assigns.

We will appreciate a response from you as soon as possible.

John R. Washburn

Robert K. Brown

ACCEPTANCE

Birdview accepts the above offer this 12th day of August, 1987.

BIRDVIEW SATELLITE COMMUNICATIONS, INC.

By: _____

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ITEMS TO BE INCLUDED IN PURCHASE

All of debtor's inventory of every kind and description, now or at anytime hereafter owned by or in the possession or custody, actual or constructive of debtor, including, but not limited to, antennas, receivers, LNBs, stands, connecting cables, electronic components, steel stock, motors, gears, disks, transistors, modulators, switches, mounts, raw materials, components, work in process, finished goods, supplies, and packing containers, packaging and shipping materials, wherever located; all patents, copyrights, trademarks, trade names, trade secrets, licenses, proprietary rights, sales and promotional materials, blueprints, drawings, jigs, forms, tools, tooling, dies, molds, patterns, and other manufacturing materials and items incident or related thereto or to the manufacturing and selling thereof; and all other items of a like or similar nature hereafter acquired by debtor by way of substitution, replacement, return, repossession or otherwise, and all additions, accessions and improvements thereto, and the resulting product or mass and any documents and other evidences of title representing any of the above; and

All of debtor's present machinery and equipment, including, but not limited to, test equipment, wave soldering units, radial drills, press brakes, welders, lathes, plating and etching equipment, air compressors, wheelabrators, microplace machines, and all fixtures, vehicles, office equipment, furniture, furnishings, tools, dies, jibs and attachments, wherever located, and all present and future proceeds and product thereof; all of debtor's additional equipment, wherever located, or like or unlike nature, to be acquired hereafter, and all proceeds, products, replacements, substitutions, accessions, additions and improvements to any of the foregoing; and all of debtor's general intangibles, including, without limitation, computer programs, computer discs, computer tapes, literature, reports, catalogs, drawings, blueprints and other proprietary items; and

Leasehold improvements located at 517 and 615 West Cherry, Chanute, Kansas; and

Air compressors and dryers leased from Knopke Bros.
The right to use the name "Birdview Satellite Communications" or any variation thereof.

All references to "debtor" are intended to mean Birdview Satellite Communications, Inc.

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EXHIBIT A

ITEMS TO BE EXCLUDED FROM PURCHASE

Accounts Receivable

Cash

Deposits

Escrowed Funds

Interest in Current or Future Litigation

Land and/or Buildings

Notes Receivable

Preferential Transfers

Prepaid Expenses

Reclaimed Equipment with Unperfected Liens

Securities

Tax Refunds

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3200 South M-291 Highway
Independence, Missouri 64055
August 3, 1987

Roger Mason, President
Birdview Satellite Communications, Inc.
908 West Chestnut
Chanute, Kansas 66720

Dear Mr. Mason:

Our offer to purchase the Assets of Birdview made on July 31, 1987, is modified by removing the first sentence of paragraph 2 and substituting the following:

> The Purchase Price shall be reduced by an amount equal to the total gross sales price in excess of $60,000 of any of the Assets which are sold from August 1, 1987, through August 31, 1987, and by an amount equal to all gross sales made after August 31, 1987, until Closing.

All other terms and conditions of the offer remain the same.

John R. Washburn

Robert K. Brown
Robert K. Brown

ACCEPTANCE

Birdview accepts the above offer this 12th day of August, 1987.

BIRDVIEW SATELLITE COMMUNICATIONS, INC.

By: Roger L. Mason
Roger L. Mason
President

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Exhibit 2

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

FILED
OCT 1 1987
RUSSELL L. BRENNER, Clerk
U.S. COURT OF BANKRUPTCY
By _____ Deputy

In Re:	)	
	)	
BIRDVIEW SATELLITE COMMUNICATIONS, INC.,	)	Chapter 11
	)	Case No. 86-41150

Debtor.

ORDER APPROVING SALE

NOW on this 30th day of September, 1987, comes on for hearing Birdview Satellite Communications, Inc.'s "Motion for Authority to Allow Birdview Satellite Communications, Inc. to Sell Free and Clear of Liens Assets Referred to in an Offer of Purchase to John R. Washburn and Robert K. Brown". Birdview Satellite Communications, Inc. appears as debtor and debtor-in-possession by and through its attorney, Mark G. Stingley and whose local counsel is Karen D. Wedel. Also appearing are Sheldon Solow representing Security Pacific Business Credit, Inc., Bill Zimmerman representing Neosho County, Kansas, David Skidgel representing the Federal Deposit Insurance Corporation, J. B. King representing the Unsecured Creditors Committee, Phil Gordon representing Pamida, Inc., Brad Constance representing John R. Washburn and Robert K. Brown, Kurt Stohlgren representing the United States Trustee's Office and John Stauffer representing Mr. and Mrs. Cedius Andreason. Evidence is heard and the Court makes the following findings, to wit:

1. That notice has been given to creditors and equity security holders and the said notice given is sufficient under the circumstances and proper.

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2. That Birdview Satellite Communications, Inc. has recognized its inability to reorganize under Chapter 11 and based upon the same is in the process of liquidating its assets.

3. That Birdview Satellite Communications, Inc. proposes to sell a number of its assets as described in Group Exhibit 2 to John R. Washburn and Robert K. Brown.

4. That there have been a number of objections to the motion herein filed, with the greatest number by a group that are commonly referred to as "descrambler creditors".

5. That based upon the liquidation of Birdview Satellite Communications, Inc., Birdview Satellite Communications, Inc. will be unable to supply the descramblers that the descrambler creditors are requesting.

6. That Security Pacific Business Credit, Inc. has indicated that it will be terminating financing of Birdview Satellite Communications, Inc. as of September 30, 1987.

7. That the evidence shows that the sale of the assets to John R. Washburn and Robert K. Brown is for a fair value.

8. That an auction or liquidation of the same assets that are being sold to John R. Washburn and Robert K. Brown would cause the estate to realize a lesser income from the sale of the said assets than it would from the sale of the assets to John R. Washburn and Robert K. Brown.

9. That none of the current officers of Birdview Satellite Communications, Inc. are members of the investor group of John R. Washburn and Robert K. Brown that are purchasing the said assets.

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10. That Birdview Satellite Communications, Inc. has sought other parties to purchase the said assets to no success.

11. That it is likely that the assets being sold to John R. Washburn and Robert K. Brown will decrease in value over a period of time.

12. That additionally the cost that would be incurred by the debtors to retain the said assets being sold herein would amount to a cost to the estate that would be eliminated by the sale of these assets to John R. Washburn and Robert K. Brown.

13. That it is the optimum time of the year to sell the said assets.

14. That John R. Washburn and Robert K. Brown have indicated that they would not be willing to purchase the said assets if the sale does not occur at this time.

15. That the Court has considered the descrambler creditors' objections and inasmuch as Birdview Satellite Communications, Inc. is liquidating and going out of business, there is no provision that can be made by this Court to order descramblers be made available to the descrambler creditors.

16. That the current amount owed to Security Pacific Business Credit, Inc. as of this date is approximately $812,000.

17. That the Unsecured Creditors Committee is not objecting to the sale of the assets to John R. Washburn and Robert K. Brown.

18. That the objection of Neosho County, Kansas is to the distribution of the proceeds received from the sale and not to the sale itself and this Court specifically finds that the liens,

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claims and interests of Neosho County, Kansas and Security Pacific Business Credit, Inc. will attach to the proceeds of the said sale. Furthermore, inasmuch as Neosho County, Kansas' claim is approximately $444,000.00, any amounts in excess of the said claim of Neosho County, Kansas can be paid directly to Security Pacific Business Credit, Inc. at the closing of the sale to John R. Washburn and Robert K. Brown and the excess shall be placed in an interest bearing account until it can be determined by this Court who is entitled to the remaining proceeds of the sale .

19. That the objection of the Federal Deposit Insurance Corporation, as successor in interest to the Bank of Commerce, is to the fact that they object to any leasehold improvements or fixtures in the real estate they have a security interest being part of the sale and furthermore that any items that were subject to the lease of the Boulevard State Bank lease to which the Federal Deposit Insurance Corporation is a successor in interest not be sold. Evidence was introduced at the trial of the merits that it is not the intent to sell any fixtures or leasehold improvements found in the real estate that the Federal Deposit Insurance Corporation, as successor in interest to the Bank of Commerce, has a security interest nor will leasehold items that the Boulevard State Bank had an interest in as lessor to which the Federal Deposit Insurance Corporation has become a successor in interest be sold. Specific reference was made in the evidence adduced that with regards to the real estate the Federal Deposit Insurance Corporation, as successor in interest to the Bank of Commerce, has a security interest in that a sprinkler system, air

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conditioning units and improvements to the building will not be part of the said sale.

20. That John R. Washburn will make available to qualified dealers at a cost the schematic schemes of Birdview Satellite Communications, Inc.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Birdview Satellite Communications, Inc. is hereby authorized and is given permission to sell to John R. Washburn and Robert K. Brown those items set forth in Group Exhibit 2 free and clear of liens with the liens, claims and interests of Security Pacific Business Credit, Inc. and Neosho County, Kansas attaching to the said proceeds.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Birdview Satellite Communications, Inc. is permitted to turnover to Security Pacific Business Credit, Inc. on the date of the closing of the sale to John R. Washburn and Robert K. Brown those amounts of monies in excess of the claim of Neosho County, Kansas.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any further proceeds from the said sale other than those turned over to Security Pacific Business Credit, Inc. are to placed in an interest bearing account and that this Court shall determine at a later date the priorities, validity and extent of the claimed liens, claims and interests of Neosho County, Kansas and Security Pacific Business Credit, Inc. in the proceeds placed in the interest bearing account.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the leasehold improvements and fixtures that are a part of the real estate

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that the Federal Deposit Insurance Corporation, as successor in interest to the Bank of Commerce, has a security interest in as referred to above not be part of the sale. Furthermore, any items that are a subject of the Boulevard State Bank lease to which the Federal Deposit Insurance Corporation has become a successor in interest not be part of the sale.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the pending motions and adversary actions by and between Birdview Satellite Communications, Inc. and Pamida, Inc. be continued until a specific date on the October, 1987 docket.

JUDGE JAMES A. PUSATERI

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RECEIVED
FEDERAL ELECTION COMMISSION
ADMINISTRATIVE DIVISION
89 APR 18 AM 9:25

MUR 2582

April 12, 1989

RECEIVED
FEDERAL ELECTION COMMISSION
89 APR 18 AM 11:54

Dear Ms. Beard,

I am writing you in reference to what I recall as exhibit A of my deposition. I believe it is a check request for funds in the amount of $1,000.00 dated March 1984? During ~~that~~ month I assisted Birdview Satellite, Inc. at their Spring Trade Convention in Las Vegas, Nevada. I was given $1,000.00 to cover expenses, however, this did not cover my total expenses.

Thank you,
Ronda K Dumovich

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MUR 2582

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE

89 APR 28 AM 11:24

Larry G. Chipman
ATTORNEY & COUNSELOR AT LAW

4317 SOUTH RIVER BOULEVARD
INDEPENDENCE, MISSOURI 64055
TELEPHONE: (816) 373-7379

ADMITTED IN MISSOURI
KANSAS
ARKANSAS

April 27, 1989

Ms. Susan Beard
Office of General Counsel
Federal Election Commission
999 East Street N.W.
Washington, D.C. 20463

HAND DELIVERED
RECEIVED
FEDERAL ELECTION COMMISSION
ADMINISTRATIVE DIVISION
89 APR 28 AM 10:07

RE: Wanda Bowman
MUR2582

Dear Susan:

In accordance with our recent telephone conversation, Ms. Bowman is requesting Preprobable Cause Conciliation in the above-referenced matter. I will follow this request shortly with our position for a conciliation agreement.

Sincerely,

Larry G. Chipman
Attorney At law

LGC:tlg
d27

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RECEIVED
FEDERAL ELECTION COMMISSION
89 APR 12 PM 4:34

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Ronda Dumovich) MUR 2582

SENSITIVE
EXECUTIVE SESSION
MAY 02 1989

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On February 25, 1988, the Commission found reason to believe that Birdview Satellite Communications, Inc. ("Birdview") and Charles A. Ross, the President and Chairman of the Board of Birdview, knowingly and willfully violated 2 U.S.C. §§ 441b and 441f. On the same date, the Commission also made findings with regard to 17 other individuals. On December 16, 1988, the Commission found reason to believe that Ronda Dumovich, Charles Ross' daughter, violated 2 U.S.C. § 441f. The Commission also made findings with respect to three other individuals in December. All of the violations stem from a scheme to reimburse Birdview employees and members of their families for contributions made in their names.

Mrs. Dumovich produced documents concerning her contribution to the Dole for Senate Committee and was deposed by representatives of this Office. It appears that Mrs. Dumovich was reimbursed for her contribution by her father. On June 11, 1984, Mrs. Dumovich wrote a $1,000 check to the Dole for Senate Committee which was not cashed until July 25, 1984. Based on Mrs. Dumovich's testimony and the documents she provided, it appears that her main source of income in 1984 was her father, Charles Ross. From June 11, 1984, to July 25, 1984, Mrs. Dumovich deposited three checks from her father: a $6,000 check was

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deposited on June 15, and two $1,000 checks were deposited on July 6 and 17, respectively. Mrs. Dumovich does not have copies of the checks she deposited.

This Office believes that copies of the checks are needed for the investigations of Mrs. Dumovich and Mr. Ross. At this time, this Office does not know when the checks were written or if any special notations were made on them. The information on the checks will help determine whether there is a correlation between the checks from Charles Ross and the $1,000 contribution to the Dole for Senate Committee. Accordingly, the Office of the General Counsel recommends that the Commission approve the attached subpoena for bank records.

II. **RECOMMENDATION**

Approve the attached letters, subpoena, and the attachments thereto.

4/12/89
Date

Lawrence M. Noble
General Counsel

Attachments
1. Letter and Subpoena to Douglas County Bank
2. Notification to Ronda Dumovich

Staff Assigned: Daniel Blessington
Susan Beard

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS/JOSHUA MCFADDEN
COMMISSION SECRETARY

DATE: APRIL 17, 1989

SUBJECT: OBJECTION TO MUR 2582 - General Counsel's Report
Signed April 12, 1989

The above-captioned document was circulated to the Commission on Thursday, April 13, 1989 at 11:00 a.m.

Objection(s) have been received from the Commissioner(s) as indicated by the name(s) checked below:

Commissioner Aikens	X
Commissioner Elliott	
Commissioner Josefiak	
Commissioner McDonald	
Commissioner McGarry	
Commissioner Thomas	

This matter will be placed on the meeting agenda for May 2, 1989.

Please notify us who will represent your Division before the Commission on this matter.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Ronda Dumovich)

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session of May 2, 1989, do hereby certify that the Commission decided by a vote of 5-1 to approve the letters, subpoena, and the attachments thereto, as recommended in the General Counsel's April 12, 1989 report on MUR 2582.

Commissioners Elliott, Josefiak, McDonald, McGarry, and Thomas voted affirmatively for the decision. Commissioner Aikens dissented.

Attest:

5-2-89
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 8, 1989

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ronda K. Dumovich
9905 Parkview
Kansas City, KS 66109

RE: MUR 2582
Ronda Dumovich

Dear Mrs. Dumovich:

Records or information concerning your transactions held by the financial institution named in the attached subpoena and order are being sought by this agency in accordance with the Right to Financial Privacy Act of 1978 for the following purpose: to investigate possible violations of the Federal Election Campaign Act of 1971, by yourself, Birdview Satellite Communications, Inc., and others in connection with prohibited contributions made to federal candidates.

If you desire that such records or information not be made available, you must:

1. Fill out the accompanying motion paper and sworn statement or write one of your own, stating that you are the customer whose records are being requested by the Commission and giving the reasons you believe that the records are not relevant to the legitimate law enforcement inquiry stated in this notice or any other legal basis for objecting to the release of the records.

2. File the motion and statement by mailing or delivering them to the clerk of any one of the following United States District Courts: United States District Court for the District of Kansas, or the United States District Court for the District of Columbia.

3. Serve the Commission by mailing or delivering a copy of your motion and statement to: Federal Election Commission, Office of the General Counsel, 999 E Street, N.W., Washington, D.C. 20463.

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4. Be prepared to come to court and present your position in further detail.

If you do not follow the above procedures, upon the expiration of ten days from the date of service or fourteen days from the date of mailing of this notice, the records or information requested therein will be made available. These records may be transferred to other Government authorities for legitimate law enforcement inquires, in which event you will be notified after the transfer.

If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202)376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosures
Subpoena to Produce Documents to
Douglas County Bank
Motion to Quash Commission Subpoena
Sworn Statement

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INSTRUCTIONS

In answering these requests for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

If you cannot answer the following requests for production of documents in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1983, to the present.

The following requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named non-respondent witness in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper,

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telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

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REQUESTS FOR PRODUCTION OF DOCUMENTS

1. For account number maintained in the name of Ronda K. Ross, produce the following documents:

a. Check number 905 in the amount of $1,000, which cleared the checking account on or about July 25, 1984; and,

b. A copy of the items that were deposited into the account on June 15, July 6, and July 17, 1984. Please identify which items were deposited on each of the dates.

9504368235

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 8, 1989

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Jean Milstead, Senior Vice President
Douglas County Bank
P.O. Box 429
Lawrence, KS 66044

RE: MUR 2582

Dear Ms. Milstead:

Enclosed are a subpoena of the Federal Election Commission and a Certificate of Compliance with the Right to Financial Privacy Act of 1978, all directed to Douglas County Bank. It is my understanding that you are the senior vice president of the area of the bank that maintains records and these materials have, therefore, been mailed to you for answers on its behalf. Although the law permits the customer an opportunity to move to quash the subpoena, it is the financial institution's obligation to comply with the terms of the subpoena in the absence of judicial intervention. See 12 U.S.C. §§ 3405 and 3411.

Please be advised that 2 U.S.C. § 437g(a)(12) prohibits making public any Commission investigation without the written consent of the person with respect to whom such investigation is made. You are advised that no such consent has been given in this case.

If you have any questions, please contact Susan Beard or Daniel J. Blessington, the attorneys assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosures
Certification of Compliance with the
Right to Financial Privacy Act
Subpoena and Attachment

9504368236

CERTIFICATION OF COMPLIANCE WITH THE RIGHT TO FINANCIAL PRIVACY ACT

TO: Douglas County Bank
P.O. Box 429
Lawrence, KS 66044

FROM: Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

RE: MUR 2582

I hereby certify, pursuant to Section 1103(b) of the Right to Financial Privacy Act of 1978, 12 U.S.C. § 3403(b), that the provisions of the Act have been complied with as to the enclosed Subpoena to Produce Documents, responses to which are being ordered pursuant to 12 U.S.C. §§ 3402 and 3405.

Date 5/5/99

Lawrence M. Noble
General Counsel

Attachment

9504368223367

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 2582

SUBPOENA TO PRODUCE DOCUMENTS

TO: Douglas County Bank
P.O. Box 429
Lawrence, KS 66044

Pursuant to 2 U.S.C. § 437d(a)(1) and (3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to produce the documents requested on the attachment to this Subpoena. Legible copies which, where applicable, show both sides of the documents may be substituted for originals.

Such answers must be submitted under oath and must be forwarded to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, along with the requested documents within 15 days of receipt of this Subpoena.

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WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C. on this 5th, day of May, 1989.

Danny Lee McDonald, Chairman
Federal Election Commission

ATTEST:

for Marjorie W. Emmons
Secretary to the Commission

Attachment
Document Request (1 page)

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INSTRUCTIONS

In answering these requests for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

If you cannot answer the following requests for production of documents in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1983, to the present.

The following requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named non-respondent witness in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper,

telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

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REQUESTS FOR PRODUCTION OF DOCUMENTS

1. For account number maintained in the name of Ronda K. Ross, produce the following documents:

a. Check number 905 in the amount of $1,000, which cleared the checking account on or about July 25, 1984; and,

b. A copy of the items that were deposited into the account on June 15, July 6, and July 17, 1984. Please identify which items were deposited on each of the dates.

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RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT
89 MAY 15 PM 12:21

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Wanda Bowman)
Doris Dettweiler)
Edward Lane Gibson)
David K. Hamilton)
Martha J. Hamilton)
David C. Owen)
Steven Phillips)
Sharon Phillips)

SENSITIVE

MUR 2582

EXECUTIVE SESSION
MAY 23 1989

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On February 25, 1988, the Commission found reason to believe that David K. Hamilton and Steven Phillips violated 2 U.S.C. §§ 441b and 441f, and that Wanda Bowman, Martha J. Hamilton and Sharon Phillips violated 2 U.S.C. § 441f. On the same date, the Commission made reason to believe findings against 14 other individuals and Birdview Satellite Communications, Inc. ("Birdview"). On December 16, 1988, the Commission found reason to believe that David C. Owen knowingly and willfully violated 2 U.S.C. § 441f, Edward Lane Gibson violated 2 U.S.C. § 441f, Doris Dettweiler violated 2 U.S.C. § 441b, and one other individual violated § 441f. These violations stemmed from what appeared to be a calculated scheme to reimburse Birdview employees and their spouses for contributions made to political committees under the Act, including the Dole for Senate Committee. To date, the Commission has signed conciliation agreements with four respondents in this matter.

On September 13, 1988, the Commission decided to delay entering into pre-probable cause conciliation with David and Martha Hamilton pending the completion of the investigation in

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this matter.

On February 21, 1989, this Office received a pre-probable cause conciliation request for Edward Gibson. Attachment 1 at 1. On March 6, 1989, this Office received a pre-probable cause conciliation request for David Owen. Attachment 2 at 2. On March 16, 1989, this Office received a pre-probable cause conciliation request from Sharon Phillips. Attachment 3 at 3. On April 28, 1989, this Office received a pre-probable cause conciliation request on behalf of Wanda Bowman. Attachment 4 at 4.

II. **ANALYSIS**

This Office has completed all of the depositions authorized by the Commission in this matter with the exception of Martha Hamilton's, which was postponed because of ill health. Given the information obtained during the investigation, including that provided by her husband, this Office believes that taking the deposition of Mrs. Hamilton is no longer necessary to resolve this matter. With respect to those respondents who now ask for pre-probable cause conciliation, the investigation has been completed.[1]

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1. This Office is still awaiting the production of bank records of two respondents, Ronda Ross Dumovich and Edward Gibson. These documents have been requested to complete the investigation as it relates to Mrs. Dumovich and her father, Charles Ross, the President and Chairman of the Board of Birdview. The Commission approved a subpoena for Mrs. Dumovich's bank records on May 2, 1989. Mr. Gibson has instructed his bank to provide his records to the Commission.

A. Wanda Bowman

Ms. Bowman was the Assistant to the President of Birdview, Charles A. Ross, in October of 1985. On October 9, 1985, Ms. Bowman attended a dinner/fundraiser for the Dole for Senate Committee. Ms. Bowman testified that she attended the dinner with Gunilla Ross, Charles Ross' wife, because Mr. Ross had to work late and was unable to attend the dinner. At the dinner, where Elizabeth Dole spoke, Ms. Bowman made a $250 contribution to the Dole for Senate Committee. She handed her contribution check to David C. Owen, a consultant to Birdview and fundraiser for Senator Dole.

On October 10, 1985, a $500 bonus from Birdview was authorized by Edward Gibson, Birdview's Vice President of Marketing, for Ms. Bowman. After taxes and other standard deductions, the bonus resulted in net pay of $391.75. This bonus, the only one Ms. Bowman received from Birdview, reimbursed her for the contribution she made in her name to the Dole for Senate Committee. The Office of the General Counsel recommends that the Commission enter into pre-probable cause conciliation with Ms. Bowman for a violation of 2 U.S.C. § 441f.

B. Doris Dettweiler

This Office recommended finding reason to believe that Ms. Dettweiler violated 2 U.S.C. § 441b, on the basis that she was corporate controller for Birdview from November of 1982, to September of 1985. While Ms. Dettweiler did have this title, it appears that she was little more than a clerk who supervised other bookkeepers in the accounting department. David Hamilton,

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the Vice President of Finance, performed many of the traditional duties of a controller, such as dealing with Birdview's outside auditors, Touche Ross & Co.[2]

It appears that while Ms. Dettweiler was involved in the preparation of checks that were drawn to reimburse Birdview employees and their spouses, she did not know the reasons for their preparation. As a result, this Office recommends that the Commission take no further action with respect to Ms. Dettweiler. In addition, this Office recommends that the Commission approve the attached letter and close the file with respect to Ms. Dettweiler.

C. Edward Lane Gibson

Mr. Gibson, Birdview's former Vice President of Marketing, was deposed on January 19, 1989. He testified that at the direction of Charles Ross and with the understanding that he would be reimbursed by Birdview, he wrote a $3,000 check on his personal account on October 29, 1985, at a dinner in Washington, D.C. at which Senator Tim Wirth spoke. The check was made out to "SPACE PAC" and was earmarked for Tim Wirth. Mr. Gibson also testified that Mr. Ross told him that he would be reimbursed, and that in fact he was reimbursed for the contribution immediately on his return to Kansas.

"SPACE PAC" was originally registered with the Commission

2. This conclusion is based on the deposition testimony of several former Birdview employees, including: Doris Dettweiler, David Hamilton (Vice President of Finance), Esther Oliver (Bookkeeper), James Robert Speelman (Controller from November of 1984, to December of 1985) and Larry Welsh (Controller from December of 1985, to January of 1988).

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as the Society for Private and Commercial Earth Stations Political Action Committee ("SPACE"). On March 14, 1984, SPACE filed an amended statement of organization changing its name to the Satellite Television Industry Association Political Action Committee. SPACE's connected organization was the Society for Private and Commercial Earth Stations (which also changed its name in 1984). Charles Ross was very active in SPACE's connected organization and was once president of it. SPACE filed a termination report with the Commission on July 23, 1987.[3] SPACE's 1985 Year End Report shows a $1,500 contribution from Edward Gibson and a $1,500 contribution from Charles Ross, both of which were earmarked for the Committee for Tim Wirth and were dated October 29, 1985. Reports filed by the Committee for Tim Wirth show the receipt of these contributions from SPACE.[4] As part of the investigation of this matter, Charles Ross produced copies of political contributions he made using his personal checking account. Mr. Ross did not produce a check to SPACE or the Committee for Tim Wirth. It appears that Mr. Gibson's $3,000

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3. The political committee referred to in this report as "SPACE" appears to be unrelated to a political committee that is currently registered with the Commission as "SPACEPAC."

4. This Office notes that it has obtained no evidence that the Committee for Tim Wirth was aware that it had received a prohibited contribution.

check was attributed to himself and Charles Ross.[5]

As noted above, Mr. Gibson agreed to obtain copies of the contribution check and the reimbursement documentation from his bank for use in the continuing investigation as it pertains to Charles Ross. These documents do not affect Mr. Gibson's case since he has already admitted to having made the contribution that was reimbursed by Birdview. Since Mr. Gibson has been cooperative in providing evidence of his own wrongdoing and has admitted, under oath, to violating the Act, this Office recommends that the Commission enter into pre-probable cause conciliation with him for a violation of 2 U.S.C. § 441f.[6]

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5. It appears that SPACE violated 2 U.S.C. §§ 434(b) and 441a(a)(8) and 11 C.F.R. § 110.6(c) by reporting that it had received $1,500 each from Edward Gibson and Charles Ross, when it had actually received a single check from Mr. Gibson in the amount of $3,000. Nonetheless, this Office does not recommend pursuing these violations at this time. First, this investigation is in its final stages. To add an additional respondent at this late date would likely delay its resolution. Moreover, SPACE is no longer a reporting entity, having terminated in 1987. It reported no contributions in 1987, and only $2,400 in contributions to Senator Wirth in 1986. This diminution in activity is in sharp contrast to 1985, when SPACE reported approximately $43,000 in disbursements, including approximately $14,600 in earmarked contributions to the Committee for Tim Wirth and $26,000 to the Wright Appreciation Fund, an authorized committee of Speaker Wright's.

6. Although Mr. Gibson approved a $500 bonus to Wanda Bowman, a Birdview employee, that was used to reimburse her for a contribution she made to the Dole for Senate Committee, there is no evidence that he had any idea what the bonus was related to at that time. Mr. Gibson was one of several people at Birdview who had authority to request funds and sign checks. He testified that he had no recollection of the bonus for Wanda Bowman. Given Mr. Gibson's candor concerning his own contribution to Mr. Wirth, his testimony regarding Ms. Bowman's reimbursement is credible.

D. David K. Hamilton and Martha J. Hamilton

Mr. Hamilton testified that he was employed by Birdview from October, 1983, to July, 1985. During that time he was Birdview's Vice President of Finance. His duties consisted of monitoring accounting and financial functions of the corporation and securing debt financing. Payroll was one of the areas he supervised. Mr. Hamilton's immediate supervisor was Charles Ross. In June of 1984, Mr. Hamilton also became Assistant Secretary of Birdview.

In June of 1984, both Mr. and Mrs. Hamilton each made $1,000 contributions to the Dole for Senate Committee. Mr. Hamilton testified that Charles Ross approached him and asked that he and his wife each make $1,000 contributions to the Dole for Senate Committee. He testified that he made the contribution because be thought it would help Birdview. Mr. Hamilton also testified that his wife made her contribution at his direction.

On June 14, 1984, Mr. Hamilton filled out a "check request" form for a $2,000 cash advance. Mr. Hamilton testified that check request forms were used when a check was needed from Birdview and there were no supporting documents, such as an invoice, available to justify the amount of the check. Subsequent to filling out the form, Mr. Hamilton received an advance of $2,000 that he and his wife deposited into their joint checking account in order to cover their contributions to the Dole for Senate Committee. On June 30, 1984, Mr. Hamilton received a $3,000 bonus from Birdview, which came to $2,049 after taxes. The $2,000 cash advance was deducted from the amount of

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the bonus. Thus, Mr. Hamilton received a net bonus of $49 after all the deductions were taken on June 30, 1984. Mr. Hamilton testified that the purpose of the $3,000 bonus was to reimburse him and his wife for the contributions they made to the Dole for Senate Committee.

Mr. Hamilton also requested that Steven Small, another Birdview Vice President, receive a $2,000 cash advance on June 14, 1984. Steven Small and Dale Galemore, a Birdview employee, each received $3,000 bonuses on June 30, 1984. Their bonuses, consistent with Mr. Hamilton's, came to $2,049 after taxes. Also, each of them received a $2,000 cash advance earlier in June as had Mr. Hamilton. Steven and Joy Small and Dale and Cynthia Galemore each made $1,000 contributions to the Dole for Senate Committee in June of 1984, by checks dated June 11, 1984. Mr. Small testified that he was reimbursed by Birdview for the contributions made by him and his wife to the Dole for Senate Committee, and that he had previously met with Mr. Hamilton in order to determine the amount of the bonus needed to fully reimburse the $2,000 in contributions after taxes.[7] Mr. Hamilton testified that he does not recall this meeting, but acknowledged that it could have occurred and that a note listing the bonuses and advances to Mr. Small, Mr. Galemore and himself was written by him.

Prior to the activity in June of 1984, Mr. Hamilton assisted in reimbursing three other Birdview employees for five

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7. The Commission accepted signed conciliation agreements with Steven and Joy Small on October 17, 1988.

contributions of $1,000 each to the Dole for Senate Committee. On December 22, 1983, Mr. Hamilton filled out and approved two check requests. The first check request was for Robert Owens, Birdview's Executive Vice President, in the amount of $2,000. The second check request, in the amount of $1,000, was for Roger Mason, a Birdview employee. Both check requests stated that they were "special expense advance[s]." By a check dated December 13, 1983, Roger Mason made a $1,000 contribution to the Dole for Senate Committee. Robert Owens and his wife, Betty, each made $1,000 contributions to the Dole for Senate Committee by checks dated December 14, 1983. Mr. Mason was asked a number of questions concerning the above-described contributions and payments at his deposition, but he continuously asserted his fifth amendment privilege against self-incrimination. Mr. Owens, on the other hand, testified at his deposition that he had asked Mr. Hamilton about whether he and his wife would be reimbursed by Birdview for the contributions to the Dole for Senate Committee. Mr. Hamilton testified that he did not recall this conversation with Mr. Owens, but that it may well have happened. According to a document prepared by Birdview's outside auditors, Touche Ross & Co., Robert Owens received $2,000 and Roger Mason received $1,000 from Birdview as reimbursement for the contributions made to the Dole for Senate Committee. The reimbursement was charged against

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Charles Ross' cash advance account.[8]

On December 22, 1983, Mr. Hamilton also requested a $2,000 cash advance for Stanton Ross, a Birdview employee and the son of Birdview's President, Charles Ross. The reason stated for the cash advance was "travel advance." On December 15, 1983, Stanton Ross and his fiancee, Merett, each wrote $1,000 checks to the Dole for Senate Committee.[9]

Although Mr. Hamilton made a number of contradictory statements regarding the check requests described above, he

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8. Charles Ross appears to have made little or no distinction between Birdview's funds and his own personal funds. Mr. Ross received advances from Birdview whenever he requested them, regardless of Birdview's financial position. Mr. Ross still has not paid off all of the cash advances he received from Birdview. Birdview's outside auditors identified $9,000 in reimbursements for political contributions during December of 1983. Aside from the individuals mentioned above, Stanton Ross, Edward Hackerott, and Steven Phillips each received $2,000 from Birdview. The document prepared by Birdview's outside auditors contains a handwritten note stating that the $9,000 in political contributions were made at the direction of Charles Ross.

9. Several other Birdview employees and their spouses also made contributions to the Dole for Senate Committee during this time period. Edward and Darlene Hackerott each wrote $1,000 checks to the Dole for Senate Committee on December 14, 1983. The Hackerotts received a $2,000 check from Birdview on or about December 23, 1983. Edward Hackerott stated at his deposition that the check he received from Birdview was to reimburse him for his and his wife's contributions. The Commission accepted signed conciliation agreements from Darlene Hackerott on September 23, 1988, and from Edward Hackerott on October 5, 1988. Steven Phillips and his wife, Sharon, each made a $1,000 contribution to the Dole for Senate Committee in December of 1983. Based upon Mr. and Mrs. Phillips' testimony and documents obtained by this Office, it appears that they were reimbursed for these contributions by Birdview. Finally, Charles Ross and his wife, Gunilla, each made $1,000 contributions to the Dole for Senate Committee in December of 1983, by checks dated December 15 and 23, 1983, respectively. This Office has been unable to obtain documentation from Birdview that directly implicates Mr. Hamilton in any of these contributions and reimbursements.

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reluctantly acknowledged that they could have been reimbursements for the political contributions made a week earlier. Other evidence obtained by this Office make it clear that all of these payments were actually reimbursements for political contributions made to the Dole for Senate Committee by Birdview employees and their spouses. This includes the testimony of three other respondents that they had been reimbursed by Birdview for their political contributions in December of 1983, and a worksheet prepared by Birdview's outside auditors setting forth the amount of the contributions and the names of the individuals involved. With respect to the form of the reimbursements, Mr. Hamilton testified that any money an individual received as an expense advance would not be included in his or her income, and as a result, no taxes would have to be paid on the amount of the expense advance.[10]

In addition, on September 12, 1984, Mr. Hamilton signed a $10,000 check drawn on Birdview's account, that was made payable to "The Senatorial Trust and David Owen." David Owen was a consultant to Birdview and a fundraiser for the Republican Party. The purpose of the check was to make a $10,000 contribution to the Republican Senatorial Trust, a project of the National Republican Senatorial Committee. See Part E, infra.

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10. The process used to reimburse employees for political contributions in December of 1983, was different from that used in June of 1984. In June of 1984, employees were reimbursed through the payroll system by means of bonuses, on which employees are clearly required to pay taxes. In December of 1983, employees received cash advances that were not treated as income by Birdview and were never repaid by the employees.

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Based on the evidence this Office has obtained during its investigation, Mr. and Mrs. Hamilton violated 2 U.S.C. § 441f by knowingly permitting their names to be used to effect contributions by Birdview Satellite Communications, Inc. to the Dole for Senate Committee. Mr. Hamilton violated 2 U.S.C. § 441b as a corporate officer who actively participated in the contribution and reimbursement scheme whereby individuals associated with Birdview and their spouses made corporate contributions in their names to federal political committees. Therefore, this Office recommends that the Commission agree to enter into conciliation with David K. Hamilton for violations of 2 U.S.C. §§ 441b and 441f and Martha J. Hamilton for a violation of 2 U.S.C. § 441f prior to a finding of probable cause to believe.

E. David C. Owen

David C. Owen, a former consultant to Birdview and President of the Dole for Senate Committee, Inc., was deposed by representatives of this Office on February 28, 1989.

Mr. Owen received $10,000 from Birdview in September, 1984, that was intended to be a contribution to the Republican Senatorial Trust, a project of the National Republican Senatorial Committee ("NRSC"). On September 12, 1984, Birdview issued check number 15320, which was for $10,000; the payees were the Senatorial Trust and David Owen. Mr. Owen testified that he endorsed both of the payees' names on the reverse of the check, and deposited the check into the "David C. Owen - Special Account" at Stanley Bank.

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On September 13, 1984, Mr. Owen wrote a letter to Gracia Barker-Cross of the Republican Senatorial Trust which states: "Thanks for your help! I am enclosing checks totaling $10,000.00 for my trust membership. Please fill in the name of the winner in the Massachusettes [sic] primary on the blank check." Along with the letter were the following checks drawn on the "David C. Owen - Special Account," dated September 13, 1984:

Payee	Number	Amount
Pressler for Senate	6916	$2,000
Percy for Senate	6917	$1,000
Jepsen for Senate	6918	$1,000
Gramm for Senate	6919	$1,000
Raese for Senate	6920	$1,000
Simpson for Senate	6921	$1,000
Helms for Senate	6922	$1,000
Cochran for Senate	6923	$1,000
Blank Check	6924	$1,000
	TOTAL	$10,000

Moreover, two related documents written in the previous year evince an intent to obtain corporate funds to contribute to Republican senatorial candidates through the NRSC. First, a letter from David C. Owen to Charles Ross, dated October 31, 1983, which was acknowledged by Charles Ross on November 18, 1983, reads in part:

> Thank you for the opportunity to work with you and Birdview as you plan for the future.
>
> In our meeting this morning, we covered the following items: (1) Dave will join the Republican Senatorial Trust, if possible, with Birdview paying the membership fee of $10,000 annually and any expenses incurred by Dave in attending the meetings....

Second, a letter from David C. Owen to Charles A. Ross, President and Chairman of the Board of Birdview, dated November 15, 1983, reads in part:

> I just received notification from the Republican

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> Senatorial Trust that I can renew my membership....Please forward a check in the amount of $10,000 payable to David C. Owen, and I will send my personal check to the Trust.

Mr. Owen testified that he was aware of the prohibitions of the Act concerning corporate contributions at the time that he sought payment from Birdview for his Republican Senatorial Trust membership and when he received Birdview's check and made the nine individual contributions through the NRSC. Mr. Owen's familiarity with the federal prohibition on corporate contributions stems from a long history of active involvement in federal elections. He has raised funds for a number of candidates and has testified that he had solicited contributions for Senator Dole for 20 years. In 1974, Mr. Owen was State Campaign Chairman for Bob Dole for U.S. Senate. In 1975 and 1976, he was Chairman of the Plain States Region for the President Ford Committee. In 1976, he was a delegate to the Republican National Convention and was National Chairman of the Bob Dole Vice Presidential Campaign. In 1978, Mr. Owen served as State Co-Chairman for the Kassebaum for U.S. Senate Campaign. In 1980, he was the State Chairman for the 1980 Dole for Senate Committee. Mr. Owen was the President of the Dole for Senate Committee from 1980 to 1983. In addition, at times he was the sole signatory on the bank accounts for the Dole for Senate Committee and Campaign America, a multicandidate political committee associated with Senator Dole. Mr. Owen was a fundraiser for all of the senatorial campaign committees mentioned. Mr. Owen first contributed to the Republican Senatorial Trust in approximately 1978, when he organized a group

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of contributors in the Kansas City area.

In his testimony, David Owen acknowledged that he was a seasoned political fundraiser when he negotiated with Charles Ross to have Birdview pay for his membership in the Republican Senatorial Trust, and when he ultimately used Birdview funds to make corporate contributions of $10,000 in his name through the NRSC. Accordingly, this Office recommends that the Commission enter into pre-probable cause conciliation with David Owen for a knowing and willful violation of 2 U.S.C. § 441f.

F. Steven and Sharon Phillips

Steven Phillips, Birdview's Vice President of Engineering, testified that he was reimbursed for a $1,000 contribution made to the Dole for Senate Committee and that he was also aware of reimbursements to other Birdview employees and their spouses for political contributions. The Commission declined to enter into a conciliation agreement with Mr. Phillips on December 16, 1988, when some confusion arose as to whether or not Mrs. Phillips had also made a contribution to the Dole for Senate Committee.

The Dole for Senate Committee reported receiving a $1,000 contribution from Sharon Phillips in December of 1983. At her deposition, Mrs. Phillips testified that she could not recall whether she had made the contribution. She was quite sure, however, that if she had made the contribution she would only have done so with the understanding that she would be reimbursed. Mr. Phillips also testified that if his wife had made the contribution, she would have been reimbursed for it since they were not in the financial position to have made the contribution

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otherwise. This Office obtained a copy of the contribution check drawn on Mrs. Phillips' account, which appears to have her signature on it. Moreover, Birdview's outside auditors indicated in their workpapers that Mr. Phillips received $2,000 to reimburse him for political contributions. Finally, bank statements provided by the Phillipses show a $1,000 deposit to their joint checking account and a $1,000 to Mrs. Phillips' own checking account at the end of December of 1983. Therefore, it appears that both Mr. and Mrs. Phillips were reimbursed for political contributions they made.

As a result of this newly acquired information, this Office believes it is now appropriate to complete negotiation of a conciliation agreement with Mr. Phillips for violations of 2 U.S.C. §§ 441b and 441f and enter into conciliation with Mrs. Phillips for a violation of 2 U.S.C. § 441f. Accordingly, this Office recommends that the Commission enter into pre-probable cause conciliation with Steven and Sharon Phillips.

III. DISCUSSION OF CONCILIATION PROVISIONS AND CIVIL PENALTY

Attached for the Commission's approval are proposed conciliation agreements for Wanda Bowman, Edward Gibson, David Hamilton, Martha Hamilton, David Owen, Steven Phillips, and Sharon Phillips.

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IV. RECOMMENDATIONS

1. Take no further action against Doris Dettweiler.

2. Enter into conciliation with Wanda Bowman, Edward Lane Gibson, David K. Hamilton, Martha J. Hamilton, David C. Owen, Steven Phillips and Sharon Phillips prior to a finding of probable cause to believe.

3. Approve the attached proposed conciliation agreements and letters.

5/12/89
Date

Lawrence M. Noble
General Counsel

Attachments:
1. Gibson request for conciliation
2. Owen request for conciliation
3. Sharon Phillips request for conciliation
4. Bowman request for conciliation
5. Letter to Respondents (8) and Proposed Conciliation Agreements(7).

Staff Persons: Daniel Blessington
Susan Beard

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS/JOSHUA MCFADDEN
COMMISSION SECRETARY

DATE: MAY 18, 1989

SUBJECT: OBJECTION TO MUR 2582 - General Counsel's Report Signed May 12, 1989

The above-captioned document was circulated to the Commission on Monday, May 15, 1989 at 4:00 p.m.

Objection(s) have been received from the Commissioner(s) as indicated by the name(s) checked below:

Commissioner Aikens	
Commissioner Elliott	X
Commissioner Josefiak	
Commissioner McDonald	
Commissioner McGarry	
Commissioner Thomas	

This matter will be placed on the meeting agenda for May 23, 1989.

Please notify us who will represent your Division before the Commission on this matter.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Wanda Bowman	)	
Doris Dettweiler	)	
Edward Lane Gibson	)	
David K. Hamilton	)	MUR 2582
Martha J. Hamilton	)	
David C. Owen	)	
Steven Phillips	)	
Sharon Phillips	)	

CERTIFICATION

I, Hilda Arnold, recording secretary for the Federal Election Commission Executive Session of May 23, 1989, do hereby certify that the Commission decided by a vote of 6-0 to take the following actions with respect to the above-captioned matter:

1. Take no further action against Doris Dettweiler on violations of 2 U.S.C. §§ 441b and 441f.

2. Enter into conciliation with Wanda Bowman, Edward Lane Gibson, David K. Hamilton, Martha J. Hamilton, David C. Owen, Steven Phillips and Sharon Phillips prior to a finding of probable cause to believe.

3. Approve the proposed conciliation agreements and letters recommended in the General Counsel's report dated May 12, 1989, subject to amendment of letter to Ms. Dettweiler.

Commissioners Aikens, Elliott, Josefiak, McDonald, McGarry and Thomas voted affirmatively for this decision.

May 24, 1989
Date

Hilda Arnold
Hilda Arnold
Administrative Assistant

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 26, 1989

Major W. Park, Jr., Esquire
Gage and Tucker
2345 Grand
P.O. Box 418200
Kansas City, KS 64141

RE: MUR 2582
Doris Dettweiler

Dear Mr. Park:

On December 27, 1988, your client, Doris Dettweiler, was notified that the Federal Election Commission found reason to believe that she had violated 2 U.S.C. §§ 441b and 441f.

After considering the circumstances of the matter, the Commission determined on May 23, 1989, to take no further action against Ms. Dettweiler, and closed the file as it pertains to her. The file will be made part of the public record within 30 days after this matter has been closed with respect to all other respondents involved. Should you wish to submit any factual or legal materials to appear on the public record, please do so within ten days of your receipt of this letter. Such materials should be sent to the Office of the General Counsel.

The confidentiality provisions of 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) remain in effect until the entire matter is closed. The Commission will notify you when the entire file has been closed.

The Commission reminds you that assisting a corporation in making a prohibited contribution to a political committee under the Federal Election Campaign Act of 1971, as amended, is a violation of 2 U.S.C. § 441b. Furthermore, assisting in the making of a contribution in the name of another is a violation of 2 U.S.C. § 441f. Your client should take immediate steps to ensure that such activity does not recur.

9504368239 5

If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

95043682396

FEDERAL ELECTION COMMISSION
WASHINGTON, D C 20463

May 26, 1989

Larry G. Chipman, Esq.
Chipman & Wood
4317 South River
Independence, MO 64055

RE: MUR 2582
Wanda Bowman

Dear Mr. Chipman:

On February 25, 1988, the Federal Election Commission found reason to believe that your client, Wanda Bowman, violated 2 U.S.C. § 441f. At your request, on May 23, 1989, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504368239 7

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 26, 1989

Michael S. Green, Esquire
Flynn and Gottlieb
29 B Lenox Pointe, N.E.
Atlanta, GA 30324

RE: MUR 2582
Edward Lane Gibson

Dear Mr. Green:

On December 16, 1988, the Federal Election Commission found reason to believe that Edward Lane Gibson violated 2 U.S.C. § 441f. At your request, on May 23, 1989, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Daniel Blessington or Susan Beard, the attorneys assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504368239 8

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 26, 1989

Martha J. Hamilton
8597 Dice Lane
Lenexa, KS 66215

RE: MUR 2582
Martha J. Hamilton

Dear Mrs. Hamilton:

On February 25, 1988, the Federal Election Commission found reason to believe that you violated 2 U.S.C. § 441f. At your request, on May 23, 1989, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504368239

95043682400

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 26, 1989

David K. Hamilton
8597 Dice Lane
Lenexa, KS 66215

RE: MUR 2582
David K. Hamilton

Dear Mr. Hamilton:

On February 25, 1988, the Federal Election Commission found reason to believe that you violated 2 U.S.C. §§ 441b and 441f. At your request, on May 23, 1989, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

FEDERAL ELECTION COMMISSION
WASHINGTON, D C 20463

May 26, 1989

Sharon Phillips
706 Persimmon View
Olathe, KS 66061

RE: MUR 2582
Sharon Phillips

Dear Mrs. Phillips:

On February 25, 1988, the Federal Election Commission found reason to believe that you violated 2 U.S.C. § 441f. At your request, on May 23, 1989, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504368240 1

FEDERAL ELECTION COMMISSION
WASHINGTON, D C 20463

May 26, 1989

Steven Phillips
706 Persimmon View
Olathe, KS 66061

RE: MUR 2582
Steven Phillips

Dear Mr. Phillips:

On February 25, 1988, the Federal Election Commission found reason to believe that you violated 2 U.S.C. §§ 441b and 441f. At your request, on May 23, 1989, the Commission determined to resume negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504368240 2

FEDERAL ELECTION COMMISSION
WASHINGTON, D C 20463

May 26, 1989

Douglas F. Behm, Esquire
Morrison, Hecker, Curtis, Kuder & Parrish
1700 Bryant Building
1102 Grand Avenue
Kansas City, MO 64106-2370

RE: MUR 2582
David C. Owen

Dear Mr. Behm:

On December 16, 1988, the Federal Election Commission found reason to believe that your client, David C. Owen, knowingly and willfully violated 2 U.S.C. § 441f. At your request, on May 23, 1989, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Daniel Blessington or Susan Beard, the attorneys assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

95043682403

LGC 2874

Douglas County Bank

May 25, 1989

Lawrence M. Nobel
General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR 2582

Dear Mr. Nobel:

In response to your subpoena, we have enclosed the following microfilm documents:

1. Check #905 in the amount of $1000.00 issued by Ronda K. Ross, Account on June 11, 1984 to Dole for Senate.

2. Deposit dated June 15, 1984, in the amount of $6000.00 to Account along with the items deposited.
   a. Check #1272 issued by Lori Larson for $45.00 drawn on her account with the First National Bank.
   b. Check #610 issued by Charles A. Ross for $6000.00 drawn against his account with the Bank of Commerce.

3. Deposit dated July 6, 1984, in the amount of $1461.00 to account along with deposited items.
   a. Check #1305 issued by Lori Larson drawn on her account at First National Bank. In the amount of $175.00.
   b. Check #136 issued by Leslie Green for $286.00 drawn on her account with Commercial Bank of Liberty.
   c. Check #629 issued by Charles A. Ross drawn on the Bank of Commerce in the amount of $1000.00.

9504368240 4

Douglas County Bank

4. Deposit dated July 17, 1984, in the amount of $950.00 to account along with deposited items.
   a. Check #639 issued by Charles A. Ross for $1000.00, drawn against the Bank of Commerce.

Sincerely,

Jean Milstead
Senior Vice President

Attest:

Joe Kelly
President

Pat Slabaugh
Senior Vice President

JM:gp

Enclosure

950436824005

[redacted]

[redacted]

Ronda K Ross

Douglas County Bank

[redacted]

July 7 1984

CASH OUT

TELLER

11

Douglas County Bank

[redacted]

CHARLES A ROSS

[redacted]

639

7-13 84

$1,000.00

Pay to the order of Ronda Ross

One thousand & no/100

[redacted]

Charles A Ross

[redacted]

Douglas County Bank
CASH OUT
TELLER
21
Douglas County Bank
1272
6-11
$ 45 00/100
Twenty-five
6-11
Six Thousand +12

LGC 3014

MUR 2582

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:

BIRDVIEW SATELLITE COMMUNICATIONS, INC. Debtor

Case No. 86-41150-11

BIRDVIEW SATELLITE COMMUNICATIONS, INC. Plaintiff

vs.

JOHN L. AKER Defendant

Adv. No. 88-0011

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
89 JUN 12 PM 2:21

NOTICE OF OPPORTUNITY FOR HEARING ON TRUSTEE'S APPLICATIONFOR APPROVAL OF COMPROMISE

Notice is hereby given that the Trustee/Plaintiff of the above captioned adversary matter has filed his Application for Approval of Compromise. A copy of the Application is attached. Parties in interest are given until 5:00 p.m. on the 28th day of June, 1989, to object to the Application. Objections should be filed with the Clerk of the United States Bankruptcy Court, 444 S.E. Quincy, Topeka, Kansas 66683. If no objection is filed, an order will be entered approving the Application for Compromise. If an objection is filed the application and objections thereto will come on for hearing at a date to be set by the Clerk of the United States Bankruptcy Court.

Dated this 6 day of June, 1989.

F. Stannard Lentz 06596
Lentz & Clark
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600

Trustee/Plaintiff

MEC2 B/Aker/Notice

9504368240 9

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:

BIRDVIEW SATELLITE COMMUNICATIONS, INC.
Debtor

Case No. 86-41150-11

BIRDVIEW SATELLITE COMMUNICATIONS, INC.
Plaintiff

vs.

Adv. No. 88-0011

JOHN L. AKER

FILED
RUSSELL L. BRENNER, CLERK
MAY 8 1989
U.S. COURT OF BANKRUPTCY
By _____ Deputy

ORDER RESTRICTING NOTICE ON APPLICATION APPROVAL OF COMPROMISE

THIS cause comes on for consideration upon the Application for Order Restricting Notice on Application for Approval of Compromise. For cause shown, it is

HEREBY ORDERED that Notice of the Application for Approval of Compromise restricted to all attorneys of record, the U.S. Trustee, the U.S. Attorney's office, the Internal Revenue Service, the Debtor, and to creditors and parties in interest who have filed with the Court a request that all notices be mailed to them.

IT IS SO ORDERED this 27 day of April, 1989

/s/ JAMES A. PUSATERI
Honorable James A. Pusateri
Bankruptcy Judge

Submitted by:

F. Stannard Lentz 06596
Lentz & Clark
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600

MEC-1 Aker Order

RECEIVED
MAY 1 1989

9504368241 0

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

FILED
RUSSELL L. BRENNER, CLERK

IN RE:

BIRDVIEW SATELLITE COMMUNICATIONS, INC
Debtor.

Case No. 86-41150-11

APR 25 1989

U.S. COURT OF BANKRUPTCY

By _____ Deputy

BIRDVIEW SATELLITE COMMUNICATIONS, INC
Plaintiff,

vs.

Adv. No. 88-0011

JOHN L. AKER

APPLICATION FOR APPROVAL OF COMPROMISE

COMES NOW Birdview Satellite Communications, Inc., Plaintiff, by and through F. Stannard Lentz, Trustee/Attorney for Trustee and Defendant John L. Aker, by and through his attorney, Paul Fullerton, and agree as follows:

1. That John L. Aker is the Defendant in the above-referenced adversary proceeding.

2. That on January 15, 1988, Debtor, acting through its attorney Mark G. Stingley, filed this adversary proceeding against Defendant, alleging that Defendant had breached a contract between Debtor and Defendant for the development of a threshhold extension device and praying for judgment against the Defendant in the amount of $50,000.00 representing payments made to Defendant under an agreement dated May 9, 1986 and a previous agreement dated January 18, 1985.

3. That Defendant answered alleging that Defendant and Debtor, acting through its president Charles A. Ross, orally agreed to the termination of the May 9, 1986 agreement and the retention by Defendant of the sum of $50,000.00 paid to him pursuant to the May 9 and January 18 agreements.

4. Counsel for Debtor and Defendant have investigated the surrounding facts of this adversary proceeding, including the taking of the oral depositions of Defendant and Charles A.

APR 27 1989

9504368241 1

Ross. Said counsel have also researched the pertinent law regarding the circumstances of this case.

5. Defendant and Debtor have agreed that Defendant will pay the sum of $5,000.00 to Debtor in full satisfaction of all claims by and between Debtor and Defendant.

6. Trustee/Attorney for Trustee has extensively investigated the facts and legal issues surrounding this claim and feels that the settlement is a fair resolution of this matter. Trustee believes that any further litigation of this matter would only result in greater legal fees which would decrease the distribution to the unsecured creditors without enhancing the possibility of any significant recovery from Defendant.

7. That Trustee/Attorney for Trustee believes that this compromise is in the best interest of the estate, creditors and parties in interest.

WHEREFORE, the Trustee respectfully requests this Court's Order approving this compromise agreement for the payment of $5,000.00 from Defendant to Debtor in full settlement and full satisfaction of all claims by and between Debtor and Defendant.

Dated this 21 day of April, 1989.

F. Stannard Lentz 06596
Lentz & Clark
P.O. Box 12167
Overland Park, KS 66212
(913) 648-0600
Attorney for Trustee

MEC-1 - Aker

9504368241 2

OGC 3138

LATHROP KOONTZ & NORQUIST

2600 MUTUAL BENEFIT LIFE BUILDING
2345 GRAND AVENUE
KANSAS CITY, MISSOURI 64108
(816) 842-0820

TELECOPIER (816) 421-0500

KANSAS OFFICE
40 CORPORATE WOODS, SUITE 1050
9401 INDIAN CREEK PARKWAY
OVERLAND PARK, KANSAS 66210
(913) 451-0820

HOWARD A. CRAWFORD*
THOMAS J. WHEATLEY
JACK W. R. HEADLEY
ROBERT J. VIRDEN
WILLIAM M. STAPLETON
JAMES P. TIERNEY
W. H. BATES
CARL A. HUMMEL
WILLIAM H. LEEDY
DANIEL M. DIBBLE
CHARLES FRISBIE
MAURICE J. O'SULLIVAN, JR.
JOHN H. CALVERT
WILLIAM K. WAUGH III*
HARLAN D. BURKHEAD*
IRWIN E. BLOND
C. DAVID BARRIER*
R. B. MILLER III
JOHN L. VRATIL*
JACK D. ROWE
JAMES C. FITTER, JR.
STUART W. CONRAD
STEPHEN G. MITCHELL*
STEPHEN W. JACOBSON
RONALD E. MANKA*
JEROME D. RIFFEL
H. STEVEN GRAHAM
KAREN M. IVERSON
JOHN W. SHAW
JOHN J. CONNOR
MICHAEL W. RHODES
KATHRYN H. VRATIL*
WILLIAM RAY PRICE, JR.
THOMAS S. STEWART
THOMAS PETER SCHULT
ALFRED R. HUPP, JR.
GORDON E. WELLS, JR.*
TIMOTHY R. McNAMARA
HARRY E. WIGNER, JR.*
JONATHAN R. HADEN
THOMAS J. McMAHON
TERRY J. SATTERLEE
JOHN T. MAUGHMER
THOMAS A. RYAN
SUE PHILLIPS
BRIAN B. MYERS
BRIAN N. WOOLLEY
PAUL S. DEFORD
ROBERT M. ADAMS
CURTIS A. KRIZEK
W. JOSEPH HATLEY*
J. SHAWN CHALMERS
MARIBETH S. McMAHON
DAVID V. CLARK
DOUGLAS R. DALGLEISH
SUE M. HONEGGER
PETER F. DANIEL
WILLIAM G. HOWARD*
CYNTHIA WEBER SCHERB
TODD F. CARLSON

* PAUL G. KOONTZ
ELLIOT NORQUIST
RETIRED

GARDINER LATHROP
1850-1938

*ADMITTED IN MISSOURI AND KANSAS
*ADMITTED IN KANSAS
ALL OTHERS ADMITTED IN MISSOURI

June 19, 1989

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
89 JUN 20 PM 2:33

Ms. Susan Beard
Office of the General Counsel
Federal Elections Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR 2582 David K. Hamilton

Dear Ms. Beard:

Per our telephone conversation I am enclosing herewith a Statement of Designation of Mr. Hamilton designating the undersigned as counsel to represent him in connection with the above matter. I hope to call you within the near future concerning the Commission's letter to Mr. Hamilton dated May 26.

Thank you.

Very truly yours,

John H. Calvert

JHC/pah

Enclosure

cc: Mr. David K. Hamilton

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
89 JUN 20 PM 1:18

RECEIVED
FEDERAL ELECTION COMMISSION
ADMINISTRATIVE DIVISION
89 JUN 21 AM 11:28

95043082413

STATEMENT OF DESIGNATION OF COUNSEL

MUR 2582 David K. Hamilton

NAME OF COUNSEL: John H. Calvert

ADDRESS: Lathrop Koontz & Norquist
2600 Mutual Benefit Life Building
2345 Grand Avenue
Kansas City, Missouri 64108

TELEPHONE: (816) 842-0820

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

6/19/89
Date

David K. Hamilton
Signature

RESPONDENT'S NAME: David K. Hamilton

ADDRESS: 8597 Dice Lane
Lenexa, Kansas 66215

HOME PHONE:

BUSINESS PHONE: (913) 492-6851

9504368241 4

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 26, 1989

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Sharon Phillips
706 Persimmon View
Olathe, KS 66061

RE: MUR 2582
Sharon Phillips

Dear Mrs. Phillips:

On May 26, 1989, you were notified that, at your request, the Federal Election Commission determined to enter into negotiations directed toward reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe. On that same date you were sent a conciliation agreement offered by the Commission in settlement of this matter.

Please note that conciliation negotiations entered into prior to a finding of probable cause to believe are limited to a maximum of 30 days. To date, you have not responded to the proposed agreement. The 30 day period for negotiations will soon expire. Unless we receive a response from you within five days, this Office will consider these negotiations terminated and will proceed to the next stage of the enforcement process.

Should you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

9504308241 5

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 26, 1989

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Steven Phillips
706 Persimmon View
Olathe, KS 66061

RE: MUR 2582
Steven Phillips

Dear Mr. Phillips:

On May 26, 1989, you were notified that the Federal Election Commission determined to resume negotiations directed toward reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe. On that same date you were sent a conciliation agreement offered by the Commission in settlement of this matter.

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Should you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

9504368241 6

STATEMENT OF DESIGNATION OF COUNSEL

MUR 2582 Martha J. Hamilton

NAME OF COUNSEL: John H. Calvert

ADDRESS: Lathrop Koontz & Norquist
2600 Mutual Benefit Life Building
2345 Grand Avenue
Kansas City, Missouri 64108

TELEPHONE: (816) 842-0820

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

1/20/09
Date

Signature

RESPONDENT'S NAME: Martha J. Hamilton

ADDRESS: 8597 Dice Lane
Lenexa, Kansas 66215

HOME PHONE:

BUSINESS PHONE: (913) 492-6851

95043682417

OGC - 3359

PB PURITAN BENNETT

SUBJECT

WORK

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE SERVICES BRANCH
89 JUL 10 AM 11:11

DATE 19
COMPUTED BY
CHECKED BY
PAGE NO. OF

SKETCH / CALCULATION NO.

6-28-89

Dear Susan,

Please consider the following penalty payment schedule from Sharon and me.

DOWN-PAYMENT	$250.00
1 MO. AFTER DOWN-PAY.	$200.00
2 MO. " "	$200.00
3 MO. " "	$200.00
4 MO. " "	$200.00
COMBINED TOTAL	$1050.00

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
89 JUL 10 PM 3:01

Thank You,

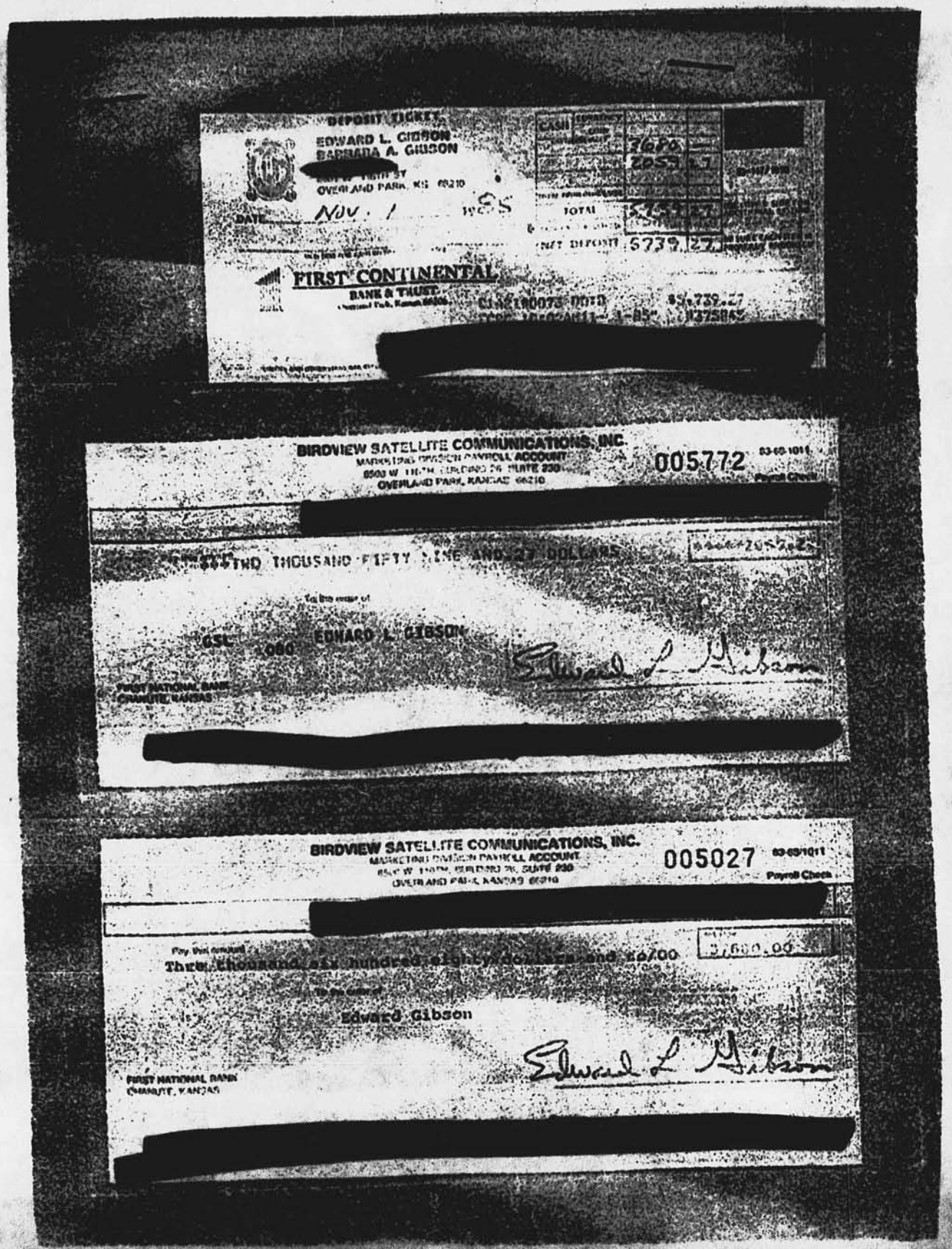
Steven L. Phillips 6-30-89

Sharon C. Phillips 6-30-89

9504308224118

FORM NO. 1052

9504368241 9

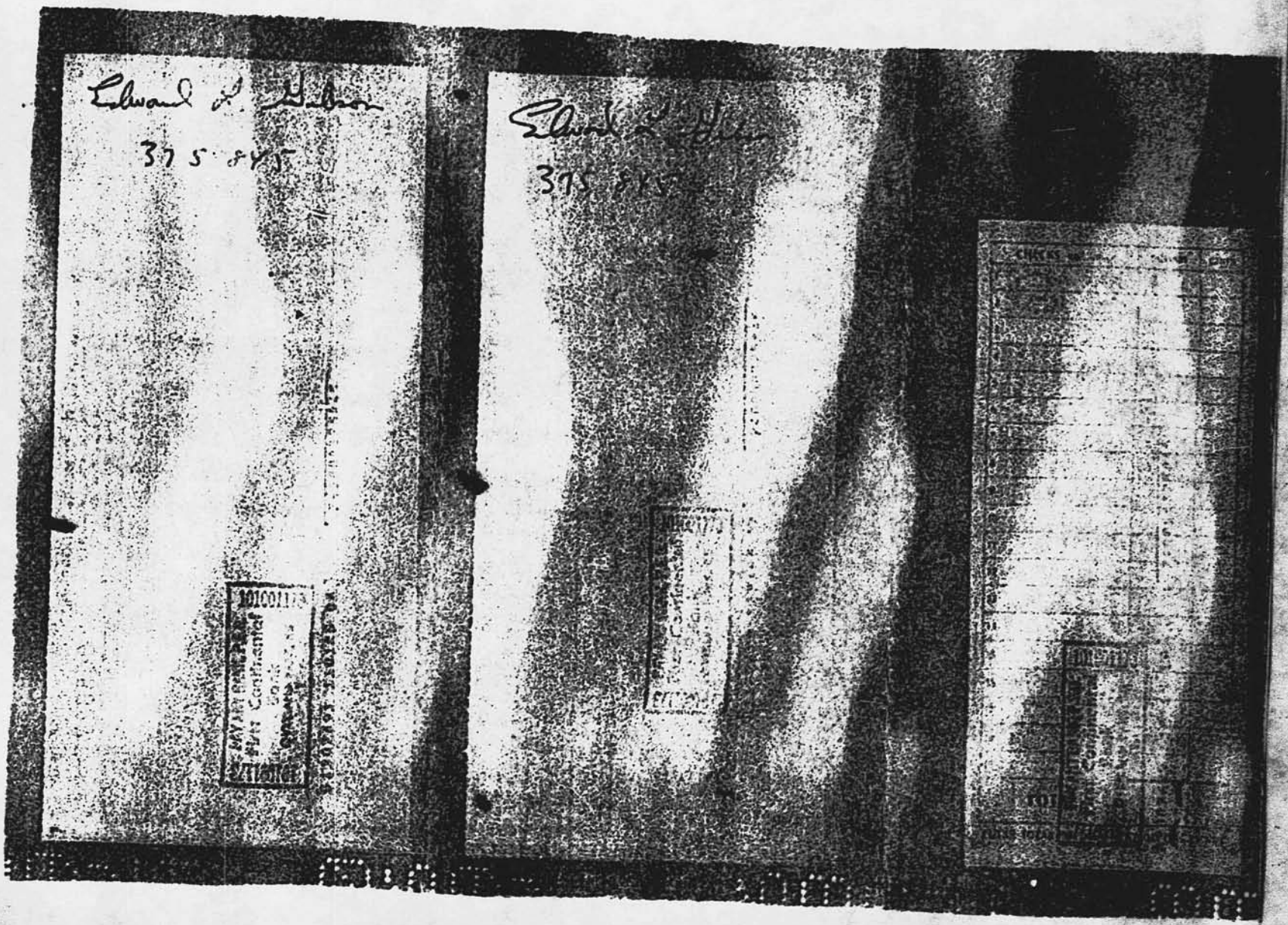


DEPOSIT TICKET
EDWARD L. GIBSON
BARBARA A. GIBSON
[redacted]
OVERLAND PARK, KS 66210
DATE NOV. 1 19 95
CASH 3600
TOTAL 5739 27
NET DEPOSIT $739.27
FIRST CONTINENTAL
BANK & TRUST
[redacted]

BIRDVIEW SATELLITE COMMUNICATIONS, INC.
MARKETING DIVISION PAYROLL ACCOUNT
8500 W. 110TH STREET, SUITE 230
OVERLAND PARK, KANSAS 66210
005772 63-69/1011
Payroll Check
[redacted]
[redacted] THOUSAND FIFTY NINE AND 27 DOLLARS
To the order of
GSL 1080 EDWARD L. GIBSON
Edward L Gibson
FIRST NATIONAL BANK
CHANUTE, KANSAS
[redacted]

BIRDVIEW SATELLITE COMMUNICATIONS, INC.
MARKETING DIVISION PAYROLL ACCOUNT
8500 W. 110TH STREET, SUITE 230
OVERLAND PARK, KANSAS 66210
005027 63-69/1011
Payroll Check
[redacted]
Pay this amount
Three thousand six hundred and no/100 ********** $3,600.00
To the order of
Edward Gibson
Edward L Gibson
FIRST NATIONAL BANK
CHANUTE, KANSAS
[redacted]

9504368242 0



95043682421

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE SERVICES BRANCH
89 JUL 17 AM 10:42

MUR 2582

FIRST CONTINENTAL
BANK & TRUST

Date: May 26, 1989
ref: Look-up work requested by the
Federal Election Commission

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
89 JUL 17 PM 3:53

E. L. Gibson
147 Hunters Cove
Roswell, GA 30076

Dear Mr. Gibson:

Enclosed you will find a copy of the deposit and deposited items for the $5,739.27 deposit, as well as a copy of the $3,000.00 check(#629). We were unable to get a photo copy of the $3,300.00 deposit, or the deposited items. Enclosed you will also find a copy of the Oct. 12 to Nov. 14, 1985 bank statement.

If you have any questions, or are in need of any future assistance, please call me at 913-381-1000, ext. 322.

Sincerely,

Kay Kealing

Kay Kealing
Accounting Department

9504368242

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 2, 1989

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Michael S. Green, Esq.
P.O. Box 768180
Roswell, GA 30076-8180

RE: MUR 2582
Edward Lane Gibson

Dear Mr. Green:

On May 26, 1989, you were notified that, at your request, the Federal Election Commission determined to enter into negotiations directed toward reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe. On that same date you were sent a conciliation agreement offered by the Commission in settlement of this matter.

Please note that conciliation negotiations entered into prior to a finding of probable cause to believe are limited to a maximum of 30 days. While you have discussed the proposed agreement with a representative of this Office, you have not responded to the proposed agreement. The 30 day period for negotiations has expired. Unless we receive a response from you within five days, this Office will consider these negotiations terminated and will proceed to the next stage of the enforcement process.

Should you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

9504368243

RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT

89 AUG 18 PM 4:49

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582 **SENSITIVE**
Wanda Bowman)
Sharon Phillips)
Steven Phillips)

GENERAL COUNSEL'S REPORT

I. **BACKGROUND**

Attached are two conciliation agreements which have been signed by Steven and Sharon Phillips and Wanda Bowman.

The attached agreement for Ms. Bowman contains no changes from the agreement approved by the Commission on July 24, 1989. The attached agreement for Steven and Sharon Phillips contains no changes from the agreement approved by the Commission on July 20, 1989. Checks for Ms. Bowman's civil penalty and the first payment of the Phillips' civil penalty have been received.

II. **RECOMMENDATIONS**

1. Accept the attached conciliation agreements with Wanda Bowman, Sharon Phillips and Steven Phillips.
2. Close the file as to Wanda Bowman, Sharon Phillips, and Steven Phillips.
3. Approve the attached letters.

8/17/89
Date

BY: Lawrence M. Noble
General Counsel

Attachments
1. Conciliation Agreements (2)
2. Photocopy of civil penalty checks (2)
3. Letters to Respondents (2)

Staff Assigned: Daniel J. Blessington
Susan Beard

9504368224

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Wanda Bowman	)	MUR 2582
Sharon Phillips	)	
Steven Phillips	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on August 23, 1989, the Commission decided by a vote of 4-0 to take the following actions in MUR 2582:

1. Accept the conciliation agreements with Wanda Bowman, Sharon Phillips and Steven Phillips, as recommended in the General Counsel's Report dated August 17, 1989.

2. Close the file as to Wanda Bowman, Sharon Phillips, and Steven Phillips, as recommended in the General Counsel's Report dated August 17, 1989.

3. Approve the letters, as recommended in the General Counsel's Report dated August 17, 1989.

Commissioners Aikens, Elliott, Josefiak, and McGarry voted affirmatively for the decision; Commissioners McDonald and Thomas did not cast votes.

Attest:

8-23-89
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Friday, August 18, 1989 at 4:49 p.m.
Circulated to the Commission: Monday, August 21, 1989 at 11:00 a.m.
Deadline for vote: Wednesday, August 23, 1989 at 11:00 a.m.

9504368245

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 30, 1989

Larry G. Chipman, Esq.
Chipman & Wood
4317 South River Blvd.
Independence, MO 64055

RE: MUR 2582
Wanda Bowman

Dear Mr. Chipman:

On August 23, 1989, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on behalf of your client, Wanda Bowman, in settlement of a violation of 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to your client. This matter will become a part of the public record within 30 days after it has been closed with respect to all other respondents involved. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed.

9504368242 6

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504368227

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Wanda Bowman)

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Wanda Bowman ("Respondent") violated 2 U.S.C. § 441f.

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Respondent, Wanda Bowman, was the assistant to the President of Birdview Satellite Communications, Inc. in October of 1985. At the time, the President of Birdview Satellite Communications, Inc. was Charles A. Ross.

2. On October 9, 1985, Respondent attended a fundraising dinner for the Dole for Senate Committee. Respondent

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attended the dinner with Gunilla Ross, the wife of Charles A. Ross, because Charles A. Ross was unable to attend the dinner.

3. At the dinner, Respondent gave David C. Owen, a fundraiser for Senator Dole, a check drawn on Respondent's personal checking account for $250 made payable to Dole for Senate.

4. On October 10, 1985, the day following the fundraising dinner, Respondent received a $500 bonus from Birdview Satellite Communications, Inc. This was the only bonus Respondent received while she was employed at Birdview Satellite Communications, Inc., and it reimbursed Respondent for the $250 political contribution she had made in her name to the Dole for Senate Committee.

5. Pursuant to 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution.

V. Respondent knowingly permitted her name to be used to effect a contribution in the name of another in violation of 2 U.S.C. § 441f. Respondent contends that the violation was not knowing and willful.

VI. Respondent will pay a civil penalty to the Federal Election Commission in the amount of one hundred dollars ($100.00), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any

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requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirement contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

8/28/89
Date

FOR THE RESPONDENT:

Wanda L. Bowman
(Name)
(Position)

August 1, 1989
Date

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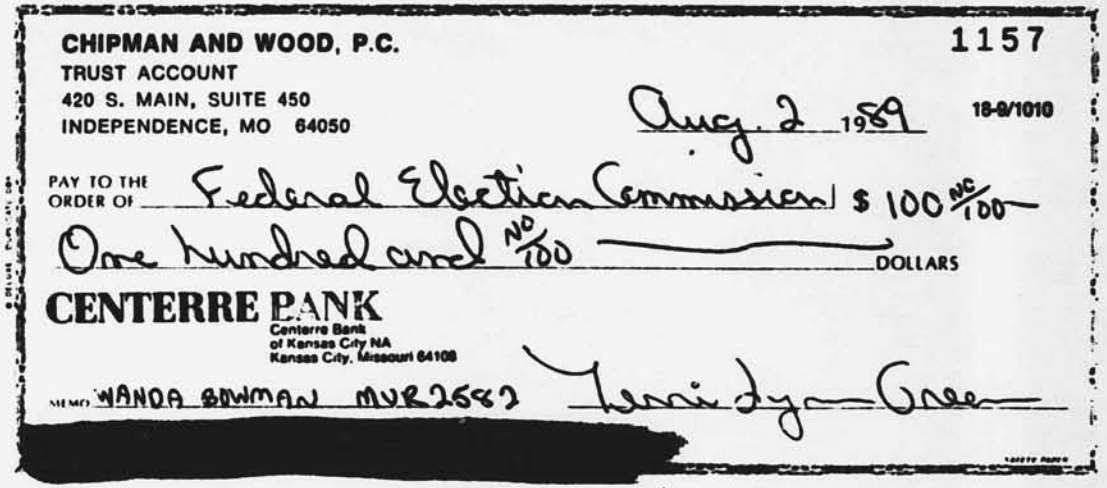

CHIPMAN AND WOOD, P.C.
TRUST ACCOUNT
420 S. MAIN, SUITE 450
INDEPENDENCE, MO 64050

1157

Aug. 2 1989

18-9/1010

PAY TO THE ORDER OF Federal Election Commission $ 100 NO/100

One Hundred and NO/100 DOLLARS

CENTERRE BANK
Centerre Bank of Kansas City NA
Kansas City, Missouri 64108

MEMO WANDA BOWMAN MUR2582

[redacted]

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 30, 1989

Steven and Sharon Phillips
1310 Prince Edward Island
Olathe, KS 66061

RE: MUR 2582
Steven Phillips
Sharon Phillips

Dear Mr. and Mrs. Phillips:

On August 23, 1989, the Federal Election Commission accepted the signed conciliation agreement that you submitted in settlement of a violation of 2 U.S.C. § 441b by Mr. Phillips, and violations of 2 U.S.C. § 441f by both of you. These sections are provisions of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to you. This matter will become a part of the public record within 30 days after it has been closed with respect to all other respondents involved. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed.

9504368243 2

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Susan Beard, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

95043682473

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

89 AUG -4 AM 9:50

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Steven Phillips) MUR 2582
Sharon Phillips)

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

89 AUG -8 PM 4:06

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Steven Phillips violated 2 U.S.C. §§ 441b and 441f, and Sharon Phillips violated 2 U.S.C. § 441f.

NOW, THEREFORE, the Commission and Steven and Sharon Phillips ("Respondents"), having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Steven Phillips, was the Vice President of Engineering for Birdview Satellite Communications, Inc. in December of 1983. Steven Phillips and Sharon Phillips are

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currently married and were married at all times relevant to the matters covered in this agreement.

2. In December of 1983, Steven Phillips was approached by a fellow officer of Birdview Satellite Communications, Inc. who indicated that Steven and Sharon Phillips should each make a contribution of $1,000 to the Dole for Senate Committee, a political committee within the meaning of 2 U.S.C. § 431(4).

3. In December of 1983, Respondents attended a dinner party hosted by Charles Ross, then President and Chairman of the Board of Birdview Satellite Communications, Inc. Other Birdview employees and spouses attended this function, as did David Owen, a Birdview consultant who was at the time President and a Director of the 1980 Dole for Senate Committee, Inc. Steven Phillips personally handed Senator Dole a check for $1,000. Sharon Phillips also made a $1,000 contribution to the Dole for Senate Committee in December of 1983. Sharon Phillips wrote the contribution check at the request of her husband, Steven Phillips.

4. Subsequent to the corporate contributions that Respondents made in their names to the Dole for Senate Committee, Respondents were reimbursed by Birdview Satellite Communications, Inc.

5. Steven Phillips understood that Birdview was using its officers, employees and spouses to channel corporate money to the Dole for Senate Committee. These individuals made contributions in their names that were reimbursed by the corporation.

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6. Pursuant to 2 U.S.C. § 441b, it is unlawful for any officer of any corporation to consent to any contribution or expenditure by the corporation in connection with any election for any federal office.

7. Pursuant to 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution.

V. 1. Respondent Steven Phillips consented to the making of a political contribution by Birdview Satellite Communications, Inc. in violation of 2 U.S.C. § 441b.

2. Respondents knowingly permitted their names to be used to effect a contribution in the name of another in violation of 2 U.S.C. § 441f.

VI. Respondents will pay a civil penalty to the Federal Election Commission in the amount of One Thousand and Fifty Dollars ($1,050.00), pursuant to 2 U.S.C. § 437g(a)(5)(A), such penalty to be paid as follows:

1. One initial payment of $250 due on August 1, 1989;

2. Thereafter, beginning on September 1, 1989, four (4) consecutive monthly installment payments of $200 each;

3. Each such installment shall be paid on the first day of the month in which it becomes due;

4. In the event that any installment payment is not received by the Commission by the fifth day of the month in which it becomes due, the Commission may, at its discretion, accelerate the remaining payments and cause the entire amount to become due upon ten days written notice to the Respondents. Failure by the

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Commission to accelerate the payments with regard to any overdue installment shall not be construed as a waiver of its right to do so with regard to future overdue installments.

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto executed same and the Commission has approved the entire agreement.

IX. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or

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oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

Date 8/28/89

FOR THE RESPONDENTS:

(Name)
(Position)

Date 8-1-89

Sharon E. Phillips 8-1-89

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SENSITIVE

RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT
89 SEP 12 AM 10: 18

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
David C. Owen)

GENERAL COUNSEL'S REPORT

I. BACKGROUND

Attached is a conciliation agreement which has been signed by David C. Owen. The attached agreement contains no changes from the agreement approved by the Commission on August 17, 1989. A check for the first installment of the civil penalty has been received.

II. RECOMMENDATIONS

1. Accept the attached conciliation agreement with David C. Owen.

2. Close the file as to David C. Owen.

3. Approve the attached letter.

9/11/89
Date

Lawrence M. Noble
General Counsel

Attachments
1. Conciliation Agreement
2. Photocopy of civil penalty check
3. Letter to Respondent

Staff Assigned: Daniel Blessington
Susan Beard

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
David C. Owen)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on September 14, 1989, the Commission decided by a vote of 4-0 to take the following actions in MUR 2582:

1. Accept the conciliation agreement with David C. Owen, as recommended in the General Counsel's Report dated September 11, 1989.

2. Close the file as to David C. Owen.

3. Approve the letter, as recommended in the General Counsel's Report dated September 11, 1989.

Commissioners Aikens, Elliott, McDonald, and McGarry voted affirmatively for the decision; Commissioners Josefiak and Thomas did not cast votes.

Attest:

9-15-89
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Tuesday, September 12, 1989 10:18 a.m.
Circulated to the Commission: Tuesday, September 12, 1989 4:00 p.m.
Deadline for vote: Thursday, September 14, 1989 4:00 p.m.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 20, 1989

Douglas P. Behm, Esq.
Morrison, Hecker, Curtis, Kuder & Parrish
1700 Bryant Building
1102 Grand Avenue
Kansas City, MO 64106-2370

RE: MUR 2582
David C. Owen

Dear Mr. Behm:

On September 14, 1989, the Federal Election Commission accepted the signed conciliation agreement submitted on your client's behalf in settlement of a knowing and willful violation of 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to your client. This matter will become a part of the public record within 30 days after it has been closed with respect to all other respondents involved. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed.

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Daniel Blessington or Susan Beard, the attorneys assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504368241

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
David C. Owen)

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that David C. Owen ("Respondent") knowingly and willfully violated 2 U.S.C. § 441f.

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Respondent is a successful businessman and political fundraiser with a long history of involvement in campaigns for federal office. Among the positions he has held with campaigns for federal office are: State Campaign Chairman of Bob Dole for U.S. Senate in 1974; Chairman of Plain States Region of the President Ford Committee in 1975 and 1976; State Co-Chairman of

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the Kassebaum for U.S. Senate Campaign in 1978; and State Chairman of the 1980 Dole for Senate Committee. Respondent was President of the 1980 Dole for Senate Committee from 1980 through 1983. He was also at times the sole signatory on the checking account of the 1980 Dole for Senate Committee and Campaign America, a multi-candidate political committee associated with Senator Dole. Fundraising was among Respondent's duties with all of the senatorial campaigns.

2. In 1983 and 1984, Respondent was a consultant to Birdview Satellite Communications, Inc. Respondent received a monthly retainer for his services.

3. On October 31, 1983, Respondent sent a letter to Charles A. Ross, the President and Chairman of the Board of Birdview Satellite Communications, Inc. which memorialized an agreement reached between them earlier that day. That letter reads, in part:

> In our meeting this morning, we covered the following items:
>
> (1) Dave [David C. Owen] will join the Republican Senatorial Trust, if possible, with Birdview [Satellite Communications, Inc.] paying the membership fee of $10,000 annually and any expenses incurred by Dave in attending the meetings.

4. The Republican Senatorial Trust is a project of the National Republican Senatorial Committee. The National Republican Senatorial Committee is a political committee within the meaning of 2 U.S.C. § 431(4).

5. On November 15, 1983, Respondent wrote Charles Ross another letter that discussed the Republican Senatorial Trust.

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The letter reads:

> I just received notification from the Republican Senatorial trust that I can renew my membership. This is good news because the Trust is limited to 200 members nationwide, and there is a long waiting list.
>
> Please forward a check in the amount of $10,000 payable to David C. Owen, and I will send my personal check to the Trust.
>
> As I mentioned to you, there will probably be monthly meetings in Washington where we will be able to talk one-on-one with the Republican members of the Senate. I will keep you posted so you can go as my guest as your schedule permits.

6. On September 12, 1984, a $10,000 check was prepared on Birdview Satellite Communications, Inc.'s corporate account that was made payable to "The Senatorial Trust and David Owen."

7. Respondent, who cooperated with the Commission in this investigation, testified that he endorsed the check in his own name and that of the Senatorial Trust, and deposited the check into the "David C. Owen - Special Account" at Stanley Bank in Stanley, Kansas.

8. On September 13, 1984, Respondent wrote a letter to Gracia Barker-Cross, an employee of the National Republican Senatorial Committee. The letter reads, in part:

> Thanks for your help! I am enclosing checks totaling $10,000.00 for my trust membership. Please fill in the name of the winner in the Massachusettes [sic] primary on the blank check.

Enclosed with the letter were nine checks dated September 13, 1984, drawn on the "David C. Owen - Special Account" that were signed by the Respondent. These checks included one check for $2,000 made payable to Pressler for Senate. The remaining eight

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checks were each for $1,000, and were made payable to: Percy for Senate, Jepsen for Senate, Gramm for Senate, Raese for Senate, Simpson for Senate, Helms for Senate, Cochran for Senate, and a blank check for the winner of the Massachusetts primary, Ray Shamie.

9. Respondent testified under oath that he was reimbursed by a corporation for the $10,000 in political contributions he made. Moreover, he further testified that at the time these events occurred he knew it was a violation of Federal law for a corporation to make a contribution to a political committee under the Act.

10. Pursuant to 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution.

V. Respondent knowingly and willfully permitted his name to be used to effect a corporate contribution in the name of another in violation of 2 U.S.C. § 441f.

VI. Respondent will pay a civil penalty to the Federal Election Commission in the amount of Thirteen Thousand dollars ($13,000), pursuant to 2 U.S.C. § 437g(a)(5)(A), such penalty to be paid as follows:

1. One initial payment of $5,200 due by August 31, 1989;

2. Thereafter, beginning on October 1, 1989, six (6) consecutive monthly installment payments of $1,300 each;

3. Each such installment shall be paid on the first day of the month in which it becomes due;

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4. In the event that any installment payment is not received by the Commission by the fifth day of the month in which it becomes due, the Commission may, at its discretion, accelerate the remaining payments and cause the entire amount to become due upon ten days written notice to the respondent. Failure by the Commission to accelerate the payments with regard to any overdue installment shall not be construed as a waiver of its right to do so with regard to future overdue installments.

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirement contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is

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not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

BY: _____ 9/19/89
Lawrence M. Noble
General Counsel
Date

FOR THE RESPONDENT:

_____ 8-29-89
(Name)
(Position)
Date

9504368247

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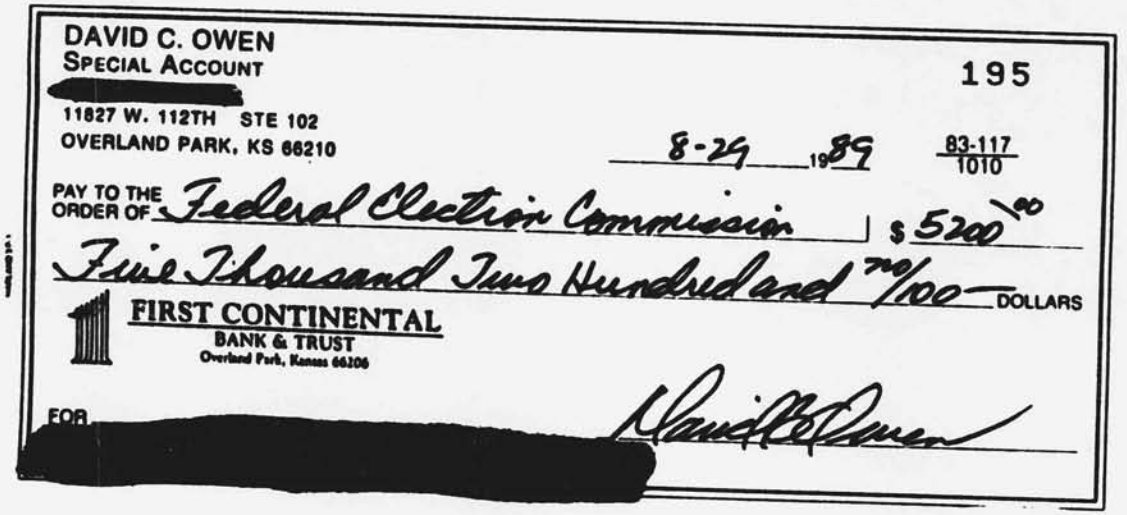


DAVID C. OWEN
SPECIAL ACCOUNT
[redacted]
11827 W. 112TH STE 102
OVERLAND PARK, KS 66210

195

8-24 1989

83-117
1010

PAY TO THE ORDER OF Federal Election Commission $ 5200 00

Five Thousand Two Hundred and 00/100 DOLLARS

FIRST CONTINENTAL
BANK & TRUST
Overland Park, Kansas 66206

FOR [redacted]

David C. Owen

OGC 4129

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

Owen & Associates, Inc.

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
89 SEP 29 PM 1:18

September 25, 1989

Mr. Daniel J. Blessington, Esq.
Federal Election Commission
999 E. Street, N.W.
Washington, D.C. 20463

RE: David C. Owen
MUR 2582

Dear Mr. Blessington:

Please find enclosed my check in the amount of $2,600.00, representing the October and November installment of my settlement in the above referenced matter.

Sincerely,

David C. Owen

DCO/sc

Enclosure
As Stated

cc: Doug Behm

9504308249

11827 W. 112th Street, Suite 102 • Overland Park, Kansas 66210 • (913) 469-5614

9504368 2450

DAVID C. OWEN
SPECIAL ACCOUNT
[redacted]
11827 W. 112TH SUITE 102
OVERLAND PARK, KS 66210

5321

Sept. 25 19 89

83-117
1010

Pay To The Order Of Federal Election Commission $ *2,600.00

Two Thousand Six Hundred and no/100 ---------- Dollars

FIRST CONTINENTAL
BANK & TRUST
Overland Park, Kansas 66206

For MUR 2582 Oct & Nov

David C. Owen

[redacted]

CEC 4/29

MEMORANDUM

RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT

89 OCT -2 PM 4:03

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Edward Lane Gibson)

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

Attached is a conciliation agreement which has been signed by Edward Lane Gibson.

II. RECOMMENDATIONS

1. Accept the attached conciliation agreement with Edward Lane Gibson.

2. Close the file as to Edward Lane Gibson.

95043682451

3. Approve the attached letter.

10/2/89
Date

Lawrence M. Noble
General Counsel

Attachments
1. Conciliation Agreement
2. Photocopy of civil penalty check
3. Letter to Respondent

Staff Assigned: Daniel J. Blessington
Susan F. Beard

9504368245 2

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Edward Lane Gibson)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on October 5, 1989, the Commission decided by a vote of 5-0 to take the following actions in MUR 2582:

1. Accept the conciliation agreement with Edward Lane Gibson, as recommended in the General Counsel's Report dated October 2, 1989.
2. Close the file as to Edward Lane Gibson.
3. Approve the letter, as recommended in the General Counsel's Report dated October 2, 1989.

Commissioners Aikens, Elliott, Josefiak, McGarry, and Thomas voted affirmatively for the decision; Commissioner McDonald did not cast a vote.

Attest:

Oct. 5, 1989
Date

Marjorie W Emmons
Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Monday, October 2, 1989 4:03 a.m.
Circulated to the Commission: Tuesday, October 3, 1989 11:00 a.m.
Deadline for vote: Thursday, October 5, 1989 11:00 a.m.

9504308245 3

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 6, 1989

Michael S. Green, Esq.
P.O. Box 768180
Roswell, GA 30076

RE: MUR 2582
Edward Lane Gibson

Dear Mr. Green:

On October 5, 1989, the Federal Election Commission accepted the signed conciliation agreement and civil penalty installment submitted on behalf of your client, Edward Lane Gibson, in settlement of a violation of 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to your client. This matter will become a part of the public record within 30 days after it has been closed with respect to all other respondents involved. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed.

9504368245 4

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Daniel J. Blessington, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

95043682455

OGC 4061

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

89 SEP 18 AM 9:34

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Edward Lane Gibson)

CONCILIATION AGREEMENT

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

89 SEP 18 PM 1:32

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Edward Lane Gibson ("Respondent") violated 2 U.S.C. § 441f.

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Respondent, Edward Lane Gibson, was the Vice President of Marketing for Birdview Satellite Communications, Inc. in October of 1985.

2. In October of 1985, Respondent attended a dinner in Washington, D.C., hosted by the Satellite Television Industry

9504368245 56

Association/The Society for Private and Commercial Earth Stations Political Action Committee ("SPACE"). Tim Wirth was a speaker at the dinner.

3. At the dinner, Respondent was instructed by Charles A. Ross, the President and Chairman of the Board of Birdview Satellite Communications, Inc., to write a $3,000 check made payable to SPACE. The check was earmarked for the Committee for Tim Wirth, Inc. Respondent was also informed by Charles A. Ross that he would be reimbursed for the contribution. Respondent testified, under oath, that he was reimbursed for the contribution by Birdview Satellite Communications, Inc. immediately upon his return to Kansas, where he then lived and worked.

4. SPACE was a political committee within the meaning of 2 U.S.C. § 431(4), at the time the contribution in question was made. The Committee for Tim Wirth, Inc. was the authorized campaign committee for Tim Wirth's election in 1986. SPACE reported the $3,000 contribution as two $1,500 contributions: one of which was attributed to Edward Lane Gibson, and the other to Charles A. Ross. The Committee for Tim Wirth, Inc. also reported receiving $1,500 from both Edward Lane Gibson and Charles A. Ross.

5. Pursuant to 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution.

V. Respondent knowingly permitted his name to be used to effect a contribution in the name of another in violation of

9504368245 7

2 U.S.C. § 441f. Respondent contends that he did not knowingly and willfully violate the Act.

VI. Respondent will pay a civil penalty to the Federal Election Commission in the amount of one thousand dollars ($1,000.00), pursuant to 2 U.S.C. § 437g(a)(5)(A), such penalty to be paid as follows:

1. One initial payment of $200 due on signing this conciliation agreement;

2. Thereafter, beginning on October 1, 1989, 4 consecutive monthly installment payments of $200 each;

3. Each such installment shall be paid on the first day of the month in which it becomes due;

4. In the event that any installment payment is not received by the Commission by the fifth day of the month in which it becomes due, the Commission may, at its discretion, accelerate the remaining payments and cause the entire amount to become due upon ten days written notice to the respondent. Failure by the Commission to accelerate the payments with regard to any overdue installment shall not be construed as a waiver of its right to do so with regard to future overdue installments.

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

9504368245 8

VIII. This agreement shall become effective as of the date that all parties hereto executed same and the Commission has approved the entire agreement.

IX. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

10/6/89
Date

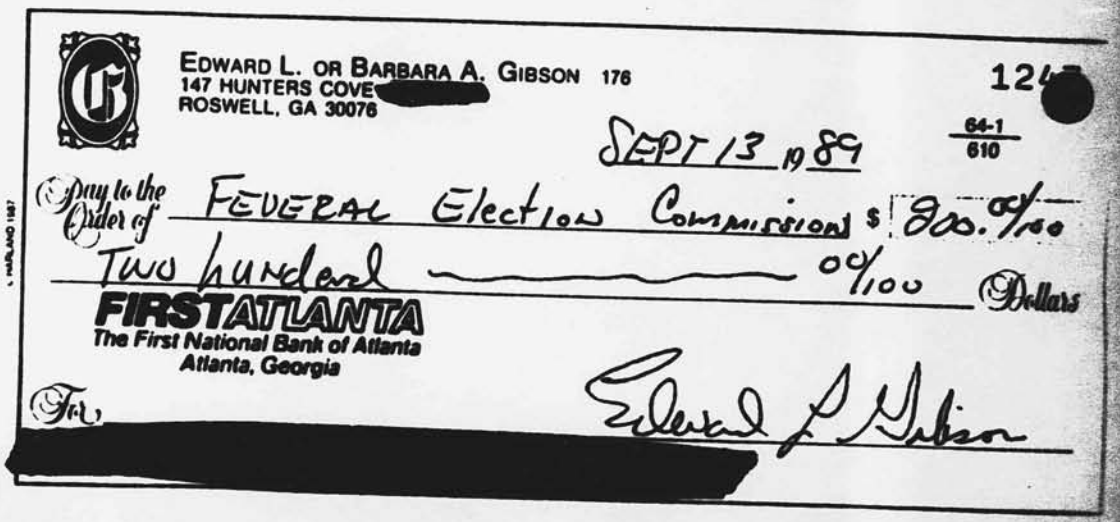
FOR THE RESPONDENT:

Edward L Gibson
(Name)
(Position)

9-14-89
Date

9504368245 59

9 5 0 4 3 6 8 2 4 6 0



EDWARD L. OR BARBARA A. GIBSON 176
147 HUNTERS COVE [redacted]
ROSWELL, GA 30076

124

SEPT 13 1989

64-1
610

Pay to the Order of FEDERAL Election Commission $ 200.00/100

Two hundred 00/100 Dollars

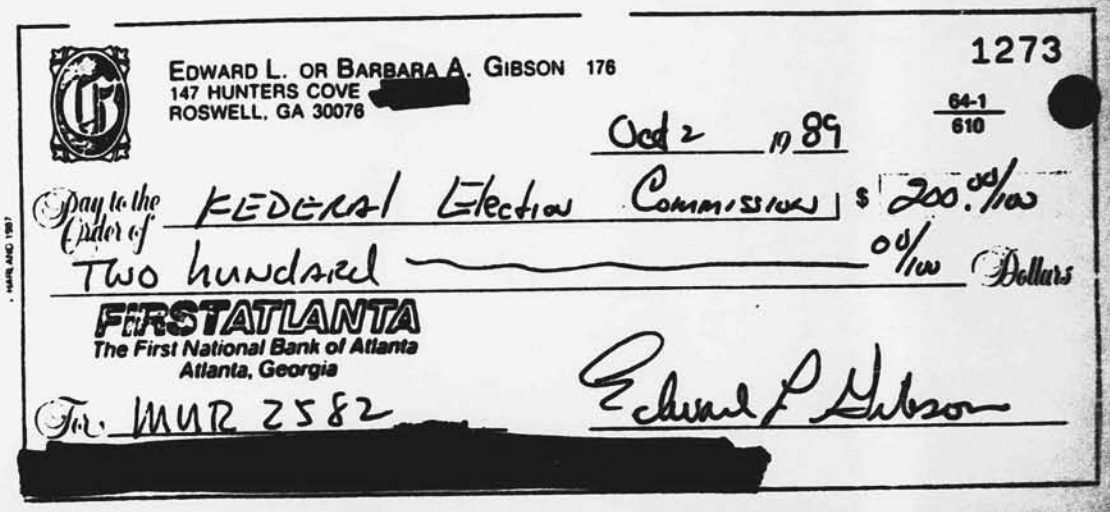
FIRSTATLANTA
The First National Bank of Atlanta
Atlanta, Georgia

For [redacted]

Edward L Gibson

9504368246 1

OGC 4213



EDWARD L. OR BARBARA A. GIBSON 176
147 HUNTERS COVE
ROSWELL, GA 30076

1273

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Oct 2 19 89

Pay to the Order of FEDERAL Election Commission $ 200.00/100

Two hundred 00/100 Dollars

FIRSTATLANTA
The First National Bank of Atlanta
Atlanta, Georgia

For MUR 2582

Edward L Gibson

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GCC 4843-407

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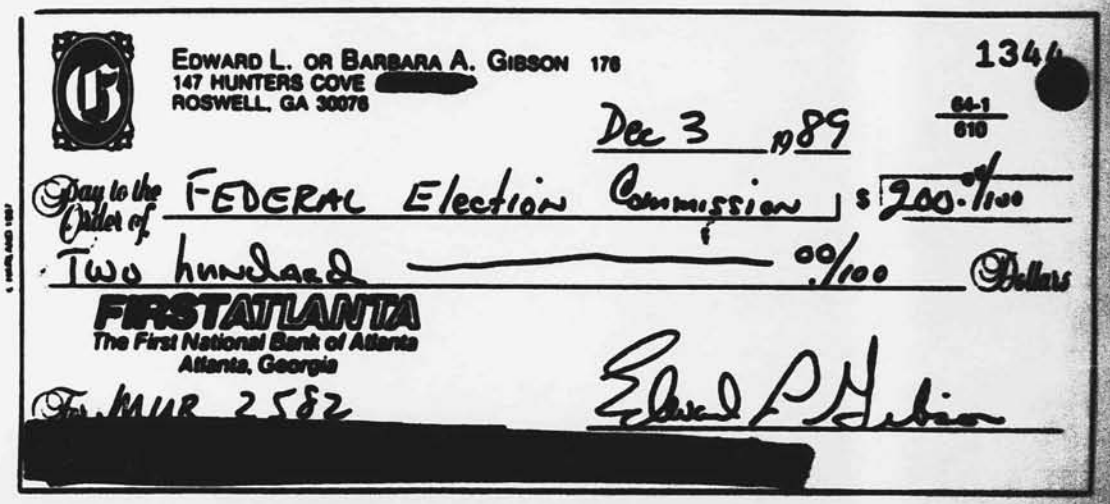

EDWARD L. OR BARBARA A. GIBSON 176
147 HUNTERS COVE [redacted]
ROSWELL, GA 30076

1344

Dec 3 1989

61-1/610

Pay to the Order of FEDERAL Election Commission $ 200.00

Two hundred 00/100 Dollars

FIRSTATLANTA
The First National Bank of Atlanta
Atlanta, Georgia

For MUR 2582

[redacted]

Edward L Gibson

9 5 0 4 3 6 8 2 4 6 3

OGC #5142

EDWARD L. OR BARBARA A. GIBSON 176
4410 INDIAN TRACE DR.
ALPHARETTA, GA 30201

1459

64-1
610

JAN. 5 19 80

Pay to the Order of FEDERAL Election Commission $ 200.00

Two hundred ——— 00/100 Dollars

FIRSTATLANTA
The First National Bank of Atlanta
Atlanta, Georgia

For MAR 2582

Edward L Gibson

[redacted]

L. HARLAND 1987

OCT [illegible]

06C43B0
MUR 2582

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

FILED
RUSSELL L. BRENNER, CLERK

OCT 18 1989

U.S. COURT OF BANKRUPTCY
E. Carter

IN RE:	)	
	)	
Birdview Satellite Communications, Inc.	)	Case No. 86-41150
	)	Chapter 11
Debtor.	)	

ORDER RESTRICTING TRUSTEE'S NOTICE OF INTENDED SALE OF COLLECTION FILES

THIS cause comes on for consideration upon the Application for Order Restricting the Trustee's Notice of Intended Sale of Collection Files. For cause shown,

IT IS HEREBY ORDERED that notice of the Trustee's Notice of Intended Sale of Collection Files be restricted to all attorneys of record, the United States Trustee, the United States Attorney's office, the Internal Revenue, the Debtor, and to creditors and equity security holders who have filed with the Court that all notices be mailed to them.

IT IS SO ORDERED this 13 day of October, 1989.

Honorable James A. Pusateri
Bankruptcy Judge

Submitted By:

F. Stannard Lentz 06596
Lentz & Clark
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600
Trustee/Attorney for Trustee

Copy mailed 10-18-89
to debtor(s), attorney of
record and U.S. Trustee — Trustee

R. Carter
Deputy Clerk

DB11-Pusateri order

9504308224564

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
89 OCT 26 PM 12:08

6/5

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

FILED

OCT - 2 1989

RUSSELL L. BRENNER, CLERK
COURT OF BANKRUPTCY

IN RE:	)	
	)	
Birdview Satellite Communications, Inc.	)	Case No. 86-41150
	)	Chapter 11
Debtor.	)	

NOTICE OF INTENDED SALE OF
COLLECTION FILES

COMES NOW the Trustee/Attorney for Trustee, F. Stannard Lentz of Lentz & Clark, and gives notice of his intended sale of collection files as follows:

1. That F. Stannard Lentz is the duly appointed and acting Trustee in the above-captioned Chapter 11 bankruptcy estate.

2. That a part of the bankruptcy estate is collection files on accounts receivable.

3. That said collection files have an alleged value of $500,000.00 and the Trustee has made a concerted and diligent effort to market the files to various collection agencies and companies without success.

4. That the Trustee has also made an effort to collect on the accounts without success as many of the accounts appear to be disputed.

5. That the Trustee believes the accounts may have limited value other than to a collection agency or company which is willing to take the risk of buying the accounts. Many of the accounts are for the year 1986.

6. That the Trustee intends to sell said collection files at a private sale for $10,000.00 to whoever will make the first and best offer of that amount or such greater amount as he is able to obtain.

7. That it is the opinion of the Trustee that the sale of the collection files is in the best interest of the Debtor's estate, creditors, and other parties in interest.

8. That this Notice is given in order to give parties in interest an opportunity to object to the proposed sale. If any party objects to the sale as outlined above, they must file their written objection with the Clerk of the United States Bankruptcy Court, 444 S.E. Quincy, Topeka, Kansas

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FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
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66683 on or before 5:00 o'clock on the 14th day of November, 1989, and serve a copy on the undersigned. If no objection is timely filed, the Trustee will proceed with the sale of the collection files. If an objection is timely filed, the Trustee's Notice of Intended Sale of Collection Files and the objections thereto will come on for hearing before the Honorable James A. Pusateri, United States Bankruptcy Court, 444 S.E. Quincy, Topeka, Kansas on the 29th day of November, 1989, at 9 o'clock a.m.

Dated this 29 day of September, 1989.

F. Stannard Lentz 06596
Lentz & Clark
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600
Trustee/Attorney for Trustee

DB11-Birdview Notice

9504368246

OGC 3058

DAVID C. OWEN

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
FEDERAL ELECTION COMMISSION
MAIL ROOM
90 JAN -6 AM 11:36
90 JAN -5 AM 10:03

9504368247

January 2, 1990

Mr. Daniel J. Blessington
Federal Election Commission
999 E. Street, N.W.
Washington D.C. 20463

Re: David C. Owen
MUR 2582

Dear Mr. Blessington,

Please find enclosed my January payment of $1,300.00, leaving a balance of $2,600.00.

Sincerely,

David C. Owen

DCO/sc

11827 W. 112 St. • Suite 102 • Overland Park, KS 66210 • (913) 469-5614

9504368246 8

DAVID C. OWEN
SPECIAL ACCOUNT
[redacted]
11627 W. 112TH SUITE 102
OVERLAND PARK, KS 66210

5387
63-117
1010

12-31 1989

Pay To The Order Of: Federal Election Commission $ 1300 00

One Thousand Three Hundred and 00/100 Dollars

FIRST CONTINENTAL BANK & TRUST
Overland Park, Kansas 66206

For MUR 2582

David C. Owen

[redacted]

OGC 5336

Owen & Associates, Inc.

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

90FEB-5 AM 9:50

David C. Owen, President

January 31, 1990

MUR 2582

Mr. Daniel J. Blessington
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Dear Mr. Blessington:

Please find enclosed my February payment of $1,300.00, leaving a balance of $1,300.00.

Sincerely,

David C. Owen

DCO/sc

Enclosure
As Stated

9504382469

11827 W. 112th Street, Suite 102 • Overland Park, Kansas 66210 • (913) 469-5614

9504368247 0

RECEIVED
FEDERAL ELECTION COMMISSION
90 FEB -7 PM 1:49

MR. DAVID C OWEN
11827 W 112TH ST
OWEN & ASSOCIATES
OVERLAND PARK,KS 66210

108

Jan 31 19 90

5-123/110

PAY TO THE ORDER OF Federal Election Commission $ 1300**

One Thousand Three Hundred and 00/100 DOLLARS

American Express Centurion Bank
Payable Through:
Boston Safe Deposit and Trust Company
Boston, MA 02106

MEMO [redacted]

David C Owen

OGC 5628

DAVID C. OWEN

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

90 MAR -6 AM 10: 26

March 5, 1990

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

90 MAR -7 AM 11: 39

Mr. Daniel J. Blessington
FEDERAL ELECTION COMMISSION
999 E. Street N.W.
Washington, D.C. 20463

RE: David C. Owen
MUR 2582

Dear Mr. Blessington,

Please find enclosed my check in the amount of $2,600.00, representing my final payment of $1,300.00 and $1,300.00 to replace the last check I sent on January 31, 1990.

My apologies for the return of the January check. I do not know why it was returned, never the less, this will replace it.

I will appreciate receiving acknowledgment that I have met my obligation to the Federal Election Commission in full.

Thank you.

Sincerely,

David C. Owen

DCO/sc

Enclosure
As Stated

9504368247 1

11827 W. 112 St. • Suite 102 • Overland Park, KS 66210 • (913) 469-5614

95043682472

1022

DAVID C. OWEN
SPECIAL ACCOUNT
11827 W. 112TH, STE. 102
OVERLAND PARK, KS 66210

83-172/1010

March 5 19 90

PAY TO THE ORDER OF Federal Election Commission $ *2,600.00

Two Thousand Six Hundred and no/100 ---------- DOLLARS

1st FIRST NATIONAL BANK OF OLATHE
MEMBER FDIC 444 E. Santa Fe Olathe, KS 66061 (913) 782-3211

FOR [redacted]

David C. Owen

MEMORANDUM

OGC 6169 116
MUR 2582

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

FILED
RUSSELL L. BRENNER, CLERK
APR 26 1990
U.S. COURT OF BANKRUPTCY
..... Deputy

MAY 01 1990

IN RE:

Birdview Satellite Communications, Inc.) Case No. 86-41150
) Chapter 11
Debtor.)

NOTICE OF INTENDED ABANDONMENT OF BURDENSOME PROPERTY
(Aluminum Casting Dies)

COMES NOW the Trustee/Attorney for Trustee, F. Stannard Lentz of Lentz & Clark, and in support of Notice of Intended Abandonment of Burdensome Property, states and alleges as follows:

1. The Trustee's appointment was approved by order of the court February 26, 1988, and he continues to serve in said capacity.

2. The Plan of Liquidation has been confirmed and the Trustee is continuing to administer the estate and liquidate all remaining assets.

3. It has come to the Trustee's attention by a letter from Edward J. Underhill, attorney at law, counsel for Ryobi Limited, a Birdview creditor, that Ryobi has in its possession in its plant in Hiroshima, Japan, four or five dies which had been used to manufacture component parts for Birdview several years ago.

4. Apparently, these dies weigh between 5,000 and 6,000 pounds and have not been used for several years and it would be very costly to ship the dies from Japan to the United States.

5. The Trustee believes that these dies are burdensome property, and have no value to the estate. It would be extremely costly and not beneficial to the estate to administer on this property. The Trustee proposes that the dies be abandoned and that Ryobi be permitted to dispose of the dies in any manner in which it finds acceptable.

6. That this notice is given in order to enable parties in interest to object to the abandonment. Unless a party in interest files a written objection with the Clerk of the Bankruptcy Court, 444 S.E. Quincy, Room 250, Topeka, Kansas, 66683, on or before 5:00 p.m. on the 28th day of May, 1990, the property will be abandoned. Objections must be in writing giving the above Debtor's name and case number and state the party filing it has an interest in the case and the reasons for the objection. If an objection is filed, a hearing will be held on the objection on the 30th day of May, 1990, at 9:00 o'clock a.m.,

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
90 MAY -9 PM 4:08

95043682473

before the Honorable James A. Pusateri, Bankruptcy Judge, 444 S.E. Quincy, Room 250, Topeka, Kansas.

Dated this 23 day of April, 1990.

F. Stannard Lentz 06596
Lentz & Clark
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600
Trustee/Attorney for Trustee

LB1-appl abnd

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RECEIVED
MAY 01 1990

FILED
RUSSELL L. BRENNER, CLERK
APR 30 1990
U.S. COURT OF BANKRUPTCY
Deputy

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:

Birdview Satellite Communications, Inc.

Debtor.

Case No. 86-41150
Chapter 11

ORDER RESTRICTING NOTICE ON TRUSTEE'S NOTICE OF INTENDED ABANDONMENT OF BURDENSOME PROPERTY (Aluminum Casting Dies)

THIS MATTER comes on for consideration upon the Trustee's Application for Order Restricting Notice on Trustee's Notice of Intended Abandonment of Burdensome Property (Aluminum Casting Dies). The Court, having reviewed the file, and being fully advised in the premises, finds and for cause shown, it is

HEREBY ORDERED, ADJUDGED AND DECREED that Notice be restricted to all attorneys of record, the United States Trustee, the Internal Revenue Service, the United States Attorney, the Debtors, and to all parties who have requested notice.

IT IS SO ORDERED this 27th day of April, 1990.

/s/ JAMES A. PUSATERI

The Honorable James A. Pusateri
Bankruptcy Judge

Submitted by:

F. Stannard Lentz 06596
Lentz & Clark
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600
LB1-appl rest

9504368247 5

BK 10
(Rev. 8/83)

FILED
RUSSELL L. BRENNER, CLERK
SEP 17 1990
U.S. COURT OF BANKRUPTCY

United States Bankruptcy Court

For the _____ District of KANSAS

L Carter

In re

BIRDVIEW SATELLITE COMMUNICATIONS, INC. Case No. 86-41150 -11 (MUR2582)

*Debtor**

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notice is hereby given that: A hearing in said cause will be held at

U.S. Bankruptcy Court, 492 Federal Building,
444 S.E. Quincy, Topeka, Kansas 66683 on the
24th day of October, 1990,
at 9:00 a.m., to consider and act upon the
following matter:

MOTION OF E. LOU BJORGAARD PROBASCO AND WAYNE PROBASCO FOR TURNOVER AND ACCOUNTING OF AMOUNTS COLLECTED BY SECURITY PACIFIC BUSINESS CREDIT, INC.

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM
90 SEP 20 AM 11:50

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
90 SEP 20 PM 3:54

IF PARTIES ANTICIPATE THE HEARING TO EXTEND BEYOND 15-20 MINUTES, A SPECIAL SETTING SHOULD BE SOUGHT, AS OUR REGULAR CALENDAR WILL NOT ACCOMODATE LONGER HEARINGS.

and transact such other business as may properly come before the meeting.

Dated at Topeka, Kansas September 17, 1990

JAMES A. PUSATERI
U.S. BANKRUPTCY JUDGE

CERTIFICATE OF MAILING

I do hereby certify that I did on this 17th day of September 1990, mail a copy of the above Notice by First Class Mail to debtor, attorney of record, U.S. Trustee and movant's attorney, Security Pacific Bank, Inc. c/o Howard Grant, and all persons requesting notice.

Date of issuance: 9-17-90

L Carter Deputy Clerk

*Include all names used by debtor within last 6 years.

95043682476

33

FILED
JSSELL L. BRENNER, CLERK

NOV 30 1990

COURT OF BANKRUPTCY

MUR 2582

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:	)	
	)	
Birdview Satellite Communications, Inc.	)	Case No. 86-41150
	)	Chapter 11
Debtor.	)	

NOTICE OF OPPORTUNITY FOR HEARING

NOTICE is hereby given that the Attorney for Trustee has filed the Application for Accountants for the Trustee for Compensation and Reimbursement of Expenses. Lain, Faulkner & Company, P.C. is seeking approval of fees of $13,570.00 and expenses of $99.64 for the period of August 1, 1988 through February 28, 1989. Payments of $10,268.41 have been received leaving a balance due of $3,401.23. Parties in interest are given until 5:00 o'clock p.m. on the 27th day of December, 1990, to file objections to the Application with the Clerk of the United States Bankruptcy Court, 444 S.E. Quincy, Topeka, Kansas 66683, and serve a copy on the undersigned. If no objections are timely filed, an order will be submitted approving the Application. If objections are timely filed, the Clerk will set the Application and objections thereto for hearing with the Bankruptcy Court.

Dated this 27 day of November, 1990.

F. Stannard Lentz 06596
Lentz & Clark, P.A.
P.O. Box 12167
Overland Park, KS 66212 0167
(913) 648-0600
Attorney for Trustee

NOTE: The fee petition may be reviewed at the Clerk's office, 444 S.E. Quincy, Topeka, Kansas during normal business hours.

DB13-BNO2

90 DEC 11 AM 10:12
RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

9504368247

FILED
USSELL L. BRENNER, CLERK

NOV 30 1990

S COURT OF BANKRUPTCY
R. Carter

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:	)	
	)	
Birdview Satellite Communications, Inc.	)	**Case No. 86-41150**
	)	**Chapter 11**
Debtor.	)	

NOTICE OF OPPORTUNITY FOR HEARING

NOTICE is hereby given that the Attorney for Trustee has filed his Application for Order Restricting Notice on Petition for Compensation for Attorney for Trustee. F. Stannard Lentz of Lentz & Clark, P.A. is seeking approval of fees of $29,877.25 and expenses of $2,146.06 for the period of July 21, 1988 through October 20, 1990. Payments of $27,636.56 have been received and nonallowed expenses of $504.70 have been deleted leaving a balance due of $3,881.55. Parties in interest are given until 5:00 o'clock p.m. on the 27th day of December, 1990, to file objections to the Application with the Clerk of the United States Bankruptcy Court, 444 S.E. Quincy, Topeka, Kansas 66683, and serve a copy on the undersigned. If no objections are timely filed, an order will be submitted approving the Application. If objections are timely filed, the Clerk will set the Application and objections thereto for hearing with the Bankruptcy Court.

Dated this 15 day of Nov, 1990.

F. Stannard Lentz 06596
Lentz & Clark, P.A.
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600
Attorney for Trustee

NOTE: The fee petition may be reviewed at the Clerk's office, 444 S.E. Quincy, Topeka, Kansas during normal business hours.
DB13-BNO

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641

06C 9208

FILED
RUSSELL L. BRENNER, CLERK

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF KANSAS

DEC 18 1990 MUR2582

U.S. COURT OF BANKRUPTCY
R. Carter

IN THE MATTER OF:

BIRDVIEW SATELLITE COMMUNICATIONS INC.

Debtor

CHAPTER 11
Case No. 86-41150 -11

ORDER OF CONTINUANCE

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
91 JAN -3 PM 12:19

At TOPEKA, KANSAS, this 18th day of December 1990 the MOTION OF E. LOU BJORGAARD PROBASCO AND WAYNE PROBASCO FOR TURNOVER AND ACCOUNTING OF AMOUNTS COLLECTED BY SECURITY PACIFIC BUSINESS CREDIT, INC. AND THE OBJECTION OF SECURITY PACIFIC BUSINESS CREDIT thereto came on regularly for hearing with Robert Baer appearing for Security Pacific Business Credit.

95043682479

The Court finds from the statements of counsel that the interest of all parties concerned would be best served in continuing this case until the next regular session of the Court.

IT IS THEREFORE ORDERED that the hearing above-designated be and it hereby continued until February 27 19 91 , at TOPEKA, KANSAS at 9:00 A.M. U.S. Bankruptcy Court, 492 Federal Building, 444 S.E. Quincy, Topeka, KS 66683.

JAMES A. PUSATERI
U.S. BANKRUPTCY COURT

Copy mailed by First Class Mail
this 12/31/90
to debtor(s), attorney of record, U.S. Trustee and movant's attorney
Trustee. + all persons requesting notice
L Carter
DEPUTY CLERK

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BK 10
(Rev. 8/83)

FILED
RUSSELL L. BRENNER, CLERK

United States Bankruptcy Court

For the _____ District of KANSAS

DEC 31 1990

S COURT Or BANKRUPTCY
K Carter

In re

BIRDVIEW SATELLITE COMMUNICATIONS INC. Case No. 86-41150-11

*Debtor**

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notice is hereby given that: A hearing in said cause will be held at

U.S. Bankruptcy Court, 492 Federal Building,
444 S.E. Quincy, Topeka, Kansas 66683 on the
27th day of February, 1991,
at 9:00 a.m., to consider and act upon the
following matter:

MOTION OF PAMIDA, INC. FOR ALLOWANCE OF ADMINISTRATIVE EXPENSES (copies of application, Pl. #372 filed 10/30/88) available upon written request)

IF PARTIES ANTICIPATE THE HEARING TO EXTEND BEYOND 15-20 MINUTES, A SPECIAL SETTING SHOULD BE SOUGHT, AS OUR REGULAR CALENDAR WILL NOT ACCOMODATE LONGER HEARINGS.

and transact such other business as may properly come before the meeting.

Dated at Topeka, Kansas 12/31/90

JAMES A. PUSATERI
U.S. BANKRUPTCY JUDGE

CERTIFICATE OF MAILING

I do hereby certify that I did on this 31st day of December 19 90, mail a copy of the above Notice by First Class Mail to debtor, attorney of record, U.S. Trustee and movant's attorney. & all persons requesting notice. 63

Date of issuance: 12-31-90

L. Carter Deputy Clerk

*Include all names used by debtor within last 6 years.

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FILED
RUSSELL L. BRENNER, CLERK
MAR 2582
MAY 0 2 1991
U.S. COURT OF BANKRUPTCY

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:

Birdview Satellite Communications, Inc.) Case No. 86-41150

Debtor.

RECEIVED
MAY 06 1991
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF GENERAL COUNSEL

ORDER AUTHORIZING ABANDONMENT/DISPOSAL OF RECORDS AND NOTICE OF SAME

THIS MATTER comes on for consideration upon the Application for Order Authorizing Abandonment/Disposal of Records. The Court after reviewing the file and being otherwise fully advised in the premises, finds and it is,

HEREBY ORDERED that the records currently held by the Trustee which include bank statements, ledgers, journals, payable and receivable information and other miscellaneous records may be abandoned and/or destroyed at the discretion of the Trustee. Unless a party in interest files a written request for possession of any or all records and provides satisfactory arrangements to take possession of said records, said request being filed with the Clerk of the Bankruptcy Court, 444 S.E. Quincy, Topeka, Kansas 66683 by the 30th day of May 1991, the Trustee shall be and is hereby given authority on or after said date to abandon and/or destroy, at his discretion, those records not deemed necessary for the final administration of the estate.

IT IS FURTHER ORDERED that a copy of this Order be mailed to the Internal Revenue Service, United States Attorney, United States Trustee and parties in interest who have requested notice no later than May 10, 1991.

IT IS SO ORDERED this 26 day of April, 1991.

Honorable James A. Pusateri
Bankruptcy Judge

Submitted by:

F. Stannard Lentz 06596
Lentz & Clark, P.A.
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600
Trustee/Attorney for Trustee
MG6-OrAuthAb/DisRec

Copy to Lentz to mail
5-2-91

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RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT

91 JUL 12 PM 4:55

BEFORE THE FEDERAL ELECTION COMMISSION **SENSITIVE**

In the Matter of	)
	) MUR 2582
Birdview Satellite Communications, Inc.	)
Charles Ross	)
Ronda Ross Dumovich	)
Dale Galemore	)
Cynthia Galemore	)
David K. Hamilton	)
Martha Hamilton	)
Roger Mason	)
Robert Owens	)
Betty Owens	)
Stan Ross	)
Merrett Ross	)
Gunilla Ross	)

GENERAL COUNSEL'S REPORT

The Office of the General Counsel is prepared to close the investigation in this matter as to all of the remaining respondents in this matter, based on the assessment of the information presently available.

7/12/91
Date

Lawrence M. Noble
General Counsel

95043682482

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 12, 1991

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ronda Dumovich
9905 Parkview Avenue
Kansas City, Kansas 66109

RE: MUR 2582
Ronda Dumovich

Dear Ms. Dumovich:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on December 16, 1988, the Federal Election Commission found reason to believe that you violated 2 U.S.C. § 441f, and instituted an investigation in this matter.

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that a violation has occurred.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

9504368244

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Ronda Dumovich) MUR 2582

GENERAL COUNSEL'S BRIEF

I. STATEMENT OF THE CASE

On December 16, 1988, the Commission found reason to believe that Ronda Ross Dumovich violated 2 U.S.C. § 441f. This violation stemmed from a scheme by Birdview Satellite Communications, Inc. ("Birdview") to make prohibited corporate contributions by reimbursing employees of Birdview and their family members for contributions made to the political committee of a candidate or federal office. Birdview was founded by Charles A. "Bud" Ross in 1980, and was incorporated in March of 1981. A publicly traded corporation located in Kansas, Birdview manufactured satellite dishes for televisions.[1] Charles Ross, the father of Ronda Dumovich, was the President and Chairman of the Board of Birdview. Throughout the history of the company, Birdview and Bud Ross were closely identified with one another.

The investigation has shown that Birdview reimbursed its employees and others for political contributions in every year from 1982 through 1985, and that Charles Ross was the primary mover in the various schemes to provide corporate funds to federal candidates in the names of others. The majority of prohibited contributions were to the Dole for Senate Committee.

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1. Birdview, a Delaware corporation, filed for bankruptcy in Topeka, Kansas on August 18, 1986. The case number is 86-41150-11.

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The Dole for Senate Committee reported a $1,000 contribution from Ronda Ross on July 23, 1984.[2] At the time of the contribution, Mrs. Dumovich was in college, was not employed, and was supported by her father, Charles Ross. This Office has obtained a number of documents regarding Mrs. Dumovich's contribution, and deposed Mrs. Dumovich on January 25, 1989.

This Office has obtained some of Mrs. Dumovich's banking records covering part of 1984. Mrs. Dumovich made a $1,000 contribution to Dole for Senate by a personal check dated June 11, 1984. Mrs. Dumovich received a $6,000 check from her father Charles Ross, that was also dated June 11, 1984. That check was deposited into Mrs. Dumovich's checking account on June 15, 1984.

On the same date that Mrs. Dumovich wrote a contribution check to the Dole for Senate Committee, two other Birdview employees and their wives, namely Steven and Joy Small and Dale and Cynthia Galemore, each wrote contribution checks in the amount of $1,000 to the Dole for Senate Committee. A third employee, David Hamilton, and his wife Martha also wrote contribution checks to the Dole for Senate Committee around this date. Messrs Small and Hamilton testified that they were reimbursed by Birdview for their contributions. Mr. Small testified that Charles Ross solicited the contributions from him and his wife. Birdview payroll records indicate that all three Birdview employees and their wives were reimbursed by receiving

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2. Ronda Ross has since married, and now goes by the name Ronda Dumovich.

bonuses from Birdview.

Mrs. Dumovich testified that her father, Charles Ross, was her sole source of income at the time she made the contribution to the Dole for Senate Committee. She further stated that she discussed the contribution with her father, but that she did not make it at his direction. She could not recall many specifics about the contributions or discussions she had with her father. Moreover, she was unable to explain how she determined the amount of the contribution, aside from the statement that she wanted the donation to be in a substantial amount.

Mrs. Dumovich's claim that she was not reimbursed by her father for the contribution he induced her to make is simply not credible in light of both the undisputed facts and her own testimony. Mrs. Dumovich was not working at the time at the time she made the contribution, and her father was her sole financial support. Before making the contribution, she had discussed it with her father. Mrs. Dumovich's contribution to the Dole campaign was made in the same amount and at the same time as those of the Smalls, Hamiltons, and Galemores, all of whom made the contributions at the instance of Charles Ross, and all of whom were reimbursed. As with these individuals, Charles Ross instigated the contribution from his daughter. Although not an employee of Birdview, Mrs. Dumovich was financially supported by her father at the time they discussed, and she made, the contribution. This evidence indicates that Mrs. Dumovich was reimbursed by her father, Charles Ross, for her contribution to

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the Dole for Senate Committee.[3]

II. **ANALYSIS**

Under 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution. Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided to the contributor by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i). In Advisory Opinion 1986-41, the Commission noted that the prohibitions of section 441f apply to any person. This includes "an incorporated or unincorporated entity who gives money to another to effect a contribution in the second person's name."

The evidence set forth above demonstrates that Ronda Dumovich made a contribution of $1,000 to the Dole for Senate Committee for which she was reimbursed by Charles A. Ross. Accordingly, the Office of the General Counsel recommends that the Commission find probable cause to believe that Ronda Dumovich violated 2 U.S.C. § 441f.

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3. Given Charles Ross's pervasive use of Birdview' funds for personal use, it is possible that Birdview's money was used to reimburse his daughter for her contribution. However, there is not sufficient evidence to prove that Ronda Dumovich was reimbursed with Birdview funds.

III. **GENERAL COUNSEL'S RECOMMENDATION**

Find probable cause to believe that Ronda Dumovich violated 2 U.S.C. § 441f.

7/11/91
Date

Lawrence M. Noble
General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 12, 1991

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

John H. Calvert, Esquire
Lathrop Koontz & Norquist
2600 Mutual Benefit Life Building
2345 Grand Avenue
Kansas City, Missouri 64108

RE: MUR 2582
Martha J. Hamilton

Dear Mr. Calvert:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on February 25, 1988, the Federal Election Commission found reason to believe that your client violated 2 U.S.C. § 441f, and instituted an investigation in this matter.

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that a violation has occurred.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

9504368249 1

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Martha Hamilton) MUR 2582

GENERAL COUNSEL'S BRIEF

I. STATEMENT OF THE CASE

On February 25, 1988, the Commission found reason to believe that Martha Hamilton violated 2 U.S.C. § 441f. This violation stemmed from a scheme to reimburse employees of Birdview Satellite Communications, Inc. ("Birdview") and their spouses for contributions made to the political committee of a candidate for federal office. Birdview was founded by Charles A. "Bud" Ross in 1980, and was incorporated in March of 1981. A publicly traded corporation located in Kansas, Birdview manufactured satellite dishes for televisions.[1] Charles A. Ross was the President and Chairman of the Board of Birdview. Throughout the history of the company, Birdview and Bud Ross were closely identified with one another. At least one corporate officer testified that he understood it to be Bud Ross's company, and that it was to be run the way he wanted it run.

The investigation has shown that Birdview reimbursed its employees and others for political contributions in every year from 1982 through 1985, and that Charles Ross was the primary mover in the various schemes to provide corporate funds to federal candidates in the names of others.

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1. Birdview, a Delaware corporation, filed for bankruptcy in Topeka, Kansas on August 18, 1986. The case number is 86-41150-11.

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In June of 1984, six contributions of $1,000 each were made to the Dole for Senate Committee by three Birdview employees and their spouses. The contributions were made in the names of Dale and Cynthia Galemore, Steven and Joy Small, and David and Martha Hamilton. All of the men were employees of Birdview when these contributions were made, and David Hamilton and Steven Small were both Birdview Vice Presidents. Steven Small and David Hamilton admitted that they were reimbursed at their depositions. Dale Galemore and his wife, Cynthia, testified that they did not feel that they were reimbursed per se, but acknowledged that they were pressured to contribute and that they received payments from Birdview that allowed them to cover the contributions.

The contributions that were made by Birdview employees in June of 1984 were reimbursed through a somewhat complicated accounting method. The contributors were initially given a cash advance to cover the amount of the check. Then they were given a bonus that was equal to the amount of the contributions, plus the additional taxes and standard deductions that would have to be paid on the contribution amount. When the bonuses were paid, the taxes, standard deductions, and the cash advance itself were all subtracted, leaving a small amount, $49, for each employee who was reimbursed.

A handwritten memorandum, and Birdview payroll records from June of 1984 shed light on this second contribution and reimbursement scheme involving the Dole for Senate Committee. Dale Galemore, David Hamilton, and Steven Small each received a $2,000 cash advance in the middle of June of 1984; on June 30,

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each of them also received a $3,000 bonus. Each bonus came to $2,049 after taxes and other standard deductions; from this amount the $2,000 cash advance was subtracted, leaving a net bonus of $49. Both David Hamilton and Steven Small admitted that the bonuses they received were designed to reimburse them for their contributions and those of their spouses to the Dole for Senate Committee. They also testified that Charles Ross had solicited the contributions from them.

The handwritten memorandum appears to be notes on how Birdview's payroll department should record the cash advances and bonuses. Part of this memorandum was written by David Hamilton, Birdview's Vice President Of Finance. This portion consisted of three columns of names and numbers. The other portion of the memorandum appears to have been written by one of the bookkeepers who worked for Mr. Hamilton. The memo, which contains arrows, initials, and other markings, reads, in part, as follows:

	170-02	ded	B
S. Small	2,000		3,000
D. Galemore	2,000		3,000
D. Hamilton	2,000		3,000

6/30/84 P/R[2] entered as 2nd check - Bonus less $2,000.00 adjustment.

The Dole for Senate Committee reported receiving two $1,000 contributions from David and Martha Hamilton on July 23, 1984. At that time, Respondent's husband, was Birdview's Vice President of Finance. His duties included supervising the payroll

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2. Testimony has confirmed the following: on Birdview's general ledger, the advance account was 170-02; "ded" refers to deductions; "B" to bonus; and "P/R" to payroll.

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department. Mr. Hamilton's immediate supervisor was Charles Ross. In June of 1984, Mr. Hamilton also became Assistant Secretary of Birdview. This Office has obtained several documents concerning the Hamiltons' contributions, aside from the handwritten memorandum and payroll register, discussed above. This Office deposed Mr. Hamilton on March 28 and May 9, 1988.

In June of 1984, both Mr. and Mrs. Hamilton each made $1,000 contributions to the Dole for Senate Committee. Mr. Hamilton testified that Charles Ross approached him and asked that he and his wife each make $1,000 contributions to the Dole for Senate Committee. He made the contribution because he thought it would help Birdview. Mr. Hamilton also testified that his wife, Martha Hamilton, made her contribution at his direction.

On June 14, 1984, Mr. Hamilton filled out a "check request" form for a $2,000 cash advance. Subsequent to filling out the form, Mr. Hamilton received an advance of $2,000 that he and Mrs. Hamilton deposited into their joint checking account in order to cover their contributions to the Dole for Senate Committee. On June 30, 1984, Mr. Hamilton received a $3,000 bonus from Birdview, which came to $2,049 after taxes. The $2,000 cash advance was deducted from the amount of the bonus. Thus, Mr. Hamilton received a net bonus of $49 after all the deductions were taken on June 30, 1984. Mr. Hamilton testified that the purpose of the $3,000 bonus was to reimburse him and Mrs. Hamilton for the contributions they made to the Dole for Senate Committee.

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II. **ANALYSIS**

Under 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution. The evidence set forth above demonstrates that Martha Hamilton made a contribution of $1,000 to the Dole for Senate Committee for which she was reimbursed by Birdview. The testimony of various participants, the public record, and other documentary evidence support this conclusion. No credible evidence exists to support a different one.

Accordingly, the Office of the General Counsel recommends that the Commission find probable cause to believe that Martha Hamilton violated 2 U.S.C. § 441f.

III. **GENERAL COUNSEL'S RECOMMENDATION**

1. Find probable cause to believe that Martha Hamilton violated 2 U.S.C. § 441f.

7/11/91
Date

Lawrence M. Noble
General Counsel

9504368246

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 12, 1991

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

John C. Aisenbrey, Esquire
Stinson, Mag & Fizzell
920 Main Street
P.O. Box 19251
Kansas City, Missouri 64141-2251

RE: MUR 2582
Betty Owens

Dear Mr. Aisenbrey:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on February 25, 1988, the Federal Election Commission found reason to believe that your client violated 2 U.S.C. § 441f, and instituted an investigation in this matter.

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that a violation has occurred.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

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BEFORE THE FEDERAL ELECTION COMMISSION

In the matter of)
)
Betty Owens) MUR 2582

GENERAL COUNSEL'S BRIEF

I. STATEMENT OF THE CASE

On February 25, 1988, the Commission found reason to believe that Betty Owens violated 2 U.S.C. § 441f. This violation stemmed from a scheme to reimburse employees of Birdview Satellite Communications, Inc. ("Birdview") and their spouses for contributions made to the political committee of a candidate for federal office. Birdview was founded by Charles A. "Bud" Ross in 1980, and was incorporated in March of 1981. A publicly traded corporation located in Kansas, Birdview manufactured satellite dishes for televisions.[1] Charles A. Ross was the President and Chairman of the Board of Birdview. Throughout the history of the company, Birdview and Bud Ross were closely identified with one another. At least one corporate officer testified that he understood Birdview to be Bud Ross's company, and that it was to be run the way he wanted it run.

The investigation has shown that Birdview reimbursed its employees and others for political contributions in every year from 1982 through 1985, and that Charles Ross was the primary mover in the various schemes to provide corporate funds to federal candidates in the names of others. The majority of

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1. Birdview, a Delaware corporation, filed for bankruptcy in Topeka, Kansas on August 18, 1986. The case number is 86-41150-11.

prohibited contributions were to the Dole for Senate Committee.

In December of 1983, nine Birdview employees and spouses each contributed $1,000 to the Dole for Senate Committee at the instigation of Charles Ross. These contributions were made in conjunction with a dinner/fundraiser for Senator Dole that was held at the home of Mr. Ross and his wife, Gunilla.

The nine individuals are Edward and Darlene Hackerott, Roger Mason, Robert and Betty Owens, Steven and Sharon Phillips, and Stanton and Merett Ross. All of the men were employees of Birdview. Edward Hackerott and Steven Phillips, both vice presidents of the corporation, freely admitted under oath that they were reimbursed by Birdview. A third vice president, Robert Owens, testified that he sought reimbursement from the corporation for the contributions made by him and his wife, and that a $2,000 payment he received from Birdview might well have been the reimbursement he had sought. Roger Mason exercised his fifth amendment privilege against self incrimination at his deposition. Stanton and Merett Ross, Charles Ross' son and daughter in-law, testified that they were not reimbursed.

There are several Birdview documents that shed light on these contributions, including a worksheet prepared by Birdview's outside auditors, Touche Ross & Co. The worksheet concerned Charles Ross' Account Activity for fiscal 1984. Based upon a review of documentary evidence and the testimony of several former Birdview employees, it appears that an advance or "clearing" account was maintained on the general ledger of accounts for use by employees, including Charles Ross. Whenever

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Mr. Ross requested a cash advance, he would receive the advance from this account. Often, the advances were for substantial amounts, and the paperwork failed to indicate the reasons for the advance.

One of the pages of the worksheet prepared by Touche Ross has a handwritten subheading that reads: "Political Donations Various VP's" [sic].[2] Below the subheading is the following handwritten list:

Ed Hackerott	2000.00
Roger Mason	1000.00
Bob Owens	2000.00
Steven Phillips	2000.00
Stan Ross	2000.00
	9000.00

Next to the list is a handwritten note that states:

> Note: These political contributions were made by these VP's [sic] at Bud Ross's request. Birdview reimbursed them for the donations and charged the $9,000 against Bud Ross's advance account. Effect is nil on Birdview books therefore pass further investigation.

The Dole for Senate Committee reported receiving two $1,000 contributions from Robert and Betty Owens on December 16, 1983. Mr. Owens was Birdview's Vice President of Marketing from April of 1981 to October of 1983, when he became Birdview's Executive Vice President. Mr. and Mrs. Owens submitted documents regarding their contributions to the Commission, and this Office obtained additional documents related to these contributions. This Office also deposed Robert and Betty Owens on April 20, 1988.

Documents concerning the Owenses' contributions to the Dole

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2. Stanton Ross was an employee, not a vice president, of Birdview. Roger Mason did not become a vice president until after the contributions of December of 1983.

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for Senate Committee are described below. First are copies of two checks drawn on their joint checking account that were used to make their contributions to the Dole for Senate Committee. These are check numbers 2539 and 2540, both of which were dated December 14, 1983, each in the amount of $1,000; they were made payable to Dole for Senate. One check was signed by Mr. Owens and the other by Mrs. Owens. Second is a letter to the Owenses from Senator Dole that expresses the Senator's regret that they could not attend the dinner hosted by Bud and Gunilla Ross and thanks them for their contributions. Third is an internal Birdview check request form that was filled out and approved by David Hamilton, Birdview's Vice President of Finance. This form requested a $2,000 check for Bob Owens that was needed by December 22, 1983; the reason was purported to be a "Special Expense Advance." Fourth is check number 7720 written on Birdview's checking account. This check was dated December 22, 1983, in the amount of $2,000 and was made payable to Robert E. Owens. Finally, there is a deposit slip for the Owenses' joint checking account that includes a $2,000 item deposited on January 3, 1984.

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According to Mr. Owen's deposition testimony, he was informed that Charles Ross wanted him and other Birdview employees to make contributions to Dole for Senate; he was told that he and Mrs. Owens each had to contribute $1,000 to the campaign; he felt that he had no choice but to contribute; and he gave his and his wife's contributions to a Birdview officer or employee to deliver to the Dole for Senate Committee. Mr. Owens

was angry about being told to make the contribution, and was concerned that the $2,000 would have to be paid by him and Mrs. Owens. He wanted to be reimbursed and sought out David Hamilton, Vice President of Finance, to discuss possible reimbursement. Mr. Owens testified that he and Mr. Hamilton discussed reimbursement and the fact that a number of Birdview employees were being told to make contributions to Dole for Senate. Mr. Owens testified that he did not recall if Mr. Hamilton assured him that there would be reimbursement. Subsequently, however, Mr. Owens was reimbursed $2,000 for his and Mrs. Owen's contributions by the Birdview check described above that was dated December 22, 1983.

The documents relating to the contributions of Mr. and Mrs. Owens and Mrs. Owens' testimony demonstrate that both Robert and Betty Owens made contributions to Dole for Senate that were reimbursed by Birdview. This is consistent with the Touche Ross description of Mr. Owens' reimbursed political contribution, and the admissions of Edward and Darlene Hackerott and of Steven and Sharon Phillips. It also fits the pattern of the other contributions by Birdview employees and spouses in December of 1983.

II. **ANALYSIS**

Under 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution. The evidence set forth above demonstrates that Betty Owens made a contribution of $1,000 to the Dole for Senate Committee for which she was reimbursed by

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Birdview. The testimony of Betty and Robert Owens, along with other Birdview employees, an audit conducted by Birdview's outside auditors, public records, and a wealth of documentary evidence supports this conclusion. No credible evidence exists to support a contrary one. Accordingly, the Office of the General Counsel recommends that the Commission find probable cause to believe that Betty Owens violated 2 U.S.C. § 441f.

III. **RECOMMENDATIONS**

Find probable cause to believe that Betty Owens violated 2 U.S.C. § 441f.

7/11/91
Date

Lawrence M. Noble
General Counsel

9504368250 4

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 12, 1991

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

John C. Aisenbrey, Esquire
Stinson, Mag & Fizzell
920 Main Street
P.O. Box 19251
Kansas City, Missouri 64141-2251

RE: MUR 2582
Robert Owens

Dear Mr. Aisenbrey:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on February 25, 1988, the Federal Election Commission found reason to believe that your client violated 2 U.S.C. §§ 441b and 441f, and instituted an investigation in this matter.

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that violations have occurred.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Robert Owens) MUR 2582

GENERAL COUNSEL'S BRIEF

I. STATEMENT OF THE CASE

1. Contribution to the Dole for Senate Committee

On February 25, 1988, the Commission found reason to believe that Robert Owens violated 2 U.S.C. §§ 441b and 441f. This violation stemmed from a scheme to reimburse employees of Birdview Satellite Communications, Inc. ("Birdview") and their spouses for contributions made to the political committee of a candidate for federal office. Birdview was founded by Charles A. "Bud" Ross in 1980, and was incorporated in March of 1981. A publicly traded corporation located in Kansas, Birdview manufactured satellite dishes for televisions.[1] Charles A. Ross was the President and Chairman of the Board of Birdview. Throughout the history of the company, Birdview and Bud Ross were closely identified with one another. At least one corporate officer testified that he understood Birdview to be Bud Ross's company, and that it was to be run the way he wanted it run.

The investigation has shown that Birdview reimbursed its employees and others for political contributions in every year from 1982 through 1985, and that Charles Ross was the primary mover in the various schemes to provide corporate funds to

1. Birdview, a Delaware corporation, filed for bankruptcy in Topeka, Kansas on August 18, 1986. The case number is 86-41150-11.

federal candidates in the names of others. The majority of prohibited contributions were to the Dole for Senate Committee.

In December of 1983, nine Birdview employees and spouses each contributed $1,000 to the Dole for Senate Committee at the instigation of Charles Ross. These contributions were made in conjunction with a dinner/fundraiser for Senator Dole that was held at the home of Mr. Ross and his wife, Gunilla.

The nine individuals are Edward and Darlene Hackerott, Roger Mason, Robert and Betty Owens, Steven and Sharon Phillips, and Stanton and Merett Ross. All of the men were employees of Birdview. Edward Hackerott and Steven Phillips, both vice presidents of the corporation, freely admitted under oath that they were reimbursed by Birdview. A third vice president, Robert Owens, testified that he sought reimbursement from the corporation for the contributions made by him and his wife, and that a $2,000 payment he received from Birdview might well have been the reimbursement he had sought. Roger Mason exercised his fifth amendment privilege against self incrimination at his deposition. Stanton and Merett Ross, Charles Ross' son and daughter in-law, testified that they were not reimbursed.

There are several Birdview documents that shed light on these contributions, including a worksheet prepared by Birdview's outside auditors, Touche Ross & Co. The worksheet concerned Charles Ross' Account Activity for fiscal 1984. Based upon a review of documentary evidence and the testimony of several former Birdview employees, it appears that an advance or "clearing" account was maintained on the general ledger of

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accounts for use by employees, including Charles Ross. Whenever Mr. Ross requested a cash advance, he would receive the advance from this account. Often, the advances were for substantial amounts, and the paperwork failed to indicate the reasons for the advance.

One of the pages of the worksheet prepared by Touche Ross has a handwritten subheading that reads: "Political Donations Various VP's" [sic].[2] Below the subheading is the following handwritten list:

Ed Hackerott	2000.00
Roger Mason	1000.00
Bob Owens	2000.00
Steven Phillips	2000.00
Stan Ross	2000.00
	9000.00

Next to the list is a handwritten note that states:

> Note: These political contributions were made by these VP's [sic] at Bud Ross's request. Birdview reimbursed them for the donations and charged the $9,000 against Bud Ross's advance account. Effect is nil on Birdview books therefore pass further investigation.

The Dole for Senate Committee reported receiving two $1,000 contributions from Robert and Betty Owens on December 16, 1983. Mr. Owens was Birdview's Vice President of Marketing from April of 1981 to October of 1983, when he became Birdview's Executive Vice President. Mr. and Mrs. Owens submitted documents regarding their contributions to the Commission, and this Office obtained additional documents related to these contributions. This Office also deposed Robert and Betty Owens on April 20, 1988.

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2. Stanton Ross was an employee, not a vice president, of Birdview. Roger Mason did not become a vice president until after the contributions of December of 1983.

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Documents concerning the Owenses' contributions to the Dole for Senate Committee are described below. First are copies of two checks drawn on their joint checking account that were used to make their contributions to the Dole for Senate Committee. These are check numbers 2539 and 2540, both of which were dated December 14, 1983, each in the amount of $1,000; they were made payable to Dole for Senate. One check was signed by Mr. Owens and the other by Mrs. Owens. Second is a letter to the Owenses from Senator Dole that expresses the Senator's regret that they could not attend the dinner hosted by Bud and Gunilla Ross and thanks them for their contributions. Third is an internal Birdview check request form that was filled out and approved by David Hamilton, Birdview's Vice President of Finance. This form requested a $2,000 check for Bob Owens that was needed by December 22, 1983; the reason was purported to be a "Special Expense Advance." Fourth is check number 7720 written on Birdview's checking account. This check was dated December 22, 1983, in the amount of $2,000 and was made payable to Robert E. Owens. Finally, there is a deposit slip for the Owenses' joint checking account that includes a $2,000 item deposited on January 3, 1984.

According to Mr. Owen's deposition testimony, he was informed that Charles Ross wanted him and other Birdview employees to make contributions to Dole for Senate; he was told that he and his wife each had to contribute $1,000 to the campaign; he felt that he had no choice but to contribute; and he gave his and his wife's contributions to a Birdview officer or

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employee to deliver to the Dole for Senate Committee. Mr. Owens was angry about being told to make the contribution, and was concerned that the $2,000 would have to be paid by him and his wife. He wanted to be reimbursed and sought out David Hamilton, Vice President of Finance, to discuss possible reimbursement. Mr. Owens testified that he and Mr. Hamilton discussed reimbursement and the fact that a number of Birdview employees were being told to make contributions to Dole for Senate. Mr. Owens testified that he did not recall if Mr. Hamilton assured him that there would be reimbursement. Subsequently, however, Mr. Owens was reimbursed $2,000 for his and his wife's contributions by the Birdview check described above that was dated December 22, 1983.

The documents relating to the contributions of Mr. and Mrs. Owens and Mr. Owens' testimony demonstrate that both Robert and Betty Owens made contributions to Dole for Senate that were reimbursed by Birdview. This is consistent with the Touche Ross description of Mr. Owens' reimbursed political contribution, and the admissions of Edward and Darlene Hackerott and of Steven and Sharon Phillips. It also fits the pattern of the other contributions by Birdview employees and spouses in December of 1983.

2. Contributions Earmarked for Charlie Rose

In April of 1982, Charles "Bud" Ross and Robert Owens, Birdview's then Vice President of Marketing, each made $250 contributions to the Committee for Congressman Charlie Rose. The Committee for Congressman Charlie Rose reported receiving these

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contributions on April 30, 1982. These contributions were made as a result of a solicitation by the Society for Private and Commercial Earth Stations Political Action Committee ("SPACE").[3] SPACE hosted a luncheon/fundraiser for Congressman Rose that cost $250 per person. The announcement of the fundraiser stated that "[c]hecks must be personal - not corporate" (highlighted in original). Attached to a copy of the notice from SPACE were several handwritten post-it notes. One of the notes was from Birdview's former controller, Sherry Kannard, instructing a subordinate in the accounting office, Esther Oliver, regarding the preparation of checks for Messrs. Ross and Owens. Portions of the post-it notes read, in part:

> 2 cks: Bob Owens $250; CA Ross $250 ... $500 for Bob and Bud ... We will need to get $500.00 to them - payment must be made by a personal check, not a corporate one.

The Birdview documents, described above, demonstrate that both Charles Ross and Robert Owens were reimbursed for their $250 contributions to the Committee for Congressman Charlie Rose. Moreover, it appears that Birdview and its officers knew as early as 1982 that corporations could not make contributions to federal political committees.

II. ANALYSIS

Pursuant to 2 U.S.C. § 441f, "[n]o person shall make a contribution in the name of another or knowingly permit his name to be used to effect such a contribution, and no person shall

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3. On March 14, 1984, SPACE filed an amended statement of organization, changing its name to the Satellite Television Industry Association Political Action Committee.

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knowingly accept a contribution made by one person in the name of another person." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided to the contributor by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

The evidence set forth above demonstrates that Robert Owens made a contribution of $1,000 to the Dole for Senate Committee for which he was reimbursed by Birdview. In addition, the evidence also demonstrates that Robert Owens made a contribution of $250 to the Committee for Congressman Charlie Rose for which he was reimbursed by Birdview. The testimony of Mr. Owens and other Birdview employees, an audit conducted by Birdview's outside auditors, public records, and a wealth of documentary evidence supports this conclusion. No credible evidence exists to support a contrary one. Accordingly, the Office of the General Counsel recommends that the Commission find probable cause to believe that Robert Owens violated 2 U.S.C. § 441f.

The Federal Election Campaign Act of 1971, as amended (the "Act") also prohibits corporations from making contributions and expenditures in connection with federal elections. In prohibiting such corporate involvement in the electoral process, the Act imposes liability on both corporate officers and the corporation itself. 2 U.S.C. § 441b(a). It is also unlawful for any officer of any corporation to consent to any contribution

9504368251 3

or expenditure by the corporation in connection with any election for any federal office. It appears that Mr. Owens consented to the contributions made by Birdview in violation of 2 U.S.C. § 441b. When he learned that Bud Ross expected him and his wife to each make a $1,000 contribution to the Dole for Senate Committee, he sought out David Hamilton, Birdview's Vice President of Finance, to discuss reimbursement by Birdview. Accordingly, the Office of the General Counsel recommends that the Commission find probable cause to believe that Robert Owens violated 2 U.S.C. § 441b.

II. **GENERAL COUNSEL'S RECOMMENDATIONS**

Find probable cause to believe that Robert Owens violated 2 U.S.C §§ 441f and 441b.

7/11/91
Date

Lawrence M. Noble
General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 12, 1991

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Thomas M. Bradshaw, Esquire
Hoskins, King, McGannon & Hahn
1100 Commerce Trust Building
922 Walnut
Kansas City, Missouri 64106

RE: MUR 2582
Roger Mason

Dear Mr. Bradshaw:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on February 25, 1988, the Federal Election Commission found reason to believe that your client violated 2 U.S.C. § 441f, and instituted an investigation in this matter.

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that your client violated 2 U.S.C. § 441f for making a contribution in his own name for which he was reimbursed by Birdview Satellite Communications, Inc. The Office of the General Counsel is also prepared to recommend that your client knowingly and willfully violated 2 U.S.C. § 441b and 441f for assisting in contributions made by his subordinate at Birdview.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

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If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Roger Mason)

GENERAL COUNSEL'S BRIEF

I. STATEMENT OF THE CASE

On February 25, 1988, the Commission found reason to believe that Roger Mason violated 2 U.S.C. § 441f. This violation stemmed from a scheme to reimburse employees of Birdview Satellite Communications, Inc. ("Birdview") and their spouses for contributions made to the political committee of a candidate for federal office. Birdview was founded by Charles A. "Bud" Ross in 1980, and was incorporated in March of 1981. A publicly traded corporation located in Kansas, Birdview manufactured satellite dishes for televisions.[1] Charles A. Ross was the President and Chairman of the Board of Birdview. Throughout the history of the company, Birdview and Bud Ross were closely identified with one another. At least one corporate officer testified that he understood Birdview to be Bud Ross's company, and that it was to be run the way he wanted it run.

The investigation has shown that Birdview reimbursed its employees and others for political contributions in every year from 1982 through 1985, and that Charles Ross was the primary mover in the various schemes to provide corporate funds to federal candidates in the names of others. The majority of

1. Birdview, a Delaware corporation, filed for bankruptcy in Topeka, Kansas on August 18, 1986. The case number is 86-41150-11.

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prohibited contributions were to the Dole for Senate Committee.

1. Mason's own contribution to Dole for Senate Committee

In December of 1983, nine Birdview employees and spouses each contributed $1,000 to the Dole for Senate Committee at the instigation of Charles Ross. These contributions were made in conjunction with a dinner/fundraiser for Senator Dole that was held at the home of Mr. Ross and his wife, Gunilla.

The nine individuals include Roger Mason, along with Edward and Darlene Hackerott, Robert and Betty Owens, Steven and Sharon Phillips, and Stanton and Merett Ross. All of the men were employees of Birdview. Edward Hackerott and Steven Phillips, both vice presidents of the corporation, freely admitted under oath that they were reimbursed by Birdview. A third vice president, Robert Owens, testified that he sought reimbursement from the corporation for the contributions made by him and his wife, and that a $2,000 payment he received from Birdview might well have been the reimbursement he had sought. Roger Mason exercised his fifth amendment privilege against self incrimination at his deposition.

There are several Birdview documents that shed light on these contributions, including a worksheet prepared by Birdview's outside auditors, Touche Ross & Co. The worksheet concerned Charles Ross' Account Activity for fiscal 1984. Based upon a review of documentary evidence and the testimony of several former Birdview employees, it appears that an advance or "clearing" account was maintained on the general ledger of accounts for use by employees, including Charles Ross. Whenever

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Mr. Ross requested a cash advance, he would receive the advance from this account. Often, the advances were for substantial amounts, and the paperwork failed to indicate the reasons for the advance.

One of the pages of the worksheet prepared by Touche Ross has a handwritten subheading that reads: "Political Donations Various VP's" [sic].[2] Below the subheading is the following handwritten list:

Ed Hackerott	2000.00
Roger Mason	1000.00
Bob Owens	2000.00
Steven Phillips	2000.00
Stan Ross	2000.00
	9000.00

Next to the list is a handwritten note that states:

Note: These political contributions were made by these VP's [sic] at Bud Ross's request. Birdview reimbursed them for the donations and charged the $9,000 against Bud Ross's advance account. Effect is nil on Birdview books therefore pass further investigation.

On its 1983 Year End Report, the Dole for Senate Committee reported receiving a $1,000 contribution from Roger Mason on December 16, 1983. According to the report, Mr. Mason was an executive at Birdview. Mr. Mason provided several documents concerning his contribution to the Dole for Senate Committee; additional documents obtained by this Office also relate to Mr. Mason's contribution. At a deposition conducted by this Office on May 10, 1988, Mr. Mason asserted his fifth amendment privilege against self-incrimination, refusing to answer any

2. Stanton Ross was an employee, not a vice president, of Birdview. Roger Mason did not become a vice president until after the contributions of December of 1983.

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questions about his employment at Birdview or about any political contributions with which he was involved.

Documents that relate to Mr. Mason's contribution to the Dole for Senate Committee are described below. First, check number 1293 was drawn on Mr. Mason's checking account in the amount of $1,000, was dated December 13, 1983, and was made payable to Dole for Senate. Second, there is a letter signed by Senator Dole that reads in part:

> I was sorry you could not make it to the dinner which Bud and Gunilla hosted, but I certainly understand.
>
> You were great to send along your most generous contribution, and I want you to know how deeply appreciative I am.

Third, an internal check request form for Birdview requested a $1,000 check for Roger Mason that was needed on December 22, 1983. The reason for the request was a "special expense advance." The request was approved by David K. Hamilton, Birdview's Vice President of Finance. Finally, check number 7719, drawn on Birdview's checking account in the amount of $1,000, was made payable to Roger Mason; it was dated December 22, 1983.

These documents affirm the Touche Ross description of Mr. Mason's reimbursed political contribution, discussed above. The pattern is wholly consistent with that of Edward Hackerott, Robert Owens, Steven Phillips and Stan Ross. Indeed, Mr. Mason's contribution and reimbursement is distinguishable from the others in December of 1983 in only one respect. In each of the other cases, the employee and his spouse made contributions of $1,000

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each; each employee was reimbursed in the amount of $2,000 for the two contributions. In Mr. Mason's case, there was no related spousal contribution, and his reimbursement was for the $1,000 contribution he made to Dole for Senate in his name.

2. Mason's participation in Dale Galemore's contribution

In early June 1984, Mr. Mason had a conversation with Dale Galemore, a Birdview employee under his supervision. At that time, Mr. Mason was Vice President of Purchasing. Mr. Galemore testified that during the conversation, Mr. Mason informed him that he would be receiving a $3,000 bonus because of his job performance. The conversation also covered politics, and Mr. Mason suggested that Mr. Galemore should vote for and financially support Senator Dole. Mr. Galemore asked Mr. Mason why Birdview was not making a contribution to Senator Dole. In his response, Mr. Mason purportedly stated that Birdview had already contributed the maximum that a corporation could contribute, and that Birdview was encouraging its employees and others in the satellite industry to contribute and support the Dole campaign. Mr. Mason is also said to have informed Mr. Galemore that Mr. Galemore and his wife could each contribute up to $1,000. The conversation lasted a total of approximately 20 minutes. Mr. Galemore testified that he still would have contributed to the Dole campaign if he had not received the bonus, but he was not sure how much he would have contributed under those circumstances.

On June 11, about 10 or 12 days after the conversation between Roger Mason and Dale Galemore, Mr. Mason telephoned Mr.

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Galemore at his home after working hours concerning the Dole for Senate Committee. Mr. Mason requested that Mr. Galemore come to Birdview that evening with contributions for the Dole for Senate Committee from the Galemores. Mr. Galemore testified that he complied with this request by his supervisor. When Mr. Galemore arrived at Birdview, he asked if he could get the bonus before the end of the month. Mr. Mason said he would see what he could do about it. A few days later, on June 15, Mr. Galemore received a $2,000 cash advance.

This Office also deposed Mrs. Galemore. Mrs. Galemore testified that she and her husband were planning to use the funds they received from her husband's bonus to make their contribution to the Dole for Senate Committee.

Given the overwhelming weight of the evidence, including their own testimony, the Galemores' claim that they were not reimbursed for the above-described contributions to the Dole for Senate Committee is neither a credible nor reasonable position. According to Birdview's payroll register, there were only three Birdview employees who received bonuses on June 30, 1984. In addition to Mr. Galemore, Steven Small and David Hamilton received them. All of the bonuses were for $3,000. Moreover, all three men received cash advances of $2,000 earlier in the month, the same amount that each of them and their wives contributed to the Dole for Senate Committee. All three employees were listed on the handwritten memorandum prepared by David Hamilton. Messrs Small and Hamilton, both corporate officers, have admitted under oath that they were reimbursed for

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their and their wives' contributions. In addition, Mr. Small stated under oath that Mr. Galemore told him that he and his wife were reimbursed for their contributions to the Dole for Senate Committee by Birdview.

II. **ANALYSIS**

Under 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution. Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided to the contributor by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i). The evidence set forth above demonstrates that Roger Mason made a contribution of $1,000 to the Dole for Senate Committee for which he was reimbursed by Birdview, in violation of 2 U.S.C. § 441f. The testimony of participants other than Mr. Mason, an audit conducted by Birdview's outside auditors, public records, and a wealth of documentary evidence supports this conclusion. No credible evidence exists to support a contrary one. Therefore, the Office of the General Counsel recommends that the Commission find probable cause to believe that Roger Mason violated 2 U.S.C. § 441f.

Additionally, in Advisory Opinion 1986-41, 1 Fed. Election Camp. Fin. Guide [CCH] ¶ 5878, the Commission noted that the prohibitions of section 441f apply to any person. This includes

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"an incorporated or unincorporated entity who gives money to another to effect a contribution in the second person's name." Moreover, pursuant to 11 C.F.R. § 110.4(b)(iii), no person shall knowingly help or assist any person in making a contribution in the name of another. 11 C.F.R. § 110.4(b)(1)(iii). See FEC v. Rodriguez, No. 86-687 Civ-T-10(B) (M.D. Fla. May 5, 1987) (unpublished order denying motion for summary judgment). Also, section 441b of Title 2, prohibits corporations from making contributions and expenditures in connection with federal elections. In prohibiting such corporate involvement in the electoral process, the Act imposes liability on both corporate officers and the corporation itself. 2 U.S.C. § 441b(a). Thus, it is unlawful for any officer of any corporation to consent to any contribution or expenditure by the corporation in connection with any election for any federal office.

The Act also addresses violations of law that are knowing and willful. See 2 U.S.C. §§ 437g(a)(5)(C) and 437g(d). During the House debates on the Conference Report for the 1976 Amendments, Congressman Hays stated that the phrase "knowing and willful" referred "to actions taken with full knowledge of all of the facts and a recognition that the action is prohibited by law." 122 Cong. Rec. H3778 (daily ed. May 3, 1986)(remarks of Congressman Hays). The knowing and willful standard has also been addressed by the courts. In Federal Election Commission v. John A. Dramesi for Congress Committee, 640 F. Supp. 985 (D.N.J. 1986), the court noted that the knowing and willful standard requires knowledge that one is violating the law.

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When Mr. Mason asked his subordinate, Dale Galemore and his wife to make contributions to the Dole for Senate Committee, he told Mr. Galemore that Birdview had already contributed the maximum that it could contribute. Thus, whether or not Mr. Mason knew that corporate contributions were prohibited, he did know that Birdview could not make any contributions to the Dole for Senate Committee. Because Mr. Mason knew that Birdview could not make any further contributions to the Dole Committee, he knew that any subsequent contributions to the committee would have to be sent indirectly, in this instance, through the Galemores.

At the same time Mr. Mason advised Mr. Galemore and his wife to make contributions to the Dole for Senate Committee, he also told Mr. Galemore that he would be receiving a $3,000 bonus.[3] And Mr. Mason went further than just casually requesting that Mr. Galemore and his wife make contributions -- he actually called Mr. Galemore at his home and asked him to bring to Birdview, that evening, contributions from him and his wife for the Dole Committee. At that time, Mr. Galemore asked Mr. Mason if he could receive his bonus before the end of the month; Mr. Galemore received a cash advance covering the amount of the contributions a few days later. Then when the bonus was paid to Mr. Galemore, the $2,000 cash advance was deducted. Mr. Mason's involvement in this circuitous method of making prohibited contributions further demonstrates that the violations of 2 U.S.C. § 441f were

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3. As noted above, both Steven Small and David Hamilton received $3,000 bonuses on the same day as Mr. Galemore. Both of those men testified that the $3,000 bonus was to reimburse them for their contributions to the Dole for Senate Committee.

intentionally used as means to achieve other illegal ends, i.e., the making of contributions by Birdview known by Mr. Mason to be prohibited.

The evidence recounted above, both testimonial and documentary, overwhelmingly demonstrates that Roger Mason consented to Birdview's making corporate contributions in violation of 2 U.S.C. § 441b(a), and had these illegal contributions made in the names of others in violation of 2 U.S.C. § 441f. This Office attempted to depose Mr. Mason, but he exercised his fifth amendment privilege throughout the entire deposition. The fact that Mr. Mason refused to give testimony to the Commission on his own behalf can be used to infer that had he spoken, he would not have negated the Commission's findings that he played a leading and substantial role in Birdview's reimbursement schemes. See Baxter et al. v. Palmigiano, 425 U.S. 308 (1976)(permitting an adverse inference to be drawn from a witness's silence at a civil proceeding is not, on its face, an invalid practice).

While acting as Dale Galemore's supervisor, Mr. Mason pressured his subordinate to make contributions to the Dole for Senate Committee in his and his wife's name, for which Mr. Galemore was reimbursed by Birdview. Thus, the Office of the General Counsel recommends that the Commission find probable cause to believe that Roger Mason knowingly and willfully violated 2 U.S.C. §§ 441b and 441f for assisting Dale Galemore and his wife in making contributions in their own names for which they were reimbursed by Birdview.

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III. GENERAL COUNSEL'S RECOMMENDATION

1. Find probable cause to believe that Roger Mason violated 2 U.S.C. § 441f for making a $1,000 contribution to the Dole for Senate Committee for which he was reimbursed by Birdview Satellite Communications, Inc.

2. Find probable cause to believe that Roger Mason knowingly and willfully violated 2 U.S.C. §§ 441f and 441b for assisting in contributions made by Dale and Cynthia Galemore, in their own names, for which they were reimbursed by Birdview Satellite Communications, Inc.

7/11/96
Date

Lawrence M. Noble
General Counsel

95043682527

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 12, 1991

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Merett Ross
12558 North Petzold
Olathe, Kansas 66061

RE: MUR 2582
Merett Ross

Dear Mrs. Ross:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on February 25, 1988, the Federal Election Commission found reason to believe that you violated 2 U.S.C. § 441f, and instituted an investigation in this matter.

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that a violation has occurred.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

9504368229

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Merett Ross)

GENERAL COUNSEL'S BRIEF

I. STATEMENT OF THE CASE

On February 25, 1988, the Commission found reason to believe that Merett Ross violated 2 U.S.C. § 441f. This violation stemmed from a scheme to reimburse employees of Birdview Satellite Communications, Inc. ("Birdview") and their spouses for contributions made to the political committee of a candidate for federal office. One of these employees was Stanton Ross, the husband of Merett. Birdview was founded by Charles A. "Bud" Ross in 1980, and was incorporated in March of 1981. A publicly traded corporation located in Kansas, Birdview manufactured satellite dishes for televisions.[1] Charles A. Ross, the father of Stanton Ross, was the President and Chairman of the Board of Birdview. Throughout the history of the company, Birdview and Bud Ross were closely identified with one another. At least one corporate officer testified that he understood Birdview to be Bud Ross's company, and that it was to be run the way he wanted it run.

The investigation has shown that Birdview reimbursed its employees and others for political contributions in every year from 1982 through 1985, and that Charles Ross was the primary mover in the various schemes to provide corporate funds to federal

1. Birdview, a Delaware corporation, filed for bankruptcy in Topeka, Kansas on August 18, 1986. The case number is 86-41150-11.

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candidates in the names of others. The majority of prohibited contributions were to the Dole for Senate Committee.

In December of 1983, nine Birdview employees and spouses each contributed $1,000 to the Dole for Senate Committee at the instigation of Charles Ross. These contributions were made in conjunction with a dinner/fundraiser for Senator Dole that was held at the home of Mr. Ross and his wife, Gunilla. Mr. and Mrs. Ross hosted the fundraiser at the request of David C. Owen.

The nine individuals are Edward and Darlene Hackerott, Roger Mason, Robert and Betty Owens, Steven and Sharon Phillips, and Stanton and Merett Ross. All of the men were employees of Birdview. Edward Hackerott and Steven Phillips, both vice presidents of the corporation, freely admitted under oath that they were reimbursed by Birdview. A third vice president, Robert Owens, testified that he sought reimbursement from the corporation for the contributions made by him and his wife, and that a $2,000 payment he received from Birdview might well have been the reimbursement he had sought. Roger Mason exercised his fifth amendment privilege against self incrimination at his deposition.

There are several Birdview documents that shed light on these contributions, including a worksheet prepared by Birdview's outside auditors, Touche Ross & Co. The worksheet concerned Charles Ross' Account Activity for fiscal 1984. Based upon a review of documentary evidence and the testimony of several former Birdview employees, it appears that an advance or "clearing" account was maintained on the general ledger of accounts for use

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by employees, including Charles Ross. Whenever Mr. Ross requested a cash advance, he would receive the advance from this account. Often, the advances were for substantial amounts, and the paperwork failed to indicate the reasons for the advance.

One of the pages of the worksheet prepared by Touche Ross has a handwritten subheading that reads: "Political Donations Various VP's" [sic].[2] Below the subheading is the following handwritten list:

Ed Hackerott	2000.00
Roger Mason	1000.00
Bob Owens	2000.00
Steven Phillips	2000.00
Stan Ross	2000.00
	9000.00

Next to the list is a handwritten note that states:

> Note: These political contributions were made by these VP's [sic] at Bud Ross's request. Birdview reimbursed them for the donations and charged the $9,000 against Bud Ross's advance account. Effect is nil on Birdview books therefore pass further investigation.

The Dole for Senate Committee reported receiving two $1,000 contributions from Stan and Merett Ross on December 16, 1983. This Office conducted depositions of Stanton and Merett Ross on April 20, 1988. In addition, this Office obtained several documents relating to these contributions.

Both Stanton and Merett Ross testified that they made the above-described contributions to the Dole for Senate Committee, and that they attended the dinner party at the home of Charles and Gunilla Ross in December of 1983. Both of them, however, deny

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2. Stanton Ross was an employee, not a vice president, of Birdview. Roger Mason did not become a vice president until after the contributions of December of 1983.

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being reimbursed for the contributions. This Office obtained two $1,000 checks dated December 15, 1983, that were made payable to Dole for Senate and were signed by Stanton and Merett Ross. These checks were drawn on a newly opened checking account, and the checks used did not have the maker's name printed on them. Other documentation includes a filled-out Birdview check request form, requesting a $2,000 check for Stan Ross that was needed by December 22, 1983. This request was made by David Hamilton, the Vice President of Finance; the purported reason was for a travel advance. Birdview check number 7712, dated December 22, 1983, in the amount of $2,000, was prepared for Stanton Ross in response to this request.

Stanton Ross testified that he and his then fiancee, Merett Tarpley, made $1,000 contributions to Dole for Senate because Senator Dole was good for the satellite industry. He maintained that his and Merett's contributions were not coerced, and that they both made independent decisions to make the contributions. He testified that he never discussed, nor did he ever receive, reimbursement from Birdview for these contributions.

Mr. Ross testified that the $2,000 he received from Birdview on or about December 22, 1983, was unrelated to his and Merett's contributions to Dole for Senate of one week earlier. Under questioning, Mr. Ross testified that the $2,000 payment was for a travel advance, although he was unable to do more than generally speculate as to the particular travel for which the advance had purportedly been made.

The testimony of Merett Ross concerning her contribution was

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confused. She indicated that she and Stanton Ross were not married until February 4, 1984, several weeks following the contributions in question, and was unable to explain why she hadn't signed her maiden name to the check. She testified that she could not recall the details of the contribution, but did remember attending the dinner party at the home of Charles and Gunilla Ross that was also attended by Senator Dole.

In light of the aforementioned evidence, the testimony of Stanton and Merett Ross is not credible. The Touche Ross document indicates that Mr. Ross was reimbursed $2,000 for political contributions made at the request of Charles Ross, his father. Edward Hackerott, Steven Phillips, and Robert Owens, all former Birdview officers, have all testified that the contributions they and their wives made to Dole for Senate were related to their positions at Birdview. Their contributions were all made on or about December 16, 1983 in response to instructions from either Charles Ross or a fellow Birdview officer. All the contributions were in the amount of $1,000, or $2,000 per couple. All of the men were employees of Birdview; all were reimbursed by Birdview by checks in the amount of $2,000 dated December 21, or 22, 1983; all these checks were from the same Birdview account.

Stanton and Merett Ross (nee Tarpley) made contributions of $1,000 each to Dole for Senate on or about December 16, 1983, as did the three couples described above. Stanton Ross received a $2,000 payment from Birdview approximately one week later, as did the other Birdview employees, described above. The pattern is precisely the same in the case of Stanton and Merett Ross, and is

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wholly consistent with the Touche Ross description as to the reimbursed political contributions to Edward Hackerott, Steven Phillips, Robert Owens and Roger Mason.

II. ANALYSIS

Under 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution. The evidence set forth above demonstrates that Merett Ross made a contribution of$1,000 to the Dole for Senate Committee for which she was reimbursed by Birdview. The testimony of participants other than Merett Ross, an audit conducted by Birdview's outside auditors, public records, and a wealth of documentary evidence supports this conclusion. No credible evidence exists to support a contrary one.

Accordingly, the Office of the General Counsel recommends that the Commission find probable cause to believe that Merett Ross violated 2 U.S.C.§ 441f.

III. GENERAL COUNSEL'S RECOMMENDATION

Find probable cause to believe that Merett Ross violated 2 U.S.C. § 441f.

7/11/91
Date

Lawrence M. Noble
General Counsel

9504368255

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 12, 1991

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Stanton E. Ross
12558 North Petzold
Olathe, Kansas 66061

RE: MUR 2582
Stanton E. Ross

Dear Mr. Ross:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on February 25, 1988, the Federal Election Commission found reason to believe that you violated 2 U.S.C. § 441f, and instituted an investigation in this matter.

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that a violation has occurred.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

9504308825 37

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Stanton Ross)

GENERAL COUNSEL'S BRIEF

I. STATEMENT OF THE CASE

On February 25, 1988, the Commission found reason to believe that Stanton Ross violated 2 U.S.C. § 441f. This violation stemmed from a scheme to reimburse employees of Birdview Satellite Communications, Inc. ("Birdview") and their spouses for contributions made to the political committee of a candidate for federal office. Birdview was founded by Charles A. "Bud" Ross in 1980, and was incorporated in March of 1981. A publicly traded corporation located in Kansas, Birdview manufactured satellite dishes for televisions.[1] Charles A. Ross, the father of Stanton Ross, was the President and Chairman of the Board of Birdview. Throughout the history of the company, Birdview and Bud Ross were closely identified with one another. At least one corporate officer testified that he understood Birdview to be Bud Ross's company, and that it was to be run the way he wanted it run.

The investigation has shown that Birdview reimbursed its employees and others for political contributions in every year from 1982 through 1985, and that Charles Ross was the primary mover in the various schemes to provide corporate funds to federal candidates in the names of others. The majority of prohibited

1. Birdview, a Delaware corporation, filed for bankruptcy in Topeka, Kansas on August 18, 1986. The case number is 86-41150-11.

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contributions were to the Dole for Senate Committee.

In December of 1983, nine Birdview employees and spouses each contributed $1,000 to the Dole for Senate Committee at the instigation of Charles Ross. These contributions were made in conjunction with a dinner/fundraiser for Senator Dole that was held at the home of Mr. Ross and his wife, Gunilla. Mr. and Mrs. Ross hosted the fundraiser at the request of David C. Owen.

The nine individuals are Edward and Darlene Hackerott, Roger Mason, Robert and Betty Owens, Steven and Sharon Phillips, and Stanton and Merett Ross. All of the men were employees of Birdview. Edward Hackerott and Steven Phillips, both vice presidents of the corporation, freely admitted under oath that they were reimbursed by Birdview. A third vice president, Robert Owens, testified that he sought reimbursement from the corporation for the contributions made by him and his wife, and that a $2,000 payment he received from Birdview might well have been the reimbursement he had sought. Roger Mason exercised his fifth amendment privilege against self incrimination at his deposition.

There are several Birdview documents that shed light on these contributions, including a worksheet prepared by Birdview's outside auditors, Touche Ross & Co. The worksheet concerned Charles Ross' Account Activity for fiscal 1984. Based upon a review of documentary evidence and the testimony of several former Birdview employees, it appears that an advance or "clearing" account was maintained on the general ledger of accounts for use by employees, including Charles Ross. Whenever Mr. Ross requested

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a cash advance, he would receive the advance from this account. Often, the advances were for substantial amounts, and the paperwork failed to indicate the reasons for the advance.

One of the pages of the worksheet prepared by Touche Ross has a handwritten subheading that reads: "Political Donations Various VP's" [sic].[2] Below the subheading is the following handwritten list:

Ed Hackerott	2000.00
Roger Mason	1000.00
Bob Owens	2000.00
Steven Phillips	2000.00
Stan Ross	2000.00
	9000.00

Next to the list is a handwritten note that states:

> Note: These political contributions were made by these VP's [sic] at Bud Ross's request. Birdview reimbursed them for the donations and charged the $9,000 against Bud Ross's advance account. Effect is nil on Birdview books therefore pass further investigation.

The Dole for Senate Committee reported receiving two $1,000 contributions from Stan and Merett Ross on December 16, 1983. Stanton Ross was an employee at Birdview, and Merett Ross is his wife. This Office conducted depositions of Stanton and Merett Ross on April 20, 1988. In addition, this Office obtained several documents relating to these contributions.

Both Stanton and Merett Ross testified that they made the above-described contributions to the Dole for Senate Committee, and that they attended the dinner party at the home of Charles and Gunilla Ross in December of 1983. Both of them, however, deny

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2. Stanton Ross was an employee, not a vice president, of Birdview. Roger Mason did not become a vice president until after the contributions of December of 1983.

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being reimbursed for the contributions. This Office obtained two $1,000 checks dated December 15, 1983, that were made payable to Dole for Senate and were signed by Stanton and Merett Ross. These checks were drawn on a newly opened checking account, and the checks used did not have the maker's name printed on them. Other documentation includes a filled-out Birdview check request form, requesting a $2,000 check for Stan Ross that was needed by December 22, 1983. This request was made by David Hamilton, the Vice President of Finance; the purported reason was for a travel advance. Birdview check number 7712, dated December 22, 1983, in the amount of $2,000, was prepared for Stanton Ross in response to this request.

Stanton Ross testified that he and his then fiancee, Merett Tarpley, made $1,000 contributions to Dole for Senate because Senator Dole was good for the satellite industry. He maintained that his and Merett's contributions were not coerced, and that they both made independent decisions to make the contributions. He testified that he never discussed, nor did he ever receive, reimbursement from Birdview for these contributions.

Mr. Ross testified that the $2,000 he received from Birdview on or about December 22, 1983, was unrelated to his and Merett's contributions to Dole for Senate of one week earlier. Under questioning, Mr. Ross testified that the $2,000 payment was for a travel advance, although he was unable to do more than generally speculate as to the particular travel for which the advance had purportedly been made.

The testimony of Merett Ross concerning her contribution was

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confused. She indicated that she and Stanton Ross were not married until February 4, 1984, several weeks following the contributions in question, and was unable to explain why she hadn't signed her maiden name to the check. She testified that she could not recall the details of the contribution, but did remember attending the dinner party at the home of Charles and Gunilla Ross that was also attended by Senator Dole.

In light of the aforementioned evidence, the testimony of Stanton and Merett Ross is not credible. The Touche Ross document indicates that Mr. Ross was reimbursed $2,000 for political contributions made at the request of Charles Ross, his father. Edward Hackerott, Steven Phillips, and Robert Owens, all former Birdview officers, have all testified that the contributions they and their wives made to Dole for Senate were related to their positions at Birdview. Their contributions were all made on or about December 16, 1983 in response to instructions from either Charles Ross or a fellow Birdview officer. All the contributions were in the amount of $1,000, or $2,000 per couple. All of the men were employees of Birdview; all were reimbursed by Birdview by checks in the amount of $2,000 dated December 21, or 22, 1983; all these checks were from the same Birdview account.

Stanton and Merett Ross (nee Tarpley) made contributions of $1,000 each to Dole for Senate on or about December 16, 1983, as did the three couples described above. Stanton Ross received a $2,000 payment from Birdview approximately one week later, as did the other Birdview employees, described above. The pattern is precisely the same in the case of Stanton and Merett Ross, and is

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wholly consistent with the Touche Ross description as to the reimbursed political contributions to Edward Hackerott, Steven Phillips, Robert Owens and Roger Mason.

II. **ANALYSIS**

Under 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution. The evidence set forth above demonstrates that Stanton Ross made a contribution of $1,000 to the Dole for Senate Committee for which he was reimbursed by Birdview. The testimony of participants other than Stanton Ross, an audit conducted by Birdview's outside auditors, public records, and a wealth of documentary evidence supports this conclusion. No credible evidence exists to support a contrary one.

Accordingly, the Office of the General Counsel recommends that the Commission find probable cause to believe that Stanton Ross violated 2 U.S.C.§ 441f.

III. **GENERAL COUNSEL'S RECOMMENDATION**

Find probable cause to believe that Stanton Ross violated 2 U.S.C. § 441f.

7/11/91
Date

Lawrence M. Noble
General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 12, 1991

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Randall D. Crawford, Esquire
5950 North Oak
Suite 202
Kansas City, Missouri 64118

RE: MUR 2582
Cynthia Galemore

Dear Mr. Crawford:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on February 25, 1988, the Federal Election Commission found reason to believe that your client violated 2 U.S.C. § 441f, and instituted an investigation in this matter.

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that a violation has occurred.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Cynthia Galemore) MUR 2582

GENERAL COUNSEL'S BRIEF

I. STATEMENT OF THE CASE

On February 25, 1988, the Commission found reason to believe that Cynthia Galemore violated 2 U.S.C. § 441f. This violation stemmed from a scheme to reimburse employees of Birdview Satellite Communications, Inc. ("Birdview") and their spouses for contributions made to the political committee of a candidate for federal office. Birdview was founded by Charles A. "Bud" Ross in 1980, and was incorporated in March of 1981. A publicly traded corporation located in Kansas, Birdview manufactured satellite dishes for televisions.[1] Charles A. Ross was the President and Chairman of the Board of Birdview. Throughout the history of the company, Birdview and Bud Ross were closely identified with one another. Corporate officers and employees understood Birdview to be his company, and that it was to be run the way he wanted it run.

The investigation has shown that Birdview reimbursed its employees and others for political contributions in every year from 1982 through 1985, and that Charles Ross was the primary mover in the various schemes to provide corporate funds to federal candidates in the names of others. The majority of

1. Birdview, a Delaware corporation, filed for bankruptcy in Topeka, Kansas on August 18, 1986. The case number is 86-41150-11.

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contributions were to the Dole for Senate Committee.

In June of 1984, six contributions of $1,000 each were made to the Dole for Senate Committee by three Birdview employees and their spouses. The contributions were made in the names of Dale and Cynthia Galemore, David and Martha Hamilton, and Steven and Joy Small. All of the men were employees of Birdview when these contributions were made, and David Hamilton and Steven Small were both Birdview Vice Presidents. Steven Small and David Hamilton admitted that they were reimbursed at their depositions. Cynthia and Dale Galemore testified that they did not feel that they were reimbursed per se, but acknowledged that they were pressured to contribute and that they received payments from Birdview that allowed them to cover the contributions.

The contributions that were made by Birdview employees in June of 1984 were reimbursed through a somewhat complicated accounting method. The contributors were initially given a cash advance to cover the amount of the check. Then they were given a bonus that was equal to the amount of the contributions, plus the additional taxes and standard deductions that would have to be paid on the contribution amount. When the bonuses were paid, the taxes, standard deductions, and the cash advance itself were all subtracted, leaving a small amount, $49, for each employee who was reimbursed.

A handwritten memorandum, and Birdview payroll records from June of 1984 shed light on this second contribution and reimbursement scheme involving the Dole for Senate Committee. Dale Galemore, David Hamilton, and Steven Small each received a

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$2,000 cash advance in the middle of June of 1984; at the end of June, each of them also received a $3,000 bonus. Each bonus came to $2,049 after taxes and other standard deductions; from this amount the $2,000 cash advance was subtracted, leaving a net bonus of $49. Both David Hamilton and Steven Small admitted that the bonuses they received were designed to reimburse them for their contributions and those of their spouses to the Dole for Senate Committee. They also testified that Charles Ross had solicited the contributions from them.

The handwritten memorandum appears to be notes on how Birdview's payroll department should record the cash advances and bonuses. Part of this memorandum was written by David Hamilton, Birdview's Vice President Of Finance. This portion consisted of three columns of names and numbers. The other portion of the memorandum appears to have been written by one of the bookkeepers who worked for Mr. Hamilton. The memo, which contains arrows, initials, and other markings, reads, in part, as follows:

	170-02	ded	B
S. Small	2,000		3,000
D. Galemore	2,000		3,000
D. Hamilton	2,000		3,000

6/30/84 P/R_2 entered as 2nd check - Bonus less $2,000.00 adjustment.

The Dole for Senate Committee reported receiving two $1,000 contributions from Dale and Cynthia Galemore on July 23, 1984. In 1984, Dale Galemore was an employee of Birdview. In addition

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2. Testimony has confirmed the following: on Birdview's general ledger, the advance account was 170-02; "ded" refers to deductions; "B" to bonus; and "P/R" to payroll.

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to the memorandum described above, this Office has obtained several documents concerning the Galemores' contributions to the Dole for Senate Committee. Moreover, this Office deposed Dale and Cynthia Galemore on March 29, 1988.

Dale Galemore testified that he made a $1,000 contribution to the Dole for Senate Committee, but that he was not reimbursed. In early June 1984, Mr. Galemore had a conversation with his supervisor, Roger Mason. At that time, Mr. Mason was Vice President of Purchasing. During the conversation, Mr. Mason informed Mr. Galemore that Mr. Galemore would be receiving a $3,000 bonus because of his job performance. The conversation also covered politics, and Mr. Mason suggested that Mr. Galemore should vote for and financially support Senator Dole. Mr. Galemore asked Mr. Mason why Birdview was not making a contribution to Senator Dole. In response, Mr. Mason purportedly stated that Birdview had already contributed the maximum that a corporation could contribute, and that Birdview was encouraging its employees and others in the satellite industry to contribute and support the Dole campaign. Mr. Mason is also said to have informed Mr. Galemore that both Mr. Galemore and his wife, Cynthia Galemore, could each contribute up to $1,000. The conversation lasted a total of approximately 20 minutes. Mr. Galemore testified that he still would have contributed to the Dole campaign if he had not received the bonus, but he was not sure how much he would have contributed under those circumstances.

On June 11, about 10 or 12 days after the conversation

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between Roger Mason and Dale Galemore, Roger Mason telephoned Dale Galemore at his home after working hours concerning the Dole for Senate Committee. Mr. Mason requested that Mr. Galemore come to Birdview that evening with contributions for the Dole for Senate Committee from Dale and Cynthia Galemore. Mr. Galemore complied with this request by his supervisor. When Mr. Galemore arrived at Birdview, he asked if he could get the bonus before the end of the month. Mr. Mason said he would see what he could do about it. A few days later, on June 15, Mr. Galemore received a $2,000 cash advance.

This Office also deposed Cynthia Galemore. Mrs. Galemore testified that she and her husband were planning to use the funds they received from her husband's bonus to make their contributions to the Dole for Senate Committee.

Dale and Cynthia Galemore each signed a personal check on their joint checking account for $1,000 that was payable to Dole for Senate. These were check numbers 534 and 535, both of which were dated June 11, 1984. According to Mr. Galemore's pay check stub dated June 29, 1984, he received a $3,000 bonus less a $2,000 adjustment for the pay period from June 16 to June 30, 1984. The net amount of the bonus was $49 after all standard deductions and the cash advance repayment were subtracted.

Given the overwhelming weight of the evidence, including their own testimony, the Galemores' claim that they were not reimbursed for the above-described contributions to the Dole for Senate Committee is neither a credible nor reasonable position. According to Birdview's payroll register, there were only three

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Birdview employees who received bonuses on June 30, 1984. In addition to Mr. Galemore, Messrs. Small and Hamilton received them. All of the bonuses were for $3,000. Moreover, all three men received cash advances of $2,000 earlier in the month, the same amount that each of them and their wives contributed to the Dole for Senate Committee. All three employees were listed on the handwritten memorandum prepared by David Hamilton. Two of the employees, both corporate officers, have admitted under oath that they were reimbursed for their and their wives' contributions. In addition, one Birdview officer stated under oath that Dale Galemore told him that he and his wife, Cynthia Galemore, were reimbursed for their contributions to the Dole for Senate Committee by Birdview. The evidence is both clear and consistent that each of the above-described 1984 contributions totalling $6,000 was made by Birdview employees and their spouses pursuant to a corporate plan, and that the Galemores were reimbursed by Birdview, as were the Smalls and the Hamiltons.

II. **ANALYSIS**

Under 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution. The evidence set forth above demonstrates that Cynthia Galemore made a contribution of $1,000 to the Dole for Senate Committee for which she was reimbursed by Birdview. The testimony of the participants, the public record, and other documentary evidence support this conclusion. No credible evidence exists to support a different one.

Accordingly, the Office of the General Counsel recommends

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that the Commission find probable cause to believe that Cynthia Galemore violated 2 U.S.C. § 441f.

III. **GENERAL COUNSEL'S RECOMMENDATION**

Find probable cause to believe that Cynthia Galemore violated 2 U.S.C. § 441f.

7/4/91
Date

Lawrence M. Noble
General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 12, 1991

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

John H. Calvert, Esquire
Lathrop Koontz & Norquist
2600 Mutual Benefit Life Building
2345 Grand Avenue
Kansas City, Missouri 64108

RE: MUR 2582
David K. Hamilton

Dear Mr. Calvert:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on February 25, 1988, the Federal Election Commission found reason to believe that your client violated 2 U.S.C. §§ 441b and 441f, and instituted an investigation in this matter.

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that your client knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
David K. Hamilton	)	MUR 2582

GENERAL COUNSEL'S BRIEF

I. STATEMENT OF THE CASE

On February 25, 1988, the Commission found reason to believe that David Hamilton violated 2 U.S.C. §§ 441b and 441f. This violation stemmed from a scheme to reimburse employees of Birdview Satellite Communications, Inc. ("Birdview") and their spouses for contributions made to the political committee of a candidate for federal office. Birdview was founded by Charles A. "Bud" Ross in 1980, and was incorporated in March of 1981. A publicly traded corporation located in Kansas, Birdview manufactured satellite dishes for televisions.[1] Charles A. Ross was the President and Chairman of the Board of Birdview. At least one corporate officer testified that he understood Birdview to be Bud Ross's company, and that it was to be run the way he wanted it run.

The investigation has shown that Birdview reimbursed its employees and others for political contributions in every year from 1982 through 1985, and that Charles Ross was the primary mover in the various schemes to provide corporate funds to federal candidates in the names of others. The majority of contributions were to the Dole for Senate Committee. Birdview

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1. Birdview, a Delaware corporation, filed for bankruptcy in Topeka, Kansas on August 18, 1986. The case number is 86-41150-11.

also reimbursed individuals for earmarked contributions made through the National Republican Senatorial Committee ("NRSC").

A. David Hamilton's own reimbursed contribution

In June of 1984, six contributions of $1,000 each were made to the Dole for Senate Committee by three Birdview employees and their spouses. The contributions were made in the names of David Hamilton and his wife, Martha Hamilton, as well as Dale and Cynthia Galemore, and Steven and Joy Small. All of the men were employees of Birdview when these contributions were made, and David Hamilton and Steven Small were both Birdview Vice Presidents. David Hamilton and Steven Small admitted that they were reimbursed at their depositions. Dale Galemore and his wife, Cynthia, testified that they did not feel that they were reimbursed per se, but acknowledged that they were pressured to contribute and that they received payments from Birdview that allowed them to cover the contributions.

The Birdview employees who made contributions in June of 1984 were reimbursed through a somewhat complicated accounting method. The contributors were initially given a cash advance to cover the amount of the contribution checks. Then they were given a bonus that was equal to the amount of the contributions, plus the additional taxes and standard deductions that would have to be paid on the contribution amount. When the bonuses were paid, the taxes, standard deductions, and the cash advance itself were all subtracted, leaving a small amount, $49, for each employee who was reimbursed.

A handwritten memorandum, and Birdview payroll records from

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June of 1984 shed light on this contribution and reimbursement scheme involving the Dole for Senate Committee. Dale Galemore, David Hamilton, and Steven Small each received a $2,000 cash advance in the middle of June of 1984; on June 30, each of them also received a $3,000 bonus. Each bonus came to $2,049 after taxes and other standard deductions; from this amount the $2,000 cash advance was subtracted, leaving a net bonus of $49. Both David Hamilton and Steven Small admitted that the bonuses they received were designed to reimburse them for their contributions and those of their spouses to the Dole for Senate Committee. They also testified that Charles Ross had solicited the contributions from them.

The handwritten memorandum appears to be notes on how Birdview's payroll department should record the cash advances and bonuses. Part of this memorandum was written by David Hamilton, Birdview's Vice President Of Finance. This portion consisted of three columns of names and numbers. The other portion of the memorandum appears to have been written by one of the bookkeepers who worked for Mr. Hamilton. The memo, which contains arrows, initials, and other markings, reads, in part, as follows:

	170-02	ded	B
S. Small	2,000		3,000
D. Galemore	2,000		3,000
D. Hamilton	2,000		3,000

6/30/84 P/R_2 entered as 2nd check - Bonus less $2,000.00 adjustment.

The Dole for Senate Committee reported receiving two $1,000

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2. Testimony has confirmed the following: on Birdview's general ledger, the advance account was 170-02; "ded" refers to deductions; "B" to bonus; and "P/R" to payroll.

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contributions from David and Martha Hamilton on July 23, 1984. At that time, Mr. Hamilton was Birdview's Vice President of Finance. His duties included supervising the payroll department. Mr. Hamilton's immediate supervisor was Charles Ross. In June of 1984, Mr. Hamilton also became Assistant Secretary of Birdview. This Office has obtained several documents concerning the Hamiltons' contributions, aside from the handwritten memorandum and payroll register, discussed above. This Office deposed Mr. Hamilton on March 28 and May 9, 1988.

In June of 1984, both Mr. and Mrs. Hamilton each made $1,000 contributions to the Dole for Senate Committee. Mr. Hamilton testified that Charles Ross approached him and asked that he and his wife each make $1,000 contributions to the Dole for Senate Committee. He made the contribution because he thought it would help Birdview. Mr. Hamilton also testified that his wife made her contribution at his direction.

On June 14, 1984, Mr. Hamilton filled out a "check request" form for a $2,000 cash advance. Subsequent to filling out the form, Mr. Hamilton received an advance of $2,000 that he and his wife deposited into their joint checking account in order to cover their contributions to the Dole for Senate Committee. On June 30, 1984, Mr. Hamilton received a $3,000 bonus from Birdview, which came to $2,049 after taxes. The $2,000 cash advance was deducted from the amount of the bonus. Thus, Mr. Hamilton received a net bonus of $49 after all the deductions were taken on June 30, 1984. Mr. Hamilton testified that the purpose of the $3,000 bonus was to reimburse him and his wife for

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the contributions they made to the Dole for Senate Committee.

B. David Hamilton's role in Birdview's reimbursing others

In addition to playing a role in requesting that his own contribution be reimbursed by Birdview, Mr. Hamilton also was actively involved in Birdview's reimbursement of others for political contributions.

1. June 1984 contributions

As noted above, in June of 1984, two other Birdview employees and their spouses made $1,000 contributions to the Dole for Senate Committee. The Dole for Senate Committee reported receiving $1,000 contributions each from Steven and Joy Small, and Dale and Cynthia Galemore, on July 23, 1984. Both Mr. Small and Mr. Galemore were reimbursed by Birdview for their contributions to the Dole for Senate Committee. Messrs Small and Galemore were reimbursed through the same complicated accounting method used to reimburse Mr. Hamilton; each received a $2,000 cash advance; each then received a $3,000 bonus; when the bonuses were paid, the taxes, standard deductions, and the cash advance itself were all subtracted, leaving a $49 bonus.

Mr. Small testified that he and his wife made the contributions to the Dole for Senate Committee at the request of Charles Ross. He also stated that he met with Mr. Hamilton in order to determine the amount of the bonus needed to fully reimburse the $2,000 in contributions after taxes. Mr. Hamilton testified that he does not recall this meeting, but acknowledged that it could have occurred and that the handwritten memorandum described above, listing the bonuses and advances to Mr. Small,

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Mr. Galemore and himself, was written by him. Mr. Small also testified that he had spoken to Dale Galemore in 1988, after the reimbursement scheme was discussed in a Kansas City newspaper, and that Mr. Galemore had told him that Mr. Galemore and his wife had also been reimbursed by Birdview.

In advance of the June 1984 reimbursements by Birdview, Mr. Hamilton calculated that bonuses of $3,000 each were necessary to fully reimburse each couple for their contributions to the Dole for Senate Committee. Mr. Hamilton also arranged for cash advances of $2,000 each to be paid to Steven Small and Dale Galemore before each received the $3,000 bonus. Therefore, he clearly had an active role in the 1984 reimbursements.

2. 1983 contributions

In December of 1983, a number of Birdview employees and spouses contributed $1,000 to the Dole for Senate Committee at the instigation of Charles Ross. These contributions were made in conjunction with a dinner/fundraiser for Senator Dole that was held at the home of Mr. Ross and his wife, Gunilla.

Three of the Birdview employees who made $1,000 contribution to the Dole for Senate Committee were Robert Owens, Stanton Ross, and Roger Mason. Mr. Owens's wife, Betty, and Mr. Ross's wife, Merett, also made $1,000 contributions to the Dole for Senate Committee. The Birdview employees were reimbursed by Birdview for their own and their spouses' contributions by being given a cash advance covering the amount of the contributions. These cash advances were never paid back by the employees.

Robert and Betty Owens each made a $1,000 contribution to

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the Dole for Senate Committee on checks dated December 14, 1983. An internal check request form was filled out and approved by David Hamilton. This form requested a $2,000 check for Bob Owens that was needed by December 22, 1983; the reason was purported to be a "Special Expense Advance." Birdview issued a check in the amount of $2,000 to Robert Owens on December 22, 1983. A deposit slip for the Owenses' joint checking account includes a $2,000 item deposited on January 3, 1984.

According to Mr. Owen's deposition testimony, he was informed that Charles Ross wanted him and other Birdview employees to make contributions to Dole for Senate; he was told that he and his wife each had to contribute $1,000 to the campaign; he felt that he had no choice but to contribute; and he gave his and his wife's contributions to a Birdview officer or employee to deliver to the Dole for Senate Committee. Mr. Owens was angry about being told to make the contribution, and was concerned that the $2,000 would have to be paid by him and him wife. He wanted to be reimbursed and sought out David Hamilton to discuss possible reimbursement. Mr. Owens testified that he and Mr. Hamilton discussed reimbursement and the fact that a number of Birdview employees were being told to make contributions to Dole for Senate. Mr. Owens testified that he did not recall if Mr. Hamilton assured him that there would be reimbursement. Subsequently, however, Mr. Owens was reimbursed $2,000 for his and his wife's contributions by the Birdview check described above that was dated December 22, 1983.

Stanton Ross, the son of Charles Ross, and his then-fiancee

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Merett Ross (nee Tarpley), each made a $1,000 contribution to the Dole for Senate Committee on checks dated December 15, 1983. David Hamilton filled out a Birdview check request form requesting a $2,000 check for Stan Ross that was needed by December 22, 1983. A Birdview check number 7712, dated December 22, 1983, in the amount of $2,000 was prepared for Stanton Ross in response to this request.

Roger Mason made a $1,000 contribution to the Dole for Senate Committee on a check dated December 13, 1983. An internal check request form for Birdview requested a $1,000 check for Roger Mason that was needed on December 22, 1983. The reason for the request was a "special expense advance." The request was approved by David Hamilton. A check, number 7719, drawn on Birdview's checking account in the amount of $1,000, was made payable to Roger Mason; it was dated December 22, 1983.

Mr. Hamilton was involved in $5,000 of the 1983 reimbursements by Birdview. He was the one who requested the special cash advances for Roger Mason, Bob Owens, and Stan Ross. Mr. Owens even sought out Mr. Hamilton to discuss reimbursement and while Mr. Owens does not recall whether Mr. Hamilton assured reimbursement, Mr. Owens was subsequently reimbursed.

3. <u>David Owens' contribution</u>

David C. Owen received $10,000 from Birdview in September 1984, that was intended to be a contribution to the Republican Senatorial Trust, a fundraising project of the National Republican Senatorial Committee ("NRSC"). Mr. Owen was a consultant to Birdview and President of the Dole for Senate

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Committee, Inc. in 1984. Mr. Owen was deposed by representatives of this Office on February 28, 1989. On September 12, 1984, Birdview issued check number 15320, which was for $10,000; the payees were the Senatorial Trust and David Owen. The Birdview check was signed by David Hamilton and Doris Dettweiler, Birdview's Controller. Mr. Owen testified that he endorsed both of the payees' names on the reverse of the check, and deposited the check into the "David C. Owen - Special Account" at Stanley Bank in Stanley, Kansas.

In his testimony, David Owen acknowledged that he negotiated with Charles Ross to have Birdview pay for his membership in the Republican Senatorial Trust, and that he ultimately obtained and used Birdview funds to make corporate contributions of $10,000 in his name through the NRSC. Mr. Owen signed a conciliation agreement admitting that he knowingly and willfully violated the Federal Election Campaign Act of 1971, as amended, and that he was reimbursed by Birdview for the $10,000 contribution he made to nine senatorial campaigns that were earmarked through the NRSC.

Mr. Hamilton wrote the check to David Owen to be used to make contributions by Birdview in Mr. Owen's name. At the time the check was written in 1984, Mr. Owen knew that contributions by Birdview were prohibited.

II. ANALYSIS

Section 441b of Title 2, prohibits corporations from making contributions and expenditures in connection with federal elections. In prohibiting such corporate involvement in the

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electoral process, the Act imposes liability on both corporate officers and the corporation itself. 2 U.S.C. § 441b(a). It is also unlawful for any officer of any corporation to consent to any contribution or expenditure by the corporation in connection with any election for any federal office.

Pursuant to 2 U.S.C. § 441f, "[N]o person shall make a contribution in the name of another or knowingly permit his name to be used to effect such a contribution, and no person shall knowingly accept a contribution made by one person in the name of another person." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided to the contributor by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i). In Advisory Opinion 1986-41, 1 Fed. Election Camp. Fin. Guide [CCH] ¶ 5878, the Commission noted that the prohibitions of section 441f apply to any person. This includes "an incorporated or unincorporated entity who gives money to another to effect a contribution in the second person's name." Moreover, pursuant to 11 C.F.R. § 110.4(b)(iii), no person shall knowingly help or assist any person in making a contribution in the name of another. 11 C.F.R. § 110.4(b)(1)(iii). See FEC v. Rodriguez, No. 86-687 Civ-T-10(B) (M.D. Fla. May 5, 1987)(unpublished order denying motion for summary judgment).

David K. Hamilton admits that he made a contribution of $1,000 to the Dole for Senate Committee for which he was

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reimbursed by Birdview. Not only was Mr. Hamilton reimbursed, he played a central role in Birdview's reimbursement of his own contribution, as well as political contributions made by other Birdview employees and their spouses, in his capacity as Vice President of Finance. The evidence set out above shows that Mr. Hamilton was heavily involved in the 1984 contributions. He arranged for payments from Birdview to himself, Steven Small, Dale Galemore, and their respective spouses for contributions made by them to the Dole for Senate Committee in June of 1984. In advance of the reimbursements, Mr. Hamilton calculated that bonuses of $3,000 each were necessary to fully reimburse each couple for their contributions. On June 11, 1984, Mr. Hamilton arranged for cash advances of $2,000 each to be paid to Messrs Small and Galemore. Mr. Small and Mr. Galemore used these advances to make contributions to the Dole for Senate Committee in their names and in the names of their spouses. Both men later received $3,000 bonuses from Birdview which came to $2,049 after taxes. Two thousand dollars from each bonus went to retire the cash advances that had been received earlier so that the contributions could be made.

Mr. Hamilton was also involved in most of the 1983 contributions. In December of 1983, Mr. Hamilton filled out and approved check request forms for Robert Owens and his wife, and Roger Mason. Mr. Owens received a $2,000 "special expense advance" and Mr. Mason received a $1,000 "special expense advance." These "special expense advances" were designed to reimburse Robert Owens and his wife, and Roger Mason for the

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contributions each had made earlier in December to the Dole for Senate Committee. Also in December of 1983, Mr. Hamilton requested that a $2,000 check be prepared for Stanton Ross. Mr. Ross received a $2,000 "travel advance" which was designed to reimburse Mr. Ross and his fiancee for the contributions they made earlier in December to the Dole for Senate Committee.

Finally, Mr. Hamilton signed a $10,000 check drawn on the account of Birdview that was made payable to "The Senatorial Trust and David Owen." The purpose of the check was to make a $10,000 contribution to the Republican Senatorial Trust, a project of the NRSC.

Through his active role in obtaining a total of $21,000 in reimbursements for himself and others, Mr. Hamilton consented to Birdview's making political contributions, in violation of 2 U.S.C. § 441b. Additionally, Mr. Hamilton knowingly permitted his own name to be used by Birdview to make a contribution, and knowingly assisted other Birdview employees in making contributions in their own names for which they were reimbursed by Birdview, in violation of 2 U.S.C. § 441f.

The Act also addresses violations of law that are knowing and willful. See 2 U.S.C. §§ 437g(a)(5)(C) and 437g(d). During the House debates on the Conference Report for the 1976 Amendments, Congressman Hays stated that the phrase "knowing and willful" referred "to actions taken with full knowledge of all of the facts and a recognition that the action is prohibited by law." 122 Cong. Rec. H3778 (daily ed. May 3, 1986)(remarks of Congressman Hays). The knowing and willful standard has also

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been addressed by the courts. In Federal Election Commission v. John A. Dramesi for Congress Committee, 640 F. Supp. 985 (D.N.J. 1986), the court noted that the knowing and willful standard requires knowledge that one is violating the law.

Mr. Hamilton was actively involved in creating the plan for the 1984 reimbursements by Birdview to Steven Small, Dale Galemore, and Mr. Hamilton himself. He admitted that the memorandum setting out the plan was in his own handwriting. To have been involved in creating such a detailed reimbursement scheme indicates that Mr. Hamilton had knowledge that Birdview's reimbursement of employees for political contributions was prohibited by law. Thus, his role in Birdview's making contributions in his own name and in the names of other Birdview employees was carried with the knowledge that the law was being violated. Therefore, the Office of the General Counsel recommends that the Commission find probable cause to believe that David K. Hamilton knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

III. GENERAL COUNSEL'S RECOMMENDATIONS

Find probable cause to believe that David K. Hamilton knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

7/11/91
Date

Lawrence M. Noble
General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 12, 1991

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Randall D. Crawford, Esquire
5950 North Oak
Suite 202
Kansas City, Missouri 64118

RE: MUR 2582
Dale Galemore

Dear Mr. Crawford:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on February 25, 1988, the Federal Election Commission found reason to believe that your client violated 2 U.S.C. § 441f, and instituted an investigation in this matter.

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that a violation has occurred.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Dale Galemore) MUR 2582

GENERAL COUNSEL'S BRIEF

I. STATEMENT OF THE CASE

On February 25, 1988, the Commission found reason to believe that Dale Galemore violated 2 U.S.C. § 441f. This violation stemmed from a scheme to reimburse employees of Birdview Satellite Communications, Inc. ("Birdview") and their spouses for contributions made to the political committee of a candidate for federal office. Birdview was founded by Charles A. "Bud" Ross in 1980, and was incorporated in March of 1981. A publicly traded corporation located in Kansas, Birdview manufactured satellite dishes for televisions.[1] Charles A. Ross was the President and Chairman of the Board of Birdview. Throughout the history of the company, Birdview and Bud Ross were closely identified with one another. At least one corporate officer testified that he understood Birdview to be Bud Ross's company, and that it was to be run the way he wanted it run.

The investigation has shown that Birdview reimbursed its employees and others for political contributions in every year from 1982 through 1985, and that Charles Ross was the primary mover in the various schemes to provide corporate funds to federal candidates in the names of others. The majority of

1. Birdview, a Delaware corporation, filed for bankruptcy in Topeka, Kansas on August 18, 1986. The case number is 86-41150-11.

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contributions were to the Dole for Senate Committee.

In June of 1984, six contributions of $1,000 each were made to the Dole for Senate Committee by three Birdview employees and their spouses. The contributions were made in the names of Dale and Cynthia Galemore, David and Martha Hamilton, and Steven and Joy Small. All of the men were employees of Birdview when these contributions were made, and David Hamilton and Steven Small were both Birdview Vice Presidents. Steven Small and David Hamilton admitted that they were reimbursed at their depositions. Dale Galemore and his wife, Cynthia, testified that they did not feel that they were reimbursed per se, but acknowledged that they were pressured to contribute and that they received payments from Birdview that allowed them to cover the contributions.

The contributions that were made by Birdview employees in June of 1984 were reimbursed through a somewhat complicated accounting method. The contributors were initially given a cash advance to cover the amount of the check. Then they were given a bonus that was equal to the amount of the contributions, plus the additional taxes and standard deductions that would have to be paid on the contribution amount. When the bonuses were paid, the taxes, standard deductions, and the cash advance itself were all subtracted, leaving a small amount, $49, for each employee who was reimbursed.

A handwritten memorandum, and Birdview payroll records from June of 1984 shed light on this second contribution and reimbursement scheme involving the Dole for Senate Committee. Dale Galemore, David Hamilton, and Steven Small each received a

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$2,000 cash advance in the middle of June of 1984; at the end of June, each of them also received a $3,000 bonus. Each bonus came to $2,049 after taxes and other standard deductions; from this amount the $2,000 cash advance was subtracted, leaving a net bonus of $49. Both David Hamilton and Steven Small admitted that the bonuses they received were designed to reimburse them for their contributions and those of their spouses to the Dole for Senate Committee. They also testified that Charles Ross had solicited the contributions from them.

The handwritten memorandum appears to be notes on how Birdview's payroll department should record the cash advances and bonuses. Part of this memorandum was written by David Hamilton, Birdview's Vice President Of Finance. This portion consisted of three columns of names and numbers. The other portion of the memorandum appears to have been written by one of the bookkeepers who worked for Mr. Hamilton. The memo, which contains arrows, initials, and other markings, reads, in part, as follows:

	170-02	ded	B
S. Small	2,000		3,000
D. Galemore	2,000		3,000
D. Hamilton	2,000		3,000

6/30/84 P/R[2] entered as 2nd check - Bonus less $2,000.00 adjustment.

The Dole for Senate Committee reported receiving two $1,000 contributions from Dale and Cynthia Galemore on July 23, 1984. In 1984, Dale Galemore was an employee of Birdview. In addition

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2. Testimony has confirmed the following: on Birdview's general ledger, the advance account was 170-02; "ded" refers to deductions; "B" to bonus; and "P/R" to payroll.

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to the memorandum described above, this Office has obtained several documents concerning the Galemores' contributions to the Dole for Senate Committee. Moreover, this Office deposed Dale and Cynthia Galemore on March 29, 1988.

Dale Galemore testified that he made a $1,000 contribution to the Dole for Senate Committee, but that he was not reimbursed. In early June 1984, Mr. Galemore had a conversation with his supervisor, Roger Mason. At that time, Mr. Mason was Vice President of Purchasing. During the conversation, Mr. Mason informed Mr. Galemore that Mr. Galemore would be receiving a $3,000 bonus because of his job performance. The conversation also covered politics, and Mr. Mason suggested that Mr. Galemore should vote for and financially support Senator Dole. Mr. Galemore asked Mr. Mason why Birdview was not making a contribution to Senator Dole. In response, Mr. Mason purportedly stated that Birdview had already contributed the maximum that a corporation could contribute, and that Birdview was encouraging its employees and others in the satellite industry to contribute and support the Dole campaign. Mr. Mason is also said to have informed Mr. Galemore that Mr. Galemore and his wife could each contribute up to $1,000. The conversation lasted a total of approximately 20 minutes. Mr. Galemore testified that he still would have contributed to the Dole campaign if he had not received the bonus, but he was not sure how much he would have contributed under those circumstances.

On June 11, about 10 or 12 days after the conversation between Roger Mason and Dale Galemore, Roger Mason telephoned

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Dale Galemore at his home after working hours concerning the Dole for Senate Committee. Mr. Mason requested that Mr. Galemore come to Birdview that evening with contributions for the Dole for Senate Committee from the Galemores. Mr. Galemore complied with this request by his supervisor. When Mr. Galemore arrived at Birdview, he asked if he could get the bonus before the end of the month. Mr. Mason said he would see what he could do about it. A few days later, on June 15, Mr. Galemore received a $2,000 cash advance.

This Office also deposed Mrs. Galemore. Mrs. Galemore testified that she and her husband were planning to use the funds they received from her husband's bonus to make their contributions to the Dole for Senate Committee.

Dale and Cynthia Galemore each signed a personal check on their joint checking account for $1,000 that was payable to Dole for Senate. These were check numbers 534 and 535, both of which were dated June 11, 1984. According to Mr. Galemore's pay check stub dated June 29, 1984, he received a $3,000 bonus less a $2,000 adjustment for the pay period from June 16 to June 30, 1984. The net amount of the bonus was $49 after all standard deductions and the cash advance repayment were subtracted.

Given the overwhelming weight of the evidence, including their own testimony, the Galemores' claim that they were not reimbursed for the above-described contributions to the Dole for Senate Committee is neither a credible nor reasonable position. According to Birdview's payroll register, there were only three Birdview employees who received bonuses on June 30, 1984. In

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addition to Mr. Galemore, Messrs. Small and Hamilton received them. All of the bonuses were for $3,000. Moreover, all three men received cash advances of $2,000 earlier in the month, the same amount that each of them and their wives contributed to the Dole for Senate Committee. All three employees were listed on the handwritten memorandum prepared by David Hamilton. Two of the employees, both corporate officers, have admitted under oath that they were reimbursed for their and their wives' contributions. In addition, Steven Small stated under oath that Dale Galemore told him that he and his wife, Cynthia Galemore, were reimbursed for their contributions to the Dole for Senate Committee by Birdview. The evidence is both clear and consistent that each of the above-described 1984 contributions totalling $6,000 was made by Birdview employees and their spouses pursuant to a corporate plan, and that the Galemores were reimbursed by Birdview, as were the Smalls and the Hamiltons.

II. **ANALYSIS**

Under 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution. The evidence set forth above demonstrates that Dale Galemore made a contribution of $1,000 to the Dole for Senate Committee for which he was reimbursed by Birdview. The testimony of the participants, the public record, and other documentary evidence support this conclusion. No credible evidence exists to support a different one.

Accordingly, the Office of the General Counsel recommends that the Commission find probable cause to believe that Dale

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Galemore violated 2 U.S.C. § 441f.

III. **GENERAL COUNSEL'S RECOMMENDATION**

Find probable cause to believe that Dale Galemore violated 2 U.S.C. § 441f.

7/11/91
Date

Lawrence M. Noble
General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 12, 1991

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Charles A. Ross
9813 W. 121st Street
Overland Park, Kansas 66213

RE: MUR 2582
Charles A. Ross

Dear Mr. Ross:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on February 25, 1988, the Federal Election Commission found reason to believe that you knowingly and willfully violated 2 U.S.C. §§ 441b and 441f, and instituted an investigation in this matter.

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that violations have occurred.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Charles A. Ross) MUR 2582

GENERAL COUNSEL'S BRIEF

I. STATEMENT OF THE CASE

On February 25, 1988, the Commission found reason to believe that Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441f. These violations stemmed from a scheme to reimburse Birdview Satellite Communications, Inc. employees and their spouses for contributions made to the political committee of a candidate for federal office. Birdview was founded by Charles A. "Bud" Ross in 1980, and was incorporated in March of 1981. A publicly traded corporation located in Kansas, Birdview manufactured satellite dishes for televisions.[1] At all times relevant to the events discussed in this brief, Mr. Ross was the President and Chairman of the Board of Birdview. Throughout the history of the company, Birdview and Mr. Ross were closely identified with one another. At least one corporate officer testified that he understood Birdview to be Bud Ross's company, and that it was to be run the way he wanted it run.

The investigation has shown that Birdview reimbursed its employees and others for political contributions in every year from 1982 through 1985, and that Charles Ross was the primary mover in the various schemes to provide corporate funds to

1. Birdview, a Delaware corporation, filed for bankruptcy in Topeka, Kansas on August 18, 1986. The case number is 86-41150-11.

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federal candidates in the names of others. While the majority of prohibited contributions were to the Dole for Senate Committee, Birdview also reimbursed individuals for contributions to other candidates. These included earmarked contributions made through the National Republican Senatorial Committee ("NRSC"), and the Society for Private and Commercial Earth Stations Political Action Committee ("SPACE"), a now defunct multicandidate political committee.[2]

A. DOLE FOR SENATE COMMITTEE

Contributions were made to the Dole for Senate Committee in 1983, 1984, and 1985. The details of these contributions are discussed below.

1. 1983 Contributions

All of the 1983 contributions were made in December of 1983, when nine Birdview employees and spouses each contributed $1,000, for a total of $9,000, to the Dole for Senate Committee at the instigation of Charles Ross. These contributions were made in conjunction with a dinner/fundraiser for Senator Dole that was held at the home of Mr. Ross and his wife, Gunilla. Mr. and Mrs. Ross hosted the fundraiser at the request of David C. Owen.[3]

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2. On March 14, 1984, SPACE filed an amended statement of organization, changing its name to the Satellite Television Industry Association Political Action Committee. This Committee filed a termination report with the Commission on July 23, 1987.

3. David C. Owen was at the time President of the Dole for Senate Committee and a consultant to Birdview. Mr. Owen is a long-time associate of Senator Dole's, and has known Mr. Ross since grammar school. His involvement in Birdview's reimbursement schemes is discussed in greater detail in part I.B., infra.

The nine individuals are Edward and Darlene Hackerott, Roger Mason, Robert and Betty Owens, Steven and Sharon Phillips, and Stanton and Merett Ross. All of the men were employees of Birdview. Edward Hackerott and Steven Phillips, both vice presidents of the corporation, freely admitted under oath that they were reimbursed by Birdview. A third vice president, Robert Owens, testified that he sought reimbursement from the corporation for the contributions made by him and his wife, and that a $2,000 payment he received from Birdview might well have been the reimbursement he had sought. Roger Mason exercised his fifth amendment privilege against self incrimination at his deposition. Stanton and Merett Ross, Charles Ross' son and daughter in-law, testified that they were not reimbursed.

There are several Birdview documents that shed light on these contributions, including a worksheet prepared by Birdview's outside auditors, Touche Ross & Co. The worksheet concerned Charles Ross' Account Activity for fiscal 1984. Based upon a review of documentary evidence and the testimony of several former Birdview employees, it appears that an advance or "clearing" account was maintained on the general ledger of accounts for use by employees, including Charles Ross. Whenever Mr. Ross requested a cash advance, he would receive the advance from this account. Often, the advances were for substantial amounts, and the paperwork failed to indicate the reasons for the

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advance.[4]

One of the pages of the worksheet prepared by Touche Ross has a handwritten subheading that reads: "Political Donations Various VP's" [sic].[5] Below the subheading is the following handwritten list:

Ed Hackerott	2000.00
Roger Mason	1000.00
Bob Owens	2000.00
Steven Phillips	2000.00
Stan Ross	2000.00
	9000.00

Next to the list is a handwritten note that states:

> Note: These political contributions were made by these VP's [sic] at Bud Ross's request [emphasis added]. Birdview reimbursed them for the donations and charged the $9,000 against Bud Ross's advance account. Effect is nil on Birdview books therefore pass further investigation.

a. Edward and Darlene Hackerott

On its 1983 Year End Report, the Dole for Senate Committee reported receiving contributions of $1,000 each from Edward and Darlene Hackerott on December 16, 1983. According to the report, Edward Hackerott was an executive at Birdview and Darlene Hackerott was a housewife. This Office obtained several documents concerning the Hackerotts' contributions to the Dole for Senate Committee. In addition, Edward and Darlene Hackerott

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4. For instance, on 8/18/83, Bud Ross requested a check for $95,000 with no written explanation; there are many other instances of similar financial activity. Effectively, there was little distinction made between the personal funds of Mr. Ross, and the corporate funds of Birdview.

5. Stanton Ross was an employee, not a vice president, of Birdview. Roger Mason did not become a vice president until after the contributions of December of 1983.

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testified at depositions conducted by this Office on March 30, 1988.

The Hackerotts produced copies of three documents. Two were checks of $1,000 each to the Dole for Senate Committee that had been drawn and negotiated on their joint checking account. One was signed by Darlene J. Hackerott and the other by E.H. Hackerott. Both were dated December 14, 1983. The third document was a deposit slip for the Hackerotts' joint checking account dated December 23, 1983. The deposit slip listed one item being deposited in the amount of $2,000, which was identified in handwriting as "B-View." In addition, this Office obtained a tissue paper copy of check number 7717 drawn on Birdview's account, which was dated December 22, 1983, in the amount of $2,000 and was made payable to Ed Hackerott.

Mr. Hackerott was Vice President of Finance for Birdview until August of 1983, when he became Vice President of Administration. Mr. Hackerott testified that Charles Ross approached him and asked him and his wife to each contribute $1,000 to Senator Dole's campaign. In response to this request, the Hackerotts prepared the contribution checks to Dole for Senate that are described above. Moreover, Mr. Hackerott testified under oath that he and his wife were reimbursed for the contributions they made to the Dole for Senate Committee. Specifically, he acknowledged that the above-described $2,000 check he received from Birdview and deposited into his joint checking account was meant to reimburse him and his wife for the contributions they had earlier made to the Dole for Senate

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Committee. Consistent with their testimony, Mr. and Mrs. Hackerott also admitted in signed conciliation agreements that they permitted their names to be used to effect contributions to the Dole for Senate Committee by Birdview.

Mr. and Mrs. Hackerott's admissions are entirely consistent with the above-described Touche Ross materials that indicate that nine individuals, at the behest of Charles A. Ross, made $1,000 contributions to the Dole for Senate Committee in December of 1983; and that these contributions were reimbursed by Birdview from a corporate account. Moreover, the dates of both the contributions by and reimbursement to the Hackerotts parallel those of the other seven individuals who made contributions of $1,000 each to Dole for Senate in December of 1983; in each of these cases, the evidence is consistent that Birdview's reimbursements took the form of expense advances paid directly to the four Birdview employees for their own, and in three of the four cases, their spouses' or fiance's contributions.

b. Steven and Sharon Phillips

The Dole for Senate Committee also reported receiving contributions of $1,000 each from Steven and Sharon Phillips on December 16, 1983. Mr. Phillips was at that time Birdview's Vice President of Engineering. Bank statements provided by Mr. and Mrs. Phillips show a $1,000 deposit to Mr. Phillips' checking account and a $1,000 deposit to Mrs. Phillips' checking account on December 21, 1983. Both Mr. and Mrs. Phillips testified at Commission depositions conducted on May 9, 1989. At his deposition, Mr. Phillips testified that although he has no

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specific recollection of being reimbursed by Birdview: ". . . I would have to assume that I did get reimbursed." Mr. Phillips went on to explain that because of his financial situation at the time the contributions from he and his wife were made, they couldn't afford to contribute $2,000 to a political campaign. He further testified that someone at Birdview told him that he could expect to be reimbursed, but he does not recall who made that representation to him.

Mr. and Mrs. Phillips have both admitted in signed conciliation agreements that they made contributions to Dole for Senate that were reimbursed by Birdview. Mr. Phillips was approached by a fellow Birdview officer in December of 1983, who told him that he and his wife should each make contributions of $1,000 to the Dole for Senate Committee. Mr. Phillips does not recall which Birdview officer told him to make the contributions to the Dole Committee. He testified at his deposition that Bud Ross would have been the obvious one to request the contributions, but it could also have been Dave Hamilton or Bob Owens. On or about December 15, 1983, Mr. and Mrs. Phillips attended a dinner party in honor of Senator Dole that was hosted by Charles and Gunilla Ross. Other Birdview employees and their spouses attended this dinner, as did Senator Dole. Mr. Phillips recalls that he personally handed his contribution of $1,000 to Senator Dole at the event; Sharon Phillips also made a contribution of $1,000. Both were reimbursed by Birdview on or about December 21, 1983.

The admissions by Steven and Sharon Phillips are consistent

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with those of Edward and Darlene Hackerott and with the description of Mr. Phillips' reimbursed political contribution by Touche Ross; they are also part of a uniform pattern of contributions and reimbursements by other Birdview employees and spouses to Dole for Senate in December of 1983.

c. Robert and Betty Owens

The Dole for Senate Committee also reported receiving two $1,000 contributions from Robert and Betty Owens on December 16, 1983. Mr. Owens was Birdview's Vice President of Marketing from April of 1981 to October of 1983, when he became Birdview's Executive Vice President. Mr. and Mrs. Owens submitted documents regarding their contributions to the Commission, and this Office obtained additional documents related to these contributions. This Office also deposed Robert and Betty Owens on April 20, 1988.

Documents concerning the Owenses' contributions to the Dole for Senate Committee are described below. First are copies of two checks drawn on their joint checking account that were used to make their contributions to the Dole for Senate Committee. These are check numbers 2539 and 2540, both of which were dated December 14, 1983, each in the amount of $1,000; they were made payable to Dole for Senate. One check was signed by Mr. Owens and the other by Mrs. Owens. Second is a letter to the Owenses from Senator Dole that expresses the Senator's regret that they could not attend the dinner hosted by Bud and Gunilla Ross and thanks them for their contributions. Third is an internal Birdview check request form that was filled out and approved by

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David Hamilton, Birdview's Vice President of Finance. This form requested a $2,000 check for Bob Owens that was needed by December 22, 1983; the reason was purported to be a "Special Expense Advance." Fourth is check number 7720 written on Birdview's checking account. This check was dated December 22, 1983, in the amount of $2,000 and was made payable to Robert E. Owens. Finally, there is a deposit slip for the Owenses' joint checking account that includes a $2,000 item deposited on January 3, 1984.

According to Mr. Owens' deposition testimony, he was informed that Charles Ross wanted him and other Birdview employees to make contributions to Dole for Senate; he was told that he and his wife each had to contribute $1,000 to the campaign; he felt that he had no choice but to contribute; and he gave his and his wife's contributions to a Birdview officer or employee to deliver to the Dole for Senate Committee. Mr. Owens was angry about being told to make the contribution, and was concerned that the $2,000 would have to be paid by him and his wife. He wanted to be reimbursed and sought out David Hamilton, Vice President of Finance, to discuss how this might be accomplished. Mr. Owens testified that he and Mr. Hamilton discussed reimbursement and the fact that a number of Birdview employees were being told to make contributions to Dole for Senate. Mr. Owens testified that he did not recall if Mr. Hamilton assured him that there would be reimbursement, and that he did not specifically recall receiving reimbursement. He indicated in his testimony, however, that he recalled that the

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matter was ultimately resolved to his satisfaction. In fact, the evidence clearly shows that Mr. Owens was reimbursed $2,000 for his and his wife's contributions by the Birdview check described above that was dated December 22, 1983.

The documents relating to the contributions of Mr. and Mrs. Owens, as well as Mr. Owens' testimony, demonstrate that both Robert and Betty Owens made contributions to Dole for Senate that were reimbursed by Birdview. This is consistent with the Touche Ross description of Mr. Owens' reimbursed political contribution, and the admissions of Edward and Darlene Hackerott and of Steven and Sharon Phillips. It also fits the pattern of the other contributions by Birdview employees and spouses in December of 1983.

d. Stanton and Merett Ross

The Dole for Senate Committee also reported receiving two $1,000 contributions from Stan and Merett Ross, on December 16, 1983. Stanton Ross was an employee at Birdview, and is the son of Charles Ross. This Office conducted depositions of Stanton and Merett Ross on April 20, 1988. In addition, this Office obtained several documents relating to these contributions.

Both Stanton and Merett Ross testified that they made the contributions to the Dole for Senate Committee, and that they attended the dinner party at the home of Charles and Gunilla Ross in December of 1983. Both of them, however, deny being reimbursed for the contributions. This Office obtained two $1,000 checks dated December 15, 1983, that were made payable to Dole for Senate and were signed by Stanton and Merett Ross.

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These checks were drawn on a newly opened checking account, and the checks used did not have the maker's name printed on them. In addition, a Birdview check request form was filled out, requesting a $2,000 check for Stan Ross that was needed by December 22, 1983. This request was made by David Hamilton, the Vice President of Finance; the purported reason was for a travel advance. Birdview check number 7712, dated December 22, 1983, in the amount of $2,000 was prepared for Stanton Ross in response to this request.

Stanton Ross testified that he and his then fiancee, Merett Tarpley, made $1,000 contributions to Dole for Senate because Senator Dole was good for the satellite industry. He maintained that his and Merett's contributions were not coerced, and that they both made independent decisions to make the contributions. He testified that he never discussed, nor did he ever receive, reimbursement from Birdview for these contributions.

Mr. Ross testified that the $2,000 he received from Birdview on or about December 22, 1983, was unrelated to his and Merett's contributions to Dole for Senate of one week earlier. Under questioning, Mr. Ross testified that the $2,000 payment was for a travel advance, although he was unable to do more than generally speculate as to the particular travel for which the advance had purportedly been made.

The testimony of Merett Ross concerning her contribution was confused. She indicated that she and Stanton Ross were not married until February 4, 1984, several weeks following the contributions in question, and was unable to explain why she

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had not signed her maiden name to the check. She testified that she could not recall the details of the contribution, but did remember attending the dinner party at the home of Charles and Gunilla Ross that was also attended by Senator Dole.

In light of the aforementioned evidence, the testimony of Stanton and Merett Ross is not credible. The Touche Ross document indicates that Mr. Ross was reimbursed $2,000 for political contributions made at the request of Charles Ross, his father. Edward Hackerott, Steven Phillips, and Robert Owens, all former Birdview officers, have all testified that the contributions they and their wives made to Dole for Senate were related to their positions at Birdview. Their contributions were all made on or about December 16, 1983 in response to instructions from either Charles Ross or a fellow Birdview officer. All the contributions were in the amount of $1,000, or $2,000 per couple. All of the men were employees of Birdview; all were reimbursed by Birdview by checks in the amount of $2,000 dated December 21, or 22, 1983; all these checks were from the same Birdview account.

Stanton and Merett Ross (nee Tarpley) made contributions of $1,000 each to Dole for Senate on or about December 16, 1983, as did the three couples described above. Stanton Ross received a $2,000 payment from Birdview approximately one week later, as did the other Birdview employees, described above. The pattern is precisely the same in the case of Stanton and Merett Ross, and is wholly consistent with the Touche Ross description as to the reimbursed political contributions to Edward Hackerott, Steven

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Phillips, Robert Owens and Roger Mason.

e. Roger Mason

On its 1983 Year End Report, the Dole for Senate Committee also reported receiving a $1,000 contribution from Roger Mason on December 16, 1983. According to the report, Mr. Mason was an executive at Birdview. Mr. Mason provided several documents concerning his contribution to the Dole for Senate Committee; additional documents obtained by this Office also relate to Mr. Mason's contribution. At a deposition conducted by this Office on May 10, 1988, Mr. Mason asserted his fifth amendment privilege against self-incrimination, refusing to answer any questions about his employment at Birdview or about any political contributions with which he was involved.

Documents that relate to Mr. Mason's contribution to the Dole for Senate Committee are described below. First, check number 1293 was drawn on Mr. Mason's checking account in the amount of $1,000, was dated December 13, 1983, and was made payable to Dole for Senate. Second, there is a letter signed by Senator Dole, that reads in part:

> I was sorry you could not make it to the dinner which Bud and Gunilla hosted, but I certainly understand.
>
> You were great to send along your most generous contribution, and I want you to know how deeply appreciative I am.

Third, an internal check request form for Birdview requested a $1,000 check for Roger Mason that was needed on December 22, 1983. The reason for the request was a "special expense advance." The request was approved by David K. Hamilton,

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Birdview's Vice President of Finance. Finally, check number 7719, drawn on Birdview's checking account in the amount of $1,000, was made payable to Roger Mason; it was dated December 22, 1983.

These documents confirm the Touche Ross description of Mr. Mason's reimbursed political contribution, discussed above. The pattern is wholly consistent with that of Edward Hackerott, Robert Owens, Steven Phillips and Stan Ross. Indeed, Mr. Mason's contribution and reimbursement is distinguishable from the others in December of 1983 in only one respect. In each of the other cases, the employee and his spouse made contributions of $1,000 each; each employee was reimbursed in the amount of $2,000 for the two contributions. In Mr. Mason's case, there was no related spousal contribution, and his reimbursement was for the $1,000 contribution he made to Dole for Senate in his name.

f. 1983 Contribution Summary

In conclusion, nine individuals made contributions of $1,000 each to the Dole for Senate Committee in December of 1983 as part of a corporate fundraising scheme that involved corporate reimbursements of $9,000 to five Birdview employees and four of their spouses. The testimony of the participants, an audit conducted by Birdview's outside auditors, public records, and other documentary evidence support this conclusion. No credible evidence exits to support a different one.

Charles Ross was clearly involved in the 1983 contributions. Mr. Ross himself held the dinner/fundraiser for Senator Dole at his own home which brought in the $9,000 in contributions to the

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Dole Committee from Birdview employees and their spouses. In addition, Ed Hackerott testified that Mr. Ross directly approached him and asked him and his wife to contribute to Senator Dole. Bob Owens testified he was informed that Mr. Ross wanted him and his wife to contribute to Senator Dole, and he felt that he had no choice but to contribute. Furthermore, the Touche Ross document lists the political contributions made by Birdview employees and their spouses in 1983. A handwritten note attached this document said that these contributions were made at Bud Ross's request. Moreover, the note says that the $9,000 was charged against Mr. Ross's advance account. Thus, he clearly knew of and was involved in Birdview's reimbursement of these individuals for contributions made to the Dole for Senate Committee in their own names.

2. 1984 Contributions

Seven contributions of $1,000 each were made in June of 1984 to the Dole for Senate Committee. The contributions were made in the names of Dale and Cynthia Galemore, David and Martha Hamilton, Steven and Joy Small, and Ronda Ross, Charles Ross' daughter.[6] All of the men were employees of Birdview when these contributions were made, and David Hamilton and Steven Small were both Birdview Vice Presidents. Steven Small and David Hamilton admitted that they were reimbursed at their depositions. Dale Galemore and his wife, Cynthia, testified that they did not feel that they were reimbursed per se, but acknowledged that they

6. Ronda Ross has since married, and now goes by the name Ronda Dumovich.

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were pressured to contribute and that they received payments from Birdview that allowed them to cover the contributions. Ronda Dumovich testified that she was not reimbursed.

The contributions that were made by Birdview employees in 1984 were reimbursed using a different accounting method than the 1983 contributions. In 1983, the contributors were given fabricated cash advances that they never paid back or otherwise justified. In 1984, the reimbursement process was more complicated. The contributors were initially given a cash advance to cover the amount of the check. Then they were given a bonus that was equal to the amount of the contributions, plus the additional taxes and standard deductions that would have to be paid on the contribution amount. When the bonuses were paid, the taxes, standard deductions, and the cash advance itself were all subtracted, leaving a small amount, $49, for each employee who was reimbursed.

A handwritten memorandum, and Birdview payroll records from June of 1984, shed light on this second contribution and reimbursement scheme involving the Dole for Senate Committee. Dale Galemore, David Hamilton, and Steven Small each received a $2,000 cash advance in the middle of June of 1984; on June 30, each of them also received a $3,000 bonus. Each bonus came to $2,049 after taxes and other standard deductions; from this amount the $2,000 cash advance was subtracted, leaving a net bonus of $49. Both David Hamilton and Steven Small admitted that the bonuses they received were designed to reimburse them for their contributions and those of their spouses to the Dole for

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Senate Committee. They also testified that Charles Ross had solicited the contributions from them.

The handwritten memorandum appears to be notes on how Birdview's payroll department should record the cash advances and bonuses. Part of this memorandum was written by David Hamilton, Birdview's Vice President Of Finance. This portion consisted of three columns of names and numbers. The other portion of the memorandum appears to have been written by one of the bookkeepers who worked for Mr. Hamilton. The memo, which contains arrows, initials, and other markings, reads, in part, as follows:

	170-02	ded	B
S. Small	2,000		3,000
D. Galemore	2,000		3,000
D. Hamilton	2,000		3,000

6/30/84 P/R[7] entered as 2nd check - Bonus less $2,000.00 adjustment.

a. Steven and Joy Small

The Dole for Senate Committee reported receiving two contributions of $1,000 each from Steven and Joy Small on July 23, 1984. At that time, Steven Small was Birdview's Vice President of Manufacturing. This Office obtained several documents that concern the Smalls' contributions to the Dole for Senate Committee. In addition, this Office deposed Mr. and Mrs. Small on March 28, 1988.

In addition to the memorandum and payroll register described above, this Office has obtained three other documents concerning

7. Testimony has confirmed the following: on Birdview's general ledger, the advance account was 170-02; "ded" refers to deductions; "B" to bonus; and "P/R" to payroll.

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the Smalls' contributions. Two of these documents are checks drawn on the Smalls' joint checking account that were in the amount of $1,000 each, were made payable to Dole for Senate, and were dated June 11, 1984. One of the checks was signed by Steven Small, and the other check was signed by Joy Small. The final document was a check request form requesting a $2,000 "advance" for Steven Small by June 14, 1984. The advance was requested by David Hamilton.

Mr. Small testified that he and his wife made the contributions to Dole for Senate at the request of Charles Ross. He also stated that he met with Mr. Hamilton in order to determine the amount of the bonus needed to fully reimburse the $2,000 in contributions after taxes. Mr. Hamilton testified that he does not recall this meeting, but acknowledged that it could have occurred and that the handwritten memorandum described above, listing the bonuses and advances to Mr. Small, Mr. Galemore and himself, was written by him. Mr. Small also testified that he had spoken to Dale Galemore in 1988, after the reimbursement scheme was discussed in a Kansas City newspaper, and that Mr. Galemore had told him that Mr. Galemore and his wife had also been reimbursed by Birdview. Both Mr. and Mrs. Small signed conciliation agreements admitting that they were reimbursed by Birdview for the contributions they made to the Dole for Senate Committee.

b. <u>David K. Hamilton and Martha J. Hamilton</u>

The Dole for Senate Committee also reported receiving two $1,000 contributions from David and Martha Hamilton on July 23,

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1984. At that time, Mr. Hamilton was Birdview's Vice President of Finance. His duties included supervising the payroll department. Mr. Hamilton's immediate supervisor was Charles Ross. In June of 1984, Mr. Hamilton also became Assistant Secretary of Birdview. This Office has obtained several documents concerning the Hamiltons' contributions, aside from the handwritten memorandum and payroll register, discussed above. This Office deposed Mr. Hamilton on March 28 and May 9, 1988.

In June of 1984, both Mr. and Mrs. Hamilton each made $1,000 contributions to the Dole for Senate Committee. Mr. Hamilton testified that Charles Ross approached him and asked that he and his wife each make $1,000 contributions to the Dole for Senate Committee. He made the contribution because he thought it would help Birdview. Mr. Hamilton also testified that his wife made her contribution at his direction.

On June 14, 1984, Mr. Hamilton filled out a "check request" form for a $2,000 cash advance. Subsequent to filling out the form, Mr. Hamilton received an advance of $2,000 that he and his wife deposited into their joint checking account in order to cover their contributions to the Dole for Senate Committee. On June 30, 1984, Mr. Hamilton received a $3,000 bonus from Birdview, which came to $2,049 after taxes. The $2,000 cash advance was deducted from the amount of the bonus. Thus, Mr. Hamilton received a net bonus of $49 after all the deductions were taken on June 30, 1984. Mr. Hamilton testified that the purpose of the $3,000 bonus was to reimburse him and his wife for the contributions they made to the Dole for Senate Committee.

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c. Dale and Cynthia Galemore

The Dole for Senate Committee reported receiving two $1,000 contributions from Dale and Cynthia Galemore on July 23, 1984. In 1984, Dale Galemore was an employee of Birdview. In addition to the memorandum described above, this Office has obtained several documents concerning the Galemores' contributions to the Dole for Senate Committee. Moreover, this Office deposed Dale and Cynthia Galemore on March 29, 1988.

Dale and Cynthia Galemore each signed a personal check on their joint checking account for $1,000 that was payable to Dole for Senate. These were check numbers 534 and 535, both of which were dated June 11, 1984. According to Mr. Galemore's pay check stub dated June 29, 1984, he received a $3,000 bonus less a $2,000 adjustment for the pay period from June 16 to June 30, 1984. The net amount of the bonus was $49 after all standard deductions and the cash advance repayment were subtracted.

Dale Galemore testified that he made a $1,000 contribution to the Dole for Senate Committee, but that he was not reimbursed. In early June 1984, Mr. Galemore had a conversation with his supervisor, Roger Mason. At that time, Mr. Mason was Vice President of Purchasing. During the conversation, Mr. Mason informed Mr. Galemore that Mr. Galemore would be receiving a $3,000 bonus because of his job performance. The conversation also covered politics, and Mr. Mason suggested that Mr. Galemore should vote for and financially support Senator Dole. Mr. Galemore asked Mr. Mason why Birdview was not making a contribution to Senator Dole. In response, Mr. Mason purportedly

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stated that Birdview had already contributed the maximum that a corporation could contribute, and that Birdview was encouraging its employees and others in the satellite industry to contribute and support the Dole campaign. Mr. Mason is also said to have informed Mr. Galemore that Mr. Galemore and his wife could each contribute up to $1,000. The conversation lasted a total of approximately 20 minutes. Mr. Galemore testified that he still would have contributed to the Dole campaign if he had not received the bonus, but he was not sure how much he would have contributed under those circumstances.

On June 11, about 10 or 12 days after the conversation between Roger Mason and Dale Galemore, Roger Mason telephoned Dale Galemore at his home after working hours concerning the Dole for Senate Committee. Mr. Mason requested that Mr. Galemore come to Birdview that evening with contributions for the Dole for Senate Committee from the Galemores. Mr. Galemore complied with this request by his supervisor. When Mr. Galemore arrived at Birdview, he asked if he could get the bonus before the end of the month. Mr. Mason said he would see what he could do about it. A few days later, on June 15, Mr. Galemore received a $2,000 cash advance.

This Office also deposed Mrs. Galemore. Mrs. Galemore testified that she and her husband were planning to use the funds they received from her husband's bonus to make their contributions to the Dole for Senate Committee.

Given the overwhelming weight of the evidence, including their own testimony, the Galemores' claim that they were not

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reimbursed for the above-described contributions to the Dole for Senate Committee is neither a credible nor reasonable position. According to Birdview's payroll register, there were only three Birdview employees who received bonuses on June 30, 1984. In addition to Mr. Galemore, Messrs. Small and Hamilton received them. All of the bonuses were for $3,000. Moreover, all three men received cash advances of $2,000 earlier in the month, the same amount that each of them and their wives contributed to the Dole for Senate Committee. All three employees were listed on the handwritten memorandum prepared by David Hamilton. Two of the employees, both corporate officers, have admitted under oath that they were reimbursed for their and their wives' contributions. In addition, one Birdview officer, Steven Small, stated under oath that Dale Galemore told him that he and his wife, Cynthia Galemore, were reimbursed for their contributions to the Dole for Senate Committee by Birdview. The evidence is both clear and consistent that each of the above-described 1984 contributions totaling $6,000 was made by Birdview employees and their spouses pursuant to a corporate plan, and that the Galemores were reimbursed by Birdview, as were the Smalls and the Hamiltons.

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d. Ronda Ross Dumovich

The Dole for Senate Committee also reported a $1,000 contribution from Ronda Ross on July 23, 1984. Mrs. Dumovich, Charles Ross' daughter, was in college and was not employed at the time of this contribution. This Office has obtained a number of documents regarding Mrs. Dumovich's contribution, and deposed

Mrs. Dumovich on January 25, 1989.

This Office has obtained some of Mrs. Dumovich's banking records covering part of 1984. Mrs. Dumovich made a $1,000 contribution to Dole for Senate by a personal check dated June 11, 1984, the same date that the Smalls and Galemores wrote their contribution checks.[8] Moreover, Mrs. Dumovich received a $6,000 check from her father Charles Ross, that was also dated June 11, 1984. That check was deposited into Mrs. Dumovich's checking account on June 15, 1984.

Mrs. Dumovich testified that her sole source of income at that time was her father, Charles Ross. She further stated that she discussed the contribution with her father, but that she did not make it at his direction. She could not recall many specifics about the contributions or discussions she had with her father. Moreover, she was unable to explain how she determined the amount of the contribution, aside from the statement that she wanted the donation to be in a substantial amount.

Mrs. Dumovich's claim that she was not reimbursed by her father for the contribution he induced her to make is simply not credible in light of both the undisputed facts and her own testimony. Mrs. Dumovich was not working at the time she made the contribution, and her father was her sole financial support. Before making the contribution, she had discussed it with her father. Mrs. Dumovich's contribution to the Dole campaign was

8. This Office was unable to obtain a copy of the Hamiltons' contribution checks that were written either on or close to this same date.

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made in the same amount and at the same time as those of the Smalls, Hamiltons, and Galemores, all of whom made the contributions at the instance of Charles Ross, and all of whom were reimbursed.

e. 1984 Contribution Summary

In conclusion, seven individuals made contributions of $1,000 each to the Dole for Senate Committee on or about June 11, 1984. Six of those individuals made their contributions as part of a corporate fundraising scheme that involved corporate reimbursements of $6,000 to the three Birdview employees and spouses who participated, at the behest of Charles Ross. The seventh contribution was made by Charles Ross's daughter, at his behest. The testimony of the participants, the public record, and other documentary evidence support this conclusion. No credible evidence exists to support a different one.

Charles Ross was clearly involved in the 1984 contributions. The three Birdview employees and their spouses were reimbursed through the fabricated bonuses discussed above. Both Steven Small and David Hamilton testified that they were solicited to make contributions to the Dole for Senate Committee by Charles Ross himself. Charles Ross was Mr. Hamilton's immediate supervisor. Therefore, he would have had to be aware of any bonus received by Mr. Hamilton, including the fabricated one which Mr. Hamilton testified he received for the purpose of reimbursing him for the contributions made by he and his wife to the Dole Committee.

In addition, Charles Ross' daughter, Ronda Ross Dumovich,

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made her contribution of $1,000 to the Dole for Senate Committee on or about June 11, 1984. The facts indicate that Mrs. Dumovich was reimbursed for this contribution by her father, Charles Ross. Additionally, Mrs. Dumovich's contribution was timed to coincide with the other $6,000 in contributions made by Birdview employees and their spouses. The three Birdview employees and their spouses all made their contributions to the Dole for Senate Committee on or about June 11, 1984.

3. 1985 Contribution

The Dole for Senate Committee reported receiving a $250 contribution from Wanda Bowman in 1985. Wanda Bowman was Charles Ross' secretary at that time. This Office obtained several documents that concern Ms. Bowman's contribution, and deposed her on January 26, 1989.

Ms. Bowman wrote a $250 contribution check to Dole for Senate, that was dated October 9, 1985. She attended a $250 a plate fundraiser with Gunilla Ross on October 9, 1985.[9] Ms. Bowman testified that she attended the fundraiser in place of Charles Ross, who had to work late. She had not made prior plans to attend the fundraiser. At the dinner, where Elizabeth Dole spoke, Ms. Bowman made a $250 contribution to the Dole for Senate Committee. She handed her contribution check to David C. Owen, a consultant to Birdview and fundraiser for Senator Dole. This was

9. On October 9, 1985, Charles and Gunilla Ross each made $250 contributions to the Dole for Senate Committee. Although Charles Ross frequently used Birdview's funds, there is no direct evidence that he was reimbursed for his and his wife's October 9, 1985 contributions.

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the first time Ms. Bowman ever made a contribution to a political candidate.

On October 10, 1985, the day after the fundraiser, a $500 bonus from Birdview was authorized by Edward Gibson, Birdview's Vice President of Marketing, for Ms. Bowman. After taxes and other standard deductions, the bonus resulted in net pay of $391.75. This bonus, the only one Ms. Bowman ever received from Birdview, reimbursed her for the contribution she made in her name to the Dole for Senate Committee. Ms. Bowman signed a conciliation agreement admitting that she was reimbursed by Birdview for the contribution she made to the Dole for Senate Committee.

It appears that Ms. Bowman was reimbursed by Birdview for her contribution to the Dole for Senate Committee with the consent of Charles Ross. Ms. Bowman attended the fundraiser with the approval of Charles Ross. At a Birdview board meeting, when it because evident that Mr. Ross could not attend the fundraiser, Ms. Bowman suggested that she attend in his place and Mr. Ross agreed. Before going to the fundraiser, Ms. Bowman discussed her contribution to the Dole for Senate Committee with him. Although Ms. Bowman stated that Mr. Ross did not tell her what amount of contribution to make, both Mr. Ross and his wife, Gunilla, each made a contribution to the Dole for Senate Committee in the amount of $250 on the same day as Ms. Bowman. The day after the fundraiser, a bonus was authorized for Ms. Bowman which the purpose of which was to reimburse Ms. Bowman for the contribution she made to the Dole for Senate Committee. As Ms. Bowman's

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supervisor, Mr. Ross must have known about Birdview's reimbursement of Ms. Bowman's contribution in the form of a bonus.

B. **CONTRIBUTIONS TO THE NRSC**

David C. Owen, a former consultant to Birdview and President of the Dole for Senate Committee, Inc., was deposed by representatives of this Office on February 28, 1989. In 1984, David C. Owen was a consultant to Birdview. Mr. Owen received $10,000 from Birdview in September, 1984, that was intended to be a contribution to the Republican Senatorial Trust, a project of the National Republican Senatorial Committee ("NRSC"). On September 12, 1984, Birdview issued check number 15320, which was for $10,000; the payees were the Senatorial Trust and David Owen. The Birdview check was signed by David Hamilton, Birdview's Vice President of Finance, and Doris Dettweiler, Birdview's Controller. Mr. Owen testified that he endorsed both of the payees' names on the reverse of the check, and deposited the check into the "David C. Owen - Special Account" at Stanley Bank in Stanley, Kansas.

On September 13, 1984, Mr. Owen wrote a letter to Gracia Barker-Cross of the Republican Senatorial Trust which states: "Thanks for your help! I am enclosing checks totaling $10,000.00 for my trust membership. Please fill in the name of the winner in the Massachusetts [sic] primary on the blank check." Along with the letter were the following checks drawn on the "David C.

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Owen - Special Account," dated September 13, 1984:

Payee	Number	Amount
Pressler for Senate	6916	$2,000
Percy for Senate	6917	$1,000
Jepsen for Senate	6918	$1,000
Gramm for Senate	6919	$1,000
Raese for Senate	6920	$1,000
Simpson for Senate	6921	$1,000
Helms for Senate	6922	$1,000
Cochran for Senate	6923	$1,000
Blank Check	6924	$1,000
	TOTAL	$10,000

Moreover, two related documents written in the previous year bear on the question of Birdview's and Charles Ross's role in the making of contributions to Republican candidates for the United States Senate through the NRSC. First, a letter from David C. Owen to Charles Ross, dated October 31, 1983, which was acknowledged by Charles Ross on November 18, 1983, reads in part:

> Thank you for the opportunity to work with you and Birdview as you plan for the future.
>
> In our meeting this morning, we covered the following items: (1) Dave will join the Republican Senatorial Trust, if possible, with Birdview paying the membership fee of $10,000 annually and any expenses incurred by Dave in attending the meetings....

Second, a letter from David C. Owen to Charles A. Ross, President and Chairman of the Board of Birdview, dated November 15, 1983, reads in part:

> I just received notification from the Republican Senatorial Trust that I can renew my membership....please forward a check in the amount of $10,000 payable to David C. Owen, and I will send my personal check to the trust.

David Owen ultimately obtained and used Birdview funds to make corporate contributions of $10,000 in his name through the NRSC. Mr. Owen signed a conciliation agreement admitting that he

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knowingly and willfully violated the Federal Election Campaign Act of 1971, as amended, and that he was reimbursed by Birdview for the $10,000 contribution he made to nine senatorial campaigns that were earmarked through the NRSC. In his testimony, Mr. Owen acknowledged that he negotiated with Charles Ross to have Birdview pay for his membership in the Republican Senatorial Trust.

C. EARMARKED CONTRIBUTIONS TO SPACE

Birdview employees were also reimbursed for earmarked contributions to federal candidates that they made through SPACE, a political committee that was once registered with the Commission. SPACE was originally registered as the Society for Private and Commercial Earth Stations Political Action Committee. On March 14, 1984, SPACE filed an amended statement of organization changing its name to the Satellite Television Industry Association Political Action Committee. SPACE's connected organization was the Society for Private and Commercial Earth Stations (which also changed its name in 1984). Charles Ross was active in SPACE's connected organization, and once served as its president. SPACE filed a termination report with the Commission on July 23, 1987.[10]

1. Contributions Earmarked for Charlie Rose

In April of 1982, Charles Ross and Robert Owens, Birdview's then Vice President of Marketing, each made $250 contributions to

10. The political committee referred to in this report as "SPACE" appears to be unrelated to a political committee that is currently registered with the Federal Election Commission as "SPACEPAC."

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the Committee for Congressman Charlie Rose. These contributions were made as a result of a solicitation by SPACE. SPACE hosted a luncheon/fundraiser for Congressman Rose that cost $250 per person. The announcement of the fundraiser stated that "[c]hecks must be personal - not corporate" (highlighted in original). Attached to a copy of the notice from SPACE were several handwritten post-it notes. One of the notes was from Birdview's former controller, Sherry Kannard, instructing a subordinate in the accounting office, Esther Oliver, regarding the preparation of checks for Messrs. Ross and Owens. Portions of the post-it notes read, in part:

> 2 cks: Bob Owens $250; CA Ross $250 ... $500 for Bob and Bud ... We will need to get $500.00 to them - payment must be made by a personal check, not a corporate one.

The Birdview documents, described above, demonstrate that both Charles Ross and Robert Owens were reimbursed for their $250 contributions to the Committee for Congressman Charlie Rose. Moreover, it appears that Charles Ross knew as early as 1982 that corporations could not make contributions to federal political committees.

2. Contributions Earmarked for Tim Wirth

Edward Lane Gibson, Birdview's former Vice President of Marketing, was deposed on January 19, 1989. He testified that at the direction of Charles Ross and with the understanding that he would be reimbursed by Birdview, he wrote a $3,000 check on his personal account on October 29, 1985, at a dinner in Washington, D.C. at which Senator Tim Wirth spoke. The check was made out to

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"SPACE PAC" and was earmarked for Tim Wirth. Mr. Gibson also testified that Mr. Ross told him that he would be reimbursed, and that in fact he was reimbursed for the contribution immediately on his return to Kansas.

SPACE's 1985 Year End Report shows a $1,500 contribution from Edward Gibson and a $1,500 contribution from Charles Ross, both of which were earmarked for the Committee for Tim Wirth and were dated October 29, 1985. Reports filed by the Committee for Tim Wirth show the receipt of these contributions from SPACE. As part of the investigation of this matter, Charles Ross produced copies of political contributions he made using his personal checking account. Mr. Ross did not produce a check to SPACE or the Committee for Tim Wirth. Therefore, it appears that Mr. Gibson's $3,000 check was attributed by SPACE to him and to Charles Ross, who was at one time President of SPACE's connected organization. Mr. Gibson signed a conciliation agreement admitting that he had been reimbursed by Birdview for the $3,000 contribution check he wrote to SPACE. And as noted above, Mr. Gibson made the contribution on behalf of Birdview at the direction of Charles Ross, and with Mr. Ross's assurance that he would be reimbursed.

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II. **ANALYSIS**

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act"), "[n]o person shall make a contribution in the name of another or knowingly permit his name to be used to effect such a contribution, and no person shall knowingly accept a contribution made by one person in the

name of another person." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided to the contributor by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

In Advisory Opinion 1986-41, the Commission noted that the prohibitions of section 441f apply to any person. This includes "an incorporated or unincorporated entity who gives money to another to effect a contribution in the second person's name." Moreover, a person who knowingly assists in the making of Contributions in the name of another also violates that provision. See FEC v. Rodriguez, No. 86-687 Civ-T-10(B) (M.D. Fla. May 5, 1987) (unpublished order denying motion for summary judgment). Commission regulations now make explicit this cogent interpretation of the provision. 11 C.F.R. § 110.4(b)(iii) (1989).

The Act also prohibits corporations from making contributions and expenditures in connection with federal elections. In prohibiting such corporate involvement in the electoral process, the Act imposes liability on both corporate officers and the corporation itself. 2 U.S.C. § 441b(a). Specifically, this provision makes it unlawful for a corporation to make a contribution or expenditure in connection with a federal election, and for its officers to consent to such contributions or expenditures. Thus, the Act reflects the fact

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that a corporation can only act through individuals, and the general rule that the illegal acts of corporate officers may also be imputed to the corporation for purposes of both civil and criminal liability. See generally, Fletcher Cyc. Corp. §§ 4877 and 4942.

The evidence recounted above, both testimonial and documentary, overwhelmingly demonstrates that Charles A. Ross consented to Birdview's making corporate contributions in violation of 2 U.S.C. § 441b(a), and had these illegal contributions made in the names of himself and others in violation of 2 U.S.C. § 441f. Major participants in the various schemes have admitted in sworn testimony, and in conciliation agreements with the Commission, that they were illegally reimbursed by Birdview for contributions made to federal candidates and committees. The evidence also demonstrates that Charles A. Ross, the undisputed leader of Birdview who founded, built and ultimately presided over the company's dissolution, was the prime mover behind the various schemes to funnel illegal corporate funds to candidates for federal office. This Office attempted to depose Mr. Ross, but he exercised his fifth amendment privilege throughout the entire deposition. The fact that Mr. Ross refused to give testimony to the Commission on his own behalf can be used to infer that had he spoken, he would not have negated the Commission's finding that he played a leading and substantial role in Birdview's reimbursement schemes. See Baxter et al. v. Palmigiano, 425 U.S. 308 (1976)(permitting an adverse inference to be drawn from a witness's silence at a civil

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proceeding is not, on its face, an invalid practice). Accordingly, Charles A. Ross violated 2 U.S.C. §§ 441b and 441f.

The Act also addresses violations of law that are knowing and willful. See 2 U.S.C. §§ 437g(a)(5)(C) and 437g(d). During the House debates on the Conference Report for the 1976 Amendments, Congressman Hays stated that the phrase "knowing and willful" referred "to actions taken with full knowledge of all of the facts and a recognition that the action is prohibited by law." 122 Cong. Rec. H3778 (daily ed. May 3, 1986)(remarks of Congressman Hays). The knowing and willful standard has also been addressed by the courts. In Federal Election Commission v. John A. Dramesi for Congress Committee, 640 F. Supp. 985 (D.N.J. 1986), the court noted that the knowing and willful standard requires knowledge that one is violating the law.

As noted above, Charles Ross was aware as early as 1982, before any of the contributions discussed above were made, that corporations could not make contributions in connection with federal elections. Despite this knowledge, he became engaged in repeated schemes to make such prohibited contributions through falsification of Birdview's corporate records and through the use of its officers, employees and others. The reimbursements by Birdview occurred in the form of advances, bonuses, and reimbursements. This circuitous method of making prohibited contributions further demonstrates that the violations of 2 U.S.C. § 441f were intentionally used as means to achieve other illegal ends, i.e., the making of corporate contributions known by Mr. Ross to be prohibited by 2 U.S.C. § 441b. The evidence

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set forth above demonstrates that Mr. Ross knew that Birdview's reimbursement of contributions violated the law.

As discussed earlier in this brief, Mr. Ross knowingly and willfully consented to Birdview's reimbursement of $27,000 in contributions from 1982 to 1985 to the following individuals:

Name	Amount
Wanda Bowman	$ 250
Cynthia Galemore	1,000
Dale Galemore	1,000
Edward Gibson	1,500
Darlene Hackerott	1,000
Edward Hackerott	1,000
David Hamilton	1,000
Martha Hamilton	1,000
Roger Mason	1,000
David Owen	10,000
Betty Owens	1,000
Robert Owens	1,250
Sharon Phillips	1,000
Steven Phillips	1,000
Merett Ross	1,000
Stanton Ross	1,000
Joy Small	1,000
Steven Small	1,000
TOTAL	$27,000

In addition, Charles Ross knowingly and willfully consented to Birdview's making a $250 contribution to Charlie Rose and a $1,500 contribution to Tim Wirth, in Charles Ross's own name.[11] Also, Mr. Ross knowingly and willfully made a $1,000 contribution in the name of his daughter, Ronda Dumovich (nee Ross), to the

11. Mr. Ross and his wife themselves made at least $28,800 in political contributions. Although it is likely that the Rosses were reimbursed for their contributions by Birdview, there is no evidence that relates specific contributions to specific reimbursements from Birdview. That is because of Ross's pervasive use of Birdview funds, as noted in footnote 4, supra.

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Dole for Senate Committee.[12]

Charles A. Ross, the Founder, President and Chairman of the Board of Birdview, was the instigator of Birdview's contribution and reimbursement schemes, and consented to Birdview's reimbursing employees, including himself, and their spouses for political contributions made in their own names. Accordingly, the General Counsel recommends that the Commission find probable cause to believe that Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

III. GENERAL COUNSEL'S RECOMMENDATION

Find probable cause to believe that Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

2/4/91
Date

Lawrence M. Noble
General Counsel

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12. Given Mr. Ross's pervasive use of Birdview's funds for personal use, it is possible that Birdview's money was used to reimburse Ross's daughter for her contribution. However, there is not sufficient evidence to include this contribution as an additional 2 U.S.C. § 441b violation.

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 12, 1991

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. F. Stannard Lentz
Lentz & Clark
5818 Reeds Road
P.O. Box 1704
Mission, Kansas 66222

RE: MUR 2582
Birdview Satellite
Communications, Inc.

Dear Mr. Lentz:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on February 25, 1988, the Federal Election Commission found reason to believe that Birdview Satellite Communications, Inc. knowingly and willfully violated 2 U.S.C. §§ 441b and 441f, and instituted an investigation in this matter.

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that violations have occurred.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Birdview Satellite Communications, Inc.)

GENERAL COUNSEL'S BRIEF

I. STATEMENT OF THE CASE

On February 25, 1988, the Commission found reason to believe that Birdview Satellite Communications, Inc. ("Birdview") knowingly and willfully violated 2 U.S.C. §§ 441b and 441f. These violations stemmed from a scheme to reimburse Birdview employees and their spouses for contributions made to the political committee of a candidate for federal office. Birdview was founded by Charles A. "Bud" Ross in 1980, and was incorporated in March of 1981. A publicly traded corporation located in Kansas, Birdview manufactured satellite dishes for televisions.[1] At all times relevant to the events discussed in this brief, Mr. Ross was the President and Chairman of the Board of Birdview. Throughout the history of the company, Birdview and Mr. Ross were closely identified with one another. At least one corporate officer testified that he understood Birdview to be Bud Ross's company, and that it was to be run the way he wanted it run.

The investigation has shown that Birdview reimbursed its employees and others for political contributions in every year from 1982 through 1985, and that Charles Ross was the primary

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1. Birdview, a Delaware corporation, filed for bankruptcy in Topeka, Kansas on August 18, 1986. The case number is 86-41150-11.

mover in the various schemes to provide corporate funds to federal candidates in the names of others. While the majority of prohibited contributions were to the Dole for Senate Committee, Birdview also reimbursed individuals for contributions to other candidates. These included earmarked contributions made through the National Republican Senatorial Committee ("NRSC"), and the Society for Private and Commercial Earth Stations Political Action Committee ("SPACE"), a now defunct multicandidate political committee.[2]

A. DOLE FOR SENATE COMMITTEE

Contributions were made to the Dole for Senate Committee in 1983, 1984, and 1985. The details of these contributions are discussed below.

1. 1983 Contributions

All of the 1983 contributions were made in December of 1983, when nine Birdview employees and spouses each contributed $1,000, for a total of $9,000, to the Dole for Senate Committee at the instigation of Charles Ross. These contributions were made in conjunction with a dinner/fundraiser for Senator Dole that was held at the home of Mr. Ross and his wife, Gunilla. Mr. and Mrs. Ross hosted the fundraiser at the request of David C. Owen.[3]

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2. On March 14, 1984, SPACE filed an amended statement of organization, changing its name to the Satellite Television Industry Association Political Action Committee. This Committee filed a termination report with the Commission on July 23, 1987.

3. David C. Owen was at the time President of the Dole for Senate Committee and a consultant to Birdview. Mr. Owen is a long-time associate of Senator Dole's, and has known Mr. Ross since grammar school. His involvement in Birdview's reimbursement schemes is discussed in greater detail in part I.B., infra.

The nine individuals are Edward and Darlene Hackerott, Roger Mason, Robert and Betty Owens, Steven and Sharon Phillips, and Stanton and Merett Ross. All of the men were employees of Birdview. Edward Hackerott and Steven Phillips, both vice presidents of the corporation, freely admitted under oath that they were reimbursed by Birdview. A third vice president, Robert Owens, testified that he sought reimbursement from the corporation for the contributions made by him and his wife, and that a $2,000 payment he received from Birdview might well have been the reimbursement he had sought. Roger Mason exercised his fifth amendment privilege against self incrimination at his deposition. Stanton and Merett Ross, Charles Ross' son and daughter in-law, testified that they were not reimbursed.

There are several Birdview documents that shed light on these contributions, including a worksheet prepared by Birdview's outside auditors, Touche Ross & Co. The worksheet concerned Charles Ross' Account Activity for fiscal 1984. Based upon a review of documentary evidence and the testimony of several former Birdview employees, it appears that an advance or "clearing" account was maintained on the general ledger of accounts for use by employees, including Charles Ross. Whenever Mr. Ross requested a cash advance, he would receive the advance from this account. Often, the advances were for substantial amounts, and the

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paperwork failed to indicate the reasons for the advance.[4]

One of the pages of the worksheet prepared by Touche Ross has a handwritten subheading that reads: "Political Donations Various VP's" [sic].[5] Below the subheading is the following handwritten list:

Ed Hackerott	$2000.00
Roger Mason	1000.00
Bob Owens	2000.00
Steven Phillips	2000.00
Stan Ross	2000.00
	$9000.00

Next to the list is a handwritten note that states:

> Note: These political contributions were made by these VP's [sic] at Bud Ross's request. Birdview reimbursed them for the donations and charged the $9,000 against Bud Ross's advance account. Effect is nil on Birdview books therefore pass further investigation.

a. Edward and Darlene Hackerott

On its 1983 Year End Report, the Dole for Senate Committee reported receiving contributions of $1,000 each from Edward and Darlene Hackerott on December 16, 1983. According to the report, Edward Hackerott was an executive at Birdview and Darlene Hackerott was a housewife. This Office obtained several documents concerning the Hackerotts' contributions to the Dole for Senate Committee. In addition, Edward and Darlene Hackerott testified at depositions conducted by this Office on March 30, 1988.

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4. For instance, on 8/18/83, Charles Ross requested a check for $95,000 with no written explanation; there are many other instances of similar financial activity. Effectively, there was little distinction made between the personal funds of Mr. Ross, and the corporate funds of Birdview.

5. Stanton Ross was an employee, not a vice president, of Birdview. Roger Mason did not become a vice president until after the contributions of December of 1983.

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The Hackerotts produced copies of three documents. Two were checks of $1,000 each to the Dole for Senate Committee that had been drawn and negotiated on their joint checking account. One was signed by Darlene J. Hackerott and the other by E.H. Hackerott. Both were dated December 14, 1983. The third document was a deposit slip for the Hackerotts' joint checking account dated December 23, 1983. The deposit slip listed one item being deposited in the amount of $2,000, which was identified in handwriting as "B-View." In addition, this Office obtained a tissue paper copy of check number 7717 drawn on Birdview's account, which was dated December 22, 1983, in the amount of $2,000 and was made payable to Ed Hackerott.

Mr. Hackerott was Vice President of Finance for Birdview until August of 1983, when he became Vice President of Administration. Mr. Hackerott testified that Charles Ross approached him and asked him and his wife to each contribute $1,000 to Senator Dole's campaign. In response to this request, the Hackerotts prepared the contribution checks to Dole for Senate that are described above. Moreover, Mr. Hackerott testified under oath that he and his wife were reimbursed for the contributions they made to the Dole for Senate Committee. Specifically, he acknowledged that the above-described $2,000 check he received from Birdview and deposited into his joint checking account was meant to reimburse him and his wife for the contributions they had earlier made to the Dole for Senate Committee. Consistent with their testimony, Mr. and Mrs. Hackerott also admitted in signed conciliation agreements that they permitted their names to be used

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to effect contributions to the Dole for Senate Committee by Birdview.

Mr. and Mrs. Hackerott's admissions are entirely consistent with the above-described Touche Ross materials that indicate that nine individuals, at the behest of Charles A. Ross, made $1,000 contributions to the Dole for Senate Committee in December of 1983; and that these contributions were reimbursed by Birdview from a corporate account. Moreover, the dates of both the contributions by and reimbursement to the Hackerotts parallel those of the other seven individuals who made contributions of $1,000 each to Dole for Senate in December of 1983; in each of these cases, the evidence is consistent that Birdview's reimbursements took the form of expense advances paid directly to the four Birdview employees for their own, and in three of the four cases, their spouses' or fiance's contributions.

b. Steven and Sharon Phillips

The Dole for Senate Committee also reported receiving contributions of $1,000 each from Steven and Sharon Phillips on December 16, 1983. Mr. Phillips was at that time Birdview's Vice President of Engineering. Bank statements provided by Mr. and Mrs. Phillips show a $1,000 deposit to Mr. Phillips' checking account and a $1,000 deposit to Mrs. Phillips' checking account on December 21, 1983. Both Mr. and Mrs. Phillips testified at Commission depositions conducted on May 9, 1989. At his deposition, Mr. Phillips testified that although he has no specific recollection of being reimbursed by Birdview: ". . .I would have to assume that I did get reimbursed." Mr. Phillips

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went on to explain that because of his financial situation at the time the contributions from he and his wife were made, they couldn't afford to contribute $2,000 to a political campaign. He further testified that someone at Birdview told him that he could expect to be reimbursed, but he does not recall who made that representation to him.

Mr. and Mrs. Phillips have both admitted in signed conciliation agreements that they made contributions to Dole for Senate that were reimbursed by Birdview. Mr. Phillips was approached by a fellow Birdview officer in December of 1983, who told him that he and his wife should each make contributions of $1,000 to the Dole for Senate Committee. Mr. Phillips does not recall which Birdview officer told him to make the contributions to the Dole Committee. He testified at his deposition that Bud Ross would have been the obvious one to request the contributions, but it could also have been Dave Hamilton or Bob Owens. On or about December 15, 1983, Mr. and Mrs. Phillips attended a dinner party in honor of Senator Dole that was hosted by Charles and Gunilla Ross. Other Birdview employees and their spouses attended this dinner, as did Senator Dole. Mr. Phillips recalls that he personally handed his contribution of $1,000 to Senator Dole at the event; Sharon Phillips also made a contribution of $1,000. Both were reimbursed by Birdview on or about December 21, 1983.

The admissions by Steven and Sharon Phillips are consistent with those of Edward and Darlene Hackerott and with the description of Mr. Phillips' reimbursed political contribution by Touche Ross; they are also part of a uniform pattern of

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contributions and reimbursements by other Birdview employees and spouses to Dole for Senate in December of 1983.

c. Robert and Betty Owens

The Dole for Senate Committee also reported receiving two $1,000 contributions from Robert and Betty Owens on December 16, 1983. Mr. Owens was Birdview's Vice President of Marketing from April of 1981 to October of 1983, when he became Birdview's Executive Vice President. Mr. and Mrs. Owens submitted documents regarding their contributions to the Commission, and this Office obtained additional documents related to these contributions. This Office also deposed Robert and Betty Owens on April 20, 1988.

Documents concerning the Owenses' contributions to the Dole for Senate Committee are described below. First are copies of two checks drawn on their joint checking account that were used to make their contributions to the Dole for Senate Committee. These are check numbers 2539 and 2540, both of which were dated December 14, 1983, each in the amount of $1,000; they were made payable to Dole for Senate. One check was signed by Mr. Owens and the other by Mrs. Owens. Second is a letter to the Owenses from Senator Dole that expresses the Senator's regret that they could not attend the dinner hosted by Bud and Gunilla Ross and thanks them for their contributions. Third is an internal Birdview check request form that was filled out and approved by David Hamilton, Birdview's Vice President of Finance. This form requested a $2,000 check for Bob Owens that was needed by December 22, 1983; the reason was purported to be a "Special Expense Advance." Fourth is check number 7720 written on Birdview's checking

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account. This check was dated December 22, 1983, in the amount of $2,000 and was made payable to Robert E. Owens. Finally, there is a deposit slip for the Owenses' joint checking account that includes a $2,000 item deposited on January 3, 1984.

According to Mr. Owen's deposition testimony, he was informed that Charles Ross wanted him and other Birdview employees to make contributions to Dole for Senate; he was told that he and his wife each had to contribute $1,000 to the campaign; he felt that he had no choice but to contribute; and he gave his and his wife's contributions to a Birdview officer or employee to deliver to the Dole for Senate Committee. Mr. Owens was angry about being told to make the contribution, and was concerned that the $2,000 would have to be paid by him and his wife. He wanted to be reimbursed and sought out David Hamilton, Vice President of Finance, to discuss how this might be accomplished. Mr. Owens testified that he and Mr. Hamilton discussed reimbursement and the fact that a number of Birdview employees were being told to make contributions to Dole for Senate. Mr. Owens testified that he did not recall if Mr. Hamilton assured him that there would be reimbursement, and that he did not specifically recall receiving reimbursement. He indicated in his testimony, however, that he recalled that the matter was ultimately resolved to his satisfaction. In fact, the evidence clearly shows that Mr. Owens was reimbursed $2,000 for his and his wife's contributions by the Birdview check described above that was dated December 22, 1983.

The documents relating to the contributions of Mr. and Mrs. Owens, as well as Mr. Owens' testimony, demonstrate that both

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Robert and Betty Owens made contributions to Dole for Senate that were reimbursed by Birdview. This is consistent with the Touche Ross description of Mr. Owens' reimbursed political contribution, and the admissions of Edward and Darlene Hackerott and of Steven and Sharon Phillips. It also fits the pattern of the other contributions by Birdview employees and spouses in December of 1983.

d. Stanton and Merett Ross

The Dole for Senate Committee also reported receiving two $1,000 contributions from Stan and Merett Ross, on December 16, 1983. Stanton Ross was an employee at Birdview, and is the son of Charles Ross. This Office conducted depositions of Stanton and Merett Ross on April 20, 1988. In addition, this Office obtained several documents relating to these contributions.

Both Stanton and Merett Ross testified that they made the contributions to the Dole for Senate Committee, and that they attended the dinner party at the home of Charles and Gunilla Ross in December of 1983. Both of them, however, deny being reimbursed for the contributions. This Office obtained two $1,000 checks dated December 15, 1983, that were made payable to Dole for Senate and were signed by Stanton and Merett Ross. These checks were drawn on a newly opened checking account, and the checks used did not have the maker's name printed on them. In addition, a Birdview check request form was filled out, requesting a $2,000 check for Stan Ross that was needed by December 22, 1983. This request was made by David Hamilton, the Vice President of Finance; the purported reason was for a travel advance. Birdview check

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number 7712, dated December 22, 1983, in the amount of $2,000 was prepared for Stanton Ross in response to this request.

Stanton Ross testified that he and his then fiancee, Merett Tarpley, made $1,000 contributions to Dole for Senate because Senator Dole was good for the satellite industry. He maintained that his and Merett's contributions were not coerced, and that they both made independent decisions to make the contributions. He testified that he never discussed, nor did he ever receive, reimbursement from Birdview for these contributions.

Mr. Ross testified that the $2,000 he received from Birdview on or about December 22, 1983, was unrelated to his and Merett's contributions to Dole for Senate of one week earlier. Under questioning, Mr. Ross testified that the $2,000 payment was for a travel advance, although he was unable to do more than generally speculate as to the particular travel for which the advance had purportedly been made.

The testimony of Merett Ross concerning her contribution was confused. She indicated that she and Stanton Ross were not married until February 4, 1984, several weeks following the contributions in question, and was unable to explain why she had not signed her maiden name to the check. She testified that she could not recall the details of the contribution, but did remember attending the dinner party at the home of Charles and Gunilla Ross that was also attended by Senator Dole.

In light of the aforementioned evidence, the testimony of Stanton and Merett Ross is not credible. The Touche Ross document indicates that Mr. Ross was reimbursed $2,000 for political

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contributions made at the request of Charles Ross, his father. Edward Hackerott, Steven Phillips, and Robert Owens, all former Birdview officers, have all testified that the contributions they and their wives made to Dole for Senate were related to their positions at Birdview. Their contributions were all made on or about December 16, 1983 in response to instructions from either Charles Ross or a fellow Birdview officer. All the contributions were in the amount of $1,000, or $2,000 per couple. All of the men were employees of Birdview; all were reimbursed by Birdview by checks in the amount of $2,000 dated December 21, or 22, 1983; all these checks were from the same Birdview account.

Stanton and Merett Ross (nee Tarpley) made contributions of $1,000 each to Dole for Senate on or about December 16, 1983, as did the three couples described above. Stanton Ross received a $2,000 payment from Birdview approximately one week later, as did the other Birdview employees, described above. The pattern is precisely the same in the case of Stanton and Merett Ross, and is wholly consistent with the Touche Ross description as to the reimbursed political contributions to Edward Hackerott, Steven Phillips, Robert Owens and Roger Mason.

e. Roger Mason

On its 1983 Year End Report, the Dole for Senate Committee also reported receiving a $1,000 contribution from Roger Mason on December 16, 1983. According to the report, Mr. Mason was an executive at Birdview. Mr. Mason provided several documents concerning his contribution to the Dole for Senate Committee; additional documents obtained by this Office also relate to

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Mr. Mason's contribution. At a deposition conducted by this Office on May 10, 1988, Mr. Mason asserted his fifth amendment privilege against self-incrimination, refusing to answer any questions about his employment at Birdview or about any political contributions with which he was involved.

Documents that relate to Mr. Mason's contribution to the Dole for Senate Committee are described below. First, check number 1293 was drawn on Mr. Mason's checking account in the amount of $1,000, was dated December 13, 1983, and was made payable to Dole for Senate. Second, there is a letter signed by Senator Dole, that reads in part:

> I was sorry you could not make it to the dinner which Bud and Gunilla hosted, but I certainly understand.
>
> You were great to send along your most generous contribution, and I want you to know how deeply appreciative I am.

Third, an internal check request form for Birdview requested a $1,000 check for Roger Mason that was needed on December 22, 1983. The reason for the request was a "special expense advance." The request was approved by David K. Hamilton, Birdview's Vice President of Finance. Finally, check number 7719, drawn on Birdview's checking account in the amount of $1,000, was made payable to Roger Mason; it was dated December 22, 1983.

These documents confirm the Touche Ross description of Mr. Mason's reimbursed political contribution, discussed above. The pattern is wholly consistent with that of Edward Hackerott, Robert Owens, Steven Phillips and Stan Ross. Indeed, Mr. Mason's contribution and reimbursement is distinguishable from the others

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in December of 1983 in only one respect. In each of the other cases, the employee and his spouse made contributions of $1,000 each; each employee was reimbursed in the amount of $2,000 for the two contributions. In Mr. Mason's case, there was no related spousal contribution, and his reimbursement was for the $1,000 contribution he made to Dole for Senate in his name.

Additionally, the fact that Mr. Mason refused to give testimony to the Commission on his own behalf is additional evidence that he was somehow involved in Birdview's reimbursement of contributions. See Baxter et al. v. Palmigiano, 425 U.S. 308 (1976)(permitting an adverse inference to be drawn from a witness's silence at a civil proceeding is not, on its face, an invalid practice).

f. 1983 Contribution Summary

In conclusion, nine individuals made contributions of $1,000 each to the Dole for Senate Committee in December of 1983 as part of a corporate fundraising scheme that involved corporate reimbursements of $9,000 to the five Birdview employees and four others who participated. The testimony of the participants, an audit conducted by Birdview's outside auditors, public records, and other documentary evidence support this conclusion. No credible evidence exists to support a different one.

2. 1984 Contributions

Six contributions of $1,000 each were made in June of 1984 to the Dole for Senate Committee. The contributions were made in the names of Dale and Cynthia Galemore, David and Martha Hamilton, and

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Steven and Joy Small. All of the men were employees of Birdview when these contributions were made, and David Hamilton and Steven Small were both Birdview Vice Presidents. Steven Small and David Hamilton admitted that they were reimbursed at their depositions. Dale Galemore and his wife, Cynthia, testified that they did not feel that they were reimbursed per se, but acknowledged that they were pressured to contribute and that they received payments from Birdview that allowed them to cover the contributions.

The contributions that were made by Birdview employees in 1984 were reimbursed using a different accounting method than the 1983 contributions. In 1983, the contributors were given fabricated cash advances that they never paid back or otherwise justified. In 1984, the reimbursement process was more complicated. The contributors were initially given a cash advance to cover the amount of the check. Then they were given a bonus that was equal to the amount of the contributions, plus the additional taxes and standard deductions that would have to be paid on the contribution amount. When the bonuses were paid, the taxes, standard deductions, and the cash advance itself were all subtracted, leaving a small amount, $49, for each employee who was reimbursed.

A handwritten memorandum, and Birdview payroll records from June of 1984, shed light on this second contribution and reimbursement scheme involving the Dole for Senate Committee. Dale Galemore, David Hamilton, and Steven Small each received a $2,000 cash advance in the middle of June of 1984; on June 30,

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each of them also received a $3,000 bonus. Each bonus came to $2,049 after taxes and other standard deductions; from this amount the $2,000 cash advance was subtracted, leaving a net bonus of $49. Both David Hamilton and Steven Small admitted that the bonuses they received were designed to reimburse them for their contributions and those of their spouses to the Dole for Senate Committee. They also testified that Charles Ross had solicited the contributions from them.

The handwritten memorandum appears to be notes on how Birdview's payroll department should record the cash advances and bonuses. Part of this memorandum was written by David Hamilton, Birdview's Vice President Of Finance. This portion consisted of three columns of names and numbers. The other portion of the memorandum appears to have been written by one of the bookkeepers who worked for Mr. Hamilton. The memo, which contains arrows, initials, and other markings, reads, in part, as follows:

	170-02	ded	B
S. Small	2,000		3,000
D. Galemore	2,000		3,000
D. Hamilton	2,000		3,000

6/30/84 P/R entered as 2nd check - Bonus less $2,000.00 adjustment.[6]

a. Steven and Joy Small

The Dole for Senate Committee reported receiving two contributions of $1,000 each from Steven and Joy Small on July 23, 1984. At that time, Steven Small was Birdview's Vice President of

6. Testimony has confirmed the following: on Birdview's general ledger, the advance account was 170-02; "ded" refers to deductions; "B" to bonus; and "P/R" to payroll.

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Manufacturing. This Office obtained several documents that concern the Smalls' contributions to the Dole for Senate Committee. In addition, this Office deposed Mr. and Mrs. Small on March 28, 1988.

In addition to the memorandum and payroll register described above, this Office has obtained three other documents concerning the Smalls' contributions. Two of these documents are checks drawn on the Smalls' joint checking account that were in the amount of $1,000 each, were made payable to Dole for Senate, and were dated June 11, 1984. One of the checks was signed by Steven Small, and the other check was signed by Joy Small. The final document was a check request form requesting a $2,000 "advance" for Steven Small by June 14, 1984. The advance was requested by David Hamilton.

Mr. Small testified that he and his wife made the contributions to Dole for Senate at the request of Charles Ross. He also stated that he met with Mr. Hamilton in order to determine the amount of the bonus needed to fully reimburse the $2,000 in contributions after taxes. Mr. Hamilton testified that he does not recall this meeting, but acknowledged that it could have occurred and that the handwritten memorandum described above, listing the bonuses and advances to Mr. Small, Mr. Galemore and himself, was written by him. Mr. Small also testified that he had spoken to Dale Galemore in 1988, after the reimbursement scheme was discussed in a Kansas City newspaper, and that Mr. Galemore had told him that Mr. Galemore and his wife had also been reimbursed by Birdview. Both Mr. and Mrs. Small signed

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conciliation agreements admitting that they were reimbursed by Birdview for the contributions they made to the Dole for Senate Committee.

b. David K. Hamilton and Martha J. Hamilton

The Dole for Senate Committee also reported receiving two $1,000 contributions from David and Martha Hamilton on July 23, 1984. At that time, Mr. Hamilton was Birdview's Vice President of Finance. His duties included supervising the payroll department. Mr. Hamilton's immediate supervisor was Charles Ross. In June of 1984, Mr. Hamilton also became Assistant Secretary of Birdview. This Office has obtained several documents concerning the Hamiltons' contributions, aside from the handwritten memorandum and payroll register, discussed above. This Office deposed Mr. Hamilton on March 28 and May 9, 1988.

In June of 1984, both Mr. and Mrs. Hamilton each made $1,000 contributions to the Dole for Senate Committee. Mr. Hamilton testified that Charles Ross approached him and asked that he and his wife each make $1,000 contributions to the Dole for Senate Committee. He made the contribution because he thought it would help Birdview. Mr. Hamilton also testified that his wife made her contribution at his direction.

On June 14, 1984, Mr. Hamilton filled out a "check request" form for a $2,000 cash advance. Subsequent to filling out the form, Mr. Hamilton received an advance of $2,000 that he and his wife deposited into their joint checking account in order to cover their contributions to the Dole for Senate Committee. On June 30, 1984, Mr. Hamilton received a $3,000 bonus from Birdview, which

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came to $2,049 after taxes. The $2,000 cash advance was deducted from the amount of the bonus. Thus, Mr. Hamilton received a net bonus of $49 after all the deductions were taken on June 30, 1984. Mr. Hamilton testified that the purpose of the $3,000 bonus was to reimburse him and his wife for the contributions they made to the Dole for Senate Committee.

c. Dale and Cynthia Galemore

The Dole for Senate Committee reported receiving two $1,000 contributions from Dale and Cynthia Galemore on July 23, 1984. In 1984, Dale Galemore was an employee of Birdview. In addition to the memorandum described above, this Office has obtained several documents concerning the Galemores' contributions to the Dole for Senate Committee. Moreover, this Office deposed Dale and Cynthia Galemore on March 29, 1988.

Dale and Cynthia Galemore each signed a personal check on their joint checking account for $1,000 that was payable to Dole for Senate. These were check numbers 534 and 535, both of which were dated June 11, 1984. According to Mr. Galemore's pay check stub dated June 29, 1984, he received a $3,000 bonus less a $2,000 adjustment for the pay period from June 16 to June 30, 1984. The net amount of the bonus was $49 after all standard deductions and the cash advance repayment were subtracted.

Dale Galemore testified that he made a $1,000 contribution to the Dole for Senate Committee, but that he was not reimbursed. In early June 1984, Mr. Galemore had a conversation with his supervisor, Roger Mason. At that time, Mr. Mason was Vice President of Purchasing. During the conversation, Mr. Mason

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informed Mr. Galemore that Mr. Galemore would be receiving a $3,000 bonus because of his job performance. The conversation also covered politics, and Mr. Mason suggested that Mr. Galemore should vote for and financially support Senator Dole. Mr. Galemore asked Mr. Mason why Birdview was not making a contribution to Senator Dole. In response, Mr. Mason purportedly stated that Birdview had already contributed the maximum that a corporation could contribute, and that Birdview was encouraging its employees and others in the satellite industry to contribute and support the Dole campaign. Mr. Mason is also said to have informed Mr. Galemore that Mr. Galemore and his wife could each contribute up to $1,000. The conversation lasted a total of approximately 20 minutes. Mr. Galemore testified that he still would have contributed to the Dole campaign if he had not received the bonus, but he was not sure how much he would have contributed under those circumstances.

On June 11, about 10 or 12 days after the conversation between Roger Mason and Dale Galemore, Roger Mason telephoned Dale Galemore at his home after working hours concerning the Dole for Senate Committee. Mr. Mason requested that Mr. Galemore come to Birdview that evening with contributions for the Dole for Senate Committee from the Galemores. Mr. Galemore complied with this request by his supervisor. When Mr. Galemore arrived at Birdview, he asked if he could get the bonus before the end of the month. Mr. Mason said he would see what he could do about it. A few days later, on June 15, Mr. Galemore received a $2,000 cash advance.

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This Office also deposed Mrs. Galemore. Mrs. Galemore testified that she and her husband were planning to use the funds they received from her husband's bonus to make their contributions to the Dole for Senate Committee.

Given the overwhelming weight of the evidence, including their own testimony, the Galemores' claim that they were not reimbursed for the above-described contributions to the Dole for Senate Committee is neither a credible nor reasonable position. According to Birdview's payroll register, there were only three Birdview employees who received bonuses on June 30, 1984. In addition to Mr. Galemore, Messrs. Small and Hamilton received them. All of the bonuses were for $3,000. Moreover, all three men received cash advances of $2,000 earlier in the month, the same amount that each of them and their wives contributed to the Dole for Senate Committee. All three employees were listed on the handwritten memorandum prepared by David Hamilton. Two of the employees, both corporate officers, have admitted under oath that they were reimbursed for their and their wives' contributions. In addition, one Birdview officer, Steven Small, stated under oath that Dale Galemore told him that he and his wife, Cynthia Galemore, were reimbursed for their contributions to the Dole for Senate Committee by Birdview. The evidence is both clear and consistent that each of the above-described 1984 contributions totaling $6,000 was made by Birdview employees and their spouses pursuant to a corporate plan, and that the Galemores were reimbursed by Birdview, as were the Smalls and the Hamiltons.

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d. 1984 Contribution Summary

In conclusion, six individuals made contributions of $1,000 each to the Dole for Senate Committee in June of 1984 as part of a corporate fundraising scheme that involved corporate reimbursements of over $6,000 to the three Birdview employees and spouses who participated. The testimony of the participants, the public record, and other documentary evidence support this conclusion. No credible evidence exists to support a different one.

3. 1985 Contribution

The Dole for Senate Committee reported receiving a $250 contribution from Wanda Bowman in 1985. Wanda Bowman was Charles Ross' secretary at that time. This Office obtained several documents that concern Ms. Bowman's contribution, and deposed her on January 26, 1989.

Ms. Bowman wrote a $250 contribution check to Dole for Senate, that was dated October 9, 1985. She attended a $250 a plate fundraiser with Gunilla Ross on October 9, 1985. Ms. Bowman testified that she attended the fundraiser in place of Charles Ross, who had to work late. She had not made prior plans to attend the fundraiser. At the dinner, where Elizabeth Dole spoke, Ms. Bowman made a $250 contribution to the Dole for Senate Committee. She handed her contribution check to David C. Owen, a consultant to Birdview and fundraiser for Senator Dole. This was the first time Ms. Bowman ever made a contribution to a political candidate.

On October 10, 1985, the day after the fundraiser, a $500

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bonus from Birdview was authorized by Edward Gibson, Birdview's Vice President of Marketing, for Ms. Bowman. After taxes and other standard deductions, the bonus resulted in net pay of $391.75. This bonus, the only one Ms. Bowman ever received from Birdview, reimbursed her for the contribution she made in her name to the Dole for Senate Committee. Ms. Bowman signed a conciliation agreement admitting that she was reimbursed by Birdview for the contribution she made to the Dole for Senate Committee.

It appears that Ms. Bowman was reimbursed by Birdview for her contribution to the Dole for Senate Committee with the consent of Charles Ross. Ms. Bowman attended the fundraiser with the approval of Charles Ross. At a Birdview board meeting, when it because evident that Mr. Ross could not attend the fundraiser, Ms. Bowman suggested that she attend in his place and Mr. Ross agreed. Before going to the fundraiser, Ms. Bowman discussed her contribution to the Dole for Senate Committee with him. Although Ms. Bowman stated that Mr. Ross did not tell her what amount of contribution to make, both Mr. Ross and his wife, Gunilla, each made a contribution to the Dole for Senate Committee in the amount of $250 on the same day as Ms. Bowman. The day after the fundraiser, a bonus was authorized for Ms. Bowman which the purpose of which was to reimburse Ms. Bowman for the contribution she made to the Dole for Senate Committee. As Ms. Bowman's supervisor, Mr. Ross must have known about Birdview's reimbursement of Ms. Bowman's contribution in the form of a bonus.

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B. **CONTRIBUTIONS TO THE NRSC**

David C. Owen, a former consultant to Birdview and President of the Dole for Senate Committee, Inc., was deposed by representatives of this Office on February 28, 1989. In 1984, David C. Owen was a consultant to Birdview. Mr. Owen received $10,000 from Birdview in September, 1984, that was intended to be a contribution to the Republican Senatorial Trust, a project of the National Republican Senatorial Committee ("NRSC"). On September 12, 1984, Birdview issued check number 15320, which was for $10,000; the payees were the Senatorial Trust and David Owen. The Birdview check was signed by David Hamilton, Birdview's Vice President of Finance, and Doris Dettweiler, Birdview's Controller. Mr. Owen testified that he endorsed both of the payees' names on the reverse of the check, and deposited the check into the "David C. Owen - Special Account" at Stanley Bank in Stanley, Kansas.

On September 13, 1984, Mr. Owen wrote a letter to Gracia Barker-Cross of the Republican Senatorial Trust which states: "Thanks for your help! I am enclosing checks totaling $10,000.00 for my trust membership. Please fill in the name of the winner in the Massachusetts [sic] primary on the blank check." Along with the letter were the following checks drawn on the "David C. Owen - Special Account," dated September 13, 1984:

Payee	Number	Amount
Pressler for Senate	6916	$2,000
Percy for Senate	6917	$1,000
Jepsen for Senate	6918	$1,000
Gramm for Senate	6919	$1,000
Raese for Senate	6920	$1,000
Simpson for Senate	6921	$1,000
Helms for Senate	6922	$1,000

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Cochran for Senate	6923	$1,000
Blank Check	6924	$1,000
	TOTAL	$10,000

Moreover, two related documents written in the previous year bear on the question of Birdview's role in the making of contributions to Republican candidates for the United States Senate through the NRSC. First, a letter from David C. Owen to Charles Ross, dated October 31, 1983, which was acknowledged by Charles Ross on November 18, 1983, reads in part:

> Thank you for the opportunity to work with you and Birdview as you plan for the future.
>
> In our meeting this morning, we covered the following items: (1) Dave will join the Republican Senatorial Trust, if possible, with Birdview paying the membership fee of $10,000 annually and any expenses incurred by Dave in attending the meetings....

Second, a letter from David C. Owen to Charles A. Ross, President and Chairman of the Board of Birdview, dated November 15, 1983, reads in part:

> I just received notification from the Republican Senatorial Trust that I can renew my membership....please forward a check in the amount of $10,000 payable to David C. Owen, and I will send my personal check to the trust.

In his testimony, David Owen acknowledged that he negotiated with Charles Ross to have Birdview pay for his membership in the Republican Senatorial Trust, and that he ultimately obtained and used Birdview funds to make corporate contributions of $10,000 in his name through the NRSC. Mr. Owen signed a conciliation agreement admitting that he knowingly and willfully violated the Federal Election Campaign Act of 1971, as amended, and that he was reimbursed by Birdview for the $10,000 contribution he made to

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nine senatorial campaigns that were earmarked through the NRSC.

C. EARMARKED CONTRIBUTIONS TO SPACE

Birdview employees were also reimbursed for earmarked contributions to federal candidates that they made through SPACE, a political committee that was once registered with the Commission. SPACE was originally registered as the Society for Private and Commercial Earth Stations Political Action Committee. On March 14, 1984, SPACE filed an amended statement of organization changing its name to the Satellite Television Industry Association Political Action Committee. SPACE's connected organization was the Society for Private and Commercial Earth Stations (which also changed its name in 1984). Charles Ross was active in SPACE's connected organization, and once served as its president. SPACE filed a termination report with the Commission on July 23, 1987.[7]

1. Contributions Earmarked for Charlie Rose

In April of 1982, Charles A. Ross and Robert Owens, Birdview's then Vice President of Marketing, each made $250 contributions to the Committee for Congressman Charlie Rose. These contributions were made as a result of a solicitation by SPACE. SPACE hosted a luncheon/fundraiser for Congressman Rose that cost $250 per person. The announcement of the fundraiser stated that "[c]hecks must be personal - not corporate" (highlighted in original). Attached to a copy of the notice from

7. The political committee referred to in this report as "SPACE" appears to be unrelated to a political committee that is currently registered with the Federal Election Commission as "SPACEPAC."

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SPACE were several handwritten post-it notes. One of the notes was from Birdview's former controller, Sherry Kannard, instructing a subordinate in the accounting office, Esther Oliver, regarding the preparation of checks for Messrs. Ross and Owens. Portions of the post-it notes read, in part:

> 2 cks: Bob Owens $250; CA Ross $250 ... $500 for Bob and Bud ... We will need to get $500.00 to them - payment must be made by a personal check, not a corporate one.

The Birdview documents, described above, demonstrate that both Charles Ross and Robert Owens were reimbursed for their $250 contributions to the Committee for Congressman Charlie Rose. Moreover, it appears that Birdview and its officers knew as early as 1982 that corporations could not make contributions to federal political committees.

2. Contributions Earmarked for Tim Wirth

Edward Lane Gibson, Birdview's former Vice President of Marketing, was deposed on January 19, 1989. He testified that at the direction of Charles Ross and with the understanding that he would be reimbursed by Birdview, he wrote a $3,000 check on his personal account on October 29, 1985, at a dinner in Washington, D.C. at which Senator Tim Wirth spoke. The check was made out to "SPACE PAC" and was earmarked for Tim Wirth. Mr. Gibson also testified that Mr. Ross told him that he would be reimbursed, and that in fact he was reimbursed for the contribution immediately on his return to Kansas.

SPACE's 1985 Year End Report shows a $1,500 contribution from Edward Gibson and a $1,500 contribution from Charles Ross, both of which were earmarked for the Committee for Tim Wirth and

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were dated October 29, 1985. Reports filed by the Committee for Tim Wirth show the receipt of these contributions from SPACE. As part of the investigation of this matter, Charles Ross produced copies of political contributions he made using his personal checking account. Mr. Ross did not produce a check to SPACE or the Committee for Tim Wirth. Therefore, it appears that Mr. Gibson's $3,000 check was attributed by SPACE to him and to Charles Ross, who was at one time President of SPACE's connected organization. Mr. Gibson signed a conciliation agreement admitting that he had been reimbursed by Birdview for the $3,000 contribution check he wrote to SPACE.

II. ANALYSIS

Pursuant to Section 441f of Title 2 of the Federal Election Campaign Act of 1971, as amended (the "Act"), "[n]o person shall make a contribution in the name of another or knowingly permit his name to be used to effect such a contribution, and no person shall knowingly accept a contribution made by one person in the name of another person." Under the Commission's regulations, a contribution in the name of another includes giving money or anything of value, all or part of which is provided to the contributor by another person without disclosing the source of the money or the thing of value to the recipient candidate or committee at the time the contribution is made. 11 C.F.R. § 110.4(b)(2)(i).

In Advisory Opinion 1986-41, the Commission noted that the prohibitions of section 441f apply to any person. This includes "an incorporated or unincorporated entity who gives money to

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another to effect a contribution in the second person's name." Moreover, a person who knowingly assists in the making of contributions in the name of another also violates that provision. See FEC v. Rodriguez, No. 86-687 Civ-T-10(B) (M.D. Fla. May 5, 1987) (unpublished order denying motion for summary judgment). Commission regulations now make explicit this cogent interpretation of the provision. 11 C.F.R. § 110.4(b)(iii) (1989).

The Act also prohibits corporations from making contributions and expenditures in connection with federal elections. In prohibiting such corporate involvement in the electoral process, the Act imposes liability on both corporate officers and the corporation itself. 2 U.S.C. § 441b(a). Specifically, this provision makes it unlawful for a corporation to make a contribution or expenditure in connection with a federal election, and for its officers to consent to such contributions or expenditures. Thus, the Act reflects the fact that a corporation can only act through individuals, and the general rule that the illegal acts of corporate officers may also be imputed to the corporation for purposes of both civil and criminal liability. See generally, Fletcher Cyc Corp §§ 4877 and 4942.

The evidence recounted above, both testimonial and documentary, overwhelmingly demonstrates that Birdview officers caused corporate contributions to be made in violation of 2 U.S.C. § 441b(a), and had these illegal contributions made in the names of themselves and others in violation of 2 U.S.C. § 441f. Major participants in the various schemes have admitted in sworn

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testimony, and in conciliation agreements with the Commission, that they were illegally reimbursed by Birdview for contributions made to federal candidates and committees. The evidence also demonstrates that Charles A. Ross, the undisputed leader of Birdview who founded, built and ultimately presided over the company's dissolution, was the prime mover behind the various schemes to funnel illegal corporate funds to candidates for federal office.[8] Accordingly, Birdview violated 2 U.S.C. §§ 441b and 441f.

The Act also addresses violations of law that are knowing and willful. See 2 U.S.C. §§ 437g(a)(5)(C) and 437g(d). During the House debates on the Conference Report for the 1976 Amendments, Congressman Hays stated that the phrase "knowing and willful" referred "to actions taken with full knowledge of all of the facts and a recognition that the action is prohibited by law." 122 Cong. Rec. H3778 (daily ed. May 3, 1986)(remarks of Congressman Hays). The knowing and willful standard has also been addressed by the courts. In Federal Election Commission v. John A. Dramesi for Congress Committee, 640 F. Supp. 985 (D.N.J. 1986), the court noted that the knowing and willful standard requires knowledge that one is violating the law.

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8. Ross and his wife themselves made at least $28,800 in political contributions. Ross's daughter, Ronda Ross Dumovich, also made a $1,000 political contribution while she was in college. At that time, Miss Ross was supported solely by her father. Although it is likely that the Rosses were reimbursed for their contributions by Birdview, there is no evidence that relates specific contributions to specific reimbursements from Birdview. That is because of Ross's pervasive use of Birdview funds, as noted in footnote 4, supra.

As noted above, Birdview was aware as early as 1982, before any of the contributions discussed above were made, that corporations could not make contributions in connection with federal elections. Despite this knowledge, Birdview engaged in repeated schemes to make such prohibited contributions through falsification of corporate records and through the use of its officers, employees and others. Birdview effected its illegal acts by having numerous individuals make the prohibited contributions in their names, and by providing them the requisite funds for the contributions in the form of advances, bonuses, and and reimbursements. That Birdview chose this circuitous method of making prohibited contributions further demonstrates that the violations of 2 U.S.C. § 441f were intentionally used as means to achieve other illegal ends, i.e., the making of corporate contributions known by Birdview and its officers to be prohibited by 2 U.S.C. § 441b. The evidence set forth above demonstrates that Birdview knew that its actions violated the law. At a minimum, Birdview knowingly and willfully made $28,750 in such prohibited contributions from 1982 to 1985:

Name	Amount
Wanda Bowman	$ 250
Cynthia Galemore	1,000
Dale Galemore	1,000
Edward Gibson	1,500
Darlene Hackerott	1,000
Edward Hackerott	1,000
David Hamilton	1,000
Martha Hamilton	1,000
Roger Mason	1,000
David Owen	10,000
Betty Owens	1,000
Robert Owens	1,250
Sharon Phillips	1,000
Steven Phillips	1,000
Charles Ross	1,750

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Merett Ross	1,000
Stanton Ross	1,000
Joy Small	1,000
Steven Small	1,000
TOTAL	$28,750

The Founder, President and Chairman of the Board of Birdview, Charles Ross, was the instigator of these contribution and reimbursement schemes, and many of Birdview's officers were accomplices and active participants in the violations. Accordingly, the Office of the General Counsel recommends that the Commission find probable cause to believe that Birdview Satellite Communications, Inc. knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

III. GENERAL COUNSEL'S RECOMMENDATION

Find probable cause to believe that Birdview Satellite Communications, Inc. knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

7/11/91
Date

Lawrence M. Noble
General Counsel

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THE MAST BUILDING
7500 WEST 110TH STREET
OVERLAND PARK, KANSAS 66210-2329

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91 JUL 26 AM 10:35

RECEIVED
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SECRETARIAT

July 23, 1991

Lawrence M. Noble
General Counsel
Federal Election Commission
Washington, D.C. 20463

Re: MUR 2582
Robert and Betty Owens

Dear Mr. Noble:

I received your letters of July 12, 1991 in these cases on July 22, 1991. As you may know, it has been over three years since Mr. and Mrs. Owens gave their depositions and it has been almost that long since our last contact with the Commission. I thought the matters had been dropped; my firm has moved to the new address shown above. Because of the long delay, I need to consult with my clients who have since relocated out of the Kansas City area to discuss the your brief before preparing or submitting a responsive brief. Therefore, this is to request an additional 20 days within which to submit your responsive brief.

Because I received your letter on July 22, 1991, I calculate the 15th day for our responsive brief to be August 6, 1991; accordingly, a 20 day extension would make our brief due on August 26. In view of the three years that have elapsed since our last contact on this matter and the difficulty of communicating with clients in another city, I submit good cause has been demonstrated and I request an extension to August 26, 1991. Such an extension should not significantly delay the Commission's proceedings.

Sincerely,

STINSON, MAG & FIZZELL

By
John C. Aisenbrey

JCA/lks

cc: Elizabeth Campbell
Robert and Betty Owens

9504368269

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 29, 1991

John C. Aisenbrey
Stinson, Mag & Fizzell
1201 Walnut Street
P.O. Box 419251
Kansas City, Missouri 64141-6251

RE: MUR 2582
Robert and Betty Owens

Dear Mr. Aisenbrey:

This is in response to your letter dated July 23, 1991, which we received on July 26, 1991, requesting an extension of 20 days until August 26, 1991 to respond. After considering the circumstances presented in your letter, I have granted the requested extension. Accordingly, your response is due by the close of business on August 26, 1991.

If you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

9504382650

MUR 2582

LAW OFFICES

LATHROP & NORQUIST

2600 MUTUAL BENEFIT LIFE BUILDING
2345 GRAND AVENUE
KANSAS CITY, MISSOURI 64108-2684
FAX (816) 421-0500
(816) 842-0820

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91 AUG -4 AM 9:10

July 31, 1991

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OFFICE OF GENERAL COUNSEL

91 AUG -5 AM 10:53

TELEFAXED TO 202-376-6223

Mr. George Rishel
Office of the General Counsel
Federal Elections Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR2582 - David K. Hamilton and Martha Hamilton

Dear Mr. Rishel:

This is to confirm my telephonic request for an extension of time to respond to the "GENERAL COUNSEL'S BRIEF" in the above-referenced matter. Although the letter is dated July 12, it was not received in our office until July 23. I have not had an opportunity to meet with my client until today and I have numerous pre-booked commitments on my calendar for the month of August. Accordingly, I would appreciate an extension that would permit the Hamiltons to file their Brief on or before August 26, 1991.

Thank you for your kind consideration of this request.

Very truly yours,

John H. Calvert
(jmm)

John H. Calvert

JHC/jmm
cc: David and Martha Hamilton

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 2, 1991

John H. Calvert, Esquire
Lathrop & Norquist
2600 Mutual Benefit Life Building
2345 Grand Avenue
Kansas City, MO 64108-2684

RE: MUR 2582
David K. Hamilton and
Martha Hamilton

Dear Mr. Calvert:

This is in response to your letter dated July 31, 1991, which we received on that day, requesting an extension until August 26, 1991, to respond to the General Counsel's Briefs. After considering the circumstances presented in your letter, I have granted the requested extension. Accordingly, your response is due by the close of business on August 26, 1991.

If you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

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06-C 2088

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91 AUG -5 AM 11:26

Koelling & Crawford, P.C.
Attorneys at Law

5950 North Oak
Suite 202
Kansas City, Missouri 64118

(816) 452-2468

FAX: (816) 453-3112

* Thomas W. Koelling
* Randall D. Crawford

* Licensed in Missouri and Colorado

August 2, 1991

91 AUG -5 PM 3:45

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

Federal Election Commission
General Counsel
999 E Street NW
Washington, D.C 20463

Attention: Elizabeth Campbell

Re: MUR 2582 Cynthia Galemore
MUR 2582 Dale Galemore

Dear Ms. Campbell:

I spoke to your supervisor today regarding an extension of time in which to file a responsive Brief regarding the above-referenced matters. I received your Brief regarding Dale Galemore on July 22, 1991. I received your Brief regarding Cynthia Galemore on July 25, 1991.

When I spoke to your supervisor today, he said that there should not be any problem in granting an extension to August 30, 1991. My schedule has required me to be out of my office a considerable amount of time these past several days and I therefore have not had the opportunity to give the necessary attention to these matters. I would appreciate your cooperation in granting me until August 30, 1991 to file my responsive Brief to both of these cases. I look forward to receiving your written confirmation of the requested extension.

Sincerely yours,

Randall D. Crawford

RDC/jo

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Response Brief

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SENSITIVE

July 29, 1991

To whom this may concern:

The facts remain the same!

Sincerely,
Ronda Dumovich

91 AUG -6 PM 3:47

MUR
2582

9150430826554

LAW OFFICES OF
HOSKINS, KING, McGANNON & HAHN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
1100 COMMERCE TRUST BUILDING
928 WALNUT STREET
KANSAS CITY, MISSOURI 64106
TELEPHONE
(816) 221-2416
TELECOPIER
(816) 221-4530

91 AUG -7 AM 9:19

August 6, 1991

VIA FACSIMILE

Elizabeth Campbell
Federal Election Commission
Washington, D.C. 20463

RE: MUR2582 - Roger Mason

Dear Ms. Campbell:

This will confirm our telephone conversation today wherein it was agreed that the general counsel's office would provide Mr. Mason with a 14 day extension up through and including August 20 within which to file a response to the general counsel's brief in this matter.

I appreciate your cooperation. If you have any questions, please call.

Very truly yours,

Daniel O. Herrington

Daniel O. Herrington

DOH/bat
cc: Mr. Roger Mason

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 9, 1991

Randall D. Crawford, Esquire
5950 North Oak
Suite 202
Kansas City, Missouri 64118

RE: MUR 2582
Cynthia Galemore
Dale Galemore

Dear Mr. Crawford:

This is in response to your letter dated August 2, 1991, which we received on August 5, 1991, requesting an extension until August 30, 1991. After considering the circumstances presented in your letter, I have granted the requested extension. Accordingly, your response is due by the close of business on August 30, 1991.

If you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

9504368226556

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 12, 1991

Daniel O. Herrington, Esq.
Hoskins, King, McGannon & Hahn
1100 Commerce Trust Building
922 Walnut Street
Kansas City, Missouri 64106

RE: MUR 2582
Roger Mason

Dear Mr. Herrington:

This is in response to your letter dated August 6, 1991, requesting an extension of 14 days until August 20 to respond to the General Counsel's brief. After considering the circumstances presented in your letter, I have granted the requested extension. Accordingly, your response is due by the close of business on August 20, 1991.

If you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

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LAW OFFICES OF
HOSKINS, KING, MCGANNON & HAHN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
1100 COMMERCE TRUST BUILDING
922 WALNUT STREET
KANSAS CITY, MISSOURI 64106
TELEPHONE
(816) 221-2418
TELECOPIER
(816) 221-4830

August 20, 1991

SENT BY FACSIMILE

Ms. Elizabeth Campbell
Federal Election Commission
Washington, D.C. 20463

Re: MUR2582-Roger Mason

Dear Ms. Campbell:

Pursuant to our discussion on August 15, 1991, I am attempting to obtain an affidavit from Dale Galemore as to Roger Mason's conduct concerning the contributions of Mr. and Mrs. Galemore to the Dole campaign.

Because of the need to obtain the Galemore affidavit, I am requesting an additional fourteen (14) days within which to respond to the General Counsel's brief on this matter.

I would appreciate your cooperation in this matter. If you have any questions, please call.

Very truly yours,

Daniel O. Herrington

Daniel O. Herrington

DOH/dgh
cc: Mr. Roger Mason

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 26, 1991

Daniel O. Herrington, Esquire
Hoskins, King, McGannon & Hahn
1100 Commerce Trust Building
922 Walnut Street
Kansas City, Missouri 64106

RE: MUR 2582
Roger Mason

Dear Mr. Herrington:

This is in response to your letter dated August 20, 1991, which we received on August 21, 1991, requesting an extension of 14 days until September 3, 1991. After considering the circumstances presented in your letter, I have granted the requested extension. Accordingly, your response is due by the close of business on September 3, 1991.

If you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 376-8200.

Sincerely,

Lawrence M. Noble
General Counsel

Lois G. Lerner

BY: Lois G. Lerner
Associate General Counsel

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BEFORE THE FEDERAL ELECTION COMMISSION

IN THE MATTER OF	)	
	)	MUR 2582
Martha Hamilton.	)	

RESPONDENT'S BRIEF

Respondent alleges a violation of Section 441f by Martha Hamilton on the basis of a check written by Mrs. Hamilton in June, 1984, to the Dole Campaign. To show a violation of Section 441f the government must show that at the time Mrs. Hamilton wrote the check and delivered the same for transmittal to the Dole Campaign, she knew that the contribution was being made on behalf of someone else. The government's brief establishes absolutely no evidence to show this required element of its case.

The government did not take Martha Hamilton's deposition and has never discussed the matter with Martha Hamilton. The only testimony by Mr. Hamilton with respect to Martha Hamilton's contribution, on page 44 of his deposition was as follows:

> Q. Do you recall what conversation you had with your wife when you -- about the contribution?
>
> A. Very short. I would have requested -- I don't recall verbatim. I'm just imagining I would have gone home and have said, we've been requested to do this and I think we should do it, and bingo, she would have signed the check and off it went."
>
> Q. Do you remember anything about her reaction --

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A. No, I don't.

Q. -- to it at all? When you made the contribution, did it at all strike you as unusual that Mr. Ross was asking you to support Senator Dole?

A. No, it did not. I knew he active politically."

That testimony does not establish a violation of the federal election laws by Mrs. Hamilton.

Accordingly, the Commission has no basis to find probable cause to believe that Mrs. Hamilton violated the Act as requested by the General Counsel.

WHEREFORE, Mrs. Hamilton respectfully requests the Commission to issue a finding that the Commission does not have probable cause to believe that she violated 2 U.S.C. § 441f.

Respectfully submitted,

LATHROP & NORQUIST

John H. Calvert

John H. Calvert
2345 Grand Avenue, Suite 2600
Kansas City, MO 64108
Telephone: (816)842-0820
Fax: (816)421-0500

8-24-91
Date

3778C

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
David K. Hamilton) MUR 2582

RESPONDENT'S BRIEF

I. Introduction.

The General Counsel's brief alleges knowing and willful violations of 2 U.S.C. 441b and 441f by Mr. Hamilton based on a $10,000 check to a Birdview consultant cosigned by Mr. Hamilton and the Birdview Controller in September 1984, expense advance checks to three Birdview Vice Presidents shortly after Mr Hamilton's employment by Birdview in December 1983 and bonuses paid to Mr Hamilton and two other Birdview Officers in June 1984 following contributions by each to the Dole campaign.

As reflected below the government's brief fails to show, and Mr. Hamilton vehemently denies, any knowledge with respect to the September 1984 and December 1983 transactions. As to the June 1984 transactions he acknowledges that he made a contribution to the Dole campaign for which he subsequently received a bonus that had the effect of reimbursing him for the contribution. However, he denies, and the governments brief fails to show, that the contribution was made with knowledge that it was prohibited by law. For the reasons set forth below Mr Hamilton urges the Commission to enter a no probable cause finding.

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II. David Owens Alleged Contribution of $10,000 to the Republican Senatorial Trust.

The General Counsel's Brief ("Brief") alleges a violation of the Federal Election laws by Mr. Hamilton solely on the basis of an alleged Birdview check co-signed by Doris Detweiller, the Birdview controller and David Hamilton, dated September 12, 1984 and which allegedly was made payable to "the Senatorial Trust and David Owen". Aside from the alleged check, which on its face shows no illegal use, the Brief shows no evidence that at the time Mr. Hamilton allegedly signed the check that he had any knowledge of the intended use of the funds. The General Counsel spent two days deposing Mr. Hamilton and never once was Mr. Hamilton shown the alleged check or asked about the circumstances surrounding the check or the alleged contributions. If he had been asked, he would deny any knowledge that the proceeds of the check were to be used for a political contribution.

The Brief also does not allege the testimony of any witness that would implicate Mr. Hamilton. It is curious to note that the Government case against Mr. Hamilton is no stronger than the case against Ms. Detweiller, who is not a party to any proceedings before the Commission.

Mr. Hamilton testified that he signed numerous checks for Birdview since he and Ms. Detweiller were the ones responsible for the signing of checks at the Company. Mr. Hamilton also testified at length that as long as a request was made by Mr. Ross, the Chief Executive Officer of the Company, Mr. Owens, the

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Executive Vice President, or one of the Vice Presidents in charge of an operating division, he felt that he had a responsibility for honoring the request. Mr. Hamilton was responsible for signing hundreds of checks each day and it was not possible for him to know the full details of each check that was put before him for signature.

The burden is on the Government to show a violation of the Statute. Hence, the burden is on the government to show knowledge on the part of Mr. Hamilton at the time the alleged check was signed. The Brief does not show a scintilla of evidence in that respect, and therefore, that charge must be dismissed.

Section 441b of the Act requires a showing that the officer "consented" to the unlawful contribution. To establish consent, the Government must show that the consent was given "with knowledge of the facts necessary to the giving of an intelligent consent". [Starr v. International Realty, Ltd., 533 P.2d 165, 169 (Ore. 1975)]. Since the Government has not shown when Mr. Hamilton signed the check, or what information was available to him at the time he signed the check, the Government cannot show the required "consent".

It is not clear whether the General Counsel claims a violation by Mr. Hamilton of Section 441f for the alleged signing of the $10,000 check to Mr. David Owen. Certainly, the Government does not claim that the check itself shows on its face that the proceeds are to be used to affect a contribution in the name of another person. Hence, the failure of any proof as to Mr. Hamilton's knowledge of the circumstances preclude a showing of any violation of Section 441(f) by Mr. Hamilton.

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III. Alleged Contributions by Robert Owens, Stan Ross and Roger Mason in 1983.

Although Mr. Hamilton's name appears on documentation showing payments of corporate funds to Mr. Bob Owens, Mr. Stan Ross and Mr. Roger Mason, there is no evidence that (1) such funds were used to make a political contribution nor, if such use is established, is there any evidence that (2) Mr. Hamilton had knowledge that the funds would be so used.

The Government's own Brief states that the contributions made by such individuals were made at least a week before the checks were cut. Mr. Hamilton vehemently denies in his deposition knowledge that the checks were being cut to reimburse these individuals for prior made political contributions. He testified that the advances could have been used for any of a number of purposes. One of the checks specifically states that the proceeds of the check were being used to reimburse an employee for a travel advance. As previously mentioned, Mr. Hamilton was responsible for signing numerous checks each day and there could have been any number of valid purposes for the use of funds. Mr. Hamilton was questioned repeatedly about the alleged 1983 contributions by these individuals and in all cases his testimony was candid, forthright and evincing of one who did not in fact have any appreciation of the proceeds being used for illegal political contributions or for the reimbursement of such.

The General Counsel's Brief alleges that Mr. Robert Owens has testified that Mr. Hamilton was aware that individuals at Birdview were making political contributions. That testimony

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alone does not establish the required showing of "consent" by Mr. Hamilton to an illegal contribution by another. It is not at all uncommon for employees of any organization to be making political contributions during a political campaign. In fact, the Federal Election law itself authorizes a corporation to make solicitations. Furthermore, it should be noted that Mr. Hamilton does not recall any such conversation. Mr. Hamilton had just been hired by Birdview and had taken office approximately one month prior to the alleged contributions. Certainly, if he had known that his office was being used for illegal purposes, he would have objected.

Under the circumstances, it cannot be shown that Mr. Hamilton made any informed consent to any violation of either Section 441b or Section 441f of the Act.

IV. The June 1984 Contributions.

Mr. Hamilton denies the allegations contained in the Brief with respect to the June 1984 contributions. He testified that he had been solicited by Mr. Ross for a contribution to the Dole campaign and that he and his wife each made one. Although he admitted assurances by Mr. Ross that the contributions would be appreciated, he denied that he was guaranteed reimbursement at the time of the making of his contribution.

Mr. Hamilton has no personal knowledge as to whether the Government's allegations with respect to contributions by Mr. Small and Mr. Gailmore during June, 1984 is accurate. Furthermore, the Government evidence does not, in any event, show that Mr. Hamilton participated in any solicitation on Mr. Small

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or Mr. Gailmore, nor does it show that Mr. Hamilton had knowledge of contributions by Mr. Gailmore and Mr. Small prior to the making of such contributions. Hence, the Government case fails to show any knowing consent to a prohibited contribution under Section 441b and the Government's Brief fails to show that any contributions by Mr. Gailmore and Mr. Small were contributions made by Mr. Hamilton in the name of another.

V. The Government's Brief Fails to Show any Basis for Any "Knowing and Willful" Violation.

The Government's Brief concedes that to show a willful and knowing violation by Mr. Hamilton it must show with clear and convincing evidence that Mr. Hamilton recognized that his acts were prohibited by law. In National Right to Work Committee v. Federal Election Commission, 716 F.2d 1403 (D.C. Cir. 1983), the Court held that the Government must establish a finding of "defiance or knowing, conscious and deliberate flaunting of the Act" to satisfy the "knowing and willful" standard.

Other than speculation and conjecture, the Government's Brief shows no evidence that Mr. Hamilton realized that anything he did at Birdview was a violation of the Federal Election law. There is no evidence that he read the law, there is no evidence that he discussed the law with anyone, and there is no evidence that anyone apprised him of either the general aspects or the particular aspects of the law. Furthermore, there is no evidence that anyone advised him that any of his activities at Birdview were or could be illegal. To the contrary, Mr. Hamilton testified that he believed that he was given the option to contribute or not contribute to the Dole campaign and that if he

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had known that the contribution was illegal, he would have not elected to make the contribution.

Mr. Hamilton came to Birdview about a month before the contributions which allegedly were made by Mr. Ross, Mr. Mason and Mr. Robert Owens. He was enamored with Birdview and Mr. Charles Ross, the Chief Executive Officer of the Company. Mr. Charles Ross was an authoritative, assured and dynamic figure. Mr. Hamilton initially had an abundance of faith in Mr. Ross. He believed in the man and was captivated by his apparent sophistication, experience and knowledge. The Company was represented by counsel who conferred frequently with Mr. Ross and the Board of Directors. Due to his faith in Mr. Ross, Mr. Hamilton had no occasion to question and did not question the propriety of requests made on him in June to effect contributions to the Dole campaign.

As a consequence, the Government Brief utterly fails to show any evidence of an appreciation by Mr. Hamilton that his conduct constituted violations of Section 441b or 441f of the Act.

WHEREFORE, Respondent respectfully requests the Commission to find no probable cause to believe that Mr. Hamilton knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

LATHROP & NORQUIST

John H. Calvert

John H. Calvert
2600 Mutual Benefit Life Building
2345 Grand Avenue
Kansas City, Missouri 64108
(816) 842-0820 FAX 421-0500

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MUR 2582

Koelling & Crawford, P.C.
Attorneys at Law

5950 North Oak
Suite 202
Kansas City, Missouri 64118

(816) 452-2468

FAX: (816) 453-3112

* Thomas W. Koelling
* Randall D. Crawford
* Licensed in Missouri and Colorado

August 27, 1991

RECEIVED
FEDERAL ELECTION COMMISSION
91 AUG 29 PM 3:35

VIA FEDERAL EXPRESS

Federal Election Commission
Sixth Floor
999 E Street NW
Washington, DC 20463

Re: MUR2582 Dale Galemore and Cynthia Galemore

Dear Federal Election Commission:

In reference to the above, please find enclosed the original and 9 copies of the Reply Brief on behalf of Dale and Cynthia Galemore. Also enclosed is 3 additional copies to be delivered to the General Counsel's office. I was advised by the office of the Federal Election Commission by telephone today that it was appropriate to send all briefs out in this manner.

Sincerely yours,

Randall D. Crawford

RDC/jo

Enclosure

9504382649

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Cynthia Galemore and)
Dale Galemore) MUR 2582

REPLY BRIEF OF DALE GALEMORE AND CYNTHIA GALEMORE

The Briefs of General Counsel are nearly identical as they pertain to Dale Galemore and Cynthia Galemore and involve similar facts and situations. Because of those similarities, this Brief is being filed jointly on behalf of Dale and Cynthia Galemore.

Dale and Cynthia Galemore are accused of violating 2 U.S.C. §441f due to alleged unlawful campaign contributions to the Dole for Senate Campaign in 1984. §441f is as follows:

> "No person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution, and no person shall knowingly accept a contribution made by one person in the name of another person."

Dissecting the statute, three things are prohibited:

1. No person shall make a contribution in the name of another.

2. No person shall knowingly permit his name to be used to effect such a contribution.

3. No personal shall knowingly accept such a contribution.

Under the allegations made by General Counsel it can only be number 2 which the Galemores are accused of violating. It is General Counsel's position that Dale and Cynthia Galemore allowed their names to be used to make a contribution that, according to General Counsel, was actually funded by Mr. Galemore's employer, Birdview Satellite Communications, Inc. (hereinafter "Birdview").

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The question then arises, "Did Dale and Cynthia Galemore knowingly permit Birdview to use their names so that Birdview could make a campaign contribution?" The facts obviously confirm they did not. As the statute requires proof of "knowingly" permitting their names to be used, the term "knowingly" must first be defined. Title 2 fails to provide such a definition. However, "knowingly" is defined in the Federal statutes in at least three other instances. 42 U.S.C. 6303(b) which pertains to energy conservation programs for consumer products has the following definition for "knowingly":

> "The term 'knowingly' means (a) the having of actual knowledge, or (2) the presumed having of knowledge deemed to be possessed by a reasonable man who acts in the circumstances, including knowledge obtainable upon the exercise of due care."

15 U.S.C. 3414(B) pertaining to natural gas policy and 15 U.S.C. 2609 pertaining to consumer product safety contain nearly identical definitions. Black's Law Dictionary, 4th Edition defines "knowingly" as 'with knowledge; consciously; intelligently; willfully; intentionally.' The jury instruction for federal civil and criminal cases states that "an act is knowingly done, if done voluntarily and intentionally, and not because of mistake or accident or other innocent reason". Devitt & Blackmar, Federal Jury Practice and Instructions, §14.03 (3d ed. 1977) and §96.05 (4th ed. 1990). In essence all of these definitions confirm what common sense would tell us.

In the opening paragraph of General Counsel's Brief, he suggests that the "violation stemmed from a scheme." Mr. and Mrs.

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Galemore certainly never had any knowledge of such a scheme and there is absolutely no evidence to suggest that the Galemores were any part of the scheme. It is important to note that of all the contributions, all were made by corporate officers and their wives except for the contributions of Dale and Cynthia Galemore. Dale was only an employee of Birdview, whereas, the other two contributors, David Hamilton and Steven Small, were not only employees but were also corporate officers of Birdview. Both were Vice-Presidents. As corporate officers, it is certainly reasonable to expect that they were privy to much more information than Dale Galemore. They were in a position to have knowledge of why certain things were being handled in a particular manner, whereas, Dale Galemore was not. As far as these corporate officers are concerned, they may have known that their actions violated the campaign contribution law, but this knowledge cannot be imputed to the Galemores.

In order for Dale Galemore and Cynthia Galemore to have violated the statute, they would have had to have knowledge of the "scheme" and known that their donations would have been illegal. The facts simply do not bear this out. Dale Galemore testified that he had been told by his supervisor, Roger Mason, also a corporate officer, that he would be receiving a $3,000 bonus because of job performance. Mr. Galemore had every reason to believe this to be true as he had received job performance bonuses in the past. Further, over the course of his employment at Birdview, his annual salary had nearly doubled. Prior to receiving

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the bonus his annual salary had increased $8,500. In Mr. Galemore's eyes it was not unusual for him to be compensated for his work and promotions. For all intents and purposes, Mr. Galemore genuinely believed that he was being compensated for his job performance and he still believes that to be true.

The fact that it was suggested to him by Mr. Mason that he and Mrs. Galemore could make up to a $1,000 contribution to the Dole Campaign, in no way suggests that Mr. Galemore was a participant in a "scheme". As Mr. Galemore testified at deposition, he understood the importance of supporting Senator Dole due to the issue of scrambling satellite signals. If the signals were scrambled, it could be the death of the satellite industry and the end of Mr. Galemore's job. It was believed by the satellite industry that Senator Dole opposed scrambling. It therefore made sense for the Galemores to support a senator that could help maintain the industry that employed Mr. Galemore.

Mr. Galemore did not need the $3,000 bonus to make the contribution as he had approximately $5,000 in various savings accounts. Without the bonus, he would have contributed anyway, but he was uncertain as to the amount. However, it makes sense that if your industry is in trouble, Senator Dole is in a position to help it, you have just received a $3,000 bonus and your employer is encouraging you to make a $1,000 contribution, you are probably going to do it. None of this means that you were participating in a scheme to circumvent the campaign contribution laws.

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Mr. Galemore, had even gone as far as asking Mr. Mason why Birdview did not make contributions. Mr. Mason replied that Birdview had made all of the contributions it could, but it was legal for Mr. and Mrs. Galemore to each make $1,000 contributions. When Mr. Galemore questioned Mr. Mason about the bonus and contributions, Mr. Mason assured him the bonus was for job performance and he could not tell Mr. Galemore what amount of a contribution to make, if any. Mr. Mason did tell Mr. Galemore that $1,000 was the maximum he and Mrs. Galemore could each contribute. Mr. Galemore even had his wife sign a blank check so he could check with Mr. Mason once again about the legality of the amount. He made this inquiry again when he met Mr. Mason at the plant on or about June 11. Mr. Mason again assured him he and his wife could each donate $1,000 and it was all legal. Further, Mr. and Mrs. Galemore had already committed to making a $1,000 contribution even before Mr. Galemore received the bonus. On page 15 of General Counsel's Brief it is stated that Mrs. Galemore testified she and her husband were planning to use the bonus funds to make the contribution. This is incorrect. On page 18 of Mrs. Galemore's deposition, she stated she was aware of the bonus amount and she and Mr. Galemore had discussed whether they both wanted to use the bonus money for the contribution. She further testified that even without the bonus, she would have gone along with whatever amount her husband thought was appropriate. What this all suggests is that Mr. and Mrs. Galemore took all precautions they reasonably could have to assure themselves the contributions were legal. They

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were committed to making a donation whether or not there was a bonus. None of this in any way suggests they were part of a scheme to knowingly violate the campaign contribution laws.

According to General Counsel's Brief, two corporate officers have admitted that Birdview reimbursed its employees for political contributions. Mr. and Mrs. Galemore have no personal knowledge of this admission and as previously stated, have never had knowledge that Birdview reimbursed them or anyone else for political contributions. On page 6 of General Counsel's Brief, Steve Small is quoted as stating that Dale Galemore told him that he and Mrs. Galemore had been reimbursed for their contributions. (As with many references in General Counsel's Brief, this counsel is without the benefit of the supporting documentation that General Counsel apparently possesses.) Dale Galemore would categorically deny that he ever told this to Steve Small, because it simply is not true. He did have discussions with Steve Small, but these were some months after the donation. It was at this time when he first learned there may be problems with his and Mrs. Galemore's donations. His concerns grew stronger when he later read articles in the Kansas City Star concerning the contributions. His concern was not because he had knowingly done something illegal, but because he knew there was an investigation into the legality of the donations and it was being alleged he was involved.

Mr. and Mrs. Galemore have never tried to conceal information throughout the investigation, because they have nothing to hide. They have participated fully with every request made by the Federal

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Election Commission. Upon review of the facts, one must conclude that Mr. and Mrs. Galemore did what any other employee and spouse would have done under similar circumstances. They honestly believed and still believe the bonus was based on job performance. They had no knowledge of what bonuses other employees were receiving at the same time or that others receiving bonuses were also making contributions. Unlike the General Counsel suggests, there is more than sufficient credible evidence to support the position that Mr. and Mrs. Galemore did nothing wrong. If, prior to making the donations, Mr. and Mrs. Galemore had known the bonus was not a real bonus, but only a scheme to reimburse them for their contributions so Birdview could contribute more, then that may very well be a violation of 2 U.S.C. 441(f). But this simply is not the case. The evidence is abundantly clear that they each lacked the necessary knowledge as required by all of the foregoing definitions of "knowingly" to have "knowingly" allowed their names to be used to make illegal contributions.

It is the opinion of this counsel that had Mr. and Mrs. Galemore sought legal advice prior to making the donations, counsel would have advised that the donations were legal. The evidence in existence at the time to Mr. and Mrs. Galemore was that Mr. Galemore was receiving a $3,000 bonus based upon job performance. Although he was being encouraged by his employer to make a $1,000 political campaign donation along with his wife, he was never told nor did he have any reason to believe that the receiving of the bonus was contingent upon him making the contributions. He

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understood and believed that he would receive the bonus whether or not the contributions were made. Neither he nor Mrs. Galemore had knowledge of any scheme as alluded to in General Counsel's Brief. Looking at the facts in this light, one must conclude that Mr. and Mrs. Galemore did not act improperly.

Now, long after the donations were made, General Counsel has gathered information that would suggest Birdview through its corporate officers had a plan to reimburse employees for political contributions. It would be unjust and beyond the spirit of 2 U.S.C. §441f to now condemn an employee for alleged unlawful acts of corporate officers. Mr. and Mrs. Galemore are still without direct knowledge that there was a corporate scheme to reimburse them. The only information they have regarding a scheme is what they have read in the newspaper and what is contained in General Counsel's Brief.

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CONCLUSION

For the reasons stated herein, Dale and Cynthia Galemore respectfully request the Commission find that there is not probable cause to believe that Dale and Cynthia Galemore violated 2 U.S.C. §441f.

Attached hereto and incorporated herein by reference is the Affidavit of Dale Galemore provided to the FEC in March of 1988. Mr. Galemore stands by the statements made therein.

Although not specifically addressed herein, Dale and Cynthia Galemore reserve all affirmative defenses they may have if this matter is further pursued by the Federal Election commission.

Specifically, but without limiting thereto, they reserve their right to challenge any further action on this matter by the Federal Election Commission due to the applicable statute of limitations and the Federal Election Commission's failure to expeditiously conduct the investigation as required by law.

Respectfully submitted,

KOELLING & CRAWFORD, P.C.

By: Randall D. Crawford

Randall D. Crawford #29433
5950 N. Oak, Suite 202
Kansas City, MO 64118
(816) 452-2468
(816) 453-3112 FAX
ATTORNEY FOR DALE GALEMORE
AND CYNTHIA GALEMORE

2504382678

A F F I D A V I T

STATE OF Kansas)
) SS
COUNTY OF Johnson)

DALE A. GALEMORE, being of lawful age and duly sworn on his oath does state as follows:

This affidavit is being given to the Federal Election Commission to demonstrate that no action should be taken against me or my wife regarding its investigation first disclosed to us by its letter dated March 7, 1988 with accompanying subpoena and materials.

I did receive a bonus of $3,000 from my then employer, Birdview Satellite Communications, Inc., of Chanute, Kansas near the end of June, 1984. I was told by my manager that this bonus was being given to me because of my job performance. I believed this to be true because I had worked hard for Birdview and had received prior promotions, pay raises and bonuses based upon my job performance. At no time was I ever told nor was it suggested to me that my receiving the bonus was contingent upon me supporting the Dole campaign. I was to receive the bonus whether or not I decided to support Dole. Further, at no time was I told nor was it suggested to me that if I would contribute to the Dole campaign, then Birdview would reimburse me for the amount I gave. I did ask if Birdview had contributed to Dole and was told by my manager that Birdview had given the maximum amount permitted by law. I was encouraged by my manager to both vote for Dole and support him financially because Dole did not support "scrambling". Scrambling was a subject frequently discussed by Birdview employees and I felt that if scrambling was allowed the satellite industry would be severely damaged and I could lose my job. Living in a small town such a Chanute, Kansas, I knew my prospects for finding similar employment in Chanute were remote if Birdview closed or was forced to lay off employees because of scrambling. My manager did encourage me to give the maximum amount to the Dole campaign which he told me was $1,000. He also told me my wife could contribute the same amount. Following the meeting with my manager I discussed this with my wife. We both felt that what was good for the satellite industry was good for us since my livelihood depended upon the satellite industry. Making a contribution was never contingent or dependent upon my receiving a bonus since my wife and I had other savings from which to make the maximum donation to the Dole campaign and we decided to give the

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maximum. I discussed this again with my manager and was assured by him that it was legal for us to each give $1,000. It was about 10-12 days after I was first asked by my manager to contribute to the Dole campaign that I gave my manager two checks in the amount of $1,000 each made payable to Dole For Senate. One check was signed by myself and one check was signed by my wife.

I voluntarily quit my employment with Birdview near the end of August, 1986. By that time scrambling was occurring and it was having the expected impact upon the satellite industry, including Birdview. For my own job security, I obtained employment in an unrelated industry.

Dale A. Galemore

Dale A. Galemore

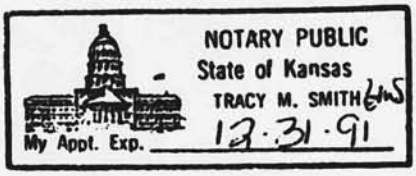
On the 26 day of March, 1988, Dale A. Galemore, appeared before me, a notary public, and declared that the information set forth above was true and correct according to his best knowledge and belief and he signed the same of his own free act and deed.

Tracy M Smith

Notary Public

Commission Expires:

12-31-91



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MAIL ROOM

91 SEP -2 AM 10:25

LAW OFFICES

EVANS & MULLINIX, P.A.

COUNTRY HILL BANK BUILDING
15301 WEST 87TH STREET PARKWAY, SUITE 220
LENEXA, KANSAS 66219
TELEPHONE (913) 541-1200
FACSIMILE (913) 541-1010

REPLY TO LENEXA, KANSAS

TIMOTHY J. EVANS
THOMAS M. MULLINIX
RICHARD C. WALLACE*
JO ANN BUTAUD
MERLE E. PARKS
JOANNE B. STUTZ*
LUIS MATA**
JOHN E. LARSON*

*ALSO ADMITTED IN MISSOURI
**ALSO ADMITTED IN FLORIDA

MIDLAND BANK OF KANSAS
1314 NORTH 38TH STREET
KANSAS CITY, KANSAS 66102
TELEPHONE (913) 621-1200
FACSIMILE (913) 621-1263

August 28, 1991

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RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

Lawrence M. Noble
General Counsel
Federal Election Commission
Washington, D.C. 20463

Re: MUR ~~3582~~ 2582
Charles A. Ross

Dear Mr. Noble:

Please be advised that I have been retained by Charles A. Ross in regard to the finding sent to him with your cover letter of July 12, 1991. My client just received your July 12, letter on August 21, 1991. We would request additional time to prepare a response to the proposed findings.

I attempted to call your offices to request this by telephone, but no one was available to whom I could speak. If there is a problem with granting the additional time, please let me know immediately.

Sincerely yours,

EVANS & MULLINIX, P.A.

By: Richard C. Wallace
Richard C. Wallace

RCW/srv
cc: Charles Ross

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 2582
Birdview Satellite Communications, Inc.	)	

RESPONSE OF BIRDVIEW COMMUNICATIONS, INC. ("BIRDVIEW") TO GENERAL COUNSEL'S BRIEF

COMES NOW F. Stannard Lentz, Trustee in Bankruptcy of Birdview, and for his response to the General Counsel's Brief states and alleges as follows:

1. On or about August 20, 1991, the office of the Trustee received the General Counsel's Brief in the above-captioned administrative proceeding which found probable cause to believe that Birdview knowingly and willfully violated 2 U.S.C. §441(b) and §441(f).

2. Even if the allegations and conclusions set forth in the General Counsel's Brief are accepted as true, the Trustee asks that the Commission consider the mitigating factors set forth below and impose no fine or other penalty against Birdview.

3. Birdview filed a Chapter 11 Bankruptcy Petition on August 16, 1986. Birdview attempted to reorganize as debtor-in-possession but was unable to do so. Accordingly F. Stannard Lentz was appointed as Trustee on February 26, 1988. The Trustee has proceeded to liquidate the assets of Birdview Satellite Communications. Few, if any, of the assets of Birdview Satellite remain.

4. There are limited funds available for distribution to the creditors of Birdview. Any fine or penalty assessed against Birdview will dilute any distribution to be made to the creditors and, thus, harm the creditors of Birdview rather than the parties responsible for the violations.

5. In view of the foregoing, the Trustee for Birdview, F. Stannard Lentz, asks that the Federal Election Committee not assess any fines or other penalties against Birdview.

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Dated this 29 day of August, 1991.

James M. Holmberg 12134
Lentz & Clark, P.A.
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600
(913) 648-0664 Telecopier
Attorney for Trustee

bjo-fel el comm

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 6, 1991

Richard C. Wallace, Esq.
Evans & Mullinix, P.A.
Country Hill Bank Building
15301 West 87th Street Parkway
Suite 220
Lenexa, Kansas 66219

RE: MUR 2582
Charles A. Ross

Dear Mr. Wallace:

This is in response to your letter dated August 28, 1991, which we received on September 3, 1991, requesting an extension of time to respond to the General Counsel's brief. After considering the circumstances presented in your letter and in a telephone conversation with staff from this office, as requested, I have granted you an additional thirty days in which to respond. Accordingly, your response is due by the close of business on October 4, 1991.

Additionally, please have Mr. Ross sign the enclosed designation of counsel form and return to the General Counsel's office as soon as possible.

If you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 219-3690.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

Enclosure
Designation of Counsel form

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MUR 2582

FEDERAL ELECTION COMMISSION

91 SEP 13 AM 10:55

STATEMENT OF DESIGNATION OF COUNSEL

NAME OF COUNSEL: Richard C. Wallace

ADDRESS: 15301 West 87th St. Pkwy.
Country Hill Bank Building, #220
Lenexa, KS 66219

TELEPHONE: (913) 541-1200

91 SEP 13 PM 3:49

FEDERAL ELECTION COMMISSION

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

9-10-91
Date

Charles A. Ross
Signature

RESPONDENT'S NAME: Charles A. Ross

ADDRESS: 9813 West 121st Street
Overland Park, KS 66212

HOME PHONE:

BUSINESS PHONE: (913) 781-1221

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RECEIVED
F.E.C.
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BEFORE THE FEDERAL ELECTION COMMISSION

SENSITIVE

In the Matter of	)	
	)	
Robert Owens	)	MUR 2582
Betty Owens	)	

SEP 17 1991

EXECUTIVE SESSION

GENERAL COUNSEL'S REPORT

I. BACKGROUND

This matter arose from a letter sent to the Commission by Charles L. Clinkenbeard, treasurer of the Dole for Senate Committee, on February 1, 1988. The letter asked the Commission to investigate a matter reported in the Kansas City Star concerning Birdview Satellite Communications, Inc. ("Birdview") and its scheme to make prohibited corporate contributions by making contributions in the name of Birdview employees.

On February 25, 1988, the Commission found reason to believe that Robert Owens violated 2 U.S.C. §§ 441b and 441f. Also on February 25, 1988, the Commission found reason to believe that Betty Owens violated 2 U.S.C. § 441f.

On August 9, 1988, the Commission decided to enter into pre-probable cause conciliation negotiations with Robert and Betty Owens ("Respondents"), prior to a finding of probable cause to believe. Then on September 28, 1988, the Respondents discontinued conciliation negotiations because Mr. Owens was being investigated by the U.S. Attorney's Office in Kansas. See Attachment 1.

II. ANALYSIS

The factual and legal analysis set forth in the General

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Counsel's Briefs for Robert Owens and Betty Owens, dated July 11, 1991, are incorporated as if fully set forth herein.

Robert Owens was Birdview's Vice President of Marketing from April of 1981 to October of 1983, when he became Birdview's Executive Vice President. In December of 1983, Charles Ross, the President and Chairman of the Board of Birdview held a dinner/fundraiser for Senator Dole at his home. The Owenses were unable to attend but on December 14, 1983, Mr. and Mrs. Owens each wrote a check for $1,000 payable to Dole for Senate, at the behest of Charles Ross. The Dole Committee reported receiving $1,000 contributions from Mr. and Mrs. Owens on December 16, 1991.

Mr. Owens testified that he felt as though he and his wife had no choice but to make the contributions. Mrs. Owens played a very limited role in the contributions and only made her contribution at the request of her husband. Because he was angry about being told to make the contributions, Mr. Owens sought out David Hamilton, Birdview's Vice President of Finance, to discuss possible reimbursement. Mr. Owens testified that he does not recall whether Mr. Hamilton assured him that there would be reimbursement but subsequently, on December 22, 1983, he received a check for $2,000 as a reimbursement by Birdview for his and his wife's contributions.

Additionally, in April of 1982, Mr. Owens was reimbursed by Birdview for a $250 contribution he made to Congressman Charlie Rose.

Based on the above, the Office of the General Counsel

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recommends that the Commission find probable cause to believe that Robert Owens violated 2 U.S.C. §§ 441b and 441f, and that Betty Owens violated 2 U.S.C. § 441f.

III. **DISCUSSION OF CONCILIATION AND CIVIL PENALTY**

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Therefore, this Office recommends that the

Commission approve the proposed conciliation agreement.

IV. **RECOMMENDATIONS**

1. Find probable cause to believe that Robert Owens violated 2 U.S.C. §§ 441b and 441f.

2. Find probable cause to believe that Betty Owens violated 2 U.S.C. § 441f.

3. Approve the attached conciliation agreement and appropriate letter.

8/22/91
Date

Lawrence M. Noble
General Counsel

Attachments:
1. Letter dated 9-28-88
2. Letter dated 8-9-91
3. Proposed Conciliation Agreement

Staff assigned: Elizabeth Campbell

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Robert Owens;)
Betty Owens.)

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on September 19, 1991, do hereby certify that the Commission decided by a vote of 4-0 to take the following actions in MUR 2582:

1. Find probable cause to believe that Robert Owens violated 2 U.S.C. §§ 441b and 441f.

2. Find probable cause to believe that Betty Owens violated 2 U.S.C. § 441f.

3. Approve the conciliation agreement and appropriate letter as recommended in the General Counsel's report dated August 22, 1991.

Commissioners Aikens, Elliott, McGarry, and Thomas voted affirmatively for the decision; Commissioners Josefiak and McDonald were not present.

Attest:

9-20-91
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 25, 1991

John C. Aisenbrey, Esquire
Stinson, Mag & Fizzell
P.O. Box 419251
Kansas City, Missouri 64141-6251

RE: MUR 2582
Robert Owens
Betty Owens

Dear Mr. Aisenbrey:

On September 19, 1991, the Federal Election Commission found that there is probable cause to believe Robert Owens violated 2 U.S.C. §§ 441b and 441f, provisions of the Federal Election Campaign Act of 1971, as amended, in connection with contributions made by Mr. Owens to candidates for Federal office for which he was reimbursed by Birdview Satellite Communications, Inc. On that same day, the Commission also found probable cause to believe that Betty Owens violated 2 U.S.C. § 441f for making a contribution to a Federal candidate for which she was reimbursed by Birdview.

The Commission has a duty to attempt to correct such violations for a period of 30 to 90 days by informal methods of conference, conciliation, and persuasion, and by entering into a conciliation agreement with a respondent. If we are unable to reach an agreement during that period, the Commission may institute a civil suit in United States District Court and seek payment of a civil penalty.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission within ten days. I will then recommend that the Commission accept the agreement. Please make your check for the civil penalty payable to the Federal Election Commission.

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If you have any questions or suggestions for changes in the enclosed conciliation agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 219-3690.

Sincerely,

Lawrence M. Noble

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Charles A. Ross) MUR 2582

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BRIEF OF CHARLES A. ROSS

I. REIMBURSED CONTRIBUTIONS

General Counsel alleges that Charles A. Ross developed, directed and approved various plans and schemes during the period of time from 1983 through 1985 in order to reimburse employees and other individuals for making political contributions from the funds of Birdview Satellite Communications, Inc. (hereinafter "Birdview"). These allegations contained references to direct employee reimbursement for contributions, payments to individual family members of Charles A. Ross and a payment to a former employee/consultant to fund his membership in the Republican Senatorial Trust.

A. EMPLOYEE CONTRIBUTIONS

The general counsel's brief consistently and erroneously maintains that Birdview was nothing more than a corporate facade for the individual actions of Charles A. Ross. Charles A. Ross was a shareholder, officer and director, but it is naive to attribute absolute control of a corporation to its president and chairman of the board. At the time in question Birdview had in excess of 10,000 shareholders and at no time during any of the period in questions did Charles A. Ross own a majority of the

stock of the corporation. During the earliest period in question, Charles Ross's interest in Birdview was less than twenty-five percent (25%) and during subsequent years his percentage ownership dropped to between five to ten percent (5% to 10%). Charles Ross had no ability through shares owned solely by him or controlled by family members to control the Board of Directors of Birdview or insure that he would be an officer of the corporation whatsoever. His ownership interest in Birdview is clear indication that the type and level of control alleged by General Counsel did not exist.

The statements and information contained in General Counsel's Brief with respect to political contributions of individual employees of Birdview fails to acknowledge that each of the individual employees were intimately involved in the operation and management of Birdview. Further each of these employees had substantial proprietary interests in Birdview and in supporting political candidates and political action committees dedicating to promoting the interests of the satellite industry. The depositions and statements by the former employees relate to events that occurred at least five to six years prior to the time that these depositions were taken and also two to three years after the bankruptcy of Birdview which resulted in all of these individuals losing their employment. Along with the loss of their proprietary interest in Birdview these former shareholders and highly compensated employees lost all loyalty to Birdview and Charles Ross. It became easy for these individuals

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to blame Charles Ross for Birdview's financial downfall as well as any actions taken by the management of Birdview in an effort to exculpate themselves from liability for any part they played in the actions of Birdview.

General Counsel further alleges that Charles Ross approved and authorized the use of Birdview funds to pay the membership of David C. Owen in the Republican Senatorial Trust. The statements contained in the brief indicate that $10,000.00 was issued by David Hamilton, Birdview's Vice President of Finance. But these statements and the additional statements contained in General Counsel's brief in no way indicate that this payment or any other payment was conceived by Charles Ross or that he authorized or approved of the issuance of the $10,000.00 payment.

There exists no indication that Charles Ross individually directed reimbursement of any employee's political contribution from the funds of Birdview or that he at any time even had the authority to make unilateral decisions for the expenditure of Birdview's funds.

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B. ROSS FAMILY CONTRIBUTIONS

It is undisputed that Charles Ross was a highly compensated employee of Birdview and received substantial bonuses and dividends during the years in question, but there exists absolutely no indication that Charles Ross ever personally sought on his own behalf or on behalf of any family member, reimbursement of funds from Birdview for the purpose of making political contributions. In 1983 Ronda Ross was in college and

being supported by her father in an average amount in excess of $5,000.00 per month. Although she acknowledges discussing the contribution with her father, there exists no evidence that Ronda Ross was in any way reimbursed by Charles Ross or Birdview for the contribution she made to Dole for Senate. Ronda Ross certainly had the resources available from her funds to afford the contribution and there exists nothing to indicate it was not made as a result of her own free will and act. Ronda Ross, by nature of her status as a shareholder in Birdview, had a substantial interest in supporting the campaign of candidates favorable to the interests of the satellite industry.

II. ANALYSIS

Irrespective of the broad sweeping allegations contained in general counsel's brief, there appears no credible, factual evidence indicating that Charles Ross was solely responsible for the actions of Birdview during the time period in question. General counsel alleges that Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441f. The General Counsel can in no way allege that Charles Ross used personal funds for the purpose of effecting reimbursements of political contributions made by employees of Birdview. Section 441f on its face addresses violations by contributors that "make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution . . . ."

There is no possibility that Charles Ross can be held to have violated § 441f under circumstances in which funds used to

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reimburse the employees of Birdview came solely from the accounts of Birdview. Birdview had more than 10,000 shareholders and at no time in question did Charles Ross own more than twenty-five percent (25%) of its outstanding shares and during the majority of the time he owned between five and ten percent (5% and 10%) of the shares. It is impossible to conceive under such a scenario the level of control of Birdview's funds that the General Counsel attempts to portray in its brief.

In addition to holding a corporation liable, § 441b(a) holds liable the individual officers and directors of a corporation which consents to expenditures of corporate funds for contributions prohibited by the section. The prohibitions of § 441b(a) cannot automatically impute the liability of any individual contributor or of the corporate entity, Birdview, to Charles Ross absent credible and unbiased evidence that Charles Ross was solely responsible for the actions of the corporation. Given the fact that of Birdview was publicly held and the substantial management and proprietary interests owned by all of the officers and directors of the corporation, this proposition cannot stand. In light of the questionable motives of the former employees of Birdview, General Counsel's Brief fails to substantiate its allegations and meet its burden of proof that Charles Ross, directed, consented or authorized the expenditure of Birdview funds for the purpose of contributions prohibited by the Federal Election Commission Act.

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III. ADDITIONAL DEFENSES

The ability of the FEC to pursue remedies contained in § 437g are generally limited under the provisions of § 455(a) to a period of three years after the date of an alleged violation. This statute absolutely bars criminal prosecution against Charles Ross upon any of the allegations. Although the statute does not on its face limit its application to barring only criminal actions, it appears that the statute has been interpreted as such. Federal Election v. Lance, 617 F2d 365, 371-372 (5th Cir. 1980). In light of the decision in Lance, it appears that the Federal Election Commission Act does not contain a civil statute of limitations and therefore any civil cause of action against Charles Ross must be brought within the statute of limitations provided under Kansas law. K.S.A. 60-512 provides the applicable statute of limitations, stating that "the following action shall be brought within three years: (2) an action upon a liability created by statute other than a penalty or forfeiture." If the damages enumerated in § 437g are found to be in the nature of a penalty then the applicable statute of limitations would be five years as specified by K.S.A. 60-511(5). Irregardless of which standard is applied, a civil action brought by the FEC at this time would be barred by either civil statute of limitations.

IV. CONCLUSION

The allegations contained in General Counsel's Brief fail to demonstrate that Charles Ross in any way received funds or was reimbursed by Birdview for any political contributions during the

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periods in question. Further Birdview was a widely held public corporation managed by its officers and directors and although Charles Ross was the president of the corporation and chairman of the board, there exists no credible evidence or realistic possibility that a corporation of this size was in effect the instrumentality of a minority shareholder as alleged by the General Counsel's Brief. Further, at the time of Birdview's failure in 1986, the individual employees who have entered into conciliation agreements for alleged violations of §§ 441b and 441f lost all incentive and loyalty to Birdview and gained a substantial interest in exculpating themselves by making Charles Ross their scapegoat.

Irrespective of the shortcomings of the allegations against Charles Ross, any and all criminal action against Charles Ross is barred by § 445 and all civil actions are barred by K.S.A. §§ 60-511 and 60-512. Counsel for Charles Ross therefore recommends and requests the commission find that probable cause does not exist to believe that Charles Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

Respectfully submitted,

EVANS & MULLINIX, P.A.

Richard C. Wallace

Richard C. Wallace KS #07536
John E. Larson KS #14081; MO #40108
Country Hill Bank Building, Ste. 220
15301 West 87th Street Parkway
Lenexa, KS 66219-1428
(913) 541-1200; (913) 541-1010 (FAX)
ATTORNEY FOR CHARLES ROSS

11206

9504368270

RGC 3156

FILED

OCT 07 1991

RUSSELL L. BRENNER, Clerk
U.S. COURT OF BANKRUPTCY
BC Donnelly

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:	)	
	)	
Birdview Satellite Communications, Inc.	)	Case No. 86-41150
	)	Chapter 11
Debtor.	)	

MUR 2582

ORDER RESTRICTING NOTICE ON APPLICATION FOR ACCOUNTANTS FOR THE TRUSTEE FOR COMPENSATION AND REIMBURSEMENT OF EXPENSES

THIS cause comes on for consideration upon the Application for Order Restricting Notice on the Application for Accountants for the Trustee for Compensation and Reimbursement of Expenses. For cause shown, it is

HEREBY ORDERED, ADJUDGED AND DECREED that notice of the Application for Accountants for the Trustee for Compensation and Reimbursement of Expenses be restricted to all attorneys of record, the United States Attorney's office, the United States Trustee, and to all creditors and equity security holders who have filed with the Court that all notice be mailed them.

IT IS SO ORDERED this 3 day of October, 1990.

Honorable James A. Pusateri
Bankruptcy Judge

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
91 OCT 17 AM 10:45

Submitted by:

F. Stannard Lentz 06596
Lentz & Clark, P.A.
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600
Attorney for Trustee
DB17-BO2

95043082701

673

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE:	)	
	)	
Birdview Satellite Communications, Inc.	)	Case No. 86-41150
	)	Chapter 11
Debtor.	)	

AMENDED NOTICE ON APPLICATION FOR ACCOUNTANTS FOR THE TRUSTEE

NOTICE IS HEREBY GIVEN that an APPLICATION FOR ACCOUNTANTS FOR THE TRUSTEE FOR COMPENSATION AND REIMBURSEMENT OF EXPENSES was filed herein by Lain, Faulkner & Company, P.C. on October 1, 1991. Lain, Faulkner is seeking approval of fees in the amount $7,600.00 and expenses of $47.78 totaling $7,313.78 for the period of March 1, 1989 through August 31, 1991. Copies of the application may be reviewed at the Office of the Clerk of the United States Bankruptcy Court, 444 SE Quincy, Topeka, Kansas.

NOTICE IS FURTHER GIVEN that unless a written objection and/or response thereto is filed with the Clerk of the United States Bankruptcy Court at Kansas City, Kansas, within fifteen (15) clear working days (November 4, 1991) from the date of mailing hereof, an order sustaining such Application will be submitted to the Court by counsel for movant.

Dated this 11 day of October, 1991.

James M. Heburg for
F. Stannard Lentz 06596
Lentz & Clark, P.A.
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600
Attorney for Trustee

CERTIFICATE OF MAILING

I hereby certify that a copy of the above Notice with Application attached thereto was mailed, postage prepaid, this 11th day of October, 1991, to:

United States Trustee, creditors and parties in interest per matrix of the Court

James M. Heburg for
F. Stannard Lentz

IF AN OBJECTION IS TIMELY FILED AND THE PARTIES ANTICIPATE THAT THE HEARING MAY EXTEND IN EXCESS OF TEN (10) MINUTES, COUNSEL MUST FILE A WRITTEN MOTION FOR CONTINUANCE (WITH A CERTIFICATE OF MAILING TO OPPOSING COUNSEL AND THE TRUSTEE) SETTING OUT THE LENGTH OF TIME REQUIRED FOR SUCH HEARING, AND A PROPOSED ORDER OF CONTINUANCE.

bjo1-notofopp

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RECEIVED
F.E.C.
SECRETARIAT
91 OCT 21 PM 5:04

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 2582
Robert Owens	)	
Betty Owens	)	

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

Attached is a conciliation agreement which has been signed by Robert Owens and Betty Owens. See Attachment 1. The attached agreement contains no changes from the agreement approved by the Commission on September 19, 1991. A check for the $1,150 civil penalty has been received. See Attachment 2.

II. RECOMMENDATIONS

1. Accept the attached conciliation agreement with Robert Owens and Betty Owens.

2. Close the file with regard to these respondents.

3. Approve the appropriate letter.

10/21/91
Date

BY: Lawrence M. Noble
Lawrence M. Noble
General Counsel

Attachments
1. Conciliation Agreement
2. Photocopy of civil penalty check

Staff Assigned: Elizabeth Campbell

95043082703

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Robert Owens;	)	
Betty Owens.	)	MUR 2582

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on October 24, 1991, the Commission decided by a vote of 5-0 to take the following actions in MUR 2582:

1. Accept the conciliation agreement with Robert Owens and Betty Owens, as recommended in the General Counsel's Report dated October 21, 1991.

2. Close the file with regard to these respondents.

3. Approve the appropriate letter, as recommended in the General Counsel's Report dated October 21, 1991.

Commissioners Aikens, Elliott, Josefiak, McDonald, and Thomas voted affirmatively for the decision; Commissioner McGarry did not cast a vote.

Attest:

10-24-91
Date

Delores Harris
for Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Mon., Oct. 21, 1991 5:04 p.m.
Circulated to the Commission: Tues., Oct. 22, 1991 11:00 a.m.
Deadline for vote: Thurs., Oct. 24, 1991 11:00 a.m.

dr

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 28, 1991

John C. Aisenbrey, Esq.
Stinson, Mag & Fizzell
1201 Walnut Street
P.O. Box 419251
Kansas City, Missouri 64141-6251

RE: MUR 2582
Robert and Betty Owens

Dear Mr. Aisenbrey:

On October 24, 1991, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your clients' behalf in settlement of violations of 2 U.S.C. §§ 441b and 441f, provisions of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to your clients.

This matter will become a part of the public record within 30 days after it has been closed with respect to all other respondents involved. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel. Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed. In the event you wish to waive confidentiality under 2 U.S.C. § 437g(a)(12)(A), written notice of the waiver must be submitted to the Commission. Receipt of the waiver will be acknowledged in writing by the Commission.

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Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Elizabeth Campbell, the attorney assigned to this matter, at (202) 219-3690.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

Enclosure
Conciliation Agreement

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OGC 3150
RECEIVED
FEDERAL ELECTION COMMISSION
MAIL COPY ROOM
91 OCT 15 AM 11:10

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Robert Owens	)	MUR 2582
Betty Owens	)	

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
91 OCT 17 AM 10:46

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found probable cause to believe that Robert Owens violated 2 U.S.C. §§ 441b and 441f, and probable cause to believe that Betty Owens violated 2 U.S.C. § 441f ("Respondents").

NOW, THEREFORE, the Commission and the Respondents, having duly entered into conciliation pursuant to 2 U.S.C. § 437g(a)(4)(A)(i), do hereby agree as follows:

I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. In December of 1983, Robert Owens was the Executive Vice President of Marketing for Birdview Satellite Communications, Inc.

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2. In December of 1983, and at all times thereafter, Betty Owens was the wife of Robert Owens.

3. In December of 1983, Robert Owens was approached by an official of Birdview Satellite Communications, Inc. who requested that Mr. Owens and his wife, each contribute $1,000 to the Dole for Senate Committee, a political committee within the meaning of 2 U.S.C. § 431(4). Respondent understood that the official of Birdview Satellite Communications, Inc. made the request upon the order of Charles A. Ross, the President and Chairman of the Board of Birdview Satellite Communications, Inc. at that time.

4. On or about December 14, 1983, Robert Owens wrote a check for $1,000 as a contribution to the Dole for Senate Committee. At Mr. Owens' request, his wife also wrote a check for $1,000 as a contribution to the Dole for Senate Committee.

5. On or about December 22, 1983, Robert Owens received a $2,000 check from Birdview Satellite Communications, Inc. The purpose of the $2,000 check was to reimburse him and his wife, for the corporate contributions they had made in their names to the Dole for Senate Committee.

6. In April of 1982, Robert Owens attended a fundraiser on behalf of the Committee for Congressman Charlie Rose, a political committee within the meaning of 2 U.S.C. § 431(4). The cost of attending the fundraiser was $250.

7. The Committee for Congressman Charlie Rose reported receiving a $250 contribution from Robert Owens on April 30, 1982.

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8. The accounting office of Birdview Satellite Communications, Inc., processed a $250 payment to Robert Owens to reimburse him for the corporate contribution he had made in his own name to the Committee for Congressman Charlie Rose.

9. Pursuant to 2 U.S.C. § 441b, it is unlawful for any officer of any corporation to consent to any contribution or expenditure by the corporation in connection with any election for any federal office.

10. Pursuant to 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution.

V. 1. Respondent Robert Owens consented to the making of political contributions by Birdview Satellite Communications, Inc., in violation of 2 U.S.C. § 441b.

2. Respondents Robert and Betty Owens knowingly permitted their names to be used to effect contributions in the name of another, in violation of 2 U.S.C. § 441f.

3. Respondents contend that they did not knowingly and willfully violate any provision of the Act.

VI. Respondents will pay a civil penalty to the Federal Election Commission in the amount of one thousand one hundred and fifty dollars ($1,150.00), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil

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action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto executed same and the Commission has approved the entire agreement.

IX. Respondents shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirement contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

L M Noble (JH) — 10/28/91

Lawrence M. Noble
General Counsel — Date

FOR THE RESPONDENTS:

Robert E Shrop — October 8, 1991

Sidney F. Lewis
(Name) — Date
(Position)

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Robert E. Or Betty J. Owens [redacted] 23 1840

1427 Baytowne Ave E
Destin, Fl 32541-4519

October 8 1991 63-1011/632

Pay to the
Order of Federal Election Commission $ 1150.00

One Thousand one hundred fifty & 00/100 — Dollars

AMSOUTH
AmSouth Bank of Florida
Destin, Florida 32541

Advantage Checking

For [redacted]

Robert E. Owens

©HARLAND 1996

BK 10
(Rev. 8/83)

OC 3436

FILED

NOV 13 1991

RUSSELL L. BRENNER, Clerk
U.S. COURT OF BANKRUPTCY
By K. Carter Deputy

United States Bankruptcy Court

For the _____ District of KANSAS

In re
BIRDVIEW SATELLITE COMMUNICATIONS, INC.

Case No. 86-41150 -11

*Debtor**

MUR2582

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
91 NOV 18 PM 3:30
91 NOV 18 AM 10:34

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notice is hereby given that: A hearing in said cause will be held at

U.S. Bankruptcy Court, 492 Federal Building,
444 S.E. Quincy, Topeka, Kansas 66683 on the
25th day of November, 19 91,
at 9:00 a.m., to consider and act upon the
following matter:

APPLICATION OF ACCOUNTANTS FOR THE TRUSTEE FOR COMPENSATION AND THE RESPONSE OF PAMIDA, INC. THERETO

IF PARTIES ANTICIPATE THE HEARING TO EXTEND BEYOND 15-20 MINUTES, A SPECIAL SETTING SHOULD BE SOUGHT, AS OUR REGULAR CALENDAR WILL NOT ACCOMODATE LONGER HEARINGS.

and transact such other business as may properly come before the meeting.

Dated at Topeka, Kansas Nov. 13, 1991

JAMES A. PUSATERI
U.S. BANKRUPTCY JUDGE

CERTIFICATE OF MAILING

I do hereby certify that I did on this 13th day of November 19 91, mail a copy of the above Notice by First Class Mail to debtor, attorney of record, U.S. Trustee and movant's attorney., & all parties requesting notice. 63

Date of issuance: Nov 13, 1991 K. Carter Deputy Clerk

*Include all names used by debtor within last 6 years.

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MUR 3695

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

91 DEC 10 AM 9:37

LAW OFFICES

EVANS & MULLINIX, P.A.

COUNTRY HILL BANK BUILDING
15301 WEST 87TH STREET PARKWAY, SUITE 220
LENEXA, KANSAS 66219
TELEPHONE (913) 541-1200
FACSIMILE (913) 541-1010

REPLY TO LENEXA, KANSAS

TIMOTHY J. EVANS
THOMAS M. MULLINIX
RICHARD C. WALLACE*
JO ANN BUTAUD*
MERLE E. PARKS
JOANNE B. STUTZ*
LUIS MATA**
JOHN E. LARSON*
RICHARD A. CARNAHAN

*ALSO ADMITTED IN MISSOURI
**ALSO ADMITTED IN FLORIDA

MIDLAND BANK OF KANSAS
1314 NORTH 38TH STREET
KANSAS CITY, KANSAS 66102
TELEPHONE (913) 621-1200
FACSIMILE (913) 621-1263

December 3, 1991

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
91 DEC 10 PM 2:56

Ms. Elizabeth Campbell
Federal Election Commission
Washington, DC 20463

RE: MUR 2582
Stanton E. Ross

Dear Ms. Campbell:

Please be advised that Richard Wallace and myself have been retained additionally by Stanton E. Ross for the purpose of responding to the allegations contained in General Counsel's Brief in the above referenced matter. It will be impossible for us to respond within the time allowed and we would request an additional time to respond until December 23, 1991.

As soon as I am able to discuss this matter more fully with Stanton Ross, I will obtain his signature upon the statement of designation of counsel form and return the same to your attention. If there is any problem with providing the additional time requested, please let me know immediately.

Very truly yours,

EVANS & MULLINIX, P.A.

By: John E. Larson
John E. Larson

JEL/kmm

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91 DEC -3 AM 10:03

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	MUR 2582
Birdview Satellite Communications, Inc.	DEC 10 1991
Charles A. Ross	EXECUTIVE SESSION
Ronda Dumovich	SENSITIVE
David K. Hamilton	
Martha Hamilton	
Dale Galemore	
Cynthia Galemore	
Gunilla Ross	

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GENERAL COUNSEL'S REPORT

I. BACKGROUND

This matter arose from a letter sent to the Commission by Charles L. Clinkenbeard, treasurer of the Dole for Senate Committee, on February 1, 1988. The letter asked the Commission to investigate a matter reported in the Kansas City Star concerning Birdview Satellite Communications, Inc. ("Birdview") and its scheme to make prohibited corporate contributions by making contributions in the name of Birdview employees. This report deals with almost all of the remaining respondents in this matter.[1]

---

1. This Office has only recently been able to locate Stanton Ross. Mr. Ross and his wife, Merett Ross, another respondent in this matter, have separated. We have not yet been able to locate Merett Ross. In addition, Roger Mason's attorney recently contacted this office to request copies of exhibits from Mr. Mason's deposition in order to complete his response.

II. ANALYSIS

A. Birdview's Reimbursements

The factual and legal analysis set forth in the General Counsel's briefs, dated July 11, 1991, are incorporated as if fully set forth herein.

Between 1982 and 1985, Birdview reimbursed its employees for political contributions totaling $28,750 made to Federal candidates.

1. Contributions to Dole for Senate

A total of $15,250 of the total contributions reimbursed by Birdview went to the Dole for Senate Committee ("Dole Committee"). Four Birdview employees and three of their spouses contributed a total of $9,000 in December of 1983 when President and Chairman of the Board Charles A. Ross held a fundraiser in his home for Senator Dole.[2] Each of the employees and their spouses wrote a $1,000 check to the Dole Committee. All of the Birdview employees subsequently received fabricated cash advances from Birdview to cover the amount of the contributions made by them and their spouses.

Six thousand dollars in contributions to the Dole Committee were made in June of 1984 by three Birdview employees and their respective spouses.[3] The reimbursement scheme was somewhat more

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2. The individuals who made the December 1983 contributions were: Robert and Betty Owens, Roger Mason, Edward and Darlene Hackerott, Steven and Sharon Phillips, and Stanton and Merett Ross.

3. The individuals who made the June 1984 contributions were: David and Martha Hamilton, Dale and Cynthia Galemore, and Steven and Joy Small.

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complicated for these contributions. The Birdview employees were first given a cash advance to cover the amount of their own and their spouse's contributions. Then they were given a bonus equal to the amount of the contributions, plus the additional taxes and standard deductions that would have to be paid on the contribution amount. When the bonuses were paid, the taxes, standard deductions, and the cash advance itself were all subtracted, leaving a small amount, $49, for each employee who was reimbursed.

Birdview also reimbursed Charles Ross's secretary, Wanda Bowman, for a $250 contribution she made to the Dole Committee to attend a fundraiser in place of Ross. This reimbursement was made to Mr. Ross's secretary in the form of a bonus.

In addition to Birdview's reimbursement of its employees contributions to the Dole Committee, Charles Ross reimbursed his daughter, Ronda Dumovich (nee Ross) for a $1,000 contribution she made to the Dole Committee. Ms. Ross wrote her check to the Dole Committee in June of 1984, the same time that three other Birdview employees and their spouses wrote checks to the Dole Committee.

2. Contributions to the NRSC

In September of 1984, Birdview issued a $10,000 check payable to David C. Owen, a consultant to Birdview, and the Senatorial Trust. The check was deposited into the "David C. Owen - Special Account" bank account. Then, Owen wrote out ten checks from the "David C. Owen - Special Account" to various Senate candidates and sent them to the Republican

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Senatorial Trust. Correspondence between Owen and Charles Ross clearly demonstrate that the $10,000 Birdview check to David Owen was issued for Owen to make political contributions on behalf of Birdview.

3. Earmarked Contributions to SPACE

Birdview also reimbursed employees for $3,500 in contributions earmarked through the Society for Private and Commercial Earth Stations PAC ("SPACE PAC"). Charles Ross and another Birdview officer each made $250 contributions to attend a luncheon/fundraiser on behalf of Congressman Charlie Rose for which they were reimbursed by Birdview.

In addition, Edward Lane Gibson, another Birdview officer attending a speaking event of Senator Tim Wirth wrote a check for $3,000 to SPACE PAC, and earmarked it to Tim Wirth. This check was written by Gibson at the direction of Charles Ross and with the understanding that he would be reimbursed, as he subsequently was. The $3,000 was reported as $1,500 contributions each from Gibson and Ross.

B. Birdview Satellite Communications, Inc.

On February 25, 1988, the Commission found reason to believe that Birdview knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

As noted above, Birdview reimbursed its employees for a total of $15,250 in contributions made to the Dole Committee in December of 1983 and June of 1984. Birdview also made a $10,000 payment to David Owen and the Republican Senatorial Trust to be distributed to ten U.S. Senate candidates. In addition, Birdview

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reimbursed employees for $3,500 in contributions earmarked through SPACE PAC. Therefore, there is probable cause to believe Birdview knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

On August 16, 1986, Birdview filed a Chapter 11 Bankruptcy Petition. Birdview attempted to reorganize as debtor-in-possession but was unable to do so. Accordingly, F. Stannard Lentz was appointed as the Trustee in Bankruptcy on February 26, 1988. In his response to the General Counsel's brief, Mr. Lentz asks that the Commission not seek a civil penalty. The Trustee argues that any penalty Birdview is required to pay to the Commission will dilute any distribution to be made to the creditors and, thus, harm the creditors of Birdview rather than the parties responsible for the violation. Further, the Trustee states that Birdview's assets have already begun to be liquidated and few, if any, remain.

This Office disagrees with the Trustee that Birdview be exempt from paying a civil penalty. As Trustee himself points out, "few, if any, of the assets of Birdview Satellite remain." Thus, it is unlikely that many, if any, of Birdview's creditors will be harmed by Birdview's civil penalty debt to the Commission. If the agreement eventually negotiated between the Trustee and this Office is not timely paid, or if this Office is unable to negotiate an agreement with Birdview's Trustee in Bankruptcy, this Office will consider whether to recommend that the Commission pursue a civil suit and protect the Commission's rights as may be necessary.

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Based on the $28,750 in contributions, discussed above, for which Birdview reimbursed its employees, the Office of the General Counsel recommends that the Commission find probable cause to believe that Birdview knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

C. Charles A. Ross

On February 25, 1988, the Commission found reason to believe that Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

Charles Ross knowingly and willfully consented to Birdview's reimbursement of $27,000 in contributions from 1982 through 1985. In addition, Charles Ross knowingly and willfully consented to Birdview's making a $250 contribution to Charlie Rose and a $1,500 contribution to Tim Worth, in his own name. Furthermore, Charles Ross knowingly and willfully made a $1,000 contribution in the name of his daughter, Ronda Dumovich (nee Ross).

In Mr. Ross's reply brief, it is argued that the General Counsel has not met its burden of proof to show that Mr. Ross directed, consented or authorized the expenditure of Birdview funds for the purpose of contributions prohibited by the Act. As noted above, the General Counsel's briefs, dated July 11, 1991, describe fully Mr. Ross's involvement in Birdview's contributions. Nevertheless, some of the evidence demonstrating Mr. Ross's involvement in the Birdview reimbursements is as follows:

Mr. Ross hosted the fundraiser for Bob Dole in December of 1983 which resulted in $9,000 in contributions to the Dole

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Committee from Birdview employees and their spouses. Mr. Hackerott testified that Charles Ross approached him and asked that he and his wife make contributions to the Dole Committee. Mr. Phillips testified that that while he does not recall which Birdview officer told him to make contributions, Bud Ross would have been the obvious one. Mr. Owens testified that he was informed by another Birdview employee that Charles Ross wanted him to make the contributions. Mr. Mason took the 5th amendment with regard to his contribution. The fifth Birdview employee was Stanton Ross, Charles Ross's son, who testified that he and his wife were not reimbursed.

An audit report of Charles Ross's Birdview account activity for fiscal year 1984 by Birdview auditors, Touche Ross, makes reference to the cash advances the above individuals received to reimburse them for their contributions:

> Note: These political contributions were made by these VP's [sic] at Bud Ross's request. Birdview reimbursed them for the donations and charged the $9,000 against Bud Ross's advance account. Effect is nil on Birdview books therefore pass further inspection.

Thus, there is evidence on Birdview's own records that Charles Ross was involved in Birview's reimbursements of the contributions made in December of 1983.

The June 1984 contributions from the three Birdview employees and their spouses involved the more complicated reimbursement scheme in the form of bonuses. Both David Hamilton and Steven Small testified that Charles Ross solicited them to make contributions to the Dole Committee. Both Messrs Hamilton

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and Small also admitted they were reimbursed by Birdview for their contributions. While not admitting that he was reimbursed, Mr. Galemore admitted that the bonus allowed he and his wife to cover their contributions to the Dole Committee.

As demonstrated above, Charles Ross was clearly involved in the reimbursement of the individuals who had made political contributions in December of 1983. Thus, at the time he solicited the June 1984 contributions, he had already had a hand in reimbursing Birdview employees for contributions. Charles Ross was David Hamilton's immediate supervisor. Therefore, he would have been aware of the fabricated bonus received by Mr. Hamilton after making the contribution, which Mr. Hamilton testified that he received for the purpose of reimbursing him for the contributions made by him and his wife. Thus, it seems clear that Charles Ross was aware of and consented to the bonus reimbursement scheme used to reimburse the employees who made contributions in June 1984.

In addition, it is undoubtedly not a coincidence that Charles Ross's daughter, Ronda Dumovich (nee Ross), made her contribution to the Dole Committee on the same day as the Smalls and the Galemores. The timing is another indication that Ross was involved in coordinating all of these contributions to the Dole Committee. Ronda Ross received a check from her father dated the same day she made her contribution to the Dole Committee. At the time Ms. Ross made the contribution, she was a

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full-time student and was supported solely by her father. Ms. Ross admitted that she discussed the contribution with her father. Moreover, she was unable to explain how she determined the amount of the contribution. Therefore, it is clear that Ms. Ross's contribution was made at the behest of her father who sent her the money to cover such contribution.

In 1985, Charles Ross was unable to attend a Dole fundraiser so he asked his secretary to accompany his wife in his place. Ms. Bowman wrote a check for $250 to the Dole Committee to attend the fundraiser. The next day, Ms. Bowman received her first and only Birdview bonus which resulted in a net pay of $391.75, very close to the amount of her contribution. Ms. Bowman admitted in a signed conciliation agreement that she was reimbursed for her contribution to the Dole Committee. As Ms. Bowman's supervisor, Charles Ross must have been aware of the reimbursement received by Ms. Bowman.

Charles Ross's reply brief says that the General Counsel's brief in no way indicates that Birdview's $10,000 payment to David Owen was authorized or approved of by Charles Ross. This Office believes that it is abundantly clear that Charles Ross not only approved of the contributions made by Owen, but was involved in the formulation of the plan to have him make such contributions. Two letters from Owen to Charles Ross provide evidence.

One letter acknowledged in writing by Ross, reads in part:

> Thank you for the opportunity to work for you and Birdview as you plan for the future. In our meeting this morning, we covered the following items: (1) Dave

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> will join the Republican Senatorial Trust, if possible, with Birdview paying the membership fee of $10,000 annually and any expenses incurred by Dave in attending the meetings...

A second letter from Owen to Ross reads in part:

> I just received notification from the Republican Senatorial Trust that I can renew my membership... please forward a check in the amount of $10,000 payable to David C. Owen, and I will send my personal check to the Trust.

David Owen signed a conciliation agreement admitting that he knowingly and willfully violated the Act by making $10,000 in contributions in his own name with Birdview's money. He further acknowledged that he negotiated with Charles Ross to have Birdview pay for his membership in the Republican Senatorial Trust.

Based on the letters and David Owen's own admissions, it is clear that Charles Ross knowingly and willfully was involved in Birdview's making contributions in the name of David Owen.

Both Charles Ross and Robert Owens were reimbursed for $250 contributions to Congressman Charlie Rose earmarked through the Society for Private and Commercial Earth Stations ("SPACE"). A note from Birdview's comptroller regarding the preparation of two $250 checks for Owens and Ross stated that the "payment must be made by a personal check, not a corporate one." Thus, Birdview employees were aware that a contribution from Birdview was prohibited. As President and Chairman of the Board receiving the $250 reimbursement from Birdview, Charles Ross also should have been aware that such contributions were prohibited.

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In October 1985, Edward Lane Gibson, Birdview's Vice President of Marketing, attended a SPACE fundraising dinner given on behalf of Senator Tim Wirth. Gibson testified that at the direction of Charles Ross and with the Mr. Ross's assurance that he would be reimbursed by Birdview, he wrote a $3,000 check to SPACE PAC earmarked for Senator Wirth. This contribution was designated by SPACE as $1,500 from Mr. Gibson and $1,500 from Mr. Ross. Mr. Gibson signed a conciliation agreement admitting that he was reimbursed by Birdview. Based on Mr. Gibson's testimony and the extent of Mr. Ross's involvement in other reimbursements, it appears that the contributions earmarked through SPACE were made at the direction of Charles Ross.

Based on testimony of former Birdview employees, in addition to documentary evidence supporting such testimony, it is evident that Charles Ross, the Founder, President and Chairman of the Board of Birdview, was an instigator of Birdview's contribution and reimbursement schemes, and consented to Birdview's reimbursing employees, including himself, and their spouses for political contributions made in their made.

In his reply brief, Mr. Ross contends that this matter arose after Birdview had gone into bankruptcy and that the former Birdview employees who testified in this matter had lost all loyalty to Birdview and himself by that time, and that it was easy for them to blame him for any actions taken by management with regard to reimbursements in an effort to exculpate themselves from liability for any part they played in the actions of Birdview. First, whether or not this was their purpose, their

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statements were not self-serving attempts to escape their own culpability since many of the former Birdview employees involved in the reimbursements have already signed conciliation agreements and paid civil penalties. And in this report, the Office of the General Counsel is recommending that the Commission find probable cause to believe that more of them violated the Act.

In addition, when this Office attempted to depose Mr. Ross and give him an additional opportunity to discuss the matter, he exercised his fifth amendment privilege throughout the entire deposition. The fact that Mr. Ross refused to give testimony to the Commission on his own behalf can be used to infer that had he spoken, he would not have negated the Commission's finding that he played a leading and substantial role in Birdview's reimbursement schemes. See Baxter et al. v. Palmigiano, 425 U.S. 308 (1976)(permitting an adverse inference to be drawn from a witness's silence at a civil proceeding is not, on its face, an invalid practice). Therefore, there is probable cause to believe Charles Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

Charles Ross's reply brief correctly notes that the Commission is not governed by an applicable statute of limitations. Federal Election Commission v. Lance, 617 F.2d 365, 371-372 (5th Cir. 1980). Respondent Charles Ross then argues that in absence of a statute of limitations in the Act, then the statute of limitations under Kansas law applies, i.e., that the Commission should "borrow" the Kansas statute of limitations.

"Borrowing" is inappropriate because this is a government

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enforcement action. "As a general matter, no statute of limitations will be applied in civil actions brought by the Government, unless Congress explicitly imposes such time limitations." Dole v. Local 427, 894 F.2d 607, 610 (3rd Cir. 1990). See Guaranty Trust Co. v. United States, 304 U.S. 126, 132 (1938). "This principle, expressed in the maxim, nullum tempus occurrit regi (time does not run against the king) was settled as early as 1840 . . . ." Dole v. Local 427, 894 F.2d at 610. "The doctrine continues to have vitality on public policy grounds 'that the public interest should not be prejudiced by the negligence of public officers, to whose care they are confided.'" Id., quoting United States v. Knight, 39 U.S. (14 pet.) 301, 315 (1840). Respondent has cited no authority for borrowing a state limitation in government enforcement actions where Congress has not spoken.[4]

The Office of the General Counsel recommends that the Commission find probable cause to believe that Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.[5]

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4. Moreover, even if borrowing were otherwise appropriate, the Court should not look to a local statue of limitations to govern enforcement of an Act with nationwide application. See Short v. Belleville Shoe Mfg.. Co., 908 F.2d 1385 (7th Cir. 1990).

5. Based on Commission reports and check copies submitted by Charles Ross, Mr. Ross made at least $19,550 in political contributions to Federal candidates between 1983 and 1986. Charles Ross often received substantial cash advances from Birdview. The Birdview paperwork for these advances often fails to indicate the reasons for the advance. Thus, it is very likely that the Mr. Ross was reimbursed by Birdview for many of these contribution. However, there is not sufficient evidence that relates any additional contributions to specific reimbursements from Birdview.

D. Ronda Dumovich

On December 16, 1988, the Commission found reason to believe that Ronda Dumovich (nee Ross) violated 2 U.S.C. § 441f. At the time Ms. Ross made her $1,000 contribution to the Dole Committee, she was in college and her father, Charles Ross, was her sole source of income. Ms. Ross admitted that she discussed the contribution with her father. Charles Ross argues, however, that because his daughter was a shareholder in Birdview, she had a substantial interest in supporting the campaign of candidates, such as Dole, favorable to the interests of the satellite industry and that there is no evidence to indicate that her contribution was not made of her own free will.

The fact that Ms. Ross made her contribution at the same time three other Birdview employees and their spouses made contributions to the Dole Committee is an indication that her contribution was made at the behest of Charles Ross. That, combined with the fact that Charles Ross sent his daughter a check around the same time the contribution was made and that he was her sole source of income, is evidence that Ms. Ross was reimbursed by Charles Ross for her contribution made to the Dole Committee. In addition, Ms. Ross did not make contributions to any other candidates sympathetic to the satellite industry. Furthermore, Ms. Ross could not answer the question how she decided what amount to contribute. All of the above lead to the conclusion that Ms. Ross made her contribution to the Dole

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Committee at the direction of Charles Ross who also gave Ms. Ross the money to make the contribution.

Ms. Dumovich's response to the General Counsel's brief was a one single sentence: "The facts remain the same." Therefore, there is probable cause to believe that Ronda Dumovich violated 2 U.S.C. § 441f.

Based on the above, the Office of the General Counsel recommends that the Commission find probable cause to believe that Ronda Dumovich violated 2 U.S.C. § 441f.

E. David K. Hamilton and Martha Hamilton

On February 25, 1988, the Commission found reason to believe that David K. Hamilton violated 2 U.S.C. §§ 441b and 441f. On that same day, the Commission also found reason to believe that Martha Hamilton violated 2 U.S.C. § 441f.

David and Martha Hamilton each made a $1,000 contribution to the Dole Committee in June 1984. On June 14, 1984, after he and his wife made their contributions to the Dole Committee, David Hamilton filled out a check request form for a $2,000 cash advance. On June 30, 1984, Mr. Hamilton received a $3,000 bonus from Birdview, minus the $2,000 cash advance. David Hamilton acknowledges that the purpose of the $3,000 bonus was to reimburse him and his wife for the contributions they had made to the Dole Committee.

In addition to playing a role in requesting that his own contribution be reimbursed by Birdview, Mr. Hamilton also was actively involved in Birdview's reimbursement of others for

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political contributions. In advance of the June 1984 reimbursements by Birdview, Mr. Hamilton prepared the memorandum calculating that bonuses of $3,000 were necessary for the after-tax amount to cover the reimbursement. Additionally, Mr. Hamilton also arranged for cash advances of $2,000 each to be paid to Steven Small and Dale Galemore before each received the $3,000 bonus.

Mr. Hamilton was also involved in the reimbursement of $5,000 of the 1983 reimbursements by Birdview. He filled out the check request form for Stanton Ross for his and his wife's contribution. He also approved Roger Mason's cash advance to cover his contribution to the Dole Committee. Also, he discussed reimbursement of Robert and Betty Owens' contributions with Mr. Owens.

Finally, Mr. Hamilton signed the $10,000 check to David Owen and the Senatorial Trust.

Mr. Hamilton denies any knowledge with respect to his assistance in Birdview's reimbursement of others. Basically, he argues that he signed checks and check requests in a ministerial fashion. However, David Hamilton admitted that the memorandum discussing the bonuses needed to cover the June 1984 contributions appears to be in his own handwriting. The memorandum shows how Birdview's payroll department should record the cash advances and bonuses. The part of the memorandum in Mr. Hamilton's handwriting consists of three columns of names and

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numbers and reads as follows:[6]

	170-02	ded	B
S. Small	2,000		3,000
D. Galemore	2,000		3,000
D. Hamilton	2,000		3,000

Mr. Hamilton's preparation of this memorandum clearly evidences his knowledge and personal involvement in Birdview's reimbursement of the June 1984 contributions to himself, Steven Small, and Dale Galemore.

Based on Mr. Hamilton's involvement in the June 1984 reimbursements, when he signed the $10,000 check to David Owen and the Senatorial Trust was made in September 1984, Mr. Hamilton was aware of Birdview's involvement in making political contributions in the name of others. Pursuant to 2 U.S.C. § 441b(a), it is unlawful for any officer of any corporation to consent to any contribution or expenditure by the corporation in connection with any election for federal office. As an officer of Birdview, Mr. Hamilton signed the $10,000 check which on it's face indicated that it was for political purposes, thereby consenting to Birdview's making political contributions.

As for the contributions made earlier in 1983, Mr. Hamilton was involved with approving most of those reimbursements. Robert Owens has testified that he and Mr. Hamilton discussed the possibility of Birdview's reimbursing Mr. Owens for the contributions, along with that fact that other Birdview employees were being told to make contributions to Dole. Robert Owens

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6. Testimony from Birdview employees has confirmed that "170-02" refers to Birdview's advance account; "ded" refers to deductions; and "B" refers to bonus.

admitted that the $2,000 cash advance he received after the conversation was for the purpose of reimbursing him and his wife for their contributions. Mr. Hamilton filled out and approved Mr. Owens check request form for the reimbursement. The check request indicated that the reason for the advance was a "special expense advance."

In filling out the check request form, Mr. Hamilton did not indicate the real reason for the advance. Cf. MUR 3056 (the National Community Bank of New Jersey apparently did not realize that the bank's reimbursement of officers for political contributions was prohibited by law because there has been no attempt to hide such activity and all of the internal documentation clearly indicated that reimbursements were for political contributions). By failing to disclose the real reason for the cash advance, it is apparent that Mr. Hamilton realized corporate reimbursements for contributions are prohibited by law.

Roger Mason and Stanton Ross were also reimbursed for their contributions to the Dole Committee in December of 1983. Mr. Mason's check request form, also filled out by Mr. Hamilton, requested a "special expense advance." Stanton Ross's check request, again made by Mr. Hamilton, was for a "travel advance." Therefore, there is probable cause to believe that David K. Hamilton knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

Based on the above, the Office of the General Counsel recommends that the Commission find probable cause to believe

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that David K. Hamilton knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

The reply brief incorrectly states that any knowing and willful violations by Mr. Hamilton must be proven by a clear and convincing standard of proof. The 1979 Amendments to the Act removed any mention of the clear and convincing standard, and cited the House report accompanying the 1979 amendments which stated that, while the Committee on House Administration did not intend to reduce the standard, it did not think the clear and convincing element was "meaningful." Therefore, the Commission is not bound by any clear and convincing standard.

The memorandum regarding the June 1984 contributions clearly involves a thought out scheme to avoid the appearance of Birdview reimbursements. The fact that as an officer Mr. Hamilton created that memorandum indicates that at least as of June 1984, he had knowledge that the law was being violated. Accordingly, when he signed the $10,000 check to David Owen and the Senatorial Trust, he was aware both that Birdview that had been involved in making political contributions and that such contributions violated the law.

In Martha Hamilton's reply brief it is argued that the FEC has not shown that Mrs. Hamilton wrote the check to the Dole Committee with the knowledge that it was made on behalf of someone else and points out that we did not take her deposition and never discussed the matter with Mrs. Hamilton. Counsel who prepared Mrs. Hamilton's brief fails to point out, however, that in response to a deposition subpoena of Mrs. Hamilton the

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Commission received a letter from Mrs. Hamiltons's psychiatrist, dated March 21, 1988, which stated: "Mrs. Marti Hamilton has been under a great deal of stress during the past few months. Based on my clinical judgement, I think it would be detrimental for her to testify in a hearing at the present time. My recommendation is that she be excused from the above procedure." Based on this representation, this Office did not insist on Martha Hamilton's appearance for a deposition. Nevertheless, the facts and pattern surrounding her contributions as developed by other testimony and evidence shows that there is probable cause to believe Martha Hamilton violated 2 U.S.C. § 441f.

The Office of the General Counsel recommends that the Commission find probable cause to believe that Martha Hamilton violated 2 U.S.C. § 441f.

F. Dale Galemore and Cynthia Galemore

Dale Galemore was one of the Birdview employees who made a $1,000 contribution to the Dole Committee in June of 1984. His wife, Cynthia Galemore, also made a $1,000 contribution to the Dole Committee at that same time. On February 25, 1988, the Commission found reason to believe that Dale Galemore violated 2 U.S.C. § 441f, and reason to believe that Cynthia Galemore violated 2 U.S.C. § 441f.

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In early June of 1984, Dale Galemore had a conversation with his supervisor, Roger Mason. During the conversation, they discussed a $3,000 bonus which Mr. Galemore was to receive. Mr. Mason also suggested that Mr. Galemore and his wife should make contributions to the Dole Committee because the impression was that he did not support "scrambling." Scrambling was an important issue to Birdview employees because if scrambling was permitted, it would be detrimental to the satellite industry.

A few days after this conversation, on June 11, 1984, Roger Mason called Dale Galemore at home and asked him to come to Birdview with contribution checks for the Dole Committee. Mr. Galemore complied with this request and presented Mr. Mason with a $1,000 check each from him and his wife. Mr. Galemore testified at his deposition that at the time he gave the checks to Roger Mason, he wanted to make sure that he was getting the promised bonus and asked if he could get it sooner. Four days later, Dale Galemore received a $2,000 cash advance from Birdview. On June 29, 1984, Dale Galemore received a $3,000 bonus, less the $2,000 cash advance he had received on June 15, 1984.

The Galemores argue that they did not "knowingly" violate 2 U.S.C. § 441f. Respondents note that "knowingly" is not defined in the Act or Commission regulations and cite to the definition of knowingly found in other statutes and in the dictionary. They further argue that they would have made contributions to the Dole Committee regardless of whether Mr. Galemore had received a bonus from Birdview.

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This Office does not contend that the Galemores "knowingly and willfully" violated the Act, i.e., made the contributions "with full knowledge of all of the facts and a recognition that the action is prohibited by law." See 122 Cong. Rec. H3778 (daily ed. May 3, 1986)(remarks of Congressman Hays on knowing and willful standard). See also Federal Election Commission v. John A. Dramesi for Congress Committee, 640 F. Supp. 985 (D.N.J. 1986)(the court addressed the knowing and willful standard and noted that it requires knowledge that one is violating the law).

However, this Office does contend that the Galemore made the contributions to the Dole Committee with the knowledge that they would receive the money for the contributions from Birdview. During his deposition, in response to the question whether he would have made the contribution to the Dole Committee had he not received the bonus, Mr. Galemore stated:

> I thought about that a lot. I think the amount is questionable of how much we would, but the time that we were faced with and the job security that I was looking for, and what was good for the satellite industry at that time, I felt like was good for me, so I feel like, yeah, I would have made some sort, but it's impossible to back and say exactly how much.

Even in the Galemores reply brief, they admit that they are uncertain how much of a contribution they would have made to the Dole Committee without the Birdview bonus. And as noted above, Dale Galemore testified that when he brought his and his wife's contributions to Roger Mason, he ascertained whether he would be receiving the bonus and whether he could get it sooner. Thus, it

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is clear that the bonus was used by the Galemores to make the contributions to the Dole Committee. The issue then becomes whether Dale Galemore knew that the money he received from Birdview was not a bonus but a reimbursement for his and his wife's contributions to the Dole Committee.

The contributions to the Dole Committee were the only contributions ever made by the Galemores. Dale Galemore agreed to make contributions to the Dole Committee at the request of his supervisor, Roger Mason. During the conversations that Mr. Galemore and Mr. Mason had about the contributions, the Birdview bonus to Mr. Galemore was also discussed.

At the time the Galemores made the contribution, they had $3,400 in a money market account, a savings account with about $500 - $1,000, and a checking account with about $1,300. Mr. Galemore stated that he and his wife were saving to buy a house. Given their financial position, it is difficult to believe that they would use almost the entire net bonus to make political contributions unless the bonus was given specifically for the purpose of reimbursement. Moreover, Mr. Galemore testified how his accountant believed that the Birdview payment was a reimbursement for the contributions.

Mr. Galemore insists that the way it was explained to him, it was a bonus based on job performance. However, this Office believes that the Galemores were aware that Dale Galemore received the bonus to reimburse him and his wife for their contributions to the Dole Committee in violation of 2 U.S.C. § 441f. Therefore, there is probable cause to believe that the

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Galemores violated 2 U.S.C. § 441f.

Accordingly, the Office of the General Counsel recommends that the Commission find probable cause to believe that Dale Galemore violated 2 U.S.C. § 441f, and probable cause to believe that Cynthia Galemore violated 2 U.S.C. § 441f.

G. Gunilla Ross

On February 25, 1988, the Commission found reason to believe that Gunilla Ross violated 2 U.S.C. § 441f. Gunilla Ross is Charles Ross's wife. This finding was based on reports filed with the Commission by the Dole Committee that disclosed a $1,000 contribution from Mrs. Ross on December 27, 1983, and a $250 contribution on October 21, 1985. Because of Birdview's apparent reimbursement efforts on behalf of its employees, it appeared that Mrs. Ross knowingly permitted her name to be used to effect a political contribution in the name of another.

Gunilla Ross made a total of $9,250 in political contributions between 1983 and 1985. As noted above, while it is very likely that Charles and Gunilla Ross were reimbursed for their contributions by Birdview, there is not sufficient evidence to directly correlate payments by Birdview to the Rosses to Gunilla's contributions.

The Office of the General Counsel therefore recommends that the Commission take no further action against Gunilla Ross, and close the file as it pertains to her.

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III. DISCUSSION OF CONCILIATION AND CIVIL PENALTY

A. Birdview Satellite Communications, Inc.

Attached for the Commission's approval is a proposed conciliation agreement

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B. Charles A. Ross

The proposed conciliation agreement for Charles Ross

C. Ronda Dumovich

The proposed conciliation agreement for Ms. Dumovich

D. David K. Hamilton and Martha Hamilton

The proposed conciliation agreement for David Hamilton

The proposed conciliation agreement for Martha Hamilton

E. Dale Galemore and Cynthia Galemore

The proposed conciliation agreements for the Galemores

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IV. RECOMMENDATIONS

1. Find probable cause to believe that Birdview Satellite Communications, Inc., knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

2. Find probable cause to believe that Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441.

3. Find probable cause to believe that Ronda Dumovich violated 2 U.S.C. § 441f.

4. Find probable cause to believe that David K. Hamilton knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

5. Find probable cause to believe that Martha Hamilton violated 2 U.S.C. § 441f.

6. Find probable cause to believe that Dale Galemore violated 2 U.S.C § 441f.

7. Find probable cause to believe that Cynthia Galemore violated 2 U.S.C. § 441f.

8. Approve the attached conciliation agreements.

9. Take no further action with respect to Gunilla Ross.

10. Close the file as it pertains to Gunilla Ross.

11. Approve the appropriate letters.

12/2/91
Date

Lawrence M. Noble
General Counsel

Attachments:
Conciliation Agreements
1. Birdview
2. Charles Ross
3. David Hamilton
4. Martha Hamilton
5. Dale Galemore
6. Cynthia Galemore
7. Ronda Dumovich

Staff assigned: Elizabeth Campbell

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 2582
Birdview Satellite Communications, Inc.; Charles A. Ross; Ronda Dumovich; David K. Hamilton; Martha Hamilton; Dale Galemore; Cynthia Galemore; Gunilla Ross.	)	

CERTIFICATION

I, Delores R. Harris, recording secretary for the Federal Election Commission executive session on December 10, 1991, do hereby certify that the Commission decided by a vote of 4-1 to take the following actions in MUR 2582:

1. Find probable cause to believe that Birdview Satellite Communications, Inc., knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

2. Find probable cause to believe that Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441.

3. Find probable cause to believe Ronda Dumovich violated 2 U.S.C. § 441f.

4. Find probable cause to believe that David K. Hamilton knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

5. Take no further action with respect to Martha Hamilton and close the file.

(continued)

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6. Find probable cause to believe that Dale Galemore violated 2 U.S.C. § 441f.

7. Find probable cause to believe that Cynthia Galemore violated 2 U.S.C. § 441f.

8. Approve the conciliation agreements, as recommended in the General Counsel's Report dated December 2, 1991, except for the agreement for Martha Hamilton pursuant to action 5, as noted above.

9. Take no further action with respect to Gunilla Ross.

10. Close the file as it pertains to Gunilla Ross.

11. Approve the appropriate letters, as recommended in the General Counsel's Report dated December 2, 1991.

Commissioners Aikens, Josefiak, McDonald, and Thomas voted affirmatively for the decision; Commissioner Elliott dissented; Commissioner McGarry was not present.

Attest:

December 12, 1991
Date

Delores R. Harris
Delores R. Harris
Administrative Assistant

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

SENSITIVE

December 20, 1991

MEMORANDUM

TO: The Commission

FROM: Lawrence M. Noble
General Counsel

SUBJECT: MUR 2582

Through a review of the Certification dated December 12, 1991 for the above referenced matter, this Office has discovered that the Certification correctly states what is an incorrect recommendation in the General Counsel's Report circulated to the Commission on December 3, 1991.

The General Counsel's Report mistakenly recommends that the Commission find probable cause to believe that Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441. (See, Page #27, IV.2.). The correct recommendation should be, "find probable cause to believe that Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441f."

The 2 U.S.C. § 441f violation is discussed in the General Counsel's Report and included in the Factual and Legal Analysis, with regard to Charles A. Ross, which was an attachment to the report circulated to the Commission. Accordingly, the General Counsel recommends the Commission modify the finding in the Certification dated December 12, 1991, at paragraph #2 to clearly express the intent of the Commission.

RECOMMENDATION:

1. Find probable cause to believe Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Charles A. Ross.) MUR 2582
)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on December 26, 1991, the Commission decided by a vote of 4-0 to find probable cause to believe Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441f, as recommended in the General Counsel's Memorandum dated December 20, 1991.

Commissioners Aikens, Elliott, McGarry, and Thomas voted affirmatively for the decision; Commissioners Josefiak and McDonald did not cast votes.

Attest:

12-26-91
Date

Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Fri., Dec. 20, 1991 4:56 p.m.
Circulated to the Commission: Mon., Dec. 23, 1991 11:00 a.m.
Deadline for vote: Thurs., Dec. 26, 1991 11:00 a.m.

bjf

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 8, 1992

John H. Calvert, Esquire
Lathrop & Norquist
2600 Mutual Benefit Life Building
2345 Grand Avenue
Kansas City, Missouri 64108-2684

RE: MUR 2582
Martha Hamilton

Dear Mr. Calvert:

This is to advise you that on December 10, 1991, the Federal Election Commission decided to take no further action with respect to Martha Hamilton. Accordingly, the file in this matter has been closed as it pertains to Martha Hamilton.

The file will be made part of the public record within 30 days after it has been closed with respect to all other respondents involved. Should you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed. In the event you wish to waive confidentiality under 2 U.S.C. § 437g(a)(12)(A), written notice of the waiver must be submitted to the Commission. Receipt of the waiver will be acknowledged in writing by the Commission.

If you have any questions, please contact Lawrence D. Parrish, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence M. Noble
General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 8, 1992

Richard C. Wallace, Esquire
Evans & Mullinix, P.A.
Country Hill Bank Building
15301 West 87th Street Parkway
Lenexa, KS 66219-1428

RE: MUR 2582
Gunilla Ross

Dear Mr. Wallace:

This is to advise you that on December 10, 1991, the Federal Election Commission decided to take no further action with respect to Gunilla Ross. Accordingly, the file in this matter has been closed as it pertains to Gunilla Ross.

The file will be made part of the public record within 30 days after it has been closed with respect to all other respondents involved. Should you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed. In the event you wish to waive confidentiality under 2 U.S.C. § 437g(a)(12)(A), written notice of the waiver must be submitted to the Commission. Receipt of the waiver will be acknowledged in writing by the Commission.

If you have any questions, please contact Lawrence D. Parrish, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence M. Noble
General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 8, 1992

John H. Calvert, Esquire
Lathrop & Norquist
2600 Mutual Benefit Life Building
2345 Grand Avenue
Kansas City, Missouri 64108-2684

RE: MUR 2582
David K. Hamilton

Dear Mr. Calvert:

On December 10, 1991, the Federal Election Commission found that there is probable cause to believe your client, David K. Hamilton, knowingly and willfully violated 2 U.S.C. §§ 441b and 441f, provisions of the Federal Election Campaign Act of 1971, as amended.

The Commission has a duty to attempt to correct such violations for a period of 30 to 90 days by informal methods of conference, conciliation, and persuasion, and by entering into a conciliation agreement with a respondent. If we are unable to reach an agreement during that period, the Commission may institute a civil suit in United States District Court and seek payment of a civil penalty.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission within ten days. I will then recommend that the Commission accept the agreement. Please make your check for the civil penalty payable to the Federal Election Commission.

If you have any questions or suggestions for changes in the enclosed conciliation agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Lawrence D. Parrish, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 8, 1992

Randall D. Crawford, Esquire
Koelling & Crawford, P.C.
5950 North Oak
Suite 202
Kansas City, Missouri 64118

RE: MUR 2582
Cynthia Galemore

Dear Mr. Crawford:

On December 10, 1991, the Federal Election Commission found that there is probable cause to believe your client, Cyythia Galemore, violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended.

The Commission has a duty to attempt to correct such violations for a period of 30 to 90 days by informal methods of conference, conciliation, and persuasion, and by entering into a conciliation agreement with a respondent. If we are unable to reach an agreement during that period, the Commission may institute a civil suit in United States District Court and seek payment of a civil penalty.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission within ten days. I will then recommend that the Commission accept the agreement. Please make your check for the civil penalty payable to the Federal Election Commission.

If you have any questions or suggestions for changes in the enclosed conciliation agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Lawrence D. Parrish, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 8, 1992

Randall D. Crawford, Esquire
Koelling & Crawford, P.C.
5950 North Oak
Suite 202
Kansas City, Missouri 64118

RE: MUR 2582
Dale Galemore

Dear Mr. Crawford:

On December 10, 1991, the Federal Election Commission found that there is probable cause to believe your client, Dale Galemore, violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended.

The Commission has a duty to attempt to correct such violations for a period of 30 to 90 days by informal methods of conference, conciliation, and persuasion, and by entering into a conciliation agreement with a respondent. If we are unable to reach an agreement during that period, the Commission may institute a civil suit in United States District Court and seek payment of a civil penalty.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission within ten days. I will then recommend that the Commission accept the agreement. Please make your check for the civil penalty payable to the Federal Election Commission.

If you have any questions or suggestions for changes in the enclosed conciliation agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Lawrence D. Parrish, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504368274 9

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 8, 1992

Richard C. Wallace, Esquire
Evans & Mullinix, P.A.
Country Hill Bank Building
15301 West 87th Street Parkway
Lenexa, KS 66219-1428

RE: MUR 2582
Charles A. Ross

Dear Mr. Wallace:

On December 26, 1991, the Federal Election Commission found that there is probable cause to believe your client, Charles A. Ross, knowingly and willfully violated 2 U.S.C. §§ 441b and 441f, provisions of the Federal Election Campaign Act of 1971, as amended.

The Commission has a duty to attempt to correct such violations for a period of 30 to 90 days by informal methods of conference, conciliation, and persuasion, and by entering into a conciliation agreement with a respondent. If we are unable to reach an agreement during that period, the Commission may institute a civil suit in United States District Court and seek payment of a civil penalty.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission within ten days. I will then recommend that the Commission accept the agreement. Please make your check for the civil penalty payable to the Federal Election Commission.

If you have any questions or suggestions for changes in the enclosed conciliation agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Lawrence D. Parrish, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

95043682750

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 8, 1992

Ronda Dumovich
9905 Parkview Avenue
Kansas City, Kansas 66109

RE: MUR 2582
Ronda Dumovich

Dear Ms. Dumovich:

On December 10, 1991, the Federal Election Commission found that there is probable cause to believe you violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended.

The Commission has a duty to attempt to correct such violations for a period of 30 to 90 days by informal methods of conference, conciliation, and persuasion, and by entering into a conciliation agreement with a respondent. If we are unable to reach an agreement during that period, the Commission may institute a civil suit in United States District Court and seek payment of a civil penalty.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission within ten days. I will then recommend that the Commission accept the agreement. Please make your check for the civil penalty payable to the Federal Election Commission.

If you have any questions or suggestions for changes in the enclosed conciliation agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Lawrence D. Parrish, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504368275 1

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 8, 1992

F. Stannard Lentz, Esq.
Lentz & Clark, P.A.
P.O. Box 12167
Overland Park, Kansas

RE: MUR 2582
Birdview Satellite Communications, Inc.

Dear Mr. Lentz:

On December 10, 1991, the Federal Election Commission found that there is probable cause to believe your client, Birdview Satellite Communications, Inc., knowingly and willfully violated 2 U.S.C. §§ 441b and 441f, provisions of the Federal Election Campaign Act of 1971, as amended.

The Commission has a duty to attempt to correct such violations for a period of 30 to 90 days by informal methods of conference, conciliation, and persuasion, and by entering into a conciliation agreement with a respondent. If we are unable to reach an agreement during that period, the Commission may institute a civil suit in United States District Court and seek payment of a civil penalty.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission within ten days. I will then recommend that the Commission accept the agreement. Please make your check for the civil penalty payable to the Federal Election Commission.

If you have any questions or suggestions for changes in the enclosed conciliation agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Lawrence D. Parrish, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

9504368275 2

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 23, 1991

John E. Larson, Esquire
Evans & Mullinix, P.A.
Country Hill Bank Building
15301 West 87th Street Parkway
Suite 220
Lenexa, Kansas 66219

Re: MUR 2582

Dear Mr. Larson:

This is in response to your letter dated December 3, 1991, which we received on December 10, 1991, requesting an extension for Stanton Ross until December 23, 1991 to respond to the Commission's finding. After considering the circumstances presented in your letter, the Office of the General Counsel has granted the requested extension. Accordingly, your response is due by the close of business on December 23, 1991.

If you have any questions, please contact me at (202) 219-3400.

Sincerely,

Lawrence D. Parrish
Attorney

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RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM
91 DEC 23 PM 1:09

LAW OFFICES

EVANS & MULLINIX, P.A.

COUNTRY HILL BANK BUILDING
15301 WEST 87TH STREET PARKWAY, SUITE 220
LENEXA, KANSAS 66219
TELEPHONE (913) 541-1200
FACSIMILE (913) 541-1010

REPLY TO LENEXA, KANSAS

TIMOTHY J. EVANS
THOMAS M. MULLINIX
RICHARD C. WALLACE*
JO ANN BUTAUD*
MERLE E. PARKS
JOANNE B. STUTZ*
LUIS MATA**
JOHN E. LARSON*
RICHARD A. CARNAHAN

*ALSO ADMITTED IN MISSOURI
**ALSO ADMITTED IN FLORIDA

MIDLAND BANK OF KANSAS
1314 NORTH 38TH STREET
KANSAS CITY, KANSAS 66102
TELEPHONE (913) 621-1200
FACSIMILE (913) 621-1263

December 20, 1991

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
91 DEC 27 AM 10:58

Lawrence M. Noble
General Counsel
Federal Election Commission
Washington, D.C. 20463

Re: Stanton E. Ross, MUR 2582

Dear Mr. Noble:

Please find enclosed the original and ten copies of the the Brief of Stanton Ross. If you have any questions, please do not hesitate to contact me.

Sincerely yours,

EVANS & MULLINIX, P.A.

By: John E. Larson /srv
John E. Larson

JEL/srv

2504382754

BEFORE THE FEDERAL ELECTION COMMISSION

IN THE MATTER OF)
) MUR 2582
STANTON ROSS)

BRIEF OF STANTON ROSS

I. STATEMENT OF THE CASE

It is undisputed that Stanton Ross was a shareholder and an officer of Birdview Satellite Communications, Inc. ("Birdview"). General Counsel alleges that during December of 1983 Stanton Ross was reimbursed by Birdview for $1,000.00 contributions made by Stanton Ross and his wife, Merett Ross to the Dole for Senate Committee. Mr. Ross admits that the contributions were made in conjunction with a dinner fund raiser for Senator Dole which was held at the home of his parents, Mr. and Mrs. Charles A. Ross.

By nature of his status as a shareholder/officer of Birdview, Stanton Ross had a substantial interest in supporting the candidacy of individuals holding positions favorable to the satellite industry. Mr. Ross has consistently maintained and the records disclosed in the General Counsel's Brief indicates that the checks were drawn from his own personal account and donations made in an individual capacity and of his own free will and accord.

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General Counsel attempts to link normal travel reimbursements made to Stanton Ross as some type of proof of reimbursement, but this type of proof is speculative in light of the numerous travel reimbursements and expense account reimbursements received by Stanton Ross and the other officers of Birdview. General Counsel's Brief further insinuates that a handwritten notation on a working paper prepared by Touche Ross holds some indication that the contributions were reimbursed by Birdview. There is absolutely no foundation for this allegation, absence is the existence of detailed information as to who made the notation and under context it was made.

II. **ANALYSIS**

The broad allegations and circumstantial evidence upon which General Counsel relies is in no way sufficient to support the proposition that Stanton Ross knowingly permitted his name to be used to allow Birdview to effect a contribution to the Dole For Senate Committee, and therefore fails to establish a violation of 2 U.S.C. §441f. Section 441f of the Federal Election Commission Act states in part that "[n]o person shall make a contribution in the name of another person or knowingly permit his name be used to effect such a contribution . . ." It is undisputed that Stan Ross contributed $1,000.00 to the Dole For Senate Committee. It is also undisputed that he had the resources and the incentive as a shareholder and officer of Birdview to contribute to candidates favorable to the satellite industry and that the contribution was made from his personal checking account. There exists no credi-

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ble evidence rising above the level of being purely speculative and circumstantial which would support the allegations of the General Counsel.

III. **Additional Defenses**

The ability of the FEC to pursue those remedies contained 2 U.S.C. §437g are generally limited under the provisions of §455(a) to a period of three years after the date of an alleged violation. All of the alleged acts contained within the General Counsel's Brief occurred during December of 1983 and the FEC is clearly barred by the §455(a) from pursuing any criminal procesution against Stan Ross. Although the statute does not on its face limits its application to barring only criminal actions, their exists a case interrupting the statue in this matter. Federal Election Commission v. Lance, 617 F.2nd 365, 371, 372 (5th Cir. 1980). In light of the decision in Lance, it appears that the Federal Election Commission Act does not contain a civil statute of limitations therefore, any civil cause of action against Stanton Ross must be brought within the statue of limitations provided under Kansas law. Federal Deposit Insurance Corporation v. Ashley, 754 F.Supp. 179 (D.Kan. 1990). K.S.A. 60-512 provides the applicable statute of limitations, stating that "the following actions shall be brought within three years: (2) An action upon a liability created by statute other than a penalty for forfeiture." If the damages enumerated in §437g are found to be in the nature of penalty then the applicable statute of limitations would be five (5) years as specified by K.S.A. 60-

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511(5). Irregardless which standard is applied, a civil action brought by the FEC at this time would be barred by either civil statute of limitations.

IV. CONCLUSION

Stanton Ross request that the Commission find that no probable cause exists to believe that he has violated 2 U.S.C. §441f, or in the alternative any and all civil and criminal prosecution of the alleged misconduct is barred by the applicable federal and state statues of limitations.

Respectfully Submitted,

EVANS & MULLINIX, P.A.

Richard C. Wallace, KS# 07536
John E. Larson, KS# 14081
15301 West 87th Street Parkway
Country Hill Bank Building
Suite 220
Lenexa, KS 66219-1429
(913) 541-1200
(913) 541-1010 (Fax Number)
Attorney for Stanton Ross

9504308275 58

LAW OFFICES

LATHROP & NORQUIST

2345 GRAND AVENUE, SUITE 2600
KANSAS CITY, MISSOURI 64108-2684
FAX (816) 421-0500
(816) 842-0820

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

92 JAN 21 AM 9:51

January 14, 1992

Mr. Lawrence D. Parrish
Office of the General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

92 JAN 21 AM 11:04
RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

Re: MUR 2582; David K. and Martha Hamilton

Dear Mr. Parrish:

This is in response to your letters of January 8, 1992, with respect to the above matters.

Our office did not receive your correspondence until January 14 and I have not had an opportunity to get together with my client. Your letter asks for a response within ten days. I assume you mean within ten days of our receipt of the correspondence. We will attempt to be in touch with your office within that time-frame.

Very truly yours,

John H. Calvert

JHC/jmm

cc: Mr. and Mrs. David K. Hamilton

9504308275 9

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

92 JAN 27 AM 10:58

LAW OFFICES
LENTZ & CLARK, P.A.
9260 GLENWOOD
P.O. BOX 12167
OVERLAND PARK, KANSAS 66212-0167
(913) 648-0600

F. STANNARD LENTZ*
CARL R. CLARK
JAMES M. HOLMBERG
MARK A. GOUCHER*

*ADMITTED IN KANSAS AND MISSOURI

TELECOPIER
(913) 648-0664

January 21, 1992

92 JAN 27 PM 3:37
RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

Mr. Lawrence M. Noble, General Counsel
Attn: Mr. Lawrence D. Parrish
Federal Election Commission
Washington, D.C. 20463

Re: Birdview Satellite Communications, Inc.
Case No. 86-41150
Our File No. 04 88-5416

MUR 2582

Dear Mr. Noble:

This will acknowledge receipt of your January 8, 1992 letter and enclosure reference the above-captioned bankruptcy Debtor.

I am not the attorney for Birdview Satellite Communications but am the Court approved Chapter 11 Bankruptcy Trustee. Please be advised that Birdview has been out of business for several years and is the subject of a Chapter 11 liquidating plan. Also, the Debtors' estate appears to be administratively insolvent which means that many of the administrative costs incurred in the Chapter 11 will not be paid. In view of the present status of the Chapter 11 Debtor, I intend to take no action on the conciliation agreement.

Sincerely,

F. Stannard Lentz

FSL/bjo
bjo1-noble

9504382760

LAW OFFICES

EVANS & MULLINIX, P.A.

COUNTRY HILL BANK BUILDING
15301 WEST 87TH STREET PARKWAY, SUITE 220
LENEXA, KANSAS 66219
TELEPHONE (913) 541-1200
FACSIMILE (913) 541-1010

REPLY TO LENEXA, KANSAS

TIMOTHY J. EVANS
THOMAS M. MULLINIX
RICHARD C. WALLACE*
JO ANN BUTAUD*
MERLE E. PARKS
JOANNE B. STUTZ*
LUIS MATA**
JOHN E. LARSON*
RICHARD A. CARNAHAN

*ALSO ADMITTED IN MISSOURI
**ALSO ADMITTED IN FLORIDA

MIDLAND BANK OF KANSAS
1314 NORTH 38TH STREET
KANSAS CITY, KANSAS 66102
TELEPHONE (913) 621-1200
FACSIMILE (913) 621-1263

92 FEB -7 AM 11:59

February 4, 1992

92 FEB 11 AM 11:04

RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT

Lawrence M. Noble
Federal Election Commission
Washington, D.C. 20463

Re: Ronda Dumovich
MUR 2582

Dear Mr. Noble:

Please be advised that I have been retained by Ronda Dumovich regarding the claim that the Federal Election Commission has made against her.

Sincerely yours,

EVANS & MULLINIX, P.A.

By: Richard C. Wallace

RCW/srv
cc: Ronda Dumovich

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RECEIVED
FEDERAL ELECTION
COMMISSION
MAIL ROOM

Apr 3 11 52 AM '92

LAW OFFICES OF
HOSKINS, KING, McGANNON & HAHN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
1100 COMMERCE TRUST BUILDING
922 WALNUT STREET
KANSAS CITY, MISSOURI 64106
TELEPHONE
(816) 221-2416
TELECOPIER
(816) 221-4530

March 31, 1992

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
92 APR -3 AM 3:10

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

Re: In the Matter of Roger Mason
MUR 2582

Dear Sir or Madam:

Enclosed please find Roger Mason's response to the General Counsel's brief in this matter. In our brief, we have contested the General Counsel's allegation that probable cause exists to believe Mr. Mason violated 2 U.S.C. §441f concerning the Galemores' contributions. Mr. Mason has not contested the General Counsel's allegation that probable cause exists to believe he violated 2 U.S.C. §441f by making a $1,000 personal contribution.

We would like to enter into a conciliation agreement and put this matter behind us. Please give me a call upon receipt of this letter.

Very truly yours,

Daniel O. Herrington

Daniel O. Herrington

DOH/rgd
Enclosure

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Roger Mason) MUR 2582

RESPONSE TO GENERAL COUNSEL'S BRIEF

I. Introduction

The general counsel ("general counsel") to the Federal Election Commission ("F.E.C.") has filed a brief recommending that probable cause be found to believe that Roger Mason ("Mason") violated: (1) 2 U.S.C. §441f by making a $1,000 personal contribution to the Dole for Senate Committee for which he was reimbursed by Birdview Satellite Communications, Inc. ("Birdview"); and (2) 2 U.S.C. §§ 441f and 441b for assisting in contributions made by Dale and Cynthia Galemore for which they were reimbursed by Birdview.

II. Galemore Contributions

Attached hereto as Exhibit A and incorporated herein is the affidavit of Roger Mason manifesting his recollection of events concerning the $2,000 combined contribution of Dale & Cynthia Galemore. Mason denies assisting the Galemores $2,000 contribution. Contrary to the assertion of Dale Galemore, Mason's only involvement with the Galemores' contributions was to telephone Mr. Galemore at Mr. Ross' request and set up a meeting between Ross and Galemore where Mason believes contributions may have been discussed. Mason did not direct Galemore and his wife to make contributions and his involvement by no means rises to the level of

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assisting Mr. and Mrs. Galemore in their violation of 2 U.S.C. §441f.

III. Statute of Limitations

The general counsel's efforts to fine Mr. Mason for alleged conduct occurring in December 1983 is barred by the applicable three year statute of limitations set forth in 2 U.S.C. §455.

IV. Conclusion

WHEREFORE, for the reasons stated herein, Roger Mason prays that the Federal Election Commission not enter a finding that probable cause exists to believe Mason violated 2 U.S.C. §§ 441f and §441b.

Daniel O. Herrington

HOSKINS, KING, MCGANNON & HAHN
1100 Commerce Trust Building
922 Walnut Street
Kansas City, Missouri 64106
(816) 221-2416
(816) 221-4530 (FAX)

ATTORNEY FOR ROGER MASON

9504368276 4

Affidavit

COUNTY OF JACKSON)
) SS
STATE OF MISSOURI)

I, Roger Mason, having been duly sworn, state as follows:

My name is Roger Mason. I am presently employed by Cobalt Boats in Neodosha, Kansas as vice president. In December 1983, I

was employed by Birdview Satellite Communications, Inc., Overland Park, Kansas.

I have reviewed the general counsel's brief dated July 11, 1991 and have particularly reviewed the references therein to allege conversations I had with Dale Galemore concerning campaign contributions. I have also spoken with Mr. Galemore since reviewing general counsel's brief.

The events referenced in general counsel's brief took place over seven years ago and I do not recall them in great detail. However, I do not recall telling Dale Galemore that he should financially support the Dole campaign and I do not recall telling Mr. Galemore that Birdview had already contributed the maximum a corporation could contribute to the Dole campaign.

I do recall telephoning Mr. Galemore at home and requesting that he visit with Mr. Ross, president of Birdview. I vaguely recollect that Ross and Galemore discussed contributions to political campaigns. I do not recall telling Galemore that contributions be made to the Dole campaign would be reimbursed by Birdview. I did not participate in Ross' discussion with Galemore.

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Roger Mason

Subscribed and sworn to before me this 16th day of March, 1992.

R. Denison
Notary Public

My Commission Expires:

R DENISON
NOTARY PUBLIC STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXP. SEPT 24,1995

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RECEIVED
FEDERAL ELECTION
COMMISSION
MAIL ROOM

FILED
TOPEKA
APR 07 1992
RUSSELL L. BRENNER, Clerk
U.S. COURT OF BANKRUPTCY
By _____ Deputy

IN THE UNITED STATES BANKRUPTCY COURT
APR 13 FOURTH DISTRICT OF KANSAS

IN RE:	)	
	)	
Birdview Satellite Communications, Inc.	)	Case No. 86-41150
	)	Chapter 11
Debtor.	)	

ORDER RESTRICTING NOTICE ON PETITION FOR COMPENSATION AS ATTORNEY FOR TRUSTEE FOR THE PERIOD OF OCTOBER 21, 1990 THROUGH FEBRUARY 28, 1992

92 APR 14 A 10:35

THIS CAUSE comes on for consideration upon the Application for Order Restricting Notice on Petition for Compensation as Attorney for Trustee for the Period of October 21, 1990 Through February 28, 1992. For cause shown, it is

HEREBY ORDERED, ADJUDGED AND DECREED that notice of the Petition for Compensation as Attorney for Trustee for the Period of October 21, 1990 Through February 28, 1992 be restricted to all attorneys of record, the United States Attorney's office, the United States Trustee, and to all creditors and equity security holders who have filed with the Court that all notice be mailed to them.

IT IS SO ORDERED this 7th day of April, 1992.

Honorable James A. Pusateri
Bankruptcy Judge

Submitted by:

F. Stannard Lentz 06596
Lentz & Clark, P.A.
P.O. Box 12167
Overland Park, KS 66282-2167
(913) 648-0600
FAX: (913) 648-0664
Attorney for Trustee

MG11-B.S./OrRSN-Comp

Copy mailed 4-7-92
to debtor(s), attorney of record and U.S. Trustee

R. Carter
Deputy Clerk

9504368277 66

694

N T[illegible]INITED STATES BANKRUPTCY C[illegible]RT
[illegible]OR THE DISTRICT OF KANSAS

IN RE:	)	
	)	
Birdview Satellite Communications, Inc.	)	Case No. 86-41150
	)	Chapter 11
Debtor.	)	

NOTICE WITH OPPORTUNITY FOR HEARING

NOTICE IS HEREBY GIVEN that a PETITION FOR COMPENSATION AS ATTORNEY FOR TRUSTEE FOR THE PERIOD OF OCTOBER 21, 1990 THROUGH FEBRUARY 28, 1992 was filed herein by F. Stannard Lentz on March 31, 1992. F. Stannard Lentz as Attorney for Trustee is seeking approval of fees in the amount of $3,894.25 and expenses of $289.44 totalling $4,183.69. Payments of $942.94 and nonreimbursable expenses of $72.00 have been deducted leaving a balance due of $3,168.75. Copies of the fee petition may be reviewed at the Office of the Clerk, United States Bankruptcy Court, 444 S.E. Quincy, Topeka, Kansas during normal business hours.

NOTICE IS FURTHER GIVEN that unless a written objection and/or response thereto is filed with the Clerk of the United States Bankruptcy Court at Topeka, Kansas, within twenty (20) days (April 29, 1992) from the date of mailing hereof, an order sustaining such Application will be submitted to the Court by counsel for movant. **A hearing will not be held on the Application unless an objection is timely filed with the Clerk.**

Dated this 9th day of April, 1992.

Mark Goucher 14311

F. Stannard Lentz 06596
Lentz & Clark, P.A.
P.O. Box 12167
Overland Park, KS 66212-0167
(913) 648-0600
Attorney for Debtor

CERTIFICATE OF MAILING

I hereby certify that a copy of the above Notice with Motion/Application attached thereto was mailed, postage prepaid, this 9th day of April, 1992, to: Counsel of Record, Internal Revenue Service, United States Attorney's office, United States Trustee and to all creditors and equity security holders who have filed with the Court a requesting that all notices be mailed to them per the attached matrix.

Mark Goucher 14311

F. Stannard Lentz 06596

IF AN OBJECTION IS TIMELY FILED AND THE PARTIES ANTICIPATE THAT THE HEARING MAY EXTEND IN EXCESS OF TEN (10) MINUTES, COUNSEL MUST FILE A WRITTEN MOTION FOR CONTINUANCE (WITH A CERTIFICATE OF MAILING TO OPPOSING COUNSEL AND THE TRUSTEE) SETTING OUT THE LENGTH OF TIME REQUIRED FOR SUCH HEARING, AND A PROPOSED ORDER OF CONTINUANCE.

Notice of Opp

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BK 10
(Rev. 8/83)

FILED
TOPEKA

MAY 08 1992

RUSSELL L. BRENNER, Clerk
U.S. COURT OF BANKRUPTCY
By B. Carter Deputy

United States Bankruptcy Court

For the _____ District of KANSAS

(MUR 2582)

In re

BIRDVIEW SATELLITE COMMUNICATIONS

Case No. 86-41150 -11

*Debtor**

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notice is hereby given that: A hearing in said cause will be held at

U.S. Bankruptcy Court, 210 Federal Building,
444 S.E. Quincy, Topeka, Kansas 66683 on the
27th day of May, 19 92,
at 9:00 a.m., to consider and act upon the
following matter:

MOTION OF E. LOU BJORGAARD PROBASCO AND WAYNE PROBASCO TO ENFORCE SETTLEMENT AGREEMENT WITH SECURITY PACIFIC BANK, INC.

RECEIVED
FEDERAL ELECTION
COMMISSION
MAY 12 10 59 AM '92

IF PARTIES ANTICIPATE THE HEARING TO EXTEND BEYOND 15-20 MINUTES, A SPECIAL SETTING SHOULD BE SOUGHT, AS OUR REGULAR CALENDAR WILL NOT ACCOMODATE LONGER HEARINGS.

and transact such other business as may properly come before the meeting.

Dated at Topeka, Kansas May 8, 1992

JAMES A. PUSATERI
U.S. BANKRUPTCY JUDGE

RECEIVED
FEDERAL ELECTION COMMISSION
MAY 12 PM 3:07

CERTIFICATE OF MAILING

I do hereby certify that I did on this 8th day of May 19 92 mail a copy of the above Notice by First Class Mail to debtor, attorney of record, U.S. Trustee and movant's attorney, and all parties requesting notice. (603)

Date of issuance: 5-8-92

B Carter Deputy Clerk

*Include all names used by debtor within last 6 years.

697

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RECEIVED
F.E.C.
SECRETARIAT
92 JUL -2 AM 10: 09

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 2582 **SENSITIVE**
Stanton E. Ross	)	
	)	
Merett Ross	)	
	)	
Roger Mason	)	

GENERAL COUNSEL'S REPORT

I. BACKGROUND

This matter arose from a letter sent to the Commission by Charles L. Clinkenbeard, treasurer of the Dole for Senate Committee, on February 1, 1988. The letter asked the Commission to investigate a matter reported in the Kansas City Star concerning Birdview Satellite Communications, Inc. ("Birdview") and its scheme to make prohibited corporate contributions by making contributions in the name of Birdview employees. This report deals with probable cause recommendations regarding all but one of the remaining respondents in this matter.

II. ANALYSIS

A. Statute of Limitations Arguments

Counsels for Stanton Ross and Roger Mason have both argued that this matter is barred by the three year statute of limitations set forth in 2 U.S.C. § 455. In addition, it has also been argued that in absence of a statute of limitations in the Federal Election Campaign Act of 1971, as amended ("the Act"), then the statute of limitations under Kansas law

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applies, i.e., that the Commission should "borrow" the Kansas statute of limitations.

The Act contains no statute of limitations applicable to civil actions. The courts have construed the three year statute of limitations found at 2 U.S.C. § 455 to apply only to the commencement of criminal proceedings and not civil investigations conducted by the Commission pursuant to 2 U.S.C. § 437g. FEC v. Lance, 617 F.2d 365 (5th Cir. 1980), aff'd, 635 F.2d 1132 (en banc), cert. denied, 453 U.S. 917 (1981); FEC v. Sailors' Union of the Pacific Political Fund, No. 84-7763 (N.D. Calif. October 30, 1985) (granting partial summary judgment); FEC v. Wolfson, No. 85-1617 (M.D. Fla. February 6, 1986) (granting summary judgment in favor of Commission in face of statute of limitations argument).

"Borrowing" is inappropriate because this is a government enforcement action. "As a general matter, no statute of limitations will be applied in civil actions brought by the Government, unless Congress explicitly imposes such time limitations." Dole v. Local 427, 894 F.2d 607, 610 (3rd Cir. 1990). See Guaranty Trust Co. v. United States, 304 U.S. 126, 132 (1938). "This principle, expressed in the maxim, nullum tempus occurrit regi (time does not run against the king) was settled as early as 1840 . . . ." Dole v. Local 427, 894 F.2d at 610. "The doctrine continues to have vitality on public policy grounds 'that the public interest should not be prejudiced by the negligence of public officers, to whose care

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they are confided.'" Id., quoting United States v. Knight, 39 U.S. (14 pet.) 301, 315 (1840). The Respondents in this matter have cited no authority for borrowing a state limitation in government enforcement actions where Congress has not spoken.[1]

B. Stanton E. Ross and Merett Ross

The factual and legal analysis set forth in the General Counsel's briefs, dated December 3, 1991, are incorporated as if fully set forth herein.

On February 25, 1988, the Commission found reason to believe that Stanton E. Ross violated 2 U.S.C. § 441f and that Merett Ross violated 2 U.S.C. § 441f.

In Stanton Ross' reply brief, it is argued that the evidence which the General Counsel has relied on is circumstantial evidence and is "in no way sufficient to support the proposition that Stanton Ross knowingly permitted his name to be used to allow Birdview to effect a contribution to the Dole for Senate Committee, and therefore fails to establish a violation of 2 U.S.C. § 441f." Counsel for Stanton Ross states further:

> By nature of his status as a shareholder/officer of Birdview, Stanton Ross had a substantial interest in supporting the candidacy of individuals holding positions favorable to the satellite industry. Mr. Ross has consistently maintained and the records disclosed in the General Counsel's Brief indicates that the checks were drawn from his own personal account and donations made in an individual capacity and of his own free will and accord.

1. Moreover, even if borrowing were otherwise appropriate, the Court should not look to a local statue of limitations to govern enforcement of an Act with nationwide application. See Short v. Belleville Shoe Mfg.. Co., 908 F.2d 1385 (7th Cir. 1990).

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In addition, it was argued that this matter was barred by civil statute of limitations. (See above discussion on statute of limitations).

This Office believes that it is clear that Stanton and Merett Ross participated in this scheme to make prohibited corporate contributions by making contributions in their names. As noted in the General Counsel's Brief, Stanton and his wife each made a $1,000.00 contribution to the Dole Committee in December of 1983. On or about December 22, 1983, after Stanton Ross and his wife made their contributions to the Dole Committee, David Hamilton, vice president of finance, filled out a check request for a $2,000.00 travel advance. Stanton Ross has testified that the $2,000.00 he received from Birdview on or about December 22, 1983, was unrelated to his and his wife's contributions to the Dole for Senate of one week earlier. Stanton Ross testified that the $2,000.00 payment was for a travel advance, although he was unable to do more than generally speculate as to the particular travel for which the advance had purportedly been made.

The Touche Ross document[2] indicated that Stanton Ross was reimbursed $2,000.00 for his and his wife's contributions made at Charles Ross request. Edward Hackerott, Steven Phillips, and Robert Owens, all former Birdview Officers who were listed on the Touche Ross document have all testified that the

2. See the General Counsel's Brief for discussion on the Touche Ross document.

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contributions they and their wives made to Dole for Senate were related to their positions at Birdview.

Stanton Ross and his wife made a contributions of $1,000.00 each to Dole for Senate on or about December 16, 1983, as did the three couples described above. Stanton Ross received a $2,000.00 payment from Birdview approximately one week later, as did the other Birdview employees, described above.

Based on testimony of former Birdview employees, in addition to documentary evidence supporting such testimony, it is evident that Stanton Ross and his wife each contributed $1,000.00 to Dole for Senate at the direction of Charles Ross, and that they were reimbursed for their contributions by Birdview.

The Office of the General Counsel recommends that the Commission find probable cause to believe that Stanton Ross violated 2 U.S.C. § 441f.

This Office has been unsuccessful in locating the whereabouts of Merett Ross. We understand she and Stanton Ross have separated or been divorced. Therefore, we will make further attempts to locate her.

C. Roger Mason

The factual and legal analysis set forth in the General Counsel's briefs, dated December 3, 1991, are incorporated as if fully set forth herein.

On February 25, 1988, the Commission found reason to believe that Roger Mason violated 2 U.S.C. § 441f.

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In his reply brief, Roger Mason does not contest the General Counsel's allegation that probable cause exists to believe he violated 2 U.S.C. § 441f by making a $1,000.00 contribution to Dole for Senate.

As noted in the General Counsel's Brief, on its 1983 Year End Report, the Dole for Senate Committee reported receiving a $1,000.00 contribution from Roger Mason on December 16, 1983. According to the report, Mr. Mason was an executive at Birdview. Mr. Mason provided several documents concerning his contribution to the Dole for Senate Committee; additional documents obtained by this Office also relate to Mr. Mason's contribution. At a deposition conducted by this Office on May 10, 1988, Mr. Mason asserted his fifth amendment privilege against self-incrimination, refusing to answer any questions about his employment at Birdview or about any political contributions with which he was involved.

Documents that relate to Mr. Mason's contribution to the Dole for Senate Committee are described below. First, check number 1293 was drawn on Mr. Mason's checking account in the amount of $1,000.00, was dated December 13, 1983, and was made payable to Dole for Senate. Second, there is a letter signed by Senator Dole that reads in part:

> I was sorry you could not make it to the dinner which Bud and Gunilla hosted, but I certainly understand.
>
> You were great to send along your most generous contribution, and I want you to know how deeply appreciative I am.

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Third, an internal check request form for Birdview requested a $1,000 check for Roger Mason that was needed on December 22, 1983. The reason for the request was a "special expense advance." The request was approved by David K. Hamilton, Birdview's Vice President of Finance. Finally, check number 7719, drawn on Birdview's checking account in the amount of $1,000, was made payable to Roger Mason; it was dated December 22, 1983.

These documents affirm the Touche Ross description of Mr. Mason's reimbursed political contribution, discussed above. The pattern is wholly consistent with that of Edward Hackerott, Robert Owens, Steven Phillips and Stanton Ross.

Based upon the above, the Office of the General Counsel recommends that the Commission find probable cause to believe that Roger Mason violated 2 U.S.C. § 441f.

Although Roger Mason does not contest the General Counsel's allegation that probable cause exists to believe he violated 2 U.S.C. § 441f in his reply brief, he does contested that probable cause exists to believe that he violated 2 U.S.C. § 441f by assisting in the Galemores' contributions.

It is Roger Mason's contention that he did not assist the Galemores in making their contributions. Counsel for Roger Mason states:

> Contrary to the assertion of Dale Galemore, Mason's only involvement with the Galemores' contributions was to telephone Mr. Galemore at Mr. Ross' [Charles] request and set up a meeting between Ross and Galemore where Mason believes contributions may have been discussed. Mason did not direct Galemore and his wife to make contributions and his involvement by no means

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rises to the level of assisting Mr. and Mrs. Galemore in their violation of 2 U.S.C. § 441f.

The evidence which this Office has obtained during the course of this investigation contradicts Roger Mason's contention that he did not assist the Galemores in making their contributions. The Galemores have testified that in early June of 1984, Mr. Mason had a conversation with Mr. Galemore, a Birdview employee under his supervision. At that time, Mr. Mason was Vice President of Purchasing. Mr. Galemore testified that during the conversation, Mr. Mason informed him that he would be receiving a $3,000.00 bonus because of his job performance. The conversation also covered politics, and Mr. Mason suggested that Mr. Galemore should vote for and financially support Senator Dole. Mr. Galemore asked Mr. Mason why Birdview was not making a contribution to Senator Dole. In his response, Mr. Mason purportedly stated that Birdview had already contributed the maximum that a corporation could contribute, and that Birdview was encouraging its employees and others in the satellite industry to contribute and support the Dole campaign. Mr. Mason is also said to have informed Mr. Galemore that Mr. Galemore and his wife could each contribute up to $1,000.00. The conversation lasted a total of approximately 20 minutes. Mr. Galemore testified that he still would have contributed to the Dole campaign if he had not received the bonus, but he was not sure how much he would have contributed under those circumstances.

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On June 11, about 10 or 12 days after the conversation between Roger Mason and Dale Galemore, Mr. Mason telephoned Mr. Galemore at his home after working hours concerning the Dole for Senate Committee. Mr. Mason requested that Mr. Galemore come to Birdview that evening with contributions for the Dole for Senate Committee from the Galemores. Mr. Galemore testified that he complied with this request by his supervisor. When Mr. Galemore arrived at Birdview, he asked if he could get the bonus before the end of the month. Mr. Mason said he would see what he could do about it. A few days later, on June 15, Mr. Galemore received a $2,000 cash advance.

The evidence as noted above and in the General Counsel's Brief, both testimonial and documentary, overwhelming demonstrates that Roger Mason consented to Birdview's making corporate contributions in violation of 2 U.S.C. § 441b(a), and had these illegal contributions made in the names of the others in violation of 2 U.S.C. § 441f. While acting as Dale Galemore's supervisor, Mr. Mason pressured his subordinate to make contributions to the Dole for Senate Committee in his and his wife's name.

Based upon the above, the Office of the General Counsel recommends that the Commission find probable cause to believe that Roger Mason knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

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III. DISCUSSION OF CONCILIATION AND CIVIL PENALTY

A. STANTON ROSS

Attached for the Commission's approval is a proposed conciliation agreement

B. ROGER MASON

The proposed conciliation agreement for Roger Mason

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IV. RECOMMENDATIONS

1. Find probable cause to believe that Stanton Ross violated 2 U.S.C. § 441f.

2. Find probable cause to believe that Roger Mason violated 2 U.S.C. § 441f for making a $1,000 contribution to the Dole for Senate Committee for which he was reimbursed by Birdview Satellite Communications, Inc.

3. Find probable cause to believe that Roger Mason knowingly and willfully violated 2 U.S.C. §§ 441f and 441b for assisting in contributions made by Dale and Cynthia Galemore, in their own names, for which they were reimbursed by Birdview Satellite Communications, Inc.

4. Approve the attached conciliation agreements.

5. Approve the appropriate letters.

7/1/92
Date

Lawrence M. Noble
General Counsel

Attachments:
Conciliation Agreements
1. Stanton Ross
2. Roger Mason

Staff assigned: Lawrence D. Parrish

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS /DONNA ROACH DR
COMMISSION SECRETARY

DATE: JULY 8, 1992

SUBJECT: MUR 2582 - GENERAL COUNSEL'S REPORT DATED JULY 1, 1992.

The above-captioned document was circulated to the Commission on THURSDAY, JULY 2, 1992 at 12:00 P.M.

Objection(s) have been received from the Commissioner(s) as indicated by the name(s) checked below:

Commissioner Aikens	
Commissioner Elliott	
Commissioner McDonald	
Commissioner McGarry	
Commissioner Potter	XXX
Commissioner Thomas	

This matter will be placed on the meeting agenda for TUESDAY, JULY 28, 1992.

Please notify us who will represent your Division before the Commission on this matter.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 2582
Stanton E. Ross;	)	
Merett Ross;	)	
Roger Mason.	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on July 28, 1992, do hereby certify that the Commission decided by a vote of 5-1 to take the following actions in MUR 2582:

1. Find probable cause to believe that Stanton Ross violated 2 U.S.C. § 441f.

2. Find probable cause to believe that Roger Mason violated 2 U.S.C. § 441f for making a $1,000 contribution to the Dole for Senate Committee for which he was reimbursed by Birdview Satellite Communications, Inc.

3. Find probable cause to believe that Roger Mason knowingly and willfully violated 2 U.S.C. §§ 441f and 441b for assisting in contributions made by Dale and Cynthia Galemore, in their own names, for which they were reimbursed by Birdview Satellite Communications, Inc.

(continued)

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4. Approve the conciliation agreements as recommended in the General Counsel's report dated July 1, 1992

5. Approve the appropriate letters as recommended in the General Counsel's report dated July 1, 1992.

Commissioners Aikens, Elliott, McDonald, McGarry, and Thomas voted affirmatively for the decision; Commissioner Potter dissented.

Attest:

7-29-92
Date

Marjorie W. Emmons
Secretary of the Commission

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 10, 1992

Daniel O. Herrington, Esquire
Hoskins, King, McGannon & Hann
1100 Commerce Trust Building
922 Walnut Street
Kansas City, Missouri 64106

Re: MUR 2582

Dear Mr. Herrington:

On July 28, 1992, the Federal Election Commission found that there is probable cause to believe your client, Roger Mason, violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended, and also found that that Roger Mason knowingly and willfully violated 2 U.S.C. §§ 441f and 441b.

The Commission has a duty to attempt to correct such violations for a period of 30 to 90 days by informal methods of conference, conciliation, and persuasion, and by entering into a conciliation agreement with a respondent. If we are unable to reach an agreement during that period, the Commission may institute a civil suit in United States District Court and seek payment of a civil penalty.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission within ten days. I will then recommend that the Commission accept the agreement. Please make your check for the civil penalty payable to the Federal Election Commission.

If you have any questions or suggestions for changes in the enclosed conciliation agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Lawrence D. Parrish, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 10, 1992

John E. Larson, Esquire
Evans & Mullinix, P.A.
Country Hill Bank Building
15301 West 87th Street Parkway
Suite 220
Lenexa, Kansas 66219

Re: MUR 2582

Dear Mr. Larson:

On July 28, 1992, the Federal Election Commission found that there is probable cause to believe your client, Stanton E. Ross, violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended.

The Commission has a duty to attempt to correct such violations for a period of 30 to 90 days by informal methods of conference, conciliation, and persuasion, and by entering into a conciliation agreement with a respondent. If we are unable to reach an agreement during that period, the Commission may institute a civil suit in United States District Court and seek payment of a civil penalty.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission within ten days. I will then recommend that the Commission accept the agreement. Please make your check for the civil penalty payable to the Federal Election Commission.

If you have any questions or suggestions for changes in the enclosed conciliation agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Lawrence D. Parrish, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 2582
Birdview Satellite Communications, Inc.	)	**SENSITIVE**
Charles A. Ross	)	
Ronda Dumovich	)	
David K. Hamilton	)	
Dale Galemore	)	
Cynthia Galemore	)	

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GENERAL COUNSEL'S REPORT

I. BACKGROUND

This matter arose from a letter sent to the Commission by Charles L. Clinkenbeard, treasurer of the Dole for Senate Committee, on February 1, 1988. The letter asked the Commission to investigate a matter reported in the Kansas City Star concerning Birdview Satellite Communications, Inc. ("Birdview") and its scheme to make prohibited corporate contributions by making contributions in the name of Birdview employees.

On December 10, 1991, the Commission found probable cause to believe that Birdview Satellite Communications, Inc., knowingly and willfully violated 2 U.S.C. §§ 441b and 441f; that Charles A. Ross knowingly and willfully violated 2 U.S.C. §§ 441b and 441f; that Ronda Dumovich violated 2 U.S.C. § 441f; that David K. Hamilton knowingly and willfully violated 2 U.S.C. §§ 441b and 441f; that Dale Galemore violated 2 U.S.C. § 441f;

and that Cynthia Galemore violated 2 U.S.C. § 441f. See General Counsel's Report dated December 10, 1991.

On January 8, 1992, notification of the Commission's findings along with proposed conciliation agreements were mailed to the above-mentioned Respondents.

A. Statute of Limitations Arguments

Some of the Respondents in this matter have argued that this matter is barred by the three year statute of limitations set forth in 2 U.S.C. § 455. In addition, it has also been argued by other Respondents that in absence of a statute of limitations in the Act, then the statute of limitations under Kansas law applies, i.e., that the Commission should "borrow" the Kansas statute of limitations.

The Act contains no statute of limitations applicable to civil actions. The courts have construed the three year statute of limitations found at 2 U.S.C. § 455 to apply only to the commencement of criminal proceedings and not civil investigations conducted by the Commission pursuant to 2 U.S.C. § 437g. FEC v. Lance, 617 F.2d 365 (5th Cir. 1980), aff'd, 635 F.2d 1132 (en banc), cert. denied, 453 U.S. 917 (1981); FEC v. Sailors' Union of the Pacific Political Fund, No. 84-7763 (N.D. Calif. October 30, 1985) (granting partial summary judgment); FEC v. Wolfson, No. 85-1617 (M.D. Fla. February 6, 1986) (granting summary judgment in favor of Commission in face of statute of limitations argument).

"Borrowing" is inappropriate because this is a government enforcement action. "As a general matter, no statute of

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limitations will be applied in civil actions brought by the Government, unless Congress explicitly imposes such time limitations." Dole v. Local 427, 894 F.2d 607, 610 (3rd Cir. 1990). See Guaranty Trust Co. v. United States, 304 U.S. 126, 132 (1938). "This principle, expressed in the maxim, nullum tempus occurrit regi (time does not run against the king) was settled as early as 1840 . . . ." Dole v. Local 427, 894 F.2d at 610. "The doctrine continues to have vitality on public policy grounds 'that the public interest should not be prejudiced by the negligence of public officers, to whose care they are confided.'" Id., quoting United States v. Knight, 39 U.S. (14 pet.) 301, 315 (1840). The Respondents in this matter have cited no authority for borrowing a state limitation in government enforcement actions where Congress has not spoken.[1]

B. Birdview Satellite Communications, Inc.

On August 16, 1986, Birdview filed a Chapter 11 Bankruptcy Petition. Birdview attempted to reorganize as debtor-in-possession but was unable to do so. Accordingly, F. Stannard Lentz was appointed as the Trustee in Bankrupcy on February 26, 1988. In his response to the General Counsel's brief, Mr. Lentz asked that the Commission not seek a civil penalty. Mr. Lentz stated that Birdview's assets had already begun to be liquidated and few, if any, remain. On January 21,

1. Moreover, even if borrowing were otherwise appropriate, the Court should not look to a local statue of limitations to govern enforcement of an Act with nationwide application. See Short v. Belleville Shoe Mfg.. Co., 908 F.2d 1385 (7th Cir. 1990).

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1992, Mr. Lentz responded to the Commission's probable cause finding against Birdview. See Attachment 1. Mr. Lentz states the following:

> I am not the attorney for Birdview Satellite Communications but am the Court approved Chapter 11 Bankruptcy Trustee. Please be advised that Birdview has been out of business for several years and is the subject of a Chapter 11 liquidating plan. Also, the Debtors's estate appears to be administratively insolvent which means that many of the administrative costs incurred in Chapter 11 will not be paid. In view of the present status of Chapter 11 Debtor, I intend to take no action on the conciliation agreement.

It appears that the Commission's resources would not be well spent pursuing this matter any further since Mr. Lentz has indicated that Birdview has been out of business for several years and that the estate appears to be administratively insolvent.

Based upon the above, the Office of the General Counsel recommends that the Commission take no further action in this matter with respect to Birdview Satellite Communications, Inc. and to close the file with respect to this Respondent.

C. **Ronda Dumovich**

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D. **Dale and Cynthia Galemore.**

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E. **David Hamilton**

On January 21, 1992, the Commission received a letter from Mr. Hamilton's counsel stating that he had received the Commission's proposed conciliation agreement and would be in contact with this Office. See Attachment 5.

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F. **Charles A. Ross**

On March 6, 1992, the Commission received a letter from Mr. Ross' counsel stating that he had received the Commission's proposed conciliation agreement.

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The letter issued in this matter will discuss the statute of limitations issue.

II. **RECOMMENDATIONS**

Take no further action with respect to Birdview Satellite Communications, Inc. and close the file as it pertains to Birdview Satellite Communications, Inc.

Approve the attached conciliation agreement with respect to Ronda Dumovich.

Approve the attached conciliation agreement with respect to Dale and Cynthia Galemore.

Approve the attached conciliation agreement with respect to David K. Hamilton.

Approve the attached new conciliation agreement with respect to Charles A. Ross.

Approve the appropriate letters.

8/4/92
Date

Lawrence M. Noble
General Counsel

Attachments:
1. January 21, 1992 letter
2. February 7, 1992 letter
3. March 19, 1992 letter
4. January 24, 1992 letter
5. January 21, 1992 letter
6. January 29, 1992 fax
7. March 6, 1992 letter
8. Conciliation agreement (Dumovich)
9. Conciliation agreement (Galemores)
10. Conciliation agreement (Hamilton)
11. Conciliation agreement (C. Ross)

Staff assigned: Lawrence D. Parrish

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Birdview Satellite Communications, Inc.;	)	MUR 2582
Charles A. Ross;	)	
Ronda Dumovich;	)	
David K. Hamilton;	)	
Dale Galemore;	)	
Cynthia Galemore.	)	

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CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on August 10, 1992, the Commission decided by a vote of 5-0 to take the following actions in MUR 2582:

Take no further action with respect to Birdview Satellite Communications, Inc. and close the file as it pertains to Birdview Satellite Communications, Inc.

Approve the new conciliation agreement with respect to Ronda Dumovich, as recommended in the General Counsel's Report dated August 4, 1992.

Approve the new conciliation agreement with respect to Dale and Cynthia Galemore, as recommended in the General Counsel's Report dated August 4, 1992.

(Continued)

Approve the new conciliation agreement with repsect to David K. Hamilton, as recommended in the General Counsel's Report dated August 4, 1992.

Approve the new conciliation agreement with respect to Charles A. Ross, as recommended in the General Counsel's Report dated August 4, 1992.

Approve the appropriate letters, as recommended in the General Counsel's Report dated August 4, 1992.

Commissioners Aikens, Elliott, McGarry, Potter and Thomas voted affirmatively for the decision; Commissioner McDonald did not cast a vote.

Attest:

8-11-92
Date

Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Tues., August 4, 1992 3:58 p.m.
Circulated to the Commission: Wed., August 5, 1992 11:00 a.m.
Deadline for vote: Mon., August 10, 1992 4:00 p.m.

dr

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 19, 1992

Randall D. Crawford, Esquire
Koelling & Crawford, P.C.
5950 North Oak
Suite 202
Kansas City, Missouri 64118

RE: MUR 2582
Dale Galemore
Cynthia Galemore

Dear Mr. Crawford:

This letter is to confirm the Federal Election Commission's receipt of your letter requesting information as to the applicable statute of limitations in this matter. The Act contains no statute of limitations applicable to civil actions. The courts have construed the three year statute of limitations found at 2 U.S.C. § 455 to apply only to the commencement of criminal proceedings and not civil investigations conducted by the Commission pursuant to 2 U.S.C. § 437g. FEC v. Lance, 617 F.2d 365 (5th Cir. 1980), aff'd, 635 F.2d 1132 (en banc), cert. denied, 453 U.S. 917 (1981); FEC v. Sailors' Union of the Pacific Political Fund, No. 84-7763 (N.D. Calif. October 30, 1985) (granting partial summary judgment); FEC v. Wolfson, No. 85-1617 (M.D. Fla. February 6, 1986) (granting summary judgment in favor of Commission in face of statute of limitations argument).

On August 10, 1992, in an effort to resolve this matter, the Commission approved a proposed agreement

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Should you have any further questions, please contact me at (202) 219-3400.

Sincerely,

Lawrence D. Parrish

Lawrence D. Parrish
Attorney

Enclosure
Conciliation Agreement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 19, 1992

Richard C. Wallace, Esquire
Evans & Mullinix, P.A.
Country Hill Bank Building
15301 West 87th Street Parkway
Suite 220
Lenexa, Kansas 66219

Re: MUR 2582
Ronda Dumovich

Dear Wallace:

Enclosed herewith is a conciliation agreement

Please have her sign and return it, along with the civil penalty, to the Commission within ten days. I will then recommend that the Commission accept the agreement. Please make the check for the civil penalty payable to the Federal Election Commission.

Should you have any further questions, please contact me at (202) 219-3400.

Sincerely,

Lawrence D. Parrish

Lawrence D. Parrish
Attorney

Enclosure
Conciliation Agreement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 19, 1992

John H. Calvert, Esquire
Lathrop & Norquist
2600 Mutual Benefit Life Building
2345 Grand Avenue
Kansas City, Missouri 64108-2684

RE: MUR 2582
David K. Hamilton

Dear Mr. Calvert:

This letter is to confirm the Federal Election Commission's receipt of your client's current financial statement. On August 10, 1992, the Commission reviewed your client's financial statement and in an effort to resolve this matter, the Commission approved a proposed agreement

If you agree with the provisions of the enclosed agreement, please have him sign and return it, along with the civil penalty. I will then recommend that the Commission accept the agreement. Please make the check for the civil penalty payable to the Federal Election Commission.

Should you have any further questions, please contact me at (202) 219-3400.

Sincerely,

Lawrence D. Parrish

Lawrence D. Parrish
Attorney

Enclosure
Conciliation Agreement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 19, 1992

Richard C. Wallace, Esquire
Evans & Mullinix, P.A.
Country Hill Bank Building
15301 West 87th Street Parkway
Lenexa, KS 66219-1428

RE: MUR 2582
Charles A. Ross

Dear Mr. Wallace:

The Commission is still hopeful that this matter can be settled through a conciliation agreement. Should you have any further questions, please contact me at (202) 219-3400.

Sincerely,

Lawrence D. Parrish
Attorney

Enclosure
Conciliation Agreement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 19, 1992

F. Stannard Lentz, Esq.
Lentz & Clark, P.A.
P.O. Box 12167
Overland Park, Kansas 66212-0617

RE: MUR 2582
Birdview Satellite Communications, Inc.

Dear Mr. Lentz:

On January 8, 1992, you were notified that the Federal Election Commission found that there is probable cause to believe Birdview Satellite Communications, Inc., knowingly and willfully violated 2 U.S.C. §§ 441b and 441f. On January 21, 1992, you submitted a response to the Commission's reason to believe findings indicating that Birdview Satellite Communications, Inc., has been out of business for several years and is insolvent and the subject of a Chapter 11 liquadating plan. After considering the circumstances of the matter, the Commission determined on August 10, 1992, to take no further action and closed the file as it pertains to Birdview Satellite Communications, Inc. The file will be made public within 30 days after this matter has been closed with respect to all other respondents involved.

The confidentiality provisions of 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) remain in effect until the entire matter is closed. The Commission will notify you when the entire file has been closed. In the event you wish to waive confidentiality under 2 U.S.C. § 437g(a)(12)(A), written notice of the waiver must be submitted to the Commission. Receipt of the waiver will be acknowledged in writing by the Commission.

If you have any questions, please contact me at (202) 219-4000.

Sincerely,

Lawrence D. Parrish

Lawrence D. Parrish
Attorney

9504308280 2

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 2582
Dale Galemore)
Cynthia Galemore)

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

Attached is a conciliation agreement which has been signed by Dale and Cynthia Galemore. Attachment 1.

The attached agreement contains no changes from the agreement approved by the Commission on August 10, 1992. The full $750.00 civil penalty in this matter has been received. Attachment 2.

II. RECOMMENDATIONS

1. Accept the attached conciliation agreement with Dale and Cynthia Galemore.

2. Close the file with respect to Dale and Cynthia Galemore.

95043682803

3. Approve the appropriate letter.

10/21/92
Date

Lawrence M. Noble
General Counsel

Attachments
1. Conciliation Agreement
2. Copy of civil penalty check

Staff Assigned: Lawrence D. Parrish

95043082804

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Dale Galemore;	)	MUR 2582
Cynthia Galemore.	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on October 27, 1992, the Commission decided by a vote of 6-0 to take the following actions in MUR 2582:

1. Accept the conciliation agreement with Dale and Cynthia Galemore, as recommended in the General Counsel's Report dated October 21, 1992.

2. Close the file with respect to Dale and Cynthia Galemore.

3. Approve the appropriate letter, as recommended in the General Counsel's Report dated October 21, 1992.

Commissioners Aikens, Elliott, McDonald, McGarry, Potter, and Thomas voted affirmatively for the decision.

Attest:

10-27-92
Date

Delores R. Hardy
Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Thurs., Oct. 22, 1992 10:44 a.m.
Circulated to the Commission: Thurs., Oct. 22, 1992 4:00 p.m.
Deadline for vote: Tues., Oct. 27, 1992 4:00 p.m.

bjr

9504308280 5

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

November 5, 1992

Randall D. Crawford, Esquire
Koelling & Crawford, P.C.
5950 North Oak
Suite 202
Kansas City, Missouri 64118

RE: MUR 2582
Dale Galemore
Cynthia Galemore

Dear Mr. Crawford:

On October 27, 1992, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your clients' behalf in settlement of a violation of 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). Accordingly, the file has been closed in this matter as it pertains to your clients.

This matter will become public within 30 days after it has been closed with respect to all other respondents involved. Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

You are advised that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply with respect to all respondents still involved in this matter. The Commission will notify you when the entire file has been closed. In the event you wish to waive confidentiality under 2 U.S.C. § 437g(a)(12)(A), written notice of the waiver must be submitted to the Commission. Receipt of the waiver will be acknowledged in writing by the Commission.

95043082806

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact me at (202) 219-3400.

Sincerely,

Lawrence D. Parrish

Lawrence D. Parrish
Attorney

Enclosure
Conciliation Agreement

9504308207

RECEIVED
FEDERAL ELECTION COMMISSION
92 SEP -1 AM 10: 34

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Dale Galemore	)	MUR 2582
	)	
Cynthia Galemore	)	

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found probable cause to believe that Dale Galemore violated 2 U.S.C. § 441f and that Cynthia Galemore ("Respondents") violated 2 U.S.C. § 441f.

NOW, THEREFORE, the Commission and the Respondents, having duly entered into conciliation pursuant to 2 U.S.C. § 437g(a)(4)(A)(i), do hereby agree as follows:

I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding.

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Dale Galemore was an employee for Birdview Satellite Communications, Inc. in June of 1984.

2. In June of 1984, Mr. Galemore was approached by his supervisor Roger Mason, Vice President of Purchasing for Birdview Satellite Communications, Inc., who indicated that

9504308280

Mr. Galemore and his wife, Cynthia, should each contribute $1,000.00 to the Dole for Senate Committee. During that same conversation, Mr. Mason informed Mr. Galemore that he would be receiving a $3,000.00 bonus.

3. The Dole for Senate Committee is a political committee within the meaning of 2 U.S.C. § 431(4).

4. On or about June 11, 1984, Mr. Mason telephoned Mr. Galemore at his home after working hours and requested that he come to Birdview that evening with contributions for the Dole for Senate Committee from him and his wife.

5. On or about June 11, 1984, Mr. Galemore wrote a check for $1,000.00 as a contribution to the Dole for Senate Committee. At the same time, his wife also wrote a check for $1,000.00 as a contribution to the Dole for Senate Committee. On that same day, Mr. Galemore delivered the checks to Mr. Mason at Birdview Satellite Communications, Inc.

6. On or about June 15, 1984, Mr. Galemore received a $2,000.00 cash advance from Birdview Satellite Communications, Inc. to cover the amount of the contributions he and his wife made to the Dole for Senate Committee.

7. On or about June 29, 1984, Mr. Galemore received a $3,000.00 bonus from Birdview Satellite Communications, Inc. After taxes, the bonus came to $2,049.00. After repaying the $2,000.00 cash advance received on or about June 15, 1984, the bonus came to $49.00.

8. The purpose of Mr. Galemore's $3,000.00 bonus from Birdview Satellite Communications, Inc., was to reimburse

9504368209

Mr. Galemore and his wife, Cynthia Galemore, for the corporate contributions they had made in their names to the Dole For Senate Committee.

9. Pursuant to 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution.

V. Respondents knowingly permitted their names to be used to effect a contribution in the name of another in violation of 2 U.S.C. § 441f. Respondents contend they did not knowingly and willfully violate 2 U.S.C. § 441f.

VI. Respondents will pay a civil penalty to the Federal Election Commission in the amount of seven hundred fifty dollars ($750.00), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondents shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

9504368210

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

11/5/92
Date

FOR THE RESPONDENTS:

Dale Galemore
(Name)
(Position)

8/26/92
Date

Cynthia Galemore
(Name)
(Position)

8/26/92
Date

9504368281 1

RECEIVED
FEDERAL ELECTION COMMISSION
92 SEP -1 AM 10:34

95043068281 2

DALE A. OR CYNTHIA A. GALEMORE
1613 FRONTIER LN. [redacted]
OLATHE, KS 66062

1473

8/26 19 92

83-172/1010

PAY TO THE ORDER OF Federal Election Commission $ 500.00

Five Hundred + NO/100 DOLLARS

1st FIRST NATIONAL BANK OF OLATHE
MEMBER FDIC 444 E. Santa Fe Olathe, KS 66061 913/782-3211

MEMO [redacted]

Dale Galemore

9504368281 3

DALE A. OR CYNTHIA A. GALEMORE
1613 FRONTIER LN. [redacted]
OLATHE, KS 66062

1485

9/2 19 92

83-172/1010

PAY TO THE ORDER OF Federal Election Commission $ 250.00 —

Two Hundred fifty dollars & NO/100 DOLLARS

1st FIRST NATIONAL BANK OF OLATHE
MEMBER FDIC 444 E Santa Fe Olathe KS 66061 913/782-3211

MEMO [redacted]

Dale Galemore

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 3, 1993

Daniel O. Herrington, Esquire
Hoskins, King, McGannon & Hann
1100 Commerce Trust Building
922 Walnut Street
Kansas City, Missouri 64106

Re: MUR 2582
Roger Mason

Dear Mr. Herrington:

On August 10, 1992, you were notified that the Federal Election Commission found probable cause to believe your client, Roger Mason, violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended, and also found that Roger Mason knowingly and willfully violated 2 U.S.C. §§ 441f and 441b.

Please note that pursuant to 2 U.S.C. § 437g(a)(4)(A)(i), the conciliation period in this matter may not extend for more than 90 days, but may cease after 30 days. Insofar as more than 30 days have elapsed without a response from you, a recommendation concerning the filing of a civil suit will be made to the Commission by the Office of the General Counsel unless we receive a response from you within 10 days of receipt of this letter.

Should you have any questions, please contact me at (202) 219-3400.

Sincerely,

Lawrence D. Parrish

Lawrence D. Parrish
Attorney

2504368281 4

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 3, 1993

John E. Larson
Evans & Mullinix, P.A.
Country Hill Bank Building
15301 West 87th Street Parkway
Lenexa, KS 66219-1428

RE: MUR 2582
Stanton E. Ross

Dear Mr. Larson:

On August 10, 1992, you were notified that the Federal Election Commission found probable cause to believe that your client, Stanton E. Ross, violated 2 U.S.C. § 441f. On that same date, you were sent a conciliation agreement offered by the Commission in settlement of this matter.

Please note that pursuant to 2 U.S.C. § 437g(a)(4)(A)(i), the conciliation period in this matter may not extend for more than 90 days, but may cease after 30 days. Insofar as more than 30 days have elapsed without a response from you, a recommendation concerning the filing of a civil suit will be made to the Commission by the Office of the General Counsel unless we receive a response from you within 10 days of receipt of this letter.

Should you have any questions, please contact me at (202) 219-3400.

Sincerely,

Lawrence D. Parrish

Lawrence D. Parrish
Attorney

9504308281 5

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 3, 1993

Richard C. Wallace, Esquire
Evans & Mullinix, P.A.
Country Hill Bank Building
15301 West 87th Street Parkway
Lenexa, KS 66219-1428

RE: MUR 2582
Charles A. Ross

Dear Mr. Wallace:

On January 8, 1992, you were notified that the Federal Election Commission found probable cause to believe that your client, Charles A. Ross, knowingly and willfully violated 2 U.S.C. §§ 441b and 441f. On that same date, you were sent a conciliation agreement offered by the Commission in settlement of this matter. On August 19, 1992, in an effort to resolve this matter, the Commission sent you a proposed agreement

Please note that pursuant to 2 U.S.C. § 437g(a)(4)(A)(i), the conciliation period in this matter may not extend for more than 90 days, but may cease after 30 days. Insofar as more than 30 days have elapsed without a response from you, a recommendation concerning the filing of a civil suit will be made to the Commission by the Office of the General Counsel unless we receive a response from you within 10 days of receipt of this letter.

Should you have any questions, please contact me at (202) 219-3400.

Sincerely,

Lawrence D. Parrish

Lawrence D. Parrish
Attorney

9504368216

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 3, 1993

John H. Calvert, Esquire
Lathrop & Norquist
2600 Mutual Benefit Life Building
2345 Grand Avenue
Kansas City, Missouri 64108-2684

RE: MUR 2582
David K. Hamilton

Dear Mr. Calvert:

On January 8, 1992, you were notified that the Federal Election Commission found probable cause to believe that your client, David K. Hamilton, knowingly and willfully violated 2 U.S.C. §§ 441b and 441f. On that same date, you were sent a conciliation agreement offered by the Commission in settlement of this matter. On August 19, 1992, in an effort to resolve this matter, the Commission sent you a proposed agreement

Please note that pursuant to 2 U.S.C. § 437g(a)(4)(A)(i), the conciliation period in this matter may not extend for more than 90 days, but may cease after 30 days. Insofar as more than 30 days have elapsed without a response from you, a recommendation concerning the filing of a civil suit will be made to the Commission by the Office of the General Counsel unless we receive a response from you within 10 days of receipt of this letter.

Should you have any questions, please contact me at (202) 219-3400.

Sincerely,

Lawrence D. Parrish

Lawrence D. Parrish
Attorney

9504368281 7

280 U. S. Courthouse
444 S. E. Quincy Street
Topeka, KS 66683

UNITED STATES BANKRUPTCY COURT
District of [redacted]as

OGC 9388

NOTICE OF COMMENCEMENT OF CASE UNDER CHAPTER 7 OF THE BANKRUPTCY CODE, MEETING OF CREDITORS, AND FIXING OF DATES (Individual or Joint Debtor No Asset Case)

Case Number: 93-40099
Date Filed (or Converted) : 01/25/93

MUR 2582

93 FEB -4 AM 8:20

IN RE(NAME OF DEBTOR)
Charles Andrew Ross, Sr.,
aka Bud Ross

ADDRESS OF DEBTOR
9813 W 121ST ST
OVERLAND PARK, KS 66213

NAME/ADDRESS OF ATTORNEY FOR DEBTOR
Richard C. Wallace
Midland Bank of Lenexa
15301 W. 87th St. Pkwy., Suite 220
Lenexa, KS 66219-1428

NAME/ADDRESS OF TRUSTEE
Joseph I. Wittman
435 S Kansas Ave.
Topeka, KS 66603

DATE/TIME/LOCATION OF MEETING OF CREDITORS
March 8, 1993 at 10:00 am
U.S. Post Office Building
Room 303
5th & Kansas
Topeka, KS 66603

DATE/TIME/LOCATION OF DISCHARGE HEARING
May 27, 1993 at 1:30 pm
210 Federal Building
444 S.E. Quincy
Topeka, KS 66683

Discharge of Debts: Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Types of Debts: 05/07/93

AT THIS TIME THERE APPEAR TO BE NO ASSETS AVAILABLE FROM WHICH PAYMENT MAY BE MADE TO UNSECURED CREDITORS. DO NOT FILE A PROOF OF CLAIM UNTIL YOU RECEIVE NOTICE TO DO SO.

COMMENCEMENT OF CASE. A petition for liquidation under chapter 7 of the Bankruptcy Code has been filed in this court by or against the person or persons named above as the debtor, and an order for relief has been entered. You will not receive notice of all documents filed in this case. All documents filed with the court, including lists of the debtor's property, debts, and property claimed as exempt are available for inspection at the office of the clerk of the bankruptcy court.

CREDITORS MAY NOT TAKE CERTAIN ACTIONS. A creditor is anyone to whom the debtor owes money or property. Under the Bankruptcy Code, the debtor is granted certain protection against creditors. Common examples of prohibited actions by creditors are contacting the debtor to demand repayment, taking action against the debtor to collect money owed to creditors or to take property of the debtor, and starting or continuing foreclosure actions, repossessions, or wage deductions. If unauthorized actions are taken by a creditor against a debtor, the court may penalize that creditor. A creditor who is considering taking action against the debtor or the property of the debtor should review Sec. 362 of the Bankruptcy Code and may wish to seek legal advice. The staff of the clerk of the bankruptcy court is not permitted to give legal advice.

MEETING OF CREDITORS. The debtor (both husband and wife in a joint case) is required to appear at the meeting of creditors on the date and at the place set forth above for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. At the meeting, the creditors may elect a trustee other than the one named above, elect a committee of creditors, examine the debtor, and transact such other business as may properly come before the meeting. The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to creditors.

LIQUIDATION OF THE DEBTOR'S PROPERTY. The trustee will collect the debtor's property and turn any that is not exempt into money. At this time, however, it appears from the schedules of the debtor that there are no assets from which any distribution can be paid to creditors. If at a later date it appears that there are assets from which a distribution may be paid, the creditors will be notified and given an opportunity to file claims.

EXEMPT PROPERTY. Under state and federal law, the debtor is permitted to keep certain money or property as exempt. If a creditor believes that an exemption of money or property is not authorized by law, the creditor may file an objection. An objection must be filed not later than 30 days after the conclusion of the meeting of creditors.

DISCHARGE OF DEBTS. The debtor is seeking a discharge of debts. A discharge means that certain debts are made unenforceable against the debtor personally. Creditors whose claims against the debtor are discharged may never take action against the debtor to collect the discharged debts. If a creditor believes that the debtor should not receive any discharge of debts under Sec. 727 of the Bankruptcy Code or that a debt owed to the creditor is not dischargeable under Sec. 523(a)(2),(4), or (6) of the Bankruptcy Code, timely action must be taken in the bankruptcy court by the deadline set forth above labeled "Discharge of Debts." Creditors considering taking such action may wish to seek legal advice.

INDIVIDUAL DEBTOR(s) shall appear at the discharge hearing specified above ONLY IF THE DEBTOR HAS ENTERED INTO A REAFFIRMATION AGREEMENT.

PURSUANT TO STANDING ORDER of the Court, the trustee may abandon property of the estate under 11 U.S.C. Sec. 554 without further notice within sixty (60) days from the Sec. 341 Meeting of Creditors.

DO NOT FILE A PROOF OF CLAIM UNLESS YOU RECEIVE A COURT NOTICE TO DO SO

For the Court: Russell L. Brenner
Clerk of the Bankruptcy Court

1/26/93
Date

FORM B9A 0002

95043682818

OGC 8416

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
93 FEB 16 PM 3:09

ARMSTRONG, TEASDALE, SCHLAFLY & DAVIS
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
ATTORNEYS AND COUNSELORS
1700 CITY CENTER SQUARE
1100 MAIN STREET
KANSAS CITY, MISSOURI 64105
(816) 221-3420
TELECOPIER (816) 221-0786

ST. LOUIS, MISSOURI
BELLEVILLE, ILLINOIS
OLATHE, KANSAS

DANIEL O. HERRINGTON

February 10, 1993

Lawrence D. Parrish, Esq.
Federal Election Commission
Washington, D.C. 20463

Re: MUR 2582
Roger Mason

Dear Mr. Parrish:

This will confirm our phone conversation wherein I advised that we would respond to your February 3, 1993 letter by no later than February 19, 1993.

Thank you for your cooperation in this matter.

Very truly yours,

Daniel O. Herrington

DOH:kag

9504308281 9

FEB 16 10 32 AM '93
RECEIVED
FEDERAL ELECTION
COMMISSION
MAIL ROOM

OGC 8403

LAW OFFICES

EVANS & MULLINIX, P.A.

TIMOTHY J. EVANS
THOMAS M. MULLINIX
RICHARD C. WALLACE*
JO ANN BUTAUD*
MERLE E. PARKS*
JOANNE B. STUTZ*
LUIS MATA**
JOHN E. LARSON*
RICHARD A. CARNAHAN*

*ALSO ADMITTED IN MISSOURI
**ALSO ADMITTED IN FLORIDA

MIDLAND BANK OF LENEXA
15301 WEST 87TH STREET PARKWAY, SUITE 220
LENEXA, KANSAS 66219
TELEPHONE (913) 541-1200
FACSIMILE (913) 541-1010

REPLY TO LENEXA, KANSAS

MIDLAND BANK OF KANSAS
1314 NORTH 38TH STREET
KANSAS CITY, KANSAS 66102
TELEPHONE (913) 621-1200
FACSIMILE (913) 621-1263

February 10, 1993

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
93 FEB 16 PM 3:20

Lawrence D. Parrish, Attorney
Federal Election Commission
Washington, D.C. 20463

Re: MUR 2582
Charles A. Ross

Dear Mr. Parrish:

Thank you for your letter of February 3, 1993. Please be advised that Mr. Charles A. Ross has filed a bankruptcy petition, on January 25, 1993, case number 93-40099-7. This case was filed in the Bankruptcy Court in Topeka, Kansas which is located at 444 S.E. Quincy, U.S. Courthouse, Topeka, Kansas 66683. The automatic stay pursuant to 11 U.S.C. 362 would prevent the Federal Election Commission from taking any collection action on any alleged violation in regard to the allegations that have been made against Mr. Ross. If you have any further questions about this matter, please contact me.

Sincerely yours,

EVANS & MULLINIX, P.A.

By: Richard C. Wallace
Richard C. Wallace

RCW/srv
cc: Charles A. Ross

RECEIVED
FEDERAL ELECTION
COMMISSION
MAIL ROOM
FEB 16 11 25 AM '93

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RECEIVED
FEDERAL ELECTION
COMMISSION
MAIL ROOM

DGC 8449

LAW OFFICES

FEB 22 10 42 AM '93

LATHROP & NORQUIST

2345 GRAND AVENUE, SUITE 2500
KANSAS CITY, MISSOURI 64108-2684
(816) 842-0820

FAX NUMBERS:
MISSOURI (816) 421-0500
KANSAS (913) 451-0875

KANSAS OFFICE
1080/40 CORPORATE WOODS
9401 INDIAN CREEK PARKWAY
OVERLAND PARK, KANSAS 66210-2007
(913) 451-0820

FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
93 FEB 22 PM 3:40

February 17, 1993

Mr. Lawrence D. Parrish
Attorney
Federal Elections Commission
999 E. Street, N.W.
Washington, D.C. 20463

RE: Your letter dated February 3, 1993 (MUR 2582)

Dear Mr. Parrish:

We just received, via facsimile, the letter you previously sent us dated February 3, 1993. We would like to request that you extend your 10-day response period from today's date instead of from the original date of the letter. We apologize for any inconvenience this may have caused you and appreciate your cooperation.

Thank you.

Very truly yours,

John Calvert

John H. Calvert

JHC/sjc
cc: Mr. David K. Hamilton
F:\CC\100747E2.CC

9504308282 1

RECEIVED
F.E.C.
SECRETARIAT
95 MAR -2 AM 9:56

BEFORE THE FEDERAL ELECTION COMMISSION

SENSITIVE

In the Matter of)
)
Stanton Ross) MUR 2582
)
)

GENERAL COUNSEL'S REPORT

I. BACKGROUND

Attached is a conciliation agreement which has been signed by Richard Wallace, counsel for the Respondent. (Attachment 1)

The attached agreement contains no changes from the agreement approved by the Commission. The five hundred dollar ($500.00) civil penalty in this matter has been received. (Attachment 2)

II. RECOMMENDATIONS

1. Accept the attached conciliation agreement with Stanton Ross.
2. Close the file with respect to Stanton Ross.
3. Approve the appropriate letter.

3/1/95
Date

Lawrence M. Noble
General Counsel

Attachments
1. Conciliation Agreement
2. copy of civil penalty check

Staff Assigned: Lawrence D. Parrish

9504368228 22

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Stanton Ross.) MUR 2582

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on March 5, 1993, the Commission decided by a vote of 6-0 to take the following actions in MUR 2582:

1. Accept the conciliation agreement with Stanton Ross, as recommended in the General Counsel's Report dated March 1, 1993.

2. Close the file with respect to Stanton Ross.

3. Approve the appropriate letter, as recommended in the General Counsel's Report dated March 1, 1993.

Commissioners Aikens, Elliott, McDonald, McGarry, Potter and Thomas voted affirmatively for the decision.

Attest:

3-5-93
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Tues., March 2, 1993 9:56 a.m.
Circulated to the Commission: Tues., March 2, 1993 11:00 a.m.
Deadline for vote: Fri., March 5, 1993 4:00 p.m.

dr

95043682823

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 23, 1993

John E. Larson, Esq.
Evans & Mullinix, P.A.
15301 West 87th Street Parkway
Suite 220
Lenexa, Kansas 66219

RE: MUR 2582
Stanton E. Ross

Dear Mr. Larson:

On March 5, 1993, the Federal Election Commission accepted the signed conciliation agreement submitted on your client's behalf in settlement of a violation of 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). Accordingly, the file has been closed in this matter as it pertains to Stanton E. Ross.

This matter will become public within 30 days after it has been closed with respect to all other respondents involved. Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

You are advised that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply with respect to all respondents still involved in this matter. The Commission will notify you when the entire file has been closed.

Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty is due within 30 days of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 219-3400.

Sincerely,

Lawrence D. Parrish

Lawrence D. Parrish
Attorney

Enclosure
Conciliation Agreement

9504382824

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Stanton Ross) MUR 2582

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found probable cause to believe that Stanton Ross ("Respondent") violated 2 U.S.C. § 441f.

NOW, THEREFORE, the Commission and the Respondent, having duly entered into conciliation pursuant to 2 U.S.C. § 437g(a)(4)(A)(i), do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Stanton Ross was an employee for Birdview Satellite Communications, Inc. in December of 1983. Mr. Ross is the son of Charles Ross, then President and Chairman of the Board of Birdview.

2. In December of 1983, nine Birdview employees and spouses each contributed $1,000 to the Dole for Senate Committee. These contributions were made in conjunction with a

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dinner/fundraiser for Senator Dole that was held at the home of Charles Ross. Respondent and his then financee, Merett Tarpley, attended a dinner party hosted by Charles Ross, then President and Chairman of the Board of Birdview Satellite Communications, Inc. Other Birdview employees and spouses attended this function, as did David Owen, a Birdview consultant who was at the time President and a Director of the 1980 Dole for Senate Committee, Inc.

3. On or about December 16, 1983, Respondent wrote a check for $1,000 as a contribution to the Dole for Senate Committee. At the same time, his financee also wrote a check for $1,000 as a contribution to the Dole for Senate Committee.

4. On or about December 22, 1983, Respondent received a $2,000 check from Birdview. The purpose of the $2,000 check was to reimburse Respondent and his wife for the corporate contributions they had made in their names to the Dole for Senate Committee.

5. Pursuant to 2 U.S.C. § 441f, no person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution.

V. Respondent knowingly permitted his name to be used to effect a contribution in the name of another in violation of 2 U.S.C. § 441f.

VI. Respondent will pay a civil penalty to the Federal Election Commission in the amount of five hundred dollars ($500), pursuant to 2 U.S.C. § 437g(a)(5)(A).

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VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

3/23/93
Date

FOR THE RESPONDENTS:

Robert C. Wallace
(Name)
(Position)
Attorney for Stanton E Bon

2/19/93
Date

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9504382828

2780

EVANS & MULLINIX, P.A.
TRUST ACCOUNT
15301 W. 87TH ST. PKY., STE. 220
LENEXA, KS 66219

83-572/1010

Feb 10 1993

PAY TO THE ORDER OF Federal Election Commission $500.00

Five hundred and no/100 DOLLARS

First American Bank, NA
15040 W. 87th Parkway, Lenexa, Kansas
(913) 492-3000

FOR Stanton Rep RCW [redacted] Richard K Wallace

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

JUNE 9, 1993

CERTIFIED MAIL
RETURN RECEIPT

Richard C. Wallace, Esquire
Evans & Mullinix, PA
Country Hill Bank Building
15301 West 87th Street, Parkway
Lenexa, KS 66219-1428

RE: MUR 2582

Dear Mr. Wallace:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. In an effort to expedite the resolution of this matter, the attached Interrogatories and Request for Production of Documents are being sent to your client in order to assist the Office of the General Counsel in assessing the finanacial status of your client.

Your client is required to submit the information within 20 days of your receipt of this letter. All answers to questions must be submitted under oath.

If you have any questions, please contact Lawrence Parrish, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence D. Parrish
Attorney

Enclosure
Interrogatories and Request for Documents

9504368289

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

TO: Richard C. Wallace, Esquire
c/o Charles Ross
Evans & Mullinix, PA
Country Hill Bank Building
15301 West 87th Street, Parkway
Lenexa, KS 66219-1428

In furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby requests that you submit answers in writing and under oath to the questions set forth below within 30 days of your receipt of this request. In addition, the Commission hereby requests that you produce the documents specified below, in their entirety, for inspection and copying at the Office of the General Counsel, Federal Election Commission, Room 659, 999 E Street, N.W., Washington, D.C. 20463, on or before the same deadline, and continue to produce those documents each day thereafter as may be necessary for counsel for the Commission to complete their examination and reproduction of those documents. Clear and legible copies or duplicates of the documents which, where applicable, show both sides of the documents may be submitted in lieu of the production of the originals.

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INSTRUCTIONS

In answering these interrogatories and request for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories and requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from 1991 to present.

The following interrogatories and requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

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DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and request for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

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INTERROGATORIES AND

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Please list the addresses of any of your residences.

2. Please list the name and address of your employer(s) or contractor(s), if any, the period of time you have been employed, and the nature of your present occupation and sources of income.

3. Please list the name and address of every financial institution (e.g. bank, savings and loan, credit union, stock broker, commodity broker, investment adviser, etc.) with which you have done business at any time during the past three years. In addition, for each financial depository institution:

(a) please state the account number of every savings account and checking account upon which you have the authority to sign checks or make withdrawals;

(b) please attach copies of the monthly statements relating to each of the accounts for the past 24 months;

(c) please state whether such financial institution has made any loans to you within the past three years and, if so, the amount and date of each loan, and whether or not you submitted a financial statement in applying for such loan; and

(d) please state whether you rent a safety deposit box in your name or in any other name. If so, give the name and address of the bank at which the safety deposit box is maintained, and the name of the person under whose name the box is rented.

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4. Please furnish the following financial information as of May 19, 1993:

Liabilities	Amount	Fair Market Value
(1) loans on insurance		
(2) accounts payable		
(3) notes payable		
(4) mortgages		
(5) accrued real estate taxes		
(6) judgments		
(7) reserves		

5. Please provide the following information relating to insurance policies in force:

Number of Policy	Name of Company	Amount of Policy	Present Cash Surrender Value Plus Accumulated Dividends
1.			
2.			
3.			
4.			
5.			

	Policy Loan	Date Made	Automatic Premium Payments	Date Made
1.				
2.				
3.				
4.				
5.				

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6. If any of the policies listed in your answer to the foregoing question are assigned or pledged on indebtedness, except with the insurance company, please give the following information about each policy:

	Number of Policy Assigned or Pledged	Name and Address of Pledgee or Assignee	Amount of Indebtedness	Date Pledged or Assigned
1.				
2.				
3.				
4.				
5.				

7. Please set forth the following information regarding your accounts receivable or notes receivable:

a.	Accounts Receivable Name	Book Value	Liquidation Value	Indebtedness if pledged	Date Pledged
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

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b. Notes Receivable

1.

2.

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4.

5.

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8.

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10.

8. Do you own an interest in any realty? If so, please set forth the following information:

(a) address;

(b) description;

(c) cost;

(d) fair market value;

(e) balance due on mortgage;

(f) date of purchase;

(g) unpaid interest and taxes; and

(h) If you do not own the residence set forth in your answer to Interrogatory No. 1, set forth the name of the person who does own the residence, the amount of your rent, and the frequency with which your rent must be paid.

9. Please set forth the following information regarding stocks, bonds, or securities (including, but not limited to, any interest in money market or other mutual funds) owned by you:

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Name of Security	Number of Units	Cost	Fair Market Value	Amount of Indebtedness If Pledged	Date Pledged
1.					
2.					
3.					
4.					
5.					

(a) Trucks (specify make, model, number and year)

(b) Automobiles (specify make, model, number)

(c) If you receive any dividends or interest on any of the stocks, bonds, or securities owned by you, set forth the date the dividends or interest is payable and the amount received in the last year.

10. Please set forth all judgments rendered against you, and, for each judgment, state the name of the judgment creditor, the amount of the judgment, the date the judgment was recorded, and the place where it was recorded.

11. Please furnish the following information regarding your income for the following years:

	1991	1992	1993
(1) salaries, wages, commissions			
(2) dividends			
(3) interest			
(4) income from business or profession			
(5) deferred income not yet paid (list in year accrued)			
(6) partnership income			

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(7) gains or losses (as they have or will appear on Schedule D, Form 1040)

(8) annuities and pensions

(9) rents and royalties

(10) income from estates and trusts

(11) other income

12. With respect to each of the items set forth in the foregoing question, please state the source from which the income was received.

13. Have you disposed, made a gift or made a loan of any property or assets with a cost or fair market value over $1,000 since October 1990? If so, please furnish the following information:

Description of Property or Asset	Date of Transfer	Fair Market Value When Transferred	Consideration Received	Your Relation to Transferee

14. With respect to each financial statement you have prepared in the last three years, please state:

(a) a description of the statement;

(b) the period covered;

(c) the reason the statement was prepared;

(d) the date of its preparation; and

(e) its present location.

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15. With respect to every legal action in which you have been a party in the last five years, please state:

(a) the title of the action;

(b) the name of the court;

(c) the docket number or date the action was filed; and

(d) a brief description of the nature of the action.

16. With respect to every loan made to you in the past three years, please state the:

(a) name of the lender;

(b) date of the loan:

(c) maturity dates;

(d) principal amount;

(e) rate of interest;

(f) collateral or security interest given by you;

(g) your purpose in borrowing funds; and

(h) date and amount of each repayment.

17. Provide copies of all W-2 and 1099 Forms and any other Statement of Earnings for Charles Ross for the calendar years 1991 and January 1, 1992 through December 31, 1992.

18. Provide copies of all complete Internal Revenue Tax returns for Charles Ross and any person that he controls or in which he has a beneficial interest, including all supporting schedules and any other supporting documentation filed with the returns, for the calendar years 1992 and 1993. If 1993 tax returns have not yet been filed please provide a copy of tax returns for 1991, 1992 and estimated tax returns for 1993.

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19. Provide copies of all statements from financial institutions for Charles Ross and any person that he controls or in which he has a beneficial interest, including checking accounts, savings accounts, money market accounts, certificate of deposit accounts, investment accounts and loans for the calendar years 1991 and January 1, 1992 through May 17, 1993.

20. Produce all documents identified or referred to by you in your responses to the foregoing interrogatories. For each document produced, please indicate on the face of the document the paragraph number of the interrogatory to which the document relates.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 9, 1993

CERTIFIED MAIL
RETURN RECEIPT

John H. Calvert, Esquire
Lathrop & Norquist
2345 Grand Avenue, Suite 2500
Kansas City, Missouri 64108-2684

RE: MUR 2582

Dear Mr. Calvert:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. In an effort to expedite the resolution of this matter, the attached Interrogatories and Request for Production of Documents are being sent to your client in order to assist the Office of the General Counsel in assessing the finanacial status of your client.

Your client is required to submit the information within 20 days of your receipt of this letter. All answers to questions must be submitted under oath.

If you have any questions, please contact Lawrence Parrish, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,

Lawrence D. Parrish
Attorney

Enclosure
Interrogatories and Request for Documents

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 2582

INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

TO: John H. Calvert
c/o David Hamilton
Lathrop & Norquist
2345 Grand Avenue, Suite 2500
Kansas City, Missouri 64108-2684

In furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby requests that you submit answers in writing and under oath to the questions set forth below within 30 days of your receipt of this request. In addition, the Commission hereby requests that you produce the documents specified below, in their entirety, for inspection and copying at the Office of the General Counsel, Federal Election Commission, Room 659, 999 E Street, N.W., Washington, D.C. 20463, on or before the same deadline, and continue to produce those documents each day thereafter as may be necessary for counsel for the Commission to complete their examination and reproduction of those documents. Clear and legible copies or duplicates of the documents which, where applicable, show both sides of the documents may be submitted in lieu of the production of the originals.

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INSTRUCTIONS

In answering these interrogatories and request for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories and requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from 1991 to present.

The following interrogatories and requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and request for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

9504368284

INTERROGATORIES AND

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Please list the addresses of any of your residences.

2. Please list the name and address of your employer(s) or contractor(s), if any, the period of time you have been employed, and the nature of your present occupation and sources of income.

3. Please list the name and address of every financial institution (e.g. bank, savings and loan, credit union, stock broker, commodity broker, investment adviser, etc.) with which you have done business at any time during the past three years. In addition, for each financial depository institution:

(a) please state the account number of every savings account and checking account upon which you have the authority to sign checks or make withdrawals;

(b) please attach copies of the monthly statements relating to each of the accounts for the past 24 months;

(c) please state whether such financial institution has made any loans to you within the past three years and, if so, the amount and date of each loan, and whether or not you submitted a financial statement in applying for such loan; and

(d) please state whether you rent a safety deposit box in your name or in any other name. If so, give the name and address of the bank at which the safety deposit box is maintained, and the name of the person under whose name the box is rented.

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4. Please furnish the following financial information as of May 19, 1993:

Liabilities	Amount	Fair Market Value
(1) loans on insurance		
(2) accounts payable		
(3) notes payable		
(4) mortgages		
(5) accrued real estate taxes		
(6) judgments		
(7) reserves		

5. Please provide the following information relating to insurance policies in force:

Number of Policy	Name of Company	Amount of Policy	Present Cash Surrender Value Plus Accumulated Dividends
1.			
2.			
3.			
4.			
5.			

Policy Loan	Date Made	Automatic Premium Payments	Date Made
1.			
2.			
3.			
4.			
5.			

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6. If any of the policies listed in your answer to the foregoing question are assigned or pledged on indebtedness, except with the insurance company, please give the following information about each policy:

Number of Policy Assigned or Pledged	Name and Address of Pledgee or Assignee	Amount of Indebtedness	Date Pledged or Assigned
1.			
2.			
3.			
4.			
5.			

7. Please set forth the following information regarding your accounts receivable or notes receivable:

a.	Accounts Receivable Name	Book Value	Liquidation Value	Indebtedness if pledged	Date Pledged
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

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b. Notes Receivable

1.

2.

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5.

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7.

8.

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10.

8. Do you own an interest in any realty? If so, please set forth the following information:

(a) address;

(b) description;

(c) cost;

(d) fair market value;

(e) balance due on mortgage;

(f) date of purchase;

(g) unpaid interest and taxes; and

(h) If you do not own the residence set forth in your answer to Interrogatory No. 1, set forth the name of the person who does own the residence, the amount of your rent, and the frequency with which your rent must be paid.

9. Please set forth the following information regarding stocks, bonds, or securities (including, but not limited to, any interest in money market or other mutual funds) owned by you:

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Name of Security	Number of Units	Cost	Fair Market Value	Amount of Indebtedness If Pledged	Date Pledged
1.					
2.					
3.					
4.					
5.					

(a) Trucks (specify make, model, number and year)

(b) Automobiles (specify make, model, number)

(c) If you receive any dividends or interest on any of the stocks, bonds, or securities owned by you, set forth the date the dividends or interest is payable and the amount received in the last year.

10. Please set forth all judgments rendered against you, and, for each judgment, state the name of the judgment creditor, the amount of the judgment, the date the judgment was recorded, and the place where it was recorded.

11. Please furnish the following information regarding your income for the following years:

	1991	1992	1993
(1) salaries, wages, commissions			
(2) dividends			
(3) interest			
(4) income from business or profession			
(5) deferred income not yet paid (list in year accrued)			
(6) partnership income			

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(7) gains or losses (as they have or will appear on Schedule D, Form 1040)

(8) annuities and pensions

(9) rents and royalties

(10) income from estates and trusts

(11) other income

12. With respect to each of the items set forth in the foregoing question, please state the source from which the income was received.

13. Have you disposed, made a gift or made a loan of any property or assets with a cost or fair market value over $1,000 since October 1990? If so, please furnish the following information:

Description of Property or Asset	Date of Transfer	Fair Market Value When Transferred	Consideration Received	Your Relation to Transferee

14. With respect to each financial statement you have prepared in the last three years, please state:

(a) a description of the statement;

(b) the period covered;

(c) the reason the statement was prepared;

(d) the date of its preparation; and

(e) its present location.

9504368250

15. With respect to every legal action in which you have been a party in the last five years, please state:

(a) the title of the action;

(b) the name of the court;

(c) the docket number or date the action was filed; and

(d) a brief description of the nature of the action.

16. With respect to every loan made to you in the past three years, please state the:

(a) name of the lender;

(b) date of the loan:

(c) maturity dates;

(d) principal amount;

(e) rate of interest;

(f) collateral or security interest given by you;

(g) your purpose in borrowing funds: and

(h) date and amount of each repayment.

17. Provide copies of all W-2 and 1099 Forms and any other Statement of Earnings for David K. Hamilton for the calendar years 1991 and January 1, 1992 through December 31, 1992.

18. Provide copies of all complete Internal Revenue Tax returns for David K. Hamilton and any person that he controls or in which he has a beneficial interest, including all supporting schedules and any other supporting documentation filed with the returns, for the calendar years 1992 and 1993. If 1993 tax returns have not yet been filed please provide a copy of tax returns for 1991, 1992 and estimated tax returns for 1993.

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19. Provide copies of all statements from financial institutions for David K. Hamilton and any person that he controls or in which he has a beneficial interest, including checking accounts, savings accounts, money market accounts, certificate of deposit accounts, investment accounts and loans for the calendar years 1991 and January 1, 1992 through May 17, 1993.

20. Produce all documents identified or referred to by you in your responses to the foregoing interrogatories. For each document produced, please indicate on the face of the document the paragraph number of the interrogatory to which the document relates.

9504368282

280 U. S. Courthouse
444 S. E. Quincy Street
Topeka, KS 66683

UNITED STATES BANKRUPTCY COURT
District of [redacted]sas

NOTICE OF COMMENCEMENT OF CASE UNDER CHAPTER 7 OF THE BANKRUPTCY CODE, MEETING OF CREDITORS, AND FIXING OF DATES (Individual or Joint Debtor No Asset Case)

Case Number: 93-40099
Date Filed (or Converted) : 01/25/93

RECEIVED
FEDERAL [illegible] COMMISSION
93 JUN 21 AM 10: 30

IN RE(NAME OF DEBTOR)
Charles Andrew Ross, Sr., [redacted]
aka Bud Ross

ADDRESS OF DEBTOR
9813 W 121ST ST
OVERLAND PARK, KS 66213

NAME/ADDRESS OF ATTORNEY FOR DEBTOR
Richard C. Wallace
Midland Bank of Lenexa
15301 W. 87th St. Pkwy., Suite 220
Lenexa, KS 66219-1428

NAME/ADDRESS OF TRUSTEE
Joseph I. Wittman
435 S Kansas Ave.
Topeka, KS 66603

DATE/TIME/LOCATION OF MEETING OF CREDITORS
March 8, 1993 at 10:00 am
U.S. Post Office Building
Room 303
5th & Kansas
Topeka, KS 66603

DATE/TIME/LOCATION OF DISCHARGE HEARING
May 27, 1993 at 1:30 pm
210 Federal Building
444 S.E. Quincy
Topeka, KS 66683

Discharge of Debts: Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Types of Debts: 05/07/93

AT THIS TIME THERE APPEAR TO BE NO ASSETS AVAILABLE FROM WHICH PAYMENT MAY BE MADE TO UNSECURED CREDITORS. DO NOT FILE A PROOF OF CLAIM UNTIL YOU RECEIVE NOTICE TO DO SO.

COMMENCEMENT OF CASE. A petition for liquidation under chapter 7 of the Bankruptcy Code has been filed in this court by or against the person or persons named above as the debtor, and an order for relief has been entered. You will not receive notice of all documents filed in this case. All documents filed with the court, including lists of the debtor's property, debts, and property claimed as exempt are available for inspection at the office of the clerk of the bankruptcy court.

CREDITORS MAY NOT TAKE CERTAIN ACTIONS. A creditor is anyone to whom the debtor owes money or property. Under the Bankruptcy Code, the debtor is granted certain protection against creditors. Common examples of prohibited actions by creditors are contacting the debtor to demand repayment, taking action against the debtor to collect money owed to creditors or to take property of the debtor, and starting or continuing foreclosure actions, repossessions, or wage deductions. If unauthorized actions are taken by a creditor against a debtor, the court may penalize that creditor. A creditor who is considering taking action against the debtor or the property of the debtor should review Sec. 362 of the Bankruptcy Code and may wish to seek legal advice. The staff of the clerk of the bankruptcy court is not permitted to give legal advice.

MEETING OF CREDITORS. The debtor (both husband and wife in a joint case) is required to appear at the meeting of creditors on the date and at the place set forth above for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. At the meeting, the creditors may elect a trustee other than the one named above, elect a committee of creditors, examine the debtor, and transact such other business as may properly come before the meeting. The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to creditors.

LIQUIDATION OF THE DEBTOR'S PROPERTY. The trustee will collect the debtor's property and turn any that is not exempt into money. At this time, however, it appears from the schedules of the debtor that there are no assets from which any distribution can be paid to creditors. If at a later date it appears that there are assets from which a distribution may be paid, the creditors will be notified and given an opportunity to file claims.

EXEMPT PROPERTY. Under state and federal law, the debtor is permitted to keep certain money or property as exempt. If a creditor believes that an exemption of money or property is not authorized by law, the creditor may file an objection. An objection must be filed not later than 30 days after the conclusion of the meeting of creditors.

DISCHARGE OF DEBTS. The debtor is seeking a discharge of debts. A discharge means that certain debts are made unenforceable against the debtor personally. Creditors whose claims against the debtor are discharged may never take action against the debtor to collect the discharged debts. If a creditor believes that the debtor should not receive any discharge of debts under Sec. 727 of the Bankruptcy Code or that a debt owed to the creditor is not dischargeable under Sec. 523(a)(2),(4), or (6) of the Bankruptcy Code, timely action must be taken in the bankruptcy court by the deadline set forth above labeled "Discharge of Debts." Creditors considering taking such action may wish to seek legal advice.

INDIVIDUAL DEBTOR(s) shall appear at the discharge hearing specified above ONLY IF THE DEBTOR HAS ENTERED INTO A REAFFIRMATION AGREEMENT.

PURSUANT TO STANDING ORDER of the Court, the trustee may abandon property of the estate under 11 U.S.C. Sec. 554 without further notice within sixty (60) days from the Sec. 341 Meeting of Creditors.

DO NOT FILE A PROOF OF CLAIM UNLESS YOU RECEIVE A COURT NOTICE TO DO SO

For the Court: Russell L. Brenner
Clerk of the Bankruptcy Court

1/26/93
Date

FORM B9A 0002

9504368257

OGC 9197

LAW OFFICES

EVANS & MULLINIX, P.A.

JUN 21 9 30 AM '93

TIMOTHY J EVANS
THOMAS M MULLINIX
RICHARD C WALLACE*
JO ANN BUTAUD*
LUIS MATA**
JOANNE B STUTZ*
MERLE E PARKS*
JOHN E LARSON*
RICHARD A CARNAHAN*

*ALSO ADMITTED IN MISSOURI
**ALSO ADMITTED IN FLORIDA

15301 WEST 87TH STREET, SUITE 220
LENEXA, KANSAS 66219
TELEPHONE (913) 541-1200
FACSIMILE (913) 541-1010

REPLY TO LENEXA, KANSAS

1314 NORTH 38TH STREET
KANSAS CITY, KANSAS 66102
TELEPHONE (913) 621-1200
FACSIMILE (913) 621-1263

June 17, 1993

93 JUN 21 AM 10:30

RECEIVED
FEDERAL ELECTION COMMISSION

Lawrence D. Parrish
Federal Election Commission
Washington, D.C. 20463

Re: Charles Ross, MUR 2582

Dear Mr. Parrish:

Please be advised that I filed a Chapter 7 bankruptcy for Charles Ross on January 25, 1993. I am enclosing for your information a copy of the bankruptcy notice which indicates that Mr. Ross was granted a discharge on May 27, 1993.

I will advise you that we listed the Federal Election Commission as one of the creditors in his bankruptcy, and I believe that the debt has been discharged.

In regard to your letter of June 9, 1993, I do not believe that it is necessary for us to complete any questions put forth by the Federal Election Commission, because the debt owed to the Federal Election Commission has been discharged.

Sincerely yours,

EVANS & MULLINIX, P.A.

By: Richard C. Wallace

RCW/srv
enclosure
cc: Charles Ross

9504308234

FEDERAL ELECTION COMMISSION
MAIL ROOM
Jul 7 2 19 PM '93
OGC 9372

LAW OFFICES

LATHROP & NORQUIST

2345 GRAND AVENUE, SUITE 2500
KANSAS CITY, MISSOURI 64108-2684
(816) 842-0820

FAX NUMBERS:
MISSOURI (816) 421-0500
KANSAS (913) 451-0875

KANSAS OFFICE
1050/40 CORPORATE WOODS
9401 INDIAN CREEK PARKWAY
OVERLAND PARK, KANSAS 66210-2007
(913) 451-0820

July 6, 1993

RECEIVED
FEDERAL ELECTION COMMISSION
93 JUL -7 PM 3:30

Federal Election Commission
Office of General Counsel
Room 659
999 E Street NW
Washington, D. C. 20463

VIA FEDERAL EXPRESS

ATTN: Mr. Larry Parrish

Re: David K. Hamilton, MUR 2582

Dear Mr. Parrish:

Per your letter of June 9, I am enclosing Mr. Hamilton's responses to the interrogatories concerning his financial condition.

Please call if you should have any questions.

Very truly yours,

John H. Calvert

wkc
encs.

CC_63095

9504368285

RE: MUR 2582

DAVID HAMILTON

RESPONSE TO INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS
Date of Response: 7/6/93

1. Please list the addresses of any of your residences.

Response:

8597 Dice Lane
Lenexa, KS

2. Please list the name and address of your employer(s) or contractor(s), if any, the period of time you have been employed, and the nature of your present occupation and sources of income.

Response:

I have been self employed as a management and financial consultant since 1987. My clientele consist of corporate entities experiencing financial distress or have been place into bankruptcy proceedings. I am currently providing accounting services to an insurance company which has been placed into "Rehabilitation" by the Missouri Department of Insurance and management assistance to a small local event planning company.

3. Please list the name and address of every financial institution (e.g. bank, savings and loan, credit union, stock broker, commodity broker, investment adviser, etc.) with which you have done business at any time during the past three years.

Response:

Overland Park Bank
P.O. Box 4368
Overland Park, KS 66204

Country Hill Bank (Midland Bank)
15301 W. 87th St. Pkwy.
Lenexa, KS 66219-1402

9504368286

First American Bank, NA
15040 W. 87th Parkway
Lenexa, KS 66215

Piper, Jaffray & Hopwood
Piper Jaffray Tower
P.O. Box 28
Minneapolis, Minnesota 55440

Household Finance Corp
P.O. Box 8633
Elmhurst, IL. 60126

Old Kent Bank
105 S. York
Elmhurst, IL 60126

American Express
P.O. Box 630001
Dallas, TX 75363

Signet Bank Visa
P.O. Box 26030
Richmond, VA 23260

Household Credit Services
P.O. Box 81622
Salinas, CA 93912

First Bankcard
P.O. Box 3696
Omaha, NE 68103

Ford Citibank Visa
Box 6500
Sioux Falls, SD 57117

First National Bank of Lawrence
900 Massachusetts
Lawrence, KS 66044

Nebhelp, Inc.
1300 "O" Street
Lincoln, NE 68501

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In addition, for each financial depository institution:

3.(a) please state the account number of every savings account and checking account upon which you have the authority to sign checks or make withdrawals;

Response:

Country Hill Bank (Midland Bank)
15301 W. 87th St. Pkwy.
Lenexa, KS 66219-1402

First American Bank, NA
15040 W. 87th Parkway
Lenexa, KS 66215

Overland Park Bank
P.O. Box 4368
Overland Park, KS 66204

First American Bank, NA
15040 W. 87th Parkway
Lenexa, KS 66215

3.(b) please attach copies of the monthly statements relating to each of the accounts for the past 24 months;

Response:

Country Hill Bank (Midland Bank)
15301 W. 87th St. Pkwy.
Lenexa, KS 66219-1402

Attached: 4/9/91-5/7/93

First American Bank, NA
15040 W. 87th Parkway
Lenexa, KS 66215

9504368258

Overland Park Bank
P.O. Box 4368
Overland Park, KS 66204

First American Bank, NA
15040 W. 87th Parkway
Lenexa, KS 66215

9504368285 9

3.(c) please state whether such financial institution has made any loans to you within the past three years and, if so, the amount and date of each loan, and whether or not you submitted financial statement in applying for such loan;

Response: None

3.(d) and please state whether you rent a safety deposit box in your name or in any other name.

Response: None

4. Please furnish the following financial information as of May 19, 1993:

	Amount
Liabilities	
(1) loans on insurance	
(2) accounts payable	
(3) notes payable	
(4) mortgages	
(5) accrued realestate taxes	
(6) judgments	
(7) reserves	

ADDENDUM TO PAGE 4
SHOWING DETAILS CONCERNING LIABILITIES
SHOWN IN ITEM 4

	Balance
Accounts Payable at May 19, 1993:	
Internal Revenue Service	
State of Kansas Dept of Revenue	
State of Missouri Dept of Revenue	
Kansas City Missouri Dept of Revenue	
Household Finance Corp	
Lathrop Norquist	
Southwestern Bell	
Johnson County Water	
Deffenbaugh Disposal	
Culligan Water	
KCPL Electric	
KPL Gas Service	
Life Insurance	
State Farm Auto/Home	
Mobil Phone	
Blue Cross Blue Shield	
Shawnee Mission Med Center	
Doctors	
Old Kent Bank	
Preferred Visa	
Citibank Visa	
Ford Citibank Visa	
Sears	
American Express	
HFC Visa	
Master Card ATT	
Master Card	
Texaco	
Discover Card	
Total	

Mortgages at May 19, 1993:	
Interstate Federal Home	
Household Finance Corp, Second Mtg	
Total	

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5. Please provide the following information relating to insurance policies in force:

Number of Policy	Name of Company	Amount of policy	CSV
1.	State Mutual		
2.	Federal Kemper		

Policy Loan	Date Made	Automatic Premium	Date
1.	1986		
2. none	n/a		

6. If any of the policies listed in your answer to the foregoing question are assigned or pledged on indebtedness, except with the insurance company, please give the following information about each policy:

Response:

None

7. Please set forth the following information regarding your accounts receivable or notes receivable:

(a) Accounts Receivable

Response:

None

(b) Notes Receivable

Response:

None

8. Do you own an interest in any realty? If so, please set forth the following information:

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Response:

(a) address: 8597 Dice Lane
(b) description: Single Family Residence
(c) cost:
(d) fair market value:
(e) balance due on mortgage:
(f) date of purchase: July, 1984
(g) unpaid interest and taxes: none
(h) Ownership: Owned

9. Please set forth the following information regarding stocks, bonds, or securities (including, but not limited to, any interest in money market or other mutual funds) owned by you:

Response:

None

9.(a) Trucks: 1984 Ford Econoline 150 Van

9.(b) Automobiles: 1982 Ford Escort
1986 Chevrolet Cavalier

9.(c) If you receive any dividends or interest on any of the stocks, bonds, or securities owned by you, set forth the date the dividends or interest is payable and the amount received in the last year.

Response:

None

10. Please set forth all judgments rendered against you, and, for each judgment, state the name of the judgment creditor, the amount of the judgment, the date the judgment was recorded, and the place where it was recorded.

Response:

None

11. Please furnish the following information regarding your income for the following years:

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	1991	1992	(est) 1993
(1) salaries, wages			
(2) dividends			
(3) interest			
(4) income from business			
(5) deferred income			
(6) partnership income			
(7) gains or losses (sch D)			
(8) annuities/pensions			
(9) rents and royalties			
(10) income from estates/trusts			
(11) other income			

12. With respect to each of the items set forth in the foregoing question, please state the source from which the income was received.

Response:

	1991	1992	(est) 1993
(1) salaries, wages			
(2) dividends			
(3) interest			

Source: Checking account interest.

(4) income from business

Source: Providing management and financial consulting services to various clients.

(5) deferred income

(6) partnership income

(7) gains or losses (sch D)

Source: 1991 loss reflects carryforward loss from investment in start up company.

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Source: 1992 gain reflects proceeds from sale of remaining stock investment.

(8) annuities/pensions

(9) rents and royalties

(10) income from estates/trusts

(11) other income

Source: Redemption of IRA during 1991.

13. Have you disposed, made a gift or made a loan of any property or assets with a cost or fair market value over $1,000 since October, 1990 ?

Response:

None

14. With respect to each financial statement you have prepared in the last three years, please state:

(a) a description of the statement: Balance Sheet
(b) the period covered: 9/25/92
(c) the reason the statement was prepared: Letter to Federal Election Commission requesting payment plan and reduced settlement.
(d) the date of its preparation; 9/30/93
(e) its present location: attached

(a) a description of the statement: Personal Financials
(b) the period covered: January 15, 1992
(c) the reason the statement was prepared: State Income Tax Payment Plan Request
(d) the date of its preparation: 1/15/92
(e) its present location: files

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(a) a description of the statement: Application for Federal Student Aid
(b) the period covered: 1992
(c) the reason the statement was prepared: Student/Parent Education Loan Application
(d) the date of its preparation: 2/24/93
(e) its present location: Files

(a) a description of the statement: Application for Federal Student Aid
(b) the period covered: 1991
(c) the reason the statement was prepared: Parent Education Loan Application (PLUS Loan)
(d) the date of its preparation: 3/18/92
(e) its present location: Copy attached in response to question 19.

(a) a description of the statement: Application for Federal Student Aid
(b) the period covered: 1991
(c) the reason the statement was prepared: Parent Education Loan Application (PLUS Loan)
(d) the date of its preparation: 9/9/91
(e) its present location: Copy attached in response to question 19.

15. With respect to every legal action in which you have been a party in the last five years, please state:

Response: None

16. With respect to every loan made to you in the past three years, please state the:

(a) name of lender: Nebhelp, Inc.
(b) date of loan: 11/13/91
(c) maturity dates: Deferred to graduation
(d) principal amount:
(e) rate of interest: Treasury Bill + 3.5%
(f) collateral or security interest: None
(g) purpose in borrowing funds: college loan for daughter

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(h) date and amount of each payment: Undetermined

(a) name of lender: First National Bank of Lawrence
(b) date of loan: 8/3/92
(c) maturity dates: Deferred to graduation
(d) principal amount:
(e) rate of interest: Treasury Bill + 3.5%
(f) collateral or security interest: None
(g) purpose in borrowing funds: college loan for daughter
(h) date and amount of each payment: Undetermined

17. Provide copies of all w-2 and 1099 forms and any other statement of earnings for David K. Hamilton for the calendar years 1991 and January 1, 1992 through December 31, 1992.

Response: Attached

18. Provide copies of all complete Internal Revenue Tax returns for David K. Hamilton and any person that he controls or in which he has a beneficial interest, including all supporting schedules and any other supporting documentation filed with the returns, for the calendar years 1992 and 1993. If 1993 tax returns have not yet been filed please provide a copy of tax returns for 1991, 1992 and estimated tax returns for 1993.

Response:

1991 and 1992 tax returns and supporting schedules attached. 1993 tax liability should approximate that of 1992.

19. Provide copies of all statements from financial institutions for David K. Hamilton and any person that he controls or in which he has a beneficial interest, including checking accounts, savings accounts, money market accounts, certificate of deposit accounts, investment accounts and loans for the calendar years 1991 and January 1, 1992 through May 17, 1992.

Response:
Copies of Student Loan (PLUS) applications and awards are attached.

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20. Produce all documents identified or referred to by you in your responses to the foregoing interrogatories. For each document produced, please indicate on the face of the document the paragraph number of the interrogatory to which the document relates.

Response:
See attached copies of documents.

The foregoing responses are true and correct to the best of my knowledge and belief.

Subscribed this 6th day of July, 1993.

David K. Hamilton

David K. Hamilton

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

Subscribed and sworn to before me on this 6th day of July, 1993, in the City of Kansas City, Missouri.

Stacy E. Buckley

Notary Public in and for
Said State and County

My commission expires: 12/4/96

STACY E. BUCKLEY
Notary Public-State of Missouri
Commissioned in Clay County
My Commission Expires December 4, 1996

9504368287

RECEIVED
FEDERAL ELE
COMMISSIO
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FILED
TOPEKA
FEB 11 1994
RUSSELL L. BRENNER, Clerk
U.S. COURT OF BANKRUPTCY
By R. Carter Deputy

OGC 0025

MUR 2582

UNITED STATES BANKRUPTCY COURT
For the District of Kansas

In re
BIRDVIEW SATELLITE COMMUNICATIONS, INC.
Case No. 86-41150 -11

Debtor

94 FEB 14 PM 3:15
RECEIVED
FEDERAL ELECTION COMMISSION

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notice is hereby given that: A hearing in said cause will be held at:

U.S. Bankruptcy Court, 210 Federal Bldg., 444 S.E. Quincy, Topeka, KS 66683 on the 2nd day of arch, 1994at 9:00 a.m. to consider and act upon the following matter:

APPLICATION OF THE U.S. TRUSTEE TO SHOW CAUSE WHY MOTION FOR FINAL DECREE HAS NOT BEEN FILED OR SHOULD NOT BE ENTERED.

IF PARTIES ANTICIPATE THE HEARING TO EXTEND BEYOND 15-20 MINUTES, A SPECIAL SETTING SHOULD BE SOUGHT, AS OUR REGULAR CALENDAR WILL NOT ACCOMODATE LONGER HEARINGS.

Dates at Topeka, Kansas 2/11/94

JAMES A. PUSATERI
U.S. BANKRUPTCY JUDGE

CERTIFICATE OF MAILING

I do hereby certify that I did on this 11th of March, 1994 mail a copy of the above Notice by First Class Mail to debtor, attorney of record, U.S. Trustee, Trustee & all attorneys of record & parties requesting notice.

Dated: 2/11/94

By R. Carter
Deputy Clerk

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(64)

240 U. S. Courthouse
444 S. E. Quincy Street
Topeka, KS 66683

UNITED STATES BANKRUPTCY COURT

OGC 9480
RECEIVED
FEDERAL ELECTION COMMISSION
93 JUL 19 PM 3:54

District of Kansas

Case Number: 93-40099

FILED
TOPEKA
JUL 14 1993
RUSSELL L. BRENNER, Clerk
U.S. COURT OF BANKRUPTCY
BY P.V. Hamm Deputy

MUR 2582

IN RE(NAME OF DEBTOR)
Charles Andrew Ross, Sr., 510-36-2075,
aka Bud Ross

DISCHARGE OF DEBTOR AND FINAL DECREE

It appearing that a petition commencing a case under title 11, United States Code, was filed by or against the person named above on 01/25/93 , and that an order for relief was entered under chapter 7, and that no complaint objecting to the discharge of the debtor was filed within the time fixed by the court [or that a complaint objecting to discharge of the debtor was filed and, after due notice and hearing, was not sustained];

IT IS ORDERED that

1. The above-named debtor is released from all dischargeable debts.

2. Any judgment heretofore or hereafter obtained in any court other than this court is null and void as a determination of the personal liability of the debtor with respect to any of the following:

(a) debts dischargeable under 11 U.S.C. Sec. 523;

(b) unless heretofore or hereafter determined by order of this court to be nondischargeable, debts alleged to be excepted from discharge under clauses (2),(4) and (6) of 11 U.S.C. Sec. 523(a);

(c) debts determined by this court to be discharged under 11 U.S.C. Sec. 523.

3. All creditors whose debts are discharged by this order and all creditors whose judgments are declared null and void by paragraph 2 above are enjoined from instituting or continuing any action or employing any process or engaging in any act to collect such debts as personal liabilities of the above-named debtor.

4. The Trustee herein be and hereby is discharged as Trustee; the bond be and it hereby is cancelled; and this case be and it hereby is closed.

Dated: 07/14/93

BY THE COURT

James A. Pusateri
United States Bankruptcy Judge

FORM B18 0002

9504368289.

FEDERAL ELECTION COMMISSION
SECRETARIAT
JUN 13 3 40 PM '95

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) Enforcement Priority)

SENSITIVE

GENERAL COUNSEL'S MONTHLY REPORT

I. INTRODUCTION

This report is the General Counsel's Report to recommend that the Commission no longer pursue the identified lower priority and stale cases under the Enforcement Priority System.

II. CASES RECOMMENDED FOR CLOSING

A. Cases Not Warranting Further Pursuit Relative to Other Cases Pending Before the Commission

A critical component of the Priority System is identifying those pending cases that do not warrant the further expenditure of resources. Each incoming matter is evaluated using Commission-approved criteria and cases that, based on their rating, do not warrant pursuit relative to other pending cases are placed in this category. By closing such cases, the Commission is able to use its limited resources to focus on more important cases.

Having evaluated incoming matters, this Office has identified 10 cases which do not warrant further pursuit relative to the other pending cases.[1] A short description of each case and the factors leading to assignment of a relatively low priority and consequent recommendation not to pursue each

1. These matters are: MUR 4087; MUR 4092; MUR 4093; MUR 4096; MUR 4097; MUR 4098; MUR 4100; MUR 4103; MUR 4106; and MUR 4114.

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case is attached to this report. See Attachments 1-11. As the Commission requested, this Office has attached the responses to the complaints for the externally-generated matters and the referral for the internally-generated matter following the narrative. See Attachments 1-11.

B. Stale Cases

Investigations are severely impeded and require relatively more resources when the activity and evidence are old. Consequently, the Office of General Counsel recommends that the Commission focus its efforts on cases involving more recent activity. Such efforts will also generate more impact on the current electoral process and are a more efficient allocation of our limited resources. To this end, this Office has identified 34 cases that

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do not warrant further investment of significant Commission resources.[2] Since the recommendation not to pursue the identified cases is based on staleness, this Office has not prepared separate narratives for these cases. As the Commission requested, in matters in which the Commission has made no

---

2. These matters are: MUR 2582; MUR 3109; MUR 3241; MUR 3426; MUR 3857; MUR 3858; MUR 3862; MUR 3866; MUR 3876; MUR 3879; MUR 3890; MUR 3893; MUR 3895; MUR 3896; MUR 3898; MUR 3902; MUR 3903; MUR 3904; MUR 3905; MUR 3907; MUR 3908; MUR 3912; MUR 3933; MUR 3958; MUR 3962; MUR 3978; MUR 3984; RAD 93L-19; RAD 94L-05; RAD 94L-11; RAD 94L-15; RAD 94L-21; RAD 94L-23; and RAD 94L-26.

findings, the responses to the complaints for the externally-generated matters and the referrals for the internally-generated matters are attached to the report. See Attachments 16-45. For cases in which the Commission has already made findings and for which each Commissioner's office has an existing file, this Office has attached the most recent General Counsel's Report. See Attachments 12-15.

This Office recommends that the Commission exercise its prosecutorial discretion and no longer pursue the cases listed below effective June 26, 1995. By closing the cases effective June 26, 1995, CED and the Legal Review Team will respectively have the additional time necessary for preparing the closing letters and the case files for the public record for these cases.

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III. RECOMMENDATIONS

A. Decline to open a MUR and close the file effective June 26, 1995 in the following matters:

1) RAD 93L-19
2) RAD 94L-05
3) RAD 94L-11
4) RAD 94L-15
5) RAD 94L-21
6) RAD 94L-23
7) RAD 94L-26

B. Take no action, close the file effective June 26, 1995, and approve the appropriate letter in the following matters:

1) MUR 3857
2) MUR 3858
3) MUR 3862

4) MUR 3866
5) MUR 3876
6) MUR 3879
7) MUR 3890
8) MUR 3893
9) MUR 3895
10) MUR 3896
11) MUR 3898
12) MUR 3902
13) MUR 3903
14) MUR 3904
15) MUR 3905
16) MUR 3907
17) MUR 3908
18) MUR 3912
19) MUR 3933
20) MUR 3958
21) MUR 3962
22) MUR 3978
23) MUR 3984
24) MUR 4087
25) MUR 4092
26) MUR 4093
27) MUR 4096
28) MUR 4097
29) MUR 4098
30) MUR 4100
31) MUR 4103
32) MUR 4106
33) MUR 4114

C. Take no further action, close the file effective June 26, 1995, and approve the appropriate letter in the following matters:

1) MUR 2582
2) MUR 3109
3) MUR 3241
4) MUR 3426

Jan 17, 1995
Date

Lawrence M. Noble
General Counsel

9504360287 3

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	Agenda Document
Enforcement Priority	)	#X95-52

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on June 27, 1995, do hereby certify that the Commission decided by a vote of 6-0 on each of the matters listed below to take the actions hereinafter described:

A. Decline to open a MUR and close the file effective July 5, 1995 in the following matters:

1) RAD 93L-19
2) RAD 94L-05
3) RAD 94L-11
4) RAD 94L-15
5) RAD 94L-21
6) RAD 94L-23
7) RAD 94L-26

B. Take no action, close the file effective July 5, 1995, and approve the appropriate letter in the following matters:

1) MUR 3857
2) MUR 3858
3) MUR 3862

(continued)

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4) MUR 3866
5) MUR 3876
6) MUR 3879
7) MUR 3890
8) MUR 3893
9) MUR 3895
10) MUR 3896
11) MUR 3898
12) MUR 3902
13) MUR 3903
14) MUR 3904
15) MUR 3905
16) MUR 3907
17) MUR 3908
18) MUR 3912
19) MUR 3933
20) MUR 3958
21) MUR 3962
22) MUR 3978
23) MUR 3984
24) MUR 4087
25) MUR 4092
26) MUR 4093
27) MUR 4096
28) MUR 4097
29) MUR 4098
30) MUR 4100
31) MUR 4103
32) MUR 4106
33) MUR 4114

(continued)

C. Take no further action, close the file effective July 5, 1995, and approve the appropriate letter in the following matters:

1) MUR 2582
2) MUR 3109
3) MUR 3241
4) MUR 3426

Commissioners Aikens, Elliott, McDonald, McGarry, Potter, and Thomas voted affirmatively for the decision with respect to each of these actions.

Attest:

6-30-95
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

9504308287 6

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

Michael S. Glassner, Treasurer
Dole for Senate '92
P.O. Box 15471
Washington, D.C. 20003

RE: MUR 2582

Dear Mr. Glassner:

This letter is in reference to the February 1, 1988, letter from Charles Clinkenbeard, former treasurer of Dole for Senate, regarding possible violations of the Federal Election Campaign Act of 1971, as amended ("the Act").

On February 25, 1988, August 9, 1988, and December 16, 1988, the Commission found reason to believe that respondents violated certain provisions of the Act.

On September 19, 1991, December 12, 1991, and July 28, 1992, the Commission found probable cause to believe that respondents violated certain provisions of the Act.

After considering the circumstances of this matter, the Commission exercised its prosecutorial discretion to take no further action in the matter. This case was evaluated objectively relative to other matters on the Commission's docket. In light of the information on the record, the relative significance of the case, and the amount of time that has elapsed, the Commission determined to close its file in this matter on July 5, 1995. This matter will become part of the public record within 30 days.

The Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Sincerely,

Mary L. Taksar

Mary L. Taksar, Attorney
Central Enforcement Docket

9504368287

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

F. Stannard Lentz
Lentz & Clark, P.A.
P.O. Box 12167
Overland Park, KS 66282-2167

RE: MUR 2582
Birdview Satellite Communications, Inc.

Dear Mr. Lentz:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public.

Although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

9504382878

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

Michael S. Green, Esq.
794 Church Street
Royston, GA 30662-1808

RE: MUR 2582
Edward Lane Gibson

Dear Mr. Green:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public.

Although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

9504368879

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

Major W. Park, Jr., Esq.
Gage & Tucker
2345 Grand Blvd.
Kansas City, KS 64108

RE: MUR 2582
Doris Detweiler

Dear Mr. Park:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public.

Although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

95043682880

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

Douglas F. Behm, Esq.
Morrison, Hecker, Curtis, Kuder & Parrish
2600 Grand Avenue
Kansas City, MO 64108

RE: MUR 2582
David C. Owen

Dear Mr. Behm:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public.

Although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

Celebrating the Commission's 20th Anniversary

YESTERDAY, TODAY AND TOMORROW
DEDICATED TO KEEPING THE PUBLIC INFORMED

9504368281

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

Steven and Joy Small
Route 3
Chanute, KS 66720

RE: MUR 2582
Steven Small
Joy Small

Dear Mr. and Mrs. Small:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public.

Although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

9504368283 2

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

Richard C. Wallace, Esq.
Evans & Mullinix, P.A.
15301 West 87th Street
Suite 220
Lenexa, KS 66219

RE: MUR 2582
Gunilla Ross

Dear Mr. Wallace:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public.

Although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

9504382883

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

John E. Larson, Esq.
Evans & Mullinix, P.A.
15301 West 87th Street
Suite 220
Lenexa, KS 66219

RE: MUR 2582
Stanton E. Ross

Dear Mr. Larson:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public.

Although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

9504368284

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

Steven and Sharon Phillips
1310 Prince Edward Island
Olathe, KS 66061

RE: MUR 2582
Steven Phillips
Sharon Phillips

Dear Mr. and Mrs. Phillips:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public.

Although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

9504368285

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

John C. Aisenbrey, Esq.
Stinson, Mag & Fizzell
1201 Walnut
Kansas City, MO 64106

RE: MUR 2582
Robert Owens
Betty Owens

Dear Mr. Aisenbrey:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public.

Although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

9504368286

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

John H. Calvert, Esq.
Lathrop Koontz & Norquist
2600 Mutual Benefit Life Building
2345 Grand Avenue
Kansas City, MO 65108

RE: MUR 2582
Martha J. Hamilton

Dear Mr. Calvert:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public.

Although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receipt of your additional materials, any permissible submissions will be added to the public record when received.

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Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

9504368287

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

John C. Noonan, Esq.
Stinson, Mag & Fizzell
1201 Walnut
Kansas City, MO 64106

RE: MUR 2582
Edward Hackerott
Darlene Hackerott

Dear Mr. Noonan:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public.

Although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

9504368288

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

Randall D. Crawford, Esq.
Koelling & Crawford, P.C.
5950 North Oak Trafficway
Sute 202
Kansas City, MO 64118

RE: MUR 2582
Dale Galemore
Cynthia Galemore

Dear Mr. Crawford:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public.

Although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva Smith at (202) 219-3400.

Sincerely,

mary L. Taksar

Mary L. Taksar
Attorney

9504308289

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

Larry G. Chipman, Esq.
Chipman & Wood
4317 South River Blvd.
Independence, MO 64055

RE: MUR 2582
Wanda Bowman

Dear Mr. Chipman:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public.

Although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

95043682800

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

Richard C. Wallace, Esq.
15301 West 87th St. Parkway
Country Hill Bank Building
Lenexa, KS 66219

RE: MUR 2582
Charles A. Ross

Dear Mr. Wallace:

On February 25, 1988, the Federal Election Commission ("Commission") found reason to believe that your client, Charles A. Ross, knowingly and willfully violated 2 U.S.C. §§ 441b and 441f. On December 12, 1991, the Commission found probable cause to believe that your client knowingly and willfully violated 2 U.S.C. §§ 441b and 441f.

After considering the circumstances of this matter, the Commission exercised its prosecutorial discretion to take no further action against your client. This case was evaluated objectively relative to other matters on the Commission's docket. In light of the information on the record, the relative significance of the case, and the amount of time that has elapsed, the Commission determined to close its file in this matter on July 5, 1995.

The confidentiality provisions of 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record prior to receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva E. Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

9504368281

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

Daniel O. Herrington, Esq.
Armstrong, Teasdale, Schlafly & Davis
1700 City Center Square
1100 Main Street
Kansas City, MO 64105

RE: MUR 2582
Roger Mason

Dear Mr. Herrington:

On February 25, 1988, the Federal Election Commission ("Commission") found reason to believe that your client, Roger Mason, violated 2 U.S.C. § 441f. On July 28, 1992, the Commission found probable cause to believe that your client knowingly and willfully violated 2 U.S.C. §§ 441f and 441b.

After considering the circumstances of this matter, the Commission exercised its prosecutorial discretion to take no further action against your client. This case was evaluated objectively relative to other matters on the Commission's docket. In light of the information on the record, the relative significance of the case, and the amount of time that has elapsed, the Commission determined to close its file in this matter on July 5, 1995.

The confidentiality provisions of 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record prior to receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva E. Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

9504368282

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C 20463

July 6, 1995

John H. Calvert, Esq.
Lathrop Koonts & Norquist
2600 Mutual Benefit Life Building
2345 Grand Avenue
Kansas City, MO 64108

RE: MUR 2582
David K. Hamilton

Dear Mr. Calvert:

On February 25, 1988, the Federal Election Commission ("Commission") found reason to believe that your client, David K. Hamilton, violated 2 U.S.C. §§ 441f and 441b. On December 12, 1991, the Commission found probable cause to believe that your client knowingly and willfully violated 2 U.S.C. §§ 441f and 441b.

After considering the circumstances of this matter, the Commission exercised its prosecutorial discretion to take no further action against your client. This case was evaluated objectively relative to other matters on the Commission's docket. In light of the information on the record, the relative significance of the case, and the amount of time that has elapsed, the Commission determined to close its file in this matter on July 5, 1995.

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If you have any questions, please contact Alva E. Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

9504368289 3

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

Ronda Dumovich
9905 Parkview Avenue
Kansas City, Kansas 66109

RE: MUR 2582
Ronda Dumovich

Dear Ms. Dumovich:

On December 16, 1988, the Federal Election Commission ("Commission") found reason to believe that you violated 2 U.S.C. § 441f.

After considering the circumstances of this matter, the Commission exercised its prosecutorial discretion to take no further action against you. This case was evaluated objectively relative to other matters on the Commission's docket. In light of the information on the record, the relative significance of the case, and the amount of time that has elapsed, the Commission determined to close its file in this matter on July 5, 1995.

The confidentiality provisions of 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record prior to receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva E. Smith at (202) 219-3400.

Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

Celebrating the Commission's 20th Anniversary
YESTERDAY, TODAY AND TOMORROW
DEDICATED TO KEEPING THE PUBLIC INFORMED

9504368284

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 6, 1995

Merett Ross
13835 S. Acuff Lane
Olathe, Kansas 66061

RE: MUR 2582
Merett Ross

Dear Ms. Ross:

On February 25, 1988, the Federal Election Commission ("Commission") found reason to believe that you violated 2 U.S.C. § 441f.

After considering the circumstances of this matter, the Commission exercised its prosecutorial discretion to take no further action against you. This case was evaluated objectively relative to other matters on the Commission's docket. In light of the information on the record, the relative significance of the case, and the amount of time that has elapsed, the Commission determined to close its file in this matter on July 5, 1995.

The confidentiality provisions of 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record prior to receipt of your additional materials, any permissible submissions will be added to the public record when received.

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Sincerely,

Mary L. Taksar

Mary L. Taksar
Attorney

Celebrating the Commission's 20th Anniversary

YESTERDAY, TODAY AND TOMORROW
DEDICATED TO KEEPING THE PUBLIC INFORMED

9503682805

GCC 9004

TRANSCRIPT OF PROCEEDINGS

FEDERAL ELECTION COMMISSION

- - - - - - - - - - - - - - - - - - -x

IN RE:

MATTER UNDER REVIEW

NUMBER 2582

- - - - - - - - - - - - - - - - - - -x

RECEIVED
FEDERAL ELECTION COMMISSION
88 APR -7 AM 11:30

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DEPOSITION OF CYNTHIA GALEMORE

Kansas City, Missouri

Tuesday, March 29, 1988

ACE-FEDERAL REPORTERS, INC.
Stenotype Reporters
444 North Capitol Street
Washington, D.C. 20001
(202) 347-3700
Nationwide Coverage
800-336-6646

FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF CYNTHIA GALEMORE, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 29th day of March, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

JANENE M. HILL, C.S.R.,

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

95043682807

APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 East Street, N.W., Washington, D.C. 20463.

Appearing for the Respondent was MR. RANDALL D. CRAWFORD of KOELLING & CRAWFORD, P.C., Suite 202, 5950 North Oak Trafficway, Kansas City, Missouri 64118.

INDEX

WITNESS:

CYNTHIA GALEMORE

Examination by Ms. Beard 3

EXHIBITS:

C. Galemore Deposition Exhibit 1 8

9504368288

CYNTHIA GALEMORE,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MS. BEARD:

Q. Can you please state your name.

A. Cynthia Galemore.

Q. Have you ever had your deposition taken before?

A. No.

Q. Let me explain it to you a little bit what's going to happen. I'll be asking you a series of questions and the court reporter will be taking down everything that we say, and since she can only take down words, I'm going to need you to respond in a complete yes or no instead of nodding your head yes or no.

A. Uh-huh. Like that.

Q. Exactly. And if you don't understand a question or cannot hear me, please let me know and I'll repeat it or rephrase it. Are you being represented by counsel today?

A. Yes.

Q. Can you tell me what his name is?

A. Randall Crawford.

9504368289

Q. Are you married?

A. Yes.

Q. And what is your spouse's name?

A. Dale Galemore.

Q. And what is your current address?

A. 1613 Frontier Lane, Olathe, Kansas.

Q. That's your home address?

A. Yes.

Q. Or business address?

A. Also my work.

Q. What's your phone number?

A. [redacted]

Q. And what's the area code?

A. [redacted]

Q. You just mentioned that your home address is also where you work?

A. Uh-huh.

Q. What kind of work do you do?

A. I'm a homemaker. I also right now babysit an infant.

Q. So is that part time?

A. No, it's full time.

Q. So the child is dropped off each day and picked up later in the day?

A. Yes, I'm a registered nurse, chose to

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stay [redacted]e for a few years wh[redacted]e my children are young.

Q. How long have you been babysitting infants?

A. Just since December. This is the first child I've ever kept.

Q. So December of '87?

A. That's correct.

Q. Before that did you work?

A. I have not worked since October 23rd, 1984, when my second child was born.

Q. What did you do before October 23rd, 1984?

A. I was employed as a registered nurse. The year of 1984 I worked Thursday mornings, all day Fridays in a doctor's clinic. I was a family physician's nurse, office nurse. From 1980, June of 1980 until that time, December of 1983, I worked full time at Neosho Memorial Hospital.

Q. I'm sorry, what was the name of the hospital?

A. Neosho Memorial Hospital.

Q. Can you spell that?

A. Neosho is the name of the county.

9504308290 1

N E O H O Memorial Hospital which is in Chanute, Kansas. It's a small, like 80-bed hospital. The majority of the time I worked in the obstetrics unit.

Q. And then you stopped working there in December of '83 and began working --

A. December, right.

Q. And then you began --

A. I got a job offer at the clinic and I wanted to cut down my hours and I made the change.

Q. During 1984 when you were working in the clinic, what was your salary?

A. My salary at that time was about $6 an hour and I worked 12 hours a week.

Q. You said you were a registered nurse?

A. Uh-huh.

Q. Did you get a college degree in that?

A. Yes, I have a BSN, bachelor of science in nursing, Pittsburg State University. I attended all three years there.

Q. That's here in Kansas?

A. Uh-huh, Pittsburg, Kansas.

Q. I should say there in Kansas since we're in Missouri, I'm sorry. And did you have

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any other education besides that, I mean above high school?

A. No.

Q. Did your husband ever work for Birdview Satellite Communications, Incorporated?

A. Yes, he did.

Q. Did he work for them during 1984?

A. Yes, he did.

Q. And that was in Chanute?

A. Yes, he did. Well, it was until -- we did move to Olathe in December of '84 when he was transferred, so the whole year was not in Chanute.

Q. And the clinic you worked for was in Chanute too?

A. Yes. Do you need the name of it?

Q. No. That's fine. Have you ever been involved in politics?

A. In politics, is that your question?

Q. In politics, uh-huh.

A. No, I have not.

Q. Do you consider -- do you follow political events in the news at all?

A. I try to stay informed.

Q. Have you ever made a contribution to a

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political campaign?

A. Yes, I have.

MR. BEARD: Giving the court reporter a document to mark as Exhibit 1.

(Whereupon, C. Galemore Deposition Exhibit 1 was marked by the reporter for identification.)

Q. (By Ms. Beard) Can you please describe the piece of paper I'm handing you as Exhibit 1, can you describe what it is?

A. This is a check made to the Dole campaign, Dole for Senate.

Q. Is that your signature?

A. It is my signature, Cynthia A. Galemore is my signature.

Q. And did you sign -- this is a photocopy of the check. Did you sign the original of this check?

A. Yes, I did.

Q. And how much is the check made payable for?

A. It is made payable for the amount of $1,000.

Q. And what date is the check dated?

A. June 11th, 1984.

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Q. Did you write in the amount, the date and the person it was made payable to; is that your writing?

A. No, that is my husband's writing.

Q. When you signed the check, was the check already filled in?

A. No, the check was not filled in --

Q. So it was --

A. -- when I signed it.

Q. It was blank?

A. The check was blank.

Q. Did you know what the check was going to be for --

A. Yes.

Q. That it was for the Dole for Senate campaign?

A. Yes.

Q. Did you know what the dollar amount was going to be?

A. Yes.

Q. You knew it was going to be $1,000?

A. Uh-huh.

Q. Why did you decide to contribute $1,000 to the Dole for Senate compaign?

A. Because we found out that was the most

95043680290 5

you could legally contribute allowed by law.

Q. The "we" is your husband and yourself?

A. My husband and myself, yes, found -- looked into that to see what was the legal amount that you could donate.

Q. How much did you look into that?

A. He mainly found out by talking to his employer, one of his employers.

Q. Do you know who he spoke to?

A. Roger Mason.

Q. Did you discuss making the contribution with your husband before it was made?

A. Yes, we did.

Q. Can you tell me what you said and what he said in that discussion?

A. As I remember, he one evening told me that he was being encouraged to contribute to the Dole campaign. He also told me that they had told him he was receiving a bonus according to his job performance, and we discussed whether or not to give to Dole. He told me the reasons why his company was encouraging him to give.

Q. You said they told him he was getting a bonus?

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A. Uh-huh.

Q. Do you know who the "they" was?

A. I believe all his conversations he told me was Roger Mason told him he was receiving a bonus.

Q. Okay. Do you remember what kind of reasons he told you the company gave him for giving that was mentioned?

A. Job performance.

Q. No, not for the --

A. The reasons for contributing to the Dole campaign?

MR. CRAWFORD: What was the question?

A. Ask the question again.

Q. (By Ms. Beard) I believe you said earlier that you and your husband discussed reasons why the company was encouraging you and your husband to contribute to the Dole campaign?

A. Reasons, yes.

Q. Can you tell me what those reasons were?

A. Uh-huh, I sure will. If you're familiar at all with the satellite industry you know about the scrambling issue, and that was

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the time when scrambling was starting. I shared this with Randall.

Chanute was a small town. This was the only industry really booming at the time in the town. About everybody knew somebody employed at Birdview or themselves were employed or had a friend employed or relative, and this was a big topic all over town, was, you know, scrambling is starting and this is going to be the downslide of this company.

It was not something just talked about by Dale and I but was talked about by the whole community and was a concern, and the feeling was that Dole was a friend in this aspect, friend of the satellite industry. He was going to try to see that legislation did not go through congress that would allow scrambling and that in turn we thought would definitely safeguard Birdview's future.

Q. So that was the reason why you decided to make --

A. Was because of the concern over the scrambling issue and that Dole would help stop that.

Q. Did you ever make a political

9504368290 8

contribution before --

A. No.

Q. -- this one? Did you ever consider making one before this time?

A. Not seriously consider.

Q. Did you ever make a political contribution after --

A. No, we haven't.

Q. -- this contribution? Did you ever consider making one afterwards?

A. We have not strongly considered making one since then.

Q. Did you and your husband when he first approached you about making the contribution, did you write the check that day?

A. No.

Q. What happened the first time you discussed it?

A. I can't absolutely remember. We just talked about it for a while, whether that was something we felt we could do, wanted to do with our money.

Q. So you did not make a final decision?

A. We did not make a final decision the first day he came home and talked to me about

9504368 2909

this.

Q. At that time did he tell you how much of a bonus or salary adjustment he would be receiving?

A. I can't remember if he knew the exact amount, but he said he thought the bonus was going to be somewhere in the range of $3,000.

Q. At that time did you have a lot of money -- how much money did you have in savings?

A. We had a money market at that time which I believe had about $3400 in it. Our checking account had about 1300. We also had some savings in a credit union, teacher's credit union which I think we had about $1,000 savings in it.

Q. So then making $1,000 contributions each was a considerable amount of money to you?

A. I would say that making that was possible for us. We did have funds available to make that contribution, but it did -- it did take our thoughtful consideration.

Q. So you weighed it carefully before you decided to do it?

A. Right, we did.

Q. The first time that your husband

9504368 2910

discussed the contribution was one night you said he came home from work?

A. Uh-huh.

Q. When was the next time --

(Whereupon, there was a discussion off the record.)

Q. (By Ms. Beard) You mentioned that your husband talked to you about making a contribution one night after he came home from work?

A. Yes.

Q. When was the next time that you and your husband discussed making a contribution?

A. I think we discussed it often, probably every evening for a while we talked about it.

Q. What kind of things would you talk about in regard to making the contribution?

A. Well, whether we wanted to use bonus money, use that much money to give to a political campaign. I asked him if he knew some of the legalities about it, what was the legal amount you could give, questions about his bonus, that type of thing.

Q. And when did you decide to make the

9504368291 1

contribution in relation to the first conversation?

A. I would say we were leaning towards making the decision that whole time from when he first talked about it. We were pretty much both positive about this was something we had decided we were going to do.

Q. When was the final decision made that you actually wanted to do it?

A. The final decision was made the evening Dale got the call from Roger and he said, Are you going to make the contribution? Dale said, Yes, we think we are. Could you come down today and make the contribution? And Dale said, Yes.

Q. Do you know if that was June 11th, the date the check was dated?

A. Yes.

Q. Was it unusual for Mr. Mason to call your husband at home?

A. No, it wasn't unusual.

Q. How often would he get calls at home; would it be on a weekly basis that he'd get a call from Mr. Mason at home?

A. I'd say monthly, more monthly type

9504368 2912

basis. It's a small town. People communicate a lot and more frequently than in bigger areas.

Q. So your husband received a call from Mr. Mason one evening after work?

A. Yes, which was June 11th.

Q. Right. And then he had you sign a blank check?

A. We talked about it again before we knew that Roger had asked him how much -- If you want to give, would you please come down and give your contributions tonight, and I again wanted Dale to check with him for sure that this was legal before he actually gave him the checks, and so he said, I will. I will decide for sure what amount we want to give while I'm talking to him.

So I was fairly certain we were going to both give the thousand dollars, but I left that final decision up to Dale to decide after he talked with Roger that evening.

Q. What were your concerns regarding whether the contribution was legal or not?

A. I didn't know if an employee could use a bonus they received to make a legal contribution, and I wanted him to be sure that

9504368 2913

was l[illegible]l, that you could use a bonus, receive a bonus to make a political contribution.

Q. So then you were planning to use the funds from the bonus to make the contribution?

A. Obviously we knew he was receiving the bonus and we had weighed, knew that it was going to be a similar amount to each of us giving $1,000 and weighed the decision of do we want to use the bonus for this or not.

Q. If your husband had not received the approximate $3,000 bonus --

A. Uh-huh.

Q. -- do you think that you would have contributed $1,000 each?

A. I would have gone along probably with what Dale wanted. If he felt it was really going to be helpful for the company that we give that money, it was his future, we probably would have. I would have gone with what he decided. If he would have said, I want us to make that contribution, I would have said, Okay.

Q. Going back to the night of June 11th when your husband received a call from Mr. Mason, he told your husband that he had to come back down that night to make the

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contribution?

A. He asked him to.

Q. Did that strike you as unusual?

A. It didn't strike me either way.

Q. Did your husband often have to go back to the office after he got home from work?

A. We lived four blocks from there. So it was quite easy to run in and do some bookwork.

Q. When your husband came back from his meeting with Mr. Mason, did he discuss the meeting with you?

A. Yes.

Q. And what did your husband tell you?

A. That he had filled out the checks for $1,000 for both of us to the Dole for Senate campaign, that he had talked with Roger before he did it and was assured by him that what we were doing was legal. That was about all of our conversation about that matter.

Q. How long was he gone, do you remember?

A. I do not remember the exact time he was gone.

Q. Do you recall if your husband told you anyone else was present at his meeting with

9504362915

Mr. M[redacted]n?

A. No. I do not remember.

Q. I'm sorry, you said you do not remember?

A. I do not remember if he told me if anybody else was present.

Q. Okay. After your husband first approached you, going back to the beginning of June when your husband first told you about the possibility of making a contribution to the Dole campaign, did you discuss that possibility of making a contribution with anyone else aside from your husband?

A. Not that I can think of.

Q. You didn't discuss it with any family members or friends?

A. Well, his mother lived right in town. So we might have discussed it with her. But I cannot say for certain I discussed this with anybody.

Q. After the time you actually made the contribution, did you ever discuss any contribution with anyone aside from your husband and of course your attorney?

A. Yes, I discussed it of course -- we

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probably have talked with his mother more about it, but I know I have talked to my father about it.

Q. Your father?

A. Uh-huh.

Q. Can you tell me what you talked to your father about concerning the contribution?

A. Well, my father's first degree in college was accounting. He now is a -- he then later went back and got his master's in administration. For 20 years he's been in the school system, but he has always helped Dale and I prepare our taxes. So we had to discuss it with him because when we were -- he was helping us do our taxes for that year, we went over our political contributions.

Q. Do you remember what was said when you talked to your father about it; did you show him the check and that was it, or was there any kind of discussion at all?

A. No, we just discussed the normal things, how much of this can you deduct from your taxes, the political contribution that you gave, and of course the bonus was included on Dale's wages for the year and --

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Q. Do you remember when this discussion occurred?

A. With my father?

Q. Yeah.

A. No. It would have been probably sometime in '85 when we were doing '84 taxes, but I do not remember exactly for sure when the discussion occurred.

Q. Did your father say anything about the legality of the contribution?

A. Not that I remember.

MS. BEARD: Can we go off the record for a minute.

(Whereupon, there was a discussion off the record.)

Q. (By Ms. Beard) Going back to the night of June 11th?

A. Uh-huh.

Q. When your husband went to meet with Mr. Mason at the Birdview plant in Chanute, I asked you earlier about what was said when he came back, and you mentioned that he said he filled out the checks for $1,000 each?

A. Uh-huh.

Q. And that he talked to Mr. Mason about

9504368291 8

the l[illegible]lity of it?

A. Uh-huh, correct.

Q. Do you recall anything else that was discussed by you and your husband concerning the contribution when he came back?

A. No.

Q. Do you recall if your husband said if Bud Ross was at the plant that night?

A. No.

Q. Do you recall if your husband said that David Owen was --

A. No.

Q. -- there that night? You have a right to read your transcript and sign it, and it's up to you whether you want to use that right or waive it.

MR. CRAWFORD: No, we will use that right. We will not waive the right.

Q. (By Ms. Beard) I'm handing you a check in the amount of $38.40 for witness fees and mileage.

A. Thank you.

Q. And I'm going to continue the deposition. There may be a possibility that we will want to talk to you again. I don't know if

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that will happen or not.

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_____

CYNTHIA GALEMORE

Subscribed and Sworn to before me this _____ day of _____, 1988.

_____

Notary Public

County of _____

State of _____

C E R T I F I C A T E

I, JANENE M. HILL, a Notary Public of Lafayette County, Missouri, do hereby certify:

That prior to being examined the witness, was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this 4th day of April, 1988.

Janene M. Hill

JANENE M. HILL, CSR
Notary Public Lafayette County
State of Missouri

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TRANSCRIPT OF PROCEEDINGS

FEDERAL ELECTION COMMISSION

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IN RE:

MATTER UNDER REVIEW

NUMBER 2582

- - - - - - - - - - - - - - - - - - -x

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DEPOSITION OF JOY SMALL

Kansas City, Missouri

Monday, March 28, 1988

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF JOY SMALL, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 28th day of March, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

JANENE M. HILL, C.S.R.,

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

95043682924

APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 East Street, N.W., Washington, D.C. 20463.

The Respondent appeared pro se.

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WITNESS:

JOY SMALL

Examination by Ms. Beard 3

EXHIBITS:

J. Small Deposition Exhibit 1 3

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(Whereupon, J. Small Deposition Exhibit 1 was marked by the reporter for identification.)

JOY SMALL,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MS. BEARD:

Q. Will you please state your name.

A. Joy Small.

Q. Have you ever had your deposition taken before?

A. No.

Q. Let me explain to you a little bit about what's going to happen. I'm going to be asking you a series of questions, and the court reporter is going to take down everything that you say and I say and will then type a written transcript of it. Since she is going to be typing a transcript, she'll only take down verbal responses. So a nod of the head, she can't take down. So I'll need you to give a verbal response.

If I ask you a question that you don't understand, please tell me and I will rephrase

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it, and if I ask you a question you can't hear, please tell me and I'll say it louder. Also if you need to take a break, let us know and we'll take a break, and if you don't remember any information, tell us you don't remember, or if you realize that you've given an inaccurate or incomplete answer, let us know. We can go back and you can add in that extra information. Do you understand these instructions?

A. Yes, I do.

Q. Do you understand that you're allowed to have an attorney with you today?

A. Yes.

Q. And I notice you don't have an attorney with you?

A. We felt it wasn't necessary.

Q. What is your address?

A. 109 North Forest, Chanute, Kansas.

Q. And that's your home address?

A. Yes, it is.

Q. And what is your telephone number?

A. [redacted]

Q. Are you currently employed?

A. Yes, I own a business.

Q. What kind of business do you own?

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A. It's home decorating business.

Q. How long have you owned it?

A. We opened in September of '86.

Q. Were you employed before then?

A. Not for the last six years. I was a housewife.

Q. So back before 1980?

A. Uh-huh.

Q. That's correct?

A. Yes, that's correct.

Q. Did you attend college?

A. No, I did not.

Q. So you have a high school diploma?

A. Yes.

Q. That's your highest level of education?

A. Yes.

Q. Did you do anything specially to prepare for the deposition today?

A. No.

Q. Did you talk to anyone about it?

A. Just when we received the notice, we took it to the lawyer and talked to him.

Q. And you talked to your husband also?

A. Yes.

9504368 2928

Q. And that was it?

A. Yes.

Q. Okay. Your husband was employed by Birdview Satellite Communications, Incorporated?

A. That's correct.

Q. From what date -- do you know what date he started?

A. No, I don't remember the exact date.

Q. Was it early 1980s?

A. Yeah.

Q. And do you know when he quit or left the company?

A. It was in July of '86.

Q. July of '86?

A. Uh-huh.

Q. Again, could you say yes or no.

A. Yes, July of '86.

Q. Have you ever been involved in politics, either as a volunteer or campaign worker that was paid?

A. No.

Q. Have you ever made a political contribution?

A. No.

Q. You've never made --

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A. Other than this one to Senator Dole.

Q. Okay. So aside from that?

A. That's --

Q. There were no others?

A. No.

Q. I'm going to hand you a premarked exhibit, Exhibit No. 1. I'd like to have you take a look at that please, and can you tell me what it consists of.

A. It's a note from Senator Dole to thank us for our contribution and a copy of our checks.

Q. And the checks are for what amount?

A. $1,000 each.

Q. And they're made payable to --

A. Dole for Senate campaign.

Q. And did you sign one --

A. Yes.

Q. -- of those checks?

A. Yes, I did.

Q. And that was in June of 1984?

A. Yes.

Q. Why did you make $1,000 contribution to the Dole for Senate campaign?

A. Steve asked me to do it.

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Q. Can you it tell me about the conversation that took place?

A. Earlier in the week we had received a phone call, I believe at the time it was from Steve Phillips, his -- would be his superior in the company mentioning that it had been requested that we donate some money to the Dole campaign, and at that time he put him off and said that, you know, we didn't really think it was a good idea. We didn't want to do it. It wasn't our idea, and that was all we heard for a few days, and then later Mr. Ross came to Chanute, and on that day Steve came home for lunch and said that we needed to write the checks.

Q. The first phone call that your husband received was at his home or --

A. It was at work.

Q. And he told you that had occurred?

A. Yes, uh-huh.

Q. And so then your husband came home at lunch to have you write a check?

A. Yes, it was a few days later or it might have even been a week.

Q. Was it normal for him to come home at

9504368 2971

lunchtime?

A. Oh, yeah, we ate lunch together every day.

Q. How did you feel about writing the $1,000 check?

A. I didn't want to do it.

Q. Is there any particular reasons why you did not want to do it?

A. Well, No. 1, because I don't like someone telling me to do something, and I would like for it to be my idea if I want to give some money to a campaign.

Q. Were you told that your husband and you would be reimbursed to --

A. Steve said that we would receive a check to cover the 2,000.

Q. Did that strike you as strange?

A. I didn't think it was right, no.

Q. Did you receive any kind of documents from Birdview Satellite Communications, Incorporated, about your check --

A. No.

Q. -- at all?

A. Not that I'm aware of.

Q. Never saw anything in writing?

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A. Huh-uh.

Q. Say yes or no to that.

A. No, I'm sorry.

Q. You have a right as a deponent to review your deposition once the transcript is typed up and you can make any changes on it if you want to make any changes or else you can waive that right. It's up to you. Would you like to look it over?

A. I don't think so.

Q. Okay. So then you're waiving your right?

A. Yes.

Q. I'm handing you a check for $80.82 which is the witness fee plus mileage.

A. Okay.

Q. And pursuant to Title 2, United States Code Section 437g all investigations made by the commission are confidential, and so I just wanted to let you know of that, and so we will not be discussing this with people who are not involved with the commission.

A. Okay.

Q. Okay? I think I'm going to dismiss the deposition now.

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A. Okay.

Q. That's it.

A. Thank you.

(Whereupon, it was stipulated by counsel and the witness that submission of the transcribed deposition to the witness for examination, reading and signing is waived and that said deposition shall possess the same force and effect as though read and signed by the witness.)

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C E R T I F I C A T E

I, JANENE M. HILL, CSR, a Notary Public of Lafayette County, State of Missouri, do hereby certify:

That prior to being examined the witness, was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this 14th day of April, 1988.

Janene M. Hill

JANENE M. HILL, CSR,
Notary Public Lafayette County
State of Missouri

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ORIGINAL

TRANSCRIPT OF PROCEEDINGS

FEDERAL ELECTION COMMISSION

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IN RE:
MATTER UNDER REVIEW
NUMBER 2582
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DEPOSITION OF DARLENE HACKEROTT

Kansas City, Missouri

Wednesday, March 30, 1988

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF DARLENE HACKEROTT, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 30th day of March, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

JANENE M. HILL, C.S.R.,

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

95043682937

APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 East Street, N.W., Washington, D.C. 20463.

Appearing for the Respondent was MR. JOHN C. NOONAN of STINSON, MAG & FIZZELL, 2100 Boatmen's Center, Kansas City, Missouri 64105.

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WITNESS:

DARLENE HACKEROTT

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EXHIBITS:

D. Hackerott Deposition Exhibit 1 3

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(Whereupon, D. Hackerott Deposition Exhibit 1 was marked by the reporter for identification.)

DARLENE HACKEROTT,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MS. BEARD:

Q. Will you please state your name.

A. Darlene, D A R L E N E, Hackerott, H A C K E R O T T.

Q. Have you ever had your deposition taken before?

A. No, I have not.

Q. Then let me tell you a little bit about what's going to happen. The court reporter is going to take down everything that's said, and because of that, you need to speak in words because she can't take down nodding of the head and things like that. If you don't understand a question or don't hear me, please let me know and I will repeat it or rephrase it. Are you being represented by counsel today?

A. Yes.

Q. Can you tell me your counsel's name?

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MR. NOONAN: My name is John Noonan. I'm with the firm of Stinson, Mag & Fizzell.

Q. (By Ms. Beard) What is your address?

A. 512 South Sunset, Chanute, Kansas.

Q. And that is your home address?

A. Yes.

Q. And what is your telephone number?

A. [redacted]

Q. And that is your home phone number?

A. Yes.

Q. Are you married?

A. Yes.

Q. Can you tell me your husband's name?

A. Edward Hackerott.

Q. Are you currently working?

A. No, I am not.

Q. When was the last time that you had outside employment?

A. I believe it was in '83, 1983.

Q. And what were you working as in 1983?

A. I was a salesperson in a gift shop, children and infants gift shop.

Q. And that gift shop was in Chanute?

A. Right.

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Q. And were you working throughout all of 1983?

A. Yes, up until probably October.

Q. And when did you start working at the gift shop?

A. Let's see, I would have to go back. 1976.

Q. And did you work part time --

A. Part time.

Q. -- or full time? And approximately during 1983 about how many hours a week would you work?

A. 20.

Q. And during 1983 what was your salary per hour if it was hourly?

A. It was minimum wage.

Q. Did you attend school after high school?

A. I took college courses.

Q. Did you get part way towards a degree or just randomly?

A. I just did it as a hobby. It was like -- I probably have nine hours.

Q. Aside from talking to your husband and your attorney about today's deposition, did you

9504368 2911

talk to anyone else about it?

A. No, I have not.

Q. Did you look at any documents to prepare for the deposition today?

A. Just the ones that our attorney has.

Q. And those being what was sent?

MR. NOONAN: Marked as Exhibit 1 at Mr. Edward Hackerott's deposition earlier today.

Q. (By Ms. Beard) Okay. Was your husband employed by Birdview Satellite Communications, Incorporated?

A. Yes, he was.

Q. Was he employed there during 1983?

A. Yes.

Q. Have you ever been involved in politics as a volunteer or working on a campaign or anything?

A. Not that I can recall.

Q. Have you ever made a contribution to a political candidate or political campaign?

A. Yes.

Q. And when did you make that contribution?

A. In December of 1983.

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Q. I'm going to pass you a two-page document which has been marked as Exhibit No. 1 in this deposition which you can look at for a few seconds.

MR. NOONAN: Off the record.

(Whereupon, a discussion was held off the record.)

Q. (By Ms. Beard) Can you look at the first item on the first page?

A. Yes.

Q. And can you describe that to me?

A. It's a check dated December 14, 1983, paid to the order of Dole for Senate, $1,000.

Q. And it's a photocopy of a check?

A. Right, photocopy.

Q. And is that your signature?

A. Yes, it is.

Q. And just to clarify, the second page appears to be the back of the checks?

A. Yes.

Q. What circumstances led up to your writing $1,000 check to the Dole for Senate campaign?

A. My husband came home and said that he had been approached at work to give a

9504368 2943

contribution and that it was also suggested that I give one, and --

Q. Did your husband say who had approached him?

A. Mr. Bud Ross.

Q. Bud Ross being Charles A. Ross?

A. Charles A. Ross.

Q. And did you and your husband discuss then whether or not you were going to make a contribution?

A. Yes, yes, we discussed it.

Q. Do you recall the substance of the conversation that you had?

A. I probably was not real thrilled about it, but I did do it, and it was suggested that -- he suggested to me that it was in the best interest of his job.

Q. Did your husband say anything to you about his concern he might lose his job if he didn't make the contribution?

A. Not in those words, but it was -- the feeling I got was that this is the way it would be.

Q. Would you consider writing $1,000 check a considerable expense?

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A. Yes.

Q. So then it would be something you would think careful about before you did it or would do it?

A. Yes.

Q. Do you recall if you wrote the check that first time your husband mentioned it to you or did some time pass before you wrote the check?

A. No, I did it right then.

Q. And do you recall how long the conversation you had with your husband lasted?

A. No, I don't recall.

Q. Do you recall if your husband mentioned anyone else's name besides Charles Ross'?

A. No, I don't recall.

Q. And do you recall if your husband mentioned whether you'd be receiving reimbursement from the company for making the contribution?

A. No. No, he did not indicate that to me.

Q. After you made the contribution or after you wrote the check for the contribution,

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did you talk to anyone else about making the contribution?

A. No, I did not.

Q. You didn't talk to any family members aside from your husband?

A. No, I did not.

Q. Any friends?

A. No, I did not.

Q. Did your husband ever discuss with you again the making of this contribution?

A. No.

MR. NOONAN: I think we better be clear on the point of time.

Q. (By Ms. Beard) Since any time. I mean not up to the present but right before you got the letter from the commission. From the time you wrote the check up until you got the letter from the commission, did you ever discuss making the contribution again?

A. Well, we talked -- he told me later that we had been reimbursed.

Q. Do you remember when he told you that?

A. I really can't recall.

Q. Was it within the last year or was it back when all these events occurred?

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A. It was probably somewhere in that time frame when it happened.

Q. So it would be back then like 1983, early 1984?

A. I would think so.

Q. Okay. Do you recall what your husband said when he told you that you both had been reimbursed?

A. I really can't recall the exact conversation.

Q. Do you recall what the gist -- I mean the gist of it, whether there was any concern about being reimbursed as all?

A. There was concern at the time that we made the contribution as far as my -- I can remember saying, Is this why we're giving two checks is because it will be a legal thing?

Q. Uh-huh.

A. The reimbursement, I really -- I really don't recall that . . .

MR. NOONAN: Finish your sentence.

A. I really don't recall that there was concern on my part that we had done something illegal because I just -- I had no thought that

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it was illegal.

Q. (By Ms. Beard) You just mentioned that you were concerned when you wrote the check?

A. Yes.

Q. You mentioned that you were concerned because it had to be in two different checks?

A. Right.

Q. Were there any other concerns that you had?

A. That was the big concern that we were -- the big concern was that we were doing something legal and this is what I thought.

Q. Okay. I'm going to be handing you a check for witness fees and mileage in the amount of $80.82.

A. Thank you.

Q. And all -- this deposition is being taken pursuant to a subpoena issued by the Federal Election Commission under Section 437g of Title 2 of the United States Code, and pursuant to that section all investigations done by the commission remain confidential while the file is open, and so I'm letting you know that there is a confidentiality provision which

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should not be breached, and I'm not going to close the deposition. Instead I'm going to continue it because there is a possibility that we may want to talk to you again sometime down the line, and you have the right to read your deposition transcript if you want to, and maybe your attorney would like to discuss whether you want to exercise the right or waive it.

MR. NOONAN: Since we're having your husband read his, we'll have you read yours too just to make sure it's accurate, and I'm sure it will be, and then you can sign it and we'll promptly return it.

THE WITNESS: Okay.

Q. (By Ms. Beard) Okay. Then we'll continue the deposition just in case we decide we want to talk to you again.

A. Okay.

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Darlene Hackerott

DARLENE HACKEROTT

Subscribed and Sworn to before me this 18th day of May, 1988.

Sharon L. Yancey

Notary Public

County of JOHNSON

State of KANSAS

SHARON L. YANCEY
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Expires Sept. 1, 1991

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CERTIFICATE

I, JANENE M. HILL, a Notary Public of Lafayette County, Missouri, do hereby certify:

That prior to being examined the witness, was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this 4th day of April, 1988.

Janene M. Hill

JANENE M. HILL, CSR

Notary Public Lafayette County

State of Missouri

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ORIGINAL

TRANSCRIPT OF PROCEEDINGS

FEDERAL ELECTION COMMISSION

- - - - - - - - - - - - - - - - - - - -x

IN RE:

MATTER UNDER REVIEW

NUMBER 2582

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DEPOSITION OF EDWARD HACKEROTT

Kansas City, Missouri

Wednesday, March 30, 1988

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF EDWARD HACKEROTT, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 30th day of March, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

JANENE M. HILL, C.S.R.,

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 East Street, N.W., Washington, D.C. 20463.

Appearing for the Respondent was MR. JOHN C. NOONAN of STINSON, MAG & FIZZELL, 2100 Boatmen's Center, Kansas City, Missouri 64105.

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WITNESS:

EDWARD HACKEROTT

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Hackerott Deposition Exhibit 1 3

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(Whereupon, Hackerott Deposition Exhibit 1 was marked by the reporter for identification.)

EDWARD HACKEROTT,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MR. BLESSINGTON:

Q. Could you please state your full name.

A. Edward Hackerott.

Q. And you have a right to be represented by counsel. I notice you have counsel here today?

A. Yes.

Q. Could you identify him, please.

A. Yes, this gentleman is Mr. Noonan.

MR. NOONAN: I'm John Noonan with the firm Stinson, Mag & Fizzell.

Q. (By Mr. Blessington) My name is Daniel J. Blessington, and I'm representing the commission here today along with Susan Beard. This deposition is being taken pursuant to a Federal Election Commission subpoena issued in connection with an investigation under Section

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437g of Title 2 of the United States Code.

The statute provides that the confidentiality of this proceeding must be maintained until the commission closes its file. The investigation is designated Matter Under Review 2582.

I'm going to be asking you questions today to elicit information involving the commission's investigation of violations of the Federal Election Campaign Act of 1971 as amended. The questions will not necessarily be limited to your involvement, but will include information regarding other persons.

Please treat this as if you were in court of law in front of a judge and jury, and please give me verbal answers to questions. Nodding of the head and shaking of the head does not show up too well in a transcript.

Can you please tell me your current address?

A. 512 South Sunset, Chanute, Kansas.

Q. And your telephone number?

A. [redacted]

Q. And what is your marital status?

A. Married.

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Q. And can you tell me your wife's full name?

A. Darlene Hackerott.

Q. What is your current occupation, Mr. Hackerott?

A. I guess for lack of something better, a mid-life sabbatical.

Q. A mid-life sabbatical. So you're not working any more at the present time?

A. I'm not, no.

Q. When was your last job?

A. My last full-time job was with Birdview which terminated August -- I'm sorry, February 15th, 1984.

Q. And since that time you've done what?

A. I've done part-time work for Birdview as well as a couple other small businesses in Chanute.

Q. On a consulting basis?

A. Clerical, administrative, accounting-type work.

Q. As an employee or as a consultant?

A. In both.

Q. In both capacities?

A. Yes, uh-huh.

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Q. What's your educational background?

A. I have a Bachelor of Science degree in business administration.

Q. Any postgraduate work?

A. Correspondence course with International Accountant Society.

Q. And in preparing for the deposition today, have you discussed this matter with anyone?

A. My attorney, my wife.

Q. And have you reviewed any documents?

A. Those presented here along with the subpoena.

Q. So that's all you really have to look at?

A. Yes.

Q. Thank you. Now you've indicated you used to work for Birdview Satellite Communications, Incorporated?

A. Yes.

Q. When did you begin working there?

A. In the fall of 1981, probably about October '81.

Q. Now at that time how long had Birdview been in existence?

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A. The -- I believe the corporation was formed in March of '81.

Q. And how did you come to work for Birdview?

A. I'm sorry, I don't understand the question.

Q. What were the circumstances surrounding your taking employment with Birdview?

A. I was asked by Bud Ross to come in as the financial officer of the company.

Q. The financial officer?

A. Yeah.

Q. What specific position would that be?

A. Vice-president, finance.

Q. Vice-president, finance?

A. Uh-huh.

Q. Now said you were asked by Mr. Ross, who is Mr. Ross?

A. Bud Ross was the promotor and chief stockholder of Birdview.

Q. And that is Charles A. Ross?

A. Yes.

Q. And how did you know Mr. Ross?

A. I had worked for him previously at

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Custom Electronics.

Q. Custom Electronics?

A. Yes.

Q. Where was that located?

A. Chanute, Kansas.

Q. And what kind of work did you do there?

A. I was -- at one time I was the vice-president of finance and then later was replaced and worked as the accounting supervisor.

Q. And on the basis of that performance there you were asked by Mr. Ross to join Birdview?

A. Yes.

Q. Now you started with Birdview in October of 1981 and you stayed there until February 15th, 1984; were you vice-president of finance throughout that entire period?

A. No, sir.

Q. Could you please tell me the time you were vice-president of finance?

A. Until approximately August of '83.

Q. And in August of '83 what change took place?

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A. Earlier that year I had indicated to Mr. Ross that I wanted to -- didn't care to maintain the position of financial officer, that I thought we needed to have someone with more qualifications and certification, and we agreed and we hired an individual to replace me as the financial officer.

Q. And who was that individual?

A. David Hamilton.

Q. And he became at that point the vice-president?

A. Yes. Vice-president of finance.

Q. And what was your position at that point?

A. I got involved in setting up or researching and setting up a data processing system for the company utilizing the management services group of Touche Ross.

Q. What position did you hold --

A. I think.

Q. -- at that time?

A. I think officially I was given the title vice-president, administration.

Q. I see. And was there a salary change at that time?

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A. No.

Q. So you just kept your same salary?

A. I think so. There was a salary increase across the board for all officers somewhere in this time frame, but I don't recall exactly when it was, but there was no change in salary because of position change.

Q. So at that point you still were an officer of the corporation?

A. Yes.

Q. When you --

MR. NOONAN: Let's clarify that. You said he was an officer of the corporation. I'm not sure what you mean. He was given a title.

Q. (By Mr. Blessington) Well, I believe Mr. Hackerott indicated earlier that he was an officer and that all the officers had received an across-the-board raise, did you not say that?

A. Yes, I did indicate that.

Q. Do you consider yourself to have been an officer of the corporation?

MR. NOONAN: After August of '83, is that what you're getting at?

MR. BLESSINGTON: At any time now

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since you questioned my reference to his being an officer. I was really following up on what he said.

MR. NOONAN: I'm not trying to interfere.

MR. BLESSINGTON: That's quite all right.

MR. NOONAN: He was vice-president of finance till '83. I'm just not sure that the title vice-president of administration, if he was really an officer of the company or if that was simply a title. I don't know one way or another.

Q. (By Mr. Blessington) Maybe Mr. Hackerott would know that. Would you comment on that, please.

A. Well, I think from a practical point of view I was involved in the special project of trying to bring the computer system up.

Q. So while -- you considered that you had a fairly limited role after August of 1983; is that fair to say?

A. Yes.

Q. Now, if you could amplify a little bit on your reasons for not wanting to be

9504368 2996 3

vice-president of finance anymore, I would appreciate it.

A. It probably had to do with personal problems. As you understand, Birdview was a fast moving company with a lot of pressures and financial pressures, and I didn't feel I could cope with it. I had a lot of personal problems of this -- I'm -- not an outward health problem, but just a lot of problems handling it.

Q. You said it was a tremendous amount of pressure on the job?

A. Yes.

Q. On a day-to-day basis?

A. Very much pressure.

Q. What kind of pressures?

A. These were growth cash flow problems, this type of thing, you know, not so much the day-to-day accounting problems as it was the cash flow problems of the company.

Q. Did you disagree with management's approach to handling these problems?

A. Certainly in cash management I did.

Q. In what respect?

A. In respect that we were growing too fast for the amount of funds that we had

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available, and therefore, it was constantly, constantly search for funds to keep vendors paid and meet payrolls and this type of thing.

Q. Did you --

MR. NOONAN: I'm trying not to object, but it seems like we're getting pretty far afield here from the issue as I understand it.

MR. BLESSINGTON: Well, I indicated at the outset, we're asking questions involving not simply Mr. Hackerott's involvement, and we need some background frankly on the corporation.

MR. NOONAN: I'll try not to object. I'd appreciate it though if you didn't get too far afield.

MR. BLESSINGTON: Well, I'm not going to get any farther afield than I think necessary, and you're certainly free to state your objection for the record.

Could you repeat the question.

(Whereupon, the pending question was read by the reporter as requested.)

Q. (By Mr. Blessington) Mr. Hackerott, were you concerned at all about the proper

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accounting methods that were being used when you were in your position as vice-president of finance?

A. No, not accounting methods.

Q. So you weren't concerned about any inproprieties with respect to that?

A. No.

Q. You did indicate there was a cash flow problem?

A. Yes, I don't think it was a matter of methods or systems. It was a difference of opinion about the rate of growth of the company.

Q. I see. Now, during this time period that you were vice-president of finance, was there a particular individual that you would consider the head honcho, the boss of the company?

A. Charles Ross.

Q. Was that fairly clear?

A. Yes.

Q. How did you fit into that structure of the organization? Let me be more specific. There were a number of corporate officials at that time when Charles Ross was the head presumably. What was the decision making like

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there?

A. Well, I really don't know how generalized to get, but Bud made the decisions. There was a lot of discussions and a lot of meetings and a lot of sides presented, but the decisions ultimately came down from Bud.

Q. Was there a core group of people that met in advance of these decisions typically?

MR. NOONAN: Are you talking preAugust, 1983?

MR. BLESSINGTON: Yes.

MR. NOONAN: When he was chief financial officer?

MR. BLESSINGTON: Yes, precisely.

A. Yes, there was. The officers of the company met socially, business-wise, and it was an all-consuming -- it was an all-consuming job.

Q. (By Mr. Blessington) Can you tell me who the other individuals were that were officers?

A. Robert Owens was vice-president of marketing and at some period of time, and I can't tell you which -- when he was the executive vice-president, but my memory fades me

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as to which time, where that fit in. Steven Small was vice-president, manufacturing; Steve Phillips vice-president, engineering. At some point in time Roger Mason became an officer of the company, and I don't know what that time frame was.

Q. Was that while you were still vice-president of finance?

A. I can't really -- I don't recall whether Roger came in before that.

Q. But generally that would constitute the core group of decision makers, if you will, of the corporation?

A. The best of my knowledge, we're covering engineering, manufacturing, sales and accounting, and Bud as president. I believe that's the total.

Q. I see. Thank you. Mr. Hackerott, do you know a Robert Summerville?

A. Yes.

Q. Do you know where he lives?

MR. NOONAN: What's the last name?

MR. BLESSINGTON: Summerville.

MR. NOONAN: Summerville, okay.

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A. I think at the time that I knew him he was from Texas. I believe he was in Ft. Worth/Dallas area. He worked the state of Texas. In fact, I think he set up Texas dealerships for the southwest.

Q. (By Mr. Blessington) Have you heard from him recently?

A. No.

Q. Do you know a Wanda Bowman?

A. Yes.

Q. Who was Wanda Bowman?

A. Wanda Bowman was hired as Bud's administrative assistant sometime in 1985.

Q. Do you know where she lives today?

A. No, she may live with her parents or one of her parents in east Kansas City. No, I really don't know. I know at the time she was hired she had a home in east -- the east part of -- on the Missouri side of Kansas City, and she I believe sold that house and got her an apartment in Olathe, but -- at least that's where she lived when she used to be associated with Birdview.

Q. Now, you were vice-president of finance until sometime in 1980 --

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A. '83.

Q. '83?

A. Uh-huh, yes.

Q. Did you have a system for reimbursing expenses of employees?

A. Oh, yes.

Q. Could you describe it for me?

A. Well, I think in some cases employees received I believe a standard cash advance if they traveled a lot and then they would turn in their expense reports, approved expense reports and they would be reimbursed per the reports.

Q. Were there any expense accounts at Birdview?

A. I don't understand what you're saying.

Q. Well, did any employees have expense accounts?

A. Well, like I say, we would reimburse on actual expenses.

Q. And when you would reimburse on actual expenses, what kind of an approval process would an employee have to go through?

A. I think the immediate supervisor, it would be necessary for the immediate supervisor to approve it, and probably, I'm recalling from

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memory now, but I think in the majority of the cases it would have to go back up through the officer probably in charge of that.

Q. So one of the vice-presidents?

A. Close to that, yes, I guess. I might say with one exception and that was probably Bud.

Q. Were there any written policies on the use of -- or the expense account or expense reimbursement system?

A. We -- as I recall, we did have -- we had Touche Ross work with us on reimbursement allowances that fell within the IRS guidelines.

Q. And when was that?

A. As the company developed. I can't give you a specific date, but --

Q. Were you ever -- what was your role in the approval of requests for reimbursement?

MR. NOONAN: At what point in time?

MR. BLESSINGTON: Pardon me.

Q. (By Mr. Blessington) When you were vice-president of finance.

A. I think that the approval process

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would have been if the officer in charge of that area approved the expense, then it passed on through.

Q. Passed on through your department?

A. And then it would be monitored within my department as far as proper receipting and this type of thing.

Q. And so somebody that worked for you at that time would take a look to make certain that all the proper receipts were there?

A. Oh, yes, yes.

Q. Were you ever involved in questions regarding the propriety of any expense accounts or expense reimbursements?

A. Not to my knowledge.

Q. Can't recall? And to the best of your knowledge after you changed jobs in August of 1983, was the expense reimbursement system that you had in place still in place?

A. To the best of my knowledge. However, Mr. Hamilton certainly had the -- didn't have to check with me if he wanted to change something.

Q. Are you knowledgeable at all about any type of bonus program that Birdview had during the entire time you were employed there?

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A. I don't recall any.

Q. Do you recall hearing of anybody getting bonuses ever?

A. Not to the best of my knowledge.

Q. Did you ever receive a bonus yourself?

A. No, I don't believe I did.

Q. Mr. Hackerott, have you ever volunteered in a political campaign?

A. No.

MR. NOONAN: I'm sorry, I'm not sure I understand that question. Would you read it back.

(Whereupon, the pending question was read by the reporter as requested.)

MR. NOONAN: Maybe you and the witness understand. I don't know what the question means. You mean volunteered to work for a political candidate?

MR. BLESSINGTON: Yes.

MR. NOONAN: Okay.

MR. BLESSINGTON: It was a fairly broad question.

MR. NOONAN: Okay.

Q. (By Mr. Blessington) Before you went to work at Birdview, had you ever contributed

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money to a political campaign?

A. No.

Q. Could you tell me what your salary was when you began work at Birdview?

A. I think it was 36,000 a year.

Q. And did you have any increases in pay subsequent to that?

A. Yes.

Q. And what was your final rate of pay?

A. I think it was 60,000 per year.

Q. When did you get up to that level?

A. Well, there again, I can't give you the exact dates, but I think there was a progression. I think, as I recall, it went from 36 to 48 to I think it was raised to 60 just -- here again, I'm not really sure, but it wasn't too long before I left the company.

Q. Now while you were employed at Birdview, did you make any contributions to the Dole for Senate campaign?

A. Yes.

Q. Exhibit No. 1 which consists of two pages of documents you submitted to us, I'd like you to take a look at it, please.

A. (Reviews document.)

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Q. Now, there are copies of three items on page 1. Could you describe the top one for us, please.

A. It's a check paid to the order of Dole for Senate for $1,000 dated December 14th, '83, signed by my wife Darlene Hackerott.

Q. And going down, could you describe the next one.

A. It's a check paid to the order of Dole for Senate, $1,000, dated December 14th, '83, signed by myself.

Q. Could you explain the circumstances surrounding the contributions that are reflected by this, by the copies of these checks?

A. To the best of my knowledge and recollection, I was approached by Mr. Ross and asked that my wife Darlene and I each make $1,000 contribution to the Dole for Senate campaign, that the -- there was a lot of legislation in process that directly affected the company and that Mr. Ross thought that we could afford to do that.

Q. He felt that who could afford to do that?

A. That I could afford to make that,

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Darlene and I.

Q. You could afford to make the contribution?

A. Yes.

Q. And your wife could afford to make a contribution?

A. Yes.

Q. I wanted to distinguish that if necessary from Birdview.

A. Uh-huh.

Q. Do you recall when Mr. Ross approached you for the first time about this?

A. No, not exactly, but I assume it was just prior to this.

Q. And was anyone else present when he spoke to you about this?

A. Not to the best of my knowledge, no.

Q. Do you recall where he spoke to you about it?

A. I think it was in my office.

Q. At that time, were you at all concerned about the request?

A. Well, it was unusual for this to be made being the first time, and of course Bud knowing that Darlene and I are very conservative

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people and -- I guess answers your question.

Q. Well, I was wondering, you indicated it was unusual for instance?

A. Yes.

Q. Why did you think it was unusual?

A. Because it was the first time and it's a lot of money.

Q. And so when you say you're conservative, you meant that it was a request for you to come up with a lot of money?

A. Yes, it was.

Q. I see. Did Mr. Ross indicate that this was essentially a corporate endeavor?

A. No.

Q. Did he make it clear to you that he expected you to do this?

MR. NOONAN: Now, if you can answer the question, you know, answer it. I think it would be more appropriate if you asked what he said and that conversation. I think that's really calling for a conclusion. I'm not going to object to it or ask him not to answer it, but I think you're asking him to speculate on what was in Mr. Ross' mind.

Q. (By Mr. Blessington) I was asking him

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what he felt when Mr. Ross presented him with the proposition. Was it clear to you that you should do this?

A. It was clear to me that he wanted me to do it.

Q. And when Mr. Ross wanted one of his employees to do something, was there some significance there?

A. Well, yes, he was the president and the man in charge.

Q. Did you express to him any reservations you had relative to the contributions?

A. I really can't recall whether there was conversations to this effect. As I recall, it was a very hurried, busy time, and --

Q. You don't recall this was a very long conversation?

A. No.

Q. Did you discuss it more than that one time?

A. Not to my knowledge, no.

Q. At that time did you discuss the possibility of being reimbursed?

A. No, sir.

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Q. Did he discuss with you during that conversation any possibility that you might be receiving funds in the near future?

A. No.

Q. Could we go back to the exhibit?

A. Yes.

Q. The bottom item on the page is a copy of a checking account deposit ticket. Can you describe that?

A. It's a deposit slip dated December 23rd, '83, for $2,000, a check from Birdview.

Q. And the check from Birdview, was that a regular part of your regular compensation?

A. No.

Q. Could you describe what it represented?

A. Well, I think after inquiries to whomever would have handed me the check, you know, it was apparent that it was -- apparent that it was a reimbursement for the contributions made to Dole for Senate.

Q. Who handed you the check?

A. To the best of my knowledge, it probably was someone from the disbursement department of accounting.

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Q. And did you talk to anybody about that?

A. Well, I think once we established, you know, where we thought it came from, then it was a closed subject as far as we were concerned.

Q. How did you establish that?

A. By inquiring of the person that handed -- would have given me the check from accounting.

Q. And you can't remember who that person was?

A. No.

Q. Do you remember the substance of the conversation you had with that person?

A. No, I don't.

Q. But you said it did establish where it came from and what it represented?

A. Yes.

Q. So what do you remember about that conversation that helped establish where it came from?

A. Well, I, you know -- this is four -- over four years ago, and I'm having a little memory problem as to who definitely it was and what definitely was said, but apparently it was

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enough to me that I, you know, assumed that this is what it was and deposited the check.

Q. And subsequent to depositing the check -- or excuse me, subsequent to receiving the check, you spoke to no one --

A. Not to my knowledge.

Q. -- about this?

A. No.

Q. Do you recall hearing any conversations about anyone else receiving remuneration for contributing to the Dole campaign?

A. I can't honestly say that, no. I think you have to understand the working relationship that we had at that time in that I was in the process of pulling away from this management group and had my own project, so to speak, and as, you know, as one steps away from the financial VP pivot point, there are a lot of things that go on and a lot of discussions held that involve the individual and the financial group that it's not necessary that we have this administrative person involved in it, and I think after once we -- once I made that switch that I felt like that I was backing off from

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that group.

Q. Now, during the time you received this $2,000 payment, were payments to employees of Birdview accompanied by statements of some sort?

A. It would have been a standard payroll check.

Q. When you say a standard payroll check, what do you mean?

A. Payroll check that would -- well, I'm sorry, I guess you were not referring to payroll. You were referring to expenses, expense account?

Q. I'm referring to whatever it happened to be.

MR. NOONAN: Do you recall what kind of check you received that instituted the deposit which is the third item on Exhibit 1? Does that --

MR. BLESSINGTON: Yes.

A. To the best of my knowledge, we were using a standard -- at some point in time they went to a computer check, but there would have been an apron that had there been an invoice, the invoice would have been designated on there as to what it was paid for, and if there were an

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expense report, it would be expense report dated such and such.

Q. (By Mr. Blessington) This would be supplied to the employee along with the check?

A. Yes.

Q. If it were a payroll check, would there be a statement that accompanied it?

A. Probably with a salaried employee I would imagine it would have gross less withholdings and net and the same way probably with an hourly with the addition of the number of hours.

Q. Would a statement such as this indicate whether it was regular payroll?

A. Yes.

Q. If it were a bonus, would it indicate that?

A. Well, like I say, I don't recall any bonuses being paid.

MR. NOONAN: May I just ask one question to clarify?

MR. BLESSINGTON: Yes.

MR. NOONAN: Thank you.

Mr. Hackerott, do you have any recollection here today as to what type of check it was you

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received and deposited on December 23rd, 1983?

THE WITNESS: No, I can't tell you what the check was like, but I can just tell you probably what the procedure was at that time, would have been at least, you know, just a standard disbursement check.

Q. (By Mr. Blessington) But you have no recollection --

A. No.

Q. -- as to what this particular check --

A. No, I don't.

Q. How soon after Mr. Ross approached you about making the contribution did you, in fact, make the contributions?

A. Here, again, I have to go on assumptions knowing how Mr. Ross operates. He does not allow himself a lot of lead time. So I'm assuming that he came in and asked for it and expected it then or that next day or in time enough to get your wife involved. I'm sure there was not any long planning period.

Q. And did you take the checks and deliver them to Mr. Ross personally?

A. To the best of my knowledge, that's how they got there.

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Q. And did you take the checks and deliver them to Mr. Ross personally?

A. To the best of my knowledge, that's how they got there.

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Q. Was that at the office?

A. Yes, it would have been the office.

Q. Do you recall if that was during the regular workday?

A. Yes, I think it probably would have been.

Q. Do you recall if anyone else was with Mr. Ross when you presented the checks to him?

A. Not to my recollection.

Q. Do you recall the substance of conversation you had with Mr. Ross when you handed the checks over to him?

A. No, sir.

Q. Not at all?

A. No, I really don't.

Q. Did he say thank you?

A. Well, I'm assuming that he did, yes. It would have been proper.

Q. Did he give any indication that he appreciated this?

A. I really can't -- I'm sorry, but I can't recall the exact conversations involved.

Q. Did you consider this at the time a significant event?

A. Yes, very significant. It's $2,000.

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We were asked to do it, but these were unusual times.

Q. Unusual times for the industry, you mean?

A. It was unusual times for me. I mean, we're talking at a time of high salaries, high stress. It was the first time for a lot of things for a lot of us. If I may digress, I mean you're looking at a country boy who was thrust into and among the high rollers, you know, and you know, it was an unusual first time request for us which we complied with.

Q. Were you ever concerned about any possible illegality with respect to this?

A. No, sir, I did not think it was illegal.

Q. When you became convinced that you had been reimbursed, did you think there might be some problems with the legality of this?

A. No, sir.

Q. When did you become concerned that there might be, if you ever did?

A. When I got this document from you.

Q. Are you aware of anybody else at [illegible]rdview making contributions to the Dole for

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President campaign -- Senate campaign, excuse me?

A. We knew that there were other contributions made by the other officers of the company. I'm sure --

Q. When you say "we," who do you mean?

A. I knew, I should say.

Q. And how did you know that?

A. I'm sure it had to be from conversations, lunchtime conversations and so forth.

Q. Do you recall the individuals that were discussed that contributed to the Dole for Senate with you?

MR. NOONAN: I just want to make the record clear, it's not an objection, that there's been no testimony from the witness, and I believe his testimony would be that he has no personal knowledge of who made contributions and who didn't.

So in that context, if you want to ask him about lunchtime conversation or conversations he had where people may have discussed it, I have no objection to that.

MR. BLESSINGTON: That's a fine

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clarification.

MR. NOONAN: Okay.

A. Could I have the question again, please.

Q. (By Mr. Blessington) Let me try to rephrase the question actually. Did you hear about any other individuals who worked for Birdview who made contributions to the Dole for Senate campaign?

A. Well, we definitely heard about it when it was published in the local newspapers within the last several months, but at the time, I'm sure that in conversations that we had heard that there were contributions made by other officers of the company, but I can't say I knew of a list or a definite who did or who did not.

Q. Well, let me ask you about a couple and see if it helps you remember.

Q. Did you ever hear that a Steven Phillips made contributions?

A. We thought that he did, yes.

Q. Again, when you say "we" --

A. Well, Darlene and I.

Q. Robert Owens?

A. Yes.

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Q. Charles Ross?
A. I don't know. I don't know.
Q. Steven Small?
A. We thought he did.
Q. Roger Mason?
A. I don't know about Roger.
Q. David Hamilton?
A. I don't know about David.
Q. Do you know David Owen?
A. Yes.
Q. How do you know Mr. Owen?
A. Through Bud Ross in Birdview.
Q. Did Mr. Owen have any connection with Birdview?
A. Yes, and I think this was after I left the company. He worked with Birdview on a consulting basis I believe with regard to some development of some real estate.
Q. But while you were working for Birdview, you weren't aware of any specific relationship that he had with Birdview?
A. Well, I think that Bud and he were working together on some projects before I left. I think this was more of a personal nature with Bud.

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Q. Did you see him around the office?
A. No, I don't believe I did.
Q. Where did you see him?
A. Well, I don't think I saw him actually per se before I left, but I had heard that he and Bud were working together.
Q. Do you know him personally?
A. No -- well, I've been introduced to him, yes, but I don't know him. I met him at a Christmas party one time, and I did have occasion to go to his office to deliver something I think when I was doing some part-time work for Birdview. I was asked to take something to his office at the Stanley Bank and of course met him at that time.
Q. Did Mr. Owens, David Owens' name ever surface in connection with the contributions to the Dole campaign by Birdview employees?
A. Well, yes, I think it did.
Q. Can you recall anything about that?
A. Well, I think that with the conversations with Bud, it was indicated that Dave Owen was -- had something to do with the Dole for Senate campaign, and I don't think this was any information that was withheld from us.

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Q. When you talk about the conversations with Bud, you're referring to his approach to you relative to the contribution?

A. That plus other casual conversations that we'd had with Bud. I think as I recall the time frame Bud had bought a house in Kansas City in that same time frame and also had -- you know, and I think that somehow or the other, you know, he had brought up Dave's name in conjunction with that or not -- yes, Dave, Dave Owens.

Q. What you earlier referred to as lunchroom-type conversations --

A. Yes.

Q. -- with your peers?

A. Yes.

Q. Did Mr. Owens' name surface in those?

A. I'm sure it did, you know.

Q. Can you give me some idea of who was at these lunchtime conversations?

A. Well, it was not uncommon for the officers of the company to go to lunch together quite frequently and also have dinner conversations where Bud would want to discuss business problems and this type of thing.

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Q. And were the contributions to the Dole campaign that were discussed at some of these meetings, were they generally considered to be a positive activity for Birdview?

A. Yes, uh-huh.

Q. Were there any reservations expressed by anyone as to the propriety of doing this?

A. No.

Q. Apart from the contributions that you made to the Dole campaign, did you make any other contributions to political candidates?

A. No, sir.

Q. None whatsoever?

A. No.

Q. Did you hear of any other contributions being made by Birdview employees to other candidates?

A. No, sir.

Q. Okay. Well, Mr. Hackerott, thank you for being here. You have a right to review and sign the transcript of the deposition or you can waive that. It's up to you.

MR. NOONAN: Mr. Hackerott, you can either -- I think I'd advise to you read the transcript and make sure that -- although it's a

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fine reporter, sometimes we can all make mistakes -- and read the transcript and make sure it coincides with your recollection of the testimony. Then we'll promptly get it back to you.

Q. (By Mr. Blessington) That's fine. We have a check here for you. It represents witness fees and mileage. Here you go, handing it to you. And once again I'd like to remind you of the confidential nature of the commission's proceedings until the commission closes its case, and I'm not going to close the deposition. We'll continue it. I don't know if we'll want to speak to you again, but our investigation is continuing and we may want to clear something up.

MR. NOONAN: All right. If you would like to do clarification informally, I'd be glad to cooperate with you.

MR. BLESSINGTON: Thank you very much.

MR. NOONAN: All right, Ed. That's it.

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Edward Hackerott

EDWARD HACKEROTT

Subscribed and Sworn to before me this 18th day of May, 1988.

Sharon L. Yancey

Notary Public

County of JOHNSON

State of KANSAS

SHARON L. YANCEY
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Expires Sept. 1, 1994

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C E R T I F I C A T E

I, JANENE M. HILL, a Notary Public of Lafayette County, Missouri, do hereby certify:

That prior to being examined the witness, was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this 4th day of April, 1988.

Janene M. Hill

JANENE M. HILL, CSR
Notary Public Lafayette County
State of Missouri

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GCC # 9128

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MATTER UNDER REVIEW

NUMBER 2582

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DEPOSITION OF STEVEN SMALL

Kansas City, Missouri

Monday, March 28, 1988

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF STEVEN SMALL, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 28th day of March, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

JANENE M. HILL, C.S.R.,

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 East Street, N.W., Washington, D.C. 20463.

The Respondent appeared pro se.

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STEVEN SMALL

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STEVEN SMALL,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MR. BLESSINGTON:

Q. This deposition is being taken pursuant to a Federal Election Commission subpoena issued in connection with an investigation under 437g of Title 2 of the United States Code. The statute provides that the confidentiality of this investigation must be maintained until the commission closes its file.

This investigation is designated Matter Under Review No. 2582. My name is Daniel J. Blessington. I'm representing the commission here today along with Susan Beard.

Please state your full name.

A. Steven Small. Steven Michael Small.

Q. Mr. Small, you have a right to be represented by counsel. I note there is not one present?

A. That's correct.

Q. Have you had your deposition taken before?

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A. Yes.

Q. Then you have some familiarity with what to expect?

A. Yes.

Q. But I'm going to give you a brief description. We're going to ask questions designed to elicit information involved in this investigation. They will not be limited to your involvement only, but will include requests for information involving other persons as well.

The court reporter will take down everything that's said. It will be typed and turned into a transcript. Please treat this as if you were testifying in a court of law and remember that you're under oath.

If you don't understand anything I've said, if you don't hear me completely, you need a break, please tell me. Try to give verbal answers to all questions. Nodding and shaking of the head don't show up very well on the record. If you want to qualify an answer in any way, please do so. If during the course of the deposition you realize you gave an inaccurate or incomplete answer to an earlier question, let me know. You'll be given an opportunity to correct

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or supplement.

Could you state your home address?

A. It's 109 North Forest, Chanute, Kansas.

Q. And your telephone number?

A. [redacted]

Q. And what is your marital status?

A. Married.

Q. Name of your spouse?

A. Joy.

Q. Joy Small?

A. Correct.

Q. What is your current occupation?

A. I'm vice-president of manufacturing for Kansas Microtech, Incorporated.

Q. And what kind of a business is that?

A. Electronics manufacturing.

Q. What is your place of employment?

A. 720 West Cherry, Chanute, Kansas.

Q. Do you have a college degree, Mr. Small?

A. No, I don't.

Q. You don't. What is the highest level of education then?

A. One year of college.

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Q. One year of college. Have you done anything to prepare for this deposition?

A. No, sir.

Q. Or have you discussed it with anyone?

A. Just my wife.

Q. Were you ever employed by Birdview Satellite Communications, Incorporated?

A. Yes, sir.

Q. Can you tell me the dates?

A. Well, I was a co-founder. So it was from the inception. I believe it was '80 or '81 when we started. Bud Ross, myself and Steve Phillips were the original three that started.

Q. And how long did you work there?

A. It was a little over five years until they let me go just prior to bankruptcy. Roger Mason was my boss at that time.

Q. Roger Mason let you go?

A. Yes.

Q. You indicated it was just prior to bankruptcy. Was that the reason?

A. No. No, I didn't know anything about the bankruptcy at that time. It was just the reorganization. They were shutting down the electronics factory in Chanute.

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Q. You said you were a co-founder?

A. Uh-huh.

Q. Can you explain to me the circumstances surrounding the creation of Birdview?

A. I was with -- Bud Ross had another factory in Chanute. It was Keys Electronics. It was a musical electronics company. We built sound effects for guitars. I was the plant manager and he was the president of the company.

And we had known each other probably a year and a half at that time working together, and he was selling this company off to a firm in Ft. Worth, and he became interested in the satellite business.

So at that point Steve Phillips came in, and Steve Phillips did the engineering and then I did all the plant layout, and during this transition period of selling this company, we started another one in Chanute, and it was us three that got it going, and then shortly after the inception, then he had Hackerott came in as finance and Bob Owens in marketing.

Q. Did you put any money into this

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company?

A. No, sir.

Q. Was that Mr. Ross?

A. No, Bud didn't put any. He never has any money. He raised a lot of money locally and then we had a public stock offering shortly after our inception within a year.

Q. So essentially the breakdown was that you were in charge of plant --

A. Manufacturing.

Q. -- manufacturing?

A. I designed and built the plants and everyone -- except the last two in Olathe I had nothing to do with. I did all the Chanute and the original Olathe plant.

Q. And Mr. Phillips?

A. Engineered all the products.

Q. And what did Mr. Ross do?

A. He kind of held it together. He was really the marketing genius. He incepted the designs, I mean the concepts, and then Steve Phillips designed, you know, engineered them. Bud was just a very creative, you know, fireball. He had the ideas and we put them into reality.

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Q. And during the time you were employed by Birdview, what positions did you hold?

A. I was vice-president of manufacturing from the inception. I voluntarily resigned my position as an officer. It would have been in in January, February of '87. Six months before they let me go, I resigned as an officer.

Q. Why did you do that?

A. I just didn't feel -- I didn't agree with what was going on in Olathe. Johnson County Tech Center and a lot of things were happening, and I felt I had a lot of responsibility but my authority was being cut off. So I just resigned as an officer.

Q. Who in particular were you having a problem with at that time?

A. Just the company in general, just -- Bud and I had not talked -- Bud put me under Steve Phillips for several years. I served under Steve for several years.

He was my peer and then my superior, and we're very good friends, and Bud kind of ex-communicated me, and we hadn't talked for quite awhile, and I tend to rock the boat a lot. I ask questions I'm not supposed to I

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guess. So I was under Steve Phillips for a while and then when Steve Phillips resigned --

Q. When was that?

A. It was in '86 I believe. It was shortly after he sold his stock he resigned. My dates aren't clear. Everything is kind of --

Q. Just do the best you can.

A. But he resigned. Then that's when they put me under Roger Mason, and I have a real personal problem with Roger Mason, and then shortly after that was when I resigned as an officer.

Roger effectively ex-communicated me from everything. I was not allowed to get memos. I was not allowed to issue memos. I was not to talk to the press. I was just totally told to stay in my office and be quiet. At that point, that's when I saw the end coming.

Q. Can you describe the source of that antipathy?

A. As far as why I felt that way?

Q. Yes.

A. Because I was. I was cut off from all communications.

Q. Why were you cut off?

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A. I have no idea. That's Roger's management style. Don't put anything in writing and keep quiet, and then they put me under a gentleman by the name of Jack Loss who was a lower level manager than myself operating a fab shop in Chanute, and he was a good friend of Roger's, and so somehow I ended up working for him.

Q. Could you spell that name for us?

A. Jack, Jack Loss, L O S S. He was fabrications manager.

Q. And when did you start working for him?

A. It was about the same time I resigned as an officer. I stayed on as just a general manager for about six months I believe after that.

Q. Well, I'm going to ask you some questions describing Birdview. How many offices did Birdview have?

A. Offices?

Q. Locales.

A. Well, when we started, we were all in Chanute in one building.

Q. And what was housed in that one

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building?

A. Well, we started in what we affectionately called the blue building. That was on West Cherry Street in Chanute, Kansas. That's where we all started. We had antenna fabrication, electronics and corporate, and then about the same time we really started production, we opened up the Olathe electronics facility and engineering facility on Burch Street and I-435.

There was a decision made to open the Olathe facility because they felt the technology was too difficult for Chanute, which wasn't right. The real reason was the engineers wouldn't move to Chanute and so they kind of headquartered up here.

The next big expansion was down the street on West Cherry to a larger antenna facility and then about four blocks away to a larger electronics facility. The electronics facility was 48,000 square feet. The fab shop was maybe 50,000 square feet.

At this point corporate was still in Chanute. A couple years down the road into Birdview, then they moved too. I can't recall

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exactly the order of it, but marketing and corporate moved out to Overland Park in a high-rise.

Q. Approximately when was this?

A. It would have been '87.

Q. Oh, '87 --

A. '86. '86 they moved out into Overland Park.

At the same time they had an assembly division up here. We had three buildings in Olathe at that time. We had four buildings in Chanute and that was -- we were reaching our zenith then and we had about 800 employees.

I was the only officer that refused to move to Chanute when they pulled out. That was my silent statement. I had just bought a new home, and I was offered a handsome profit if the company would buy it from me. I refused, and I really felt strongly about staying in Chanute manufacturing-wise.

They were trying to shut down everything and move it to Olathe. Labor rates were higher and there were all kinds of reasons to stay in Chanute. Bud and I kind of fought back and forth on this.

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Q. And, please, can you give me the time frame roughly again?

A. It was '85, '86 time frame when all this expansion was going on. You'll find that Birdview -- during the whole course of Birdview, it was one big building program if you look at the chronological order of things.

And I just stayed back in Chanute, and I think that was kind of -- I was left out of everything at that point.

Q. Prior to that time your working relationship with your peers was --

A. Oh, yeah, I loved Bud dearly. He was a good friend. I just haven't talked to him for years, but I have a lot of loyalty to him. That's one reason this thing is so difficult to me. I can't believe this thing is happening. Also the SEC investigation is causing me a lot of problems because of the loyalty too. But I've been with him for many, many years.

Steve Phillips is a local Chanute boy. We've worked together many years. I haven't talked to him in over a year myself, but we have a very good working relationship.

And my views on how manufacturing

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ought to run were totally different than how the company ended up going. So that's why I ended up in Chanute and I guess out of a job, I don't know. I would have been anyway the way things went. The company disintegrated from '87 on.

Q. Let me just clarify something before we go on. You refer to Bud Ross. Is that Charles Ross?

A. Correct.

Q. Bud --

A. He's known by Bud.

Q. Thank you. Well, when Birdview was first begun, you were all located in Chanute?

A. Uh-huh.

Q. And until roughly what time did it expand to several different buildings?

A. It was almost continuous. As soon as we started production in the fall of I believe it was '81, that following summer we were in a bigger building. We were just constantly growing. It was a tremendous growth. We were always in a constant state of remodeling.

I don't think there's ever a period of time construction wasn't going on either in Chanute or Olathe during this whole period

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except for maybe right at the end when maybe the last, the very last year was a period of liquidation, and they had just remodeled the plant in Olathe and then they started dismantling it. They defaulted on the bond and they dismantled it as soon as they got it done.

Q. Well, in the time frame of 1983, where did you work?

A. Were did I work? In Chanute.

Q. In Chanute. And what building?

A. That would have been in the Chestnut building.

Q. And the Chestnut building housed what operation?

A. Electronics.

Q. So on a day-to-day basis, did you see people such as Charles Ross and Steve Phillips, your co-founders?

A. I saw Steve Phillips more than Bud. Bud had -- he was always gone, and Steve Phillips -- at that point engineering was still in my plant, and Steve and I saw each other quite often.

Steve saw Bud more than I did, and then Steve would communicate to me. We were

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very close friends from day one, and Steve was a little more polished in board meetings than I was and he got -- he knew more of what was going on. So that's how I got most of my information.

Q. Who was on the board of directors?

A. At that time it was Dwight Blackwood, Jim Tyree, Bob McKay. There's one other. I don't think -- John Schultz was on the board, but I believe he was off at that time. He was one of the original board members, but I believe he was replaced around that time or prior to that.

Q. You mean in '83?

A. Yeah, prior to '83 I believe he was replaced.

Q. Were they also employees of Birdview?

A. No, none of the board was. Jim Tyree represented the largest single group of investors I believe.

Q. Well, in 1983, can you describe a typical day's work at Birdview for yourself?

A. I was in charge of industrial engineers too. So I spent most of my time on the floor, on the production floor. Basically just problem solving, just the day-to-day

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routine of keeping production going, putting out fires, technical problems, solving technical problems, interfacing with technical engineering on design problems.

At that point I was not over purchasing. That was taken out from under me. So I spent a lot of time working with the purchasing department trying to explain how to get parts in on time and that type of thing.

During this whole period as you're growing, you're always inventing and refining your control systems, your daily reporting systems, quality reporting systems, costs and all that. That's kind of an ongoing thing.

That's really what I was involved in, was the reporting and feedback and that type of thing, analysis and also designing the plants and the equipment.

Q. Is it fair to say that in 1983 during this expansion that you had a fair amount of authority?

A. Yes, sir. Over my -- over production, and to the point of capital acquisitions, of course they had to be okayed, but I pretty well was in charge of hiring the contractors or

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parking lot work or whatever I wanted, you know, $20,000, $40,000, $50,000, I could authorize that. Anything over that would have to go up before the board.

Q. How often did the board meet?

A. It's hard to say. I was included -- I had to make reports to the board. I know they met every quarter formally, and that's the one I met too. I don't know if they met special between the times I wasn't included. I believe I was included in about three meetings, and then after that, I was politely asked not to attend.

Q. This was roughly what time?

A. About the same time. '83 period. That's when I was put under Steve Phillips, around '83, '84 I believe.

Q. What is your evaluation of why you were put under Mr. Phillips at that time?

A. I think I didn't agree with things Bud was doing, and my reports were pretty revealing on the true efficiency of my plants, and my plant in Chanute was very efficient, and I think in order to support -- I don't know if it was Bud or the directors' idea for the Johnson County Tech Center in Olathe.

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All the reasons to move electronics to Olathe -- I was giving them -- the information I was revealing didn't show that they could justify it. That was my personal reason why I think I was told not to come to the board and no more reports. It was shortly after that when we did the divisional split --

Q. Can you describe that?

A. Yeah, it was a horror story. Had four accountants and two identical electronics units running with sibling rivalries. I wasn't really for it at all, but that's the way it was going to be, and during this divisional split, there was a tremendous effort to discredit Chanute.

They -- I don't know how -- I don't know if Bud -- I don't think Bud was behind it. I think it was just common nature. The Olathe managers were trying to discredit Chanute, and by virtue of corporate being up next to them or closer to them, they were the favorite plant, and we had a real struggle in Chanute to keep our information in front of the eyes that needed to see it, and unfortunately when I did my financials, they were merged with Olathe's financials before they went into corporate.

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They treated the electronics division -- although we had different operating managers, we were all under Steve Phillips. And Steve made the decision we could each have our own independent financial reports for local managers but then they would be merged together when they were given to corporate. So my performance washed out and made Olathe's look good.

So that was a problem with me, but it wasn't -- I really think the divisional split -- I know Bud very well and I think he's a classic entrepreneur and he cannot handle crowds, and when we got -- well, we peaked over 800 employees, it got too much for him. I think his answer for control was split the pie up in little pieces and control it that way, and I think that was really the beginning of the thing flying apart, and my division was the single biggest division.

I had 345 I believe at one time in one building, and we were very efficient, very happy and everything was running fine, but I think Bud himself had a sense of no control. He never asked for reports. He never asked me for a

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quality report, a production report, a cost report. He never asked for that. I just generated it for myself and my managers to use.

Q. You supervised 345 people?

A. Yes, under me. I had layers of management. But in one building I had that many. I had the single largest group at one time under me, and I felt we were handling it very well.

Q. And at that time who was your direct supervisor?

A. Steve Phillips I believe was during -- it was kind of unclear because Bud, during the real rapid growth, Bud was the -- my immediate, but we never -- he never really was my immediate. He was never there. I was on my own, and then Steve Phillips and I just became very close, and it was just a natural thing for Bud to say, Okay, you guys just work together. Run the electronics division.

Q. During that period of time did you consider Mr. Ross to be your boss?

A. Yes, I always -- he always -- you never forgot that Bud Ross ran the company. He's in charge. You do it his way or the

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highway.

Q. So even though you were all co-founders, he was more in charge than the rest of you?

A. He wasn't in every day presence, but I think not only me, but a lot of the managers when he was around, he had that charisma to, you know, you follow the leader, you do what he says.

Q. Did you do what he said?

A. Yes, that's why I'm hear today.

Q. Well, Mr. Small, I'm going to ask you about some individuals. Tell me if you know them and how well you know them. Are you familiar with a Wanda Bowman?

A. Wanda Bowman. No. I believe she was in Olathe. The name is familiar. I don't know -- she's either Bud Ross' secretary or Steve Phillips' secretary I believe. The name Wanda is very familiar, but I can't recall.

Q. So you don't know anything about her?

A. No, sir.

Q. How about Dale A. Galemore?

A. I know him very well.

Q. Do you know when Mr. Galemore began

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working at Birdview?

A. I believe he came in probably in '82, and I may be wrong on my dates. I think he came into engineering as a sourcing specialist. He's a good friend of Steve Phillips. He's got a background of purchasing and the like, and I believe he started his career with Birdview in sourcing. I may be wrong but that's what comes to mind.

Q. What is sourcing?

A. That is when you're designing a product and an engineer designs a part, the sourcing specialist will go out and find the vendors for that. They'll source it from three or four different people. That's very critical to manufacturing when you have more than one source on a part. I believe that's how he started. He's a Chanute boy.

Q. And you said that he was a friend of Steve Phillips?

A. Uh-huh. They've worked together before.

Q. And in the scheme of things --

A. Not a close friend. I mean just professional associate I guess.

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Q. I understand. In the scheme of things, what was his position with the company, mid level management?

A. Yeah, I would say he was mid level. He started out as what I would call an individual contributor with no management responsibility, but as time went on, he grew into the purchasing realm.

He moved to Olathe, and I believe he oversaw purchasing, and then he actually ran the electronics division in Olathe. When we had the split, he was actually the one, the plant manager for the electronics in Chanute -- or in Olathe.

Q. And to whom did he report at that time?

A. Steve Phillips.

Q. Steve Phillips? Now you mentioned this name earlier. Did Ed Hackerott work for Birdview?

A. Uh-huh.

Q. And can you tell me what his position was?

A. Ed Hackerott was vice-president of finance. He came in early on. In fact, he was

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our first finance officer. He sat up all the books, the accounting systems and the like and was pretty instrumental in our helping get the stock offering put together out of Denver, and then he's the one who hired Dave Hamilton which I believe is a distant relative, a blood relative of Hackerott, and then Dave took over the direct accounting duties under Ed until Ed was fired.

Q. When was Ed fired?

A. Oh, Ed was fired the same day that Dick Spillers was, and I'm trying to think if it was in '85 or '86.

Q. Do you know why he was fired?

A. He hired himself out of a job. I think the -- I don't know if you know about the Dick Spillers story, but Dick Spillers was hired to be president of Birdview. He was an executive of Touche Ross here out of Kansas City, and he was there all but six weeks and Bud fired him, and I think --

Q. How do you spell that name?

A. Spillers?

Q. Yes.

A. S P I L L E R S, I guess. He was

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hired to be president, and I guess Bud uncovered or the board uncovered something going wrong. I was never given the straight story, but Bud immediately fired him, and it's very rare that Bud will muster the courage to fire somebody. He's just a nice guy, and I think that Ed Hackerott needed to be fired prior to that and I think Bud was in such a rage that day that he walked down the hall and said, You're fired and you're fired.

But Ed had done a suburb job of hiring people and he delegated a lot of authority, and his attitude was affecting a lot of people. It was just, hey, I'm riding along now, coasting, and I think that's what it was. He just fired both of them the same day, and Ed really didn't care. He wanted out. He's semi-retired now.

Q. Now you said that Ed Hackerott brought David Hamilton into the company?

A. Uh-huh.

Q. Roughly what time was that?

A. I don't know, '84 maybe, '83. I really liked David. He's a sharp guy. He was tough on me.

Q. In what sense?

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A. He'd make sure I crossed my T's and dotted all my I's before I'd buy anything. He was tough. Do you really need it and that type of thing. We got along very well.

At first I didn't like the guy at all because it was such a change. I never had anybody do that to me at Birdview. I was on my own to justify it. Nobody really asked that we justify it, and here comes a new guy in and he starts quizzing everything I did.

Q. What were his duties at the time?

A. Controller I believe. I believe he was the controller. And then I think when Hackerott left he became a vice-president. I can't recall whether they hired -- because Hackerott was still there for a while when he was there and I know Hackerott was vice-president of finance. So I'm not sure what he was hired in at, but I know he was made a full officer.

Q. And what was the controller responsible for?

A. Well, I don't know. I guess finance, I mean day-to-day control of cash.

Q. Payroll?

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A. Yeah. Yeah. He had another gal under him that -- they had payables, receivables and payroll was all done in that building.

Q. So bonuses and expense accounts and things like that would have come through Mr. Hamilton?

A. The only bonuses that were handed out were the ones I know of. Just the two, the one that Hamilton got and the one I got. We had a bonus program, but we never made it -- as far as a legitimate, production-oriented bonus plan, but we never made it.

Q. What kind of a program did you have on the books in terms of bonuses?

A. At that time Bud had an incentive program where we would set up a schedule and either quarterly -- I guess it was quarterly was the measuring stick. If we made the schedule, I believe there was 0 bonus and then it was a percentage thereof. If we did 10 percent over, 20 percent over, then Bud had a formula that the officers would get a percentage of the profit over that. Well, needless to say, we never made it. We never made schedule because Bud always had a fantastic schedule out there that you

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could never make.

Q. So the schedule exceeded realistic expectations?

A. Yeah. It always did. If you've never met Bud, I mean he's way out there.

Q. So to the best of your knowledge, bonuses were only given in very limited circumstances, which I'll get to later?

A. Right. I know of only the -- well, in my case, I was given one to reimburse this, but I know of no other bonuses ever given out for performance in the plant.

Q. Any holiday bonuses?

A. There was a -- to the people, to the production people. Officers, I never got a bonus, none of the officers ever got a bonus, but the production people, I know of one winter they did when they met -- it was another one of these deals when Bud set a goal and the production people worked, met the goal, and they were given a bonus, I can't recall the amount, it was nominal, for the production people.

Q. When you say nominal?

A. $100, $200, something like that. And then they were promptly laid off. I remember it

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so well --

Q. When was this?

A. This was in the winter of probably '83 when we were really pushing it, and it was always feast or famine. We would always over build and then layoff and then we'd back order, and it was just jerk, jerk, jerk. So Bud's idea was to give everybody a little bonus, and of course, at Christmas time people really like that. That's a neat thing.

So the people worked real, real hard, and I had go in and give them a pat on the back and say, You guys did real well. That's the good news. The bad news is you're laid off for six weeks. That happened a few times. It was a disincentive. I recall that one.

Some of Bud's other ways to reward employees -- we had so many layoffs during startup, it was just a scheduling nightmare. His thing was to lay people off with pay. He did that a few times in the early days. After awhile when we had so many people, the accounting department screamed bloody murder, You can't do that. It's just too much money.

But in the early days, it was to lay

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them off for a Friday or two days while you were waiting for parts to come in with pay.

Q. That was while you were still --

A. It was while we were still growing. Sometimes the vendors had a hard time getting parts, but Bud was very, very good about rewarding employees. He's very, very people-oriented.

I didn't quite agree with that method. I think there's other ways of rewarding other than paying them for days off. He had an insurance program that was a good thing, but as far as the officers of the company, I personally didn't receive anything but this one.

In fact, the company car thing when that legislation passed making it a bad thing for companies, I had to buy my own car. So we didn't really have too many perks I don't think. The country club membership was dropped. We had to pay that ourselves. The whole thing.

Q. How much was that worth?

A. Well, in Chanute not very much. I dropped out completely. I think I got $500 back. The monthly thing was only like $24, $25

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a month. It was a small country club, small town.

Q. Now you mentioned Roger Mason earlier?

A. Yeah.

Q. And he ultimately became your supervisor?

A. Uh-huh.

Q. Roughly what time did he come into Birdview?

A. He became involved with me personally, it was January of the year they went bankrupt which was '87 -- I can't recall when the time -- I think I was let go in '86 though. Yeah, it would have been January of '86 he took over and then I was let go in the summer of '86.

Q. Had he been involved with Birdview prior to that?

A. Oh, yes. He started as a shipping manager probably about a year after we started. When the distribution -- when we got all the bugs out of manufacturing and we were really starting to roll, Bud brought him in. Him and Bud were old friends from Ft. Scott, Kansas, on a previous company.

Roger was a supervisor of that plant

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or a supervisor assistant or something, but they go back a long ways, and Roger set up the distribution network, handled the trucks and maintenance and all that, and he just worked his way up.

Q. Can you give me an idea of what the stops were along the way?

A. He went from distribution to purchasing, and that's where I've always had a problem because Bud and I absolutely fought tooth and nail about how purchasing ought to be structured.

I'm a firm believer that purchasing needs to be under manufacturing to control costs, and he believes it cannot be under purchasing. So he won.

So they put it under Roger and then made Roger vice-president of either purchasing or international something. I can't recall, but they made him an officer when he took over purchasing shortly after.

Then when everybody moved to Olathe, Roger moved to Olathe, and then that's where he, you know, he -- I call it positioning. You know, he positioned himself and pretty well kept

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his mouth in Bud's ear all the time, and needless to say, I don't have good feelings for Roger.

Q. The Olathe move again was in --

A. It was over a long -- the actual corporate move happened probably in '84, late '83, '84, I can't recall, but the Olathe thing was kind of a slow evolution that started with electronics manufacturing, and they had a circuit board shop, and then they just kept evolving and then corporate moved up, marketing moved up, then personnel moved up.

I mean it was just one by one they just moved things out of Chanute. Then accounting was all consolidated. So it just -- couple of years it took to get everybody up there.

Q. So Roger Mason started out in the low level management; is that fair to say?

A. Yeah, yeah. He was lower than me. I came in as a full vice-president. He was, I guess, just distribution manager, is what he came in as.

Q. And he ended up as president?

A. Yeah.

Q. Did you know a David Owen?

A. Wish I didn't. I never -- I don't really know him well. I met him -- the story I related to the SEC, David Owen was involved in that Johnson County Tech Center I believe. I had one meeting with an architect -- Bud tried to -- they were trying to justify this big complex in Johnson County Tech Center.

I was involved in the front end in one meeting. I remember sitting in the architect's office in a semicircle, and I believe that's where I met Dave Owen for the first time. He was sitting there silent. I don't recall him saying anything, but I do remember him being there.

That was the last meeting I ever had. I didn't feel right about -- again it was my personal thing -- about why are we building this big concept. I felt it was a misuse of company funds when we had 50 acres in Chanute and all the vacant buildings. You know, Chanute just had a lot of vacant buildings.

So it's not a situation where I could write a letter to the board or to Bud. It's just that I don't agree, so I'm going home.

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That's the way Bud is. I just didn't want to be a party to it. So from that point on, I was out of the Johnson County Tech Center, and that's the only time that I met Dave Owen.

Q. And that would be what time?

A. '84 maybe. I can't remember when we first got started on that, somewhere around there.

Q. What was his role in the Johnson County Tech program?

A. At that time I didn't know, but later on I found out that he -- that property was in a trust for -- Elizabeth Dole had something to do with that property, and there was a big push on for -- he wanted Birdview to acquire that property, is the way it was explained to me.

I don't know. I was wondering why the heck, why were they putting this plant out in the middle of nowhere at Spring Hill. There's a lot of places to develop property, but it turned out that it had a connection to Elizabeth Dole, and I guess Dave Owen was a trustee or something to do with it, I don't know.

Q. Had you ever heard of David Owen with respect to Birdview prior to this?

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A. No, no. I found out later that he and Bud were old school buddies. I didn't know that at that time. They had went to school for -- high school together I guess.

Q. And that was the extent of your involvement with him was that one meeting?

A. Yeah. The only other time I saw him I believe was at a stockholders meeting. He was there walking around, but I didn't speak or -- I don't even know if he knew me. He probably does now.

Q. Do you know a -- I believe you mentioned his name earlier. Do you know a Robert Owens?

A. Yeah, I know Bob, executive vice-president.

Q. When did he begin working for Birdview?

A. He came in about the same time as Ed Hackerott. After we really got organized.

Q. This was around 1981?

A. Yeah. Bud brought him in. In fact, Bob was probably one of the only officers that put cash into the company. I believe he put in 20,000 some of his own money, and he was made --

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I think he came in as vice-president of marketing, but he was later -- either at that time or later, he was made executive vice-president. I like Bob real well.

Q. Did you work with him on a fairly regular basis?

A. Well, yeah, our offices were -- my office was in a hallway and his right next to mine. All the officers got along very well in the early years. That was essential to getting this company off and rolling.

Bob probably knew Bud more than I did because a lot of times I would be so frustrated with Bud, I'd go to Bob and cry my eyes out and cry on his shoulder and he'd counsel me, because he's been through it.

Bud had Custom Electronics. Bob had started marketing with him years and years ago.

Q. Was that a previous venture of Bud Ross'?

A. Yeah, it was. It's still going today. That was one of his most successful, and he fathered that company, and Bob Owens had went through that, the roller coaster, ups and downs with him, and then here it was my turn.

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So Bob and I became very, very good friends. Bob knew exactly what he was wanting out of Birdview and he made his move -- he felt the company was out of control, and I felt the board did a very bad disservice to the company. They -- when Mr. Owens was fired, the reason given in the press release was he sold stock at the wrong time, the board felt very uncomfortable that Mr. Owens dumped a lot of stock.

The real truth of the matter was that Mr. Owens contacted some directors complaining about a decision Bud made, and a board member called Bud and was questioning him, Why is Bob Owens doing this, and rather than acting on it a little differently, Bud fired him, and I think Bob Owens was at a point where he just saw the company starting to fly apart and he honestly wanted to save the company, and he was making a power move.

Q. Against Mr. Ross?

A. Well, yeah, and there's a lot of loyalty there. I know it was tough for him, but rather than the board -- you know, the red flag went up and the board ignored it and confronted

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Bud and Bud got rid of the red flag.

Q. What time frame was this?

A. I don't know. Whatever the day he was fired. It was the same time -- David Hamilton was fired the same day. It was probably closer to '85, mid '85. That's when things started to disintegrate up in Olathe here. We were starting to layoff and --

Q. Could we just go off the record for a few minutes.

(Whereupon, a discussion was held off the record.)

(Whereupon, a short recess was taken.)

Q. (By Mr. Blessington) Earlier in the deposition you mentioned that you knew a Steven Phillips?

A. Uh-huh.

Q. He was one the co-founders --

A. Correct.

Q. -- of Birdview? Do you know his present address?

A. Unless he moved. Last address I've got is 706 Persimmon View and that's in Olathe, Olathe, Kansas.

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Q. I believe you indicated earlier that you haven't spoken to him in about a year?

A. That's correct, probably -- maybe a little less than a year. He came -- he visited me once when we were just getting my new company started, and he stopped in to my house and he wanted to see the factory and we went out and looked at the factory. Spent about half hour together. It's been a long time. We don't communicate regularly.

Q. But your relationship with him is still a good one?

A. Oh, yeah, we're friends, yeah.

Q. Does he still communicate with Charles Ross?

A. When we met last time -- I always ask about Bud -- and Steve indicated he hasn't talked to Bud a lot. So I don't know. I wouldn't know. I know that Steve was recently -- he was working at King Radio in Lawrence and Bud made an offer for him to go to work. King Radio made a counteroffer for him to stay. Then Birdview in Olathe hired him, what's left of Birdview. There's a new corporation that took over the old one. So the new Birdview

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has hired Steve Phillips full time to do engineering work.

Q. He's back at the new Birdview?

A. The new Birdview, yeah, in Olathe. He's working for John Washburn. He's the owner of it, and what's left of the new Birdview is also in Chanute. The manufacturing end of Birdview is still in Chanute. The antenna factory and the customer service engineering is still in Olathe. Different buildings totally.

Q. The new Birdview is pursuant to a Chapter 11 bankruptcy?

A. Yeah, they bought out all the assets and decided to keep the name for marketing reasons. They call it the new Birdview, but the only thing common is the product line and some of the people that stayed with the company and now Steve Phillips.

Q. And Phillips as a co-founder was one of the original vice-presidents?

A. Yeah, vice-president.

Q. Was on the board?

A. No, sir.

Q. He was not on the board?

A. No, sir. I wasn't either. We were

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only invited on the board to give reports, but we were not on the board.

Q. And when did Mr. Phillips leave the employ of the old Birdview?

A. Winter of -- probably December of '85 I believe or '80 -- I'm trying to think when I sold my stock. He sold his stock and then quit. I think it was '86, winter of '85.

Q. Now, you've spoken quite a bit about Charles A. "Bud" Ross. Do you have a present address for Mr. Ross?

A. No, I don't. I know he's moved. I don't even have a current phone number. I tried to keep up with him, but I have no idea where he's at or what he's doing.

Q. You don't know what city or town he lives?

A. No, I think he's in Olathe. Overland Park. I said Olathe. I meant Overland Park. Steve Phillips may know because they were communicating about the job offer, but that was maybe nine, six to nine months ago. So I have no idea the status of Bud at this time.

Q. Stan Ross, do you know a Stan Ross?

A. Yes.

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Q. Did he work for Birdview?

A. Yes.

Q. What was his position?

A. He was in marketing. I think he was like -- I want to say office manager. I don't know the official title he had. He was just a middle manager. He was over a group of telephone girls and maybe order taking when he was in Chanute.

When they moved up north here, I'm not sure what happened, but he left the company. I believe he sold -- he had some stock from Bud, and I think Bud set up his family with some stock, and then he went out and started Kansas Microwave.

Q. Now, this Stan Ross, would his name be Stanton E. Ross?

A. Yeah.

Q. And you said that Bud Ross set him up with some stock. What is his relationship to Bud?

A. It's Bud's son, it's his oldest son.

Q. And when did he come to work for Birdview?

A. Oh, probably in '82 maybe. '80, '82.

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He was always kind of around all the time, you know, the boss' son. I don't know when he officially went on the payroll, but he was always there even from day one doing odd jobs and stuff. So it's hard to say.

Q. What kind of salary would somebody like Stan Ross make, similar to his capacity?

A. I don't know what Stan made, but I would say that it probably, at that time, anywhere from $1800 to $2000 a month for that level of authority in marketing as I perceived the job.

Now I don't really -- I may not have had a good indication of what that job entailed.

Q. What was the range of what you made?

A. I started at 3,000 a month, and when we first incepted the company we were a group of contractors before we formally organized Birdview. We worked for Bud under C. A. Ross & Associates. I was a private contractor. $3,000 a month to do the consulting work, design the plant, get the building ready and do all that stuff necessary.

After we incorporated and started, all the vice-presidents then were set at 4,000 a

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month, 48,000 a year. We received a raise to 5,000 a month, I can't recall, '84 maybe, and the only other compensation I got was we had a problem with vacations.

I went four years without a vacation. So they had a one-time reimbursement to -- you know, we started a new policy that you either take them or you lose them, and prior to that we had no policy.

So we had a reimbursement period for people that accrued vacations, and there was no way they were going to let us take eight weeks off, you know. So they paid us for the accrued vacation.

So that one year I had a fairly large vacation check for about six weeks', I think, accrued vacation.

Q. Do you recall how that would show up on your pay stub?

A. No. In fact, it was the same year that I was -- this thing happened. Because I looked at my -- I didn't find my W-2, but I did look at my tax return and it was 66,000, 65,000 or 66,000. So there's no way I could discern how much of that was my vacation and how much of

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it was the reimbursement on this check or on this deal.

Q. How many vice-presidents did Birdview have from 1981 through '83?

A. Well, there was Steve Phillips and myself, Ed Hackerott, Bob Owens, Lou Follett. Originally we had five. Lou Follett was vice-president of commercial operations. He wasn't there very long. He was the first vice-president and the only vice-president to have an employment contract that was bought out. He lasted about six months and then he and Bud had a parting of the ways.

Q. What was his area of --

A. Commercial operations. Bud thought that we were going to go into building commercial head-ins for cable TV. We ended up being totally consumer, but we thought we were going to get into commercial work too, and we found out right after we started that the consumer market was big enough for all of us. So Lou kind of went by the wayside.

Q. Can you spell Lou's name for us?

A. It's just L O U and then Follett was F O L L E T T, Follett.

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Q. And the time frame?

A. He started summer of '81. He was I remember in our first building and then he was out before we even moved to our next building the following summer. Then there was Hamilton, the other vice-president who came in. Then there was I believe Ed Gibson came in later up here in Olathe in marketing under Bob.

Bob Owens was executive vice-president. I think Bob Owens hired Ed Gibson to be vice-president of marketing. I could being wrong, but I think Ed was a full vice-president.

Q. What's the difference between vice-president and executive vice-president?

A. Executive vice-president is over everybody. When Bud is gone, everybody went to Bob for answers.

Q. Did he receive more money than the other vice-presidents would?

A. I would presume so, but I don't know that. All I know is what I made and I know what Steve Phillips made and I know what Ed Hackerott made because those -- well, all of our salaries were public because they were in the annual

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report, and I don't think any officer received more than $5,000 a month except for one time I got my vacation reimbursed.

Q. And apart from the vice-presidents, what was the salary structure of the executives?

A. As far as Bud?

Q. No, not Bud, the other individuals.

A. Say that again. I didn't understand.

Q. I'll try to make it clearer. You've indicated that the vice-presidents made roughly, towards the end of the time you worked there anyway, $5,000 a month?

A. Right.

Q. What was the range of salary for the other executives?

A. Below me?

Q. Yes.

A. Oh. Well, I have no idea what Galemore made. I guess at that point he would have been considered a high level manager. The highest -- I had a couple of managers working for me. I had a controller in my division I paid 3,000 a month and I had a materials manager I believe I was paying $32,000 a year, and most of my production -- my production supervisor, if

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you want to go that low, was $2,000 a month. That's about the range, from $2,000 to $3,000 would cover just about everybody in lower management.

Q. Was that comparable to other firms?

A. Not in Chanute, but in our industry with the amount of responsibility and to get good people, that was about right, and most of us, at least I can speak for myself and Steve Phillips, we were very multi-talented people.

We not only -- we did a lot. We wore a lot of hats. Designing a plant and building a plant and running manufacturing, it takes a lot of skills, and Steve has a lot of skills in the ability to design and follow a product through from conception to putting it into production.

So the people that you have during startup are really a different type of people and then the same way as you're growing.

The finance people are very creative. I mean it's not uncommon to see David Hamilton writing checks and doing grunt work. I mean everybody digs in and does a lot of different things.

We didn't feel we were paying an

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exorbitant amount of wages, at least in Chanute and the area. I don't know what happened up here.

Q. Do you know a Robert Summerville?

A. Yeah, crazy Bob. Yeah, he and I used to have some run-ins.

Q. What position did he have, I'm assuming he worked for Birdview?

A. Well, yeah, he did. Bob was in marketing. I don't think he was a vice-president. He may have been. I can't keep up what went on in marketing, but he was -- he started out as -- what do they call them -- a district rep or he had a big territory down south, and he was the top salesman for Birdview. So they brought him in as an executive.

Q. He was selling satellite dishes?

A. He was on a large territory for Birdview. He had a whole territory and he had a lot of people working for him. Very rare, outspoken gentleman. Boy, he'll tell you what's on his mind, but I really liked him. He gave me a rough time in manufacturing, but I appreciated it. I don't really know his full title. I just

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know he was in marketing. He worked up in Olathe, maybe even up in corporate. I'm not sure.

And then there was some falling-out, something happened and he was gone.

Q. Do you know approximately what time?

A. No, sir, I don't.

Q. Do you have any idea where he lives today?

A. Yeah, he's in Texas. Call the Kansas City Star. They'll tell you. I'm wanting to say Arlington. He's around that area.

Q. Do you know where he works?

A. No, sir, I don't.

Q. Do you know anyone that might be on the Kansas City Star that might know where he lives?

A. I was wanting to say Bob Owens, but I don't know how cooperative Bob Owens is these days. I don't know if Bob's kept -- there might have been some hard feelings between Bob and Summerville, I'm not sure. Because Summerville left with some very bad feelings about what happened. He really got the shaft he felt and so --

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Q. With regard to what?

A. What was going on in marketing. I think Ed Gibson came in and they restructured things, and Summerville just didn't like what was going on, and he got the shaft and was fired. You don't buck the system at Birdview.

Q. Did you have an expense account?

A. No, sir. We -- well, yes and no. If I used my personal card to come up to Olathe, I had to turn in mileage and that type of thing. The meals were paid. It's done on a weekly thing. I had no revolving expense account or anything like that. If I take a trip, I've got to turn in all the receipts and I'm reimbursed.

Occasionally if I flew out to California to visit a factory or look at a piece of machinery, I'd get a travel advance and then I'd have to reconcile it that week. They kept very, very tight control on advances and travel vouchers.

Q. Did any of the employees at Birdview have an expense account?

A. Not that I know of. If anybody did, it would be the boss.

Q. Mr. Ross?

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A. Right. I really, as far as for myself and the managers that worked for me, we had no expense accounts other than travel reimbursements.

Q. And can you explain the mechanics of it?

A. Of our reimbursement?

Q. Yes.

A. We had to bring a receipt for everything except for tips, for every meal, parking, our motels, hotels, whatever, car rentals. All receipts had to be in and balanced. If we entertained a party of, oh, gosh, I don't remember if it's five people or such, we had to write details on our report of what we were doing, and then we had to turn that into accounting for their review and then reimbursement.

Q. Was there a written policy on that?

A. Oh, I don't recall ever seeing a written policy. It was just good practice that we started from day one. I think Ed Hackerott -- it's just good accounting practice, you know, keeping track of where the money went.

Q. So if you could just take me through

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one expense account that -- excuse me, one reimbursement you might have received, you'd fill out whatever you had to fill out and you'd send it on to where?

A. I would hand it in to the accounting department, controller.

Q. And who would take that?

A. Well, it would've either been -- when everybody was there, probably David Hamilton or the gal that worked for me, Doris Detwieler. Well, she worked for David, but then when corporate moved out, Doris ended up being my controller, my finance girl in Chanute, and I'm not sure where it went from there.

They probably sent it to the payables girl for review and reconciliation.

Q. Were you ever questioned about any of your requests for reimbursement?

A. No, because I never turned it in unless it tallied right. If I was given an advance, I had to have the receipts and cash to tally or if I spent it all, or if I wasn't given a cash advance, I had to have all the tickets and the right days and everything.

Q. Is it your understanding that David

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Hamilton or Ed Hackerott routinely took a look at these?

A. I really don't know whether they looked at them or not. I just turned them into that department. I don't know who looked at them.

Q. To your knowledge were expense accounts ever misused or reimbursements ever made for expenses that were not incurred?

A. No, sir, I don't know of any.

Q. Mr. Small, would you consider yourself active politically?

A. You mean as far as making contributions?

Q. Making contributions, volunteering in campaigns.

A. I'm a city commissioner in Chanute. I'm very active locally because that's my thing. I'm not -- had I not been asked, I would have never made a contribution to a federal candidate or anything like that. I'm not that active.

Q. Well, before you worked at Birdview, had you ever contributed to a political campaign?

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A. No, sir, I never have.

Q. Now, you've alluded to this on a number of occasions previously, but while employed at Birdview, did you make any contributions to political campaigns?

A. Yes.

Q. Can you tell me about that?

A. That's what I thought I came for. Yes. I can't remember -- when was that check wrote, July? You got a copy.

Q. Let me introduce an exhibit and have the court reporter mark it.

(Whereupon, S. Small Deposition Exhibit 1 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Now this exhibit should be familiar to you since you sent a copy of this to us.

A. Yeah.

Q. Could you tell me what the exhibit consists of?

A. It consists of copies of checks from my wife and myself and a little letter from the Dole campaign acknowledging the receipt.

Q. And there are copies of two checks?

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A. Uh-huh, for a thousand dollars each.

Q. One from yourself and one from Joy Small --

A. Correct.

Q. -- your wife? Is this the only contribution to a federal political campaign that you ever made?

A. Correct.

Q. How did you come to contribute to the Dole for Senate campaign?

A. I was asked to do so by Mr. Ross.

Q. When do you recall that the subject was first raised?

A. Approximately a week prior to that check. It would have been about the first of June in '84.

Q. Can you describe the details?

A. Yeah, at the time that Bud approached me and others, Birdview was fighting for some legislation in Washington when the satellite scrambling issue was becoming a very big deal. The satellite scrambling issue had to do with HBO, and the cable TV lobby was very, very big in Washington, and they didn't really recognize this industry.

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So there was some legislation in congress having to do with putting a moratorium or a freeze on any action that the cable industry may take which could be very detrimental to us, which they ended up taking anyway. That's why Birdview went out.

But at this time there was some legislation stalled, and when I was approached, of course I didn't feel good about it at all, but I kind of put Bud off for a week, and then he requested it a second time and said, I need your check today. He was very demanding.

During that week I had talked to Steve Phillips and I asked him, Hey, what's going on, why do we have to do this, and he said, Well, the story he got was Senator Dole had given a speech in -- I can't recall whether it was Los Angeles or Anaheim during one of our trade show conventions.

Senator Dole spoke as a politician for the legislation or against it or whatever, I don't recall, I wasn't there, but the story I got was that Bud called Topeka or wherever his headquarters is and asked why the legislation was stalled.

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Bud's reply or the reply he got from the committee was we need $20,000 to reimburse for this speaking engagement or something, I can't recall exactly how it was worded, but it had to do with the intent was if you want Senator Dole's vote, we need $20,000 for this speaking engagement that he was not reimbursed for.

Q. Mr. Ross said this to you?

A. No, I think it was through Mr. Phillips. I don't think Bud would have told me that. Steve was very honest and truthful, but I was asking why, why do we have to give. I mean the number $20,000 kept floating around the plant. I mean Bud made no secret of it.

Of course, we were all caught up in the fervor of our industry. We felt that we had to do something, you know, and we were under the impression that we had -- we were under a lot of pressure from Bud, at least Hamilton and I, and I don't know, Galemore is a different story, but we felt that -- the story I got anyway in my mind was -- in fact, I was told that the company could only give $3,000 and they needed 20,000 and we've got to come up with the rest by such

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and such date because that legislation was stalled, and so I went home and said, Joy, you've got to write out a check.

She wrote out one and I wrote out one and I turned it into Bud, and that's the end of that.

Q. Now, Mr. Phillips told you that who had contacted Dole headquarters?

A. I believe that Bud -- Bud was involved in a -- our trade lobby called SPACE, Society for Private and Commercial Earth Terminals, or something like that, and we were just a very infant group, and Birdview was putting a lot of money into our lobby group in Washington, and I don't know, they've got the watchdogs watching what's happening up there on this legislation.

Somehow the word came down to Bud that it stalled, find out what's going on. So Bud was tight with Dave Owen and that group up in Topeka, and I don't know if Dave was involved in it or not. Well, I guess he was, but Bud made a phone call -- at least Bud or someone, I didn't get this direct from Bud -- but the word came back from the Dole committee that the money had to be raised.

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It was implied or the intent was it had to do with this legislation. So that's what was told to me, and it either had to be from Steve -- I don't think Bud would have told me. I'm not clear on who I got it from, but it had to be one of the two, and I'm certain it was Steve because Bud would never have told me that, but I just was asking questions.

When Bud first asked me for the check, I felt very uncomfortable about it, and had I known I was breaking a law civilly, I would never have done it at all.

And I was told this is a way around it. It's done all the time, and I said, Great, you know, and I didn't feel I had any recourse but -- you don't do that to Bud very often.

You know, I felt under a lot of pressure to give, and I could have probably resigned, but that surely wouldn't have been good -- I mean, here I was in charge of a whole damn division trying to salvage it, and so to me weighing off the pros and cons didn't -- in fact, I didn't even think a thing about this until it came up in the paper. I didn't really feel anything was done wrong.

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Q. Well, you told me that Bud Ross approached you twice --

A. Uh-huh.

Q. -- about this? Can you describe what he said to you the first time?

A. Not directly. It's just that I need -- oh, well, yeah, the first meeting after he told me I need a check -- he needed a check to Dole from my wife and I, of course my first question was why, and then it had to do with I believe it was the -- I think Bud only mentioned at that time it had to do with the pending legislation and left it at that, and then my question was reimbursement.

There's no way I could take $2,000 out of my cash flow at home that quick, and he said, I'll reimburse you next week, next pay period.

Q. Were the two of you alone when this conversation came up?

A. Yeah, he did it one on one.

Q. And did he ask you or did he tell you?

A. No, I think it was, I need a check. He said, I need a check from you and Joy, and then I hesitated a week and he came in --

Q. Came in where, to your office?

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A. Yeah, he came in later in the week and said, I need your check today. I mean he demanded it. I need your check today. In fact, I think that's what happened to Hamilton. I didn't know that he gave on the same day I did. So evidently Bud hit both of us on the same day. Because I felt really uncomfortable about it and I was hoping it would go away, but he came in later that week and demanded a check.

Q. Why did you feel uncomfortable?

A. Just my nature. I didn't feel right about it because I knew outright they were -- you know, I was told the company gave 3,000. They've got to have 20,000 and I thought, Well -- then it was explained that if you give, it's okay, and Bud made no attempt to reimburse us later on in the year or whatever.

I mean it was -- I got reimbursed a week later or two weeks, whenever the next pay period was.

Q. Did you request reimbursement?

A. Well, that was my question. I wasn't asked to give. I was pretty near told, and I didn't feel -- if the company is requesting this from me, I mean --

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Q. And what was his reaction to that?

A. He said yeah, we all got reimbursed.

Q. At that point did he indicate that other people were being asked to do the same thing in the firm?

A. I knew of it.

Q. Did Mr. Ross tell you that?

A. I can't recall. I mean I knew Hamilton was giving. I knew Phillips gave, although he denies it, because we talked about it. I wasn't aware that Galemore gave until later, but I knew that two other officers were involved in that one time.

Q. How do you know that?

A. We talked during that week. I mean I talked to Hamilton.

Q. Who did you talk to that week?

A. I talked to David Hamilton and Steve Phillips. I got most of the information about the why we're doing it from Steve Phillips about the speech and the $20,000 and what it's going for and all that.

Q. What did you feel would have occurred had you refused to contribute?

A. If I would have flat refused, knowing

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what Bud had done in the past and -- he ex-communicates you. I mean, I got ex-communicated as it was just by bucking his -- what he wanted to do as far as the company organization.

Had I refused, I felt that -- somewhat intimidated. I would have been shoved into the corner, ex-communicated. I felt threatened and I didn't feel it warranted -- like I said earlier, I could have resigned I guess, but --

Q. Do you feel as though you would have lost your job?

A. No, sir -- well, next to it. I mean I think I would have been -- maybe losing my job would have been the better of what I've seen happen. Sometimes people get put in positions where they -- well, like what happened to me the last six months of my tenure.

I should have quit. I mean they put you in an uncomfortable position and make you squirm and suffer, and I've seen that happen.

Q. And you thought that would happen to you because you would not be considered a team player?

A. Absolutely. I've seen it happen, and

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Bud was already ex-communicating me from being a player. I was put under Steve, and I would have felt that this would have been one more step to -- he's just a very difficult man to say no to. I mean he's demonstrated through the years that if you don't do it my way, it's the highway literally, and I felt intimidated.

I could not say no to the man even though inside I was questioning it and I felt -- I wrestled with it for a while. What I did -- the way I rationalized it, I wanted to make sure -- I'll never ever put my family in jeopardy and I've told Bud this many times, that whatever we do, make sure that personally I'm okay, and discussing it with Steve and everything, I was lead to believe that, yeah, the company can only give 3,000, an individual can give a thousand apiece and you just write a check and we'll reimburse you, and as naive as I was, I had no idea that I was personally committing a crime.

I thought, Well, that's the company's problem. Bud told me to do it. I didn't even think as an officer I was doing anything wrong, but I know different.

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Q. Your discussions with Mr. Phillips and Mr. Hamilton --

A. Uh-huh.

Q. -- subsequent to --

A. I had more with Mr. Phillips. The only discussion I had with Hamilton -- I can't recall he and I ever talking about the legalities. I -- oh, I do remember one discussion I had with Hamilton.

We sat down and we calculated very carefully the amount of money we would be reimbursed to make sure it washed, and I think Hamilton alluded to this in the Kansas City Star discussion of it that the money we were reimbursed was equal to $2,000 after taxes and everything was withheld so we would not have a loss. You understand it was $2,000 plus withholding and everything so we netted $2,000. I remember that discussion with Hamilton.

Q. How was the reimbursement affected?

A. Affected?

Q. How was it done?

A. It was just added to my check on the next pay period. There was no -- I don't believe any line item or anything. It was just

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increase in salary for one pay period.

Q. And who had to be involved in the paperwork that underlies something like that?

A. It was just a matter of Bud telling Hamilton to go ahead with it. I mean Hamilton was put in an awkward position because he was over -- and believe me, it wasn't his idea, but he was told to reimburse, and I presume it had to go through the payroll department, I mean the payroll clerk. Bud was the authority to say go.

Q. There was no question about that, that it was Bud Ross' call?

A. No, I wouldn't have done it. I couldn't take $2,000 out of my cash flow. I mean I had to have reimbursement. I don't know David's status. I don't presume he was any wealthier than I was at the time.

Q. And Mr. Hamilton tried to arrange this so that no one would end up losing any?

A. That was discussed with Bud too. I mean the amount, the exact amount, whether it would be $2,000 or netting $2,000, and I remember David and I had a little discussion on that, that it would be net. I was concerned about that, but that's all we talked about, and

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then Phillips and I had more discussions on the nature of the action, why it was being made.

Q. Was it generally understood around the office that there was some type of plan to effect contributions?

A. No, I never gave contributions, and Bud never made it public that we were to contribute. I mean it wasn't -- Dave Owen came to the plant once. We were encouraged to support SPACE, but the company did as a whole, not individually. I think Birdview is one of the largest contributors to the SPACE lobby organization.

The first time this ever came up was just out the blue when Bud came in and mentioned this, and I don't know, he really didn't -- it didn't appear to me that he kept it a big secret, you know. There wasn't any cloak and dagger stuff.

He came in my office and we talked about it freely. I mean when I was talking on the phone with Steve or talking to Hamilton, nobody said, Hey, keep it quiet or anything, and Bud never made any attempt to -- I mean, I was reimbursed right away.

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So I don't think there was any attempt to cover up anything, you know, to make it -- I didn't even think it was illegal at the time. We were all wrapped up in so many other things at the time.

Q. Now, you presented this plan to your wife, did you not?

A. Uh-huh.

Q. Can you describe that for us?

A. Well, I went home and asked her for a check and then I got the third-degree. What do we need that for? And I explained that we'll be reimbursed. I think she had some reservations, but she was following my orders directly.

I said, I need a check and we'll get it back next paycheck or pay period, and I don't think she really understood what was going on. I think she put her trust in me as I put my trust into Bud. If you say so, it's okay.

Q. Well, let me just ask you beyond your wife, yourself, David Hamilton and Steven Phillips, do you know anyone else at Birdview that made contributions that were reimbursed later?

A. Dale Galemore.

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Q. And how do you know about Mr. Galemore?

A. After the -- well, of course Dale Galemore is listed as a campaign contributor. So I know Dale is a lower level manager and he and his wife were involved too. I did not have any discussion with Dale until after the Kansas City Star thing came out, and he called me at work and he was pretty upset.

First thing he said, Have you contacted a lawyer? And I said, Sure I have, and he says, Well, what are you doing? I said, I'm telling the truth. I don't have anything to hide. I said, I didn't volunteer any information to the Kansas City Star. They just asked the right questions, and he said, Well, my wife is totally upset. He said Cindy -- he said, I denied everything to the Star. And I said, Well, you better go see a lawyer, and he said, I have and he said to tell the truth.

Galemore related to me in this discussion that he was approached, he was called by Roger Mason. He worked for Roger at that time. Roger called him at home and said, We need your check now. Would you please bring it

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out? He went out to the plant and went to his -- went to Roger's office.

Dave Owen was there and Bud Ross was there to receive the check, and the reason he told me that --

Q. Pardon me, who was there besides Bud Ross?

A. Dave Owen. Dave Owen was there. I'm certain that Bud was under pressure from Dave Owen, but that's just my personal feeling.

The reason Dale Galemore called me, because he thought I was there, that I was there that night, and I said, No, I turned my check in directly to Bud and I had no association with Roger, and I don't know if Roger gave or not.

I don't think he was listed on that thing, but Dale was feeling -- he's a very honest person, he's a super guy, and he got himself in a crack and he denied everything to the Star, and he was calling me and was just letting it out, and he thought I was there.

He said, Someone else was there, and I said, It wasn't me. He felt real bad because Dave Owen -- he said, I swear to God, Bob and Dave and Roger were all there to take my check,

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and I said, Well, you better talk to somebody about that.

Q. Did he tell you that he was reimbursed?

A. I can't recall.

Q. Was it your impression that he was reimbursed?

A. I'm almost certain he was. He was a low level manager and he can't make a $2,000 contribution.

Q. Did he talk about the expense that might be involved?

A. No, sir.

Q. Did he tell you he was fearful of losing his job?

A. No. He was more concerned about the connection of Dave Owen and Bud.

Q. Why did that concern him?

A. Because Dave -- because Dave Owen was in the paper every damn day you turned around at that time when that Kansas City Star thing hit. They were crucifying Dave Owen around here in the papers, just one thing after the other. Kansas Microwave and all these other things he's got, and he was getting real scared that the

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Galemore family was going to be in the papers.

Q. So in hindsight given Dave Owen's later celebrity, he was concerned about the initial --

A. Yeah, he didn't really know how deep he was in, nor did I, and the only difference is when -- evidently Dave Hamilton made contact or the paper made contact with Hamilton first because Galemore told me that the Kansas City Star was trying to verify the story.

They got ahold of Bud and they got ahold of Steve and both of them said, No comment, and Bud was trying to get ahold of Galemore, left messages, and Galemore didn't return them and he didn't know why, and he said, This is probably why, and then they got ahold of me last.

I managed to duck the Star for two days. I told my secretary and everybody, I'm not taking calls from the Kansas City Star, and somehow he got my home phone number and I forgot -- I would never thought they would have called me at home because my daughter is on the phone 24 hours a day, but she happened to be off when he called, and I was the last they talked

to, and the Star had everything.

He just popped one question after another. All I had to say was yes or no, and then my feelings on, as I told you, about the political connections. That's the only reason I know we were into it, was our lobby.

Q. Did Galemore tell you that he was told by Roger Mason to contribute?

A. No, sir, but I'm sure he was part of that group.

Q. Why would you think that?

A. Well, I know what he made, and it's not normal for a middle manager to give $2,000, especially his wife -- oh, wait a minute. There is a piece of information he did tell me that he was -- he was reimbursed because he told me his father-in-law told him that accepting the check was illegal. I do remember that.

Galemore told me that his father-in-law told him that what we did was illegal. So that's why I -- he was reimbursed. I'm sure he was.

Q. Who was his father-in-law?

A. I don't know. I can't recall his name. It was either his father or

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father-in-law.

Q. Was he a lawyer or something?

A. Pardon?

Q. Was the individual a lawyer?

A. No, no, but evidently it wasn't kept quiet. We were never told to keep this hush-hush, and the father-in-law or father found out about it, giving the check back, and Dale did make the statement to me on the phone that he was told that what he did was illegal at that time, and that was the first time I got concerned. I thought, Oh, shit, because I didn't think I did anything illegal.

Q. And this was during the conversation after the Star had started --

A. Right, this was a couple months ago, three months ago, I can't recall. Yeah. So that's why I believe, I have reason to believe that he was reimbursed. I don't think he -- I can't recall him ever saying, Yes, I was reimbursed, but he said that his father or father-in-law said it was illegal for him to take that check and be reimbursed.

Q. Anybody else that you can think of that's associated in any way with Birdview

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that -- or with Mr. Ross?

A. I don't know.

Q. Don't know of any other people --

A. No, sir.

Q. -- that contributed to Dole for Senate?

A. No, sir.

Q. What about any other campaign?

A. No, sir, I don't know. From what I understand, Galemore told me Steve Phillips -- well, this was in the Kansas City Star. They had everyone's names and the amount they contributed. That's more knowledge than I had, but it appears Steve Phillips gave before, before this time. He had already done it once previous.

Q. Do you know a Rhonda Ross?

A. Uh-huh.

Q. Who is Rhonda Ross?

A. Bud's daughter.

Q. And do you know where she lives?

A. Last I knew she was living up in Overland Park.

Q. Does she live with her father?

A. No, no, she's separate. I don't

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know -- they had a little house out in the country somewhere around by Overland Park.

Q. Her name is Ross still?

A. It's hard to say. She had a baby but she wasn't married. So I don't know. I don't really know what her status is or where she's at.

Q. We're going to be closing up now. You have a right to review and sign the transcript deposition or you can waive that.

A. You say I have a right to a copy?

Q. To review and sign and make any changes if you think there's an inaccuracy in what's been transcribed. I would tell you that any change that alters the meaning, you'd have to explain in a statement to us.

A. No, I have said everything.

Q. Are you going to waive your right to sign and read?

A. Yes, yes, I think it's correct.

Q. I have your witness fee and mileage check here.

A. Okay.

Q. Principally the sum of $80.82.

A. Thank you.

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Q. And, finally, I'd like to remind you of the confidentiality of the proceedings here.

A. Understand. I've been through this before.

Q. And I'm not going to close the deposition. I don't expect we'll be talking to you again. We may want to follow-up. So I'll adjourn the deposition. Do you have any questions?

A. No, sir.

Q. Thank you very much for your corporation.

A. Okay.

(Whereupon, it was stipulated by counsel and the witness that submission of the transcribed deposition to the witness for examination, reading and signing is waived and that said deposition shall possess the same force and effect as though read and signed by the witness.)

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C E R T I F I C A T E

I, JANENE M. HILL, CSR, a Notary Public of Lafayette County, State of Missouri, do hereby certify:

That prior to being examined the witness, was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this 4th day of April, 1988.

Janene M. Hill

JANENE M. HILL, CSR,
Notary Public Lafayette County
State of Missouri

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ORIGINAL

TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

FEDERAL ELECTION COMMISSION

- -x
:
IN RE: :
:
MATTER UNDER REVIEW NUMBER 2582 :
:
- -x

DEPOSITION OF ROBERT OWENS

Kansas City, Missouri

Wednesday, April 20, 1988

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF ROBERT OWENS,

a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 20th day of April, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

RAYMOND J. THIBAULT, R.P.R.

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463.

Appearing for the Respondent was MR. JOHN C. AISENBREY of STINSON, MAG & FIZZELL, 920 Main Street, P. O. Box 19251, Kansas City, Missouri 64141.

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ROBERT OWENS,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MR. BLESSINGTON.

Q. This deposition is being taken pursuant to a Federal Election Commission subpoena issued in connection with an investigation under Section 437g of the United States Code, Title II of the United States Code. The statute provides that this investigation remain confidential until the Commission closes the investigation. The investigation is designated as Matter Under Review No. 2582. I'm Daniel J. Blessington. I'll be representing the Commission here today, along with Susan Beard. Please state your full name.

A. Robert E. Owens.

Q. You have a right to be represented by counsel. Are you?

A. Yes, I am.

Q. And can you identify him?

A. John Aisenbrey of Stinson, Mag & Fizzell.

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Q. I'm going to give you a brief explanation of what to expect today. I'm going to be asking questions designed to elicit information regarding possible violations of the Federal Election Campaign Act. You are a respondent in this case and I will ask you questions concerning your involvement in possible violations. However, I'll also be seeking information regarding possible violations of others.

The court reporter will take down everything that is said. It will be typed and a transcript will be produced. For the sake of clarity, please give verbal answers and try to refrain from nodding or shaking your head.

Please treat this proceeding as if you were testifying in a court of law and remember that you're under oath. If you don't understand a question, if you don't hear me completely, or if you need a break, please tell me. If you wish to qualify any answer in any way, please do so. If during the course of the deposition you realize you gave an inaccurate or incomplete answer to an earlier question, let me know and we'll give you an opportunity to amplify or

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correct the record.

Could you please tell me your home address.

A. Yes, it's 12328 Pembroke Lane, Leawood, Kansas.

Q. And your telephone number?

A. [redacted]

Q. What is your marital status?

A. I'm married.

Q. And your spouse's name?

A. Is Betty.

Q. Betty?

A. Betty F. Owens.

Q. And what is your current occupation?

A. I'm in commercial real estate.

Q. What is your place of employment?

A. Grand American Real Estate.

Q. Do you have a college degree?

A. No, I don't.

Q. What's the highest level of education --

A. High school.

Q. Apart, of course, from speaking to your lawyer, what have you done in preparation for the deposition?

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A. That's about it.

Q. Have you talked to anyone else?

A. No, I have -- I have talked to Dave Hamilton, who has been in here. I hadn't -- he told me he'd talked to you and didn't really disclose any of the content of the questioning.

Q. Mr. Owens, were you ever --

A. I might mention, I deal with him on somewhat of an ongoing basis. We were together at Birdview. He's a financial consultant and he does projections, financial projections, for me for -- I do some consulting for businesses and he does some consulting for me, so I'm talking to him fairly frequently.

Q. Okay, thank you. Mr. Owens, have you ever been employed by Birdview Satellite Communications --

A. Yes.

Q. -- Incorporated? And when did you begin there?

A. April of 1981, is actually when I went on salary. I was -- as a consultant, as early as about December of '80.

Q. How did you come to work there?

A. I had known Charles Ross and I was

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living in Denver and had had some experience in the TV -- retail TV and stereo business. He called me in November of 1980 and said that he was interested in doing a project and asked my opinion of it and asked me if I would be interested in getting involved in it, and I said "yes."

Q. And it took you a while before you ultimately did get involved?

A. Well, like I say, we had a meeting in Kansas City here in December of 1980, in a preliminary meeting of people in the organization. And then I was on a consulting fee, a couple thousand dollars a month, for -- not sure if it started in December or January, but several months there. Then about April I believe I went on salary.

Q. So you really did begin your association with Birdview at the outset of the company?

A. That's right, uh-huh.

Q. Did you put up any money?

A. I did, yes.

Q. Can you tell me the circumstances surrounding that?

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A. Yeah, I put up $10,000, as an investment in the company.

Q. When you began your employment in April of 1981, what position did you hold?

A. Vice president marketing.

Q. What were your duties?

A. To organize a marketing group, marketing organization, to market the product, satellite systems.

Q. And who did you report to at that time?

A. I reported to Mr. Ross.

Q. And did you supervise a staff?

A. Yes, small staff, which we built -- built up from that point on.

Q. What positions did the staff hold that you supervised?

A. Well, it was people that were in marketing, salesmen, secretary, so forth.

Q. Did you have sales managers, for instance, that reported directly to you?

A. At that point I don't think I had sales -- later I did, but at that point I didn't have any sales managers.

Q. How long did you hold that position?

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A. Oh, through -- I'm not -- I don't recall exactly when it was, but it was like -- I don't know. I would say just approximately -- I don't recall the dates, but I would say a couple of years, about two years.

Q. Allow me to introduce an exhibit, maybe refresh your recollection.

MR. BLESSINGTON: I'd like to have this marked as Exhibit 1, please.

(Whereupon, Deposition Exhibit 1 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Could you look at that, Mr. Owens?

A. Uh-huh.

Q. Does that help --

A. Yes.

Q. -- refresh your recollection?

A. Uh-huh.

Q. Could you identify what that is?

A. Yeah, it is a personnel transaction and it effectively says that I was promoted from vice president of marketing to executive vice president effective October 1st of '83.

Q. Now, when you were appointed executive vice president did you still maintain the role

9504368302 1

of vice president of marketing --

A. Yes.

Q. -- at that time?

A. Uh-huh.

Q. And about how long was that?

A. I would say until -- effectively up until about late '84.

Q. And what were your duties as executive vice president?

A. Marketing was my duties, and that was primarily it. I also conversed with stockbrokers and analysts and worked on like annual -- financial reports, annual reports, that type of thing, helped out with some administrative duties at -- for instance, I remember that personnel transactions would go through me for other people, like for manufacturing. I'm not sure if they did it for all different areas, but I do remember manufacturing, approving raises and that type thing.

Q. So you had greater authority in that role for more individuals?

A. That's correct.

Q. Okay. Is it fair to say that you were

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in a position of authority over other vice presidents?

A. No, not really.

Q. No?

A. No.

Q. When Mr. Ross was away, were you in charge of --

A. No, not really. I was never in a position where I was able to tell them what course we were going to take. They always dealt directly with him. They may have -- on a small matter, they may have asked me something but -- since he was gone, maybe if I could help them a little bit, but basically they still reported to him.

Q. Did you approve raises of people beyond the marketing area?

A. Yes.

Q. You did?

A. Yes, uh-huh.

Q. Did you do that in consultation with Mr. Ross?

A. No.

MR. AISENBREY: You're not talking about vice presidents here?

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MR. BLESSINGTON: Yes.

THE WITNESS: I'm not talking about officers.

MR. AISENBREY: You are?

MR. BLESSINGTON: Yes.

MR. AISENBREY: He didn't think you were.

A. I would approve raises of hourly people and managing people but not --

Q. (By Mr. Blessington) Outside of marketing?

A. Yes. Like I mentioned manufacturing people, I'd approve raises if somebody was going to go from $4.50 to $5 an hour or if a manager was going to go from $15,000 to $18,000 a year, but I didn't approve raises of other vice presidents.

Q. What I'm really trying to establish is, you know, what difference in the role from marketing vice president to executive vice president --

A. The difference was basically I had a few more duties and a little bit broader duties, but I did not -- I was not in authority over the other vice presidents.

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Q. When did you leave Birdview?

A. July 17th of 1985.

Q. And could you explain why you left?

A. Yes, it was a -- it had become sort of a political atmosphere and I no longer had marketing responsibility and decisions were being made without my -- you know, the benefit of my knowledge. And I felt somewhat like an outsider and was unsure as to the future of my position with the company. I was -- you know, felt that way. Ross came in and told me that he was going to let me go and -- because I had -- the directors wanted me to leave because they felt like since I'd sold stock in the company, that they no longer, you know, wanted me to be representing the company. So . . .

Q. Now, you had known Charles Ross for quite some time --

A. Yes.

Q. -- had you not?

A. I did.

Q. Had you worked with him prior to Birdview?

A. Yes, uh-huh.

Q. And what was the nature of the

9504368302 5

relationship you had with him while you were at Birdview?

A. Well, the first few years it was very good. We worked together very well and had a very close relationship. And then later on it just seemed to sort of become diminished, the relationship just got worse. And we just didn't see eye to eye on things. Like I said, I felt somewhat like an outsider as things went on.

Q. When did you start feeling like an outsider?

A. In about the fall of '84.

Q. Can you pinpoint a specific reason?

A. Oh, it had to do -- I think Ross is a fairly, oh, emotional type person and he had his son -- brought his son into the company. His son was under me, and his son would begin to go to him. And of course, his son had a friend or two that was in the field, salesmen in the field, and they would talk. And I felt like there were marketing decisions being made by the guy in the field and his son and I was being told that that's what was going to happen. So that contributed to it.

Q. Now, his son's name was --

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A. Stan, Stan Ross.
Q. Is that Stanton Ross?
A. Yes.
Q. So you basically felt your authority being undercut --
A. That's true.
Q. -- in that fashion?
A. Yes.
Q. Was there anything else?
A. No, that's -- anything else as --
Q. Anything else that contributed to the deterioration of your relationship with Mr. Ross?
A. Not that I can think of. I think it was a combination of, you know, a lot of events, and a lot of which I can't remember. It wasn't just that particular thing, but there was a combination of things.
Q. You're suggesting it deteriorated over a period of time?
A. Yes.

MR. BLESSINGTON: I'm going to ask that this be marked as Owens Exhibit No. 2, a two-page document.

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(Whereupon, Owens Deposition Exhibit 2 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Would you look at that, Mr. Owens?

A. Sure.

Q. Take your time with it and let me know when you're ready and I'll ask you some questions over it.

(Brief pause.)

A. Okay.

Q. (By Mr. Blessington) Could you state for the record what you are perusing?

A. It's an expense report.

Q. For Birdview?

A. For Birdview Satellite.

Q. And is your name at the top?

A. My name, and it's the week ending 12-8.

Q. 1983?

A. Right, 1983.

Q. Did you fill this out?

A. It is in my writing, with the exception of the figures on the left at the lower portion and the figures below the 23 83

(Whereupon, Owens Deposition Exhibit 2 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Would you look at that, Mr. Owens?

A. Sure.

Q. Take your time with it and let me know when you're ready and I'll ask you some questions over it.

(Brief pause.)

A. Okay.

Q. (By Mr. Blessington) Could you state for the record what you are perusing?

A. It's an expense report.

Q. For Birdview?

A. For Birdview Satellite.

Q. And is your name at the top?

A. My name, and it's the week ending 12-8.

Q. 1983?

A. Right, 1983.

Q. Did you fill this out?

A. It is in my writing, with the exception of the figures on the left at the lower portion and the figures below the 23 83

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93.

Q. I'm sorry. Could you point out where you say it is not your --

A. These -- these are not my writing here (indicating), and then these two numbers are not my writing here (indicating).

Q. I see. So the numbers that are not your writing are below the last line of the grid, if you will, in which the various charges are indicated?

A. Yeah, the 23 83 93 is my writing, but the two figures below that are not.

Q. I see. I'm just going to ask a couple questions to try to get an idea of how the expense reimbursement worked. Now, there are a number of columns, appears to be a weekly expense report.

A. Uh-huh.

Q. And at the bottom on the right-hand side it indicates total expense for the week and somebody, apparently you, filled in $2,383.93.

A. Uh-huh.

Q. Directly under that imprinted on the page it says "less expense allowance, $300."

A. Uh-huh.

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Q. And below that, "amount due me/company," and it indicates $2,083.93. And is that your signature below that?

A. Yes, it is.

Q. Now, Mr. Owens, what does that $300 represent?

A. I don't recall what that number represents.

Q. I'm not suggesting what it was spent for precisely but --

A. I -- I just can't tell you.

MR. AISENBREY: Did you get $300 every week as an expense advance?

THE WITNESS: I don't remember. I just don't. I'm sorry.

Q. (By Mr. Blessington) Is it possible that the expense allowance was an advance of some sort?

A. Well, again, I can speculate. It's possible. But I just don't recall what the $300 figure is, what that represents.

Q. Well, you had a total expense for the week of $2,383.93?

A. Uh-huh.

Q. And then there's a $300 figure that's

been subtracted from that to net you $2,083.93.

A. Uh-huh.

Q. Seems to suggest that you received $300 somewhere along the line for something.

A. Well, it seems to suggest that. I just don't remember what the $300 -- I don't recall any kind of a $300 figure. I just don't recall it, what significance that would have had.

Q. But do you recall having filled out a number of these reports?

A. Yes, uh-huh.

Q. And the figure appearing next to the printed explanation "less expense allowance or direct billing," would you consider that to be generally an advance of some sort?

A. Well, you're asking me to try to speculate on what it could be and I just -- from the way it says here, less expense allowance $300, I don't recall that there was a -- that there was a certain allowance of $300. I just don't recall that. You know, a weekly allowance of $300, I don't recall anything along those lines, no.

Q. Quite frankly, I'm not as concerned

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about the $300 figure as to what would be put on that line in the expense reports.

MR. AISENBREY: Did you ever draw advances before you took a trip?

THE WITNESS: I might have, but generally I didn't.

MR. AISENBREY: Would you have things direct billed?

THE WITNESS: Expense allowance, I don't --

Q. (By Mr. Blessington) Did you --

A. I just -- you know, it's been, you know, five years almost. I just -- you know, I . . .

Q. Did you fill out a lot of these?

A. Yes, uh-huh.

Q. But you don't really recall too much about that second line under --

A. Well, see, I didn't fill out $300. I guess it would be if it was -- if there was a certain allowance that was already there or something. I don't know. It just doesn't make sense to me. Allowance, like there was a -- according to this, it would have been a certain allowance per period or something, and I don't

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remember there being such a thing.

Q. Well, could you take a look over at the left-hand side of the page at the bottom?

A. Uh-huh.

Q. And there's imprinting that says "approved by" and there's a stamp that doesn't show up too well but it appears to indicate "paid"?

A. But there's a number written there.

A. Uh-huh.

Q. [redacted]

A. Uh-huh, uh-huh.

Q. Do you have any idea what that refers to?

A. No, I don't.

MR. AISENBREY: Accounting book entry.

Q. (By Mr. Blessington) It would appear to be some type of accounting code. But you're not familiar with that?

A. I'm not familiar with it.

Q. Who would approve these expense reports?

A. Mine were approved by Ross. Just trying to recall. I don't -- I don't remember

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if hack -- if Ed Hackerott was there at the time or it might have -- if Ed Hackerott was there, it could have been him; but otherwise, it was Ross.

Q. Now, again, the first page, where it says "approved by," right next to that it appears to be the initials "P.E." Does that ring a bell?

A. No, it doesn't.

Q. And when you said you didn't fill out on the right-hand side of the page the lines below the $2,383.93, who do you think filled those out?

A. I don't know. Looks like it's the same writing as the left-hand side of the page.

Q. Do you think it might have been somebody in accounting?

A. Could have been.

Q. Could you go to Page 2.

A. Uh-huh.

Q. And could you tell me what that is, please.

A. Robert Owens, Birdview expense account, Robert Owens period, from 12-8-83 to 1-20-84.

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Q. It's a form just like the other one?
A. Yes, uh-huh.
Q. Only it appears to have been altered so that it's not simply a weekly form. You apparently put a number of different weeks in that one?
A. Correct.
Q. Again, if you go down to the bottom of the page below the grid, where it indicates total expense for week, the figure is $955.61?
A. Uh-huh.
Q. And that has been crossed out. Did you write the $955.61?
A. Yes, I did.
Q. Did you cross it out?
A. I don't think so. It doesn't look like -- it looks like it was crossed out by the same person that wrote the figure below it.
Q. And the figure below it is --
A. $973.24.
Q. Now, I'm going ask you pretty much the same question.

Do you think that would have been some type of advance payment so that you really weren't entitled to anything on this particular

9504368310 6

expense form?

A. What would have been an advance payment?

Q. The $973.24?

A. No, it looks to me like a correction of the $955 figure.

Q. I see.

A. If I -- I mean, I don't -- looks to me like maybe it was a mistake in addition.

Q. Can you move over to the left-hand side of the page, again at the bottom, approved by, can you read that writing?

A. Well, I believe that says Spillars.

Q. And who is Spillars?

A. First name was, I think, Dick Spillars. And I had forgotten. He was president of the company for a short time there for a couple of months, I believe. That would have been, I think, during the period that -- obviously it was during the period he was president of the company.

Q. Now, Mr. Owens, this expense report, again you've indicated a period of some 12-8-83 to 1-20-84.

Was that meant to cover all the

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expenses that you incurred during that period?

A. From 12-8-83 to 1-20-84, I would say that it would cover -- yeah, reimbursable expenses, yeah.

Q. And there's no indication of an advance payment being made?

A. An advance payment being made?

Q. Well, we've --

MR. AISENBREY: Similar to $300 on Page 1?

A. Oh, this one here? That's correct.

Q. (By Mr. Blessington) You suggested the $973.24 --

A. Was a correction, yes. No, it was not an advance.

Q. Right, you suggested that that was a correction?

A. A correction.

Q. It might have been a math error or something?

A. Right.

MR. BLESSINGTON: I'd like to have this marked as Deposition Exhibit 3, if I could.

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(Whereupon, Owens Deposition Exhibit 3 was marked by the reporter for identification.)

Q. Take your time, take a look at it --

A. Okay.

Q. -- and I'll ask you some questions.

(Brief pause.)

A. Okay.

Q. (By Mr. Blessington) The exhibit consists of copies of two documents.

A. Uh-huh.

Q. Could you explain what those documents are?

A. Check request, Robert E. Owens, and date -- the top one is 11-15-83. Reason -- you want me to read them off? They're just check requests with my name on them.

Q. They're fairly short. Could you just go through --

A. Okay, the first one is trip to St. Louis, amount of $300. The second one is check request dated 12-22-83, for Bob Owens, says special expense advance. Amount is $2,000. Looks like it's approved by -- looks like Dave Hamilton.

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Q. Do those look like Dave Hamilton's initials?

A. Uh-huh.

Q. Now, if we could go to the top check request, would this be the kind of thing that you would utilize when you wanted an advance?

A. Well, I didn't -- I don't remember filling those out. I never filled those out. I didn't fill these out.

Q. Have you ever seen anything such as this before?

A. I vaguely remember having seen such a document, but I didn't come in contact with them on a regular basis.

Q. Well, when you were taking trips, for instance --

A. Uh-huh.

Q. -- did you ever get advance payment?

A. I wouldn't think as a regular -- I'm just -- I don't remember particularly, but I wouldn't think as a regular thing I would have. I may have on occasion, but normally I would charge them on my charge card and get reimbursed.

Q. Well, you were at the time vice

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president of marketing, at the time of this first check request. You'd been with the company for some time.

What do you think this check request represents?

A. Trip to St. Louis?

Q. Who might have put it in?

A. Well, I may have put it in. I don't specifically remember it because it's a detail from a long time ago. But, you know, it -- I don't know. We were doing some -- as I remember, some financial public relations and we had a public relations firm in St. Louis. And that would have probably been the reason for going there. I don't know why I would have, you know, requested a check for $300 in advance unless there was some particular expense I was going to have, something like that.

Q. But this does appear to be a request for an advance payment because of a trip to St. Louis that was taken by you?

A. Does appear to me.

Q. Let me correct what I indicated earlier. I believe at this time you had already become executive vice president? I think I just

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demoted you.

MR. AISENBREY: Well, he was or he wasn't.

MR. BLESSINGTON: I just wanted to be accurate about it, counsel, if that's all right with you.

MR. AISENBREY: That's fine.

Q. (By Mr. Blessington) Now, could you take a look at the bottom form.

A. Yes.

Q. Now, it indicates date needed 12-22-83, to Bob Owens, and the reason for the request as you've indicated earlier, special expense advance.

A. Uh-huh.

MR. AISENBREY: That's what it says. He indicated earlier he's also indicated he didn't fill it out and I don't think he's ever seen this document until you showed it to him today. So let's not have the record be occluded to the fact that he's testifying that that's what it is. He's just reading the words on the page.

MR. BLESSINGTON: Fine.

Q. (By Mr. Blessington) Do you recall

9504368311 2

ever having seen this before today?

A. No, I don't.

Q. Do you recall receiving a $2,000 check in late December of 1983?

A. I don't recall it. I don't remember receiving a check.

Q. Does this copy of a document bring anything to mind?

A. Well, it --

MR. AISENBREY: Yeah, sure it does. That's why we're here today, I suppose.

MR. BLESSINGTON: I'd like the witness to tell me if this brings anything to mind.

MR. AISENBREY: Well, you're asking him to guess, but go ahead and guess.

A. Well, it brings to mind, like John Aisenbrey said, the reason we're here is because of a contribution to a campaign, is one thing. It also brings to mind that during that time I bought a house and had $2,000 -- bought a house in Kansas City and -- because the company was moving up there, and had a $2,000 earnest money deposit on house. So it's --

Q. (By Mr. Blessington) When you say you

9504368311 3

had a $2,000 earnest money deposit on the house, would that have been a loan from Birdview?

A. Well, you know, I'm not sure exactly how it would have been handled. We were moving to Kansas City. We were moving corporate offices to Kansas City. And I had located a house and written a contract on a house and the earnest money was $2,000. And it might -- you know, it could have been reimbursement for that earnest money. I'm not sure what the format was, how we handled such things. That's a possibility.

Q. Did Birdview make loans to officers or employees for such purposes?

A. Yes, uh-huh.

Q. And the words "special expense advance" don't help you at all in trying to determine what that might have been for?

A. Well, like I say, you know, it brings to mind the two items, the -- both of which are $2,000, the -- you know, the campaign contributions and also the house that I bought in approximately that time.

Q. When did you buy the house?

A. I -- it was right around the first

had a $2,000 earnest money deposit on the house, would that have been a loan from Birdview?

A. Well, you know, I'm not sure exactly how it would have been handled. We were moving to Kansas City. We were moving corporate offices to Kansas City. And I had located a house and written a contract on a house and the earnest money was $2,000. And it might -- you know, it could have been reimbursement for that earnest money. I'm not sure what the format was, how we handled such things. That's a possibility.

Q. Did Birdview make loans to officers or employees for such purposes?

A. Yes, uh-huh.

Q. And the words "special expense advance" don't help you at all in trying to determine what that might have been for?

A. Well, like I say, you know, it brings to mind the two items, the -- both of which are $2,000, the -- you know, the campaign contributions and also the house that I bought in approximately that time.

Q. When did you buy the house?

A. I -- it was right around the first

part of December, middle of December.

(Whereupon, Owens Deposition Exhibit 4 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Again, take your time, Mr. Owens.

A. Uh-huh.

(Brief pause.)

A. Okay.

Q. (By Mr. Blessington) Now, as you see, there are three items on this one-page exhibit. The first one doesn't read too well. Let me ask you about the second one down. Could you please tell me what that is?

A. Yes, it's a check from Birdview Satellite to Robert E. Owens dated 12-21-83 for $2,000, signed by Esther Oliver.

Q. Who is Esther Oliver?

A. She was an accounting person. I believe she was accounts payable.

Q. Now, given the date on this, it would appear to relate back to the check request that we looked at earlier in Exhibit 3, would it not?

A. Well, looks like it's dated 12-21 and the check was 12-22.

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Q. The check request, I believe, indicates a date needed?

A. Oh, date needed, okay. Then it looks like they're about the same date, yes.

Q. And do you have any recollection, now that you've seen this, of what this might have been used for?

A. Well, as I mentioned, it may have been to reimburse me for a down payment on a house. It might have been as reimbursement for a campaign donation.

MR. BLESSINGTON: I'll ask this this be marked as Owens Exhibit 5 and note that this was provided to us by you right before the deposition.

A. Uh-huh, yes.

(Whereupon, Owens Deposition Exhibit 5 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Could you tell me what this is?

A. There are two checks, each for $1,000.

Q. That's Page 2.

A. That's fine. Do you want Page 1 first?

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Q. That's fine.

A. Dated December 14th made payable to Dole for Senate, each for $1,000, one signed by Betty Owens and one signed by Robert E. Owens. And then below that there's a deposit slip dated January 3rd, '84, for two -- one of the items is $2,000. There's -- a total of the deposit is 36 -- $3,685.

Q. Now, on the copy of the deposit ticket, the entry for $2,000, do you think that was the $2,000 that we just looked at from the previous exhibit, $2,000 check?

A. Well, it's close on time.

Q. Had you checked all your deposit tickets for that period of time?

A. Yes, I believe I did.

Q. And inasmuch as on Exhibit 4 it appears that that was deposited into your account, it would seem likely that it was the same check that was deposited on --

A. Well, you know, I'm just wondering, if I'd have gotten it on the 21st or 22nd, why I would have held it until the 3rd.

MR. AISENBREY: It didn't get cashed or deposited until January the 4th.

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THE WITNESS: Yeah.

MR. AISENBREY: Were you out of town?

THE WITNESS: Took a trip to Kansas City. Could have been.

MR. AISENBREY: Some people call that out of town.

THE WITNESS: If you live in Chanute, it's way out of town.

Q. (By Mr. Blessington) Could you tell me what is on the first page of that exhibit?

A. It's a letter from Bob Dole, United States Senate, January 3rd -- do you want me to read the letter?

Q. Could you?

A. It says, "Dear Bob and Betty, I was sorry you could not make it to the dinner which Bud and Gunilla hosted, but I certainly understand. You were great to send along your most generous contribution, and I want you to know how deeply appreciative I am. Thanks for your friendship and support and best wishes for the new year." Signed sincerely yours, Bob Dole, United States Senate.

Q. Can you tell me a little bit about the

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circumstances of that contribution?

A. As I remember it, we were invited to a dinner and -- which Bob Dole was going to host -- Bud and Gunilla was going could host. Bob Dole was going to be present. And we were invited to come. We were -- now, you're asking me for -- could you repeat the question?

MR. AISENBREY: He wants you to talk about how you came to give the contribution.

THE WITNESS: How we gave --

Q. (By Mr. Blessington) Yes.

MR. AISENBREY: Why it was and just what it was.

A. As I remember, I was told that I was to contribute $2,000, a thousand dollars from my wife and a thousand dollars from me. Each of us were to contribute ~~$2,000~~ $1,000 to Bob Dole. You know, the political campaign. REO

Q. (By Mr. Blessington) Who told you this?

A. I have been thinking about this and trying to recall it. I remember it being a must-do item, something that I didn't have a choice of doing. I remember being a little

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perturbed about it. But I don't remember exactly how it -- who told me. It was just like, you know, you've got to do it. And . . .

Q. At the time you were executive vice president?

A. Yes.

Q. Who could have told you to do something such as that?

A. Well, it was -- well, Ross could have told me to do it, but he didn't -- you know, he didn't directly tell me, as I remember. I don't remember him coming in my office and saying, "Bob, I want you to do this." But I remember the word was that he wanted me to contribute.

Q. Did Stan Ross happen to tell you that?

A. No, I don't believe it was Stan.

Q. Did Roger Mason perhaps tell you?

A. I don't know whether it would have been Roger. I think it would have been somebody involved in financial, like possibly Ed Hackerott.

Q. So you think it might have been Ed Hackerott but you can't be certain?

A. I just don't, you know, recall who it was. I do remember it wasn't directly.

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Q. But it was clear to you that Ross knew about this?

A. It was clear that he wanted it done.

Q. And do you recall knowing that there was a dinner involved?

A. I'm not sure exactly at what point the dinner came up. I'm not really sure, you know, what the time period was between -- I know we were invited to the dinner and I don't know if it was, you know, bring a check to the dinner or if the dinner came up afterwards or -- I'm not sure.

Q. So you can't be certain whether you got an invitation to the dinner and were told after that that it was necessary for you to go or you were told that you had to make a contribution and then found out about the dinner?

A. I can't remember what the order was, you know.

Q. Did you talk to anybody about this?

A. Oh, I remember mentioning something about it to Hamilton. I don't remember -- yeah, I think it was Hamilton I mentioned something about it to.

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Q. Do you recall what you said to him?

A. Well, you know, I said, "Gosh, $2,000, a thousand dollars each from my wife," and I said, "What's the deal on this, you know?"

I didn't really know what the campaign laws were or anything. I wanted to know what the deal was on it. And he said -- I said, "Well, are we just out this money or what?" And he was noncommittal. His response was, "I don't know."

Q. Was he aware that people were being asked?

A. Yes, uh-huh, he was aware of it.

Q. Did you speak to anyone else that was asked to give --

A. I don't remember. I may have, but I don't remember talking to anybody in particular.

Q. And do you recall roughly the time frame that you were first informed of the need to contribute?

A. I sure don't.

Q. The checks that you and your wife signed are dated December the 14th, 1983.

A. Yes.

Q. Was it fairly close to that time?

Q. Do you recall what you said to him?

A. Well, you know, I said, "Gosh, $2,000, a thousand dollars each from my wife," and I said, "What's the deal on this, you know?"

I didn't really know what the campaign laws were or anything. I wanted to know what the deal was on it. And he said -- I said, "Well, are we just out this money or what?" And he was noncommittal. His response was, "I don't know."

Q. Was he aware that people were being asked?

A. Yes, uh-huh, he was aware of it.

Q. Did you speak to anyone else that was asked to give --

A. I don't remember. I may have, but I don't remember talking to anybody in particular.

Q. And do you recall roughly the time frame that you were first informed of the need to contribute?

A. I sure don't.

Q. The checks that you and your wife signed are dated December the 14th, 1983.

A. Yes.

Q. Was it fairly close to that time?

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A. Oh, yes.

Q. Did you think about it before you decided to do this?

A. Well, I was fairly, I guess, angry about it. I mean, I was upset that I was told to contribute to something. But did I think about it a long time? I don't remember doing -- giving it a, you know, whole lot of thought.

Q. Well, did you think about not giving it?

A. I don't believe that was a choice, as I remember it. It wasn't a choice. I mean, it wasn't --

MR. AISENBREY: I think he wants to know if you mulled this over for a couple weeks, a month, two days --

A. No, no, I think it would have been within a period of a couple, two or three days.

Q. (By Mr. Blessington) What perturbed you about it?

A. Turning loose of $2,000, paying $2,000.

Q. And did you ever get any assurance that the $2,000 would be reimbursed?

A. I don't recall. In fact, I'm fairly

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clear that there was no promise or any kind of indication that we would be reimbursed. It was -- because I, you know -- I asked about it. "Are we just going to be out this money?" And I just received no response.

Q. You asked Mr. Hamilton?

A. I asked Hamilton about it.

Q. Who was executive -- excuse me. Vice president --

A. Vice president of finance, I believe, yeah.

Q. And you said he was noncommittal?

A. Uh-huh.

Q. What --

A. Well, I think as far as the impression I got was that he had received no instructions otherwise, you know, that as far as he knew, we just had to contribute the money.

Q. Did you ask him if you would be reimbursed?

A. I believe I did, uh-huh.

Q. And --

A. I said, "Are we going to get this back?" Seems like I remember saying something like that. And his -- his response was -- I

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don't remember exactly what his response was, but it was certainly not, "Oh, yes, you will." I mean, that's -- as I recall, it was -- it was just, "Well, I don't know."

MR. AISENBREY: His response was "Oh, yes, you will"?

THE WITNESS: No, his response -- I'm sorry.

MR. AISENBREY: Make sure you get that clear.

THE WITNESS: Sorry. His response was not, "Oh, yes, you will."

Q. (By Mr. Blessington) But did he indicate that he might check into it for you?

A. At that time it was just -- as I remember, there was no -- I had the impression that I was going to be out the money, that I was going to be contributing $2,000 of my own money, a thousand dollars in each of our names to Dole.

Q. And --

A. The reason I remember it specifically was because I was put out about it. I was angry about it. I didn't -- as I mentioned with Ross, you know, our relationship was deteriorating and

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this is -- this is really prior, but Ross was a fairly, I guess -- I don't know what the word is to say. Heavy handed or -- you know, he really ran things and took charge and so forth. And so I guess I sort of resented that. Especially getting in my own pocket, I resented it.

Q. Well, up until this point your relationship was fairly close with Mr. Ross; was it not?

A. Yeah, it was -- it was close. It -- you know, I would say like the first -- as the company progressed, I don't know that there was a point where it really started to deteriorate, but I'd say maybe it was like after the first, you know, year-and-a-half or two years of the association and so forth. But, I mean, he and I are just different -- I mean, you know, he just does things differently than I do. So whenever something like that would come up that I didn't like the judgment on it, you know, it would tend to chip away at the relationship.

Q. You had just been promoted, however, in October of '83?

A. Uh-huh, uh-huh.

Q. And this approach to contribute was

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made to you in December.

A. Uh-huh.

Q. So it hadn't deteriorated in that time?

A. Well, because I was promoted didn't mean the relationship was solid. That wasn't necessarily an indication that the relationship was solid. You know, he would be gone from time to time on trips and so forth, and I feel like the promotion was sort of a pacification so that, you know, when he was gone, he could say,, "Well, this guy is executive vice president." But I wouldn't say it was an indication that things were, you know, in good shape in our relationship.

Q. Did you ever raise the issue of the contributions with Mr. Ross?

A. I don't recall ever talking to him directly about the contributions.

Q. Did you ever ask him about a $2,000 payment that you'd received in December?

A. I don't remember asking him about it, no.

Q. Do you ever recall, after having received the $2,000 check, that -- a copy of

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which is included in Exhibit No. 4 -- do you recall talking to Hamilton about that, after having received it?

A. No, I don't really recall, you know, receiving the check. I don't recall talking to Hamilton.

Q. Normally when you would receive a check for $2,000 would you remember what it was for?

A. Well, you mean five years later? Are you talking -- I don't -- I don't quite understand that. If you'd asked me, you know, two months from the time when I got it, I would have remembered it.

Q. Well, basically you indicated earlier that you felt perturbed because essentially you were being shaken down to --

A. Right.

Q. -- give $2,000 to a political candidate?

A. Uh-huh.

Q. And several weeks later you received a $2,000 check that you don't know what it is. It would seem to me that at the time this was in your mind, you were concerned about it.

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A. Well, you know, it --

MR. AISENBREY: I guess I've got to make a slight objection to that. Not a slight, an objection. He's telling you today he doesn't know what it was. He has two possibilities. And he's told you that at the time he probably would have known. But I'm not sure that, you know, there's a juxtaposition in the time. And it makes it sound like you can't remember, but he could remember probably, unless your question is do you remember not being perturbed anymore, something like that.

MR. BLESSINGTON: Well, that's essentially what I'm getting at.

Q. (By Mr. Blessington) Do you remember feeling that there was some resolution to this concern that you had back in December when you first were approached?

A. Yes, I do. I do remember. I don't remember being continually upset about it for the next three months. Seems like there was some resolution.

Q. And to the best of your recollection do you think the resolution could have been a monetary one?

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A. Well, it may have been. I don't recall that it was. It may have been.

Q. With respect to the checks that you did provide to the Bob Dole for Senate Committee, how did you get those checks to Senator Dole's committee?

A. I would have given them to somebody at Birdview, and I don't remember who I -- you know, who I handed them to. But I would have given them to somebody there.

Q. But you don't recall who it was?

A. I don't recall exactly who it was. I don't know who I gave it to. It could have been anyone of several people. I'm not sure who.

Q. Who could it have been, do you think?

A. Well, you know, it -- it could have been Ross, could have been -- could have been Hamilton. It could have been Ed Hackerott. Could have been one of the, you know, financial -- Ross's secretary.

Q. So are you saying that it could have been either an officer of Birdview or somebody working directly for that officer --

A. Yes.

Q. -- in a secretarial capacity or

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administrative assistant capacity?

A. Uh-huh, uh-huh.

Q. Was there ever a dinner for Senator Dole?

A. Yes, there was.

Q. Did you attend?

A. No, I didn't.

MR. AISENBREY: Did they have rubber chicken?

A. He wasn't there very long, as I understand.

Q. (By Mr. Blessington) Senator Dole was there.

(Whereupon, Owens Deposition Exhibit 6 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Again, Mr. Owens, take your time looking at this. It's a one-page document. I'm interested in the second item that appears.

A. Uh-huh.

(Brief pause.)

A. Okay.

Q. (By Mr. Blessington) Again, directing your attention to the second item down the page,

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could you tell me what that is?

A. That is a wage and tax statement from Birdview Satellite Communications to Robert E. Owens. Read the numbers?

Q. Can you take a look down at where it indicates other compensation, $450.

A. Uh-huh.

Q. Can you give me a recollection of what that might be?

A. No, I can't.

Q. It's a wage and tax statement for the year 1983; is it not?

A. Yes, uh-huh.

Q. And you just don't recall what that --

A. I don't.

Q. -- other compensation would be?

A. No.

Q. Do you know a David Owen?

A. I don't know him. I know who he is.

Q. Have you ever met him?

A. Yes, I have.

Q. Where did you meet him?

A. At Birdview. He had come into Birdview on occasion.

Q. On occasion? In what capacity did he

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visit Birdview?

A. Well, he was -- I believe he was as a -- was employed as a consultant for a period of time. He would come in from time to time, talk to Ross.

Q. And you would meet him where? In Mr. Ross's office?

A. Well, at -- for instance, I remember he came to an annual stockholders meeting in Olathe one year. And then I -- yeah, I had seen him in the offices on occasions, several times, talked to him.

Q. Getting back to the contributions that you and your wife made --

A. Uh-huh.

Q. -- did David Owen's name surface at all in the context of the request or instruction to contribute?

A. I don't recall that his name surfaced. That was during the period of time that Dave Owen was -- you know, it seems to me he was fairly active in, you know, the -- that Ross and Owen were talking fairly frequently, so forth. But his name didn't surface in regards to this contribution so far as I can recall.

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Q. Now, do you recall any other instances where individuals were approached to make contributions to political candidates at Birdview?

A. I guess I'd heard of them. I don't -- I don't know that I recall. Seems that at the time it was -- I guess it was fairly well-known that a lot of -- several people were being asked to contribute.

Q. At --

A. Told to contribute, I should say.

Q. At what time?

A. Pardon?

Q. At what time?

A. About the time I was told to contribute.

Q. And again, you can't remember specifically who that was?

A. Oh, seems to me it was like most of the officers of the company. And I didn't really get into it, but it seems to me -- seems to me -- when I asked Hamilton about it, you know, he said everybody was being asked to contribute.

Q. And Hamilton again, you said, was

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noncommittal.

Did you have any discussions with anyone else that was perturbed as you were?

A. I don't remember, you know, directly talking to anybody, but --

MR. AISENBREY: Other than your wife.

THE WITNESS: Other than my wife.

A. Yeah. She was perturbed.

Q. (By Mr. Blessington) Do you recall subsequent to December of 1983 any other instances of employees or officers being requested to contribute to a political campaign?

A. No, I don't.

Q. You had heard nothing around the office about it?

A. Not that I recall. I don't remember hearing anything.

MR. BLESSINGTON: Please mark this as Exhibit 7.

(Whereupon, Owens Deposition Exhibit 7 was marked by the reporter for identification.)

Q. (By Mr. Blessington) This is a

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three-page document. Would you just take a look at it, let me know when you're ready.

A. Okay.

(Brief pause.)

A. Okay.

Q. (By Mr. Blessington) Could you describe the document as best you can?

A. Yes, it says "bonus worksheet, salary on P slash R," dated 10-83 and it's a list --

Q. Do you know what the P slash R is?

A. Payroll, I suppose. Looks like it says "interest on P slash R of 10-31-83." And it's a list of employee expenses, August and September, says "seven percent" at the top and "bonus" column on the right.

Q. Do you recall any kind of bonus program during this time?

A. As I look at this, it seems like I do recall some kind of short-lived bonus program some of kind.

Q. And it includes a large number of people.

A. Uh-huh.

Q. And the bonus appears to be simply based on one's salary and it looks to be across

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the board; does it not?

A. At first glance it does.

Q. But you don't recall any of the specifics about this program?

A. I don't recall. It's been too long to recall specifics. I do remember, as I see this, that there was some kind of, as I say, a short-lived bonus program.

Q. Would you have had some role in initiating or administering that?

A. I -- probably was Ross's program. He was -- I mean, usually the way he did things was he said, "I've got an idea. This is what we're going to do."

Q. Would he say that to somebody like yourself? You were at the time executive vice president and you had just been promoted.

A. Yes, but I mean, he would say it to everybody if he was -- you know, he wouldn't necessarily say it to me. I mean, it wasn't like he and I, you know, got together over to the side and decided we would do something. He more or less treated me like any other vice president. It was probably brought up at a meeting, officers' meeting.

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Q. I can understand it was a long time ago and you're not particularly familiar with this, but do you recall any other types of bonus programs that were held during your tenure as executive vice president?

A. I don't recall any specifically, but there could have been some other ones for like a -- hitting a certain sales goal or if we'd ship a certain amount of product by a certain date, something like that.

Q. Was there any bonus policy in place at Birdview?

A. A set bonus policy?

Q. Yes.

A. That was -- you mean, it stayed the same?

Q. Was there anything other than a whimsical approach to bonuses?

A. I don't remember, you know, anything other than a whimsical bonus program. It's a possibility that there was, but I don't remember any.

MR. BLESSINGTON: I'd like this marked --

A. In response to that, there were stock

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options, I know, given to some of the management people, which I guess would be classified as a bonus program. That was -- that was pretty much in writing. It was on the records of the corporation, so forth, approved by the board of directors.

Q. (By Mr. Blessington) Was there any program for officers or employees that indicated that cash bonuses would be given as regards to the stock --

A. There may be. As I recall, there may have been some time but I don't recall when they were.

MR. BLESSINGTON: I'd like this marked as Exhibit 8.

(Whereupon, Owens Deposition Exhibit 8 was marked by the reporter for identification.)

Q. (By Mr. Blessington) It's a one-page document, a copy of some note. Would you just take a look at that and tell me when you're ready?

A. Okay.

(Brief pause.)

A. Okay.

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Q. (By Mr. Blessington) Do you recognize this document?

A. I don't.

Q. There are three names in the left-hand column, handwritten names. Would you tell me who --

A. Yeah, S Small, which I assume was Steve Small. Looks like D. Galemore and D. Hamilton and -- okay.

Q. There's date underneath there that says 6-30-84 and P R. Do you think P R means payroll?

A. I assume it does.

Q. I understand that you have testified you haven't seen this before.

A. I haven't seen it, yes.

Q. And there are two columns next to the column in which the names appear.

A. Uh-huh.

Q. And in the closer column next to each of the names is $2,000 -- or 2,000. Excuse me. 2,000.

A. Uh-huh.

Q. Presumably that's $2,000. And on over there is an entry of 3,000 for each name.

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A. Uh-huh.

Q. Do you have any idea what those might be?

A. I don't. I really don't.

Q. It appears at the lower right-hand part of the page that there's an A and an M. Does that ring a bell? Apparently initials, but I'm not sure.

A. No, it doesn't. That just doesn't -- I just don't understand what the whole thing is about.

Q. Do you think -- and I know you're not here as a handwriting expert.

Do you think this could have been written by David Hamilton?

A. Which part of it? Looks like two different handwritings to me.

MR. AISENBREY: Any part of it.

A. Any part of it? I don't know. I don't know his handwriting.

MR. BLESSINGTON: Let's take a short break.

(Whereupon, a brief recess was taken.)

MR. BLESSINGTON: We're back on the record. I'd like another document to be

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A. Uh-huh.

Q. Do you have any idea what those might be?

A. I don't. I really don't.

Q. It appears at the lower right-hand part of the page that there's an A and an M. Does that ring a bell? Apparently initials, but I'm not sure.

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Do you think this could have been written by David Hamilton?

A. Which part of it? Looks like two different handwritings to me.

MR. AISENBREY: Any part of it.

A. Any part of it? I don't know. I don't know his handwriting.

MR. BLESSINGTON: Let's take a short break.

(Whereupon, a brief recess was taken.)

MR. BLESSINGTON: We're back on the record. I'd like another document to be

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marked as Exhibit 9.

(Whereupon, Owens Deposition Exhibit 9 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Again, Mr. Owens, take a look at that, familiarize yourself with it and I'll ask you a question or two.

A. Uh-huh.

(Brief pause.)

A. Okay.

Q. (By Mr. Blessington) Could you tell me what you think this exhibit is?

A. Well, it says "moving allowance, 1984." It's got a list of names, employee names, and says "house payment, rent, moving expense, house deposit."

Q. Now, your name is on this page --

A. Yes, it is.

Q. -- in the "name" column?

A. Uh-huh.

Q. And under the column for a house deposit, there is a figure. Can you tell me what that is?

A. Yeah. Well, I'm trying to read the

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figure here. It looks like . . .

Q. This was apparently on a ledger sheet that didn't copy very well?

A. Well, the figure would read $129,347, but --

Q. If there was a decimal point at the end of it?

A. Yeah.

Q. Would it be --

MR. AISENBREY: The other numbers above have decimals or 0 0, so I would guess that they're carrying it. That's a hell of a house.

Q. (By Mr. Blessington) Would it be more reasonable really to think a house deposit would be $1,293.47?

A. I don't know if it would be more reasonable, what would be reasonable.

MR. AISENBREY: More reasonable than $129,327?

THE WITNESS: Yeah.

Q. (By Mr. Blessington) Well, you did testify earlier that you received, you thought, some money from Birdview as a deposit on a house, and you weren't certain --

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A. Right.
Q. -- of the $2,000 check you received?
A. Well, I believe I said it may have been a deposit, reimbursement on a deposit on the house.
Q. Yes.
A. This, you know, figures to me --
THE WITNESS: Shall I go ahead and say what I think it is?
MR. AISENBREY: Yeah. That's what he wants to know.
A. I think it relates to the sale of my house in Chanute. I believe this is a buy-out. We had a relocation company take the houses, in some cases take the houses, and they would market them and whatever they -- the short fall of what they sold them for, what we had in the house, we would be credited for it. I think that's what that is. I'm not -- I'm not sure, but that's what it could be.
Q. (By Mr. Blessington) Do you recall receiving money from Birdview for deposit on a new house --
A. Well --
Q. -- and the --

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A. -- the reason for -- well, let me back up. If that's what that is -- the figure would be $12,000 something, because that seems like the area that it was. But . . .

Q. Is it possible that this could be what it appears to indicate, again being under the column "house deposit," a roughly $1,300 payment for the deposit on your new home?

A. I -- I don't think -- it doesn't appear to me that that would be what it would be. And I, you know . . .

Q. Do you recollect that you actually got more from Birdview on the deposit of your new home?

A. Well, how -- I think what it is, is like I said, a reimbursement for approximately $12,000 or $13,000 for the house in Chanute, Kansas.

Q. That's what you think it is?

A. Yeah.

MR. AISENBREY: I'll offer an observation. Stan Ross's number is $41,000 or it's 400 -- or else it's $4.1 million. So if it's $41,000, that's a pretty nice deposit on a house. I don't know.

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Q. (By Mr. Blessington) Stan Ross, again, was the boss's son; was he not?

A. Uh-huh.

MR. AISENBREY: Even so.

Q. (By Mr. Blessington) Aside from the contribution that you made to Senator Dole back in 1983 in December, did you make any other contributions to any political candidates ever?

A. Oh, I have contributed small amounts to like Reagan, you know, his program that he -- mass mailing programs and so forth. But nothing major.

Q. When you say "small amounts," you mean --

A. $25 at a time, you know, maybe -- maybe $25 a month, you know, for a period of maybe a year or so, something like that. That would have been the most.

Q. Not a thousand dollars at a clip?

A. No.

Q. Now, when you indicated much earlier in this deposition that you were perturbed, you indicated you were perturbed because you thought money was going to be coming out of your pocket.

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A. Uh-huh.

Q. Did anything else strike you as wrong about the request?

A. Oh, I think -- you mean as far as why we were doing it?

Q. Yes.

A. I remember thinking that -- in fact, I believe that the reason was given was that -- the reason we were asked to do it was that the company -- it seemed like that -- I didn't -- again, I didn't know what the campaign contribution laws were. It seemed like that I understood that the company could only contribute so much and, you know -- and therefore, you know, to stay legal the rest of it had to come from individuals.

Q. Did you essentially consider that your contributions and the contributions of some of the other people at Birdview at approximately the same time amount to essentially a corporate endeavor?

A. Well, I don't know. You know, I had -- if Dole was -- and he was supposedly supportive of legislation which was to the benefit of our industry. And, you know, I was

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an officer of the corporation, had, you know, stock in the corporation which would benefit if the corporation did well, so forth. So, I mean, I can see where it would make sense for an individual to want to do it. I didn't like being told to do it, but I guess I could understand how it would make sense for an individual to -- you know, being in the industry, to want to do it.

Q. So you think it was certainly consistent with Birdview's corporate objectives for you to have made the contribution?

A. Well, yeah, and as such, would have been consistent with my objectives.

MR. BLESSINGTON: Thank you for your cooperation. I'm going to conclude the proceedings for today. Under the Commission's regulations, you have the opportunity to review and sign the transcript of the deposition or you can waive that right. It's totally up to you.

MR. AISENBREY: Why don't we review it.

THE WITNESS: Okay.

MR. BLESSINGTON: And of course, if you make any changes, that's quite all

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MR. AISENBREY: Why don't we review it.

THE WITNESS: Okay.

MR. BLESSINGTON: And of course, if you make any changes, that's quite all

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right. Any change that alters the meaning, you should provide an explanation for.

I'm now handing you your witness fee and mileage check. Once again, I'd like to remind you of the confidential nature of the proceedings here until the Commission closes its investigation. And I'm going to leave the deposition open. I don't expect that I'm going to want to talk to you again, but we're continuing the investigation and there may be occasion for us to. We also may be able to handle any follow-up questions in a form of a letter. You may talk to your counsel about that. In any case, we'll try to inconvenience you as little as possible. Thank you very much.

THE WITNESS: You're welcome.

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ROBERT OWENS

Subscribed and Sworn to before me

this 20th day of June, 1988.

Sharon L. Yancey

Notary Public

County of JOHNSON

State of KANSAS

SHARON L. YANCEY
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Expires Sept. 1, 1991

C E R T I F I C A T E

I, Raymond J. Thibault, R.P.R, a Notary Public of the State of Missouri, do hereby certify:

That prior to being examined the witness was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action. WITNESS my hand this _____ day of _____, 1988.

_____

Raymond J. Thibault R.P.R.
Notary Public, Clay County
State of Missouri

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TRANSCRIPT OF PROCEEDINGS

FEDERAL ELECTION COMMISSION

IN RE:

MATTER UNDER REVIEW

NUMBER 2582

RECEIVED
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DEPOSITION OF DAVID K. HAMILTON

Kansas City, Missouri

Monday, March 28, 1988

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF DAVID K. HAMILTON, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 28th day of March, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

JANENE M. HILL, C.S.R.,

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 East Street, N.W., Washington, D.C. 20463.

The Respondent appeared pro se.

INDEX

WITNESS:

DAVID K. HAMILTON

Examination by Ms. Beard 3

EXHIBITS:

(NONE)

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DAVID K. HAMILTON,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MS. BEARD:

Q. Can you please state your name.

A. David K. Hamilton.

Q. Mr. Hamilton, have you had your deposition taken before?

A. Yes, I have.

Q. Okay. Even though I assume you know something about it, I'm still going to give you a short summary of what's going to happen.

A. Please.

Q. The court reporter is going to take down everything that I say and everything that you say, and I'll be asking you a series of questions that concern your involvement and other individuals' involvement in potential election law violations. Since the court reporter can only take down one of us, I'll need you to give a verbal response instead of nodding your head to all questions.

A. Okay.

Q. If you need to take a break, please

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let us know, or if you don't hear a question, let me know, or if you don't understand a question I ask, let me know. If you realize that you gave an inaccurate or incomplete answer, let me know and then we'll give you an opportunity to go back and correct or supplement the answer.

A. Okay.

Q. Do you understand that you can be represented by counsel in this matter?

A. Yes, I do.

Q. I notice that you don't have counsel with you?

A. That's correct.

Q. Okay. Will you please state your address?

A. 8597 Dice Lane.

Q. And that is your home address?

A. Lenexa, Kansas. And that is my home address.

Q. And your telephone number?

A. [redacted]

Q. And is that your home phone?

A. Yes, it is.

Q. Are you married?

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A. Yes, I am.

Q. Can you tell me your wife's name, please?

A. Martha J. and last name is Hamilton.

Q. To your knowledge is she a respondent in this matter under review?

A. Could you repeat that?

Q. To your knowledge is she a respondent in this matter under review, 2582?

A. What do you mean respondent?

Q. To your knowledge did she receive a letter notifying her that she was a respondent in this matter?

A. Yes, she did.

Q. What is your occupation?

A. Present, financial consulting.

Q. Who is your employer?

A. Self-employed.

Q. How long have you been self-employed?

A. On and off for three years, ever since I left Birdview.

Q. What date did you leave Birdview?

A. July of '85.

Q. When did you start working for Birdview?

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A. October of 1983.

Q. What did you do prior to the time you worked for Birdview?

A. Worked for a company in Chicago from 1974 through 1983.

Q. What's your -- did you attend college?

A. Yes, Bachelor of Science degree in accounting and I am a CPA.

Q. And did you do anything to prepare for the deposition today?

A. Other -- nothing other than review the information that you sent to us.

Q. You didn't speak to anyone or look at any documents or anything?

A. No.

Q. Okay. When you started working for Birdview in October of '83, what was your title?

A. Vice-president of finance.

Q. Was that your job title the entire time you were with Birdview?

A. Yes, it was.

Q. Okay. What did your duties consist of?

A. Primarily monitoring accounting and financial functions of the company, secure debt

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financing, and that was my primary role there.

Q. So would like payroll be in your department?

A. Payroll falls under the accounting function, that is correct.

Q. Okay. Who was your immediate supervisor?

A. Charles A. Ross.

Q. Was that the entire time that you worked for Birdview?

A. Yes, it was.

Q. Did you ever report to Robert Owens?

A. No, I did not.

Q. Or Ed Hackerott?

A. No, I did not.

Q. Okay. Was there a system set up where employees were able to get bonuses at Birdview to your knowledge?

A. Yes, there was.

Q. Was that system in your department?

A. I don't recall what year it was. It was during, I believe, sometime in 1984. There was at least talk of a formalized bonus program or system that was administered or headed up by Charles Ross --

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Q. Uh-huh.

A. -- and the board of directors. And whether it was ever implemented or not really was N/A because under the -- we wouldn't have accomplished the objectives they set for us in order to activate the bonus program anyway. So it really became kind of academic. Prior to implementation of that plan, there was no formal bonus program. It was more a subjective program administered by Bud Ross.

Q. When you say "N/A," do you mean not applicable?

A. Yes, not applicable, right.

Q. You said that the bonus system was subjective prior to that. Can you explain a little bit more about how it worked to your knowledge?

A. By subjective, what I mean is that if -- Charles A. Ross and Bud, by the way, are one and the same. I'll be referring to him as Bud which is the way I knew him. By subjective, there didn't necessarily have to be a set of rules or a set of things that you had to accomplish to receive a bonus.

You never knew. If he was pleased

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with what you did or what you did had a major contribution to the company, he might come right out and give a bonus or recommend that maybe stock options be offered to you as a form of thank you for accomplishing the objectives or goals.

Q. Was the bonus handled through the payroll department?

A. Yes, it was a payroll item that would be expected to go on a person's W-2, that is correct.

Q. So would Mr. Ross notify you or your department in some way that a certain individual would be getting a bonus?

A. He would notify whoever is responsible for preparing that payroll.

Q. Who would that have been?

A. Well, we had four different companies and four different payroll people. So it could be anybody.

Q. He would not necessarily tell you then who it was?

A. No, huh-uh. Just because I had responsibility for payroll, what that means is that you have systems and procedures in effect

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to make sure that unauthorized people could not authorize pay increases, that, in fact, the funds and payroll records are properly maintained, W-2's reported exactly what the person earned, et cetera.

It doesn't necessarily affect the authorization. I didn't have the responsibility of approving pay increases, bonuses, et cetera. Virtually any officer in the company had authority to do what he felt was appropriate for people working directly for him.

Q. Uh-huh.

A. And our compensation was controlled by Bud and/or the board of directors. Eventually it was under board of directors' control.

Q. So you would not even get a list then of people who were supposed to get bonuses at all?

A. I would not necessarily. There wouldn't necessarily be any reason to keep me advised of that at all. Now for cash control purposes, you know, if there were a million-dollar bonus check going out, there probably would be some reason to talk to me seeing as how I would be directly affected

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through cash, but for normal processes, no.

Q. Would some kind of documentation exist somewhere in the corporation of a list of people who were getting bonuses; did the corporation get things back from the companies that did the payroll that showed them like what the payroll had been that time?

A. I'm not real sure. There would be documentation available as to what people were paid.

Q. Uh-huh.

A. Necessarily a list showing what people got bonuses or what people got pay increases, I highly doubt that such a list ever existed. Now if you checked any individual out, like if you checked myself out, there should be records supporting the pay I did receive and when I did get it and if any increases were properly authorized, et cetera, if that's what you're asking. If you're asking if there were lists circulated of people who got bonuses, the answer is no.

Q. So to make sure I understand this correctly, then there would be some kind of documentation that would say that say for a

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certain pay period how much each person got paid during that pay period, or would it only be if there was a change in pay that would be on the list? I'm not sure what you mean.

A. Well, a detailed payroll register is required for every payroll. I have no reason to believe that there shouldn't be documentation somewhere to support what people were paid and when.

Q. And that would have been done either biweekly or however often the payroll came out?

A. Precisely.

Q. Did you ever receive a bonus while you were employed by Birdview?

A. Yes, I did.

Q. On how many occasions did you receive bonuses?

A. One occasion for cash bonus that I remember and one occasion for stock option bonus -- I call it a bonus, for a stock option award.

Q. As far as the cash bonus is concerned, do you recall what date that occurred on approximately?

A. I do not. It was during 1984.

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Q. And were you told by Mr. Ross why you were being given a bonus?

A. No.

Q. Were you expecting a bonus?

A. Yes.

Q. Why were you expecting a bonus?

A. I had come to work in October of '83 for the company as an officer of the company. The officers, which there were very few -- I believe there were only five us other than himself -- all were on a pay level above mine. Presumably the differential was because I was new, had to basically have a trial period to see how I was going to work out. As it turned out, I worked out very well, accomplished the objective I went there for and did expect some type of remuneration to make up this differential in pay.

Q. And then you said you were also given a stock option bonus?

A. That is correct.

Q. When did that occur?

A. 1984 as well.

Q. And can you tell me a little bit of the circumstances surrounding that and why you

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were offered that?

A. Primarily as a result of my performance from October of '83 through the time of the stock option award, which I believe was approved by the board of directors in July of '84 and by the shareholders sometime after that or at least in that general time frame.

Q. So the stock option bonus and the cash bonus did not occur at the same time?

A. No, they were reasonably close, but they did not occur at the same time.

Q. To your knowledge, do you know of any other employees who received bonuses?

A. I know of other employees who received stock options. I don't remember names, but I know that there were more people who did receive stock options for their performance.

Q. How about cash bonuses?

A. Cash bonuses, I'm sure there were other people who received cash bonuses.

Q. Did Birdview, and by Birdview I mean Birdview Satellite Communications, Incorporated, have some kind of expense account program?

A. Can you explain what an expense account program is, please?

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Q. Did they have some kind of setup, formalized procedure where people would put in expenses for which they would be reimbursed by the company?

A. Yes, they did.

Q. Can you tell me about -- was that program run in your department or --

A. My department was responsible for cutting the checks to reimburse any approved expenses. The actual system itself, the way it worked is that if an individual had incurred company expenses out of their own pocket or had a cash advance against which they had to turn in an expense account, they would turn it in to their supervisor, which would be approved by their department head, and then once the proper approval process had been followed, it would be turned into accounting for scheduling and payment.

Q. As far as the vice-presidents, would Charles Ross approve them or would they just hand them in directly to you?

A. That was -- that's a tough question. He was supposed to approve them. Sometimes he did, sometimes he didn't. So sometimes it was

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almost as though the officer was responsible for approving his own expense report and turning it in. But the procedures called for him to approve them and he did do that.

Q. Were there written procedures?

A. No.

Q. This was an informal --

A. That's correct.

Q. -- policy then?

A. That's right.

Q. Would your department then check to make sure there were receipts that backed up each one of the list of expenses?

A. That is correct. Our job would have been to check the clerical accuracy, which would have included receipts for that expense report, and if we found any irregularity would be to go back to the appropriate people and say, Where are they?

Q. The types of things that would be reimbursed would be like meals and travel and things like that?

A. That's correct.

Q. And so that any employee who had to travel would then get reimbursed if he was on

9504368316 8

company business?

A. If he was authorized to do so, yes, that's correct.

Q. You mentioned that your department did payroll. Would you get a list of the salaries of each individual and each time it was changed you would get one from the service that was doing the payroll?

A. We have -- we had a personnel department that was responsible for salary control, the human relations, human resources, whatever you want to call it. We had procedures that the department supervisor had to go through and had a formal, written authorization for any pay changes, and that had to be approved by his supervisor who -- it would have eventually been improved by the vice-president in charge of that particular area at which point personnel would notify accounting of the change, give them a copy of the change order and it would then go into the, you know, data processing people to be completed.

Q. When you started working for Birdview, what was your salary?

A. [redacted]

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Q. And did it stay at that rate or did it change?

A. It changed to [redacted]

Q. When did that change occur?

A I'm not real sure of the exact time. I believe it was late 1984.

Q. And did it change after that?

A. No, it did not.

Q. And you stated that you left Birdview's employ in July of '85?

A. That is correct.

Q. Can you tell me why you left Birdview?

A. Personality conflict with Charles A. Ross, Bud Ross.

Q. Did you --

A. Pardon me?

Q. Please continue.

A. Just concluded that it was like one of these things that either he leaves or I leave, and since he was the boss, it was me. So I was terminated in July of '85.

Q. Would you consider it a voluntary termination?

A. I would not.

Q. You mentioned earlier there were five

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corporate officers I believe you said?

A. Yes, I did.

Q. Can you give me their names, please?

A. Steve Small was vice-president of manufacturing. Steve Phillips was vice-president of engineering. Roger Mason was vice-president of another manufacturing -- it's called manufacturing. Bob Owens was executive vice-president and vice-president of marketing and myself being the vice-president of finance, and then later, in late 1984 another officer came on board, an Ed Gibson, who took over responsibilities in marketing as vice-president.

Q. Can you spell his last name, please?

A. G I B S O N.

Q. And that was in late 1984?

A. Yes, uh-huh. Ed worked for Birdview prior to that time, but he was brought in the corporate office in late '84 and sometime shortly thereafter was given the title of vice-president of marketing and later went on to be senior vice-president of the company.

Q. Do you know a Wanda Bowman? Do you want me to repeat the name?

A. Please do.

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Q. Wanda Bowman. B O W M A N?

A. The first name rings a bell. I knew someone named Wanda but not the last name. So I can't say that I did.

Q. How about Dale Galemore?

A. I do know Dale Galemore.

Q. Was he employed by Birdview?

A. He was.

Q. Can you tell me what his job was?

A. During my tenure he was in the purchasing department responsible for purchasing functions and later was promoted to a position at our Olathe plant in the -- what we called our -- I think we called it our microwave division. He worked directly for Steve Phillips at that point.

Q. And when you left Birdview was he still employed?

A. Yes, he was.

Q. To your knowledge did you hear anything about him leaving Birdview's employ or anything?

A. I did not.

Q. While you were working for Birdview were you in their corporate offices?

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A. Yes, I was.

Q. And where were those located?

A. We started in Chanute, Kansas. In approximately September of '84, we moved to Olathe, Kansas, and I believe by the beginning of 1985 we moved over to Overland Park which is where, when I departed Birdview, that's where the corporate offices were.

Q. Do you know Ed Hackerott?

A. And I do know Ed Hackerott.

Q. And do you know him from your employment at Birdview?

A. Both as a relative and through my employment at Birdview. He was an uncle of my wife.

Q. And can you tell me what Mr. Hackerott did while he was employed at Birdview?

A. I replaced him at Birdview. He was originally the vice-president of finance, and when they hired me in that position, Ed was changed to the vice-president of administration and then he was terminated from the company I believe in February of '84.

Q. Do you know why he was terminated?

A. No. One never asked questions of

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Mr. Ross. We also had a president that had only been there for six weeks terminated the same day.

Q. And Mr. Ross terminated then Mr. Hackerott?

A. Mr. Ross terminated the president and Mr. Hackerott, that's correct.

Q. You mentioned Roger Mason?

A. Yes.

Q. While you were in Birdview's employ, did he have any other position besides vice-president of manufacturing I believe is what you said?

A. While I was in Birdview's employ, he did not. He was vice-president. It later changed a little bit to be called the antenna division. He was responsible for running the antenna division.

Q. And do you know David Owen?

A. I know of David Owen, but I have met David Owen.

Q. You have or have not?

A. I have.

Q. To your knowledge was Mr. Owen ever a consultant or employee of Birdview Satellite

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Communications, Incorporated?

A. To my knowledge he was a consultant to Birdview.

Q. Was he being paid a fee for his consulting services?

A. I didn't remember such a fee, although I read in the paper that one of the other officers said he had, and I just didn't remember it. So I have no reason to doubt that he was paid a consulting fee.

Q. If he was being paid a consulting fee, would that have showed up on a payroll service report?

A. No.

Q. Would that come from some other account or --

A. No. Consultant by definition is not an employee, which means it wouldn't have come through payroll records. It would have just come out of the general account.

Q. Would general account records be in your office somewhere?

A. Oh, yes, sure.

Q. Who was authorized to issue payments from the general account?

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A. At various times various people. What is the time period that we're primarily focusing on here and then maybe I can focusly answer your question.

Q. Say when you started in 1983.

A. I was responsible for most general account payroll disbursements, corporate controller would have responsibility, Bud Ross had responsibility.

Q. Who was the corporate controller?

A. Doris Detwieler.

Q. Okay. Did she remain the corporate controller through the whole time you were there?

A. No, no.

Q. Do you know, was there another corporate controller after her?

A. Yes, Bob Speelman.

Q. Could you spell that?

A. S P E E L M A N.

Q. And when did he become corporate controller?

A. Around September of '84, around the time we moved the corporate offices from Chanute to the Kansas City area.

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Q. When he was corporate controller, he would authorize payments out of the general account then, Mr. Speelman?

A. Sure, but you have to keep in mine that by the time he came we had :plit the company into four autonomous pieces, and everybody had within their own autonomous piece, had their own payroll and general account.

Q. What were the four autonomous pieces?

A. The antenna division, microwave division, marketing division and electronics manufacturing division.

Q. Was a vice-president in charge of each of the divisions?

A. Yes.

Q. So for the antenna division who would be in charge?

A. Roger Mason was in charge there.

Q. For microwave?

A. Steve Phillips.

Q. For marketing?

A. Ed Gibson.

Q. And for electronics?

A. Steve Small.

Q. And so then each one of these

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individuals could authorize --

A. They each had their own general account. They had procedures to follow, but they were responsible -- he was actually looked at as a division president even though he was a vice-president to the corporate entity, had the responsibility of totally administering his own program.

Q. So the paperwork that existed for each one of these divisions as far as payroll and expenses from a general account, would that have been in your department's office; would they also have their own copy in each division?

A. That would have been the division responsibility. Records maintained, separate payrolls, separate disbursement accounts, all records, the responsibility of it maintained within the division itself. My main function at that point, having a corporate function or position, all cash receipts would come in to the general corporate account. My responsibility was to allocate and distribute that to their general account and then their responsibility was to disburse those funds.

Q. Again, when did this four-way division

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occur?

A. It began in July of '84 and was accomplished by -- October of '84 we were pretty well into it. January 1 of '85, we were definitely full-fledged into a decentralized management program which included accounting, et cetera.

Q. After the split into four divisions, was there still like a general account for corporate expenses?

A. Yes, there was.

Q. And who was authorized to make --

A. Myself and Bob Speelman.

Q. Was Charles Ross also authorized?

A. Yes, I'm sorry, and Charles Ross.

Q. Anyone else?

A. Not that comes to my mind right at this moment. There were typically very few, as I remember, very few disbursements out of that account other than to the other divisions. Corporate, per se, was not a -- I mean it was certainly a cost center, it was an overhead center, but it, per se, had very little expenses other than its payroll.

Q. Okay.

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A. And that was run through our marketing division. So they basically would just charge us back and forth on paperwork.

Q. So the marketing division that was run by Mr. Gibson --

A. Actually paid corporate's overhead expenses and then, the old accounting game, charged us back.

Q. So could Mr. Owen have received some kind of consulting fee without your knowledge of it?

A. No, not during the time period we were talking about. I had to be aware of it. I just didn't remember. We were growing so fast, $3,000 disbursements didn't really stick in my mind.

Q. You mentioned Steven Phillips as one of the vice-presidents. Was he still employed by Birdview when you left?

A. Yes, he was.

Q. And his title while you were working for Birdview, I believe you said, was in the microwave department, was vice-president there?

A. He began as vice-president of engineering which included research and

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development. He eventually was put in charge of the microwave division.

Q. Uh-huh.

A. He still had engineering under his control in that division, but we also had an engineering department in the electronics division too. So his only change was he ended up running one of the divisions as opposed to just being responsible for R & D electronics.

Q. And Mr. Phillips worked in Olathe?

A. Olathe. O L A T H E.

Q. You also mentioned Robert Owens I believe as executive vice-president?

A. Yes.

Q. Was he in Birdview's employ when you left?

A. He and I departed on the same day.

Q. Was his departure voluntary?

A. No.

Q. Do you know any of the circumstances surrounding his departure?

A. No, I don't.

Q. And so to your knowledge they were in no way connected, the circumstances surrounding your --

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A. I don't believe the circumstances were connected. I would be leading you astray if I told you I didn't wonder, but I'm not even real sure of what my own circumstances were. Bud has a tendency to be a little illusive at times and it's hard to tell what the circumstances were. You just know it's time and it's time, and that was the situation.

Q. Several times we've mentioned Charles Ross' name, and I was wondering if you know of his current address?

A. I have no idea. I don't even know if he's still in the Kansas City area.

Q. Okay. Do you know a Stan Ross?

A. I sure do. That was Bud's son.

Q. Was he employed by Birdview Satellite Communications?

A. He sure was.

Q. Can you tell me what capacity he was employed in?

A. There may have been other capacities. My memory tells me that it was inside sales manager. That's at least where it impresses that I remember him last.

Q. What would an inside sales manager do?

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A. We, of course, had an outside sales force whose responsibility would be try to encourage independent dealers to buy our product. Once an order was received, they would call our inside sales force and physically place the order, and the inside sales force would be responsible for providing estimated shipping dates, pricing, relaying credit arrangements, et cetera.

Q. Would that be a middle level management job or low level management job?

A. I would just take a guess that where Stan was at would have to be considered a middle level management job.

Q. Do you know who he reported to?

A. Initially was to Bob Owens, but -- as a matter of fact, Robert Owens, Robert E. Owens would have been it because Stan departed Birdview sometime in late '84 or early '85, and it would have been during the transition when someone else was taking over marketing.

Q. Do you know why he left?

A. Well, I do know that there was some degree of dissatisfaction with his services rendered by the people he worked for which

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directly affected my department and directly affected Bob Owens' department, and I do know that he and I both suggested that maybe Stan ought to look for employment elsewhere or find a different responsibility area within our company.

Q. How did it affect your department?

A. When inside sales doesn't properly handle the orders, they don't get to manufacturing and they don't get to shipping and I don't get the cash in, and when you track that little track back and find out what the cause is, you typically try to solve that, and when it's the boss' son, that can be tricky.

Q. You've also mentioned Steven Small as being a vice-president?

A. Yes.

Q. Was he still in Birdview's employ when you left?

A. Yes, he was.

Q. While he was -- while you were in Birdview's employ, did he have any other title besides vice-president of -- what -- I forgot what you said.

A. Electronics manufacturing.

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Q. Uh-huh.

A. I'm not real sure. I don't remember. I know that toward the end of my tenure, there was discussion about possibly putting somebody else in charge of his area which I think did happen, but I just don't remember.

Q. Okay. And do you know Robert Summerville?

A. Yes, sure do.

Q. And do you know him through his employment at Birdview?

A. That I do.

Q. And what was his position?

A. He was hired as the vice-president of marketing the same time that I was hired as vice-president of finance. He lasted a very short time and was demoted back to a field position as an original sales manager.

Q. And that's what he was before he became vice-president of marketing?

A. Yes, that's correct.

Q. Do you know how long he was vice-president of marketing?

A. I don't remember. It was a short time period, like three to six months.

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Q. Do you know where Mr. Summerville is living now?

A. As far as I know, he still lives in Texas. I believe he lived in the Dallas/Ft. Worth area.

Q. And he moved there after he left Birdview?

A. No, as far as I know, he's always lived there.

Q. Oh, he lived down there while he was working for Birdview?

A. Yes.

Q. Want to take a short break now? Off the record.

(Whereupon, a short recess was taken.)

Q. (By Ms. Beard) A little while ago you mentioned that you got two bonuses from the corporation and you mentioned that one of the bonuses was a cash bonus. How much was that cash bonus?

A. Approximately $3,000.

Q. Okay. Have you ever been active in politics?

A. I have not.

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Q. Did you ever volunteer or work on a political campaign committee of any kind?

A. No, I have not.

Q. Have you ever made a contribution to a political campaign committee?

A. Once. Would I ever do it again? Never mind. That wasn't a question. Go ahead, please.

Q. Can you tell me who the contribution was made to?

A. Bob Dole campaign.

Q. Do you recall how much the contribution was for?

A. Yes, I do. $1,000.

Q. And do you recall when you made the contribution?

A. July of 1984.

Q. Can you tell me why you decided to make a contribution to the Bob Dole campaign?

A. I was requested to do so by my supervisor.

Q. By your supervisor?

A. By Bud Ross.

Q. On how many occasions did Mr. Ross talk to you about making a contribution to the

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Bob Dole campaign?

A. Once, maybe twice. I really didn't question it at the time. He was the fearless leader that was making an impossible feat happen, being this little startup company go to $60 million a year, and at the time I felt he could probably walk on water if he wanted to. So when he asked me to do something, why, he didn't have to ask me twice generally.

Q. When he asked you to make the contribution, was anyone else present?

A. No.

Q. Do you recall if it was in his office or your office or over the phone?

A. No, I do not.

Q. Do you recall what he told you when he asked you to make the contribution?

A. To the best of my recollection, he had said that he was supporting Senator Dole and that he felt that it was the responsibility of management to take a little more active role in politics and if you couldn't do it by supporting the campaign effort physically or if you had no desire to get involved in that thing that a monetary contribution would be an excellent way

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to support it.

Q. Did he suggest a dollar amount to you?

A. Yes, he did.

Q. And that dollar amount was?

A. Was $1,000.

Q. Did he suggest that your wife make a contribution?

A. Yes, he did.

Q. Of the same $1,000 amount?

A. Yes, uh-huh.

Q. Did he say anything about whether the company would reimburse you for making a contribution?

A. He implied that there would be in some way or fashion repayment for that, by supporting the political candidates, and I knew he was active in supporting political issues. I also knew political issues as it related to our industry and our company were very important.

My initial interpretation of that would be or was that this was important to the future of the company that we actively support candidates and that he had specifically asked me to support this candidate and at this campaign juncture, et cetera.

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So I interpreted his implication in one of three ways or one of several ways. One was that we need political help to get the airwaves free, and of course, as I read in the paper recently, it turned out that the candidate I supported didn't support that particular bill, but it could come in the form of more success with the company, which would come back down to the fact that if the company is more successful, we would receive higher bonuses, higher salaries. We all owned stock in the company, higher rewards from that standpoint, and the final way that it could be is that you would be reimbursed for it.

Q. And which one of those did you receive?

A. I received a bonus sometime after I had made the contribution. In my mind I felt that that approximate $2,000 was meant to offset the $2,000 that I had put in the bank or I had donated to political candidates.

Q. So then you think you would not have received that bonus if you had not made the contribution?

A. No, I relate the approximate $2,000

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net amount that I received, in my mind that was -- my checking account was $2,000 light when I made that contribution, and in my mind I was even when I received that bonus. I couldn't sit here and honestly tell you that that was directly intended to reimburse me for my political contribution and that it wasn't directly intended to reimburse me for my efforts of which the evidence showed that I had done an outstanding job through that point in time for them.

Q. When Mr. Ross spoke to you about the contribution originally, did you feel like he was requesting you and you had an option of whether to give or not to give or that he was basically ordering you?

A. I felt that we definitely had an option. I felt that I could have easily said, I just don't believe in this kind of stuff and can't do it, but I never questioned him once, you know, in my mind even.

Again, the feats that he had accomplished, and he was the leader, and at that point in time I fully respected him as a leader in the company and what he had accomplished.

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Q. Did you talk to anyone else who worked for Birdview about making that contribution to the Dole campaign?

A. No. I don't remember any conversations with anybody concerning what my wife and I did.

Q. You don't recall talking to Steven Phillips about making that contribution?

A. No, I'm sure there was some discussion. I was very certain at the time that he had not only asked me but he had asked others as well, and I'm sure we may have had some small talk or some discussions.

Again, at the time we had a lot of things going. We were working seven days a week each in our own areas trying to make it work, and it just really wasn't a big topic of discussion at that point in time.

Had I even thought that I would be sitting here today talking to you about some of these things, or even had any inclination what I was doing at that time was not quite according to hoyle, I don't believe that -- you know, I know that I wouldn't be here for the reasons we're here today.

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Q. When you made a contribution, did you give the check to Mr. Ross or to someone else?

A. I don't remember the answer to that. I thought we were given an instruction to mail. I thought my wife and I were instructed to mail it in to the campaign. I did receive a letter back from the Dole for Senate campaign, and I don't recall whether I mailed it in to -- I knew that David Owen was campaign chairman and whether we mailed it in to him or whether we mailed it in straight to Washington, D.C., or wherever his committee thing was, I just don't remember.

Q. What kind of letter did you receive?

A. A thank-you letter.

Q. From the Dole campaign?

A. Yes.

Q. Did you consider the contribution to have a corporate purpose?

A. I did not -- well, let me correct that. I made the contribution in the thought that I was helping the corporation, that these moneys were going to go to support someone that would somehow help the corporation.

Q. Did you discuss with Mr. Ross whether

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any other individuals in the company would be making a contribution?

A. No.

Q. You mentioned that you think others were approached?

A. Yes, I think that and I've read some articles in the paper that would suggest my thinking is correct.

Q. Can you give me the names of the individuals you believe may have been approached?

A. Dale Galemore. It might be easier if I just cut the article out and gave it to you. There's a whole list published in the Kansas City Star of actual contributions that were made by people, and I think that that would probably -- rather than me trying to remember, I didn't commit it to memory and that may --

Q. Would there be anybody's name that didn't appear on that list?

A. No, no. I mean not that I'd be aware of. I had no reason to be aware of.

Q. To your knowledge did anyone else aside from you receive a bonus shortly after they made a contribution to the Dole for Senate

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campaign?

A. To my knowledge they did not. Steve Small has indicated that he received a bonus or some type of payment, but again, I would not have been close enough at that time to have necessarily known. So I just don't, you know, I'm not aware of any others.

Q. Would these payments have shown up on a payroll record?

A. Of bonuses, yes, that is a form of compensation.

Q. Uh-huh.

A. Which would have appeared on payroll records and would have been included in the individual's W-2 at the end of the year.

Q. So then if an individual received a $2,000 bonus, that would not have offset him for the tax?

A. That would not have.

Q. So did you receive enough of a bonus to offset you for the increased tax liability?

A. Yes, my bonus was in excess of $3,000 and the net dollars exceeded $2,000.

Q. Do you recall the exact amount in dollars of your bonuses?

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A. I do not.

Q. You mentioned also that your wife made a contribution?

A. Yes, she did.

Q. Do you recall what conversation you had with your wife when you -- about the contribution?

A. Very short. I would have requested -- I don't recall verbatim. I'm just imagining I would have gone home and said, We've been requested to do this and I think we should do it, and bingo, she would have signed the check and off it went.

Q. Do you remember anything about her reaction --

A. No, I don't.

Q. -- to it at all? When you made the contribution, did it at all strike you as unusual that Mr. Ross was asking you to support Senator Dole?

A. No, it did not. I knew he was active politically. I believe at the time he was president of SPACE which was an organization in Washington, D.C., designed to work for our industry, and it was a new industry. He was

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active politically in many areas in Kansas and whatever. I don't know any specifics, but I do know that he was active.

Q. Did he ask you prior to that time to ever support a candidate?

A. He did not.

Q. Did he ask you since that time?

A. He did not.

Q. At the time he did ask you in June of 1984 did you hear any other talk in the company from other people who may have been asked or had heard that people were being asked to make contributions?

A. No, I did not.

Q. Aside from -- I know you mentioned Mr. Galemore's name and Mr. Small's name. Aside from them were, to your knowledge, any other individuals approached to make a contribution?

A. I would have no idea. Again in reading the newspaper, it sounds as though people that were on our outside sales staff were approached. I was not aware of any of that, and I learned of that through the media which just recently published some articles on it.

Q. While you were working for Birdview,

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was there ever any internal audits conducted?

A. We would have done some if we suspected any problems. We primarily relied on the outside auditors for systems review, and through their checking, if we discovered a problem area, we would, in fact, go back and investigate that to the extent we deemed necessary at the time.

Q. Were who were your external auditors?

A. Touche Ross & Company.

Q. And did they conduct a yearly audit?

A. Yearly, and I believe we had quarterly reviews as well, but we did have an annual full audit. We were a publicly held company and were required to do so.

Q. And what was Birdview's fiscal year?

A. March 31st.

Q. And that was the same the entire time you worked for Birdview?

A. Yes, it was.

MS. BEARD: Off the record.

(Whereupon, a discussion was held off the record.)

Q. (By Ms. Beard) Did any of the either internal, external audits show up anything about

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reimbursements for political contributions?

A. No, not to my knowledge.

Q. Do you have a copy of the check that you used to contribute to the Dole campaign?

A. I do not.

Q. And do you have a copy of the letter that you received from Senator Dole?

A. I believe I have one some place. I know I received one and I think I could contact or I assume -- you may know better than I. Could I not contact and get another copy sent? We had a fire in January of '85 in our home and records from 1984 and prior did not necessarily get destroyed but locating those when you're displaced for three to six months shortly thereafter, why, I just have been unable to locate those records.

Q. Did you get -- when you received your bonus of 3,000, approximately $3,000, was there some kind of marking on your payroll stub concerning that or would it just be added right in your payroll for that time period?

A. I don't know.

Q. Would it have showed up though on your payroll check?

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A. I would guess that it probably said bonus.

Q. Would it be a separate check then?

A. Yes, uh-huh.

Q. It would be a separate check --

A. Yes.

Q. -- from your regular payroll check?

A. It would have been a regular payroll check -- I mean it would have come through the regular channels, and it would have been a payroll check drawn on a payroll bank account, but I believe it was a separate check. It was not included in my normal payroll check.

Q. So say if you got paid on a Friday, then you would have two checks that Friday?

A. Yes, exactly. That's the best of my memory. I will tell you that these things, none of them burned themselves into my memory at the time. So I'm just trying to remember them as best I can.

Q. At the time you made the contribution, did it strike you at all unusual that you were being requested to do it except that Mr. Ross was active in that political committee?

A. It did and it didn't. I didn't find

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it unusual that he would go around asking people to make contributions to help.

Q. Uh-huh.

A. I wasn't real sure why. I'll have to say that I did question it. I do recall questioning in my mind --

Q. Uh-huh.

A. -- you know, is this the right thing to be doing.

Q. Did Mr. Ross discuss with you at any time that you were going to be getting a bonus, I'm talking about the $3,000 bonus you received in June of '84?

A. Probably since January of '84. Never once talking about amounts, more so in terms of the job I had done and was doing and that in fact I would be rewarded.

Q. He never came out and said you'd be getting a bonus?

A. Well, yeah, he'd implied bonuses, stock options. He implied all those things, but never once did he say, you know, This is what you're going to get.

Q. But was that after or -- after you received the other cash bonus you got -- was

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this the only cash bonus you got? Maybe we're confused here.

A. No, you asked me if Mr. Ross -- I believe you -- maybe we should go back and read the question again. I thought you asked me whether or not he had ever talked about giving me a bonus or giving me type of reward prior to this political contribution.

Q. I just want to make sure that we're clear here. Are there two cash payments we're, talking about, one that was the cash bonus you got because your pay was lower than everybody else's and the other, this $3,000 payment?

A. No, I received one cash bonus that I remember during my entire tenure at Birdview.

Q. And so this $3,000 payment then is the same one we were talking about earlier --

A. Yes.

Q. -- when you said that you may have gotten something in order to compensate you because your starting salary was lower than other vice-presidents?

A. That's correct.

Q. So we're talking about one?

A. One cash bonus, that is correct.

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Q. So in order to understand you correctly, you said that you feel that this payment was paid, this cash bonus was made in order to reimburse you for the contribution?

A. No, that's not what I said.

Q. Okay.

A. I said in my mind I linked --

Q. Uh-huh.

A. It's very easy, and if you just draw yourself a little picture, you can do this yourself. I spent $2,000. Sometime later I received a check that netted me $2,000. In my mind I was even, and in my mind I do link those two and I did link those two at the time.

I was never told what that bonus was for, and if there was anything written on that check stub, it would have said bonus. It would not have said anything else, if anything was even written, and the communications between Bud Ross and myself during the time period from which I began until during the period that we're talking about, yes, there would be a lot of reasons for me to think that it could have been for other things as well.

He continually was complimenting and

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telling me that, you know, you'll be taken care of and all this kind of stuff in exchange for the services I had performed.

I linked those two. I was never told that those two were linked, and at the time that I made my political contribution, I had no way, shape or form knowing when, if and how I might ever see dollars coming back or the effects of my contribution through a stock offering, et cetera.

Q. What time period occurred between the time that you made the contribution and the time that you received the $3,000 or so bonus?

A. I think it was somewhere around four weeks. I believe it was sometime during August that I received this bonus.

MS. BEARD: Okay. Off the record.

(Whereupon, there was a discussion off the record.)

Q. (By Ms. Beard) You have the right to review your deposition for its accuracy and make any corrections or you can waive that right. It's up to you. Would you like to review it or would you like to waive it?

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A. When you say review, you mean have a copy of it?

Q. You would have a copy of it and then you could read it and then you would sign it and then if you wanted to change something that was wrong, you could make a change.

A. That would seem to make sense.

Q. Okay. So you are not waiving your right, is that correct, you want to review it?

A. I believe -- is there any reason why I shouldn't?

Q. It's totally up to you, but I just want to get it clear so we know what to do.

A. Yes. Yeah, I'd like to have a copy of it.

Q. Okay. I'm handing you a check for --

A. $3,000?

Q. -- for $36.30 which is to cover witness fee and mileage. This deposition is being conducted pursuant to Title 2, United States Code Section 437g and pursuant to Section 437g(A)(12)(a), all investigations done by the commission must be confidential, and so I'm letting you know there is a confidentiality requirement and that this -- the discussions

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that occurred here at least for now will not leave this room or the commission, and I'm going to adjourn the deposition now.

There is a possibility that we may want to speak to you again and that is why I am not closing it.

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_____

DAVID K. HAMILTON

Subscribed and Sworn to before me this _____ day of _____, 1988.

_____

Notary Public

County of _____

State of _____

C E R T I F I C A T E

I, JANENE M. HILL, a Notary Public of Lafayette County, Missouri, do hereby certify:

That prior to being examined the witness, was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this 4th day of April, 1988.

Janene M. Hill

JANENE M. HILL, CSR
Notary Public Lafayette County
State of Missouri

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TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

- -x
IN RE: :
MATTER UNDER REVIEW 2582 :
- -x

DEPOSITION OF DAVID HAMILTON (CONTINUED)

Kansas City, Missouri

Monday, May 9, 1988

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW 2582

CONTINUED DEPOSITION OF DAVID HAMILTON, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 9th day of May, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

JANENE M. HILL, C.S.R.,

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

VOLUME II

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APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 East Street, N.W., Washington, D.C. 20463.

Respondent appeared pro se.

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DAVID HAMILTON,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MS. BEARD:

Q. This is a continuation of a deposition that was started on March 28th, 1988, and Mr. Hamilton has just pointed out to me that there is one inaccuracy that he noticed from the earlier deposition and it was on page 28 with the question on line 9, and I'm going to read the question. "So could Mr. Owen have received some kind of consulting fee without your knowledge of it," and then you wanted to modify the answer in some way?

A. Yes, I had originally answered no. He could have. There could have been disbursements without my knowledge.

Q. So now the answer is there may have been disbursements without your knowledge?

A. There could have been, yes.

Q. Okay. Mr. Hamilton, were you on the board of directors at Birdview?

A. No, I was not.

Q. Were you ever assistant secretary of

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the corporation?

A. I don't remember. I may have been appointed that at one time to act in that capacity, but I don't recollect that I was.

Q. I don't have a copy of this. So I'm just going to show this to Mr. Hamilton to help refresh his recollection.

A. Okay.

Q. This is a copy of, to point out what Mr. Hamilton looked at, of the June 4th, 1984, Birdview Satellite Communications, Incorporated, special meeting of the board of directors, and on page 4 there's a paragraph which reads, "Resolved, that David K. Hamilton, vice-president for finance and treasurer for this corporation, be and he is hereby also appointed assistant secretary of this corporation, to serve as such at the pleasure of the board of directors."

A. I believe that happened in connection with financing that we were raising.

Q. Do you recall any duties that you had to do as assistant secretary, anything unusual?

A. The only thing that comes to mind is that we were raising some funds and it was

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occurring in Chicago, and they had to have an assistant secretary there to sign something, and I was there. So that may have been it. I don't recall it was in any official capacity, but at any rate -- but I believe that's the only thing I can connect that with.

MS. BEARD: I'm going to have this document marked as an exhibit.

(Whereupon, Hamilton Deposition Exhibit 2 was marked by the reporter for identification.)

Q. (By Ms. Beard) I'll give you some time to look at it.

A. W-2's for the year of '83 for it looks like 6 employees.

Q. You'll notice in the first page the middle one is Robert E. Owens and the second page, the middle one is for Steven M. Small and both of them list other compensation of $450. Do you have any idea what the other compensation would be?

A. Yes, I do.

Q. What would that be?

A. Company auto. It would have been an allocation of personal use of a company

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automobile.

Q. So everybody that had a company car --

A. Yes.

Q. -- would have other compensation?

MS. BEARD: I'll ask for another exhibit to be marked.

(Whereupon, Hamilton Deposition Exhibit 3 was marked by the reporter for identification.)

Q. (By Ms. Beard) I ask when you're done looking at that, Mr. Hamilton, let me know, and I know it's a little bit hard to read.

A. What's this say at the top?

Q. I believe it says Housing allowance, and after that there's some numbers and then 1984 is the third line.

A. Okay. Go ahead.

Q. Okay. Have you ever seen this document before?

A. I don't remember seeing it. It does not look familiar.

Q. As we just mentioned, the top of this says Housing allowance, and then it appears to have names of individuals and then across the document several columns, and I notice your name

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is one of the names, D. Hamilton. Then it lists a 6300 --

A. Right.

Q. -- dollar advance related to move?

A. That's correct.

Q. Does that seem like an amount that you got?

A. Yes, uh-huh.

Q. Next to the advance related to move column, there's a house deposit. Do you know what that column would be used for?

A. I do know that Stan Ross had a $41,000 loan. Well, it says 41,000. That number doesn't strike me as unusual. I can't swear it was exactly that amount, but at any rate, he had an advance, I believe it was used in buying his own home, as well as Ed Gibson of 48,000.

Q. Then the house deposit was advanced to employees, given to employees for moving to Chanute?

A. I'm not sure what Stan's related to. I know that Ed's related to moving from Atlanta to the Kansas City area. He didn't have any money for a downpayment so the company loaned him funds for that.

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Q. And here is Bob Owens, it looks like $12,093.47?

A. I would only guess that was in connection with his move from Chanute to Kansas City.

Q. Would that also have been a house deposit?

A. No, that would have been moving expenses, probably very similar to mine.

Q. Even though it's in the house deposit column?

A. Uh-huh. That's the best I can remember. This is 1988 and we're looking at 1984. That's $1200 by the way.

Q. Okay.

A. Uh-huh.

Q. Of $1293.47.

A. So I don't think that would in any way, shape or form cover the downpayment on Bob's house, but it more than likely relates to his move from Chanute up to Kansas City which did occur in 1984.

MS. BEARD: I have another document to mark.

(Whereupon, Hamilton Deposition

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Exhibit 4 was marked by the reporter for identification.)

Q. (By Ms. Beard) When you're done looking at that, if you can let me know.

A. Okay.

Q. Okay. If you can, describe to me what this document is.

A. It's a check from Birdview to David Owen for $25,000, and at the top it says Payment of architect fee.

Q. And who was the check signed by?

A. Myself and Esther Oliver.

Q. And why are there two signatures on this check?

A. All disbursements over 5,000, I believe was the amount, required two signatures.

Q. And who was Esther Oliver?

A. An employee that worked in the accounting department.

Q. She worked for you?

A. Yes, she was in my department.

Q. And did she have a title?

A. No, she didn't, accountant.

Q. And do you recall, I know we just mentioned earlier that you mentioned that some

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other -- some payments to Mr. Owen may have been made without your knowledge?

A. Uh-huh.

Q. Does this refresh your memory as to any other payments that may have been made to Mr. Owen?

A. No, as I stated earlier, I believe that he was on the consultant fee with us. I don't recall specifically what this amount was for. I just don't recall what the -- it said architect fee. It probably had something to do with our Spring Hill property in the process of acquiring it.

Q. Spring Hill?

A. Uh-huh.

Q. Okay.

A. Johnson County Tech Center I believe it's called.

MS. BEARD: I have another document to mark.

(Whereupon, Hamilton Deposition Exhibit 5 was marked by the reporter for identification.)

Q. (By Ms. Beard) This is a two-page document. If you would, look at both pages.

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A. Okay.

Q. The first page there appears to be two forms called Check Request?

A. Uh-huh.

Q. Are you famili . with this form?

A. Yes, I am.

Q. Can you tell me what it was used for?

A. To request a check in payment of expense or in payment of anything. If there was not necessarily backup readily available in the form of an invoice or an expense report such as with an expense advance, this is the form that would be used to request the funds.

Q. In the lower right-hand part of the form, it says Amount, and then it says Account coding, and next to that it says [redacted] do you know what [redacted] is?

A. No, I don't.

Q. Would that be some kind of accounting code?

A. Oh, yes, I'm sorry, that would have been the account code. I just don't know what account that was. I thought that's what it was. 170s would have been in the asset section of the balance sheet some place such as expense

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advances to employees.

Q. But exactly what it is you're not sure?

A. No.

Q. Underneath that it says Requested by and what would normally go in the requested by line?

A. The initials of the individual requesting the advance.

Q. Would that be always the individual who the payment was going to go to?

A. Not necessarily.

Q. Who was authorized to make requests?

A. Anyone who had a legitimate reason to receive funds.

Q. And I'm a little bit confused over that answer. Let me try that again. Could any employee make a request like this and put their initials on the requested by line or do you have to be above a certain level?

A. Oh, I suppose most normal case would be for a department head, supervisor or officer of the company to request it. Normally if an employee needed funds for a special trip or outing or whatever the case may be, he would

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normally go to his supervisor and it would all come through the supervisor.

Q. And then below it it says Approved by, and then there are some initials, and what would the approved line be?

A. That would be by someone, presumably the accounting department, but didn't necessarily have to be the accounting department to approve the request. It could also be the supervisor.

Q. The request on the bottom half of the page which is to Bob Owens on 12/22/83, there is nothing in the requested by space, is that unusual?

A. Oh, he probably came -- those are my initials down there in the approved by, so I would have to say it's not unusual if I put it through. He probably asked me for a $2,000 expense advance for something, and so I would have put it through myself. So it wouldn't necessarily be out of kelter.

Q. You just mentioned that under the reason for request part that reads special expense advance, do you know what the special expense advance was for?

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A. No, I don't.

Q. Would he have told you at the time?

A. Oh, I'm sure he would have. I would never have put it through had he not.

Q. Is this form in your handwriting aside from the initials?

A. Yes, it is.

Q. You filled out this entire form?

A. I filled out the entire form.

Q. On the second page of this document, there's a check for $2,000 written on what appears to be 12/21 or 22, '83. Does that appear to be the check that goes with this request?

A. Well, the request was dated 12/22. It appears to be, yes.

Q. Also, if you'll note on the check where it has the number 7720 on it?

A. Check number, uh-huh.

Q. It says that, right, under reason for request?

A. Yeah.

Q. And then this check number is 7720 on page 2?

A. Yes.

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Q. And you do not recall what this check was for?

A. No, I don't. No, I don't.

MR. BLESSINGTON: I'd like to ask you a question, Mr. Hamilton. You indicated you weren't certain what the account code was for [redacted]

THE WITNESS: I'm fairly certain that it's an asset code just because it starts with a 170. Generally the 100s are in the asset section. I'm just going to guess that it's due from employees, receivables, expense advance type.

Q. (By Ms. Beard) On the top portion of page 1, the copy of the check request form, the reason for request is trip to St. Louis?

A. Uh-huh.

Q. Would that be a separate code for travel advances from any other type of advances made to employees?

A. Not necessarily. When the expense -- when the expense report comes through, these things have to be backed up by expense reports. Then they come through and get audited, it then gets taken out of the advance account and goes

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to expense, but until the properly authorized and documented expense report comes through, it would stay in the advance account.

Q. So any money that would be going to an individua' without having the documentary backup --

A. Right.

Q. -- would likely be in 170-02?

A. There's a good chance if that's what --

Q. What else would it be in there?

A. That would be where it would go, yes.

Q. So that's the only place where it would go if it was advanced to an individual for any reason?

A. As far as I can recall, that should be the place it went to, yes.

(Whereupon, Hamilton Deposition Exhibit 6 was marked by the reporter for identification.)

Q. (By Ms. Beard) When you'e done looking at this, if you could let me know.

A. Okay.

Q. This is a four-page document, and it is pages from a general ledger work sheet from

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June of 1984, and I think you'll notice that Account No. [redacted] is on each of these pages, and hopefully this in some way will help refresh your memory about this account and what it was used for.

A. Really what we have here is a question where if we could just have a chart of accounts, if we could get our hands on one, it would answer the question or the general ledger itself. By just looking at the codes, I couldn't tell you whether Account [redacted] was employee receivables or what the account was. It looks like it should have been, but quite honestly, four years to remember that is a long time, and I think that what we need to do is just see if we can get our hands on either a general ledger or chart of accounts. That would clear up the question right away. What this appears to be here is just a distribution summary of the disbursements for the month and what accounts everything was distributed to.

Q. So across from the number [redacted] it says $253,838.90?

A. Uh-huh.

Q. So that much would have been disbursed

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during June of 1984?

A. Yes, to that account.

Q. What do you mean by to that account?

A. Charged to that account. All of these are account numbers. So it looks like all together there was $3,800,000 taken out of cash and these were the deficits along with that.

Q. Okay. So on the second page then where it has cash receipts up on top, then for [redacted] there's in the credit column --

A. $55,000.

Q. -- $55,825.85, and what would that be?

A. That would represent repayment of advance I would guess if in fact [redacted] is the advance account.

Q. And then on the third page under [redacted] there's both a debit and a credit?

A. Uh-huh.

Q. A $9,000 credit and a $6,343.17 credit, and the top of the page reads Payroll entries and accruals. Can you tell me what that would be?

A. I can't imagine the -- why it would be coming through payroll, why we would have both debits and credits. I'm not real sure. One

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could be advances and one could be repayment of advances withheld from your paycheck, but why the advances would be going through the payroll, I couldn't answer that.

Q. Okay. And then the las' page on Account No. [redacted] it says at the top Accrued payables, and then for ledger credit it reads $4,677.85. Can you tell me what that would be?

A. No, I couldn't.

Q. Okay.

MS. BEARD: May I have this marked as Exhibit 7.

(Whereupon, Hamilton Deposition Exhibit 7 was marked by the reporter for identification.)

Q. (By Ms. Beard) Just to point out, this exhibit goes onto the back of the second page. So you've got to flip it over.

A. It looks like we had some special expense advances in December of '83, doesn't it?

Q. Yes. And when you're done looking at it, let me know.

A. Go ahead.

Q. Okay. This consists of a two-page

9504368 32229

exhibit that goes onto the back of the second page. The first page is a check request, and is this in your handwriting?

A. Yes, it is.

Q. And it', to Roger Mason for $1,000?

A. Right.

Q. And it's dated 12/22/83 which is the same date as Exhibit No. 5, which was the one to Robert Owen -- oh, wait, excuse me. And they both read Special expense advance, and did you approve this one?

A. Yes, I did.

Q. Do you know what this expense advance was for?

A. Yes, I do. As a matter of fact, now that you gave me this one, I think I know what they both were for.

Q. What were they for?

A. Christmas party.

Q. They were for a Christmas party?

A. For the employees of the company. We'd have to check the date of when our Christmas party was, but with both of them being special expense advance, I'm going to guess that they may have been for the Christmas party.

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Q. What kind of Christmas party?

A. What possibly cost $3,000?

Q. That's right.

A. We had one in 1984 that cost about $25,000 so --

Q. Why would the money go to Roger Mason and Robert Owen?

A. They were more than likely involved in setting it up. Now I'm just taking a guess, all right? They both happen to be on December 22nd which is very close to Christmas. We always had a big bash for employees at Christmas, and since they both went out on the same date, I'm going to guess that's what it was for, but without additional records, I guess I should say, my memory -- that would be about the only thing I could think of that we would possibly be processing those checks for at that time.

Q. Let me show you one more.

(Whereupon, Hamilton Deposition Exhibit 8 was marked by the reporter for identification.)

Q. (By Ms. Beard) When you're done looking at it, if you could let me know.

A. I'm trying to think if there were any

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trade shows around that time.

Q. Okay. This is a one-page document. It's a check request to Stan Ross. Is this in your handwriting?

A. No, it's not.

Q. Under requested by, it lists the initials DKH?

A. Yeah, those were probably written in there. If my initials were in there, I would have known about this and would have authorized it.

Q. So the DKH then is you?

A. Yes.

Q. And it says $2,000 to Stan Ross on 12/22/83, and it lists the reason for the request, travel advance?

A. Yeah, that just kind of nixes out what I was thinking about. Now it looks like there may have been a trade show coming up where we were giving advances for.

Q. Would there have been a trade show then?

A. Yeah. Early January in Las Vegas is a satellite show.

Q. Is it possible that the special

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expense advance to Bob Owens for $2,000, the one to Roger Mason for $1,000 and the one for $2,000 to Stan Ross were to reimburse these individuals for contributions to the Bob Dole for Senate campaign?

A. If that's possible, certainly it's beyond my knowledge. In my mind it is not possible.

Q. Why is it not possible?

A. Well, if it is, I didn't know anything about it or wouldn't know anything about it.

Q. Could it have been done without your knowledge?

A. Possibly, but I have to think if I approved these expenses to go through that there was a legitimate reason for them. Possibly we should call Bob Owens or call one of these people and see if there's any way they can check their records to see what it was for, but it's a toss-up to me at this point from the ones you you've shown me. Now you may have others. Maybe I should just wait until I see those.

Q. This is everything on this.

A. That's it? You know, with an advance going to Stan Ross, I would have guessed then it

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would have been for the trade show that happened in Las Vegas in January. He quite frequently went down on the advance party, and I know he wouldn't have had any cash to go down there on his own. So we always had to give him cash advances, and that's strange though.

Q. Did you ever discuss with Robert Owen the fact that he made a contribution to the Dole for Senate campaign?

A. No, I did not, no.

Q. Did he ever discuss with you whether he would be reimbursed for a contribution that he would make to the Dole for Senate committee?

A. No.

Q. Let me remind you that you are under oath and ask the same question. Did he ever discuss with you about being reimbursed?

A. Did Bob Owens ever tell me that he got reimbursed for that?

Q. No, discuss the possibility that he would get reimbursed for the Dole for Senate campaign?

A. I don't seem to remember him discussing that with me.

Q. Can you think of any reason why he

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would seem to recall discussing with you the possibility of his getting reimbursed for the Dole for Senate committee?

A. Possibly just to call and ask me about it, ask me whether or not he ever was.

Q. I'm talking about back in December of '83 he would have discussed with you this.

A. No, absolutely not.

Q. You don't recall it. Do you think you would recall if he did discuss this with you?

A. Do I think Bob Owens would?

Q. Do you think you would recall it.

A. Possibly. I don't know that I would or wouldn't. It's four years ago, and again, I don't know if I would remember it. I would say that if Bob Owens said that he did discuss something with me, I have no reason to think he'd lie. He may remember it and I don't.

(Whereupon, Hamilton Deposition Exhibit 9 was marked by the reporter for identification.)

Q. (By Ms. Beard) This is a several paged exhibit, and when you're ready, let me know.

A. Okay. Go ahead.

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Q. Can you tell me what this exhibit appears to be?

A. It appears to be a copy of a payroll register from June 30th. It does not say what year.

Q. I believe it listed 062984 in the pay date, where it says EYK Birdview Satellite-S, then 062984. So it appears to be 6/29/84?

A. Yes.

Q. Are you familiar with payroll registers like this one?

A. Yes, I am.

Q. Let me go to the middle of the first page under the name of Small, Steven M., and you see there are two entries for him?

A. Yes, uh-huh.

Q. The first entry appears to have [redacted] listed under regular and in gross pay [redacted] and then go on. Would that be Mr. Small's normal biweekly or bimonthly -- I mean semi monthly salary?

A. It appears that it would be, yes.

Q. Okay. The second line lists $3,000 under Mr. Small's name and the letter B next to it. Can you tell me what that would be?

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A. Is there an explanation for the codes?

Q. No.

A. It appears as though that's an extra check. That may be a bonu-.

Q. Okay. And then under gross pay, it lists 3,000 again, and then there's a series of deductions for federal taxes, FICA and state and city tax under the tax code, and then under voluntary deductions in the amount column there's $2,000 with an A next to that. Do you know what that would be?

A. No, I don't. That's a deduction from his pay, but -- boy, there's no explanation of those codes, is there?

Q. No, there isn't.

A. This is ADP too. They're right here in Kansas City. So it's a shame we didn't get that. But at any rate, please go ahead.

Q. Do you know what the A, the $2,000 with the A next to it --

A. I have no idea what that code stands for.

Q. And finally the last column over on the right, and it says Pay, and it says $49. Do

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you know what that would be?

A. That would be the net pay, the net amount of the check.

Q. If you go to the second page of this document and down at the bottom there are two entries for Dale A. Galemore, and the first entry, is that his regular pay?

A. It would appear to be, yes.

Q. And the next entry for $3,000 with B next to it?

A. That would appear to be the same thing as we looked at on the first page.

Q. Okay. If you go to the seventh page, the part way down on the page?

A. Uh-huh.

Q. It's your name, David K. Hamilton?

A. Uh-huh.

Q. Again with two entries?

A. Yes.

Q. The first entry shows pay of $2250; was that your regular pay?

A. Yes, it was.

Q. Second entry shows a $3,000 bonus -- or B and what appears to be the same set of numbers that were both for Mr. Galemore and

9504368.32238.

Mr. Small.

A. That is correct.

Q. Did you receive a $3,000 bonus in June of 1984?

A. I would guess I did, yes.

Q. Do you know what the $2,000 A was for?

A. We don't know what the code A stands for. I'm guessing it would be the same as that of a deduction, voluntary deduction column. So I'm sure that I would be repaying the company back for possibly an advance, expense advance or something of that nature.

Q. Did you get a $2,000 expense advance in June 1984?

A. I don't remember if I did or not. If I'm paying it back here, I would imagine I had one at some point in time.

Q. Okay. If we can go back to Exhibit No. 6?

A. Uh-huh.

Q. And we go to the third page. Under general debits in Account [redacted] for June of 1984, they list $9,000; would that be the three bonuses each for $3,000?

A. It shouldn't be. I tell you why,

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because that amount that goes in there should be the net -- that should be the $2,000, not the $3,000 that appears in there. There could be other things in there besides what we've got right here though.

Q. Okay. So that would have been like cash advances then that were made to you, Mr. Small and Mr. Galemore?

A. That could be.

Q. Would be in the general debit column?

A. That should appear in the debit column and this should appear in the credit column.

Q. What do you mean by that?

A. This $2,000 we're referring to, if it's going in this account, it would appear in the credit column over here.

Q. Oh, as the pay back for the debit?

A. Right.

(Whereupon, Hamilton Deposition Exhibit 10 was marked by the reporter for identification.)

Q. (By Ms. Beard) Are you done looking at it?

A. Yes, I am.

Q. This is a two-page document titled

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BSCI, Payroll Entry, and it lists a series of account numbers, then 6/15 salaried and 6/30 salaried and then total?

A. Okay.

Q. And next to Account No. [redacted] under 6/30 it lists the figure of $9,000. Would that be the $9,000 in bonuses here or again was that something different?

A. See, the $3,000 that you're viewing here in the bonus column is a payroll expense.

Q. Okay.

A. Okay. So that would have gone to a 500 series account I would guess. I'm not sure what the 9,000 is.

Q. On this second page of the document, it's kind of hard to read, but down on the bottom lists four people's names and it looks like John Ogden and $343.17, Steve Small, $2,000, Dale Galemore, $2,000 and Dave Hamilton, $2,000?

A. Uh-huh.

Q. Over on the left-hand side there, what would that be?

A. That would appear to coincide with the deductions that we just reviewed in the payroll

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register.

Q. Okay.

A. More than likely those are related. They're in the same period.

(Whereupon, Hamilton Deposition Exhibit 11 was marked by the reporter for identification.)

A. Okay.

Q. (By Ms. Beard) Is this document in your handwriting?

A. It's in the handwriting of our controller, corporate controller.

Q. Which corporate controller?

A. Doris Dettweiler.

Q. And under requested by, it lists the initials DKH and that would be you?

A. That would be me.

Q. It says To D. K. Hamilton. Date needed, 6/14/84. Amount, $2,000?

A. Yes.

Q. And it says Advance, see payroll. Do you remember that, does this refresh your memory of getting cash advance in June of 1984?

A. It appears that I did get one in June of 1984.

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Q. Do you know what you did get the advance for?

A. I would guess to reimburse my checking account for any $2,000 expenditure I may have made during that month.

Q. And what expenditure would you have made during that month?

A. Senator Dole.

Q. So this would be for the Dole for Senate contribution?

A. I would guess it was. I only made one during my tenure at Birdview and this was it.

Q. I'll have this marked as Exhibit 12.

(Whereupon, Hamilton Deposition Exhibit 12 was marked by the reporter for identification.)

Q. (By Ms. Beard) It is a check request. For requested by it has initials DKH; is that you?

A. Yes, it is.

Q. And is this in your handwriting?

A. No, it's not.

Q. It says To Steve Small. Date needed, 6/14/84. Amount, $2,000. Reason for request, advance?

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A. Uh-huh.

Q. Do you have any idea why this check was requested?

A. Well, I don't know for sure. It certainly looks like it might have some relation to another one that was requested then.

Q. So again it may be related to contributions to Senator Dole's campaign?

A. It certainly was -- it looks like it was requested on the same date as the other exhibit.

(Whereupon, Hamilton Deposition Exhibit 13 was marked by the reporter for identification.)

Q. (By Ms. Beard) When you're done looking at it, let me know.

A. Go ahead.

Q. Have you ever seen this document before?

A. It looks like it. It looks like it's my writing, but I can't be sure and I don't remember seeing it, no.

Q. But you did say it looks like your handwriting?

A. Uh-huh.

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MR. BLESSINGTON: Is that a yes or no response?

A. I'm sorry, yes, it does appear. This is a copy. It's very hard to tell, but it does look like it.

Q. (By Ms. Beard) I know it's a poor quality copy. Can you tell me what this appears to be?

A. It looks like it's some bonuses for $3,000 going to Small, it looks like Galemore and myself showing a $2,000 deduction which would have been more than likely in repayment of the advance I received.

Q. Underneath that there was someone else's handwriting and I'm not sure if you recognize that handwriting or not.

A. No, I do not.

Q. And it says 6/30/84 P/R?

A. Payroll.

Q. Okay. Entered as second check. Bonus less $2,000 adjustment, and then it has initials what appear to be "A.M." to me. Do you know who that would be?

A. No, I don't. I'm going to guess it was whoever was doing the payroll at that time.

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Q. Would that be someone who worked for you?

A. Would have been, sure.

Q. And over the $2,000 column, there's two arrows leading to it. One says [redacted] The other one has initials DED or letters DED. Do you know what the DED would stand for, again this is in the other person's handwriting, not yours?

A. I would guess deduct.

Q. Were you reimbursed for your contribution to the Dole for Senate campaign from Birdview Satellite Communications, Incorporated?

A. I'd have to say I was.

Q. Okay. Do you recall talking to Steven Small about his being reimbursed?

A. No, I do not recall it.

Q. Do you recall ever talking to Steven Small about figuring out how much of a bonus would have to be received in order to cover a $2,000 payment?

A. Do I remember that? No, I don't. Would I be surprised if I had discussed that? I wouldn't be at all surprised.

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Q. Okay. I'm going to point out that the amount of the bonus less -- disregarding the deductions of the $3,000 bonus, appears to come to $2,049 after taxes and other government deductions for each person.

A. That is correct.

Q. Which approaches the amount of the contributions at issue for each of the individuals and their spouses. I'll have this marked as No. 14, and take a few moments to look through this.

(Whereupon, Hamilton Deposition Exhibit 14 was marked by the reporter for identification.)

Q. (By Ms. Beard) I'm sorry, some of these are kind of difficult to read.

A. Yeah, they are. Go ahead.

Q. This is a five-page document which consists of copies of check requests all of which -- excuse me, not all of which, most of which are to Charles A. Ross.

If you'll look at the first three pages of this document, the first request on the first page is only one, it's for June 5th, 1984, in the amount of $24,500. On the second page is

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one for 50,000 to Charles A. Ross for June 11th, '84. The bottom of that page is to Bank of Commerce and the reason for the request listed is advance for Bud Ross for June 15th, '84, for $25,000.

A. Okay.

Q. On the third page is one for June 27th and one for June 25th, both to Charles A. Ross. One in the amount of 40,000, one in the amount of 50,000. That's in the month of June, 1984, we're talking about 90, 140, 165, plus another 25, about $190,000 being requested on behalf of Charles A. Ross. Do you have any idea why so much money would be going to Mr. Ross?

A. It would just be a guess if you'd like me to guess.

Q. Yes, if you have some idea.

A. That explains why that number going into [redacted] from the general disbursements was so high. I thought that was a mistake.

Q. You're pointing to this first page of Exhibit No. 6 I believe?

A. Yes.

Q. Do you have a reason -- do you have any idea why so much money would be going to

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Mr. Ross?

A. He was involved -- the only thing I can think of is the Spring Hill. This was not that unusual for him. I mean I realize that going through in the month of Ju-e, that is a lot of money, and he didn't do that every month, but it wasn't that unusual for him at all, for him to come in and ask for a $50,000 check. The only thing that possibly comes to my mind is the Spring Hill property. I believe at that time he was doing that on his own as opposed to the company doing it, and I believe the money came from the same place.

Q. If Mr. Ross came to you and asked you for a request check or came to like --

A. Doris.

Q. If the first one was approved by DWD, in fact most of these are approved by DWD, would you or anyone working for you question Mr. Ross about why he wanted a check?

A. Why he wanted it?

Q. Yes.

A. No, they would not.

Q. So if he asked for whatever amount he asked for, they basically would give him --

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A. Yes, they will. Normally when he asked you for the check, it didn't matter what he was going to use it for, he'd already spent the money anyway. And you'll notice that one of these were made out to the Bank of Commerce. I'm sure that was to cover an overdraft in his personal account. So he made his own decisions in that area.

Q. And so going to the last two pages of this exhibit. On page 4 of the exhibit, there's a $15,000 request and it lists the initials DKH requested by for January 7th, 1985. Would Mr. Ross have told you what that $15,000 was for?

A. No, but more than likely he called me and said, I'm in Chanute and I need a check, and had me call Doris to get him one.

Q. How about down at the bottom, January 12th, 1984, again has requested by initials DKH to Charles Ross in the amount of $5,000. Would you know what that was for?

A. I would guess expense advance. During that time period he was traveling a lot over to Taiwan and Japan. So I'm thinking that may have had something to do with his travel.

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Q. And then going down to the last page of the exhibit and the top one there, it lists the date of December 1st, 1983, to Charles A. Ross, requested by D. Hamilton in the amount of $1,000. Would you know what that was for?

A. No, I would not.

Q. And the one at the bottom of the page is very difficult to read. In fact, I can't make out the year, but it appears to be for $20,000 to Charles A. Ross?

A. I wouldn't have any idea what that was for.

Q. You mentioned earlier that it wasn't unusual for Mr. Ross to take out large amounts of money or ask for large amounts of money from the corporation. Was this all on business directly related to the corporation?

A. As far as I know. He was also very delinquent in turning in expense reports, but we eventually got them. The board of directors was alerted, you know, what the balances were.

MR. BLESSINGTON: Who was the chairman of the board of directors?

THE WITNESS: Bud Ross.

Q. (By Ms. Beard) Would he eventually

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bring in receipts for all these expenses?

A. Or just carry an advance, yes.

(Whereupon, Hamilton Deposition Exhibit 15 was marked by the reporter for identification.)

Q. (By Ms. Beard) This is a two-page document, and when you'e done looking it over, please let me know.

A. You've really got my curiosity up. Please go ahead.

Q. The first item on the first page is Check No. 7722 to Charles A. Ross dated December 22nd, 1983, for $15,000. I notice there's only one signature on the check from Esther Oliver, and you mentioned earlier that checks over $5,000 needed two signatures. Can you explain why this one only had one signature?

A. There was apparently only one check signer available.

Q. So there was only one on the account then?

A. There was -- if banks could watch all that stuff. They don't claim any liability anyway. Go ahead.

Q. Do you have any idea why this check

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was drafted?

A. No, but I like that date 12/22/83. You really have my curiosity up as to what was going on in December '83.

Q. Down at the bottom of that page, Check No. 8480, again it's to Charles Ross for $20,000, dated January 27th, 1984, and there are two signatures on the check, Doris Dettweiler and Charles A. Ross?

A. Uh-huh.

Q. Is it unusual for someone to sign a check made payable to himself like that?

A. He was an authorized check signer.

Q. Was there any policy in not signing checks made out to yourself or anything?

A. No, there was not.

Q. Going up to the second page, the top check is dated 12/21/83 to Charles A. Ross for $20,000. Again with only one signature?

A. Uh-huh.

Q. Do you know what that check would be for?

A. No, I don't.

Q. And down at the bottom of the page on 12/23/83 for $5,000 to Charles A. Ross signed by

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D. K. Hamilton and Doris M. Dettweiler; is that your signature?

A. Yes, it is.

Q. Do you know what the $5,000 check was for?

A. No, I don't.

Q. So then it appears within the 21st, 22nd and 23rd of December, 1983, that Charles Ross had $40,000 worth of checks here?

A. 60 or did I read that wrong?

Q. This is for three days, not counting the January 27th one. $40,000 for checks in the three-day period. Do you have any idea what those checks in that amount of money would have been for?

A. No idea.

(Whereupon, Hamilton Deposition Exhibit 16 was marked by the reporter for identification.)

Q. (By Ms. Beard) Take your time going through this. It's several pages.

A. Okay. Go ahead.

Q. I don't know if you've seen these. Are you familiar with these documents?

A. Yes, I am.

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Q. Do you know who prepared them?

A. Bob Speelman prepared them at my direction.

Q. Who was Bob Speelman?

A He was the corporate controller.

Q. You said he prepared them at your direction?

A. Yes, uh-huh.

Q. Can you tell me the circumstances that led to this.

A. As you noticed Bud had a few-dollar advances running through his account and we were a little concerned about the size of that, and we have SEC reporting requirements as it relates to advances to officers. Also we were -- I don't know what date we did this thing, it looks like '85, '86, but I'm not sure when we prepared it.

Q. It stops June 30th, '85, at least the top page. It says July 31st, '85, on here as the entry.

A. We did this primarily to analyze his account to see where he was at. We had suggested to the board that possibly we have people sign notes for funds that they owe the

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company, that there be interest charges. A lot of this was -- the auditors had kind of nudged us along to get some of these housekeeping things cleaned up, and so that would have been in connection with that which this was prepared.

Q. You mentioned the auditors nudged you along in this area. Were you concerned about the amount of money that Mr. Ross had been taking out of the corporation?

A. Was I concerned?

Q. Uh-huh, yes.

A. I just think as a conscientious individual, I didn't particularly care for it.

Q. I'm going to the third page of the document which is a typed note dated August 1st, 1985. Is this the type of note that you were referring to that you'd have people sign?

A. Yes, it is.

Q. And then $137,500, would be the amount of money which Mr. Ross owed Birdview at this time?

A. It could be. I'd like to point out that's after I left Birdview. I left approximately middle of July '85, but that was the type of note that we were recommending that

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be used.

Q. Is this page familiar to you?

A. No, it's not.

Q. Going on to the last few pages of this document.

A. I was just going to say you might get some of your questions answered as to what Bud was going through the money for if you go through the Lou Follet agreement.

Q. Who is Lou Follet, do you know who he is?

A. No. It's long story and it was before me, but I do know that Bud paid him money on behalf of the corporation, and it was later I believe the board of directors granted or agreed to assume the responsibility or give Bud a credit against his expense advance, but going through documents like this might help explain how he could spend so much money in such a short period of time. Likes to write those checks. Anyway, please go ahead.

Q. Going back to the last two pages of this document, are you familiar with these pages?

A. Yes.

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Q. Could you explain to me what they are?

A. Well, we have an authorized loan amount, permanent travel advance. Is that the page?

Q. This page is fine.

A. Okay. All we were trying to do there, I had mentioned to you that Bud on occasion was very delinquent in turning in expense reports like six months when you do overseas traveling is a bit extensive to my way of thinking. So what we did is we allocated just a permanent advance amount of $30,000.

Q. That's $30,000 a month?

A. No, just as a lump sum advance.

Q. Okay. And then he was authorized to make loans -- it says Authorized loan, $50,000?

A. Apparently the board had authorized a loan to him of $50,000 and then we had a permanent travel advance of 30,000. So I guess that would give you justification for his account balance being around $80,000 at that point in time.

Q. Okay. Going on to the next page of this exhibit; is that page familiar to you?

A. Oh, no, it doesn't ring any bells

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particularly.

Q. The title on the page is Ross - Birdview, Cash Advance Account. There's a column with dates, column Birdview owes Ross and column R..s owes Birdview?

A. Uh-huh.

Q. It starts on March 31st, 1984, with Birdview owes Ross $83,846 and goes from there. Do any of these numbers and the amounts mean anything to you as to what they might be for?

A. Other than the fact this was probably put together as a result of I believe it was during March of '84 Bud loaned the company a fairly substantial amount of money and I think he just wanted to have that reflected. It was in excess of the 83,000 that's shown on this piece of paper, but all that would tell me is he probably took the advance back again before the end of the month.

Q. Okay.

A. So that's just to show that it goes on both sides. I mean he did take some large advances, but he also made some large advances to the company. I believe that was the purpose of this.

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Q. And then the last page of this document is a bar graph and it has Ross - Birdview, Cash Advance Account. Are you familiar with this document?

A. No, I'm not.

Q. Do you want to take a second look at it?

A. Go ahead.

Q. Again, half of it says Birdview owes Ross, the other half says Ross owes Birdview and has dates and dollar amounts. Are you familiar with of what any of these dollar amounts might be?

A. I'm sure it's all related to the things we've already discussed, but I have not seen this document before. So I'm assuming that someone did that for him.

MR. BLESSINGTON: I'd like to ask a couple questions if I might.

THE WITNESS: Sure.

EXAMINATION

BY MR. BLESSINGTON:

Q. Did you ever discuss the propriety of the advances made to Bud Ross with anyone?

A. Well, we had some discussions, and we

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being primarily the executive vice-president and myself.

Q. And that would be?

A. Bob Owens and myself. We talked them over on occasion with our attorney and with the auditors, yes, that it didn't sit easy, particularly when we were not necessarily in the best of financial shape cash flow wise to be putting out advances, but at any rate, we did make efforts to pass it upstairs to the board of directors and there was some discussion and action taken finally.

Q. Were you satisfied with the sufficiency of documentation that Mr. Ross would ultimately provide to establish what the expenses were?

A. Yes, uh-huh.

Q. Were you ever concerned that some of this money was going for personal rather than business purposes?

A. No, to tell you the truth, I really didn't know where it was going. We usually would find out a year later what the money was used for such as documentation that we just looked at here to find out that Lou Follet, or

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whatever his name was, had been paid hundred thousand dollars out of Bud's personal account.

Q. Let's follow up on that. Sometimes you wouldn't know for a year or so, were you concerned that this was no' money that was being spent on behalf of the business?

A. No, I can't say that I ever had that concern.

Q. So you always made the assumption that this was always legitimate expense on the part of Mr. Ross?

A. Expense, uh-huh.

Q. When I say legitimate expense, Birdview expense, legal expense?

A. I --

Q. When I say legal, I mean lawful.

A. It's my position and it was my position there to question funds going out of the firm, out of the company. My position to bring it to other people's attention, but when the chairman of the board and the CEO ask for a check for $50,000, it is not my position to make sure that those funds are going for the company's purpose, and therefore -- and of course with him too, you had to tread very

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lightly on that subject matter, but yes, I was not in agreement with the way things were handled surrounding those advances of loans, and the best I could do was just pass it upstairs to the executive VP and to the board of directors that, you know, that in fact cash dollars were being taken out of the company. They could be going for company purpose. They could not. They may not be. It was not my position to call that shot.

Q. As a professional were you concerned?

A. Yes.

Q. Were you concerned that they may not have been going for legitimate expenses?

A. No, I just was concerned that the funds were leaving the company.

Q. Wouldn't that be the purview of your responsibility as well to make certain that the money that goes to individuals in the company was going to business purposes?

A. If the board of directors authorizes me to give you a $50,000 advance for whatever reason, I assume it's within their purview to do that. It's their responsibility at that point, and if they direct me to do that, they are my

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boss, and that was the way I viewed that.

Q. Let me go on to something else.

A. Okay. Those are hard questions and I appreciate where you're coming from and in hindsight, you know, I can look back and I can say Okay, it did go for company purposes. We did buy the Spring Hill properties. We did all the other things that he spent the funds on, but at any rate.

Q. Yeah, if you found out, for instance, that they weren't going for personal -- if they were not going for business purposes, would you feel any responsibility as a professional in the finance area?

A. All that is is a loan at that point. If the board wants to authorize a loan to an officer of the company to put a downpayment on his home or to buy his home, that's their prerogative to do so as long as we charge interest on it.

Q. But as I understand it, these were not all -- these advances were not authorized in advance, if you will, by the board, were they?

A. I will agree with that, that's correct.

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Q. And if it were anybody other than Bud Ross, would you have been --

A. It wouldn't have happened.

Q. -- more likely to question?

A. More likely to question? It wouldn't have happened. When the chairman of the board and the CEO comes in and says, Pal, this is the way it is. I can sign the check myself or you can run it through your department, either way you want to do it, it's out of my hands at that point.

Q. Okay. Now you've looked at a number of documents here and I questioned you earlier and Susan questioned you a little bit about Code [redacted]

A. Uh-huh.

Q. And you indicated that without what, a code --

A. Chart of accounts.

Q. Chart of accounts that you couldn't say for certain, but having looked at the various documents and the check requests and the various ledgers and all, are you feeling satisfied that it was an advance account for employees?

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A. Yes, I am.

Q. Now we know that Roger Mason received $1,000 in December of '83. Robert Owens received $2,000 in 1983, December of 1983 and Stan Ross received $2,000 in 1983 Now you suggested early on that that might have been for a Christmas party. Subsequently you said that you really weren't sure about that at all particularly when you saw Stan Ross' --

A. When his said travel advance, that's correct.

Q. Are you aware that Roger Mason approximately the week before he received that $1,000 advance made a $1,000 contribution to the Senator Dole campaign?

A. No, I was not.

Q. Are you aware that at approximately the same time Bob Owens and his wife Betty Owens each made $1,000 contributions to the Dole for Senate committee?

A. No, I'm not.

Q. And are you aware that, again the same time frame, Stan Ross and his then fiancee Merett each made $1,000 contributions for Dole -- to the Dole for Senate campaign?

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A. No, I was not aware of that.

Q. Would it surprise you very much if these were reimbursements for having made those contributions to the Dole for Senate campaign?

A. I can't say that it would surprise me that much. The thing that would surprise me the most would be that I didn't know about it. I had just started with the company two months prior to that. During that short time period, I had a pretty good handle on everything that was going on, and I'm just surprised I didn't know about it.

Q. Well, the three check requests, for instance the one to Mason, the one to Owens and the one to Ross were all requested by you?

A. At my direction.

Q. At your direction?

A. That's correct.

Q. Would somebody have told you to request it? I mean you are the requester at that point. You didn't have to request it, somebody else could have.

A. I'm sure somebody -- sure. At that time we didn't have any cash. We didn't have any shipments for three months. So it would

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have taken an act of congress, so to speak, to get cash out unless your name was Bud Ross.

Q. Was it likely that it was Bud Ross that told you to authorize these payments?

A. Could have. I don't remember.

Q. Well, who else could have done it? You said it was very difficult at the time to spring for any money?

A. It could have been Bud.

Q. You were vice-president of finance?

A. Uh-huh.

Q. I know your predecessor, Ed Hackerott, was still there at the time, was he not?

A. Yes, he was.

Q. Would he have told you to do something like that?

A. He could have asked. It could have been Bud or Ed I suppose.

Q. Could it have been Bob Owens?

A. It could have been Bob Owens.

Q. You don't recall at all?

A. Not at all. Not at all.

Q. Even though you just testified how difficult it was to get money at that time?

A. That's right. That's absolutely

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correct. Anybody could come in and ask -- when I say anybody, I'm speaking officers of the company now. They could come in and ask and make a special plea bargain, you know, and we might be able to pull a penny or two out some place and cut a check for something.

Q. Well, wouldn't you want to know what that was for before you made that kind of request?

A. Well, expense advances by their nature were not unusual for an advance for a trip, for a Christmas party, for whatever the advance was, I'm sure I was told what the heck the advance was for.

Q. Do you recall ever having had advances for Christmas parties before?

A. Oh, sure. We spent a lot of money.

Q. And would it be in that amount?

A. Yeah, we'd spend $15,000, $20,000 on Christmas parties.

Q. Well, would you expend it on $1,000 to one person, $2,000 to another person?

A. Could be.

Q. Is that the way you would get the money to the vendors that would presumably run

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the party?

A. There would be deposits that had to go down on halls, turkeys, you'd have to have deposits down there, and it wouldn't be unusual for the employee to put the money down and come in and get the money.

Q. But these were reimbursements, they weren't advances?

A. Yeah.

Q. But these were for turkeys, food?

A. I wasn't aware that there were contributions being made at that point and it certainly smells a little bit after you bring that up.

Q. Would it be very unlikely for individuals to get $2,000 cash to walk around with to buy supplies for a Christmas party?

A. No, no. You wouldn't just get $2,000 cash.

Q. Would you get a check?

A. But you would get -- it wouldn't be unusual at all to get a check for that, and a couple thousand dollars absolutely wouldn't be unusual at all for that.

Q. So in a situation like that, the

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person that got the $2,000, let's say for the Christmas party, would go make arrangements with the local liquor store or something like that?

A. Sure.

Q. And then pay cash to the liquor store?

A. Or write a personal check and get a receipt and bring it in.

Q. Or write a personal check?

A. Sure.

Q. But knowing what you do now, do you think it was very likely that Bob Owens or Roger Mason had received that money in December of 1983 for a Christmas party?

A. I would have to say that I'm not any more sure about a Christmas party than I am on anything else on those checks as to what they're for. I was just trying -- I was just trying when I write down something like a special advance and I see the dates and the see the timing that I'm thinking in my mind what happens at that time of year, and I know we always put on a big bash, but I'm not even more certain that it would be for a Christmas party than I am they got reimbursed for political contributions.

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Q. Inasmuch as you have indicated that you were reimbursed, in all likelihood Samll and Galemore, do you think these were reimbursements as well?

A. I really can't answer that. I had been on board there two months at that time and I had never heard of political contribution requests prior to the time I was asked to donate nor did I hear of it after. So I can't really say that.

Q. When did you first hear --

A. It certainly seems likes the amounts were very similar, and if there were donations made at that point in time, I would almost . . .

Q. And the difference between those three that we're talking about in December of '83 were apparently an advance amount, so they weren't in payroll?

A. Yes.

Q. And the reimbursements that you and Small and Galemore received was just simply the form --

A. That's correct.

Q. If they received $2,000 reimbursements in December of 1983 in the form of advance

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payments, then there would arguably, arguably be no tax liability; is that correct?

A. If it never hit the W-2, that's correct.

Q. Why don't we just break for one minute.

(Whereupon, a discussion was held off the record.)

Q. (By Mr. Blessington) Since the last time we talked to you which was on March 28th of this year, have you discussed your deposition with anyone?

A. No, I have not.

Q. Did you discuss it with Robert Owens?

A. With my wife I discussed it.

Q. Robert Owens?

A. No, huh-uh.

Q. About the fact that you were being deposed or anything?

A. He knew I was coming down and I also knew he was coming down at some point in time in the past.

Q. But that was about it?

A. Yes, uh-huh.

Q. You mentioned earlier when we were

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discussing the last exhibit that's Exhibit No. 16 which is the one that starts off C. A. Ross 1985-'86 --

A. Here it is.

Q. -- that this was prepared around the time that you left employment in Birdview. Was this somehow related to the fact that you left Birdview at this time?

A. No, it was not.

Q. The amount of money that Mr. Ross may have owed the company was not a factor that you considered in the fact that you were let go by Birdview?

A. Very good way to put it. Not one that I considered, no.

MS. BEARD: I'm going to continue the deposition even though I don't think we'll be talking to you again. As I mentioned to you off the record, we had a slight discussion, we do not have a mileage and witness fee check prepared so we'll be mailing one to you, and I'm going to remind you that this deposition is being conducted pursuant to U.S. 2, Section 437g which requires that all matters involved in the investigation by the commission remain

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confidential, and we'll continue the deposition. According to commission regulations you have the right to read your deposition and sign it or you can waive that right. If you read it, if you want to make any changes to it, you may, but you should explain any changes that you do make to the responses. Do you want to exercise your right or do you want to waive it?

THE WITNESS: I'd like to have a copy.

MS. BEARD: Okay. So a copy will be sent to you so you can sign it and follow the directions and send it in.

(Whereupon, Hamilton Deposition Exhibit 1 was marked by the reporter for identification.)

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_____

DAVID HAMILTON

Subscribed and Sworn to before me this _____ day of _____, 1988.

_____

Notary Public

County of _____

State of _____

C E R T I F I C A T E

I, JANENE M. HILL, a Notary Public of Lafayette County, Missouri, do hereby certify:

That prior to being examined the witness, was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this _____ day of _____, 1988.

_____

JANENE M. HILL, CSR
Notary Public Lafayette County
State of Missouri

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TRANSCRIPT OF PROCEEDINGS

FEDERAL ELECTION COMMISSION

- - - - - - - - - - - - - - - - - - -x

IN RE:

MATTER UNDER REVIEW

NUMBER 2582

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FEDERAL ELECTION COMMISSION
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DEPOSITION OF DALE A. GALEMORE

Kansas City, Missouri

Tuesday, March 29, 1988

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF DALE A. GALEMORE, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 29th day of March, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

JANENE M. HILL, C.S.R.,

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 East Street, N.W., Washington, D.C. 20463.

Appearing for the Respondent was MR. RANDALL D. CRAWFORD of KOELLING & CRAWFORD, P.C., Suite 202, 5950 North Oak Trafficway, Kansas City, Missouri 64118.

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DALE A. GALEMORE,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MR. BLESSINGTON:

Q. Can you state your full name.

A. Dale A. Galemore.

Q. And you have a right to be represented by counsel, are you?

A. Yes.

Q. And could you state his name?

A. Randall Crawford.

Q. My name is Daniel J. Blessington, and I'm representing the commission here today along with Susan Beard. This deposition is being taken pursuant to a Federal Election Commission subpoena issued in connection with an investigation under Section 437g of Title 2 of the United States Code.

The statute provides that the confidentiality of this investigation must be maintained until the commission closes its file. The investigation is designated as Matter Under Review 2582.

Now, the questions I'll be asking are

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to elicit information involved in the commission's investigation of violations of the Federal Election Campaign Act of 1971 as amended. They will not necessarily be limited to your involvement but will include requests for information regarding other persons.

Please treat this proceeding as if you were in a court of law in front a judge and jury and remember that you're under oath.

Can you give me your address?

A. Current address?

Q. Yes.

A. 1613 Frontier Lane, Olathe, Kansas.

Q. And what is your telephone number?

A. [redacted]

Q. And what is your marital status?

A. Married, happily.

Q. Could you give me the name of your spouse?

A. Yes, her full name is Cynthia and she goes by Cindy.

Q. And her last name?

A. Is Galemore, I'm sorry.

Q. And how long have you been married?

A. It will be 11 years in July.

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Q. What is your current occupation?

A. I'm a materials manager for P.P.G. Biomedical Systems.

Q. Where is that?

A. It's located in Lenexa, Kansas.

Q. What is involved in that?

A. Materials management?

Q. Yeah.

A. I'm responsible for the procurement of components to a time schedule, to bring the components into the factory to make sure that they go into the inventory and are released in a timely manner through production and then into the finished goods and then back to the end customer. Quick scenario.

Q. What is your educational background?

A. I have a two-year degree in music from Johnson -- excuse me, from Neosho County Community College.

Q. And that's the highest?

A. Yes, uh-huh.

Q. Have you done anything to prepare for the deposition today?

A. Just thoughts.

Q. Just thoughts? Did you discuss it

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with anyone?

A. Just my wife. We've talked about it.

Q. Have you ever worked for Birdview Satellite Communications?

A. Yes, sir.

Q. Can you tell me the dates of your employment?

A. Let's see, I started employment approximately March 18, 1983, and I left the company in September of '86 I believe it was.

Q. How did you come to work for Birdview?

A. Birdview? I worked for a company called Legend, and the person I knew there was Keith Pierce, and he went to work for Birdview probably three months prior to my coming on board.

One evening he called and said that he had an opening for a component specialist and wanted to know if I would be interested, and I said I'd definitely be interested because Birdview was the up and coming company at that time, and so I interviewed with Keith and Steve Phillips at that time and was hired by Steve Phillips later on.

Q. What is a component specialist?

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A. Basically what we do there is we take the engineering specifications that the engineer is working on in the design of products and search for vendors who can meet those specifications and get multiple vendors for purchasing to buy those and for engineering to evaluate.

Q. This is pretty much the same job you're doing at the previous company?

A. It's a foundation. It's the best place to start, yes, it is.

Q. Now you said you left Birdview in roughly September of 1986?

A. Yes, sir.

Q. Why did you leave?

A. The scrambling had been so detrimental to our industry that I was so tired of having to lay off good people and close friends and associates that had helped build the company, I was concerned about my own future with the company, and I could not leave work at work, and so I finally determined that it was best to make a change before the company completely folded and I was out in the cold, so to speak.

Q. So you actually left before you got

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another job?

A. No, no. I hunted for another job, and yes, then I moved.

Q. Now during the course of your employment, I'm interested in knowing what positions you held. When you first got there you were a component --

A. Specialist.

Q. -- specialist. Did you have any -- who was your supervisor?

A. Keith Pierce.

Q. Keith Pierce. And what was his position?

A. He was the mechanical engineering manager I believe. He was the manager of the engineering drafting area.

Q. And who was his supervisor?

A. Steve Phillips.

Q. And Steve Phillips' position was what?

A. Director of engineering or something like that. I don't remember his specific title when I started there but he was over the design, R & D.

Q. Did you have any people you supervised at that point?

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A. At that point, no, sir.

Q. Did you have other people in the same --

A. Capacity?

Q. -- capacity as yourself?

A. No, I was the only one at that time.

Q. Now, how long did you have that job?

A. Let's see, I was there in that position for about, I think it was three or four months, and then there was a need for additional buyers to buy for the old product that we were finishing up while the new -- the purchasing department was working on buys for the new product that we were getting ready to introduce in '84 or, excuse me, '83. That was the end of '83.

So, I was asked to be one of those individuals that worked on buying the product for the old model, and -- because of my past history experience in purchasing and knowing about the product like I did from the engineering standpoint, and so I moved into that environment, and that lasted through the summer, I think it was, and towards September, something in that time frame.

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Q. Who was your supervisor during that time?

A. That time I was working under the direction of Debbie Duey. She was over the purchasing department. So she had responsibilities for both areas.

Q. Was Steve Phillips the head of this area as well?

A. No, no. No, I was transferred -- or I don't know whether it was formal or not, but we were all moved over to another building and we set up shop there and started placing orders and expediting parts and getting material in.

Q. What was your next position at Birdview?

A. Well, let's see, the next position was then I moved into the buyer position because after completing that special task, they saw my capabilities in that area and they realized that I could be an asset to them in the purchasing department.

So I made a lateral move. They gave me a nice bonus or raise, I guess I should say, and moved me from component specialist to a buyer with a nice salary increase.

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Q. When you were a buyer, who were your coworkers?

A. Let's see, a lady named Dixie Davis, a man named Doug Meyer, another guy named Tom -- I can't think of his last name because he did leave the company shortly after I got into the purchasing department, another girl named Mary Ann Edmonds, I think was in that room, and myself, yes.

Q. What was a typical workday like during that period of time?

A. It was very fast pace. We were a company that was growing at an extremely high rate. It was exciting, it was fun, it was a challenge. There was a lot to be learned. It was a neat experience for a small town guy like me to be involved with a company that was growing as fast as that one was.

Q. Was there some camaraderie?

A. Oh, yes, yes, definitely a teamwork-type environment.

Q. Did you have any people that you supervised at that point?

A. No, sir. No, I was the same level.

Q. I'm going to have the court reporter

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mark this exhibit. It's selected pages from some materials you already sent in to us --

A. Okay.

Q. -- and ask you some questions about them.

A. Okay.

(Whereupon, D. Galemore Deposition Exhibit 1 was marked by the reporter for identification.)

Q. (By Mr. Blessington) As you can see, the exhibit consists of four pages of copies of pay stubs.

MR. CRAWFORD: Do we have it marked yet so we can refer to it?

MR. BLESSINGTON: Yes.

Q. (By Mr. Blessington) Now, I'm going to ask you, Mr. Galemore, to take a look now at the second copy on the first page. I think that probably reads a little bit better than the first one. It indicates there that your earnings were [redacted] a month; is that correct?

A. Uh-huh.

Q. Or, excuse me, a pay period?

A. Yeah, yeah.

Q. It was a twice monthly pay?

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A. Yes.

Q. Excuse me for that. It indicates also that you were in Department 070. 070 would have been when you were a component specialist; is that fair to say?

A. I have no idea.

Q. You're not sure what that means?

A. Yeah. No, I don't know the coding.

Q. Okay.

A. The time frame.

Q. The time frame would be when you were a component specialist?

A. Yeah.

Q. And at that period you were making approximately [redacted] a year?

A. Uh-huh.

Q. Is that roughly what you made?

A. Yes.

Q. And taking a look at your net pay, it was roughly I guess [redacted] net?

A. Uh-huh.

Q. And that continued until I believe September of 1983, on the next page, it appears that you received a raise. You described to me that they made you a buyer apparently at that

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point?

A. Yes, sir.

Q. At least officially a buyer because apparently you were one before then?

A. Yes. I was doing the work, not getting paid for it.

Q. So at that point, you were making 1250 per pay period and that was roughly [redacted] per year gross, somewhere in the area between [redacted] net. Were you happy with this increase?

A. Extremely, yes, extremely happy.

Q. Did you consider it a substantial increase?

A. Substantial? yes. I thought it was very generous, very generous.

Q. Now, again, your supervisor at this period of time when you received this promotion and raise was?

A. There was two sections of that that I have to work with because one -- it's not clear to me, as I remember, whether or not I was still reporting to Debbie Duey or Steve Phillips, but Steve Phillips was the man that I talked to at that point that gave me the information that I

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was well liked in what I'd done and said, Here is your promotion, and since I was leaving the engineering department, he was the appropriate person to tell me that I was being asked to be transferred to the purchasing department.

Q. So effectively you had been detailed to this other job prior to this time?

A. Oh, yeah, yeah.

Q. But Steve Phillips still told you you were receiving a promotion?

A. And transferring me out of engineering, which was a little depressing at that time, and the money made it nice because I wasn't really wanting to leave the engineering department.

Q. Okay. At this point you were in Department 055, that presumably was the buyer designation?

A. Yeah.

Q. On the next page there are copies of three payroll stubs, and the second one down indicates that you received a bonus in the amount of $280 and the pay period is 10/31/83. Do you recall what that was for?

A. No, I don't. I honestly don't. I

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don't know.

Q. You have no idea?

A. Huh-uh, I don't know.

Q. Is that because you thought $280 is insignificant?

A. Not insignificant, no. It's just not something that I remember exactly what it was for.

Q. But do you remember getting it?

A. Oh, yes, definitely remember getting it.

Q. Do you recall if you were given any kind of a commendation?

A. Huh-uh. I'm sorry.

Q. No recollection whatsoever?

A. Huh-uh, I sure don't, I'm sorry.

Q. Okay. On the fourth page, the third copy down, it's a fairly poor copy there, it appears that you received a $3,000 bonus for the pay period ending 6/29/84, and there is also an indication that there was a deduction of $2,000 with marking Capital A next to it. Can you explain that designation to me?

A. Okay. I assume it to mean advance, is what I assume it means, and as I recollect, the

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time period that this happened, it was in lieu of, if I may -- the donation was in the same period of time that we made it, and the night that I made it or the evening that I made the donation, I wrote the check out, and I made the comment to my then supervisor Roger Mason that -- should I -- I guess I probably should start at the beginning of that because this is what this is all relating to, right? I think I should explain that story.

MR. CRAWFORD: Just go ahead like you were. Continue.

A. Anyway, I made the indication -- I knew this bonus was coming. It was part of my thought process in making the decision along with my wife to donate to the Dole campaign, and I made the comment, I said, Well, it sure would be nice if I could get that bonus, and I think Roger's indication was that he was going to be -- he said to me, he said, Well, you'll get it by the end of June, but, he said, I'll see if I can get it for you sooner.

Q. (By Mr. Blessington) So, you received a bonus of $3,000 for the period ending 6/29/84 but prior to that time you had received a $2,000

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advance?

A. Ask the question again.

MR. BLESSINGTON: Could you please read it back.

(Whereupon, the pending question was read by the reporter as requested.)

A. Yes.

Q. (By Mr. Blessington) Mr. Galemore, do you know a Robert Summerville?

A. I know the name, and the face I vaguely remember.

Q. So you don't know him real well?

A. No, sir.

Q. Do you know where he lives?

A. Do I -- no, I do not know where he lives.

Q. Do you know a Wanda Bowman?

A. Yes, yes.

Q. In what capacity did you know Ms. Bowman?

A. As I remember her, she was Bud Ross' secretary I think.

Q. Did you ever talk to her?

A. Very little.

Q. Very little?

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A. Very little.

Q. Do you know where she lives?

A. No, sir.

Q. Do you know Charles A. "Bud" Ross?

A. Yes, sir.

Q. Do you happen to know his address?

A. No, sir, I sure don't.

Q. Mr. Galemore, have you ever volunteered in a political campaign?

A. Have I ever volunteered in a political campaign? Whether it be my vote or financially, which are you asking?

Q. I'm asking whether you actively participated in politics.

A. In politics, only in the time period of the scrambling issue did I become an activist I guess or a positive fellow in politics.

Q. And you're defining activist in this respect to making a contribution?

A. Voting and encouraging other people to support the Dole campaign.

Q. Who did you encourage to support the Dole campaign?

A. Probably my associates in the buying area there.

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Q. So it's your statement that the -- or is it your position that the only contribution you ever made to a political campaign was to the senate campaign of Senator Dole?

A. Yes, sir.

Q. I'm going to have the reporter mark another exhibit, again something that was submitted by yourself.

(Whereupon, D. Galemore Deposition Exhibit 2 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Mr. Galemore, I'm going to ask you to identify this for the record.

A. This is a check that I've written to the Dole for Senate campaign.

MR. CRAWFORD: A copy.

A. Yeah, I'm sorry, a copy of.

Q. (By Mr. Blessington) Okay. And in what amount?

A. For the amount of $1,000.

Q. And you wrote it on what day?

A. On 6/11, 1984.

Q. How did you come to contribute to the Dole for Senate campaign?

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A. It was in -- the first aspect of even thinking about becoming involved in it was in a discussion I had with my manager at the time, Roger Mason, and he had -- we were talking about the scrambling issue and how it affected the satellite industry and what we could do about it, and one of his comments to me was that Bob Dole was supporting the satellite industry and it was important that we see that -- we being the satellite industry, me as an individual -- see Bob Dole reelected to the senate so he would help the satellite industry and vote against scrambling.

Q. When did Roger Mason become your manager?

A. Let's see, it was sometime during the period after I'd went into the purchasing department. Later he was transferred in as I believe the vice-president over purchasing, and that was probably, guessing, somewhere around April or May time frame, something like that.

Q. Did you tend to talk to Mr. Mason on a daily basis?

A. Not very much. I worked very closely with him and he was also part of that special

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group of buying back in the first part or when I was transferred out of the components into that special buying, he was in there.

Q. Was he the same level as yourself?

A. Same level.

Q. At the same level of employee?

A. No, he was a manager of some sort at that time, but he was working in that area to procure parts also.

Q. Is that where you first met him?

A. Yeah, that's my first exposure to Roger, uh-huh.

Q. So sometime after you were formally transferred into this buying area --

A. Uh-huh.

Q. -- he became your manager?

A. Uh-huh.

Q. And you recall it was within a couple of months after your formal transfer?

A. Yeah, it's pretty difficult for me to remember exactly when, but it was sometime within that -- well, I was transferred I believe in September and I think it was the first part of 1984 when he actually was put into the purchasing department.

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Q. I see. And you said you worked closely with him. What would that working relationship involve?

A. Well, he was buying hardware and I was buying hardware. So we would talk back and forth on what part shortages we may have, or if he couldn't get something, maybe I would have some ideas where we could get it and that type of thing.

Q. And he was your direct supervisor?

A. When, at which time?

Q. During the period of, I don't know, winter of '84.

A. Winter of '84? I can't -- I mean there was a period in the winter of '84 -- you have to get more precise.

Q. Well, when did he become your manager?

A. When did Roger become my manager? I'm thinking it's in April. Not my direct manager because I still worked for Debbie Duey who he was the next level higher than that.

Q. So Debbie Duey was still your direct supervisor?

A. Yeah.

Q. And Roger Mason was one step above

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her?

A. Yes.

MR. CRAWFORD: For the record, do we have any time frame pinned down on this? We keep flipping back and forth. I don't know if we pinned it down to a month.

MR. BLESSINGTON: Well, I'm interested in finding out, frankly, throughout the inception of his employment through the time that he made the contribution.

MR. CRAWFORD: Okay. But I just want it to be clear on the record when we're talking about who his manager is that we at least have some period of reference in there. I'm not sure if we do yet or not.

MR. BLESSINGTON: That's what I'm trying to pin down actually.

MR. CRAWFORD: I don't think he knows.

A. I worked for a lot of people.

Q. (By Mr. Blessington) All right. So Roger Mason in 1984 was your manager?

A. At one time, yes.

Q. At one time?

A. Yes.

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Q. And you can't remember what time that was?

A. Well, it was in the -- starting around the April time frame and I think through like July or August, somewhere in that particular time frame.

Q. And during that period of time that he was your manager, how often did you speak to him on a weekly basis?

A. That's a tough question.

Q. Approximately?

A. On a weekly basis, I'd say a good average is 10 times a week.

Q. And what were the nature of the conversations?

A. Specifically related to either I would say parts shortages and/or cash flow requirements or certain part shortages.

Q. Were they generally relatively brief conversations?

A. Most cases.

Q. Did you ever discuss philosophy with him?

A. Philosophy? What kind of philosophy?

Q. Any kind of philosophy.

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A. Not many, not that I can recall anyway.

Q. Were you friends?

A. Yeah, I felt like we were friends. I felt like, yeah, I could consider him a friend, but I respected him as my supervisor and manager.

Q. Did you talk about things other than parts shortages and specific work-related items?

A. I'm sure we did, but I mean, no specific topics that just jump right out at me.

Q. Was it common to discuss other than work issues with him?

A. No, because work kept us quite busy, and Roger was not really always a real communicative-type person. He didn't always carry on and talk about his family life or things that he's done or places he's been or whatever. He just wasn't that type of guy.

Q. Well, you said ultimately that you did end up discussing the Dole campaign with him. Can you pinpoint precisely when he first approached you about Senator Dole?

A. Yes, I can. It essentially started, as I remember, it was the first of June. It was

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in lieu of this bonus that I was going to receive. He said to me that I had been doing a good job and they appreciated the accomplishments and efforts that I had given the company and that I would be receiving a bonus for that, and during that conversation, you know, I thanked him. I was excited about that.

I said -- in the conversation scrambling of course came up as an issue of topic, which not only did we -- in my affidavit I mentioned that the employees talked about it, but there was very rarely an occasion where a vendor from the outside would not come in and say, What's the latest on the scrambling issue, and so we were always being asked how it was going to affect your company.

Q. It was not uncommon you would talk about scrambling?

A. Oh, absolutely not, especially for me. Anyway, during that conversation we discussed, you know, what was Birdview doing to help or to keep from -- keep people from -- the government or whatever from scrambling or companies from scrambling their signals, and there weren't really a lot of options.

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It was something -- I know from the cable end of it, the cable was using their political muscle to do all they could, and of course, at that time was when Roger mentioned to me about or recommended that I should vote for Dole because Dole --

Q. During the conversation?

A. Right, right, and also if I could financially support Dole that that would be good too.

Q. That that would be good?

A. Yes, that would be good.

Q. How long did this conversation take?

A. I'd say maybe 20 minutes at most.

Q. And where was it held?

A. It was at the office.

Q. Where?

A. In Chanute at 915 West Cherry I believe it was. I think it was in his office.

Q. You believe it was in his office?

A. Yeah.

Q. And there were just the two of you present?

A. Yes.

Q. So it's your testimony that he first

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approached you and told you you were doing a good job and you'd be getting a bonus?

A. For doing that job, yes, sir.

Q. Doing that job, and then there was another part of the conversation, and was that unrelated to the first?

A. Another part?

Q. Did you have a sense that these were two totally separate subjects?

A. I believe so. I believe so.

Q. Did he tell you how much money you were going to get as a bonus?

A. Uh-huh, $3,000.

Q. And did he tell you that prior to asking you to contribute to the --

A. As I remember, he said -- yes.

Q. As you remember?

A. Uh-huh.

Q. How good is your memory on that?

A. As good as it can be, I guess.

Q. How strongly do you feel that? I mean do you recall it?

A. Ask me the question one more time so I can make sure I get this right.

Q. Okay.

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A. The bonus amount.

Q. The bonus amount?

A. Yes, yes.

Q. Did you have the sense that Mr. Mason expected you to contribute $1,000 and to have your wife contribute $1,000 to the Dole campaign?

A. The conversation, if I may continue on that?

Q. Go ahead.

A. He said -- I asked him, when he asked me about making a political contribution, my comment was, Well, why don't Birdview make the contribution, because Birdview being a big company, I figured they could, of course, afford it better than I, and his comment was Birdview had already given all they could give as a corporation and that they were encouraging their employees and other people involved or interested in the industry to also contribute and support the Dole campaign, and my question to him was, Well, what can I do?

I mean I didn't know even how much I could contribute, and that's when he told me that I could give $1,000 and my wife could give

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up to $1,000, and that was the first I really knew what I could do, because I did not keep up on the FEC laws or regulations on donations.

Q. So your question to him about how much you could contribute was how much you could legally contribute?

A. Yes, sir.

Q. Under Federal Election laws presumably?

A. Right, right.

Q. Had you not received the bonus would you have made the contribution to the Dole campaign?

A. I thought about that a lot. I think the amount is questionable of how much we would, but the time that we were faced with and the job security that I was looking for, and what was good for the satellite industry at that time, I felt like was good for me, so I feel like, yeah, I would have made some sort, but it's impossible to go back and say exactly how much.

Q. I'm not going to ask you to speculate as to exactly how much. Can you give me a range of what you might have been able to afford but for that bonus?

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A. We could have afforded the full amount. Yes, I had a money market of about $3400 available that I could have easily donated the 2,000.

Q. You could have liquidated a $3400 money market account?

A. Yes, sir. Yes, sir, but I would have had to thought about it.

Q. Did you have a savings account at that time?

A. That was a savings.

Q. That was your savings account?

A. Yes, sir.

Q. Did you have any other assets that were fairly liquid at that time?

A. Yeah, I had a checking account I think I had about 1300 in. I think I had a savings account in another credit union that maybe had $500 to $1,000 in it also, somewhere in there.

Q. So altogether you had roughly how much money in liquid assets?

A. About 5,000, something like that.

Q. About 5,000. Was your wife working at this time?

A. Yes, she was working part time.

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Q. How much were you able to put away in savings during this period?

A. That's the $3400, is what we'd been working on. We were anticipating buying a home.

Q. So you were saving up for buying a house?

A. Yeah, yeah. As I remember that, I was taking all of her paycheck at that time and putting it into savings and living off my salary because our expenses were not that great in Chanute.

Q. So is it fair to say that it's kind of doubtful that you would have come up with a $2,000 contribution between yourself and your wife?

MR. CRAWFORD: I'm going to object to that. I think you've already asked the question as the amount he would have donated and he's answered he does not know the amount he would have donated. So I don't want you to say "is it fair to say," and I'm going to instruct him not to answer.

MR. BLESSINGTON: Are you instructing him not to answer?

MR. CRAWFORD: Go ahead. I think

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it's been asked and answered.

MR. BLESSINGTON: You can object all you want, but I'm going to ask what I think I need to ask.

MR. CRAWFORD: I think it has been asked and answered.

MR. BLESSINGTON: I think you know what I'm trying to get at here.

MR. CRAWFORD: Yeah, I do. I want him to testify and not you put words in his mouth.

MR. BLESSINGTON: That's fine, and I think you're letting the record reflect your feeling about that, but I'm going to give it another try.

Q. (By Mr. Blessington) Is it fair to say that but for the bonus that you received from Birdview that you would not have made a $2,000 contribution to the Dole campaign?

A. I would not say that is a fair assumption.

Q. You don't think it's a fair assumption?

A. (Witness shakes head.)

Q. You just told me that you were saving

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up to buy a house. You had $3400 in that account?

A. Right.

Q. In order to purchase a house?

A. Uh-huh.

Q. And you were going to -- you would have possibly given away $2,000 of that?

A. Yes, sir. The rationale at that time is if my job goes away because of scrambling, what good is a house going to do for me? I'm looking more long range, not short range.

Q. And you saw that political contribution as being that related to the scrambling issue?

A. I was looking for any avenue that might help us there. I'm not going to be so naive to think that my $2,000 was going to change the way Bob Dole would vote, no. I don't know. Just any way that I could help, I wanted to try to help.

Q. When did you finally make the decision to contribute to the Dole campaign?

A. Okay. It was about the middle of the -- well, after we talked, I went home. I discussed it with Cindy. We talked about it.

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We went through things like, well, it sure would be nice if we put that into our savings for a home, or I think we even talked about some furniture as maybe being another item that we might be interested in, but after rationalizing it out, we decided that it would probably be in our best interest if we sacrificed these material things right now to see if we can help Dole, and remember, the emphasis being upon getting the scrambling issue killed, so to speak.

Q. That was roughly what time frame?

A. It was probably the middle of June I'd say, something like that.

Q. And after your first conversation that you had with Roger Mason, did he approach you again?

A. Not until the phone call that evening to ask if I'd talked to my wife and if we'd decided if we were going to, if we wanted to, that type of thing.

Q. And what was the nature of that phone call?

A. He had indicated that -- first of all, inquiring whether or not I'd had a chance to

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talk to Cindy and if she was of the same mind as far as giving the donation, and if we were, if we'd be willing to give it now.

Q. And when was that phone call made after -- how long after the first approach was that phone call made?

A. As I said in the affidavit, it was about 10 or 12 days as I remember.

Q. And did you get the impression from that phone call that Mr. Mason was depending upon you to make this contribution?

A. I felt like -- I sensed, I guess I should say, that it was important that it was -- it was important not only for the financial support but also that I vote for Bob Dole, that he be reelected.

Q. Was this the first time that Roger Mason ever called you at home?

A. Probably not, no.

Q. Probably not?

A. Yeah. I don't think so.

Q. What other times might he have called you?

A. Maybe to talk about he was going out of town, can we meet tomorrow to talk about a

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vendor, things like that, business related.

Q. It was always business related?

A. Typical, yes, yes.

Q. And did you consider this a business phone call?

A. To some degree, yeah.

Q. To what degree?

A. To the degree that it was relating to my job as far as the satellite industry is concerned. So that was the business I was in at that time.

Q. After you received this phone call from Mr. Mason -- or excuse me, during that conversation, did you indicate to him that you were going to have trouble making this payment?

A. No, what I indicated to Roger was that both Cindy and I were concerned about the amount because we had never made a political contribution of this size or a political contribution before. So I wanted to, A, make sure that everything was legal.

Q. You assured yourself that evening that what you were doing was legal?

A. I asked him that question, yes, made sure that his intentions were right and that I

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indeed could give this much and Cindy could give that much.

Q. At that time did you tell him you were going to have trouble raising that kind of money?

A. Huh-uh, no. No, sir.

Q. At that time, did you know where that money was going to come from?

A. A combination, yes. A combination of anticipating the bonus and the money I had available. I knew that I could use either one.

Q. Now you indicated earlier that you had received an advance payment of $2,000?

A. Uh-huh.

Q. Can you explain the circumstances surrounding that?

A. Yes, yes. The evening that I went down there and -- if the record would show that I filled out the amount of the checks -- the last thing that I said to Cindy before I left the house, our concern was make sure it was legal.

I went down and I crossed him about how much again and made sure that I could do this and that there wasn't anything that they

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were doing illegal because I didn't want to be involved in anything like that and that he reiterated to me that it was a bonus. It was based on my job performance. I was a good employee. I could do whatever I wanted to with it and so I said, Okay, okay. And I wrote the check out, and I remember I said to him, Well, it sure would be nice if I could go ahead and get the bonus a little sooner.

Q. Excuse me. How long after the phone call did you do this?

MR. CRAWFORD: Glad you asked.

A. Right after he said, Could you come to the office, I said, Sure, sure.

Q. (By Mr. Blessington) This is at night?

A. That evening, you bet you.

Q. Go ahead.

A. And so I have a way of teasing and I was -- I wanted to make sure, of course, that I got the bonus because, I mean, you got to look at the human nature side of this thing. They said I was going to get it and I wanted to make sure, and he said to me at that time -- I said, Well, it sure would be nice to get the bonus

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sooner than the end of the month, and he said, Well, I'll see what I can do but no promises, and then it was about three days, four days later a girl from the payroll department brought me -- I don't remember if she brought both my payroll check, because it would have been about the 15th, and then also this advance, which I was a bit surprised to get. It would have been nice to get it then, but I wasn't for sure I would be getting it at that time.

Q. Did you think there was anything usual for him asking you to come down to his office right away?

A. Yes. That made me uncomfortable a little bit, and that's why I did reiterate what I said to him. I said, Why are you guys so interested in doing this, and his comment to me was that apparently the Dole campaign was either running a TV commercial or wanting to do something and they were needing some funds and apparently someone had contacted him about that.

Q. Who contacted him?

A. I have no idea.

Q. He did not say?

A. He did not say.

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Q. Where did you go?

A. To his office.

Q. Who was there besides --

A. Just Roger is the only one I remember seeing that night.

Q. Are you sure of that?

A. Yeah, I think so.

Q. Do you want to think about it?

A. No, I believe that's the only person I talked to that evening about it.

Q. He's the only person you talked to. Was there anybody else?

A. In the facility?

Q. Was there anybody else in his office?

A. Oh, no. No one else was in his office, not to my memory. Just he and I.

MR. BLESSINGTON: Why don't we take a break for a few minutes.

(Whereupon, a short recess was taken.)

Q. (By Mr. Blessington) We've just taken a short break. Mr. Galemore, is there anything that you'd like to say to perhaps clarify the record from what has gone on today?

(Whereupon, the witness conferred

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with his attorney.)

A. No, sir, I believe what we've talked about, the record will show is clear.

MR. BLESSINGTON: Let the record reflect that he was conferring with an attorney.

Q. (By Mr. Blessington) Now, when you went down to Roger Mason's office after he called you at home and asked you to bring $2,000 worth of checks to give to him --

A. May I correct you?

Q. Yes.

A. He did not say bring $2,000 worth of checks.

Q. Is that what you brought?

A. No. I brought -- Cindy signed her name to a check and I took it because I still had question in my mind about the legality of why he was wanting me to do it and the total amount of money that I could give. So it wasn't until I went to the office to talk to him further about that that I wrote the amount in.

Cindy and I decided individually amongst ourselves that that would be what we'd do as long as it was legal. That was our main concern. We wanted to make sure that it was

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legal.

Q. Why did you have questions about your involvement?

A. Why? Because I've never made a contribution before and I was concerned from the standpoint, as I mentioned earlier, of making sure that Birdview was giving me the money like they had said and that was for my job performance and not trying to give me the money so I would give it to the Dole campaign.

Q. Although that is what happened?

A. No. I don't think that's what -- no, I don't agree with that statement.

Q. You don't?

A. No, I do not.

Q. Yet you got an advance shortly after making the contribution?

A. After I made a comment that yes, it would be nice to see the bonus as soon as I could get it, yes.

Q. And this night that we're talking about, was that June 11th?

A. I believe so, yeah.

Q. Now you say you went down to Mr. Mason's office; about what time is this?

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A. I think it was 7, 7:30, something like that.

Q. And you approached Mr. Mason in his office?

A. Uh-huh.

Q. And you've testified that Mr. Mason was alone in his office?

A. As I remember, yes.

Q. As you remember?

A. Yes.

Q. Are you clear on that?

A. Yes, that is the only individual I remember in that office with us, yes.

Q. Do you remember seeing Bud Ross that night?

A. He may have been in the facility somewhere. I do vaguely remember him in the facility.

Q. You vaguely remember him in the facility?

A. Yeah, I remember him in the facility. He was not in our meeting though.

Q. Was he with Mr. Mason at all that you observed; did you observe him with Mr. Mason at all that night?

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A. No, not while Roger and I were together, no.

Q. Not while Mr. Mason and you were together necessarily, but did you see him with Bud Ross at any time you were there?

A. No.

Q. How long were you there?

A. About 20 minutes I think, something like that, 20, 30 minutes.

Q. And during that entire 20 minutes you were there, you were simply discussing this matter with Mr. Mason with no one else present?

A. Right.

Q. Do you know a David Owen?

A. What I've read about him in the paper, yes, sir.

Q. Only what you read about him in the paper?

A. I knew that -- I will reiterate that. I knew that Bud Ross and Dave Owen were friends from early childhood. I knew that from the paper that Dave Owen apparently worked with Bud in helping -- or not helping, I don't know which -- I should clarify that. Worked in starting Birdview and getting that organization

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going, but that's about the extent I know of Dave Owen.

Q. You've never met Dave Owen?

A. No, sir.

Q. Have you ever been in the same room with Dave Owen?

A. Not to my -- huh-uh, no.

Q. So can you state categorically that the night June 11th that you went to deliver the checks to Roger Mason that David Owen was not there?

A. Not to my knowledge.

Q. You did not see him?

A. No, sir.

Q. Subsequent to first being approached by Roger Mason about making contributions to the Dole campaign, did you discuss the propriety of that with anyone?

A. I don't understand your question, I'm sorry.

Q. Subsequent to being approached by Mr. Mason about contributing to the Dole campaign, did you speak to anyone about that relative to the proper nature of it, the legality of it?

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A. Just to my wife and to Roger was the main --

Q. Did you discuss it in any way at all with anyone else?

A. No.

Q. You didn't discuss the contribution to the Dole campaign with your coworkers?

A. Contribution? No.

Q. Didn't you testify earlier that you were attempting to get people to support the Dole campaign?

A. Yeah, that's true, too, yes, sir. Yes, I did talk -- I remember making a comment that we should -- that I had made to my associates.

I made that comment that I did, and yes, I did. I don't remember how much -- I'm not much on bragging about whether I give or not give. So something -- I don't absolutely remember saying to anybody in specific, I gave, so why don't you give. I didn't do that, no.

Q. Were you aware of anybody else that was employed by Birdview that received bonuses or salary adjustments or any other type of compensation out of the normal pay around this

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same period of time?

A. It was not till afterwards that I heard that Steve Small had made a comment in the hall to one -- either a secretary or a lady that was in personnel that he was really upset about the fact that he had made a political contribution to Dole and voted for him and Dole in turn did not support the legislation like we had anticipated he would.

Q. When was this?

A. Whenever that vote took place, and I think -- it was after the June time frame. It was after that June time frame.

Q. Do you have any idea of how long after the June time frame?

A. No, I sure don't.

Q. And so you can state categorically that apart from that discussion with Steve Small and apart from the discussions that you've had with your wife and Roger Mason you did not discuss this contribution?

A. That's correct. Yeah, to the best of my memory.

Q. Now, you just testified that you spoke to Steve Small in the hallway?

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A. He was not speaking to me. He was speaking to a secretary.

Q. You overheard that?

A. And I overheard it, and that's when I commented to him, I said, Oh, you did that? I said, I did too.

Q. Did you ever speak to Steve Small about the contributions to the Dole campaign?

A. At that point, yeah, I told him then that yeah, I made a contribution and I also voted for Dole and that was very disappointing.

Q. Did you ever speak to Steve Small at any other time about these contributions?

A. No, sir. I mean after that, yeah, after that hallway conversation, we talked a little bit about it and he made a comment that didn't make me feel very good. He said that he was uncomfortable about it, and I said, Well, I feel uncomfortable reflecting, now that I'm hearing you, I feel uncomfortable too. I said, I have to reiterate --

Q. This was -- excuse me, I wanted to pin down the time now. This was after you heard him say something to a secretary in the hallway?

A. Uh-huh.

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Q. That was that same day?

A. Uh-huh.

Q. Did you at any other time ever speak to Steve Small about the contributions to the Dole campaign?

A. After the newspaper article came out, I called him and talked to him about that.

Q. And what was the substance of your conversation?

A. I asked him if he had talked to an attorney and he said yes, he had and the attorney assured him that he had done nothing wrong.

Q. What did you think about that?

A. Well, it was quite evident that I was concerned because of the implications that the paper was making there, and so I decided to get my own attorney and make sure that what I thought I'd done was legal and what I felt I'd done was legal, and so that's the avenue I went.

Q. Did you tell Mr. Small during that conversation subsequent to the publication of the article in the Kansas City Star that when you went down to deliver the checks to Roger Mason that Bud Ross and David Owen were present

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in his office?

A. Did I what?

Q. Did you say that to Steve Small?

A. Oh, no, no.

Q. You're absolutely certain that you did not say that?

A. Yes, sir.

Q. Is there any possible explanation you can offer why he might have thought you said that?

A. No, sir.

Q. So, relative to the contributions to the Dole campaign, you spoke to Roger Mason, spoke to your wife and you spoke to Steve Small?

A. Afterwards, yes.

Q. I'm not going to talk about speaking to your attorney.

A. Okay.

MR. CRAWFORD: Thanks.

Q. (By Mr. Blessington) You've spoken to no one else about it?

A. I also spoke with Steve Phillips on the phone, and his comment to me, when he saw it in the newspaper, he said, I didn't realize you had made a contribution too. I said, I didn't

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realize you had made a contribution too.

Q. What else did you discuss?

A. We talked about, boy, we'd sure be glad when we could put Birdview behind us because of the pain and the agony towards the end that it created for all of us.

Q. Did anyone, apart from your attorney of course, did anyone ever suggest to you that the circumstances surrounding your bonus and the contributions that you and your wife made to Birdview were illegal?

A. No.

Q. No one ever said that to you?

A. No, sir.

Q. You're quite certain of that?

A. Yes, because I wanted to make sure of that, yes.

Q. Did your father-in-law ever speculate as to the legality of this situation?

A. He was concerned about that when we were working on our taxes whether or not it would be perceived correctly. I said, I checked and it was a bonus and that's what they said it was.

Q. When you were working on your taxes?

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A. Taxes, uh-huh.

Q. Is your father-in-law an accountant?

A. Yes.

Q. And was that the only conversation that you had with him relative to that?

A. Yeah, basically.

Q. What did he indicate about the legality?

A. He made comment that a company could not reimburse you, give the money to give a donation. I said, Well, the way it was explained to me was it was a bonus based on my job performance.

Q. Why did he think it was a reimbursement?

A. Maybe because of the aspect of the timing of it and it was part of the equation to give the bonus.

Q. What was part of the equation to give the --

A. Part of the equation to give the bonus.

MR. CRAWFORD: Part of the equation to give the contribution.

MR. BLESSINGTON: Thank you for

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clarifying that.

Q. (By Mr. Blessington) The bonus was part of the equation to give the contribution?

A. Yes, yes.

Q. Thank you. What time frame was this that you spoke to your father-in-law?

A. It would have been 1985 filling out the taxes whenever -- I don't remember -- which would have been typically in February I think the next year.

Q. Now trying to update this --

A. Okay.

Q. We have Roger Mason, Steven Small?

A. Uh-huh.

Q. Your wife?

A. Uh-huh.

Q. And your father-in-law that you spoke to about the contributions --

A. Uh-huh.

Q. -- that you made to the Dole campaign?

A. Uh-huh.

Q. Now are you sure there's no one else?

A. I guess -- I can't -- no one jumps right to my mind.

Q. Excuse me, I left one out, Steve

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Phillips?

A. Oh, yeah.

Q. Well, I think we'll close up at this point. I'd like to present you with the witness fee and mileage check for being here today.

A. Okay. Thank you very much.

Q. I'd also like to remind you of something that I said at the outset that this is a confidential matter and the confidentiality must be maintained until the commission closes its file.

A. And how will I know that?

Q. You'll be informed of when the commission closes its file, and I won't speculate as to when that will be. There are some circumstances under which an individual can waive the confidentiality requirement, but in a circumstance such as this where there are multiple respondents, that's questionable they can waive it. So it will be confidential.

MR. CRAWFORD: Both ways.

A. Okay.

Q. (By Mr. Blessington) And finally, I'm not going to close the deposition. I'm going to continue it. I don't know that I'll want to

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speak to you again, but the investigation is continuing and if we do need to speak to you again, we'll be certain to notify you in sufficient time to not inconvenience you too much.

MR. CRAWFORD: Will all further correspondence come through my office or will it go to him?

MR. BLESSINGTON: It will go to you if you want it to.

MR. CRAWFORD: I want it to go to me. Are you copying him on the same thing or just to one of us?

MR. BLESSINGTON: Just to you.

MR. CRAWFORD: Okay.

Q. (By Mr. Blessington) You have an opportunity to review the transcript and sign it if you'd like to do so or you can waive that.

MR. CRAWFORD: We will waive the presentment but not the reading and signing of it.

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_____

DALE A. GALEMORE

Subscribed and Sworn to before me this _____ day of _____, 1988.

_____

Notary Public

County of _____

State of _____

C E R T I F I C A T E

I, JANENE M. HILL, a Notary Public of Lafayette County, Missouri, do hereby certify:

That prior to being examined the witness, was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this 4th day of April, 1988.

Janene M. Hill

JANENE M. HILL, CSR

Notary Public Lafayette County

State of Missouri

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CCC# 9229

TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

IN RE:
MATTER UNDER REVIEW NUMBER 2582

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DEPOSITION OF BOBBY SUMMERVILLE

Dallas, Texas

Monday, May 2, 1988

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IN RE: MATTER UNDER	* TRANSCRIPT OF PROCEEDINGS
	*
	*
REVIEW NUMBER 2582	* FEDERAL ELECTION COMMISSION

DEPOSITION OF BOBBY SUMMERVILLE

On the 2nd day of May, 1988, beginning at 10:00 a.m., at 1100 Commerce Street, Room 15C40A, Dallas, Texas, before R. Patrick Tate, CSR #1730 and Notary Public in and for the State of Texas, appeared BOBBY SUMMERVILLE, who, being first duly sworn, gave his oral deposition in said cause pursuant to subpoena.

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APPEARANCES

DANIEL J. BLESSINGTON
Office of General Counsel
Federal Election Commision
999 E Street, N.W.
Washington, D.C. 20463

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BOBBY SUMMERVILLE

was called as a witness and, having been duly sworn, was examined and testified on his oath as follows:

EXAMINATION

By Mr. Blessington:

Q Mr. Summerville, this deposition is being taken pursuant to a Federal Election Commission subpoena issued in connection with an investigation under Section 437-G of Title II of the United States Code. The statute provides that this investigation remain confidential until the Commission closes its investigation. This investigation is designated Matter Under Review 2582. My name is Daniel J. Blessington and I'm representing the Commission here today.

Would you please state your name.

A My name is Bobby Summerville.

Q Now, you have a right to be represented by counsel. Are you?

A No.

Q I am going to give a brief explanation of what we're going to do here today. I'm going to be asking questions designed to elicit information regarding possible violations of the Federal Election Campaign Act. You are a

witness in this case, not a respondent.

The court reporter will take down everything that is said. It will be typed and a transcript will be produced. And for the sake of clarity, please give verbal answers rather than nodding or shaking your head. Please treat this proceeding as if you were testifying in a court of law and remember that you are under oath.

If you don't understand a question, if you don't hear me completely, or if you need a break, please tell me. If you wish to clarify an answer in any way, please do so. If during the course of the deposition, you realize you gave an inaccurate or incomplete answer to an earlier question, let me know and you'll be given an opportunity to clarify the record on that.

Could you please give me your home address?

A It's 9040 Stone Creek Place, Dallas 75243.

Q And your telephone number?

A [redacted]

Q And what is your marital status?

A I'm married.

Q Could you tell me your current occupation?

A I'm a broker, I'm in oil and gas.

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Q And your place of employment?

A Momentum Oil & Gas, and that's Irving, Texas.

Q Mr. Summerville, do you have a college degree?

A Yes.

Q And any post-graduate?

A No.

Q Now, what have you done to prepare for your deposition?

A Well, I basically just reviewed my notes. It's been several years.

Q Have you talked to anyone?

A No.

Q Did you ever work for Birdview Satellite Communications, Incorporated?

A I did.

Q And could you tell me when you began working there?

A I started for Birdview Satellite in probably 1982.

Q Would that be May of '82?

A April of '82.

Q April of '82?

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A I started, I was one of the first five salesmen hired for the company.

Q And at that time, how large an organization was Birdview?

A Forty, maybe fifty employees, it was a very small company.

Q That's total?

A That was total.

Q How did you come to work for Birdview?

A I answered an ad in the Dallas paper, and Mr. Bob Owens who'd helped get the company started, came down to Dallas and I interviewed and he hired me. That was probably in February, maybe early March of '82.

Q And you became one of five salesmen at that point?

A One of five salesmen, that's correct.

Q Were you all equal at that point?

A Yes.

Q And who was your supervisor?

A Bob Owens.

Q And what was his position at the time, do you recall?

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A Probably vice-president of marketing. He was over the marketing end of it.

Q Now, how long were you in that position?

A Well, I was in sales, a sales position until I left the company in '86. I started as a district sales manager, and I was responsible for Texas, Oklahoma, and New Mexico. It's as a district salesman. And after about three or four months, I was -- I was probably doing 30 percent of the company's business. And Mr. Ross and Bob knew that or it looked like I was going to be pretty successful at what I was doing.

Q Who was Mr. Ross?

A He's the chairman of the board and president of the company.

Q And that is Charles A. Ross?

A Charles A. Ross. And they, you know, took quite an interest in me because I was producing and the other salesmen weren't. So he wanted me to expand, if you will, and sort of train or teach the other sales force. And I said that's fine.

At that time, but we never made a discussion about me moving to Chanute, Kansas. All the time I worked

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for Birdview Sattelite, I maintained my home in Dallas because my wife was a career person who's got 17 years with Xerox, and she would have to leave a very, very good job with Xerox to move to Chanute, Kansas. And since this was a new start-up company, I didn't feel that was a good career move for me because the satellite industry was sort of if, it might make it, it might not. And I pretty much convinced Bob and Bud that it was not a good move for me, that I was basically going to be in the field and visit the manufacturing facility or corporate office on occasion.

Q Let me just clarify one thing. Bud is Charles A. Ross?

A Bud, Charles A. Ross.

Q Please go ahead.

A And the best place for me was out in the field working and training. And they basically agreed. So since Dallas had good airport facilities, I could travel, I covered my own sales territory and I would also travel and train other sales people in the other areas.

And probably six to eight months later, they recognized a need to expand and hire more salesman, and Bob Owens initially was doing the interviewing and the hiring.

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And once a salesman was hired, they would either send him to my territory in Texas to work, or I would go to that sales rep's territory and train him.

And most often, I would travel to that salesman's territory and train him. And it worked real well. And at the time, the company didn't have a lot of money. We were sort of working on a shoestring.

Q What time period was this?

A Oh, you know, over the next year, into early '83 probably. And the company was -- never had a lot of money. So every once in a while, they would reward me with a new title. And during the period that I worked there, I had four or five different titles. I started as district sales manager, and then I went to, I believe my next title was national sales manager, and then at one time they, in '83, they were going to try an institutional market so they wanted me to head up their institutional market, that didn't last over two months and we reverted back to being a national sales manager.

Q What was the institutional market?

A Well, they were going to private label product, sell a unit to Walmart, or a Sears or have a separate

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private labeled product rather than just the Birdview product. We had so much -- as the company grew, we had so much manufacturing capability but we didn't have the sales for it.

Q Now, were you still national sales manager when they went to this?

A Yes.

Q Okay.

A As national sales manager, and by that -- I guess that was '83, maybe as late as '84.

Q Let me give you something to maybe refresh your recollection.

MR. BLESSINGTON: Would you mark this?

(Summerville Deposition Exhibit No. 1 marked for identification.)

Q (By Mr. Blessington) Now, I've handed you a copy of Summerville Exhibit 1. Could you just tell me what that is?

A Are these the same?

Q Yes.

A This is, looks like my personnel record.

Q And I believe it indicates that it was prepared

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in 1984, in February.

A Uh-huh.

Q And the record of previous rate changes down at the left, so that might help you.

A Okay. Okay.

Q Now ,that indicates that you were national sales manager beginning on March 1st of 1983?

A March 1st, 1983, that's correct. Okay.

Q And what happened on October 1st, 1983 according to this?

A On October 1st, '83 they made me a vice-president of marketing. I think at that time, I was probably taken out of my sales territory. The whole time when I was sales rep and then I became the national sales manager, I still held a geographic territory. So I was working in a geographic territory and then going and training everyone else. And 10-1-83, they made me the vice-president of marketing, and in so doing, I lost my geographic sales territory. And I was just responsible for the sales force. I did primarily the same thing. I traveled and I trained and gave seminars to dealer networks, but I just didn't have a geographic territory that I was responsible for.

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Q So it was basically a promotion, a reward for --

A Yeah.

Q -- for work?

A Doing a good job, uh-huh.

Q And it appears that you held that for several months, that position?

A Five or six months, that's correct.

Q And then what happened?

A Well, as characteristic of the way the company is going, they would try a program and if it didn't work, they'd try something else. And sometimes, the president was over optomistic about how the company was going to grow by leaps and bounds.

Q Bud Ross?

A Bud Ross. And he would come up with a program to hire just, oh, dozens of sales people. And it wouldn't work. And so we'd have to back up and start over again. And that was one of the times that when I was the vice-president of marketing, I had five regional reps, and each one of those regional reps had five district managers working under them. Needless to say, we had a lot of people. But we were building a management higharchy that

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the company couldn't afford. We had -- I was managing five men and they were in turn managing five, and you have a lot of salary, you have a lot of people traveling, and those five people were basically doing the same thing that I had been doing previously, and sales did not, would not support that kind of structure. I knew that and had told Bob Owens and Bud Ross, but it fell to deaf ears. But -- and it lasted about five or six months here.

On March the 15th, '84, we restructured and when we restructured that time, I was given the west coast which is west of the Mississippi, and Ed Gibson who's another salesman, moved to Kansas City and he took east of the Mississippi. So we went back to -- our sales force went back down to 20 reps at that time. I had 10 west of the Mississippi, he had had 10 east of the Mississippi.

Q And you reported to --

A Bob Owens.

Q Both of you did?

A Uh-huh.

Q Now, during this time, was your relationship fairly close with Bud Ross and Bob Owens?

A I never -- I always had a working relationship

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with both men. I was closer to Bob than I was to Bud, because I would only occasionally go to Chanute, Kansas. I'm a private pilot. And if they needed to have a sales meeting, I would fly from my home in Dallas to Chanute, Kansas and land at the little air strip there. And while I was there, I had a car provided. And I would virtually live at the Holiday Inn.

And Bud traveled quite a bit. He might be in Chanute, he might be in Kansas City, or his third -- he might be in any other city. I was going to say Las Vegas. But he traveled quite a bit. But when he came through and I was there, he would always stop and talk to me and ask me how I was doing. He was, you know, a very freindly kind of guy. But I was a lot closer to Bob Owens.

Q So you didn't really deal with Bud Ross on business matters that much?

A Not that much. He would ask me my opinion because he, back in those early years, he valued my opinion on the product and its interaction with the marketplace.

Bud had a brilliant mind for coming up with the ideas, but this particular product he did not, he did not have one in his own home, he was not a man that watched

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television, and he had very little idea on how this product actually interfaced with the consumer. And he'd get my input from that.

He relied heavily on Steve Phillips, director of engineering, to design a product. But all those people were in a manufacturing mode. And they could not tell what the consumer thought of the product. So they would come to the sales force and ask us. And every time I ran into Bud, it was usually questions about the product, how is it doing, is it priced right, who else has a product that has more bells and whistles, you know, questions of that nature.

Q So you're talking about the period of about '82 to '84 that your opinion was valued, is that fair to say?

A That's correct, uh-huh.

Q But you dealt with Bob Owens on a more regular basis?

A Yes, because I reported directly to Bob.

Q And during the period of October '83 to March of '84, was your relationship still good with him?

A I would say pretty -- yes, are you referring to Bob Owens?

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Q Yes.

A Yes, it was still good at that time.

Q What I'm getting at is it seems to have been, just according to looking at the personnel record, perhaps a demotion. Was that --

A Moving back to the western marketing manager?

Q Yes.

A It was not necessarily a demotion, because had I been promoted or stayed in the same structure that I was in, it required a move to Chanute, Kansas. And I was comfortable in what I was doing.

But -- and it's one of these things you knew it was coming because you could sort of see what was happening. I could tell from my interoffice conversation with secretaries that we were having trouble with payroll, and backing up a step and taking the western marketing region, might be best for the company; and two, I could stay in Dallas and that was -- that to me meant more than getting a new title or being promoted or -- because I would make as a matter of market -- I did -- when I was vice-president of marketing, if I'm not mistaken, that was pure salary. And when I went back to the western marketing

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manager, it was a salary plus commission. And through 1985, I made more money than I ever made before. So actually, in title it was a demotion but I actually had an opportunity to make more money.

Q So your relationship hadn't deteriorated during that period --

A No.

Q -- with your supervisors?

A No.

Q Now, you still -- you reported to Bob Owens when you started out?

A That's correct.

Q And then you took the position that he once held; is that not correct, the vice-president of marketing?

A Well, yes. Bob's title remained vice-president but I don't know what he was vice-president of at the time. I did take the title that he had held, that's correct.

Q Was he executive vice-president after --

A Maybe he was executive vice-president, right.

Q And did anybody fill your position after you returned to being western marketing manager?

A When I became western marketing manager?

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Q Yes, in March of '84, did anybody take the position of vice-president of marketing?

A I don't think so. If I'm not mistaken, Ed Gibson took the east region and I took the west region, I believe we reported to Bob Owens. And I know we did not report to Bud. We reported to Bob Owens. His title was executive vice-president, but we both reported to him.

Q During this period of October of '83 through '84, can you explain to me a little bit of the decision making process at Birdview?

A Well, during that period of time, we were always in constant turmoil. The company had to grow. We had to do more business next month than we did this month because if we didn't, some of the programs that Bud had put in place would fall apart and we wouldn't be able to fund them, which was -- and it was always a sort of a robbing Peter to pay Paul type situation.

Manufacturing would need something, they could only afford it if we did a certain number of sales, and they would use our accounts receivable and borrow money to get that new item so we could get into the next and the newest, the next new product. But during that period of

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time, it was pretty much just get out there and work and sell as much as you can. Everything about the company's goals and objectives had to do with sales volume. And they stressed that more than anything -- anything else.

Q When you say they, you mean --

A Well, Bob and Bud. I think everybody realized the job that we had to do and how we had to do it. And the company was always stretched for funds. We never had an abundance, we never had cash in the bank; we were always borrowing money, always borrowing money. There were times that during this -- even during this period, we'd have to lay off people in the manufacturing facility. We had a monumental task of, you know, balancing things. Because I was not in the manufacturing facility, I wasn't aware of all the penny pinching that went on, you know, the layoffs, because I was probably in Chanute probably four to eight days a month.

Q In Chanute was where the manufacturing facility was at that time?

A Well the entire facility was in Chanute, Kansas; manufacturing, marketing, everything was there. But I would notice the pinch because we didn't get brochures; we

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couldn't get brochures on the product and I'd call Fred Forceland who is our advertising manager, and he says, "We haven't paid the printers, that's why we don't have brochures."

And so it was just constant having to literally lie to dealers, "We'll get your brochures when and if they become available, we're making changes in them."

So we had all of the problems that a small growth company has. You want to be very ambitious and do a lot of things but you don't have a lot of money to do it with.

Q Now, during the time that you were vice-president and beyond through '84, was the decision making process at Birdview joint among the various vice-presidents or --

A If I remember correctly, you had three vice-presidents. You had Steve Phillips who was a vice-president over engineering; Steve Small, vice-president over manufacturing, and then Bob Owens was vice-president over marketing. And I believe -- Roger Mason may have been a vice-president over transportation, but I don't know if he came into play that much during that period of time.

Q And was there a vice-president of finance and

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accounting?

A Yes, the vice-president of finance was at that time was either Ed Hackerott or Dave Hamilton, one of the two; probably Dave Hamilton during that period of time.

Q Now, what I'm trying to get at is was there kind of a regularized decision making process as to what to do for the company at that time, among various individuals, and yourself, for that matter, when you were vice-president?

A Monday mornings, during the time that I was vice-president, I would attend the Monday morning crash sessions that they would have. They'd have those two or three times a month. During a short, a period of six or eight months there it seemed like they had one every Monday morning. And I would attend those.

Bud most often had already figured out what we were going to do, but he would let most of the other vice-presidents have their say. Not that it changed his opinion or changed the direction of the company one way or the other. But he would come in on Monday morning and we didn't know what kind of idea that he was going to come up with. But most of his ideas he came up with, he came up

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with him at the bar, he would go out drinking on Friday night and he and Bud would be drinking and he'd say, "I think we ought to do this."

Q He and Bud would be drinking?

A Bud Ross and Bob Owens would be drinking at one of the local watering holes there in Chanute and he'd say, "Let's double the sales force." And just snap his fingers.

And Monday morning, when he would come in to that meeting, that's what we were going to do. And the vice-president of finance would just, you know, you could see his brow just wrinkling, "We don't have any money; how are we going to do it?"

So we had an input at those meetings, but it had very little effect on what was actually about to take place.

Q Now, was there an active board of directors, to the best of your knowledge?

A Well, "active" is the term that you would use but I would not. There was a board of directors. It started off with, of course, Bud Ross was on the board, I believe Bob Owens was on the board, and in the early days, they had an engineering professor from the University of Kansas, I

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don't remember his name, and there was probably five people on the board.

And then they made some changes on the board and I think the engineering professor got off, and a Jim Tyre got on the board, that was '83, '84, he was a large investor in the company and he got on the board of directors. And then at some time later, a Mr. Bob McKay out of California got on the board of directors.

I was never, I never attended one of those meetings, board meeting, and I was not -- I don't know how often they met and I don't know what he did if anything. But the general consensus of opinion was that Bud was still doing things just like he wanted to and most of the board members were just yes, sir, no, sir, kind of -- we went along with most of everything he wanted to do.

Q And that was based upon what, conversations you had with other people?

A Yeah, primarily Bob Owens. Bob Owens and I, we talked quite a bit and, you know, and in conversation he'd let his feelings be known of what was transpiring and how Bud was -- you know, doing on a certain subject. But Bud had no problem in convincing the other board members. And

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the vice-president of finance may have been on the board of directors. So there may have been six or more board members, I really don't know. But whatever idea Bud had when they went into the board meeting, when they came out of the board meeting, he pretty much got his way.

Q So was it fair to say that Bud Owens -- excuse me, Bud?

A Ross.

Q ...Ross, was knowledgeable about every major move that Birdview made?

A He was -- yeah, he was knowledgeable about everything that went on. He pulled most of the strings.

Q Was that fairly acknowledged among the people that worked there?

A Yes, because everything Bud said went and he had the final say. It was his, you know, he referred to it as his company.

Q Now, Bob Owens worked directly for Bud Ross and you worked for Bob Owens?

A That's correct.

Q What role did he have in a practical sense determining growth of Birdview?

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A Bob Owens, I thought the world of him, I don't know -- you know, whether he was an asset to the company or a liability. I guess I'd have to refer to him as an asset. Bud looked good in a three piece suit, he looked like a stock broker and Bud and Bob went, they went way back. They had a band together at some point in time.

Q A band?

A Yeah, a rock and roll band. In Bud's early days, he was a rock and roll singer and Bob Owens played the drums for him. And then another company they had, Bob worked with him at that time.

Bob had developed a knack for working with stock brokers. He was very knowledgeable about the stock market, and Bud saw something there that he could use in this company; we were going to raise money, a lot of money, and I think Bud felt like that Bob was his man that could go into New York, and he looked like a stock broker, he looked good in a three piece suit, slick, neat, clean appearance and he says this guy could go in to New York or to Denver to the penny stock market, and really help us pump the stock is what he always referred to.

And I think that's what Bud saw Bob Owens doing,

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because he was very knowledgeable on stock market matters, and he knew the ins and outs and he had a lot of contacts. Apparently, you know, Bob had piddled quite a bit in the stock market. Bud Ross probably never got out of junior high. He has a lot of common knowledge or the man is probably very intelligent man even though he has no practical education. And Bud did not feel comfortable in that stock environment, even though he knew that if this company was going to make it, it was going to make it with a stock offering.

Now, Bob had ran an electronics TV store in Denver, so he knew a little bit about electronics and he knew about how to market on a retail level. So those two things made Bob Owens an asset to the company. So he helped Bud raise the funds, the initial, what, three, three and-a-half million dollars, when they took the company public on the penny stock exchange, penny stock market we called it. But -- and Bob had some good marketing ideas, too.

He helped design the original brochures, and Bob's biggest problem was a lot of times he couldn't make a decision. He wouldn't know if this idea were the best or

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this idea were the best. Bud's decisions were always just snap his fingers and the decision was made, be it good or bad. And Bob was the type person that would, he would study something for weeks and he still might not make a decision on it. But when -- I think Bud reached a point after two or three years that Bob had served his usefulness to him and he no longer needed Bob.

Q What about -- what time period was this?

A Oh, probably '84.

Q What time in '84; do you know, can you be more specific?

A About the time that Mr. Ed Gibson moved to -- when Ed Gibson moved to Kansas City and became the eastern regional manager, he spent as much time as he could following Bud. And Ed Gibson was, he was power hungry, he wanted to go up the corporate ladder as quickly as he could.

Q Is this around March of '84?

A Well, March of '84 is when Gibson moved to Kansas City. I stayed in Dallas. But I noticed the friction between Ed Gibson and Bob Owens, it started about that time. And also at that time, Bud would say little negative

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things about Bob Owens, at trade shows.

Now, Bud usually came to the trade shows and he'd make little off the wall comments about "Bob Owens doesn't know what he's doing," you know. And . think Gibson had an impact on Bud's thinking towards Bob. And I think Bob Owens felt that getting Gibson in Kansas City was not a good move because Gibson was bound and determined to put himself between Bob Owens and Bud Ross. So that's when the friction started, was March of '84.

Q Prior to that time, is it fair to say that Bob Owens was right-hand man to --

A Yes.

Q -- Bud Ross?

A Uh-huh.

A Yes, he was his right-hand man. Now, Bud may have had, you know, the finance manager, they may have spent a lot of time together, too.

Q Now, you just mentioned finance manager. That would be the vice-president of finance?

A Right, Dave Hamilton.

Q Dave Hamilton. Are you familiar with a fellow named Hackerott?

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A Ed Hackerott. Yes. Ed Hackerott was the first finance, vice-president of finance and he and Bud also go back a number of years.

Q Did you know Mr. Hackerott?

A Yes.

Q Was he an important person in the company structure?

A Well, in the early days, he definitely was because, you know, he was an accountant and Bud would go to him and say "We want to buy this piece of equipment, we want to lease this piece of equipment, which is the best way to go?"

And Ed, you know, he and Bud, they've known one another for a number of years. Ed would say, "We don't have the money, we can't buy that, we can't lease that."

And, you know, they would just sit down and argue about it. He's one of the few people that knew that he could stand up to Bud because he'd say, "We don't have the money, we can't do this, we can't do that."

Q Did you have many conversations with Mr. Hackerott?

A Oh, quite a few. You know, they weren't, you

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know, he would tell me sometimes that you know, "Bud is coming up with some crazy idea, we've got to do what we can to talk him out of it."

But Ed, I think he had quite a bit of stock in the company and he was, it was sort of self preservation, he wasn't going to let Bud Ross and go out and borrow us into bankruptcy because he had some, he had some stake in the company at that time.

Q Now, when you say the early days, again you're referring to?

A '82, '83. Ed Hackerott, if I'm not mistaken, he left early '84. As a matter of fact, he probably left February of '84 because Bud Ross realized in late '83 and probably January of '84, that we were -- we had a lot of financial problems, I mean a lot of financial problems. He had to do something or risk just letting the company go down the toilet. He had told him that, Bob told him that, everybody was gravely concerned about it at that time. So Bud in one of his quick decision moods hires a gentleman by the name of Dick Spiller.

Dick Spiller was a vice-president of Touche Ross out of Kansas City. And Bud apparently had known him for

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some years.

I was called in to a meeting and I guess that was early '84, January '84, we had a breakfast one morning and I had heard some rumblings because I was in the field, I'd heard some rumblings that there was going to be a major change, a major shake-up and I didn't know when to what extent it was going to be. Dick Spiller was hired as new president of the company.

Q Replacing Bud Ross?

A Well, I wouldn't use the word replacing Bud Ross but yes, as president he was replacing Bud Ross. Bud would maintain, what, chairman of the board and chief executive officer which would still give him the hold on everything.

And Dick Spiller came in, and the first thing he wanted to do was interview and sit down and have a one on one with everybody, including me. And I think, well at that time I was still the vice-president of marketing. And you know, we sat down and have a heart to heart talk and Dick Spiller said, "Bob, do you know what a severe financial crisis this company is in?"

And I said, "Well, you know, just from, just from feedback from -- and little indications I get; we can't get

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brochures, we can't buy extra vans, we can't buy extra cars, I got the feeling that, you know, that we were having financial problems."

And Dick Spiller says, he says, "I've never seen a company that is so far in debt like this company is." He says, "And that's why Bud brought me on board." And he says "I want to get your input on what you think we could do and to turn it around and cut the fat out."

And I remember we discussed several things, a lot of it didn't have to do with marketing because in marketing, you had one salesman driving one car or one van out on the road selling. And he did not recommend any cutbacks as far as the whole marketing department went because as goes the marketing of the product, so goes the company. But he had indicated to me at the time we had 55 vehicles that we were leasing. Bud had a car, his wife had a car, Andy, his 17 year old son had a car, Stan had a car.

Q Stan?

A Stan Ross.

Q Another son of --

A Another son of Bud. He had a car. Of course stand was also a quote, salesman, end quote. He was on the

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payroll as a salesman. So I guess you could justify his automobile.

But at the time in January, February of '84 -- did I say '84? Stan was working in the office and he had a brand new Chrysler Monte Carlo to drive almost five blocks, you know, back and forth from home. And one of the comments Dick Spiller said to me was, "We've got to get rid of all these vehicles." And he says, "Since Stan Ross works for you, says you call Stan Ross in and tell him to give up his vehicle. And I said, "I'll do that," but I said, "It's not going to go over very well." And I said, "There will be repercussions."

Q Did you have the authority to do that at the time?

A To take his car away?

Q Yes.

A Yes, I would just go say, "Stan we need your car. We can't afford it any more."

But I told Dick, I says, "I don't think you'll be able to take it away. I mean I'll go tell him to relinquish the car but I don't believe it will ever happen."

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And as it all turned out, six weeks to the day, Dick Spiller was fired. Now, what he did to Bud Ross was he opened up his eyes and gave him an overview that this company is on the brink of disaster. And if you don't do something and do it en masse, this company is not going to make it.

Now Dick Spiller was probably what Birdview Satellite needed, he was an accountant and for pencil-pushers as I call them, everything is in black and white and it's on paper. And if your ratio, your debt to equity ratio isn't such and if your profit isn't such, you know, they cut it out. But it was so foreign or so different from Bud's approach to running business that he just, Bud just couldn't handle it.

Q Now, you indicated that Ed Hackerott was the vice-president of --

A Finance, at the time.

Q Finance. And of course he was an accountant, was he not?

A That's correct. But he was an accountant that -- see as Dick Spiller related to me, Bud just literally handed him the keys to the front door and said, "You do

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whatever it takes to get this company straightened out and going again."

And well, the first person that Dick Spiller looks at is Ed Hackerott, "Ed, you're the vice-president of finance, why did you let this go on?"

And of course Ed just sets back in his chair and says, "Well, this is the way it is. If Bud says we do it, we do it. And if it means borrowing money, we do it."

He says, "There's nothing you can do about it," and he told Dick Spiller, he says,"You're not going to change Bud Ross. He got you in here to run this company."

And I really think that to this day, after I've set back and thought about it, Bud Ross had no intentions of letting Dick Spiller come in and take over and run the company. I think the entire purpose was the fact that stock wasn't doing very well, and the annual reports didn't look very good on paper. And as far as stock brokers and your financial institutions saw Birdview, the big picture, this company doesn't look very good. They weren't recommending it as a buy.

And I think that Bud Ross, the reason he brought Dick Spiller in, was some accounting man, some finance man

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from a big institution like Touche Ross, would lend credibility to this company and maybe Dick Spiller could manipulate the numbers where they'd look good. And I really think that's why he brought Dick Spiller on board.

MR. BLESSINGTON: I'm going to ask the court reporter to mark another exhibit.

(Summerville Deposition Exhibit No. 2 marked for identification.)

Q (By Mr. Blessington) Now, I've given you a memorandum dated September 30th, 1983, and the reason I'm giving it to you is because we're talking about this general period of time, beginning in I guess the Fall of '83 throughout 1984.

A Uh-huh.

Q And I know it's a long time ago.

A Right.

Q And I thought this might help refresh your recollection. And can you basically tell me what this is?

A It's a letter from Ed Hackerott to Owen Ball; who's with Smith, Gill, Fisher & Butts, they're in Kansas City. "We need a 'Consent by Directors to Resolutions' for the following actions."

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Apparently they were making some changes and one of the one of them here was to accept the resignation of Ed Hackerott, okay, Ed Hackerott became -- he went from vice-president of finance to vice-president of administration and the appointment of Dave Hamilton. So this was about the time that Dave Hamilton came on the scenen. Dave Hamilton is Ed Hackerott's nephew. There's some relation. I think he's his nephew. This may have been an earlier move by Bud to get somebody in there that could help them from an accounting standpoint.

Q Is it fair to say that Mr. Hackerott was in over his head in this?

A I would say so. Ed was in a mode of sort of semi-retirement. He wanted to retire and get out and play golf three days a week and travel. And I think he may have recommended to Bud that they need to get somebody in there. I think he just really felt the pressure that he wasn't going to be able to change Bud, you know, as far as cutting back on expenses, and he couldn't, there was nothing he could do about it. So just get back and get somebody else in there.

Q What can you tell me about David Hamilton?

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A I didn't interface that much with Dave. He was a very, very knowledgeable accountant, vice-president of finance. He knew what he was doing. And when he looked at the books, you know, I probably had lunch with him a couple of times, he says "We got a lot of problems," because when I would go into Chanute, there was only one place in the whole city you could eat, a little place called Jesse's downtown, and that's where most people wound up for lunch, and I was usually in for one or two days and I would catch up on all the gossip.

And being in marketing, you talked to all these people, manufacturing, engineering, finance, and you try to pick up tidbits that are positive because you know our dealers are asking for brochures and they're asking for this, they're asking for promotional equipment, and we didn't have it, we can't give it to them, and if you talk to enough people after awhile, you'll get some idea of something you can go back and tell your sales reps that's in a positive frame.

And so I'd try to meet with Dave or Bob Owens for lunch during the brief period I was there. But I got the sense that Dave knew what he was doing, and he knew the

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task was monumental. And I think he probably realized, too, that he wasn't going to be able to change Bud's ways. But I would still say at this time, because we did bring somebody else in, either Ed didn't feel he was qualified to do that, and I remember a later conversation I had with Dick Spiller, he was not confident that either one of those people were qualified to be the vice-president of finance for a company -- he says, "As long as Birdview Satellite is a small company, Dave Hamilton would be adequate." But he says, "If the company ever really becomes a large company, even Dave Hamilton would not be adequate."

But I mean that's Dick Spiller's opinion of those people. As far as I was concerned, they were adequate and but, you know, who am I to say. I think they were doing -- Dave Hamilton was doing an admirable job based on the monumental task he had in front of him.

Q Now, did, to the best of your knowledge, Bud Ross depend upon the vice-president of finance pretty much?

A Well, he had to depend on him because he would -- you know, Bud would go and ask, "Can I buy -- do we have enough money or how could we best finance this particular piece of equipment or this piece -- we need more trucks to

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deliver product. What's the best way? Should we buy them, should we lease them?"

And I think Dave would probably look for -- Dave spent a lot of his time looking for money. We need to borrow money.

They were looking -- they were always, every time I went in there he says, "Well, Bob, we're on the verge of getting an asset based lender." They would lend money on assets; or, "We're making a deal with a bank that's going to loan us a lot of money."

And Dave spent a lot of time trying to raise money. And I think probably he had more expertise in raising money than Ed did, and that may be why they brought him in. But he seemed like he spent a lot of time trying to raise money because Dave Hamilton and Bud on numerous occasions that I would go up there, they'd be out of town. And generally if it was the two of them, they were going to some bank in Kansas City or Tulsa or Dallas to try and raise some money.

Q And is this the kind of activity that Bob Owens and Bud Ross used to engage in?

A Yes, but Bob Owens didn't have the expertise with

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dealing with banks that much. So after Dave Hamilton came on board, as far as I know, just Bud and Dave would probably go out and do it. And it might be an occasion that Bob Owens would go with them. I really don't know.

Q Now, you mentioned Stan Ross and his Monte Carlo earlier. Could you tell me a little bit about Stan?

A Stan was what I referred to when my conversation with Dick Spiller, he asked me to review all of my sales people. And at the time, Stan was in the office. He didn't want to travel, he wouldn't travel, he was just on the -- he was on the payroll. Stan was a high school dropout. His younger brother Andy was a high school dropout. At one period of time, Andy was on the payroll, too.

Q In what capacity?

A Who knows, he was just just on the payroll. He worked in the transportation department. And Ray Trip who was over transportation says, "I have no use for the man." And he told Bud one day, he says, Andy is in my way."

And Bud says, "If he's in your way, fire him."

As far as I know, Andy was let go. But Stan, he was one of our original five salesmen. He only covered

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Kansas and he did it all by telephone. He was not going to do anything that even resembled work or hard work or work late hours. And like the rest of us, he was drawing a salary plus a commission.

But his territory began to drop back in the pack so to speak because he wasn't working. And so I think he decided that he better get into a straight salary position.

So he was moved in to some administrative position over the office, the girls in the office. But he had absolutely no expertise in anything, he probably quit school when he was a junior in high school, and he was an absolute liability to the company but he was the boss' son.

Q Now, he worked directly for you when you were vice-president of marketing?

A When I was vice-president, he was under me. And people would -- Gibson and Bob Owens and everyone, and even Bud, Bud came in to the office one day and just me and him sitting there and he just says, "If you don't want Stan," he says, "I know he's just as lazy as he can be, if you don't need him, fire him."

That's what Bud was telling me. What Bud wanted me to do is take him under my wing and try and train him

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and cultivate him and make a man out of him.

Q Did you try to do that?

A Oh, as best I could. I knew it to be of no avail But I also knew if I terminated Stan Ross, I wouldn't be there very long. So I just considered him as a liability and you know he stayed on the payroll which, you know, I knew he was going to, and after that episode with Dick Spiller passed --

Q The episode with the car?

A With the car, Stan kept his car just like I thought he would. But even -- Andy had a car -- I don't know if it was one of the company's leased cars but if I'm not mistaken, it was, because Ed Hackerott complained about it.

Andy had -- Andy had gotten his driver's license taken away from him. Now he was 17 years old and he was kicked out of school. And Ed Hackerott was mumbling to me one day that we're just exposing ourself to liabilities because it was a hot rod, had $3,000 worth of stereo equipment in it, and he drank quite a bit, and Ed was shaking is head one day, he says, "That's a company car, it's leased."

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And he says, "That kid does not have a driver's license." Says, "If he has a wreck and kills somebody, we'll never here the end of it."

But he says, "What can we do?"

Q Well, regarding Stan, you indicated earlier that he didn't go out on the road too much to try to sell product.

A Not as a salesman, he didn't. Later when we started having trade shows, we would do three or four trade shows, especially if we did them -- the early trade shows he made every one of them, and usually brought his wife along. And if we went to Las Vegas he definitely was there.

Q When you say the early time, you mean again December of '83?

A '82 we did some shows, '83 we were doing four or five shows a year. '84 we did three or four shows. Stan left the company in April of '85.

MR. BLESSINGTON: I'm going to ask the reporter to mark this as Summerville Exhibit 3.

(Summerville Deposition Exhibit No. 3 marked for identification.)

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Q (By Mr. Blessington) As you can see, Mr. Summerville, it's a two page document. Could you just for the record tell me what you see?

A Four checks, look like all expense advances. Subject, one of them says, "Expense report for Stan Ross."

Q On the first page, the top check appears to have been made out to Stan Ross and there's a discrepancy in the amount, and it's torn. Do you see that?

A Yeah, it says, it's printed $200 but the check down here says $2,000.

Q And it is dated on --

A Looks like 12 -- looks like 12-22-83.

Q Yes, I believe that is what it is. Now, that's check No. 7711. Right below that is check No. 7712. And that one is for $2000, appears to be no mistake.

A Right.

Q And as you can see, it's been negotiated, that marking underneath. Now on the top it says, "Travel advance." It's for $2,000, dated 12-22-83. Now, at the time, you were Stan Ross' supervisor?

A That's correct.

Q Do you recall any travel that this might have

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been for?

A No. The date of it sounds like a Christmas -- if we had a show, we never -- there were no trade shows around Christmas time. There was a show mid-January, sometimes in Vegas, or early February, but that's as close to -- that's as close to that date that I even remember a trade show.

Q So even though it indicates travel advance here, you're not aware of any travel it could have been?

A It's the first time I've ever seen or heard -- no, as far as Stan's expenses, while he was in the office, he was office personnel. And, because like I said, he would show up at all the trade shows, especially if they were in Vegas. But -- and most all the sales reps are under me, they're expenses generally would go to either Jan Mendoza or Pat Emke.

Q Who were they?

A Two of ther girls in the office. And they would go over the expense accounts of all of my reps. But see, Stan was administration, you know, in the office over all the girls.

Q Even during this period?

A Yeah.

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Q December of '83?

A Yeah, even though -- he had to be under somebody so they stuck him under me. They figured that I could tolerate Stan and Bob Owens couldn't tolerate the kid. But I had no knowledge of his getting expense advances. Now one says here, "Expense report."

Q Now, if you take a look, this is on page two of the exhibit, up at the top it says -- 7906 is the number of the check, date is 1-3-84 as you can see. And that says, "Advance, Las Vegas," something?

A Las Vegas show.

Q Las Vegas show. Do you recall that there was a show during that period?

A Is that January the 3rd?

Q Of 1984, right.

A January -- it's possible. I -- there was a January show but I didn't think they were that close to the first of the year.

Q Is it possible that there could have been more than one trade show during that period?

A Well, that's possible. There was the Consumer Electronics Show, and then there was a satellite show. But

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of course he could have drawn this advance several days or weeks prior to the trade show, which, you know, very unlikely, but he could have.

Q This indicates that it's an advance for the Las Vegas show. The previous check that I showed you on page one indicates travel advance with no designation at all and it's for $2,000. Does that seem a likely way to identify the advance?

A It's not good business expenses but that's the way -- our truck drivers, the only people that I know the company that could get travel advance for a trucker was going out on the road, they'd estimate and most truck drivers didn't carry credit cards, they'd estimate that if he's going to Washington, State of Washington, they estimate how much his gas and lodging is and they would give this truck driver an envelope with, you know, cash or travel advance and that's what they called it, a travel advance and when that trucker came back, he had to turn in all of his reciepts and any money that he had left, he'd give it back to them. That was in the transportation department.

But our department, and in sales and marketing, I

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was never aware -- the whole time that I was with the company I don't know of any of my salesman or anyone else that ever got travel advances.

Q Even when it was specifically identified on the check, you mean, for a particular event?

A No. When a salesman was hired, if I'm not mistaken, either $500 or $1,000 was advanced to him, the date he was hired. And when he was terminated, he would have to pay that back.

Q Would you have to approve advances or expense reports for people in your division?

A No. The only thing that I ever -- and I really didn't approve them, Jan -- because I was out in the field. Now Stan worked for me, or he was under -- if you had an organizational chart, you'd put Stan under my name. He worked in the office and he was responsible for the seven or eight, ten girls that we had there. Most all of them couldn't stand him but he was there. And most of time he was playing golf or he wasn't in the office anyway.

But when the expense reports came in, it was Stan's job to review those expense reports of my salesman who were out in the field. I was in the field, I might be

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in California training a new sales rep, and I'd call in to Stan and if he'd say, "Bob, one of your salesmen is charging $25 for supper." And we might go over that expense report and I might call that.

But just for me to literally sitting down and reviewing all the expense reports, I very seldom ever did that. Normally Jan and Pat Emke would review them for typographical errors and to make sure that we had receipts because the only thing they could put on their expense reports was food, lodging, gas and all of them had to be receipted, they have to have a receipt for everything. But I never approved any of Stan's expenses. He shouldn't have had any because he was the office and he didn't travel.

Q Is it possible, though, he could have gone to Las Vegas to this show, assuming that there was a show in January of '84?

A If there was a show, if there was a show, he was there, I'll guarantee you he was there. He never missed a show in Vegas. Now whether we had any use for him there or whether he ever showed up at the exhibit or the booth, that's another matter. But if there was a show in Las Vegas, I guarantee you he was there.

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Q Now, the check for the $2,000 that indicates it was written on 12-22-83 from Birdview to Stan Ross, again that indicates travel advance on there. Assuming that there was a show in Las Vegas in January of 1984, is it possible that there was any other show that he could have gone to before January of 1984, between 12-22-83 and January of 1984?

A It's very doubtful. You don't have, there's not too many trade shows. I mean there might have been one for farm equipment or something over there. But that's not -- that's a dead time of the year for trade shows.

Q To the best of your knowledge, during that period of time, December of '83, January of '84, did Stan Ross ever drive a truck with equipment out to any of these trade shows?

A He did a couple of times. He didn't like it but he did. He did drive a -- we had two U-Haul vans, if I'm not mistaken, and one time he went to Chicago, he drove a van to Chicago. But he only -- once, maybe twice.

Q Do you know when that might have been?

A No, I don't. I remember him making a trip to maybe St. Louis or Chicago; he and Jan Mendoza drove up in

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a U-Haul. Normally it was someone in the transportation department that would drive the trucks out there for us. But it seems to me like on one occasion, Stan actually did drive. But I don't think he ever did it again. But I do remember a short trip that he and Jan Mendoza made to, it was either St. Louis or to the Chicago show.

Q Would that have been in December of '83?

A No.

Q Would it have been before that? I know we're going back a few years here.

A Yeah. There's only two shows we would have gone to and you can check the dates on those shows. The Consumer Electronics Show, Consumer Electronics Show; there's one in Las Vegas and there's one in Chicago. Now the one in Chicago is a summer. It's not summer. They call it their summer show but I never will forget, we were sitting out on the balcony and almost froze to death. So it was probably May; it was cold in Chicago in May. So that's what they call the summer show. The one in Las Vegas is the winter show.

Q And those are the only two shows that it could have been?

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A Now, that's Consumer Electronics.

Q Okay.

A The other show were the true satellite shows, satellite technology shows. And there's a gentleman by the name of Rick Snaringer.

Q Can you spell that?

A No. I knew you were going to ask. Anybody that's in the satellite industry knows Rick Snaringer because he does all of our trade shows. He could probably give you the date of every trade show that he's ever done. They started doing satellite trade shows in '82.

Q Who is he with?

A Satellite Technology or something, out of; he's in some little town in Oklahoma. I'd have to do some research but I could locate Rick Snaringer.

Q That would be helpful.

A I'll find him. But he could tell you the dates of every satellite show. If you get in touch with Consumer Electronics, they have two trade shows a year and they're always just about the same time.

Q And do you know where they're out of?

A No, I don't.

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A Now, they were not -- the satellite industry was usually in the Consumer Electronics Show, and just usually the large manufacturers were there, Birdview and Channel Master and two or three others. Now the Satellite Shows were just purely satellites, nothing but satellites. But Rick Snaringer was the organizer and he put all the trade shows together. I'll research that for you and find out his name and address, telephone number.

Q Yeah, I'd appreciate that.

A He could tell you. But these travel advances around Christmas time, I mean Stan could have gone to Las Vegas -- and this one here is check No. 7753, says, "Expense report, from 8-13-83, through 11-26-83. "

Q And it's in the amount of $2,533?

A Yeah.

Q Probably 44 cents?

A I would say that -- now, I would assume from just looking at that, that if I went back somewhere in the files I'd find expense reports in 8-13-83 to 11-26-83. And Stan had a -- he had a bad habit of not doing his expense reports on time, you know, we required that you do your expense reports at the end of each week. Stan never would

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do that. Well, he didn't have a lot of expenses.

Q What would his expenses have been?

A Nothing. He wouldn't have any while I was in the office.

Q It indicates here that he had for a couple of month period, over $2,500.

A I have no earthly way of knowing.

Q So you just weren't aware of any of this?

A No, none of it.

Q And you indicated that Stan Ross was in fact in charge of the review of expense reports for people in your operation?

A Uh-huh. For my sales reps during the period of time that I was VP of marketing, I was out in the field, Stan was in the office. When the expense reports came in, "Stan, you review them, if there's anything wrong with them you give them back to me."

And I said, "I don't want to know if a guy, you know, spent a dollar and twenty cents on phone calls. I don't want to know that."

I said, "But if there's anything that really sticks out, tell me about it and we'll talk about it. But

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I said I've got more important things to do," and I said, "that's your job".

Well, most of the time, Stan would let Pat Emke do the reviewing of the expense reports anyway. He never did look at them. He might look over them and if it was a sales rep that he didn't particularly care for, he would go over it with a fine tooth comb.

Q Pat Emke was one of the women you referred to earlier who at least normally worked under Stan?

A Right. Now, this lady here, Dorris Dettweiler

Q That's the name on check number --

A 7753 -- Well, she's on three of them. I remember her name, and she was pretty much a stickler for details. I would say that this $2,533, Check No. 7534, she probably had an expense, I'm not saying it was correct or legal or what. If she put "expense report" on this, there may have been expense reports to document that or to back it up.

Q That's generally the way it was done, the person who would sign would actually put in the reference at the top, do you think?

A I would say -- well, it looks like same handwriting. I would assume so, because Doris has to; she

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has to answer to, you know, Dave or somebody.

Q Doris Dettweiler worked for, at the time, Dave Hamilton?

A She was in accounting department, yes, uh-huh.

Q Now, on check No. 7906, again referring to Exhibit 3, this is Page 2, the name on the signature?

A Esther Oliver.

Q Yes, who was she?

A She worked in the accounting department also. The thing that I see here, though, is you could go back to the accounting department, normally they didn't have any money, they were waiting for it to come in, and that was usually their excuse, "I can't give you a travel advance, we don't have any money."

But it was amazing that if Bud needed any money, that always, they could always raise -- they'd write out a check to him and they could always get the money and Stan may have had the same knack. But there was no one else in the organization that could do it. But I only hope this is all the money we ever lost.

Q Did either Jan Emke --

A Emke, E-m-k-e.

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Q Or --

A Jan Mendoza.

Q ...Jan Mendoza, did either of them ever mention anything to you about expenses of Stan's?

A Couldn't never get him to turn them in. They might complain about that. But when he was in the office, if he had any expenses, they were sort of insignificant anyway. You know, unless he actually did a trip. He wasn't really worried about turning in any expense report to document it because he got the money in advance, apparently, you know, he got his money up front.

MR. BLESSINGTON: I'm going to introduce Exhibit 4.

(Summerville Deposition No. 4 marked for identification.)

Q (By Mr. Blessington) Now, this is a one page document and it's a form that's been filled out, a copy of a form that's been filled out. And it indicates check request. And could you tell me to whom it's -- for whom it's made out?

A It's made out to Stan Ross, 12-22-83; travel advance, amount $2,000; requested by, looks like, DKH, I

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guess that's Dave Hamilton and looks to me like Doris, that's probably Doris Dettweiler's initials. I would say Dave Hamilton requested it. I don't know if that's his initials or not.

Q It looks like DKH, though, doesn't it?

A DKH, yeah, I would say that's David Hamilton.

Q And the check request, reason for request is travel advance?

A Travel advance.

Q Dated 12-22-83?

A Uh-huh.

Q And then Stan Ross appears to have cut a check on 12-22-83 for $2,000?

A Yes.

Q Now, you told me earlier that as far as you know, advances just weren't made as a routine matter.

A They weren't for any people on my staff, any sales people out in the field. I mean -- their logic was, and it was good logic, one we didn't have the money, but two, I'd given you a thousand dollar advance when you came to work for the company, and if you turn in your expenses every Friday, the office was very good about getting those

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expense checks back out to the guys.

Now there were a couple of times that they didn't have the money. And they had, say "Well, we haven't gotten your expense report."

And I know they were lying, they had the expense reports in there, they had been processed they just didn't have the money to release the checks. And my sales people would really get up in arms about it because two or three of my sales people didn't have credit cards, for one reason or another they had lost their credit cards.

I would usually go to bat for those guys and I said get Chuck's check, get Bill's check, first priority because those guys are sitting at home, they can't go anywhere. And when they'd get their expense check in, they'd cash it at their local bank and they'd have bucks in their pocket and that's what they'd travel on. But I couldn't, I couldn't get advances for those people, unless they had expenses in house.

MR. BLESSINGTON: I'm going to introduce five.

(Summerville Deposition Exhibit No. 5 marked for identification.)

Q (By Mr. Blessington) Can you tell me what that

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is?

A It looks like a ledger sheet where they were tabbing Stan Ross' expenses; it looks like his advance in one column and then actual expenses he turned in in another column. His credit memo.

Q And are you familiar with this kind of form?

A No, this is the first time I've ever seen it. But I'm sure they had to have some way back in the accounting department to keep up, you know, how they were reimbursed.

Q So you think it would have come out of the accounting department?

A This came out of the accounting department. It wasn't -- I don't think Jan or Pat would have generated this. This came from probably the person writing the check, or somebody back in accounting that kept up with expenses.

Q Okay. If we could just read down the sheet, which indicates it's an accounts payable vendor or ledger, which apparently was used in this case at least for an in-house employee.

A Okay.

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Q On the second line, under date?

A Looks like 12-23-83.

Q Or 12-22-83?

A I mean 12-22-83.

Q And it's to Stan Ross, Check No. 7711 is mentioned?

A Uh-huh.

Q For?

A $2,000.

Q $2,000. This would appear to relate back again to that advance that we've already looked at?

A Travel advance.

Q Looked at the request and seen the check?

A Right.

Q There's no indication here, however, what it was for.

A No.

Q And two lines below that, we have a date of what appears to be 1-3-84?

A 1-3-84, okay.

Q And that is again Stan Ross and there's some writing next to it?

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A Las Vegas advance, that's $1,500

Q So again that seems to relate back to what we've seen before?

A Uh-huh.

Q And you've never seen this form before?

A No, I have not.

Q I don't even mean this particular one, you've never seen anything like this?

A No.

Q Okay. But you assume that it's from the accounting department?

A I'd say that Dorothy or Mrs. Oliver or somebody that -- you know, probably -- that's the way they kept up with all the -- I would just assume that came out of the accounting department. It's very sloppily done and their addition doesn't add up.

Q I'm going to turn now to the subject of political contributions. Are you aware of any contributions being made to any federal candidate by Birdview or officers of Birdview?

A Well, here recently, I'd read about, I read it in the paper, that several had made contributions and -- but

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apparently you're talking about back years ago.

Q I'm talking back since the beginning of the company through the time you left.

A Yeah. My -- the only candidate that comes to mind was Senator Bob Dole. And Senator Dole was a very very dear friend of Bud Ross' and Bud thought the world of him and would do anything for him.

Q How do you know this?

A Well, there was a period of time, and it was probably during this same time frame, I was in Kansas -- no, I was in Chanute and I was working late one night and our satellite dealer there was taking a satellite dish to Kansas City; Bud had moved to Kansas city, had him a big nice home in Kansas City. And Senator Dole was coming over for a birthday party. It was Snator Dole's birthday, and Bud had invited some of his friends over and Bud was going to show Senator Dole how a satellite system worked and how the satellite system could be used to benefit him personally, by up-linking to his Kansas constituents.

Now, there is what's referred to as an up-link/down-link; you can be in one area of the country like Washington, you can have a TV camera crew come in and

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film you, it goes outside to an up-link or a satellite antenna; that signal is beamed to the satellite, the people in Kansas would focus their satellite on that particular -- their satellite dish on that particular satellite, and they would watch the programming and it would all be live.

It's basically the way your evening news is done now, it's up-link from New York or Washington and it's picked up all over the United States. And Bud wanted to impress on Senator Dole how easily it could be done.

Q And when was this?

A I've never been able to figure out, it was '84, probably. Probably '84, but I don't remember what time of the year, I just remember doing it because I was, I was in Kansas. And it really made me mad because at a time I could not get my guys' expense checks out, we just didn't have the money.

But Mr. Lockman who was our satellite dealer there in Chanute, he took a portable rig to Bud Ross' home there in Kansas City. They hired a company out of Denver, Colorado, they went to the Double Tree Inn there in Kansas City only about six blocks away, and they were to up-link a birthday message to Senator Dole. And the way it was going

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to work, Dave Owen was going to dismiss himself there at the home.

Q Who was Dave Owen?

A Dave Owen is an associate of Bob Dole's and friend of Bud Ross and a long time business associate. At one time Dave Owen was -- probably at that time he was Lieutenant Governor but he was Bob Dole's campaign manager.

Q Lieutenant Governor of Kansas?

A Lieutenant Governor of Kansas. He was going to dismiss himself and go over to the Double Tree and sit down in front of the camera and wish Senator Dole a happy birthday. Seemed like a stupid thing to do. But the thing that bothered me the most was it cost $5,000 for this up-link. I mean they could have video taped it on a VHS casette and had the same impact. But they didn't do that. And so Bud --

Q They up-linked from the Double Tree?

A The Double Tree Inn, which was about four blocks, to the satellite, 22,300 miles, back down to Bud Ross' house. And this -- and what really made me mad is it happened at a time when we didn't have the money to do it.

So that's back to your question, why did Bud

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think so much of him or -- that's the reason I knew that Bud was either trying to impress this man or he was truly a close and dear friend. At one time, Bud was a wealthy man when he was with another company he started called Custom Electronics. And Bud has always liked to have powerful and influential friends.

Clarence Kelly, former director of the FBI was a good friend of his. And so I don't know how he met Dole but I just figured that back in his days at Custom, he was a contributor to the Dole campaigns also.

And but anyway, I was there that night and we watched the whole presentation from our facilities there in Chanute, we have satellite dishes all over the place so we just tuned in on the channel and watched this five minute happy birthday presentation.

Q And that's when David Owen wished the Senator happy birthday?

A As it turned out, David Owen never left the house. And Mr. Lockman wished him a happy birthday. And I actually called Lockman to ask him what happened, they had a phone there, and I was to call at a certain period of time and as it turned out, Mr. Lockman sitting there

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wearing a baseball cap wished Senator Dole a happy birthday. It was a fiasco.

But that's when I first knew that, I had heard that, you know, Bud and Senator Dole were good friends. And -- one other occasion, that involved me personally, was at the Nashville Satellite Show, and I don't remember, it was probably '84 or it could be as late as '85, probably '84, though, is my best bet and it would have been about September, because that September was when the Labor Day weekend, about, is about when the satellite show was in Nashville. And for three years it was always the same week, every year. But --

Q Was that the preceding year as well, that it would have been the same time of year?

A '83, '84, '85, in that time frame. And one of those three years, and I was thinking my best recollection is '84, we only had about four or five salesman there to work at these trade shows, and you worked from 10:00 o'clock in the morning until like 9:00 o'clock at night standing on your feet.

Q What do you have, a booth?

A You have a booth and you smile and hand out

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brochures and talk to people. Senator Dole was going to be a guest speaker. They'd always have guest speakers, Al Gore was a speaker -- I don't know if at that particular time, but I met Al Gore also.

But Stan came around that afternoon and he says, "In the morning we're having breakfast with Senator Dole."

And says, "Make sure all of your sales people are there. We need ten sales people to be there."

And I told Stan, "We only have, there's only five of us here."

"Well, that's okay." Says, "My dad us going to make a contribution to Senator Dole and we have to be there."

And I thought that he had said, "On our behalf, he's going to make a contribution on our behalf," or "My Dad's going to make a contribution and we have to be there."

And you know, as the years passed it's sort of funny but it was, I remembered it because I didn't want to get up, I was going to work the late shift the next day and I wasn't too crazy about getting up at 7:00 o'clock in the morning and having danish and coffee with anybody. But I

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told him I would.

And I said, "We don't have 10 salesmen here." I said, "We've only got four, maybe five."

He said, "Well, make sure everybody shows."

And when I got down there the next morning, well, Stan was there counting heads, you know, making sure everybody was there and they'd invited everybody that they saw in there to come and make a contribution to Bob Dole. You know, I saw nothing wrong with that.

But I remember Stan said that his Dad was -- or Birdview was going to make a contribution on my behalf. I said "Fine." So we went in and Senator Dole came in and he made a little short speech, and we had danish and coffee. And then afterwards, he came around and shook hands with everybody, and the camera man was there and he snapped everybody's picture. And that was the end of it. I never heard another word.

Q How many people were at this breakfast?

A Oh, there were probably 25, 30 people there, maximum. But from Birdview, there were only, Bud and Stan and myself and three or four other sales reps, and most of the other people were from the satellite industry that were

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attending the show.

Q Acquaintances of Buds or --

A Yeah, or manufacturers, somebody from Channel Master, one of our competitors, and just exhibitors, people that Bud knew, maybe Dr. Taylor Howard, president of Chapparal; he invited as many influential people to come and to meet with Senator Dole.

Q When you say he, you mean Bud?

A Bud, or maybe make a contribution. But -- and after -- and after the turn of events and after everything had happened like this, I got to wondering, I says it's very possible that my name is going to appear somewhere as making a contribution, you know, to Bob Dole that I didn't actually -- and I asked, I had several news reporters call me over the last year and-a-half and two of them have actually had copies of the contribution reports.

And I told both of them, I said, "If you can find my name on there, you've got a story because I've never made a contribution to Bob Dole."

And the gentleman from the Harris papers, he called me and he says "Bob, there's four or five different files and they're all about a foot thick and I didn't have

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time to go through and dig through there."

And I said, "Well, if my name ever does appear, just let me know."

And I never heard anything from anybody. So apparently my name never did appear. And I had heard that Steve Small from his contribution, he had actually got a letter from Senator Dole thanking him for the contribution, you know, a form letter, and I never got one of those, so I just said well, Bud made a contribution, that's the end of it.

Q Who was Steve Small, just for the record?

A Steve Small was vice-president of manufacturing.

Q Do you know him pretty well?

A Yes.

Q But you don't recall if you were specifically asked to contribute that morning at the Nashville show?

A He didn't -- I don't know that Bud asked any of the sales reps, you know, he knew how much money we were making. And I'm sure if I said, Bud, I wanted to give Senator Dole $2,000, he would have taken a check. But I never offered to and he never asked me to make a cintribution.

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Q But to the best of your knowledge, the breakfast was organized by Bud Ross and --

A Yes.

Q And was it fairly clear that it was a Birdview operation at that breakfast?

A No, you couldn't -- there was no Birdview logos or stick -- it was just breakfast in the little coffee shop there. No.

Q Now, that's your only knowledge, personal knowledge regarding --

A That's the only time I ever met Senator Dole. I was aware of another meeting in conversations that I had with Bob Owens. Bob and I over the years, after I was terminated and after he was terminated, we talked maybe once or twice a month, compared notes. Bob was very bitter after he was terminated, of course so was I. And we'd compare notes and chuckle about different things. And, Bob was relaying a story to me one time, he says, "Yeah, one time, Bud was having a fund raiser at his house and Bud called me and says we're having a fund raiser, I want you to give $2,000."

And Bob, sort of a penny pincher anyway, and he

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says "I can't do that," says, "My -- I can't be there, I can't do it." And he says, "My daughter's in a play at school." And he says, "Boy he got hot about it."

He says, "But I didn't give the $2,000." And that was an earlier conversation that I had back in early '86. When I started getting the calls from the news papers, I had talked to Bob Owens one day, and I said, "God, these guys are calling me."

And I said, "One of the reporters, Bob, has got a list of everybody that's made political campaign contributions."

And I said, "They're looking there for my name, and boy, they're coming up with all sorts of names."

And I think Bob, you know, Bob knew he told me earlier he didn't make a campaign contribution.

Q He discussed it with you?

A He discussed with me but he said he did not make one. But when he realized that I may have access to a list of everybody that did make a campaign contribution, his story changed. "You know, I may have made a contribution," because he didn't know that -- he thought possibly that I'd found out that his name did appear.

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So he started backtracking and changing his story. So apparently, just from that conversation, I assumed that Bob actually did make a campaign contribution. Even though he told me earlier he did not.

Q Did he mention anything about being reimbursed for it?

A No, huh-uh. Bob is a sly one. He wouldn't have said that to me or anybody, if he had, because I estimate that Bob probably made more money off of stock than anybody, because he got out and sold his stock because he knew what was happening, he was an insider. And I think the SEC will hang him on that, but that's his problem. But he was a shrewd one.

But no, he never said that he was reimbursed for it.

And just that one conversation he says, "I think I did make a campaign contribution." And we never talked on the subject again after that.

Q But this was after you had both left Birdview?

A Oh, this was like '87, sometime last year, yeah.

Q You never discussed political contributions to Dole or to anyone else while you were working there?

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A No. No. When I knew that -- I didn't realize until later the relationship between Dave Owen and Birdview Satellite. Now, his name I'd heard a couple of times, and I'd seen him come through the office on numerous occasions. And I knew briefly who he was. But I didn't know until '87 or '88, after I was long gone, how deep he was into the pockets of Birdview Satellite.

Q Did you ever meet David Owen?

A I probably did in the halls, when they moved the office to Kansas City, I probably met him a couple of times. But usually, he was either coming or going and in a hurry, you know, with Bud, going to some meeting or something.

One other thing that relates to Senator Dole and Dave Owen was an airplane, but it didn't, after I went back and did my research, it didn't really jibe with anything. They leased a twin turboprop airplane, Bud likes to fly. One time when he was with Custom, he had Learjet and a full time pilot. They had -- primarily when they traveled back and forth from Kansas City, it was always on a light twin.

But about the first part of '85, probably January of '85, they leased a twin turbo that seats about ten or

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twelve people, from General Electric Corporation, and it was $25,000 a month, plus the pilot.

And of course everybody mumbles when one department gets something and the rest of us, we can't put tires on our vans and our cars out in the field and we start mumbling about it.

So they immediately start to rationlize why we need to make this expenditure but we can't do yours and of course they already had their reasons ready. "And the reason we need this plane are because, fly all the staff, even you people, you'll get to ride in this plane also, when you hire people, you fly them into Kansas City, we'll pick you up there and take to you Chanute, isn't that a good deal? Oh, that's great." Going to spend $25,000 just on some salesmen, a month.

But one of the reasons that they leased this plane because they were going to fly to the manufacturing facility which was in Michigan, that was one of the reasons they needed it, but another reason that they wanted the plane was that Senator Dole was going to be using it to campaign with.

Q What period of time was this?

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A Well, the plane, as best I can make out, was about January of '85. And it was going to be leased through infinity. As it turned out, about December of '85, they were in arrears on their lease payments and General Electric picked it up, because they were really hurting for cash about that period of time. But their intent was. And then --

Q How do you know that to be their intent?

A On the plane?

Q Yes.

A Well, that's -- that was the excuse, that he needed the plane for this and this and this and, "Senator Dole is going to be using the plane when he's campaigning in Kansas."

Q How did you come to know that, though?

A Oh, Stan or Bob or somebody told me that that was -- and I went back in '87 and chased down the pilot, and he was pretty talkative, as a matter of fact he's here in Dallas now.

Q And what is his name?

A Oh, if you hadn't of asked me I would have told you. I'll think of it in a minute. He told me he'd heard

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that rumor, also. Now, he didn't care, he just got in the plane and flew and he had a job. At the time he was unemployed because he was a private pilot for Kenny Keys in Kansas City -- I mean in Chanute, and Kenny went bankrupt and lost his plane so the kid was out of a job. And he'd been doing some flying for Bud for a number of times.

He said that Dave Owens flew in it a couple of times, but he says Dave -- he says Senator Dole never flew in the plane. He says possibly had they kept the plane, you know, and after January of '86, it is possible that Senator Dole would have flown in it or it would have been made available to him but he says Senator Dole never flew in the plane.

Q Q Okay.

A I don't think he'd have any reason to lie about it. But that was the end of the -- and I don't know that that's --

Q But you do recall --

A -- ethical or unethical.

Q -- recall that this was, this came to your attention through informal conversations with --

A It was informal conversations.

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Q With Bob Owens, you say?

A Bob Owens or Stan Ross; I really can't remember -- you know, everybody starts bragging about this plane we got and we're going to use it for this and they're going to use it for that, but it was Stan or Bob or somebody. But it was just informal conversation. I mean there was no memos or anything like that. Go ahead I was --

Q Just let the repord show that he's checking his notes for apparently the name of the pilot.

A Yeah. My wife started throwing notes away. This thing became an obsession with me for a while.

Q Now, did you or were you ever approached by anyone associated with Birdview about making a contribution to Senator Dole?

A Huh-uh, no.

Q Do you recall ever discussing the subject of contributions to Senator Dole with anyone while you were working at birth view?

A No, not while I was working there. We didn't ever discuss it. Oh, Bob and I might have, we might have touched on it briefly but I can't say we ever did.

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Q When did you become aware that a contribution had been made to the Dole Committee by individuals associated with Birdview, who apparently were reimbursed by Birdview?

A Oh, that they were reimbursed? Well, after I was terminated in February of '86, I first tried to get my job back and I started doing some research. And in my research, I would call and talk to everybody that I knew and those people that had also been terminated, seems like their memories come back after they're terminated. For one reason or another, or it refreshes their memory.

And there was a period of months there that my phone bill was running $200 a month. This was a lot of fun but I was running out of money, and but while I was doing research, I started calling people and I'd call Bob Owens and he'd say, "Well, did you hear the rumor?"

And then he'd tell me a rumor. And then he'd say, "Well, call so-and-so." And I'd call so-and-so, and after a while, you start to build, you put all the pieces to the puzzle together, and when I reached a point that nothing would surprise me. Absolutely nothing would surprise me.

Bud Ross put out a contract on one of our dealers

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here in Dallas, sent two goons over and just beat him to a pulp and I was expecting the same. I've got several threatening phone calls. But I never had any gorillas show up at my front door. But -- and then the drug rumors that were trading systems for drugs, and there was just doing all.

Q Who was trading systems for drugs?

A Gibson and Bud. And, you know, these are just rumors that I heard. But they come from three or four different sources, and then when you start reflecting back on it, that could have probably taken place.

We had a dealer in Florida that he owed us $150,000. And Gibson just summarily writes it up uncollectable. The man opens up another shop within 30 miles of his first shop. What do we do? We ship him another $125,000 worth of product, within 30, 40 days. That doesn't make good business sense to me.

Q When did you find out about that, for instance?

A Oh, I knew that before I was terminated. And then somebody comes up, "Well, have you heard this one?"

Q This is after you're terminated now?

A Yes, after I was terminated. "You heard this

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one? The reason those systems were written off the books is because they were trading them for drugs."

Q So you knew at the time you were working there that the systems were being written off but you didn't know why?

A No, I didn't even know to what extent they were being written off, I'd just heard of a couple of cases and at the time, I didn't know know they were written off. I knew a lot of money was owed. And they would use that as an excuse, "Here's why we can't give you a pay raise" or "Here's why we're late on expenses, we have ten dealers that owe us money and they owe us a million dollars. And if those dealers would pay us that million dollars, then we could do all of this stuff here." I knew that dealers owed us a lot of money, I did not know that they selectively were just writing some of them off as uncollectable for one reason or another.

And then after I was terminated -- that's what led to my termination in the first place, Glen Keaver, one of our dealers here in Dallas, he was our biggest dealer in the nation, he was the guy that was beat to a pulp.

Q How did you find that out?

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A Glen and I are good friends. After I was terminated, he called me one afternoon and said, "You know why you were fired?"

And I said, "No."

He said, "Bob, those systems that I was buying, I had to pay cash for them, I mean one-hundred-dollar-bill type cash."

As it turned out, I had, in early '86, I was back in a sales territory, we were just really scraping bottom then, just really hanging on, and I was contacting dealers trying to get orders to keep the company going and to make me some commission because 65 percent of what I made was commission.

And I called Glen, my largest dealer and I said, "Glen, it's time to order."

And he was ordering 50, 60 systems at a time and he said, "Well, Bill Winter, your national sales manager is making me some kind of a special deal."

The end of the quarter, end of the deal, they were always discounting them at the end of the quarter or the end of the year and I said this is one of those deals.

And I called Bill and I said, "Well, are we going

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to get an order out of Glen?"

And he says, "Oh, I don't know." Didn't want to talk about it.

And the next day, my secretary in Kansas says, "Well, did you pick up Bill at the airport?"

"What are you talking about?"

"Well, Bill is down there. He flew to Dallas to see Glen Keaver."

Q He was working for you at the time?

A No, Bill Winters was national sales manager at the time. And I thought it very strange that they would come into my geographic territory and meet with my dealers and not even let me know about it.

Q Was that unheard of?

A Well, as it turned out it wasn't unheard of but --

Q Up until then?

A Up until then it was. I mean if you are the salesman that's in charge of that account, if you're going to make a visit to that account, somebody from your corporate office makes a visit to that account, normally you go with them. But I didn't even know about the visit.

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And so Glen said, "Well, I've already ordered some systems through Bill."

And I said, "Fine, I'll go on about my business doing something else. I'll go call on other dealers."

And the next day I talked to Brenda.

Q Who's Brenda?

A That's my secretary. And I said, "Brenda, just make sure those 50 systems are in the computer and if they're in the computer, I'll get my commission on them."

Those systems never went in the computer. So Brenda goes down the hall and says, "Ed, 50 systems are going to," it's Ed Gibson, "50 systems are going to Glen Keaver and they're not even in the computer."

And he knew they weren't in the computer. What they were doing, they had a dealer in St. Louis who owed them some money, he said, "Come and pick them up."

So what happened was, Ed Gibson goes to the accounting department says, "Write these off as uncollectable, the guy is never going to pay us."

They call a transportation or shipping department, go to St. Louis pick those systems up and deliver them to Dallas.

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So that's what they did. And the cash went back to Kansas City in a briefcase. And when I asked the question about the 50 systems, the next day they sent a man down from Kansas City and fired me.

And then two weeks later, Keaver calls me and said, "Did you know why you were fired?"

And I said,"Gibson hates me, he doesn't like me."

He says, "No, that wasn't why you were fired. " He says, "You were asking too many questions about the wrong thing."

Q Who were you asking questions of about this?

A Well, through Brenda, my secretary, she'd asked questions about those 50 systems. And see, they were selling those and the cash was being funnled back to Kansas City in a briefcase. As much as $50,000 or $70,000, I forget what the number was, went from Glen to --

Q Glen Keaver?

A Glen Keaver, went to Ed Gibson, and Bill Winters was their bag man. Where the money went, who knows. And that's what really got me all fired up.

And then I called Jim Tyre who's on the board of directors, and told him, I called Jim on March the 27th of

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'86, told him what happened, and I said, I thought to myself, there's a bunch of crooks up there, Jim Tyre's going to get the board members together, they're going to go up there and clean house, and I'll be called back. Jim Tyre never even called me back.

Q So how soon was it you were fired after speaking to Mr. Tyre?

A Oh, I was already gone.

Q So you were already gone at this point?

A Yeah, I was fired in February, February the 6th, I think, my birthday. And then after I found out what I found from Glen and then I researched it a little bit more, then I called Jim Tyre on March 27th.

Q I see.

A And I said, "If there's anybody on the board of directors," because it was my understanding that he had about $2 million in the company, quite a bit of stock. He said, "Well, thank you for calling me." And hung up and to this day I've never heard again from the man. But apparently he knew a lot, and but --

Q Why did you happen to see Mr. Tyre; there were several board members, wasn't there?

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A He was the only one that had any stock in the company, for one; he was the only one I'd ever met, only one I knew. Bob McKay in California, I didn't know, and Mr. Dwight Blackwood, Dr. Blackwood; he was powerless. He was just a yes man. You know, he didn't necessarily go along with everything Bud said but he had absolutely no power to do anything.

And if I would have called Doc Blackwood, he would have picked up the phone and called Jim Tyre anyway. So I felt like Jim Tyre was the most powerful man on the board of directors, and at the time he could have probably bought the company if he have wanted to.

So I said that's what I'm going to do and it wasn't, wasn't too many people on the board of directors I could really trust anyway. He did supposedly launch some kind of investigation that got Gibson and Bill Winters fired, because Glen Keaver had taped conversation, a telephone conversations, but they never did implicate Bud. And Gibson, four or five months later, was finally terminated and so was Bill Winters.

Q You say that Mr. Keaver was beaten up?

A Glen had another run-in with Birdview Satellite,

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he found out what they were doing, they were -- Security Pacific out of Chicago was an asset based lender or accounts receivable lender. Once they typed up an invoice, for units to be shipped, then they could take those invoices and get cash, and they were apparently typing up invoices and weren't shipping the systems. And one of them had something to do with Glen.

So they were trying to strong arm him, get him to pay, he owed them like $90,000 at the time. And he didn't pay them because the systems that he had received were not new systems, but were refurbished systems.

So he calls Security Pacific in Chicago and tells them what Birdview was doing. They're recycling systems. About two days later, Glen was out mowing his back yard, and two goons, two big goons -- and Glen, he probably weighs 275, he's a little overweight, but he was sitting there mowing his lawn and these two guys walked up to him, and broke two or three ribs and just really beat him up pretty bad and told him, they was bringing him a message.

Q Did they say who the message was from?

A Didn't have to. I think they said something to the effect, "You don't the know who you're messing with."

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And he says he knew who it was from.

And he called Marshall Lee who was Birdview or Bud Ross' attorney, and Marshall Lee said he'll get it taken care of and we never heard anymore, we never heard anymore on the beating. But Glen and I figured out that either Bud flew the boys down from Kansas City or he made a call to the Desert Inn in Las Vegas and they sent a couple of their local collectors out to do it.

See, Bud is owned by the Desert Inn in Las Vegas. He's a heavy gambler. I knew a friend from his days in Custom, says he was with Bud one night, they flew out there in his Learjet, he dropped $250,000, just like that.

But during the trade shows, we'd always or sometimes we'd go over to the Desert Inn to eat and there would be 15 or 20 of us sales reps and he said, "I'm going to feed all of you." And everything he ate and drank at the Desert Inn was always comped, I mean there's no charge for it. But they could be having like the Consumer Electronics show and Bud could walk into the Desert Inn and they wouldn't have a vacancy of any kind, and he could walk, he could ask for one of the pit bosses, and anything Bud wanted, he got it.

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MR. BLESSINGTON: I'm going to introduce another exhibit.

(Summerville Deposition Exhibit No. 6 marked for identification.)

Q (By Mr. Blessington) It's a two page document, Mr. Summerville. Can you tell me what you see there?

A Yes, four checks, made to Charles A. Ross, check No. 7690, for $20,000.

Q And that's on?

A 12-21-83.

Q And the next one?

A Check No. 7734 is for $5,000, on 12-23-83. And then you have Check No. 7722 for $15,000, on 12-22-83, and check No. 8480, for $20,000, on 1-27-84.

Q Now these were all checks from Birdview?

A From Birdview Satellite.

Q And there's no indication of what they are for on the check face. Do you have any idea what they'd be for?

A I haven't the foggiest notion. This 12-23-83 might have been a Christmas bonus, two days before Christmas. No, I have no earthly idea. It's strange that two of them are signed by two people and two of them are

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signed just by one.

Q Let's go through that. 7690, the first one on page one, is signed by?

A Esther Oliver.

Q And she's one of the people that worked --

A She just works in the accounting department, apparently has power to sign checks. And the other one, 7722 is signed by Esther Oliver, also. The other two checks are signed by both Dave Hamilton and Doris Dettweiler.

Q You don't have any idea of why different people sign checks?

A No, I was guessing that they came from different accounts. But looked like they were both -- all the same account numbers. I thought we had a manufacturing account and a marketing account and a transportation account but these are all from the same checking account. I don't know why some of them require two signatures.

Q And these are all made out to Charles A. Ross?

A All made out to Charles A. Ross.

Q Well, they don't appear to be payroll checks, do they?

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A No. If I'm not mistaken, payroll, I think our payroll checks came from Kansas City Bank or something that, you know, that does all the computations.

Q Is this the kind of check you receive, for instance?

A This kind of check for my expenses, if I -- it was always separate, it was always a different looking check than my payroll. My payroll check was a two part, it had all of my FICA and all the other computations on it.

Q And when you would receive an expense reimbursement check, would there be an indication of what period of time it was or some other indication of what it was?

A Yeah, it would usually have expense statement and then the weekend date, like 5-22-88 or something like that.

Q Well, for the moment, let's get back to the period of time after you were terminated after uncovering this information.

A Okay.

Q At that point, you decided to do a little research?

A Right. I had absolutely nothing else to do. I

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owned -- over a period of time, I owned like 22,000 shares of stock in the company, Birdview Satellite. And sold a condominimum at one time and put $15,000 in it. To a lot of people, maybe it wasn't a lot of money. To me it was quite a bit of money. And I felt like I owned part of this company. And of all the stock I ever owned in the company, I never sold one share. I wished several times now that I had but I didn't, because we would always, we'd have good months and then we'd have bad months, peaks and valleys, and the stock pretty much followed the same pattern.

And in '85 we were getting promises that "Next year, sales are going to be $155,000. This industry is just going to go through the roof. And our company because some of the streamlining around some of the things we're doing, we're going to control the market." And you realize later that that was just a bunch of hype. We could have -- actually we needed to do 155,000 -- 155 million, we needed to do thast much just to continue to pay for some of the programs that Bud Ross had put in place.

But most of the insiders, Bob Owens and Bud Ross, after I did my research I found out that I probably owned more stock than all of them put together because they were

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unloading their stock. I had found out that Bud Ross used his stock as collateral -- now some of my stock was what's classified as 144 stock. You have to hold it for a period of time before you can sell it.

And Bob Owens and Dave Hamilton told me I had to hold it for two or three years. So I felt like I was stuck with it and couldn't sell it anyway. But I found out later that I, you can actually sell 144 stock, it just keeps the what's called the legend on it but you can actually sell it. And I sort of blame them for letting me get into that predicament.

As it turned out, most of the people unloaded their stock in '85, all the what I refer to as the insiders. But I held on to my stock. I owned a piece of the company. I was there when the company started, I was going to do what I could to get the company going again, if nothing else, to get the crooks out of there.

I felt like after I was terminated what Birdview needed was an enema, I mean it needed one bad and they just really needed to clean house. And I felt confident that Jim Tyre was the man to do it. He's a very powerful man, had a lot of money, and supposedly had $2 million in the

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company.

So I started my program to get the people ousted. And I told Jim when I talked to him, I said, "I know this is going to sound like it's coming from a disgruntled ex-employee, but I was terminated and I want to tell you the reason why I was terminated."

And I said, "There's some things going on that you need to investigate and find out about."

And he listened to me. He never made any comments, he just listened to what I had to say. And I told him everything that I had found out at the time. And because he never called me back, I had heard through the grapevine that they did an investigation, they did catch Bill Winters with cash in his briefcase, and he and Ed Gibson were fired. But they didn't do anything to Bud Ross.

And that was puzzling to me because Gibson at one time back in '85, said, "We're setting up a slush fund."

Now, he never explained what a slush fund was, he said to help pay some of Buds gambling debts. And Bud, I guess you'd call him a gambleholic, the man will gamble, and Gibson, and that's during a period of time that Gibson

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would actually speak with me.

Q What time was this?

A Huh.

Q What time was this?

A Early '85. He had just been promoted; after he got promoted, see I hired Gibson and I trained him; he's a little older fellow, he's in his 50's, 54, 55, but when I had the western region, I was doing 68 percent of the company's business, he was doing 32 percent of the company's business. And when it came time to make promotion, well, he was already moved to Kansas City and got on Bud's good side.

I told him Bud's weakness. Buds weakness is Andy. He thinks the world of Andy. He can't, didn't care for Stan and I told Gibson one afternoon, I says, "If you'll take Andy under your wing, Bud will do anything in the world for you. So immediately Gibson sort of adopted Andy as his son. And so immediately Bud just took up with Mr. Gibson.

Q And did Gibson later fire Andy, is what you told me?

A No, Andy at that time wasn't on the payroll.

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Andy is his young son, leads a rock and roll band or something in Kansas City. But Gibson, I felt like he wanted me terminated because at the time, I was doing 68 percent of the company's business. That year I had made commission, that was '85, I had made [redacted]. And to my knowledge, Bud was the only person making any more than that, I thought he was making [redacted] at the time. But I was contributing, I was doing my fair share of contributing.

And when I was terminated I was puzzled by it all, because you need sales. If you're going to terminate somebody, you start at the bottom and the people that aren't productive you get rid of them and you keep the ones that are productive. So I was very confident that I was going to be brought back on board. But after my conversation with Tyre, it didn't seem like that I was going to be brought back.

So I spent the next six to eight months just trying to piece the puzzle together, figure out as much of it as I could. And every time I uncovered one rock, there would be two more under it, it was just absolutely amazing at some of the schemes and the shenanigans that they

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pulled.

Q And you, during this research, found out about some political contributions?

A That's when I first heard about the political contributions. Most of the people involved like Steve Small, Steve Phillips, I did not talk to them after I left the company. They weren't somebody that I really associated with. I talked to Bob Owens, I talked to Bob Farley.

Q Who was Bob Farley?

A Bob Farley is an accountant.

Q And he worked for David Hamilton?

A Worked under David Hamilton but he only stayed about six to eight months. Once they got to Kansas City, accountants just came and went. They didn't stay very long. But it was during Bob Farley's stay that he told me how much, he said Bud had received over half million dollars in expense advances.

I still think to this day if you read the last 10-K report, a 10-K is a filing with the Securities and Exchange Commission, it's supposed to be filed within 30 days after the end of a year, their fiscal year ended March

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31st of '86, my conversation was with Tyre on March the 27th of '86; the 10-K filing didn't come out until the following July, although it was due I think in the end of April.

The 10-K filing, they exposed a lot of the wrong doing in the 10-K filing. But I think the attorneys made them put that in there just because my conversation with Jim Tyre. I think that they would have -- wouldn't have exposed any of it or even talked about it. But they knew it was going the come out and I think it was just in an effort to sort of cover up or make it look like they were cleaning their own house, so to speak, which they really weren't.

But by the fall of '85, I am convinced now that there was so much wrong doing and so much corruption, so much theft, that they had to force the company into bankruptcy, they had to force the company into bankruptcy and hope that they could just burn all the books. That's their only way, because if they kept the doors open and kept the books open, they were going to be found out.

So right after Bob Owens left, they just started eating seed corn, is what I refer to eating seed corn, just

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stealing and selling off every asset they could find.

Q And what did you hear about political contributions or discover relative to political contributions?

A Not a whole lot, other than what Bob had said. He said that in one conversation, that Bud sort of leaned on people to make political contributions, but he wouldn't elaborate. The way I took it to mean, all the executives in the upper office, they would make a political contribution or lose their job, you know, "You will make a contribution." I was never, I was never asked by Bud to make a contribution and never did make a contribution.

Q Did you discover anything relative to reimbursements of political contributions during your research?

A No. See, I had no way of knowing, bonuses -- I never received a bonus of anything. I had salary plus commission. And I never realized that anybody was getting bonuses. The company wasn't making any money. Why would anybody be getting bonuses? Normally a bonus is something you reward people with a bonus if the company is very profitable.

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Q So you never heard about expense accounts being used to repay people for political contributions?

A No. No. Bob Farley, my conversations with him, I -- it's possible that by '85, you know, all the political contributions had stopped. Maybe they'd made the limit. Now, I did see a couple of names that did not appear in the paper. In the paper, they mentioned several people. I saw a partial list; I saw the name of Ronda Ross.

Q Ronda Ross is --

A Bud's daughter.

(Brief recess.)

Q (By Mr. Blessington) We just took a short break, and we will be moving into the home stretch here. Now earlier Mr. Summerville, I had inquired as to your conversations with Bob Owens after both of you had been terminated from Birdview about political contributions. And I believe I addressed the point of reimbursement for political contributions that he made to the Dole campaign. Do you recall any mention of reimbursement of the contributions he was supposedly forced to make?

A The conversation that Bob and I had, he was relaying the story that Bud said that, "We're having a

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get-together at my home, political contributions, you know, a dinner, if you will." He said, "I want all executives to come." He said, "I want you to come and contribute $2,000."

I think that's the maximum.

And Bob told him that that he had with a school function to go to for his little girl and he says Bud flew off the handle and he said, "Oh, hell, Bob," says, "Put it on your expense account."

Q Do you recall his mentioning when this occurred?

A No, I don't. It had to have been -- well, had to have been before Bob was fired; let's see, Bob was fired in July of '85, so I would expect that to be in '84 sometime.

Q Could it have been for instance in December of '83?

A It could have been. Yeah. Very well could have been.

Q He didn't say that the function his daughter was in was a Christmas pageant or anything like that, did he?

A No, he didn't say.

Q Also during our break, you apparently went through your notes and got the name of that pilot we were

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talking about earlier. Could you just state his name for the record?

A His name is Connie Graft. He is a pilot from Chanute, Kansas.

Q And that relates back to your conversation about the --

A The conversation about the plane.

MR. BLESSINGTON: Okay. I'd like to introduce Exhibit 7.

(Summerville Deposition Exhibit No. 7 marked for identification.)

Q (By Mr. Blessington) All right, Mr. Summerville, as you can see, this is a copy of a handwritten note of some sort. Can you tell me what you can make out?

A It looks like just something scratched on a note pad, Stephen Small, $2,000 and $3,000; Dale, looks like Galemore, 2,000, 3,000; and then Dave Hamilton, 2,000 and 3,000.

Q And under that there's a date?

A "6-30-84, P/R, entered as second check, bonus less $2,000 adjustment." And the initials, I don't know who's initials, look like A.M.

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Q A.M. Do you have any idea what P/R would stand for? Payroll would it be?

A Yeah, I think that's payroll. Well, I don't know. That would be as good a guess as any.

Q Now, I know you're not a handwriting expert.

A No.

Q But do you recognize the handwriting there?

A No.

Q Would you take a look at Exhibit 6 again; Page 1, the copy of Check No. 7734, and of the two signatures there, the top signature of is of -- can you tell me?

A David Hamilton? Uh-huh.

Q Does that look like that could be the same handwriting?

A Well, the third name on here is David Hamilton. You know, like -- I'm not a handwriting expert but, boy, it sure like like that's a signature and that's a signature. I would say yes, it's in Dave Hamilton's handwriting.

Q Okay. And again, you indicated that next to each of these names there's $2,000 in one column, $3,000 in another column,?

A With a "B" over it and I just assume that that

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"B" stands for "Bonus."

Q And then there's an arrow pointing and it says "ded, to $2,000".

A I guess that's deduct. And then there's another number, [redacted] I don't know, that might be a check number or something. I don't know.

Q That appears to be some kind of an accounting code?

A Yeah, an accounting code it could be.

Q So it appears that these individuals may have received a bonus of $3,000?

A With an adjustment of $2,000.

Q With an adjustment, perhaps that it could have gone down to $2,000, that the amount they would actually receive would be $2,000?

A Well, no. It says entered as second check, bonus less $2,000 adjustment.

Q Bonus less $2,000 adjustment?

A So it was $3,000 bonus, less $2,000 that they took away from it, so they netted a thousand dollars is the way I understand it.

Q Okay, And again 6-30-84. Were you familiar with

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a Roger Mason?

A Yes.

Q How did you know him?

A Roger Mason was -- when I went to work for the company, he worked in the transportation department. He was primarily in charge of loading the trucks and make sure the trucks got out own schedule. Distribution manager I think was his title.

Q And that was back when you began?

A That's when I began.

Q And did he progress in the company?

A Oh, yes. He was distribution manager and he and Bud go back a number of years. And he had, when I left the company, he became president of the company. But he was distribution manager and then he became vice-president of distribution, and then he may have had another title change or two but he came president when Bud Ross resigned in '86.

Q Did you talk to him very often?

A Not very much. Especially after I was terminated. And my conversations with Roger were just business related.

Q Was he considered -- or pardon me. Did you know

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him to be very close to Bud Ross?

A He was very close to Bud. I would say, when the company first started, he was as close to Bud as Bob Owens was, maybe even a little closer. Roger was -- well, I guess you could say Bob Owens was a white collar type and Roger Mason was a blue collar worker type, you know, he worked out in the trucks and not as well educated but well thought of by Bud.

Q And you indicated earlier that Bob Owens' relationship with Bud Ross deteriorated?

A That's correct.

Q Do you know if Roger Mason's stayed fairly constant?

A It stayed constant and probably got better, because he elevated him to president when he stepped down.

Q Did he become president before you left?

A If I'm not mistaken, Roger was promoted about February of '86. And I think that's when Bud stepped down.

Q So it was right around the same time as your leaving?

A Uh-huh. Well, that's correct.

Q So it would appear that he was still maintaining

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a good relationship with Bud Ross and in fact became president?

A Became president. As I understand it, his salary went to over -- I heard two or three rumors, it went over [redacted] So he was the highest paid executive. I think he became the, when Bud left the company, he was one that he trusted well enough that he left him behind to just sort of burn -- sort of "Burn the place when I leave."

MR. BLESSINGTON: I'm just going to introduce another document.

(Summerville Deposition Exhibit No. 8 marked for identification.)

Q (By Mr. Blessington) It's a three page document. Do you think you could describe that for me in general terms?

A Looks like two letters from Dave Owens to Charles "Bud" Ross.

Q Apparently, signed by Dave?

A Signed by Dave, yeah.

Q Well, one is dated November 15th, 1983, and that is on page one.

A It looks like Dave is requesting a check for

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$10,000 from Dave Owen in which he will receive Republican Senatorial Trust as a membership. Oh, I can renew my membership. Apparently Dave Owen is going to become a member of something.

Q Or maintain his membership in something?

A Or maintain his membership in something and Birdview is going to pay for it, or Charles A. Ross is going to pay for it.

Q Have you ever heard of the Republican Senatorial Trust?

A I've never heard of it.

Q That's fine. Thank you. Is there anything else you recall in the general area of political contributions and reimbursements involving Birdview?

A No, I wish I could tell you more.

Q Okay. Well I'd like to just close out the proceedings today. As I indicated earlier, by statute this is a confidential investigation. And it must remain so until the Commission is finished. You have an opportunity to read and sign your deposition or you can waive that, it really doesn't matter to us. You can let us know?

A Oh, I don't need to sign it if it's not mandatory

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that I do it.

Q It isn't.

A Okay, I won't sign it.

Q I'm going to leave the deposition open in the chance that I need to speak to you again.

A Okay.

Q The likelihood is we'll probably be able to resolve any further questions if there are any, informally.

A Okay.

Q And one more matter that we have to deal with, and I indicated earlier that you would get you your mileage and witness fee check and I'll do that when I get back to Washington.

A That's fine.

Q Well, thank you for being cooperative.

A I wish I could help more.

(Deposition adjourned.)

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THE STATE OF TEXAS:

COUNTY OF HARRIS:

I, R. Patrick Tate, CSR #1730, Notary Public in and for the State of Texas, do hereby certify that the facts as stated by me in the caption hereto are true; that the above and foregoing answers of the witness to the Interrogatories as indicated were made before me by the said witness after being first duly cautioned and sworn to testify the truth, the whole truth and nothing but the truth, and the same were thereafter reduced to typewriting by me or under my direction and supervision.

I further certify that the above and foregoing transcript of proceedings, as set forth in typewriting is a full, true and correct transcript of the proceedings had at the time of taking of said deposition.

In testimony whereof, witness my hand,

this, 5th Day of May, 1988.

R. Patrick Tate

My Business address is:
1616 Esperson Building
Houston, Texas 77002
My current certification
expires: 12-31-88

R. Patrick Tate CSR #1730
Notary Public in and for
the State of Texas
My Commission Expires: 06-27-89

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MCC# 9210

TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

FEDERAL ELECTION COMMISSION

- -x
:
IN RE: :
:
MATTER UNDER REVIEW NUMBER 2582 :
:
- -x

DEPOSITION OF STANTON ROSS

Kansas City, Missouri

Wednesday, April 20, 1988

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF STANTON ROSS, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 20th day of April, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

RAYMOND J. THIBAULT, R.P.R.

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463.

The Respondent appeared pro se.

Also present was Mr. Jeffrey E. Long.

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STANTON ROSS,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MR. BLESSINGTON:

Q. This deposition is being taken pursuant to a Federal Election Commission subpoena issued in connection with an investigation under Section 437g of Title II of the United States Code. The statute provides for confidentiality of this investigation while it's ongoing. The matter is designated Matter Under Review 2582.

My name is Daniel J. Blessington and I'll be representing the Commission today along with Susan Beard. Also from the Commission today observing the deposition is Jeff Long. I thank you for your graciousness.

A. No problem.

Q. Could you please state your full name.

A. Stanton Edward Ross.

Q. Now, Mr. Ross, you have a right to be represented by counsel today. I noted that there is none here.

A. That's correct.

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Q. But you're aware of your right to be represented?

A. That's correct.

Q. I'm going to give you a brief explanation of what we're going to do today. I'm going to ask questions designed to elicit information regarding possible violations of the Federal Election Campaign Act. Now, you are a respondent in this case. There are other respondents as well and the questions that I'm going to be asking are not necessarily going to be related just to yourself.

A. Okay.

Q. The court reporter will take down everything that is said. It will be typed up and a transcript will be produced. In the interest of clarity, please try to provide verbal answers to all questions rather than shaking or nodding your head.

A. Okay.

Q. Please treat the proceeding as if you were testifying in a court of law in front of a judge and jury, and remember that you're under oath. If you don't understand a question, if you don't hear me completely, or if you need a

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break, please tell me. If you wish to qualify the course of the deposition you realize you gave an inaccurate or incomplete answer to a question, let me know and I'll give you an opportunity to correct or amplify the record.

A. Okay.

Q. What is your home address?

A. Currently it is 12558 North Petzold, P E T Z O L D. That's in Olathe, Kansas. That's 66061.

Q. What is your marital status?

A. Married, two kids.

Q. And what is your spouse's full name?

A. Merett Serene Tarpley Ross.

Q. Might want to get the spelling later. What is your current occupation?

A. Self-employed.

Q. And what type of business do you engage in?

A. Well, I have a little greyhound kennel in which I'm a major owner. I'm president, chairman, so and so forth. I also still have some involvement in a radar detector, in the technology of it, which is currently in the

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stage of hopefully going to production. I am now getting involved in a company called National Safety Association, and that's a water purifying company.

Q. So are you consulting with companies? Is that it?

A. No, I just pretty much do things on my own, usually have an involvement or an interest of ownership in whatever I do.

Q. So you're putting money into some of these things?

A. Well, for instance, Ram Kennels, there's approximately $25,000 put in there in which maybe $1,000 of it is mine, so I -- usually what I do is I'll do the services. They'll put up the funds and in that situation there's third partnerships and I have an option to buy up to 80 percent of the stock either through the company or myself. I own a third currently.

Q. Do you work out of your house?

A. Yes, I do.

Q. Do you have a college degree?

A. No, I do not.

Q. What is the highest level of education

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you've attained?

A. I've graduated from high school.

Q. Now, in preparing for this deposition have you talked to anyone?

A. No, I have not, as far as legal counsel? Is that what you mean?

Q. No, anyone at all.

A. I've had it -- I have mentioned that I had been subpoenaed to my father, to Roger Mason, to just friends, that I had to go -- my mother, family. As far as preparing, I mean, you know, no advice.

Q. Well, I'll probably get back to that a little bit later.

A. Okay.

Q. Were you ever employed by Birdview Satellite Communications, Incorporated?

A. Yes, I was.

Q. And when did you begin?

A. I believe it was in March or April of '81. You can correct me if I'm wrong.

Q. '81?

A. Yeah.

Q. How does June sound?

A. That's fine.

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MR. BLESSINGTON: I think I'll have this mark as an exhibit. As Ross Exhibit No. 1.

A. I had a distributorship in the satellite industry before I went to work here.

Q. (By Mr. Blessington) Could you tell me what you're looking at right now?

A. Well, it's just my personnel transaction.

Q. And under service date, it indicates --

A. June 15th, '81.

Q. So does that seem like the time that you started?

A. Yeah, yes.

(Whereupon, S. Ross Deposition Exhibit 1 was marked by the reporter for identification.)

Q. (By Mr. Blessington) When you began work at Birdview, what position did you hold?

A. At the very beginning I did whatever was needed to be done. I believe there was only maybe eight of us employed. My first title, I believe, was, oh, sales -- as a sales rep.

Q. And who did you work for?

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A. My immediate boss was Robert Owens.

Q. Was he your first immediate boss?

A. I believe so.

Q. Did you work closely with your father in the early stages?

A. Oh, in the early stages in the forming of it, because, like I mentioned, in the early -- January or February of '81, we went to some satellite trade shows together and -- myself and another gentleman named Bill Frye and I believe possibly Steve Phillips. I'm not too sure on Steve on that. When I had my distributorship, I had a variety of different products in which -- that I handled throughout the State of Kansas.

So there was times that they would want to know what the competition was doing and so forth to get an idea on what they needed to do to be competitive. And I said, "Well, this is what's out on the market." So there were times when I worked with him.

Q. Just for the record, could you identify your father and what his relationship to Birdview is?

A. Yes, he's Charles Andrew Ross, Bud

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Ross.

Q. And he was the moving force behind the creation of Birdview?

A. That's correct.

Q. But the first supervisor you recall is Robert Owens?

A. That's correct.

Q. And at that point what was Mr. Owens's position?

A. He came into it, I believe, as vice president of marketing, and then was later named executive vice president. He was the second man in charge, at least in the marketing division.

Q. When you first started at Birdview, how much money were you making approximately?

A. Oh, I believe I was on a salary of around $25,000, you know, plus commissions. I honestly don't recall.

Q. And did you get a raise?

A. Yeah, had numerous raises.

Q. Again, if you'll take a look at the personnel transaction, Exhibit 1 --

A. Uh-huh.

Q. -- it indicates that on 9-1-83 you had received apparently a pay increase from

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$1,500 -- I assume that's a month.

A. That's correct.

Q. Plus commission to $2,500 a month?

A. That's correct.

Q. Now, when you got that $2,500 figure, were you still getting a commission?

A. There were times yes and no. I believe at this time is when I was advanced up to a general sales manager. At that time my responsibilities changed quite a bit to where I was not out in the field. So as -- there were incentives not as a monthly commission, but there would be perks, you know. If we could do so many sales this month, then we'd get a bonus or something. So there were times that I would receive a commission.

Q. And would that be reflected on your paycheck?

A. I believe so.

Q. Would it be a separate type of a check you would get?

A. I honestly don't recall.

Q. Now, in December of 1983 was your supervisor still Robert Owens?

A. I believe so. Now, there was a

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situation where there was -- there were two gentlemen that came in underneath Bob Owens which came in as the title of national sales manager. Both of these gentlemen did not work out and were let go or one individual was put back into the field. So I don't recall the exact time when I was underneath those two individuals.

Q. Can you tell me who they were?

A. Yeah. One of them was Bob Summerville. He came in as national sales manager. He's out of Texas. The other individual, I believe his name was Skip Lesser. He lasted about three months.

Q. But you can't be certain of the time?

A. No, I sure can't.

Q. And they would have been in between you and Mr. Owens --

A. Right.

Q. -- in the line of authority, if you will?

A. That's correct. I would say that probably -- if I wasn't reporting -- during that time if I wasn't reporting to Bob Owens, it would have probably most likely have been Bob

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Summerville. Okay? Because when I did come in as general sales manager, that would have been after Skip Lesser had already been let go, because I was a field rep at that time.

Q. I see. Do you know a Roger Mason?

A. Uh-huh, very well.

Q. Did you ever work with him at Birdview?

A. Never had anything to do with his departments. He was involved in transportation in the very beginning, so there was times that we worked alongside of each other. But I never reported to him, nor did he ever report to me.

Q. I'll ask the reporter to mark this as Ross Exhibit 2 and I'll give you a copy --

A. Okay.

(Whereupon, S. Ross Deposition Exhibit 2 was marked by the reporter for identification.)

Q. (By Mr. Blessington) -- to take a look at. Let me know when you're ready to answer questions.

A. Okay.

(Brief pause.)

A. Yeah, I have received one of these.

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Q. (By Mr. Blessington) There is a one-page document and there are copies of two checks, both sides of two checks.

Could you please describe the first one to me?

A Yeah, it's an expense reimbursement for a very long period of time in -- which I recall, because I've never been known to turn in my expenses exactly on time. So that's the reason it got that size. The second one was an expense advance, I believe, to go -- there was time when to save funds and there was a need for my services to be in Las Vegas for consumer trade shows, that instead of taking one of the drivers off the road and have him go out there and stay a week and wait and drive back, I would drive the equipment out there. So those -- that was an advance towards going out to Las Vegas.

Q. So that's Check No. 7906 you're talking about?

A. Yes, yes.

Q. With a date of 1-3-84. And in essence, you're saying that you got $1,500 to cover the cost of your trip out there?

A. That's correct.

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Q. Now, did you fill out an expense report after this?

A. Uh-huh.

Q. And that would be deducted from --

A. That's right.

Q. -- the total amount?

A. That's right.

Q. Is that fair to say?

A. Yes.

Q. Now, is that the only travel you were doing at that particular time frame of, let's say, December and January, December of '83 and January of '84?

A. I believe so. That's the only -- the trade show that I would have driven to, there was a period of time where it was like we had a trade show every two months, whether it be in Chicago, Nashville or wherever, and I drove to more than one on more than one occasion.

Q. Now, if we go back up to the first one, 7753 --

A. Okay.

Q. -- there's a notation at the top. Can you please tell me what that says?

A. Well, that -- I believe it's -- it's

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abbreviating expense reports from 8-13-83 through 11-26 of '83.

Q. And do you know if there was anything involving travel that was included in that amount?

A. Sure there would have been.

Q. What kind of expenses?

A. Virtually all of it would have been, you know, travel or the entertaining of dealers that might have came to town. It all would have been in expenses in travel or entertainment.

Q. And so it could have been an advance you might have gotten on this one as well?

A. No, this one wouldn't have been an advance. It would have stated so. No.

Q. So it's your testimony that this is the only travel that you can recall, the Las Vegas trip in the, oh, I'd say, December, '83/ January, '84 period.

A. Yeah. During that time, I would say yes. Well, I take that back. That is the period of time in which they have the consumer electronics show. As I recall, there was a year that they had the satellite convention like two weeks before that show, because I recall us

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taking out the equipment and actually just storing it because we were going to be right back out there.

Q. Do you recall where it was at this time?

A. I honestly don't.

Q. What did you call it? The consumer electronics show?

A. Yeah, it's the largest electronics show in the country, maybe the world. But it's held like the first week in January. And then our consumer electronic -- or our -- it's called space satellite for private and commercial earth stations, something along those lines. Their convention was, I know, within like a two-week period of time. And I don't recall if it was this particular year or not.

Q. Is there any way of finding that out? Not necessarily today.

A. Well, yeah, I would think so. I would think that Birdview would probably have some information on that, on trade shows that they had attended.

Q. Well, we'll leave that for the time being.

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A. Okay.

Q. Are you active in politics?

A. Not very much at all. I mean, I have individuals who I like and don't like.

Q. Have you ever volunteered in a political campaign?

A. Don't believe so.

Q. Have you ever contributed to a candidate?

A. Sure.

Q. Can you tell me when and to whom?

A. Not particularly when, but I have been a supporter of Bob Dole for president on a couple occasions. I don't recall supporting really anyone else other than him.

Q. Do you have any idea of roughly the time that you might have contributed to Senator Dole's campaign?

A. The only thing that I have to go on is what -- we were able to find some copies of checks, and I believe that was in late '83. Merett has copies for you.

Q. Oh, she does?

A. Yeah, if you'd like to get them.

MR. BLESSINGTON: Could we go off

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the record for a moment.

(Whereupon, a brief recess was taken.)

MR. BLESSINGTON: Back on the record.

MR. BLESSINGTON: We've just taken a short break to obtain a document that was produced by Mr. Ross today. And we just had copies made of it. I'm going to ask that this be made into Ross Exhibit 3.

(Whereupon, S. Ross Deposition Exhibit 3 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Mr. Ross, you can take a look at this. I'm sure you've gone over this before.

A. Yeah.

Q. And can you describe what you are looking at in front of you?

A. Right. These are two campaign contributions. One, the check at the top, No. 15, was made by Merett, my wife.

Q. That's Merett's signature there then?

A. That is Merett's signature. I believe that I made one at the same time. And then the bottom check, 1038, is Dole for Senate, two

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tickets. I think he was having a dinner and -- which we went to. And I don't recall even -- actually even going after we made the donation.

Q. And that is your signature?

A. That is my signature, yes.

MR. BLESSINGTON: I'd ask that this be made into Exhibit No. 4.

(Whereupon, S. Ross Deposition Exhibit 4 was marked by the reporter for identification.)

Q. (By Mr. Blessington) What I have in front of me and what I'm going to have you take a look at is Exhibit 4, Mr. Ross, is a copy of the 1980 Dole for Senate Committee, committee's January 31 year-end report. There are four pages, selected pages. He filed a bigger report than this, but this is on the public record in Washington.

A. Okay.

Q. And it will indeed confirm that both you and Merett made contributions at roughly the same time.

A. Uh-huh.

Q. The date indicated is 12-16 at the bottom of Page 3.

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A. Okay. Is hers on --

Q. And on the top of Page 4 --

A. Okay.

Q. -- under 12-16 -- that is you, is it not, Mr. Stan Ross?

A. Yes, it is.

Q. The check indicates Stan E. Ross.

A. I sign everything Stanton E. Ross and sometimes they'll -- it'll just be Stan Ross or my check will even be Stan Ross, an error or something. This is in '80?

Q. It's the 1980 Dole committee.

A. I'm just curious on our checks being '83. That has no bearing?

Q. Well, it may have a bearing frankly, but Senator Dole ran for re-election in 1986, I believe, and this was one of these transition years. Oftentimes what will happen is a previous campaign committee will ultimately just become the new campaign committee.

A. I see.

Q. So the Dole campaign was still reporting as 1980 Dole for Senate Committee at the time.

A. Okay, but the dates on the

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contributions do match the checks?

Q. Yes.

A. Okay.

Q. And the -- if you can see down at the bottom of Page 1, the report was filed on 1-31-84.

A. Okay.

Q. That can be confusing.

A. Okay. Do you guys need this?

Q. Now, can you tell me the circumstances of your contributions to the Dole committee in December of 1983?

A. Yeah, Bob Dole was very supportive of -- I guess it would be the first amendment freedom of speech. And that also means freedom to receive. We were concerned at the time that we would not have an individual that would have at least a say in Washington that understood our industry a little bit and just was going to let them all scramble everything, which they finally did. But Bob Dole was one of the individuals who supported the rights for home satellite systems and so forth. And I liked his thinking.

Q. When you say "we," who are you referring to?

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A. Myself mainly, my wife, my family, because . . .

Q. When you say your family, you mean your father --

A. Well, not so much Bud because, I mean, he's always -- does well. I mean, the guy is very intelligent. But with me doing well, I was hoping to be able to help out, my brother, my sister, my mother, stepdad, so and so forth.

Q. Did you discuss making these particular $1,000 contributions, both yours and your wife's, with Bud Ross?

A. I don't think there was a discussion. I told him that I would like to make some kind of contributions to Bob Dole because I supported him and I honestly didn't know how to go about it. Because this was one of the first times that I had made a contribution. And so if anything, I might have asked him, "How do I go about it?"

Q. Was your father active in raising funds for the Dole campaign at the time?

A. I don't believe so. I believe he was, you know, approached in regards to making donations. But as far as him actively going out

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and -- you know, I don't recall.

Q. But did he raise the issue with you initially?

A. No, he did not.

Q. Are you aware of anybody else at Birdview during this same period of time that made contributions to the Dole campaign?

A. I'm not -- I know there's individuals that did, but I can't -- I don't recall who they are and at what time they did, you know.

Q. So in December of '83 you can't really recall who might have made contributions?

A. Well --

Q. You can qualify any answer.

A. Well, that's what it would be. I believe, for instance, that Roger Mason might have made a contribution. Steve Phillips, Bob Owens, maybe some of the other top key players that had stock involved in the company. I know there was more than just myself.

Q. Were contributions to the Dole campaign a subject of conversation --

A. No.

Q. -- of any --

A. No, no.

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Q. Was the issue of scrambling and Senator Dole's support of Birdview's position, if you will, ever discussed?

A. The way it was discussed was the fact that Bob Dole, Senator Goldwater and different names had came up who were supportive of the freedom to receive the satellite signal without it being scrambled, and I'm not even -- I think Nancy Kassebaum was even one of them that was in support of assisting, because we were a Kansas company bringing some good revenue to the state.

Q. But you don't recall any specific conversations relative to making contributions to the Dole campaign?

A. No, not relative to making contributions. But there was occasions when conversation would have been made that Bob Dole argued on our behalf -- and when I say "our behalf," I mean the industry -- in support of not scrambling.

Q. Are you aware of any financial support that may have been given to Senator Dole's campaign by Birdview itself?

A. Not -- as far as the company, I can't honestly say that I am aware of it. Now, as far

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as the individuals that I'd mentioned earlier, I knew they did, but I don't know about the company actually doing anything. I would imagine they probably did.

Q. When you and your wife made these contributions in December of '83 to Senator Dole, how much money were you making?

A. I honestly don't know. I'd have to refer back to --

Q. Go right ahead.

A. -- the sheet. As far as payroll, $2,500 a month plus any, oh, incentives that there might have been. I don't -- I don't know without looking at a W-2 what I actually made in '83. At that time I had very few expenses. As a matter of fact, I think I even had my car sold because I had a company vehicle at the time.

Q. You weren't married at the time, were you?

A. No.

Q. Were you planning on it?

A. I don't recall. We got married in February of '84, and I -- we might have been planning on it at the time.

Q. Had you been giving serious thought to

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getting married?

A. Yeah. As far as actually asking the question, I don't know if that had been done yet, but we dated for five years before we got married, so there was a lot of talk about it.

Q. Did your wife work at the time?

A. I believe she did.

Q. Let me clarify that for the record. I mean prior to her being your wife in December of '83, was she working?

A. December of '83, I don't recall whether she was or not. That was during a transition time when she did quit her job due to the fact that she was getting ready for the wedding. And so I don't know -- I don't know that I'm the one qualified to answer that question when she exactly quit.

Q. But it was somewhere --

A. Months before that, she was working, yes.

Q. Months before that?

A. Yeah, I mean, in September I'm sure she was working, October.

Q. And approximately do you know how much money she was making?

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A. I honestly don't know.

Q. The point I'm getting at obviously is --

A. Sure.

Q. -- that a thousand dollars is a good sum of money.

A. Yeah, it is.

Q. And if you were making somewhere in the area of [redacted] -- let me introduce another exhibit.

A. Okay.

MR. BLESSINGTON: This will be Exhibit No. 5.

(Whereupon, S. Ross Deposition Exhibit 5 was marked by the reporter for identification.)

Q. (By Mr. Blessington) I'll give you a copy of it.

A. Okay.

Q. It's a two-page document and there are a number of copies of wage and tax statements of Birdview employees. I'm interested in the center one on the first page.

A. Okay.

Q. Can you tell me what that --

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A. Well, I believe this is my W-2, which shows that in '83 -- let's see. The date -- I don't see the date on it, but I imagine that's what it's pertaining to.

Q. It's a 1983 statement, imprinted at the bottom.

A. Oh, okay. And I made almost $29,000. 28 eight.

Q. In the year 1983?

A. Right.

Q. And in December of '83 you gave, yourself, a contribution of $1,000 --

A. That's correct.

Q. -- to the Dole for Senate campaign. Now, when did you say you got married?

A. I think I got married in '84. I better -- February of '84.

Q. The --

A. I notice that.

Q. The check you provided to me today indicates Merett Ross and it's a December 15th, 1983 check. I'm just a little confused.

A. Well, the only reason being is we were already pertaining -- getting ready to get married and everything, and she might have made

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it out -- as you can see, the check at the Bank of Commerce, it's a new account. And she was probably on the account as Merett Ross because we went ahead and got our checking turned over.

Q. And this would have been, you recall, in advance of your marriage?

A. That's correct.

Q. But nonetheless, it indicates her name is Merett Ross there?

A. Right.

Q. And somewhere around this time your wife or soon-to-be wife quit her job before the marriage?

A. Uh-huh, that's correct.

Q. Now, to the best of your recollection did Merett Ross decide on her own to contribute $1,000 to the Dole campaign?

A. I believe so. She's been a strong supporter of Bob Dole for a long time, and her brothers -- her brother-in-law, I should say, is House of Representative Bideau at the capital.

Q. You mean in Kansas?

A. In Kansas. And they have been, I believe, the party leaders in that Chanute area in which we lived at, at the time, you know, for

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many years, in regards to Bob Dole.

Q. So do you recall discussing this particular contribution with your wife or fiancee?

A. I'm sure we talked about it. I don't recall the exact conversation or anything, but I'm sure we did. It's something we'd discuss.

Q. Were you concerned at all about the amount of money this was?

A. No, 'cause I had a good amount of stock interest in the company and -- I mean, you can look at my track record. I usually -- if I'm going to go after something, then I really need to do whatever I can to make it happen. And it was a concern to me more that scrambling would be an issue more than a thousand dollars. Because I'm sitting there -- I think I had at the time 20,000 or 200,000 shares before the reverse split, which had a market value maybe at that time of anywhere from $200,000 to $60,000. In the very beginning, it got hyped so much before we even had product -- so to me, that meant a lot. And I also believed that I was going to be making substantially more money in '84, and which I did.

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Q. Did you see these contributions that you and your wife made as being directly related to your job?

A. No, not to my job, but to the industry, which would in turn have -- had some effect on the outcome of, you know, what the company's potential could be.

Q. Well, you just said that, you know, when you want something, you go after it.

A. Sure.

Q. Did you consider this an investment of sorts?

A. Well, the way -- yes and no. I'll clarify it. What I'm saying is that Bob Dole was supportive of the satellite industry. So I looked at it as an insurance policy that I think he is -- he believes just like we vote on whoever we believe in the most, I believe he was looking after what was probably the best interest on my behalf. So that was the reason for making a contribution.

I also believed in Senator Dole in a lot of other areas. I mean, I still would today support the man. He cannot do a single thing for me today. But I've been a -- I don't want

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to say a fan, but a supporter, not financially, of Bob Dole for a long time.

Q. Do you recall when discussing the contributions with Merett Ross if she was concerned about the amount of money involved?

A. I'm sure she was. She's pretty tight with her money. But I think she also believed in me and the fact that, you know, we had a lot ahead of us, potential ahead of us, if we could just work hard and everyone could pull their own weight. And we had a few good breaks.

Q. Is it fair to say that you suggested to her that she contribute a thousand dollars from your joint account?

A. I think -- I think it's fair to say that I said I was going to do it and I left it up to her to make up her own mind from there.

Q. Did you suggest it?

A. I don't believe so.

Q. Did she say, " "Well, that sounds like a good idea to me; I'll do it too"?

A. I agree. That's what she said. I don't recall the exact phrase but --

Q. No, I'm not asking you to recall the exact phrase, but I'm saying --

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A. Right, because I did it is the reason she made the contributions, too.

Q. But did you suggest that she might also want to make a contribution?

A. I would say yes, I probably did. I probably told her that, "Here's what I'm going to do. If you want to, it's up to you." That's how I would have said it to her, that I'm going to do it.

Q. And do you recall her being at all, again, concerned about the amount of money that was involved here? Essentially you were about to get married and it was $2,000.

A. I don't know, because -- you know, I don't think she -- she comes from a family that's very, very conservative with the money. And she's been involved with me, in which I have seen riches and poors. And she might have blindly just accepted it and never really worried about it too much. So I don't know that it was a big worry to her or not.

Q. But did you indicate to her that, "Don't worry about the amount of money here; we'll have plenty"?

A. Oh, yeah, of course. I told her I'd

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take care of her, you know.

Q. With respect to this specific amount?

A. With respect to me being a good provider for her and our family. But not to the fact that -- just to get right to it, as far as that she would be reimbursed or anything of that lines, no, I never did.

Q. Did that question even come up?

A. No.

Q. You're sure of that?

A. Positive.

Q. Not simply with your wife, but with anyone else?

A. Positive, never came up.

Q. Who was Gunilla Ross?

A. That's my step-mom.

Q. And did she work at Birdview?

A. There were times -- I don't know if she was -- I think she was on the payroll a couple times. There's incidents where she came in to either do secretarial work or the receptionist work. Several times she was there active. She's been active in -- at Birdview.

Q. Do you know if she made any contributions to the Dole for Senate campaign?

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A. I don't know. You know, from what I hear, I'm sure she has.

Q. What do you mean, from what you hear?

A. Well, I mean, just from what I read, that her and my father had made numerous amounts of contributions. And I'm sure she has.

Q. Who is Ronda Ross?

A. That's my sister.

Q. Could you spell Ronda for us?

A. She spells it R O N D A.

Q. Do you know if she ever made any contributions to the --

A. I don't know.

Q. -- Dole campaign?

A. I don't know.

Q. Do you ever discuss making contributions with her?

A. No, not with Ronda. Our family went through a divorce and so -- included all the kids. I mean, I was the only one that left and went with Bud after a -- a year or so after the break-up. And so it was -- I was involved in the business and Ronda was involved in her life, school. I think she was going to school most of the time. So I don't know that she's ever made,

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you know, any kind of contribution.

Q. Can you tell me where Ronda lives?

A. She lives in Kansas City, Kansas, I believe, or at least that county, whichever that would be. She's getting married Saturday. So I don't know their new address and everything.

Q. Do you know the current address?

A. Well, I mean, they're already living with each other and everything. No, I do not know the address.

Q. You do not know the address?

A. No.

Q. Do you know the man's name she's marrying?

A. Uh-huh, it's Dan Dumovich. Don't ask me. I have no --

Q. Dan Dumovich?

A. Dumovich.

Q. I think we can probably figure out something.

A. Yeah, good.

Q. And you think that's in Kansas City, Kansas, or --

A. Yeah, he's a fireman for -- I think it's Wyandotte County. And so they have to live

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actually in that county. It's off of Leavenworth Road, in that area, off of 435 north, out there towards Lawrence.

Q. Okay, thank you.

A. He might know what I'm talking about.

Q. So is it fair to say you just haven't spoken to Ronda that much in the last couple of years?

A. Yeah, we talk all time, but never --

Q. You do.

A. -- in regards to business. I mean she's got her family. She's had a little girl and usually that's all we talk about is family stuff. Most of the time when I do see Ronda, it's around -- we're always together at my mother's. So it's -- we don't discuss business because it is a situation in which my father's involved.

Q. So you can't recall ever discussing any contributions --

A. No.

Q. -- to Dole with her?

A. No.

Q. Have you ever heard any reports of Ronda's having contributed to the Dole campaign?

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A. No, sure haven't.

Q. Do you know if she likes Senator Dole and could contribute?

A. I don't know if she's -- I don't know how active she is in politics, so I couldn't answer that, who she supports.

Q. Getting back to the contributions that both you and Merett made, how did you make them? Did you put them in the mail?

A. Well, I believe the one contribution was at a dinner which we had with Senator Dole.

Q. Was that in December of '83?

A. Boy, I don't recall. I believe it was.

Q. And where was the dinner held?

A. At my father's house.

Q. How many people attended, approximately?

A. Oh, 12 maybe.

Q. And Senator Dole was there?

A. Yes.

Q. So on that occasion you would have handed it to Senator Dole or --

A. I think I handed it to Dave Owen.

Q. Dave Owen was there?

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A. Uh-huh.

Q. So presumably you know Dave Owen?

A. Yes, he's an investor in my electronics company.

Q. Did Mr. Owen ever discuss making contributions to the Dole campaign with you?

A. No, I approached -- as I recall, I approached him, I believe, and said, "Look --" I think he was the reason -- after talking to my father, I said, "I'd like to make a contribution to Dole. What do I do and everything, you know? I want to be supportive of it, too." And he said, "Well, let me get in touch with Dave."

Dave is an old friend of Bud's. And so Dave just said, "Well, we'll put together a dinner and you can just show up at the dinner. It's going to be, you know, everyone just show up and you can make your contributions then." I said, "Okay."

Q. Did Mr. Owen have a role in the campaign at the time?

A. I believe he did. I mean, he's been supportive of Dole and helped, I believe, raise some funds for him for many years.

MR. BLESSINGTON: I think we'll

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take about a five-minute break.

(Whereupon, a brief recess was taken.)

MR. BLESSINGTON: We'll go back on the record.

Q. (By Mr. Blessington) We've just taken a short break. I want to remind you once again that you are still under oath.

A. Uh-huh.

MR. BLESSINGTON: I would like to have marked as Exhibit 6 a one-page document, give you a copy of it to take a look at.

(Whereupon, S. Ross Deposition Exhibit 6 was marked by the reporter for identification.)

Q. (By Mr. Blessington) It consists of copies of two checks, the backside of one check and a tissue copy -- copy of a tissue copy of a voided check.

A. Okay.

Q. Can we start at the top and work our way down?

A. Sure. With regards to the first check, you know, travel advance, that's --

Q. It's a check made out to whom?

A. Made out to myself, reference travel

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advance, sum of $2,000. That's all possible, so and so forth. I noticed that she tore -- made a tear where name was.

Q. I think if you look up above the to the order of, you'll see why she tore that.

A. 200 -- oh, she wrote that for $200 and put in the amount of $2,000. So that one was basically tore out.

Q. And that's a Birdview Satellite Communications check?

A. Uh-huh.

Q. Do you recall getting this check?

A. Honestly, no, I do not. There was more than one occasion in which I got or would receive a check for advances to go to different places.

Q. Now, this says "travel advance" and the date is 12-22-83.

A. Correct.

Q. I believe you testified earlier that you do recall around that period of time having made a trip to Las Vegas.

A. Correct.

Q. Do you recall any other travel that you made?

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A. Well, this might be the year in which there was two trips made actually to Las Vegas, because of the two conventions were being held out there. What would be helpful, if I knew a list of the shows. There were times I went up to Minnesota, you know. Again -- in Nashville, versus different places which I've driven to. So this advance, I don't -- I can't recall on which occasion this could have been for.

Q. Well, let's go down the page a little bit.

A. Okay.

Q. You can see the next item on the page. It's a copy of a tissue copy of a void check.

A. Yes.

Q. As you can see, somebody wrote "void" across it?

A. Correct.

Q. Presumably because of the discrepancy between the printed amount and the written amount.

A. Okay.

Q. And the next check is numbered 712. Could you just describe that for me?

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A. Well, it's a check reference travel advance in the sum of $2,000 and made out properly to myself.

Q. Again, from Birdview?

A. From Birdview, on 12-22 of '83.

Q. But you don't remember the circumstances?

A. No, I do not. I would imagine it was in regards to going to a trade show.

Q. Now, with respect to the earlier item I questioned you on, the $1,500 advance -- I believe you still have a copy of that in front of you. That's Exhibit No. 2.

A. Uh-huh.

Q. You had fairly good recollection of what that was all about.

A. Due to the fact that it's referenced that that was the funds needed to go to Las Vegas. It's very possible that -- and it's dated 1-3-84, which makes sense. That's the time in which they always had that consumer electronics show. But it's very possible that this might have been on the 22nd, a show in which -- the one up in Minnesota or Chicago or wherever, Nashville, one of those that I had

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driven to and which I would have gotten advances.

Q. Would shows such as you indicated typically be held between Christmas and New Year's?

A. Oh, yeah, because people -- especially in that industry, because people would I don't say that as their vacation time, too. I mean, they'd take holidays and days off and so and so forth. I believe -- as a matter of fact, I recall one being like set up on the 27th. I mean, it was where I had to leave like on Christmas night to go to the show.

Q. But again, you can't recall this. You're just speculating as to all the different things it might have been?

A. All the different shows that I went to, I cannot pin down because it does not say what show I might have been going to at this time.

Q. Is it possible that it could have been for anything other than travel?

A. No.

Q. Not possible?

A. Other than -- well, it's referred

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to -- travel advancements, and knowing people like I do, Doris and them, they're very good bookkeepers. And if it was pertaining to expenses in regards to entertainment or whatever, it would have stated so. But this would have most likely been an advancement to another trade show.

Q. When you refer to Doris, who are you referring to?

A. Doris Dettweiler. She was one of the head ladies working at Birdview in the accounting department. She wasn't the department head.

Q. Now, this is an advance payment?

A. That's correct.

Q. So presumably this would have been deducted from a subsequent expense report that you filled out?

A. That's correct.

MR. BLESSINGTON: Like to have marked as Exhibit 7 a one-page document.

(Whereupon, S. Ross Deposition Exhibit 7 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Again, I will

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give you a copy, Mr. Ross, and ask you to take a look at it.

A. Okay.

Q. Can you describe that document for me?

A. Well, this was a form they started circulating to keep better track of everything, I believe. What it is, is a check request dated 12-22-83.

Q. That has indicated the date needed?

A. Right. For Stan Ross and for -- reason for request, travel advance. Amount, $2,000. Account coding. Requested by D K H. Now, I believe that would be Dave Hamilton. And then I believe that's approved by the initials of Doris Dettweiler.

Q. So that looks like a D D to you at the bottom?

A. D W D, something like that.

Q. D W D, the woman who signed the check which appears to be related to this request?

A. Yeah.

Q. Now, you're familiar with this check request form format?

A. Yeah, they got to that point to where -- Dave Hamilton came in as -- not vice

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president of finance but to work directly underneath Ed Hackerott, and I believe he's the one that started this so that he could keep better tabs on cash advances, whatever the reasoning would be. I think they said any amount above $500 had to have a check request.

There was -- for instance, there was times at which a -- there would be a dispute with a satellite dealer. And we would settle up and say, "Look, okay, we know this stuff showed up bad or whatever, we'll knock off $100 for each unit." So we would have to go to Dave Hamilton to get this approved. And if he would approve it, then we went to Doris and it was just executed. Okay? Once Doris got one of these check requests, she executed it.

Q. And the "requested by" printing -- and there's a blank line next to it which has been filled in with the initials D K H.

Are you suggesting that D K H would always be filled in there?

A. No, because -- well, Ed Hackerott might be authorized to make a request. Bob Owen certainly. The department head.

Q. Supervisors?

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A. Supervisors, I believe, were the individuals that could request.

Q. On a travel advance, do you ever recall Mr. Hamilton specifically requesting an advance on your behalf?

A. On more than one occasion.

Q. On more than one occasion?

A. Yes.

Q. Who else would have done that for you?

A. Oh, possibly -- there might have been a situation when during the short time that Bob Summerville was there, that such a thing would have occurred. Bob Owens could possibly request it. Those would have been the only ones on my behalf.

Q. Would it be more likely for someone in the position, again marketing vice president, such as Summerville and Owens, to make such a request rather than Dave Owen?

A. No, because what it is -- I didn't go -- I'm assuming. What I usually do is when I would have a situation like this -- there was a period of time when Bob Owens was going to have a kid. They were going to have their third child. They didn't want to have it in Chanute.

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Bob is gone. I mean, he says, "Look, we're going to move to Kansas City." So he moves on up here.

So there was a time in which -- and I don't -- I'm not saying that this is the time, but there were times in which I had to do what I thought was the best judgment and go to Dave Hamilton and say, "Dave, here's what we have to do. You and I got to make this decision because Bob is not around." And that would happen. Or what would happen is a lot of situations where it would be Bob Owens and we'd just say, "Look, Stan needs such and such amount for this trade show and get it for him." That would be verbally said.

Well, Dave Hamilton is the one that fills it out. I think if you'll notice a little bit in the -- maybe I'm wrong -- the similarity in the writing, that Dave's probably the one that filled out the whole thing and then Doris went and just signed off on it. But that's -- that's the way it flowed most of the time.

Q. So you indicate that that may have been the case in this instance and that this $2,000 may have been for some travel to one of a

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number of different places, but you just don't know for sure?

A. Right, numerous places I've driven to. As far as whether or not it was actually Bob Owens saying, "Dave, this is what Stan needs," or Bob Summerville saying, you know, "Address it to Dave," then that I do not know. In most situations I always went to who was my supervisor.

Q. And Dave Hamilton was not your supervisor?

A. That's correct.

Q. And you would have brought a blank form to somebody? Is that --

A. No, I never had any.

Q. You never had any.

A. So what I would do -- take that back. There came a time in which check requests were available to myself. Okay? But I could not get it without approval. I did not have -- I mean, I could fill it out, but it had to be requested by someone other than myself in the accounting department. Okay? But in most situations there was times when Dave Hamilton and I would sit down and say, "Look, how are we going to handle

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this problem?"

Whether it be a dealer problem, a problem with distribution or whatever it might be, during this time as I came on as general sales manager there in the home office -- the whole reason for that was we had grew so fast. I mean, we're doing three years of product and we're up to 20-some million and we have 1,500 dealers out there. I mean, we're talking about a company that does everything. We manufacture it, distribute and everything. But they didn't know what was going on. So I came in to do that.

So there was a lot of times where Dave and I would sit down and say, "Look, here's how we got to handle the distribution problem, or whatever problem." There were times that I probably requested, but I had to have someone else's -- someone else sign it.

Q. Now, this $2,000 that you received on December the 22nd, 1983, coming a fairly short time after you and your fiancee, wife, made the $2,000 contribution to the Dole campaign.

A. Uh-huh.

Q. Can you state categorically that there

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was no connection, none, between --

A. No.

Q. -- the contributions that you both made and the money you received?

A. None whatsoever.

Q. And you can say that categorically even though you're not really certain of where it is you might have traveled?

A. Yes.

Q. And how is it you say that?

A. The reason I say that, I was never reimbursed -- never had any carrots put out in front of me for making that contribution to Bob Dole, nor would my wife have any reason. She was not even involved in Birdview. And I know for a fact -- I mean, there's no way that this could be associated with it.

Q. You say your wife is not involved with Birdview. However, she was your wife, soon to be your wife, and you were certainly involved with Birdview?

A. Sure.

Q. And you even indicated earlier that you thought one of the reasons that she contributed was because of your views on your

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advancement, your professional career?

A. That's true.

Q. But you can't tell me what that $2,000 was for?

A. It was for travel advance. It was a travel advance in regard to most likely going to a trade show. That's what it was for.

Q. Most likely to a trade show, and you don't know what the trade show is?

A. No, I honestly don't.

Q. Is there a way you could try to find that out?

A. The only way I would be able to find that out would be through Birdview. And to be quite honest, with them being in 11 like they are, and now there is even a trustees involved that -- it might be difficult for me. I think it would be easier coming from your office.

Q. Don't bet on it.

A. So that's -- to answer your question, I don't think I can find it out.

Q. So there's no other way you could try to reconstruct -- I mean, did you go to these trade shows with other people?

A. Yeah, I went to -- I mean, there was

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numerous area reps that would meet me there. Then Bob Owens would come in. Frank Forslund would come in. Different individuals would meet for the setup. You know, December of '83, that was really when things -- I mean, they started really licking in the satellite industry. '84 was a great year, you'll recall. And then -- so, you know, there was a lot of trade shows going on. There was times that we did our own trade show for dealers and stuff that I would set up for.

Q. Now, you indicated, I believe, at the outset of this deposition after you were subpoenaed to appear that you did discuss the matter with some individuals. Can you tell me who the individuals were?

A. As far as discussing, all I did was I mentioned that I was subpoenaed. For instance, when I received my information it was later than usual because of the fact that we had just moved. So it went to the old address and finally we got it. And I never mentioned anything to my father for three or four days. Well, Roger Mason and I are pretty good friends.

Q. Can you identify for the record Roger

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Mason, please?

A. Well, he's -- he -- he's been involved in companies with Bud for -- since, I believe, back in '76. He came on as a young boy. He's a hard worker. Roger and I became pretty good friends. And he at the very last took over -- I mean, he climbed up the ladder from transportation to being the president of Birdview at the very last.

So Roger and I, he is -- he invested in a project that I tried to do on a radar detector, electronics company. He invested in our greyhound company that we still have, and we've talked several times.

We talk very little about Birdview, due to the fact that there were a couple individuals that did some things wrong at Birdview, got let loose and -- nothing to pertain to this, but I'm one to believe that, you know, hey -- you know, I know they messed up and what they did is wrong and everything, but they're still my friends. Well, there's a conflict of interest because I consider them friends and Roger is also a friend and Roger has to go after them for money they owe the

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company. Long story. So we talk very little about Birdview. And --

Q. Do you see him often?

A. Oh, I used to quite often when we both lived in Chanute, you know, more than once a week, but now -- I'll see him at the wedding. He might go up to the greyhound track with me this Sunday. You know, that type of situation. But he's -- he's no longer involved in Birdview other than on consulting and he's now in Neodesha, Kansas, involved in a company.

Q. But you do talk to him from time to time?

A. Yeah, we're good friends.

Q. Okay, getting back to this particular situation, you indicated you spoke to him about --

A. I told Roger --

Q. -- the subpoena?

A. Yeah, I told Roger -- we were talking about the dogs, one thing or another, and I said, "Roger, man, an opportunity came up on some dogs and there's no way I can put in any more money," so and so forth. I said, "Things just ain't going too good."

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I mean, I've been self-employed. I tried to start a new company and I've really just, you know, went flat broke. At the point that if I didn't believe something was going to happen in the next couple of months, I would have to seriously consider bankruptcy. So far I'm able to work with everyone.

Anyway, Roger knows that and Roger has even loaned me money once in regards to my company I was trying to start and another occasion in regards to a greyhound. And I talked to him about things just ain't going good and everything else and I said, you know, I -- my father is very opposed to my greyhounds. Because he doesn't think that it'll ever amount to anything.

But nevertheless -- so I told him, I said, "Hell, I don't even bring this up to him." I said, "Let alone, I don't even want to tell him that I got subpoenaed the other day. I mean, he's got a lot on his mind, other than worrying about one of the his kids getting subpoenaed. So I never said anything."

Truth of the matter is, I think three days later Roger said something to him and Bud

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called me up and said, "I understand you got subpoenaed, too." I said, "Yeah, I did." I said, "No big deal. I've talked to Susan a couple times." I said, I've got to go to it and told him when I had to go to it and that was it.

Q. How long was the conversation?

A. Probably 30 seconds.

Q. 30 seconds? You were subpoenaed in connection with a matter involving Birdview?

A. Uh-huh.

Q. Your father was the founder and president of Birdview and you worked there several years and you only spoke about it for 30 seconds?

A. Yeah. Long story, but there's several times I'll mention that -- you probably have heard that I call my father "Bud." And it's much more of a friend relationship or a one-on-one relationship than it is a father and son or that I'm worried about this or I'm worried about that.

Since this will remain confidential, before the subpoena and everything my father and I even got into a fist fight. So nothing to relate to anything other than family. And so we

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don't -- we don't talk too much, be quite honest. All our conversations are very short. I've seen him once -- I say, I've had him -- I went over to dinner to his house once since I've lived up here. And he lives six-seven miles away. So it's a different relationship than most.

Q. Did you provide him with any materials?

A. No.

Q. You're quite sure of that?

A. Yeah.

Q. Do you want to think about it a minute?

A. No.

Q. You provided him with no materials that were sent to you with respect to the subpoena?

A. He was -- the only thing he had an interest in is he was curious about when my date was and everything else and what they were charging me with. I said, "Oh, it's just the same stuff they're probably charging you with." And he numbered off some numbers. And I said, "Well, mine doesn't read that way. They think I

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have violated something." Or they have reason to believe, however it was worded.

Q. It was reason to believe.

A. Yeah, so -- and he said it -- he said, "It sounds like to me they're already accusing you." And I said, "No." And he said, "Well, all right."

Q. So you did compare what the possible -- what the charges were?

A. Yeah, he wanted to know whether or not I was accused. I said no, I wasn't. I said, "You know, it's just they suspect that -- have reason to believe, so and so forth. We don't have anything -- don't worry about it. I know that I would never receive -- I know why you --"

My exact words were, "I know what they're doing. They're going basically off of what they've read in the paper." And the fact that Senator Dole is the one that asked for your all's department, I believe, to look into it. And I said, "I have nothing to hide. They can find whatever they want to find. I never was reimbursed for any campaign contributions, nor did you ever twist my arm or anyone to make a contribution."

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Q. You said that to your father?

A. Yeah. Said, "Don't worry about it," so and so forth.

Q. What did he say?

A. Cut short. Well, he's going through a rough time. He said, "I don't know. This whole thing is becoming a mess." I said, "Well, don't worry about me."

Q. Now, you never really told me what you discussed with Roger Mason prior to his informing your father. You talked about greyhounds but --

A. Yeah. Probably about the same thing. Truth of the matter is, I told Roger -- I said, "Hey, Roger, I got mine today." And he didn't -- I guess his was sent over to his Ft. Scott address. And so Roger said, "Well, when are we supposed to be there and everything else?" And I said, "Well, you're supposed to have stuff returned by such and such if it's like mine."

I told him, "You got to have -- they want to know if you received anything, just the basics." And he said, Well, "I better get over to Ft. Scott." He took off for Ft. Scott that

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night to get his because he was, I think, probably late in responding also.

Q. Did you talk about it again with him?

A. I talked to him about it today. I talked to him in regards to him coming up to the wedding and us going up to the greyhound track. And I said -- I said, "Well, today's my big day. I get to go to --" I joked that this is the first paycheck I'm going to get in about a year. You know, you pay for this.

And he said, "Oh, is that today?" And I said, "Yeah." I said, "When was yours? Haven't you went yet?" And he said, "No, I bet it was up today, too." Anyway, he didn't recall when his is and I reminded him of it.

Q. Did you send any materials to --

A. Huh-uh.

Q. -- Roger Mason?

A. No, I did not.

Q. Now, with either Roger Mason or your father, Bud Ross, do your discussions about our investigation center around making sure that everybody was on the same wavelength in terms of stories?

A. Not at all. The way that -- at least,

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this is my feeling. I'd just as soon not know anything other than what I know now. I don't want to know anything else. And if there was any wrongdoing, then, you know, it's something that's news me and I really don't care to talk to him in much detail, you know, about it.

Q. Now, you indicated you spoke to your father very briefly about reimbursements.

A. Not about reimbursements.

Q. I believe your testimony indicates --

A. Well, what I said -- what I said is, "I know what they was going after." "Yeah, you're correct." I said, "I know what they're going after and that is what was written in the paper about this and that we were reimbursed, and that is not a fact."

Q. And what did your father say about that specific point?

A. He said, "I know." He said, "This thing is turning out to be a big mess."

Q. Is that all he said?

A. Yeah, yeah. He's --

Q. Did you discuss any payments that you received in late December that might look suspect?

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A. No, not at all. Not at all. I -- although I was considered management at Birdview, very seldom did Bud and I, you know, have any involvement. I mean, I listened to Bob Owens or someone like that and that's who I took my orders from. That's the way it's been in the past before. I mean, he had an electronics company that I worked underneath a lady and I got fired. He didn't know it for three days. And he owned the company. You know, it's -- it's strictly business.

MR. BLESSINGTON: I'm going to ask that this be marked as Ross Exhibit 8. Once again, I'll give you a copy of it to look at.

(Whereupon, S. Ross Deposition Exhibit 8 was marked by the reporter for identification.)

(Brief pause.)

A. Okay.

Q. (By Mr. Blessington) Could you describe what you have in front of you? It is a one-page document.

A. Well, I believe this is what was used in accounting to keep track of expenses of the reps and other employees that might have had --

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worked on expenses. And it shows advancements, turning in of expenses, so and so forth.

Q. It's entitled at the bottom Accounts Payable Vendor Ledger; is it not?

A. That's correct.

Q. And at the top is a space next to the printing "vendor name." In this case it says "Stan Ross expenses."

A. Correct.

Q. So presumably this ledger was utilized to pay vendors but was also used for expenses?

A. Yeah, what they would do is they slide this underneath the check, and as they write the check, it would then carbon through onto this form here. That's how they kept track.

Q. So who would prepare something like this?

A. Well, I believe a lady named Esther -- and I don't know her last name -- was the ones that actually wrote out a lot of the checks. She was just a lady in bookkeeping.

Q. You didn't have any involvement in actually preparing this type of thing?

A. No, no.

Q. Were you given copies of it for your

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records or --

A. No.

Q. Well, in any case, will you just take a look at a couple of items there.

Your name is mentioned repeatedly in lines down the page?

A. Correct.

Q. There's one entry, the second entry, appears to be 12-22-83, Stan Ross, Check No. 7711 C, for $2,000.

A. Uh-huh, that's probably relating to the check that was written and then voided out that you have as an exhibit.

Q. And continuing down two more lines, the fourth line, it indicates Stan Ross, 1-3-84, and that says "Las Vegas advance." Does it not?

A. That's correct.

Q. And that must be for the check, I would suspect, that we discussed earlier?

A. That's correct.

Q. $1,500. I just wanted to clarify what that piece of paper was.

A. Okay.

Q. Let me just try to sum up a little bit, Mr. Ross.

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A. Okay.

Q. In December of 1983 you and Merett, you believe, were planning to get married.

A. Uh-huh.

Q. You were making roughly $28,000-$29,000 a year at that time?

A. Salary. That's correct. You know, I did -- I don't have my income statements, but I might have made more than that in stock deals.

Q. I see, but in terms of salary, it was $28,000-$29,000 a year?

A. Yeah.

Q. Your fiancee was just about to leave for a job or had left for a job?

A. Correct.

Q. And on December the 15th, 1983, the both of you made $1,000 contributions each to the Dole for Senate Committee. And on December the 22nd, 1983, you received a check from Birdview in the amount of $2,000. There are indications of it being travel expense, travel advance, but you can't recall any other specifics about it. Does that fairly sum it up?

A. I think you're summing it up correctly, but as far as relating the two

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together, that is not correct. I'm just -- something came to my mind that I would like to refer back to.

Q. Yes.

A. You asked me in regards to check advances and everything else?

A. I notice here on the personnel transaction on 9-26-83 --

Q. What exhibit are you referring to?

A. I don't know which one you have it as. It might have been the first one.

Q. Which one?

A. That it was --

Q. Let me just take a look at it.

A. That it was prepared by -- at the bottom there, Bob Summerville. So I believe at that time Bob Summerville would have been my supervisor, during this time of --

Q. What does it say?

A. Looks like 9-26.

Q. 9-26?

A. Might be 8-26.

Q. Up above it says eight.

A. Yeah. So anyway, he was now -- he didn't last real long there until he went back

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out to the field. But that might help something, just to clear it anyway. In regards to -- I'm just curious. Maybe I'll throw something up for you to think about.

If I was going to make a $2,000 campaign contribution and if I was to receive any kind of repayment, I still came on the short end then. So why -- what benefit would I have to have wrote a check, or my wife and I, for $2,000 and then to receive back only $2,000 in expenses or whatever it's going to be concerned if -- because -- I mean, I have to justify my expenses. But how would that even justify covering any taxes and stuff, too?

Q. Well, I --

A. I'm just -- you summed it up your way. I just wanted to --

Q. Well, you asked a question, of course, which I'm not qualified to answer. I'm not working for the IRS.

A. Okay.

Q. But it seems to me that the item that I was talking about was a travel advance. If it were not considered income, then it wouldn't be reported and it would be a pretty straight --

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A. I have a feeling --

Q. Quid pro quo.

A. -- I'll probably get audited, the bottom line. I mean, that's the only way to -- be quite honest, you guys make your assumptions, but if they -- well, they have to have expenses to justify the checks. So that would be the key. Just get the records.

Q. Who has to have?

A. Birdview would have to have them. I can't -- I mean, as far as advancements, we showed on that last document --

Q. I would agree with you that Birdview ought to have records --

A. Yes.

Q. -- supporting a lot of things.

A. But on No. 8 there --

Q. Exhibit 8?

A. Exhibit 8, as noted at least at the end of, oh, looks like eight something of '84 my expense advances and any expenses that I might have turned in was at zero. In other words, they ought to have -- they should be able to help resolve the $2,000 travel advance, because they should have expenses to justify that.

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Q. Well, let me just say this: That if there's any way you could help resolve it, we'd certainly be glad to hear from you.

A. Be glad to, because we'd like to get it behind us.

Q. Well --

A. I honestly don't know who you could get in touch with there anymore.

Q. Well, I'm going to conclude the proceedings with that. Under the Commission's regulations you have the opportunity to review and sign the deposition or you can waive that right. It really doesn't make any difference at all to us. If you'd like to take a look at it, you know, for accuracy, that's fine with us.

A. Be quite honest, I never read it the first time. And, you know --

Q. You never read what the first time?

A. Your deposition. Or, I mean, the subpoena and stuff. What are you in regards to?

Q. The transcript that --

A. This transcript that we're doing now?

Q. Yes.

A. No, I don't need to sign it. Doesn't

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matter one way or another, does it?

Q. Doesn't matter to us. I mean, we'll basically treat it as though you signed it --

A. I'm under oath.

Q. You are under oath --

A. Yeah.

Q. -- and there are, as I'm sure you're well aware, you know, criminal violations of perjury.

A. Sure, sure.

Q. Well you won't be making any changes if you don't look at it. I'm now handing you a check in the amount of $76.62, witness and mileage fees. Now, is that a fair amount?

A. Yeah. My first pay day for a while.

Q. Once again, I'd like to remind you of the confidential nature of our proceedings until the Commission closes its investigation. I'm going to leave the deposition open, which means that, you know, I may want to talk to you again at some point.

A. Okay.

Q. It's doubtful right now that I really will, but inasmuch as the investigation is ongoing, I want to retain that opportunity.

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A. Sure.

Q. Possibly if I need to fill in some spots, maybe we can do it informally.

A. Yeah, sure.

Q. That's it.

(Whereupon, it was stipulated by counsel and the witness that submission of the transcribed deposition to the witness for examination, reading and signing is waived and that said deposition shall possess the same force and effect as though read and signed by the witness.)

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C E R T I F I C A T E

I, Raymond J. Thibault, R.P.R., a Notary Public of Jackson County, State of Missouri, do hereby certify:

That prior to being examined the witness, was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this ---------- day of ----------, 1988.

Raymond J. Thibault R.P.R.
Notary Public, Clay County
State of Missouri

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TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

FEDERAL ELECTION COMMISSION

- -x
:
IN RE: :
:
MATTER UNDER REVIEW NUMBER 2582 :
:
- -x

DEPOSITION OF MERETT ROSS

Kansas City, Missouri

Wednesday, April 20, 1988

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF MERETT ROSS, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 20th day of April, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

RAYMOND J. THIBAULT, R.P.R.

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463.

The Respondent appeared pro se.

Also present was Mr. Jeffrey E. Long.

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(Whereupon, M. Ross Deposition Exhibit 1 was marked by the reporter for identification.)

MERETT ROSS,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MS. BEARD:

Q. Can you please state your full name.

A. Merett Serene Tarpley Ross.

Q. Mrs. Ross, have you ever had your deposition taken before?

A. No.

Q. Let me explain to you what's going to happen. The court reporter is going to take down everything we say and we'll be asking you a series of questions. Since the court reporter can only take down words, I'm going to have to have you respond with "yes" or "no" instead of nodding your head yes or no, because he can't take that down.

A. Okay.

Q. And if you don't understand the question I ask or you don't hear me, please let me know and I'll repeat it or I'll rephrase it.

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And if you need to take a break, let me know. And since you just took an oath, you should treat this as if you were testifying in a court of law before a judge and jury.

I notice that you're not being represented by counsel today. Is that correct?

A. Yes.

Q. Do you understand that you have the right to be represented by counsel?

A. Yes.

Q. Can you state what your home address is?

A. It's 12558 North Petzold in Olathe.

Q. And your home telephone number?

A. [redacted]

Q. And are you married?

A. Yes.

Q. And your husband's name?

A. Stanton E. Ross.

Q. And when did you get married?

A. February 4th, 1984.

Q. Are you currently employed?

A. No.

Q. Since the time of your marriage have you been employed outside the home?

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A. For like I think the first eight months I was, before we moved to Kansas City, when we were still in Chanute, at a clothing store in Chanute. I worked there all -- since 9th grade.

Q. Were you working there full-time or was it part-time?

A. Full-time, after I got out of college.

Q. And were you a salesperson or --

A. Uh-huh, made tickets, did some book work, that kind of thing.

Q. Do you remember what your salary was back then in 1984?

A. Thinking three -- minimum, $3.65 maybe.

Q. But it was minimum wage?

A. I think so. Maybe a little over.

Q. And when did you start working there?

A. Well, they have two stores, and I was at their first store for five years, I think, and then I moved across the street to the other store. They have two clothing stores there. And I worked from summer of -- just out of 9th grade. I don't know how old I would have been. 15? 16?

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Q. So going back several years before 1984 then --

A. Yeah.

Q. -- you worked for them continuously?

A. Yeah, uh-huh.

Q. Did you take time off anytime during that time period that you can remember?

A. No.

Q. And you worked full-time once you got --

A. I was in high school and I worked Saturdays.

Q. In 1983 and 1984 were you working full-time --

A. No.

Q. -- or part-time?

A. Because I was in college. So I worked part-time.

Q. When did you get out of college?

A. I graduated in '82 and I went '83 and I took some classes in '84, too, I think.

Q. So at that time were you maybe working part-time?

A. Yeah.

Q. You just mentioned that you were in

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college. That was in '83 and --

A. I don't think I took classes in '84, but I -- it's silly, but I don't remember.

Q. Going back, you mentioned that you were in college. When did you start going to college?

A. Right after I graduated.

Q. From high school?

A. '82, yeah. There's a community college there. It's a two-year.

Q. So you were going to a community college in 1983?

A. Yeah.

Q. But you're not sure if you were attending classes in 1984; is that correct?

A. I can't remember. I may have taken like a few, but I don't remember.

Q. And so then during the first year, 1983, while you were attending college, you were working part-time --

A. I didn't.

Q. -- at the clothing store?

A. Uh-huh.

Q. And then during 1984 you were working full-time at the clothing store?

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A. Yeah, I -- yeah, because after I got married, I didn't go to college anymore. So . . .

Q. In the time period leading up to your marriage in February of '84, were you working?

A. Uh-huh.

Q. And do you remember if you were working then part time or full-time?

A. I think I worked full-time in '84, right before I got married.

Q. So in November of '83?

A. Oh, I was working part-time, because I went to school, yeah.

Q. So maybe January or February of '84 you started working full-time?

A. Yeah, full-time.

Q. So right around the time of your marriage you switched?

A. Yeah, I believe that's right.

Q. And you mentioned that you were attending a community college. Did you get a degree?

A. No, I'm a few hours short of having my B.A.

Q. In preparing for today's deposition

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obviously you talked to your husband. Aside from him, did you talk to anyone else about the fact that you were going to be deposed?

A. My mom and dad. I told them we were going, but that was it.

Q. Did you talk to your husband's father?

A. No. He knew about it but -- you know, I think he called and Stan told him.

Q. Did you talk to him otherwise about it?

A. No.

Q. Did you talk to Gunilla Ross about it?

A. Uh-huh.

Q. Did you talk to Roger Mason about it?

A. Huh-uh, I didn't.

Q. Have you been involved in politics in the past?

A. Not a whole lot.

Q. By "not a whole lot," did you mean anything specifically or --

A. I don't know what --

Q. Have you ever volunteered for political campaigns?

A. I used to help. My mom was on the Democratic women's -- always worked in elections

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in Chanute. And I helped pass out fliers, I think, back in junior high. Nothing major.

Q. Aside from that, you don't recall ever volunteering for a political campaign?

A. No.

Q. I'm going to pass you a document that's been marked as Exhibit No. 1 in your deposition, which should look familiar to you, since you provided us with it.

A. Uh-huh.

Q. And I'd like you to look at that. Can you describe for me what the top item is on the page there?

A. (No response.)

Q. It's a check?

A. It's a check from me.

Q. Can you tell me who it's made payable to?

A. Dole for Senate.

Q. And it's in the amount of $1,000; is that correct?

A. Uh-huh.

Q. And it's dated December 15th, 1983?

A. Uh-huh.

Q. And above the encoding it says

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"campaign contribution"?

A. Uh-huh.

Q. It's handwritten on it?

A. Uh-huh.

Q. Is this whole thing in your handwriting?

A. Uh-huh.

Q. It's not the original, but you wrote the original check?

A. Yeah.

Q. I notice that there's no -- what do you call it? Your name is not printed on the check, and your address, by the bank.

You signed this check as Merett Ross, but this was written before you got married?

A. Yeah, it would have been.

Q. I was wondering --

A. No, no, no, that's not right. It couldn't have been.

Q. Do you want to take a second to think about this?

A. Uh-huh.

(Brief pause.)

Q. (By Ms. Beard) Do you recall anything about this? I was just wondering.

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A. I don't, but it doesn't make sense. Why would I sign it in my married name if I wasn't married yet? Let me --

Q. If you can't recall --

A. I can't recall.

Q. -- why it was done that way, it's no major thing. We were just trying to figure it out.

Can you tell me the circumstances surrounding the contribution that you made to the Dole for Senate Committee on -- did you all of a sudden decide to make this contribution or what happened?

A. They had him over for dinner one night, but I don't -- I think this was after that. We all went to a dinner at Bud and Gunilla's. But that was afterward. I don't remember. We were just -- Stan was getting into politics a little bit and I was, of course -- had just started voting. I think it was my -- '82 would have been my first presidential voting and . . .

Q. You mentioned that your father-in-law and his wife had a dinner at which Senator Dole attended, and you don't think this was made in

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connection with that or you're not sure?

A. No, I just meant we had gotten kind of an interest with him because he knew him and we'd been introduced to him before and, you know, that's the reason for the contribution. I mean . . .

Q. Well, I'm trying to find out why you decided to write this $1,000 check. If you could tell me about if you remember writing it, and the circumstances surrounding you when you wrote it --

A. As far as -- that's what I meant about the dinner. We'd met him. We met him at some point and I believe it was before I wrote this. And we liked him as a person and thought he was, you know -- you know, why else do you make a contribution to someone? Because you think they're a good candidate and could do something worthwhile. I don't know.

Q. Did you talk to anyone about making this contribution? Did you talk to your husband -- well, I guess you weren't married then. Did you talk to Stan Ross about it?

A. Yeah, we -- we both made one at the same time, if I remember correctly.

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Q. Do you recall the conversation that you had with him about making the contribution?

A. No, just -- I mean, it's been so long ago. I can't honestly say what it would be.

Q. Do you recall if he suggested to you that you make the contribution?

A. I'm sure I did on my own free will. I mean --

Q. I'm not --

A. If he was making one, it might have, you know -- well, yeah, I like him, too. I'll contribute. We had the money, you know.

Q. What I'm trying to get out is whether you brought this up initially or whether he brought this up initially?

A. Oh, I imagine he did.

Q. Do you recall anything else about the conversation except that maybe aside from the fact that he may have brought it up initially?

A. I don't. It's been so long ago.

Q. Do you recall if you discussed it with anybody else? Did you discuss it with your parents, making a $1,000 contribution?

A. They're die-hard Democrats and I think I remember telling him that we were going to

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contribute to him. I tell them most everything so . . .

Q. Aside from your parents and your fiancee, do you remember discussing it with anyone else?

A. No.

Q. Any friends?

A. Huh-uh.

Q. Any other family members?

A. Not that I remember.

Q. I need --

A. No.

Q. -- you to say yes or no.

A. No, no.

Q. You mentioned that you said you had the money at the time. You testified earlier that you were working part-time at the time earning minimum wage.

A. Uh-huh, but Stan and I, we dated since high school. And he had a little house and I cleaned it and we -- you know, we've been together for so long we did everything together, did things together, were planning for our engagement, wedding and all that. So it was -- I still don't know why I -- the date confuses

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me, because I don't know why I would have put "Ross" when I wasn't married yet.

Q. Could we take a break, go off the record for a moment. .

(Whereupon, a brief recess was taken.)

MS. BEARD: Want to go back on the record.

Q. (By Ms. Beard) I'm going to hand you a document that's four pages long that will be marked as Deposition Exhibit 2 to your deposition. You might take a second to look at it.

A. Okay.

Q. This is a report, so you know what it is, that's filed by the Dole for Senate Committee with the Federal Election Commission. And it's selected pages from it and this report was filed in January of 1984. And it covers the time period on the front page, covers between July of '83 through the end of December, '83. Do you see that there (indicating)?

A. Uh-huh.

Q. If you go to the top of the last page, it lists a contribution. And if you could tell me what that says, the top contribution.

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A. Do you want me to read it to you, what it says?

Q. Yes.

A. Sorry. Mrs. Stan Ross Merett, Post Office Box 963, Chanute, Kansas 66720, primary, housewife, 12-16-83.

Q. And there's a dollar amount?

A. And a thousand dollars, uh-huh.

Q. So it seems to indicate that Merett Ross made a $1,000 contribution on 12-16-83?

A. Uh-huh. I must have gotten married in '83. Still, that wouldn't be right.

Q. I'm just trying to go back to why . . .

A. To why what?

Q. The check, if you weren't married yet, why you were using Ross, why the check is -- it indicates that you're married.

A. I don't know.

Q. Before you got married did you ever use the last name of Ross in connection with this or anything else that you can recall?

A. Not that I can recall, no.

Q. You might speak a little bit louder.

A. No. Not that I can recall, no.

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Q. We were talking a little bit earlier about the circumstances surrounding your making this contribution, and you mentioned to me that you had a conversation with Stan Ross about making it and that he may have brought it up.

Do you recall anything else about it? You also mentioned there was a dinner.

A. This was after this. The dinner was after that, I believe.

Q. You mean the dinner was after the time you wrote the check or that the check was after the time you wrote the dinner? I'm confused. Which way?

A. I think the dinner was after, but it --

Q. You wrote the check first and then the dinner occurred?

A. Uh-huh.

Q. I need you to say --

A. Yes, but we had met him before, I believe.

Q. I'm trying to get the chronological --

A. We met him -- I believe we met him before we wrote the check, but the dinner was after we wrote the check, if that makes sense.

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Q. Do you recall if you gave this check to someone or did you give it to Stan?

A. I don't remember.

Q. Do you recall if at the dinner checks were being collected from other people? I assume other people were there --

A. Oh, no, no.

Q. -- besides you?

A. No, huh-uh.

Q. Do you remember how many people were at the dinner that occurred?

A. It was Christmas, around Christmastime, which would have been around this -- December. Maybe it was in '83. No, it was just a nice sit-down dinner. There was probably, I don't know, 20 people. I don't know. Maybe more.

Q. And when I mentioned before if checks were being collected, you said --

A. No, not at the dinner.

Q. Checks were not --

A. No, no, it was just a nice, you know . . .

Q. And Senator Dole was at the dinner?

A. Uh-huh.

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Q. Did the subject of contributing to the Dole campaign --

A. No.

Q. -- come up?

A. It was just a nice, you know, friendly dinner and nothing -- I think I even had my little -- the chronological order of this is confusing me but -- but it wasn't anything like that. It was just a nice dinner you'd have for anybody, friend or . . .

Q. And then if I understand your testimony correctly, you think you wrote this check before the dinner?

A. But I can't remember when the dinner was. So -- but they don't have anything to do with one another. I just meant to say that I had an interest. It wasn't like I just wrote a check because he popped into my head. You know, I had an interest in him and had heard about him. I'd been -- I have been -- what do I want to say? Well, I'd followed Elizabeth Dole for a long time. I'm impressed with the way she's done on seat belts and safety that way, and I can't think of any other reason I would write the check.

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Q. You testified that you made this one contribution. Have you ever contributed to anybody else at any other time for political reasons?

A. I don't remember. I don't believe so, no.

Q. Make sure I understand your response. To the best of your knowledge, this is the only time you've ever made a political contribution?

A. Uh-huh.

Q. I need you to say yes or no.

A. Yes. I'm sorry.

Q. Going back to what we were discussing a little bit earlier, you mentioned that you got married in February of '84 and that right now you're not working.

A. (Witness shakes head.)

Q. Do you have any children at home right now?

A. Two.

Q. When were they born?

A. Jessamy, May 31st, '85; and Tierney is the little one. She was born October 4th, '86.

Q. And so right now you're spending most of your time taking care of them?

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A. All of my time.

Q. I can understand that. Before that were you helping your husband in his various business ventures or were you just basically not involved --

A. Yeah.

Q. -- back then?

A. Before we were married or at the time we were married?

Q. When you were married, since the time you were married, up until the birth of your first child or even up after that, have you been involved --

A. Yeah.

Q. -- in your husband's business or work?

A. Yeah, somewhat.

Q. While your husband was employed by Birdview Satellite Communications, Incorporated, were you involved with Birdview at all?

A. Not a whole lot. We just moved and I was pregnant and, you know, I didn't have a whole lot of time to devote to . . .

Q. Before you were married were you in any way connected with Birdview Satellite Communications, Incorporated aside from the fact

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that Stan was employed there?

A. No. I never worked there or anything, no.

Q. Did you have friends that worked there aside from --

A. Girls that I knew in high school, but nobody real close, no close friends.

Q. Were any of your family members employed there?

A. No, huh-uh.

Q. I'm trying to see if there's any way we can refresh your memory a little bit about the $1,000 contribution and the events that occurred around that. You've testified that you talked to Stan about it and he may have brought it up and that you met Senator Dole before that and that you went to a dinner right after that at Bud and Gunilla's house.

Do you recall where you met Senator Dole before you wrote this check? I mean, under what kind of circumstances it was?

A. I don't remember.

Q. But you do remember --

A. I believe we did before this.

Q. So you seem to recall meeting him on

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more than one occasion?

A. Uh-huh.

Q. Once sometime before and once again at the dinner?

A. Yeah, I believe so.

Q. And you mentioned that you discussed writing the $1,000 check with Stan and that you'd never made a political contribution before.

Did you even know about how to go about making a political contribution or did you discuss that with Stan at the time? Do you recall?

A. I don't recall.

Q. Do you recall if you discussed any of the legalities of making a political contribution, of the maximum amount or anything like that?

A. No.

Q. Was the amount of the contribution something that you -- do you remember how you decided upon this $1,000 amount to give?

A. No. I think that's -- Stan was going to give that much, so I was going give that much. I mean, it was just . . .

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Q. Do you remember discussing how much you were going to give --

A. No.

Q. -- or how --

A. I don't even remember it as a great -- I mean, I don't remember it being a big issue, you know. He was just going to give and I was going to give and that was about -- that was about it.

Q. Did all of this occur on one occasion, that you talked about and you wrote a check, or was it over a period of several days?

A. Several days. I mean . . .

Q. And you mentioned that the $1,000 is the amount that he was going to give and that you were going to give also.

A. Uh-huh.

Q. Did he ask you to give or did you just decide on your own --

A. No.

Q. -- that you wanted to give --

A. No, we just -- you know, at the time, if he was going to give, I would give, you know. I liked the man. I think he's, you know . . .

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(Whereupon, a discussion was held off the record.)

(Whereupon, the last answer was read by the reporter as requested.)

A. That sounds real intelligent, doesn't it?

MS. BEARD: Back on.

Q. (By Ms. Beard) So if I understand this properly, your husband -- he wasn't your husband yet. Stan brought up that he was going to make a contribution to the Dole for Senate Committee?

A. Uh-huh.

Q. And then over a period of several days you discussed this?

A. No, probably by the time we got around to writing the check, it may have been a day or two after he brought it up. But . . .

Q. So it was basically discussed --

A. It wasn't a great big discussion. I mean, it was just -- I don't know what you're trying to get me to answer.

Q. I'm just trying to find out about the events that happened. I know that this is a long time ago and I'm just trying to get as

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clear a picture in my mind about what happened and what was said and what considerations went into this and how you decided to make a contribution as I can. And I understand that it is a long time ago. I'm just trying to ask questions hoping that they will refresh you or make you think of something so we could find out a little bit more about what happened.

Do you know how Stan decided he was going to contribute $1,000?

A. No, I don't. I don't know if -- I really don't. I have no idea.

Q. Do you know if Birdview was making any type of contribution to the Dole for Senate Committee?

A. I don't know.

Q. Do you know what the legal amount is someone can contribute to a federal political campaign?

A. I assume a thousand or two. I don't know.

Q. Do you know that a thousand is the maximum that someone can give?

A. Yeah, I guess.

Q. You're --

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A. I think I have learned that, but I -- at the time I didn't probably ask. I knew he wouldn't let me do something that was wrong.

Q. You said that you learned about it over time.

Do you remember ever discussing with him whether a $1,000 contribution was legal?

A. I don't remember. I can't. What I'm saying is, he wouldn't do something that was illegal or let me do something that was illegal.

EXAMINATION

BY MR. BLESSINGTON:

Q. I'd like to ask you a question, if you don't mind.

A. Uh-huh.

Q. You indicated earlier that, you know, it was no big deal. This was a $1,000 contribution by you. You testified earlier that you were making minimum wage. You were about to get married. Your fiance was making a $1,000 contribution as well. He was making roughly $28,000-$29,000 at the time.

Do you really think $2,000 in a situation like that is no big deal?

A. Looking back, it looks different. But

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at the time we were a lot less -- what should I say? -- careful with our money.

Q. Well, you don't remember too much about the contribution, it seems?

A. Not really.

Q. And you're even perplexed as to your signature.

A. I know. I don't know why I would have done that.

Q. And yet $1,000 is a great deal of money, I would think, for somebody who is making minimum wage.

A. (No response.)

Q. I don't want to testify. What I'd like to do is see if I can induce something from you about this.

Did it concern you in any way that this was a great deal of money?

A. I'm sure it did, because I'm usually pretty frugal. But we had the money at the time. I mean, Stan had worked a long time and saved some and we'd sold his little house on -- he had a little house and we were buying another one probably -- yeah -- may have been before we were buying the other house. But we had money

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and -- had enough money.

Q. When you say you had enough money, do you know how much money you would have had access to?

A. No.

Q. Roughly?

A. No, I don't remember. I mean, it's been a long time ago.

Q. Between $10,000 and $50,000?

A. Yeah, I'm sure it wasn't more than that.

Q. Between $10,000 and $20,000?

A. More than that. Well, what was he making? $28,000? I don't remember.

Q. I believe he was making $28,000 to $30,000. And you can't think of a reason why you might have used the name "Merett Ross," although you still weren't married?

A. No. Didn't even occur to me when I found this check, you know, the date or anything. I didn't even think about it.

Q. Did you ever write anything else, any other checks --

A. I wrote his -- I paid all his bills. He was in high school. I mean, since I was in

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high school. So I always wrote -- may have written mine on some of them. I don't remember.

EXAMINATION

BY MS. BEARD:

Q. So when he was in high school and you were writing the checks, did you have a joint checking account so you could write checks for him?

A. No. I guess I must have had him sign them all, but I always paid them all.

Q. Do you remember opening up a checking account with Stan Ross before you got married?

A. No.

Q. Do you recall that the Bank of Commerce account had both of you on this account?

A. I don't remember. I don't know.

Q. Did you move right before you got married? I notice that the Bank of Commerce account checks don't have an imprinted address on them.

A. Trying to recall the dates. Yeah, 'cause, see, we got married, what, two months from here roughly, little over, so we were probably just now opening one up. I don't

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remember the date we did it.

Q. Was your wedding set way in advance?

A. Oh, yeah, we were engaged in like August of '83 so -- or maybe before that. The summer, anyway, of '83.

Q. You mentioned usually you're pretty frugal with money and we discussed how much you were earning and how much your husband Stan Ross was earning at the time.

A. Uh-huh.

Q. At the time that you wrote this check or anytime since then, has there been any discussion about you being reimbursed for the amount of the check?

A. No.

Q. Was it ever mentioned that the possibility exists that you might be reimbursed?

A. Not that I can ever remember.

Q. Is it possible that Stan could have been reimbursed and not have told you?

A. No, doubtful, because I do all the banking and I paid all the bills and he -- I believe he wouldn't have hidden something from me.

Q. Would he have told you what every

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check he got from Birdview was for?

A. No, but I always cashed them. He always gave them to me and I took them to the bank and paid all the bills. So I would have surely remembered that.

Q. I want to remind you that you're under oath and that you should be treating this as if you were testifying --

A. Uh-huh.

Q. -- in a court of law. I want to ask you one more time. Do you recall at any time being told that there was a possibility that you may be reimbursed for this contribution?

A. No, I'm a sensible girl. I would have known that wasn't quite right. To my knowledge, no.

MS. BEARD: Off the record for a moment.

(Whereupon, a discussion was held off the record.)

MS. BEARD: Back on the record.

Q. (By Ms. Beard) This deposition is being conducted pursuant to Title II of the United States Code, Section 437g, and there's a provision in that section that requires that all

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investigations being done by the Commission are to be remain confidential until the file is closed. And I'm notifying you that there is a confidentiality provision and you should not discuss it openly.

A. With Stan, though?

Q. With your husband, it's fine. Outside of that, though, you should be careful.

A. Okay.

Q. You have the right to read your transcript and make any corrections on it. It's up to you if you want to read it or not. Do you want to read it?

A. I don't know what I would change. I mean -- I'm sure -- only thing I can figure on this, on my using my name, is that we were to be married and maybe he wasn't going to give it to them until after that, you know, after two months from then or something. That's the only reason I can think I would have signed my married name when I wasn't yet. If that helps -- I don't know.

Q. Going back, do you want to read your transcript, the transcript, or do you not want to?

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A. I guess not. Is it wise for me to? I mean, I don't --

MR. BLESSINGTON: It's totally up to you if you want to read it or not. If you don't read it, basically you're considered to have agreed to what's in there, that you said what the reporter indicates you said. There's no reason to think he won't do that, but sometimes there can be confusion in the course of -- we don't really care frankly one one way or the other. I know your husband didn't care to read it. It doesn't matter to us one way or the other.

A. I don't know what I'd change. I guess that's fine.

Q. (By Ms. Beard) So that means you're not going to read it?

A. Right.

Q. I'm handing you a check in the amount of $78.62, which is for mileage and witness fees. And what I'm going to do is continue the deposition just in case we decide we need to speak to you again, because the investigation is ongoing. At this time I don't think that will be likely; however, just in case, this way we

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can call you back again and it may be that we can work out in an informal way for clarifying something, if something comes up, instead of doing another deposition.

A. Okay.

MS. BEARD: That's it.

(Whereupon, M. Ross Deposition Exhibit 2 was marked by the reporter for identification.)

(Whereupon, it was stipulated by counsel and the witness that submission of the transcribed deposition to the witness for examination, reading and signing is waived and that said deposition shall possess the same force and effect as though read and signed by the witness.)

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CERTIFICATE

I, Raymond J. Thibault, R.P.R., a Notary Public of Jackson County, State of Missouri, do hereby certify:

That prior to being examined the witness, was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this ---------- day of ----------, 1988.

Raymond J. Thibault R.P.R.
Notary Public, Clay County
State of Missouri

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TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

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IN RE:

M U R 2582

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FEDERAL ELECTION COMMISSION

DEPOSITION OF LARRY JOE WELSH

Kansas City, Missouri

Monday, February 27, 1989

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF LARRY JOE WELSH, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 27th day of February, 1989, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

RAYMOND J. THIBAULT, R.P.R.

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission were MS. SUSAN F. BEARD and MR. DANIEL J. BLESSINGTON of the Office of General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463.

The Respondent appeared pro se.

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(Whereupon, Welsh Deposition Exhibit 1 was marked by the reporter for identification.)

MS. BEARD: This deposition is being conducted pursuant to Section 437g of Title II of the United States Code under the Federal Election Commission's Authority of Civil Enforcement of the Federal Election Campaign Act of 1971 as amended.

LARRY JOE WELSH,

a witness, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MS. BEARD:

Q. Could you please state your full name.

A. Larry Joe Welsh.

Q. My name is Susan Beard and I am representing the Commission here today along with Daniel J. Blessington. This investigation is designated Matter Under Review, No. 2582. First, I want to explain a little bit about what will be happening this afternoon. I will be asking you a series of questions and the court reporter will be taking down whatever is said in

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the record and turn it into a typed transcript. In order to help the reporter and to make sure everything gets included in the transcript, you have to respond using a verbal response, no nodding of the head or "uh-huh"s or "huh-uh"s. So yes or no instead. Do you understand?

A. Yes.

Q. And please wait for me to finish the question before you answer it. If you need to take a break, let me know and we'll take a break. If you do not understand or hear a question, let me know and I'll rephrase it or repeat it. If at any time you wish to modify an earlier answer, let me know and you'll be able to, you'll be given that opportunity to modify it. You should treat this testifying as if you were in a court of law before a judge and jury.

Do you understand that you have the right to be represented by counsel?

A. Yes, I do.

Q. And I note that counsel is not present?

A. That's correct.

Q. In the letter that you received from the Commission that included the subpoena, it

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was mentioned that you were a noncorrespondent witness. And what that means is that the Commission has not made any findings with respect to you, nor does the Commission plan to at this time. What we are trying to do here today is to find out what you know about the involvement of other people in the possible violations of the Federal Election Campaign Act of 1971 as amended. Under the terms of that Act all investigations must remain confidential. This confidentiality can only be waived by the respondents involved. In this case the respondents have not waived the confidentiality provisions. Therefore, you should not speak about what happens in this room today to anybody else. Do you understand?

A. Yes, I do.

Q. Can you state your address, please.

A. 14736 Homestead, Olathe, Kansas.

Q. And what's the zip code, please?

A. 66062.

Q. And your telephone number?

A. [redacted]

Q. Is that your home phone?

A. Yes.

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Q. Have you talked to anyone about receiving the subpoena?

A. No, I've not.

Q. Have you looked at any documents?

A. No.

Q. What's the highest level education that you have completed?

A. I have a bachelor of science degree.

Q. And what is that in?

A. Accounting.

Q. And where did you get the degree from?

A. Pittsburg State University.

Q. And that's in Kansas?

A. Yes.

Q. Did you complete any courses after you got your bachelor's of science?

A. I have not to this point.

Q. And are you currently employed?

A. I am.

Q. And who is your current employer?

A. The New Birdview Corporation.

Q. Where are they located?

A. They're located in Independence, Missouri.

Q. And what is your job there?

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A. I am the president.

Q. And what does your job entail?

A. Entails complete P&L responsibility as well as operations management for that corporation.

Q. P&L, what --

A. Profit and loss.

Q. Okay. And how many people work at the New Birdview.

A. We have 28 employees total.

Q. What business is the New Birdview Corporation in?

A. The business of manufacturing satellite antennaes.

Q. When did you start working for the New Birdview Corporation?

A. Approximately January 15th of '87.

Q. So it's a little bit over two years ago?

A. 1988.

Q. A little bit over a year ago.

A. Yes.

Q. Okay. And do you report to anybody as president? Is there a board of directors?

A. There is a board of directors.

9504368357 3

Q. And are you on the board of directors as well?

A. I am not.

Q. How many people are on the board of directors?

A. There are three members currently.

Q. Who are they?

A. They are John Washburn of Independence, Missouri, Robert K. Brown of Independence, Missouri, and Byron Constance, also of Independence.

Q. Can you spell his last name, Constance?

A. C O N S T A N C E.

Q. Before you started working for the New Birdview Corporation, where did you work?

A. I was employed by Birdview Satellite Communications, Inc.

Q. From now on, I'm going to refer to the New Birdview Corporation as New Birdview, and Birdview Satellite Communications, Inc. as Old Birdview, if that's okay.

A. That's fine.

Q. To try to break them apart. And when did you start working for the Old Birdview?

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A. In September of 1984.

Q. And you were with them through January of '88?

A. Yes.

Q. And what was your position with the Old Birdview?

A. Originally I was the division controller for the microwave division, located in Olathe, Kansas. In December of '85 I was asked to take the corporate controllership position.

Q. Were you ever controller of any other parts of the corporation besides the one in Olathe and the entire corporation?

A. No, I was not.

Q. Were you ever controller for what was left down in Chanute?

A. That was as a division treated as part of the total electronics division.

Q. Which was done in Olathe?

A. Yes, and I was controller for that division.

Q. So before you became corporate controller -- and when was that, again, that you became --

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A. December of '85.

Q. Okay. So from September of '84 through December of '85 it was -- whatever was in Olathe and what was left in Chanute?

A. Yes.

Q. And then after that was the entire corporation?

A. That's correct.

Q. And what were your duties as controller?

A. Controller, we had responsibility for controlling the in-flow and out-flow of cash. We also had responsibility for creation and maintenance of accounting functions such as accounts receivable, accounts payable, production of financial statements.

Q. When you were controller for just that division, everything you dealt with was with that one division?

A. That's correct.

Q. And then when you became a corporate controller, were there still divisional controllers?

A. There were still divisional controllers for a short period of time.

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Q. And then after that, you had all -- everything for the entire corporation?

A. That's correct.

Q. When you were the divisional controller who did you report to?

A. I reported directly to Steve Phillips.

Q. And Mr. Phillips was the --

A. He was the vice president for electronics manufacturing and engineering.

Q. And would you have reported to anybody else aside from Mr. Phillips?

A. I had some direct contact with the corporate controller, but as far as reporting, I reported directly to Mr. Phillips.

Q. And who was the corporate controller?

A. The corporate controller changed during my tenure as division controller. Mr. Hamilton, Dave Hamilton, was the corporate controller and VP of finance. And shortly after I was hired in September, the corporation hired a gentleman by the name of -- I'll think of it in a minute.

Q. Do you want me to try a name on you? Mr. Speelman?

A. Yes.

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Q. And I think it's Robert Speelman, a gentleman known as Robert Speelman. Is that correct?

A. Yes, that's correct.

Q. And he was the corporate controller immediately preceding you?

A. That is correct.

Q. Going back to -- switching gears again a little bit, the New Birdview, is that publicly traded?

A. No, it is not.

Q. Are there other officers aside from you?

A. There are other officers other than myself; have a Mr. Hawkins, who is the national sales manager, and Gailen Snyder.

Q. I'm sorry. Can you spell that name?

A. G A I L E N S N Y D E R.

Q. Uh-huh, who is the national director of advertising.

Q. And what is Mr. Hawkins' first name?

A. R.B. It's -- all he has is initials.

Q. Okay, initial R, initial B?

A. Initial R, initial B.

Q. And I'm sorry. Gailen Snyder was the

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national director of marketing, did you say?

A. Advertising.

Q. Advertising. Sorry about that. Are there any other employees of the New Birdview who were also employees of the Old Birdview?

A. There are quite a number. Most of those individuals are involved in a manufacturing capacity. They were manufacturing personnel for the Old Birdview.

Q. Are there any officers of the Old Birdview who are associated in any way with the New Birdview?

A. No, there are not.

Q. Does Mr. Phillips work with the New Birdview?

A. Mr. Phillips currently works for the New Birdview in a contract engineering capacity.

Q. But he's a subcontractor of some kind?

A. That's correct.

Q. Does anybody else from the Old Birdview have any kind of contractual relationship with the New Birdview?

A. Not other than Mr. Phillips.

Q. What is the relationship between the Old Birdview and the New Birdview?

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A. The Old Birdview approached the bankruptcy court sitting in Topeka with the possibility that a majority of the remaining assets could be sold from inside bankruptcy to an interested party, and that party was identified as John Washburn and Robert K. Brown, acting in partnership. And that sale was completed in October of '87.

Following that transaction they formed a corporation known as the New Birdview Corporation and placed those assets inside that corporate shell. Originally their intent was to liquidated those assets at a profit. Their review with their board members and their stockholders indicated that there was a possibility of a greater reward by continuing operations, and that is basically the position they're in now.

Q. Were you associated with Mr. Washburn and Mr. Brown when they bought the assets of the Old Birdview?

A. No, I was not.

Q. So you came after that transaction?

A. That's correct.

Q. Were all the assets of the Old

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Birdvi[redacted] sold?

A. No, the sale was limited to hardware or production equipment that was available, as well as tooling, patents and copyrights.

Q. Was the name also sold?

A. They were allowed to use the name "Birdview" in their product.

Q. Do you know if they paid for that right?

A. It was basically a bulk type sale, so it wasn't specifically identified, but it was included in the documents in closing.

Q. You mentioned the bankruptcy court before. Was this transaction approved by the bankruptcy court --

A. Yes, it was.

Q. -- in Topeka?

A. Yes.

Q. Do you know a Roger Mason?

A. I do.

Q. And who is Mr. Mason?

A. Mr. Mason is the last president to have served the Old Birdview company.

Q. Is he in any way related to the New Birdview?

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A. No, he is not.

Q. Do you know whether the Old Birdview stopped doing business or if they are still doing business?

A. The history of the old company to this point, say starting in mid summer of '87 -- the company was advised that their major bank, Security Pacific Bank of Chicago, would no longer fund operations for the restructuring of the company. It was converted at that point to liquidating 11.

Q. Chapter 11 bankruptcy?

A. Chapter 11 status.

Q. Okay.

A. Then the opportunity to sell the assets arose and then it was approved and did so. Following that Mr. Mason and I were the only two remaining employees in the corporation. And from mid October of '87 to basically mid January, possibly into early February of '88, Mr. Mason and I pursued various collection activities and documentation efforts that had not been achieved prior to that point. In February of '88 the United States Bankruptcy Court appointed a trustee.

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So there are basically two points where you can say the company ceased to do business, either in October of '87, the point when they actually had no remaining inventory or assets, or in February of '88 when technically the management of the company was awarded to an outside entity.

Q. And can you tell me the name of the trustee?

A. Stannard Lentz. That's S T A N N A R D, L E N T Z.

Q. And when Mr. Lentz took over, is that when Roger Mason stopped his affiliation with the Old Birdview?

A. That's correct.

Q. You mentioned that the assets from the Old Birdview, some of the assets, and the name of the Old Birdview, went to the New Birdview. Does the New Birdview deal with the same kind of product?

A. Basically the same product.

Q. Its business is in satellite high technology, then?

A. Yes, it is.

Q. And are the customers of the Old

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Birdview and New Birdview the same?

A. Not 100 percent but that was the original dealer base, was formed from dealers associated with the product.

Q. I'm going to be going back now to when you were with the Old Birdview, and you told me that you reported partially to Steven Phillips but you also talked to David Hamilton at times. Do you know what Mr. Hamilton's duties were?

A. Mr. Hamilton was the vice president of finance of the old corporation. He was responsible for not only overseeing the accounting prior to their hiring a controller, but he was responsible for achieving lines of credit necessary for expansion in the company during that period of extremely rapid growth.

Q. So Mr. Speelman was the first actual controller that Birdview ever had?

A. Yes.

Q. Do you know a Charles A. Ross?

A. I do.

Q. And can you tell me who he is?

A. Mr. Ross is the past president and chairman of the board of the Old Birdview corporation.

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Q. When did Mr. Ross stop his association with the Old Birdview?

A. His direct association with the old company occurred approximately 8-15-86.

Q. When you say direct, what do you mean by direct?

A. He ceased to take a salary from the corporation at that point. He remained chairman of the board but vacated the presidency to Roger Mason.

Q. So Birdview had during its lifetime, or whatever you want to call it for a corporation, two presidents, first Charles Ross and then Roger Mason?

A. That's correct.

Q. Do you know why Mr. Ross left the position of president?

A. Mr. Ross left that position just prior to our filing bankruptcy.

Q. So bankruptcy was filed in August of '86?

A. August of '86.

Q. And that's when the Chapter 11 bankruptcy was filed?

A. That's correct.

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Q. Did Birdview intend that time to try to somehow contract and continue business?

A. Yes, we were doing a lot of down sizing of the corporation, both employee-wise and plant facility-wise.

Q. But was it something to be salvaged at that time?

A. Yes, it was a restructuring effort.

Q. And when was it determined that that wouldn't be successful?

A. That was determined in mid summer of '87.

Q. And is that when the bank --

A. When we were advised that they would no longer support restructuring budgets.

Q. So there are actually two phases here, then, to make sure I understand this correctly.

In August of '86 the initial Chapter 11 bankruptcy was filed?

A. Uh-huh.

Q. And then almost a year later, sometime the following summer in 1987, the bank said that they were not going to afford any more credit?

A. That's correct.

Q. Okay. Prior to -- say starting when

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you first came on with Birdview in September of 1984, was Birdview having financial difficulties at that time?

A. When I started with the company they were expanding very, very rapidly and there was admittedly a cash flow problem, which occurs many times when they're expanding at that rate. The problem they had initially, however, was not the lack of cash. It was a lack of personnel to apply it.

Q. What do you mean by that?

A. My first aassignment during training period, about 30 days, involved application or spending, issuing their cash, to vendors whom they did owe. They simply did not have enough personnel to accomplish that on an equitable basis.

Q. So the problem was there weren't enough bookkeepers --

A. Certainly.

Q. -- to issue the checks?

A. The volume of paperwork simply exceeded their staff at that point.

Q. When did Birdview first begin to have financial problems?

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A. First indications of financial difficulties occurred in late 1985. The -- as a brief explanation, the -- their largest sales were achieved in the period ended September of '85, and the market at that point, as viewed by not only Birdview but others, seemed to be a neverending kind of expansion pattern. However, sales in the quarter ended 12-31 that year were much changed, was a significant downturn in market reception of not only Birdview's products but other manufacturers' product as well, due to a perceived threat of encoding or encrypting of certain premium movie channel signals.

Q. Is that called scrambling?

A. That's called scrambling.

Q. And so that was like the last quarter --

A. Yes.

Q. -- of 1985?

A. Uh-huh.

Q. And when did the talk of filing bankruptcy first occur?

A. First discussions of bankruptcy occurred just prior to our filing the physical year-end statements for 3-31 of '86.

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Q. So sometime in March?

A. Sometime in April or May.

Q. Okay, so it would be after that, then?

A. (Witness nods head.)

Q. And do you know who first brought this up?

A. It very well could have been me. The discussions were more or less open. At that point in time the debt level of the company was increasing and we were unable to support operations as they were or to support many of the overseas obligations which were ongoing.

Q. Which kind of overseas obligations did you have?

A. We had major contracts with overseas suppliers of some major components of our system, and it was very difficult to achieve a slow-down or a cut-off of their deliveries of product, whether they were getting paid for them or not.

Q. Were you on the board of directors for Birdview?

A. I was not.

Q. Were you a corporate officer?

A. I was appointed secretary for that

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corporation sometime in March.

Q. Of what year?

A. 1986.

Q. So right around the time, then, that the talk was starting up --

A. That's correct.

Q. That's right before the time the talk was starting up for filing the bankruptcy?

A. Yes.

Q. And do you know why Charles Ross left the company when it filed bankruptcy?

A. He had fought this -- the bankruptcy filing from its introduction early in the year up until the point when it seemed inevitable. He did not feel that he was equipped emotionally with the right tools to guide the company through that situation. And he did feel that Roger Mason was a tough enough individual to handle the day-to-day pressures and that was the reason for his vacating the presidency.

Q. But he still stayed on as chairman of the board?

A. Yes.

Q. And do you know when he left that position?

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A. I assume that his position would have ended basically in mid February of '88, with the appointment of the trustee.

Q. You mentioned that when they first started talking about filing the bankruptcy that you were involved in the discussions and it was kind of open --

A. Yes.

Q. -- to other people. Can you name some other people who were also involved?

A. Mr. Ed Gibson at the time was the director of marketing. Roger Mason was present as a vice president of manufacturing. At that point in time the members of the board were limited. A Mr. Sallee, who was the corporate attorney, would possibly have been present at some of those meetings.

Q. Would Charles Ross have been present?

A. Charles Ross would have been present.

Q. Can you spell Mr. Sallee's name?

A. S A L L double E, I believe.

Q. And do you know his first name?

A. Not at the moment.

Q. Okay. Is he a local attorney?

A. He's a local attorney.

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Q. And do you remember when it was determined that Birdview would file bankruptcy, Old Birdview would file bankruptcy?

A. Determined approximately 30 days prior to the actual filing.

Q. And the actual filing was --

A. August the 18th of 1986.

Q. So it would have been sometime in July, then?

A. Yes. There is a certain amount of paperwork involved in getting ready for one of those.

Q. After the Chapter 11 filing and you began -- Birdview began to contract in size, did the financial problems continue?

A. Financial problems persisted due to an ongoing retrenchment of the market. The market potential at that point and even to this day to some extent is estimated at approximately ten percent of the level that we achieved in September of 1985.

Q. So they still had a lot of outstanding debt?

A. They had an extreme amount of outstanding debt.

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Q. Do you have any idea about the dollar amount that was?

A. No, I don't.

Q. Ball park? Was it more than a million dollars?

A. Oh, we'd be talking roughly more of $10 to $12 million, would be the range.

Q. And do you know who made the decision to stop trying to continue Birdview as an ongoing entity and to sell it to Mr. Washburn?

A. The decision to cease operating as an entity itself was basically made for us through lack of additional financing.

Q. And did then Mr. Mason go out and try to look for a buyer of some kind?

A. No, we were approached at that point by Mr. Brown and Mr. Washburn.

Q. And how did Mr. Brown and Mr. Washburn know about Birdview's problems?

A. Mr. Washburn was a prominent Birdview dealer for quite some time prior to the company's bankruptcy. So he was familiarity with the company's financial situation.

Q. What did the dealers do?

A. The dealers? Birdview maintains a

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nationwide network of dealers who are awarded a specific territory. And we afford them exclusivity within that area. We don't set up another dealer.

Q. So a dealer would sell the satellite dish or the antenna to the customer?

A. To the end user, yes.

Q. To the person who would be attaching it to their TV in their house or wherever it was?

A. That's correct.

MS. BEARD: Go off the record for a few seconds.

(Whereupon, a discussion was held off the record.)

MS. BEARD: Go back on the record.

Q. (By Ms. Beard) You mentioned before when we are talking about the sale of the Old Birdview's assets and name to New Birdview -- is there any other kind of relationship besides that contract? Was there a contract that was drawn up for that?

A. There was.

Q. Is that the only basis for the

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relationship between the Old Birdview and the New Birdview?

A. To the best of my knowledge, yes.

Q. Was that contract filed with the bankruptcy court?

A. It was.

Q. Do you know if the contract addressed the liability of -- whether any liability would be transferred from the Old Birdview to the New Birdview?

A. Yes, that was addressed.

Q. And what did the contract say?

A. There was no assumption of liability on the new corporation's part.

Q. Now I'm going to switch gears and probably come to why you thought you were going to be here today. I'll start by asking, have you ever made a political contribution to any candidate?

A. I have not.

Q. How about any committee that gives money to candidates of a federal election?

A. No.

Q. Have you ever heard of any Old Birdview employees or officers who made

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political contributions?

A. I was made aware of political contributions. That may have been made through local news media and through discussions with other officers of the corporation following that news release.

Q. The news release, was that about a year ago?

A. Yes.

Q. And was that the Kansas City Star, I think?

A. Certainly.

Q. Which officer did you talk to?

A. At that time Mr. Mason and I were working in the same office in Kansas City. We had discussions regarding the matter. And Mr. Ross frequented that office from time to time.

Q. By Mr. Ross, you mean Charles Ross?

A. Yes.

Q. Okay, anybody else besides Mr. Mason and Mr. Ross?

A. Following the -- some of the original investigations, I had occasion to speak with Mr. Phillips. And following an SEC

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investigation in which the subject also was brought up, I had an occasion to speak with Mr. Dale Galemore.

Q. Anybody else you can recall?

A. Not to my knowledge.

Q. Why don't we start off with the first you named. Mr. Mason. Do you remember what you discussed with Mr. Mason?

A. We were just making general comments across the office regarding those contributions.

Q. Did he say he ever made a contribution?

A. He indicated that he had made a political contribution.

Q. Did he say if he had been reimbursed by Birdview for that contribution?

A. No, he indicated that to the best of his knowledge he had not been reimbursed and didn't expect to be.

Q. Did he tell you what the amount of the contribution was?

A. No.

Q. Did he tell you when it was made?

A. I don't recall that he did.

Q. Do you remember anything else about

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the conversation you had with [redacted]. Mason?

A. No.

Q. Did you discuss it on more than one occasion?

A. We had one other occasion to discuss that subject, and that was the day that we were -- the TV cameras were making an assault on Mr. Owen's office next-door.

Q. Mr. Owen is -- I'm sorry?

A. Dave Owen.

Q. David Owen?

A. Yes.

Q. And why were the TV cameras over there?

A. They were seeking interviews with the gentleman on that day and he wasn't particularly willing to grant that.

Q. Was this somehow connected to Birdview?

A. The political contributions that were made -- and I've been assured that they were made. I don't have firsthand knowledge of that -- would have been made through -- I believe through Mr. Owen.

Q. And how would they have been made

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through Mr. Owen?

A. Mr. Owen was advising the company in several financial matters at a time when he was involved in the campaign efforts. And he would have probably mentioned to someone on our staff that it might be helpful to -- for certain individuals to make political contributions in light of the fact that this candidate or that may have had a political orientation beneficial to the satellite industry.

Q. Do you know about any candidates, specific candidates, names coming up?

A. The only candidate whose name had been mentioned in my discussions was Mr. Dole.

Q. Going back to what you said about Mr. Owen, he was working for Birdview at the time?

A. He was a -- consulting for Birdview, or for the board, at that time on some financial matters, specifically involving real estate, that the members of the board were attempting to purchase for future growth of the company.

Q. Was that in Springhill?

A. Yes.

Q. How would you know about what Mr. Owen

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may ha[illegible] said to some people o[illegible] the company?

A. That is conjecture on my part. He was present and the political contributions to the best that I can ascertain by looking at the corporate records were most probably made through an office which was set up by Mr. Owen.

Q. You said through an office that was set up by Mr. Owen. What do you mean?

A. At that time he would have been running the campaign for Mr. Dole.

Q. And I'm not -- I'm trying to figure out. Do I understand Mr. Owen's relationship with this -- I'm trying to figure out --

A. He has several different business interests in the area, but at that time he was associated with Bob Dole and his campaign and would have been seeking contributions from individuals in the area to support that campaign.

Q. Let me try to summarize this, see if I understand what you're getting at.

Is that at the same time Mr. Owen was working for Mr. Dole, he was also a consultant of some kind to Birdview?

A. Certainly.

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Q. And that he may have approached people at Birdview to get them to make political contributions to Mr. Dole or to others?

A. I'm assuming that that would have been the only way the Birdview management would have known the political orientation of that individual, or had an opinion that it might be beneficial to the industry.

MR. BLESSINGTON: Excuse me. Would that be more than just your assumption?

A. I don't have anything to support that.

MR. BLESSINGTON: Did you ever have any discussions with anybody who mentioned Dave Owen's role?

A. Well, when you question individuals such as Charles Ross or Roger Mason as to why Mr. Owen was involved with Birdview, it typically gravitates from one point to another. Yes, at the time he was politically involved with Mr. Dole; however, he was advising Birdview or was assisting Mr. Ross in some real estate transactions to benefit the company. And the two seemed to run together. I don't -- I'm not making any indication that because one was there, the other was, but he was involved in

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both entities either separately or simultaneously during that period.

MR. BLESSINGTON: But when you discussed the subject of political contributions after the Kansas City Star article back about a year ago, did his name ever surface in your conversations?

A. It did basically because of the fact that Mr. Owen was being investigated and through that avenue is where the affiliation with Birdview or the contributions by Birdview employees came to light. So, yes, there were discussions regarding, you know, why or how he was involved. I do not have a specific answer that I have been given in that regard.

Q. (By Ms. Beard) Who did you discuss Mr. Owen with?

A. Mr. Mason.

Q. Have you ever met Mr. Owen?

A. Just briefly.

Q. You mentioned his office was next door to Birdview's?

A. Yes.

Q. The Old Birdview's office?

A. (Witness nods head.)

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Q. And I'm sorry. You need to say yes or no.

A. Yes.

Q. You also mentioned that you spoke to Mr. Mason at least twice about political contributions, once you described when you said -- you already described, and you said the second time was when TV cameras came to Mr. Owen's office.

What was the content of that conversation with Mr. Mason?

A. We just kind of lightly joked to ourselves in the office that, you know, maybe we were glad it was him and not us or maybe they should leave the poor devil alone.

Q. But was anything specifically mentioned about political contributions?

A. No, not at that time.

Q. And Mr. Owen's name was not mentioned then in connection with political contributions?

A. No.

Q. You also mentioned that you talked to Charles Ross about political contributions.

A. Yes.

Q. How many times do you think you talked

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to him about them?

A. One, possibly two.

Q. And what did Mr. Ross say?

A. His indication to both Roger Mason and I was that at no time did he dictate to any employees that, yes, you should make this or you will make this contribution and for that you will receive reimbursement.

Q. Do you recall when this was?

A. That would have had -- it would have had to have occurred in early to mid 1984, would be my assumption.

Q. I'm asking when this conversation that you and Mr. Mason had, that you had with Mr. Ross.

A. Okay, that would have occurred between September of '87 and early 1988.

Q. Before the article appeared?

A. After.

Q. Okay, let me back up a little bit. When I asked you the question the first time, you gave me a date of the middle of 1984. What was that date in your mind?

A. That was the date when -- and I assumed you were asking when the contributions

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would have occurred.

Q. Okay. Sometime after the article appeared in the Kansas City Star did you discuss the article or contributions with Mr. Ross?

A. Yes.

Q. Did you ever discuss it before the article appeared?

A. Not to the best of my knowledge.

Q. When you discussed it with Mr. Ross, was Mr. Mason there?

A. I believe so.

Q. The article appeared in February of '88, a year ago, about a year ago. So would the discussion have been within the past year?

A. If the -- if the article appeared in February of '88 --

Q. Either February or January of '88, I believe.

A. Had to have occurred prior to my leaving an office in Overland Park that the old company had leased from -- we leased that office from approximately the end of September through the end of February.

Q. End of September of '87?

A. September of '87, February of '88.

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And at some point during our l[illegible]ation there Mr. Ross and Mr. Mason and I had a discussion regarding political contributions, their basis, intents and occurrence.

Q. Do you recall if it was before the article came out or after?

A. I would have to say it was probably after. There was very little discussion of that matter prior to the article coming out. Now, it very well could have been prior to that article, based upon points of an inquiry by the Securities and Exchange Commission that we were attempting to answer in the fall period.

Q. I'm going to back up. I'm sorry if I'm causing it to be confusing.

When you talked to Mr. Mason only about the political contribution he made, did he say who asked him to make the contribution?

A. His indication was that the contribution was suggested.

Q. Did he tell you who may have suggested it to him?

A. The indication there is unclear as to who -- who suggested it.

Q. Do you have any idea of who it may

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have been?

A. I would say it's one of several individuals at that time.

Q. Can you name some names?

A. Either David Hamilton or Charles Ross or Edward Gibson.

Q. When did Edward Gibson start working for Birdview? Do you recall?

A. I honestly can't recall when he started.

Q. Was it before --

A. Started prior to my affiliation with the company.

Q. Did Mr. Mason say he felt pressured to give a contribution?

A. No.

Q. He didn't say either way?

A. He didn't say either way.

Q. When you spoke to Mr. Ross and Mr. Mason was also there, the next conversation, did you mention that Mr. Ross said that he didn't -- that Mr. Ross did not imply to anybody that they would be reimbursed; is that correct?

A. That's correct.

Q. Did he say anything else aside from

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that?

A. No.

Q. And this conversation was sometime between the September of '87 to February of '88?

A. I didn't.

Q. When you were in that office in Overland Park?

A. Yes.

Q. Can you tell me of any other discussions you had with Mr. Ross about political contributions?

A. No.

Q. You mentioned Steven Phillips. When did you speak to him about political contributions?

A. I was attempting to verify whether or not they had occurred.

Q. And --

A. This was subsequent to the SEC inquiry, which addressed that issue. And in conversation with Steve he said yes, he and his wife did make a political contribution.

Q. Did he say if he was reimbursed by Birdview?

A. He could not recall, and I cannot

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prove one way or the other that he did or did not.

Q. Would you know about when that conversation occurred?

A. That would have been in the fall of '87.

Q. '87 or '88? Last fall?

A. Fall of '87.

Q. So again, before the article came out? The article came out in February of '88, or January of '88.

A. I'm going to say that's right, because I think the SEC group was -- had already made some preliminary efforts in that area.

Q. When you say the [redacted] inquiry, what do you mean?

A. [redacted]

Q. Do you know when the inquiry started?

A. My first contact with them would have been in early 1987.

Q. Was that your deposition? You were deposed by them?

A. I don't remember the dates of that

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deposition.

Q. With you deposed by them?

A. Yes, I was.

Q. Was that your first contact with them?

A. There had been some preliminary fact finding on their part prior to that deposition.

Q. Does the day of Tuesday, February 23rd, 1988, sound like a possible date of your deposition?

A. Yes.

Q. So that was about a year ago, right around now?

A. Uh-huh.

Q. The conversation you had with Mr. Phillips, was that before your deposition or after your deposition?

A. I believe it would have been prior to.

Q. So at sometime --

A. I'd been attempting to answer some of their inquiries prior to the deposition.

Q. They asked you some questions before the deposition, then?

A. We had quite a laundry list of points that they wanted documented.

Q. Did they give you some kind of

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written --

A. Certainly.

Q. -- list?

A. Uh-huh.

Q. And was political contributions on that list?

A. Political contributions were on that list.

Q. And that came to you when you were still working for the Old Birdview?

A. Yes.

Q. You also mentioned the name of Dale Galemore as the one you talked to about political contributions?

A. Yes.

Q. When did you first talk to Mr. Galemore?

A. Mr. Galemore and I had a brief conversation in the accounting office in Olathe, Kansas, sometime in late 1984.

Q. So you'd been with Birdview a couple months then?

A. Yes.

Q. And what did this conversation consist of?

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A. It included a mention of political contributions and whether or not they should be reimbursed.

Q. Did he say if he ever made a political contribution?

A. He said that he had and the discussion was to determine whether or not the division could reimburse him for that contribution, and I believe my indication to him was that we shouldn't, and that's the extent of my recollection of that discussion.

Q. What was Mr. Galemore's position at that time?

A. He was the general manager for the microwave division.

Q. And what did he do as that?

A. He controlled the day-to-day operations of the physical manufacturing plant.

Q. Would you have reported to him or would you report directly to Steven Phillips?

A. I reported directly to Steve, as did Mr. Galemore.

Q. Okay, so you were both working for Mr. Phillips but you were --

A. Totally separate positions.

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Q. Separate positions, I'm sorry. Do you know who Mr. Galemore had made a political contribution to?

A. It would have been made to Bob Dole.

Q. Are you sure of that?

A. I am not.

Q. Why do you think it would have been to Mr. Dole?

A. Those were the -- that is the name that has been tossed into the conversation with Mr. Ross and Mr. Mason.

Q. You say this was in late 1984?

A. I believe it was, yes.

Q. Did Mr. Galemore indicate to you that other people had been reimbursed for political contributions at any time?

A. No.

Q. Did he say if he had ever made a political contribution prior to that?

A. No.

Q. So no discussion of that occurred?

A. No.

Q. Was Mr. Galemore reimbursed for his contribution that he made in late 1984?

A. Not to the best of my knowledge.

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MS. BEARD: Why don't we take a short break here.

(Whereupon, a brief recess was taken.)

MS. BEARD: Let's go back on the record. Are you ready to go back on, Mr. Welsh?

THE WITNESS: Yes.

Q. (By Ms. Beard) Before we took our break you were talking about a conversation you had with Mr. Galemore in late 1984, about political contributions he had made.

How many times did you discuss political contributions with Mr. Galemore?

A. Just the one time.

Q. Since then have you discussed it with him?

A. I made a telephone call to him to attempt to verify further following the SEC deposition.

Q. And what did he say then?

A. He thanked me for the call. And the basis of my call was to basically let him know that the situation had come up at that point.

Q. And did he say anything about the

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political contribution he had made?

A. No.

Q. Do you recall if this was prior to the article appearing in the Kansas City Star?

A. I do not. It was immediately following the deposition.

Q. Immediately following your deposition?

A. That's correct.

Q. So that would have been February of last year?

A. Yes.

Q. So about a year ago this time.

A. (Witness nods head.)

Q. Do you remember what you told Mr. Galemore in that conversation?

A. I told him that in the course of the deposition I had been asked whether or not I knew of any political contributions and at that time I did not other than his conversation with me which was very brief, which I recalled being in late 1984 regarding that subject.

Q. And do you remember what you told the SEC?

A. I told them that I had had a conversation with Dale regarding political

9504360036 15

contrib[illegible]ions, but I did not r[illegible]all whether or not he had been reimbursed. I believe I could recall that I couldn't substantiate that one way or another at the time.

Q. I've seen a copy of your SEC deposition transcript, and in there it indicates that you said that Mr. Galemore was reimbursed somehow on a expense report that he submitted to you, that he was reimbursed.

A. I don't have any recollection at this point.

Q. Aside from Mr. Mason and Mr. Ross, Mr. Phillips and Mr. Galemore, was there anybody else you talked to about political contributions?

A. No.

Q. Did you ever hear any talk about Ed Gibson making any political contributions?

A. No.

Q. Do you know a Wanda Bowman?

A. I -- yes.

Q. And can you tell me who she was?

A. She was the corporate secretary and was administrative assistant to Mr. Ross.

Q. Did you ever hear any discussions

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about [illegible] making political contributions?
A. No.
Q. Do you know a Stan Ross?
A. I do.
Q. And can you tell me who he is?
A. He is Mr. Ross's eldest son.
Q. Was he ever employed by Birdview?
A. He was employed as the director of marketing.
Q. Did you ever hear any discussion about Mr. Stan Ross making any political contributions?
A. No.
Q. You've already mentioned Charles Ross's name. Did you ever have any conversations or hear any talk about him making political contributions?
A. I haven't.
Q. Do you know Gunilla Ross?
A. Yes, I do.
Q. Who is she?
A. She is Charles Ross's wife.
Q. Did you ever hear any talk of her making any political contributions?
A. No.

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Q. Do you recall if Mr. Galemore, when you talked to him, mentioned if Mr. Small -- I'm sorry. Do you know Mr. Steven Small?

A. Yes I do.

Q. Tell me who he is.

A. He is the general manager of or the vice president of manufacturing in the Chanute facility.

Q. For Birdview?

A. Yes.

Q. The Old Birdview?

A. The Old Birdview.

Q. Do you recall if Mr. Galemore ever mentioned if Mr. Small or Mr. Hamilton had made political contributions?

A. I do not.

Q. When you worked for Birdview, did they have outside auditors?

A. Yes.

Q. Do you know who they were?

A. They were Touche Ross & Company.

Q. I already had the court reporter mark this as Exhibit No. 1 and I'll give you a copy and this will have to go to the court reporter afterwards. I'll give you a few moments to look

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at it. When you're done, let me know. It's seven pages, and the page I'm particularly interested in is the third page.

(Brief pause.)

Q. (By Ms. Beard) Whenever you're ready, let me know.

A. I'm ready.

Q. Have you ever seen this document before?

A. Not this political contributions comment, no.

Q. The entire seven-page document, have you seen this before?

A. No. This is a compilation that was done prior to my controllership, and I had not seen this detail.

Q. Let me just describe what it is into the record. It's a seven-page document that starts off, says Birdview prepaid expense advances and there's a date that's hard to read. Looks like -- it might be August 31st, 1984. I'm not sure. I'm sorry. It applies to earlier than that. Maybe it's March or -- I can't tell for sure. Anyway, it says underneath that, Bud Ross account, activity, fiscal 1984.

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And Bud Ross is Charles A. Ross.

A. Yes.

Q. And it lists a series of transactions, appears to be expense advances.

When you were employed by the Old Birdview, did Mr. Ross receive advances?

A. Yes, he did.

Q. Do you know what he used those advances for?

A. Used those advances so that he could travel for the company benefit.

Q. Anything else?

A. From time to time there were some personal expenditures there.

Q. Would he tell you what the personal expenditures were for?

A. Yes.

Q. Can you give me some examples of the personal expenditures?

A. Just general, general personal expenditures that normally would not be a company expendable. Those were later converted to a note receivable directly from him.

Q. How much was that note for; do you recall?

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A. I don't recall.

Q. Was it more than $100,000?

A. Yes.

Q. More than $200,000 or $300,000?

A. It was approximately $200,000, if I recall.

Q. Okay. Do you have any idea -- can you be a little more specific on what kind of expenditures they were?

A. From time to time they were deposits to his wife's account in another bank, personal money of that kind, that kind of thing.

Q. How about payments to his children?

A. From time to time, yes.

Q. Was the amount of money he was receiving ever a concern to you as controller?

A. Yes, it was.

Q. And why was it a concern to you?

A. It was a concern when I became corporate controller in late '85, the fact that the amount was not being satisfied, it was continually growing.

Q. To your knowledge did he ever pay back the amount that he owed?

A. The notes have not been settled at

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this point to the best of my knowledge.

Q. And as far as you know, they're somewhere around $200,000 or so?

A. Yes.

Q. Do you know if the board of directors was ever concerned?

A. The board of directors did have discussions regarding receivables from him.

Q. And do you know what the board of directors decided to do?

A. Those were reviewed at the fiscal year-end, 3-31-86. The significant amount of that receivable was written off as actual company expenditure due to the specific nature of those items.

Q. Can you give me some examples of what some of those things were, if you know?

A. They included dollar values or market values of stock that had been awarded by Bud to employees or potential employees, consulting fees that had been paid directly by Mr. Ross out of those funds, as well as the options on certain parcels of real estate that were placed by Bud for company benefit.

Q. Was there ever any talk of any

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contributions of any kind --

A. No.

Q. -- that Mr. Ross may have made?

A. No.

Q. I'm not talking about political contributions. I'm talking about any kind of contributions.

A. Not at that time.

Q. At any time?

A. No.

Q. Why don't we go to the third page of Exhibit No. 1. And about two-thirds of the way down you see the line that says balance, 12 slash 31 slash '83?

A. Yes.

Q. Underneath that it says political donations, various VPs, and it lists the name of Ed Hackerott. Do you know Mr. Hackerott?

A. I do.

Q. And was he the vice president of Birdview at one time?

A. Yes.

Q. And the $2,000 is next to his name?

A. Yes.

Q. And Roger Mason, we talked about

9504360362 3

Mr. Ma[illegible], with $1,000 next to his name. Then the name of Bob Owens. Do you know Mr. Owens?

A. I do.

Q. Who was he?

A. He was the VP of marketing.

Q. Was he at one time executive vice president?

A. I believe so.

Q. And $2,000 next to his name. Steve Phillips, with $2,000 next to his name; and Stan Ross, with $2,000 next to his name, for a total of $9,000. And then to the right of that there's a note which is kind of hard to read. It's hard to read on everyone's copy, but I believe it says, quote, these political contributions were made by the VPs at Bud Ross's request. Birdview reimbursed them for the donations and charged the $9,000 against Bud Ross's advance account. Effect is nil on Birdview books; therefore, pass further investigation, close quote. And then there are some initials.

Did you ever hear anything about this when you were working at Birdview?

A. No, I did not.

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Q. Did this ever come up in conversations with Mr. Mason when you were doing work for the Securities and Exchange Commission?

A. No.

Q. Do you have any idea who may have prepared this?

A. I do not. I don't recognize the initials and I'm not familiar with their auditors in that particular year.

Q. But this would have been Touche Ross's?

A. I believe so, yes.

Q. Earlier we were talking about David Owen in here and you said that you thought in your mind anyway that somehow David Owen was connected to the political contributions that Birdview employees may have made. Do you know if he knew that Birdview employees and officers were being reimbursed for these political contributions?

A. I don't have any idea.

MR. BLESSINGTON: I'd like to ask a couple of follow-up questions, if I could.

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EXAMINATION

BY MR. BLESSINGTON:

Q. Just getting back to Galemore, we have a bit of a conflict and I'd like to try to resolve it with you here if we could.

A. Certainly.

Q. When you testified before the Securities and Exchange Commission you were asked if you were aware of any political contributions made by Birdview employees, and I'll quote you your answer. Quote, as the controller of the microwave division I had paid an item for an employee of the company in the summer of 1985, if I recall the dates correctly; that when I approached to me indicated it was a political contribution. When you were asked who the person was, you said it was Dale Galemore.

Again, you were asked if you reimbursed him and you answered, quote, I recall reimbursing him, yes, end quote. And still further, you were asked what the amount was and you said that the figure $3,000 sounded like it was likely.

Now, that was about a year ago that you gave that testimony to the SEC, and today

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you say that you can't recall whether you reimbursed him or not. And if I'm not mistaken, I believe that you said you think that he was not paid. Can you give me some idea perhaps why the different stories in the period of a year?

A. Well, I've had -- I've had a lot of time to think over last year and all this kept coming up again and again and again. And at some point I began to question whether I actually did. I honestly do not know at this point.

Q. Why do you think that you felt a year ago that you reimbursed him?

A. Well, I was closer to the records then, for one thing. I may have had some indication that I had, or at least I felt that I had.

Q. Well, let's try to go through a few possibilities here.

A. Certainly.

Q. We haven't noticed in the public record any contributions in the year 1985 from a Dale Galemore -- excuse me -- year '84, beyond contributions that were made by Mr. Galemore and his wife in June of 1984 to the Dole for Senate

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Committee.

A. Uh-huh.

Q. Now, we have evidence that he was reimbursed $3,000 for the contribution of $1,000 that he made and $1,000 that his wife made in the form of a bonus, so he ended up virtually even, you know, when deductions were taken into account.

Could it have been that Dale Galemore was explaining to you what had already gone on before you were there?

A. Well, I believe that was the basis for the discussion, was that the -- and I don't recall whether the bonus or reimbursement as you call it was awarded. I do recall the conversation. Again, at that point it was some four years old in my memory. I did recall the conversation with him.

Q. And it was fairly clear from this conversation that Dale Galemore had made a contribution and that his wife had made a contribution?

A. Yes.

Q. And that he was reimbursed by Birdview?

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A. I honestly don't recall the reimbursement.

Q. See, what I'm trying to get at here is I'm trying to make some sense out of, based upon what we've discussed with some other people, some documents that we've seen and your testimony before the [redacted] and your testimony here today.

A. Yeah.

Q. Trying to come up with the truth, in effect.

A. Certainly. I'm not trying to hide anything by any means. I simply --

Q. I'm just trying to reconcile all the different pieces.

A. Sure. I don't know the dates when the contributions were made. Mr. Galemore did come to me and I'd say I believe in late '84 with a request for bonus or reimbursement.

Q. So you do recall that there was a request on his part? He was looking for something from you? He wasn't simply just discussing the issue with you?

A. No, we were simply discussing. He came to me and mentioned that he had done -- he

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had made political contributions and that possibly he understood he was to be reimbursed. You know, the exact details of the conversation five years old --

Q. That's okay, I understand that and I'm trying to get at your impression of what was said, not the specific words. Now, you started work for Birdview in September of 1984.

A. Yes.

Q. Had you done any consulting work with them perhaps earlier, maybe in June or --

A. Nor.

Q. -- something? July?

A. No, I was hired to fill a new position in September of'84.

Q. And prior to that time you had no contact with Birdview whatsoever?

A. None whatsoever.

Q. How well did you know Dale Galemore at the time of the conversation?

A. We had just met. He was the general manager and we had had some association in way of developing a working accounting system and, you know, working cost system to track product through the plant itself.

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Q. Did you come to know him fairly well?

A. I can't say that I knew him fairly well. We were -- we worked well together.

Q. What was your impression of him? Was he an honest person?

A. I believe he is, yes.

Q. Do you think it would be possible that he would be seeking additional remuneration from contributions that he'd made earlier?

A. I don't think so.

Q. So it's still a mystery, then, because we have -- we do know that he was reimbursed and the reimbursement was on June the 30th, before you arrived. He was reimbursed $3,000 in the form of a bonus for a contribution he'd made earlier that month, and it was to Dole.

A. In June?

Q. In June. And we're quite certain that the Dole committee filed reports with the Commission that are on the public record that the Galemores had made contributions in June.

A. Uh-huh.

Q. So I'm still somewhat at a loss to explain the latter conversation that he had with you.

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A. Uh-huh.

Q. That's why I had at least thought possibly that he might have been explaining to you what had happened rather than requesting reimbursement for another contribution.

A. He may have been. I honestly don't -- at this point in time, I can't say as I recall the exact detail.

Q. If you'd just do me a favor, just try to explain one more time your best recollection as of today, as to what happened --

A. Sure.

Q. -- with Mr. Galemore.

A. Well, as controller of the division I was in charge of the -- any cash dispersements that might occur or any authorization for cash dispersements. And Dale Galemore came to me with -- in order to discuss political contributions. At this point in time I do not recall whether or not in late 1984 I issued a reimbursement of any kind. He did indicate to me that he and his wife had made political contributions.

Q. And it is your recollection now that at the time he was seeking some type of

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reimbursement from Birdview?

A. I believe so, yes.

Q. He wasn't just telling you as a co-worker?

A. I don't think he would just off the cuff say, "Hey, I made contributions."

Q. So you recall he was coming to you in your official capacity as controller of the microwave division?

A. Yes.

Q. Okay. Thank you. I want to follow up with one more point.

You indicated that you had a number of conversations with Birdview officers and employees relative to political contributions that had been made to the Dole for Senate Committee.

A. Yes.

Q. Now, based upon these conversations it is your understanding that the political contributions made by Birdview officers and employees and spouses were as a result of Dave Owen's influence with Birdview's management?

A. Yes.

Q. Do you feel pretty confident about

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that?

A. I do.

Q. And again, this is based upon conversations with a variety of people, including Bud Ross himself, Roger Mason, Steve Phillips, Dale Galemore?

A. Yes.

Q. And apart from the conversation with Galemore that we just discussed, is it also your impression that these other contributions were reimbursed by Birdview?

A. Until introduction of this schedule by Touche Ross, I had no formal knowledge that they had been reimbursed.

Q. I'm not asking you whether you had normal knowledge, but was it your sense that this is what the case was?

A. It had been discussed and my feeling prior to viewing this information was that if, in fact, those individuals were reimbursed in any fashion, it was done by not only their performance within the company but their willingness to support the company's political views or to at least aid the industry position in that fashion that resulted in their receiving

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a bonus.

Q. That's a bit convoluted, but it's -- I know you're trying to be careful. But again, you feel as though these people were taken care of because their political contributions were, in fact, part of their job? Is that essentially what you're saying?

A. Not necessarily part of their job, but it was part of an overall attitude or an overall performance that the company was rewarding through a bonus, was my assumption.

Q. So they were rewarding presumably good work actually in the job itself?

A. Yes.

Q. And also rewarding the support of the political candidates who supported the industry?

A. Yes.

MR. BLESSINGTON: Thank you.

EXAMINATION

BY MS. BEARD:

Q. Have you ever heard of an organization called SPACE?

A. Yes.

Q. And how did you hear of them?

A. Mr. Ross was, prior to my becoming

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prior to my becoming controller for the organization, the president of that organization.

Q. Do you recall what SPACE stands for?

A. Not exactly, no. If I recall -- I don't have it in front of me. It's something like satellite -- I don't remember -- something Earth stations, but I don't remember the whole thing.

Q. It has to do with the satellite industry; is that correct?

A. Yes.

Q. Do you know that SPACE had a political action committee?

A. I did not.

Q. Did you ever hear of any talk about people making contributions, Birdview employees making contributions, to SPACE for political candidates?

A. No.

Q. That never came up at all?

A. No.

Q. I want to start closing up now. I want to remind you of the confidential provisions again. It is against federal law to

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discuss this deposition with anyone who is not present today. I want to remind you of that and make sure you understand that.

A. Certainly.

Q. And if you have any questions about that, we'll be glad to answer your questions about the confidentiality provisions. Okay?

A. Certainly.

Q. I'm handing you a check for your witness fee and mileage. This is for you (indicating), $34.50. And I'm going to continue the deposition, which means we may want to talk to you again. I don't think that's likely, but it's just a kind of a formality that we have that we do. And do you have anything else, any questions that you'd have?

A. No.

MS. BEARD: We'll go off the record.

(Whereupon, a discussion was held off the record.)

MS. BEARD: Back on the record for a second. We're back on the record. You have the right to read your deposition transcript or you can waive that right. It's up

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to you. Since you don't have an attorney at law, let me explain a little bit about what it is. If you'd read it, you'd read it for corrections, make any corrections you wanted to make. If it substantially changes the meaning of the response, you have to tell why you're changing it and then you initial each change. And the court reporter would send you instructions on how to do that. And it's up to you if you want to read it or not.

THE WITNESS: I do.

MS. BEARD: Okay. Do you want it sent to your home address --

THE WITNESS: Yes.

MS. BEARD: -- that you gave in the deposition? Okay, we'll have it sent there. And now we're off the record.

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LARRY JOE WELSH

Subscribed and Sworn to before me

this _____ day of _____, 1989.

_____

Notary Public

County of _____

State of _____

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C E R T I F I C A T E

I, Raymond J. Thibault, R.P.R, a Notary Public of the State of Missouri, do hereby certify:

That prior to being examined the witness was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action. WITNESS my hand this _____ day of _____, 1989.

_____

Raymond J. Thibault R.P.R.
Notary Public, Clay County
State of Missouri

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ORIGINAL

TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

FEDERAL ELECTION COMMISSION

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IN RE: :
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MATTER UNDER REVIEW NUMBER 2582 :
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DEPOSITION OF BETTY OWENS

Kansas City, Missouri

Wednesday, April 20, 1988

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF BETTY OWENS, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 20th day of April, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

RAYMOND J. THIBAULT, R.P.R.

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463.

Appearing for the Respondent was MR. JOHN C. AISENBREY of STINSON, MAG & FIZZELL, 920 Main Street, P. O. Box 19251, Kansas City, Missouri 64141.

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BETTY OWENS,

a Respondent, being first duly sworn, testified under oath as follows:

(Whereupon, B. Owens Deposition Exhibit 1 was marked by the reporter for identification.)

EXAMINATION

BY MS. BEARD:

Q. Can you please state your name?

A. Betty Frances Owens.

Q. Have you ever had your deposition taken before?

A. No.

Q. I'm going to tell you a little bit about what is going to happen. I'll be asking you a series of questions and the court reporter is going to take down everything we say. As a result, you have to use a "yes" or a "no" instead of nodding your head yes or no, because he can't take down nods. He can only take down words. If you don't hear me or you don't understand me, please let me know and I'll rephrase it or say it louder or whatever needs to be done.

Are you being represented by counsel

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today?

A. Yes, I am.

Q. And can you tell me what his name is?

MR. AISENBREY: John Aisenbrey.

Q. (By Ms. Beard) What is your home address?

A. 12328 Pembroke Lane.

Q. Your home telephone number?

A. [redacted]

Q. And what city is that in?

A. Leawood.

Q. Kansas?

A. Kansas, uh-huh.

Q. Are you married?

A. Yes.

Q. Can you tell me your husband's name?

A. Yes, Robert E. Owens.

Q. Are you currently employed?

A. No.

Q. Have you been employed in the past, going back to, let's say, 1983?

A. No.

Q. So all that time you've just been a housewife and taking care of kids --

A. Having children, uh-huh.

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MR. AISENBREY: I'm awful glad glad it's a woman who asked that question.

Q. (By Ms. Beard) Did you have an education after high school?

A. No.

Q. And you finished high school?

A. No, I took G.E.D.

Q. G.E.D. --

A. General education --

MR. AISENBREY: General Equivalency Diploma.

Q. (By Ms. Beard) Aside from your husband and your attorney, have you talked to anyone about your deposition today?

A. No.

Q. Have you reviewed any documents aside from the documents that were provided to us by your attorney?

A. No.

Q. Have you been involved in the past in politics?

A. No.

Q. Have you ever made a contribution to any political candidate or political committee?

A. Could you repeat the question?

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Q. Have you ever made a contribution to a political candidate or a political committee?

A. Yes.

Q. Can you tell me who or how many times you've done that?

A. President Reagan, given $25 here and --

MR. AISENBREY: $1,000 to Bob Dole.

THE WITNESS: Yes, and this of course, but. . .

Q. (By Ms. Beard) Aside from Bob Dole and President Reagan, can you think of anyone else?

A. No.

Q. I'm going to pass you what's already been marked as Exhibit No. 1 and ask you to look at it. It's two pages.

A. (Indicating.)

Q. Can you tell me what the first page appears to be?

A. A letter from Bob Dole to us.

Q. Can you tell me what the gist of the letter is?

A. We weren't able to make a dinner.

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Q. And he's thanking you for a contribution?

A. Yes.

Q. And if you'd go to the second page of the exhibit, I'm interested in the top item. Can you tell me what that is?

A. Contribution.

Q. To whom?

A. To Dole.

Q. And it's from who?

A. From me.

Q. This is a photocopy, but did you sign the original?

A. Yes, I did.

Q. And so it's your signature and your writing on the check?

A. Yes, it is.

Q. Can you tell me about the circumstances that led up to your writing the $1,000 check to the Dole for Senate Committee?

A. My husband said that we were asked by Bud Ross to make a contribution to Bob Dole and I made it.

Q. So your husband came home from work one day and he told you about it?

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A. Uh-huh.

Q. Do you remember, did you write the check the first time he told you about it or was there several conversations over a period of several days?

A. I only remember one conversation and it was kind of angry. I didn't want to -- I didn't want to write the check. It was -- it was not really on our behalf. It was -- it was because Bud Ross had asked us to write the check.

Q. By "Bud Ross," you mean Charles A. Ross?

A. Uh-huh.

Q. You mentioned that you were kind of angry. Do you remember anything else about the conversation aside from that?

A. No, no.

Q. After you wrote the check, you gave it to your husband or did you mail it to someone? Do you recall?

A. I don't recall.

Q. Okay. Do you recall talking to your husband about the contribution after you wrote the check? I mean, the next day or the next

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week?

A. No.

Q. Do you recall him talking to you about it at any time up until the time you received notification from the Commission about it? I mean, anytime in that time period do you recall any other conversations?

A. No.

Q. Did you talk to anyone else about the contribution?

A. No.

Q. Talk to any friends or family?

A. No.

Q. You said that you were angry about making the contribution because you felt it was coming from the corporation. I don't want to put words in your mouth. I want to make sure I understand why you were angry.

A. No, I -- I didn't understand the contribution, exactly what -- I felt it was more because Bud wanted us to contribute and I felt that because my husband was executive vice president that we had to do this, that it was asked by Charles Ross and he was -- I knew that he was into -- or not into, but either

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friends -- I didn't know, but I felt that maybe he was friends or -- I'm not really sure what it was, but I felt like it was more for his -- he wanted us to do it and it was something that he just said "do this" and we didn't have a choice.

Q. If your husband hadn't come home and asked you to write a $1,000 check to the Dole for Senate Committee, do you think you would have done it on your own, decide to write a check like that?

MR. AISENBREY: I'll object to the speculation, but you can go ahead.

A. Probably not.

Q. (By Ms. Beard) When your husband came home and talked to you about writing the $1,000 check, did you and he discuss whether somehow you would receive compensation for writing the $1,000 check?

A. No.

Q. Did that ever come up afterwards where you discussed that or you found out anything about that?

A. No.

Q. You mentioned before that you gave, I think, $25 on occasion to other candidates,

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nothing approaching -- you never gave anything approaching $1,000 --

A. Huh-uh.

Q. -- to anyone else? Was that a no?

A. No. Sorry.

Q. Again, going back, you said you were angry about having to write the check and you mentioned you were angry because you thought it was for Bud Ross, Bud Ross's purposes.

Were you angry, too, because of the amount of money involved or was that part of it it? I'm trying to get at all the reasons why you may have been upset.

A. Yeah. I mean, it wasn't -- it wasn't -- I didn't make the decision to give a thousand dollars, or any amount for that matter. It wasn't -- it wasn't really -- I didn't feel like it was -- it wasn't my idea.

Q. So would you consider a $1,000 check a considerable expense and something you'd think about before you would do it normally?

A. It depends.

Q. Would you consider a $1,000 political contribution a considerable expense?

A. It depends.

9504368365 2

Q. Depends on what? I'm just trying to get at what --

A. Well, I don't understand what your point is.

MR. AISENBREY: She wants to know whether a $1,000 political contribution would be a major expense to you. I realize that if you were buying a house, a thousand dollars is a drop in the bucket. If you're going to your laundry to pick up shirts and it's $1,000, it's going to catch you and back you off. She wants to know if in the grand scheme of your political contribution life, is $1,000 a biggie or --

A. It's more than -- more than I would like to give.

Q. (By Ms. Beard) You mentioned before the $25 range before is what you've given in the past or even since then possibly.

So would you consider $1,000 considerable more than what you've given in other instances?

A. Well, on the $25, that was on a -- and I'm not quite clear of this, because I haven't reviewed this. I don't quite remember it. It's been a couple years ago.

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Q. Right.

A. We gave once a month. It was on regular -- you send it -- it was a pledge you made. And I believe it was $25 a month. So that was -- you know, it was still less than $1,000, but my -- you know my problem with answering your question, I think, real clear is if I really was -- you know, depends on -- if I was really into politics or something, a thousand dollars would not -- I wouldn't think would be a whole lot to give, if I was really involved, you know. I'm just not -- you know, I'm a mother. You know, I'm into children and my home. I'm not into politics. But the thousand dollars doesn't seem like, you know, a whole lot of money. I mean, it's a lot, but it's not.

MR. AISENBREY: You've answered the question.

THE WITNESS: Yeah.

MS. BEARD: Pursuant to the Commission regulations which are in Section 437g of Title II of the United States Code, all investigations conducted by the Commission must remain confidential until the file is closed.

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We'd just like you to know, this is a provision stating you should not be discussing this outside, aside from your attorney and your husband. Also, you have the right to review your transcript of the deposition, and your attorney may decide whether he wants you to review it or not.

MR. AISENBREY: Why don't you just send them both at the same time.

MS. BEARD: And I'm handing you a check for witness fee and mileage and that's going to conclude our deposition.

THE WITNESS: Okay.

MR. AISENBREY: Thank you.

MR. BLESSINGTON: Thank you.

9504368 3455

BETTY OWENS

Subscribed and Sworn to before me

this 20th day of June, 1988.

Sharon L. Yancey

Notary Public

County of JOHNSON

State of KANSAS

SHARON L. YANCEY
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Expires Sept. 1, 1991

SHARON L. YANCEY NOTARY PUBLIC STATE OF KANSAS

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C E R T I F I C A T E

I, Raymond J. Thibault, R.P.R, a Notary Public of the State of Missouri, do hereby certify:

That prior to being examined the witness was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action. WITNESS my hand this _____ day of _____, 1988.

_____

Raymond J. Thibault R.P.R.
Notary Public, Clay County
State of Missouri

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TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

- -x
:
IN RE: :
:
MATTER UNDER REVIEW 2582 :
:
- -x

DEPOSITION OF SHARON PHILLIPS

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW 2582

DEPOSITION OF SHARON PHILLIPS, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 9th day of May, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

JANENE M. HILL, C.S.R.,

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

9504368659

APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 East Street, N.W., Washington, D.C. 20463.

Respondent appeared pro se.

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WITNESS:

SHARON PHILLIPS

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EXHIBITS:

(NONE)

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SHARON PHILLIPS,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MS. BEARD:

Q. Will you please state your full name.

A. Sharon Elaine Phillips.

Q. Mrs. Phillips, have you ever had a deposition taken before?

A. Never.

Q. I'm going to explain to you a little bit about what's going to happen.

A. I don't think I have.

Q. I'm going to be asking you a series of questions, and the court reporter is going to be taking down everything we say and a typed transcript will be prepared from that, and since the court reporter can only take down words, I'm going to have to have you respond with yes or no instead of nodding your head.

A. Yes.

Q. And if you need to take a break for any reason, you should let me know and we can take a break. If you don't understand a question, let me know and I will try and

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rephrase it, and if you can't hear me, let me know and I'll try to speak a little bit louder.

A. Okay.

Q. You should treat this deposition as if you were testifying in front of a court of law in front of a judge and jury, okay?

A. Okay.

Q. I notice that you're not being represented by counsel today, and I want to make sure that you understand that you do have a right to be represented by counsel.

A. Yes.

Q. Can you give me your address?

A. 706 Persimmon View, Olathe, Kansas, 66061.

Q. And that's your home address?

A. That's my home address.

Q. And your telephone number?

A. [redacted]

Q. And that's your home phone number?

A. That's my home phone number.

Q. Are you married?

A. Yes.

Q. Can you state your husband's full name.

9504336836662

A. Steven Lee Phillips.

Q. Did your husband ever work for Birdview Satellite Communications, Incorporated?

A. Yes.

Q. Are you currently employed?

A. Yes.

Q. And what is your occupation?

A. I work at Olathe North Senior High School in the cafeteria.

Q. Is that a part-time job or full-time job?

A. Part time.

Q. And how long have you worked there?

A. I started middle of January.

Q. Of this year?

A. Of this year.

Q. And what's the salary?

A. [redacted]

Q. Did you work before that job outside the home?

A. Yes.

Q. When was that?

A. Well, I worked for my husband part time when he had his business for about a year. So it would have been about -- was that --

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A. I'm trying to think. I don't remember dates.

Q. Would that have been 1986 when you were working for him?

A. Yeah, I believe that's the date, 1986.

Q. Before that did you work?

A. Yes, I did.

Q. And where was that?

A. I worked at Olathe Community Hospital for mobile scanner in the X-ray department. I worked there for about eight months.

Q. Do you remember when that was?

A. Well, it was when we first came up here. So it would have been -- we came up here in 1984 or '85. It would have been about four months after we moved up here.

Q. Okay. That's fine. And before then did you work outside the home?

A. Yes, in Chanute I worked at Neosha Memorial Hospital part time in the X-ray department.

Q. And do you remember when you worked there?

A. It was the year before we moved up here. I worked there off and on for two years.

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I was an on-call person. So I worked there, I know I worked there the last day we moved up here because I left there and then came right up here that day. So that would have been probably in '84 or '85. I just really can't remember. It's been -- we've been up here -- we will be up here four years July the 21st.

Q. So that would date back to 1984, is when you moved up here?

A. Yeah, the dates go back.

Q. So if you worked for a couple of years off and on at the hospital, that would be '83 and '84?

A. '84, that's right, and I think I got my job at the hospital in October of '84.

Q. I thought you said you moved up here in '84?

A. Yeah, we moved up here in '84, July of '84. So July, August, September.

Q. This is the hospital up here?

A. Yes, yes.

Q. I'm going back now to the hospital in Chanute.

A. Okay.

Q. So about when do you think you started

9504368365

working at the hospital in Chanute?

A. Probably '82.

Q. And so off and on between '82 and '84 you worked there?

A. Yes. See, I worked full time and then I quit and then they asked me to come back on call. So my dates are really -- I just really can't remember because it was just part time off and on.

Q. Do you remember what your salary was when you worked down in Chanute?

A. No.

Q. Do you remember if it was minimum wage or if it was above?

A. Above.

Q. And what's the highest level of education that you completed?

A. I graduated from the 12th grade.

Q. Do you have any college?

A. No.

Q. And have you talked to anyone aside from your husband about having a deposition taken today?

A. No.

Q. Have you ever been involved in

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politics?

A. No.

Q. Have you ever made a contribution to a candidate or a political committee?

A. I don't know if I did. I know my husband did. We wrote a check for a contribution and the check states Steven or Sharon Phillips for $1,000 a few months before we moved up here.

Q. Would be back --

A. It was in December.

Q. What year?

A. Just before we moved up here. It would have been in December and we moved up the following -- well, that would have been -- let's see, it would have been in December and we moved up here in July after --

Q. July '84?

A. July the 21st.

Q. So it would have been December of '83 you were talking about then?

A. Well, yeah, I guess so.

Q. And you just mentioned that your husband wrote a check for $1,000?

A. Yes.

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Q. Do you know the circumstances behind your husband writing that $1,000 check?

A. Not really, very little.

Q. Can you tell me what you do know about it?

A. I know he came home from work one day and he said that we had been invited for a dinner with Senator Dole and that we could contribute if we wanted to, and we lived in Chanute and the dinner party was here in Kansas City in Overland Park. And we got the checkbook. We came up for the dinner. I had no idea whatsoever what any of it was about. He wrote the check.

I remember he wrote the check and we gave it to him at the dinner party which lasted a few hours and then we came home. I had no idea up until you know the last few months, you know, we have talked about it some, but that's all.

Q. You said "he" wrote the check, that being your husband?

A. Yes, my husband wrote the check.

Q. And then he handed it to Senator Dole?

A. Well, now I can't tell you that

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because I don't remember if he handed him the check or if I saw him hand him the check. I know he wrote the check.

Q. Do you remember writing a check for a contribution from you?

A. No, I do not.

Q. Is it possible that you could have written the check and you just don't recall it?

A. It's possible, but I've tried to think, you know, very, very hard, and I cannot remember. Did I?

Q. I can tell you that we've got reports from the Dole for Senate committee that lists you as a contributor of $1,000. However, we don't -- that's just what we got from them.

A. But you don't have a check or anything?

Q. We don't get copies. As part of the public disclosure rules, they don't have to give copies of checks, and that's why I'm asking you if you recall.

A. I was hoping that maybe you did, because I honestly do not remember.

Q. Do you have a type of checking account where you get your checks back with a monthly

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statement?

A. Yes, and at that time I had my own checking account.

Q. Your own and a joint checking account?

A. Yes.

Q. So you had one checking account with your name on it alone and then you had a second checking account with your name and your husband's name?

A. That's right.

Q. Did your husband have a checking account of his own also?

A. No.

Q. So there would be two checking accounts then?

A. Yes.

Q. When you got the subpoena that we sent you did you check back for your checks?

A. Yes, I did.

Q. And for both accounts?

A. Yes, for both accounts. Well, no, I looked for my accounts. When we moved up here I kept my records for two years on all of our checks and everything. Then I went through and I threw out a bunch of checks. So then when I

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went back and started looking for the checks, there are places missing, there are packets. Now, I did not have my checking account very long, and I cannot tell you how long I did have it. It was a grocery account. My grocery money was put in that account. It was in my name. I did do away with that when we moved up here.

Q. But you had that account you think in December of '83?

A. I'm sure I did.

Q. So that was one account and the other account was your joint checking account with your husband which most of your expenses came out of?

A. Yes.

Q. And you checked that account?

A. I couldn't find checks for everything. I had checks for -- the closest time when we came up here I think there was like two months. That's all I could find.

Q. And you closed out these accounts when you moved from Chanute up to the Kansas City area?

A. Yes, I did, but I do not remember when I closed them out. I don't remember how long I

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kept them after I had opened our checking accounts here.

MS. BEARD: Can we go off the record for a second?

(Whereupon, there was a discussion off the record.)

Q. (By Ms. Beard) Do you recall which bank you had your accounts with in Chanute?

A. Yes, the Bank of Commerce.

Q. I'm going to ask you if you could check with the Bank of Commerce to see if they have any records going back from you for $1,000 check.

A. Okay.

Q. So that we could try to find out if in fact you did write the check or not. And then let us know if that's possible.

A. Okay. I had thought about that before, but they've also changed -- they went out of business. They went -- I don't know what happened to them. They closed the bank one day with everybody's money in it for several weeks until somebody else came and took over. Now, I don't know if they -- I don't know if they keep the records, how far, if they'll do that. You

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think?

Q. I don't know how far back.

A. Okay. I'll call and ask.

Q. If you can either do that or drop them a letter and just let us know what the result is, just so we can try to find out if in fact you did write a check.

A. Okay.

Q. I can tell you that the dollar amount of contribution listed as being made in your name was $1,000.

A. And my husband too?

Q. And $1,000 for your husband. Okay. So it could be either two $1,000 checks or one $2,000 check, is what we're looking for.

A. Okay.

Q. And so that would be a very big help. To your knowledge, this is kind of hard because we're not sure if you made the contribution, but if you had made the contribution, were you reimbursed for it?

A. Not that I'm aware of.

Q. Would your husband have gotten reimbursed and not told you?

A. Not that I was aware of. I mean he

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might have, but I couldn't say for sure. You know, there's a lot of things that I didn't know, you know, I just don't know. I really don't.

Q. Would you have written a $1,000 check to Senator Dole without being reimbursed?

A. Probably not.

Q. Would spending $1,000 on a political campaign be a considerable amount of money for you to spend?

A. Yes.

Q. Would writing a $1,000 check be something that would stick in your mind for something like that?

A. Yes.

Q. Do you recall at the dinner party that you went to -- I don't know if I asked you that before, was that Bud Ross' house?

A. Yes.

Q. Bud Ross being Charles A. Ross?

A. Yes.

Q. Do you recall if anyone else handed -- you don't recall if it happened with you, but do you recall anyone else making a contribution to Senator Dole there?

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A. No, I did not see anybody do that.

Q. Do you remember discussing at any time making a political contribution with anyone aside from your husband? I know once you got this subpoena --

A. I'm not sure I understand your question.

Q. Going back to the time, back to 1983?

A. Yes.

Q. Do you remember talking to anyone about making a political contribution?

A. Telling anyone.

Q. Either you making one or having someone else come up to you and tell you that they made one?

A. No, I can't think of anybody that -- I mean we might have said something to our parents, but other than that.

Q. What hospital did you say you worked at in Neosha?

A. At Neosha Memorial Hospital.

Q. Do you know -- I'm trying to think, did Cynthia Galemore work there when you did?

A. I don't know if she worked there when I did or not. I can't remember. I know that

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she did work there, but I worked in another department and I didn't know a lot of the people that worked there.

Q. So you wouldn't have discussed anything like this with Cynthia Galemore?

A. No, no. We don't have -- we're not in with a group of people or we do not socialize, and so no, I would not have.

Q. I'm letting you know that the commission has a policy where you can read your deposition.

A. Okay.

Q. Or you can waive that right and it's up to you. If you waive the right, then everything you say is going to be deemed to be that's what you actually said. If you decide to read it, then you can make any changes you want to make if something was not taken down correctly. You have to explain the changes you made. Do you want to read it or do you want to waive it?

A. I can't recall it at another time? I couldn't ask to read it in the future for any reason or would it have to be now? I mean I don't see any reason why I want to read it,

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but --

MR. BLESSINGTON: I think I know what you mean. You have an opportunity to review the deposition to see if you think there might be some inaccuracies, if you might have said something you didn't think you said or something, and that would be whenever the court reporter is able to transcribe it.

Now beyond that, you wouldn't have an opportunity to see the deposition I don't believe until probably the case was closed.

THE WITNESS: Oh.

MR. BLESSINGTON: And then it will go in the public record.

Q. (By Ms. Beard) So it's up you to if you want to read it now or if you want to waive it. I'ts totally up to you.

A. I'll just waive it.

Q. Okay. I'm going to hand you a check in the amount of $38.40 that represents witness and mileage fees, and I'm -- before I close the deposition, I want to let you know that the commission is conducting this investigation pursuant to Title 2 of the United States Code, Section 437g, and that has a provision in it

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that requires that all investigations being conducted by the commission be kept confidential, and therefore, I'm letting you know that you shouldn't discuss this outside of this room, and I'm going to close the deposition.

A. Okay.

Q. That's it.

CERTIFICATE

I, JANENE M. HILL, a Certified Shorthand Reporter in and for the State of Kansas, do hereby certify that I appeared at the time and place first hereinbefore set forth, that I took down in shorthand the entire proceedings had at said time and place, and that the foregoing constitutes a true, correct, and complete transcript of my said shorthand notes.

_____

JANENE M. HILL, CSR

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TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

- -x

IN RE:

MATTER UNDER REVIEW 2582

- -x

DEPOSITION OF ROGER MASON

Kansas City, Missouri

Tuesday, May 10, 1988

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW 2582

DEPOSITION OF ROGER MASON, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 10th day of May, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

JANENE M. HILL, C.S.R.,

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 East Street, N.W., Washington, D.C. 20463.

Appearing for the Respondent was MR. THOMAS M. BRADSHAW of HOSKINS, KING, McGANNON & HAHN, 1100 Commerce Trust Building, Kansas City, Missouri 64106.

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ROGER MASON,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MR. BLESSINGTON:

Q. Mr. Mason, this deposition is being taken pursuant to Section 437g, Title 2 of the United States Code under the Federal Election Commission's authority to civilly enforce the Federal Election Campaign Act. This is a civil investigation, not a criminal one. We've designated it Matter Under Review 2582. My name is Daniel J. Blessington, and I'll be representing the commission here today along with Susan Beard. Could you state your full name, please.

A. My name is Roger Mason.

Q. And you have a right to counsel and I note that one is present.

MR. BRADSHAW: Thomas M. Bradshaw representing Mr. Mason.

Q. (By Mr. Blessington) And I'd like to just give a brief description of what I'd like to accomplish today. I'm going to be asking questions designed to elicit information

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regarding violations of the Federal Election Campaign Act. However, it is my understanding that some questions have come up relative to your possibly asserting your Fifth Amendment privilege, and I'll defer to Mr. Bradshaw to get something on the record right now.

MR. BRADSHAW: All right. As I explained off the record, Mr. Mason will assert his Fifth Amendment privilege against self-incrimination this morning and refuse to answer any questions beyond his name and address. The reason for that is that the SEC has notified us of an investigation that they have ongoing in which the commission has entered a formal order identifying the focus of the investigation as securities fraud pertaining to the operations of Birdview, Incorporated, company which Mr. Mason was an officer, and that Bud Ross and Mr. Mason are two of the targets of that investigation.

We were also notified yesterday by Special Agent Frank Kerry that the Justice Department is conducting a criminal investigation pertaining to violations of Title 18, United States Code, Section 1001 with

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respect to reports filed by the Dole campaign, and it's my understanding that the questioning this morning pertains to contributions to that campaign.

I talked with Assistant U.S. Attorney Julie Robinson in the Kansas City, Kansas, office this morning and asked her if Mr. Mason was a target of that investigation into the Dole campaign, and she said that the investigation was in its preliminary stages. She could not tell me whether he was a target or not but that anybody who made a contribution was a subject of that investigation.

So for those reasons, I've advised Mr. Mason to assert his Fifth Amendment privilege to all questions with respect to that contribution. If he were granted immunity, he would be willing to testify, and we have produced documents for the Federal Election Commission showing a contribution that he made and showing what his compensation was from Birdview during 1983 through 1986 I believe, and his testimony would be to the effect that he made a contribution and was not reimbursed for the contribution and made the contribution

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without any agreement that there would be reimbursement.

MR. BLESSINGTON: Thank you. Well, as I indicated to you off the record, I'm not authorized to compel Mr. Mason to give that evidence or testimony as to which he asserts his privilege against self-incrimination, nor am I authorized to grant immunity.

Q. (By Mr. Blessington) Any question I ask will be with the understanding that if you do wish to assert your privilege, you may simply state so for the record. If you do answer any questions, you will be doing so voluntarily; is that correct?

A. (Witness nods head.)

Q. Is that correct?

MR. BRADSHAW: Yes, that's correct.

Q. (By Mr. Blessington) Mr. Mason, what's your home address?

A. 827 South Plummer, Chanute, Kansas.

Q. And your telephone number?

MR. BRADSHAW: You can go ahead and answer that.

A. [redacted]

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Q. (By Mr. Blessington) And what is your current occupation?

MR. BRADSHAW: Now to all questions beyond what you've just asked, his name, address and telephone number, Mr. Mason will assert the Fifth Amendment privilege against self-incrimination and refuse to answer on the advice of counsel.

Q. (By Mr. Blessington) What is your current occupation?

MR. BRADSHAW: He refuses to answer that question.

MR. BLESSINGTON: Can he say that?

MR. BRADSHAW: Well, I don't want to have him go through that. I'll do it for him as his attorney. So he's refusing to answer that question.

MR. BLESSINGTON: Can we go off the record for a moment.

(Whereupon, there was a discussion off the record.)

Q. (By Mr. Blessington) Back on the record. What is your current occupation?

A. I refuse to answer.

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Q. What have you done to prepare for your deposition?

A. I refuse to answer.

Q. Have you ever worked for Birdview Satellite Communications, Incorporated?

A. I refuse to answer.

Q. If you did work for Birdview Satellite Communications, Incorporated, when did you begin working?

A. I refuse to answer.

Q. Did you work for Birdview in December of 1983?

A. I refuse to answer.

Q. What positions have you held at Birdview?

A. I refuse to answer.

MR. BLESSINGTON: I'm going to ask the court reporter to mark this as Exhibit 1.

(Whereupon, Mason Deposition Exhibit 1 was marked by the reporter for identification.)

Q. (By Mr. Blessington) And I'll give you a copy of it, Mr. Mason. It will probably look familiar to you inasmuch as it was pages

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from the response that you gave us to the subpoena. And page 1 is a check on what appears to be your personal account to the Dole for Senate committee in the amount of $1,000. Do you recognize that?

A. I refuse to answer.

Q. Page 2 is a copy of a letter. Heading is Bob Dole, United States Senate, January 3rd, 1984, and it appears to be a thank-you note for having made a contribution to the Dole for Senate campaign. Do you recognize that document?

A. I refuse to answer.

Q. How did you come to contribute to the Dole for Senate campaign?

A. I refuse to answer.

Q. Have you ever been involved in politics as a volunteer or financial contributor before this contribution?

A. I refuse to answer.

Q. Did you discuss supporting Senator Dole with associates at Birdview?

A. I refuse to answer.

Q. Did anyone tell you to make this contribution?

9504368388

A. I refuse to answer.

Q. Specifically, did Bud Ross tell you to make this contribution?

A. I refuse to answer.

Q. Were you ever reimbursed by Birdview for your contribution of December the 13th, 1983, to the Dole for Senate committee?

A. I refuse to answer.

MR. BLESSINGTON: I'm going to ask the reporter to mark this Exhibit 2.

(Whereupon, Mason Deposition Exhibit 2 was marked by the reporter for identification.)

Q. (By Mr. Blessington) It's a two-page document. I'm going to give you a copy of it, Mr. Mason, to have a look at.

Q. As I indicated, this is a two-page document. The first page is a copy of a form apparently used by the accounting people at Birdview that indicates at the top Check Request, and the check request states To Roger Mason; Amount, $1,000; Account coding, [redacted] and there's an indication that someone approved it. Date needed, 12/22/83, and the reason for the request, although part of the handwritten

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notation is obscured, it appears to say, Special expense advance. Are you familiar with this document?

A. I refuse to answer.

Q. On page 2 is a copy of the check from Birdview Satellite Communications, Incorporated, payable in the amount of $1,000 to Roger Mason, and there's a notation at the top of this check No. 7719 that indicates this was a special expense advance apparently. Are you familiar with that check?

A. I refuse to answer.

Q. Do you recall receiving a check for $1,000 on December the 22nd, 1983?

A. I refuse to answer.

Q. Do you know Robert Owens?

A. I refuse to answer.

Q. Did you ever discuss this investigation with Robert Owens?

A. I refuse to answer.

MR. BLESSINGTON: I'd like to have the reporter mark as Exhibit 3 another two-page document.

(Whereupon, Mason Deposition Exhibit 3 was marked by the reporter for

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identification.)

Q. (By Mr. Blessington) On page 1 of this document there are copies of two check request forms. Unlike the prior one, these happen to relate to a Robert Owens or Bob Owens, and on the bottom check request on page 1 the check request is made out to Bob Owens, the date needed, 12/22/83. The reason for the request is special expense advance. The amount is $2,000. The account coding is [redacted] and again it's approved by someone.

On the next page there is a not very legible copy of a tissue copy of a check. At the top is a copy of a check from Birdview Satellite Communications, Incorporated, made out to Robert E. Owens on what appears to be the 22nd of December, 1983, in the amount of $2,000.

Mr. Mason, are you aware that in December of 1983 Bob Owens gave $1,000 to the Dole for Senate committee and Betty Owens gave $1,000 to the Dole for Senate committee?

A. I refuse to answer.

Q. Incidentally, this is on the public record at the Federal Election Commission as

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reported by the Dole committee, these contributions having been received on December 16th, 1983, which was the same way that yours was reported. Do you know Stan Ross?

A. I refuse to answer.

MR. BLESSINGTON: I am going to ask the reporter to mark this as Exhibit 4. It's another two-page document.

(Whereupon, Mason Deposition Exhibit 4 was marked by the reporter for identification.)

Q. (By Mr. Blessington) On the first page is a check request, copy of a check request form, and this one is made out to Stan Ross. The date needed is 12/22/83. The reason for the request indicated is travel advance. It's in the amount of $2,000. The account coding is 170-02, and this was again approved by someone whose initials are there. Does this document look familiar to you, Mr. Mason?

A. I refuse to answer.

Q. Page 2 is the copy of a check from Birdview Satellite Communications, Incorporated, dated 12/22/83, payable to the order of Stan Ross in the amount of $2,000. Are you aware

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that Stan Ross gave $1,000 to the Dole for Senate committee in December of 1983?

A. I refuse to answer.

Q. Are you aware that his fiancee, Merett, gave $1,000 in December of 1983?

A. I refuse to answer.

Q. Again, as a matter of public record, these contributions were reported by the Dole committee as having been received on December 16th, 1983, the same date that the Dole committee reported receiving your $1,000 contribution.

Also on the public record are reports from the Dole committee indicating that Steve Phillips, Sharon Phillips, Ed Hackerott and Darlene Hackerott all made contributions in the amount of $1,000 on December the 16th, 1983, the same date that your contribution was reported as having been made by the Dole committee.

Are you aware of any contributions made by the individuals I just mentioned?

A. I refuse to answer.

Q. Were you married at the time the contributions were made to the Dole campaign?

A. I refuse to answer.

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Q. Do you know a Dale Galemore?

A. I refuse to answer.

Q. Have you discussed this investigation with Dale Galemore?

A. I refuse to answer.

Q. During the time you worked at Birdview, did you ever supervise Dale Galemore?

A. I refuse to answer.

Q. Did you supervise him in June of 1984?

A. I refuse to answer.

Q. Did you ever discuss political contributions with him?

A. I refuse to answer.

Q. Did you ever request Mr. Galemore and his wife to each contribute $1,000 to the Dole committee?

A. I refuse to answer.

Q. Can you think of any reason why Mr. Galemore would remember your having asked him to contribute?

A. I refuse to answer.

Q. On June 11th, 1984, did you call Dale Galemore at his home in the evening and request that he bring checks to the office, $1,000 each, from himself and his wife payable to the Dole

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for Senate committee?

A. I refuse to answer.

Q. Do you know why Mr. Galemore would remember that this occurred?

A. I refuse to answer.

Q. Now I realize this was a long time ago, but do you recall having received contributions from Mr. Galemore and his wife at your office on June 11th, 1984, in the presence of David Owen and Bud Ross?

A. I refuse to answer.

Q. Do you recall having received a check in the amount of $1,000 from Dale Galemore and a check in the amount of $1,000 from Cynthia Galemore?

A. I refuse to answer.

MR. BLESSINGTON: I'll ask the reporter to mark as Exhibit 5 another two-page document.

(Whereupon, Mason Deposition Exhibit 5 was marked by the reporter for identification.)

Q. (By Mr. Blessington) On page 1 there is a copy of both sides of a check dated 6/11, 1984, payable to the order of Dole for Senate

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committee in the amount of $1,000 signed by Dale Galemore on what appears to be a joint account from Dale and Cynthia Galemore. Did Mr. Galemore give you this check on June 11th, 1984?

A. I refuse to answer.

Q. On page 2 there is a copy of both sides of a check dated 6/11/84 payable to the order of Dole for Senate in the amount of $1,000 signed by Cynthia A. Galemore on what appears to be a joint account check with Dale and Cynthia Galemore. Did Mr. Galemore give you this check on June 11th, 1984?

A. I refuse to answer.

Q. Do you recall having approved a bonus for Dale Galemore when you supervised him?

A. I refuse to answer.

MR. BLESSINGTON: I'm going to ask that the reporter mark this as Exhibit 6.

(Whereupon, Mason Deposition Exhibit 6 was marked by the reporter for identification.)

Q. (By Mr. Blessington) This is a one-page document and it's a copy of a page from the payroll register prepared by ADP with a pay

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date indicated of 6/29/84 for Birdview Satellite company. In the second entry from the bottom on the left-hand side, there's an entry for Dale A. Galemore. If you read along to the right under the earnings category which is at the top of the page, there's indication that Mr. Galemore received $3,000 and the code next to that is B. Gross pay, again reading across the page, is $3,000. There are a number of statutory deductions and there is a net pay of $49. If you look up above, there is another entry for Dale A. Galemore and under the earnings category under what is indicated regular there is $1,250 which appears to be his regular pay. Gross pay is 1250, again the statutory deductions reading across the page, and there is a net pay of $902.99.

Mr. Mason, was $1250 Mr. Galemore's regular pay?

A. I refuse to answer.

Q. And was the $3,000 a bonus that was approved by you?

A. I refuse to answer.

Q. Again, going back to the second line up from the bottom, there's an indication under

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voluntary deductions $2,000, and the code next to that is A, and given the pay of $49 and the various statutory deductions, it appears that the $2,000 was an advance. Were you aware of an advance Mr. Galemore received during that period?

A. I refuse to answer.

Q. Well, I think we'll start to close up now. Mr. Mason, you have a right to read and sign your deposition transcript or you can waive that right. What do you care to do?

MR. BRADSHAW: We'll have him read and sign it.

MR. BLESSINGTON: Okay. I'm now presenting you a check for witness and mileage fees in the amount of $80.82. I'd like to remind you that this deposition is being conducted under Section 437g, Title 2 of the United States Code and that section does provide that these matters remain confidential until the commission closes its investigation. I'm going to leave this deposition open and we may get back to you at a later time. Thank you.

MR. BRADSHAW: Let the record show that each of Mr. Mason's responses that he

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refused to answer were on the advice of counsel and were an assertion of his Fifth Amendment privilege against self-incrimination. Now with respect to the confidentiality of the investigation, are you telling him that he's not free to discuss the questions that you asked him or this procedure that was filed today with anybody other than his attorney?

MR. BLESSINGTON: The scope of the confidentiality provision is a source of some disagreement I suppose. Basically this matter cannot be made public. To the extent he discusses this with his attorney, certainly that's obviously permitted. To extent that he may have to discuss this with other people in the course of other legal problems he may have, he certainly could take a look at the statute and make a judgment himself.

MR. BRADSHAW: Okay. That's all I have.

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_____

ROGER MASON

Subscribed and Sworn to before me this _____ day of _____, 1988.

_____

Notary Public

County of _____

State of _____

C E R T I F I C A T E

I, JANENE M. HILL, a Notary Public of Lafayette County, Missouri, do hereby certify:

That prior to being examined the witness, was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this _____ day of _____, 1988.

_____

JANENE M. HILL, CSR
Notary Public Lafayette County
State of Missouri

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TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

- -x

IN RE:

MATTER UNDER REVIEW 2582

- -x

DEPOSITION OF GUNILLA ROSS

Kansas City, Missouri

Wednesday, May 11, 1988

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW 2582

DEPOSITION OF GUNILLA ROSS, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 11th day of May, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

JANENE M. HILL, C.S.R.,

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 East Street, N.W., Washington, D.C. 20463.

The Respondent appeared pro se.

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GUNILLA ROSS,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MS. BEARD:

Q. Could you please state your full name.

A. Gunilla MaryAnn Ross.

Q. You just mentioned that you've never done this before?

A. Uh-huh, yeah.

Q. What's going to happen, I'm going to be asking you a series of questions, and the court reporter is going to take down everything that we say in the room. As a result, you need to answer using a yes or no instead of nodding your head or saying uh-huh or huh-uh because the court reporter can't take those kinds of things down. If you don't understand a question I ask, please let me know and I'll try to rephrase it. If you don't hear me, let me know and I'll try to speak a little bit louder. If you need to take a break for any reason, let me know and we can take a break. As I said, the court reporter is going to take down everything we say, and

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from that a typed transcript is going to be prepared. So there will be a written transcript of everything that's said.

A. Yeah.

Q. Okay?

A. Understand.

Q. And can you give me your address?

A. 9813 West 121st Street, Overland Park, Kansas 66210 -- 213.

Q. And is that your home address?

A. Yes, uh-huh.

Q. And can you give me your telephone number?

A. [redacted]

Q. And is that your home phone number?

A. Yes.

Q. Are you a United States citizen?

A. No.

Q. Are you a current resident of the United States?

A. Yes.

Q. What's the highest level of education that you've completed?

A. Community college.

Q. And that was?

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A. In Sweden.
Q. That was in Sweden?
A. Uh-huh.
Q. Okay. And you have a community college degree or something?
A. Yes.
Q. I don't know what you get.
A. You get kind of a diploma-type thing.
Q. And have you talked to anyone aside from your husband about the deposition today?
A. No.
Q. Have you talked to like Stan Ross?
A. No.
Q. Merett Ross?
A. No.
Q. Roger Mason?
A. No.
Q. Do you know Wanda Bowman?
A. Yes.
Q. Can you tell me who she is?
A. Used to be Bud's secretary.
Q. Do you know when she stopped being -- Bud being Charles Ross?
A. My husband, yes.
Q. Do you know when she stopped being

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your husband's secretary?

A. What year? I think she came on '80 -- oh, I can't remember the years. We had moved -- I know when we had moved into the second office building, whatever year that was, that's when she started anyway.

Q. Do you know where she lives now?

A. No, I've never been there.

Q. Do you know --

A. I know where she works.

Q. Where does she work?

A. I have that telephone number. It's down on College and Metcalf.

Q. That's here in Kansas City?

A. Yes.

Q. And that's Kansas City, Missouri, or Kansas?

A. Kansas City, Kansas.

Q. Okay. And do you know the name of the company?

A. Or at least she used to work.

Q. Do you know the name of the company?

A. Not right off. I could find out, but no, I can't remember what it's called.

Q. Do you think you would be able to get

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the phone number for us?

A. I've got it.

Q. Thank you. Is Ronda Ross your daughter or --

A. Stepdaughter.

Q. Stepdaughter?

A. Uh-huh.

Q. Can you tell me where she lives?

A. Yes. She moved. Now lives on 9905 Parkview and that is Kansas City, Kansas 66109.

Q. And is her last name still Ross?

A. No, she is married now, and it's -- I don't know how to spell this, but Dumovich. D U M O V I C H, I believe it is.

Q. Thank you very much. Are you currently employed?

A. Yes.

Q. And where are you employed?

A. I have started my own little business.

Q. And what's the name of it?

A. Gunilla of Sweden.

Q. And what kind of business is it?

A. It's cosmetics.

Q. That's sales in cosmetics?

A. Uh-huh, yes.

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Q. And how long ago did you start that business?

A. A year, approximately a year and a half ago.

Q. Before that were you employed outside of the home?

A. From time to time, but not just before that. Worked in some beauty salons. That is my background. I'm a skin care expert. So I work in many different salons, and through the years had my own salons and so on, not here in United States, but in Sweden and worked in England for several years and -- but what I have now, this little business that I have now is cosmetics that I import from Sweden. It's one particular product and I sell it to skin care and beauty salons exclusively all over the United States. And that particular one I just started, and I got the product in September last year, but I had been working on it before of course.

Q. You said that before you started Gunilla of Sweden you worked off and on at different beauty salons. What time period are we talking about?

A. As soon as we came up here to Kansas

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City.

Q. Was that in in 1984?

A. '83 I believe we moved up here. I was -- approximately first of September, '83, and before that I had also worked with Birdview.

Q. I'm sorry. So let me backtrack a little bit. From the time you moved up to Kansas City which you think was around September 1st of 1983?

A. Uh-huh.

Q. You worked in salons only off and on?

A. Yes.

Q. Prior to September 1st, 1983, you worked for Birdview?

A. Yeah, for approximately 10 months.

Q. So we're talking about from near the end of 1982?

A. '82, yes.

Q. To September, around September of 1983?

A. Actually I think I finished in the summer when we were planning to move. So it was about this time possibly that I quit, and I wasn't supposed to work for Birdview either. They were out of an operator at the time, and my

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husband asked me to come and help for a couple of weeks and it lasted 10 months.

Q. And this was back when Birdview was in Chanute?

A. Yes, that's right.

Q. And you mentioned that you were married when you worked for Birdview?

A. Yes.

Q. So you were a phone receptionist at Birdview?

A. Yes.

Q. And in Chanute was there more than one building that Birdview was in?

A. Yes.

Q. Which building were you in in Chanute?

A. Where they did the electronics. Electronics building where the main office is and lobby was.

Q. So that's more like --

A. Where all the salesmen would come in and so on.

Q. And so your duties then primarily were answering the phone?

A. Yes.

Q. Anything else?

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A. No.

Q. And who was your supervisor at Birdview or did you have?

A. The sales department or manager I guess was in charge of that whole thing.

Q. And who was that?

A. Sales or vice-president of sales I guess was Bob Owens at that time.

Q. And do you remember what your salary was while you were employed there?

A. I think I had $1,000 a month.

Q. And were you ever on the board of directors of Birdview?

A. I was something called secretary there for a short while in the very beginning. What do you call it? Corporate secretary I guess it's called, which was just name, somebody had to be, and this was in the very, very beginning, and later on somebody else took over.

Q. Did you ever to do any duties --

A. No.

Q. -- while you were corporate secretary?

A. Never.

Q. Did you attend a board meeting of Birdview?

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A. Actually I did one thing once.

Q. Okay.

A. It was a meeting out in Denver. What kind of meeting was that? Had something to do with going public, which would be about that time, and I read some figures, and that's the only thing I ever did.

Q. Aside from that meeting in Denver, did you attend any board meetings of Birdview at any time?

A. I don't think I did. No. That secretary thing was more of a -- what do you call it -- when business started going good, there was nothing that I could do to help out, and they -- somebody else took over.

Q. Did you attend shareholder meetings of Birdview shareholders?

A. Yes.

Q. And where --

A. Different places. It was I believe in Denver once and here in Kansas City area, Overland Park.

Q. And those are held like on a regular basis, like once a year or twice a year?

A. Yeah, I think they have to be once a

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year or something.

Q. Before you worked for Birdview, I'm trying to figure out when your starting date would have been.

A. Before what?

Q. You started working at Birdview as a receptionist or operator, that was in '82 you think you would have started working?

A. Yes, it should have been in fall of '82 until the spring. I think it was approximately 10 months or so all together.

Q. Before that were you employed outside the home?

A. No, I was a housewife.

Q. Okay. Do you consider yourself to be active in politics?

A. Not really.

Q. Have you ever done volunteer work?

A. No, I haven't.

MS. BEARD: I'm going to have this document marked Exhibit No. 1.

(Whereupon, G. Ross Deposition Exhibit 1 was marked by the reporter for identification.)

Q. (By Ms. Beard) And this should look

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familiar to you because it's a copy of some checks that you sent us. Why don't you take a few minutes to look it over, and when you're done looking it over, you can let me know. Just let me know when you're done and I'll ask you some questions about them.

A. I have seen this.

Q. This is a four-page document, and it consists of the fronts and backs of six checks and they are part of the documents that you sent to us.

A. Yes.

Q. And I'm going to start with the first two pages. Would you look at the first two pages of the document. They appear to be the fronts and the backs, fronts on the first page, backs on the second page.

A. Uh-huh.

Q. Aside from these six checks which are political contributions to federal committees and candidates, have you ever made any other political contributions?

A. No.

Q. So these --

A. This is all I could find or come up

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with.

Q. Have you made any political contributions since 1986?

A. No.

Q. Or how about prior to it looks like October of 1983, do you recall making any before that?

A. No, I don't think. No.

Q. Okay. I'm going to start with the first check at the top. That's a check made payable to Pressler for Senate for $1,000?

A. Uh-huh.

Q. It's dated 10/25/83 on the account of Gunilla Nilsson Ross?

A. Yes.

Q. And it's signed by Gunilla Nilsson Ross?

A. Yes.

Q. It's cut off.

A. But it is.

Q. Do you remember, did you write this check?

A. Yes.

Q. Can you tell me the circumstances surrounding the writing of this check?

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A. Pressler had been to one of our -- not our, but industry's meetings. They have shows, you know, show the products, and he was a speaker at the time and he seemed very interested in the industry, and of course, it was just coming off at the time doing fantastic and it was a great interest to me too.

I mean business was great and things were just very, very good, and of course at the time I can't remember exactly when my husband started with SPACE, this industry organization, but he was a chairman one year and president, and he worked very hard for the industry to -- I don't know exactly -- to legalize it, if that's the right word, but there were conflicts going on between the satellite business and the cable business, and everybody in the industry -- I mean we were all concerned that we wanted the rights just like the cable, and of course it didn't work out that way in the end, but in the meantime we worked very hard to get to that point, and Pressler was one that had an interest in the industry, and Dole seemed like and Charlie Rose, from either North or South Carolina, I can't remember now. But they used

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to come and speak at these different locations. Of course, I got to meet them and talk to them a little bit and that type of thing.

Q. I'm going to go back to a few things that you mentioned just now. You said there was a conflict between the satellite industry --

A. And the cable.

Q. -- and the cable industry. What was that conflict about?

A. Well, as far as I was concerned, the cable people did not like the fact that the private satellite people had the dishes that they could use for waves or something like that.

Q. And you also mentioned SPACE organization?

A. Uh-huh.

Q. Can you tell me about that and what it is?

A. It stands for Satellite -- gosh.

Q. That's okay.

A. S P A C E, SPACE anyway. It's the industry that went together and started an organization.

Q. And that's a political PAC committee, it's a PAC or it's a lobby organization?

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A. I would think so, yes.

Q. So do they raise money for political candidates?

A. And worked for this industry. That's what they did.

Q. They raise money and then they give money to political candidates running for federal office if you know?

A. I don't know what they do with their money, but they do raise money.

Q. Okay.

A. And I mean it is for the concern of the business.

Q. You mentioned that Pressler spoke at an industry, some kind of show and that you met him there?

A. Well, I don't know if I actually shook hands with him or anything like that. Some of the others I did. Dole and a few, but I may not have, but he was at the meeting anyway and he spoke. I remember I think it was the first, maybe the first SPACE meeting there was or something, and he was all for the industry.

Q. You said that you decided to give to him because he was interested in the industry?

9504368-3720

A. Uh-huh.

Q. Did you have any discussions with anyone before you decided to give him a contribution?

A. Oh, I'm sure we discussed things back and forth from time to time, my husband and I. I mean we would talk about things even though I was not involved in the business on a day-to-day basis. I never made any business decisions or that type of thing, but it was an interest to me too that the business would continue, and it was my free will.

Q. Did your husband bring up the topic of you giving money to the Pressler campaign?

A. Oh, we probably discussed it back and forth maybe, both of us, but he never forced me to do anything, never has done.

Q. I'm not asking you if he forced you. What I'm asking you is if he's the one, if you recall that he's the one that initiated the topic with you?

A. Not necessarily because it was a thing we were trying to -- I mean I don't know if Pressler exactly promised that I'll do this for you, but his interest was of the fact that, you

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know, I felt like he could be good in the future for the industry.

MS. BEARD: I'm going to have this marked as Exhibit No. 2.

(Whereupon, G. Ross Deposition Exhibit 2 was marked by the reporter for identification.)

Q. (By Ms. Beard) These are more copies of checks that you and your husband sent in response to a subpoena and I'll give you a few minutes to look through them.

A. Am I on this?

Q. All of these were signed by your husband.

A. Yeah, not me. I had my checkbook and he had his, right?

Q. Okay. Could you go to the second to last page. There are three checks on that page, and the top check is a check on the account of Charles A. Ross made payable to Pressler for Senate for $1,000 dated October 25th, 1983?

A. Uh-huh.

Q. And there's a signature on the bottom; is that your husband's signature?

A. Yes.

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Q. So it appears that both you and your husband contributed $1,000 on the same day to Pressler for Senate committee?

A. Yeah.

Q. And does this help you refresh your memory about any discussions that may have occurred between you and your husband about these contributions?

A. Yeah, we must have decided to both go ahead and contribute.

Q. At the time that you made this contribution to the Pressler for Senate committee, you had said earlier that you were working off and on in salons at this time, is that correct, in October of 1983?

A. No, that's when we just moved up to Kansas City. I did not work at that time. It was not until later when -- actually I didn't go back to work in salons or get my business and stuff going until this business went downhill.

Q. Okay. Then, I'll ask a question, it's an awkward question. Were you given -- I notice that you and your husband have separate checking accounts. Would he give you like monthly money or did you have your own or --

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A. I got -- actually I ran the household and I got so much every month to take care of everything and that's what I did. So I mean I could have anything I pleased.

Q. So the money in your own account, was that money that you had earned or was that money that you got from your husband or --

A. It depends. I guess housewives don't earn any money but --

Q. I mean earn by outside.

A. Half the business is considered mine too. So I mean I have the right to do something. That's why I was part concerned that it would stay in business and do well.

Q. To your knowledge, were you reimbursed for this political contribution from Birdview Satellite Communications, Incorporated?

A. No.

Q. Or from anyone else?

A. No.

Q. I'm going to go down to the next check on the first exhibit which is the one with the checks from you.

A. Mine?

Q. Yeah. And the next check on that

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first page is made payable to Dole for Senate and it is dated December 24th, 1983, for $1,000 on the account of Gunilla Nilsson Ross and there is a signature on the bottom. Did you write this check?

A. Yes.

Q. And can you tell me the circumstances surrounding the writing of the check?

A. Similar to the previous one. Dole was another one that came to our meetings or the shows where we had the meetings, and he would speak and he also came -- I mean, I remember there was a breakfast meeting once. I met him a couple of different places, and he actually came to our house.

Q. When did he come to your house?

A. It was in December. So -- not on Christmas Eve, that's for sure, but earlier.

Q. December of 1983?

A. Yeah.

Q. And why did you have Senator Dole come to your house?

A. We had a dinner there and we had an uplink something -- see, I'm not -- I don't know how all these things work, but to show him how

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the satellite business or how they worked or whatever, but I was more of a -- I cooked the dinner and I was the hostess, so to speak.

Q. Do you remember how many people were there?

A. Yeah, we were a few people. 12 I think.

Q. Do you remember?

A. 10, 12.

Q. Do you remember who was there?

A. Yes, it was my husband and I and Stan and his wife, Ross, and I'll see if I can remember how they sat. Dave Owen and his wife, Steve Phillips, an engineer, and his wife. That's eight. And somebody in the satellite business, Johnson, from the West Coast some place. I don't know him very well. I can't even remember -- I think Johnson was his name and also Rick Brown who was the legal adviser I guess you call it for SPACE.

Q. And Senator Dole?

A. Yes, Senator Dole.

Q. Anyone else?

A. Well, what does that come to? Was that 12 people? I think so. 10 or 12.

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Q. Okay. So you had dinner for Senator Dole and that was at your house and you did a kind of thing, satellite uplink. Did anyone give Senator Dole any contributions?

A. That particular day?

Q. Yes.

A. I don't know.

Q. I mean there wasn't any kind of presentation or anything?

A. No, not -- presentation of what?

Q. Like contributions to Senator Dole.

A. No, I never saw it.

Q. Okay. Did Senator Dole make any kind of remarks or anything?

A. No, not that I can recall, no.

Q. So it was -- was it basically then to show him a little bit about the industry and make lots of small talk type of thing?

A. Yeah. And he was also interested and thought it was interesting, the whole thing.

Q. You mentioned that Stan Ross was there. Was he already married to Merett?

A. Yes.

Q. At that time?

A. '83? No, wait a minute. They've been

9504368837727

married I guess four years. So they were not married in '83 then I guess.

Q. Did Merett --

A. December. They did get married the following February.

Q. Did Merett use the last name of Ross before she married Stan?

A. Not to my knowledge.

Q. Okay. Can you think of any reason why she would use the last name of Ross before she married Stan?

A. No, except I know she was very eager to get married, but apart from that, I don't know.

Q. Going back to the Dole for Senate check here, the second one on the page, on the first page of the first exhibit, you said the dinner was held prior to the December 24th, 1983 --

A. Yes. It was in December I know that, but what date I cannot recall.

Q. What made you decide to give $1,000 to the Dole for Senate campaign in December of '83?

A. I would say the same reason as for Pressler and all the others. They were all --

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had a -- showed a great interest in our industry, and, well, I guess we thought that maybe they could help us out in the future.

Q. Did you ever discuss with your husband or anyone else contributing to the Dole for Senate campaign?

A. My husband and I talked about things, but not to anybody else. I never discussed it with anybody.

Q. Do you remember what the substance of those conversations were?

A. Exactly what I've said before. They seemed to have an interest in the satellite business, and at the time my husband was working very hard at getting it -- is it called legalized? I mean it was not illegal, but still, to get things straightened out.

Q. Okay.

A. Okay. You know.

Q. I'm going to point your attention to the second exhibit again which is the one with your husband's checks.

A. This one?

Q. Yes. And going to the second to last page again, and notice the bottom check on that

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page is a $1,000 check to Dole for Senate on the account of Charles A. Ross?

A. Uh-huh.

Q. Be the 12/15, 1983, and there's a signature, is that your husband's signature?

A. Yes, it is.

Q. So it appears then that you and your husband contributed within two weeks of each other each $1,000?

A. Uh-huh.

Q. To the Dole for Senate committee?

A. Yes.

Q. Does that refresh any conversations that you may have had with your husband about the specifics of this contribution?

A. It's possible that the dinner was on the 15th. I can -- I mean I don't really know, and yeah, that could have been the same night. I'm not sure about that, but Senator Dole, he is a very nice, charming man too, and I probably felt that I wanted to help out too.

Q. Do you consider Senator Dole to be a friend of your husband's? I notice that you've mentioned that you met him on several occasions.

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A. Not close friends by any means, but good acquaintance I guess. They did meet several occasions.

Q. You mentioned that David Owen and his wife were at the dinner?

A. Uh-huh.

Q. Did you consider David Owen to be a friend of your husband's?

A. I would say so, yes.

Q. Have they --

A. They have known each other for a long time, but there again, I wouldn't consider them buddy buddies or real close. I mean we see them from time to time, but it's not sitting on the telephone and talking to each other all the time. It's not that type thing, but it is -- I guess my husband and Dave knew each other from young age school years.

Q. Did you know that David Owen was very active in fund raising?

A. Yes.

Q. On behalf of Senator Dole?

A. Uh-huh.

Q. I need you to say yes or no.

A. Yes.

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Q. Did you ever discuss with David Owen ever making any contributions?

A. No, never.

Q. To the Dole for Senate committee?

A. Never.

Q. You just knew that he was active and that was it?

A. Yes.

Q. Nothing else?

A. He and I never talk about anything except how are you and, you know, regular. Never any business or whatever, that type of thing.

Q. Going back to the first exhibit which is one with your checks, the last check on that page?

A. Uh-huh.

Q. It's $1,000 check?

A. Charlie Rose.

Q. Made payable to Charlie Rose's campaign?

A. 12 something.

Q. It looks to me like 10?

A. 10 maybe.

Q. It looks like 10/14/84. The reason

9504368 3732

why I'm saying that is if you look at the paid stamp, the box looks like it had October in the paid stamp.

A. Uh-huh.

Q. So I think it's a 10, not 12 because of that, and it's for $1,000 and the signature on there is Gunilla N. Ross?

A. Yes.

Q. Is that your signature?

A. Yes.

Q. Did you write this check?

A. Yes.

Q. Can you tell me about the circumstances surrounding the writing of this check?

A. Charlie Rose, I think that was in Washington, D.C. He had been to one SPACE-type or speaker at one of those meetings, and he was another one that had great interest in the business.

Q. So you met Charlie Rose at --

A. Well, he was a speaker there at the -- I don't recall -- no, I never met him personally, personally, but --

Q. But you heard him speak?

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A. Yes, uh-huh.

Q. Okay. And do you remember discussing making a contribution to Charlie Rose with anyone?

A. Oh, my husband. Never with anybody else. It was always my husband and I talking back and forth, and you know, I think we ought to do this maybe.

Q. I'm going to call your attention to the other exhibit with your husband's checks. Going from the back, fourth page from the back, closer to the end than the beginning, is a page with three checks on it, and the top check is on the account of Charles A. Ross and it's made payable to Charlie Rose's campaign?

A. Woops, I'm on the wrong page here. There it is.

Q. It's made payable to Charlie Rose's campaign for $1,000 on October 12th, 1984, and then it's signed by Charles A. Ross; is that your husband's signature?

A. Yes, uh-huh.

Q. So it appears that you and your husband each made $1,000 contributions to Charlie Rose's campaign within two days of each

9504368737 4

other?

A. What did we have on the other one?

Q. October 14th.

A. Uh-huh, yes.

Q. Does this refresh your memory about any conversations that you and your husband may have had?

A. Not really, no.

Q. Were you reimbursed for this check?

A. No. I have never been reimbursed.

Q. And not by Birdview or anyone else?

A. No.

Q. Okay. Going to the second, the third page. There's three checks on this page too and the top check there is dated October 23rd, 1984, on the account of Gunilla Nilsson Ross?

A. Yes.

Q. And it's made payable to Nancy --

A. -- Nancy Hoch.

Q. For Senate, and for $1,000 and there's a signature on the bottom. Did you write this check?

A. Yes, I did.

Q. Can you tell me the circumstances surrounding the writing of this check?

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A. She was a Florida senator, and that was the same reason as all the others. For the satellite industry, you know.

Q. Did you ever see her --

A. No.

Q. Or meet her?

A. No, I didn't.

Q. Did you and your husband discuss making this contribution?

A. I believe we discussed it, yes.

Q. Did --

A. He may have met her, I don't know.

Q. Do you remember any of the specifics of the conversation?

A. Not really, no.

Q. I'll call your attention to the other exhibit, Exhibit No. 2, on the same page with the Charlie Rose campaign check. I think you're still opened to that one over here.

A. Oh, there.

Q. Yeah, and go down to the second check there --

A. Uh-huh.

Q. -- on that page. There's $1,000 check on the account of Charles A. Ross?

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A. Uh-huh.

Q. Made payable to Nancy Hoch for Senate?

A. Yes.

Q. Dated October 23rd, 1984, and there's a signature on the bottom?

A. Yes.

Q. And is that your husband's signature?

A. Yes.

Q. So it appears that you and your husband both made $1,000 contributions on the same day?

A. That's right.

Q. Does that refresh your memory at all about what was discussed?

A. I can't really, no.

Q. Were you reimbursed for this contribution?

A. No, I have never been reimbursed.

Q. Okay. Going down to the next check, pages with your checks on it. The third page of Exhibit No. 1. There is a $250 check; do you see that one?

A. Yes.

Q. And it's dated October 8th, 1985, was made payable to Dole for Senate --

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A. Uh-huh.

Q. -- on the account of Gunilla Nilsson Ross. Did you write this check?

A. Yes, I did.

Q. Do you remember the circumstances surrounding the writing of this check?

A. Yes, we were still fighting for the business at the time, but there was less money available. That's for sure I think. I don't know if I recall anything particular about that one.

Q. Okay. Did you and your husband discuss the writing of this check?

A. I'm sure we did.

Q. Do you think you discussed it with anyone else?

A. No, I don't think I ever discussed it with anybody else.

Q. If you will go to the second exhibit and refer you back two pages. Go to the front and it should be right. There's two checks on that page and the bottom one is a $250 check?

A. Uh-huh.

Q. Made payable to Dole for Senate?

A. Uh-huh.

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Q. Dated October 8th, 1985, on the account of Charles A. Ross, and there's a signature on the bottom; is that your husband's signature?

A. Yes, uh-huh.

Q. And so does it appear that you and your husband both contributed $250 on the same day to the Dole for Senate committee?

A. Yes.

Q. Does that refresh your memory at all about any conversations that you may have had?

A. Probably certainly the same as previous. My husband was the one involved in the business and we discussed it to a certain point. I didn't know the everyday day-to-day goings on, but if there was something to this effect that we were pushing and helping or if Senator Dole could help us and so on, I was all for it.

Q. I'm going to go back to the first exhibit, the last check of that page. There's a $5,000 check there. Do you see which one I'm talking about?

A. Uh-huh, Campaign America.

Q. It's a $5,000 check made payable to

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Campaign America on October 13th, 1986?

A. Uh-huh.

Q. On the account of Gunilla Nilsson Ross, and there's a signature at the bottom. Did you write this check?

A. Yes.

Q. Do you remember the circumstances surrounding the writing of this check?

A. October, '86? I can't really know exactly what was happening then.

Q. Do you remember discussing the writing of this check with your husband?

A. No, I don't recall anything specific.

Q. During October of 1986, were you working?

A. I believe so. I started then, yes.

Q. So this is after --

A. '86, let's see, '88. '86 is when we moved into the present house. About that time I would say. We had sold our big house and moved into a smaller one, that's right.

Q. Were you working you think in October of 1986?

A. Yes, I believe I was.

Q. So this is the time period when you

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were working off and on for salons?

A. Yes, that's right.

Q. So this was really the time period after Birdview had went into financial difficulties?

A. Yes.

Q. By Birdview I mean Birdview Satellite Communications --

A. Yes.

Q. -- Incorporated. Okay. I'm going to call your attention to the first page of the second exhibit which is this one here, and there's two checks on that page, and the bottom check is a check for $5,000 made payable to Campaign America on the account of Charles A. Ross dated September 23rd, 1986, and there's a signature on the bottom. Is that your husband's signature?

A. Yes.

Q. So then within about 20 days you and your husband each contributed $5,000 to Campaign America?

A. Yes.

Q. Do you know what Campaign America is or who it's associated with?

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A. Dole I believe.

Q. I'm sorry?

A. Senator Dole I believe.

Q. Were you concerned about the amounts of these contributions?

A. Well, maybe at this time, but otherwise, before that, we had plenty of money. I mean it was given freely, I mean, to family members, you know. We had the children in school and they had all they needed. I mean we were giving out money to them too quite a bit.

Q. You just mentioned that you and your husband moved to a smaller home around this time?

A. Uh-huh, yeah.

Q. And that Birdview was in financial difficulty at this time I believe. In fact, right around this time it had filed Chapter 11 bankruptcy, and here you and your husband spent $10,000 giving money to Campaign America; was that a concern of yours at the time?

A. Well, it was our private money. It was not Birdview's money by any means, and we had sold the big house and we must have felt that there still maybe was a chance to turn

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things around. You try until the very end to do things like that.

Q. Were you reimbursed for this contribution to Campaign America?

A. No, never.

Q. Any of the six contributions that we've discussed of yours?

A. I have never gotten anything.

MS. BEARD: Okay. Could we take a break for a second.

(Whereupon, there was a discussion off the record.)

Q. (By Ms. Beard) Did you ever receive money from Birdview aside from your salary?

A. No, never.

(Whereupon, G. Ross Deposition Exhibit 3 was marked by the reporter for identification.)

Q. (By Ms. Beard) I just handed you a one-page exhibit and this is a photocopy. It's one page but it's actually photocopies of two pieces of paper on here. The bottom half is a form that's entitled Check request. Have you ever seen a form like this before?

A. I don't recall it, no, no.

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Q. Can you describe what the form says?

A. Check request for Charles A. Ross.

Q. Reason for request, advance. Date needed, 12/22/83. Amount, 15,000. Requested by, Bud. Approved by, and there's some initials?

A. Yeah, I don't know who that is.

Q. I think it might be DWD or D something there, but I'm not sure.

A. Yeah, never seen it.

Q. Attached to that was another piece of paper which I've Xeroxed on the top part of this page.

A. Uh-huh.

Q. And there's the name Gunilla with $10,000 written next to it and the name Bud with $5,000 written next to it. Do you know anything about a cash advance?

A. I have no idea. Cannot recall a thing. Does not ring bell at all. I have no idea. I've never even seen one of these.

Q. Did you receive money at that time, $10,000?

A. Should that be from Birdview?

Q. Yes, that would be from Birdview. The

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check request form is an internal form of Birdview's.

A. Not to my knowledge, I really cannot say.

Q. This form is dated two days before your contribution to the Dole for Senate committee on December 24th, 1983. Do you know of any connection between the two?

A. No, I really don't.

Q. During the time after you stopped being a receptionist for Birdview and prior to the time when you started working off and on in salons, so we're talking about I guess from '83 to sometime I guess in '85, '86?

A. Yeah, it must have been two, three years in between there.

Q. Did you receive a fixed amount of money to run the household?

A. Well, it was to a certain extent because it took so much every month to take care of everything, and yeah, I did receive maybe not to the dollar the same every month, but whatever I needed.

Q. When you say whatever you needed, would you just --

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A. Well, we had payments on the house and lawn service and what have you, all those different things.

Q. Would you go to your husband and say, I need X, so much money today, or would you say like for the next month I need so much money, which way?

A. Usually -- well, we knew approximately how much it took each month, and then if there was anything over that or so, yes, I would ask for it.

Q. So, when -- did you have only one checking account and out of that you paid all the household stuff?

A. Yes.

Q. And things for yourself as well?

A. Uh-huh, yes.

Q. Like, for example, the payments for the house and the garden service that you mentioned, would that have been paid on the Gunilla Nilsson Ross account?

A. Yes.

Q. When you decided -- when you wrote these checks for political contributions, would extra money be placed into your account to cover

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these checks?

A. Probably, yes.

Q. Was there ever -- that money always came from your husband?

A. Yes.

Q. Did you make a deposit or would he make a deposit as you recall?

A. I probably did.

Q. And they were always his personal checks or were they?

A. As far as I can remember, yes.

Q. Do you recall ever seeing a check from Birdview?

A. I really don't, no. I cannot.

Q. We've looked at several checks, six checks written by you --

A. Uh-huh.

Q. -- here today. And you've indicated or we've seen that in each case your husband made a contribution either on the same day or before to the same person in the same amount or same committee in the same amount, was there ever a time when you and your husband discussed making a political contribution when you did not make it?

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A. I don't think so, no.

Q. So then every time that the two of you discussed your making a political contribution, you did make the contribution?

A. Yeah, and that was okay with him.

Q. I'm sorry, what was that?

A. It was okay with him that I did.

Q. Did your husband ever discuss with you any of his political contributions?

A. It was probably mentioned that he was going to do it too, not necessarily all of them maybe because he has more than I had and so he did some maybe that I didn't. I never disagreed, but he may have done it on his own without discussing it with me.

Q. You mentioned that, earlier at the beginning of the deposition, you mentioned that you were a permanent resident. When did you obtain your permanent resident status?

A. 1976.

MS. BEARD: And why don't we take a few second break.

(Whereupon, a short recess was taken.)

Q. (By Ms. Beard) Okay. We're back on

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the record now. To your knowledge has your stepdaughter Ronda ever made a contribution?

A. Never.

Q. Political contribution?

A. I don't know.

Q. To your knowledge has Stan and his wife Merret or his fiancee too ever made a political contribution?

A. I don't know, no.

Q. We're going to start the closing stages now.

A. Uh-huh.

Q. Under commission regulations you have the right to either read your deposition and sign it or you can waive that right. Let me explain to you a little about how that works. If you decide to read it, you read it over and if you want to make any changes you can, but if you make any change in the meaning, then you have to explain why you're making the change or else you can waive that right and it's up to you. So would you like to --

A. What do you mean by waive the right?

Q. That means you wouldn't get a copy of this and you wouldn't have to sign it.

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A. Oh, I see.

Q. It's up to you if you want to read it or waive it.

A. Well, as far as I can recall, I've told the truth on what I know. So I don't know, there's no -- there's no changes as far as I'm concerned.

Q. So do you want to waive it or -- I need you to decide which way you want to do it. I can just tell you some people read them and some people don't.

MR. BLESSINGTON: Basically what happens is if you don't -- if you don't take the opportunity which you are afforded of taking a look at the deposition, making sure that everything is accurate as you recall it or maybe if you wanted to amplify something at some point, if you don't take that opportunity, then we'll just consider that it's accurate as to the best of your knowledge.

THE WITNESS: It is. I cannot think of anything further. I have said everything that I know.

Q. (By Ms. Beard) I need you to say either you're going to read it or you're going

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to waive it.

A. I'll waive it.

Q. I just don't want to put words in your mouth one way or the other. I'm handing you a check now for $34.80 which represents mileage and witness fees, and I'm not going to close.

A. Oh, for coming here?

Q. For coming here, yeah. Under federal rules we have to do that. I didn't mention earlier but the subpoena you received and this deposition is being conducted pursuant to Title 2 of the United States Code in Section 437g which allows the commission to conduct investigations, and one of the provisions of that section is that all investigations must remain confidential, and as a result, I'm just letting you know there is that provision. So you should think twice before you talk about it.

A. I understand.

Q. And as I was going to say, I'm not going to close the deposition. I'm going to continue it which means there's the possibility we may want to talk to you again. I think that possibility is a very slight one, but that's the

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way we can do it, and if we do need to talk to you again, it may be that we can resolve it informally.

(Whereupon, there was a discussion off the record.)

(Whereupon, the court reporter was advised the witness decided she would like a copy of the deposition for reading and signature.)

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_____

GUNILLA ROSS

Subscribed and Sworn to before me this _____ day of _____, 1988.

_____

Notary Public

County of _____

State of _____

9504368-37553

C E R T I F I C A T E

I, JANENE M. HILL, a Notary Public of Lafayette County, Missouri, do hereby certify:

That prior to being examined the witness, was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this _____ day of _____, 1988.

_____

JANENE M. HILL, CSR
Notary Public Lafayette County
State of Missouri

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TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

- -x

IN RE:

MATTER UNDER REVIEW 2582

- -x

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DEPOSITION OF STEVEN PHILLIPS

Kansas City, Missouri

Monday, May 9, 1988

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW 2582

DEPOSITION OF STEVEN PHILLIPS, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 9th day of May, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

JANENE M. HILL, C.S.R.,

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 East Street, N.W., Washington, D.C. 20463.

Respondent appeared pro se.

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STEVEN PHILLIPS,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MR. BLESSINGTON:

Q. This deposition is being taken pursuant to Section 437g of Title 2 of the United States Code. The statute provides for the confidentiality of commission investigations until they are closed. The investigation is designated as Matter Under Review No. 2582. I'm Daniel J. Blessington. This is Susan Beard, and we're representing the commission here today. Could you please state your full name.

A. Steven Lee Phillips.

Q. Now you have a right to counsel. I notice that none it present. You are aware that you do have a right to counsel?

A. Yes.

Q. I'm going to give you a brief description of what to expect today. I'm going to be asking questions designed to elicit information regarding violations of the Federal Election Campaign Act, and you're a respondent. The questions will not necessarily be limited to

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your involvement. The court reporter will take down everything that's said and will produce a transcript. For the sake of clarity, answer all questions verbally rather than merely shaking or nodding your head.

A. Okay.

Q. Please treat this proceeding as if you were in a court of law and testifying before a judge and jury. Remember that you're under oath. If you don't understand a question, if you don't hear me completely, if you need a break, please tell me. If you want to qualify an answer, please do so. If during the course of the deposition you realize that you may have given an inaccurate or incomplete response to an earlier question, please let me know and you'll be given an opportunity to clarify or amplify the record. Mr. Phillips, what is your home address?

A. 706 Persimmon View, Olathe, Kansas.

Q. And your telephone number?

A. [redacted]

Q. What is your marital status?

A. I am married.

Q. And what is the full name of your

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spouse?

A. Sharon Elaine Phillips.

Q. What is your current occupation?

A. I'm an electronic engineer.

Q. And where do you work?

A. I work for the new Birdview corporation.

Q. And what is the address?

A. 1407 East Spruce, Olathe, Kansas.

Q. Do you have a college degree?

A. Yes.

Q. Any postgraduate work?

A. I don't have a postgraduate degree, but I have taken postgraduate courses.

Q. Now, in preparing for the deposition today, have you talked to anyone?

A. No. Other than my wife.

Q. Since receiving this subpoena, have you spoken with anyone about your deposition?

A. No.

Q. Have you ever worked for Birdview Satellite Communications, Incorporated?

A. Yes, I have.

Q. I suppose that would be the old Birdview, right?

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A. Right.

Q. Now, Mr. Phillips, we sent you a subpoena and we had asked for certain documentary evidence as well as your presence here today.

A. Yes.

Q. Have you sent any to us?

A. I sent a note saying that we had no documents.

Q. You weren't able to find anything that would fit the description of the subpoena then?

A. No.

Q. Because we did ask for any materials that dealt with political contributions or possible reimbursements for political contributions but also expense records and records relating to payroll and that type of thing.

A. I understand that, and I searched for it, but we have none.

Q. So you would --

A. Nothing in our personal belongings.

Q. So you have no copies of checks or anything?

A. No.

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Q. No --

A. No, we usually --

Q. No notes from the company, any memoranda?

A. Nothing pertaining to any contributions.

Q. How about anything pertaining to bonuses or expense accounts?

A. No -- well, other than -- let's see, I would have a -- when we moved in '84 and I think I had from our income tax submittals, I think I had a standard IRS form where they had reimbursed me for some moving expenses. Other than that, I don't keep any expense reports or anything. I think I had copies of most of my expense reports up till when I actually left Birdview in '85, and then I found no reason to keep them, so I discarded them.

MR. BLESSINGTON: I'd like to have this marked.

(Whereupon, Phillips Deposition Exhibit 1 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Now, I've given you a copy of the exhibit which is a copy of a

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wage and tax statement from 1984, one page. I thought I would introduce it at this point since you just mentioned your moving expense.

A. Right, uh-huh.

Q. This would be what you were talking about?

A. Yes.

Q. So apart from this type of statement, you would have nothing else that, you know, vaguely fits the confines of the subpoena?

A. Absolutely nothing. I have nothing.

Q. When did you begin working for Birdview?

A. Birdview, Incorporated?

Q. Yes, Birdview Satellite Communications, Incorporated?

A. It would have been, I'm going to have to guess, September of 1981.

Q. Just for the sake of clarity, why don't we just assume when we're talking about Birdview, that is the Birdview Satellite Communications, Inc., that you began work for in 1981.

A. The reason I had asked is not because of confusion with it and the new Birdview but

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because there was a company that preceded Birdview Satellite Communications, Inc.

Q. I see.

A. So --

Q. Could you tell me about that.

A. It was a company -- I believe it was Ross & Associates, I believe was the company name, and I believe it was, the company was actually begun in the fall of 1980, Ross & Associates, and I was associated with it on a full-time basis beginning April 1st, 1981.

Q. With Ross & Associates?

A. With Ross & Associates. Now Ross & Associates became Birdview Satellite Communications, Inc., when it went public the fall of 1981. So that's why I gave you the September 1981 as my start date.

Q. Now Ross & Associates ultimately became Birdview Satellite Communications, Incorporated?

A. That's correct.

Q. In the fall of 1981?

A. That's correct.

Q. When did Ross & Associates begin?

A. Like I said, I think it was in the

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fall of 1980.

Q. The fall of 1980 and what kind of business was Ross & Associates?

A. They were strictly in the business to to develop home consumer satellite receiving equipment.

Q. So it was effectively in the same business?

A. Exact same business. Basically all they did was when they became public -- I think this is true -- when they became public, they then changed their name or right before they went public they changed their name or something like that.

Q. How did you come to work for Ross & Associates?

A. I was working at Kustom -- no, I was working with Baldwin Piano and Organ Company. I was the director of engineering for that company in Chanute, Kansas, at the time that I was approached by Bud Ross to do some design, electronic design work for him. He knew me from a prior company that he worked for called Keyes Electronics in Chanute, Kansas.

Q. K E Y S?

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A. K E Y E S, Keyes Electronics, and I had worked for that company doing electronic design, oh, in about, it would have been about 1978, '79. I worked for that company for six months.

Q. And you met Bud Ross there?

A. Well, no, actually I met Bud Ross for the first time when I graduated from college in 1971 and I went to work for the -- for Kustom Electronics, Kustom with a K -- when I graduated for Kustom Electronics, which Bud Ross was president of that company at that time, and I met him for the first time when I went to work there.

Q. So relationship goes back to roughly 1971?

A. 1971 would have been the very first time I ever met Bud Ross, yes.

Q. And Bud Ross of course is Charles A. Ross?

A. That's correct.

Q. The former president and chairman of the board of Birdview?

A. That's correct.

Q. Now when you began working at Ross &

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Associates how big a company was it?

A. When I began work, I think it probably employed, maybe 30 people would be a guess.

Q. And --

A. They were not in production yet. They were just developing a product, just doing design work and setting up manufacturing in preparation for producing products.

Q. So the 30 people that worked there were engineers, that type of --

A. Engineers, draftsmen, technical people, manufacturing people, production supervisors, that type of organization.

Q. But you hadn't begun production at that point?

A. No, just in preparation.

Q. So money was simply going out at that point?

A. Absolutely.

Q. There was nothing coming in?

A. There was no income until -- jumping a little ahead of the story -- but there was no income I believe until around April of 1982, March of 1982 I believe when the first product was shipped.

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Q. Well, when you first started working at Ross & Associates, what was your position?

A. At Ross & Associates I was electronic engineer.

Q. And to whom did you report?

A. I reported to Bud Ross.

Q. And were there other engineers in a similar capacity as yourself?

A. I was the only electronic engineer as I recall. There would be some mechanical designers, okay? The rest of the work at that time when I came on board in April of '81 was being consulted out, in other words, it was being done by consultants. I was the only full-time electronic engineer. Now that was to change around September or just prior to September.

Q. Of?

A. '81, and then we started hiring additional electronic engineers.

Q. And did your position change at that point?

A. My position changed when we became public, and I then was appointed vice-president of engineering.

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Q. And in that capacity did you report directly to Bud Ross?

A. Yes, reported directly to the president of the company.

Q. And did that always -- did that remain constant throughout your employment at Birdview? Did you always report to Bud Ross?

A. Yes.

Q. Directly?

A. Yes -- no, no. No, there was one period -- I think it would have been in '83, the first part of '83, and there was a new president of the company, and I'm not going to be able to remember his name, and I reported to him during that time.

Q. Would that be perhaps the latter part of '83 into '84?

A. I don't think so.

Q. Does the name Spillers ring a bell?

A. Yes, yes, that's him. Dick Spillers.

Q. Dick Spillers? I've heard the name Dick Spillers --

A. Okay.

Q. -- myself.

A. He was formerly with Touche Ross &

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Associates, which is an accounting firm in Kansas City. You say that was the latter part of '83, first part of '84?

Q. I believe that that was.

A. It could be. I couldn't tell you no matter what. I have no idea.

Q. But in any event, there was a short period of time?

A. Other than that, I have always reported to Bud Ross, yes.

Q. You never reported to Robert Owens?

A. No, I don't think -- no, Bob was a -- he was an executive vice-president, but I didn't report to him, no.

Q. Well, Bob Owens was executive vice-president you say. You were a vice-president?

A. Uh-huh.

Q. What essentially was the difference between being a vice-president and an executive vice-president?

A. I don't know.

Q. But you did not report to him?

A. I don't, I don't recall ever reporting go Bob Owens.

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Q. So throughout your employ with the exception of that very short period, whenever it was when Mr. Spillers was president, you reported directly to Bud Ross?

A. Yes.

Q. And you've known him since 1971?

A. That's correct.

Q. So you had a fairly close relationship with Mr. Ross; is that fair to say?

A. Businesswise, yes, not personal.

Q. Do you know a Steven Small?

A. Yes.

Q. And how do you know Mr. Small?

A. I know Steve from Kustom Electronics. I first met Steve, I'm going to guess around 19 -- well, let's see, it would have been '72, yeah, I met Steve in 1972. He was a technician, electric technician for Kustom Electronics. He worked in the same division that I did, that is data communication division, and he was working on -- he was a production technician at that time, and he was doing some production work on a product that I was involved in doing some design work on.

Q. And did you have a fairly close

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relationship with him throughout the years or --

A. No. In fact, I only just -- I mean I knew Steve by name and probably had talked to him while at Kustom and had never had much interaction with him until we started Birdview, until April of -- I'm sorry, until I joined C. A. Ross in April of 1981, and at that time Steve was also a full-time employee of C. A. Ross and he was involved in the production part of it. In fact, he would be my equivalent. I was doing the engineering design work. Steve was doing the manufacturing production part of it or getting ready to prepare to do that, and so at that point in time from then on, we had a lot of business association. Again, no personal association whatsoever.

Q. Did the vice-presidents of Birdview meet regularly to discuss matters regarding respective responsibilities?

A. For the company? Sure, at least once a week.

Q. Did Bud Ross attend those meetings?

A. The majority of them, yes.

Q. So you basically had a weekly working group meeting of the vice presidents and other

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officers of the corporation?

A. Right. We went over the status of the company, you know, where we were at on our design early in the stages, I mean, and then worked into, you know, starting production and just the full gamut of business topics.

Q. So, you knew Ed Hackerott?

A. Uh-huh.

Q. Would you discuss matters with him as well?

A. He would attend the meetings, yes.

Q. How about David Hamilton?

A. Yeah. Of course Dave didn't come on board until later. He took Ed Hackerott's position as vice-president of finance I think in '83.

Q. Do you have a fairly close business relationship with Mr. Hamilton?

A. Now?

Q. Did you at the time?

A. I had to because he was in finance and he did the budgets and allocated money for my department. So I worked close with him in that respect, yes.

Q. When did you leave Birdview?

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A. I left Birdview the very end of 1985, the very last day of 1985 was my last day.

Q. And why did you leave?

A. Why?

Q. Yes.

A. I was pursuing another occupation. I went into business for myself doing design consulting in the Kansas City area.

Q. You're not doing that any longer?

A. I did that for a year and then I went to work for a Kansas City based company, King Radio.

Q. What kind of business is is that?

A. Primarily avionics. I -- that's their primary business. I worked in a division that specialized in mobile two-way communications. I was a design engineer, that was my position, staff engineer, and I worked there for a little over a year and then the new Birdview corporation made me an offer, and I'm presently with them doing design work.

Q. Full time?

A. Full time.

Q. At the new Birdview?

A. Yes.

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Q. You were approached by the people at the new Birdview?

A. Yes.

Q. They had heard about your work?

A. Well, I was responsible for a good part of the design at Birdview, and the new Birdview is made up of, I've heard around 18 investors and they bought out all the remaining assets of the old Birdview, and they obviously knew who designed the product. So when it came time they wanted to expand the line, start doing their own products, then they approached me about doing some design work for them.

Q. Are you familiar with the term scrambling?

A. Oh, yes, as it applies to the TVRO industry.

Q. The what industry?

A. It's called the Television Receive Only. It's kind of the fashion set of the satellite business that Birdview Satellite Communications was involved in.

Q. While you were working at Birdview, was scrambling much of a topic?

A. It was a topic even prior to whenever

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I went to work for Birdview and has been a topic. It's even a topic today.

Q. Do you recall any discussions among other officers at Birdview relative to the scrambling issue?

A. Well, it was an item that everybody was familiar with. I guess -- you'd have to be more specific. It was a -- as far as I know, all the officers of the company was familiar with what scrambling was.

Q. Can you just explain what scrambling is very quickly for the record?

A. Scrambling as it applies here is a cryption (ph) technique that was designed by Microwave Associates -- Macom for short is I believe that division's name -- Macom, and it was designed for the TVRO industry and it provided a way of encoding the television signal that was transmitted by the satellites to be encoded where you had to have a descrambling circuit at the receive end to be able to receive that picture, and it was set up where you had to buy the descrambler box to be able to -- for it to operate. They would send down a code that would enable that box, and for you to get a code

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you had to pay them typically a monthly fee, them being the originator of the actual programming. For example, HBO was an originator, Showtime. Typically, you know, premium movie channels, and eventually it became, I think right now probably 85 percent of the programming material transmitted by satellite is scrambled doing this technique.

Q. So you indicated that it would be some type of device that a person would have in his or her home?

A. That's correct.

Q. And you'd need to get a new code each month, something for a monthly fee; is that --

A. Something like that, yeah, to that effect.

Q. This was not considered good for the home satellite business, was it?

A. No, it was not -- Well, let me retract that. That's a very involved question. That's not a simple question to answer because there's so many opinions on that. My personal opinion, okay, is that yes, it very well -- yes, it would be good for the industry, okay, if it was handled properly.

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There have been since day one the -- this issue of scrambling just hanging over the market. In fact, when Birdview went public, we were very clear in our prospectus saying that scrambling existed and it could hurt the market and so forth, and that was always publicized, and I think the consumer was very well informed at all times on the status of it.

So, if -- this possibility of scrambling hung over the market all this time, and it would have been better if they would have went ahead -- also the idea of the satellite business being a piracy type business too was also associated with it.

So to me it would have been very positive if they would have went ahead and scrambled day one very early when the market was developing and offer the consumer at a price that was comparable to what the person living in the city would pay for cable, would offer him this descrambled picture, and then, you know, it would be considered everything very legal, very up and open.

This whole blanket of the scrambling issue would be taken away from the market and

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everything would kind of clear out. As it was, everything kind of hung over there and was kind of in the background at all times.

Q. So do you recall there was a topic of conversation among people at Birdview?

A. At Birdview, the entire industry. Any, in fact, any time during my involvement in the industry, whether it was technical people, whether it was brokers, whether it was consumers, it was discussed by anybody and everybody. It was not a concept or an idea that the industry was holding back and not going to tell people about or anything like that. I mean it was a very open discussed topic.

Q. And did that topic ever involve politics?

A. Well, that's an area I'm not -- I don't know how it was involved. I think it had to because there was an organization called SPACE which was basically a lobbying group, it was my understanding.

Q. SPACE, do you know what that stood for?

A. I did at one time but I don't know now. Society for Private and Commercial Earth

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Stations. That sounds about right, SPACE, which was primarily funded by its members which were made up of both satellite TVRO dealers and satellite TVRO manufacturers, and they lobbied, you know, in favor of different things that helped the satellite industry. So there was a political connection there. I can't tell you exactly what items they were involved in or so forth.

Q. Do you know if this particular organization through a political action committee for instance contributed to political candidates?

A. I have no idea.

Q. Do you have any involvement in SPACE?

A. Never did. Never attended any meetings, never had any involvement whatsoever.

Q. How did you know about it?

A. Well, it was the, like I said, the lobbying organization for the industry. They also -- SPACE to raise money, they also put on industry shows where manufacturers could come display their wares, so to speak, and dealers could attend, and I believe they sponsored or, you know, put on the show and they made money

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from the show to help finance them. So I'm familiar with them from that aspect too. They were fairly publicized.

Q. When you say you weren't involved yourself with SPACE, was Bud Ross involved with it?

A. Yeah. First of all -- well, of course the company was a member of this SPACE organization. Bud was -- he was president of SPACE, I can't tell you the time frame. Could have been as early as, I don't know, as early as January '83, and I don't know when he either resigned or they elected a new president or something, as late as '85, mid '85. I don't really know.

Q. Now, you worked fairly closely with Bud Ross?

A. Oh, yes.

Q. Did he ever talk to you about the activities of SPACE?

A. Yes.

Q. What did he tell you about it?

A. I don't remember. Well, let's see, you know, he would comment a lot about there was this guy named Washburn who was an engineer.

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Q. What was the name again?

A. Washburn, Clyde Washburn, that was his name. He used to be with Cincinnati Microwave, and Clyde was an engineer, and Bud would always -- and he was on the board I think of SPACE or was a member of SPACE or I don't know his position, but he would always comment how -- tell me about his involvement in the meeting, okay, and how he felt like he was a very talented technical individual and that maybe we ought to get together sometime, and eventually Bud did arrange that. Clyde Washburn came to -- I met with him in Olathe.

Q. At the plant?

A. At the facility.

Q. Birdview?

A. Yeah, and we discussed our products, some designs, a little bit of what he was working on technically.

Q. Did he work on something similar to what you worked on?

A. Yeah. In fact, he, I think in 1980, he designed a satellite receiver and he was selling plans to build that satellite receiver. You could buy them. He eventually for

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Cincinnati Microwave designed and built a receiver that they produced and marketed. I guess he would be kind of -- at one time he was kind of a equivalent at Cincinnati Microwave that I was at Birdview. So anyway there was a lot of discussion about Clyde Washburn.

My relationship with Bud was a -- I mean our conversations were about product, about technical ideas, new designs, engineers, expanding the engineering department, antenna designs and that type of thing. I did not talk to Bud about finance situations. I knew very little about what was going on in the company financially other than my own department.

Q. And you knew that through your conversations with Ed Hackerott and later David Hamilton?

A. He would give us a report. He would give us I think a monthly report on what our expenditures were, and of course, I would try -- I would try to budget. So, you know, I knew pretty much what I was spending.

Q. Did you get what you needed for your division?

A. No, never enough. Engineering takes a

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lot of money.

Q. Did you ever discuss political candidates, members of congress, for instance, who might have supported the satellite industry?

A. You're referring to Bob Dole. Yeah, I know Bob.

Q. Referring to Bob Dole and others?

A. Let's see, there was -- you know, Bob Dole was really the only one that I knew of, you know, from Kansas. There was some other politicians, and I went to some of these SPACE shows and they would talk. I can't remember their names. There was two or three real popular ones. Well, Goldwater was one but he didn't actually speak at one of the shows. Barry Goldwater.

Q. Charlie Rose?

A. Charlie Rose, he spoke at one of the conventions or the seminar, whatever they are, the shows.

Q. Do you recall having attended that one?

A. Yeah, I -- well, he spoke at several and I attended one -- I attended almost every one of the shows because, there again, I was

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involved in designing product. So I was there to answer technical questions about the product, to visit with dealers and so forth. So I listened to him talk. I think the first time was in Omaha, Nebraska

Q. Do you recall when that was?

A. That would have been '82 I'm sure. Well, let's see, it could -- let's see, were we in production then? I don't think it was '81, it could have been, but I think it was '82.

Q. I know this is a long time ago.

A. Sure. Anyway, did you have anymore questions about Bob Dole?

Q. I will have some questions about Bob Dole. You're anticipating me of course. In terms of these shows, can you recall, were they any special months or anything like that or were they different all the time every year?

A. Oh, I think it's like all shows that supports a particular industry. I think they usually schedule particular -- they usually schedule what's called a winter show and then a summer show, and I'm most familiar with other shows like CES, Consumer Electronic Shows. I've attended those over the years and those have

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always been at the same time. They've always been in February typically in Las Vegas and in Chicago in the summer. NAMM show, National Association of Music Merchandisers. In fact, they set up a NAMM show before the SPACE show. The SPACE show was around February, which was the same time around CES and NAMM shows, and then they had one typically around the summer. Now I think they had one, maybe still do, because I heard somebody talk about Nashville just recently. I think they have one in the fall.

Q. Do you go to those shows?

A. Not anymore, no.

Q. Did you go to them when you worked for Birdview?

A. Oh, yeah.

Q. So you were one of the representatives at Birdview that would attend this type --

A. Yeah, I wasn't necessarily representing. I was there for two reasons. The primary reason was to basically spy on other manufacturers to see what their new products were, make sure that our product was competitive, and then I would be available if

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some dealers had some technical questions about our product, I would be available to answer those technical questions.

Q. So you had a booth or something there?

A. Oh, yeah, every manufacturer set up a booth. Yes, that's correct.

Q. And who else attended with you?

A. It would vary. Typically all the salesmen or the salesmen -- for example, if it was back West, it would be the western regional salesmen would be there. If it was in the Midwest, it would be the midwestern salesmen. Some of my technical people would come with me, some of my engineers off and on, you know, depend -- take two engineers this time and different two engineers the next time.

The -- I think at times some of the financial people were there. At times some of the manufacturing people were there. Steve Small would attend off and on.

Q. During the course of these meetings, did you ever meet with any of the members of congress who might have been there as speakers?

A. No.

Q. So you never met with Charlie Rose?

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A. No.

Q. Did you ever attend a dinner that Charlie Rose spoke at?

A. Well, they would have a dinner or a supper where all the members, you know, of SPACE, all the dealers and everything like that would attend, and they would have several speakers and Charlie Rose.

Q. Do you recall Al Gore being at any of these?

A. The name sounds familiar. The name sounds familiar. I don't know if he was there. I just recognize his name from some other place.

Q. You might recognize it in the news. Recently he just suspended his campaign for the presidency.

A. Right. Along with others.

Q. Did you ever discuss contributions to federal candidates with Bud Ross?

A. I guess I would had to of. I don't specifically remember any specific conversation that I could quote you. It definitely was not a topic that was discussed. It may have been brought up, okay? But it was not something that was just we talked about all the time.

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Q. Did you ever make a contribution to the Dole for Senate campaign?

A. Yes, I did.

Q. And can you tell me when that was?

A. That would have been in December, 1983.

Q. And can you tell me the circumstances surrounding your making of that contribution?

A. I had attended, my wife and I attended a dinner party for Senator Dole at Bud Ross' house in Overland Park, Kansas, and at that dinner party I gave him -- I made a contribution to his campaign.

Q. And did your wife also make a contribution?

A. We don't remember. Evidently she did because according to I guess your records she did, but we have the -- both my wife and I have the recollection of me making the contribution, but we have no recollection of her making the contribution.

Q. Do you recall how much the contribution was for?

A. $1,000.

Q. So you recollect having made $1,000

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contribution but you're uncertain about her?

A. I am personally uncertain about her. I'm not saying we didn't, but we just don't remember it. That was five years ago and we just don't remember. Honestly we tried, but we -- all we thought we had made was the single $1,000 contribution.

Q. Now, if you had made another $1,000 contribution, wouldn't that have been something that stuck in your mind?

A. It certainly would. That's why both of us are very confused about it, but anyway.

Q. How did you happen to go to this dinner at the Rosses for Senator Dole?

A. Bud invited my wife and I.

Q. He invited you?

A. Uh-huh.

Q. And did he tell you that a contribution would be involved?

A. Did he tell me a contribution would be involved?

Q. Did you think he was inviting you over to his house for an intimate dinner or was it a fund raiser?

A. No, we interpreted it as an intimate

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dinner. It was an opportunity to make that contribution, okay? How do I explain it? Yes, to answer your question, yes, we were invited there basically to meet Senator Dole. We were not invited there to make -- to give our contribution at that time. We could give our contribution any time, but that would have been -- that was a nice opportunity when we met him to then -- I personally handed him the check and --

Q. You handed Senator Dole himself the check?

A. Personally handed him the check. I remember that very well, and -- but we were not invited there to give him checks.

Q. Were you prior to being invited to the dinner, had you been requested to make a contribution?

A. Yes.

Q. And who requested that?

A. Here again, I don't remember. Now, the finger would obviously point at Bud. He would have been the obvious one, but I honestly don't remember. It could have been Dave Hamilton in finance. It could have been Bob

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Owens, but yes, I was requested to make a contribution.

Q. And were you requested to have your wife make a contribution as well?

A. That I don't remember. If she had made the contribution, then I'm sure that the request would have been made of me. If she did not make the contribution, then -- can you tell me if she made the contribution? I mean you have the records. You know. It should be public information.

Q. According to the public records on file with the Federal Election Commission your wife did in fact make a contribution of $1,000 in December of 1983.

A. Okay.

Q. That is as reported by the Dole for Senate committee.

A. Okay.

Q. Political committees have to file with us reporting certain information and that information was reported.

A. Yeah, I knew it had to be public. Like I say, we just did not remember specifically. We assumed that she had since she

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was giving her deposition and everything, but we were very unclear about it.

Q. Do you recall discussing this contribution or these contributions with Hamilton, Owens, Ross?

A. I do not. Why would I discuss it with them? I mean, no, I did not discuss my contribution.

Q. Had you ever made a political contribution to candidates?

A. No, I had not, this was my very first one.

Q. And you didn't think of it yourself, somebody told you about it?

A. That's correct, that's correct.

Q. And that's what I'm trying to get at, did you find that an unusual request?

A. Well, not under the circumstances.

Q. What were the circumstances?

A. Well, the circumstances were that, and I understood this was a time, okay, that an individual or a company can only make a contribution up to so much, what 1,000 a piece? Okay? And that -- but as individuals -- okay, we could make contributions, but if we got

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together, then we could contribute a lot more. So it was requested that I make a contribution, and evidently if my wife did, then they requested also that my wife make a contribution to Senator Dole's campaign. I at no time realized that that was illegal, okay? I mean I never thought another thing about it. I thought, yeah -- Senator Dole was at the time very much --

(Whereupon, the proceedings were interrupted.)

MR. BLESSINGTON: Let's go back on the record. Let me just explain. We took a short break. Somebody came to the door and we wanted to clear that up.

Could you just read back the last part.

(Whereupon, Phillips the record was read by the reporter as requested.)

A. He was very much involved in -- was trying to get new jobs, new companies started in Kansas, and I remember at the time especially he was interested in the microwave industry. In fact, we were -- had done some work with KU or was involved with KU a little bit on some

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research work in the microwave area, Kansas University, and they were also saying that it looked like maybe Kansas was going to allocate some moneys for additional microwave courses, you know, and it was -- there was a big push on the microwave industry in Kansas, okay? Well, of course that's what we were in was -- Birdview Satellite Communications was in the microwave industry, and we were employing people and we were growing, and so there was an interest by Senator Dole of course in the company, seemed to be anyway.

I never visited personally with him about it, but I got that impression. So I wasn't hesitant about --

Q. So this would be in the 1983 time frame?

A. This was all 1983.

Q. Prior to the contribution that you made?

A. Yeah, yeah.

Q. Well, did you consider it part of your job to give to this campaign?

A. Part of my job? No.

Q. No?

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A. I thought it would be in the best interest of our company, of our state and of me personally. I mean if Senator Dole supported our industry, just like if I was a farmer and Senator Dole supported the farmers, I wouldn't -- I'd contribute to him, okay? Now I'm not saying that I on my own went and made this contribution. What I'm saying is that I thought it was a good thing that I was in favor of contributing to Senator Dole, that I wasn't coerced or felt like my job was in jeopardy.

I felt like, yeah, that's -- I'm in favor, yeah, sure, I'll make the contribution. I didn't think there was anything illegal about it and didn't know there was anything illegal until I read your letter requesting my deposition.

Q. Did you ever discuss reimbursement of this contribution with anyone?

A. Yes, and here again, I can't tell you with whom, and to expand on the reimbursement thing, being you brought it up, we -- when I first read about it in the newspaper, I think Steve Small had talked with some reporters, you know, I'd remembered --

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Q. Excuse me.

A. Sure.

Q. We're going to break again.

(Whereupon, the proceedings were interrupted.)

MR. BLESSINGTON: Coming back from our second forced break, apparently a jury had to meet in the room that we were conducting the deposition in and we have since moved. I hope this will be the last interruption we'll have, and could you read back that portion of the transcript.

(Whereupon, the record was read by the reporter as requested.)

Q. (By Mr. Blessington) So we were talking about the possible reimbursement for any contributions that you had.

A. I've totally forgotten my train of thought. I don't know what I was going to say.

Q. Well, that's all right. Let me try it again. Hopefully we won't have the same problem that we've had twice before. You'd indicated that you'd made a contribution in December of 1983 to Senator Dole, his senate campaign?

A. Yes.

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Q. Did you discuss having that contribution reimbursed with anyone at Birdview?

A. Yes, I was under the impression, yeah, that I would be reimbursed, okay?

Q. And were you?

A. I don't remember being reimbursed, okay? I had to have been though because of my financial situation at the time. I couldn't afford to contribute $1,000 to a political campaign at that time. So I have to assume that yes, I did get reimbursed. I have no records of it. I have no recollection of it, but I would have to assume that I did get reimbursed.

Q. In December of 1983 or possibly January of 1984, did you go to Japan on business?

A. Probably so because I made frequent -- I probably made three to four trips a year to Japan in like the '84, '83, '84, '85 time period, yeah. Either Japan or Taiwan.

Q. I see. Now, you testified earlier that you can't remember whether or not your wife gave a contribution to Dole?

A. That's correct.

Q. Although the public record indicates

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that she did?

A. I understand that.

Q. That she had given. Do you think that part of the difficulty remembering this is because if she had given, she would have been reimbursed as well?

A. Oh, absolutely. Because here again, same situation. It she had contributed, we were in no financial position at that time to be able to just be giving $1,000 away or $2,000 if both of us contributed. So we both would have had to been reimbursed or expected to be.

Q. But you can't recollect any better why you expected to be reimbursed?

A. Well, I was told by somebody, yes.

Q. You can't remember who that was?

A. I'm sorry, I can't. It could have been Bud Ross. It could have been Dave Hamilton. It could have been Bob Owens. I can't remember anybody else at that time that I would have spoken to about it. Obviously it wouldn't have been Steve Small because Steve Small was on my level. Okay. It would had to been either somebody out of finance or somebody above me because I don't remember -- I don't

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think anybody at my same level would have said that if you do make a contribution, we'll reimburse you.

Q. But it could have been any one of those individuals?

A. Any one or maybe another one. I, honestly, I do not remember who told me.

Q. Do you recall any other people making contributions during that same period that you did?

A. No.

Q. Do you have an impression?

A. I knew about them for the first time when I read the newspaper.

Q. So you don't have any recollection of an impression that you had that other people in the company were also giving to Senator Dole?

A. I don't know who -- obviously I had the impression that there was other people because the idea was to be able to make a large contribution, okay, as a group, okay? So I felt -- I knew that my contribution was part of a group contribution, but I don't know who they were or or anything.

Q. In other words a group of individuals

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associated with Birdview making a contribution to the Dole for Senate campaign?

A. Here again, I don't know. I assume they were associated with Birdview. I don't know.

Q. Well, you indicated that it was part of a group and I wanted to probe your understanding. Well, what group would that be?

A. Well, to be honest with you, I don't know -- I assume that it would have been Birdview group, but it could have been people outside of Birdview.

Q. Could it have been that SPACE group as well?

A. Oh, I'm sure it could, yeah.

Q. But you don't remember any of the specifics about that?

A. No.

Q. Do you recall that after December of '83 any other contributions being made by Birdview employees to Senator Dole's campaign?

A. I know of none.

Q. Do you recall of any contributions to any other campaigns other than Senator Dole's?

A. The only contribution that I know

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about is my personal contribution. I don't know anybody else.

Q. To Senator Dole in December of '83?

A. That's right. That specifically I remember handing him the check personally.

Q. Who else was at that dinner, can you recall?

A. Sure. Let's see, there was Bud Ross and his wife Gunilla. There was Stan Ross who was Bud Ross' son and his wife. I believe she was his wife at that time or fiancee, either wife or fiancee. I don't remember her name. There was myself and my wife, there was Senator Dole. There was another satellite TVRO manufacturer, satellite dish antenna manufacturer, I don't remember his name, and then there was the attorney for SPACE, and he was there.

Q. The attorney for --

A. SPACE.

Q. -- SPACE? Do you recall his name?

A. I would recognize it if you told it to me. I don't -- here again, I'm not familiar with the guy that much. I think there was -- Gunilla's son was also there, her boy.

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very aloof -- I didn't care for the guy day one as soon as I met him. He reminded me -- he always gave me the impression that he was in Bud's hip pocket at all times.

Q. Well, there were roughly then 15, 16 people at this function?

A. Was there that many?

Q. Or less than that?

A. I'd say 12, 12. Not very many, just -- it was -- I remember we were down in Bud's basement and I think he had a ping pong table and he put some plywood on top -- no, no. It was a pool table. It was a pool table. He didn't have a dinner table type thing. It was a pool table. He was really proud how he made it up. Bud is really mechanically oriented or inclined and he got this big piece of plywood, couple pieces, whatever. It really looked fancy.

Q. So can you describe what went on at the dinner?

A. Yeah, we came in and we met everyone, was introduced to Senator Dole and the other people there, and then we had supper, and after supper, I say "we," I think Birdview arranged,

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Q. You said there was another manufacturer there as well, a competitor?

A. Yeah, yeah. He was a dish antenna manufacturer.

Q. Do you know where he was from?

A. I can't tell you. I just -- I don't -- I really didn't know -- I wasn't that familiar with his company.

Q. Was it a local company?

A. No, no. No, I think -- I don't know where he was from. He was not from locally. I think that was it, as I recall, other than Gunilla's son.

Q. Was David Owen there?

A. You mean Bob Owen?

Q. No, David Owen.

A. Oh, yeah, that was the first time I met David Owen, yeah.

Q. And he was there as well?

A. Yeah, he was. I'll never forget him.

Q. Why won't you forget him?

A. I'll just never forget him.

Q. Did you speak to Mr. Owen at the time?

A. Only just to be introduced to him by -- I think Bud introduced me to him. He's a

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I'm pretty sure Birdview arranged for the lease of some satellite time for us to do an uplink to demonstrate the satellite communications to Senator Dole. So we leased some time on a satellite, Birdview did, and Birdview also leased or hired a firm to transmit a signal that originated from the Marriott hotel in Overland Park, transmitted a signal up the satellite, okay, and it was like a minute or two minutes of time and we then, after supper we then viewed that on Bud Ross' television there in his home.

Q. What did you view?

A. One of Birdview's dealers in Chanute, Kansas, got on there and just said, Hey, I'm coming from the Marriott hotel, which was only -- see, it was only, oh, about half a mile down the road from Bud's house, and it was just as a demonstration to show him that -- I think at that time -- I mean I don't think he was totally familiar with the TVRO industry or the products or the technical part of it. So it was kind of a kickoff for him to ask some questions about it, introduce it to him, you know, get him familiar with what we were doing.

Q. So the signal came from a half mile

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away but it went up the satellite and --

A. Up the satellite and came back down, yeah.

Q. And it was basically for that reason?

A. Yeah, it was a local dealer. By the way, his name is Bill Loteman (ph). He's in Chanute, Kansas, as far as I know right now, and he just said a few words.

Q. Now, I realize you say there were only maybe a dozen people there, so it did not seem to be the most appropriate spot for a formal speech, but was there any remarks made by Senator Dole?

A. No, it was all just very casual talk, you know. In fact, we really didn't even talk about the industry other than just the little demo. He didn't ask any questions about it. We talked about -- my wife and I talked to him about our children and it was that type of conversation.

Q. And aside from you did anybody else provide him with a contribution that night?

A. I don't know.

Q. Except possibly your wife?

A. Right. I don't know. I did not see

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anybody give him a contribution, and I was not aware of anybody going to give him a contribution. So as far as I know, my wife and I would have been the only ones.

Q. well, subsequent to your having made these contributions and having -- or having made this contribution, possibly these contributions and having had dinner with Senator Dole, did you ever discuss the matter further with anyone else?

A. No.

Q. What about after the story arose in the Kansas City Star back in January?

A. I was very tempted to call Steve Small, but I never did even talk to him. I have not talked to Steve Small, oh, for a year or more.

Q. Do you recall Steve --

A. So anyway I was tempted to call Steve Small. I was trying to think if I talked to anybody else, I don't recall.

Q. Do you recall ever speaking to Steve Small I would say 1984 through maybe the summer of 1984 about any contributions being made to Birdview?

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A. None whatsoever.

Q. You have no recollection of that at all?

A. No, right. I did never speak with Steve Small about any political contributions. I have absolutely no recollection of that whatsoever.

Q. We're going to be closing up now.

A. Right.

Q. I hope we haven't lost the check. Under the commission's regulations, you have a right to review and sign a transcript, and if you do so, you could make any changes to it that you think don't reflect what you actually said here today. Of course any change that does alter the meaning, you have to explain, or you can waive that privilege. It's totally up to you.

A. I'll waive the privilege.

Q. Okay. I will now hand you your witness fee and mileage check.

A. Okay.

Q. Thank you for being here. I'd like to remind you that this is confidential and it should remain so until the commission closes its

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investigation and I can't tell you when that's going to be.

A. Sure.

Q. I'm going to leave the deposition open. I don't think we'll want to speak you to again, but in the event that we may want to clarify a couple of points, I'd want that option.

A. Okay.

Q. So we'll be closing for the day.

CERTIFICATE

I, JANENE M. HILL, a Certified Shorthand Reporter in and for the State of Kansas, do hereby certify that I appeared at the time and place first hereinbefore set forth, that I took down in shorthand the entire proceedings had at said time and place, and that the foregoing constitutes a true, correct, and complete transcript of my said shorthand notes.

_____

JANENE M. HILL, CSR

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TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

- -x
IN RE: :
MATTER UNDER REVIEW 2582 :
- -x

DEPOSITION OF CHARLES A. ROSS

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FEDERAL ELECTION COMMISSION

IN RE: MATTER UNDER REVIEW 2582

DEPOSITION OF CHARLES A. ROSS, a Respondent, taken on behalf of the Federal Election Commission, pursuant to Subpoena, on the 11th day of May, 1988, at the United States Federal Courthouse, Suite 401, 811 Grand, Kansas City, Missouri, before

JANENE M. HILL, C.S.R.,

a Notary Public within the State of Missouri, of Hostetler & Associates, Inc., authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission were MR. DANIEL J. BLESSINGTON and MS. SUSAN F. BEARD of the Office of General Counsel, Federal Election Commission, 999 East Street, N.W., Washington, D.C. 20463.

The Respondent appeared pro se.

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CHARLES A. ROSS,

a Respondent, being first duly sworn, testified under oath as follows:

EXAMINATION

BY BY MR. BLESSINGTON:

Q. This deposition is being conducted pursuant to Section 437g of Title 2 of the United States Code under the Federal Election Commission's authority to civilly enforce the Federal Election Campaign Act. This is a civil investigation, not a criminal one. The matter is designated Matter Under Review No. 2582. My name is Daniel J. Blessington and I'll be representing the commission here today along with Susan Beard.

Could you please state your full name.

A. Charles A. Ross.

Q. And, Mr. Ross, you have a right to counsel. I note that one is not with you. Are you aware that you have a right to counsel?

A. I'll take the Fifth Amendment.

Q. I'm going to give you a brief description of what we're going to do here today. I'm going to ask you questions that are

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designed to elicit information relative to violations of the Federal Election Campaign Act.

Now, we've discussed briefly and you've just indicated that you may assert your Fifth Amendment privilege against self-incrimination against some of the areas of inquiry. I want to make it very clear to you that I'm not authorized to compel you to give testimony against any questions to which you assert the Fifth Amendment. Moreover, I'm not authorized to grant you immunity against charges from any other agency that may be brought from the federal or state government.

As I've indicated, the commission enforces the Federal Election Campaign Act civilly. We are not a criminal agency and we are not authorized to bring charges against anyone. On the other hand, the commission is not in the position to dictate against other agencies whether or not to bring criminal charges against anyone.

Now, if you decide to answer any of my questions, that decision will be voluntary on your part. Do you understand that?

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A. I'll take the Fifth Amendment.

Q. It appears you understand that. If you decide to assert your privilege against self-incrimination, you merely need state that you decided to answer the question on the basis of your Fifth Amendment privilege. Again, I think you understand how to do that.

The court reporter will take down everything that is said and will produce a transcript. If you do at any point decide to answer any question, for the sake of clarity, please answer verbally rather than nodding or shaking your head.

Please treat this proceeding as if you were in a court of law and remember that you're under oath. If you don't understand a question, you don't hear me completely or if you need a break, please tell me. If you want to qualify an answer, if you give any answers, please do so.

Now, I'm going to be asking you a lot of questions even though you have indicated quite forcefully at the outset that you'll be taking your Fifth Amendment privilege with respect to them. The reason I'm doing that is

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that we may decide to go to court to enforce the subpoena and compel testimony with respect to certain areas of inquiry.

We'll evaluate whether or not the assertion of your privilege is based upon a well-founded fear of prosecution and whether your testimony is necessary to our investigation. That is why I'll continue to ask questions even if you've asserted your privilege previously.

Now, before we begin, do you have any questions with respect to anything I've said?

A. I'll take the Fifth Amendment.

Q. What is your home address?

A. I'll take the Fifth Amendment.

Q. Your telephone number?

A. I'll take the Fifth Amendment.

Q. What is your marital status?

A. I'll take the fifth amendment.

Q. What is your wife's name?

A. I'll take the Fifth Amendment.

Q. What is your current occupation?

A. I'll take the Fifth Amendment.

Q. What kind of business are you in now?

A. I'll take the Fifth Amendment.

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Q. Mr. Ross, were you the founder of Birdview Satellite Communications, Incorporated?

A. I'll take the Fifth Amendment.

Q. Did you serve as president of Birdview?

A. I'll take the Fifth Amendment.

Q. Did you serve as chairman of the board of Birdview?

A. I'll take the Fifth Amendment.

Q. Did you hire or cause to be hired the following individuals: Ed Hackerott, who served for a time as vice-president of finance for Birdview?

A. I'll take the Fifth Amendment.

Q. Steven Phillips, who served as vice-president of engineering for Birdview?

A. I'll take the Fifth Amendment.

Q. Steve Small who served as vice-president of manufacturing of Birdview?

A. I'll take the Fifth Amendment.

Q. David Hamilton who served as vice-president of finance after the resignation of Ed Hackerott?

A. I'll take the Fifth Amendment.

Q. Bob Owens who served as vice-president

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of marketing and later as executive vice-president of Birdview?

A. I'll take the Fifth Amendment.

Q. Roger Mason who initially served as vice-president of international marketing and later as vice-president of purchasing?

A. I'll take the Fifth Amendment.

Q. Richard D. Spillers who served as president of Birdview for several months in 1984?

A. I'll take the Fifth Amendment.

Q. Did your son, Stan E. Ross, ever work for Birdview?

A. I'll take the Fifth Amendment.

Q. Did Birdview ever engage the services of David Owen as a paid consultant?

A. I'll take the Fifth Amendment.

Q. Do you know Dale Galemore, a former employee of Birdview?

A. I'll take the Fifth Amendment.

Q. Do you know Wanda Bowman?

A. I'll take the Fifth Amendment.

Q. Do you know Ed Gibson who used to work for Birdview?

A. I'll take the Fifth Amendment.

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MR. BLESSINGTON: I'm going to have the court reporter mark an exhibit, Exhibit 1.

(Whereupon, C. Ross Deposition Exhibit 1 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Take your time looking through this, Mr. Ross. These should be somewhat familiar to you. You've provided them to us in response to the subpoena that we sent you. This is a six-page document.

As I've indicated, you provided those to us in response to the subpoena and each page has reproductions of checks on either your account or your wife's account. And they all appear to be contributions made to various political candidates or entities. On page 1, Check No. 1175 appears to be a check made out to a Smith Gregg fundraiser in the amount of $300. Is that your name?

A. I'll take the Fifth Amendment.

(Whereupon, there was a discussion off the record.)

Q. (By Mr. Blessington) We've just had a little bit of confusion on the exhibit which was

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just introduced and we've removed the first page from the exhibit. We do have a six-page exhibit here. On each page there are reproductions of checks that are apparently made out to candidates or other political entities, and these copies of the checks were provided to us by Mr. Ross in response to our subpoena.

Now, if we go to the first page again. Mr. Ross, the top check on the first page appears to be made out to the Hawkins for Senate committee in the amount of $1,000. It appears to be on your personal account, and is that signed by you?

A. I'll take the Fifth Amendment.

Q. Going down the page, there is a check dated 10/8/85, No. 1257. Again, it appears to be written on your account. The Dole for Senate is the payee in the amount of $250. Is that check signed by you?

A. I'll take the Fifth Amendment.

Q. Moving to the second page, there are reproductions of three checks. At the top is Check No. 711. It is dated I believe, although it's somewhat obscured by the paid sign on it, October 12th, 1984. Again, it appears to be

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written on your account. The payee is Charlie Rose's campaign. That's in the amount of $1,000. Is that your signature?

A. I'll take the Fifth Amendment.

Q. Moving down to the item on the page, Check No. 717, dated 10/23/84 on what appears to be your personal account. The payee is Nancy Hoch or Hoch for Senate, I believe, again it's somewhat obscured by the paid sign, in the amount of $1,000. Is that your signature?

A. I'll take the Fifth Amendment.

Q. The last item on that page again appears to be written on your account. The date is 1/19/85 and the payee is the Dole Foundation in the amount of $1,000. Is that your signature?

A. I'll take the Fifth Amendment.

Q. Moving to the third page, Check No. 636 appears to be on your account. The payee is Jan Meyers for Congress. The amount is $1,000. Is that your signature?

A. I'll take the Fifth Amendment.

Q. The second item on that page is Check No. 678 on your account. It's dated 9/1/84 and it was made out to Friends of Albert Gore,

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Junior. The amount is $1,000. There's a notation on the left-hand corner of the page indicating Campaign '84. Is that your signature?

A. I'll take the Fifth Amendment.

Q. The last item on that page, Check No. 700. It appears to be on your personal account. The date is 9/26/84. The payee is Meyers for Congress. The amount is $1,000. Is that your signature?

A. I'll take the Fifth Amendment.

Q. The next page, there are three more items on that page. The top one on what appears to be a personal account is dated 10/25/83. The payee is Pressler for Senate. The amount is $1,000. Is that your signature?

A. I'll take the Fifth Amendment.

Q. The second item on the page is Check No. 491 on the same account. It is dated I believe 10/25, possibly 26, 1983. Again that is obscured by the paid stamp. The payee is Campaign America in the amount of $5,000. Mr. Ross, do you know what Campaign America is?

A. I'll take the Fifth Amendment.

Q. Is that your signature?

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A. I'll take the Fifth Amendment.

Q. The last item on the page, Check No. 513 appears to be your account. The date is 12/15/83. The payee is Dole for senate. The amount is $1,000. Is that your signature?

A. I'll take the Fifth Amendment.

Q. Moving to the next page, there are three items on this page. First item there is Check No. 1059. It appears to be written on Gunilla Nilsson Ross' checking account. The date is 10/25/83. The payee is Pressler for Senate. The amount is $1,000. Do you recognize that to be your wife's signature?

A. I'll take the Fifth Amendment.

Q. And we'll note for the record that part of the name appears to be obscured, but it says Nilsson R O, I believe. The next item down on the page is Check No. 1135. It also appears to be written on Gunilla Nilsson Ross' account. The date is 12/24/83. The payee is Dole for Senate. The amount is $1,000. We have the same problem with the signature line, but does that appear to be your wife's signature?

A. I'll take the Fifth Amendment.

Q. The last item on that page at the

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bottom, the check number is 394. It's written on what appears to be Gunilla Nilsson Ross' checking account. The payee is Charlie Rose's Campaign. The amount is $1,000, and the signature in full appears to be Gunilla N. or possibly K. Ross. Do you recognize that to be your wife's signature?

A. I'll take the Fifth Amendment.

Q. And finally to the last page of this particular exhibit, there are three items. The top item is No. 1375. It appears to be a check written on Gunilla Nilsson Ross' account. The date is 10/23/84. The payee is Nancy Hoch or Hoch for Senate. The amount is $1,000. And it is signed by Gunilla N. Ross. Do you recognize your wife's signature?

A. I'll take the Fifth Amendment.

Q. The second item down on the page appears to be a copy of a check numbered 1884 on Gunilla Nilsson Ross' account. The date is 10/8/85. The payee is Dole for Senate. The amount is $250 and signature appears to be Gunilla N. Ross. Do you recognize your wife's signature?

A. I'll take the Fifth Amendment.

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Q. The last item on the page is somewhat more difficult to read, but it appears to be a copy of Check No. 2246 on Gunilla Nilsson Ross' account, dated 10/13, 1986 and appears to be made out to Campaign America in the amount of $5,000. Do you recognize this check?

A. I'll take the Fifth Amendment.

MR. BLESSINGTON: I'm going to have the reporter mark Exhibit No. 2.

(Whereupon, C. Ross Deposition Exhibit 2 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Now, I provided you with a copy of the exhibit, Mr. Ross. Please take your time, take a look at it. I'll proceed when you're ready, Mr. Ross.

I believe you're probably ready at this point. Now this is a four-page document. It may be a little difficult to explain for the record, but each one of the pages consists of the same one-page document which appears to be a fundraising notice for Congressman Charlie Rose. The reason that we have four pages is that when we saw the original of this document there were three Post-its on it. So we have one

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copy with the three Post-its, one copy with two Post-its and one copy with one and finally one copy without any Post-its at all.

And the document reads Urgent, Congressman Charlie Rose Fundraiser at the top, and it indicates that a fundraiser for Congressman Rose had been scheduled for April 22nd, 1982, in Washington, D.C., and there is an indication that the charge for both the fundraiser and the luncheon is $250 per person. It indicates please make your donations to the Committee for Congressman Charlie Rose but send your checks to Rick Brown at SPACE's headquarters. Rick will present them to the congressman as a group effort. Checks must be personal, not corporate, and there's some more copy on the page.

And the first Post-it apparently says, in handwriting, Esther, two checks: Bob Owens, 250, C. A. Ross, 250. And some indication to give those to Deb. Six p.m. fundraiser. A corporate one, which apparently was an underlying Post-it which we'll get to.

On page 2, again it's the same document as I indicated, and there is

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handwriting on the Post-it indicating, Will you be attending with Bob, and in a little handwritten box, $500 for Bob and Bud, and a handwritten schedule, 12 o'clock, lunch April 22nd. 2 p.m., board. 6 p.m., fundraiser.

On page 3, copy of the same basic document, and the first two Post-its having been pulled away, we have the last Post-it, and there is a handwritten indication, We will need to get $500 to them. Payment must be made by a personal check, not a corporate one. At the bottom of the page, there is a stamp that indicates check number, $250. It also indicates that it was voided on 4/27/82.

And on the last page is the unadorned announcement involving Charlie Rose's fundraiser.

Do you recognize that document?

A. I'll take the Fifth Amendment.

Q. Are you familiar with an organization called SPACE?

A. I'll take the Fifth Amendment.

MR. BLESSINGTON: I'm going to ask the reporter to mark Exhibit 3.

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(Whereupon, C. Ross Deposition Exhibit 3 was marked by the reporter for identification.)

Q. (By Mr. Blessington) You can indicate to me when you're ready, Mr. Ross. This is a five-page document and it consists of copies of forms headed Check request. Now there's some imprinting on each one of these forms: To, Date needed, Reason for request, Amount, Account coding, Requested by, and Approved by, and there are lines in which to fill in the appropriate entries. On page 1, a check request is made out to Charles A. Ross. The date needed appears to be 6/5/84. The reason for the request, advance. The amount is $24,500. The account coding is [redacted] Requested by, Bud, and there is an initial of some sort, it appears to be DD in the approved by line. And there's also indication that this was paid on June 5th, 1984, and there's a number which appears to be the check number. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. On page 2 there are two such forms. On the top one the date is 6/11/84. Again it's

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to Charles A. Ross. Again, the reason is an advance. The amount is $50,000. The account coding is [redacted] and there is a signature in the approved by line. This also appears to have been paid according to the stamp on June 11th, 1984, and there is another number there as well. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. The second form on page 2 is another check request form. The date needed is 6/15/84, and there's an ascription above the date needed, Original in Bank of Commerce. The check request is made for the Bank of Commerce. The reason for the request is advance for Bud Ross. The amount is $25,000. There's a similar coding. Appears to be requested by Bud, phone, and again someone has initialed the approved by line. The stamp indicates that this was paid on June 15th, 1984.

Mr. Ross, do you know who Bud Ross is?

A. I'll take the Fifth Amendment.

Q. And do you recognize this check request?

A. I'll take the Fifth Amendment.

Q. Moving on to the next page, it's a

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check request form. The date needed is 6/27/84. It's to Charles A. Ross. The reason for the request is advance. The amount is $40,000. Similar coding as to the previous request forms. Requested by, Bud Ross, and while there's no initial right next to the approved by, there does appear to be some initials underneath. This apparently was paid according to the stamp on June 27th, 1984. Are you familiar with this check request?

A. I'll take the Fifth Amendment.

Q. The one at the bottom of the page is more difficult to read. It appears to be 6/25/84 next to date needed. It's to C. A. Ross. The reason for request appears to be expense advance. The amount is I believe $50,000. The account coding is [redacted] and it appears to have been paid on June 25th, 1984. Are you familiar with this check request?

A. I'll take the Fifth Amendment.

Q. On the next page there is a similar form, although on the top of this it indicates Chanute Electronics above the check request in printing. It's to Charles Ross. The date needed is 1/7/85. Reason for request, advance.

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The amount is $15,000. The account coding there is different from before. It appears to be [redacted] I believe, although it's somewhat obscured. Requested by DKH and there is a DD initial next to the approved by category. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. Below that check request form is another check request form. The date needed is indicated as 1/12/84. It's to Charles A. Ross. The reason for the request is advance. The amount is $5,000. Unlike the previous one, the account coding is [redacted] which is consistent with the other ones we looked at to this point. Requested by DKH and approved by apparently DD and it appears to have been paid on January the 12th, 1984. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. On the next page is another check request form. It indicates a date needed of 12/1/83. It's to Charles A. Ross. There is no indication as to the reason for the request. The amount is $1,000. The account coding is [redacted] It appears to have been requested by D. Hamilton, and again there are initials next to

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the approved by category, and that appears to have been paid I believe on December 1, 1983, although the copy is not very good. Do you recognize the document that I just --

A. I'll take the Fifth Amendment.

Q. And the last check request form in this exhibit is the most difficult to read of them all. But it does appear to be made out to Charles A. Ross. The date needed indicates I believe December, but I can't be certain. The amount appears to be $20,000. Do you recognize this document?

A. I'll take the Fifth Amendment.

MR. BLESSINGTON: I'm going to ask that this document be marked as an exhibit.

(Whereupon, C. Ross Deposition Exhibit 4 was marked by the reporter for identification.)

Q. (By Mr. Blessington) This is another multipage document. I'll give you a few minutes to familiarize yourself with it and you can indicate to me when you're ready. It appears that you're ready.

A. Page 1, there are two check request forms much the same as the ones we looked at in

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the previous exhibit. The top one is made out to Charles A. Ross. The date needed is 7/22/83. The amount is $1,000. It was requested by Charles A. Ross and apparently was paid according to the stamp. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. The bottom copy is of another check request. It is to Charles A. "Bud" Ross. The date needed is 10/28/83. It's in the amount of $15,000. The account coding is [redacted] Appears to be requested by Dave and there are initials next to the approved by column. This appears to have also been made on October 28th, 1983.

Just for the record, we've had a slight intrusion which Susan Beard is taking care of.

Mr. Ross, do you recognize this bottom document?

A. I'll take the Fifth Amendment.

Q. Moving to page No. 2, another check request form. It appears that the date needed is 8/19/83. It's to Charles A. Ross. The amount is $95,000. The account coding is [redacted] It appears to have been requested by

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CAR and was paid indeed on August 19th, 1983 according to the stamp. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. The bottom document on this page is another check request form made out to Charles A. Ross. The date needed is 7/18/83. It's in the amount of $5,000. The account coding is [redacted] It is requested by C. A. Ross. The reason for the request apparently is an expense advance. This too appears to have been paid on July 18, 1983, according to the stamp. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. Moving to the next page, this is a copy of another check request form. Date needed is 8/12/83. It's to Charles A. Ross. The reason for the request is apparently expense advance. The amount is $5,000. The account coding is [redacted] and it was requested by Charles A. Ross. This appears to have been paid on August 12, 1983, according to the stamp.

The bottom item on this page -- do you recognize this document?

A. I'll take the Fifth Amendment.

9504368835

Q. The bottom item on the page is another check request form. The date needed as indicated is 8/5/83. It's to Charles A. Ross. The reason for request appears to be expense advance. The amount is $6,000. The account coding is [redacted] It appears to have been requested by Bud Ross, and according to the stamp, it was paid on August 5, 1983. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. Moving to the next page, there are two items, both copies of check request forms. The top item indicates a date needed of 8/2/83. It's to Charles A. Ross. The reason for request is advance. The amount is $10,000. The account coding is [redacted] It is requested by Bud and there are initials in the approved column and it appears to have been paid on August 2nd, 1983. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. The bottom item indicates a date needed of 6/30/83. It is to Charles A. Ross. The amount is $50,000. The account coding is [redacted] It was requested by Ed H. There are initials next to the approved line. Reason for

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the request is advance and it appears to have been paid according to the stamp on June 30th, 1983. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. The next page contains two items which are copies of check request forms filled in. The top one, the date needed indicated is 6/21/83. It's to Charles A. Ross. The amount is $55,000. There is no account code indicated. It is requested by Ed Hackerott, approved by CAR and it appears to have been paid according to the stamp on June 21, 1983. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. The bottom item indicates a date needed of 6/17. It's made out to Bud Ross. The amount is $3,000. The account coding is [redacted] It appears to have been requested by Bud Ross, and it appears for have been paid according to the stamp on June 17th, 1983. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. The next page contains copies of two more check request forms that have been filled out. The top one indicates a date needed of

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5/4/83 to Charles A. Ross. The reason for the request is expense advance. The amount is $22,000. The account coding is [redacted] It appears to have been requested by Bud Ross and there are initials in the approved by line. This appears to have been paid according to the stamp on 5/4/83. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. The bottom item indicates a date needed of 5/25/83. It's to Charles A. Ross. The amount is $2,000. Account coding is [redacted] It's difficult to see exactly who it was requested by, but it appears to be the name Ross. No initials next to the approved by line and no reason for the request, and it appears according to the stamp to have been paid on May 25th, 1983. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. Now on the next page there's some writing. It appears to be -- pardon me, the top item appears to be a check request form and it is obscured because there apparently was a note put on top of half the page. There is a date

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needed of 2/15/83. The amount is $16,000. Account coding appears to be [redacted] There's no indication on that form who it was requested by and there's no initials for the approved by. However, the copy of the note that was on top of this particular page indicates in handwriting at the top [redacted] C. A. Ross, advance. $16,000 by two today. Might get back tomorrow, and there are two paid stamps of February 15th, 1983. One on the document itself and one on the note that was attached to the document. When I say the document I mean the check request form. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. Down below there is apparently the copy of a note of some sort, and it indicates in handwriting Charles A. Ross, $2,000. There's a paid stamp of May 2nd, 1983, and there's an account code listed of [redacted] Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. Moving on to the next page, there's a check request form. The date needed is 3/11/83. It's to Bud Ross. The reason for the request, travel advance. The amount is $2,000.

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The account coding is [redacted] It appears to have been requested by Bud, and there are initials next to the approved by line. There is a stamp that indicates that this was paid on March 11th, 1983. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. Now the second item on this page appears to be the tissue copy of a check request and imprinted on the top left-hand corner is Birdview Satellite Communications, Inc. The amount is $465.05. The date is 11/30/84. The check number indicated is 16775. There apparently is a code at the bottom of it, [redacted] and although it's partially cut off, there appears to be the copy of Check No. 16775 in the amount of $465.05. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. Moving to the next page, this is another copy of a check request form at the top, and in handwriting on top of the check request imprinting there is an indication that this is corporate. The date needed is 11/13/84. It's made to Charles A. Ross. The reason for the

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request is listed as expense advance. The amount is $9,285.56. The account coding is [redacted] It appears to have been requested by DKH and it appears to have been approved by somebody with the initials DD. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. Now moving down the page, there is apparently another copy of a tissue copy of a Birdview Satellite Communications, Inc., check request. It's in the amount of $5,000. The date is 11/30/84. There's a Check No. 16774 indicated and there is a code written at the bottom [redacted] and below this is a portion of a copy of a check apparently in the amount of $5,000, and that copy indicates that the check number was 16774. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. Moving on to the next page, there are two check request forms both of them filled out. The first one, the top one indicates a date needed of 10/25/84. It's to Charles A. Ross. Reason for the request appears to be expense advance. The amount is $8,000. The

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account coding is [redacted]. It is requested by DKH and approved apparently by DD. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. On the bottom half of the page is the check request form which indicates a date needed of 9/28/84. It's to Charles A. Ross. The reason for the request is advance. The amount is $15,000, although I do note that there is a notation of void at the top of that. The account coding is [redacted] It appears to have been requested by DKH and approved by DD. Have you ever seen this document before?

A. I'll take the Fifth Amendment.

Q. The next page contains two items, both check request forms much as we've seen before. The date needed which appears to have been typed in is September 24, 1984. It is to Charles A. Ross. The reason for request is listed as advance for deposit. The amount is $10,000. The account coding is [redacted] It is requested by Bud Ross and approved by Doris, I believe, M. Dettweiler. Do you recall ever having seen this document?

A. I'll take the Fifth Amendment.

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Q. The bottom item is another check request form, although there is apparently a note attached to it obscuring part of the left-hand section of the item. Date needed indicated is 9/19/84. It's to Charles A. Ross. The amount is $3,000. The account coding is [redacted] It appears to have been requested by Dave Hamilton. There's no indication that it was approved. And on the note that was attached to this document there is an indication that it was for C.A., apparently a department, 9/19. It says DEP period, 9/19. And the amount is $3,000. Do you recognize this document?

A. I'll take the fifth amendment.

Q. The next page contains two check request forms. The date needed indicated is 5/28/84. It's to Charles A. Ross. The reason for the request is advance. The amount is $5,000. Account coding is [redacted] Requested by Dave H. Approved by DD. There's a stamp indicating paid on May 8th, 1984, do you recognize this document?

A. I'll take the Fifth Amendment.

Q. The bottom item is another check request form but apparently typed or imprinted

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on top of the check request is Chanute Electronics. It appears the date needed is 1/9/85. It's to Charles A. Ross. There's no reason for the request indicated. The amount is $12,000. The account coding is [redacted] and it appears to have been requested by DKH, and next to that there's an indication that it was a phone call. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. Next page there are two items, both copies of check request forms. The top one indicates date needed of 8/8/84. It's to Charles A. Ross. And the reason for the request is indicated L. Follet payment. The amount is $25,000. The account coding is [redacted]. It appears to have been requested by DKH and approved by DD, and again there is a paid stamp on this which appears to be August 8th I think, 1984, although that is difficult to see. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. The bottom item on the page indicates a date needed of 9/12/84. It's to Charles A. Ross. The amount is $20,000. The account coding is [redacted] and there are initials next to

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requested by. I can't quite make them out. The reason for the request appears to be Spring Hill. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. Next page contains copies of two check requests. The date needed as indicated on the top one is 5/30/84. It's to Charles A. Ross. The reason for request is advance. The amount is $2500. The account coding is [redacted]. It appears to have been requested by DKH and approved by DD. There is a paid stamp on it indicating that payment was made on May 30th, 1984. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. The date needed on the second item is 7/11/84. It's to Charles A. Ross. The amount is $25,000. The account coding is [redacted]. It appears to have been requested by DKH and approved by DD. The reason listed for the request is advance and a paid stamp indicates that it was paid on July 11th, 1984. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. Moving to the next page. There are copies of two more check request forms. The top

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one indicates a date needed of 5/22/84. It's to Charles A. Ross. The reason for request is advance. The amount is $18,000. The account coding is [redacted] It appears to have been requested by DKH and approved by DD and there is a stamp indicating payment on May 22nd, 1984. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. The second item on the page indicates a date needed of 5/1/84. It's to Charles A. Ross. The reason for request is advance. The amount is $12,297.41. The account coding is [redacted] and it appears to have been requested by Bud. There's no indication that it was approved, and payment according to the stamp appears to have been made on May 1st, 1984. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. Next page contains two more items, check request forms. The top one indicates date needed of 4/12/84. It's to Charles A. Ross. The reason for the request is listed as advance. The amount is $5,000. The account coding is [redacted] It appears to have been requested by DKH and approved by possibly DD.

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I'm not certain of that, but approved by someone, and according to the paid stamp the item was paid on April 12th, 1984. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. Bottom item on the page indicates a date needed of 4/19/84. It's to Charles A. Ross. The reason for the request is advance. The amount is $3500. The account coding is [redacted] It appears to have been requested by DKH and approved by DD, and according to the stamp this item was paid on April 19th, 1984. There's also an indication at the top of this form Return check, it's a check mark, to I believe David, but it's written in rather small script and it's hard to tell. Do you recognize this document?

A. I'll take the Fifth Amendment.

Q. The next page contains two items both of which are copies of check request forms that have been filled out. Date needed on the top one is 3/28/84. It's to Charles A. Ross. The reason indicated is advance. The amount is $6500. The account coding is [redacted] and it appears to have been requested by Bud and Dave,

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and again there are initials indicating it was approved. There's also some writing on this indicating No. [redacted] with what appears to be the date 3/28/84, and in the bottom left-hand corner of this particular item, return check mark to David, Davis, it's difficult to say. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. It was just pointed out to me that that could be Doris as well as David or Davis. The second item on this page indicates a date needed of 4/11/84. It's to C. A. Ross. Reason for the request appears to be repay loan. The amount is $30,000. The account coding is [redacted] and it appears to have been approved. The paid stamp indicates April 11th, 1984, was the date of payment. The next page contains two items, both copies of check request forms that have been filled in. The top one indicates a date needed of 3/26/84 and there is apparently a note in the top left-hand corner which is partially obscured, the individual for whom the check request is made, but it indicates Ross. The note itself that was attached to the check request indicates the following: Dave, Bud said

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bring check with you and meet him at bank approximately 2:30 p.m. He is running late, and then underneath that is Doris. The amount is $10,000. The account coding is [redacted]. It appears to have been requested by Bud and approved by DKH. The reason indicated is advance, and it appears to have been paid indeed on March 26, 1984, according to the stamp. Have you ever seen this document before?

A. I'll take the Fifth Amendment.

Q. The second item on the page indicates date needed of 9/14/84. It's to Charles A. Ross. The reason for the request is advance. The amount indicated is $4,000 and account code of [redacted] and this appears to have been requested by D. K. Hamilton and approved by apparently DD. Are you familiar with this item?

A. I'll take the Fifth Amendment.

Q. We are on the last page of the exhibit. There are two more items, copies of check request forms that have been filled in. The top one indicates a date needed of 2/8/84. It's to Charles A. Ross. The amount is $15,000. The account coding is [redacted] There is no indication as to whom it was requested by

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and it appears to have been approved, there are some initials there, although I can't make them out. The reason for the request is advance. It appears to have been paid on February the 8th, 1984, and there is in somebody's handwriting CK period to Dee, D E E. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. And the last item of the last page of this document, there is a date needed indicating of 3/12/84, and this is to Birdview Satellite Com, Inc. The amount is $2,064.95. The account coding is [redacted] It appears to have been approved. The payment stamp indicates payment on March 12th, 1984 and the reason for the request is indicated as Western Union W T to Bud in Ft. Lauderdale, Florida, downtown office. Are you familiar with this document?

A. I'll take the Fifth Amendment.

MR. BLESSINGTON: On that note, I think with we'll take a break.

(Whereupon, a short recess was taken.)

MR. BLESSINGTON: We've just taken a few minute break. Before we get back to

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this, I'm going to ask the court reporter to mark this as Exhibit 5.

(Whereupon, C. Ross Deposition Exhibit 5 was marked by the reporter for identification.)

Q. (By Mr. Blessingtor) This is a two-page document. Let me know when you're ready. It appears that you're ready. On page 1 there are two items, both of them are copies of check request forms, and the first one indicates date needed of 12/1/83. It's to Charles A. Ross. The amount is $1,000. The account coding is [redacted]. It appears to have been requested by D. Hamilton and to have been approved. There is an indication from the stamp that this was paid on December 1, 1983. There's no reason listed for request. Are you familiar with this document, Mr. Ross?

A. I'll take the Fifth Amendment.

Q. The bottom item of this page indicates date needed of December the 2nd, apparently in 1983. It's to Charles A. Ross. The reason for the request is listed as advance. The amount is $20,000. The account coding is [redacted] and it appears to have been approved by the initials I

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see, and although it's very faint, it appears also to have been paid, although I cannot see the date. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. There's one item on page 2. It's a copy of another check request form. The date needed indicated is 12/23/83. It's to Charles A. Ross. The amount is $5,000. The account coding is [redacted] and it appears to have been requested by Dee, D E E, per Bud and approved by DD. The reason for the request is listed as advance, and again, although it's very faint, it appears to have been paid. Are you familiar with this document?

A. I'll take the Fifth Amendment.

MR. BLESSINGTON: I'm going to ask the court reporter to mark as Exhibit 6 a one-page document.

(Whereupon, C. Ross Deposition Exhibit 6 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Now there are two items on this one page. The bottom item is another copy of a check request form that indicates a date needed of 12/22/83. It's to

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Charles A. Ross. The reason for the request apparently was advance. The amount is $15,000. The account coding is [redacted] and it appears to have been requested by Bud and approved by DD. Again, it's very faint but it appears to have been paid, at least there's printing, December something, 1983. Now on the top there is a copy of a handwritten note, and the handwriting indicates Gunilla, $10,000; Bud, $5,000. Are you familiar with either of these items?

A. I'll take the Fifth Amendment.

Q. Now, Mr. Ross, we've just gone through a fairly large number of check requests that most of those you apparently made and which indicate you received a vast amount of money under the accounting code primarily [redacted] Can you tell me why you received these payments?

A. I'll take the Fifth Amendment.

Q. Did you utilize any of these payments for personal business?

A. I'll take the Fifth Amendment.

Q. Did you utilize any of these payments for political contributions?

A. I'll take the Fifth Amendment.

MR. BLESSINGTON: I'm going to

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ask the court reporter to mark this as Exhibit 7.

(Whereupon, C. Ross Deposition Exhibit 7 was marked by the reporter for identification.)

Q. (By Mr. Blessington) This is a four-page document consisting of copies of checks of Birdview Satellite Communications, Inc., all of which are made out to Charles A. Ross. On page 1, the top item is Check No. 13191 with a date apparently of 6/26/84 in the amount of $50,000. It appears to be signed by Charles A. Ross and Esther Oliver. Are you familiar with this item?

A. I'll take the Fifth Amendment.

Q. The second item on the page is Check No. 13210. It's dated 6/27/84 and the amount is $40,000. And, again, the signatures on the check are Charles A. Ross and Esther Oliver. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. On page 2, as before, there are copies of Birdview Satellite Communications, Inc., checks. The top one is 7690. It's dated 12/21/83 in the amount of $20,000 and it's

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signed by Esther Oliver. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. The second item on the page is Check No. 7734. It's dated two days later, 12/23/83, and it is in the amount of $5,000 and the signatures are D. K. Hamilton and Doris M. Dettweiler. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. Page 3, there are copies of two checks from Birdview Satellite Communications, Inc. The first one is dated 12/22/83. It's in the amount of $15,000 and it is signed by Esther Oliver. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. The second check copy is dated -- is numbered 8480. It's dated 1/27/84 and it's in the amount of $20,000, and the signatures of Doris M. Dettweiler and Charles A. Ross are on the bottom. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. The last page of this document contains copies of two more checks from Birdview

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Satellite Communications, Inc. The top one is numbered 8053. It's dated 1/12/84 in the amount of $5,000 and it is apparently signed by Doris M. Dettweiler and Esther Oliver. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. And the last item of this exhibit, there is a copy of a check numbered 7964 from Birdview Satellite Communications, Inc., dated 1/6/84 in the amount of $15,000 and it's signed by Doris M. Dettweiler and Esther Oliver. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. Now with respect to any of these checks that we just looked at, did you ever use any portion of them for political contributions?

A. I'll take the Fifth Amendment.

MR. BLESSINGTON: I'm going to ask the reporter to mark this next one-page document as Exhibit 8.

(Whereupon, C. Ross Deposition Exhibit 8 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Now, this appears to be the copy of another check request

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form upon which has been superimposed a tissue form indicating in someone's handwriting $350 each. Ed Cox campaign fund, Bill Viette campaign fund, Mike Reid campaign fund. The date needed is indicated as 3/8/85, and on the top of check request imprinting is some imprinting indicating Chanute Electronics. There's a stamp indicating that there was payment on March 8th, 1985. Do you know if these particular amounts, namely $350 each, was paid to the campaign funds as indicated by Birdview?

A. I'll take the Fifth Amendment.

Q. Mr. Ross, have you ever discussed the making of political contributions to federal candidates with Birdview Satellite, Incorporated -- Communications, Incorporated, consultants or employees?

A. I'll take the Fifth Amendment.

Q. Did you ever provide or cause to be provided Birdview funds to use for political contributions?

A. I'll take the Fifth Amendment.

Q. Did you ever cause -- did you ever provide or cause to be provided any Birdview

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funds for reimbursements to employees or consultants for making political contributions?

A. I'll take the Fifth Amendment.

Q. Do you know a David Owen?

A. I'll take the Fifth Amendment.

Q. Was David Owen a consultant to Birdview?

A. I'll take the Fifth Amendment.

Q. Did you know that David Owen was a fundraiser for the Dole for Senate committee?

A. I'll take the Fifth Amendment.

Q. Have you ever discussed the making of contributions to Senator Dole's campaign or other candidates for federal office with David Owen?

A. I'll take the Fifth Amendment.

MR. BLESSINGTON: I'm going to ask the court reporter to mark another document as Exhibit 9.

(Whereupon, C. Ross Deposition Exhibit 9 was marked by the reporter for identification.)

Q. (By Mr. Blessington) It's a three-page document. I'll give you a few moments to take a look at it. It appears that

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you've taken a look at the document. Now as I indicated, this is a three-page document. On page 1 there is a copy of a letter on the letterhead of David C. Owen. It's dated November the 15th, 1983, to Mr. Charles A. Ross president and chairman of the board, Birdview Satellite Communications, Inc., and I'm reading a portion of what the letter says. Dear Bud, I just received notification from from the Republican Senatorial Trust that I can renew my membership. It continues. Please forward a check in the amount of $10,000 payable to David C. Owen, and I will send my personal check to the trust. And then he indicates that there are going to be opportunities to meet one-on-one with the Republican members of the senate. Sincerely Dave, David C. Owen. Now, are you familiar with this letter?

A. I'll take the Fifth Amendment.

Q. Have you ever heard of the Republican Senatorial Trust?

A. I'll take the Fifth Amendment.

Q. Do you know the Republican Senatorial Trust is part of the National Republican Senatorial committee?

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A. I'll take the Fifth Amendment.

Q. And do you know that corporate contributions are illegal to the National Republican Senatorial committee?

A. I'll take the Fifth Amendment.

Q. Page 2 of this document is also on the letterhead of David C. Owen. It's dated October the 31st, 1983, and it's written to Mr. Charles A. Ross, and I'm not interested in the entire letter. But it does say, Dear Bud, Thank you for the opportunity to work with you and Birdview as you plan for the future. In our meeting this morning, we covered the following items: One, Dave, probably Dave Owen, will join the Republican Senatorial Trust, if possible, with Birdview paying the membership fee of $10,000 annually and any expenses incurred by Dave in attending the meetings, and the letter goes on, and on page 2 it is signed Sincerely, David C. Owen, and there is a space for acknowledgment, and it indicates that Charles A. Ross acknowledged this on 11/18/83. Are you familiar with this document?

A. I'll take the Fifth Amendment.

Q. Did you ever cause Birdview to make a

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$10,000 contribution to the Republican Senatorial Trust through David Owen?

A. I'll take the Fifth Amendment.

MR. BLESSINGTON: I'm going to ask the court reporter to mark a one-page document as Exhibit No. 10.

(Whereupon, C. Ross Deposition Exhibit 10 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Let me know when you're ready. This document indicates at the top, although it's somewhat obscured, to be a Birdview Satellite Communications, Inc., tissue copy of a check. And it indicates membership dues. The date is 9/12/84. The check number indicated is 15320 and there's another presumable code of some sort [redacted] and there is a tissue copy of a check that indicates Birdview Satellite Communications, Inc. Check No. 15320. And in printing, Pay to the order of, and in handwriting, The Senatorial Trust and David Owen. The date is listed as 9/12/84 and the amount of $10,000. It is apparently signed by Doris M. Dettweiler. Are you familiar with this check to the Senatorial Trust and David

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Owen?

A. I'll take the Fifth Amendment.

Q. Mr. Ross, are you aware that according to reports filed by the National Republican Senatorial committee that David Owen made on 27 September 1984 made $1,000 contributions to the Citizens for Cochran for Senator, the Friends of Phil Gramm, the Helms for Senate Committee, the Jepsen '84 Committee, the Ray Shamie for U.S. Senate Committee, the Simpson Senate Committee, and on the 28th of September made $1,000 contribution to the Raese for Senate Committee, and on 10 October '84, earmarked a contribution to Ray Shamie for U. S. Senate and on October 3rd, 1984, made a contribution of $1,000 to the Simpson for Senate Committee? Are you familiar with the contributions that were made through the National Republican Senatorial committee, presumably the Republican Senatorial Trust by Dave Owen?

A. I'll take the Fifth Amendment.

Q. Mr. Ross, do you know Senator Bob Dole?

A. I'll take the Fifth Amendment.

Q. Did you help the Dole campaign raise

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funds in December, 1983?

A. I'll take the Fifth Amendment.

Q. Did you host a dinner for Bob Dole in December of 1983?

A. I'll take the Fifth Amendment.

Q. Did you ever request Birdview employees to contribute to the Dole campaign in December, 1983?

A. I'll take the Fifth Amendment.

Q. In December, 1983, did you approach Ed Hackerott and ask him if he and Darlene would contribute $1,000 each to the Dole for Senate committee?

A. I'll take the Fifth Amendment.

Q. Did he personally deliver the checks to you at Birdview offices?

A. I'll take the Fifth Amendment.

Q. Did you cause or did you deliver or cause to be delivered checks to the Dole for Senate committee?

A. I'll take the Fifth Amendment.

Q. Did you discuss Mr. Hackerott's and Mrs. Hackerott's contributions with David Owen?

A. I'll take the Fifth Amendment.

Q. And did you reimburse or cause to have

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reimbursed the Hackerotts on or about December 23rd, 1983?

A. I'll take the Fifth Amendment.

Q. Did you communicate either directly or indirectly to Steve Phillips in December of 1983 that he and his wife should give $1,000 each to the Dole for Senate committee?

A. I'll take the Fifth Amendment.

Q. Were the Phillipses' checks delivered to you personally?

A. I'll take the Fifth Amendment.

Q. Did you deliver or cause to be delivered the checks to the Dole for Senate committee?

A. I'll take the Fifth Amendment.

Q. Did you arrange for reimbursements to the Phillipses for their contributions to the Dole campaign?

A. I'll take the Fifth Amendment.

Q. In December of 1983, did you tell Bob Owens that he and his wife should each contribute $1,000 to the Dole for Senate committee?

A. I'll take the Fifth Amendment.

Q. Do you recall Mr. Owens being

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reluctant to give to the Dole committee and in response to his reluctance saying to him, Oh, hell, Bob, put it on your expense account?

A. I'll take the Fifth Amendment.

Q. Did you have Birdview reimburse Bob Owens for his and his wife's contributions in the amount of $2,000 on or about December the 23rd, 1983?

A. I'll take the Fifth Amendment.

Q. Did you request Roger Mason to contribute $1,000 to the Dole for Senate committee in December 1983?

A. I'll take the Fifth Amendment.

Q. Did Mr. Mason deliver a check to you for the Dole committee?

A. I'll take the Fifth Amendment.

Q. Did you deliver any checks on behalf of Mr. Mason to the Dole committee?

A. I'll take the Fifth Amendment.

Q. And did you have Birdview reimburse Mr. Mason $1,000 for his contribution to the Dole committee on or about December 23rd, 1983?

A. I'll take the Fifth Amendment.

Q. Did you request that your son, Stan Ross, and his then fiancee, Merett, contribute

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$1,000 each to the Dole for Senate committee in December, 1983?

A. I'll take the Fifth Amendment.

Q. Did either Stan or Merett deliver the checks to you personally?

A. I'll take the Fifth Amendment.

Q. Did you deliver those checks or cause to be delivered those checks to the Dole committee?

A. I'll take the Fifth Amendment.

Q. And did you arrange for Birdview's reimbursement to Stan and Merett for their political contributions on or about December the 23rd, 1983?

A. I'll take the Fifth Amendment.

Q. In June of 1984, did you instruct Roger Mason to get Dale Galemore and his wife to contribute $1,000 each to the Dole for Senate committee?

A. I'll take the Fifth Amendment.

Q. Did you arrange for Mr. Galemore to receive an advance of $2,000 in which to make the contributions in his and his wife's name to the Dole for Senate committee?

A. I'll take the Fifth Amendment.

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Q. Did you arrange for a bonus to be paid in the amount of $3,000 to Mr. Galemore in the amount of $3,000 being so that they would not be out any money?

A. I'll take the Fifth Amendment.

Q. Were you present on the evening of June 11th, 1984, when Mr. Galemore delivered two checks to Roger Mason at Birdview offices after Mr. Mason called Dale Galemore at his home and told him to come down with the checks?

A. I'll take the Fifth Amendment.

Q. Was David Owen there as well?

A. I'll take the Fifth Amendment.

Q. In June of 1984, did you ask David Hamilton to make a $1,000 contribution in his name and another $1,000 contribution in his wife's name to the Dole for Senate committee?

A. I'm take the Fifth Amendment.

Q. Did you also arrange for reimbursement through bonus of the $3,000 -- of $2,000 that Mr. Hamilton was out by virtue of his contributions in his and his wife's name?

A. I'll take the Fifth Amendment.

Q. Was that bonus $3,000?

A. I'll take the Fifth Amendment.

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Q. In June of 1984 did you ask Steve Small to contribute $1,000 in his name and another $1,000 in his wife's name to the Dole for Senate committee?

A. I'll take the Fifth Amendment.

Q. Did he personally deliver those checks to you?

A. I'll take the Fifth Amendment.

Q. Did you have Birdview reimburse him by means of the $3,000 bonus?

A. I'll take the Fifth Amendment.

MR. BLESSINGTON: I'm going to ask the court reporter to mark this as Exhibit 11.

(Whereupon, C. Ross Deposition Exhibit 11 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Is Ronda Ross your daughter?

A. I'll take the Fifth Amendment.

Q. The document which we've just marked is a copy of another check request. This one indicates a date needed of 3/15/84 and it's to Ronda Ross. R O N D A. The reason for the request is advance. The amount indicated is

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$1,000. The account coding is [redacted] and then parens next to that Bud. There's no indication as to whom it was requested by but apparently was approved. It also appears by the stamp to have been paid on 3/15/84. Did Ronda Ross ever work for Birdview?

A. I'll take the Fifth Amendment.

Q. Are you familiar with this particular item?

A. I'll take the Fifth Amendment.

Q. In June of 1984 did you request your daughter, Ronda Ross, to make a $1,000 contribution to the Dole for Senate committee?

A. I'll take the Fifth Amendment.

Q. Did you reimburse her with Birdview funds for any such money she contributed?

A. I'll take the Fifth Amendment.

Q. Did you reimburse your daughter, Ronda Ross, with funds other than Birdview's?

A. I'll take the Fifth Amendment.

MR. BLESSINGTON: Okay. I'm going to ask the reporter to mark another exhibit.

(Whereupon, C. Ross Deposition Exhibit 12 was marked by the reporter for

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identification.)

Q. (By Mr. Blessington) This is another check request form. It's a one-page document. The date needed is indicated as 10/10/85 and it's to Wanda Bowman. The reason for the request is indicated as Bonus on payroll check 5023. The amount needed is $500. No account code given. No indication as to who made the request, but it was approved by Ed Gibson.

Q. Did Wanda Bowman work as your secretary at Birdview?

A. I'll take the Fifth Amendment.

Q. In October of '85 did you request Wanda Bowman to make a $500 contribution to the Dole for Senate campaign?

A. I'll take the Fifth Amendment.

Q. Let me amend that. Did you request her to make a $250 contribution in October of 1985?

A. I'll take the Fifth Amendment.

Q. Did you tell her she'd be reimbursed for it?

A. I'll take the Fifth Amendment.

Q. Now, with respect to Gunilla Ross, did you ever discuss the making of political

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contributions to federal candidates with Gunilla Nilsson Ross?

A. I'll take the Fifth Amendment.

Q. Did you ever tell her that Birdview would be paying for these contributions?

A. I'll take the Fifth Amendment.

Q. Well, I'm about ready to close up here. You have a right to review and sign your deposition transcript or you can waive that. I think we discussed that off the record prior your coming in here. What is your choice?

A. I'd like to see it before I sign it.

Q. That's fine. Now I'd like to remind you that under Section 437g of Title 2 of the United States Code commission investigations are confidential, and although based upon what you've told me here today, I don't think you're going to make this public, I just wanted to instruct you not to make it public.

I am now handing you a check in the amount of $34.80 for coming here today. It's witness and mileage fees. I'm going to continue this deposition, and technically that means that if I need to talk to you again, we'll have to re-subpoena you and that type of thing. I don't

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know that we're going to want to talk to you again but in the likelihood -- in the event, excuse me, that we do want to talk to you, I'm going to leave it open. I believe that's it.

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_____

CHARLES A. ROSS

Subscribed and Sworn to before me this _____ day of _____, 1988.

_____

Notary Public

County of _____

State of _____

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C E R T I F I C A T E

I, JANENE M. HILL, a Notary Public of Lafayette County, Missouri, do hereby certify:

That prior to being examined the witness, was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this _____ day of _____, 1988.

_____

JANENE M. HILL, CSR
Notary Public Lafayette County
State of Missouri

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OGC 1825

TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

IN RE:

MATTER UNDER REVIEW 2582

DEPOSITION OF JAMES ROBERT SPEELMAN

CONFIDENTIAL

CONFIDENTIAL

Kansas City, Missouri

February 6, 1989

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BEFORE THE

FEDERAL ELECTION COMMISSION

IN RE:

MATTER UNDER REVIEW 2582

DEPOSITION OF JAMES ROBERT SPEELMAN

Kansas City, Missouri

February 6, 1989

9504368876

IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF JAMES ROBERT SPEELMAN, taken on behalf of the Federal Election Commission, pursuant to subpoena, on the 6th day of February, 1989, at the United States District Court, 811 Grand, Room 401, Kansas City, Missouri before

GLENDA C. READ, RPR, CM,

of Hostetler & Associates, authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission was MR. DANIEL J. BLESSINGTON of the Office of General Counsel, 999 E Street, N.W., Washington, D. C. 20463.

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JAMES ROBERT SPEELMAN,

a witness, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MR. BLESSINGTON:

Q. This deposition is being taken pursuant to a Federal Election Commission subpoena issued in connection with an investigation under Section 437-G, Title II of the United States Code.

The statute requires that the matter remain confidential until the Commission completes its investigation and until the respondent waives confidentiality. No waiver has been requested in this case. The investigation is designated Matter Under Review 2582. You are here as a witness, not a respondent.

A. Mm-hmm.

Q. And I'll be asking you questions regarding violations of the Federal Election Law and I'm going to be showing you some documents that you may be able to help us interpret.

The reporter will take down everything that is said and will produce a transcript, so please give verbal answers rather than simply nodding or shaking your head. That will help the

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record to be clear.

If you don't understand a question, if you don't hear me completely or if you need a break simply let me know. If, during the course of the deposition, you realize that you gave an incorrect or incomplete answer to a previous question, inform me of that and I'll give you an opportunity to correct or amplify the record.

As you know, you are under oath and you should treat this testimony as if you were before a judge and a jury. Now, Mr. Speelman, you have a right to an attorney. I note that you don't have one with you.

A. I don't see a need for any.

Q. Okay. Could you please state your full name?

A. James Robert Speelman. I go by Bob.

Q. And what is your address?

A. 1129 Sleepy Hollow, Olathe, Kansas.

Q. And your current employment?

A. Continental Benefit Corporation. We changed the name twice.

Q. And what is your your position there?

A. Chief financial officer.

Q. So you have an accounting background?

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A. Yes, sir.
Q. What is your age?
A. 47.
Q. And have you been in the accounting area for most of your professional life?
A. Yes, ever since I got out of school.
Q. Now, I understand that you might be moving shortly?
A. Yes, to Florida.
Q. When will that be?
A. Excuse me, February 21st I'll be out of Kansas City.
Q. Do you have an address there yet?
A. No, not yet. I'll be working out of Kansas City here for a while. We won't be really moving to Florida until later. But I'll be traveling around the country quite a bit, from what I understand. Changing jobs.
Q. So if we needed to get in touch with you, we could just get in touch with you at your place of employment?
A. The best place would be -- well, of course, nobody is home during the day. I was going to say in the evening at my house. My wife, I'll be calling and checking with her.

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Q. So that would be on Sleepy Hollow?
A. Yes, correct.
Q. For the next couple of months?
A. Yeah, next two or three months. And she can have a number that if you need to you can get ahold of me then.
Q. All right, thank you. What's your educational background?
A. Went to University of Central Missouri State University in Warrensburg, Missouri. Graduated in '65 with a Bachelor of Science in accounting.
Q. Accounting. Were you ever employed by Birdview Satellite Communications, Incorporated?
A. Yes.
Q. When was that?
A. As I remember, it was approximately November of '84 through December of '85.
Q. And what was your position there?
A. I was hired on as controller.
Q. And what were the circumstances of your employment, how did you happen to go to Birdview?
A. Answered an ad in the paper. And talked with Bob Owens -- yeah, Bob Owens -- at that point. And it was for a divisional accountant at

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that point. And I was called back later and asked if I was interested in looking at a corporate controller position because they were going to be splitting the company, so to say, into divisions and they needed a corporate controller headquartered out of Olathe or Overland Park. And at that point then I talked further with him and Dave Hamilton.

Q. Now Bob Owens was --

A. He was at that point, I believe, he was executive vice president of the company.

Q. And Dave Hamilton was?

A. Chief financial officer of the company.

Q. Now, you mentioned that you had interviewed for a job as a divisional accountant?

A. I answered the ad as a divisional accountant. I did not really talk to them in that position because they thought I was over-qualified for that position. And they subsequently did hire a gentleman called Dick West for the Olathe branch, is what they did. And then Bob, as I said, called me back later.

Q. What was your rate of pay when you worked there, approximately?

A. I think it was in the -- I think it

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was -- I want to say right at around 40. I can't really remember to be quite honest.

Q. About $40,000?

A. I believe so.

Q. Now, when you say divisional accountant, I realize that you ultimately got the job as controller, is that correct?

A. Mm-hmm, mm-hmm.

Q. When you say divisional accountant, what does that imply about the structure of Birdview?

A. They had set up different divisions, one for marketing and sales. They had a division for the manufacture of the electronics, which was headquartered out of Chanute. They had a division for antennas, which was headquartered in Chanute too. And then they had a division in Olathe which was the, oh, I can't remember the division name what we called it, in Olathe, it was the manufacture of the amplifiers that actually went into the horn.

Q. Manufacturing division?

A. Yes, it was another manufacturing division.

Q. And the job that you ultimately got was corporate controller?

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A. Yes, that's correct. Where all the division controllers would report to me for accounting reporting. And I would pull together all the financial for all the divisions, pull it together, and make sure that we had a uniform and consistent accounting and would review the divisional financial statements with each controller or plan accountant, whatever you want to call them, the division controllers.

Q. And this structure, it had just come into place in November of 1984, is that about right?

A. November and a little bit after that because I came on -- they had one structure, one corporation set up and everything was headquartered out of Chanute. They wanted to take and divisionalize it and set up a different reporter for each one of the divisions.

And it was my job at that point to take the consolidated group and take the assets and split it out. The employees that were of the different ones, make sure they got reported on this payroll, this payroll, etcetera, etcetera. On the respective division, payroll, the respective rent charged to the respective one.

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And we set up bank accounts for each one of the divisions so that each division almost acted as an independent company, so to say.

Q. Why was that done?

A. It is my understanding this is what Mr. Ross wanted. He wanted them to set up and functionalize in a divisional type or -- what do you call it, a non -- I can't think of the word. Instead of consolidated, unconsolidated group, so to speak, you see. So he could look at each individual division and see the profitability on an individual basis. Even though we still could have done it -- but even from consolidated we could have broken it down but Bud told us he wanted to see it that way.

Q. In your professional judgment, did it make sense to do it that way?

A. No.

Q. Why didn't it?

A. Because I thought we did not really need the additional overhead of having to have a division controller in each one of the divisions. We could have still had a plan accountant, if nothing else, and still had all the work controlled through one division, one corporate

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controller. Whether they really needed me in that position, they probably didn't. They probably could have had with Dave and Doris Dettweiler, who was controller prior to me coming on, could have still handled and set it up in a good reporter format.

Q. Is that because Dave Hamilton --

A. He had a background in accounting. He was a C.P.A. from Chicago and worked for Price Waterhouse. And he knew what was going on with it.

Q. What were the duties of corporate controller?

A. Myself?

Q. Yes.

A. Well, as I said, my duty was to review all the financial statements of all the -- make sure we were in compliance with S.E.C. reporting. I filed the 10-Q's, the 10-K's, the monthly financial statements, did the consolidation from each one of the divisions, would help out each one of the divisions if they had a problem in one area with the cost accounting. Something was wrong with inventory or something and I would just go there and help them out and we would try and find

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out what the problem was.

Q. And what did the controllers of the various divisions do?

A. Well, they did just the day to day operations of -- a lot of them really got into the actual cost accounting records. Making sure the roll-ups for the component costs on the units were correct and verifying all the costs, paying the bills, the accounts payable, making sure the payroll was done right, everything on a -- just on for their own division.

Q. And if they needed money, would that go through your office and you would send it to them?

A. The way it was set up, all funds came in through -- if you want to call it the marketing or administrative division. It would come in and then we would disburse out the funds from there on an as needed basis to pay the bills.

Or what we were trying to do is to split it up as -- all the receivables were carried on the executive or administrative division. And as the money came in, then we would allocate it to them based on their -- what they call their sales or actually which was their manufacture end of it.

Because they actually -- we had it set

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up where each division technically sold the unit, the finished goods, into the market end. Because all finished inventory was controlled through the marketing division.

Because each one of the divisions were manufacturing basically -- the antenna, manufactured the antenna. They would sell the finished product, being the finished antenna, to the marketing and we would store it in a central warehouse. The electronics in Chanute would sell the finished component, which was the receiver, to the finished goods to the marketing. And then the L.N.D. division -- that's what it was called, the L.N.D.

Q. What does that stand for?

A. Limited noise, L.N.D., reduction. I can't remember the actual term. It was a little box that actually sat in the horn of the dish is what it was. The amplifier, it was an amplifier called the L.N.D.

They would sell that and we had the finished product for marketing. Marketing would then have the finished goods and everything would be shipped out of the marketing. So we allocated the funds, so to say, based on the number of

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manufacturing. Which, you know, which it came to be -- what cost the most in most cases, antennas, had the most cost because their actual raw material cost more than the L.N.D. and sometimes more than the receivers did.

Q. And when you say sold it to -- or they sold it to marketing, it was a paper transaction essentially?

A. Yes, yes. That's all we did. And then when I consolidated, I eliminated the intercompany sales and intercompany profits.

Q. And you were the corporate controller. Now, was that the administrative division or was that something else?

A. Yeah, administrative division, that's where I operated out of it.

Q. And the money, did you indicate that the money would come into the administrative division?

A. Yes.

Q. From?

A. Administrative and marketing, you might say, were considered as one division.

Q. Mm-hmm.

A. I think somebody might refer to it as the executive division also.

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Q. Now, during your time at Birdview, were you aware of any political contributions that were made by Birdview employees?

A. Not during my tenure there. I had heard of them being made prior to me coming on board.

Q. Could you describe what you heard?

A. What I had heard is when I got there, of course, some of the review that I was making of the financial -- of the detailed general ledger and everything required that I get in and look at most every transaction so that I could break out the respective transactions that pertained to a division so that I could allocate the assets and respective costs for a period so we could see on a divisional basis where they stood.

And as a part of that review, I came across an item called bonuses which went to several people. And I asked what they were. I said, why did we have a bonus during the middle of the year as opposed to normally you get it at the end of the year. And I was informed by Dave Hamilton that these were bonuses given to -- I can't remember how many people -- four or five people. I don't remember exactly who they were.

Q. Including Mr. Hamilton?

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A. Yes.
Q. Does the name Galemore sound familiar?
A. Galemore, yeah, Dale Galemore.
Q. Dave Galemore?
A. Mm-hmm.
Q. And how about Steve Small?
A. Steve Small, mm-hmm.
Q. Could it have been those people?
A. Yes.

MR. BLESSINGTON: I'm going to ask the court reporter to mark this as Speelman Exhibit No. 1.

(Whereupon, Speelman Deposition Exhibit 1 was marked by the reporter for identification.)

Q. Now, I'm giving you a copy of that, Mr. Speelman. And why don't you thumb through it for a minute or two and let me know when you are ready to talk about it.
A. Sure, okay, ready.
Q. All right, it's several pages long. Why don't we just begin at the beginning, Page 1.
A. Yes, sir.
Q. There is a copy of apparently a handwritten note of some sort. Can you describe

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that for me?

A. It's a handwritten note that has three names to the left-hand side and two columns over to the right. Above the one column says [redacted] and above the far right column it says, looks like a B. And it has, under the first column, it has $2,000 by each name. And under the other one has $3,000 by each name, the names being S. Small, D. Hamilton and D. Galemore.

Q. Okay. Is it possible that that says [redacted] up at the top?

A. Yes, I guess it is [redacted] I couldn't quite read. Yes, it is [redacted]

Q. And underneath the three names, again the S. Small, D. Galemore and D. Hamilton, there is a date and some initials?

A. Right, the date is 6-30-84, P/R, which would mean -- I would infer that would mean 6-30-84 payroll. Entered as second check bonus less $2,000 adjustment, looks like. And the initials, I can't quite read what the initials are.

Q. A.M., I think?

A. Could be, I'm not sure. They don't -- A. M. doesn't mean anything to me. I don't

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recognize the initials.

Q. Now, does this refresh your memory at all about the conversation you had with Dave Hamilton?

A. Mm-hmm, yes, sir.

Q. And would that appear to be related to the political contributions that --

A. Yes, yes. As I remember in discussing with him that they had made a -- he had been requested -- whether it was Small or Galemore had, I'm not sure. I just remember talking with Dave and hearsay through him that they made a $2,000 contribution to -- I think it was Dole Re-elect Committee or something on senator or something. I can't remember. I believe that's what it was. And but then he got a bonus, was declared a bonus grossed up, I think, to the $3,000 and miscellaneous deductions which netted about to the $2,000 to him.

Q. So what do you think that this memorandum or note actually means when you have the $2,000 in one column and the $3,000 in another column?

A. Well, I would infer that the B over it means they put into payroll the bonus of $3,000

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and the net was about -- should have been about $2,000.

Q. Well, let's take a look at the next page. Now again, the date on the first page was 6-30-84 and we --

A. Right, 6-30-84 payroll.

Q. And we expect that to be the payroll?

A. Mm-hmm.

Q. Now on 6-14-84, we have a check request. Can you tell me what that is?

A. The first one is a check request to Steve Small dated 6-14-84 in the amount of $2,000. The reason for the request, it says advance. Account coding to [redacted] What actual account that is in the general ledger, I cannot remember. Requested by D.K.H., approved by looks like D.D.

Q. Would that be Doris Dettweiler?

A. Probably so.

Q. I would like to point out this was before you actually came to Birdview?

A. That is correct.

Q. Are you familiar with this type of form, though?

A. Oh, yes, it's a standard check request form we used.

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Q. And you said that you are not aware of what the account code represents?

A. Not offhand, I have no idea. 170, I believe it probably a balance sheet account. Because the 100's, as I remember, were balance sheet accounts. Where you get into the 4, 5 and 6 were the P and L effects.

Q. Pardon me?

A. The account coding, as I remember, like 100's and 200's were probably balance sheet accounts.

Q. What is that?

A. Balance sheet being assets and the liabilities of the company. So 170 was probably advance to employees or something. I'm guessing here because I don't remember exactly.

Q. Okay, that's fine. There are some other exhibits we'll look at later that might be able to help you a little more on that.

A. Sure.

Q. What type of policies were you aware of involving advances to employees?

A. Well, there really was no policies as such. I mean, if there was an advance needed to an employee for payroll or something like that, it

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had to be approved by an officer. There was nothing in writing on it.

Q. And what would people get advances for?

A. The only people I knew that really used to get advances were Bud at times for travel advances. At times or sometimes maybe somebody might be in dire financial and get a payroll advance or something. But basically that was it.

Q. And what does this look like it's on Page 2 of the exhibit?

A. I would guess that -- here again, it's speculation because I wasn't there. I would say it looks like probably payroll advance.

Q. And that would make sense given the first page that we looked at?

A. Yes.

Q. Can we take a look at the next page?

A. Mm-hmm. Check request very similar to the first one. The only difference being it's to D.K. Hamilton. And the reason for request, again it says advance. And underneath it says see payroll, in the amount of $2,000. Again the same account coding [redacted] requested by D.K.H. and approved by D.D.

Q. D.K.H. being David K. Hamilton?

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A. Mm-hmm, yes.
Q. Incidentally, you mentioned Bud before. Just for the record --
A. Bud Ross.
Q. -- Bud Ross was?
A. President and chief executive officer of the company.
Q. Thank you. If we can go to the next page.
A. Mm-hmm.
Q. It's a copy of a payroll register ADP?
A. Right.
Q. And if we go a few lines down on the left-hand side, we come to entries for Steven Small?
A. Correct.
Q. And the first entry appears to be his regular earnings, is that correct, do you think?
A. Well, there is two lines for Steve Small. The first line being -- it appears to be the regular payroll because under the area of earnings it indicates regular pay of $2,500.
Q. Mm-hmm.
A. On the payroll register here. Which ADP was the company who prepared our payroll for us as

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an outside service.

Q. All right and the second line --

A. Second line has again to Steven Small. And under the earnings it's over under the third column says earnings 3 and 4, the amount of $3,000 with a code B which at this point, as I remember, meant bonus under ADP's coding that we had set up.

Q. And that would be consistent with the other documents that we have just looked at?

A. That is correct.

Q. And if we go across the page --

A. Mm-hmm.

Q. -- we see that there are a number of statutory deductions?

A. Right.

Q. And we see that voluntary deductions there is an entry of $2,000 with a code A?

A. Right.

Q. And what do you think that might mean?

A. Okay, that's on the second line of the $3,000 bonus. $2,000 would mean, as we discussed earlier, probably that $2,000 was an advance. And so they are therefore deducting out the $2,000 advance.

Q. So all in all we have a net pay of $49

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when the bonus and statutory deductions -- excuse me -- when the advance and the statutory deductions are taken into account?

A. That is correct. Which means that he would have received net, theoretically, $2,049.

Q. Correct, thank you. Okay, moving along to the next page.

A. Mm-hmm.

Q. There are two lines near the bottom of the page for Dale Galemore. Do you see those?

A. Yes.

Q. Could you just kind of run through that with me?

A. Sure. It's basically very similar to what we discussed on Steve. He has got two lines, the first one for his regular pay of $1,250. The second entry is the $3,000 with a code B meaning bonus again. The bonus column coming over showing the $2,000 deduction for the advance as well as the statutory deductions coming to a net pay again of $49.

Q. So very similar to --

A. Very similar to Steve Small's.

Q. Okay. And if we could just look at the next page.

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A. Okay.
Q. I would say 1, 2, 4 lines down we have an entry for Dave Hamilton?
A. Yes.
Q. And below that another entry for Dave Hamilton?
A. That's correct.
Q. And it looks pretty similar, doesn't it?
A. Yes.
Q. So we have a $3,000 bonus, it would appear, a $2,000 advance and a net pay of $49?
A. Correct.
Q. Now, had you ever seen any of these documents before?
A. It seems to me that I had seen those, the check requests, because it seems to me as I was looking through there was a check request with a copy of the yellow copy of the check which was made out to Steve and Dave, I believe.
Q. And that prompted you to talk to Dave Hamilton about it?
A. Right and just asked what it was. This first page I had not seen before.
Q. I see. And again, what did Dave Hamilton tell you about this?

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A. That it was an advance to them and that they had been requested -- I believe is the word he said -- to make a political contribution in their respective names to a candidate.

Q. And by whom were they requested to?

A. I was informed it was -- he told me Bud Ross, the president of the company.

Q. And did Mr. Hamilton tell you that he was aware that he would be reimbursed at the time that he was asked?

A. I believe he did.

Q. Okay. And do you recall if he mentioned that Mr. Galemore and Mr. Small were also involved in making contributions?

A. He had mentioned some names. Steve, I remember for sure being mentioned. I can't remember if he told me Gale -- I'm pretty sure later I did remember somehow hearing the name, that he was incurred also. He may have told me all the people involved. I can't remember for sure.

Q. And this was first presented to you when you were looking at some ledgers, is that correct?

A. Yes, reviewing the books.

Q. And did you think there was something

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wrong with this?

A. It didn't really occur to me at that point, no. I just said, well, that's a hell of a way to run business, but.

Q. Did you ever get involved with any auditors?

A. Sure.

Q. Outside auditors?

A. Right, Touche Ross was our auditors at that point.

Q. And did you ever discuss any matters involving political contributions with them?

A. Not to my recollection, I don't remember talking to them, no.

Q. Now, it appears that Dave Hamilton and Steve Small and Dale Galemore all made contributions in their names and their spouses made contributions for which they were reimbursed by Birdview. Were there any other individuals that you heard of that may have been reimbursed for contributions that they made?

A. I'm not sure. I remember I asked, I said -- well, I think when we talked to Dave about the people, I said, did Steve Phillips get involved too. He was another regional vice

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president of one of the divisions there too. And I can't remember the response on that.

MR. BLESSINGTON: I would like to have the reporter mark Speelman Exhibit No. 2.

(Whereupon, Speelman Deposition Exhibit 2 was marked by the reporter for identification.)

Q. Now, this is a seven page document consisting of what appear to be work papers?

A. Mm-hmm.

Q. Take your time and thumb through it and let me know when you are ready to talk about it.

A. Okay.

Q. Have you ever seen this document before?

A. No, sir.

Q. You haven't?

A. No.

Q. Can you at least try to tell me what you think it is?

A. I can tell you what it appears to be. It appears to be -- knowing by the various tick marks and various comments made at the bottom -- appears to be a work paper prepared by somebody at Birdview. However, probably from Touche Ross's work papers. Analysis of it looks like Bud Ross's

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advance account for fiscal '84 and looks like a lot of 1983 also.

Q. Now that, does it read chronologically from the back?

A. That's what I was trying to determine. It looks like it comes from the back, mm-hmm. Okay, [redacted] at the back page indicates that.

Q. Now, it says that it's Bud Ross account activity and the code indicates it's [redacted] Is it possible that there was an account simply set up for Bud Ross?

A. Oh, there was an advances to and from -- to Bud Ross, that is correct, which is very standard in a lot of companies that they would have advance accounts set up for various officers as advances would be made to them for travel advances or other advances as needs might be and then reconcile it out of there all the time.

Q. Well, you indicate for travel. What other kinds of things would there be?

A. At times if he was going on a trip and he might need more than the normal because maybe he was making a deal to buy something or transact some deal. He might need a deposit to make or something like that. And there would be various

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amounts advanced to him.

Q. For instance, what, to pay money to a vendor or something like that?

A. Could be or maybe he was going to look at some property or make a deal on delivery of something and they need an advance. He might take that or else he might write a personal check and we might reimburse them through that. And he might turn in an expense voucher for that.

Q. If we could go through some of these pages now.

A. Sure.

Q. On Page 1.

A. You mean the top one?

Q. Right. Actually, it's [redacted] at the bottom but why don't we talk about it as Page 1.

A. Sure, I understand.

Q. There is a note and I'll give it a try at this point. It's not a wonderful copy. It's the best copy we have. But it indicates, "As in the prior year all transactions in the Bud Ross account are considered to be in the ordinary course of business for expense advances, reimbursement, etcetera. Separate SEC disclosure does not appear to be necessary."

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A. Mm-hmm.

Q. Could you comment on the significance of that note?

A. It's normally a note that would be made by the auditor making the review of this account and making his final conclusion as far as to the propriety and the accountability of that account as it would be disclosed in the financial statements. I would take it that this is a note made by probably the senior on the audit in his review of that account.

Q. And that would mean that it looked perfectly all right to him or her?

A. That's my understanding, yes.

Q. Can we just take a look at the figures --

A. Mm-hmm.

Q. -- in the middle of the page?

A. Okay.

Q. Says C.A. (Bud) Ross forward. And there is a bracketed amount on the right-hand side of apparently $64,540.26?

A. Correct.

Q. And that presumably --

A. Comes forward from the previous page.

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Q. -- comes forward from the previous page?
A. Correct.
Q. Now, a bracketed figure ordinarily means a --
A. A credit or a liability to the corporation.
Q. Okay. Now, a bracketed amount would mean a liability, would it not?
A. Bracketed amount would mean a liability of the company, that is correct.
Q. Okay, so that would mean that the company owed Bud Ross $64,000, roughly, at that point?
A. That is correct. That's the way it normally is presented and that's what I'm assuming in this case.
Q. Okay. And then we have a number of cash disbursements, $6,500, $10,000, $1,000, $2,064. Presumably that would bring the bracketed amount down?
A. Right, because they were cash disbursements. Probably were cash disbursements either made to Bud or made for him on his behalf. Not seeing the detail of it, that's what I'm speculating.

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Q. Now, there are several other bracketed amounts on the page and one of them indicates 3-84, P J, E R and then in brackets $6,935.07?

A. Mm-hmm.

Q. Could you speculate as to what that means?

A. Offhand, I really don't know. I don't know if the P J means posting journal, I don't know. I don't know what the E R means.

Q. Would the E R possibly mean expense report?

A. Okay, could be, yeah.

Q. Would that be consistent with the way this is set up?

A. Right, that would be expense report. I have never seen it shown as E R. Okay.

Q. Okay.

A. And that would make it as expense report turning in as a credit. That would be correct then. That would be correct.

Q. I'm just trying to figure out what this means.

A. I understand, yes.

Q. And if we go to the next page and we are moving backward at this point?

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A. Mm-hmm.

Q. But there are a number of entries indicating C D?

A. Cash disbursements journal. That's what that would mean.

Q. And again, the cash disbursements would be considered to be a credit to the company, correct, because it's going to Bud Ross?

A. Yes.

Q. If we go to the third page of this document.

A. Mm-hmm.

Q. And if we could move down to about the middle of the page to an entry dated 12-22. And it indicates cash receipt and, again, a bracketed amount of $319,000. And next to that it says, there is a note that says, I believe, "From Bud Ross as a result of" -- I can't read the next word -- "financial transaction." Is that --

A. That's what -- I can't make it out either. It says from Bud Ross as a result of -- it starts with a P but --

Q. Right, I tried to figure it out, but I couldn't.

A. Something financial transaction.

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Q. Well, it was apparently a big financial transaction?

A. Yes, paid -- I'm trying. Evidently, as a result of a paid financial transaction. That's not the word paid, I don't believe.

Q. What do you think that this might be?

A. I'm trying to remember. It happened in '83, December.

Q. This is sometime before you got there, I realize.

A. That's correct, but seems to me there was some -- I don't know if this pertains to some land, if this pertains to the land. We were acquiring some land out by Spring Hill and whether Bud had actually made a personal deposit on it himself and that this was the company by way of reflecting this. Let's see, would that be right?

Q. This appears to be -- this appears to be from Bud Ross if --

A. Yeah, it says cash receipts but it doesn't -- okay, that wouldn't have anything to do with that. It wouldn't be that. Would be a cash receipt.

Q. Would that be a check to Birdview from Bud Ross?

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A. Saying that it came from the cash receipts. That's what it almost would have to be.
Q. But you are otherwise not aware of this?
A. No, sir.
Q. As a general matter, was there any concern over Bud Ross's advance account?
A. No.
Q. There was not?
A. It would go up and down and our concern was that he did get it paid down or at least accounted for so that we would not have a disclosure problem with S.E.C. And that was the main concern about it.
Q. And did he get it accounted for?
A. In most cases, yes. In all cases that I can remember, yes.
Q. Well, moving down the page a little bit. We have, it says balance 12-31-83?
A. Mm-hmm.
Q. And some bracketed amount over there. And then below that is an entry that says political donations various VP's. Next to that, $9,000?
A. Mm-hmm.
Q. Can you help me with the column

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underneath that with the names?

A. It just has 1, 2, has 5 names indicated there with amounts all by them including it has Ed Hackerott for $2,000; Roger Mason for a thousand; Bob Owens, $2,000; Steve Phillips, $2,000 and Stan Ross, $2,000. These were all employees of the company.

Q. Just for the record, Dole for Senate Committee reported having received a thousand dollars contribution from each of these individuals, all of whom are Birdview employees, are they not, or were Birdview employees?

A. That is correct.

Q. And the Dole for Senate Committee reports also indicate that Ed Hackerott's wife and the wives of Bob Owens, Steve Phillips and Stan Ross also made contributions of a thousand dollars each in December of 1983.

Now, there is a note that's very difficult to read on the right. Some of the words are easy, some are hard. Let me give it a try. "Note, these political contributions were made by these VP's at Bud Ross's request. Birdview reimbursed them for the donations and charged the $9,000 against Bud Ross's advance account. Effect

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is nil on Birdview books therefore," and it appears to be, "P-O-S-S, period, further investigation"?

A. Pass, P-A-S-S.

Q. It's therefore pass?

A. Further investigation. It's an audit term, yeah.

Q. And it's an audit term and it simply means forget about the rest?

A. That's right.

Q. Now, were you familiar with contributions having been made by these individuals?

A. As I indicated, I remember hearing Steve Phillips' name but I did not know how they had been accounted for as I did not see them in bonus or anything. Seeing this does reflect or does kind of refresh some contributions at the time of this that I guess I do remember Dave saying that Dave or Ed had or Bud had actually given them to donate, given them personal money to donate in their name. Which this would indicate that's how they did it by charging Bud Ross's advance account. I did not realize they had done it this way.

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Q. Well, you said that Bud Ross had personally given them money. Would that mean that he had given it to them out of his advance account?

A. Oh, no, no. The way I would say it, the way I would read it, I would imagine that there was probably the funds were disbursed out of Birdview to them also and but they just charged Bud Ross's account saying that Bud would reimburse the company for these dollars. I doubt that these ever showed up on payroll then.

Q. Right. And again, these are the exact amounts of the contributions as opposed to the bonus that we saw before where the statutory deductions were taken out?

A. Right.

Q. Had this been income, they would have lost some money on the political contribution, right?

A. Correct.

Q. But let me try to get this straight now. This is considered Birdview's money, is it not?

A. Yes.

Q. It's not Bud Ross's personal funds?

A. No, no, no. That is correct.

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Q. On frankly the next few pages just indicate a series of debits and credits involving Bud Ross's personal or, pardon me, Bud Ross's advance account?

A. Correct.

Q. So that we get to the last page, which I guess was the beginning of this particular exercise that somebody went through?

A. Yes, it starts at balance at June 30 of '83.

Q. Okay. Mr. Speelman, do you know an Ed Gibson?

A. Yes.

Q. And can you identify him, please?

A. He was an employee of Birdview when I first got there. He had been what I guess they call a salesman. And I guess right around the same time I came on they had promoted him to vice president of the marketing division in Olathe, which was headquartered in Olathe at that point.

Q. And did you ever speak to Mr. Gibson about his having made political contributions?

A. No, never.

Q. Did you ever hear any discussions about him?

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A. No, sir, not of him.
Q. So you weren't aware of any contributions at that he might have made?
A. No.
Q. Do you know a Wanda Bowman?
A. Yes, yes, that was Bud's -- Bud Ross's secretary for a while when I was there, towards the end of '85, I believe. I believe that was when, yes.
Q. Are you aware of any political contributions that Wanda Bowman made?
A. No, sir.
Q. Now, in addition to Ed Hackerott and Steve Phillips, Bob Owens, Stan Ross, Roger Mason, Dave Hamilton, Dale Galemore and Steve Small, were you aware of any other political contributions made by Birdview employees?
A. No, sir, I was not.
Q. And your testimony has been that you weren't sure of all the names but that it was your understanding that Bud Ross requested these people to make contributions for which they would be reimbursed?
A. That is correct.
Q. Is that correct?

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A. That's my understanding.
Q. And your understanding based upon --
A. Discussion with Dave Hamilton.
Q. I see. Discussion with anyone else?
A. No, I never discussed these with Steve Small, Steve Phillips or anybody else. Dave was my only real contact on what happened.
Q. And you never spoke to Bud Ross about it?
A. No, sir.
Q. Did you ever talk to Bud Ross very often?
A. As little as I could.
Q. Okay. Why was that?
A. No, most of the contacts during that point was through Dave, had most of the direct discussion with him. And then I talked with Dave most of the time.
Q. Do you know a David C. Owen?
A. Yes, I do know Dave Owen.
Q. And can you tell me the circumstances of your knowledge?
A. Yeah, I talked through Dave. Dave Owen was a contact -- let's see, I met Dave through the dealings that we were acquiring land in Spring

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Hill for an industrial park which we were going to build a facility for distribution, manufacture, etcetera. He was our contact in handling these dealings.

We also paid him a consulting fee, of the dollar amounts, I cannot remember what the monthly charge was or whatever that we paid for for lobbying, I guess you might say, in smoothing the way to try and get this transaction facilitated in our buying and getting the low -- the tax abatement, sewer charge, etcetera like that reduced.

Q. Now, what time frame was this?

A. This was probably in the summer of '85. I would say towards early '85, early summer, maybe spring of '85. And I know I saw his name at times. Prior to that I know I had seen his name that we were paying a consulting fee to him. And I understand it was some contract that Bud had agreed with him or somehow management had agreed with him, I should say, on engaging his services as a consultant.

Q. Did you know him personally?

A. I met him a couple times and that was basically the extent of it. I talked to him on

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the phone a couple times.

Q. Was he considered to be a political type of individual?

A. Yes. As I said, he was kind of a lobbyist to help us get through some of these areas to try to get clearance on various land deals.

Q. Were you aware that he was a fund raiser for the Dole Committee?

A. I found out later, yes. I did not at the time realize that, no.

Q. When did you find out?

A. Basically after I left Birdview that I found out that he was actually involved with the Dole campaign at that time. I did not realize it at that time.

Q. How did you happen to find that out, I mean?

A. Well, I remember, you know, reading in the paper, I know, when the various times that Dave Owen was questioned and stuff. I asked Hamilton, I said, "Is that the same Dave Owen?" He said, "Yeah, that's the same one."

Q. Is that when both of you had left the company?

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A. Yes. He said, yeah, Dave Owen was even involved with Dole re-election even when Dole was running for Senate. That's what Dave told me and I did not realize it at that time. At the time that I was with Birdview I did not realize it.

Q. Right, but subsequent, after you had left Birdview and you found out it was indeed the same Dave Owen that was a fund raiser of Bob Dole?

A. My best recollection, that is correct.

Q. Are you aware of any role that Dave Owen might have played in the contributions made by Birdview employees to the Dole for Senate Committee?

A. No.

Q. You never discussed that with Dave Hamilton?

A. No.

Q. Are you aware of any contributions that Dave Owen might have made using Birdview funds?

A. No, sir, not at all.

Q. You are not aware of anything like that?

A. No.

Q. For instance, you are not aware of any contributions that he may have made to the Republican Senatorial Trust?

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A. No.

Q. This is news to you?

A. No, that's a new one on me. I know that during that time in the summer when we were clearing that land and stuff in Spring Hill, Dave Owen controlled some funds as it related in how it had to be disbursed for refurbishment -- not refurbishment -- but for the clearing of that land. Because we obtained a loan through a bank in Tulsa which Dave got, Dave Owen, got a finder's fee on, I understand.

And he controlled the -- the bank had set it up. There was an account set up that Dave Owen would control the disbursements of the funds for paying the contractors for the clearing, for the sewer lines and the drainage, etcetera. He controlled those funds at that point.

Q. But you are not aware of any other funds that have gone to political candidates?

A. No, sir, I am not.

MR. BLESSINGTON: I would like to have the reporter mark this as Speelman Exhibit 3.

(Whereupon, Speelman Deposition Exhibit 3 was marked by the reporter for identification.)

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Q. If you would take a few moments with that and let me know when you are ready.
A. Mm-hmm. Okay.
Q. Have you ever seen this before?
A. Yes.
Q. You have. In what context?
A. It appears that most of it is my writing.
Q. This is your writing?
A. A good portion down to a certain point it is. And then afterwards, the bottom figures on the first page here after estimated at 6-30-85, the numbers after that are not my writing. But prior to that are mine.
Q. I'm sorry, where do you say it's not your writing?
A. There in -- let's see, if you look at approximately line No. 28 over there. You can see a 28.
Q. Okay, I see. Estimate at 6-30-85 would be yours?
A. It's what it looks like, yes.
Q. And then below that is not yours any longer?
A. That's correct.

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Q. Okay, can you tell me what this is?
A. It looks like an analysis of Bud Ross's advance accounts. Accounts I say because that's what it looks like. We tried to have several of them. Up at the top says authorized loan and permanent travel advance and temporary advances. We were trying to consolidate all of them and see exactly where we stood with Bud at any one point.
Q. Was this a similar kind of exercise that we saw in Exhibit 2?
A. Yes, it is.
Q. Just in a different form?
A. In a different form, that's exactly correct.
Q. And the bracketed figures here would still be considered credits to the corporation, were they not?
A. That's correct. Or liabilities of the company, that is correct.
Q. They wouldn't be liabilities of the company, would they?
A. The bracketed numbers would be, yes, sir.
Q. They would be?
A. The positive numbers represent a

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receivable of the company from somebody outside. For example, you see the $50,000 authorized loan. That would be an advance or a loan we made to Bud that is a company Birdview receivable.

Q. Okay. So this is written from the different perspective than what Exhibit 2 was?

A. I don't believe so. Should be the exact same perspective.

Q. Well, I thought that the negative figures were --

A. No, I had said earlier on Exhibit 2 that the bracketed numbers were liabilities of the company. That the bracketed $64,000 on the top was a liability of the company.

Q. Okay. Which would mean that the bracketed amount was possibly a check or --

A. Expense accounts turned in.

Q. From --

A. Accounts which had never been turned in from Bud Ross.

Q. Okay.

A. If you misunderstood me, I apologize, but I think that's what I said.

Q. Yeah, this tends to be somewhat confusing because, you know, it seems

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counterintuitive, you know?

A. Yeah, I can understand.

Q. Now this would be account [redacted] again, do you think?

A. The account number, I'm not sure because I see at the top we have [redacted] And why the change, I'm not sure. We could have had several accounts there. The authorized loan probably was a separate account, I would imagine. And the permanent travel advance I'm positive was a separate account also. And probably, what is it, [redacted] I'm guessing was probably the third one, temporary advances, where the majority of that stuff flowed.

Q. Would this be as a result of the change in the financial structure of Birdview?

A. No, should not be.

Q. In other words, what we saw earlier was they all seemed to be [redacted]

A. [redacted] I don't know. Now I know. I'm trying to remember. They did change some account numbers just before I came on, I believe, the first of the year. Because I think we set up some new account numbers. That could have been the old account number. And we split it out more at this

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point, as I'm trying to remember.

Q. That's what I was questioning.

A. Okay, yes. Because I forgot, that's right, that Doris had gone through and made some chart of accounts that changed numbers.

Q. Can we go to the third page?

A. Sure.

Q. And it's a copy on a piece of Birdview stationery --

A. Mm-hmm.

Q. -- dated August 1, 1985. Can you tell me what that is?

A. It appears to be a note we were going to have Bud sign for in the amount of $137,500 with interest at 13.5 percent per annum paying quarterly. It's unsigned and undated. Well, there is a typed date at the top, August 1, 1985.

Q. What's the significance of this?

A. I'm trying to remember what we were -- it appears to me -- as I remember, we told Bud -- there was a question on whether he was going to be able to actually pay off all of his advances at that point. I said, "If you cannot, we really ought to have you sign a note for it that you will pay it off and we will accrue interest and you

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will owe the company interest on it." That's the recollection that I have on this.

Q. So basically you had figured out a running total of what Bud owed the company or what the company owed Bud and you came to the conclusion that you should make it a formal loan?

A. Yes, sir.

Q. And what was the result of that?

A. Well, I don't know if it was ever signed or not. I cannot remember. I remember we started accruing interest on it after that point at that rate because I can even see that there was an estimate of interest somewhere on here, looks like.

Q. And you basically did this because you thought it was sound accounting procedure?

A. Yes.

Q. Now on the next page, Page 4?

A. Okay.

Q. In somebody's handwriting it says payments to Louis H. Follet, I believe, F-O-L-L-E-T?

A. Follet, I believe that's the name. I remember hearing of this, mm-hmm.

Q. Per agreement dated 8-31-82?

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A. Mm-hmm.

Q. Can you tell me what this is?

A. From what I understand, it all happened prior to me, like I said. But what I remember hearing from Dave and, I don't know, I don't think I ever talked with Bud about this. Supposedly there was some argument or disagreement, I should say, back in 1982 or '81 when they were taking the company originally public, I believe. And there was some shares of stock which I guess Bud had promised to this Louis Follet gentleman. And there was a question whether, you know, this guy had an action against the company or whether it was against Bud directly.

And it seems to me that Bud had signed some agreement personally with him that he would reimburse this guy directly but somehow or another the company would give him credit for what he paid directly to him. And that's -- I never saw the agreement. I never saw the written document.

Q. And do you know who this person was?

A. I have no idea. I believe he was some -- I thought he was somebody that lived in Chanute. I never met the gentleman or don't know.

Q. Moving to the next page, it also looks

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like a ledger of some sort?

A. It's nothing more than an analysis, very similar to the front page here. Again, in fact, it does tie it exactly down to line 24. This is my handwriting again.

Q. Okay. And there is an indication that Gunilla Ross was involved here as well, huh?

A. Correct, we had an account balance of hers which was taken at that point that it was Bud's responsibility and should be reflected as such on his accounts.

Q. So any money that went to Gunilla was essentially money going to Bud, is that the way it was considered?

A. On behalf of, that is correct.

Q. And on the next page we have something that looks a lot neater.

A. Must have been prepared on a PC or word processor, it appears.

Q. Ross - Birdview, cash advance account. And are you familiar with this?

A. No.

Q. It was prepared -- well, I shouldn't say this. At least the dates apparently were during your tenure?

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A. Some of them were, mm-hmm.

Q. And would this simply be a representation of the ledgers that we saw previously?

A. It appears to be. That it's a net balance somehow of. It does tie with that one temporary advance account. It looks like down at the bottom, the 59,000 does tie with the first page, column 3, 59,064.

Q. And basically there is a date on one side, on the left-hand side of the page, and then a column for Birdview owes Ross and Ross owes Birdview and it just goes down the line indicating who owes whom and how much?

A. Right. And as it would change, based on at the end of a respective month, as it would change whether it would be a liability of the company or an asset of the company --

Q. Mm-hmm.

A. -- depends on advances and disbursements.

Q. Now, at this point the term cash advance account would probably mean the various accounts that were designated for Bud Ross, would that be accurate to say?

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A. In looking at the analysis that I made in this one here, I would say that it does not include the authorized loan of $50,000 or the permanent travel advance of 30.

Q. So it would just be the remaining account?

A. That is correct.

Q. All right.

A. That's my assumption, yes.

Q. And the remaining account would probably be the equivalent of that [redacted] that we saw earlier?

A. Appears so, yes.

Q. Is there any question that that account [redacted] could have been used for by anyone else other than Bud Ross?

A. I don't believe so. It would have been -- knowing Doris, the way she would have accounted for it, it would have been strictly Bud's.

Q. And the reason I ask that, as I indicated and we saw earlier in Exhibit 1, there were a couple check requests for David Hamilton and Steve Small and the account coding was [redacted] But that was simply a convenient way of doing it

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was to charge Bud Ross's account, correct?

A. That's what it appeared. It was nothing more than a facilitated way to show the advance payment.

Q. That was not Dave Hamilton's account?

A. No.

Q. It wasn't some general account for employees?

A. No, sir, it was not.

Q. And on the last page, this appears just to be another representation of what we saw on the previous page in terms of who owes who, how much and when, is that correct?

A. That's correct. Looks like a bar graph of the numbers is all.

Q. Okay. Well, I think that's about all for today. I'm going to leave the deposition open just in case we need to speak to you again.

A. Sure.

Q. I don't know if that's very likely. And if I do, we can probably just do it by phone or something.

A. No problem. Like I say, you know, at this point you can call my wife. She can get -- find out where I'm at or I can leave word or I can

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call you, whatever you need.

Q. Now, under our regulations, you have an opportunity to read and sign the deposition --

A. Okay.

Q. -- if you would like to do that or you can waive that. It doesn't really matter.

A. I have no problem with waiving it for what I have said because I don't have any problem with it.

Q. Okay. And one final item. I wish this were more money, particularly on such a bad day.

A. At least it's not snowing as hard out there, thank goodness.

Q. But here is your witness fee and mileage check, $39.

A. Whatever, sounds reasonable.

Q. Okay, thank you very much.

(Whereupon, it was stipulated by counsel and the witness that submission of the transcribed deposition to the witness for examination, reading and signing is waived and that said deposition shall possess the same force and effect as though read and signed by the witness.)

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C E R T I F I C A T E

I, GLENDA C. READ, a Notary Public of Jackson County, State of Missouri, do hereby certify:

That prior to being examined, the witness was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this _____ day of _____, 19___.

_____
Glenda C. Read, RPR, CM
Notary Public of the
State of Missouri

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C E R T I F I C A T E

I, GLENDA C. READ, a Notary Public of Jackson County, State of Missouri, do hereby certify:

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That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

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_____
Glenda C. Read, RPR, CM
Notary Public of the
State of Missouri

9504368939 36

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WITNESS my hand this _____ day of _____, 19___.

_____
Glenda C. Read, RPR, CM
Notary Public of the
State of Missouri

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C E R T I F I C A T E

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That prior to being examined, the witness was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this _____ day of _____, 19___.

_____
Glenda C. Read, RPR, CM
Notary Public of the
State of Missouri

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DOC 1779

TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

In re:

MATTER UNDER REVIEW

2582

CONFIDENTIAL

DEPOSITION OF RONDA K. DUMOVICH

CONFIDENTIAL

Kansas City, Missouri

Wednesday, January 25, 1989

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IN RE:

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DEPOSITION OF RONDA K. DUMOVICH

Kansas City, Missouri

January 25, 1989

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IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF RONDA K. DUMOVICH, taken on behalf of the Federal Election Commission, pursuant to subpoena, on the 25th day of January, 1989, at the United States District Court, 811 Grand, Room 401, Kansas City, Missouri before

GLENDA C. READ, RPR, CM,

of Hostetler & Associates, authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission was MR. DANIEL J. BLESSINGTON and MS. SUSAN BEARD of the Office of General Counsel, 999 E Street, N.W., Washington, D. C. 20463.

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WITNESS:

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RONDA K. DUMOVICH

being first duly sworn, testified under oath as follows:

EXAMINATION

BY MR. BLESSINGTON:

Q. This deposition is being taken pursuant to a Federal Election Commission, a subpoena issued in connection with an investigation under Section 437-G, Title II of the United States Code. The statute provides for the confidentiality of these proceedings, although a respondent may waive it as it pertains to himself or herself. The matter is designated Matter Under Review 2582. My name is Daniel J. Blessington and I'll be representing the Commission here today along with Susan Beard. Could you please state your full name?

A. Ronda Kay Dumovich.

Q. And your address?

A. 9905 Parkview Avenue, Kansas City, Kansas, 66109.

Q. And what is your telephone number?

A. [redacted]

Q. Now, you know you have a right to counsel?

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A. Yes.

Q. I note that one is not here?

A. Yes.

Q. But you have a right to counsel both with respect to the proceeding itself in which you are a respondent and to be here but you have chosen not to retain one?

A. Correct.

Q. I'm just going to give you a brief explanation of what we are going to do today. I'm going to be asking questions designed to elicit information regarding violation of the Federal Election Campaign Act. You are a respondent in the case and so I'll be asking some questions regarding your possible involvement and violations of the act, but I'll also be asking you about possible violations by others as well.

The court reporter will take down everything that is said and will ultimately produce a transcript. So please give verbal answers and try to avoid shaking or nodding your head.

A. Okay.

Q. Please treat this proceeding as if you are in a court of law with a judge and jury and

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remember that you are under oath. If you don't understand a question, if you don't hear me completely or you need a break just let me know.

A. Okay.

Q. If during the course of the deposition you realize that you gave an incomplete or an inaccurate answer, tell me and I'll give you an opportunity to correct or amplify the record. Are you married?

A. Yes.

Q. Okay, and what is your spouse's name?

A. Daniel John Dumovich.

Q. And are you employed, Mrs. Dumovich?

A. Yes.

Q. And where do you work?

A. Phillip Morris, Incorporated.

Q. And what type of work do you do?

A. I'm a merchandising representative.

Q. How long have you been there?

A. Eight months.

Q. Are they located in Kansas?

A. In Overland Park.

Q. What is your highest level of education?

A. I have an Associate of Arts but I also have two and a half years at Kansas University, so

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I'm in between.

Q. I see. Now, have you done anything to prepare for the deposition today?

A. No, I haven't.

Q. Have you spoken to anybody about it?

A. I have asked my dad what it was about.

Q. And can you tell me what you and your father discussed?

A. He said just go in and tell them what you know. And not being involved, not living with him and so forth at this time, I'm not aware of what it is all about. So he felt the best thing I could do is come in and find out.

Q. We might as well do this now. Can you tell me who your rather is?

A. Charles A. Ross, R-O-S-S.

Q. And he is commonly known as Bud Ross?

A. Yes.

Q. And again, so you simply discussed that you would come in here to find out what was going on?

A. Right.

Q. But you are aware of what the charge was, are you not, that you made a contribution that you were reimbursed for?

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A. Right, right. I understand that.

Q. And did you discuss that aspect of the charge with him?

A. Yes.

Q. And can you tell me the substance of that?

A. Well, I asked him what it all amounted to and he explained to me that they are saying that -- or you all, I'm not sure who the other side is.

Q. The Commission?

A. The Commission says that he paid me to make this donation, which is not true. So that's about all we had to talk about. And I'm just coming here to find out why the Commission feels that he paid me.

Q. Well, we'll be getting into a little bit of that more later.

A. Okay.

Q. Now, did you speak to anyone else?

A. No, my husband.

Q. Okay.

A. Which he knows nothing. I mean, nothing about any of this. He doesn't even -- at that time I was not seeing him.

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Q. You didn't speak to Stan Ross, your brother about it?

A. No.

Q. Now, in response to the subpoena, which we have just taken a look at --

A. Mm-hmm.

Q. -- before we got started here today?

A. Yes.

Q. Did you look for any records that would have been responsive to that?

A. No. My understanding is this is about five years ago, four, four and a half maybe. And I have no records of any sort from that long ago. I'll keep things a year, maybe two years, as far as my check to Bob Dole. But other than that, I mean, I don't keep my checks and bank statements that long a period.

Q. Do you keep a check register, perhaps?

A. No, I don't.

Q. Would you be willing to contact your bank to get the particular item that we are looking for?

A. Uh-huh.

MS. BEARD: Excuse me, was that a yes?

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THE WITNESS: Yes.

Q. Are you familiar with an entity by the name of Birdview Satellite Communications, Incorporated?

A. Yes, I am.

Q. Were you ever employed there?

A. No, I wasn't.

Q. Can you tell me if any members of your family have associated with Birdview?

A. Were at that time?

Q. Were associated with Birdview at any time?

A. I know my father was. My brother Stan. That's all in my family.

Q. Do you have a brother named Andy?

A. Yes, I do.

Q. And did he work for Birdview as well?

A. Not to my knowledge.

Q. And do you know a Gunilla Ross?

A. Yes.

Q. And to your knowledge, did she work at Birdview as well?

A. I know she did in Chanute as a receptionist. Other than that, I do not know.

MR. BLESSINGTON: I'm going to ask

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the reporter to mark this as Ross Exhibit 1.

MS. BEARD: Dumovich.

MR. BLESSINGTON: Yes, Dumovich, sorry.

(Whereupon, Dumovich Deposition Exhibit 1 was marked by the reporter for identification.)

Q. Now, Mrs. Dumovich, I have given you a copy of this. And let me know when you are ready to talk about it.

A. I'm ready. I don't know what it is.

Q. All right, it is a one page document and it's the copy of a check request form. Can you describe it further for me, please?

A. It says, to Ronda Ross, reason for request, advance, amount $1,000, account coding 170-02, parenthesis, Bud.

Q. And it indicates, I believe, underneath approved by, which is printed on there, I believe that is D.K.H. It's very difficult to see but -- And it indicates that the date needed was 3-15-84 and was indeed paid on 3-15-84. You have told me you have never seen this before?

A. No, I haven't.

Q. Do you have any idea what this

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represents?

A. No, I don't.

Q. Did you ever receive any funds from the Birdview Satellite Communications, Incorporated?

A. No, I did not. I had stock in Birdview. I don't know if that's considered funds.

Q. But you don't recall -- you don't recall that in March of '84 that you received any money from Birdview?

A. No, I don't recall ever receiving any money from Birdview.

Q. I do want to state for the record that the check request is a check request form that was used by Birdview.

A. Okay.

Q. Did your father ever give you money from time to time?

A. He supported me through college from the day I decided to go, which was, I believe, the fall of '82.

Q. Were you in college at the time that this check request was made out?

A. Yes, I was. I was in college until the spring of, I believe, '85.

Q. So in March of 1984, is it possible that

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you received a thousand dollars from your father?

A. I received a monthly amount each month.

Q. Do you recall what that was?

A. As I recall, it would have been more than a thousand dollars. He supported -- he paid for everything. If I would go to college, I did not work. He paid rent, tuition, everything, car payment. And I -- to my best knowledge, it was always more than a thousand dollars a month.

Q. And he would send you a check for whatever amount it was and then you would pay your various bills and tuitions and etcetera?

A. Right, right.

Q. Where did you go to school again now?

A. University of Kansas in Lawrence.

Q. But what you are telling me is this is a mystery to you, this thousand dollar payment?

A. Very much so.

Q. You can't recall it at all?

A. I have no knowledge of ever receiving a dime from Birdview. I had opportunities to work there and so forth. And it was just something that I chose not to work with my family. But no, I do not recall this.

Q. Have you ever been active in politics?

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A. Yes, when I was in real estate. I sold real estate for two and a half years, the years being -- I believe I started the end of '86 through '87 and until the last quarter of '88, I believe.

And I was a member of an organization headed by Beverly Owens through real estate. I believe it was called -- I don't know, APAC sticks in my mind. But I think that's a whole different organization. I have that at home. But I paid monthly dues and was a member of that organization.

Q. And this woman you are referring to, Beverly Owen?

A. Yes, Mrs. Dave Owen.

Q. Mrs. Dave Owen. And can you tell me who Dave Owen is?

A. All I know of Dave is that it was something for Bob Dole. I cannot think of his correct title. I do know that he helped with Bob Dole's campaign.

Q. And do you know Dave Owen?

A. I have met him on occasion. But personally, we were not close friends, no.

Q. How often would you see him?

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A. Three, four times a year.

Q. And in what circumstances?

A. Generally just running into him. Selling real estate, they have -- his father has a real estate office and from time to time I would see them or talk to them about real estate. I have met him with my father before.

Q. And when you are talking about real estate, the time frame is '86, '87 pretty much?

A. And '88, yeah.

Q. So it's past the time of what we are really dealing with here?

A. Right, this was something that I wanted to be in at a later date.

Q. And so you were involved with some real estate group?

A. Uh-huh.

Q. Headed by Beverly Owen?

A. Right.

Q. That was involved in some fashion with politics?

A. Right, correct.

Q. In what way?

A. Mostly dealing with real estate in itself and the different advantages of being in

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the politics to your advantage in real estate. It was not a required -- we were not required to belong to this political organization, but it was something that being involved in, knowing how my family feels strong about politics, it was something that I wanted to learn more about.

Q. You mentioned about your family feeling strongly about politics?

A. Mm-hmm.

Q. What was the relationship between your father, Bud Ross, and David Owen?

A. I do not know. I know they worked together from time to time but in what way, I do not know.

Q. Well, prior to 1986, '87 when you got into the real estate area, had you seen David Owen from time to time?

A. I don't know. I can't remember when I met him. I may have met him but not where I would know who he was if I had seen him out. If I had seen him out in public I don't know that I would have known him. I think I may have met him once or twice at this time.

Q. And where do you think you might have met him, at your father's house?

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A. Possibly. I really don't know. I do not know where I met Dave.

Q. Did you speak to Dave Owen after receiving this subpoena?

A. No, I have not.

Q. Well, prior to getting involved in this real estate group, had you been active in politics?

A. Only what might have been at school, political types of elections and so forth at school.

Q. You mean in college?

A. Yes.

Q. Student council, that type of thing?

A. I was not directly involved with them but I did personally keep up with what was going on.

Q. Have you ever been involved in a political campaign aside from a student election?

A. No.

Q. And had you ever contributed money to any political candidate?

A. Not political. I have never felt strong about anyone campaigning before Bob Dole. And I have made many contributions to other types of

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charities and so forth, but not political. That's just something that being in school developed more of that.

Q. Well, you spoke about the Dole contribution, I guess that's why we are here.

A. Uh-huh.

MR. BLESSINGTON: Let me have this marked as Dumovich Exhibit 2, please.

(Whereupon, Dumovich Deposition Exhibit 2 was marked by the reporter for identification.)

Q. Now, giving you a copy of this, Mrs. Dumovich, it's three pages. Take a look at it and let me know if you have any questions about it and when you are ready to talk about it.

A. Okay, I'm ready.

Q. As you can see, it's a three page document. It's selected pages from a report filed by the Dole for Senate Committee, Incorporated. And it covers the period January 1, 1984 through December the 31st, 1984. I'm sorry, July, I misspoke. July 1st, 1984 through December 31st, 1984. And the first page is a summary page, as you can probably see.

A. Yes.

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Q. The second page breaks it down a little bit more. And the third page is what we are really interested in. And if you take a look at the second entry on the page and tell me what that says?

A. Miss Ronda Ross, 1642 Northwood, Lawrence, Kansas, 66044. Receipt for primary, information requested, aggregate $1,000, 7-23-84, amount $1,000.

Q. What that generally means is Ronda Ross contributed a thousand dollars on or about the 23rd of July, 1984. The information requested is employer occupation.

A. Mm-hmm.

Q. They indicated that it wasn't, they didn't have the information. This is filed by the Dole for Senate Committee. Political committees are required to file these reports with our office. Would that Ronda Ross be you?

A. Yes.

Q. And that was your address in Lawrence, Kansas at the time?

A. Yes.

Q. Can you tell me a little bit about the circumstances of this contribution?

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A. I knew my dad was supporting Dole and how strong he felt about it. And I chose to make the donation.

Q. Well, how did you realize how strongly your father felt about it?

A. He has talked about it. We have talked about it. My father and I have talked about Bob Dole and how he would like to see him run, you know, being in the positions and that he was running for. And we talked -- it wasn't something I just did. I mean, I knew what I was doing.

Q. Do you know when Bob Dole's re-election campaign was?

A. No, I do not.

Q. He was re-elected in 1986 but you were concerned about his election back in 1984?

A. If that's the time that I spoke with my dad about it and, you know, he talked about that the money would be needed and if I wanted to make that donation, yes.

Q. Well, at the time, your father was supporting you, is that correct?

A. Right.

Q. You were still in school in Lawrence, Kansas?

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A. Right.

Q. And he was paying for everything is I think what you indicated earlier?

A. Correct.

Q. Did you have your own source of income beyond what your father gave you?

A. I don't know if I had my stock at that time or not. That would be my only other income at that time. I had some money from a prior job that I had had before I moved to college.

Q. That you had saved up?

A. Yes.

Q. How much was that?

A. I have no idea.

Q. Can you approximate, would it be $1,000, $2,000?

A. Close to $2,500 maybe.

Q. Close to $2,500. Do you recall dipping into that money to make this payment?

A. It was all in my checking account. I don't know how it could be -- I suppose I can look at it that I dipped into that money and made this donation. All my money was in my checking account. My father gave me the money. He did not care what I did with it on a monthly basis.

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Q. Did he give you a fixed amount every month?

A. No.

Q. How would he determine how much to give you?

A. It would depend if I wanted to take a special class over here in Kansas City and it was 900 and some dollars. So I would tell him of that and he would give me the extra money for that. Each month varied, always enough to cover all my expenses.

Q. Now, prior to this time, you had never contributed any money to a political candidate, is that correct?

A. I don't know. I would have to ask the bank to pull all my checks. I don't know that that's true. I may have donated -- I have never -- it has been so long ago, it doesn't stick in my mind. This didn't stick in my mind.

Q. Well, you were a student at the time?

A. Right.

Q. And your father was supporting you. I mean, it seems to me that a thousand dollars is a fairly large sum of money?

A. Except for he was giving me so much

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money, more than -- my friends were working and not getting any help. I mean, he was giving me so much money at that time that it wasn't a large sum to me.

Q. Well, do you recall when your father first discussed that you ought to contribute some money to the Dole for Senate campaign?

A. The exact date, no, but I know we talked about it on several different occasions. But I do not know the exact date.

Q. Do you know the approximate date?

A. I have no idea. I don't even -- this date here, July 23rd, 1984, I can't relate anything to that. I don't even -- that has been so long ago to me. I know I was in college and that's all I can relate to that.

Q. Do you think that, assuming that this is the date that you actually made the contribution, that your father talked to you about it within a couple of weeks prior to your making the contribution? In other words, we are assuming the accuracy of the information that's presented.

A. Okay.

Q. Would it have been sometime in July that he spoke to you or perhaps June?

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A. Perhaps earlier. I didn't see him. We didn't -- I was probably seeing him once a month at that time. And when I would see him, you know, we would talk about it or we may have talked about it on the phone. But time span, I have no idea.

Q. Who initiated the discussion about it?

A. If I did, I don't know positively if I did, but I have always been fascinated with Elizabeth, Elizabeth Dole. And I have initiated many conversations with him regarding her and where they may go, whether it be as a couple or separate.

Q. If you initiated it, is it likely that you initiated the discussion?

A. I don't know. That's been so long ago. I can't even think how the discussion went, that it has to do with this.

Q. Do you recall if your -- do you recall if your father urged you to make a contribution to Dole?

A. He suggested that it would help with the Doles and that was something that I felt strong for.

Q. Did he suggest that it would help the

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satellite industry if you made a contribution?

A. No.

Q. You don't recall ever having any discussions about the health of the satellite industry during this period of time?

A. No. I very seldom spoke to my father about Birdview. It was something that was, how do I want to say, Greek. It didn't interest me. I knew nothing about satellites or how they worked. I was happy that they had -- my father had his own business. But as far as the satellite industry and Dole, no.

Q. So you say you don't remember very much about this thousand dollars contribution but it's likely that it's the only contribution of this magnitude that you have ever made, is that correct?

A. Could you repeat that?

Q. I probably didn't make myself clear. You can't remember very much about this contribution, is what you are telling me?

A. Right.

Q. And yet you are not sure whether you ever made another contribution at all and certainly you have never made a contribution of a

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thousand dollars to anybody else, have you?

A. I have made a $500 donation but not a thousand.

Q. $500 to?

A. It's a charity in Lawrence. I would have to look. I cannot remember the name. It has the word house in it. That's all I can --

Q. What type of charity?

A. The needy.

Q. Not the politically needy, the real needy?

A. No, right. But as far as other donations, I'm not saying that I have not made any. I may, it's very likely that I may have but they don't stick in my mind.

Q. I'm more interested in political contributions as opposed to, you know, contributions to some charitable cause.

A. Right. I do not know that I have not made political contributions. I do know, like I said, when I was in real estate, I made a monthly contribution to that political organization.

Q. That was some type of political action committee of some sort?

A. Right, right.

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Q. But again, that was subsequent to your being a student and you had already got into professional situation at that point?

A. Right.

Q. How did you decide upon a thousand dollars?

A. I wanted to make a substantial donation. And that wasn't an enormous amount of money to me but yet I felt that it would be a very good donation.

Q. Why wasn't that an enormous amount of money, because your father was supporting you so lavishly?

A. Possibly that and money has never meant that much to me. If it was there, great. Spend it. If it wasn't, no big deal. Money has just kind of been -- it was there and it was mine and I spent it.

Q. But again, the money came to you at this time in your life anyway by your father?

A. Correct.

Q. Is it possible that your father suggested that you make a contribution to the Dole campaign and you discussed it and you said, "Sure, but how am I going to pay for it?" And he said,

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"Don't worry about it, I'll send the money to you as I always do." Is that possible?

A. No, we didn't talk about it on those terms. It was --

Q. Well, was it understood?

A. No, it wasn't a concern.

Q. You know, what I'm trying to get at, Mrs. Dumovich, if you didn't have any source of income at that time other than your father, why wouldn't a thousand dollars be of concern?

A. If he told me -- if he called and said your account is broke, I'm broke, it's all over, I would not have been concerned. No more school, no more -- it just was not a concern of mine.

Q. Right. Okay, no more school and no political contributions of a thousand dollars anymore, is that correct?

A. He could not tell me that. If I went out and worked and wanted to do that then I would.

Q. No, what I'm suggesting to you is that if he stopped giving you money you said you would no longer be able to go to school. Well, you also would no longer, presumably, be able to make a thousand dollar political contribution to somebody until and unless you got a job and probably a

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pretty good job?

A. Correct, which I would have done.

Q. But you don't recall discussing how you would pay for this with your father?

A. For the donation?

Q. That's right.

A. No.

Q. But your father was your only source of income at that time?

A. On a monthly basis, or funds that I had in my checking before or --

Q. I'm talking about source of income.

A. On a monthly basis, my dad was. I don't know, the stock I had, I had a large sum of stock. And I don't know at that time whether I had the cash or the stock or had the stock in an investment. I don't know on that year whether I even had the stock. I'm not sure. But I have had that. It has been several years ago, I know.

Q. Now, I indicated earlier that, you know, we had subpoenaed certain records associated with this contribution including bank records?

A. Mm-hmm.

Q. And you did agree that you would take a look for these things and see if you can get us

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some records. So we would really like to see all your bank records from, well, let's say, June, July of 1984.

A. Okay.

Q. You know, we would like to see money coming into your account and the money going out of your account.

A. Okay.

Q. I think that would help us go forward.

A. Is that something the bank will give you upon request?

Q. I believe so. Let us know if you have any problem with that.

A. Okay.

Q. Can you just let us know for the record what the name of the bank was?

A. Anchor Savings and Loan.

Q. Anchor?

A. And I have been with them probably seven or eight years.

Q. Oh, you are still with them?

A. Mm-hmm.

Q. And they are located where?

A. They were in Lawrence when I was in Lawrence. And they are here when I'm here. They

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are all over. I believe there is seven different branches. Their main office, I'm not positive where it's at.

Q. Okay. Do you recall, in making this contribution, how you got the contribution to the Dole for Senate campaign, did you give it to someone?

A. Probably gave it to my father. I knew that he would know where to take it or where it should go.

Q. Now, I know you have testified that you didn't talk about Birdview very much with your father?

A. Right.

Q. But did he indicate to you during this time or at any other time that there were a number of employees at Birdview who were also making contributions to the Dole campaign?

A. No.

Q. Do you know a Roger Mason?

A. Yes, very well.

Q. And can you tell me who he is?

A. A friend of my father's. I know he worked for Birdview and he may have worked with my father in other businesses. I know they are long

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time friends, many years.

Q. So you have known Mr. Mason for a long time?

A. Right.

Q. And did you ever discuss politics with Mr. Mason?

A. No.

Q. Did you ever discuss whether or not Mr. Mason made a contribution to the Dole for Senate campaign?

A. No.

Q. Are you aware that on the same date that you were reported to have made a thousand dollar contribution to the Dole for Senate Committee, that three other or three Birdview employees and their wives also made contributions of a thousand dollars each?

A. I read this in what you mailed to me.

Q. Well, Dale Galemore and his wife Cynthia Galemore. Steven Small and his wife Joyce Small and Dave Hamilton and his wife Martha Hamilton. Do you know any of these people?

A. I have seen Steve and Dave maybe twice but no, I do not personally know any of them. I have just seen them in Birdview. I have met them.

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Q. You would agree that it's at least a coincidence that these people all made thousand dollar contributions apparently on the same day as you did. And you did recall giving a check to your father?

A. I don't --

Q. Do you think it's just a coincidence?

A. I suppose I do. I don't know anything about these people. I never thought about it.

Q. Well, these people, all the men that I indicated anyway, worked for Birdview. Two of them were vice presidents working for your father.

A. I was not aware of that. I did not know what they did at Birdview.

Q. Now, your brother Stan Ross also worked for Birdview and he and his then fiance also made contributions of a thousand dollars each to the Dole for Senate campaign. That was some months earlier than this. Did you ever discuss that with Stan?

A. No, I haven't.

Q. Either before or after receiving the subpoena?

A. No.

Q. Do you talk to Stan very much?

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A. About once a month.

Q. And yet this whole Commission investigation never came up?

A. No.

Q. Well, I think I'm going to close up at this point. Just one final point. Did you ever discuss political contributions that your father might have made with your father?

A. Not in amounts. We have talked about people he supported and why. And I would ask him why he felt strong about a candidate to help me lean towards or against different people.

Q. Obviously, you mentioned Dole earlier. But anybody else that you recall?

A. Even Reagan. I had a chance to go to the inauguration and make my contribution and so forth of that. And it was just something that I wanted my father's opinion on. And he was all for it. It turned out I didn't go, but that's an example.

I mean, we do talk about politics from time to time and different politicians. But as far as what contributions he makes, I don't feel it's any of my business. I don't really ask about how much he donates or why or to who.

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Q. Did you ever ask if Birdview had made contributions to any candidate?

A. No.

Q. You never discussed Birdview's making contributions?

A. No, I wasn't aware that a company could make a contribution.

Q. Well, it is illegal.

A. That's probably why I wasn't aware of it.

Q. Doesn't mean it isn't done sometimes. As I indicated, I'm going to be closing up now. You have the right to read and sign the deposition transcript when it comes up. You can do that or you can waive that right. It doesn't really make much difference to us. Would you like to take a look at it and sign it?

A. Yes.

Q. I'm going to continue the deposition, which means that if I need to speak to you again, I'll be able to. And perhaps with the bank records that might be a useful thing. I'm not sure whether we will call you back. But it is over for today and whatever we do we'll certainly try to accommodate your schedule.

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A. It's flexible so that's okay.

Q. One final matter is I have a check for you for mileage and witness fees.

A. Okay, thank you.

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RONDA K. DUMOVICH

Subscribed and Sworn to before me this _____ day of _____, 19___.

Notary Public

County of _____

State of _____

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C E R T I F I C A T E

I, GLENDA C. READ, a Certified Court Reporter of the State of Missouri, do hereby certify:

That prior to being examined, the witness was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand and seal this 3rd day of February, 1989.

Glenda C. Read

Glenda C. Read, RPR, CM
Certified Shorthand Reporter
of the State of Missouri

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TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

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IN RE: :
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M U R 2582 :
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- -x

DEPOSITION OF DAVID C. OWEN

Kansas City, Missouri

Tuesday, February 28, 1989

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UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

IN RE:

MATTER UNDER REVIEW 2582

DEPOSITION OF DAVID C. OWEN

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IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF DAVID C. OWEN, taken on behalf of the Federal Election Commission, pursuant to subpoena, on the 28th day of February, 1989, at the United States District Court, 811 Grand, Room 723, Kansas City, Missouri, before

Melanie L. Smith, CSR, RPR-CP, of Hostetler & Associates.

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APPEARANCES

Appearing for the Federal Election Commission were Mr. Daniel J. Blessington and Ms. Susan F. Beard of the Office of General Counsel, 999 E Street, N.W., Washington, D.C. 20463.

Appearing for the witness was Mr. Douglas F. Behm of Morrison, Hecker, Curtis, Kuder & Parrish, 1700 Bryant Building, 1102 Grand Avenue, Kansas City, Missouri 64106-2370.

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DAVID C. OWEN

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DAVID C. OWEN,

a witness, being first duly sworn, testified under oath as follows:

EXAMINATION

BY MR. BLESSINGTON:

Q. Could you please state your name for the record.

A. David C. Owen.

Q. Now, this deposition is being taken pursuant to a subpoena issued by the Federal Election Commission in connection with an investigation conducted under Section 437G of Title II of the United States Code. We have designated this as Matter Under Review 2582. You are the respondent in this matter, and I'll be asking questions designed to elicit information regarding your involvement and possible violations of the Federal Election Campaign Act. I'll also be asking you for information concerning violations by others.

Now, you have a right to counsel, and I note that one is present.

MR. BLESSINGTON: Could you identify yourself for the record?

MR. BEHM: Yeah. Douglas Behm,

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B-E-H-M, of the law firm of Morrison, Hecker, Curtis, Kuder & Parrish, Kansas City, Missouri.

Q. (By Mr. Blessington) Now, before I begin questioning, I'd like to review a few items concerning the deposition. Have you ever had your deposition taken before?

A. Yes, I have.

Q. You probably are somewhat familiar with what's going to happen. I'm going to be asking questions. The court reporter will take down everything that's said and will produce a transcript. For the clarity of the record, please remember to give verbal responses to questions rather than merely nodding or shaking your head.

A. Okay.

Q. If you need a break, tell me. If you don't understand a question or don't hear me completely, let me know. If during the course of the deposition you realize you gave an incomplete or incorrect answer to a previous question, tell me so that I can give you an opportunity to clarify or amplify the record. Please remember you're under oath, and you should take treat this proceeding as if you were

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in a court of law, which should be easy since we are in a court.

Can you give me your home address?

MR. BEHM: Before we get into this, just let me get on the record a couple of things. What are the confidentiality provisions of this proceeding?

MR. BLESSINGTON: Well, according to the statute, all proceedings involving a commission investigation are to be considered confidential. Now, a respondent can waive confidentiality. The statute does not address the situation where there are multiple respondents and where the waiver by one respondent would necessarily provide information regarding others. So there's some -- at least some ambiguity as to the extent to which a respondent in a multirespondent matter can make public the investigation.

MR. BEHM: I presume from that, then, this is a multirespondent matter?

MR. BLESSINGTON: Yes.

MR. BEHM: Well, Mr. Owen does not at least at this time waive confidentiality.

MR. BLESSINGTON: That's fine.

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MR. BEHM: Does not.

MR. BLESSINGTON: Okay. We have to have something very specific on the record before the commission will acknowledge a waiver.

MR. BEHM: Okay. That's fine. And I presume that your procedures would require consultation with us or at least notification of us before any sort of confidentiality was breached by the commission.

MR. BLESSINGTON: The commission is very serious about the confidentiality provisions; and as a practical matter, if there's a multirespondent investigation, which of course many of our investigations are, if there's one portion of that investigation still open, the commission, as a general rule, does not release any part of the record until all respondents' cases are resolved.

MR. BEHM: Is there -- and this is more for my education. Is there a possibility that this deposition will become public?

MR. BLESSINGTON: There's a very strong likelihood that it will, but not for quite some time. Not until the commission

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closes its file on the matter. Now, there are possibilities where somebody could file under the Freedom of Information Act, and in -- and make a case that somehow we should release a portion of the file. The commission will not do that sua sponte. It would only do that in response to an FOIA request.

MR. BEHM: That is before the completion of the investigation?

MR. BLESSINGTON: Yes. But once the investigation is complete, we are required to put matters on the public record, although there are certain privacy exemptions.

MR. BEHM: That's fine.

A. Are you going to tell me what the point of all this is and who instigated it?

Q. (By Mr. Blessington) Well, I think that you probably will be able to conclude from the questions what we're getting at. I'm attempting at this point simply to get information that you might have regarding various violations, and I think if you'll listen to my questions you'll find out what the violations are. You're also probably aware -- I'm sure you're aware of the newspaper articles

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about a year ago.

A. So this has all started because of a newspaper reporter. I guess that's what my question is. Somebody wrote a story, so that's why we're --

Q. Well, I -- I can't reveal precisely how the commission came to begin its investigation, but the investigation began after the newspaper article was written.

MR. BEHM: Okay. Well, we just wanted to state on the record what we stated, you and I and Ms. Beard have stated in our conversations. Mr. Owen is here to cooperate with and assist the commission in any way he can.

MR. BLESSINGTON: We appreciate that.

MR. BEHM: Let's go ahead.

Q. (By Mr. Blessington) Could you please state your home address.

A. Rural route number five, Olathe, Kansas.

Q. And your telephone number.

A. [redacted]

Q. Now, Mr. Owen, are you currently

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employed?

A. Yes.

Q. And where is that?

A. Overland Park, Kansas.

Q. And what business?

A. I work for Stephens Holding Company.

Q. And what type of business is that?

A. It's investment banking.

Q. I see. And what's your position there?

A. I'm just a representative of Stephens Holding Company.

Q. And what do you do in that capacity?

A. I work with corporations who want to buy or sell their companies. It's kind of -- a more apt description would be mergers and acquisitions, I suppose.

Q. I see. And what is your work address?

A. 11827 West 112th Street, Suite 102, Overland Park, Kansas 66210.

Q. And can you tell me your phone number.

A. [redacted]

Q. Now, in preparing for today's deposition, did you talk to anyone other than

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your attorney?

A. No.

Q. Have you discussed with anyone that you are being investigated by the commission?

A. Yes, I have.

Q. Can you tell me who you last spoke to?

A. My wife.

Q. Is that all?

A. As far as I recall.

Q. Have you reviewed any materials for today's deposition?

A. Yes, I have.

Q. And can you tell me what they were?

A. The information that you sent.

Q. I see. Now, Mr. Owen, you are a college graduate, aren't you?

A. Yes, I am.

Q. And what was your degree in?

A. Economics.

Q. Is that your highest level of education?

A. Yes.

MR. BLESSINGTON: I'm going to ask the reporter to mark this as Owen Exhibit 1.

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(Whereupon, Owen Deposition Exhibit 1 was marked by the reporter for identification.)

MR. BEHM: Are you going to have a copy for him and me, too?

MR. BLESSINGTON: Yes.

MR. BEHM: Okay.

Q. (By Mr. Blessington) Now, if you just want to thumb through that and let me know when you've read it.

A. Okay.

Q. Now, that's a 10-page packet of material. Some of the pages are the same. We are producing it here the way we received it. Does it look familiar to you?

A. Yes, it does.

Q. And the picture of that gentleman on the first page is?

A. I think I know him.

Q. All right. That is yourself?

A. That's me.

Q. And can you tell me a little bit about this document?

A. It looks like information that we used when I ran for governor in 1982. We sent out an

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announcement package when I announced for governor.

Q. So this was produced in what, roughly 1980 or '81 or something?

A. '81, it would appear. '80, '81.

Q. Okay. And the first page begins with your biography. It's a resume fashion. Shows quite an impressive business career and honors and awards; and if we go to the second page of that, I'd like to go down to the section called political activities.

A. Okay.

Q. And I note that from 1968 to 1972 you were Kansas state senator, and from '72 to '74 you were lieutenant governor of Kansas, and in 1974 you indicate that you were state campaign chairman for the Bob Dole for U. S. Senate campaign. Can you tell me a little bit about what you did in that campaign?

A. I was the state campaign chairman and really kind of supervised the campaign activities.

Q. Would that have involved fund raising?

A. Yes.

Q. Policy kinds of issues as well?

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A. Yes.

Q. Okay. And you administered the staff?

A. Yes, I did. The reason I hesitate there, they had a -- toward the first part of that campaign, there was a full-time campaign director, and I did very little except just provide a little oversight; but toward the end of that campaign, I actually took it over and ran the whole thing.

Q. Now, had you known Bob Dole prior to this time?

A. Yes.

Q. And in what capacity?

A. Through politics. He, of course, was -- I met him when he first ran for the United States Senate in 1968.

Q. I see. And you had just been political allies since that point?

A. Yes.

Q. All right. Now, moving up the -- moving up the column, we have 1975-76 you were chairman of the Plain States Region for President Ford Committee. Can you tell me a little bit about what you did in that campaign?

A. That was the activity prior to the

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national convention, and I had seven midwestern states to organize for Ford leading up to the convention in Kansas City.

Q. So you were involved in his primary campaigns in those states?

A. Yes.

Q. Because he did have a race within the party, did he not?

A. Yes.

Q. And again, were you involved in fund raising there?

A. No.

Q. No? What type of activity again was it?

A. That was more organizational in nature. It was going into like Iowa, for example, and organizing the caucuses and that sort of thing.

Q. I see.

A. It was more on the volunteer side.

Q. Now, in 1976 it indicates that you were a delegate to the Republican National Convention. How did you become a delegate?

A. Because I had supported President Ford, and our committee in Kansas was successful

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at the state convention, and we won a majority of the delegates to the convention.

Q. I see. Now, again in 1976 it indicates you were national chairman of the Bob Dole vice presidential campaign. Can you tell me what your duties entailed there?

A. I supervised Bob Dole's campaign when Ford picked him in Kansas City to be his running mate. I became the coordinator for the vice presidential part of the campaign.

Q. So were you responsible for scheduling the candidate's appearances and that type of thing?

A. Yes.

Q. There was no fund raising involved there?

A. No. That was -- there was no fund-raising activity in that. It was more just supervision of the campaign strategy and the mechanics of the candidate's appearances.

Q. I see. Now, in 1978 the biography indicates that you were state co-chairman of the Kassebaum for U. S. Senate campaign. What were your duties as co-chairman?

A. I joined that campaign after the

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primary and really just used my contacts from my past activities personally and with Bob Dole's campaign to get behind Kassebaum in a general election and just bring some additional support that she did not have at that point.

Q. And you apparently were successful in that effort?

A. She won.

Q. And in 1980, you were state chairman for the 1980 Dole for Senate Committee, and is this more of the same really that you had described before?

A. More of the same. I was in charge of his campaign for reelection to the Senate and organized the whole campaign.

Q. I see. Now, you were involved in fund raising in this --

A. Yes.

Q. -- position?

Now, given the fact that you were familiar with fund raising, you were responsible for various fund raising activities, were you familiar at all with federal election law?

A. Yes.

Q. Okay. Now, I know you're not a

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lawyer. I'm just asking you some basic questions.

A. Right.

Q. Are you aware that there are limitations on amounts that an individual or political committee can make to a candidate?

A. Yes.

Q. And are you aware of prohibitions?

A. Yes.

Q. For instance, you're aware of corporate prohibition?

A. Yes, I am.

MR. BEHM: Counsel, just for clarification, could we make sure that he was aware of that during the relevant time periods? I don't think your question is clear on when he learned these things, although I'm sure he knew them back then. Let's make it clear on the record.

Q. (By Mr. Blessington) Fine. How long have you known that the federal election law has limitation requirements on individuals and political committees involved in the federal campaign activity and that there were prohibitions on corporate and union activity?

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A. I have known that for some time, and I'm not certain that I can say I'm aware of all the -- all the changes that took place, but I certainly was aware that there were limitations.

Q. So would you be aware, for instance, if somebody handed you several checks and one was from a corporation, you'd think to turn that check back?

A. Absolutely.

Q. I see. And did you do that at all during these periods of time that we have discussed?

MR. BEHM: Do what?

Q. (By Mr. Blessington) Receive checks presumably from corporations and then returned them to the contributor?

A. I really don't -- I really don't recall whether I did or I didn't.

Q. But it would have been not a rare occurrence if something like that did happen?

A. No. I would think that on occasion we would receive checks from people who had been solicited, and they would send a corporate check, and it would be returned.

Q. I see. Thank you.

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MR. BLESSINGTON: I'm going to ask the reporter to mark this as Owen Exhibit 2.

(Whereupon, Owen Deposition Exhibit 2 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Now, if you would just take a look at that, Mr. Owen, and let me know when you're ready.

A. Okay.

Q. Now, in the previous exhibit, the biography indicated that you also had been a member of the Republican Senatorial Trust. In this exhibit, the first page is a copy of what appears to be on J. C. Nichols Company stationery. It has the date of March 14th, 1978, and the heading "Republican Senatorial Trust". And if you're following me, in the corner there's a group number one. The first name under that is David Owen, spokesman. Can you tell me what this is all about?

A. As I recall, Howard Wilkens from Wichita had been asked by the Republican Senatorial Campaign Committee to be involved with the formation of this auxiliary group called Senatorial Trust, and he came to

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Kansas City with someone -- with a senator, I think. It may have been Bob Packwood, but I don't remember. And they solicited several of us on this list to get involved in the Senatorial Trust, and the object was to be able to make make a difference in the Senate campaigns, raise -- as I recall, they were trying to get $2 million, $2 million raised in the Senatorial Trust so they could make an impact on the Senate races.

Q. Did you agree to head up some kind of a group trying to get other people to contribute to this organization?

A. Yes, I did.

Q. And what were the requirements for membership in the trust, if you recall?

A. That's an interesting question because it got very flexible as they went along. When they first started, they just couldn't wait to have our help; and we could put groups together where people would contribute different amounts of money, and one person would be the spokesman, which, when I look back, kind of jogs my memory that's the way this came along. But it was very much like all political activities. Your

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pedigree wasn't nearly as important as your ability to write a check; and then as the Senate Trust became more successful, as I look at this memo from Packwood --

Q. That would be on page two?

A. Yeah. They finally decided they had a winner on their hands so they started to put heat on people to up the ante and write bigger checks. So the rules for membership changed as the thing became more successful.

Q. I see. But do you recall that it was around 1978 that this Republican Senatorial Trust began?

A. I frankly don't remember. But just looking at the names on the list and recalling when that all started, I assume that's probably about the time it started, because the first time I think they had any impact on an election was the 1980 Senate races.

Q. I see. Now, on the second page here, there's a copy of a memo from Senator Packwood to Senator Dole; and it cc's, among other people, Gracia Barker-Cross.

A. Uh-huh.

Q. Do you know Gracia Barker-Cross?

9504368 4001

A. Yes, I do.

Q. And can you tell me how you know her?

A. I met her by being involved in the Senatorial Trust.

Q. And does she work for the National Republican Senatorial Committee?

A. She did at the time. I don't know who she works for now.

Q. And what was her position there?

A. She was just a staff person who had been put in charge of the Senatorial Trust activities.

Q. And over the years, had you dealt with her a number of times?

A. Yes.

Q. And she would tell you what? How to conform to the changing requirements of the trust, that type of thing?

A. Sometimes very reluctantly. I'm not sure she always agreed with the change in the rules; but, yes, she was a contact person, the staff person.

Q. I see.

MR. BLESSINGTON: I'm going to have the court reporter mark this as Owen

9504368400 2

Exhibit 3. It's one page.

(Whereupon, Owen Deposition Exhibit 3 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Whenever you're ready, Mr. Owen.

A. Yes, I'm ready.

Q. Okay. It is a copy of a letter written to Senator Bob Packwood by David C. Owen on State Bank of Stanley stationery, and it's dated April 14th, 1978. Could you describe it a little beyond that?

A. It's self-explanatory. Apparently Bob Wagstaff sent me the -- his contribution to the trust, and I forwarded it on to Bob Packwood. That's really all I recall about it.

Q. So would Robert Wagstaff be a member of your group?

A. Yes.

Q. And would that frequently happen? Would you collect contributions and forward them on?

A. Yes.

Q. Contributions from your group and forward them onto the Republican Senatorial

9504368400?

Trust?

A. Yes, I would.

MR. BLESSINGTON: I'm going to have the reporter mark this as Owen Exhibit 4.

(Whereupon, Owen Deposition Exhibit 4 was marked by the reporter for identification.)

Q. (By Mr. Blessington) It consists of three pages. Let me know when you're ready.

A. Okay.

Q. Now, does the first page look familiar to you at all?

A. I really don't remember the note, but it's addressed to me, and I'm sure it came to me.

Q. Well, it's an unsigned copy of a letter, but it was apparently sent to you on December 4th, 1979, by John Heinz, Senator Heinz, and it probably -- it seems to relate to a letter that you had sent to him which is found on the second page.

A. Correct.

Q. Now, you've indicated in this November 19th, 1979, letter to Senator Heinz that you were organizing Bob Dole's Senate

9504368400 4

campaign?

A. Yes.

Q. Can you tell me a little bit about the background on that?

A. Dole was -- Dole was running for president in 1980 and had asked me to organize his Senate race because he wanted to keep his options open as far as whether he was going to continue in the presidential race or run for the Senate. So I really put the whole campaign together up until Dole opted out of the presidential race, meaning that I put the campaign organization together, recruited the county chairmen. I began to raise money for Dole's Senate reelection and really just put a campaign committee and organization together for him so it would be ready in the event he decided to get out of the presidential race and run for Senate.

Q. Because at some time he had to make a choice?

A. That's right.

Q. And at that point, November 19th, 1979, he was involved in running for president?

A. That's correct.

9504368400 5

Q. And was there some concern at the senatorial campaign headquarters about his Senate campaign?

A. As I recall, you know, they would ask me from time to time or I would get a call from someone just asking how is Bob Dole doing in Kansas, and there was no great, I don't think, alarm, but they stayed in touch with me about it.

Q. I see. Now, you were not involved in his presidential campaign, then?

A. No. At this point not at any great extent. I would stay in touch with people who were working on the presidential campaign, but I really didn't get directly involved in it until I guess the Iowa caucuses, which took place in January of '80, I would think.

Q. So you did spend some time in the presidential campaign?

A. I spent some time on it. I might add just from looking at it, the last page of this particular set doesn't go with the rest of it.

Q. I was wondering about that myself. It does appear to be a list of names of individuals, some of whom were in your group?

9504368 4006

A. Just glancing at it here, it would appear to me that this last list are people who were in my group in the Senatorial Trust, and it is not the list that's referred to in this letter of the campaign organization.

Q. I see.

MR. BEHM: I might also point out, at least in my copy, press release copy, you can see some of it in the margins of the November 19th letter, but I don't know if you intend for the press release to be there or not.

MR. BLESSINGTON: Well, oftentimes we receive exhibits, and they're not in wonderful shape.

MR. BEHM: Okay.

MR. BLESSINGTON: Now, I'm going to ask the reporter to mark Owen Exhibit 5.

(Whereupon, Owen Deposition Exhibit 5 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Now, this exhibit consists of eight pages; and they're not for profit corporation annual reports, two pages each for the years 1980 to 1983. Take your time taking a look at it, and I want to ask you a

9504368 4007

question or two on it.

A. Okay.

Q. Are you ready?

A. Yes.

Q. Okay. As you can see on the first page, it's a 1980 report for the 1980 Dole for Senate Committee, Incorporated. Now, there's a David C. Owens indicated as president.

A. Obviously prepared by one of my close friends.

Q. That would be you, would it not?

A. Yes.

Q. Even though it's misspelled?

A. Right.

Q. I imagine you have that problem from time to time?

A. Right.

Q. You also were a member of the board?

A. Yes.

Q. On page 3 we have the 1981 report, and it's the same information. You were president and a board member?

A. Yes.

Q. And if we go to page 5, again we have president David C. Owens. That is you?

9504368400 8

A. Yes.

Q. And a member of the board. And finally on page 7, which is the 1983 report, it indicates that you were again president and a member of the board. Now, during this time, what were your duties with respect to the Dole for Senate Committee?

A. I was the campaign chairman. I did all the things that campaign chairmen do. I stayed in touch with the organization. I made sure we kept our fund raising going. I consulted with Bob Dole about his trips to Kansas and schedules and just normal campaign activities.

Q. Now, in 1980 that would have involved a lot more work, would it not?

A. Right. Well, actually -- I mean my activities were really confined in 1980. As far as 1981 and 1982, I can only -- I mean I think that's -- I guess that's just because there was money left over and the corporation stayed intact, but I had no duties after the campaign was over.

Q. In 1981, '82 and '83?

A. Well, as I recall; and at least if I

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did anything, which I don't frankly recall, but if I did, it would have been minor in nature. My function was to be involved in the campaign in 1980, and I think Dole probably kept that committee functioning because it was a way for him to continue to solicit and receive contributions; but as far as campaign activities, I don't really recall there being too much.

Q. Well, were you involved at all in the solicitation of contributions at that time?

A. I've been involved in soliciting campaign contributions for Dole for 20 years.

Q. So you were involved even after the campaign?

A. Correct.

MR. BLESSINGTON: I'm going to ask the reporter to mark this as Owen Exhibit 6, one page.

(Whereupon, Owen Deposition Exhibit 6 was marked by the reporter for identification.)

Q. (By Mr. Blessington) It's a terrible copy.

A. I can't read mine, but I'll be happy

9504368 4010

to guess with you.

Q. Well, it appears to be from the State Bank of Stanley.

A. I can read that much.

Q. Okay. And it would appear to be a signature card. Is that what it looks like to you?

A. Yes. I would say that it is probably a signature card.

Q. And in the second paragraph of the microfilm down on the page, it does indicate that it was Dole for Senate Committee?

A. Yes.

Q. And that is your name?

A. Yes. Yes, it is. I signed whatever this document is.

Q. We can't read what the document says. It was a very poor copy that we received, and it copied worse after that. So it appears that you were the sole signatory on this account?

A. Yes.

Q. And would that mean that only you could write checks?

A. Yes.

Q. Okay. And this was the Dole for

9504368401 1

Senate Committee depository?

A. Yes, it is.

Q. And I note it appears to have closed on 6-4-84. Is that what it indicates on the right-hand side on the bottom of the paragraph?

A. I really don't know what that date means.

Q. Okay. It's hard to read, but it looks like it says closed and date 6-4-84. But in any event, for a period of time this was the depository and you were the sole signature on it?

A. Yes. That's correct.

Q. Now, it appears that you've been associated with Senator Dole for a long time. Do you consider yourself a close friend of Senator Dole's?

A. I suppose as close a friend as Senator Dole has.

Q. Do you see him socially?

A. I have over the years.

Q. Have you talked to him on the phone?

A. Yes.

Q. Now, Mr. Owen, do you know a Charles A. Ross?

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A. Yes, I do.
Q. Is he also known as Bud Ross?
A. Yes, he is.
Q. When did you first meet him?
A. When we were in grade school.
Q. Oh, I see. Now, are you a close friend of Bud Ross'?
A. Yes.
Q. And have you been a business associate of Mr. Ross'?
A. Yes, I have.

MR. BLESSINGTON: I'm going to ask the court reporter to mark this as Owen Exhibit 7.

(Whereupon, Owen Deposition Exhibit 7 was marked by the reporter for identification.)

Q. (By Mr. Blessington) It's a one-page exhibit. Let me know when you're ready.
A. Okay.
Q. There are four items on the page. The first one is a check from Charles A. Ross to David C. Owen in the amount of $53,906.25. The third item down on that page, it appears to have been endorsed by you?

9504368 4013

A. Yes.

Q. It's the back side of it. And then there's a deposit ticket for that amount State Bank of Stanley. Can you tell me something about this particular check?

A. As I recall, I had sold Bud a piece of real estate, and this was a payment that he made to me on -- for the purchase of the property.

Q. So this involved Birdview Satellite Communications, Incorporated?

A. No. I don't think so. I think at this point it was just a contract between Bud Ross and myself, and this was his payment as scheduled under the note agreement.

MR. BLESSINGTON: I'm going to ask the reporter to mark this as Owen Exhibit 8.

(Whereupon, Owen Deposition Exhibit 8 was marked by the reporter for identification.)

Q. (By Mr. Blessington) It consists of two pages. I'm not certain whether the second page goes with the first, but we'll see.

A. Okay.

Q. All right. Now, can you recognize the

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first page of this exhibit?

A. Yes, I do.

Q. Can you tell me what it is?

A. I had obtained -- I had obtained options on a couple of pieces of property down at 191st and 169 Highway in south Johnson County to develop an industrial park, and I did that in consultation with Bud Ross and the City of Spring Hill, Kansas. The object was the city wanted an industrial park, and Bud wanted a site for Birdview to locate on, and so I did several things. I got the zoning approved. I got the county to deannex this property, the City of Spring Hill to annex it into the city. I got the state to authorize it as an enterprise zone. I got the city to agree to issue industrial revenue bonds for companies that wanted to locate there. I went through a whole series of things to enhance the value of this property and converted it really from a piece of farm ground to a very valuable piece of industrial property, and I had a contract with Birdview to build a series of buildings for them on the property, and it really was why I got into it.

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Well, after I got into all this, Bud decided that he wanted to buy the property, and at this point, all I had in it, as I recall was maybe a couple of $5,000 option payments, and I had really made the property very, very valuable at that point by virtue of what I'd done. Bud offered me $250,000 for the property. I had $10,000 invested, and it didn't take me very long to make that decision. So we entered into this contract.

Q. I see. Now, just for the clarity of the record, you indicated something about Birdview before now. Now, Birdview Satellite Communications, Incorporated, is that what you mean?

A. That's correct.

Q. And what was Bud Ross' contact there?

A. Bud was president of Birdview Satellite Communication.

Q. I see. Now, the check for $53,000 that we saw in Exhibit 7, was that related to this?

A. Yes, uh-huh. In fact, just looking at it, I would guess it was one of these $50,000 payments that he agreed to me.

9504368 4016

Q. Fifty thousand plus interest?
A. Interest, right.
Q. At 15 percent apparently?
A. Right.
Q. I see. So this particular contract was between you and Bud Ross in his individual capacity?
A. That's correct.
Q. But there was definitely some sense that this was for Birdview's development?
A. No. Not this contract.
Q. Not this contract, but the land itself?
A. But I was in fact -- the reason I got into this deal to begin with was I was going to develop this and build and lease property to Birdview.
Q. I see.
A. Let me just point out again that your second page of this and the first page don't belong together.
Q. I thought that might be the case. The second page, for the record, is a memorandum a couple of years later actually.
A. Okay.

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Q. Maybe one year later, from Bob Speelman to Ed Hackerott on Birdview stationery?

MR. BLESSINGTON: I'm going to have the court reporter mark this as Owen Exhibit 9.

(Whereupon, Owen Deposition Exhibit 9 was marked by the reporter for identification.)

Q. (By Mr. Blessington) It's a six-page document, and if these don't go together, that's our fault because we put these together this way.

A. Okay.

Q. Are you ready? On the first page is a miscellaneous income IRS statement for the year 1983. Does this look familiar to you, Mr. Owen?

A. Yes.

Q. And the payer's name would be Birdview Satellite Communications, Incorporated, and the recipient's name is David C. Owen?

A. Correct.

Q. It indicates that during that year you received nonemployee compensation of $25,000?

A. That's correct.

Q. Could you tell me what that was for?

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A. This was a long time ago, but let me generally tell you what happened because it relates to the piece of property we talked about earlier. After -- Well, all during the time that I was working on this project, I also had a consulting agreement with Birdview and was paid by Birdview for helping them develop this -- their end of this park; and so I frankly don't remember whether this related to, you know, that contract or not.

In addition to that, as I stated, I was developing several buildings for Birdview and had an agreement with them to -- for me to build the buildings, and Birdview was going to lease them back. So I was engaged in that activity with them as well.

Then Bud, as I indicated, bought the property from me, but I continued to work for Birdview to help get their -- get the park rolling along so they could occupy their first building, which as I recall, was in the distribution center. Bud later -- as I recall, his directors got upset that he individually owned the property, and they wanted him to sell the property to Birdview Satellite

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Communications, and again, as I recall, from Bud telling me, Bud simply sold the property that he had purchased from me to the corporation for exactly what he had paid for it.

So I don't think he made any gain on it. He just simply got it into the corporation to satisfy the complaints of the other directors, but I continued to work for Birdview to help get this thing developed all the way through the whole thing.

Q. I see.

A. And that really is all kind of a summation of what I recall about it.

Q. So you received $25,000 in nonemployee compensation. Was that the beginning of your relationship with Birdview?

A. I frankly -- I don't recall. I just don't recall.

Q. We haven't seen anything prior to 1983, and I was wondering if that's when you began working for them. On the second page, there's a check request form, presumably of Birdview's, and it says to David C. Owen, $25,000, reason for request. I was wondering if that related to the first page. It says

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prepayment of architect fee.

A. I don't think so, because I don't think the architect fee actually -- I don't think I received that.

MR. BEHM: Do we know what this document is?

THE WITNESS: No.

A. I mean I don't know what it is. I've never seen it before. So I really can't --

Q. (By Mr. Blessington) Well, it indicates it's a check request to David C. Owen; reason for request, prepayment of architect fee for drawings.

A. Right.

Q. The amount is $25,000, the account coding is [redacted] some type of account code; requested by Bud, it appears to be.

A. Well, I think I can shed a little light on that. After this all got around to Birdview actually owning the property, I had arranged back when I owned the property for the State Economic Development Commission to put up about, as I recall, $500,000 to bring the utilities to this piece of property. And in addition to that, it was going to take roughly

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seven, $800,000 for Birdview to complete the development, the roads and all the things you have to do to a piece of property to get it ready to build on.

So I arranged a loan for them at a bank that I had done business with, and they agreed that -- first of all, they paid me a fee for getting the loan arranged for them. And, secondly, I really was under contract with Birdview at that point, because they were the owner of the property, to develop the property for them.

So I had -- it was very much like a typical construction loan at a bank or something. I would receive the bills for the development, and this may have been one of them for architect's work. I would prepare a draw sheet. I would prepare the checks. I would take that to Birdview Satellite Communications, and Bud and his treasurer would review it, and we would pay those bills, and we would call the bank and tell them to advance the money into the account to cover it.

Q. I see. On the third page, there's a microfilm copy of a check from Birdview to David

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Owen in the amount of $9,000. It's dated 9-12-84. Do you know what that relates to?

A. I don't. I really don't recall. I mean I would guess it was just part of the fees they owed me. I don't really remember.

Q. Okay. Continue on to the next page. There is a tissue copy or a copy of a tissue copy of a Birdview Satellite Communications, Inc. check to David Owen for $79,030.62.

MR. BEHM: 68.

Q. (By Mr. Blessington) Sixty-eight cents, excuse me.

MR. BLESSINGTON: Thank you.

Q. (By Mr. Blessington) And if you look up above the check copy, there's some information involving how the amount was arrived at.

A. Uh-huh.

Q. I notice it was the Spring Hills project. This is part of the ongoing relationship that you had --

A. That's correct.

Q. -- relationship you had developing that property?

A. That's correct.

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Q. The next page apparently relates to that as well. It looks like some handwriting that comes up to that figure that we see on the check itself. It notes that there was an option fee of $75,000.

A. Right.

MR. BEHM: Well, I just want to make sure the record is clear. Are you asking Mr. Owen whether he recognizes this handwriting in this document, or are you just reviewing it for the purpose of identifying the exhibit for the record?

MR. BLESSINGTON: Right. I'm just reviewing it to try to establish the relationship Mr. Owen had throughout the year with Birdview.

MR. BEHM: I don't want his silence in response to your statements to indicate that he necessarily agrees with what you said.

Q. (By Mr. Blessington) Well, what can you tell me about that page?

A. I don't know anything about that page.

Q. But it appears to be the same amount of money as the check, and somebody had

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obviously written that down. I don't know who it was, and for the purposes of today's discussion, it doesn't really matter.

And on the last page, there are three 1985 IRS miscellaneous income forms; and again the printing is not wonderful on it, but the last one down indicates that the recipient was David C. Owen, that the payer's name was Birdview Satellite Communications, Inc. and that nonemployee compensation of over $122,000 was received in 1985. Again, Mr. Owen, does this relate to your ongoing relationship to develop that property?

A. Yes, it does.

MR. BLESSINGTON: Thank you. Why don't we just take a five-minute break.

THE WITNESS: Okay.

MR. BEHM: Fine.

(Whereupon, a recess was taken.)

Q. (By Mr. Blessington) Are we ready to begin?

A. Ready.

MR. BLESSINGTON: Okay. I'm going to have the court reporter mark this as Owen Exhibit 10.

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(Whereupon, Owen Deposition Exhibit 10 was marked by the reporter for identification.)

Q. (By Mr. Blessington) It's six pages. Take your time with it, Mr. Owen. Let me know when you're ready.

A. Okay.

Q. All right. The first page is a letter dated January 31, 1984, to Mr. Ross from an attorney by the name of Robert C. Latz, and it regards a stock transfer to David C. Owen and M. R. Windham. Can you tell me what that involves?

A. Mr. Windham and I had a partnership, just an investment partnership, and Bud -- and one of the assets that we had was 120 acres. It's referred to out in south Johnson County. Bud has been through the mill as far as making a lot of money and losing a lot of money, been up and down several times, and he wanted to try to conserve some of his assets this time around with Birdview. So he decided he wanted to invest some of his equity in Birdview in some real estate. So Red and I worked out a deal to trade Bud our 120 acres for his 600,000 shares

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of stock in Birdview Satellite Communications, and we did in fact make the trade.

Q. Now, is this -- were these Bud Ross' shares of stock?

A. Yes. Personal. It was not stock owned by Birdview Satellite Communications. It was his personal stock.

Q. And so that your partnership, which included yourself and Red, did you say?

A. Red.

Q. Red Windham?

A. Uh-huh.

Q. Received 600,000 common shares of Birdview?

A. As I recall, shortly after that happened, they had a reverse stock split, and that ended up being 60,000 shares instead of 600 but --

Q. I see. All right. Now, you've testified that you've been a friend of Bud Ross' since grade school?

A. I've known him since grade school.

Q. You've known him since grade school. And that you are a close friend of his?

A. Yes.

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Q. And that you've been a business associate of Mr. Ross?

A. Yes.

Q. And that you've had a relationship of several years in which you did consulting for Birdview?

A. Yes.

Q. You've also indicated that you've had a long-term relationship with the various campaigns of Senator Dole as well as other campaigns?

A. Yes.

Q. Did you ever have any political discussions with Bud Ross?

MR. BEHM: Would you define "political discussions"?

Q. (By Mr. Blessington) Discussions concerning politics.

A. Everybody talks about politics.

MR. BEHM: That's what I meant.

Q. (By Mr. Blessington) Is that a yes, you had political discussions?

A. I talk to everybody about politics.

Q. Have you ever discussed Senator Dole's campaign committee's needs for campaign funds

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with Bud Ross?

A. Yes, I have.

Q. And can you describe any conversations that you might have had with him?

A. I think the first time that he contributed to Bob Dole at my request was -- and I don't remember the dates, but Dole asked me to put together a few rund raisers around Johnson County because he was going to be in there for a day or two; and so Bud was one of the people I called and said, "Would you get a few people together and throw a cocktail party for Bob Dole and make -- you know, have the people make the checks out to Dole for Senate Committee."

Q. Do you recall roughly when this was?

A. I'm going to say this is -- I can't remember.

Q. Well, would it have been in the mid '70s?

A. No. It was in the '80s sometime, I'm sure.

Q. Okay. So it was -- or would it be after Bud started up Birdview?

A. Yes. I believe that it would be.

Q. Did you ever discuss the satellite

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industry with Bud Ross?

A. Yes.

Q. Did you ever discuss the support of Senator Dole for the satellite industry?

A. Bud had a direct relationship with Bob Dole. He talked to him himself.

Q. Did you introduce Bud Ross to Bob Dole?

A. No. I think Bud had met Bob many years ago when Bud owned and operated a company called Custom Electronics down in Chanute, and Bob was running for the U. S. Senate. I think that was the first time they met.

Q. So Bud Ross had an independent relationship with Senator Dole?

A. Yes. As far as I was concerned, he had known Bob Dole as long as I had.

Q. Now, do you recall speaking to Bud Ross about Senator Dole's campaign in 1983?

A. I don't recall, but I -- I mean I wouldn't say that I didn't. I probably -- that sounds like that could have happened.

Q. Now, 1983 was, of course, three years after the '80 election and three years before the '86 election?

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A. Right.

Q. But you indicated to me earlier, I believe, that you did solicit contributions during that period of time?

A. That's correct.

Q. And that you were a signatory -- the sole signatory on the depository account of Dole for Senate Committee?

A. That's correct.

MR. BLESSINGTON: I'm going to ask the reporter to mark this as Owen Exhibit 11.

(Whereupon, Owen Deposition Exhibit 11 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Now, these are four pages which were copied from Senator Dole's committee reports at the Federal Election Commission. They're on public record. And if you can see on the first page, it's not an excellent copy, but I think it will serve the purpose. It indicates that it's the 1980 Dole for Senate Committee, Incorporated, and if you look down, there's a box checked that says the January 31st year end report and continuing down

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covering the period 7-1-83 through 12-31-83, and that first page is a summary page. The second page is of a summary nature but slightly more detailed, and the third page which we took from a much larger report, or a larger report, indicates itemized receipts.

And if we take a look on that third page, we will see that Charles Ross apparently made a contribution to the committee in December of '83 in the amount of $1,000, Mrs. Charles Ross and then parenthetical. Gunilla made a contribution somewhat later but still in December of $1,000. Incidentally do you know Gunilla Ross?

A. Yes, I do.

Q. And she is Bud Ross' wife, is she not?

A. Yes.

Q. Continuing down the page, we see that a Mr. Steven Phillips, who is listed as having worked for Birdview Satellite Communications as an executive, also contributed $1,000 in December; and below that on the same date, it appears that the committee received $1,000 from Mrs. Steven Phillips. Do you know Steven Phillips?

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A. Casually. I don't know them well.
Q. But you know that Mr. Phillips worked for Birdview?
A. Yes, I do.
Q. And you spoke to him --
A. Yes.
Q. -- at that point? Okay. Now, continuing down the page we see a Mr. Stan Ross?
MR. BEHM: I'm just going to object here for a moment for the purposes of clarification. You asked Mr. Owen if he spoke to Mr. Phillips at that time. Are you just asking whether he just had general conversation with him or a specific conversation about this contribution?
MR. BLESSINGTON: I'm just asking a general conversation.
MR. BEHM: Okay.
MR. BLESSINGTON: Thank you for the clarification.
Q. (By Mr. Blessington) Then there's Mr. Stan Ross. Do you know a Stan Ross?
A. Yes, I do.
Q. And that is Bud's son?
A. Yes.

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Q. Going over to the next page, we have a $1,000 contribution from Mrs. Stan Ross and in paren Merett. Do you know Merett Ross?

A. Again, just casually. I don't know her very well.

Q. Okay. The next entry is a Mr. Ed Hackerott, also who worked for Birdview Satellite Communications. He contributed $1,000 in December. Below him is Mrs. Ed Hackerott, also $1,000. Do you know the Hackerotts?

A. I've met them both. I don't know either one of them well.

Q. And the next entry is a Mr. Robert Owens of Birdview Satellite Communications, Inc., a contribution again in the amount of $1,000, again in December; and below Mr. Owens is Mrs. Robert Owens, Betty, also a contribution of $1,000 in December. Do you know the Owenses?

A. Casually.

Q. I see. And then finally there's a Mr. Roger Mason who lists his employer as Birdview Satellite Communications, and he made a contribution in December of $1,000. Did you discuss any of these contributions that we see evidence of here in the reports of the Dole for

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Senate Committee with Bud Ross?

A. Could you clarify the question?

Q. Well, you indicated earlier that you recalled speaking to Bud Ross about the Dole committee's need for funds, did you not? Did you sometime in '83 -- 1983 discuss with him the need for funds?

A. Yeah. I remember exactly. This helps me with the time frame. This is the time I was indicating where Dole asked me to set up a fund raiser. I called Bud Ross and told him we'd like to have a fund raiser, would he put something together and Bob Dole would come up. And that was pretty much the extent of my conversation with Bud on the subject until we showed up at the house that night.

Q. What house are you talking about?

A. We went to Bud Ross' home for the fund raiser.

Q. So it's your recollection, now that you've seen this, that these contributions were related in some way to the fund raiser that was held at Bud Ross' house in December of 1983?

A. Yes. That's my recollection.

Q. Okay. And do you recall seeing any of

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these people that we've noted here?

A. In fact, my recollection is I -- looking at the names here, I think all of these people were probably at the fund raiser.

Q. Okay. Now, when you discussed the possible fund raiser with Bud Ross, did you indicate who the fund raiser would -- who would be included in this particular fund raiser?

A. No. I don't -- very seldom do I get that specific with anybody. I think I told him we'd like to have -- if Dole was going to come by, we'd like to have at least $10,000, and that was the extent of it.

Q. So you didn't get into any discussion who was going to make -- who was going to be there?

A. Not to my recollection.

Q. And do you recall Bud volunteering any information about saying that he would get people from Birdview to contribute?

A. Not that I recall. It really didn't make any difference to us who was there.

Q. You didn't care where it came from?

A. No.

Q. You just wanted to make sure it was a

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$10,000 figure?

A. That's right.

MR. BLESSINGTON: Now I'm going to introduce Owen Exhibit 12.

(Whereupon, Owen Deposition Exhibit 12 was marked by the reporter for identification.)

Q. (By Mr. Blessington) The exhibit consists of several pages, including a copy of a bank statement and some deposit tickets and copies of checks. Whenever you're ready.

A. Yes, I'm ready.

Q. Can you tell me what is on page 1?

A. It appears to be the bank statement for the 1980 Dole for Senate Committee.

Q. And it was the statement of 12-31-83?

A. Yes.

Q. And if we take a look at the transactions, it indicates a deposit on 12-19 of $10,000, does it not?

A. Yes, it does.

Q. Okay. And if we go to the next page, we see a deposit -- a copy of a deposit ticket with a number of names mentioned, in fact the same names we just looked at that were reported

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in the Dole for Senate Committee reports totaling $1,000.

MR. BEHM: Well --

Q. (By Mr. Blessington) Excuse me. Ten thousand dollars.

MR. BEHM: Maybe you should review those names to make sure those are the same names with Mr. Owen.

Q. Fine. Well, we can go through them singly if you like. There's a Sharon Phillips, Steve Phillips, E. H. Hackerott, Darlene Hackerott, Bob Owens, Betty Owens, Roger Mason, Charles Ross, Stan Ross and Merett Ross. So if I recollect clearly, I believe there's one name that is not there, and that is Gunilla's, Gunilla Ross'?

A. That's the way it appears to me.

Q. Now, if we look on the next to the last page, we'll see Gunilla Ross having made a deposit -- or excuse me -- having made a contribution that was included in the deposit ticket of 12-19.

Mr. Owen, do you recall if you filled out this deposit ticket?

A. That's my -- that looks like my

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writing.

MR. BEHM: Which one are we talking about now?

MR. BLESSINGTON: On page two.

Q. (By Mr. Blessington) So somehow possibly at that function that you attended for Senator Dole, you collected the checks; is that correct?

A. That's correct.

Q. And deposited them into the depository account of the Dole for Senate Committee?

A. That's correct.

Q. Again, did you have any discussions upon receiving the checks with respect to -- with respect to how these people came to contribute to the committee?

A. Not that I recall.

Q. You don't recall if Bud Ross told you he had told his employees they ought to contribute money?

A. I don't recall that. I mean this -- this is normal and customary for me with Bob Dole to call somebody up and say, "Would you put a fund raiser together." We show up. It makes no difference to us whatsoever who's there, and

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usually they do give me the checks when we get to the event, and I deposit them. It's just normal procedure.

Q. So there's nothing about this that strikes you at all as unusual?

A. Absolutely nothing out of the ordinary.

Q. And you don't recall Bud Ross mentioning anything about reimbursing these people for their contributions?

A. Not that I recall.

Q. And you don't recall, if I understand you correctly, any indication by Bud Ross that he wanted this to be a Birdview function?

A. Not that I recall. Anyone would have been welcome as far as we were concerned.

Q. As long as they had the check?

A. As long as they had the thousand bucks.

Q. Now, this was the first time that you discussed political contributions to the Dole campaign with Bud Ross?

A. I really don't recall. I don't recall that.

Q. You're not sure?

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A. I'm not sure.

Q. Did you tell Bud Ross how much the limit was for individuals?

A. I'm sure I probably did. I told him each person could contribute a thousand.

Q. I see. Do you recall at the dinner that was held at this fund raiser if somebody by the name of Rick Brown was in attendance?

A. I know Rick, but I don't remember if he was there or not.

Q. And Rick Brown is -- how do you know him?

A. He's an attorney in Washington, D.C., has a lobbying firm there.

Q. Now, we mentioned this fellow's name previously, and you said that you at least knew who he was, but do you know a Roger Mason?

A. Roger is a good friend. I know him very well.

Q. I see. Did you ever discuss the subject of political contributions with Roger Mason?

A. Well, again I don't specifically recall that, doing that; but I mean I put the arm on everybody I run into for Bob Dole. Did

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it for 20 years, so it would not have been unusual.

Q. I see. Do you recall if Roger Mason ever delivered any checks to you to be deposited in the Dole campaign depository?

A. Not that I recall, but that doesn't mean he didn't. I don't recall it.

Q. I know we're talking about a long time ago. I'm going to try to see if I can jog your memory. Do you recall in June of 1984 in Chanute, Kansas, being at Birdview offices and speaking to Roger Mason about political contributions?

A. I really don't recall that.

Q. Do you know a Dale Galemore?

A. I don't recognize the name. I may know him if I saw him, but it's not somebody that's very familiar to me.

Q. So you don't recall seeing a Dale Galemore come to Roger Mason's office with checks in hand that were made out to the Dole for Senate Committee?

A. I just -- I don't recall that.

Q. And you don't recall -- again, this is a long time ago, but you don't recall Roger

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Mason turning over any checks to you in June of 1984?

A. I just don't recall it.

Q. But as you've indicated, you've put the arm on a lot of people over the years?

A. That's right.

Q. So it wouldn't be surprising to you if that had been the case?

A. I wouldn't say that it didn't happen. I just don't recall it.

Q. I see.

MR. BLESSINGTON: I'm going to ask the court reporter to mark this as Owen Exhibit 13.

(Whereupon, Owen Deposition Exhibit 13 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Again, take your time with that, Mr. Owen. Let me know when you're ready.

A. Okay.

Q. Now, this is a six-page exhibit. The first page is a copy of a document that is headed "Dole for Senate Deposit Recap Form". Does this look at all familiar to you?

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A. Not really. It's not anything I ever used.

Q. It's dated 10-21-85. At that point, what was your relationship with the Dole for Senate Committee?

A. Somewhere along in here, I think prior to this point, the committee had hired Kirk Clinkenbeard, who was a C.P.A., to handle the accounts for the Dole campaign, and I transferred all the money I had in my control to Kirk, and so he really took care of it after that point.

Q. So at some point the Stanley Bank was no longer the depository and Kirk Clinkenbeard took over?

A. That's correct.

Q. Okay. If we take a look at this, though, it indicates that there was some type of fund raiser; and if you look at the bottom left-hand part of the page, it says name of event E. Dole.

MR. BEHM: That's the first page?

MR. BLESSINGTON: Yes.

Q. (By Mr. Blessington) Do you think you

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might know who that is?

A. I would assume that's Elizabeth Dole.

Q. Okay.

A. And I do -- I mean just I do remember something about this event. I think it was just a fund raiser that was put on in Johnson County. Frankly, as I recall, it was at the Alameda Plaza. I wouldn't swear to that, but it seems like it was, and I helped -- I helped raise some of the money for the event, and it looks like my wife and I both attended it.

Q. I see. That would be on page 3 of this?

A. Right.

Q. There is apparently a deposit ticket in care of Kirk L. Clinkenbeard, Alexandria, Virginia, and it indicates, if we go down the checks --

MR. BEHM: What are we talking about now?

MR. BLESSINGTON: Page three.

Q. (By Mr. Blessington) We're looking at the copy of the deposit ticket of Dole for Senate Committee, Inc.; and on entries 19 and 20, we see Owen, B., Owen, D. That would likely

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be your wife and yourself?

A. My wife and myself.

Q. And continuing down, entry 24 would be Ross, C.; 25, Ross, G. Do you think that would be Bud and Gunilla?

A. Just looking back here at the checks that go with this, that would appear what it is, Bud and Gunilla's checks for $250 apiece.

Q. And that would be on the last page?

A. Right.

Q. And right below that, number 26, would be Ross, S.; and again, if we go to the last page, we'd see a check from Stanton E. Ross?

A. That's right.

Q. And there's one final individual on here I wanted to check with you. It's the second entry on the deposit ticket. It says Bowman, $250; and if we look at the next to the last page, there's a check from a Wanda B. Bowman. Did you know Wanda B. Bowman?

A. I know Wanda. She was Bud's secretary for some period of time.

Q. Do you recall attending an event on October 9th, 1985?

A. I don't remember the date, but I do

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remember the event.

Q. Do you recall having spoken with Bud Ross about it?

A. No. I don't recall that I did or didn't.

Q. Did you help plan this event?

A. Well, I wasn't directly involved at this point, but hardly anything went on that was -- I mean if it was a Dole fund raiser, I was involved in some facet of it probably.

MR. BLESSINGTON: We're going to take a break for just a minute.

(Whereupon, a recess was taken.)

MR. BLESSINGTON: Back on the record.

Q. (By Mr. Blessington) We've just come back from a brief lunch break. Mr. Owen, we discussed earlier your membership in the Republican Senatorial Trust which is part of the National Republican Senatorial Committee, and you indicated that you were a member and that the various requirements changed as the years went along.

MR. BLESSINGTON: I'm going to ask the court reporter to mark Owen Exhibit 14.

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(Whereupon, Owen Deposition Exhibit 14 was marked by the reporter for identification.)

Q. (By Mr. Blessington) It's a five-page exhibit. Take your time taking a look through it, and let me know when you're ready.

A. Okay.

Q. Do you recognize the first page of the exhibit?

A. Yes, I do.

Q. And can you tell me what that's all about?

A. It's a letter from me to Bud Ross regarding the Senatorial Trust and asking him to send $10,000 to me for my membership in the trust.

Q. And I believe the second paragraph indicates that Mr. Ross should forward a check in the amount of $10,000 payable to David C. Owen, and you've indicated that you will send your personal check to the trust?

A. Right.

Q. What was the reason for that?

A. Because the membership was going to be in my name; and to make a long story short, I

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obviously screwed up here with regard to the membership requirement because that check came in fact from Birdview Satellite Communications. And I sent my check on to the trust, and I had -- I had so many things going with Bud Ross at the time and Birdview Satellite Communications, I really looked at this as more of just an additional -- an additional payment to me. But in retrospect, after I reviewed the things that you sent to me, I just made a mistake.

Q. You made a mistake in what respect?

A. In that you obviously construe this to be money coming from a corporation and going on to the Senatorial Trust, and I can't disagree or dispute that.

Q. If we take a look at the second page, there's another letter dated October 31, 1983, to Charles Ross at Birdview, again from yourself, in which you note a number of different items that you apparently had discussed with Bud Ross. If you take a look at the third page, page two of that particular copy of the letter.

A. Right.

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Q. It appears to have been acknowledged by Charles Ross on 11-18-83. So this was apparently a follow-up letter from a conversation that you had with Bud Ross?

MR. BEHM: Now, which one are you talking about?

MR. BLESSINGTON: I'm talking about the October 31st letter.

MR. BEHM: Okay.

A. I assume -- say that again.

Q. (By Mr. Blessington) Well, let me just go right down it. It's the second sentence in the October 31st letter. "In our meeting this morning we covered the following items."

A. Right.

Q. And one of those items was the membership in the trust?

A. Right.

Q. And it says that Dave will join the Republican Senatorial Trust if possible with Birdview paying the membership fee of $10,000 annually and any expenses incurred by Dave in attending the meetings.

A. Right.

Q. So you apparently discussed this with

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Bud?

A. Yes, I did.

Q. And do you remember the substance of that conversation?

A. It was, as I recall, probably along the lines that I had been a member of this trust for a long time and the satellite industry had some issues before Congress at the time. And I told Bud I probably wasn't going to renew my membership. I just didn't want to spend the $10,000. From my viewpoint, I looked at it that Birdview was going to pay me another $10,000 in addition to all the other things they're paying me, and I'll continue my membership in the trust.

Q. Do you recall if anybody else was present at that meeting?

A. I don't think so.

Q. Do you recall if Bud Ross thought this was a good idea for Birdview to contribute this money?

A. I don't really recall what he said. Frankly, I don't believe that -- I don't believe that they gave him any money or sent my money, you know, as a result of this letter.

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Q. Well, that brings us to the next page, which is a copy of a check on Birdview Satellite Communications, Inc., and it says pay to the order of the Senatorial Trust and David Owen; and it's dated sometime later.

A. Yeah. About a year later, it looks like.

Q. 9-12-84. And if you look down below that, there's a deposit ticket, and it appears to be your name. Is that your writing, Mr. Owen?

A. That's right.

Q. And the next page on -- the top item on the next page is the back of that Birdview Satellite check.

A. Right.

Q. And it's been endorsed the "Senatorial Trust, David Owen". Is that your writing there as well?

A. Yes, it is.

Q. Now, this was made out to the Senatorial Trust and to David Owen. Did you have permission from the National Republican Senatorial Committee to endorse the trust's name to this?

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A. As I recall, what I did was up until that point, I think the trust -- when I made my contributions to the trust, I think we made them out to the Senatorial Trust. And if memory serves me, when I checked this time, they said, "Well, we don't do it that way any more, we make the checks out to the individual senators." And so I did make that endorsement, but then in talking with Gracia Barker-Cross, I told her what I was doing and then sent her the checks for that $10,000 --

Q. Was she aware --

A. -- which --

Q. -- that the check was a Birdview Satellite Communications, Incorporated check?

A. Frankly, I don't remember.

Q. So your recollection is that your discussion with Gracia Barker-Cross involved whether you sent the check on your account made out directly to the trust or to individual senators. Is that the substance of your conversation with her?

A. That probably was the discussion.

Q. But you didn't discuss the fact that this was a corporate check that came to you?

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A. I don't really recall that.

Q. Could you have?

A. I could have. I just don't recall the specific discussion.

MR. BLESSINGTON: Okay. I'm going to have the court reporter mark this as Owen Exhibit 15.

(Whereupon, Owen Deposition Exhibit 15 was marked by the reporter for identification.).

Q. (By Mr. Blessington) It's a multipage document, 17 pages. Why don't you thumb through it, and let me know when you're ready.

A. Okay.

Q. Do you recognize the first page of this exhibit?

A. Yes, I do.

Q. And what is it?

A. It's just a transmittal letter of me sending these checks to Gracia.

Q. And it's dated September 13th, 1984?

A. Right.

Q. The next page is on the stationery of National Republican Senatorial Committee, and it's dated January 27th, 1984, sometime before

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the letter we just looked at.

A. Right.

Q. And I guess this indicates one of the changing requirements of the trust membership?

A. Looks like it, yeah. They kept upping the entry fee as they became more successful.

Q. And gave you various options --

A. Right.

Q. -- in terms of contributing to various individual Senate campaigns?

A. Right.

Q. Signed by Richard Lugar, which we see on the second page of that particular letter, third page of the exhibit. On the next page there's an indication 1984 trust member, and it indicates Mr. David C. Owen, your address at the State Bank of Stanley, and it indicates that presumably letters that go out to you should say Dave and it indicates that your wife's name is Beverly.

A. Right.

Q. This appears to be from the files of the National Republican Senatorial Committee.

MR. BEHM: Are you asking him if he knows that, or are you just making a

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statement for the record?

MR. BLESSINGTON: I'm making a statement for the record.

MR. BEHM: Okay.

Q. (By Mr. Blessington) On the next page, there is a copy of a check. Can you tell me what that looks like to you?

A. It's a check written on my account signed by me to Shamie for Senate.

Q. Okay. And it's dated when?

A. September 13th, 1984.

Q. And in the previous exhibit, we noted that the check from Birdview made out to David C. Owen and Republican Senatorial Trust was deposited by you on the 13th of September; is that correct?

A. I'm looking at it here. Yes, that's correct.

Q. So let's just continue along here. The next page is another check on your account, and it's in the amount of $2,000 to Pressler for Senate. Do you recognize that?

A. Yes, I do.

Q. The next page, another check on your account to Percy for Senate in the amount of

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$1,000, and that's September 13th as well. The next page Jepsen for Senate, again September 13th, 1984, for $1,000. The next page, Gramm for Senate, September 13th, 1984, for $1,000 on your account. On the next page, Raese for Senate for $1,000 on September 13th, 1984. The next page, Simpson for Senate, September 13th, 1984, for $1,000. On the next page, Helms for Senate, September 13th, '84, for $1,000. And on the next page, Cochran for Senate on September 13th, 1984, for $1,000. Those are all copies of your checks and your signatures?

A. Yes, they are.

Q. And the next page there is some names that were -- that are handwritten. There's a date of 9-13, and there are amounts next to the various names which correspond to those checks. Again, this, for the record, appears to be from the records of the National Republican Senatorial Committee indicating a total of $10,000, which would presumably be your membership in the trust; is that correct?

A. I have never seen that paper before, but that would appear to be what it is.

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Q. Okay. And on the next page, we have a letter to you from Richard Lugar dated September 24th, 1984, to you. Does that look familiar to you?

A. Yes, it does.

Q. And what does it say?

A. It's a letter from Lugar thanking me for renewing my membership in the trust.

Q. And presumably he was head of the National Republican Senatorial Committee at the time?

A. I assume he was the chairman at the time.

Q. All right. Now, the next page we have a copy of an October 30, 1985, letter to Gracia Barker-Cross from yourself. Can you tell me what that says?

A. Can I tell you what?

Q. Can you tell me what it says?

A. It's just a transmittal letter for a $10,000 check to the trust.

Q. And do you recall having made a $10,000 contribution in 1985 as well?

A. Yes.

Q. Did that have anything to do with

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Birdview?

A. Not that I recall.

Q. Did any other entity reimburse you for that $10,000?

A. Not that I recall.

Q. So presumably that came out of your personal account and represented personal funds?

A. As far as I remember, yes.

Q. Could it possibly have been a reimbursement from someone else?

A. I don't recall that.

Q. Now, at the time that you made these contributions, and we discussed this a little bit earlier, you were aware of the prohibition against --

A. Yes.

Q. -- corporate contributions? And you were also aware of that in 1983 when the issue apparently first came up between you and Bud Ross?

A. Yes, I was.

MR. BLESSINGTON: I'm going to have the court reporter mark this as Owen Exhibit 16.

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(Whereupon, Owen Deposition Exhibit 16 was marked by the reporter for identification.)

Q. (By Mr. Blessington) Now, the exhibit consists of five pages, and it's pages from a report filed by the Dole for President Committee, Incorporated in January of 1988. If you want to take a look at it, and let me know when you're ready.

A. Okay.

Q. Now, this particular report and -- selected pages from the report was for January 1988. It was actually filed in February, and it covers the period from January 1, 1988, through January 31, 1988. Although the copy says 1988, I'm sure we're not that far along. And the first page is a summary page, and the second page is more of a detailed summary, and I'd like to go to the third page of that, which is one of the pages showing debts and obligations of the committee. And if we look down to item E, it indicates that there's an obligation involving Owen and Associates, Incorporated. Can you tell me about that at all?

A. I don't recall exactly what that was,

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but it probably was a reimbursement for office supplies that I used in conjunction with my activities for the Dole for President Committee.

Q. Now, did -- was Owen and Associates, Incorporated a vendor of the Dole committee?

A. No. No.

Q. So you believe this is a reimbursement personally --

A. If memory serves me, that's what it was. We certainly would not have been a vendor to the campaign.

Q. I see. On the next page, there's another debts and obligations page, and in item D, it's David C. Owen, and there's another amount there, outstanding balance of $2,191.43. Is this the same type of thing?

A. Same type of thing.

Q. And finally -- unfortunately it's difficult to read -- a computer printout of the committee. On the fifth item down, it indicates a disbursement to Owen and Associates, Incorporated for staff expense, and it indicates the disbursement was for the primary. Would this be the same type of thing?

A. It would just have been a

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reimbursement of expenses we had as a result of my activities on the Dole campaign.

Q. So what kind of duties did you have for the Dole for President campaign back at this time, late I guess '87 or early '88?

A. Actually in this time period, I had no duties with the Dole for President campaign.

Q. When did you have duties with respect to the campaign?

A. Up to about -- oh, somewhere around the middle of January of 1988. So most of 1987.

Q. And in 1987 what did your duties consist of?

A. Fund raising.

Q. Okay. You were a fund raiser. Did you spend any time doing organizing work?

A. Yes, I did.

Q. Did you do some of that work in Iowa?

A. I did it all over the country.

Q. So you did go to Iowa organizing caucuses?

A. No, not really.

Q. No?

A. Most of my activities were just in the area of fund raising.

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Q. I see. And you said that that ended in the middle of January 1988?

A. Right.

Q. And why was that?

A. It was because of the -- your newspaper articles that we referred to and the the fact that my association with the Doles had become a highly visible political issue. And I just decided that the best course for the Dole campaign was for me to resign, get out of the way so that they could get on with the Iowa caucuses without my role as fund raiser and close association with the Doles personally becoming an issue.

Q. Did you discuss that with Senator Dole?

A. No.

Q. You did not?

A. No.

Q. Did you send a letter of resignation to him or something?

A. I dealt with the chairman of the committee. I've got a mental block here on the name.

Q. Is that Bill Brock?

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A. Bill Brock.

Q. But in 1987 you were fairly active?

A. Yes, I was.

Q. And that was largely in the area of fund raising?

A. That's correct.

MR. BLESSINGTON: I'm going to ask the court reporter to mark this Owen Exhibit 17.

(Whereupon, Owen Deposition Exhibit 17 was marked by the reporter for identification.)

Q. (By Mr. Blessington) The exhibit consists of eight pages, and if you'd take some time to look through it, and let me know when you're ready.

A. Okay.

Q. Can you tell me the item that is reproduced on the first page of the exhibit?

A. It's a check that I wrote to the Iowa Republican Party for $2500.

Q. And can you tell me the circumstances surrounding the writing of that check?

A. The Iowa Republican Party, as many of the parties, have a very unique way of raising money, and that is when the presidential

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campaign gets around to their state, they very nicely go around and put the arm on all of the presidential campaign supporters, which is where you ought to be spending your time investigating, to raise money for their party activities; and so I wrote a check to them at their request.

Q. So you were requested by somebody in the Iowa Republican Party to write a check?

A. Right.

Q. It's dated September 8th, '87. Do you recall the person who asked you to write this check?

A. No, I don't.

Q. Was he an official in the state party?

A. I frankly really don't remember.

Q. Was he aware of your involvement with the Dole campaign?

A. Well, I'm not sure that it was even a he. It could have very well been a her. I really don't remember who it was, but certainly they were aware of my involvement in the Dole campaign. That's how they raise their money. They call all of the supporters of all the presidential candidates and ask them for a

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contribution.

Q. Did you discuss this contribution with Senator Dole?

A. No.

Q. You did not. Were you reimbursed by anybody for this $2500 contribution?

A. Not that I recall.

Q. If we can take a look at the next page. Does that look familiar to you?

A. Yes. That's my bank statement of October of '87.

Q. Okay. And it's broken up into two sections because it was a two-page statement.

A. Right.

Q. If we look down on the left-hand side of the page, we see on 9-11 a deposit of $2500. Just under that, there's a $12 N.S.F. item charge.

A. Right.

Q. Continuing down the page, we see on 9-18 that there was a deposit of $2500, and also on that same date a check in the amount of $2500, and below that another N.S.F. item charge. If we can go to the next page, there's a copy of a deposit slip. Does that look

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familiar to you?

A. I don't know that -- I recognize it as a deposit to my account, yes.

Q. And on the copy it indicates E.D.P., $2500. Do you know what E.D.P. is?

A. It's stands for just E.D.P. Enterprises.

Q. And what type of an organization is that?

A. It's a food service contractor.

Q. And who do they have contracts with?

A. They have a contract with Fort Leonard Wood to provide the meal service to the Army base there.

Q. I see. And why would you be depositing $2500 from E.D.P. into your account?

A. It could have been one of two reasons. I had an ongoing consulting contract with E.D.P., so it was either a payment under that consulting contract, or I also had a line of credit with E.D.P. against I think -- I can't remember the exact amount of the line of credit, but it was normal and customary for me to borrow money from E.D.P. from time to time throughout the year, and this was either an advance against

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that line of credit or payment on their consulting contract.

Q. Was that part of your consulting contract that you would have a line of credit?

A. No. It was an independent agreement between myself and the owner of the company.

Q. Who was the owner of the company?

A. John Palmer.

Q. John Palmer.

Q. If we go to the next page, we see a copy of a check from E.D.P. Enterprises paid to you, $2500. It's dated September 10th, and we have another copy of the deposit ticket that we just saw on the previous page, not quite as good. So presumably this would have been the check that represented that deposit?

A. I assume so. I don't -- can't match it up exactly.

Q. Now, it says general operating account. Does that give you any idea of whether this was part of the consulting fee or your line of credit?

A. No.

Q. Did you have a set consulting fee?

A. Yes, I did. It started off at -- I

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believe it was $2500 and was increased over the period of time that I had that contract with them, up to $5,000 at one point, I think, and up to $7500 at another point.

Q. What did your consulting involve with them?

A. It involved helping them, advising them when they were bidding and trying to get this contract and then helping Palmer set up his business, actually his entire business and his record keeping and accounting and just general business advice.

Q. Now, you said it was $2500. Is that per month?

A. Yes.

Q. I see. And you've indicated that you've attempted to get contracts for him. What did that entail?

MR. BEHM: I don't know that that's his testimony. Maybe you can explain what you were saying.

A. Well --

MR. BEHM: I don't know if Mr. Blessington knows anything about the E.D.P. situation or not.

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A. Well, E.D.P. -- John Palmer is a young black friend of mine who -- we went to the same college some years apart, and he had wanted to get into the 8-A set aside program through the S.B.A. to bid for food service contracts.

Q. (By Mr. Blessington) Now, the 8-A set aside is minority set aside?

A. That's correct. He came to me as he had done over the years for advice, asking how to go about doing this, and I did just exactly that. I advised him as he went along through the process of trying to get this contract.

Q. And did you talk to any lawmaker about this particular situation?

A. I don't really recall that. It was more dealing with the Army base with the S.B.A. both in Kansas City and in Washington.

Q. Did you ever talk to Senator Dole about this?

A. I don't recall specifically talking to him, but it could have happened. I don't really remember.

Q. Could he have made a phone call on your behalf?

A. I don't know.

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Q. Did you ever talk to Elizabeth Dole about that?

A. Not to my knowledge.

Q. Now, the next page, apparently they are the reverse sides of the deposit slip and the check, and it appears to be your signature of endorsement. And then continuing on, on the next page, we have a copy of a deposit slip dated 9-18-87 in the same amount, which is just a short time after the previous one we looked at. Would that jog your memory in terms of what it might have represented?

A. Not really. These checks, as I said earlier, were either payment on the consulting contract or advances against the line of credit I had with E.D.P.

Q. And on the next page, we have a check made out to you dated September 16th from E.D.P. Enterprises, Inc.,; and on the following page, we see the reverse sides.

A. Right.

Q. And it indicates that you've endorsed it. Did you ever speak to Mr. Palmer about a contribution that you made to the Iowa Republican Party?

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A. Not that I recall.

Q. So the check dated 9-8-87 that you wrote to the Iowa Republican Party which is on the first page of this exhibit is totally unrelated to these $2500 receipts?

A. That's -- I mean as I recall, there's no relation whatsoever. It was just my normal and customary way of doing business, and I think you'll find from looking at my bank statement there were also other deposits from other entities going into my account in and around the same time.

Q. In other words, that was the amounts that seemed to coincide?

A. That's right.

Q. We were curious about that. We didn't know whether somebody else --

A. Right.

Q. -- perhaps reimbursed you for the contributions to the Iowa Republican Party, but you're stating that categorically that was not the case?

A. No. This is -- what you see here is the normal way I conducted my business, and I had an ongoing relationship with E.D.P. And

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just to reiterate, they were either payments under the consulting contract or advances on the loan agreement.

Q. Did you ever pay off these advances?

A. Yes, I did.

Q. And do you have records of that?

A. Yes, I do.

Q. Thank you. I'm just going to ask you a general question now. You have indicated that you received corporate funds from Birdview that were used to make your contributions regarding the Republican Senatorial Trust membership. On any other occasion, were you ever reimbursed for any political contributions that had been made?

A. Not that I recall.

Q. When you say that, not that you recall, could you have?

A. I don't think so. I mean I think I would remember. I think I would remember that. To my knowledge, to the best of my recollection, that is the only time that occurred, and that was just purely an oversight on my part and a screwup. That was not an intentional method to avoid campaign laws.

Q. Turning to another subject about Bud

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Ross again.

A. Okay.

Q. Did Bud Ross ever indicate to you that he was making political or he made political contributions for which he was reimbursed by Birdview?

A. Never to my memory.

Q. Did you ever discuss that possibility with anyone?

A. No. I don't recall ever discussing that. To the best of my memory, I don't recall that discussion ever coming up with anybody.

Q. Do you know anything about an organization called Campaign America?

A. Yes, I do.

Q. And were you ever involved in Campaign America?

A. Yes. I raised funds for Campaign America, too.

Q. You raised funds for Campaign America. Can you tell me what Campaign American is?

A. That's the Bob Dole multipolitical actions committee.

Q. So you would pretty much do the same

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thing you did for his principal campaign committee?

A. That's right.

Q. Did you ever talk to Bud Ross about making contributions to Campaign America?

A. Yes, I did.

Q. And did Bud Ross ever make contributions?

A. Yes.

Q. But again, you never discussed how he was paying for that?

A. No, I did not.

Q. And it was your understanding that it came from his personal funds?

A. Yes.

Q. Well, I'm about ready to close. I'm going to continue the deposition in case we may need to clarify a point after we look at the record. But we can probably accomplish that by phone, if it's necessary at all.

MR. BEHM: By phone? I'm sure that you know Mr. Owen will continue to be available to answer any questions that you have.

MR. BLESSINGTON: Well, thank you very much. I appreciate that. I'm going to

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present you a witness fee and mileage check.

MR. BEHM: Off the record.

(Whereupon, a discussion was held off the record.)

Q. (By Mr. Blessington) You have a right to review and sign the deposition.

A. Okay.

Q. Would you like to do that?

A. Yes, I would.

Q. Okay. And I know we talked about confidentiality at the outset. Do you have any other questions about that?

MR. BEHM: Those are my questions. Those weren't Mr. Owen's questions.

Q. (By Mr. Blessington) Okay. Again, the act provides that notification of an investigation be made while the commission is conducting such investigation. A respondent may waive that. And as I indicated at the outset, it's arguably ambiguous, when there's more than one respondent in the case, the extent to which a respondent can waive his own confidentiality. If you have any questions on that, let me know.

A. That's already been very obvious because there's been some newspaper articles

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where some of the people you've already talked to, without releasing their name, talked to the press. And instead of being centered on them, I end up with my name splattered all over the paper. So it's not a very happy situation, but it's obviously one you can't control.

MR. BLESSINGTON: Well, that's the end of the record.

(Deposition concluded.)

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DAVID C. OWEN

Subscribed and Sworn to before me

this------ day of ----------, 1989.

Notary Public

County of ----------

State of ----------

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C E R T I F I C A T E

I, Melanie L. Smith, CSR, RPR-CP, do hereby certify:

That prior to being examined the witness was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this 4th day of March, 1989.

Melanie L. Smith

Melanie L. Smith, CSR, RPR-CP

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OGC 1826

TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

IN RE:

MATTER UNDER REVIEW 2582

DEPOSITION OF EDWARD L. GIBSON

CONFIDENTIAL

CONFIDENTIAL

Atlanta, Georgia

Thursday, January 19, 1989

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UNITED STATES OF AMERICA
BEFORE THE FEDERAL ELECTION COMMISSION

IN RE:)
MATTER UNDER REVIEW 2582)

- - -

Deposition of EDWARD L. GIBSON, taken on behalf of the Federal Election Commission, pursuant to the stipulations agreed to herein, before Elizabeth G. Cohn, Certified Court Reporter and Notary Public, at Suite 280, Federal Building, Atlanta, Georgia, on the 19th day of January, 1989, commencing at the hour of 10:00 a.m.

- - -

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- - -

EDWARD L. GIBSON,
being first duly sworn, was examined and deposed as follows:

MR. BLESSINGTON: This deposition is being taken pursuant to a Federal Election Commission subpoena issued in connection with an investigation under Section 437G of Title Two of the United States Code. The statute provides that the investigation must remain confidential until the Commission closes its investigation, although a respondent may waive confidentiality as to his own case. The investigation is designated as Matter Under Review 2582. My name is Daniel J. Blessington. I'm representing the Commission today.

EXAMINATION

BY MR. BLESSINGTON:

Q Could you please state your full name?

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A Edward Lane Gibson.

Q Mr. Gibson, you have a right to be represented by counsel. I note that one is here. Could you please identify him?

A This is Michael Green.

Q And I'll be asking questions today designed to elicit information regarding possible violations of the National Campaign Act. You are a respondent, and I will be asking you questions concerning your involvement in possible violations. However, I'll also be seeking information regarding the possible violations of other individuals or entities. The reporter will take down everything that's said. It will be typed and a transcript will be produced. For the sake of clarity, please articulate all of your responses and try to refrain from simply shaking or nodding your head. Please treat this proceeding as if you were in a court of law, and remember that you are under oath. If you don't understand a question, if you don't hear me completely, or if you need a break, please let me know. If you wish to qualify an answer any way, please do so. And if during the course of the deposition you realize that you gave an inaccurate or incomplete answer to a previous question, please let me know, and I'll give you an opportunity to amplify or clarify the record. What

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is your home address?

A 147 Hunters Cove, Roswell, Georgia, 30076.

Q And what is your telephone number?

A [redacted]

Q And are you married, Mr. Gibson?

A Yes.

Q And could you give me your spouse's name?

A Barbara Gibson.

Q What is your current occupation?

A Sales.

Q And what is your place of employment?

A Right now, it's -- I'm sort of in between jobs. It's a company that I'm going to work for that has just been incorporated. It's called Fund Time.

Q Fun Time?

A Uh-huh; F-u-n-d T-i-m-e, Fund Time.

Q Fund Time?

A Fund, as in funding.

Q Okay. And what kind of organization is that?

A It's a company that manufactures a discounted coupon book to be used by schools, civic organizations to raise money for whatever their needs might be.

Q What is your highest level of education?

A High school and two years of college.

Q Now, apart from consulting with your counsel,

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which I will not inquire into, have you done anything else to prepare for the deposition today?

A Well, other than going through a checkbook. And, as the subpoena referred to, I did make a phone call to an employee of Birdview, who is no longer there, who worked under me to determine the people that attended that dinner for Tim Wirth. I couldn't remember --

Q Who is that person that you spoke to?

A The person's name is Ed Gorsuch.

Q Ed?

A G-o-r-s-u-c-h. Yeah, he was a type of a person who, whenever we had shows, industry shows to attend, sales meetings, any type of function, it was Ed Gorsuch's job to make sure that the room was there and the tickets and all that type of thing and the trip that we made to Washington, all of the satellite industry made that trip that week. It was a show of force and to plead our case with different members of the House and the Senate that were -- we were trying to get a bill passed. So we demonstrated on the mall by having our equipment there.

Q I see.

A And he happened to have arranged that. And I couldn't remember the names of the people who attended that dinner that night.

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Q I see.

A And he would have known. So --

Q When approximately was this dinner that you are referring to?

A October. I think it was October the 29th.

Q Of what year?

A Of '85.

Q Of '85. All right. Well, I'll get to that in a while. I wanted to get some more preliminary information first. But he was the only individual, Mr. Gorsuch, that you spoke to about this?

A Uh-huh.

Q Okay. Have you ever worked for Birdview Satellite Communications, Incorporated?

A Yes.

Q And when did you begin your employment?

A In late '82. I think it was October, November; don't remember exact date, but it was late '82.

Q Were you hired for a sales position?

A Yes.

Q And how long did you remain in that position?

A I don't really recall. Actually, my job description changed several times between '82 when I went to work for him and 19 -- and in November of '84

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when I moved to Kansas and became an officer of the company. So I was a regional manager, and then we divided the country up into -- split it up. And I managed one half of it. And then so the job sort of changed.

Q Well, prior to moving to Kansas in 1984?

A Four.

Q Where did you live?

A I lived the first part of the -- of '82, I was living in Port Orange, Florida, because of the logistics of the size of the territory. As it kept growing, I moved to Atlanta, lived in Lilburn until I moved to Overland Park in November of '84.

Q Can you tell me who your supervisors were prior to November of 1984 when you became an officer, you say, of the corporation?

A Bob Summerville. Actually, the man that hired me, I don't even remember his name. He didn't last very long. I think he hired me, and like four months later, he was gone. So I really didn't -- I think I never traveled with him, so I just met him one time. He was a national sales manager. After that, we reported directly to Bob Owens, who was the executive vice president of Birdview. Then they took Bob Summerville, I believe, after that. And he was made

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national sales manager or a title there where he was involved in a supervisor of the regional managers of the company.

Q Is it fair to say that during that period that you really didn't work too closely under anybody's supervision?

A That's right. Well, I was in Kansas. I mean, I was in Georgia. They were in Kansas. At the time that I started with the company, there was zero accounts east of the Mississippi. So there was no business over here whatsoever. So the business that we -- that the Birdview did get was as a direct responsibility of my work. So I covered the south, first small areas, and then on my own, I covered larger areas. As the revenues built, the accounts built, we hired -- I hired people to put into the different territories and develop territories. From that, I became a regional manager and then so on.

Q Do you know a Charles A. Ross?

A Yes.

Q Known as Bud Ross, also?

A Yes, yes.

Q Now, what was his position with Birdview?

A President and board of director, chairman of the board.

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Q Did you know him before you began working at Birdview?

A No.

Q When did you first meet Mr. Ross?

A I actually cannot recall the exact -- I had seen Bud Ross but never spoke, never did speak to him at several shows. But I worked the booth, and he would never be -- he would always be somewhere else. So I never -- I never really was introduced to him. I think the first time that I can remember having any lengthy conversations with Bud was in the summer of '84. In fact, I believe that our conversation there in the summer of '84, he told me, was the first time that he ever recognized that I was really who I was in the company, and even, you know, we had never had any one-on-one conversation. And I think it was at that time that he decided then that somewhere along the line, he wanted to use me somewhere else in the company.

Q Would you say that's because your sales record was good at the time or --

A I think that's the only reason, yeah, and the ability to manage and hire people.

Q Did anyone recommend you for that particular position to Mr. Ross?

A That I don't know. I had some support from

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some of the people, the telemarketing people in inside. I got along well with the people in the field, and I got along well with the people I talked to on the telephone. We had people in the office that did telemarketing and that personally handled our accounts, so if we had an order, we would call them and line up shipments and credit and work out problems. So I got along well with these people. So --

Q Okay. Now, do you know a Robert Owens?

A Yes, I do.

Q And how do you know him?

A I knew Robert better, I guess, than I knew Bud because he was the executive vice president. He was the one that was involved in sales. Bud in those days stayed, the majority of the time, in manufacturing. He was always a designer.

Q And what did Mr. Owens' duties consist of?

A He managed the -- he managed the sales force, the telemarketing, the inventory control, distribution of the merchandise, and the equipment.

Q When you moved to Kansas in 1984, in the fall of 1984, did you work closely with Bob Owens?

A Initially, yes.

Q And you were at that point vice president of marketing?

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A Yes.

Q And he was executive vice president?

A Vice president. That's correct.

Q And what was your working relationship at that point?

A I don't think it changed. It was, you know, it was -- we had a good working relationship, I think.

Q But when you were a salesman, you reported directly to him?

A Uh-huh.

Q Then Bud Ross promoted you, essentially, to vice president. And did you continue to deal through Bob Owens at that point?

A Initially, I did, because I knew him and felt more comfortable with Bob. And I didn't know Bud that well. And Bud did a lot of traveling, was in and out and that sort of thing. You got to remember, the first two or three months that I was there, I was trying to find out just what I was supposed to do. So the first of '85, that's basically what I was trying to do was to determine my responsibilities. It was never -- my responsibilities was never laid out exact to me. You just took over what you thought you could handle or do whatever you thought that needed to be done. At that time, Bob -- we did make an organizational chart, I

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think, maybe three months after that so we could determine what his job was. And I slowly took over the responsibilities that Bob Owens had, distribution and the telemarketing people and the sales. But my main job that Bud brought me up there for was to manage the sales force and to increase sales.

Q Now, did you ever work with an individual by the name of David Hamilton?

A Yes. David was the, I guess, the finance officer, V.P. of finance. I don't remember exactly his title. When I first met him, I think he was just the finance officer.

Q When did you first meet him?

A I think I probably met him on one of the trips to Chanute; says meeting of some sort.

Q Back when you were a salesman?

A Yes.

Q And did you know him fairly well?

A Yeah. You know, I mean, not very many people working there, so, yeah, you knew him.

Q And then in your capacity as vice president, did you deal with him very much?

A Only when we -- when money was tight or I needed money for something or we, you know, that type of thing.

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Q Was money often tight?

A Always.

Q Is that what you found when you first got to Kansas?

A Well, money was always a -- money was always a tight thing. I think -- I don't remember. I didn't get involved in finance so much that I knew where money was coming from or how money worked in the company. I didn't -- I never got involved in that. I did to some extent later. But in those days, I didn't understand -- I never knew how much was in the bank. I never knew.

Q When you were a salesman, you mean?

A When I was vice president. We would need money. I would need money for a project. I'd just go downstairs to Hamilton, and we would discuss when that money could be released or how it was going to be released or where it was coming from or what the sales were going to be projected, whether we would have the money or not, that type of thing.

MR. BLESSINGTON: I'm going to ask the reporter to mark as Gibson Exhibit 1 a six-page document.

(Plaintiff's Exhibit 1 was marked.)

Q (By Mr. Blessington) Now, I've given you a copy of that, and just take your time and take a look at

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it, and let me know when you're ready for me to ask you some questions.

A I'm familiar with it.

Q As you can see, it is a six-page document, and it consists of apparently check request forms and some copies or tissue copies of copies of checks.

A Uh-huh.

Q Can you take a look at the first page?

A Sure.

Q Okay. And at the bottom third of the page, it indicates a check request. Can you kind of describe that for me?

A Yes. It's a check request dated 8-28-85. It's to Charles A. Ross. Reason for the request is travel advance. The amount requested is 15,000. It was requested by R. C. Farley, I believe, and approved by myself, Ed Gibson.

Q It's not a very good copy on that, but it does look like your name.

A It's my name.

Q Do you happen to know what this was for?

A I'm assuming travel advance.

Q Right above that, by the way, there is a copy of, a tissue copy of a check in the amount of $15,000?

A Yes.

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Q Which apparently is related to this particular check request. Now, if you take a look at the next few pages, your name does not appear on the second page. But there are several more check request forms such as this, some of which have your name on the check request?

A Uh-huh.

Q What was your role in signing check request forms?

A Well, I can't remember the exact dates. I'm looking at 8/28/85, 10/8/85, but somewhere along the latter part of or mid to latter part of '85, Bud fired Dave Hamilton and fired Bob Owens. And I'm only guessing the reasons because I didn't get involved in that firing, and I wasn't even there. In fact, I saw Bob Owens as he was walking out the door, and he didn't say two words. What I had heard was that Bob Owens was selling stock and, at that time, his job was to promote stock. Bud felt like that he was promoting it in one hand and selling it on the other side. And so he fired him. He had made a comment to Dave Hamilton that he was going to be out of town for a week and then that he would appreciate it if Dave Hamilton stayed there and watched the shop until he got back. I understand that when Bud left, Dave Hamilton left. And Bud called back and tried

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to reach him, and he was not there. So when he came back in town, they got into some sort of an argument, and he fired him. After that --

Q Excuse me. Did you hear that from Bud Ross?

A I don't remember how I heard it. Probably did, because it was discussed, you know, could have been over coffee or anything. But that's what I heard. I was not there present when he fired the guy. Their offices were two floors down from mine. After that, Bob Farley was the marketing controller and our bookkeeper. And all the money in the checks came into marketing, and from marketing, they would disburse to manufacturing and engineering. And it was agreed that they would get a certain percentage of the day's take.

Q Who would get a certain percentage?

A Engineering, manufacturing, in other words.

Q All the money would come into?

A Marketing, but marketing had a credit department. It would come in, and it would go into an account in downtown Kansas. And then the money would be disbursed for their operating expenses, based on a percentage. I don't really know. That percentage changed, I think, as crisis came up. But after that, any checks over $5,000 requested, it was always two or more people over $5,000. So after that, then I became a person that someone

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looked for when they had to get a check signed.

Q So what you're saying is that Dave Hamilton would have been one of those people prior to his being fired?

A Well, he normally was sitting right there, so he would be an officer of the company, and he could do that.

Q And he would normally do that?

A Yes. He would normally do that.

Q So it would have been David Hamilton?

A And Bob Owens, because they were the operational-type people in the company.

Q What about Doris Detwiler? Did she have any responsibility for signing checks over $5,000?

A Doris Detwiler?

Q Did you ever hear of her?

A I know Doris, but I don't even know a last name. You'll have to refresh my memory on what her function was.

Q I believe that Doris Detwiler was a controller or a bookkeeper.

A I don't know her.

Q You don't know her?

A I think that was prior to -- I think you're going back now. I believe that was someone who worked

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in Chanute and was before my time.

Q I see. And have you ever heard of an Esther Oliver?

A Name sounds familiar, but I don't --

Q Okay. They may have been before your time.

A I think so. I think that must have been '80 -- back when -- to go, to regress just a second, sometime in 1985, and I don't remember the dates here again, sometime in 1985, Bud decided to fragment the company and have an engineering department, manufacturing department, a marketing department. And corporate would be a separate identity. He did that so that he would -- that each of these divisions would stand on their own. Okay? Which meant that each division had to have some sort of a bookkeeping system.

Q This was in what time?

A '85. Prior to that, everything was done in Chanute, Kansas. And they had just moved to Overland Park two or three months prior to me moving to Overland Park. So those people that handled the -- Ed Hackrack and the people that he had working for him in Chanute, I really didn't know those people.

Q I see.

A And they were actually the -- I think the only person that moved up was Dave Hamilton.

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Q So Ed Hackrack, just for the record, was --

A He was the controller and the finance officer when I was with the company originally.

Q He was Dave Hamilton's predecessor, is that right?

A No. He was -- Dave Hamilton took his job.

Q Yes.

A If that's what you said.

Q But you say in '85, there was a segmenting of the various departments, and each had its own accounting function?

A That's correct.

Q Okay. Thank you. Now, with respect to any check requests, such as the ones that I showed you right now in Exhibit 1, did you know before you would sign a check request what that money was going to?

A No.

Q How would you come to sign the check request forms?

A I would sign quite a few of them, would just hit my desk, and I would sign them. You're looking at a very few of them. It could be an insurance bill. There could be the rent. There could be numerous things. Bud's $15,000 advance for a travel advance for Bud, he was going to Japan, is not out of the question, I

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wouldn't think. I mean, he did it quite often. He might be in Taiwan or wherever. I also know that Bud's expenses were not turned in daily or weekly. And they would reconcile his expenses at the end of the year. So Bud would -- might not draw money for expenses for awhile. Then you would see him in there pulling down some money. That could represent -- that could represent, I don't know, two months of his expenses. And that's kind of like the way, from the way I understand it, that's the way he did it.

Q All right. If we could just take a look at these pages here.

A Sure.

Q And I know that you haven't signed some of these, so if I could -- just with that understanding.

A Uh-huh.

Q On the first page, there's a date of 8-20-85.

A Eight?

Q Eight twenty-eight eighty-five.

A Okay.

Q In which he received $15,000 on a check request form that says it was a travel advance. You did sign off on that?

A Uh-huh.

Q Now, on 9-5-85 --

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A Uh-huh.

Q -- there's another check request form. Your name does not appear on that.

A Uh-huh.

Q But there's an amount of $50,000. The reason for request is expenses. That's a short time later, 15,000 and then 50,000.

A Uh-huh.

Q Turning the page, about a month later, on 10-8-85, there was a $25,000 request and apparently a $25,000 check to Charles Ross, and that was signed by you, apparently by you?

A Uh-huh. That was signed by me.

Q And on the next one, it's -- I apologize. It's a very poor copy. I don't know whether that's your name at the bottom or not. Looks like -- if I could fill in the blanks, maybe it is. But I am not sure of that.

A It could be. I don't know.

Q It wouldn't be unusual, from what you told me, because you didn't sign a lot of these things?

A Yes.

Q And that was $30,000. That was just two or three weeks later on 10-21-85. Not too long after that, there's $40,000. Excuse me. Moving on to the section,

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next page?

A I'm with you.

Q On 11-5-85, again approved by Ed Gibson, no reason for the request stated, but it's $40,000?

A Uh-huh.

Q And then finally, we don't have a check request form, but on the last page, we see that another check was cut, apparently on the same account, on 12-11-85 for $160,000. Do you have any idea what all that money was?

A Yes; the $160,000 I remember. I remember the sum of 160,000. I can remember these other sums. The only thing I can tell you what I know about it, and I think this was in the SEC claim that we discussed these very same checks. My recollection of those checks were that, at one time or another, Bud had stock to sell. The board of directors, specifically Jim Tirey, suggested that he not sell that stock. Bud said, I need money. And I don't know what the money was for, but he needed the money. Rather than to -- I think -- I do think I now remember that he had borrowed money against his, against his stock through American Express. That might not be right. Seems to me I recall that. He borrowed money against the stock. The value of the stock had gone down. But anyway, he needed some money.

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The check request and the check, the amount of the monies here, he received, and it came to a total of somewhere in the neighborhood of his loan. It was more money prior to that. Seems to me it was a loan around 300, $400,000.

Q A loan from whom to whom?

A From the company to Bud Ross.

Q Of how much?

A Three to $400,000. I don't know the exact amount of money. This was part of the loan because Jim Tirey called me. Bud was in Hawaii, and this is hearsay, because it's things I remember. And I can't put dates to it, and I can't remember, but I can remember conversations.

Q With whom?

A Jim Tirey, because I spoke to him on the phone. From what I gathered from Jim Tirey, another director, Dwight Blackwood, had called in and spoke to someone in accounting. And the person in accounting made the comment, did you see how much money Bud Ross has drawn out of the company in the last whatever the time period was. It was an enormous amount of money. Tirey -- Blackwood, being a director, called Jim Tirey. Jim Tirey, in turn, called me and wanted to know if I knew about the checks. And I said I did know about

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them. And he said, do you know that Bud's loan is -- and I still can't remember, between three or $400,000. I said, no, I didn't realize it was that high. I didn't know. And he wanted to know at that time where he was. I told him he was in Hawaii and gave him the phone number because Bud had called and left the number. When Tirey -- when Bud came back from Hawaii, there was a meeting with Jim Tirey, and that's where I heard that he needed the money, at a board meeting, that he needed the loan to satisfy a loan, as opposed to selling stock to satisfy it, which, at that time, the company did not want the stock sold.

Q Are you saying that you've heard that Mr. Ross was taking this money as a loan from the company in order to satisfy his obligation on a loan that he took out, a personal loan?

A I think so. It was an obligation that he had. I know he was -- I thought that it was to do with the -- he borrowed against the stock. That rings a bell to me. Whether that's really true or not, I don't know. Some of the things that went on in those days in board meetings, I was not privy to because they would hold the board meeting, and I was not a member of the board. So --

Q You would attend some board meetings?

A I would attend some, only to give sales

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figures and projections of what I thought the market was going to do.

Q Now, you mentioned that you knew of Bobby Summerville before?

A Uh-huh.

Q Do you recall ever telling Bobby Summerville that you would establish a slush fund for Mr. Ross' debts?

A No.

Q You don't recall that?

A That was never said by me.

Q Was there such a fund?

A If there was, I didn't know about it.

Q But beyond your previous description that -- which was fairly ambiguous about he might have had some debt that could have been related to a loan he took on the stock --

A Uh-huh.

Q -- do you know what he used the money for?

A Have no idea.

Q Do you know if he ever used any money that he received from Birdview in this fashion to make political contributions?

A I don't know that.

MR. BLESSINGTON: I'm going to have the

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reporter mark Gibson Exhibit 2.

(Plaintiff's Exhibit 2 was marked.)

Q (By Mr. Blessington) I've provided you with a copy of that, Mr. Gibson. If you could just take a look at it and let me know when you're ready for me to ask you questions.

A Go right ahead.

Q Well, there are three -- this is a one-page exhibit. And there are copies of three checks on what appear to be Charles A. Ross' personal account. I'll ask you to take a look at the second one in particular.

A Okay.

Q And can you tell me what that is?

A Well, it's a -- looks like a personal check, Charles Ross, and it looks like it's made out to Friends of Albert Gore, Jr., dated September the 1st, '84 for the amount of $1,000. It's noted that it's Campaign '84.

Q And are you familiar with any contributions that Mr. Ross may have made to the Gore campaign?

A Yes, I am. I'm looking at the check. About this time, we had an industry meeting or show in Nashville, Tennessee. Albert Gore was a sponsor of the bill that we were trying to get through Congress, putting a ban on scrambling satellite signals, or

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moratorium on it. At that meeting, Bud, his wife, Ganella -- that was when I first met Bud, by the way. That was when we first had our long conversation.

Q This was in the fall?

A Of '84. That is when we first had a one-on-one face, that we actually talked to each other as opposed to quick --

Q And this was where?

A Nashville, Tennessee.

Q And at an industry --

A Industry meeting, uh-hun. And the vice president from Japan had attended that. He came to the United States once a year or twice a year, and he was in Nashville. And they had the meetings, and we had meetings and so forth all during the four days or five days or whatever it was. Mia Gowen, the Japanese vice president, had to leave for Japan. Bud and Ganella decided that they were going to leave early and go back to Kansas City with them. It was sometime in the a.m. of one of the days, I took Bud, Ganella, and Mia Gowen to the airport. They took an Ozark flight and left for St. Louis. At that time, Bud asked me would I give an envelope to a cocktail party for Al Gore. And he said, you and your wife -- my wife was with me -- you and your wife attend the thing. It's a reception,

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drinks, and that type of thing. And I said yeah. So I took the envelope. At the time, I didn't know what was in the envelope. I was to just turn the envelope in; didn't pay any attention to it. That night I went to the fund raiser. I made a comment that I thought -- I opened the thing up when I got there to find out just really what it was. My recollection was it was a check for $2500. Now, I'm looking at a check for $1,000. Any --

Q But it was the same time period that you were talking about?

A It was the same time period, and I had -- I handed the check to somebody that I don't even remember who or how. I gave the check to somebody. I guess somebody met me at the door, and I handed it to them.

Q Somebody associated with the Gore campaign?

A Uh-huh. We just stood around and had a drink, was introduced to Al Gore. We talked a little bit about the industry and what we hoped would happen and where it was going. And I left.

Q Did Bud Ross ever talk to you about that particular contribution at any length?

A No. I never gave it -- I personally never gave it a thought.

Q So he didn't indicate that this was important for the corporation to make this contribution or any

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such thing?

A No. He never made -- if he did, I don't recall, other than, go to it, and that I had planned to attend it. And I can't be there. So would you and Barbara go for me. And I said I would. But you have to remember that it was not uncommon for the state that the industry was in, threatening all the time for scrambling, for our industry to be closed down, as eventually it was. And scrambling was the straw that broke the camel's back. So the industry's space group that represented all the satellite manufacturers -- it was not uncommon for Bud Ross to contribute money to that organization. As a matter of fact, they -- the manufacturers were pledged to give so much money to that organization to keep it afloat so that we could fight scrambling by the cable companies.

Q These are the manufacturers, the manufacturers that belong to this organization? Can you tell me the name of the organization?

A Space.

Q S-p-a-c-e?

A I don't really remember. If I looked at it long enough, I probably could --

Q Okay. I think I have the --

A Do you have it? I'm racking my brain.

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Q It's a mouthful; The Satellite Television Industry Association, Incorporated, The Society for Private and Commercial Earth Stations?

A That's what it was. I knew it was society. My mind wouldn't go.

Q Now, you say that manufacturers belong to this particular organization and were committed to supporting it?

A Supporting the industry, supporting it so that it could --

Q So it could ultimately get involved in political campaigns, I imagine, with its separate, segregated funding?

A I would say, yes. I never made any kind of connection politically. They were constantly doing direct mail pieces to people. They were constantly trying to educate. They were trying to put standards in the industry, as far as the equipment goes. They were trying to -- those days, they were trying to teach installers how to install equipment, that type of thing.

Q Well, I want to get back a little bit more to what Bud Ross -- this particular contribution and to Senator Gore's campaign. And, granted, this happened in 1984. And I have shown you an Exhibit 1, a number of requests for reimbursements or expenses that occurred in

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1985. But you did work fairly closely with Bud Ross, at least beginning in the fall of '84, did you not?

A No, not in the fall of '84. I don't think I ever worked closely with Bud until probably the spring of '85.

Q Okay. Well, from the spring of '85 on, you started to work more closely with Bud Ross. How did he view Birdview and the money which Birdview had? Let me tell you what I'm getting at. It seems to me that he received money from Birdview at will. If he wanted some money, apparently he got the money from Birdview. Is that a fair statement?

A (Witness nods head affirmatively.)

Q Did he see any distinction between his own personal funds and the corporate funds of Birdview?

A I think he did. I don't know all of the -- I guess if we could go back and had the minutes of different board meetings, it would probably explain a lot, because these things would come up in the board meeting. And I don't know. I think there was -- there were things that happened back before my time where Bud was supposed to satisfy a partner in the company. And, I mean, I don't really understand. But I do know that there were some things that Bud was doing that the board was fully aware of. It was -- Bud would

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go to the board, and if they asked him about the money, Bud would tell them, I needed the money because of the stock, if you want me to sell the stock or whatever it was. And that normally was between the board of directors and Bud. And --

Q Was it your understanding that the checks that were received that we looked at in Exhibit 1 represented corporate funds and to be used for corporate purposes, as distinguished from a salary check?

A Well, to be honest with you, I didn't know what they were to be used for.

Q Were you familiar with the particular account that was utilized in these check requests?

A Uh-huh.

Q That was not an account for the personal use of --

A No. It was a corporate account.

Q So presumably for corporate business?

A Yes. But, here again, I can go back and cite -- I can cite things that, you know, I've always had the feeling when I first went there to work for Birdview or when I first -- the first several years, couple of years I was working for Birdview, I never gave it a thought that the company was public owned. I mean, I didn't give it a thought. I mean, Bud ran the company the way Bud wanted

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to run the company. And his entrepreneur type of doing things, I never gave it a lot of thought. I mean, if he wanted something, he would push till he got it, whether it be the board of directors or anybody else. And he had been successful. And I think the company would probably be successful today if we hadn't had the problems with scrambling and the money dried up completely. But I can remember sitting one time in a board meeting when Bud and Roger Williams were reimbursed for $60,000 that they had made on a down payment of a paint machine.

Q Who's Roger Williams?

A Not Roger Williams; Roger --

Q Would it be Roger Mason?

A Mason, Roger Mason, that they had put some money down for a paint machine that they had bought somewhere back in Ohio or something. So, you know, it was kind of like he would walk in and say, I need my 60,000 back. So it wasn't uncommon to see that kind of thing going on. And usually didn't question him when he -- because you knew that he had the authority of the board of directors and that everything was sort of aboveboard, regardless of what he was using the money for.

Q Now, we've just looked at the check, or a

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copy of the check to Senator Gore's campaign. Are you aware in general of any political contributions made by Birdview employees?

A The only awareness that I have of that came from a newspaper article that was published either in the Kansas City newspaper or the Kansas City Business Chronicle.

Q Are you talking about a year or so ago?

A Uh-huh.

Q But while you were actually working at Birdview --

A No.

Q -- you were not aware of any --

A None.

Q -- political contribution?

A (Witness shakes head negatively.)

Q So you never discussed it with David Hamilton or Bob Owens?

A No.

Q Incidentally, before I get any farther, I don't want to forget, but when did you leave Birdview?

A May of '86.

Q And can you tell me the circumstances of --

A I resigned from the company.

Q Can you tell me any reasons why you resigned?

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A Yes. There was a conflict of interest about the way I had handled a cash transaction.

Q Could you expand upon that at all?

A Yes. I had at one time had a conversation -- well, to go back, it is lengthy. To go back, we had -- at one time Bud had decided that we needed eight regional managers and 40 sales people. By expanding the sales force, he felt like that it would increase sales. And moving eight regional managers or hiring eight regional managers and moving them to Kansas City was expensive. The expenses ran up, whatever. At the same time, he hired a guy by the name of Mike Van Deelen, and I think brought him up from Dallas. Mike at one time came in to Bud and said that one of the comptrollers, I believe his name was Spielman, had mentioned to Bud -- mentioned to Van Deelen that the 20 some odd thousand dollars that was going to be brought in for moving his furniture, he was going to pay taxes on it. Van Deelen said, that was not the deal I cut. I don't feel I should have to pay taxes on that 21,000, blah, blah, blah. And Bud had a check cut that day to offset his taxes and whatever. And, at the same time, I told Bud, I said, well, we have guys in the sales force that are going to be hit with 15 and $20,000 for moving expenses, one guy from Seattle, here, or in that area out there to

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here. And Bud said, well, maybe what we can do is take a lot of our old receivers and sell it to one of our dealers that have been reworked or whatever for cash, and we'll use that cash to give to our -- as a, you know, moving expense.

Q I'm not sure I fully understand. You said something about receivers?

A Uh-huh.

Q What receivers are you talking about?

A We had changed electronic models of a receiver from one to another, and we had an abundance of the old receivers that had been returned because they were defective for one reason or another, and they were reworked.

Q I see.

A So they were obsolete receivers. We really didn't know what to do with them. I told Bud, I says, maybe we can find somebody to buy them. I made a comment to the national sales manager, the same comment. The national sales manager came back to me about two or three weeks later and said, I've got somebody that would like to buy 50 of those receivers.

Q Who was the national sales manager?

A Bill Winters. So we tossed the idea around and said, well, we talked about it. The next thing I

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know, Bill Winters is there with $12,000 in his hand, $12,500 in his hand. And he said, I shipped them to him, and I got cash for it. And I said, well, I don't know what to do. At the time, I said, I don't know what to do with the cash. Bud had been coming, running in here two or three days prior to that and said, any of the deals that we had talked about selling the receivers for cash, forget it. He said, I think it would cause too much attention and too much heat. And he was really adamant about it. And he could flare off, you know, at any time. So I didn't say anything. So Bill Winters and I put the money in the checking account. My biggest mistake was not putting it in the checking account under Birdview's name, which was a mistake that I made. So when that eventually was found out and everybody confessed to the thing, I took the 12,000 out of the checking account of -- the savings account that I had it in and gave it to Birdview. At that time, I feel that the board of directors thought that that was going on in massive -- that it was done all the time when, in fact, it wasn't. And Winters and I said, no, it only happened the one time. And we were scared and didn't know what the hell to do with the money. And we made a mistake, and here it is.

Q This was Bud Ross' idea initially?

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A Yeah. And so I gave him the 12,000 back and resigned and went out and hired an attorney, because, at that time, they were bringing in everybody; Touche Ross and everybody in the world. And they closed the place down and went through every scrap of paper in the building. And, of course, at the end of it, there was only the one time and nothing else had been done. And I haven't spoke to Bud Ross since that day.

Q So you had had a falling out with him prior to your resignation over this?

A Over that, yeah. I mean, it was kind of like, you asked me to do it, and then all of a sudden, you don't know anything about it when -- and there was a clue that I had that something was going to happen because, just after that, Bud came running up to me and said to Ed Gorsuch, as a matter of fact, that my son or daughter or whoever it was that got married was catered and apparently was paid for by Birdview. And Bud insisted on writing a $3,000 check to cover that food. And Ed Gorsuch said, it's been four months ago, and the bills have been paid. What do I do with the $3,000? And he said, I don't give a damn what you do with the $3,000. I want to pay that bill. So apparently Bud had paid every bill up to that one, and that was when he got extremely nervous. And Touche Ross people were there,

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in there. But Touche Ross people were there, in there at the end of the year anyway doing different kinds of things. They had gone in, confiscated the advertising room to go through to see if there was any hanky-panky in the advertising money or anything else.

Q Is it possible that Bud Ross could have paid for these wedding expenses by simply getting check requests authorized from the account we discussed?

A It could have been. I don't even know how it happened. I don't even know how it was paid for. But I do know that I overheard that conversation, and that was the time Bud was awful jumpy.

MR. BLESSINGTON: I'm going to ask the court reporter to mark Gibson Exhibit 3.

(Plaintiff's Exhibit 3 was marked.)

Q (By Mr. Blessington) As you can see, it's a two-page document. And I'll give you a chance to take a look at it for awhile. And let me know when you're ready.

A Un-huh. Okay. I'm ready.

Q Well, as you can see, the first page is a check request form, not too different from the type of form we saw in Exhibit 1.

A Uh-huh.

Q Could you describe page one to me, please?

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A Uh-hun. It's dated 10-10-85. It's made out to Wanda Bowman. It's a request for bonus on payroll for the amount of $500, approved by myself, Ed Gibson.

Q And on the second page, we have copies of four ADP payroll statements?

A Uh-huh.

Q And the third one down the page would seem to relate to that bonus, would it not?

A Yes, I would think so.

Q Are you aware of this?

A Not for the life of me. I don't know what that was for.

Q You have no recollection of it?

A Unh-unh. Wanda was Bud's personal secretary. I have no idea what it's for.

Q Would this be part of your general duties of signing this type of check request?

A If somebody else wasn't there. In other words, if I was in the building, it would be. But I have no earthly idea what the bonus was.

Q Are you aware of any bonus program or policy that was in effect in October of 1985?

A No. If it was, Wanda works in corporate, and I had very little to do with corporate business, you know. I was involved in marketing. In fact, Wanda and

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I didn't really get along, and I said very little to her. She was Bud's personal secretary and handled all of the corporate business. So for me to sign one for Wanda meant probably nobody else in the building. And I note that there was taxes taken out of it, and it could have been that he gave her a bonus for -- could be anything. She traveled and, you know, she did things that --

Q Was it unusual during this time, the fall of '85, for bonuses to be given to individuals?

A Not that I know of. I wouldn't know. I didn't even know what her salary was or her program.

Q Her salary, if we can just take a look at page two, we're dealing with two-week pay periods, appears to be $1,250 per month. I think that works out to about 30,000 a year. Were you aware of any other bonuses being given to people at this time?

A I think I know that -- and I don't even know if that was the time period or not, but there was three bonuses given to myself, Roger Mason, and Steve Phillips.

Q You can't recall when that was done?

A No, I sure can't.

Q Do you recall what you received the bonuses for?

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A It was just -- yeah, I think probably we were screaming about pay raises. They had been on -- no one had had a pay raise for I don't know how long, and everybody was working long hours, and they agreed to $12,000 bonus.

Q Per person?

A Person, only for the three people; myself, Steve Phillips, and Roger Mason.

Q I see.

A But other than that, I don't.

Q Now, I know you weren't the finance officer, but what kind of shape was the company in in October of '85?

A I really don't know. I would have to go back and look and see. I would guess that the company was fairly good, good position because sales, normally during the course of the year, increased in September and were good through till January. So sales were normally the 40 percent of the year or better. So cash flow probably was better.

Q Well, you are aware that --

A Sales were up.

Q You are aware, of course, that Birdview was in Chapter 11 bankruptcy?

A Yes.

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Q So are you suggesting that its demise came rather quickly? I mean, could you see it coming?

A Well, the day that we found out that scrambling was going to take place, we knew then that it was going to crash on us. We didn't know -- no one figured it would be that type of stoppage. I didn't predict it. And I was the marketing manager of the company. We were still -- I still was very optimistic that things were going to pull out.

Q Well, just wrapping up this particular exhibit, you can't recall having approved it?

A No, I can't. I probably approved it, but the reason being, I don't know.

Q And you don't know whether or not bonuses were common or not at that time?

A No. If they could be doing in manufacturing, they could have had a program that I have no -- didn't know anything about, as far as what they did. As far as turning out numbers and things like that, I have no idea.

MR. BLESSINGTON: I am going to ask the court reporter to mark this as Gibson Exhibit Number 4.

(Plaintiff's Exhibit 4 was marked.)

(Brief recess.)

Q (By Mr. Blessington) We just took a short

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break. I don't think we have a great deal more. We'll be able to wrap up this morning. We've just marked Gibson Exhibit 4. And I'll give you a copy of that, Mr. Gibson. Take a look at it, please.

A Sure.

Q You ready?

A Sure.

Q There's not much to it, I realize.

A No.

Q Basically this is a -- it's a one-page document, and it's a copy of a check that was written to Dole for Senate, which is Senator Dole's campaign committee, by Wanda B. Bowman, what appears to be her personal account. The date is October 9th, 1985.

A Un-huh.

Q Now, on the very next day, as we can see from Exhibit 3, she received a $500 bonus, the one that was approved by you. But you, as you testified, you couldn't remember the circumstances of. I don't know if this refreshes your recollection at all about any discussion that might have been held on the 9th of October about a Dole fund raiser.

A No, it does not, to me, no.

Q Was there a -- do you recall -- I know we're going back years here, but do you recall that there was

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a board of directors meeting on the 9th of October that you attended?

A No, I really can't.

Q You don't?

A No, unh-unh. If I had something from that, I probably would remember, but I don't. You say night? Did you say night?

Q October the 9th?

A Oh, the 9th.

Q October 9th? So you're not aware of any board meeting that was running late and where Bud Ross might have said that he couldn't attend a Dole fund raiser and had Wanda Bowman go with Ganella Ross instead? You don't remember that at all?

A I don't.

Q Well, just for the record purposes, I just want to indicate that the $500 bonus that Ms. Bowman did receive on 10-10-85 netted out to 391.75. And on the previous day, she wrote a personal check to Senator Dole's committee in the amount of $250. Now, I think I'd like to ask you some questions about Space, which we discussed a bit earlier. And I'm going to have the reporter mark Gibson Exhibit 5.

(Plaintiff's Exhibit 5 was marked.)

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Q (By Mr. Blessington) Now, this is a three-page document consisting of pages from reports filed with the Federal Election Commission by The Satellite Television Industry Association, Society for Private and Commercial Earth Stations, and by the Committee for Tim Wirth. If you want to take a couple of minutes to take a look at that, let me know when you're ready.

A This is a -- oh, this is from the satellite.

Q What happens is, each political committee is required to file reports of their receipts and expenditures with our agency, and we got these from the reports that were filed with our office by both Space on page one. And on pages two and three of the exhibit, they came from reports from Tim Wirth's Committee.

A Uh-huh. I've read them.

Q Okay. If we can just go down the line here, on page one, under entry B, it indicates that Edward L. Gibson, employed by Birdview Satellite Communications, made a $1500 contribution earmarked to the Committee for Tim Wirth through Space. Is that what you --

A Yes.

Q -- see there?

A Uh-huh.

Q I know it's possibly a little bit confusing.

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In any case, it was for the general election, although if we go to page two, we see that on 12-31-85 -- pardon me. Going down to entry C, third one down, that the Tim Wirth Committee reported having received this earmarked contribution from you through Space on 12-31-85 in the amount of $500. Do you have that? Is that page two?

A Yes.

Q Okay. And finally on page three, another page from a report from the Wirth Committee, we see that there is a contribution from Edward Gibson dated 12-31-85 in the amount of $1,000. This was the primary election that was earmarked also through Space. Can you explain the circumstances of these contributions?

A No, I can't. The only thing that I can tell you is that on the 29th of October, I attended a dinner in Washington, D.C., at which time I was instructed to give a $3,000 check made out to Space PAC, which I did there. And, to this day, I didn't know -- I guess I'm naive, but I didn't know it was for a contribution. We were attending a dinner. And it was made out, you know, we was giving the money to Space. And I really didn't question where it was going or how it was going.

Q So who did you -- pardon me. Let me start again. This was a dinner in Washington, D.C.?

A Uh-huh.

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Q And it was -- can you explain the dinner itself to me?

A This was the time, if we go back a little bit, when we had all attended, all the industry had attended a demonstration in Washington to show our strength and to plead our cases. And I had gone there with Wanda Bowman, Mark Sally, who is the counsel for Birdview, Bud, Ganella, myself, Bill Winters, Ed Gorsuch, and several other people that were involved in the company; quite a few, as a matter of fact. And we went up there in force. And Birdview brought 75 dishes up, and we put them down the mall there in front of the Capitol, the Washington Mall, and had a demonstration. My job, when I was there, was I went with the attorney, and we went to see Casenbaum and Dole and everybody we could. And we just explained why we thought that the HR bill, whatever, should be passed. Got the same answers from everybody. But that night or sometime during that week, there was a dinner at one of the hotels. And I can't recall the hotel where we went over for dinner. And there were several speakers. One of the speakers was Tim Wirth from Colorado.

Q Who hosted the dinner?

A I think Space. In fact, I would almost say that Space was, because I remember, I remember when I

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went there, I don't remember the hotel, but I do remember going up the stairs. And there were tables set up like we were entering a dinner, and Space people were there with how many tickets for dinner and whatever, whatever, whatever. And that's when I turned in the check, that check receipt that you see there for $3,000.

Q Well, let me introduce that now before further discussion.

MR. BLESSINGTON: Could you mark this Exhibit 6?

(Plaintiff's Exhibit 6 was marked.)

Q (By Mr. Blessington) Now, Gibson Exhibit 6 is a one-page document that you gave me this morning. Do you have a copy of it?

A Yeah.

Q Now, this is my only copy of it. Could you explain to me what this is, Mr. Gibson?

A Uh-huh. It's a check register, check numbered 629, dated 10-29. There's a notation on the description of the transaction, Space PAC for Tim Wirth. The check is in the amount of $3,000.

Q And this is a copy of a page from your check register?

A Yes, it is.

Q Your personal?

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A My personal check.

Q And that's the account that you had with the First Continental Bank in Overland Park?

A Yes, it is.

Q And was that in your wife's name, as well?

A Yes, it is.

Q. Okay. If we take a look down the entries that you have, 629, Space PAC for Tim Wirth, which you just mentioned, $3,000, that's 10/29, right under that, there's an indication, there's a deposit on 10/29 in the amount of $3,300. So it's the same day. Can you tell me what that is?

A Yeah. The only thing I can think of is, I don't believe that that $3,300 was the reimbursement. I think the check for 5739 was the reimbursement. On 10/30, you see, it's marked. The way I keep records could not maybe have been 10/30, could have been 11/1. It's entered in there. But I would think that that $5,730 entry for deposits was -- I was on the road seven or eight days prior to going to Washington. And then I was in Washington for a period of seven days or so. And I think if you take that, probably coupled with the $3,000, which was reimbursed for that Space PAC check, it probably came to 5795.

Q So you don't know what the 3,300 is?

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A No.

Q What is the indication under there on the left-hand side under the check number that you have for that deposit? It looks like BB or something. I can't make it out.

A No. I usually -- I probably was messing up. If you look under it, it looks like 630 is under it. It looks like I wrote zeros across it or something, or my wife did.

Q So you just have it in there as a deposit?

A I don't -- if you look down at the bottom, it says, deposit, D, over there.

Q Uh-huh.

A Now, if you go back, one of the things it could be, that $3300, that could be a combination of expenses in my paycheck for the first of the month plus my paycheck plus the expenses for maybe the week or two weeks prior to that. And my secretary did my expenses. I gave her all my receipts and so forth, and she did my expenses and also made my deposits because the bank where I worked was the same bank she did, and it was like walking distance from the office. So if I was out of town, I would have her take my expense checks whenever they came out of accounting, and she would dump them in there for me.

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Q So what you're saying, there could be two weeks' checks here, regular paycheck and expense check, that made up this?

A Thirty-three hundred deposit, that's right. And I probably came back from Washington out of breath wanting the $3,000 for the check I wrote. And that's the reason you see a check so close to that date. In other words, I can imagine myself giving a $3,000 check in Washington, probably had other out-of-pocket expenses. And I wanted my 3,000. So when I came back, I probably filled it and had it filled out, went straight downstairs and said, give me my money. And that's the reason you see the -- so I could cover that $3,000 check.

Q What were you making on a biweekly -- did you get paid on a biweekly basis?

A Uh-huh.

Q What were you making?

A In '85, I think my income for '85 was 88,000.

Q Okay. All right. Can we get back to the contribution to Space PAC for Tim Wirth, which is indicated both in the pages of the reports that you see in front of you and in your own account? Can you tell me the circumstances of that?

A No. The only thing I can remember, the only

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thing I can remember is that we attended a dinner that night. And, as I said, I was with a group of probably eight or ten people, and I'm sure that I was told that I would be reimbursed for the $3,000, and the 3,000 was the amount of money that I was to make the check out for. And, obviously, I did that, and it was made out to Space PAC. Surrounding that, I don't even --

Q Who told you to make out the check?

A I'm sure Bud would be the only person that would.

Q Did he tell you why to do it?

A No. I don't remember that. The first time when I received the subpoena, the first thing I did was go back and say, what are they talking about? I never gave any money to anybody. And it wasn't until I went through my checkbook that I even remembered that. And my wife remembered it. My wife remembered it more than I did. And she said, oh, yes. But her recollection of it was it was not a contribution. It was for all those tickets you bought for that dinner. And I said, well, maybe that's what it was. But I'm sure that if it was any ticket buying for dinners, I would have been the one buying them because that was a normal function of mine.

Q But your recollection is, of course, that Space PAC --

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A Yes.

Q -- hosted a dinner, and Tim Wirth was one of the speakers at the dinner?

A That I can remember.

Q And you've even indicated yourself that it's Space PAC for Tim Wirth.

A Tim Wirth, uh-huh.

Q So it certainly seems to be a contribution, or at least part of which went to Tim Wirth, according to Tim Wirth's reports. Where the other 1500 is, we don't know. And Space PAC presumably could have just kept that itself and done with it what it pleased.

A Well, I don't know. If you take all of these and add it up, it is $3,000.

Q Not really. No. See, what you have here is Space PAC having reported receiving $1500 from you, not 3,000.

A I noticed that.

Q There seems to be a discrepancy here, actually, because Space PAC reports having received 3,000 from you. Okay? And indicates that -- excuse me. Did I say 3,000? Fifteen hundred from you.

A Fifteen hundred.

Q And reports that these were earmarked for the Wirth campaign. And, consistent with that, the Wirth

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campaign reports having received $1500 from you, 500 for its general, 1,000 for its primary campaign. Now, also on this same date, Charles Ross seemed to have made a $1500 -- reported as having made a $1500 payment to Birdview. Do you think it's possible that your $3,000 check could have also included 1500, supposedly from Bud Ross?

A I have no way of knowing. I don't remember that, if that's the way it was.

Q Tell me a little bit about Space PAC, if you know about it.

A Well, I don't really know anything about Spac PAC. I know it's Space, the organization Spac. I mean, it was just the industry's spokespeople.

Q When I say Space PAC, PAC would be its Political Action Committee. Only political action committees can give to --

A I really don't know anything about it.

Q Do you know if Bud Ross was very much involved in it or --

A Don't know that, either. He was very much involved in Space, period. I mean, very active. He supported it probably as more if not better than any other manufacturer. We were a large supporter of these people at Space.

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Q So your best recollection about that particular evening is that Bud Ross told you to write a check for $3,000 and hand it to somebody?

A Right.

Q And that you would be reimbursed for it?

A That's right.

Q And you recall being concerned about an amount of money coming out of your personal account like that, and you were reimbursed immediately upon your return --

A That's correct.

Q -- to Kansas?

A Uh-huh.

Q But, beyond that, you never discussed it with him?

A No. I don't think I ever discussed it with him after that. I think as soon as I got my money, I forgot it. Once I had my money, there was not any discussions after that.

Q This was a political event? You were aware it was a political event, were you not?

A Yes.

Q Does it particularly surprise you that you see contributions having been reported by anyone?

A This surprises me. That surprises me. But

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the next two pages surprise me even more. You got to remember that every time we attended a function for the industry, Tim Wirth, Al Gore, guy from Louisiana, senator from Louisiana --

Q You said Louisiana?

A I can't remember his name; funny guy, big supporter of ours. Anybody, those people, Al Gore probably was at most of our industry gatherings. So it was not uncommon for me to walk into a room and have dinner and whatever and whatever. It was a cocktail party prior to that and then dinner and to have Tim Wirth or Al Gore speak or the senator from Arizona, Goldwater.

Q Goldwater?

A So it wasn't --

Q I think you are referring to Bennett Johnston maybe before?

A I don't really know; real dark-headed guy, just kind of a funny guy, or gave a -- didn't put me to sleep like Al Gore might. But it was not uncommon to go to those dinners and have somebody like that speak. So, and I can't truthfully say that every one of them I ever went to was a political type thing because the one in Washington, when we went, everybody in that room that was listening to him was involved in satellite

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communications of manufacturing, those things, just like any other industry meeting that we had.

Q As far as you are concerned, the $3,000 that you did give to Space that night was Birdview's obligation, not yours, is that correct?

A That's right.

Q I mean, you were not coming up with $3,000 out of your own pocket, and you never intended to?

A I never intended to. I couldn't have afforded it if I wanted to.

Q Okay. But beyond this seeming contribution that you made --

A Uh-huh.

Q -- you never made any other contributions to a political campaign?

A No.

Q And you never discussed the matter --

A No.

Q -- with anyone at Birdview?

A No.

Q Do you know someone by the name of Dave Owen?

A Yes, I do.

Q And can you tell me how you know him?

A David, the first time I ever met him was, Birdview was putting together a land deal to build a

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building for manufacturing. And Dave Owen was involved in the financing and the location of that piece of property in Spring Hill. Other than that, I don't know who he was, or I didn't, you know --

Q Did you ever meet him?

A Oh, yes, played golf with him. Went to a dinner at -- got together at his country club and played golf and had dinner at his house among 50 other guys. You know, just kind of a --

Q Fifty of his closest friends?

A Yeah, of his closest friends. Half of them I don't know who they were. Yeah, I do know. I played golf with the banker from Tulsa. So it was a scramble type thing, the only time I had ever been at his house, the only time I had ever been with the man socially.

Q So you never spoke to him about politics or any such thing?

A No. I do know from conversation that he was once lieutenant governor of Kansas. I do know that, that apparently he was close to Dole because when Bud and Gandle went to the inauguration, Reagan's inauguration, they went with Dave Owen. You got to remember that I didn't even socialize with Bud. I probably was never in Bud's house more than four times. So my nose was kept in the grindstone to do one thing;

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bring in revenues. So --

Q I see.

MR. BLESSINGTON: Well, I'm about getting ready to close. I don't know if there's any questions that you want to put to maybe clarify some points.

MR. GREEN: None whatsoever.

MR. BLESSINGTON: Okay. Well, I'm going to close for today. I am going to keep the deposition open, although I don't think it's very likely that I'll talk to you again, except perhaps about some of the specifics we have relating to these bank records. But I will keep it open just in case.

MR. GREEN: That's fine.

MR. BLESSINGTON: What we'll try to do is inconvenience you as little as possible and allow you to put Birdview behind you.

THE WITNESS: I hope that's possible.

MR. BLESSINGTON: You do have a right to read and sign your deposition transcript. Will you want to do that?

MR. GREEN: Yes. We would like to read and sign.

(The reading and signing of the deposition by the witness was reserved.)

MR. BLESSINGTON: Okay. Oh. There's one

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other item. I have a witness fee, witness and mileage fee for you.

THE WITNESS: Lunch money.

MR. BLESSINGTON: Yes. Here you go. It's for $39.

THE WITNESS: Okay. Thank you.

MR. BLESSINGTON: Okay. And I guess that will do it.

(Deposition concluded.)

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C E R T I F I C A T E

G E O R G I A:

FULTON COUNTY:

I hereby certify that the foregoing deposition was taken down, as stated in the caption, and the questions and the answers thereto were reduced to typewriting under my direction; that the foregoing pages 1 through 62 represent a true and correct transcript of the evidence given upon said hearing, and I further certify that I am not of kin or counsel to the parties in the case; am not in the regular employ of counsel for any of said parties; nor am I in anywise interested in the result of said case.

This, the 30th day of January, 1989.

ELIZABETH G. COHN, CCR-B-872
My Commission Expires the
10th day of May, 1991.

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CGC 1831

TRANSCRIPT OF PROCEEDINGS

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ORIGINAL

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

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In re:

MATTER UNDER REVIEW

2582

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CONFIDENTIAL

DEPOSITION OF ESTHER OLIVER

CONFIDENTIAL

Kansas City, Missouri

Wednesday, January 25, 1989

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IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF ESTHER OLIVER, taken on behalf of the Federal Election Commission, pursuant to subpoena, on the 25th day of January, 1989, at the United States District Court, 811 Grand, Room 401, Kansas City, Missouri before

GLENDA C. READ, RPR, CM,

of Hostetler & Associates, authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission was MR. DANIEL P. BLESSINGTON and MS. SUSAN BEARD of the Office of General Counsel, 999 E Street, N.W., Washington, D. C. 20463.

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ESTHER OLIVER

being first duly sworn, testified under oath as follows:

EXAMINATION

BY MS. BEARD:

Q. This deposition is being conducted pursuant to Section 437-G of Title II of the United States Code under the Federal Election Commission's authority to civilly enforce the Federal Election Campaign Act.

Can you please state your full name?

A. Esther B. Oliver. Middle initial is B.

Q. My name is Susan Beard and I'm representing the Commission here today along with Daniel P. Blessington. I don't know if you have ever had your deposition taken before?

A. No.

Q. I'm going to explain a little bit about what's going to happen. I'm going to be asking you a series of questions and the court reporter is going to be taking down whatever is said in the room and turning it into a typed transcript. In order to help the court reporter and make sure everything gets on the record, you have to respond with yes or no and not with nodding your head or

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other like nonverbal responses, you understand?

A. Yes.

Q. Also if you need to take a break let me know and we'll take a break. Or if you don't understand a question or don't hear a question, just let me know and I'll repeat it or rephrase it or say it louder. Also if in the course of the deposition you discover that you want to modify or change an answer, let me know and you can go back and modify or change it. You should treat this as if you are testifying in a court of law before a judge and jury. Do you understand that you have the opportunity to be represented by counsel?

A. Yes.

Q. And you chose not to be represented by counsel?

A. Right. I don't have a counsel.

Q. I notice that your husband is in here today?

A. Yes.

Q. And I would like to explain to you how the confidentiality provisions of the act work. The Commission subpoenaed you as a non-respondent witness. That means the Commission has not made any findings with respect to you nor does it plan

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to at this time.

What we are trying to find out is your knowledge of the possible involvement of other people with possible violations of the Federal Election Campaign Act of 1971. And under the terms of that act, all investigations must be confidential. And that can only be waived by a respondent. And I'm letting you know that respondents in this matter have not waived it so you should not be talking about this matter and what's discussed in this room with anyone. Do you understand?

A. Yes.

Q. Can you state your address?

A. 715 West 7th Street, Chanute, Kansas.

Q. And your telephone number?

A. [redacted]

Q. Aside from your husband, have you talked to anyone about receiving the subpoena?

A. Yes.

Q. Who?

A. Doris Dettweiler. She was the controller of Birdview.

Q. Anyone else?

A. No.

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Q. What did you discuss with Ms. Dettweiler?

A. I just called her and asked her if she had received a subpoena.

Q. What did you tell her?

A. At the time she said no. And then she called me that evening. She lives in the country. And she called me and she said she had a little yellow card in her mailbox and perhaps she would have to pick it up at the post office the next day. She called me the next day and said yes she had gotten a subpoena.

Q. Did you discuss anything else besides that?

A. No, we talked about going to an attorney. And I told her I thought probably -- what I was wanting to talk to you about when I called you was to see if I could give this deposition in Chanute in any way. And that's all. So I told her I was going to have to come up.

Q. Did you talk to anyone else besides Mrs. Dettweiler?

A. No.

Q. That was a no?

A. No.

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Q. Okay. What's the highest education level that you have completed?

A. High school.

Q. And did you take any specialty courses or anything in high school or major?

A. No.

Q. Are you currently employed?

A. No.

Q. What's the last place of employment for you?

A. Birdview Satellite Communications.

Q. And when did you work there?

A. I worked there from February, 1982 to September, 1985.

Q. And what was your title there?

A. I worked in accounts payable.

Q. Accounts payable?

A. Yes.

Q. And what was your work there?

A. Well, I was in charge of invoices that came in and I checked them and I wrote the checks. And before we got a computer, I did all the check writing by hand.

Q. So basically every day you would be working with the checks?

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A. Yes.
Q. And writing checks and checking invoices against the checks and the bills?
A. Right, that's right.
Q. For the time that you worked at Birdview, is that all you did there?
A. Yes.
Q. Did you ever change to another job?
A. No.
Q. And was that in a certain department at Birdview, was it the accounts payable department or was it some other name?
A. It was just the accounting department.
Q. And who was your supervisor?
A. Doris Dettweiler.
Q. The entire time you were there?
A. There was a girl there real -- Sherry, oh, boy, I can't even think of that. The lady that was controller before Doris. I can't even think of her last name. Her name was Sherry. She wasn't there very long.
Q. But for most of the time --
A. Yes, Doris was there all the rest of the time.
Q. And who was Doris Dettweiler's

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supervisor?

A. Well, our vice president of finance, I suppose. When I went in his name was Ed Hackerott. And then we had a David. Boy, names have just left me.

Q. Could it have been been Dave Hamilton?

A. Yes, David Hamilton.

Q. And do you know who supervised them?

A. No.

Q. Would it have been Charles Ross, the president of the company?

A. I suppose.

Q. How many people worked in the accounting department?

A. Let's see, seven, I believe, seven or eight.

Q. And that was about the same for most of the time you were there?

A. Yes.

Q. Were you the only person that dealt with checks, writing checks for the company?

A. Yes. Doris co-signed some of them. And I can't even remember what the amount was that she had to co-sign it. I believe it was probably $5,000. Anything over five, she co-signed.

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Q. All right. But all the checks then were your department, checks being written by Birdview?

A. Yes.

Q. Were you also aware of the financial situation of Birdview overall while you were working there?

A. Yes.

Q. Do you remember how many bank accounts Birdview had?

A. We had a payroll account at First National Bank and our other account was at the Bank of Commerce.

Q. So there were two accounts?

A. (Witness nods head in the affirmative.)

Q. Is that a yes?

A. Yes.

Q. You mentioned that you signed checks?

A. I signed checks.

Q. And that Doris Dettweiler signed checks?

A. Yes.

Q. Who else had authority to sign checks that you can remember?

A. Well, probably the vice president of finance. I'm pretty sure his name was on the signature list.

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Q. That would have been either Ed Hackerott or Dave Hamilton, depending on the time?

A. Yes.

Q. Anybody else? Was Charles Ross allowed to sign checks?

A. I'm sure he probably could have.

Q. Anybody else that you can remember?

A. No.

Q. Okay. Who had authority, say, if somebody wanted to get a check issued, who would have authority to get a check issued? Was there a process that was used?

A. Yes, a check request would come to me. And I would just write it like, oh, we had -- Doris would usually okay it or the vice president of finance would say this is okay, you see. She would make a little sign on her initials. And the check request would usually come to her before it came to me. And she would okay it and I would go ahead and write the check.

Q. Did you ever question any checks that were okayed by her or the vice president of finance?

A. No.

Q. To your knowledge, if somebody came,

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let's say, for example, when one of the vice presidents of the company or one of -- the president, one of the officers of the company, would come to Ms. Dettweiler and ask for a check, would she question them about what they wanted the check for?

A. I don't know.

Q. Were you told what the checks would be for?

A. No, not any more than what was on the check request. Usually it would say on the check request if it was for something, you know.

Q. How was it decided if you would sign a check or if Mrs. Dettweiler would sign the check?

A. I signed all of them. And if I was there, I would sign them. And if it was, like I say, I believe over $5,000, then it would have to have the two signatures.

Q. Do you remember what general ledger account No. [redacted] was?

A. No.

MS. BEARD: I want to have this marked as Exhibit 1.

(Whereupon, Oliver Deposition Exhibit 1 was marked by the reporter for

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identification.)

Q. Have you had an opportunity to review this document?

A. This?

Q. Yes, Exhibit No. 1?

A. Yes, I have looked at it but it doesn't mean anything.

Q. If you notice on the first page, do you recognize the handwriting, first of all?

A. No, I don't.

Q. Under the first page it has account numbers listed?

A. Uh-huh.

Q. And then it says [redacted] about halfway down the page and there is a figure it looks like $253,838.90?

A. Yes.

Q. And if you go on to the next page there is also another figure for [redacted] and then under ledger credit there is a 55,000 plus figure?

A. Yeah.

Q. And if you go to the third page, again, there is a [redacted] and a $9,000 figure and then a $6,343.17?

A. Mm-hmm.

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Q. And again on the next page [redacted] is listed again with another figure?

A. Mm-hmm.

Q. And so on through the rest of the document. Does this at all refresh your memory as to what general ledger account [redacted] could have been?

A. 200 account is mine. 200 account, I'm sure, was accounts payable.

Q. If it started with a 2 it was accounts payable?

A. 200 is accounts payable. And that's just about -- I can't remember those account numbers.

Q. Okay.

A. I guess that has been too long ago.

MS. BEARD: Can I have this document marked Exhibit No. 2.

(Whereupon, Oliver Deposition Exhibit 2 was marked by the reporter for identification.)

Q. Here's another exhibit I'd like you to take a look at. It's a two page document. Please look at that and let me know when you're ready.

A. Okay.

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Q. This is a two page document and on each of the two pages there are two check request forms.

A. Right.

Q. Are these the check request forms you referred to earlier?

A. Right, I have forgotten what they look like but that's it.

Q. Why don't we start with the top one on the first page. And it says -- do you recognize the handwriting, first of all?

A. May be Doris's. It's not Bud's.

Q. Bud being Charles Ross?

A. Yeah, Bud, Charles Ross. It's not Bud's. The word advance I'm pretty sure is Doris's. Bank of Commerce, advance for Bud Ross. Doesn't hardly look like hers either. But those are definitely her initials at the bottom.

Q. Where it says D.W.D?

A. It's D.L.D., I think.

Q. D.L.D?

A. Those are hers and this is requested by Dave Hamilton.

Q. Why don't we start with the top one first and then we'll work our way down. So the

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top one on the first page it says to Charles A. Ross?

A. Right.

Q. And looks like it's dated June 5th, 1984?

A. Mm-hmm.

Q. For $24,500?

A. Mm-hmm.

Q. And it says reason for request, advance?

A. Mm-hmm.

Q. And then the accounting code it says [redacted] Does that help refresh your memory on what [redacted] is?

A. I suppose.

Q. What do you suppose?

A. That's the account coding that that would go to. I can't remember the payroll account because I didn't work in payroll. Didn't have anything to do with payroll, actually. Mine was all accounts payable.

Q. Is it possible that there was some kind of advance account for employees or something?

A. I don't know. As far as I know, there wasn't any advance account. I don't know if she ever put anything like that in an advance account

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or not. I'm not aware of it.

Q. Okay. Anyway, on the next line down it says requested by and then it's handwritten the name Bud. What would normally go on the requested by line? Would it be someone's name?

A. Yes.

Q. And who was allowed to request checks? Could anybody request a check?

A. Well, restate that again, now.

Q. Who could request checks?

A. Who could?

Q. Mm-hmm.

A. Well, I suppose -- here I keep saying I suppose. Bud would request a check. Doris and the vice president of finance. Probably we had a plant manager that was Steve Small. Any of the -- let's see, the sales manager. If there was someone in -- probably anybody in the head of sales department if they would need a check for one of their employees, the salesmen or something, I suppose they could.

Q. So it sounds like mostly supervisors and vice presidents?

A. Right, nobody -- I couldn't.

Q. So a regular employee then could not

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request a check?

A. Right, right.

Q. And then who could -- then the next line down says approved by. And who could approve these?

A. Well, this is -- there again, the vice president of finance.

Q. Mm-hmm.

A. And Doris Dettweiler. I suppose Mr. Ross, if it was necessary, he would. It says requested by and approved by. But Doris --

Q. And they would always have to be approved by somebody before you would write a check?

A. Oh, yes.

Q. Is something like where it says reason for request and it has advance written under it. And it says that on all four of these. One of them reads advance for Bud Ross. Would something like that normally appear or some kind of explanation would normally appear on these?

A. Yes.

Q. Was an explanation required to be placed in there?

A. Doris may have known it, but I don't

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know what it was. It would just be an advance and they would put it on that he would -- it would come off of his pay. I'm pretty sure that -- that was my thought, anyway, when we advanced him the money, then it would come off what we would pay him, his salary.

Q. Did you handle payroll?

A. No.

Q. So you didn't know for sure if that's what happened?

A. No.

Q. And would you prepare a check if you did not have a check request form?

A. I don't believe so. I don't believe that I ever prepared a check without having something in the form of a request. Mr. Hackerott was real picky about things like that. He said get something on paper no matter what it is. Probably won't want to put this, a guy came in and had a piece of toilet tissue. I said Keith -- this wasn't Birdview even. But I worked for Hackerott for Custom Electronics and for Birdview. And we had -- we had a guy that was always wanting money. Ed says don't give him a thing without it in writing. So I was -- I had a pretty good

teacher.

Q. Would you know what the purpose of the check was aside from what it said here under reason for request?

A. No.

Q. If somebody wanted to get a check made, who would they go to to get these forms and fill it out, do you know?

A. They would come -- we had the check request in the accounting department. And they would come there and get a check request and fill it out.

Q. So they would have to come to your department?

A. Right, mm-hmm.

Q. And then it would go from the person who was requesting it --

A. They would give it to Doris. For a small check, she could approve without any other signature, I mean, without anything like that. Like if, oh, the head of the sales department would have needed something, he would put his name on it and he would have given it to Doris and she would have given it to me.

Q. You said a small check she could

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approve. Was there a limit above a certain amount where she couldn't approve any more?

A. I don't know whether she could approve -- whether she had to have anything over $5,000, whether she may have been able to have gone ahead and issued a check for more than than. Like this one was 24,000, 24,500.

Q. Top one is 24,500?

A. But Dave Hamilton's initials are on this.

Q. On this top one?

A. No, that's the next one. That's for $5,000. On that one there it says requested by Bud. It was kind of hard sometimes to get him to settle down long enough to get a signature. Now this $50,000, she doesn't have a requested by, so I don't know.

Q. Okay.

A. That number under the date --

Q. On which one?

A. Well, in the paid, that check number.

Q. For example on the top page?

A. 12509 C, that was Commerce.

Q. C was for Bank of Commerce?

A. (Witness nods head in the affirmative.)

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Q. Okay and then, for example, at the next page at the bottom it has 12927 C. That would have been the check number of the Bank of Commerce?

A. Mm-hmm, payroll is the only thing that came out of First National Bank.

Q. Everything else came out of the Bank of Commerce?

A. Mm-hmm.

MS. BEARD: I would like to have this marked Exhibit 3.

(Whereupon, Oliver Deposition Exhibit 3 was marked by the reporter for identification.)

Q. There is another exhibit I would like to have you take a look at. It's three pages and when you are ready, let me know.

A. I don't see my name on there, do you?

Q. I think it's in the middle of the second page.

A. Sure enough.

Q. This is a three page document and it says up on top bonus worksheet salary P/R. And then it says 10-83. Do you recognize the handwriting on this?

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A. No, I really don't.
Q. Have you ever seen this before?
A. No, I haven't.
Q. Would bonuses be handled through you or would those -- excuse me, would you handle bonuses or would somebody else in the accounting department?
A. No, not me.
Q. During the time that you worked for Birdview, did you receive any bonuses?
A. I have a question.
Q. Sure.
A. Okay, here it says my name.
Q. You are pointing on the second page?
A. On the second page.
Q. Mm-hmm.
A. And it says $2500.08. Then does that mean the bonus was what?
Q. It looks like the bonus would have been $175. It looks like on here.
A. That was October of '83.
Q. So do you remember receiving any bonuses?
A. I don't remember receiving it, but it's possible. But I don't remember. But I suppose I

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did.

Q. Bonuses then were not something very common?

A. No.

Q. Okay.

A. No. That was just a year after -- well, I came in February of '82. That's 10 of '83.

Q. But bonuses were not given on a regular basis?

A. No, not that I was aware of.

Q. Do you know how bonuses were processed?

A. I can't figure it out. No, I don't at all.

Q. To your knowledge, you don't know if check request forms were filled out or anything?

A. I don't believe so.

Q. You don't think they were?

A. I don't believe so. I don't know. I just don't know. But this is a lot of people that I have never. Of course, there were people that worked in Olathe here that I did not know at all. A lot of these names I never even heard of them. A lot of these people are people that were out on the line, I think.

Q. By out on the line, what do you mean?

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A. Wait a minute. Seemed like I saw somebody's name that I thought worked out in the production.

Q. Is that what you mean by out on the line?

A. Yeah.

Q. Okay.

A. Well, I don't know. I can't see it right now.

Q. That's okay. If it comes back to you, we'll cover it then.

MS. BEARD: Can I have this marked as Exhibit No. 4.

(Whereupon, Oliver Deposition Exhibit 4 was marked by the reporter for identification.)

Q. This is a multi page exhibit. I want you to take a look at it and let me know when you are ready to discuss it.

A. Okay.

Q. Okay, are you ready? These are all -- say at the bottom accounts payable vendor ledger?

A. Mm-hmm.

Q. Have you seen these before?

A. Yes.

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Q. Can you tell me what they were used for?
A. It's for a record.
Q. Like, for example, say the top one along the top it says David K. Hamilton?
A. Yeah.
Q. Expense sheet No. 1?
A. Right.
Q. What kind of record would be kept here?
A. When anybody went any place, they would keep a record of their expenses. And when they returned they had an expense report. Everybody had expense reports. And they would be paid for their expenses.
Q. So the only thing --
A. And this would be written down on when they -- like Dave Hamilton, 12-20.
Q. 12-20-83?
A. Yeah, would have been paid $819.60.
Q. And where it says 6568 C, that's the check number?
A. Yes.
Q. Was every check written for David Hamilton recorded on here or only checks related to travel?
A. I believe they would all be related to

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travel. I think these were all travel expenses or unless it was -- they took somebody out, if they came in locally. But mostly it was travel expense if they -- when they traveled.

Q. In the fourth line down it says David K. Hamilton, 12-15-83 and there is E/R for under check or invoice number. Do you know what that means?

A. Expense report, I would say.

Q. And then there is a number 219.38 in the credit column?

A. Right.

Q. And would that have been --

A. The day he turned in -- okay, sometimes we would give them a check when they left. I can't say this. 819.60 would have been a check. Normally, we would never give anybody a check without a report. You know, say give them a thousand dollars, they are going some place. Then they come back and turn in an expense report for it. And then it was put in this column. And then it should balance out. If they spent more it just balanced out.

Q. Okay, is this your handwriting on here?

A. Yes.

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Q. Okay.
A. Where that E/R, that's not my writing.
Q. Okay, but --
A. Those three with the E/R is not my writing.
Q. The ones with the checks are your writing?
A. Uh-huh.
Q. I notice on the bottom two on the page, one dated 6-1-84 and one dated 8-8-84. For invoice number they say advance and then a check number. Does that mean something to you why it was done that way?
A. Well, it didn't have anything -- we would have advanced him a check for $700. Then again one for $300 would have been an advance and that would have been the check number. And the same would go for down the line with the rest of these people. You have two pages of Roger Mason. The same thing. Parts of one are clear or parts of another are clear like we did both of them.
It's like we give and he comes back and we got a balance just like over here. We gave him a thousand and he turned in that amount of money. And -- well, I don't know. Some of this is my

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writing. This balance over here is not mine. That writing is not mine.

Q. You are referring to the balance on Roger Mason?

A. Yeah, or even -- this is not my writing.

Q. I think the second page is a little bit clearer, if you go one more page down. That one is a little bit easier to read. The third page of the document --

A. Some of this is. Now this -- I had I think about all these pages. That was my writing. That Roger Mason, David Owen, Robert Owens. Steve Phillips, that's my writing. I usually headed these pages. Now most of this Dave Hamilton is mine.

Q. Yes.

A. But now Roger Mason, 6-12-84 next to the bottom, I believe that's my writing, that $1,500.

Q. Mm-hmm. Do you recognize the other writing on the page as who it might be?

A. Doesn't look like Doris's. And some of that other, I don't know.

Q. Okay.

A. Whose that writing is. Oh, now this David C. Owen, that looks like a girl that worked

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in our office. Her name was Dawn Oliphant. That looks like Dawn's writing.

Q. Dawn is spelled?

A. D-A-W-N.

Q. And what was her last name?

A. O-L-I-P-H-A-N-T.

Q. And she worked in the accounting department?

A. Yes.

Q. And what was her job in the accounting department?

A. She was really kind of under Doris. I don't really know what all she did do. She had quite a bit to do. But she was kind of under Doris. And Doris had an office and she had an office and then there was about five of us out in the main office. And it was accounts receivable and accounts payable and I can't think of what all. Some took care of invoices and would check them against the slips that came in from the shipping department. She made sure that the amount of merchandise received was the same as what was on the invoice. And if the invoice was okay, then she gave it to me.

Q. And then you would pay it?

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A. And then I would, yes, pay it.
Q. Okay.
A. Steve Phillips, some of this is my writing and some isn't.
Q. Okay, and the next page is Charles A., Bud Ross?
A. Yeah. Nothing but the heading on that is mine.
Q. Do you recognize the writing on that page?
A. No. The first two look a little bit like my writing. The first three look a little bit like my writing. But I never did write well.
Q. That's okay. The next pages are Gunilla Ross?
A. Yes.
Q. Is that your writing on that page?
A. No.
Q. Is that your writing on the top?
A. Now, the last four Gunilla Ross down on the bottom.
Q. 3-29-82 and 4-2-82, those are yours?
A. I believe that's my writing.
Q. The rest of it isn't, basically?
A. No.

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Q. And then if you go two more pages, come to Stan Ross expenses along the top?

A. The last three are mine. I didn't even have that page.

Q. And the next page is Steve Small?

A. Steve Small. I can't think who that writing is that's kind of -- a lot of it is mine but not all of it.

Q. And the last page is Bob Summerville?

A. Summerville, that's my writing.

Q. I think we are going to be coming back to this document later so you may want to set it aside in a different place. When you worked at Birdview, did you work in Chanute the whole time?

A. Yes.

Q. Did Birdview move its corporate office while you were employed there?

A. Yes.

Q. After Birdview moved its corporate offices up to Overland Park or Olathe, wherever, up here in Kansas City area --

A. Yes.

Q. -- did you keep on doing the same job or did it change?

A. No.

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Q. It's all --
A. Always the same.
Q. All the accounts payable for the entire company still went down to Chanute?
A. I don't know if they paid any bills up here or not, up at Olathe, if they had any accounts payable. I don't know.
Q. Mm-hmm.
A. We had -- I'm trying to think. I couldn't tell you for sure if they paid anything up here or not.
Q. Was Doris Dettweiler still the controller?
A. Yes.
Q. Was the vice president of finance still in Chanute or did David Hamilton move --
A. He moved to Kansas City.
Q. So the vice president of finance was up here in Kansas City?
A. Yes.
Q. Doris Dettweiler was still in Chanute?
A. Yes.
Q. So the controller was still in Chanute and you were still in Chanute with the controller?
A. Right.

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Q. Did you see the same amount of paperwork, the same number and kinds of requests coming through or did it change after the offices moved up here to Kansas City?

A. I don't believe we would have had as many check requests.

Q. And you are not sure whether if there was somebody else also handling it then?

A. No, I don't. I don't know if they had a bank account. I don't know up here or not. I don't know. I can't even remember when they moved.

Q. Have you ever made a contribution to a candidate for federal office?

A. No.

Q. How about to a political committee that gives money to candidates for a federal office?

A. No, don't have that kind of money.

Q. Did you ever hear about Birdview employees or officers making contributions to candidates for federal office?

A. No.

Q. Ever?

A. I read in the paper.

Q. You read in the paper about a year ago?

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A. Yeah.

Q. Anything before that that you heard about?

A. No.

Q. Any rumors in the office, anything?

A. Never, never.

MS. BEARD: I would like to have this marked as Exhibit No. 5.

(Whereupon, Oliver Deposition Exhibit 5 was marked by the reporter for identification.)

Q. You can take a look at this. Let me explain a little bit to you. It's a one page exhibit and has little yellow post-it-notes on it. And as we made a copy of it with all the notes on it and then going on down so that the entire message that you could read would be placed on top of each other.

A. This SPACE thing is familiar. All I remember is SPACE.

Q. Do you know what SPACE was?

A. I don't remember what SPACE was but it stands for something.

Q. SPACE is a political committee, federal political committee, that was registered with my

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agency, the Federal Election Commission. When you are done looking at it, let me know.

A. Okay, that note has got my name on it. Two checks to --

Q. Does the Esther refer to you?

A. Esther would have been me.

Q. Do you recognize the handwriting?

A. I believe that -- what was that Sherry's last name?

Q. This is back in 1982?

A. Yes, right. That's Sherry's writing, I'm pretty sure. Can't even think of her last name. She was our controller when I went to work in February. Yeah, Sherry Kannard. S. K., I see it write there.

Q. Kannard?

A. K-A-N-N-A-R-D.

Q. K-A-N-N-A-R-D?

A. Right.

Q. And Sherry is S-H-E-R --

A. -- E-R-R-Y.

Q. And she was the controller before Doris Dettweiler?

A. Right, she hired me.

Q. Okay.

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A. And I went to work in February. And she -- I can't remember when Doris came in. Doris took over from her. But Sherry wasn't there a real long time. And this Debbie, it says give checks to Deb.

Q. Do you remember who Deb was?

A. Yeah. Can't remember her last name. Sure can't tell you what her last name was.

Q. Maybe we'll come back. If you remember let us know.

A. When I saw the S. K., Sherry Kannard, I remembered that.

Q. Let me go over the note. It says two checks, Bob Owens, $250, C. A. Ross, $250?

A. Mm-hmm.

Q. And then it says 578-90 and then the initials S. K?

A. Yeah.

Q. It says give checks to Deb. Then the next yellow piece of paper, you have to go down a couple pages. It says, will you be attending with Bob? And then it says in the box, $500 from Bob and Bud. 12 o'clock p.m. lunch April 22nd, 2 o'clock p.m. board, it looks like. And then 6 o'clock p.m. fund raiser. And the last page it

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says, we will need to get $500 to them. Payment must be made by a personal check not a corporate one. Is all of that Sherry Kannard's handwriting?

A. I don't believe it is. I'm really not too familiar with her handwriting. But I know that Esther and that S. K. is her writing.

Q. So the top one you think is her writing?

A. Yes, that one is familiar. But that is the only one that is familiar of all.

Q. Do you remember seeing this document before?

A. No, I sure don't. Don't do a thing for me.

Q. Do you remember writing checks $250 for Bob Owens and $250 for Bud Ross?

A. Not these. I mean, if you are asking me if I remember writing those checks, I don't.

MS. BEARD: We are up to No. 6.

(Whereupon, Oliver Deposition Exhibit 6 was marked by the reporter for identification.)

Q. Can you take a look at this. It's a four page document, which is something you have not seen before. I'll explain it to you. Every political, federal political committee, has to

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file reports concerning their financial activity with the Federal Election Commission. And this is a copy of a report filed by the Committee for Congressman Charlie Rose that covers the period from April 1st, 1982 through June 9th, 1982. And if you look at the first two pages they are summary pages.

A. Mm-hmm.

Q. And then on the third page at the bottom?

A. Mm-hmm.

Q. It shows $250 contribution from Charles A. Ross and lists him as the president of Birdview Communications?

A. Mm-hmm.

Q. That's dated April 30th, 1982. And if you go to the fourth page, the last page, the top one on that page lists a $250 contribution from Robert E. Owens. It says officer of Birdview Communication. Do you know Robert E. Owens?

A. Yes.

Q. Was he executive vice president of Birdview?

A. Yes.

Q. Does this refresh anything about writing

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checks?

A. Someone would have just said write them a check and I would have done it. They went places a lot. And usually I would just -- if they needed money. Now, like this was probably what the request right here was. This is probably --

Q. Right here you are referring to is the handwritten note that was on top of this piece of paper?

A. Yes.

Q. Okay.

A. Don't show very well, does it?

MS. BEARD: That was part of Exhibit No. 5. I would like this marked Exhibit No. 7.

(Whereupon, Oliver Deposition Exhibit 7 was marked by the reporter for identification.)

Q. It's a one page check request form. When you are ready let me know.

A. Okay.

Q. This is a one page check request, do you recognize the handwriting?

A. No.

Q. It says to Ronda Ross, do you know who

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Ronda Ross is?

A. Yes.

Q. And who is she?

A. Bud's daughter.

Q. Did she work for Birdview?

A. No.

Q. Did you often get check requests for her?

A. Not often did we ever get anything for Ronda. Ronda was going to school at one time, I believe, in Lawrence.

Q. Mm-hmm.

A. And this was charged to Bud.

Q. So it's charged to Bud's --

A. Ross.

Q. -- advance account or whatever it was?

A. Yes, that [redacted]

Q. And you think that went into his private advance account then?

A. Yes, I think it would have been.

Q. And how often would a request come in for Ronda Ross?

A. Not often. I don't remember hardly any.

Q. And do you recognize the initials down here where it says approved by?

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A. No, I can't.

Q. Looks like it says D.K.H. underneath it and something underneath it which night be another D.K.H?

A. That's here, that is Dave Hamilton.

Q. Directly underneath the words approved by you are talking about?

A. Yes.

Q. Those initials?

A. Yes, that's David Hamilton, D.K.H.

Q. But next to the approved by, to the right of it?

A. I don't know if Doris's -- looks like a D on the end unless her pen wasn't writing good. And I don't know what this is down here.

Q. You are referring to next to the paid stamp?

A. Mm-hmm, I don't know what that is.

Q. But then check number 9866 C was the check used --

A. Mm-hmm.

Q. -- to go with this?

A. Mm-hmm, yes.

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EXAMINATION

BY MR. BLESSINGTON:

Q. Mrs. Oliver, why do you think Birdview would have cut a check for Ronda Ross?

A. I think Ronda would have needed some money. And she would have wanted to have borrowed it from Bud. And he would have had us write a check and charge it to his account. He probably didn't have the money.

Q. Did Bud often use Birdview's accounts for his own personal purposes?

A. No, I don't believe so. But in this case that's the only thing I can think of is Ronda needed some money.

Q. And when it says advance there, you think that the advance meant it was an advance on Bud's salary?

A. That was what I thought.

Q. That would be consistent with what you said earlier about some other items?

A. Yeah, that's what I thought.

Q. As opposed to an advance for a trip that he might be taking or something?

A. Oh, yeah, right. Just advance his salary.

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Q. And that's what you feel it is though, the term advance means in this context?

A. Right.

Q. Because it's not very well described?

A. Right. I think Ronda needed some money. And she was out of school probably '84. She was out of school. And --

Q. She was out of school?

A. Pretty sure she was out of school in '84. I left in '85. Yeah, she would have been gone, I think, from Chanute. She went to school sometime in Lawrence. Now, I can't tell you what dates because I didn't even think about it, you know. Didn't make any difference to me. But I do know that probably -- probably -- I'm not saying -- I don't know what that was for. But I would imagine she just needed some money. They needed a lot more money to go to town on than I did.

Q. So something like this wouldn't have been considered unusual?

A. No.

Q. Even though it says Ronda Ross who doesn't work for the company?

A. Right.

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Q. Thank you.

A. Yeah, as far as I know, she wasn't doing anything up here. She could having been doing something up at Olathe. I don't know. I don't ever recall that she ever did anything. Stan did but I don't remember that she ever did anything.

EXAMINATION

BY MS. BEARD:

Q. You mean by working for the company?

A. Yes.

MR. BLESSINGTON: Stan being her brother?

THE WITNESS: Yes.

MS. BEARD: Could I have this marked Exhibit No. 8.

(Whereupon, Oliver Deposition Exhibit 8 was marked by the reporter for identification.)

Q. This is a three page exhibit. When you get done looking at it, please let me know.

A. Okay.

Q. Have you seen the first two pages, the check request and the check from Birdview Satellite Communications before?

A. Yes.

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Q. Is that your signature on the check?
A. Yes.
Q. On the check request, under reason for request, it says special expense advance?
A. Yes.
Q. And then on the check, on the second page up in that little box which says reference and amount it also says special expense advance?
A. I always write whatever it says on my request, I write it on the check.
Q. Do you know what the special expense advance was?
A. No, I don't.
Q. Do you recognize the handwriting on this form?
A. On what?
Q. Do you recognize the handwriting on the check request form?
A. On the check request, no.
Q. Could it have been David Hamilton's handwriting?
A. I really am not familiar with David's writing very much. I wouldn't know.
Q. On the first page again on the check request, it says approved by and there is some

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initials next to that. Do you recognize those initials?

A. No, not really. The first one looks like it might be a D. And that's as far as I can go. It don't look like Dettweiler's. And it doesn't look like an H on the end. But it -- I don't know.

Q. But this check request here on the first page, it's the check request that goes with the check on the second page?

A. Right.

Q. So when you received this check request, you then wrote the check that's on the second page of this exhibit, Exhibit No. 8?

A. Right.

Q. If you go to the third page of Exhibit No. 8, this I know you haven't seen. It's a copy of a check for $1,000 written on the account of Roger L. Mason made payable to Dole for Senate. And that's dated December 13th, 1983. And the check request was dated -- on the first page -- is dated December 22nd, 1983. Did you hear anything in the office about Mr. Mason making a contribution to the Dole for Senate Committee?

A. No. His check is dated the 13th.

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Q. Right.

A. And this is the 22nd. No, I have not.

Q. Was special expense advance something that would normally occur on the reason for request line on check requests?

A. I don't even know what special expense advance is.

Q. And you were never told?

A. No.

Q. The person who approved the check request would be the person who knew what that was?

A. I suppose so. Not me. I don't know what special expense -- but like I said, whatever it said on what it's for, I usually put on the check. And that whole check is mine.

MS. BEARD: I would like to have this marked Exhibit 9.

(Whereupon, Oliver Deposition Exhibit 9 was marked by the reporter for identification.)

Q. This is a two page exhibit and I know the first page is hard to read. When you are done looking at it if you could let me know.

A. Okay.

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Q. The first page of Exhibit No. 9 is a tissue copy of a Birdview check made payable on Ed Hackerott. And it's check number 7717 dated December 22nd, 1983 for $2,000. And I know it's hard to tell but looks like you may have signed that. Does that look like your handwriting on the Ed Hackerott part?

A. That is my handwriting.

Q. Okay. And if you go back to the other exhibit with Roger Mason, which is Exhibit No. 8.

A. Yeah.

Q. These checks were written on the same date and they are one number apart, 7717 and 7719?

A. Right.

Q. Do you know if there is any connection between these two checks?

A. I probably was given a check request for -- this just has one. I was probably given a check request for the same thing for Ed Hackerott.

Q. If you go to the second page of Exhibit No. 9 which is the Ed Hackerott --

A. Yeah.

Q. -- exhibit it shows two $1,000 checks, one signed by Darlene Hackerott and one signed by Ed Hackerott, both made payable to Dole for

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Senate. Do you know anything about the Hackerotts making contributions to Dole for Senate?

A. No, sure don't.

Q. If we can go back --

A. Didn't have the faintest idea.

Q. If we can go back for a second to Exhibit No. 4, which was the accounts payable vendor ledger?

A. Okay.

Q. And go to the third page which is the Roger Mason page. The first entry on that page says Roger Mason and then it has the number looks like 7719 C, special expense advance, a thousand dollars?

A. Mm-hmm.

Q. Would that have been the check that's in Exhibit No. 8?

A. I'm sure it would. It has the check number, hasn't it?

Q. Right, check number 7719?

A. Right.

Q. And that you would have entered at the same time that you wrote the check to him?

A. I would have picked it up. It's not possible -- I didn't always do that at the same

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time. I maybe just go back through and pick up. I probably didn't do it at the same time.

Q. And then for the balance there is nothing there. It just has a little line over. If you look on the third page of Exhibit No. 4, it has a little line under the balance column?

A. Right.

Q. Why would that be?

A. Are you talking about number 3?

Q. Yeah, Page 3, Exhibit 4, first line. We have Roger Mason special expense advance and the last column says balance and there is a little dash line through that. Do you know what that would mean?

A. Well, it balanced out that one time. And then the last two, no.

Q. Did he have to -- from this could you tell if he had to repay this thousand dollars?

A. I would say he did repay the thousand dollars.

Q. How can you tell that?

A. Well, I guess maybe I can't without a calculator. But there is the thousand dollars. And then there are the expense reports coming down there.

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Q. Right.

A. And then another entry of $1,242 leaves a balance of $1,102. And then expense reports turned in made a total of, I don't know, like I said, those balances --

Q. So you don't know then if --

A. And then we paid him -- we owed him more than what we had given him. And so I paid him $2,277.67 to match up that he had more -- that's what I would think now. Not without having a calculator and figuring it up. That's what it looked like to me. That's what we owed him was this amount of money he had spent on his expense reports. So I paid him that much money. And so it balanced out nothing, I don't know.

Q. You are not sure then why there would be a slash next to that thousand dollars in the balance column?

A. No, I have no idea.

Q. And you are not sure whether he had to repay this money or not then?

A. No.

Q. Okay. Going back to the most recent exhibit I gave you which is Exhibit No. 9 which has Ed Hackerott --

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A. Okay.

Q. -- on it. And go to the second page. And it also shows that the deposit slip into Bank of Commerce account in the name of Ed or Darlene Hackerott and it shows a $2,000 check from Birdview coming in on the 22nd. And does that appear to be the check, that check number 7717 to you?

A. It's $2,000.

Q. Mm-hmm, so that appears to be the same check then that went into their account?

A. Yes.

MS. BEARD: I want to take a short break and give everybody a breather for a few minutes, okay.

(Whereupon, a short recess was taken.)

(Whereupon, Oliver Deposition Exhibit 10 was marked by the reporter for identification.)

Q. Let me pass you this. This is Exhibit No. 10. And it's three pages. Take a look at it and let me know when you are ready.

A. Okay.

Q. Okay, on the first page are two check

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requests?

A. Mm-hmm.

Q. First one -- they are both to Robert E. Owens?

A. Yeah.

Q. First one is $300. It says ship to St. Louis. And do you recognize the initials by the approved by?

A. The first one is Doris Dettweiler's.

Q. The top one I'm talking about.

A. The top one.

Q. And then the second one down?

A. That must be David K. H.

Q. D.K.H?

A. D.K.H., that's what that is.

Q. And it says 12-22 is the date of check request. Reason for advance and again it's another special expense advance?

A. Yes.

Q. And let's go to the second page, the top thing is a copy of a check. It's hard to read but it's check number 6967 which corresponds, if you go back to the first page, with the check request.

A. I can read that says trip to St. Louis.

Q. So that appears to be the first check

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then?

A. Right.

Q. And then the second check on the page is check number 7720 and does that correspond with the second check request?

A. I'm sure it does.

Q. On the first page?

A. I'm sure it does.

Q. And is that your signature on the second check?

A. Yes.

Q. Third page of this exhibit are two checks written by Betty and Robert E. Owens, each for a thousand dollars made payable to Dole for Senate. And then there is a deposit slip that shows $2,000 check on the bottom of the page?

A. Okay.

Q. Did you know anything about Robert E. Owens or Betty Owens making any contributions to the Dole for Senate Committee?

A. No, I don't.

Q. So when you look at the last couple exhibits, Exhibit No. 10 which is the one here with Robert E. Owens and Exhibit No. 9 with Ed Hackerott and Exhibit No. 8 with Roger Mason, it

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appears that all three of these Birdview employees received checks on the same day that were special expense advances, is that correct?

A. Yes.

Q. And all of them made contributions in the same amount to the Dole for Senate Committee, is that correct?

A. Yes.

MS. BEARD: Can I have this marked Exhibit No. 11.

(Whereupon, Oliver Deposition Exhibit 11 was marked by the reporter for identification.)

Q. It's a multi page exhibit.

A. Okay.

Q. The first page is a check request form. Do you recognize the handwriting on that?

A. Probably Doris Dettweiler.

Q. And are those her initials where it says approved by?

A. Yes.

Q. And it's a check request dated 12-22-83 for $15,000 to Charles A. Ross, is that correct?

A. Right.

Q. And on top of that there is a

9504368420 3

handwritten note that was attached to this check request. And it says Gunilla $10,000 and Bud $5,000. Do you recognize that handwriting?

A. No.

Q. And Gunilla Ross is Bud Ross's wife?

A. Right.

Q. If you go to the second page of this exhibit it's another check request for $5,000, dated 12-23-83. Do you recognize that handwriting?

A. Doris.

Q. This is again Doris Dettweiler's, is that correct?

A. Yes.

Q. And it says Dee -- and in the requested by line it says Dee, D-E-E, per Bud. Who is D-E-E?

A. I would say that's D-E-C.

Q. Oh, D-E-C?

A. D-E-C, December.

Q. That's what you think that is?

A. Yeah, I do.

Q. So it would be December, per Bud?

A. Mm-hmm.

Q. Do you know what that would mean?

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A. No.

Q. Okay. And then you go to the third page of this exhibit, there is check number 7722 dated the 22nd of December, 1983, made payable to Charles A. Ross for $15,000. And is that your signature on the bottom of the check?

A. Yes, it is.

Q. And does that check go with the first check request on the first page of Exhibit No. 11?

A. It's the same day, I would say it is.

Q. Okay. And if you go to the next page, Page No. 4, the top check that's check number 7734. And it's signed by looks like D. K. Hamilton?

A. And Doris Dettweiler.

Q. And Doris Dettweiler?

A. Yes.

Q. And does that correspond to the second page check request?

A. Probably.

Q. Okay, if you notice on the second page of Exhibit No. 11 underneath the approved by it says 7734 C, if you go to the second page?

A. All right.

Q. And that appears to be the check number

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of the check that's on the top of Page 4?

A. Okay.

Q. So those appear to go together then?

A. Yes.

Q. And below that on the fourth page, there is check number 7690, is that your signature on that check?

A. That's my handwriting.

Q. This is the fourth page?

A. Mm-hmm.

Q. Right here, the fourth page?

A. That's my handwriting.

Q. And that's a check for Charles A. Ross for $20,000?

A. Yes.

Q. And then in roughly a three day period, one check each day, Charles Ross received $20,000, and then $15,000 and then $5,000. That's $40,000 in a three day period, is that correct?

A. Yes.

Q. Was that a lot of money for Charles Ross to be receiving from Birdview?

A. No.

Q. He received that kind of money normally?

A. Yes. It wasn't unusual.

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Q. If you go back to the two check requests on the first page of Exhibit No. 11, they both say reason for request for advance it's $20,000 in advance. Is that a lot to be coming out of the advance account?

A. Yes, it's a lot of money but that's the way they did it. I didn't ask questions. They would say, you know, Bud needs a check for $5,000, or $20,000 and you wrote it. And you got to the place where you didn't think anything about it.

Q. To your knowledge, did anyone question Bud Ross when he would request money?

A. I don't know. Well, you say, should they?

Q. To your knowledge, did anyone ever?

A. No, no.

Q. So as far as you know --

A. Not to my knowledge.

Q. So as far as you know, if he asked for money he got the money?

A. He got it, right.

Q. That's correct?

A. Right.

MR. BLESSINGTON: So it was more important on these check requests who it was for,

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rather than the reason, is that fair to say?

THE WITNESS: Yes.

Q. So basically then to make sure I understand, if Charles Ross asked for money, it would be approved by someone in the accounting department and you would then write the check?

A. Yes.

MS. BEARD: Can I have this next exhibit marked Exhibit No. 12.

(Whereupon, Oliver Deposition Exhibit 12 was marked by the reporter for identification.)

Q. It's another three page, excuse me, a four page exhibit. When you are ready, let me know.

A. Okay.

Q. Okay, the first page is a check request, do you recognize the handwriting on that?

A. It's Doris's.

Q. This is Doris Dettweiler's handwriting?

A. Dettweiler.

Q. And it's a $2,000 check request to Stan Ross and it says travel advance?

A. Mm-hmm.

Q. And it's dated 12-22-83?

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A. Okay.

Q. Requested by, there is some initials D.K.H. Who would that be?

A. David K. Hamilton.

Q. And it says approved by and some more initials and who is that?

A. Doris Dettweiler.

Q. And again, we are dealing with accounting code of 170-02 again. And on the second page --

A. Must have been an advance account. Kind of seems like they did have an advance account.

Q. Okay. And you are referring to the advance account being 170-02?

A. Yes.

Q. Okay. On the second page is copies of two checks and the first check has been voided?

A. Mm-hmm.

Q. And the second check is a check, check number 7712 dated 12-22-83 and made payable to Stan Ross for $2,000. And do you recognize the signature there?

A. Doris Dettweiler.

Q. That's Doris Dettweiler's signature?

A. Yeah.

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Q. The third page on this page -- excuse me, the check on Page 3?

A. Yeah.

Q. Is that your signature on that check?

A. That is my -- I wrote the check.

Q. And that's a $1,500 check to Stan Ross?

A. Yes.

Q. And it says advance Las Vegas?

A. To a Las Vegas show.

Q. And that's dated looks like January 3rd, 1984?

A. Right.

Q. When someone traveled on company business, Birdview business, would they then receive one travel advance before the trip?

A. We gave them a travel advance and they filled out an expense report and they came back -- if we owed them money, we paid them. And if we didn't, it went on this account to show if they owed us, then it was just supposed to work itself out.

Q. But they would normally get one check and that one check would be their travel advance?

A. Was an advance, uh-huh.

Q. It wouldn't come in more than one check

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normally?

A. No.

Q. So normally it would be one check?

A. Right.

Q. If you go over to the last page of this exhibit, the top check shows a thousand dollars contribution to the Dole for Senate Committee signed by, looks like, Merett Ross?

A. Yeah.

Q. Dated December 15th, 1983, which is close to the dates of the checks by the Hackerotts, the Owenses and Roger Mason, is that correct?

A. Right.

Q. Going back to Exhibit No. 4, which is the accounts payable vendor ledger, which is over here.

A. This one, okay.

Q. There is a page to Stan Ross which is three pages from the back. And if you look at the third page from the back it says Stan Ross's expenses. I'm on Exhibit No. 4. And the second line has a check, looks like, 12-22-83 Stan Ross and then the check number and then $2,000?

A. Right.

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Q. Does that appear to be the check that's in Exhibit No. 12, the $2,000 check in Exhibit No. 12?

A. Here, I think it was 7711 was voided and 7712 was written, is that correct?

Q. That's correct, uh-huh.

A. And it's written in here. I think that's 7711, but yeah, 2,000.

Q. And then if you go over to the balance column over on the far right, the balance remained unchanged from this check and the previous check. Do you know why that would be?

A. I would have no idea.

Q. Is that your handwriting in this column?

A. No.

Q. And if you go down two more rows on 1-3-84 it says Stan Ross Las Vegas advance?

A. That is mine.

Q. That is your handwriting?

A. (Witness nods head in the affirmative.)

Q. And that shows the $1,500 check?

A. Mm-hmm.

Q. Is that the $1,500 check that's in Exhibit 12 on the third page?

A. Yes, I would say it is. I can't see the

check number, 79 something. Just a minute, 7906.

Q. And that appears to be the same as on the fourth line of this ledger?

A. Yes.

Q. Okay. You said earlier that you thought that if a check was more than $5,000 you had to get a co-signature on that, is that correct?

A. I believe that was the figure. I'm not positive of it.

Q. Were there times when you would sign a check that was more than that amount without a co-signature?

A. I don't remember it.

Q. If we can go back to Exhibit No. 11, which is the Charles Ross exhibit, one back, this exhibit here, the third page of it.

A. Mm-hmm.

Q. There is a check for $15,000 and you are the only signature on it. Do you remember why that would be?

A. No.

Q. But it appears the check was paid --

A. Without a second signature.

Q. And if you go to the next page, the check for $20,000, again yours is the only

9504368421 3

signature on it?

A. Right.

Q. Do you have any idea why this would be?

A. No, I don't.

EXAMINATION

BY MR. BLESSINGTON:

Q. Mrs. Oliver, when two signatures are necessary on a check like that, what would happen, would you sign something like that and then just pass it along to someone else and then they might sign it?

A. Normally to Doris Dettweiler. Whenever I wrote a check I took it to Doris.

Q. Two people just didn't sit there together and sign the check at the same time, necessarily?

A. No.

Q. So and in this case --

A. I would write the check and usually would -- I would take it to her and leave it on her desk. Normally, I would take the check request and the check. I would paper clip the check to the request and would take it and lay it in on her desk.

Q. And then she would co-sign it?

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A. And she would take care of it and they would give it to whoever. I never did even -- unless, say, Bud sometimes would come in and he would say, "Esther, I need a check," so and so and so. And here, Bud, let's figure out this check advance -- request. And I don't see anything with his name signed to it for -- it says requested by Bud and that sort of thing. But I don't see his name on any request that's here. But I don't know. I don't remember at all why there is a check for $15,000 without somebody signing above it. And $20,000 with no one signing below it. I don't know. Evidently it went through.

Q. The bank didn't stop it?

A. The bank didn't stop it.

MR. BLESSINGTON: Thank you.

EXAMINATION

BY MS. BEARD:

Q. So normally then when you would be writing a check, all the checks you wrote you would give to Esther Oliver and she would disburse them to whoever she were supposed to give them?

A. Esther Oliver would give them to Doris Dettweiler.

Q. Excuse me, okay. Thank you. Right, you

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are Esther Oliver. You would give them to Doris Dettweiler and she would disburse them?

A. Yes. Or unless somebody -- usually somebody was in there after it, you know. Somebody would say, "Hey, I need this. Would you do this check?" Well, she would fill out the check request and give it to me. And I would write the check, paper clip it and take it back in to her office. There might have been somebody in there waiting for the check.

Q. So the person who had requested it would be in there?

A. Yeah, right.

Q. Can I have this marked No. 13.

(Whereupon, Oliver Deposition Exhibit 13 was marked by the reporter for identification.)

Q. This consists of a handwritten note that's a check request and then a payroll register and then following in the back is some checks. It's multiple pages. Let me know when you are done looking at it.

A. Okay.

Q. Okay, the first page, do you recognize the handwriting?

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A. No, I don't.

Q. Would it be David Hamilton's handwriting?

A. Possibly.

Q. It has three names, S. Small, D. Galemore and D. Hamilton. Do you know all three of those men?

A. I don't know Galemore.

Q. But do you know Steven Small and David Hamilton?

A. Yes.

Q. And they are Birdview officers?

A. I can't think of who that Galemore would be. Sometimes we have people that worked for a short time. Did he have a payroll page?

Q. We'll be getting to that.

A. I don't know. I don't know who that Galemore is. I know some Galemores. I see this check back here is from Chanute and there are Galemores in Chanute. But I don't remember anything about --

Q. Next to the three names on the first page there is a column, it has $2,000 in it and on top of it it says 170-02. And then it has the letters, D-E-D and then there is a coma and has a

A. No, I don't.

Q. Would it be David Hamilton's handwriting?

A. Possibly.

Q. It has three names, S. Small, D. Galemore and D. Hamilton. Do you know all three of those men?

A. I don't know Galemore.

Q. But do you know Steven Small and David Hamilton?

A. Yes.

Q. And they are Birdview officers?

A. I can't think of who that Galemore would be. Sometimes we have people that worked for a short time. Did he have a payroll page?

Q. We'll be getting to that.

A. I don't know. I don't know who that Galemore is. I know some Galemores. I see this check back here is from Chanute and there are Galemores in Chanute. But I don't remember anything about --

Q. Next to the three names on the first page there is a column, it has $2,000 in it and on top of it it says 170-02. And then it has the letters, D-E-D and then there is a coma and has a

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B on top with $3,000 underneath that?

A. Mm-hmm.

Q. Does that mean anything to you?

A. No.

Q. On the handwriting on the bottom here, it says entered as second check, bonus less $2,000 adjustment. And there is some initials. Do you recognize those initials or that handwriting?

A. No.

Q. Also it says June 3 of 1984, P/R. Do you recognize what that might mean?

A. I suppose payroll.

Q. If you go to the second page of this exhibit, there is a check request. Do you recognize the handwriting on that request?

A. That's Doris Dettweiler.

Q. And the check request is to Steven Small dated June 14th, 1984 for $2,000. And it says reason for request, it says advance. And the accounting code is 170-02. And then it has requested by and there is some initials. Do you know whose initials those are?

A. David Hamilton and Doris Dettweiler.

Q. And Doris Dettweiler approved it?

A. Yes.

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Q. And then there is a paid stamp and there is a check number. Is that correct in there, that paid stamp? It's kind of hard to make out.

A. Yes.

Q. It's 1283 something?

A. Right.

Q. And if you go to the third page, there is another check request, it's dated the same date, June 14th, to David Hamilton. And it says reason for request it says advance, see payroll. And it's for $2,000 and it's the same accounting code, 170-02. And then requested by, there is some initials and do you know whose initials those are?

A. Dave Hamilton and Doris Dettweiler.

Q. For the approved by and then again there is another paid stamp. Would these check requests have gone through your desk?

A. Not -- they wouldn't have to have gone through my desk. I don't know whether they did or not.

Q. Would check requests like this normally go?

A. Normally. But there were times when I wasn't there.

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Q. So maybe somebody else would be filling in for you or --

A. No, it would -- Doris would have taken care of it.

Q. So if you weren't there Doris --

A. No, there was no one else in the office that wrote checks. Just Doris and I.

Q. So if you were out sick for a day, she would write the checks that needed to be written that day?

A. Right, or sometimes she stayed late at work. She had a lot more to do than I did. She stayed late and I went home. She stayed and I only took a half hour noon and went home at 4:30 and often she was there until 5:30. So if somebody came in and I wasn't there, she did it without my signature or without my writing it.

Q. If you weren't around --

A. Right, she did it.

Q. -- she would right checks, but if you were around --

A. Then I did it.

Q. If you go to Page 4 of this exhibit, Exhibit 13, starts at payroll register. Are you familiar with these?

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A. No, I'm not.

Q. Well, if you look down on the first page there, go down a few lines to the name Steven Small, coma Steven M. Do you see where?

A. Right.

Q. And there is two entries for him. The first entry shows $2,500, do you see that?

A. Yeah, mm-hmm.

Q. And that appears to be his payroll and there is federal tax and all kinds of deductions?

A. Right.

Q. And the net amount on the end. And the next entry for Mr. Small has $3,000 with a B next to that?

A. Right.

Q. Do you know what that might be?

A. The only thing I can think of, it would be bonus. But I don't know.

Q. And then if you go across the column again there is deductions. And under voluntary deductions, there is $2,000 with an A next to that. And the net pay is $49.00 from the original $3,000. Do you know what that could have been?

A. That $2,000 may have been an advance.

Q. Paying back the advance?

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A. I don't know. Because I had nothing to do with the payroll. I don't know if the B would have been bonus and the A advance. I don't know.

Q. Is it possible that the $2,000 A there is paying back the advance that he received from the second page, check request of $2,000?

A. That he paid back, are you saying?

Q. Is that -- could that be going with that?

A. Yes.

Q. The check request?

A. Yes. Really I guess I should say I don't know. Because I don't. I don't know.

Q. If you go further into this payroll register, if I can find it, go to the next page which is the -- it's the second page of the payroll register and they are numbered up in the right-hand corner of the payroll register. It says page 002?

A. Mm-hmm.

Q. Again, down at the bottom you see two entries for Dale Galemore?

A. He must have worked for us. He surely did. Do you remember a Dale Galemore?

Q. Excuse me, you can't --

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A. I'm sorry, okay. I guess he did.

Q. Dale Galemore and then you have the first row looks like standard pay and the second row appears to have the same numbers that Mr. Small's second row with the $3,000 with a B next to it and then further down looks like a $2,000 voluntary deduction and net pay of $49?

A. Yes.

Q. Do you know what that would have been for?

A. No.

Q. If you go to Page 7 of the payroll register and, again, they are numbered in the upper right-hand corner. And these are all dated June 29th, 1984.

A. Okay.

Q. About a third of the way down the page there is two entries for David K. Hamilton?

A. Okay.

Q. The first one appears to be his normal payroll and the second one appears to be the same as the ones from Mr. Galemore and Mr. Small with a $3,000 with a B next to it and then a voluntary deduction of $2,000 and an A next to it with a net pay of $49. And this doesn't refresh your memory

9504360423

at all?

A. No.

Q. Going to the checks at the end of this after the payroll register --

A. At the end?

Q. Yes, the last three pages. The third from the last page, check signed by Cynthia A. Galemore for $1,000 to Dole for Senate. Do you see that check?

A. Yes.

Q. And the next page after that there is a check for a thousand dollars signed by Dale Galemore made payable to the Dole for Senate. Did you ever hear anything about the Galemores making contributions to the Dole for Senate Committee?

A. No, I didn't.

Q. Go to the last page of Exhibit No. 1 and there is two checks, one signed by Joyce Small and one signed by Steven Small, each for a thousand dollars, dated June 11th, 1984 made payable to Dole for Senate. Did you ever hear anything about the Smalls making a contribution to the Dole for Senate Committee?

A. No, I didn't.

Q. Did you ever hear anything about the

at all?

A. No.

Q. Going to the checks at the end of this after the payroll register --

A. At the end?

Q. Yes, the last three pages. The third from the last page, check signed by Cynthia A. Galemore for $1,000 to Dole for Senate. Do you see that check?

A. Yes.

Q. And the next page after that there is a check for a thousand dollars signed by Dale Galemore made payable to the Dole for Senate. Did you ever hear anything about the Galemores making contributions to the Dole for Senate Committee?

A. No, I didn't.

Q. Go to the last page of Exhibit No. 1 and there is two checks, one signed by Joyce Small and one signed by Steven Small, each for a thousand dollars, dated June 11th, 1984 made payable to Dole for Senate. Did you ever hear anything about the Smalls making a contribution to the Dole for Senate Committee?

A. No, I didn't.

Q. Did you ever hear anything about the

Hamiltons making any contributions for the Dole for Senate Committee?

A. No, I didn't. Sure didn't.

Q. If you look at the -- going back to Exhibit No. 4, which is the accounts payable vendor ledger?

A. Okay.

Q. The third from the top page, David Hamilton. If you go back to the last exhibit we had, Exhibit No. 13, and the third page of that, there is a check request for David Hamilton dated June 14th 1984 for $2,000?

A. Mm-hmm.

Q. But there is not a corresponding entry on the accounts payable vendor ledger. Do you know why that would be?

A. No, I don't know why. It wouldn't be on this page other than it didn't have anything to do with expenses. If it didn't have anything to do with expenses and he was going to pay it right back. She has got see payroll. I don't know. This is --

Q. How about going back a page to Steven Small's in Exhibit No. 13, the second page. Shows a $2,000, the check request for $2,000 to Steven

9504368 4225

Small. And if you go to Exhibit No. 4, the page for Steven Small which is near the end, it's, I believe, the second page from the end.

A. Okay.

Q. And there is no entry for this $2,000 check either, is there?

A. No.

Q. Do you know why that wouldn't be recorded?

A. No, it is not.

Q. Do you know why it would not be recorded?

A. No.

Q. Do you know who David Owen is?

A. Who?

Q. David Owen?

A. Do I know him? No, I don't.

Q. Do you know who he is?

A. Yes.

Q. Can you tell me who he is?

A. He is a Birdview -- he was a consultant to Birdview.

Q. And do you know in what capacity he was a consultant?

A. No, other than he was trying to get a

9504368 4326

Birdview plant in Spring Hill.

Q. Was he paid by Birdview?

A. I don't know.

Q. Were you ever involved in any payments that went to him that you can recall?

A. I don't recall any.

MS. BEARD: Can I have this marked Exhibit No. 14.

(Whereupon, Oliver Deposition Exhibit 14 was marked by the reporter for identification.)

Q. It's a two page exhibit. Will you take a look at it.

A. I guess I did. There it is.

Q. When you are ready let me know.

A. Okay.

Q. Go to the second page of this exhibit. It's a check for $25,000. Is that your handwriting?

A. Yes, it is.

Q. It's a check to David C. Owen dated December 7th, 1983 for $25,000 signed by, is that your signature?

A. Yes, it is.

Q. And then David K. Hamilton's?

9504368 42227

A. Right.

Q. And up there it says payment of architect fee?

A. Prepayment of architect.

Q. Okay, prepayment?

A. Yeah, prepayment of architect fee.

Q. Do you know anything about why this check was prepared aside from what's written up there?

A. No.

Q. Do you remember any other checks that you may have been involved in?

A. No, I sure don't. I really don't.

Q. Do you remember any conversations --

A. Other than if there would have been a consultant's fee. And I don't know if I wrote those checks. I don't know.

Q. Do you remember ever hearing anything about contributions that David Owen may have made to political committees?

A. No, I don't remember anything. I just don't.

Q. Going to the first page of this exhibit, there is -- it says check number 15320 dated September 12th, 1984. Do you recognize the

9504368422 8

handwriting on that check?

A. Well, not unless it's Doris Dettweiler's.

Q. Is that her signature down in the lower right-hand corner?

A. Yes, that's her signature.

Q. And it's made payable to The Senatorial Trust and David Owen. Do you know what this check would have been for?

A. No, I don't.

Q. Do you remember hearing -- up at the top it says membership dues. It has a stub attached to that?

A. No.

Q. Were the Birdview checks, did they have a stub along the top of some kind, do you recall?

A. 1984. A lot of our checks were written in duplication because I had to print right hard to get it to go through all it went through. It was -- I can't remember those checks.

Q. That's okay. Well, up there where it says membership dues?

A. Yeah, it looks like one of those checks. But I can't remember.

Q. Do you know what this membership dues

9504368422 9

would have been for for The Senatorial Trust?

A. No, I don't.

Q. Do you ever recall hearing any conversation at all in the office, any rumors going around, anything?

A. No, I don't.

MS. BEARD: I would like to have this marked Exhibit No. 15.

(Whereupon, Oliver Deposition Exhibit 15 was marked by the reporter for identification.)

Q. This is a very large exhibit and I'm going to be referring to a few pages of it, so maybe we'll start with the page I'm going to be referring to. It might be a little easier. The pages are numbered in the lower right-hand corner which will make it easier. This is a collection of cash, check requests and checks that were issued to Charles A. Ross. I'm going to start on Page 4, the fourth page in. And do you see that it says action tab across the top?

A. Yes.

Q. It says to Esther?

A. Yes.

Q. Would that be you?

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A. Right.
Q. Do you recognize the handwriting?
A. Mine.
Q. That's your handwriting?
A. Yes.
Q. And it says, please issue a check for $1,000 travel advance?
A. Mm-hmm.
Q. And then there is two initials there?
A. Ed Hackerott.
Q. And that's Ed Hackerott?
A. Right.
Q. Would that check have been to Bud Ross?
A. Yes.
Q. So this would be like the replacement of a check request for back then?
A. Yes.
Q. So you had some piece of paper to go with the check?
A. Right, yes.
Q. And this was dated May 20th, 1982?
A. Mm-hmm.
Q. If you go over to Page 19, they are kind of light but in the lower right-hand corner.
A. Okay.

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Q. And there is two check requests on that page. And the top one says Charles A. Ross and it's February 8th, 1948. Do you see that?

A. Yes.

Q. And on the bottom it's a --

A. There is that Dee.

Q. It says check to Dee, D-E-E.

A. That may have been.

Q. Do you know who Dee would have been?

A. No, I don't.

Q. This is in the amount of $15,000?

A. I sure don't.

Q. If you go to the next page, Page 20 of this exhibit, there is a note on the top of the page and it says, "Dave, I was wrong about our money needs. Give Dee, D-E-E, $6,500 Monday. Thanks Bud." And then it says, "Dee, D-E-E, deposit in my account."

A. Dee.

Q. Do you know who Dee could have been?

A. I don't know any Dee at all.

Q. Is that Bud Ross's handwriting up at the top of this page?

A. Yes, that printing is, mm-hmm.

Q. But you don't know who the Dee might

9504368 42332

have been?

A. I don't know who Dee is. And that other one that said D-E-C, might have been Dee. I don't know who Dee.

Q. Did Doris Dettweiler use the nickname Dee?

A. No, not ever. Not ever.

Q. If you go on to Page 32, there is a check number 15309 for $20,000 to Charles A. Ross and there is a signature on the check. Is that your signature? I know it's a little bit hard to read.

A. It's my writing. Charles Ross.

Q. That's your handwriting?

A. Mm-hmm.

Q. And it says, reason for request, it says Spring Hill on the check request part?

A. Right.

Q. Do you know what that would have been for?

A. Supposedly for this thing we were supposed to be doing up at Spring Hill. We were going to build a building up there and move to Spring Hill. Not me but --

Q. If you go to the next page, Page No. 33

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there is another check request and a copy of a check. And it's to Charles A. Ross for $4,000, dated September 14th, 1984. And the reason for the request is an advance. Is that your handwriting on the check? I know it's hard to read. It's another tissue copy.

A. I hardly believe it is. Yet the $4,000 looks like me. And so is the date. It must have been.

Q. My copy might be clearer. If you can see, does that look like your handwriting?

A. Is this it? I don't know if I can tell -- yeah.

Q. That is your handwriting?

A. I believe that's an E over there.

Q. Do you know what this advance would have been for?

A. No, I have no idea other than an advance.

Q. Then if you go to the next page, Page No. 34, it's another check dated September 19th, for $3,000 for Charles A. Ross?

A. Mm-hmm.

Q. Is this your handwriting?

A. Yes, it is.

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Q. Do you know what this check would have been for?

A. No.

Q. Go to Page 38, another check request for Charles A. Ross. This one is 1984 in November for $9,285.56. Is that your handwriting on the check?

A. Yes.

Q. And for the reason for request on the check request it says expense advance?

A. Right.

Q. Do you know what this would have been for?

A. Expense advance, I suppose.

Q. If you go to the next page, this one is hard to read. Again, my copy is a little bit clearer I think.

A. Yeah, that Charles A. Ross looks a little bit like my writing.

Q. And that $5,000 in November of 1984, do you know what this would have been for?

A. No, I don't.

Q. And if you look at the next page there is a deposit slip that went with it?

A. Mm-hmm.

Q. For $5,000 on November 30th, that was

9504368 42335

deposited into the account of Gunilla Nilsson Ross?

A. Okay.

Q. Do you know what that would have been for?

A. No.

Q. If you go to the next page, Page 41?

A. Okay.

Q. Another check for Charles A. Ross for $465.05 dated November, looks like the 30th, of 1984. Is that your handwriting?

A. Yes, it is.

Q. Do you know what this check would have been for?

A. I don't know. An amount like that sounds like an expense report but --

Q. And the next page is a deposit slip that goes with it?

A. Yes.

Q. Do you have any idea what this would have been for?

A. No, I don't.

Q. Go to the next page, more legible copy here.

A. Right.

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Q. Another check, this one is from January 7th, 1985, is that your handwriting on the check?

A. Oh, on the check? Yeah, the check is, mm-hmm.

Q. And that's made payable to Charles A. Ross for $15,000?

A. Mm-hmm.

Q. And if you go to the check request, it says the reason for the request is an advance. Do you know what this would have been for?

A. No, I don't.

Q. As you can see if you look through here, these are all copies of checks to Charles A. Ross?

A. Right, I know.

Q. He was getting, it appears to be, an awful lot of money?

A. He did.

Q. Do you have any idea what this money was going for?

A. Have no idea. Other than they spent money like it was getting a drink of water. They spent a lot of money.

Q. They being who?

A. Bud and Gunilla. And they were gone a lot. They just spent a lot of money. I didn't --

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like I said, after so many years you just get to the place where you just do it and you never think a thing about it other than, good gosh, another check for Bud and that type of thing.

Q. This is an awful lot of money, to me anyways, coming out of reason for request being advance. Do you know at all if he was paying this money back?

A. No, I have no idea. I don't have any idea. I took for granted he was.

Q. But you never knew?

A. No, I don't know. I had no way of knowing.

MR. BLESSINGTON: Was there any discussion about the amount of money that was going to Bud Ross in the accounting department?

THE WITNESS: No.

MR. BLESSINGTON: You never spoke to Ms. Dettweiler about it?

THE WITNESS: Usually nobody knew it but Doris and I.

MR. BLESSINGTON: And you never discussed it with Doris?

THE WITNESS: Not really discuss it, no.

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Q. Did you ever talk about gee, there is a lot of checks going through or anything like that?

A. What?

Q. That there is a lot of checks going through or anything like that?

A. No.

Q. When you first started working for Birdview, did it strike you as unusual, the amount of money he was taking in advances?

A. No, not really. I knew Bud real well.

Q. Did it catch you by surprise at all then?

A. No. I worked for Bud for 13 years in Custom Electronics.

Q. And was it the same thing there with the amount of money?

A. A lot of it. Bud took a lot of money. But I took for granted he paid it back. I don't know. I was just told. Ed Hackerott was my controller at Custom. I didn't even give it a thought. I really didn't, you know, think about the fact that -- well, you got a check request, you wrote it down. That's what I was getting paid for. And I really, I just didn't question. And like I said, Doris and I didn't talk about it. I

9504362 39

would just take it in and lay it on her desk and that would be it.

MS. BEARD: Can I have this marked Exhibit No. 16.

(Whereupon, Oliver Deposition Exhibit 16 was marked by the reporter for identification.)

A. I worked there for 12 years.

Q. You worked how many years at Custom Electronics?

A. I worked there 12 years.

Q. And Bud Ross was there the whole time that you were there?

A. I can't tell you that for sure because he left and I can't remember when he left. I left in 1978. I worked from '66 to '78.

Q. And you were a bookkeeper or in the accounts payable?

A. Mm-hmm.

Q. Was this accounts payable there too?

A. Mm-hmm.

Q. Look at Exhibit No. 16, it's copies of checks. And if you will let me know when you are ready.

A. Okay.

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Q. This is copies of checks that were all made payable to Charles A. Ross. Look at the first page there is two checks, looks like one is for $15,000, the second one, from January of 1984. And is that your handwriting on the check?

A. Yes, it is.

Q. And the top one is also from January, '84 that's for $5,000. And is that your handwriting?

A. Yes.

Q. Go to the second page. Check for $50,000 from, looks like, June of 1984. And that's your handwriting?

A. Yes, it is.

Q. And who is the other signature on that check with you?

A. Charles A. Ross.

Q. Was there a policy that someone could sign a check made payable to themselves or that they couldn't sign a check?

A. No.

Q. So it was okay that he signed a check that was made payable to himself?

A. Yes. If somebody else signed it.

Q. And if you go to the second check on

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that page. June, 27, 1984, it looks like a check for $40,000?

A. Forty, don't you believe?

Q. You think it's 40? If you look at the numbers it's a four with four zeroes. I know the end of it is cut off. If you look across the top, the sum $40,000?

A. I believed you are right.

Q. And is that your handwriting?

A. Yes, it is.

Q. And is that also Charles Ross's signature on there?

A. Yes, it is.

Q. Along with yours?

A. Yes.

Q. Go to the third page of this exhibit. We have a check we have already seen for $15,000 where you are the only signature --

A. Right.

Q. -- on there. And that's your handwriting, correct?

A. Right.

Q. And do you recognize the handwriting on the bottom check there, check number 8480, made payable to Charles A. Ross?

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A. Yes.
Q. Whose handwriting is that?
A. That's Doris Dettweiler's and Charles Ross.
Q. Whose writing is the name that wrote paid to the order of Charles A. Ross?
A. I don't know who that is.
Q. But the signature is Doris Dettweiler's and Charles Ross?
A. Yes.
Q. And that's a $20,000 check?
A. Right.
Q. And we go to the next page there is another check up at the top for $20,000 check that we talked about earlier --
A. Yes.
Q. -- is reprinted there?
A. Right.
Q. And that's your handwriting, correct?
A. Yes.
Q. And then the second check on that page is check number 7734. And again, do you recognize the printing or the handwriting that filled in the paid to the order of line?
A. No.

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Q. But it says Charles A. Ross?
A. Yeah.
Q. For $5,000?
A. Right.
Q. And finally, the last page is tissue copies of checks and I know they are hard to read. They are all made payable to Charles A. Ross. Do you recognize the handwriting on those?
A. Yes.
Q. And whose handwriting is that?
A. Mine.
Q. All three of them?
A. Yes.
Q. Those three checks of $15,000, a $5,000 check and a $1,000 check, is that correct?
A. Right.
Q. And again, did it strike you as strange the amount of money that he was getting from the company?
A. Who was I to ask a question? He is the boss, he told me to do it, you know. Or the check, if there was a request which I'm sure there was. And that was my job.
Q. But there always would have been some kind of paperwork or request for every check?

A. Right, yes.

MS. BEARD: Exhibit No. 17.

(Whereupon, Oliver Deposition Exhibit 17 was marked by the reporter for identification.)

Q. Please take a look at this exhibit. When you are ready, let me know.

A. Okay.

Q. Have you seen this before?

A. No, I haven't.

Q. Do you recognize the handwriting at all?

A. No.

Q. It appears to be account activity for fiscal 1984 on Bud Ross. That's what the top of it says on the first page?

A. Yeah.

Q. And what I'm interested in is on the third page. And it has the number [redacted] in the lower right-hand corner. Do you see that?

A. Okay.

Q. And under where it says balance about maybe two-thirds of the way down the page it says balance 12-31-83?

A. Right.

Q. Underneath that it says political

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donations of the various VP's. And it lists some names. Ed Hackerott with $2,000, Roger Mason with $1,000, Bob Owens with $2,000, Steve Phillips with $2,000 and Stan Ross with $2,000. And then it totals it up as $9,000. Do you recognize that handwriting?

A. No, I don't.

Q. And then next to it there is a note which is very hard to read. My copy is a little bit clearer. You can look at my copy. I have it written down. Top is a little clearer. It looks like it says, "Note: These political contributions were made by these VP's at Bud Ross's request. Birdview reimbursed them for the donations and charged the $9,000 against Bud Ross's advance account. Effect is nil on Birdview books therefore -- looks like -- pass further investigation." Do you see where I'm talking about.

A. Yeah.

Q. Do you recognize that handwriting?

A. No, I don't.

Q. Do you remember back in 1983 ever hearing anything about people making contributions at all?

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A. (Witness shakes head in the negative.)
Q. No water cooler talk or anything?
A. I sure don't.
Q. You said earlier that Bud and Gunilla Ross spent a lot of money. Do you know what they were spending the money on?
A. Gunilla came from Sweden. She went to Sweden.
Q. So they traveled a lot?
A. Traveled.
Q. Anything else that you can think of?
A. A home, they moved up here some place. And a home and just lived high.
Q. I'm going to be continuing the deposition which means we are closing for today. And I don't expect that we'll need to talk to you again. And we can continue it in case we need to talk to you again. And we can arrange something informal maybe over the phone or something like that so you won't have to drive up here again.
A. Appreciate that.
Q. I want to remind you about the confidentiality and that you can't discuss this with anybody.
A. Okay.

A. (Witness shakes head in the negative.)
Q. No water cooler talk or anything?
A. I sure don't.
Q. You said earlier that Bud and Gunilla Ross spent a lot of money. Do you know what they were spending the money on?
A. Gunilla came from Sweden. She went to Sweden.
Q. So they traveled a lot?
A. Traveled.
Q. Anything else that you can think of?
A. A home, they moved up here some place. And a home and just lived high.
Q. I'm going to be continuing the deposition which means we are closing for today. And I don't expect that we'll need to talk to you again. And we can continue it in case we need to talk to you again. And we can arrange something informal maybe over the phone or something like that so you won't have to drive up here again.
A. Appreciate that.
Q. I want to remind you about the confidentiality and that you can't discuss this with anybody.
A. Okay.

Q. You have the right to read the transcript, if you want to. You can read it or if not, you can waive your right and not bother to read it. It's up to you. Would you like to read the transcript, get one mailed to you or no?

A. You would mail it to me?

Q. The court reporter would mail it to you. You would read it and note any corrections on it and mail it back. And or you can say no.

A. I don't want to do that and whatever they type up is fine.

Q. We don't care. It's up to you.

A. I don't know of anything that I would change.

Q. So do you want to see it or not?

A. No.

Q. Okay, so you are waving you right. I'm handing you a check which I will hope will cover the mileage as I estimated it. And if there is a problem with that, let me know and we can fix that up. And as I noted, we are continuing the deposition.

(Whereupon, it was stipulated by counsel and the witness that submission of the transcribed deposition to the witness for examination, reading

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and signing is waived and that said deposition shall possess the same force and effect as thought read and signed by the witness.

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C E R T I F I C A T E

I, GLENDA C. READ, a Notary Public of Jackson County, State of Missouri, do hereby certify:

That prior to being examined, the witness was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand this 3rd day of February, 1989.

Glenda C. Read

Glenda C. Read, RPR, CM
Notary Public of the
State of Missouri

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TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

In re:

MATTER UNDER REVIEW

2582

CONFIDENTIAL

DEPOSITION OF WANDA BOWMAN

CONFIDENTIAL

Kansas City, Missouri

Thursday, January 26, 1989

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UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

IN RE:

MATTER UNDER REVIEW 2582

DEPOSITION OF WANDA BOWMAN

Kansas City, Missouri

January 26, 1989

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HOSTETLER & ASSOCIATES, INC.
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SHAWNEE MISSION, KS (913) 262-0100 • KANSAS CITY, MO. (816) 421-6052

IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF WANDA BOWMAN, taken on behalf of the Federal Election Commission, pursuant to subpoena, on the 26th day of January, 1989, at the United States District Court, 811 Grand, Room 401, Kansas City, Missouri before

GLENDA C. READ, RPR, CM,

of Hostetler & Associates, authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission was MR. DANIEL J. BLESSINGTON and MS. SUSAN BEARD of the Office of General Counsel, 999 E Street, N.W., Washington, D. C. 20463

Appearing for Wanda Bowman was MR. LARRY G. CHIPMAN of CHIPMAN & WOOD, P.C., 4317 South River, Independence, Missouri 64055.

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WANDA BOWMAN

being first duly sworn, testified under oath as follows:

EXAMINATION

BY MR. BLESSINGTON:

Q. This deposition is being taken pursuant to an investigation being conducted by the Federal Election Commission under Section 437-G of Title II of the United States Code. The statute provides that the proceedings here and anything with respect to the investigation will remain confidential, although a respondent may be able to waive confidentiality at least as to her own involvement. You are a respondent in this case.

MR. CHIPMAN: Excuse me, what chapter of the United States Code is that?

Q. It's Section 437-G, Title II. The investigation is designated Matter Under Review No. 2582. My name is Daniel J. Blessington. And I'm going to be representing the Commission here today along with Susan Beard. Could you please tell me your full name?

A. Wanda B. Bowman.

Q. And what is your address?

A. Route 2, Box 7, Blue Springs, Missouri.

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Q. And your telephone number?

A. [redacted]

Q. You have a right to counsel and I do note that one is here today. Could you identify him for the record.

A. Larry Chipman.

Q. And I will just state for the record that you filled out a designation of counsel form today and that he will be representing you in this matter?

A. Mm-hmm.

Q. And we will be contacting Mr. Chipman in the future rather than speaking to you directly.

A. All right. I had understood when I talked to you, Susan, the other day when I called to tell you that I would have an attorney here and you said I didn't need to fill this out if he was just appearing today.

MS. BEARD: Right, I'm not sure if he is going to be appearing today or if he is going to be representing you in the future and that's something I'm not clear about.

Q. Will he be representing you in the future?

MR. CHIPMAN: Why don't we go off

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the record.

(Whereupon, a discussion was held off the record.)

Q. A slight bit of confusion, but they will be getting in touch with you in the future, I'm sure in one way or another. But we will do that through Mr. Chipman now. Is that all understood?

A. Okay, fine.

Q. I'm going to be asking questions regarding violations of the Federal Election Campaign Act. You are a respondent in this case and I'm going to ask some questions regarding your possible involvement and violations. But I'll also be asking some questions with respect to other people. This is a civil investigation. The court reporter is taking down everything that's said and she will produce a transcript so please give verbal answers and try to avoid simply nodding or shaking your head.

A. All right.

Q. Please treat this as a court of law as if you are in front of a judge and jury although none is here. Remember that you are under oath. And if you don't understand a question, if you don't hear me completely or if you need a break,

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just let me know.

If, during the course of the deposition, you realize you may have given an incomplete or incorrect answer to a previous question, just tell me and I'll give you an opportunity to correct or amplify the record. Are you married?

A. No, I'm not.

Q. And are you working right now?

A. Yes, I am.

Q. And what is your place of employment?

A. Power Group Designs.

Q. And where is that located?

A. Overland Park, Kansas.

Q. And what is your highest level of education?

A. High school with some just extra courses but no degree.

Q. What type of courses?

A. Business, accounting, management, that type of thing.

Q. And what kind of position do you hold today?

A. I'm administrative assistant to the president.

Q. To the president of this company?

9504368425 8

A. Yes.

Q. Now, in preparing for the deposition today, did you speak to anyone other than your attorney, of course?

A. No, I haven't.

Q. Ms. Bowman, were you ever employed by Birdview Satellite Communications, Incorporated?

A. Yes.

Q. And when were you employed by them?

A. June of '85 through February of '86.

Q. And what were the circumstances of that employment?

A. I'm not sure I understand circumstances.

Q. What were the circumstances of your hiring? How did you happen to get the job?

A. A search firm in the east that Mr. Ross had used on numerous occasions contacted me at my employer at that time. Not me directly, they were searching and they were calling executive assistants or secretaries in the Kansas City area. And I was interested and called them back later. And it ultimately ended in my being hired.

Q. So you didn't know Charles Ross?

A. No, I did not.

Q. And for the record, Charles Ross is the

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former president and chairman of the board of Birdview?

A. Yes.

Q. What was your position?

A. I was assistant to the president.

Q. And can you give me some idea of what your duties were?

A. Just day to day activities. I, of course, did his correspondence, arranged meetings when necessary, I attended staff meetings, board meetings, ran errands.

Q. You kept him organized, is that fair to say?

A. Yes.

Q. Did you ever handle any expense advances or reimbursements for Mr. Ross?

A. I probably did.

Q. If he needed money for some purpose would he go to you?

A. I helped him with his expense reports. He would give me the tickets and I would make out the sheets.

Q. Did you ever discuss political contributions with Bud Ross?

A. No, I did not. Except on the one

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occasion which I think I included in my statement, the day that this all occurred.

Q. Yes, for the record, you did respond to our reason to believe finding and subpoena. And you included quite a bit of information. It appears that you were very organized. And you have indicated that on October 9th, 1985 you attended a fund raiser in Kansas City?

A. Yes, I did.

Q. For Senator Dole's senatorial campaign?

A. Yes.

Q. And you indicated that there was a board meeting prior to that at Birdview and that you decided to substitute for Bud Ross who couldn't make it, is that essentially it?

A. That's correct.

Q. Can you tell me how that all occurred, you were at the board meeting and what happened?

A. Well, it was a very long board meeting. We were in the midst of all this scrambling situation and the bottom falling out of the industry so there was a lot to discuss. And the board meeting went on. Some of our directors were from out of town. And to save them staying another day or coming back, they decided to

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continue the meeting. And that's when I suggested to Mr. Ross, "Would you like for me to attend," because I knew he was scheduled to.

Q. And what did he say?

A. He said yes, that he would if I wouldn't mind going.

Q. And so you ultimately did go?

A. I did go on.

Q. Did you go with anyone?

A. Yes, his wife picked me up.

Q. And his wife's name is?

A. Gunilla.

Q. Gunilla Ross?

A. Ross.

Q. And so you went to the fund raiser. And what did you do, did you give somebody a check or?

A. Yes, and I think it was Dave Owen that I gave the check to because he was the only one there that I knew other than Mrs. Ross.

Q. Can you tell me who Dave Owen is?

A. Dave Owen was a consultant to Birdview. He was supposedly helped in public relations. I know he was involved in a real estate transaction. He was in and out of our office on occasion.

Q. To see Bud Ross?

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A. Yes. Or others, I presume.
Q. So you met him in that capacity?
A. Yes.
Q. Where he would come in the office?
A. Mm-hmm.
Q. I see. And do you know if he had anything to do with the Dole for Senate campaign?
A. Only what I have read in the newspapers.
Q. At the time, did you know of any involvement he had?
A. No, I didn't. I didn't know his history. Like I said, I have read in the newspapers since then that he would have been involved earlier.
Q. So when you gave the check to him -- you recall having given the check to him -- you thought he was connected with the Dole campaign but you just didn't think much about it, is that fair?
A. I guess that would be a fair assumption. Like I said, other than Mrs. Ross, Mr. Owen was the only one that I recognized.
Q. Prior to this time, had you ever been involved in politics before?
A. No, not to any extent other than an

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interest in following it.

Q. I mean, had you volunteered in any campaigns?

A. No.

Q. Had you ever made a political contribution?

A. No.

MR. BLESSINGTON: Let me have the reporter mark this as Exhibit 1.

(Whereupon, Bowman Deposition Exhibit 1 was marked by the reporter for identification.)

Q. Now, this is a one page document. It's a copy of a check. In the materials that you submitted to us, you indicated that you could only find a tissue copy and you did submit a copy of that to us.

A. Mm-hmm.

Q. But is this -- could you describe this copy of a check to me?

A. Yes, it's check number 1301 written on my Burns and McDonnell Credit Union account, October the 9th, to the Dole for Senate in the amount of $250.

Q. And this was a copy of the check that

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you brought to that function and gave to Mr. Owen?

A. Yes.

Q. How did you decide upon $250?

A. I didn't know what to do because I had never done anything like that before but I expected that if I attended a fund raiser that I should give something. When I asked Mr. Ross about it briefly and he said that would be up to me. And I subsequently decided $250 because I guess it just seemed like an adequate amount and yet not over much because I couldn't afford it, frankly.

Q. You couldn't afford more than $250, is what you are saying?

A. Right.

Q. But again, how did you arrive at $250? Did Mr. Ross suggest to you that that would be a proper amount?

A. No.

Q. Is that what Gunilla was giving?

A. I didn't know what Gunilla was giving.

Q. You didn't ask her?

A. No.

Q. So you just pulled the $250 out of the air?

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A. I did. In fact, I think I wrote my check before I even left the office and met Mrs. Ross.

Q. Was it your understanding that Bud Ross would reimburse you for this?

A. No, there was nothing discussed.

Q. Nothing implied?

A. No.

Q. But yet this was your first contribution --

A. That's correct.

Q. -- to a political candidate? Now, at the time, Ms. Bowman, you were making how much money?

A. $30,000 a year.

Q. And I know that you worked only a short time because Birdview had financial difficulties?

A. Mm-hmm.

Q. So you were making that the entire time that you were at Birdview?

A. Yes, I did.

Q. And did you ever get a bonus?

A. Yes, I did.

Q. Can you -- well, let me have this marked.

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(Whereupon, Bowman Deposition Exhibit 2 was marked by the reporter for identification.)

Q. And take a minute and take a look, if you would like. But this is one of the pages from the many pages of documents you submitted to us in response to our subpoena. And I would ask you to describe the third item on the page.

A. Yes, it's a stub from a check of Birdview Satellite Communications payable to myself for $500 bonus on October the 15th, 1985.

Q. The pay period, I think, is October the 15th. Does it indicate what the paid date was over to the right?

A. No, I don't see anything there.

Q. Didn't copy well. Let me show you the original document.

A. I'm not sure, there is a 10-10-85. Is that the date of the check?

Q. Yes.

A. Okay and then the 10-15 must have been the pay period.

Q. So the 10-10-85 is the actual pay date. And that was the day after you had made the $250 contribution?

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A. Yes, it would have been.

Q. And I think that if you take a look at it, the net pay was how much money?

A. $391.75.

Q. What was this bonus for?

A. Well, when I received the check, I didn't even know I was going to get it. And I asked Mr. Ross about it later and it was because of the extra hours I had put in. I had put in a lot of hours beyond eight hours a day. I had traveled with him to various functions and spent time away from home.

Q. Had you been doing that since you first started working?

A. Yes. In fact three days after I went to work there we went on a trip to a trade show.

Q. But this was the first time you got a bonus?

A. Yes, it was.

Q. And it was the day after that you made the $250 contribution to --

A. Yes.

Q. -- the Dole Committee? Did you discuss with Bud Ross the fund raiser after you had gone to it?

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A. No, I don't believe I did.
Q. He didn't ask you how it was?
A. No.
Q. And you didn't tell him how much you contributed?
A. I don't recall that, no. Frequently Mr. Ross would not even appear the next day. I mean, there were many days he did not come into the office. He may have gone to Chanute or the plant. I did not see him every day. And I don't recall if he was there the next day.
Q. You don't recall that. So you don't recall if Dave Owen stopped by the office the next day, for instance?
A. No, I do not.
Q. Now, that was the only bonus that you received in the entire time you were there?
A. That is correct.
Q. And the rationale as expressed by Mr. Ross was that you had been putting in a lot of extra time?
A. Yes.
Q. Was that essentially it?
A. Mm-hmm.
MS. BEARD: What was your answer to

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that last question?

THE WITNESS: Yes.

Q. Now, do you know an Ed Gibson?

A. Yes.

Q. Can you tell me who he is?

A. I'm not sure if his title was just vice president, I believe, of marketing.

Q. And did you work with him?

A. No, not really other than just contact if -- in staff meetings or if Mr. Ross needed something from the marketing department then I would contact them.

Q. So you didn't work with him on a regular basis?

A. No, I did not.

MR. BLESSINGTON: I would like to have this marked as Exhibit 3.

(Whereupon, Bowman Deposition Exhibit 3 was marked by the reporter for identification.)

Q. Take a moment and let me know when you are ready. Are you ready?

A. Mm-hmm.

Q. Now, this is a copy of a check request form. Is the form, number one, something familiar

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to you?

A. I don't know whether I have ever seen that form or not. I never completed one of them.

Q. Well, can you just describe what the check request indicates?

A. It indicates check request. Do you want me to --

Q. Yeah, could you just describe it for me?

A. To myself, Wanda Bowman and the date is October the 10th. The reason for the request was bonus on payroll check 5023. Amount was $500 and it was approved by Ed Gibson.

Q. Can you tell me why Ed Gibson would have made this request?

A. No, I can't.

Q. You have no idea?

A. No, I don't.

Q. And you have never seen a form like this before?

A. No.

Q. You have never filled one out like this?

A. Not to my knowledge. I don't recall anything like this.

Q. But this would seem to be related to the check you got on that day?

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A. Yes, definitely.

Q. It all seems to fit but you just don't know what Ed Gibson's role was in that?

A. No, I do not. Ed did on occasion sign expense reports, I think, for me because Bud wouldn't be in the office or in town. He traveled a lot.

Q. So it could be related to the fact that Bud might not have been around?

A. That's correct. That's the only thing I can think of.

Q. So you never discussed the bonus with Mr. Gibson?

A. No. I didn't know he was involved in it.

Q. Now, getting back to October 9th, 1985 when you went to the fund raiser and gave Dave Owen that $250 check?

A. Mm-hmm.

Q. You attended it with Gunilla Ross?

A. Yes.

Q. And did she also hand over any checks to Dave Owen?

A. I did not see her hand over any check. I presume she did since she attended but --

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Q. Are you aware that, according to the public record, both Gunilla and Bud also made contributions on the same date that you made them?

A. I read that in the newspaper.

Q. So both of them made $250 contributions, at least it was reported as having been, on the same date as you. Let me just explain for a moment. The Commission requires political committees to file reports for their receipts and expenditures and that's where we got this information. Although the committee reports indicate that it was a couple of weeks after October 9th, they probably just didn't get around to putting it when they should have.

MR. CHIPMAN: Did you say those were $250 dollar contributions also?

MR. BLESSINGTON: Yes, by Gunilla Ross and by Bud Ross. And we also have copies of checks. Theirs are dated actually October 8th as opposed to October 9th. Maybe they were confused.

Q. But you weren't aware of these at the time?

A. No, I wasn't.

Q. And you didn't discuss with Gunilla again the amount?

9504368427 3

A. No, I did not.

Q. Isn't that kind of strange that you would just come up with a $250 figure and they would as well and you had never made a contribution before?

MR. CHIPMAN: Objection. Calls for conjecture on her part. Go ahead.

A. Like I said, I knew the industry was in dire circumstances at that time. And I also knew that SPACE, which was the satellite association which we belonged to and Mr. Ross had been active in for a number of years, were holding a -- what do I want to say -- a sit-in rally, I believe they called it. In Washington.

In fact, I'm not even sure of the date. It's on my expense reports, but I think it was later in October or November. And that there was lobbying that we were scheduled to visit with senators and representatives to try to explain the position from manufacturers' point of view.

And I felt just -- I don't know why I picked $250. But it was, you know, my job depended upon us staying in business. And I just elected to do so.

Q. Well, this was a fund raiser and I

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wondered if the $250 was the amount requested by the Dole Committee for this particular fund raiser. There are suggestions like that in political fund raising.

A. I don't really know.

Q. So it's just fortuitous that it was the same amount as the other people?

A. Yes.

Q. Now, you mention the SPACE. And that was the satellite industry group that was trying --

A. Mm-hmm.

Q. -- trying to promote the industry and trying to prevent the scrambling?

A. Correct, mm-hmm.

Q. You indicated that Bud was involved in that. And in what way was he involved in SPACE?

A. At the time I worked for him, he was an officer and on the board because when we went to the trade shows that's when SPACE would hold their board meetings. And I had to attend those board meetings with him and took minutes.

Q. And where were the board meetings held?

A. Where?

Q. Yes.

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A. They were held during the trade shows. And usually consumed two, two and a half days.

Q. And were there any political meetings at these shows? I'm using the term broadly.

A. I vaguely remember it. I believe it was the Nashville trade show that there was some sort of a reception. But I don't even remember who it was for. I did not attend.

Q. Were you aware of any contributions that Bud Ross made to this group?

A. To SPACE?

Q. Yes.

A. I think, because I kept Mr. Ross's personal books, I remember seeing checks made out to SPACE. For what they were for, I'm not sure. Just contributions.

Q. Contributions, from when you say his personal books --

A. Personal checks.

Q. Personal checks as opposed to Birdview checks?

A. Yes, I didn't have anything to do with Birdview checks other than what came -- my payroll or --

Q. So you did see contributions to this

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group SPACE in his personal checking?

A. Yes, I couldn't tell you when. But I recall seeing checks made out to SPACE.

Q. Do you recall any contributions he made during the same period of time, that is, October of '85, to SPACE?

A. No.

Q. He didn't talk about it with you?

A. Hmm-mm.

Q. Now, while you were employed at Birdview, had you heard of any discussions at all relative to political contributions?

A. No, I hadn't.

Q. Nothing at all?

A. Not in my presence.

Q. And did you ever see any evidence of any contributions that were made to political candidates by employees or --

A. No, other than Mr. Ross in seeing some checks. Because I balanced his checkbook.

Q. And you can't recall precisely what they were?

A. No, or the amounts or when. I have no idea.

Q. But was that pretty much the extent of

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your involvement was balancing his checkbook after he had written the check?

A. Yes, usually. There were occasions I could write checks. I paid some household bills for him. I may have typed the checks out. I may have even signed some. I don't really know. Because I could sign on his account.

Q. You might have signed checks that went to a political candidate, for instance?

A. Not to my knowledge, did I. Oh, I could have, yes.

Q. You are saying it was possible?

A. Yes.

Q. Did you ever deliver any checks for Bud Ross to any candidates?

A. No, I did not.

Q. So the first you heard of any political contributions was the newspaper article back about a year ago?

A. Yes, when I read that in the newspaper was my first knowledge of any problems.

Q. Well, let me just sum up what I think we have learned today. You were employed by Birdview for less than a year?

A. That's correct.

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Q. At an annual salary of around $30,000. You received one bonus of $500 on October 10th, 1985 and that was the only bonus you received?

A. Yes.

Q. And on October 9th, 1985 you made your first and only political contribution in the amount of $250 to the Dole for Senate Committee for his 1986 re-election. And on that same date, October 9th, 1985, Bud and Gunilla Ross made $250 contributions to the Dole for Senate Committee?

A. That's what you have told me and what I have read.

Q. Is there anything else you would like to say?

A. No. The only other thing that I can think of that would have any connection with political was when we were in Washington, we attended -- everyone that -- on Birdview's behalf that went to Washington -- along with many other SPACE people attended a reception for -- and I looked it up since I talked to you, Larry -- Al Gore.

Q. In Washington?

A. In Washington. And I presume that that must have been a fund raiser. I didn't pay

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anything. The company may have, I have no idea.

Q. Was it your understanding at the time that there was some type of donation requested to get into this particular function?

A. No, I didn't know. We were just told we were going to this reception. And I remember I had been on my feet all day and I was worn out and we had to walk like six blocks and it about killed me.

Q. So you did attend this particular --

A. Yes, did I.

Q. This particular event?

A. Reception.

Q. And you don't recall any discussion by any other Birdview people about -- or SPACE people about --

A. No.

Q. -- about how the reception was paid for, if at all?

A. No, I don't.

Q. Okay. Well, I'm about finished I think, at this point. I'm going to start wrapping up. I'm going to continue the deposition. I doubt if we are going to need to speak to you again. And if we do, we'll contact your counsel. But we will

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continue it just for the purposes of the possibility that we might.

I want to remind you again that the investigation is a confidential one. If you have any questions about waiver, you can ask me about it and I'll try to help you with it. I have a witness fee and mileage check for you for coming today which I'm handing you right now.

A. Okay, thank you.

Q. And I guess that's all. Would you like the opportunity to read and sign the transcript?

A. Yes.

MR. CHIPMAN: If there is any errors, you have the opportunity to correct them.

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_____
WANDA BOWMAN

Subscribed and Sworn to before me this _____ day of _____, 19___.

_____
Notary Public

County of _____

State of _____

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C E R T I F I C A T E

I, GLENDA C. READ, a Certified Court Reporter of the State of Missouri, do hereby certify:

That prior to being examined, the witness was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand and seal this 3rd day of February, 1989.

Glenda C. Read

Glenda C. Read, RPR, CM
Certified Shorthand Reporter
of the State of Missouri

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TRANSCRIPT OF PROCEEDINGS

ORIGINAL

UNITED STATES OF AMERICA

BEFORE THE

FEDERAL ELECTION COMMISSION

- - - - - - - - - - - - - - - - - - - -x

In re:

MATTER UNDER REVIEW

2582

- - - - - - - - - - - - - - - - - - - -x

DEPOSITION OF DORIS DETTWEILER

CONFIDENTIAL

Kansas City, Missouri

Thursday, January 26, 1989

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Kansas City, Missouri

January 26, 1989

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ORIGINAL

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IN RE: MATTER UNDER REVIEW NO. 2582

DEPOSITION OF DORIS DETTWEILER, taken on behalf of the Federal Election Commission, pursuant to subpoena, on the 26th day of January, 1989, at the United States District Court, 811 Grand, Room 401, Kansas City, Missouri before GLENDA C. READ, RPR, CM, of Hostetler & Associates, authorized by law to take depositions anywhere in the State of Missouri.

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APPEARANCES

Appearing for the Federal Election Commission was MR. DANIEL P. BLESSINGTON and MS. SUSAN BEARD of the Office of General Counsel, 999 E Street, N.W., Washington, D. C. 20463.

Appearing for Doris Dettweiler was MR. TERRY J. BRADY of GAGE & TUCKER, 2345 Grand Avenue, Kansas City, Missouri 64108.

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DORIS DETTWEILER

being first duly sworn, testified under oath as follows:

EXAMINATION

BY MS. BEARD:

Q. This deposition is being conducted pursuant to Section 437-G of Title II of the United States Code under the Federal Election Commission's authority to civilly enforce the Federal Election Campaign Act. This matter is designated Matter Under Review 2582. My name is Susan Beard and I will be representing the Commission here today along with Daniel J. Blessington. Can you please state your full name?

A. Doris M. Dettweiler.

Q. And can you spell your last name?

A. D-E-T-T-W-E-I-L-E-R.

Q. Mrs. Dettweiler, you have the right to be represented by counsel and I notice you have counsel with you today. Could you state his name, please?

A. Terry Brady.

Q. Let me give a brief description of what will be happening today during the deposition. I will be asking you a series of questions which are

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designed to elicit information about your involvement and the involvement of others of potential violations of Federal Election Campaign Act of 1971 as amended.

The Court reporter will be taking down everything that is said and will prepare a typed transcript. Because of this, you must use words to respond to my questions instead of nodding your head because she can't take nodding your head down. Please wait until I finish my question before you answer it. Do you understand?

A. Yes.

Q. If you need to take a break let me know or if you do not understand a question or do not hear me, please let me know and I'll repeat it or rephrase it, okay?

A. Okay.

Q. And if you want to modify an answer later on in the deposition, let me know and you can go back and modify an earlier answer too. You should treat this testimony as if you were testifying in a court of law before a judge and jury, okay?

A. Mm-hmm.

Q. Could you state your address?

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A. Route 1, box 112-A, Chanute, Kansas.

Q. And your telephone number?

A. [redacted]

Q. Aside from your attorney, have you talked to anyone about receiving your subpoena?

A. Yes.

Q. And who was that?

A. Esther Oliver.

Q. Mm-hmm. Anyone else besides Mrs. Oliver?

A. and My husband, Billie M. Dettweiler, My father Charley Baker My current boss, Dennis Steinman, A local attorney Ed Bideau, B-I-D-E-A-U.

Q. And what did you talk about with Mrs. Oliver?

A. Just the receipt.

Q. Did you talk about any of the particulars or anything about -- aside from the fact that you got one?

A. Particulars, what do you mean by that?

Q. You mentioned you talked about the receipt of the subpoena. Did you talk about anything else besides receiving the subpoena, is what I'm trying to find out?

A. and ~~No.~~ I think we mentioned Birdview and it's regard to political contribution(s).

Q. Just the fact that you received it?

A. Mm-hmm.

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Q. Was that a yes?
A. Yes, sorry.
Q. That's okay, you will get used to it. What's the highest level of education that you have completed?
A. High school.
Q. And did you ever take any accounting courses or anything like that?
A. A correspondent's class or schooling of accounting and two night classes, two semesters.
Q. And that was after high school?
A. Yes.
Q. And those are all in accounting?
A. Yes.
Q. Anything else that's business related besides those accounting classes?
A. Computer data entry.
Q. And that's about it?
A. Yes.
Q. Okay. Are you currently employed?
A. Yes.
Q. And who is your current employer?
A. P. C. Boards, Incorporated.
Q. That's initials P and C?
A. Yes.

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Q. And are they located in Chanute, Kansas?
A. Yes.
Q. And what do you do there?
A. A variety of jobs.
Q. Do you have a job title?
A. Yes, controller.
Q. And when did you start working there?
A. December 15th, '86.
Q. And where were you employed before P. C. Boards?
A. The new I. M. P. Boat Corporation.
Q. Again, the initials I, M and P?
A. Yes.
Q. And is that also in Chanute?
A. No, it's located in Iola, Kansas.
Q. And what was your job title there?
A. Controller. Accounting manager.
Q. And when did you start working at I. M. P?
A. I'm not sure.
Q. That's okay.
A. Early, '86.
Q. And before there, where did you work?
A. The Credit Union of America.
Q. Credit Union of America and that's also

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in Kansas?

A. Yes, mm-hmm.

Q. And how long did you work there?

A. Where?

Q. At Credit Union of America, were you there for a long time?

A. No, three weeks.

Q. Okay, it was a short job?

A. Mm-hmm.

Q. And did you ever work for Birdview Satellite Communications, Incorporated?

A. Yes, I did.

Q. And when did you start working at Birdview Satellite?

A. Mid November, 1982.

Q. And when did you stop working at Birdview?

A. The end of September, 1985.

Q. And what was your job title at Birdview Satellite Communications, Incorporated?

A. Controller.

Q. And the whole time that you worked there, was that in Chanute?

A. Yes.

Q. And what did the job of controller, what

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did it consist of at Birdview?

A. It was considered the accounting department's manager, supervisor, which entailed all the accounting functions, record keeping.

Q. Did you supervise other people then as part of your job?

A. Yes.

Q. And about how many people did you have working for you?

A. Five to nine.

Q. And it depended on the time period involved then?

A. Yes.

Q. And was one of them Esther Oliver?

A. Yes.

Q. And who did you report to --

MR. BRADY: One was who, I'm sorry?

MS. BEARD: Esther Oliver.

Q. And who did you report to?

A. The vice president of finance.

Q. And was that either Ed Hackerott or David Hamilton then?

A. Yes.

Q. Depending on the time period we are talking about?

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A. Yes.

Q. Was anybody else that was vice president of finance during this time or just the two of them?

A. Just the two.

Q. Okay. And do you know who they reported to?

A. I'm not sure.

MR. BRADY: I missed that second name. Hackerott?

MS. BEARD: Hackerott.

MR. BRADY: And?

MS. BEARD: And Hamilton.

Q. You mentioned it was basically the accounting you ran -- the accounting department. Was that the accounting department for all of Birdview or was it just for part of it or a division of it?

A. Could you --

Q. Was there one accounting department for the whole company, is what I'm trying to find out?

A. Not all the time.

Q. When you started with Birdview, was there one accounting department for the entire company?

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A. Yes.

Q. And then the department you ran was that department?

A. It --

Q. The department you ran was the one accounting department for the whole company?

A. Yes, that's --

Q. Then when Birdview moved its corporate offices up to the Kansas City area, is that when it became more than one accounting department?

A. Approximately that time.

Q. Okay, after it became more than one department, what department did you run is what I'm --

A. I was with the electronics division there in Chanute, Kansas.

Q. And so to make sure I understand this, in the beginning it was all one big accounting department and then it became several smaller accounting departments?

A. Yes, that's correct.

Q. And then in the beginning then you were supervisor for the entire -- all of the accounting departments of Birdview when you first started working there. And then after they broke up, you

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just had the electronics division, not everything else?

A. Could you repeat that again.

Q. Let me try that again. After there was more than one department, did you only supervise the electronics division or did you supervise other things as well?

A. No, just electronics.

Q. Okay, after the split up, who did you report to when you were just doing the electronics division?

A. The vice president in charge of the electronics division was Steve Small. And he was probably my direct supervisor.

Q. And he was down in Chanute as well?

A. Because he was in Chanute, yes.

Q. Okay. What kind of things would be done in the accounting department, would checks be written there?

A. Yes.

Q. Would financial reports be prepared?

A. Yes.

Q. Anything else that would be done there?

A. Yes, there is all the recording for a company.

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Q. What kind of recording would be done?
A. Sales, receivables, payroll, accounts payable, inventory.
Q. So all these things were done in this accounting department?
A. Yes.
Q. Do you remember when the one accounting department became more than one and they kind of branched out?
A. No, I'm sorry, I don't.
Q. Do you remember what year it was in even?
A. I would have to estimate.
Q. That's okay.
A. 1984.
Q. I asked you earlier if your department prepared financial reports. What kind of reports would be prepared?
A. Preliminary financial statements.
Q. Mm-hmm.
A. Asset sheets, assets, liabilities, balance sheets and profit and loss.
Q. So from these reports then, they basically gave -- can I strike that. Were you familiar with the financial situation of Birdview

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while you were a controller?

A. Could you clarify financial situation?

Q. Would you know, for example, if Birdview was running short on cash or if they had enough money in their checking account to cover checks?

A. Yes.

Q. And would you know, for example, if Birdview was about to get a loan or something like that?

A. Not always, no.

Q. Sometimes though you would know?

A. Yes, there could be times.

Q. And you would know if people were paying, for example, if people who were buying products from Birdview, if they were paying their bills on time, you would know that?

A. Yes.

Q. And you would also know if, for example, the amount of people who were on payroll and the amount of the payroll?

A. I probably would have known.

Q. Was there somebody who worked for you who was doing payroll?

A. Oh, yes.

Q. And you already mentioned the vice

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president of finance. Do you know what the vice president of finance did as part of his job?

A. Well, he was the official head of finance and accounting. He would have been my supervisor and therefore supervisor of all the accounting department. Beyond that, I can't really remember.

Q. Would you work with him like on a daily basis would you see him normally?

A. As long as the vice president was located in Chanute, yes.

Q. And like if there was a problem, would you go to him with a problem?

A. Yes.

Q. Okay, so they knew what was going on in your department?

A. Mm-hmm.

Q. And do you know a Charles A. Ross?

A. Yes, I do.

Q. And how do you know him?

A. He was the president and chief operating officer of Birdview.

Q. And did you have contact with him on a daily basis when he was in Chanute?

A. No.

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Q. Would he come into the department on occasion though?

A. Occasionally.

Q. And how many bank accounts did Birdview maintain that you can remember?

A. Could you possibly rephrase that?

Q. Well, did they have more than one bank account?

A. Yes.

Q. And they had a payroll account, for example?

A. Yes.

Q. Did they have anything else besides the payroll account?

A. General fund.

Q. Anything else that you know of?

A. Not that I remember.

Q. So then there were two accounts. And who had the authority to sign checks on the payroll account, if you know?

A. I don't remember everyone, no.

Q. Can you tell me who you do remember?

A. I was authorized to sign. I'm sure either Ed Hackerott or Dave Hamilton was authorized.

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Q. And that would be depending on the time period?

A. Yes.

Q. Whoever was vice president of finance then?

A. Beyond that, I'm not sure. I don't remember.

Q. Do you recall if Charles Ross was authorized to sign?

A. No, I don't.

Q. How about on the general account, do you remember who was authorized to sign checks on that account?

A. Possibly not everyone that was authorized.

Q. If you can tell me who you do remember?

A. Myself, Esther Oliver, either Hamilton or Hackerott, depending on the time.

Q. Mm-hmm.

A. Charles Ross.

Q. Mm-hmm. Anyone else that you can recall?

A. No.

Q. That's okay. Was there any limitation on the amount of, for example, many companies

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have -- if a check is over a certain amount, you need more than one signature. Was there any limitation that you can recall on Birdview's checks that was similar to that?

A. Yes, there was a limitation.

Q. And what was that limitation?

A. I don't remember.

Q. How was it determined who would sign a particular check? Is there someone who normally signed checks?

A. Could you repeat that, please.

Q. Is there someone who would normally sign checks off the general account?

A. Yes.

Q. And who was that?

A. Esther Oliver or myself.

Q. And then if you were not available, somebody else would sign it?

A. Yes.

Q. Okay. How would a check from the general account, if someone needed money from the -- a check prepared, how would they go about getting a check prepared?

A. Could you repeat that or --

Q. If someone needed to have a check made,

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would they come to you and ask you to have the check made?

A. That would be one way.

Q. What other ways were there?

A. We received telephone requests. We received written notes.

Q. Was there any kind of forms that were used in order to get a check made?

A. We tried to keep some sort of backup form on checks issued, yes.

MS. BEARD: Okay. I would like to have this marked as Exhibit No. 1.

(Whereupon, Dettweiler Deposition Exhibit 1 was marked by the reporter for identification.)

Q. If you would like to take a look at it. It's a two page exhibit. And when you are done looking at it, let me know. Are you ready?

A. Yes.

Q. Have you ever seen forms like these before?

A. Yes.

Q. And where did you see them?

A. They were Birdview check request forms.

Q. Do you recognize these particular forms?

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A. No, it's been a long time.

Q. Do you recognize the handwriting, say, with the top one on the first page, it says Charles A. Ross and it's dated June 5th, 1984?

A. Yes.

Q. Do you recognize that handwriting?

A. It appears to be mine, mm-hmm.

Q. Okay. And then it says underneath the request, reason for request, advance. How would you find out what to put there? Would the person who was requesting the money tell you?

A. Most of the time, yes.

Q. And then the amount is $24,500?

A. Mm-hmm.

Q. And underneath there there is an accounting code, it says [redacted] Do you know what that was for?

A. I can't remember codes.

Q. And then there is a line that says requested by. And there is the name Bud. What would go on the requested by line?

A. We tried to put the person that actually made the check request.

Q. Could anybody that worked for Birdview make a check request?

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A. That's pretty general, could I get it --

Q. For example, could somebody who worked on the assembly line come in and make a check request?

A. And have it issued, no.

Q. Who could make a check request and have it issued?

A. Someone in an executive position.

Q. By executive position, what do you mean?

A. President, vice president.

Q. How about the supervisors who weren't vice presidents or were they all vice presidents?

A. Could you repeat that again, please.

Q. How about, were there any supervisors who weren't vice presidents?

A. Yes.

Q. Could a supervisor who was not a vice president come in and ask for a check and get it issued?

A. Yes.

Q. And below that there is an approved by line and then there are some initials. Do you recognize those initials?

A. Yes.

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Q. And whose initials are they?

A. They are mine.

Q. And what did the approved by line mean?

A. An acknowledgment that the request had been made and was by someone in authority to request such an issuance.

Q. Could anybody else besides you put their initials on the approved by line?

A. Yes.

Q. Who else could?

A. I'm not sure I remember everyone.

Q. Whoever you can remember would be fine.

A. The vice president of finance, Hamilton or Hackerott.

Q. Okay.

A. The president, Bud Ross. I'm not sure of anyone beyond that.

Q. Okay, then after this form was filled out, would you pass it on to Esther Oliver, after it had been approved?

MR. BRADY: This particular form or generally?

Q. Generally any form like this.

THE WITNESS: Could we have a break just a moment?

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(Whereupon, a short recess was taken.

Q. We just took a short break. And during that break Mrs. Dettweiler consulted with her counsel. And before the break we were talking about check requests. And could you tell me how check requests would be processed and prepared?

A. Yes, there could be phone requests, written notes or a personal visit. But they did not always come directly to me. They could -- the same process could have happened going to Esther Oliver.

Q. Okay. But if your initials were on the check request, does that mean they came to you?

A. No, not always.

Q. Sometimes you would approve them afterwards?

A. Mm-hmm.

Q. I'm sorry, was that a yes?

A. Yes.

Q. And going back to the reason for request, how would you know what that was?

A. I would try to ask the person the reason for the check.

Q. Would they usually tell you what the

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reason was?

A. Normally.

Q. Did it depend on who the person was that you were asking?

A. If it wasn't readily apparent.

Q. What do you mean by readily apparent?

A. Say there was a check request for a travel advance for one of the drivers.

Q. Then you would know?

A. Then we would know it was a travel advance.

Q. For example, if Charles Ross would come and ask for a check, would you ask him what the check was for?

A. Sometimes. Other times he would say charge such account, a specific account, charge my advance account.

Q. He had an advance account?

A. Yes.

Q. And do you remember what the accounting code was on that account?

A. No, I don't.

Q. And for example, here on Exhibit 1, on the first page there is two check requests for Charles A. Ross and they both say advance. And

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they both say accounting code 170-02. Could that have been his advance account?

A. It could have.

Q. Was there other advance accounts besides the one to Charles Ross?

A. Employee expense advance.

Q. Anything else besides that?

MR. BRADY: I think she means other individuals. Did Bud Ross, for example, or other names, did they have advance accounts, I think that's what she is asking you.

A. No.

Q. So Charles A. Ross who was also Bud Ross --

A. Yes.

Q. -- is the only one who had his own advance account?

A. Yes.

Q. Okay. Would you try to get a piece of paper of some kind for every check that was written?

A. We tried.

Q. You just mentioned that Bud Ross had an advance account. How did his advance account work?

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A. It was not a true advance account. It was a clearing account or an account to enter in money that Charles Ross or Bud Ross put into the company and then repayment would be from that account.

Q. I'm not sure that I'm following you exactly. So he would put money into the company and then that account would be credited?

A. Yes.

Q. And then when he took money out of the account, that account would be debited?

A. Yes.

Q. And did he normally like on a regular basis put money in or take money out?

A. Not regular. But on occasion he put money into the company when there was a cash shortage.

Q. How about as far as taking money out was concerned?

A. I couldn't say it was a regular.

Q. Did it happen on more than one occasion that he would come to you and ask for an advance?

A. Yes, that he took funds out?

Q. Mm-hmm.

A. Yes.

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Q. So it would happen, something that was not unusual?

A. No, it was not unusual.

MS. BEARD: I'm going to have this marked as Exhibit No. 2.

(Whereupon, Dettweiler Deposition Exhibit 2 was marked by the reporter for identification.)

Q. It's a one page exhibit. And when you are done looking at it, let me know. Are you ready?

A. Yes.

Q. This is a printed form that says accounts payable vendor ledger along the bottom. Have you ever been seen a form like this before?

A. Yes.

Q. And did Birdview use these forms?

A. Yes.

Q. And what did Birdview use these forms for?

A. They were our handwritten accounts payable ledger prior to having it on computer.

Q. Okay. I'm using this one as an example. This one says David C. Owen along the top as the vendor name and then there is a list of columns

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with different things in each column. Would each check that was written to Mr. Owen be written on here?

A. Yes.

Q. Would every check that he got would be entered on here or only some of them?

A. In the -- as long as we were using this system, all checks would have been.

Q. So, for example, for somebody who would have been on payroll who also had one of the these checks, would everything but their payroll be on here?

A. Yes.

Q. But payroll would not be on here?

A. No.

Q. Just giving you an idea of what this was used for, the first column says date. And would that be the date of the check over on the left?

A. Or the date of the invoice.

Q. Okay. And then it says vendor name and that was his name?

A. Yes.

Q. And then there is, the next column says check or invoice number. And that would be the check number for the payment that was going to

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him?

A. I don't recognize those as check numbers, no.

Q. But do you have any idea what those numbers are?

A. No.

Q. Okay. And the next column over says gross amount, credit memo in the middle and then debit and a few of the entries have numbers entered in that column. Do you know what that column was used for?

A. No, it's hard to remember.

Q. It looks like the next column that says discount wasn't used. And then after that is a column that says check amount. And several of those have numbers in them. Do you know what was in that column?

A. Those appear to be check amounts.

Q. And then the next column over it says the amount of purchase and underneath that it says credit, do you know what would go into that column?

A. No, it has been so long ago. I don't know whether that's invoices or checks.

Q. Okay. And the last column it says

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balance. Do you know what that column was used for?

A. Well, it looks like an accumulative column of the next to the last column.

Q. Of the credit column?

A. Of the credit column --

Q. Mm-hmm.

A. -- and the check amount column.

Q. And -- I don't follow you there. For example, if you look at the top entry for $25,000, that's not carried over into the balance column?

A. But it is on the lower one.

Q. Which, by lower one, can you specify which one you are referring to?

A. The $15,000 entry.

Q. Oh, so the $15,607.48 one?

A. Yeah, which zeroed out that balance column.

Q. Oh, I see. Okay. Have you ever made a political contribution to a federal candidate?

A. No.

Q. While you were employed by Birdview, did you ever hear any discussion of Birdview employees or officers making political contributions to federal candidates?

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A. I don't remember that I did.

Q. Mm-hmm. Was there any ever any talk around the water cooler or anything about political matters?

A. Not that I was aware of, no.

Q. Do you know a Ronda Ross?

A. Ronda?

Q. Ronda Ross?

A. Only that I believe she is the daughter of Charles Ross.

MS. BEARD: Can I have this marked Exhibit No. 3, please.

(Whereupon, Dettweiler Deposition Exhibit 3 was marked by the reporter for identification.)

Q. It's a one page exhibit. And when you are done looking at it if you can let me know. Are you ready?

A. Yes.

Q. Do you recognize the handwriting on this form?

A. Yes.

Q. And whose handwriting is it?

A. It's mine.

MR. BRADY: Is all of it yours, is

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that what you are saying?

Q. I'm talking about the handwriting that says Ronda Ross and it says advance, is that your handwriting?

A. Yes.

Q. And did Ronda Ross work for Birdview?

A. I really can't remember.

Q. Did you often get check requests for her?

A. Not that I remember.

Q. This one is dated March 15th, 1984 in the amount of a thousand dollars. And after that has accounting code [redacted]nd then in parenthesis Bud. Does that refresh your memory of what [redacted] may be?

A. Only in the fact that it could have been the coding for Charles Ross's advance account.

Q. Okay. And do you know why this check was issued?

A. No.

Q. Would you have known then?

A. No.

Q. Would you have questioned the issuance of a check to Ronda Ross who was not an employee?

A. Possibly questioned to myself but issued

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the check as instructed.

Q. Would you ever have can questioned Mr. Ross? I'm talking about Charles Ross. Would you have ever questioned him about a check he requested?

A. No.

Q. Would you have questioned it to yourself?

MR. BRADY: Do you know what she means by questioning herself?

MS. BEARD: I'm going to ask her to explain that.

Q. You just used the phrase questioned to yourself a few seconds ago and I'm trying to find out what you mean by that.

A. When I referred to questioned, I would have just -- they would have given me a phone call request. I would have said why do we have to do this basically to myself or --

Q. But you would not question Mr. Ross out loud?

A. No.

Q. Would he have given you a specific reason for why he needed the check?

A. No.

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Q. Typically when he wanted a check, what would Mr. Ross do?

A. Typically?

Q. Yes.

A. Come in person or call on the telephone and say he wanted an advance check.

Q. And he would say advance check is what he would call it?

A. Most of the time, yes.

Q. But he would not tell you what the advance was -- what he was going to use the check for?

A. No.

Q. And you never questioned him about that?

A. No.

Q. Did anyone to your knowledge ever question him about that?

A. Not to my knowledge, no.

MS. BEARD: Okay. I'm going to have this marked Exhibit No. 4.

(Whereupon, Dettweiler Deposition Exhibit 4 was marked by the reporter for identification.)

Q. This is several pages. I want you to take a look at it and when you are done looking at

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it, let me know. Are you ready?

A. Yes.

Q. Why don't we start with the first page of Exhibit No. 4. It's a copy of a check request. And do you recognize the handwriting where it says Roger Mason?

A. No.

Q. Okay. Have you seen a form like this for Mr. Mason before?

A. I don't remember.

Q. Okay. Do you know who Roger Mason is?

A. Yes.

Q. And who is he?

A. He was a Birdview employee.

Q. And this request is dated 12-22-83. And the reason for request it says special expense advance. And it's hard to read the word special there. Do you know what that would have been?

A. No.

Q. And then it has the same accounting code we have seen before, [redacted] Could that have been some kind of general advance code or something?

A. Account code, it could have.

Q. Okay. And then the requested by line is blank but there is some initials in the approved

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by line. Do you recognize those initials?

A. No, not really.

Q. Could they have been David Hamilton's?

A. They could have.

Q. Okay. On the second page of Exhibit No. 4 there is a check number 7719 for a thousand dollars to Roger Mason dated 12-22-83. And up on top it says special expense advance. Does this appear to be the check that was drawn up in response to the request?

A. It appears to, yes.

Q. I don't know if you can see it well on your copy. My copy is a little bit darker, but there is some handwritten numbers along the reason for request line, looks like a 7719 C?

A. Mm-hmm.

Q. Would that be the check number that would correspond to the check number on the second page?

A. It could have. It's hard to tell.

Q. If you go to the fourth page, the last page of this exhibit, this is another accounts payable vendor ledger. Along the top it says Roger Mason. And the first entry on it says Roger Mason and then it has written special expense

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advance. And then it looks like the number 7719 C. And under check amount it says a thousand dollars. Would appear to be the recording of this check?

A. Yes.

Q. And then over on the balance side, over on the right, there is a line with no entry, just a horizontal line. Do you know why there was no balance carried over?

A. Because a check was issued therefore it would not be an accounts payable, have an accounts payable balance.

Q. Can you explain to me what an accounts payable balance is?

A. Accounts payable would be invoices owed to vendors --

Q. So here --

A. -- that ran through our accounts payable system.

Q. Okay, so here the fact that nothing was entered in the balance, does that mean that Birdview did not owe Mr. Mason any money and Mr. Mason did not owe Birdview any money as a result of this transaction?

A. I don't understand that question.

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A. Yes.

Q. And then over on the balance side, over on the right, there is a line with no entry, just a horizontal line. Do you know why there was no balance carried over?

A. Because a check was issued therefore it would not be an accounts payable, have an accounts payable balance.

Q. Can you explain to me what an accounts payable balance is?

A. Accounts payable would be invoices owed to vendors --

Q. So here --

A. -- that ran through our accounts payable system.

Q. Okay, so here the fact that nothing was entered in the balance, does that mean that Birdview did not owe Mr. Mason any money and Mr. Mason did not owe Birdview any money as a result of this transaction?

A. I don't understand that question.

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Q. I'm trying to find out what would go into the balance column and were these checks supposed to be advances or what were they, is what I'm trying to find out.

A. If it was an advance, then it would have been possibly posted here, but the check was issued so therefore it was not payable. So there would be nothing in the balance column. That would only be -- anything in the balance column would have been outstanding unpaid items.

Q. That would be unpaid items would mean items where Birdview had to pay somebody?

A. Yes.

Q. Okay, that's what we were trying to find out. Did you ever hear any discussions while you worked for Birdview of Mr. Mason making a contribution to the Dole for Senate Committee?

A. No.

Q. Him making a contribution to any other political committee?

A. Not that I remember.

MS. BEARD: Okay, I would like to have this marked Exhibit No. 5.

(Whereupon, Dettweiler Deposition Exhibit 5 was marked by the reporter for

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identification.)

Q. It's a two page exhibit. And when you are done looking at it, please let me know. Are you ready?

A. Yes.

Q. Let's look at the first page of Exhibit No. 5. It's a copy of a check, number -- it's like a tissue, I guess, of a check -- check number 7717 to Ed Hackerott on 12-22-83 for $2,000. Do you recognize the handwriting on that check?

A. No, not really.

Q. Could it be Esther Oliver's?

A. I suppose it could.

Q. And if you go to the second page of Exhibit No. 5, copy of two personal checks. And one signed by Darlene Hackerott and one signed by Ed Hackerott, each for a thousand dollars, made made payable for the Dole for Senate.

And then the bottom there is a deposit slip of the Hackerotts' personal checking account. It has a $2,000 entry on it. And then the letters, the word B-view written on it. Does that correspond with the check from the first page?

A. It appears to, but I couldn't say that

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it definitely was.

Q. Did you ever hear anything about Ed Hackerott or his wife Darlene making any contributions to the Dole for Senate Committee?

A. No.

Q. How about any other political committee?

A. No.

MS. BEARD: Can I have this marked No. 6, please.

(Whereupon, Dettweiler Deposition Exhibit 6 was marked by the reporter for identification.)

Q. This is a three page exhibit. Take a look at it and let me know when you are done. Are you ready?

A. Yes.

Q. Okay. The first page of Exhibit No. 6 are copies of two check requests. I'm interested in the second one on the bottom. Do you recognize the handwriting on that request?

A. No.

Q. Could that be David Hamilton's handwriting?

A. I'm not sure.

Q. Okay. This is another special expense

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advance. This one is to Bob Owens. Do you know Bob Owens?

A. Yes.

Q. And who was he?

A. He was a Birdview employee, vice president of marketing and executive vice president.

Q. And this is dated the same date as the special expense advance to Roger Mason and the check to Ed Hackerott. It's also an amount of $2,000 and we also see the same accounting code, [redacted] Does this refresh your mind at all about what [redacted] might have been?

A. No.

Q. Okay, the requested by line is blank but then the approved by line there is some initials. Do you recognize those initials?

A. I can't say for sure.

Q. Do you have an idea of what they might be?

A. It could have been David Hamilton.

Q. D.K.H. would be David Hamilton?

A. Yes.

Q. On the top one, the top of the page, the initials on the approved by line, are those yours?

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A. Yes.

Q. And is the handwriting yours on that form, where it says Robert E. Owens and trip to St. Louis?

A. It looks like it.

Q. Okay. So in this case then you knew the specific reason what the advance was needed for on the trip to St. Louis one?

A. Mm-hmm.

Q. Does special expense advance mean anything to you?

A. No.

Q. Any idea what that could have been?

A. An expense advance, that's all I know.

Q. Would you ever question Mr. Hamilton about the issuance of a check?

A. Probably not.

Q. Do you ever recall ever questioning him about anything like that?

A. No.

Q. Could we go to the second page of this Exhibit No. 6. The top is a tissue copy. And I know it's very difficult to read. But I think you can make out along the top advance trip to St. Louis. And that appears to be the $300 check

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that goes with the check request on the previous page. Do you agree with that?

A. It's hard to read.

Q. It's hard to tell?

A. Uh-huh.

Q. And right below that there is check number 7720. And that's in the amount of $2,000 to Robert E. Owens. Does that check appear to go with the check request from the previous page?

A. Yeah, it appears to.

Q. And if you will notice where it says reason for request on the first page, there is some numbers 7720 written down there on the third line?

A. Mm-hmm.

Q. And that's the check number on the second page?

A. Mm-hmm.

Q. Now, if you go to the third page of this exhibit, it shows two personal checks written by Robert E. Owens and his wife Betty, each for a thousand dollars to the Dole for Senate. And there is a deposit slip that shows the $2,000 entry. Did you ever hear anything about Robert Owens or his wife Betty making a contribution to

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the Dole for Senate Committee?

A. No, not that I remember.

Q. Did you ever remember hearing them talk about contributions to anybody else?

A. (Witness shakes head in the negative.)

Q. Was that a no?

A. No.

MS. BEARD: I would like to have this marked Exhibit No. 7.

(Whereupon, Dettweiler Deposition Exhibit 7 was marked by the reporter for identification.)

Q. Are you ready?

A. Yes.

Q. This also has several pages. It's five pages. Why don't we start with the first page. And the first page has a check request form on it. Do you recognize the handwriting that says Stan Ross and travel advance?

A. Yes.

Q. And whose handwriting is that?

A. That's mine.

Q. How would you have known this was a travel advance?

MR. BRADY: I think what she is

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asking you, not whether you remember this one specifically but how did you know what to put in there.

A. I'm not sure. Maybe at the time I was told a travel advance.

Q. Here, if you go over to the requested by line, it has the initials D.K.H.

A. Mm-hmm.

Q. Would that have been David Hamilton?

A. Yes.

Q. And was David Hamilton the individual that requested this check?

A. It appears that way, yes.

Q. And are those your initials on the approved by line?

A. Yes.

Q. And this also has the accounting code 170-02 that we have seen elsewhere?

A. Mm-hmm.

Q. It's also in the amount of $2,000. If you go to the second page, there is a copy of two checks. And look at the top check, it has been voided. And it appears that the handwritten amount was $2,000 but the machine -- the amount only had $200. Do you see where I'm talking

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about?

A. Mm-hmm.

Q. So we go down to the second check on the page. And it's check number 7712. Is that your handwriting on that check?

A. Yes.

Q. And is this the check that corresponds with the check request on the previous page?

A. It looks like it.

Q. If we go to the third page of this Exhibit No. 7, the check payable to Stan Ross for $1,500. And up there, it's kind of hard to read. It says advance Las Vegas trip, it looks like. Las Vegas show actually. Do you see where I'm reading in that box?

A. Yes.

Q. Would employees normally get an advance if they were going out of town, employees like Stan Ross?

A. Yes.

Q. And would he get like one check as his advance for that trip?

A. Normally.

Q. And this is a check that's signed by Esther Oliver?

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A. Mm-hmm.

Q. And does that appear to be her handwriting on the check?

A. Yes.

Q. Okay. Going to the fourth page here. And there is copies of two checks. And I'm interested in the top check. It's a copy of a check written on the account -- there is no name on it. It's in the account of Merett and Stan Ross, made payable to Dole for Senate for a thousand dollars. Do you ever recall hearing any talk about Stan Ross or his then fiance Merett making any contributions to the Dole for Senate Committee?

A. No.

Q. Any other political committees you may have heard about?

A. No.

Q. On the final page, this is another accounts payable vendor ledger. And if you go to the second line of it, it's dated 12-22-83. And it says Stan Ross. And the check or invoice number says 7711 C and for check amount, $2,000. Does that appear to be the check that was on the second page and the check request that was on the

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first page of this exhibit?

A. Would you repeat the question.

Q. Does the second entry on Page 5 for $2,000 appear to correspond with the check request and check on the first two pages?

A. Yes.

Q. Is there a reason why nothing was carried over into the balance column?

A. Yes.

Q. And what's that reason?

A. Because this is an accounts payable ledger card. There was no balance outstanding for that amount.

EXAMINATION

BY MR. BLESSINGTON:

Q. Can I ask a question. I'm trying to figure out how that particular ledger worked. And again, it's account payable vendor ledger but you used it for employees, correct?

A. Right.

Q. If an employee owes Birdview something, would it appear on here?

A. No.

Q. It would not. Would there be another type of ledger that it would appear on?

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A. Accounts receivable.

Q. It would be in accounts receivable. Would it be similar to this kind of format?

A. It's hard to remember.

Q. I'm not asking you to be exact but I'm just curious.

A. It would have been on something similar, card or ledger.

Q. And in the case of travel advances, in particular, would they relate to one another? Would you be able to relate an accounts payable ledger to an accounts receivable ledger? Do you know what I'm getting at?

A. No, I'm not sure I understand the question.

Q. Well, you have travel advances typically. We have gone through a couple of them here today. And you say that they weren't carried over into the balance column because, well, this is an accounts payable ledger?

A. Mm-hmm.

Q. But if an employee got a travel advance of let's, say, $2,000 and it were really a travel advance, would the employee have to justify having spent the $2,000 at some point with the receipts

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from the hotels or whatever?

A. Expense reports, yes.

Q. And so in that sense, would an accounts receivable relate in any way to an accounts payable ledger? Can you relate the two together?

A. In the fact that the check issued for the travel advance which would then become a receivable to the company would have been shown here.

Q. Mm-hmm.

A. The outstanding expense advance or expense reports turned in but not yet paid by the company might show up on the accounts payable ledger.

Q. Okay, all the information related to a travel advance then wouldn't be necessarily included on this ledger page?

A. No.

MR. BLESSINGTON: Thank you.

MS. BEARD: Can I have this marked Exhibit No. 8.

(Whereupon, Dettweiler Deposition Exhibit 8 was marked by the reporter for identification.)

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EXAMINATION

BY MS. BEARD:

Q. This is a document I know you are not familiar with so I'll explain it. Political committees are required to file reports disclosing their activity with the Federal Election Commission. And this is selected pages from the report filed by the 1980 Dole for Senate Committee, Incorporated from the period of July 1st, 1983 through the end of 1983.

And the first page is a summary page. Second page is a little bit more of a breakdown of the summary page. It shows how much they got in contributions. And the last two pages lists contributions they received.

Starting off with the third page there, the third entry, it shows a thousand dollars from Charles A. Ross on December 6th, 1983. Do you ever recall hearing about Mr. Ross being involved in politics?

A. Could you clarify involved?

Q. Did you ever hear him discussing politics?

A. No.

Q. Or giving money to political candidates?

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A. No.

Q. Was he interested in politics, to your knowledge?

A. I'm sorry, I couldn't say. I don't know.

Q. Then the next entry, this is Mrs. Charles A. Ross, in parenthesis, Gunilla and also a thousand dollars. Did you ever hear anything about Gunilla Ross making any contributions?

A. No.

Q. The one below that lists Steven Phillips, do you know Steven Phillips?

A. Yes.

Q. And who is he?

A. I believe he was vice president of engineering.

Q. For Birdview?

A. For Birdview Satellite.

Q. Did you ever hear anything before about Mr. Phillips making any political contributions or his wife Sharon making any political contributions?

A. Not that I remember, no.

Q. And if you go on you can see the

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contributions that we are going over for Stan Ross. And then the top of the next page there is one for Merett Ross and then for Ed and Darlene Hackerott, Robert and Betty Owens, and then Roger Mason's. These are the checks we were just looking at, okay.

MS. BEARD: Can I have this marked Exhibit No. 9.

(Whereupon, Dettweiler Deposition Exhibit 9 was marked by the reporter for identification.)

Q. This is several pages. Why don't you take a few seconds and let me know when you are ready. Are you ready?

A. Mm-hmm.

Q. Was that a yes?

A. Yes.

Q. The first page reads Birdview and then it looks like it says prepaid expense advance and then a date. And underneath it it says Bud Ross account activity, fiscal, 1984. Have you ever seen forms like this before or reports like this?

A. I don't recall them, no.

Q. Did Birdview have outside auditors?

A. Yes, they did.

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Q. And who were the outside auditors for Birdview?

A. Touche-Ross.

Q. Could it have been prepared by Touch-Ross?

A. It's possible.

Q. Could it have been possible it was prepared by somebody in your accounting department?

A. I don't know. I don't remember.

Q. The page that I'm particularly interested in is the third page which has stamped 004877 in the lower right-hand corner. Do you see where I am?

A. Mm-hmm.

Q. And about two-thirds of the way down it says balance and 12-31-83?

A. Mm-hmm.

Q. And below that it says political donation various VP's. And then it has balance, 12-31-83 forward. And then there is a dollar figure that's in brackets, $135,365.52. Do you see that?

A. Yes.

Q. In brackets, what does that mean?

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A. Well, in accounting it shows negative for a negative number.

Q. And below that it lists the name of Ed Hackerott, $2,000; Roger Mason, $1,000; Bob Owens, $2,000; Steve Phillips, $2,000; Stan Ross, $2,000. And they totaled it up to make $9,000, do you see where I'm talking about?

A. Mm-hmm.

Q. Do those appear to be the contributions that we were looking at earlier and the amounts payment each of these people received from Birdview?

A. They appear to be, yes.

Q. Okay. And next there is a note. And I know the note is hard to read. My copy is a little bit clearer. And if you want to take a look at mine, it's what your Xerox copy was based off of. We'll look, the beginning is a little bit clearer. The ending is okay on both.

And it appears to say, "Note, these political contributions were made by these VP's at Bud Ross's request. Birdview reimbursed them for the donations and charged the $9,000 against Bud Ross's advance account. Effect is nil on Birdview books therefore -- and the next word I can't make

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out, it looks like -- pass further in this investigation." Do you know anything about that note or who prepared it?

A. No.

Q. Does this refresh your mind ever hearing anything about political contributions made at Birdview?

A. No, I don't recall.

Q. How often would Birdview be audited?

A. They had yearly audits.

Q. Were you involved with working with the auditors?

A. Some, yes.

Q. Would you be told the results of the audit?

A. No.

Q. If there was a problem area, would you be told about it?

A. If it was a procedure problem, yes.

Q. Would you have some kind of meeting with the auditors then or would it just be with your supervisor, the financial vice -- vice president of finance?

A. It was normally with the vice president of finance or --

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Q. What kind of contact would you have with the auditors?

A. To furnish them information.

Q. Mm-hmm, and that was primarily it?

A. They were -- they came into the shop and just to furnish them the books and try to answer any questions that they might have.

Q. Do you remember what Birdview's fiscal year was?

A. No, I don't.

Q. But the audits would happen once each year?

A. Yes.

MS. BEARD: Okay. Why don't we take a short break right now.

(Whereupon, a short recess was taken.)

MS. BEARD: Back on the record, may I have this marked Exhibit No. 10, please.

(Whereupon, Dettweiler Deposition Exhibit 10 was marked by the reporter for identification.)

Q. This is a pretty thick exhibit. I'm only going to be referring to certain pages. It might be easier to go page by page of the pages

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I'll ask you about. The first page I'll refer to is the first page. Do you recognize the handwriting on this page where it says the name is S. Small, D. Galemore and D. Hamilton?

A. Not really.

Q. Could that have been David Hamilton's handwriting?

A. I'm not sure.

Q. And then next to their names there is a column that says $2,000 with [redacted] written above it. And another column says $3,000 with the letter B written above it. And do you know what that means?

A. No, not now.

Q. Then underneath that it says 6-30-84, P/R, entered a second check bonus less $2,000 adjustment and then the initials, looks like, A. M. Do you recognize that handwriting?

A. Can't say I do, no.

Q. Did you have anybody working for you with the initials A. M?

A. Where he --

Q. Who had the initials A. M?

A. Anita McCoy.

Q. Anita McCoy. M-C-C-O-Y?

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A. Uh-huh.
Q. And what was her job?
A. I know towards the last she was accounts payable.
Q. Towards the last when --
A. Before the companies were split.
Q. Oh, it was before there became more than one accounting department?
A. Pardon me, not more than one company, it was before the company was split into four divisions. P/R --
Q. Mm-hmm?
A. -- could have been payroll.
Q. Did Anita McCoy ever do payroll?
A. It's possible, but it's been so long ago, I don't remember.
Q. That's, okay. Why don't we go over to the second page. It's the copy of a check request to Steve Small, dated June 14th, 1984. Do you recognize the handwriting that says Steve Small?
A. It looks like mine.
Q. And how about the word advance, does that look like your handwriting also?
A. Yes.
Q. And the amount is $2,000 and the

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accounting code again is 170-02. And in the requested by column there is initials D.K.H. Is that David Hamilton?

A. Yes.

Q. And below that in the approved by box there are more initials. Are those yours?

A. Yes.

Q. Go over to the third page, another check request. This one is to D. K. Hamilton. Do you recognize the handwriting?

A. Up there? Yes, it appears to be mine.

Q. And again, it's for $2,000 on June 14th. And it says, advance see payroll. The same accounting code and then same D.K.H. initials. Are those David Hamilton's initials again?

A. Yes, uh-huh.

Q. And the approved by, is that you?

A. Yes.

Q. Your initials. Go over to the fourth page. This is a copy of a payroll register from -- see up there the date is June 29th, 1984 in the pay date column. Are you familiar with payroll registers like this one?

A. I'm familiar with, I did not work with it.

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Q. Did they come into your department?
A. Yes.
Q. The payroll person would have worked with these?
A. Yes.
Q. Okay. If you go down about a third of the way down you will see two entries for Steven M. Small?
A. Mm-hmm.
Q. If you look at the first entry it's under regular earnings is $2,500. And then go across there is a series of deductions and there is net pay at the end?
A. Mm-hmm.
Q. Does that appear to be his regular pay?
A. Would you repeat the question?
Q. Does that appear to be his regular paycheck?
A. The first entry?
Q. The first one with $2,500 and the thing straight across.
A. Yes.
Q. If you go below that, there is another entry for Mr. Small and it has $3,000 with a B after it. And then there is a series of

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deductions. And then a $2,000 voluntary deduction, leaving net pay of $49. Do you know what the $3,000 with a B after it is?

A. No, I'm not familiar with the coding.

Q. Could that be a $3,000 bonus?

A. It can.

Q. And the $2,000 with an A after that, could that be a $2,000 deduction corresponding with the cash advance?

A. It's possible.

Q. And then the net pay would have been $49 left over, over on the right?

A. Yes.

Q. Okay. If we go to the second page of this report, the page numbers are up in the upper right-hand corner. Down at the bottom, the third line up and the second line up from the bottom, see two entries for Dale Galemore. Do you know Dale Galemore?

A. He worked at Birdview.

Q. Okay. The first line under regular earnings it lists, $1,250. And then there is a series of deductions straight across with a net pay over on the right. Does that appear to be his regular pay?

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A. Yes.

Q. And then on the second line, you also have for Dale Galemore $3,000 with a B on it. Then a series of deductions and then voluntary deduction of $2,000 with an A after it leaving a net pay of $49. And these appear to be the same numbers as the numbers that were on the page for Mr. Small. Could this be a $3,000 bonus for Mr. Galemore?

A. It could.

Q. With a $2,000 adjustment?

A. Yes, it's possible.

Q. Going to the Page 7 of the printout, and the pages are in the upper right-hand corner. You are the second one on here and three below that --

A. Mm-hmm.

Q. -- is two entries for David Hamilton. Does the first entry that starts off with $2,250, appear to be David Hamilton's regular pay?

A. Yes.

Q. And the second entry again you have $3,000 with a B after it and with the same series of numbers. And then $2,000 with an A after it after voluntary deductions, leaving net pay of $49. Can that be a $3,000 bonus to Mr. Hamilton?

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A. It could, mm-hmm.

Q. And a $2,000 voluntary deduction that would go with the cash advance he received?

A. It could, yes.

Q. Did you ever hear of Mr. Hamilton or his wife making any contributions to Dole for Senate Committee?

A. No, not that I remember.

Q. How about Steven Small and his wife Joy, have they ever made any contributions that you heard of?

A. Yes.

Q. How did you hear about those?

A. There was an article in the paper.

MR. BRADY: Who?

A. Steven Small. There was an article in our Chanute paper.

Q. And when was that?

A. It has been sometime ago.

Q. Within the last year or year and a half?

A. Yes.

Q. So it was after you left Birdview?

A. Yes.

Q. And is that the first time you ever heard about any contributions being made by

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Birdview employees?

A. That I can remember, yes.

Q. Did you ever remember ever hearing about it at any other time either before or since?

A. Not that I remember, no.

Q. Did you ever talk to Steven Small about the article or about the fact that he may have made political contributions?

A. No.

Q. Did you ever hear about Dale or Cynthia Galemore -- Cynthia Galemore is Dale Galemore's wife -- making political contributions to the Dole for Senate Committee?

A. I don't remember hearing, no, anything.

Q. Why don't you keep this Exhibit No. 10 handy. Because the next exhibit is going to refer back to to it.

MS. BEARD: Can I have this marked Exhibit No. 11.

(Whereupon, Dettweiler Deposition Exhibit 11 was marked by the reporter for identification.)

Q. We have two more of these accounts payable vendor ledgers. The first one is to David Hamilton. And if you look back at Exhibit No. 10

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on the third page, we have that check request for advance see payroll for $2,000 -- one more page -- to David Hamilton's on June 14th, 1984. And there is no corresponding entry on the accounts payable vendor ledger. Why is that?

A. I have no idea.

Q. Should it have gone on this ledger?

A. In all probability, yes, it should have gone.

Q. And if you go to the next page of Exhibit No. 11, you have another accounts payable vendor ledger for Steven Small. And his $2,000 cash advance which is on the second page of Exhibit No. 10 also is not recorded. Should that have been recorded?

A. It probably should have been listed here.

Q. But it does not appear to be, is that correct?

A. Yes.

Q. Do you know why it was not listed?

A. No, have no idea.

MS. BEARD: Okay. Could you mark this Exhibit No. 12.

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(Whereupon, Dettweiler Deposition Exhibit 12 was marked by the reporter for identification.)

Q. This is a two page exhibit. Why don't you look at it for a few seconds and when you are ready, let me know.

A. Okay.

Q. Are you ready?

A. Mm-hmm.

Q. Do you know who David Owen is?

A. I know of David Owen.

Q. How do you know of him?

A. He was a former lieutenant governor of Kansas. And he was a consultant.

Q. Of Birdview?

A. Of Birdview.

Q. And were there regular payments made to him because he was a consultant of Birdview?

A. Yes.

Q. Were they made monthly, do you remember?

A. I don't recall other than what we have seen on the David Owen ledger.

Q. I'm sorry, the first or second exhibit, Exhibit No. 2, listed some payments to him.

A. Mm-hmm.

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Q. Let's look at the first page of Exhibit No. 12. Do you recognize the handwriting?

A. Yes, it appears to be mine.

Q. This is a check number 15320 dated September 12th, 1984, made payable to Senatorial Trust and David Owen for $10,000. Do you recall the circumstances surrounding the writing of this check?

A. No, I do not.

Q. Up on top it looks like there is some kind of stub that was maybe attached to the check?

A. Mm-hmm.

Q. And it says membership dues, does that mean anything to you?

A. The only thing it would mean was that that was what was mentioned at the time for the check to be issued of the request.

Q. Who told you to make this check out?

A. I have no idea at this time.

Q. Do you have any possibilities of who it could have been?

A. Yes.

Q. Who?

A. Bud Ross.

Q. Is that who you think was most likely

Q. Let's look at the first page of Exhibit No. 12. Do you recognize the handwriting?

A. Yes, it appears to be mine.

Q. This is a check number 15320 dated September 12th, 1984, made payable to Senatorial Trust and David Owen for $10,000. Do you recall the circumstances surrounding the writing of this check?

A. No, I do not.

Q. Up on top it looks like there is some kind of stub that was maybe attached to the check?

A. Mm-hmm.

Q. And it says membership dues, does that mean anything to you?

A. The only thing it would mean was that that was what was mentioned at the time for the check to be issued of the request.

Q. Who told you to make this check out?

A. I have no idea at this time.

Q. Do you have any possibilities of who it could have been?

A. Yes.

Q. Who?

A. Bud Ross.

Q. Is that who you think was most likely

the person or would it be somebody else?

A. Probably most likely.

Q. And would you have questioned his asking you to write this check?

A. No.

Q. Do you remember what Birdview's financial shape was in September of 1984?

A. Not specifically, no.

Q. When you mean not specifically, I'm not sure what you mean.

MR. BRADY: I think she is trying to ask you, Doris, did they have enough cash to pay their bills. Is that it?

MS. BEARD: Basically, yes.

A. No.

Q. Was that a common state of affairs for Birdview, not to have -- to be short on cash?

A. Yes.

Q. Was that a continuous problem you had while you worked there?

A. Yes.

Q. And did a check for $10,000 like this raise any question in your mind at all?

A. Only to the extent that we were short of cash and yet a request was made and we were

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instructed to write, issue a check. And I was directly involved with the accounts payable vendors who might have to wait for their payments because of the cash shortage.

Q. For example then, say if Mr. Ross would ask for a check, that check would get paid before accounts payable would get paid?

A. Yes.

Q. So Mr. Ross would have priority then?

A. Yes.

Q. Why don't we go to the second page of this Exhibit No. 12. It's another check to David C. Owen for $25,000. Do you recognize the handwriting where it says David C. Owen?

A. Yes.

Q. And whose handwriting is that?

A. It appears to be Esther Oliver's.

Q. Up on top in the little box it says payment of architect fee or, excuse me, prepayment of architect fee. Does that mean anything to you on what this could have been?

A. David Owen was a consultant who was working on a project for Birdview. And it could have entailed architect's fee.

Q. Was this the Spring Hill project?

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A. It could have been.

Q. Was there any other projects that he was working on that you know of?

A. Not that I'm aware of.

Q. So mostly that would have been for Spring Hill?

A. Yes.

Q. Earlier we were talking about limitations on the number of signers you needed based on dollar amount. And you said that you remembered there was -- that if it was above a certain dollar amount you needed more than one signature?

A. Yes.

Q. Could that amount have been $5,000?

A. It could have.

Q. Does that sound right to you?

A. It sounds right.

MS. BEARD: Okay, can I have this marked Exhibit No. 13, please.

(Whereupon, Dettweiler Deposition Exhibit 13 was marked by the reporter for identification.)

Q. It's a two page exhibit. Excuse me, I gave you the front part, that's not an exhibit.

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And when you are ready, please let me know. Are you ready?

A. Okay.

Q. The first page has a copy of one check on it. And it's check number 7722 made payable to Charles A. Ross in the sum of $15,000. There is only one signature on this, was the signature of Esther Oliver. Do you know why there is only one signature?

A. No, I do not.

Q. If you go to the second page, there is a check number 7734 dated December 23rd, 1983 to Charles A. Ross for $5,000. And it has two signatures on it, one of them is D. K. Hamilton and is the other one yours?

A. Yes.

Q. And then down again at the bottom, check number 7690, which was dated 12-21-83 is for $20,000. And that only has one signature on it, Esther Oliver's. Do you know why there is only one signature?

A. No, I couldn't say.

Q. What was -- was Birdview having problems paying its bills in December of 1983?

A. I don't remember.

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Q. You said earlier that usually it was having problems, a little bit short on cash. Was that probably the case in December of 1983?

A. There is a good probability, yes.

Q. I notice here, I mean, in the three day period, Charles Ross received a check for $15,000, a check for $5,000, and a check for $20,000, so it's $40,000 in a three day period. Was that a lot of money for him to be receiving in such a short period?

A. I really don't know how to answer that.

Q. Well, was it normal for him to receive that kind of money?

A. No, not normal.

Q. Was it -- was it rare?

A. That he received --

Q. Checks for rather large amounts?

A. I can't say that it was rare that he received large check amounts.

Q. Do you know what he was doing with this money?

A. No, I don't.

Q. Did it cause problems with meeting Birdview's other financial responsibilities because of the amount of money that was going to

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Mr. Ross?

A. Could you repeat?

Q. Was there a drain on Birdview's resources?

A. There was in general most of the time a shortage of cash.

Q. Mm-hmm.

A. As best I remember.

MS. BEARD: Okay. Can I have this marked Exhibit No. 14. I'm just going to be referring to selected pages because this is quite thick.

(Whereupon, Dettweiler Deposition Exhibit 14 was marked by the reporter for identification.)

Q. What this consists of are a series of check requests and you can kind of thumb through them, many of which have your initials on them that are all to Charles Ross. Do you know why he requested any of these, any specific check request, did he ever tell you, just in general?

A. In general, no.

Q. And I just asked you a couple minutes ago about the volume of money he was receiving. As you can tell just by thumbing through here, he

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was receiving quite a bit of money. Do you have any idea at all what he was using this money for?

A. No, I have no idea.

Q. Were you ever concerned because of the amount of money that was being written to him or given to him?

A. Concerned from a cash shortage standpoint, yes.

Q. Did it effect the way that Birdview had to pay its bills, its other bills to vendors?

A. I really couldn't at this time remember whether it effected that or not.

Q. Did Birdview usually pay its bills on time?

A. If you mean within the terms --

Q. Yeah.

A. -- in general, no.

Q. But as you said earlier, if Mr. Ross asked for a check, it would be prepared?

A. Yes.

Q. And can you ever think of a time when it was not prepared?

A. I can't recall any, no.

Q. To your knowledge, did Mr. Ross owe Birdview money at times?

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A. I can't recall. It's possible.

MS. BEARD: Can I have this marked Exhibit No. 15.

(Whereupon, Dettweiler Deposition Exhibit 15 was marked by the reporter for identification.)

Q. When you are ready, let me know. Are you ready?

A. Yes.

Q. Going back a second before we were talking about Charles Ross and the amount of money he got when he would come to you or come to somebody in the accounting department and ask for a check. Would he present documentation on his expenses?

A. Sometimes.

Q. But not all the time?

A. Not all the time.

Q. Can you estimate a percentage of the time that he would present documentation?

A. Small.

Q. Normally --

A. Very small.

Q. So normally he would not present any kind of documentation for what he was getting from

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Birdview?

A. I don't recall that he did. It's -- I just don't remember.

Q. Turning to Exhibit No. 15, which is the one I just handed to you, do you recognize this?

A. Not really. It looks like a ledger sheet.

Q. If you go to -- it says C. A. Ross on top of it. If you go to the third page, there is a copy of an unsigned note on Birdview letterhead. It's dated August 1st, 1985. And part of it says, "I, Charles A. Ross, after August 1, 1985 promise to pay upon demand to Birdview Satellite Communications, Incorporated $137,500 for value received with interest thereon at 13.5 percent per annum payable quarterly." Does this sound like the amount of money that Mr. Ross could have owed Birdview at that time?

A. I really don't know.

Q. Does that sound like it's in the ballpark possibly?

A. I don't know that this was in the realm of my knowledge at this time.

Q. Mm-hmm. Was there a time when the figure got up this high, do you think?

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A. I don't know.

Q. There was never any kind of running tab kept on money that went back and forth between Birdview and Mr. Ross?

A. I'm sure there was an account kept, yes.

Q. And that would have been kept by somebody in your department?

A. No, not all the time.

Q. Who would it have been kept by?

A. Someone in the sales or the corporate office.

Q. Is this after it was split up into more than one division?

A. We are dealing with 1985, yes.

Q. Before the split up, whether it was all one division, whether Birdview was all one, before there was more than one division, would somebody in your department have kept a running tab on Mr. Ross's cash advances?

A. Yes, probably, yeah, I'm sure.

Q. But after there was more than one division, somebody else would have done that?

A. Yes.

Q. Do you know who would that have been, the supervisor of that person?

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A. It would have been in the corporate office.

Q. Do you know who was the corporate controller?

A. Yes, Bob Speelman.

Q. Bob Speelman, okay.

Q. A little while ago, we were talking about David Owen. Do you know of any connection Mr. Owen has with Senator Dole?

A. Do I --

Q. When Mr. Owen was consulting for Birdview --

A. No.

Q. -- did you ever hear of any connection between him and Senator Dole?

A. No.

Q. Since then, have you heard of a connection between him and Senator Dole?

A. What I read in the paper.

Q. The paper you are talking about was?

A. Articles on Bob Dole and David Owen.

Q. This is last -- within the last year and a half or so then?

A. Yes, yes.

Q. I'm going to continue the deposition for

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today. That means that if we want to talk to you again, we will be able to talk to you again. I don't foresee the likelihood of us having to formally talk to you again. It's possible that if we have any questions we'll be able to go informally through your counsel.

You have the right to read your transcript or you can waive that right and maybe your counsel would want to.

MR. BRADY: She would probably like to get a copy of this and read it.

Q. Okay, so we'll have a copy sent to you. And I'm handing you a witness fee and mileage check for coming in today. And I would like to remind you about the confidentiality of the provisions of the act. You are a respondent and if you wanted to waive confidentiality there are steps that a respondent can take. Since there are more than one respondent in this case, it's a little bit more complicated. If you have any questions about confidentiality, I can answer them after the close of the deposition. Okay.

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Doris Dettweiler
DORIS DETTWEILER

Subscribed and Sworn to before me this 17th day of March, 1989.

Cynthia A. Neely
Notary Public

County of Meade

State of Kansas

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C E R T I F I C A T E

I, GLENDA C. READ, a Certified Court Reporter of the State of Missouri, do hereby certify:

That prior to being examined, the witness was by me duly sworn;

That said deposition was taken down by me in shorthand at the time and place hereinbefore stated and was thereafter reduced to typewriting under my direction;

That the foregoing transcript is a true record of the testimony given by said witness;

That when reduced to typewriting it was read by or to the said witness and the same was thereupon signed by the said witness;

That I am not a relative or employee or attorney or counsel of any of the parties, or a relative or employee of such attorney or counsel, or financially interested in the action.

WITNESS my hand and seal this 3rd day of February, 1989.

Glenda C. Read

Glenda C. Read, RPR, CM
Certified Shorthand Reporter
of the State of Missouri

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FEDERAL ELECTION COMMISSION
WASHINGTON, D C 20463

THIS IS THE END OF MUR # 2582

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