FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 337

7 8 0 4 0 0 7 1 5 7 0

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

MUR 337 add'l material

60 Day

Return to Staff Director. Add to file.

7804007157

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

September 6, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Glen Don Teel
4912 York Street
Metarie, LA 70001

RE: MUR 337

Dear Mr. Teel:

As Ms. Brown indicated to you in a telephone conversation on August 30, 1978, there is no reimbursement possible for the time you have expended in dealing with this matter, nor for the cost of stopping payment on the check which you claim to have mailed to us but which we have not received.

Since the 30 day period for compliance with the terms of the conciliation agreement has passed, I must insist upon your sending a check for $200 by certified mail to this office no later than September 11, 1978. Your failure to do so will result in our seeking enforcement of the conciliation agreement in court.

Sincerely,

William C. Oldaker
General Counsel

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CCC#
4892

RECEIVED
FEDERAL ELECTION
COMMISSION
78 SEP 1

Glenn D. Teel
4912 York Street
Metairie, La. 70001

September 11, 1978

806217

Mr. William C. Oldaker
Federal Election Commission
1325 K. Street, N.W.
Washington, D. C. 20463

Re: MUR337

Dear Mr. Oldaker:

Enclosed herewith is my check for $200.00 as settlement for the above referenced case.

Hopefully, this ends your program of harrassment with me.

Very truly yours,

G. Don Teel

G. Don Teel

GDT:lg
Encl.

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724

DON TEEL
701 PAPWORTH STREET
METAIRIE, LA. 70005

9-11 1978

14-2
650

PAY TO THE ORDER OF FEDERAL ELECTION COMM. $ 200.00

TWO HUNDRED & 00/100 DOLLARS

FIRST NATIONAL BANK
OF COMMERCE
NEW ORLEANS, LOUISIANA

FOR

Don Teel

⑆065000029⑆ 0089⑈86⑈036⑈ 0 8 7
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G. Don Teel
4912 York Street
Metairie, La. 70001

Mr. William C. Oldaker
Federal Election Commission
1325 K. Street, N.W.
Washinton, D. C. 20463

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 23, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Glen Don Teel
4912 York Street
Metarie, LA 70001

RE: MUR 337

Dear Mr. Teel:

On July 12, 1978, a letter was sent to you enclosing an executed copy of the conciliation agreement approved by the Commission. Paragraph C of the General Conditions states that the respondent has thirty days from the date the agreement becomes effective to comply with the requirements of the agreement. Because the agreement became effective on July 11, 1978, the thirty day time period ended on August 11, 1978. As of this date, we have not received payment of the $200 civil penalty from you. The Commission is preparing to institute a civil action for relief in the United States District Court for the District of Columbia. You should contact Michele D. Brown, at 202/523-4026, immediately to discuss this matter.

Sincerely,

William C. Oldaker
General Counsel

7804007157 6

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MUK 337 - M. Brown

PS Form 3811, Apr. 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered ..... ___¢
- ☑ Show to whom, date, and address of delivery .. ___¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered ..... ___¢
- ☐ RESTRICTED DELIVERY
  Show to whom, date, and address of delivery . $___
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Allen Don Teel
4912 York Street
Metairie, LA 70001

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438288	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. X Lisa Teel

DATE OF DELIVERY	POSTMARK
8/26/78	

5. ADDRESS *(Complete only if requested)*

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆GPO: 1977 – 0 – 249-595

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

August 18, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Donald Zimmer
3229 Napoleon Avenue
New Orleans, Louisiana 70125

RE: MUR 337

Dear Mr. Zimmer:

Enclosed is a copy of the Conciliation Agreement which the Commission has approved in settlement of MUR 337. Accordingly, the Commission has closed the file in this matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

7804007157 3

7 8 0 4 0 0 7 1 5 7 9

337 - Brown

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered ..... ___¢
- ☑ Show to whom, date, and address of delivery ..... ___¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered ..... ___¢
- ☐ RESTRICTED DELIVERY
  Show to whom, date, and address of delivery . $___
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Donald Zimmer
3229 Napoleon Avenue
New Orleans, Louisiana 70125

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438192	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY: AUG 24 1978

POSTMARK: AUG 24 1978

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆GPO: 1977—0—249-595

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Donald Zimmer
3229 Napoleon Avenue
New Orleans, Louisiana 70125

RE: MUR 337

Dear Mr. Zimmer:

Enclosed is a copy of the Conciliation Agreement which the Commission has approved in settlement of MUR 337. Accordingly, the Commission has closed the file in this matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure
mb

7804007 1580

DOCC 4279

RECEIVED
FEDERAL ELECTION
COMMISSION

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

'78 JUL 26 PM 12:08

In the Matter of)
) MUR 337
Donald Zimmer)

804786

CONCILIATION AGREEMENT

~~804785~~

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended has occurred.

Now therefore respondent, Donald Zimmer, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

C. That with respect to the general election of November 2, 1976: 1) On October 25, 1976 the respondent obtained an $8,000 loan from the First Progressive Bank of Jefferson Parish the

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proceeds of which were for the Tonry Campaign. 2) On October 25, 1976 the respondent received the proceeds of three $8,000 loans for the Tonry Campaign. These loans were obtained from the First Progressive Bank of Jefferson Parish by Donald S. Moffatt, Bobby Wayne Eidson, and Glenn Don Teel on October 25, 1976.

IV. Wherefore the respondent agrees further:

A. That the loan mentioned in III-C-1 constituted a contribution in violation of 2 U.S.C. §441a(a)(1)(A) which limits to $1,000 any contribution to a political candidate made with respect to an election.

B. That as set forth in III-C-2, the respondent knowingly accepted contributions which were in violation of 2 U.S.C. §441a (1)(A). This constitutes a violation by the respondent of 2 U.S.C. §441a(f).

C. That in consideration that respondent on July 1, 1977 entered a guilty plea in U.S. District Court for the Eastern District of Louisiana to a two count Bill of Information (Docket #77-33) relating to the matters set forth herein, the Commission has waived imposition of ~~a fine~~ civil penalties.

GENERAL CONDITIONS:

A. It is agreed that upon signing this conciliation agreement the Federal Election Commission shall be barred from taking further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 1 5 8 2

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

DATE 8/24/78

FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE 7-19-78

FOR THE RESPONDENT
DONALD ZIMMER

7 8 0 4 0 0 7 1 5 9 3

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 337
Donald Zimmer	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on August 16, 1978, the Commission determined by a vote of 5-0 to adopt the recommendation of the General Counsel to take the following actions in the above-captioned matter:

1. Rescind the finding of Probable Cause to Believe that Donald Zimmer was in violation of 2 U.S.C. §441a(a)(1)(A) and §441a(f).

2. Accept the conciliation agreement signed by Mr. Zimmer attached to the General Counsel's Report dated August 10, 1978.

3. Take no further action against Mr. Zimmer and close the file.

4. Send the letter attached to the General Counsel's Report dated August 10, 1978 enclosing a copy of the conciliation agreement.

Commissioner Aikens was not present during the time of the vote.

Attest:

8/17/78
Date

Margaret E. Chaney
Marjorie W. Emmons
Secretary to the Commission

Received in Office of Commission Secretary: 8-14-78, 10:04
Circulated on 48 hour vote basis: 8-14-78, 3:00

7 8 0 4 0 0 7 1 5 9 4

August 18, 1978

MEMORANDUM TO: Margo [illegible]

FROM: Eileen T. Gary

SUBJECT: NUR 337

Please have the attached [illegible] Counsel's report on NUR 337 distributed to the Commission on a 48 hour tally basis.

Thank you.

7804007158

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Donald Zimmer	)	MUR 337

GENERAL COUNSEL'S REPORT

On June 21, 1978, the Commission found probable cause to believe that Donald Zimmer had violated 2 U.S.C. §441a(a)(1)(A) by obtaining an $8,000 loan for the Richard Tonry campaign in excess of the $1,000 limit on individual contributions. Also, the respondent violated 2 U.S.C. §441a(f) by knowingly accepting the proceeds of three $8,000 loans for the Tonry campaign which were contributed in excess of the $1,000 contribution limitations.

A conciliation agreement was sent to Mr. Zimmer after the Commission found reasonable cause to believe the violations had occurred. Mr. Zimmer has signed the agreement and returned it to the Commission. The Commission had waived imposing a civil penalty because the respondent entered a guilty plea to a two count Bill of Information in the U.S. District Court of the Eastern District of Louisiana. It is recommended that the Commission accept the attached conciliation agreement.

RECOMMENDATION

1. It is recommended that the Commission rescind the finding of Probable Cause to Believe that Donald Zimmer was in violation of 2 U.S.C. §441a(a)(1)(A) and §441a(f).

2. It is recommended that the Commission accept the attached conciliation agreement which Mr. Zimmer has signed.

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3. No further action should be taken against Mr. Zimmer and the file on this matter should be closed.

4. Send the attached letter enclosing a copy of the conciliation agreement.

8/10/78
Date

William C. Oldaker
General Counsel

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Ponder ACC 4214

RECEIVED
FEDERAL ELECTION
COMMISSION

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

'78 JUL 26 PM 12:08

In the Matter of)
) MUR 337
Donald Zimmer)

804786

CONCILIATION AGREEMENT

~~804785~~

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended has occurred.

Now therefore respondent, Donald Zimmer, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

C. That with respect to the general election of November 2, 1976: 1) On October 25, 1976 the respondent obtained an $8,000 loan from the First Progressive Bank of Jefferson Parish the

7804007158 8

proceeds of which were for the Tonry Campaign. 2) On October 25, 1976 the respondent received the proceeds of three $8,000 loans for the Tonry Campaign. These loans were obtained from the First Progressive Bank of Jefferson Parish by Donald S. Moffatt, Bobby Wayne Eidson, and Glenn Don Teel on October 25, 1976.

IV. Wherefore the respondent agrees further:

A. That the loan mentioned in III-C-1 constituted a contribution in violation of 2 U.S.C. §441a(a)(1)(A) which limits to $1,000 any contribution to a political candidate made with respect to an election.

B. That as set forth in III-C-2, the respondent knowingly accepted contributions which were in violation of 2 U.S.C. §441a (1)(A). This constitutes a violation by the respondent of 2 U.S.C. §441a(f).

C. That in consideration that respondent on July 1, 1977 entered a guilty plea in U.S. District Court for the Eastern District of Louisiana to a two count Bill of Information (Docket #77-33) relating to the matters set forth herein, the Commission has waived imposition of ~~a fine~~ civil penalties.

GENERAL CONDITIONS:

A. It is agreed that upon signing this conciliation agreement the Federal Election Commission shall be barred from taking further action against the respondent with respect to the specific matters set forth herein.

7804007158 9

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

DATE _____

FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE 7-19-78

FOR THE RESPONDENT
DONALD ZIMMER

7 8 0 4 0 0 7 1 5 9 0

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Donald Zimmer
3229 Napoleon Avenue
New Orleans, Louisiana 70125

RE: MUR 337

Dear Mr. Zimmer:

Enclosed is a copy of the Conciliation Agreement which the Commission has approved in settlement of MUR 337. Accordingly, the Commission has closed the file in this matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

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POSTAGE AND FEES PAID

U.S.MAIL

RETURN TO SENDER

Office

Metairie, LA. 70002
Undeliverable As Addressed
Unable To Forward

Bobby Wayne Eidson
Eidson Chemical Co.
4605 Lake Como Avenue
Metarie, La. 70002

EIDS105 70002
UNDELIVERABLE AS ADDRESSED
-- UNABLE TO FORWARD 2

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

July 12, 1978

Bobby Wayne Eidson
Eidson Chemical Co.
4605 Lake Como Avenue
Metarie, La. 70002

RE: MUR 337

Dear Mr. Eidson:

Enclosed please find executed copies of the conciliation agreement which the Commission approved on June 21, 1978.

Please be advised that portions of the file in this matter will be available for public inspection.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

7804007159 3

RECEIVED
FEDERAL ELECTION
COMMISSION
'78 MAY 31 AM 9:14

Before the Federal Election Commission

April 17, 1978

803210

In the Matter of)
) MUR 337
Bobby Wayne Eidson)

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Bobby Wayne Eidson and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

7804007159 4

C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish and the proceeds were given to Donald Zimmer, a fundraising agent for Tonry, for use in the Tonry campaign.

D. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

E. The Commission does not contend that this violation was knowingly or willfully committed.

F. In consideration of the testimony and information voluntarily provided by respondent to the Department of Justice, which provided in part the evidence relied on by the Commission in its finding, the Commission has required and the respondent has agreed to pay a civil penalty of $200.

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GENERAL CONDITIONS

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE 7/11/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5/25/78

For the Respondent
Bobby Wayne Eidson

7804007159 6

LAW OFFICES

McPHERSON & ABADIE

410 CARONDELET STREET

NEW ORLEANS, LA. 70130

'78 JUL 26 PM 12:

8040071597

WASHINGTON, D.C. 20463
PM
PR
24 JUL
1978

USA 15¢
THE HOME OF THE BRAVE

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K St., N.W.
Washington, D.C. 20463

FEDERAL ELECTION COMMISSION

Internal Memorandum

The above-described material was removed from this file pursuant to the following exemption provided in the Freedom of Information Act, 5 U.S.C. Section 552(b):

____	(1) Classified Information	____	(6) Personal privacy
____	(2) Internal rules and practices	X	(7) Investigatory files Probable cause finding still under jurisdiction DOJ
____	(3) Exempted by other statute	____	(8) Banking Information
____	(4) Trade secrets and commercial or financial information	____	(9) Well Information (geographic or geophysical)
✓	(5) Internal Documents		

Signed Suzanne M. Callahan

date 7/19/78

David Fine 7/24/78

FEC 9-21-77

7804007159 3

FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

July 12, 1978

Bobby Wayne Eidson
Eidson Chemical Co.
4605 Lake Como Avenue
Metarie, La. 70002

RE: MUR 337

Dear Mr. Eidson:

Enclosed please find executed copies of the conciliation agreement which the Commission approved on June 21, 1978.

Please be advised that portions of the file in this matter will be available for public inspection.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

7804007159

DCC 3685

RECEIVED
FEDERAL ELECTION
COMMISSION

Before the Federal Election Commission

April 17, 1978

'78 MAY 31 AM 9:14

803210

In the Matter of)
) MUR 337
Bobby Wayne Eidson)

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Bobby Wayne Eidson and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

7804007160

C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish and the proceeds were given to Donald Zimmer, a fundraising agent for Tonry, for use in the Tonry campaign.

D. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

E. The Commission does not contend that this violation was knowingly or willfully committed.

F. In consideration of the testimony and information voluntarily provided by respondent to the Department of Justice, which provided in part the evidence relied on by the Commission in its finding, the Commission has required and the respondent has agreed to pay a civil penalty of $200.

GENERAL CONDITIONS

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

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C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE 7/21/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5/25/78

For the Respondent
Bobby Wayne Eidson

7904007160 2

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

July 12, 1978

Donald S. Moffet
2701 Houma Blvd.
Metarie, La. 70002

RE: MUR 337

Dear Mr. Moffet:

Enclosed please find executed copies of the conciliation agreement which the Commission approved on June 21, 1978.

Please be advised that portions of the file in this matter will be available for public inspection.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

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802765 AC 3552

RECEIVED FEDERAL ELECTION COMMISSION

Before the Federal Election Commission

April 17, 1978

'78 MAY 15 PM 12:46

In the Matter of)
) MUR 337
Donald S. Moffatt)

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Donald S. Moffatt and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

7804007160 4

C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish and the proceeds were given to Donald Zimmer, a fund-raising agent for Tonry, for use in the Tonry campaign.

D. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

E. The Commission does not contend that this violation was knowingly or willfully committed.

F. In consideration of the testimony and information voluntarily provided by respondent to the Department of Justice, which provided in part the evidence relied on by the Commission in its finding, the Commission has required and the respondent has agreed to pay a civil penalty of $200.

GENERAL CONDITIONS

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

7 8 0 4 0 0 7 1 6 0 5

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE 7/11/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5/8/78

For the Respondent
Donald S. Moffatt

7804007160 6

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

July 12, 1978

Glen Don Teel
4912 York Street
Matarie, La. 70001

RE: MUR 337

Dear Mr. Teel:

Enclosed is an executed copy of the conciliation agreement approved by the Commission on June 21, 1978. As stated therein you have thirty days within which to pay the civil penalty.

Please be advised that portions of the file will now be available for public inspection.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

7 8 0 4 0 0 7 1 6 0 7

FEDERAL ELECTION COMMISSION
'78 MAY 30 PM 9:09

Before the Federal Election Commission

April 17, 1978

803155
SCC3677

In the Matter of	)	
	)	MUR 337
Glenn Don Teel	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Glenn Don Teel, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish and the proceeds were given to Donald Zimmer, a fundraising agent for Tonry, for use in the Tonry campaign.

D. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

E. The Commission does not contend that this violation was knowingly or willfully committed.

F. In consideration of the testimony and information voluntarily provided by respondent to the Department of Justice, which provided in part the evidence relied on by the Commission in its finding, the Commission has required and the respondent has agreed to pay a civil penalty of $200.

GENERAL CONDITIONS

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

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C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE 7/10/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5-24-78

For the Respondent
Glenn Don Teel

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

July 12, 1978

Richard A. Tonry
9061 W. Judge Perez Drive
Chalmette, Louisiana 70043

RE: MUR 337

Dear Mr. Tonry:

Enclosed are executed copies of conciliation agreements for yourself and Messrs. Berthelot, G. P. Tonry, R. G. Tonry, Trentacosta, D'Antonio, Mumphrey, Perez, Tudury and Aiavalasiti. These were approved by the Commission on June 21, 1978.

Please be advised that portions of the file in this matter will now be available for public inspection.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

7804007161

Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Richard A. Tonry	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act, of 1971, as amended, has occurred.

Now therefore respondent, Richard A. Tonry, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That the respondent Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the Rick Tonry Campaign Committee was respondent's principal campaign committee during his candidacy in 1976, and that the Tonry for Congress Campaign Committee was respondent's principal campaign committee in 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent received the following: 1) On July 12, 1976, $5,000 from a loan obtained by Guy D'Antonio II, on which loan respondent co-signed; 2) On July 16, 1976, $5,000 from a loan obtained by V. C. Trentacosta, and co-signed by respondent, from the St. Bernard Bank and Trust; 3) On July 16, 1976, $5,000 from a loan obtained by Donald Tudury, and co-signed by the respondent, from the First National Bank of St. Bernard Parish; 4) On July 19, 1976, $5,000 from a loan obtained by J. Wayne Mumphrey, and co-signed by the respondent, from the First National Bank of St. Bernard Parish; 5) On July 19, 1976, $10,000 from a loan obtained by G. P. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish; 6) On July 19, 1976, $5,000 on a loan obtained by R. G. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish; 7) On July 27, 1976, $5,000 from a loan obtained by Stephen Perez, and co-signed by the respondent and by J. Wayne Mumphrey, from the First National Bank of St. Bernard Parish.

D. That with respect to the run-off election of October 2, 1976, the respondent received on September 16, 1976, $15,000 from a loan obtained by L. J. Aiavalasiti and co-signed by respondent from the Whitney National Bank of New Orleans.

E. That with respect to the general election of November 2, 1976, the respondent's fundraising agent Donald Zimmer received for the campaign proceeds of separate $8,000 loans obtained by Donald Moffatt, Bobby Wayne Eidson, Glenn Don Teel and Zimmer himself from the First Progressive Bank of Jefferson Parish

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and on October 29, 1976, he received $25,000 from a loan co-signed by Robert Berthelot from the Gulf South Bank.

F. That with respect to the run-off election of October 2, 1976, the respondent received on September 14, 1976, $25,000 from a loan obtained by J. Wayne Mumphrey from the First National Bank of St. Bernard Parish. This loan was later guaranteed by respondent, G. P. Tonry, and R. G. Tonry.

G. That in consideration of the fact that respondent on July 1, 1977 entered a guilty plea in U.S. District Court for the Eastern District of Louisiana to a four count Bill of Information (Docket #77-2-60-A) filed by the Department of Justice involving certain of the matters set forth herein, the Federal Election Commission has waived the imposition of a fine in this matter.

IV. Wherefore, the respondent agrees further:

A. That these loans referred to in Section III subsections D through G constituted contributions as defined by 2 U.S.C. §431(e)(1)(A) and were in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. That as set forth above, in Section III, subsections D through G, respondent violated 2 U.S.C. §441a(f) by accepting contributions in excess of $1,000 from an individual during an election period.

V. That the principal and interest on all the loans referred to hereinabove have been paid by respondent herein, Richard A. Tonry.

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GENERAL CONDITIONS

A. It is agreed that upon signing this conciliation agreement the Federal Election Commission shall be barred from taking further action against the respondent with respect to the specific matters set forth herein.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

DATE 7/11/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 6-2-78

For the Respondent
Richard A. Tonry

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Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Stephen R. Perez	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Stephen R. Perez, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry and J. Wayne Mumphrey on a loan on July 27, 1976 of $5,000 from the First National Bank of St. Bernard parish, the proceeds of which were used for the benefit of the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $100.

GENERAL CONDITIONS

A. If the Commission believes 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

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D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE 7/1/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5-26-78

For the Respondent
Stephen R. Perez

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Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Vincent C. Trentacosta	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Vincent C. Trentacosta, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry on a loan on July 16, 1976 of $5,000 from the St. Bernard Bank and Trust the proceeds of which were for the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action

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against the respondent with respect to the specific matters set forth herein.

DATE 7/11/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE May 28th 1978

Vincent C Trentacosta
For the Respondent
Vincent C. Trentacosta

7 8 0 4 0 0 7 1 6 2 1

Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Lawrence J. Aiavalasiti	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Lawrence J. Aiavalasiti, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That the Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976 and the special primary election of June 25, 1977.

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C. That with respect to the run-off election of October 2, 1976, on September 16, 1976 the respondent co-signed with Richard A. Tonry on a loan of $15,000 from the Whitney National Bank of New Orleans the proceeds of which were for the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A) which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $750.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action

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against the respondent with respect to the specific matters set forth herein.

DATE ~~5/30/78~~ 7/18/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5/30/78

For the Respondent
Lawrence J. Aiavalasiti

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Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
R. G. Tonry	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, R. G. Tonry, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry on a loan on July 19, 1976 of $5,000 from the First National Bank of St. Bernard Parish, the proceeds of which were used for the benefit of the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $150.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of the agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action

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against the respondent with respect to the specific matters set forth herein.

DATE 7/11/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5-30-78

For the Respondent
R. G. Tonry

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Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
G. P. Tonry	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, G. P. Tonry, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, respondent G. P. Tonry co-signed with Richard A. Tonry on a loan on July 19, 1976 of $10,000 from the First National Bank of St. Bernard Parish, the proceeds of which were used to benefit the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore respondent G. P. Tonry agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

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D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE 7/11/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5-30-78

For the Respondent
G. P. Tonry

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Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Robert C. Berthelot	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Robert Berthelot, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That as a candidate he participated in four elections: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the general election of November 2, 1976 respondent Robert Berthelot co-signed with candidate Tonry on a $25,000 loan for the Tonry Campaign from the Gulf South Bank of Gretna.

IV. Wherefore respondent Robert C. Berthelot agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a political candidate during an election period.

B. To pay a civil penalty in the amount of $1,500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have not more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7/11/78
Date

For the Federal Election Commission
William C. Oldaker
General Counsel

7 8 0 4 0 0 7 1 6 3 2

5-26-78
Date

For the Respondent
Robert C. Berthelot

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Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
J. Wayne Mumphrey	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, J. Wayne Mumphrey, and the Federal Election Commission, having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976: 1) On July 19, 1976, the respondent co-signed with Richard A. Tonry on a loan of $5,000 from the First National Bank of St. Bernard Parish for the Tonry Campaign; 2) On July 27, 1976, the respondent and Richard A. Tonry co-signed a loan of $5,000 obtained by Stephen Perez from the First National Bank of St. Bernard Parish for the Tonry Campaign.

D. That with respect to the run-off election of October 2, 1976, the respondent obtained a loan on September 14, 1976 of $25,000 from the First National Bank of St. Bernard Parish, the proceeds of which were for the Tonry Campaign. This loan was later guaranteed by Richard A. Tonry, by R. G. Tonry, and by G. P. Tonry.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That the loans mentioned in Section III, C and D, constituted contributions as defined by 2 U.S.C. §431(e)(1)(A) and were in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty in the amount of $1,000.

GENERAL CONDITIONS:

A. 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.

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B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE 7/11/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5/26/78

J. Wayne Mumphrey

For the Respondent
J. Wayne Mumphrey

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Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Donald G. Tudury	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Donald G. Tudury, and the Federal Election Commission, having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry on a loan on July 16, 1976 of $5,000 from the First National Bank of St. Bernard Parish, the proceeds of which were used for the benefit of the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $100.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

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D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE 7/11/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5/26/78

Donald G. Tudury

For the Respondent
Donald G. Tudury

7804007163 9

Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Guy D'Antonio II	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Guy D'Antonio II, and the Federal Election Commission, having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry on a loan on July 12, 1976 of $5,000 from the Peoples Bank of St. Bernard Parish, the proceeds of which were used for the benefit of the Tonry campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $150.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

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D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE 7/11/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE May 30, 1978

Guy J. D'Antonio

For the Respondent
Guy D'Antonio II

7804007164 2

Bobby Wayne Eidson
Eidson Chemical Co.
4605 Lake Como Avenue
Metarie, La. 70002

RE: MUR 337

Dear Mr. Eidson:

Enclosed please find executed copies of the conciliation agreement which the Commission approved on June 21, 1978.

Please be advised that portions of the file in this matter will be available for public inspection.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

7804007 1643

Donald S. Moffet
2701 Houma Blvd.
Metarie, La. 70002

RE: MUR 337

Dear Mr. Moffet:

Enclosed please find executed copies of the conciliation agreement which the Commission approved on June 21, 1978.

Please be advised that portions of the file in this matter will be available for public inspection.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

7804007164 4

HP

Glen Don Teel
4912 York Street
Metairie, La. 70001

RE: MUR 337

Dear Mr. Teel:

Enclosed is an executed copy of the conciliation agreement approved by the Commission on June 21, 1978. As stated therein you have thirty days within which to pay the civil penalty.

Please be advised that portions of the file will now be available for public inspection.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

7 8 0 4 0 0 7 1 6 4 5

Richard A. Tonry
9061 W. Judge Perez Drive
Chalmette, Louisiana 70043

RE: MUR 337

Dear Mr. Tonry:

Enclosed are executed copies of conciliation agreements for yourself and Messrs. Berthelot, G. P. Tonry, R. G. Tonry, Trentacosta, DiAntonio, Humphrey, Perez, Tudury and Aiavalasiti. These were approved by the Commission on June 21, 1978.

Please be advised that portions of the file in this matter will now be available for public inspection.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

7804007164 8

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 337
Richard A. Tonry, et. al.)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on June 21, 1978, the Commission determined by a vote of 6-0 to adopt the recommendation of the General Counsel to take the following actions in the above-captioned matter:

1. Approve the conciliation agreements attached to the General Counsel's Report signed June 16, 1978.

Attest:

Date 6/23/78

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

7 8 0 4 0 0 7 1 6 4 7

EXECUTIVE SESSION
June 21, 1978

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Richard A. Tonry, et. al	)	MUR 337

GENERAL COUNSEL'S REPORT

Attached are signed conciliation agreements for, with the exception of Donald Zimmer, all of the respondents in the above matter. These are namely: Richard A. Tonry, Stephen R. Perez, Vincent C. Trentacosta, Lawrence J. Aiavalasiti, R. G. Tonry, G. P. Tonry, Robert C. Berthelot, J. Wayne Mumphrey, Donald G. Tudury, Guy D'Antonio II, Donald S. Moffatt, Glenn Don Teel and Bobby Wayne Eidson. The staff is recommending approval of these agreements

Moffatt, Teel and Eidson have agreed to pay individual $200 fines and admit that the transfer to Tonry's Agent Donald Zimmer, of $8,000 loans secured by them constituted violations of §441a(a)(1)(A). These funds were returned to them by Zimmer soon after he recieved them and do not appear to have been used for the benefit of the campaign. Moreover, the Department of Justice has strongly urged that special consideration be given to Moffatt, Teel, and Eidson because of their cooperation with Justice and because that without their testimony neither Justice or the Commission would have had sufficient evidence to proceed on these violations. For these reasons a reduced fine in recommended for these individuals.

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Except for Tonry, the remaining individuals have agreed to pay fines which in the aggregate total $4,750.00 and to admit to a violation of 2 U.S.C. §441a(a). Each of these individuals participated in loans for the benefit of the Tonry Campaign. In each instance the loans were reported, and eventually paid back by the candidate who, with the exception of a September 14, 1976 loan of $25,000 secured by Mumphrey and guaranteed by G. P. Tonry and R. G. Tonry, participated by cosignature or guarantee on all the loans. The individual's civil penalties vary from $100 to $1500 depending on the loan's size and the number of participants on the respective loan.

Tonry has admitted that each of the concerned loans were in violation of 2 U.S.C. §441a(a)(1)(A) and that acceptance of these loans constituted a violation by him of 2 U.S.C. §441a(f). Contending that the campaign was never in receipt of the Moffatt, Zimmer, Teel and Eidson loans, no admission was made with regard to these loans. In consideration of Tonry's guilty plea to matters which related in part to these matters and the imposition of a six month sentence, no civil penalty was sought against Tonry individually.

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RECOMMENDATION

1. Approve attached conciliation agreements.

Date: 16 June 1978

William C. Oldaker
General Counsel

7804007165 0

FIRST NATIONAL BANK
Of St. Bernard Parish - Chalmette, Louisiana

TONRY, MUMPHREY, D'ANTONIO & McDOUGALL
ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
CHALMETTE, LA. 70044
271-0471

1007

PAY FOUR THOUSAND SEVEN HUNDRED FIFTY AND NO/100---------- **DOLLARS**

DATE	CHECK NO.	AMOUNT DOLLARS	CENTS
6/2/78	1007	4,750	00

TO THE ORDER OF Federal Election Commission

Russell A. Tonry

⑆065000107⑆ 1001855⑈0⑈

DUCL 5/58

TONRY, MUMPHREY, D'ANTONIO & MCDOUGALL
ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

RICHARD A. TONRY
J. WAYNE MUMPHREY
GUY J. D'ANTONIO, II
WAYNE J. McDOUGALL

NUNZIO S. CUSIMANO, JR.

AREA CODE 504
TELEPHONE 271-0471

RECEIVED FEDERAL ELECTION COMMISSION

'78 JUN 8 AM 11:58

June 2, 1978

803415

Mr. Andy Athy, Jr.
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 337

Dear Mr. Athy:

Enclosed please find the Conciliation Agreements signed by ourselves and our check in the amount of $4,750.00.

It is my understanding that this concludes any and all investigations by the Federal Election Commission of the campaigns in 1976 and 1977.

Thank you for the courtesy that you have extended us.

Sincerely,

RICHARD A. TONRY

RAT/jc
Enclosures

7804007165 2

Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Richard A. Tonry	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act, of 1971, as amended, has occurred.

Now therefore respondent, Richard A. Tonry, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That the respondent Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the Rick Tonry Campaign Committee was respondent's principal campaign committee during his candidacy in 1976, and that the Tonry for Congress Campaign Committee was respondent's principal campaign committee in 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent received the following: 1) On July 12, 1976, $5,000 from a loan obtained by Guy D'Antonio II, on which loan respondent co-signed; 2) On July 16, 1976, $5,000 from a loan obtained by V. C. Trentacosta, and co-signed by respondent, from the St. Bernard Bank and Trust; 3) On July 16, 1976, $5,000 from a loan obtained by Donald Tudury, and co-signed by the respondent, from the First National Bank of St. Bernard Parish; 4) On July 19, 1976, $5,000 from a loan obtained by J. Wayne Mumphrey, and co-signed by the respondent, from the First National Bank of St. Bernard Parish; 5) On July 19, 1976, $10,000 from a loan obtained by G. P. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish; 6) On July 19, 1976, $5,000 on a loan obtained by R. G. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish; 7) On July 27, 1976, $5,000 from a loan obtained by Stephen Perez, and co-signed by the respondent and by J. Wayne Mumphrey, from the First National Bank of St. Bernard Parish.

D. That with respect to the run-off election of October 2, 1976, the respondent received on September 16, 1976, $15,000 from a loan obtained by L. J. Aiavalasiti and co-signed by respondent from the Whitney National Bank of New Orleans.

E. That with respect to the general election of November 2, 1976, the respondent's fundraising agent Donald Zimmer received for the campaign proceeds of separate $8,000 loans obtained by Donald Moffatt, Bobby Wayne Eidson, Glenn Don Teel and Zimmer himself from the First Progressive Bank of Jefferson Parish

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and on October 29, 1976, he received $25,000 from a loan co-signed by Robert Berthelot from the Gulf South Bank.

F. That with respect to the run-off election of October 2, 1976, the respondent received on September 14, 1976, $25,000 from a loan obtained by J. Wayne Mumphrey from the First National Bank of St. Bernard Parish. This loan was later guaranteed by respondent, G. P. Tonry, and R. G. Tonry.

G. That in consideration of the fact that respondent on July 1, 1977 entered a guilty plea in U.S. District Court for the Eastern District of Louisiana to a four count Bill of Information (Docket #77-2-60-A) filed by the Department of Justice involving certain of the matters set forth herein, the Federal Election Commission has waived the imposition of a fine in this matter.

IV. Wherefore, the respondent agrees further:

A. That these loans referred to in Section III subsections D through G constituted contributions as defined by 2 U.S.C. §431(e)(1)(A) and were in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. That as set forth above, in Section III, subsections D through G, respondent violated 2 U.S.C. §441a(f) by accepting contributions in excess of $1,000 from an individual during an election period.

V. That the principal and interest on all the loans referred to hereinabove have been paid by respondent herein, Richard A. Tonry.

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GENERAL CONDITIONS

A. It is agreed that upon signing this conciliation agreement the Federal Election Commission shall be barred from taking further action against the respondent with respect to the specific matters set forth herein.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

DATE _____

_____
For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 6-2-78

_____
For the Respondent
Richard A. Tonry

7804007165 6

Before the Federal Election Commission

In the Matter of)
) MUR 337
Stephen R. Perez)

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Stephen R. Perez, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry and J. Wayne Mumphrey on a loan on July 27, 1976 of $5,000 from the First National Bank of St. Bernard parish, the proceeds of which were used for the benefit of the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $100.

GENERAL CONDITIONS

A. If the Commission believes 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

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D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE _____

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5-26-78

For the Respondent
Stephen R. Perez

7 8 0 4 0 0 7 1 6 5 9

Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Vincent C. Trentacosta	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Vincent C. Trentacosta, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry on a loan on July 16, 1976 of $5,000 from the St. Bernard Bank and Trust the proceeds of which were for the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action

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against the respondent with respect to the specific matters set forth herein.

DATE _____

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE May 28th 1978

Vincent C Trentacosta
For the Respondent
Vincent C. Trentacosta

7 8 0 4 0 0 7 1 6 6 2

Before the Federal Election Commission

In the Matter of)
) MUR 337
Lawrence J. Aiavalasiti)

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Lawrence J. Aiavalasiti, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That the Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976 and the special primary election of June 25, 1977.

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C. That with respect to the run-off election of October 2, 1976, on September 16, 1976 the respondent co-signed with Richard A. Tonry on a loan of $15,000 from the Whitney National Bank of New Orleans the proceeds of which were for the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A) which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $750.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action

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against the respondent with respect to the specific matters set forth herein.

DATE 5/30/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5/30/78

Lawrence J. Aiavalasiti
For the Respondent
Lawrence J. Aiavalasiti

7 8 0 4 0 0 7 1 6 6 5

Before the Federal Election Commission

In the Matter of)
) MUR 337
R. G. Tonry)

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, R. G. Tonry, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry on a loan on July 19, 1976 of $5,000 from the First National Bank of St. Bernard Parish, the proceeds of which were used for the benefit of the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $150.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of the agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action

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against the respondent with respect to the specific matters set forth herein.

DATE _____

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5-30-78

For the Respondent
R. G. Tonry

7 8 0 4 0 0 7 1 6 6 8

Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
G. P. Tonry	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, G. P. Tonry, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, respondent G. P. Tonry co-signed with Richard A. Tonry on a loan on July 19, 1976 of $10,000 from the First National Bank of St. Bernard Parish, the proceeds of which were used to benefit the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore respondent G. P. Tonry agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

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D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE _____

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5-30-78

G. P. Tonry

For the Respondent
G. P. Tonry

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Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Robert C. Berthelot	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Robert Berthelot, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That as a candidate he participated in four elections: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the general election of November 2, 1976 respondent Robert Berthelot co-signed with candidate Tonry on a $25,000 loan for the Tonry Campaign from the Gulf South Bank of Gretna.

IV. Wherefore respondent Robert C. Berthelot agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a political candidate during an election period.

B. To pay a civil penalty in the amount of $1,500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have not more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

Date

For the Federal Election Commission
William C. Oldaker
General Counsel

7 8 0 4 0 0 7 1 6 7 3

5-26-78
Date

For the Respondent
Robert C. Berthelot

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Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
J. Wayne Mumphrey	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, J. Wayne Mumphrey, and the Federal Election Commission, having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976: 1) On July 19, 1976, the respondent co-signed with Richard A. Tonry on a loan of $5,000 from the First National Bank of St. Bernard Parish for the Tonry Campaign; 2) On July 27, 1976, the respondent and Richard A. Tonry co-signed a loan of $5,000 obtained by Stephen Perez from the First National Bank of St. Bernard Parish for the Tonry Campaign.

D. That with respect to the run-off election of October 2, 1976, the respondent obtained a loan on September 14, 1976 of $25,000 from the First National Bank of St. Bernard Parish, the proceeds of which were for the Tonry Campaign. This loan was later guaranteed by Richard A. Tonry, by R. G. Tonry, and by G. P. Tonry.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That the loans mentioned in Section III, C and D, constituted contributions as defined by 2 U.S.C. §431(e)(1)(A) and were in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty in the amount of $1,000.

GENERAL CONDITIONS:

A. 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.

7 8 0 4 0 0 7 1 6 7 6

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5/26/78

J. Wayne Mumphrey

For the Respondent
J. Wayne Mumphrey

7804007167 7

Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Donald G. Tudury	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Donald G. Tudury, and the Federal Election Commission, having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry on a loan on July 16, 1976 of $5,000 from the First National Bank of St. Bernard Parish, the proceeds of which were used for the benefit of the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $100.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

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D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5/26/78

Donald G. Tudury

For the Respondent
Donald G. Tudury

7 8 0 4 0 0 7 1 6 8 0

Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Guy D'Antonio II	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Guy D'Antonio II, and the Federal Election Commission, having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry on a loan on July 12, 1976 of $5,000 from the Peoples Bank of St. Bernard Parish, the proceeds of which were used for the benefit of the Tonry campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $150.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

7 8 0 4 0 0 7 1 6 8 2

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE May 30, 1978

Guy J. D'Antonio
For the Respondent
Guy D'Antonio II

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802765 3552

RECEIVED FEDERAL ELECTION COMMISSION

'78 MAY 15 PM 12:46

Before the Federal Election Commission

April 17, 1978

In the Matter of	)	
	)	MUR 337
Donald S. Moffatt	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Donald S. Moffatt and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish and the proceeds were given to Donald Zimmer, a fund-raising agent for Tonry, for use in the Tonry campaign.

D. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

E. The Commission does not contend that this violation was knowingly or willfully committed.

F. In consideration of the testimony and information voluntarily provided by respondent to the Department of Justice, which provided in part the evidence relied on by the Commission in its finding, the Commission has required and the respondent has agreed to pay a civil penalty of $200.

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GENERAL CONDITIONS

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5/8/78

For the Respondent
Donald S. Moffatt

7 8 0 4 0 0 7 1 6 3 6

7RP40071687

DONALD S. MOFFATT
2701 HOUMA BLVD. SUITE A
METAIRIE, LA 70002

366

84-247
654

MAY 11, 19 78

PAY TO THE ORDER OF U. S. TREASURY $ 200.00

TWO HUNDRED AND NO/100---------- DOLLARS

CONTINENTAL BANK
METAIRIE, LOUISIANA 70002

FOR MUR 337; Civil Penalty

Donald S. Moffatt

⑆0654⑈0247⑆ 16⑈8243⑈2⑈

Before the Federal Election Commission

April 17, 1978

FEDERAL ELECTION COMMISSION
'78 MAY 30 PM 9:09

003155
DCC 3677

In the Matter of	)	
	)	MUR 337
Glenn Don Teel	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Glenn Don Teel, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

7804007168B

C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish and the proceeds were given to Donald Zimmer, a fundraising agent for Tonry, for use in the Tonry campaign.

D. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

E. The Commission does not contend that this violation was knowingly or willfully committed.

F. In consideration of the testimony and information voluntarily provided by respondent to the Department of Justice, which provided in part the evidence relied on by the Commission in its finding, the Commission has required and the respondent has agreed to pay a civil penalty of $200.

GENERAL CONDITIONS

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

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C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5-24-78

Glenn Don Teel
For the Respondent
Glenn Don Teel

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ackg

DCC 56 JJ

RECEIVED
FEDERAL ELECTION
COMMISSION

Before the Federal Election Commission

April 17, 1978

'78 MAY 31 AM 9:14

803210

In the Matter of)
) MUR 337
Bobby Wayne Eidson)

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Bobby Wayne Eidson and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

7804007169 1

C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish and the proceeds were given to Donald Zimmer, a fundraising agent for Tonry, for use in the Tonry campaign.

D. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

E. The Commission does not contend that this violation was knowingly or willfully committed.

F. In consideration of the testimony and information voluntarily provided by respondent to the Department of Justice, which provided in part the evidence relied on by the Commission in its finding, the Commission has required and the respondent has agreed to pay a civil penalty of $200.

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GENERAL CONDITIONS

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE 5/25/78

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE 5/25/78

For the Respondent
Bobby Wayne Eidson

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wynn's

EIDSON CHEMICAL CO., INC.
4605 LAKE COMO AVE. PH. 504 455 5978
METAIRIE, LA 70002

1033

5/25 19 78

84-249
654

PAY TO THE ORDER OF U. S. Treasury $ 200 xx

Two Hundred + xx/100 DOLLARS

Federal Election Comm —

THIS CHECK IS DELIVERED IN CONNECTION WITH THE ABOVE ACCOUNT (S)

FIRST PROGRESSIVE BANK
METAIRIE, LOUISIANA 70005

WARLAND-8

⑈001033⑈ ⑆0654⑈0249⑆ 01 3209 8⑈

TONRY, MUMPHREY, D'ANTONIO & McDOUGALL
ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

RICHARD A. TONRY
J. WAYNE MUMPHREY
GUY J. D'ANTONIO, II
WAYNE J. McDOUGALL

NUNZIO S. CUSIMANO, JR.

AREA CODE 504
TELEPHONE 271-0471

RECEIVED
FEDERAL ELECTION
COMMISSION

'78 JUN 12 AM 9:35

June 2, 1978

Sue Paschen
Audit Division
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

803488

Dear Ms. Paschen:

Enclosed is the notarized statement signed by myself as well as the copies of all the notes we have paid off on the campaign. Andy Athy suggested we send these along with a notarized statement.

It is my understanding that this completes the investigation and that I will not be hearing from anybody from the Federal Election Commission ever again.

Thanking you for your courtesy in this matter, I am,

Sincerely,

RICHARD A. TONRY

RAT/jc
Enclosures

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STATEMENT OF PERSONAL FUNDS OF A
CANDIDATE FOR A FEDERAL ELECTION

The undersigned, RICHARD A. TONRY, residing at #5 Sable Court, Arabi, La. 70032 makes the following statement:

All personal funds expended by me on behalf of my campaign for Federal office are (as required by Section 110.10 of the Regulations of the Federal Election Commission):

Assets to which at the time of my candidacy I had legal and rightful title, or with respect to which I had the right of beneficial enjoyment, under applicable State law, and which I had legal right of access to or control over, including funds from immediate family members; and consists of salary and other earned income from bona fide employment; dividends and proceeds from the sale of personal stocks or other investments; bequests to me; income from trusts established before candidacy; income from trusts established by bequests after candidacy of which I am the beneficiary; gifts of a personal nature which had been customarily received prior to candidacy; proceeds from lotteries and similar legal games of chance.

Exceptions to the above:

(Signed) Richard A. Tonry
RICHARD A. TONRY

(Date) June 2, 1978

Joy U. Colomb
Debra Jarrell

Notary Statement

Sworn to and subscribed before me this 2nd day of June, 1978.

J. Wayne Murphrey
NOTARY PUBLIC

R/LAT 10 Due January 10, 1977 No. 10381 10381 $ 10,000.00

St. Bernard Parish, La., October 11, 19 76

90 days after date, we, the signers, endorsers, guarantors, sureties and each of us, in solido, promise to pay to the order of the FIRST NATIONAL BANK OF ST. BERNARD PARISH, at its office in St. Bernard Parish, Louisiana,

FIRST NAT'L. BK OF ST. BERNARD $10,000 AND NO/100

Dollars,

for value received, with interest thereon at the rate of 9.00 per cent per annum from date until paid.

All parties hereto severally waive presentment for payment, demand, protest and notice of protest and non-payment and also all pleas of division and discussion, and agree that the payment hereof may be extended from time to time, one or more times, without notice, hereby binding themselves in solido unconditionally and as original makers and promisors for the payment hereof in principal, interest, costs and attorney's fees. The Bank may at any time release any of the parties hereto, in whole or in part, from their obligations hereunder without in any manner affecting or impairing the rights of the Bank against all other parties hereto not so released.

The parties hereto bind themselves to pay the fees of any attorney at law who may be employed to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof or to compromise or to take any other action with regard hereto, which fees are hereby fixed at twenty five per cent (25%) of the amount them owing hereon and sought to be collected, protected or preserved.

On the non-performance of this agreement, or upon the non-payment at any maturity of any of the obligations or liabilities of any party hereto, or upon the death, suspension, failure, or insolvency, or upon any application for the adjudication in bankruptcy, or upon the commencing of dissolution proceedings, or proceedings for the appointment of a liquidator or liquidators, of any party hereto, or upon the application by or against any party hereto for a respite, assignment, or receivership, or upon notice to Bank of any garnishment, seizure or of any outstanding tax lien or levy, then and in any such case this note and all other obligations and liabilities, direct or contingent, of the parties hereto, and each of them, to said Bank, shall forthwith mature and become due and payable, without demand, notice, or putting in default, anything herein contained to the contrary notwithstanding.

The Bank is hereby authorized, at any time and from time to time, at its option, to apply any or all of the balance of every deposit account of the parties hereto, or any of them, or any and all stocks, bonds or other securities or property of any nature whatsoever on deposit with or held by or in possession of said Bank as collateral or otherwise, and/or any or all monies now or hereafter in the hands of the Bank, or in transit to or from the Bank, and belonging to the parties hereto, or any of them, to the payment, in whole or in part, of this note, in principal, interest, costs and attorney's fees, and/or ~~of any of the~~ aforesaid debts, liabilities or obligations of the parties hereto, or any of them.

As used herein, the term "parties hereto" shall be deemed to include not only the maker or makers hereof but also any endorser or endorsers, surety or sureties, and guarantor or guarantors.

All parties hereto further severally agree that this note evidences and sets forth their entire agreement with the holder hereof and that no modification hereof shall be binding unless in writing.

Richard A. Tonry

G.P. Tonry

FIRST NATIONAL BANK OF ST. BERNARD

PROMISSORY NOTE—UNSECURED— FNB 4 (R 9/75) COMM.

7 8 0 4 0 0 7 1 6 9 7

Due February 7, 1977

No. 10465 10465

$10,000.00

St. Bernard Parish, La., November 8, 19 76

91 Days after date, we, the signers, endorsers, guarantors, sureties and each of us, in solido, promise to pay to the order of the FIRST NATIONAL BANK OF ST. BERNARD PARISH, at its office in St. Bernard Parish, Louisiana,

1ST NAT'L BK OF ST BERNARD $10000 00/100 Dollars,

for value received, with interest thereon at the rate of 9.00 per cent per annum from Date until paid.

All parties hereto severally waive presentment for payment, demand, protest and notice of protest and non-payment and also all pleas of division and discussion, and agree that the payment hereof may be extended from time to time, one or more times, without notice, hereby binding themselves in solido unconditionally and as original makers and promisors for the payment hereof in principal, interest, costs and attorney's fees. The Bank may at any time release any of the parties hereto, in whole or in part, from their obligations hereunder without in any manner affecting or impairing the rights of the Bank against all other parties hereto not so released.

The parties hereto bind themselves to pay the fees of any attorney at law who may be employed to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof or to compromise or to take any other action with regard hereto, which fees are hereby fixed at twenty five per cent (25%) of the amount them owing hereon and sought to be collected, protected or preserved.

On the non-performance of this agreement, or upon the non-payment at any maturity of any of the obligations or liabilities of any party hereto, or upon the death, suspension, failure, or insolvency, or upon any application for the adjudication in bankruptcy, or upon the commencing of dissolution proceedings, or proceedings for the appointment of a liquidator or liquidators, of any party hereto, or upon the application by or against any party hereto for a respite, assignment, or receivership, or upon notice to Bank of any garnishment, seizure or of any outstanding tax lien or levy, then and in any such case this note and all other obligations and liabilities, direct or contingent, of the parties hereto, and each of them, to said Bank, shall forthwith mature and become due and payable, without demand, notice, or putting in default, anything herein contained to the contrary notwithstanding.

The Bank is hereby authorized, at any time and from time to time, at its option, to apply any or all of the balance of every deposit account of the parties hereto, or any of them, or any and all stocks, bonds or other securities or property of any nature whatsoever on deposit with or held by or in possession of said Bank as collateral or otherwise, and/or any or all monies now or hereafter in the hands of the Bank, or in transit to or from the Bank, and belonging to the parties hereto, or any of them, to the payment, in whole or in part, of this note, in principal, interest, costs and attorney's fees, and/or of any of the aforesaid debts, liabilities or obligations of the parties hereto, or any of them.

As used herein, the term "parties hereto" shall be deemed to include not only the maker or makers hereof but also any endorser or endorsers, surety or sureties, and guarantor or guarantors.

All parties hereto further severally agree that this note evidences and sets forth their entire agreement with the holder hereof and that no modification hereof shall be binding unless in writing.

J. Wayne Mumphrey

J. Wayne Mumphrey

90 d

2/2/77

PROMISSORY NOTE—UNSECURED— FNB 4 (R 9/75) COMM.

7804807169 8

Due Dec. 13, 1976 No. 10316 10316 $ 25,000.00

St. Bernard Parish, La., Sept. 14 19 76

90 Days after date, we, the signers, endorsers, guarantors, sureties and each of us, in solido, promise to pay to the order of the FIRST NATIONAL BANK OF ST. BERNARD PARISH, at its office in St. Bernard Parish, Louisiana,

FIRST NATIONAL BANK OF ST. BERNARD $25000 AND 00 CTS

Dollars,

for value received, with interest thereon at the rate of 9.00 per cent per annum from Date until paid.

All parties hereto severally waive presentment for payment, demand, protest and notice of protest and non-payment and also all pleas of division and discussion, and agree that the payment hereof may be extended from time to time, one or more times, without notice, hereby binding themselves in solido unconditionally and as original makers and promisors for the payment hereof in principal, interest, costs and attorney's fees. The Bank may at any time release any of the parties hereto, in whole or in part, from their obligations hereunder without in any manner affecting or impairing the rights of the Bank against all other parties hereto not so released.

The parties hereto bind themselves to pay the fees of any attorney at law who may be employed to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof or to compromise or to take any other action with regard hereto, which fees are hereby fixed at twenty five per cent (25%) of the amount them owing hereon and sought to be collected, protected or preserved.

On the non-performance of this agreement, or upon the non-payment at any maturity of any of the obligations or liabilities of any party hereto, or upon the death, suspension, failure, or insolvency, or upon any application for the adjudication in bankruptcy, or upon the commencing of dissolution proceedings, or proceedings for the appointment of a liquidator or liquidators, of any party hereto, or upon the application by or against any party hereto for a respite, assignment, or receivership, or upon notice to Bank of any garnishment, seizure or of any outstanding tax lien or levy, then and in any such case this note and all other obligations and liabilities, direct or contingent, of the parties hereto, and each of them, to said Bank, shall forthwith mature and become due and payable, without demand, notice, or putting in default, anything herein contained to the contrary notwithstanding.

The Bank is hereby authorized, at any time and from time to time, at its option, to apply any or all of the balance of every deposit account of the parties hereto, or any of them, or any and all stocks, bonds or other securities or property of any nature whatsoever on deposit with or held by or in possession of said Bank as collateral or otherwise, and/or any or all monies now or hereafter in the hands of the Bank, or in transit to or from the Bank, and belonging to the parties hereto, or any of them, to the payment, in whole or in part, of this note, in principal, interest, costs and attorney's fees, and/or of any of the aforesaid debts, liabilities or obligations of the parties hereto, or any of them.

As used herein, the term "parties hereto" shall be deemed to include not only the makers or makers hereof but also any endorser or endorsers, surety or sureties, and guarantor or guarantors.

All parties hereto further severally agree that this note evidences and sets forth their entire agreement with the holder hereof and that no modification hereof shall be binding unless in writing.

X [signature]

REQUIRED

FIRST NATIONAL BANK OF ST. BERNARD

PROMISSORY NOTE—UNSECURED— FNB 4 (R 9/75) COMM.

780 00716 9 9 9

R/LAT

Due January 24, 1977 No. 10157 10157 $ 1,000.00

St. Bernard Parish, La., October 26, 19 76

90 days after date, we, the signers, endorsers, guarantors, sureties and each of us, in solido, promise to pay to the order of the FIRST NATIONAL BANK OF ST. BERNARD PARISH, at its office in St. Bernard Parish, Louisiana,

ONE THOUSAND AND NO/100 Dollars,

for value received, with interest thereon at the rate of 9.00 per cent per annum from date until paid.

All parties hereto severally waive presentment for payment, demand, protest and notice of protest and non-payment and also all pleas of division and discussion, and agree that the payment hereof may be extended from time to time, one or more times, without notice, hereby binding themselves in solido unconditionally and as original makers and promisors for the payment hereof in principal, interest, costs and attorney's fees. The Bank may at any time release any of the parties hereto, in whole or in part, from their obligations hereunder without in any manner affecting or impairing the rights of the Bank against all other parties hereto not so released.

The parties hereto bind themselves to pay the fees of any attorney at law who may be employed to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof or to compromise or to take any other action with regard hereto, which fees are hereby fixed at twenty five per cent (25%) of the amount them owing hereon and sought to be collected, protected or preserved.

On the non-performance of this agreement, or upon the non-payment at any maturity of any of the obligations or liabilities [illegible] party hereto, or upon the death, suspension, failure, or insolvency, or upon any application for the adjudication in bankruptcy, or upon the commencing of dissolution [illegible] or proceedings for the appointment of a liquidator or liquidators, of any party hereto, or upon the application by or against any party hereto for a respite, assignment or [illegible]ership, or upon [illegible] to Bank of any garnishment, seizure or of any outstanding tax lien or levy, then and in any such case this note and all other obligations and li[illegible] direct[illegible] [illegible] parties hereto, and each of them, to said Bank, shall forthwith mature and become due and payable, without demand, notice, or putting in de[illegible] [illegible] contrary notwithstanding.

The Bank is hereby authorized, at any time and from time to time, at its option, to apply any or all of the bal[illegible] every deposit account [illegible] the [illegible]s hereto, or any of them, or any and all stocks, bonds or other securities or property of any nature whatsoever on deposit with or held by [illegible] possession of said Bank as collat[illegible] or otherwise, and/or any or all monies now or hereafter in the hands of the Bank, or in transit to or from the Bank, and belonging to t[illegible] parties hereto, or any of them, to [illegible] payment, in whole or in part, of this note, in principal, interest, costs and attorney's fees, and/or of any of the aforesaid debts, liabil[illegible]s or ob[illegible]s of [illegible] parties hereto or any of them.

As used herein, the term "parties hereto" shall be deemed to include not only the maker or makers hereof but [illegible] any endorser or endorsers, [illegible] sureties, and guarantor or guarantors.

All parties hereto further severally agree that this note evidences and sets forth their entire agreement with the [illegible] hereof and that no modification [illegible]eof shall be binding unless in writing.

Michael D. Roig

9061 Jr. Judge Perez Dr. 70043

PAID OCT 18 1976 FIRST NATIONAL BANK OF ST. BERNARD ARABI, LA.

PROMISSORY NOTE—UNSECURED— FNB 4 (R 9/75) COMM.

80 40071700

R/6

Due December 22, 1976 No. 10332 10332 $ 3,000.00

St. Bernard Parish, La., September 23, 19 76

90 Days after date, we, the signers, endorsers, guarantors, sureties and each of us, in solido, promise to pay to the order of the FIRST NATIONAL BANK OF ST. BERNARD PARISH, at its office in St. Bernard Parish, Louisiana,

1ST NAT'L BK OF ST. BERNARD $3000 00/100 Dollars,

for value received, with interest thereon at the rate of 9.00 per cent per annum from Date until paid.

All parties hereto severally waive presentment for payment, demand, protest and notice of protest and non-payment and also all pleas of division and discussion, and agree that the payment hereof may be extended from time to time, one or more times, without notice, hereby binding themselves in solido unconditionally and as original makers and promisors for the payment hereof in principal, interest, costs and attorney's fees. The Bank may at any time release any of the parties hereto, in whole or in part, from their obligations hereunder without in any manner affecting or impairing the rights of the Bank against all other parties hereto not so released.

The parties hereto bind themselves to pay the fees of any attorney at law who may be employed to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof or to compromise or to take any other action with regard hereto, which fees are hereby fixed at twenty five per cent (25%) of the amount them owing hereon and sought to be collected, protected or preserved.

On the non-performance of this agreement, or upon the non-payment at any maturity of any of the obligations or liabilities of any party hereto, or upon the death, suspension, failure, or insolvency, or upon any application for the adjudication in bankruptcy, or upon the commencing of dissolution proceedings, or proceedings for the appointment of a liquidator or liquidators, of any party hereto, or upon the application by or against any party hereto for a respite, assignment, or receivership, or upon notice to Bank of any garnishment, seizure or of any outstanding tax lien or levy, then and in any such case this note and all other obligations and liabilities, direct or contingent, of the parties hereto, and each of them, to said Bank, shall forthwith mature and become due and payable, without demand, notice, or putting in default, anything herein contained to the contrary notwithstanding.

The Bank is hereby authorized, at any time and from time to time, at its option, to apply any or all of the balance of every deposit account [illegible] hereto, or any of them, or any and all stocks, bonds or other securities or property of any nature whatsoever on deposit with or held by or in possession of [illegible] collateral or otherwise, and/or any or all monies now or hereafter in the hands of the Bank, or in transit to or from the Bank, and belonging to the parties hereto, or any of them, to the payment, in whole or in part, of this note, in principal, interest, costs and attorney's fees, and/or of any of the aforesaid debts, liabilities or obligations of the parties hereto, or any of them.

As used herein, the term "parties hereto" shall be deemed to include not only the maker or makers hereof but also any endorser or endorsers, surety or sureties, and guarantor or guarantors.

All parties hereto further severally agree that this note evidences and sets forth their entire agreement with the holder hereof and that no modification hereof shall be binding unless in writing.

5061 W. Judge Perez Dr.

RECEIVED FEB 18 1977 1ST NATIONAL BANK OF ST. BERNARD

PROMISSORY NOTE—UNSECURED— FNB 4 (R 9/75) COMM.

7 8 0 4 0 0 7 1 7 0 1

R/O

BILL MONTHLY

Maker Richard Tonry No. 04258 300-7452-2 Due 1-12-79 $ 25,000.00

Jefferson Parish, La., January 12 19 78

On Demand, if no demand is made January 12, 1979 after date, we, the signers, endorsers, guarantors, sureties and each of us, in solido, promise to pay to the order of **Gulf South Bank**, at its office in Jefferson Parish, La., Twenty Five Thousand and NO/100 - Dollars, for value received, with interest thereon at the rate of 10 per cent per annum from date until paid.

3/7/78	973	97
	15,226	03

All parties hereto severally waive presentment for payment, demand, protest and notice of protest and non-payment and also all pleas of division and discussion, and agree that the payment hereof may be extended from time to time, one or more times, without notice, hereby binding themselves in solido unconditionally and as original makers and promisors for the payment hereof in principal, interest, costs and attorney's fees. The Bank may at any time release any of the parties hereto in whole or in part, from their obligations hereunder without in any manner affecting or impairing the rights of the Bank against all other parties hereto not so released.

The parties hereto bind themselves to pay the fees of any attorney at law who may be employed to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof or to compromise or to take any other action with regard hereto, which fees are hereby fixed at twenty five percent (25%) of the amount then owing hereon and sought to be collected, protected or preserved.

On the non-performance of this agreement, or upon the non-payment at any maturity of any of the obligations or liabilities of any party hereto, or upon the death, suspension, failure, or insolvency, or upon any application for the adjudication in bankruptcy, or upon the commencing of dissolution proceedings, or proceedings for the appointment of a liquidator or liquidators, of any party hereto, or upon the application by or against any party hereto for a respite, assignment, or receivership, or upon notice to Bank of any garnishment, seizure or of any outstanding tax lien or levy, then and in any such case this note and all other obligations and liabilities, direct or contingent, of the parties hereto, and each of them, to said Bank, shall forthwith mature and become due and payable, without demand, notice, or putting in default, anything herein contained to the contrary notwithstanding.

In the event of non-payment of any one or more installments hereof or the loan finance charge thereon; or in the event of the death, suspension, failure, insolvency, or act of bankruptcy of any party hereto or application for adjudication in bankruptcy, voluntary or involuntary, or upon the commencement of proceedings for dissolution, liquidation, assignment, appointment of receiver or syndic, or for a respite or moratorium by or against any party hereto, then this note and any balance due hereunder, in principal and interest, shall be due and payable, at the option of the holder hereof, without any demand or notice, or putting in default, any other agreement or extension notwithstanding.

This note, in principal, interest, cost and attorney's fees, and any extension or renewal hereof, and any and every other debt, liability and obligation, direct or indirect, absolute or contingent, liquidated or unliquidated, due or to become due, whether now existing or hereafter arising, of the parties hereto, or any of them, to the Bank, up to the sum of Twenty-Five Million Dollars and no/100 ($25,000,000.00), are, and shall be secured by the pledge of all securities and/or property of every nature whatsoever, including all money, negotiable instruments, commercial paper, notes, bonds, stocks, credits, that may now or hereafter be in transit to or from the Bank or that may now or hereafter be held by or left in possession or under control of the Bank for any purpose whatsoever by any of the parties hereto, and by the balance of every deposit account which the parties hereto and any of them may at any time have with the bank.

At any maturity hereof, or when otherwise due as herein provided, any and all moneys or securities or other property of any nature whatsoever, on deposit with or in possession of or under the control of said Bank, as collateral or otherwise, or in transit to or from said Bank for any purpose, belonging to or to the credit of, or for account of any party hereto, may be applied, at the option of said Bank, forthwith to the payment of this note up to the unpaid principal, interest, loan finance charge, and costs, and attorney's fees, due hereon.

The Bank is hereby authorized, at any time and from time to time, at its option, to apply any or all of the balance of every deposit account of the parties hereto, or any of them, or any and all stocks, bonds or other securities or property of any nature whatsoever on deposit with or held by or in possession of said Bank as collateral or otherwise, and/or any or all monies now or hereafter in the hands of the Bank, or in transit to or from the Bank, and belonging to the parties hereto, or any of them, to the payment, in whole or in part, of this note, in principal, interest, costs and attorney's fees, and/or of any of the aforesaid debts, liabilities or obligations of the parties hereto, or any of them.

As used herein, the term "parties hereto" shall be deemed to include not only the makers hereof but also any endorser or endorsers, surety or sureties, and guarantor or guarantors.

All parties hereto further agree that this note evidences and sets forth their entire agreement with the holder hereof and that no modification hereof shall be binding unless in writing.

MAY 22 1978 NEGOTIABLE PAPER

PO Box 32
Address
Chalmette, La 70044

GULF SOUTH BANK AND TRUST CO.

GSB 529 (R 4/76)

TIME UNSECURED

7 8 0 4 0 0 0 7 1 7 0 2

DIS. 7 8 0 4 0 0 7 1 7 0 3

$ N.000 New Orleans, La., SEP 13 1976 19

Ninety days after date, I, whether maker, endorser, guarantor, surety, or other party hereto, promise to pay to the order of Whitney National Bank of New Orleans at

WHITNEY NATIONAL BANK OF NEW ORLEANS

Eight Thousand & 00/100 Dollars, for value received, with interest at the rate of 7 3/4 percent per annum from date until paid.

All parties hereto hereby severally waive presentment for payment, demand, notice of non-payment, protest, and all pleas of division and discussion, and agree that the payment hereof may be extended for periods that may be longer than the original term hereof, from time to time, one or more times, without notice, hereby binding themselves, in solido, unconditionally and as original promisors, for the payment hereof, in principal, interest, costs, and attorney's fees.

All parties hereto bind themselves to pay the fees of any attorney-at-law who may be employed to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof, or to enforce the pledge herein contained, or to compromise, or to take other action with regard hereto, which fees are hereby fixed at ten per cent (10%) on the amount then owing hereon and sought to be collected, protected, or preserved, which fee is secured by the pledge herein contained.

The property described on the reverse hereof, and any property that may be substituted therefor or added thereto, and all other property that may now or at any time hereafter be given or left in the possession of the Whitney National Bank of New Orleans, for any purpose by any party hereto, or any property belonging to any party hereto, that may come or be in the possession of said Bank, or that may be in transit to or from said Bank, for any purpose, are hereby pledged and delivered to said Bank to secure the payment of this note, and of any note given in extension or renewal thereof, as well as for the payment of any other obligation or liability, direct or contingent, of any of the parties hereto to said Bank, whether due or to become due and whether now existing or hereafter arising, with interest, attorney's fees, expenses, and costs, up to the amount of $15,000,000.00. All parties hereto severally consent and agree that the property hereby pledged may be exchanged or surrendered from time to time without notice to or assent from any party hereto, and without in any manner releasing or altering their obligations hereunder. Should an earlier note of the maker be cancelled coincidentally with the execution of this note, it is agreed that this note constitutes an extension, but not a novation, as to the amount of the continuing indebtedness, and that all security rights held by said Bank under the earlier note are maintained in full force and effect from the date of their original acquisition.

Should any of the pledged property decline in value, each of the parties hereto agrees upon demand to deliver and pledge, on the terms here stated, to said Bank satisfactory additional property as security and to make payments to said Bank's satisfaction on account of this note. All stock certificates representing stock splits or stock dividends arising from the stocks pledged to secure this note are a part of this pledge, and shall be delivered to said Bank by the pledgor immediately upon receipt thereof. All parties hereto authorize the Bank in its discretion to transfer into its name, or the name of its nominee, any stock certificates hereby pledged. Not less than sixty (60) days prior to the date on which prescription might accrue on, or the time that any applicable statute of limitations might run on, any part of the pledged property, each of the parties hereto agree to pledge to Bank, additional property satisfactory to Bank, as security for payment of the within note. On the non-performance of this agreement, or upon the non-payment at any maturity of any of the obligations or liabilities of any party hereto, or upon the death, suspension, failure, or insolvency, or upon any application for the adjudication in bankruptcy, or upon the commencing of dissolution proceedings, or proceedings for the appointment of a liquidator or liquidators, of any party hereto, or upon the application by or against any party hereto for a respite, assignment, or receivership, or upon notice to Bank of any garnishment, seizure or of any outstanding tax lien or levy, then and in any such case this note and all other obligations and liabilities, direct or contingent, of the parties hereto, and each of them, to said Bank, shall forthwith mature and become due and payable, without demand, notice, or putting in default, anything herein contained to the contrary notwithstanding; and full irrevocable power and authority are hereby granted and given to said Bank, thereupon, or upon this note not being paid at maturity, to sell, assign, transfer, and effectively deliver the whole of the property of every kind pledged hereby, or any part thereof, or substitutes therefor, or additions thereto, at public or private sale, without recourse to judicial proceedings and without either demand, appraisement, advertisement, or notice of any kind, all of which are hereby expressly waived. At any such sale, said Bank may itself purchase the whole or any part of the property sold, free from any right of redemption on the part of any party hereto, which right is hereby waived and released. In case of any sale or other disposition of any of the property aforesaid, after deducting all costs, attorney's fees, and expenses of every kind, said Bank may apply the residue of the proceeds of sale or sales, pro tanto, to the payment of any or all of the obligations or liabilities of the parties hereto or any of them, whether then due or not due, up to the amount of [illegible] said Bank, at any time, to appropriate and apply to the payment and extinguishment hereof and/or of any of the obligations or liabilities, direct or contingent, of any of the parties hereto, whether now existing or hereafter arising, and whether then due or not due, up to the amount of $15,000,000.00, said Bank being authorized to impute the payments as it sees fit, any and all moneys, stocks, bonds, or other property of any kind whatever now or hereafter in the hands of said Bank on deposit or otherwise to the credit of or belonging to any party hereto, including any moneys or other property in transit to or from said Bank for any purpose. All parties hereto do hereby further irrevocably authorize and empower said Bank, at any time, to collect, and appropriate, and apply to the payment and extinguishment hereof, the interest, dividends, or other income accruing and payable on any of the property pledged to secure the payment hereof, and, to facilitate such collection, all parties hereto agree that any of the said property may be transferred, at said Bank's option, to the name of said Bank, or its nominee, on the books of the company issuing same.

Any holder hereof may transfer this note and may deliver said collateral security or any part thereof to the transferee or transferees, who shall thereupon become vested with all the powers and rights herein given in respect thereto; and any holder making such transfer shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter. No delay on the part of any holder hereof in exercising any rights hereunder shall operate as a waiver of such rights.

RICHARD A. TONRY

$ N.000.00

Due Dec 15, 1976

[illegible] Ct

[illegible], La. 70032

DISCOUNT DEPARTMENT
GENTILLY BRANCH
WHITNEY NATIONAL BANK
OF NEW ORLEANS

26455

$ 10,000.00 Due 3/16/77 704 No. V 5929

V 5929 Chalmette, La. 12/16/76

Ninety Days after date, I/we the signers, endorsers, guarantors, sureties and each of us, in solido, promise to pay to the order of PEOPLES BANK & TRUST COMPANY of St. Bernard, at its office in Chalmette, La., Ten Thousand Dollars for value received, with interest thereon at the rate of 10 per cent per annum, from Date until Paid.

500.00

100

The final payment date is to be considered the contractual maturity date unless otherwise extended or deferred in accordance with the Louisiana Consumer Credit Law. All payments made hereon (subject to any default and/or deferment charges) will be applied to the total amount of the note, and shall be payable at the place designated by the holder or holders hereof in lawful money of the United States of America.

If this loan is a precomputed loan, it bears interest after contractual maturity at the highest rate authorized by the Louisiana Consumer Credit Law, and it then bears interest at the rate of Eight per cent (8%) per annum beginning one year after contractual maturity until paid.

The property described on the reverse hereof, and any property that may be substituted therefor or added thereto and all other property that may now or at any time hereafter be given or left in the possession of PEOPLES BANK & TRUST COMPANY of St. Bernard, for any purpose by any party hereto, or any property belonging to any party hereto, that may come or be in the possession of said Bank, or that may be in transit to or from said Bank, for any purpose, are hereby pledged and delivered to said Bank to secure the payment of this note, and of any note given in extension or renewal thereof as well as for the payment of any other obligation or liability, direct or contingent, of any of the parties hereto to said Bank, whether due or to become due and whether now existing or hereafter arising, with interest, attorney's fees, expenses, and costs, up to the amount of $15,000,000.00. All parties hereto severally consent and agree that the property hereby pledged may be exchanged or surrendered from time to time without notice to or assent from any party hereto, and without in any manner releasing or altering their obligations hereunder. Should the securities or property herein pledged DECLINE IN VALUE, or become impaired, the maker of this note hereby agrees, within twenty-four hours from demand on him to that effect, to furnish and pledge additional securities or property satisfactory to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note, to cover such decline or impairment. And the failure or refusal of the maker to promptly furnish such additional securities or property, when so called for, shall at once, without demand, notice or a putting in default, mature this note and pledge and every other debt, liability, or obligation, direct or contingent, due by the maker to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note.

Should this note not BE PAID AT MATURITY, or when it BECOMES DUE by failure to furnish additional securities, as above provided, or for any other reason or in case of the non-payment of any other debt, liability or obligation, direct or contingent, due or to become due, whether now existing or hereafter arising, by the maker, endorsers, guarantors or sureties or any of them to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the said holder, when due or demandable the PEOPLES BANK & TRUST COMPANY of St. Bernard, or the then holder hereof, is hereby authorized TO SELL the pledged securities or other collateral or any part thereof, or any substitutes therefor, or additions thereto, without demand, notice to redeem, or notice of the time, place or manner of sale and without recourse to Judicial Proceedings, at public or private sale, or on any Exchange, at the option of PEOPLES BANK & TRUST COMPANY of St. Bernard, or the then holder thereof, and is hereby irrevocably authorized to transfer any shares of stock or other securities, on the books of the company issuing same to the purchaser under such public or private sale. The proceeds of the sale of said securities shall be applied (1) to the payment of all costs and commissions for selling, (2) to the payment of this note, in principal and interest, and the 25% attorney's fees, below stipulated and (3) to the payment of any other indebtedness, then due or thereafter to become due, up to the sum of Fifteen Million Dollars ($15,000,000.00), by the maker of this note to the said PEOPLES BANK & TRUST COMPANY of St. Bernard, or said holder. PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note, shall have the right to purchase any or all of the pledged securities at such sale, free from any right of redemption on the part of any party hereto, which right is hereby waived and released, and all parties hereon shall remain liable for any deficiency remaining, with legal interest and all costs. All parties hereto severally consent and agree that the securities or property hereby pledged may be exchanged or surrendered from time to time without notice to, or assent from any party hereto and without in any manner releasing or altering their obligations hereunder. All parties hereto do hereby further irrevocably authorize and empower PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note, at any time to collect, and appropriate and apply to the payment and extinguishment hereof, the interest, dividends, or other income accruing and payable on any of the securities or property pledged to secure the payment hereof, and to facilitate such collection, all parties hereto agree that any of the said property may be transferred, at the PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder's option, to the name of said PEOPLES BANK & TRUST COMPANY of St. Bernard, or said holder, or nominee on the books of the company issuing same. The securities, property and/or any other collateral pledged with this note are also pledged to secure any other obligation of the maker or makers due or hereafter to become due to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note.

At or after the maturity of this note, or when same becomes due under any of the provisions hereof, any money, stocks, bonds or other property of any kind whatsoever, on deposit or otherwise to the credit of the maker, endorsers, guarantors or sureties on the books of the PEOPLES BANK & TRUST COMPANY of St. Bernard, or the then holder of this note, in transit or in their possession, may without notice be applied at the discretion of said PEOPLES BANK & TRUST COMPANY of St. Bernard, or said holder, to the full or partial payment of this note.

Should the maker of this note or any of the endorsers, guarantors or sureties hereon, become deceased, fail in business, ask a respite or make application for an adjudication in bankruptcy, or commit an act of bankruptcy, or have an action of bankruptcy brought against him, or apply for a receiver or have a receiver appointed before the maturity of this note, this note and every other debt, liability or obligation, direct or contingent, due by the undersigned or any of them, to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder, shall immediately become due and exigible, without demand, notice or a putting in default, notwithstanding any credit or time allowed the maker by any instrument evidencing any of said liabilities.

Should this note not be paid at maturity or when due or demandable as herein provided, or should it become necessary to employ an attorney to enforce the same or recover the amount hereof or any portion of same, or should this note be placed in the hands of an attorney for collection or compromise or for any other reason, the makers, endorsers, guarantors and sureties and each of them hereby agree to pay the fees of such attorney, which are hereby fixed at twenty-five per cent (25%) on the amount then due on this note with interest and all costs and which attorney's fees are secured by this pledge.

PEOPLES BANK & TRUST COMPANY of St. Bernard, or any holder hereof may transfer this note and may deliver said collateral security or any part thereof to the transferee or transferees, who shall thereupon become vested with all powers and rights herein given in respect thereto; and said PEOPLES BANK & TRUST COMPANY of St. Bernard, or any holder making such transfer, shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter.

No delay on the part of PEOPLES BANK & TRUST COMPANY of St. Bernard, or any holder hereof in exercising any right hereunder shall operate as a waiver of such rights.

The makers of said note and the endorsers, guarantors and sureties hereon, hereby severally waive presentment for payment, demand, notice of non-payment, protest, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension or extensions and without previous consent, hereby binding themselves, in solido, unconditionally and as original promisors, for the payment hereof, in principal, interest, costs and attorney's fees.

The holder hereof may at any time release any of the parties hereto, in whole or in part, from their obligation hereunder without in any manner affecting or impairing the rights of the holder hereof against all other parties hereto not so released.

The makers, grantors, endorsers, and sureties of this note specifically [illegible] Louisiana Consumer Credit Law, Act 454 of 1972, shall govern the terms of this contract.

PAID

☐ SECURED
☐ UNSECURED

s. 2,262,447 [illegible] 4 0 0 7 1 7 0 5 Due 3-16-77 V 5926

V 5926 Chalmette, La. 12-16-76

90 RENEWAL

180

90.48

after date, I/we the signers, endorsers, guarantors, sureties and each of us, in solido, promise to pay to the order of PEOPLES BANK & TRUST COMPANY of St. Bernard, at its office in Chalmette, La., Twenty Two Hundred & Sixty Two & 48 Dollars for value received, with interest thereon at the rate of 8 per cent per annum, from Date until Paid.

The final payment date is to be considered the contractual maturity date unless otherwise extended or deferred in accordance with the Louisiana Consumer Credit Law. All payments made hereon (subject to any default and/or deferment charges) will be applied to the total amount of the note, and shall be payable at the place designated by the holder or holders hereof in lawful money of the United States of America.

If this loan is a precomputed loan, it bears interest after contractual maturity at the highest rate authorized by the Louisiana Consumer Credit Law, and it then bears interest at the rate of Eight per cent (8%) per annum beginning one year after contractual maturity until paid.

The property described on the reverse hereof, and any property that may be substituted therefor or added thereto and all other property that may now or at any time hereafter be given or left in the possession of PEOPLES BANK & TRUST COMPANY of St. Bernard, for any purpose by any party hereto, or any property belonging to any party hereto, that may come or be in the possession of said Bank, or that may be in transit to or from said Bank, for any purpose, are hereby pledged and delivered to said Bank to secure the payment of this note, and of any note given in extension or renewal thereof as well as for the payment of any other obligation or liability, direct or contingent, of any of the parties hereto to said Bank, whether due or to become due and whether now existing or hereafter arising, with interest, attorney's fees, expenses, and costs, up to the amount of $15,000,000.00. All parties hereto severally consent and agree that the property hereby pledged may be exchanged or surrendered from time to time without notice to or assent from any party hereto, and without in any manner releasing or altering their obligations hereunder. Should the securities or property herein pledged DECLINE IN VALUE, or become impaired, the maker of this note hereby agrees, within twenty-four hours from demand on him to that effect, to furnish and pledge additional securities or property satisfactory to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note, to cover such decline or impairment. And the failure or refusal of the maker to promptly furnish such additional securities or property, when so called for, shall at once, without demand, notice or a putting in default, mature this note and pledge and every other debt, liability, or obligation, direct or contingent, due by the maker to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note.

Should this note not BE PAID AT MATURITY, or when it BECOMES DUE, or failure to furnish additional securities, as above provided, or for any other reason or in case of the non-payment of any other debt, liability or obligation, direct or contingent, due or to become due, whether now existing or hereafter arising, by the maker, endorsers, guarantors or sureties or any of them to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the said holder, when due or demandable the PEOPLES BANK & TRUST COMPANY of St. Bernard, or the then holder hereof, is hereby authorized TO SELL the pledged securities or other collateral or any part thereof, or any substitutes therefor, or additions thereto, without demand, notice to redeem, or notice of the time, place or manner of sale and without recourse to Judicial Proceedings, at public or private sale, or on any Exchange, at the option of PEOPLES BANK & TRUST COMPANY of St. Bernard, or the then holder thereof, and is hereby irrevocably authorized to transfer any shares of stock or other securities, on the books of the company issuing same to the purchaser under such public or private sale. The proceeds of the sale of said securities shall be applied (1) to the payment of all costs and commissions for selling, (2) to the payment of this note, in principal and interest, and the 25% attorney's fees, below stipulated and (3) to the payment of any other indebtedness, then due or thereafter to become due, up to the sum of Fifteen Million Dollars ($15,000,000.00), by the maker of this note to the said PEOPLES BANK & TRUST COMPANY of St. Bernard, or said holder. PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note, shall have the right to purchase any or all of the pledged securities at such sale, free from any right of redemption on the part of any party hereto, which right is hereby waived and released, and all parties hereon shall remain liable for any deficiency remaining, with legal interest and all costs. All parties hereto severally consent and agree that the securities or property hereby pledged may be exchanged or surrendered from time to time without notice to, or assent from any party hereto and without in any manner releasing or altering their obligations hereunder. All parties hereto do hereby further irrevocably authorize and empower PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note, at any time to collect, and appropriate and apply to the payment and extinguishment hereof, the interest, dividends, or other income accruing and payable on any of the securities or property pledged to secure the payment hereof, and to facilitate such collection, all parties hereto agree that any of the said property may be transferred, at the PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder's option, to the name of said PEOPLES BANK & TRUST COMPANY of St. Bernard, or said holder, or nominee on the books of the company issuing same. The securities, property and/or any other collateral pledged with this note are also pledged to secure any other obligation of the maker or makers due or hereafter to become due to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note.

At or after the maturity of this note, or when same becomes due under any of the provisions hereof, any money, stocks, bonds or other property of any kind whatsoever, on deposit or otherwise to the credit of the maker, endorsers, guarantors or sureties on the books of the PEOPLES BANK & TRUST COMPANY of St. Bernard, or the then holder of this note, in transit or in their possession, may without notice be applied at the discretion of said PEOPLES BANK & TRUST COMPANY of St. Bernard, or said holder, to the full or partial payment of this note.

Should the maker of this note or any of the endorsers, guarantors or sureties hereon, become deceased, fail in business, ask a respite or make application for an adjudication in bankruptcy, or commit an act of bankruptcy, or have an action of bankruptcy brought against him, or apply for a receiver or have a receiver appointed before the maturity of this note, this note and every other debt, liability or obligation, direct or contingent, due by the undersigned or any of them, to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder, shall immediately become due and exigible, without demand, notice or a putting in default, notwithstanding any credit or time allowed the maker by any instrument evidencing any of said liabilities.

Should this note not be paid at maturity or when due or demandable as herein provided, or should it become necessary to employ an attorney to enforce the same or recover the amount hereof or any portion of same, or should this note be placed in the hands of an attorney for collection or compromise or for any other reason, the makers, endorsers, guarantors and sureties each of them hereby agree to pay the fees of such attorney, which are hereby fixed at twenty-five per cent (25%) on the amount then due on this note with interest and all costs and which attorney's fees are secured by this pledge.

PEOPLES BANK & TRUST COMPANY of St. Bernard, or any holder hereof may transfer this note and may deliver said collateral security or any part thereof to the transferee or transferees, who shall thereupon become vested with all powers and rights herein given in respect thereto; and said PEOPLES BANK & TRUST COMPANY of St. Bernard, or any holder making such transfer, shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter.

No delay on the part of PEOPLES BANK & TRUST COMPANY of St. Bernard, or any holder hereof in exercising any right hereunder shall operate as a waiver of such rights.

The makers of said note and the endorsers, guarantors and sureties hereon, hereby severally waive presentment for payment, demand, notice of non-payment, protest, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension or extensions and without previous consent, hereby binding themselves, in solido, unconditionally and as original promisors, for the payment hereof, in principal, interest, costs and attorney's fees.

The holder hereof may at any time release any of the parties hereto, in whole or in part, from their obligation hereunder without in any manner affecting or impairing the rights of the holder hereof against all other parties hereto not so released.

The makers, grantors, endorsers, and sureties of this note specifically contract that the Louisiana Consumer Credit Law, Act 454 of 1972, shall govern the terms of this contract.

R. G.

☐ SECURED
☐ UNSECURED

$ 10,000.00 Due 3-22-77 No. V 5528

RENEWAL V 5528 Chalmette, La. 12/22/76

10 Days after date, I/we the signers, endorsers, guarantors, sureties and each of us, in solido, promise to pay to the order of PEOPLES BANK & TRUST COMPANY of St. Bernard, at its office in Chalmette, La.,

Ten Thousand 00/100 Dollars

for value received, with interest thereon at the rate of 10 per cent per annum, from Date until Paid.

483.4

174

The final payment date is to be considered the contractual maturity date unless otherwise extended or deferred in accordance with the Louisiana Consumer Credit Law. All payments made hereon (subject to any default and/or deferment charges) will be applied to the total amount of the note, and shall be payable at the place designated by the holder or holders hereof in lawful money of the United States of America.

If this loan is a precomputed loan, it bears interest after contractual maturity at the highest rate authorized by the Louisiana Consumer Credit Law, and it then bears interest at the rate of Eight per cent (8%) per annum beginning one year after contractual maturity until paid.

The property described on the reverse hereof, and any property that may be substituted therefor or added thereto and all other property that may now or at any time hereafter be given or left in the possession of PEOPLES BANK & TRUST COMPANY of St. Bernard, for any purpose by any party hereto, or any property belonging to any party hereto, that may come or be in the possession of said Bank, or that may be in transit to or from said Bank, for any purpose, are hereby pledged and delivered to said Bank to secure the payment of this note, and of any note given in extension or renewal thereof as well as for the payment of any other obligation or liability, direct or contingent, of any of the parties hereto to said Bank, whether due or to become due and whether now existing or hereafter arising, with interest, attorney's fees, expenses, and costs, up to the amount of $15,000,000.00. All parties hereto severally consent and agree that the property hereby pledged may be exchanged or surrendered from time to time without notice to or assent from any party hereto, and without in any manner releasing or altering their obligations hereunder. Should the securities or property herein pledged DECLINE IN VALUE, or become impaired, the maker of this note hereby agrees, within twenty-four hours from demand on him to that effect, to furnish and pledge additional securities or property satisfactory to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note, to cover such decline or impairment. And the failure or refusal of the maker to promptly furnish such additional securities or property, when so called for, shall at once, without demand, notice or a putting in default, mature this note and pledge and every other debt, liability, or obligation, direct or contingent, due by the maker to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note.

Should this note not BE PAID AT MATURITY, or when it BECOMES DUE by failure to furnish additional securities, as above provided, or for any other reason or in case of the non-payment of any other debt, liability or obligation, direct or contingent, due or to become due, whether now existing or hereafter arising, by the maker, endorsers, guarantors or sureties or any of them to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the said holder, when due or demandable the PEOPLES BANK & TRUST COMPANY of St. Bernard, or the then holder hereof, is hereby authorized TO SELL the pledged securities or other collateral or any part thereof, or any substitutes therefor, or additions thereto, without demand, notice to redeem, or notice of the time, place or manner of sale and without recourse to Judicial Proceedings, at public or private sale, or on any Exchange, at the option of PEOPLES BANK & TRUST COMPANY of St. Bernard, or the then holder thereof, and is hereby irrevocably authorized to transfer any shares of stock or other securities, on the books of the company issuing same to the purchaser under such public or private sale. The proceeds of the sale of said securities shall be applied (1) to the payment of all costs and commissions for selling, (2) to the payment of this note, in principal and interest, and the 25% attorney's fees, below stipulated and (3) to the payment of any other indebtedness, then due or thereafter to become due, up to the sum of Fifteen Million Dollars ($15,000,000.00), by the maker of this note to the said PEOPLES BANK & TRUST COMPANY of St. Bernard, or said holder. PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note, shall have the right to purchase any or all of the pledged securities at such sale, free from any right of redemption on the part of any party hereto, which right is hereby waived and released, and all parties hereon shall remain liable for any deficiency remaining, with legal interest and all costs. All parties hereto severally consent and agree that the securities or property hereby pledged may be exchanged or surrendered from time to time without notice to, or assent from any party hereto and without in any manner releasing or altering their obligations hereunder. All parties hereto do hereby further irrevocably authorize and empower PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note, at any time to collect, and appropriate and apply to the payment and extinguishment hereof, the interest, dividends, or other income accruing and payable on any of the securities or property pledged to secure the payment hereof, and to facilitate such collection, all parties hereto agree that any of the said property may be transferred, at the PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder's option, to the name of said PEOPLES BANK & TRUST COMPANY of St. Bernard, or said holder, or nominee on the books of the company issuing same. The securities, property and/or any other collateral pledged with this note are also pledged to secure any other obligation of the maker or makers due or hereafter to become due to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder of this note.

At or after the maturity of this note, or when same becomes due under any of the provisions hereof, any money, stocks, bonds or other property of any kind whatsoever, on deposit or otherwise to the credit of the maker, endorsers, guarantors or sureties on the books of the PEOPLES BANK & TRUST COMPANY of St. Bernard, or the then holder of this note, in transit or in their possession, may without notice be applied at the discretion of said PEOPLES BANK & TRUST COMPANY of St. Bernard, or said holder, to the full or partial payment of this note.

Should the maker of this note or any of the endorsers, guarantors or sureties hereon, become deceased, fail in business, ask a respite or make application for an adjudication in bankruptcy, or commit an act of bankruptcy, or have an action of bankruptcy brought against him, or apply for a receiver or have a receiver appointed before the maturity of this note, this note and every other debt, liability or obligation, direct or contingent, due by the undersigned or any of them, to PEOPLES BANK & TRUST COMPANY of St. Bernard, or the holder, shall immediately become due and exigible, without demand, notice or a putting in default, notwithstanding any credit or time allowed the maker by any instrument evidencing any of said liabilities.

Should this note not be paid at maturity or when due or demandable as herein provided, or should it become necessary to employ an attorney to enforce the same or recover the amount hereof or any portion of same, or should this note be placed in the hands of an attorney for collection or compromise or for any other reason, the makers, endorsers, guarantors and sureties and each of them hereby agree to pay the fees of such attorney, which are hereby fixed at twenty-five per cent (25%) on the amount then due on this note with interest and all costs and which attorney's fees are secured by this pledge.

PEOPLES BANK & TRUST COMPANY of St. Bernard, or any holder hereof may transfer this note and may deliver said collateral security or any part thereof to the transferee or transferees, who shall thereupon become vested with all powers and rights herein given in respect thereto; and said PEOPLES BANK & TRUST COMPANY of St. Bernard, or any holder making such transfer, shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter.

No delay on the part of PEOPLES BANK & TRUST COMPANY of St. Bernard, or any holder hereof in exercising any right hereunder shall operate as a waiver of such rights.

The makers of said note and the endorsers, guarantors and sureties hereon, hereby severally waive presentment for payment, demand, notice of non-payment, protest, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension or extensions and without previous consent, hereby binding themselves, in solido, unconditionally and as original promisors, for the payment hereof principal, interest, costs and attorney's fees.

The holder hereof may at any time release any of the parties hereto, in whole or in part, from their obligation hereunder without in any manner affecting or impairing the rights of the holder hereof against all other parties hereto not so released.

The makers, grantors, endorsers, and sureties of this note specifically contract that the Louisiana Consumer Credit Law, Act 454 of 1972, shall govern the terms of this contract.

PAID

☑ SECURED
☐ UNSECURED

DOC 3738

TONRY, MUMPHREY, D'ANTONIO & McDOUGALL
ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

RICHARD A. TONRY
J. WAYNE MUMPHREY
GUY J. D'ANTONIO, II
WAYNE J. McDOUGALL

NUNZIO S. CUSIMANO, JR.

AREA CODE 504
TELEPHONE 271-0471

RECEIVED
FEDERAL ELECTION
COMMISSION

'78 JUN 8 AM 11:59

June 2, 1978

803415

Mr. Andy Athy, Jr.
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 337

Dear Mr. Athy:

Enclosed please find the Conciliation Agreements signed by ourselves and our check in the amount of $4,750.00.

It is my understanding that this concludes any and all investigations by the Federal Election Commission of the campaigns in 1976 and 1977.

Thank you for the courtesy that you have extended us.

Sincerely,

R. A. Tonry

RICHARD A. TONRY

RAT/jc
Enclosures

7804071707

FIRST NATIONAL BANK
Of St. Bernard Parish - Chalmette, Louisiana

TONRY, MUMPHREY, D'ANTONIO & McDOUGALL
ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
CHALMETTE, LA. 70044
271-0471

1007

PAY FOUR THOUSAND SEVEN HUNDRED FIFTY AND NO/100---------- DOLLARS

TO THE ORDER OF Federal Election Commission

DATE	CHECK NO.	AMOUNT DOLLARS	CENTS
6/2/78	1007	4,750	00

⑆065000107⑆ 1001⑈855⑈0⑈

7804007709

TONRY, MUMPHREY & D'ANTONIO
ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

To: Mr. Andy Athy, Jr.
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

FIRST CLASS MAIL

7 8 0 4 0 0 7 1 7 1 0

EIDSON CHEMICAL CO., INC.
4605 LAKE COMO AVE. PH. 504 455 5978
METAIRIE, LA 70002

wynn's

1033

5/25 19 78

84-249
654

PAY TO THE ORDER OF U. S. Treasury $ 200 xx

Two Hundred + no/100 DOLLARS

Federal Election Comm -

THIS CHECK IS DELIVERED IN CONNECTION WITH THE ABOVE ACCOUNT (S)

FIRST PROGRESSIVE BANK
METAIRIE, LOUISIANA 70005

HARLAND-9

⑈001033⑈ ⑆0654⑈0249⑆ 01 3209 8⑈

wynn's

INDUSTRIAL, FLEET
AND XTEND
AUTOMOTIVE PRODUCTS

EIDSON CHEMICAL CO.
5024 Bissonet Drive
Metairie, Louisiana 70003

FEDERAL ELECTION
COMMISSION

NEW ORLEANS, LA 70
PM
30 MAY
1978

'78 MAY 31 AM 9:14

PROCLAIM LIBERTY THROUGHOUT ALL THE LAND
USA 13c

7804007●7

Federal Election Comm—
1325 K. St. N.W.
Washington, D.C.
20463

D·101

FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

May 16, 1978

MEMORANDUM

TO: OFFICE OF GENERAL COUNSEL
ATTN: ANDY ATHY

THROUGH: ORLANDO B. POTTER B.L for O.B.P.
TOM HASELHORST
PETER KELL, JR.

FROM: BOBBY WERFEL

SUBJECT: RICK TONRY CAMPAIGN COMMITTEE
TONRY FOR CONGRESS CAMPAIGN COMMITTEE

Attached please find a copy of the letter submitted to the Commission by Mr. Guy D'Antonio. Please be advised that the Rick Tonry Campaign Committee and the Tonry for Congress Campaign Committee are due to be published as April 10 Non-filers on May 27, 1978.

Attachments

7804007712

802740

TONRY, MUMPHREY, D'ANTONIO & MCDOUGALL
ATTORNEYS AT LAW
9001 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

RICHARD A. TONRY
J. WAYNE MUMPHREY
GUY J. D'ANTONIO, II
WAYNE J. McDOUGALL

NUNZIO S. CUSIMANO, JR.

AREA CODE 504
TELEPHONE 271-0471

RECEIVED
FEDERAL ELECTION
COMMISSION

'78 MAY 15 PM 2:25

May 12, 1978

3/07

Mr. Thomas E. Harris, Chairman
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: Rick Tonry Campaign Committee
and Tonry for Congress Campaign Committee

Dear Mr. Harris:

In connection with your Mailgrams dated 4/21/78, this is to advise you that I am no longer the Chairman of the above said committees and have heretofore sent notice to both the Clerk of the House of Representatives and to the Federal Election Commission as to my said resignation. Enclosed herewith for your convenience, please find a copy of the said resignation.

Further, in connection with any reports which are due, this office requested assistance in preparing the said reports from the Federal Election Commission, through Mr. Andry Athy, and we are still awaiting the said assistance.

With best regards, I am,

Yours very truly,

TONRY, MUMPHREY, D'ANTONIO &
MCDOUGALL

Guy J. D'Antonio

GUY J. D'ANTONIO, II

GJD/jc
cc Edmund L. Henshaw, Jr.
Clerk, U.S. House of Rep.
Washington, D.C. 20515
Certified Mail (Original & Carbon Copy)

7804007713

March 10, 1978

Mr. Edmund L. Henshaw, Jr.
Clerk, U.S. House of Representatives
Washington, D.C. 20515

Re: Tonry for Congress Campaign Committee
Identification #069701 and
Rick Tonry Campaign Committee
Identification #063843

Dear Mr. Henshaw:

This is to notify you that I do hereby tender my resignation as Treasurer of the above captioned committees.

I would appreciate your making said notation for the record.

Yours very truly,

TONRY, MUMPHREY, D'ANTONIO & MCDOUGALL

GUY J. D'ANTONIO, II

GJD/jc
cc Mr. William Oldaker
Federal Election Commission
Certified Mail-Original & Copy

7 8 0 4 0 0 7 1 7 1 4

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Edmund L. Henshaw, Jr.

POSTMARK OR DATE

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Wm. Oldaker, F.E.C.

STREET AND NO. 1325 K Street, N.W.

P.O., STATE AND ZIP CODE Wash., D.C. 20463

POSTMARK OR DATE

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only ..... 65¢
2. Shows to whom, date and where delivered .. 35¢
With delivery to addressee only ..... 85¢

DELIVER TO ADDRESSEE ONLY ..... 50¢

SPECIAL DELIVERY (extra fee required) .....

PS Form 3800 Apr. 1971

NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL

(See other side)

No. 27965

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

May 16, 1978

MEMORANDUM TO: CHARLES STEELE

FROM: MARJORIE W. EMMONS MWE

SUBJECT: MUR 337 (78) - Interim Conciliation Report dated 5-12-78
Received in OCS: 5-15-78, 12:00

The above-mentioned document was circulated on a 24 hour no-objection basis at 3:30, May 15, 1978.

As of 4:30 p.m., this date, no objections have been received in the Office of Commission Secretary to the Interim Conciliation Report.

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AMERICAN REVOLUTION BICENTENNIAL 1776-1976

May 15, 1978

MEMORANDUM TO: Marge Emmons

FROM: Elissa T. Garr

SUBJECT: MUR 337

Please have the attached Interim Conciliation Report on MUR 337 distributed to the Commission.

Thank you.

7804007171 6

Before the Federal Election Commission

May 12, 1978

In the Matter of	)	
	)	MUR 337
Richard A. Tonry, et al.	)	

Interim Conciliation Report

Having reached agreement in principal with all of the respondents, namely, Richard A. Tonry, Robert Berthelot, Vincent Trentacosta, G. P. Tonry, R. G. Tonry, J. Wayne Mumphrey, Stephen Perez, Guy D'Antonio, L. G. Aiavalasiti, Donald Tudury, Donald Zimmer, Glen Don Teel, Donald Moffatt and Bobby Wayne Eidson, we have forwarded final agreements for their execution and will present same to the Commission upon their return within two weeks.

12 May 1978
Date

William C. Oldaker
General Counsel

7 8 0 4 0 0 7 1 7 1 7

7804007718

DONALD S. MOFFATT
2701 HOUMA BLVD. SUITE A
METAIRIE, LA 70002

366

84-247
654

MAY 11, 1978

PAY TO THE ORDER OF U. S. TREASURY $200.00

TWO HUNDRED AND NO/100---------- DOLLARS

CONTINENTAL BANK
METAIRIE, LOUISIANA 70002

FOR MUR 337; Civil Penalty

Donald S. Moffatt

⑆0654⑈0247⑆ 16⑈8243⑈2⑈

The Moffatt Agency
2701 Houma Boulevard
Suite A
Metairie, Louisiana 70002

FEDERAL ELECTION COMMISSION
'78 MAY 15 PM 12:40

4007719

Mr. William Oldaker
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

U.S. POSTAGE 0.13

FOR BENEFITS OF EARTH

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

May 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Bobby Wayne Eidson
5204 Bissonet Drive
Metairie, Louisiana

Re: MUR 337

Dear Mr. Eidson:

Enclosed find a revised conciliation agreement. Please sign and return it together with a check to the U.S. Treasury for the civil penalty of $200 and I will present the agreement to the Commission for their review and approval.

If you have any questions, please contact Andrew Athy, Jr. (telephone no. (202)523-4073).

Sincerely yours,

William C. Oldaker
General Counsel

337-AA

PS Form 3811, Apr. 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered ..... ¢
☐ Show to whom, date, and address of delivery ..... ¢
☒ RESTRICTED DELIVERY
Show to whom and date delivered ..... ¢
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery $____
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Bobby Wayne Eidson
5204 Bissonet Drive
Metairie, Louisiana

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. 943530 INSURED NO.

(Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY
5-4-78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTMARK
MAY 4 1978
USPO

CLERK'S INITIALS

☆ GPO : 1977—O-234-337

Before the Federal Election Commission

April 17, 1978

In the Matter of	)	
	)	MUR 337
Bobby Wayne Eidson	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Bobby Wayne Eidson and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish and the proceeds were given to Donald Zimmer, a fundraising agent for Tonry, for use in the Tonry campaign.

D. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

E. The Commission does not contend that this violation was knowingly or willfully committed.

F. In consideration of the testimony and information voluntarily provided by respondent to the Department of Justice, which provided in part the evidence relied on by the Commission in its finding, the Commission has required and the respondent has agreed to pay a civil penalty of $200.

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GENERAL CONDITIONS

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
For the Federal Election Commission
William C. Oldaker
General Counsel

DATE_____

_____
For the Respondent
Bobby Wayne Eidson

7 8 0 4 0 0 7 1 7 2 3

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

May 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Glenn Don Teel
701 Popworth Avenue
Metairie, Louisiana

Re: MUR 337

Dear Mr. Teel:

Enclosed find a revised conciliation agreement. Please sign and return it together with a check to the U.S. Treasury for the civil penalty of $200 and I will present the agreement to the Commission for their review and approval.

If you have any questions, please contact Andrew Athy, Jr. (telephone no. (202)523-4073).

Sincerely yours,

William C. Oldaker
General Counsel

7804007172 4

PS Form 3811, Apr. 1977 — RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered ..... ¢
☐ Show to whom, date, and address of delivery ..... ¢
☐ RESTRICTED DELIVERY
Show to whom and date delivered ..... ¢
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery $
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Glenn Don Teel
701 Popworth Ave
Metairie, Louisiana

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 9973 | INSURED NO.
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY MAY 1 1978 — POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: — CLERK'S INITIALS

☆ GPO : 1977—O-234-337

337-Attorney

Before the Federal Election Commission

April 17, 1978

In the Matter of	)	
	)	MUR 337
Glenn Don Teel	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Glenn Don Teel, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

7 8 0 4 0 0 7 1 7 2 5

C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish and the proceeds were given to Donald Zimmer, a fundraising agent for Tonry, for use in the Tonry campaign.

D. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

E. The Commission does not contend that this violation was knowingly or willfully committed.

F. In consideration of the testimony and information voluntarily provided by respondent to the Department of Justice, which provided in part the evidence relied on by the Commission in its finding, the Commission has required and the respondent has agreed to pay a civil penalty of $200.

7 8 0 4 0 0 7 1 7 2 6

GENERAL CONDITIONS

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
For the Federal Election Commission
William C. Oldaker
General Counsel

DATE_____

_____
For the Respondent
Glenn Don Teel

7 8 0 4 0 0 7 1 7 2 7

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

May 1, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Donald S. Moffatt
2701 Hovma Blvd.
Suite 4
Metairie, Louisiana

Re: MUR 337

Dear Mr. Moffatt:

Enclosed find a revised conciliation agreement. Please sign and return it together with a check to the U.S. Treasury for the civil penalty of $200 and I will present the agreement to the Commission for their review and approval.

If you have any questions, please contact Andrew Athy, Jr. (telephone no. (202)523-4073).

Sincerely yours,

William C. Oldaker
General Counsel

337-AA

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered ..... ¢
☑ Show to whom, date, and address of delivery ..... ¢
☐ RESTRICTED DELIVERY
Show to whom and date delivered ..... ¢
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery. $____
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Donald S. Moffatt
2701 Hovma Blvd.
Suite 4
Metairie, Louisiana 70002

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 161532 | INSURED NO.
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Signature

4. DATE OF DELIVERY
POSTMARK
MAY 5 1978 U.S.C.

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS

☆ GPO : 1977—O-234-337

PS Form 3811, Apr. 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

7 8 0 4 0 0 7 1 7 2 8

Before the Federal Election Commission

April 17, 1978

In the Matter of	)	
	)	MUR 337
Donald S. Moffatt	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Donald S. Moffatt and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish and the proceeds were given to Donald Zimmer, a fund-raising agent for Tonry, for use in the Tonry campaign.

D. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

E. The Commission does not contend that this violation was knowingly or willfully committed.

F. In consideration of the testimony and information voluntarily provided by respondent to the Department of Justice, which provided in part the evidence relied on by the Commission in its finding, the Commission has required and the respondent has agreed to pay a civil penalty of $200.

7 8 0 4 0 0 7 1 7 3 0

GENERAL CONDITIONS

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
For the Federal Election Commission
William C. Oldaker
General Counsel

DATE_____

_____
For the Respondent
Donald S. Moffatt

7 8 0 4 0 0 7 1 7 3 1

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 24, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Richard A. Tonry
9061 West Judge Perez Drive
Post Office Box 32
Chalmette, Louisiana 70044

Re: MUR 337

Dear Mr. Tonry:

We are in receipt of your letter of March 14, 1978, in which you state that you and Wayne Mumphrey represent yourselves, R. Gordon Tonry, Gordon Patrick Tonry, Lawrence Aiavalasiti, Robert C. Berthelot, Stephen R. Perez, Donald G. Tudury, Vincent C. Trentacosta, and Guy J. D'Antonio II in connection with this matter. Enclosed are the conciliation agreements which have been prepared by this office for the above named persons. The agreements when executed and complied with by the individuals and approved by the Commission shall constitute a complete bar to any further action by the Commission against you with regard to these matters. These agreements when signed and returned along with the civil penalties to the Commission will be referred to the Comission for their review and approval. Please respond within 10 days of receipt of this letter.

If you have any questions, please contact Andrew Athy, Jr., the attorney assigned to this matter at (202) 523-4075.

Sincerely yours,

William C. Oldaker
General Counsel

Charles N. Steele
Associate General Counsel

7 8 0 4 0 0 7 1 7 3 2

337 AA

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered.....¢
- ☐ Show to whom, date, and address of delivery.....¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered.....¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery. $____

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO: RICHARD A. TONRY
9041 W. JUDGE PEREZ DRIVE
P.O. BOX 22
CHALMETTE, LOUISIANA 70044

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	943790	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY 4-27-78

POSTMARK CHALMETTE LA APR 27 AM

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERKS INITIALS 3043

☆ GPO : 1977—O-234-337

7 8 0 4 0 0 7 1 7 3 3

GNDON TEEL
442 YORK ST
METAIRIE, LA. 70001

RECEIVED
FEDERAL ELECTION
COMMISSION

USA 13c

'78 MAY 30 PM 9:03

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

780400

MEMORANDUM

TO: Anne Weissenborn

FROM: Andrew Athy

RE: Rick Tonry Campaign Committee (1976); Tonry for Congress Campaign Committee (1977)

DATE: April 13, 1978

I contacted Richard Tonry concerning the matters set forth in the March 23, 1978 memorandum from Bob Costa/Jim Nycum to Bill Oldaker.

As for the "Statement of Personal Funds," he promised to sign same. Accordingly, ask Audit to mail the appropriate document to him for his signature. He objected to further examination of his personal records and asked that if it is at all possible to avoid such. If a statement under oath as to the source of his funds, then I recommend that the mere statement be considered sufficient.

He promised to deliver all available records of Delta Concepts and he suggested that Audit contact him directly in this regard.

As for receipted bills, he recommends that you contact the vendors directly. He claims that he is no longer friendly with the individuals who manage Louisiana Concepts, Inc., but is able to aid in obtaining the needed information from VIP Printing.

Let us discuss all of this with Audit.

7 8 0 4 0 0 7 1 7 3 5

MEMORANDUM

TO: File

FROM: Andrew Athy, Jr.

RE: MUR 337

DATE: April 12, 1978

By telegram, the complainant in this matter has requested that his complaint be withdrawn. This is, of course, not permissible. Livingston being a Congressman makes such a request sensitive.

I have conlcuded that a response is not warranted.

7804007173 6

Before the Federal Election Commission

In the Matter of)
) MUR 337
Stephen R. Perez)

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Stephen R. Perez, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry and J. Wayne Mumphrey on a loan on July 27, 1976 of $5,000 from the First National Bank of St. Bernard parish, the proceeds of which were used for the benefit of the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $100.

GENERAL CONDITIONS

A. If the Commission believes 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

7 8 0 4 0 0 7 1 7 3 8

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
For the Federal Election Commission
William C. Oldaker
General Counsel

DATE_____

_____
For the Respondent
Stephen R. Perez

7 8 0 4 0 0 7 1 7 3 9

Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
R. G. Tonry	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, R. G. Tonry, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry on a loan on July 19, 1976 of $5,000 from the First National Bank of St. Bernard Parish, the proceeds of which were used for the benefit of the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $150.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of the agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action

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against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
For the Federal Election Commission
William C. Oldaker
General Counsel

DATE_____

_____
For the Respondent
R. G. Tonry

7 8 0 4 0 0 7 1 7 4 2

Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Lawrence J. Aiavalasiti	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Lawrence J. Aiavalasiti, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That the Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976 and the special primary election of June 25, 1977.

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C. That with respect to the run-off election of October 2, 1976, on September 16, 1976 the respondent co-signed with Richard A. Tonry on a loan of $15,000 from the Whitney National Bank of New Orleans the proceeds of which were for the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A) which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $750.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action

7 8 0 4 0 0 7 1 7 4 4

against the respondent with respect to the specific matters set forth herein.

DATE_____

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE_____

For the Respondent
Lawrence J. Aiavalasiti

7 8 0 4 0 0 7 1 7 4 5

Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
G. P. Tonry	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, G. P. Tonry, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, respondent G. P. Tonry co-signed with Richard A. Tonry on a loan on July 19, 1976 of $10,000 from the First National Bank of St. Bernard Parish, the proceeds of which were used to benefit the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore respondent G. P. Tonry agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

7 3 0 4 0 0 7 1 7 4 7

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
For the Federal Election Commission
William C. Oldaker
General Counsel

DATE_____

_____
For the Respondent
G. P. Tonry

7 8 0 4 0 0 7 1 7 4 8

Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
J. Wayne Mumphrey	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, J. Wayne Mumphrey, and the Federal Election Commission, having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

7 8 0 4 0 0 7 1 7 4 9

C. That with respect to the primary election of August 14, 1976: 1) On July 19, 1976, the respondent co-signed with Richard A. Tonry on a loan of $5,000 from the First National Bank of St. Bernard Parish for the Tonry Campaign; 2) On July 27, 1976, the respondent and Richard A. Tonry co-signed a loan of $5,000 obtained by Stephen Perez from the First National Bank of St. Bernard Parish for the Tonry Campaign.

D. That with respect to the run-off election of October 2, 1976, the respondent obtained a loan on September 14, 1976 of $25,000 from the First National Bank of St. Bernard Parish, the proceeds of which were for the Tonry Campaign. This loan was later guaranteed by Richard A. Tonry, by R. G. Tonry, and by G. P. Tonry.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That the loans mentioned in Section III, C and D, constituted contributions as defined by 2 U.S.C. §431(e)(1)(A) and were in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty in the amount of $1,000.

GENERAL CONDITIONS:

A. 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.

7 8 0 4 0 0 7 1 7 5 0

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
For the Federal Election Commission
William C. Oldaker
General Counsel

DATE_____

_____
For the Respondent
J. Wayne Mumphrey

7 8 0 4 0 0 7 1 7 5 1

Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Richard A. Tonry	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act, of 1971, as amended, has occurred.

Now therefore respondent, Richard A. Tonry, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That the respondent Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the Rick Tonry Campaign Committee was respondent's principal campaign committee during his candidacy in 1976, and that the Tonry for Congress Campaign Committee was respondent's principal campaign committee in 1977.

7 8 0 4 0 0 7 1 7 5 2

C. That with respect to the primary election of August 14, 1976, the respondent received the following: 1) On July 12, 1976, $5,000 from a loan obtained by Guy D'Antonio II, on which loan respondent co-signed; 2) On July 16, 1976, $5,000 from a loan obtained by V. C. Trentacosta, and co-signed by respondent, from the St. Bernard Bank and Trust; 3) On July 16, 1976, $5,000 from a loan obtained by Donald Tudury, and co-signed by the respondent, from the First National Bank of St. Bernard Parish; 4) On July 19, 1976, $5,000 from a loan obtained by J. Wayne Mumphrey, and co-signed by the respondent, from the First National Bank of St. Bernard Parish; 5) On July 19, 1976, $10,000 from a loan obtained by G. P. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish; 6) On July 19, 1976, $5,000 on a loan obtained by R. G. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish; 7) On July 27, 1976, $5,000 from a loan obtained by Stephen Perez, and co-signed by the respondent and by J. Wayne Mumphrey, from the First National Bank of St. Bernard Parish.

D. That with respect to the run-off election of October 2, 1976, the respondent received on September 16, 1976, $15,000 from a loan obtained by L. J. Aiavalasiti and co-signed by respondent from the Whitney National Bank of New Orleans.

E. That with respect to the general election of November 2, 1976, the respondent's fundraising agent Donald Zimmer received for the campaign proceeds of separate $8,000 loans obtained by Donald Moffatt, Bobby Wayne Eidson, Glenn Don Teel and Zimmer himself from the First Progressive Bank of Jefferson Parish

7804007175 3

and on October 29, 1976, he received $25,000 from a loan co-signed by Robert Berthelot from the Gulf South Bank.

F. That with respect to the run-off election of October 2, 1976, the respondent received on September 14, 1976, $25,000 from a loan obtained by J. Wayne Mumphrey from the First National Bank of St. Bernard Parish. This loan was later guaranteed by respondent, G. P. Tonry, and R. G. Tonry.

G. That in consideration of the fact that respondent on July 1, 1977 entered a guilty plea in U.S. District Court for the Eastern District of Louisiana to a four count Bill of Information (Docket #77-2-60-A) filed by the Department of Justice involving certain of the matters set forth herein, the Federal Election Commission has waived the imposition of a fine in this matter.

IV. Wherefore, the respondent agrees further:

A. That these loans referred to in Section III subsections D through G constituted contributions as defined by 2 U.S.C. §431(e)(1)(A) and were in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. That as set forth above, in Section III, subsections D through G, respondent violated 2 U.S.C. §441a(f) by accepting contributions in excess of $1,000 from an individual during an election period.

V. That the principal and interest on all the loans referred to hereinabove have been paid by respondent herein, Richard A. Tonry.

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GENERAL CONDITIONS

A. It is agreed that upon signing this conciliation agreement the Federal Election Commission shall be barred from taking further action against the respondent with respect to the specific matters set forth herein.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

DATE_____ _____
For the Federal Election Commission
William C. Oldaker
General Counsel

DATE_____ _____
For the Respondent
Richard A. Tonry

7804007175 5

Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Robert C. Berthelot	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Robert Berthelot, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That as a candidate he participated in four elections: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the general election of November 2, 1976 respondent Robert Berthelot co-signed with candidate Tonry on a $25,000 loan for the Tonry Campaign from the Gulf South Bank of Gretna.

IV. Wherefore respondent Robert C. Berthelot agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a political candidate during an election period.

B. To pay a civil penalty in the amount of $1,500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have not more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

Date

For the Federal Election Commission
William C. Oldaker
General Counsel

7 8 0 4 0 0 7 1 7 5 7

Date

For the Respondent
Robert C. Berthelot

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Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Donald G. Tudury	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Donald G. Tudury, and the Federal Election Commission, having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry on a loan on July 16, 1976 of $5,000 from the First National Bank of St. Bernard Parish, the proceeds of which were used for the benefit of the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $100.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

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D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
For the Federal Election Commission
William C. Oldaker
General Counsel

DATE_____

_____
For the Respondent
Donald G. Tudury

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Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Vincent C. Trentacosta	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Vincent C. Trentacosta, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry on a loan on July 16, 1976 of $5,000 from the St. Bernard Bank and Trust the proceeds of which were for the Tonry Campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action

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against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
For the Federal Election Commission
William C. Oldaker
General Counsel

DATE_____

_____
For the Respondent
Vincent C. Trentacosta

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Before the Federal Election Commission

In the Matter of	)	
	)	MUR 337
Guy D'Antonio II	)	

Conciliation Agreement

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Guy D'Antonio II, and the Federal Election Commission, having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: the primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent co-signed with Richard A. Tonry on a loan on July 12, 1976 of $5,000 from the Peoples Bank of St. Bernard Parish, the proceeds of which were used for the benefit of the Tonry campaign.

IV. That the Commission does not contend that the above described violations were knowingly and willfully committed.

V. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $150.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

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D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

For the Federal Election Commission
William C. Oldaker
General Counsel

DATE_____

For the Respondent
Guy D'Antonio II

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Donald Smith Moffatt

FEDERAL ELECTION

MCC3223

'78 APR 11 AM 11:21

April 5, 1978

Mr. Andy Athy, Jr.
1325 K Street N.W.
Washington, D.C. 20463

Re: Conciliation Agreement

Dear Andy:

I apologize for the delay in getting this letter to you. However, I have been out of town and have not been able to meet with Donald Teel and Bob Eidson to conclude the matter. I have, however, discussed the matter with both of them by telephone. The three of us seem to agree that although any conciliation with the Federal Election Commission seems unfair in view of our cooperation with the U.S. Attorney and the FBI, we would as a practical matter admit that we unknowlingly may have violated certain laws in regards to limits of campaign contributions. In addition, if it would settle the matter once and for all, we would entertain paying a civil penalty not to exceed $200. each.

If you feel such a conciliation would be acceptable to the commission, please notify me immediately. Of course, if you have any questions, please do not hesitate to call. In lieu of trying to contact Bob and Don to have them sign this letter, I am simply forwarding copies to them. If they do not agree with my thoughts they will contact you by telephone.

Andy, I sincerely appreciate your help and cooperation in this matter and look forward to hearing from you in the near future.

Sincerely,

Don Moffatt

Donald S. Moffatt

DSM/jb

cc: Mr. Bob Eidson
Mr. Don Teel

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Mr. Andrew Athy, Jr.
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

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McPHERSON, WEBER & ZAINEY
ATTORNEYS AT LAW

JAMES A. McPHERSON
DENNIS C. WEBER
JAY C. ZAINEY

3030 CANDELET STREET
NEW ORLEANS, LA. 70130
(504) 581-1973
316 ROYAL STREET
BATON ROUGE, LA. 70802
(504) 387-0071

FEDERAL ELECTION COMMISSION

'78 APR 3 AM 10:17

March 29, 1978

MUR 337

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 Kay Street, N.W.
Washington, D.C. 20463

Dear Mr. Oldaker:

Enclosed is a Conciliation Agreement which differs slightly from the one prepared by your office; however, Mr. Zimmer feels that this agreement is closer to the facts, as he understands them, then the one previously submitted.

I hope this agreement is satisfactory to you and that Mr. Zimmer can consider this matter closed.

Thank you for your cooperation in this matter, I remain

Very truly yours,

JAMES A. McPHERSON

JAMcP/cw

7804071770

CONCILIATION AGREEMENT

According to the Federal Election Commission this matter originated with a notarized complaint filed by Robert Livingston. Respondent, Donald Zimmer has never seen any such notarized statement, but is willing to accept the Commission's representations that this is so. Although Respondent has no personal knowledge of the Commission's investigation, findings or conclusions, respondent is willing to accept that the Commission conducted an investigation and that the Commission has found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended has occurred.

Now therefore respondent, Donald Zimmer, is willing to enter a conciliation agreement as follows:

I. Respondent, Donald Zimmer entered a guilty plea in United States District Court for the Eastern District of Louisiana on a two count Bill of Information (Docket No. 77-33).

II. Upon respondent's guilty plea, he was sentenced to four (4) months in prison, and fined Three Thousand ($3,000.00) Dollars, and placed on probation for three (3) years.

III. Respondent has served his prison sentence, has "paid his debt to society" and does not desire to re-open this matter for the benefit of the Federal Election Commission or anyone else other than to state, in conclusion, that of the five people involved, other than the Candidate, respondent was the only one indicted.

IV. Respondent believes that the double jeopardy clause of the Constitution of the United States of America bars the FEderal Election Commission from taking further action against the respondent with respect to the matters upon which he was indicted. If respondent is in error in his belief that he is entitled to the benefits of the double jeopardy clause of the federal constitution, then he gratefully accepts the Commission's

kind offer not to proceed against him in this matter.

It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

Dated: _____

For the Federal Election Commission
WILLIAM C. OLDAKER
General Counsel

Dated: MARCH 28 1978

For the Respondent
DONALD ZIMMER

McPHERSON, WEBER & ZAINEY
ATTORNEYS AT LAW
419 CARONDELET STREET
NEW ORLEANS, LA. 70130

7804007103

FEDERAL ELECTION COMMISSION

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 Kay Street, N.W.
Washington, D.C. 20463

MAR 21 1978

FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

Mr. James A. McPherson
419 Carondelet Street
New Orleans, Louisiana 70130

Re: MUR 337

Dear Mr. McPherson:

Enclosed is a copy of the proposed conciliation agreement which we sent to your client, Donald Zimmer. If you have any questions concerning this matter, please contact Andrew A. Athy, Jr. at 202-523-4073.

Sincerely,

/S/

William C. Oldaker
General Counsel

Enclosure

7804007177 4

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
Donald Zimmer	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended has occurred.

Now therefore respondent, Donald Zimmer, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

C. That with respect to the general election of November 2, 1976: 1) On October 25, 1976 the respondent obtained an $8,000 loan from the First Progressive Bank of Jefferson Parish the

7804007175

proceeds of which were for the Tonry Campaign. 2) On October 25, 1976 the respondent received the proceeds of three $8,000 loans for the Tonry Campaign. These loans were obtained from the First Progressive Bank of Jefferson Parish by Donald S. Moffatt, Bobby Wayne Eidson, and Glenn Don Teel on October 25, 1976.

IV. Wherefore the respondent agrees further:

A. That the loan mentioned in III-C-1 constituted a contribution in violation of 2 U.S.C. §441a(a)(1)(A) which limits to $1,000 any contribution to a political candidate made with respect to an election.

B. That as set forth in III-C-2, the respondent knowingly accepted contributions which were in violation of 2 U.S.C. §441a (1)(A). This constitutes a violation by the respondent of 2 U.S.C. §441a(f).

C. That in consideration that respondent on July 1, 1977 entered a guilty plea in U.S. District Court for the Eastern District of Louisiana to a two count Bill of Information (Docket #77-33) relating to the matters set forth herein, the Commission has waived imposition of a fine.

GENERAL CONDITIONS:

A. It is agreed that upon signing this conciliation agreement the Federal Election Commission shall be barred from taking further action against the respondent with respect to the specific matters set forth herein.

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B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

DATE_____

FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

FOR THE RESPONDENT
DONALD ZIMMER

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

March 17, 1978

MEMORANDUM TO: CHARLES STEELE

FROM: MARJORIE W. EMMONS MWE by pc

SUBJECT: MUR 337 (77) - Interim Conciliation Report
dated 3-10-78
Signed by General Counsel 3-16-78
Received in Commission Secretary's
Office 3-15-78 - 5:00

The above-mentioned document was circulated to the Commissionerson a 24 hour no-objection basis at 12:00, March 16, 1978.

No objections were received to the Interim Conciliation Report.

7804007178

March 15, 1978

MEMORANDUM TO: Marge Emmons

FROM: Elissa T. Garr

SUBJECT: [redacted]

Please have the attached Interim Conciliation Report on MUR 337 distributed to the Commission on a 24 hour no-objection basis.

Thank you.

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MCC 2965 NRN

TONRY, MUMPHREY, D'ANTONIO & MCDOUGALL

RICHARD A. TONRY
J. WAYNE MUMPHREY
GUY J. D'ANTONIO, II
WAYNE J. McDOUGALL

NUNZIO S. CUSIMANO, JR.

ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

AREA CODE 504
TELEPHONE 271-0471

March 14, 1978

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Dear Mr. Oldaker:

Please be informed that we have been retained to represent the following persons:

Richard A. Tonry
J. Wayne Mumphrey
R. Gordon Tonry
Gordon Patrick Tonry
Lawrence Aiavolasiti
Robert C. Berthelot
Stephen R. Perez
Donald G. Tudury
Vincent C. Trentecosta
Guy J. D'Antonio, II

It is our understanding that the notarized complaint previously filed herein by Congressman Robert Livingston has been withdrawn by him. It is our position and sincere hope that this will mean an end to this matter.

Should this not be the case, in an effort to amicably and immediately dispose of these matters, we are enclosing an amended Conciliation Agreement with a view towards informal resolution.

Should you wish to discuss this matter further, or wish to have us appear before the commission we will be more than willing to do so.

Sincerely,

RICHARD A. TONRY

J. WAYNE MUMPHREY

RAT/jc
Enclosures

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PROPOSED CONCILIATION AGREEMENT
IN THE MATTER
OF
RICHARD A. TONRY

I.

Delete subsection F (1) referring to the $8,000.00 loan obtained from Zimmer, Moffett, Edsen and Teel.

II.

Insert the correct date with reference to the renewed note signed on January 28, 1977 as per our discussion.

III.

Amend section IV B. to read as follows:

"That as set forth above in Section III, subsections D-G, by accepting co-signers on loans made in excess of $1,000.00 from an individual during an election period respondent violated 2 U.S.C. Section 441a (b)."

IV.

By inserting as subsection V the following:

"That the principal and interest on all the loans referred to hereinabove have been paid by respondent herein, Richard A. Tonry."

V.

By adding subsection V to read as follows:

"The Commission finds that the above described violations were not knowingly and willfully committed."

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IN RE: PROPOSED
RECONCILIATION AGREEMENTS OF:

1) J. Wayne Mumphrey
2) R. Gordon Tonry
3) Gordon Patrick Tonry
4) Lawrence Aiavolasiti
5) Robert C. Berthelot
6) Stephen R. Perez
7) Donald G. Tudury
8) Vincent C. Trentecosta
9) Guy J. D'Antonio, II

I.

That subsection 3 C. be amended to read:

"The respondents co-signed with Richard A. Tonry on a loan of ..."

II.

By amending subsection 4 B. to read:

"To pay a civil penalty of $_____".

Respondents propose the acceptance of a civil penalty to be assessed, at the discretion of the Commission, within the limits of $25.00 to $100.00 per respondent.

III.

By adding subsection V to read as follows:

"The commission ~~finds~~ that the above described violations were not knowingly and willfully committed."

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Before the Federal Election Commission

March 10, 1978

In the Matter of	)	
	)	MUR 337
Richard A. Tonry, et al.	)	

Interim Conciliation Report

Conciliation meetings were held on March 7 and 8, 1978, with Guy D'Antonio, J. Wayne Mumphrey, Stephen Perez and Richard A. Tonry who was acting on behalf of himself and Lawrence J. Aivalasiti, Donald Tudury, Charles G. Trentacosta, Robert C. Berthelot, R. Gordon Tonry and G. P. Tonry. Respondents refused to agree to the fines proposed by the staff, but did agree to admit to a violation. The staff represented that it would entertain a counter proposal if submitted within two days but made no other commitment. A meeting was also held with Bobby Wayne Eidson who similarly refused to accept the proposed fines and asked that, in view of the fact that the evidence concerning his involvement was voluntarily provided to the U.S. Attorney, the fine should be mitigated. This is being considered. Respondent Robert S. Moffatt failed to appear for his appointment. With respect to Moffatt, we are preparing a recommendation of probable cause. The staff is awaiting receipt of respondents' counter proposals.

3/16/78
Date

William C. Oldaker
General Counsel

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[illegible] & D'ANTONIO

[illegible]

Mr. Edward L. Kenahan, [illegible]
Clerk, U.S. House of [illegible]
Washington, D.C. 20515

Re: Tonry for Congress Campaign Committee
[illegible]
[illegible] Campaign Committee
[illegible]

Dear Mr. Kenahan:

This is to notify you that I do hereby tender my resignation as Treasurer of the above captioned committee.

I would appreciate your making said notation for the record.

Yours very truly,

TONRY, [illegible], D'ANTONIO & McDOUGALL

GUY J. D'ANTONIO, II

GJD/jc
cc Mr. William Oldaker
Federal Election Commission
Certified Mail-Original & Copy

COPY

7 8 0 4 0 0 7 7

TONRY, MUMPHREY, D'ANTONIO & MCDOUGALL
ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

CERTIFIED
No. 737966
MAIL

CERTIFIED, RETURN
RECEIPT REQUESTED

'78 MAR 17 AM 11:58

Mr. William Oldaker
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

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western union

Telegram

1978 MAR 10 AM 7:14

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ICS IPMUAWA WSH

11051 GOVT BUWASHINGTON DC 24 03-09 501P EST

PMS F.E.C., DLR

FOURTH FLOOR 1325 K ST NORTHWEST

WASHINGTON DC 20036

PLEASE BE ADVISED THAT THE FORMAL COMPLAINT LODGED BY

ME IN NOVEMBER 1977 AGAINST FORMER CONGRESSMAN

RICHARD TONRY FOR F.E.C. VIOLATIONS IS HEREBY WITHDRAWN.

ROBERT L LIVINGSTON MEMBER OF CONGRESS

NNNN

MCC 2926

SF-1201 (R5-69)

western union

Telegram

78 MAR 10 P12: 13

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

POSTAGE AND FEES PAID

RETURNED TO SENDER

PARK MANOR
MAR 7 1978
METAIRIE, LA. 70003
UNABLE TO DELIVER AS ADDRESSED
UNABLE TO FORWARD

Donald S. Moffatt
5024 Bissonet Drive
New Orleans, Louisiana

MOFF024 70003
NOT DELIVERABLE AS ADDRESSED
-- UNABLE TO FORWARD 1

CERTIFIED
458210

0 4 0 0 7 1 7 8 8

PS Form 3811, Apr. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered. . . . . ¢
- ☐ Show to whom, date, and address of delivery. . . . . ¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered. . . . . ¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery. $
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Donald S. Moffatt

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438210	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1977—O-234-337

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

358119

☐ HOLD

DATE

1ST NOTICE

2ND NOTICE

RETURN

Detached from
PS Form 3849-A
July 1977

7 8 0 4 0 0 7 1 7 9 0

TO SENDER

RE
Unclaimed
Address
Insufficient
No such
To avail of
If known in

POSTAGE AND FEES PAID

U.S. MAIL

Bobby Wayne Eidson
c/o William B. Matthews
2701 Houmer Blvd.
Metairie, Louisiana 70002

HOUMA

CERTIFIED

1938 CLEARVIEW PKWY
METAIRIE, LA 70001

438212

MUR 337 AA

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered. . . . . ¢
- ☑ Show to whom, date, and address of delivery. . . . . ¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered. . . . . ¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery. $ ____

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Bobby Wayne Eidson

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438212	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY | POSTMARK

5. ADDRESS (Complete only if requested)

RETURNED TO SENDER

6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS

REASON CHECKED

P.E. Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GPO : 1977—O-234-337

7 8 3 4 0 0 7 1 7 9 1

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

Bobby Wayne Eidson
c/o William B. Matthews
2701 Houmer Blvd.
Metairie, Louisiana 70002

Dear Mr. Eidson:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosures

7804007179 2

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
Bobby Wayne Eidson	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended has occurred.

Now therefore respondent, Bobby Wayne Eidson, and the Federal Election Commission, having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

7 8 0 4 0 0 7 1 7 9 3

C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish. The proceeds of this loan were given to Donald Zimmer a fund raising agent of Tonry in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office during an election period.

B. To pay a civil penalty of $3500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

7 8 0 4 0 0 7 1 7 9 4

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

_____
FOR THE RESPONDENT
BOBBY WAYNE EIDSON

7804007179 5

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

Donald S. Moffatt
5024 Bissonet Drive
New Orleans, Louisiana

Dear Mr. Moffatt:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosures

7 8 0 4 0 0 7 1 7 9 6

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
Donald S. Moffatt	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Donald S. Moffatt, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

7 8 0 4 0 0 7 1 7 9 7

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish and gave the proceeds to Donald Zimmer, a fundraising agent for Tonry, for use in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a political candidate for Federal office made during an election period.

B. To pay a civil penalty of $3,500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

7 8 0 4 0 0 7 1 7 0 8

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

_____
FOR THE RESPONDENT
DONALD S. MOFFATT

7 9 0 4 0 7 1 7 9 9

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

Mr. Charles G. Trentacosta
34 Carolyn Court
Avabi, Louisiana 70032

Dear Mr. Trentacosta:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosure

7804007180 0

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

MUL 337 AR

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered.....¢
- ☑ Show to whom, date, and address of delivery.....¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered.....¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery.$____

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Charles Trentacosta

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438209	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Mrs. Chas. Trentacosta

4. DATE OF DELIVERY
2/28/78

POSTMARK
FEB 28 1978

5. ADDRESS (Complete only if requested)
34 CAROLYN ST.
ARABI, LA-70032

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1977—O-244-337

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
Vincent C. Trentacosta	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Vincent C. Trentacosta, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

C. That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 16, 1976 of $5,000 from the St. Bernard Bank and Trust the proceeds of which were for the Tonry Campaign.

7 8 0 4 0 0 7 1 8 0 2

IV. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $2,000.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

FOR THE RESPONDENT
VINCENT C. TRENTACOSTA

7 9 0 4 0 0 7 1 8 0 3

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

Mr. Robert C. Berthelot
8909 West Judge Perez Avenue
Chalmette, Louisiana 70044

Dear Mr. Berthelot:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosures

7804007180 4

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

MUR 337 AA

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered. . . . . ¢
- ☑ ~~Show to~~ whom, date, and address of delivery. . . . . ¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered. . . . . ¢
- ☐ RESTRICTED DELIVERY
  Show to whom, date, and address of delivery. $ 11
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Robert C Berthelot

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	938214	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Mrs R.C. Berthelot

4. DATE OF DELIVERY
2-27-78

POSTMARK
FEB 27 6 PM 1978

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1977—O-234-337

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
Robert C. Berthelot	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended has occurred.

Now therefore respondent, Robert Berthelot, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That as a candidate he participated in four elections: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

C. That with respect to the general election of November 2, 1976 respondent Robert Berthelot co-signed with candidate Tonry on a $25,000 loan for the Tonry Campaign from the Gulf South Bank of Gretna.

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IV. Wherefore respondent Robert C. Berthelot agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a political candidate during an election period.

B. To pay a civil penalty in the amount of $5,000.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

FOR THE RESPONDENT
ROBERT C. BERTHELOT

7 8 0 4 0 0 7 1 8 0 7

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

R. Gordon Tonry
4745 River Road
Jefferson Parish, Louisiana

Dear Mr. Tonry:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosures

7804007180B

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

MUR 337 44

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered ..... ¢
- ☑ Show to whom, date, and address of delivery ..... ¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered ..... ¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery. $ ___

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
R. Gordon Tonry

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	938215	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY 2/28/78

POSTMARK

5. ADDRESS (Complete only if requested)

FEB 28 1978

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1977—O-234-337

7 8 0 4 0 0 7 1 8 0 9

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
R.G. Tonry	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, R.G. Tonry, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 19, 1976 of $5,000 from the First National Bank of St. Bernard Parish. This loan was co-signed by the candidate Tonry and the proceeds were used for the benefit of the Tonry Campaign.

IV. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $750.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more then 30 days from the date this agreement becomes effective to comply with the requirements of the agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

_____
FOR THE RESPONDENT
R. G. TONRY

7 8 0 4 0 0 7 1 8 1 1

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

J. Wayne Mumphrey, Esquire
9061 West Judge Perez Drive
Post Office Box 32
Chalmette, Louisiana 70044

Dear Mr. Mumphrey:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosures

7 8 0 4 0 0 7 1 8 1 2

MVR 337 4A

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered. . . . . ____¢
- ☑ Show to whom, date, and address of delivery. . ____¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered. . . . . ____¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery. $____
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
J. WAYNE Murphey

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	938217	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY
2/27/78

POSTMARK
CHALMETTE, LA
FEB 27 1978

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1977—O-234-337

7 8 0 4 0 0 7 1 8 1 3

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
J. Wayne Mumphrey	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, J. Wayne Mumphrey, and the Federal Election Commission, having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

7 8 0 4 0 0 7 1 8 1 4

C. That with respect to the primary election of August 2, 1976: 1) On July 19, 1976 the respondent co-signed with Richard A. Tonry on a loan of $5,000 from the First National Bank of St. Bernard Parish for the Tonry Campaign; 2) On July 27, 1976 the respondent and Richard A. Tonry co-signed a loan of $5,000 obtained by Stephen Perez from the First National Bank of St. Bernard Parish for the Tonry Campaign.

D. That with respect to the special primary election of June 25, 1977 the respondent obtained a loan on January 28, 1977 of $25,000 from the First National Bank of St. Bernard Parish the proceeds of which were for the Tonry Campaign. This loan was later guaranteed by Richard A. Tonry, by R.G. Tonry, and by G.P. Tonry.

IV. Wherefore the respondent agrees further:

A. That the loans mentioned in Section III, C and D, constituted contributions as defined by 2 U.S.C. §431(e)(1)(A) and were in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a Federal office with respect to a candidate made during an election period.

B. To pay a civil penalty in the amount of $4,750.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

7 8 0 4 0 0 7 1 8 1 5

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

_____
FOR THE RESPONDENT
J. WAYNE MUMPHREY

7804007181 6

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

Mr. Lawrence J. Aiavalasiti
5631 Vermillian Boulevard
New Orleans, Louisiana 70129

Dear Mr. Aiavalasiti:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosures

7 8 0 4 0 0 7 1 8 1 7

MUR 337 AA

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered ..... ¢
- ☑ Show to whom, date, and address of delivery ..... ¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered ..... ¢
- ☐ RESTRICTED DELIVERY
  Show to whom, date, and address of delivery. $____

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Lawrence Aiavalasiti

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438221	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
L. J. Aiavalasiti

4. DATE OF DELIVERY | POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS

☆ GPO : 1977—O-234-337

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
Lawrence J. Aiavalasiti	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Lawrence J. Aiavalasiti, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976 and the special primary election of June 25, 1977.

C. That with respect to the run-off election of October 2, 1976, on September 16, 1976 the respondent co-signed with Richard A. Tonry on a loan of $15,000 from the Whitney National Bank of New Orleans the proceeds of which were for the Tonry Campaign.

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IV. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A) which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $3,500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 1 8 2 0

DATE_____

FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

FOR THE RESPONDENT
LAWRENCE J. AIAVALASITI

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

Mr. Donald G. Tudury
2801 N. Roberston Street
New Orleans, Louisiana 70117

Dear Mr. Tudury:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

Enclsoures

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MUIC 337 AA

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered. . . . . ¢
- ☑ Show to whom, date, and address of delivery. . ¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered. . . . . ¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery. $
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Donald Tudwy

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438220	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
X Donald G Tudwy

4. DATE OF DELIVERY
2-28-78

POSTMARK
NEW ORLEANS, LA BYWATER STA.
MAR 8 1978
CLERK'S INITIALS

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

☆ GPO : 1977—O-234-337

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
Donald G. Tudury	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Donald G. Tudury, and the Federal Election Commission, having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

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B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

C. That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 16, 1976 of $5,000 from the First National Bank of St. Bernard Parish. This loan was co-signed by the candidate Tonry and the proceeds were used for the benefit of the Tonry Campaign.

IV. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $700.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

7 8 0 4 0 0 7 1 8 2 4

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

FOR THE RESPONDENT
DONALD G. TUDURY

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

Stephen R. Perez, Esquire
Post Office Box 91
Chalmette, Louisiana 70044

Dear Mr. Perez:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosures

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7 8 0 4 0 0 7 1 8 2 7

PAR 337 ###

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
   - ☐ Show to whom and date delivered ____¢
   - ☑ Show to whom, date, and address of delivery ____¢
   - ☐ RESTRICTED DELIVERY
     Show to whom and date delivered ____¢
   - ☐ RESTRICTED DELIVERY
     Show to whom, date, and address of delivery $____
     (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
   Stephen Perry

3. ARTICLE DESCRIPTION:
   REGISTERED NO. | CERTIFIED NO. 438213 | INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Calmer

4. DATE OF DELIVERY FEB 28 1978

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTMARK
CHALMETTE, LA
FEB 28 AM
CLERK'S INITIALS
0043

☆ GPO : 1977—O-234-337

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
Stephen R. Perez	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Stephen R. Perez, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

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B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

C. That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 27, 1976 of $5,000 from the First National Bank of St. Bernard Parish. This loan for the Tonry Campaign was co-signed by the candidate Tonry and J. Wayne Mumphrey.

IV. Wherefore the respondent agrees further:

I. That this loan constituted a contribution as defined by 2 U.S.C. §431 (e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $334.

GENERAL CONDITIONS:

A. If the Commissisn believes 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

7 8 0 4 0 0 7 1 8 2 9

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAl COUNSEL

DATE_____

_____
FOR THE RESPONDENT
STEPHEN R. PEREZ

7 8 0 4 0 0 7 1 8 3 0

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

Guy D'Antonio
9061 West Judge Perez Drive
Chalmette, Louisiana 70043

Dear Mr. D'Antonio:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosures

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MVR 337 AR

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered. . . . . ____¢
- ☒ Show to whom, date, and address of delivery. $____¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered. . . . . ____¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery. $____
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
GUY D'Antonio
406 West Judge Perez Dr
Chalmette, LA.

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438219	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY 5/27/78 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1977—O-234-337

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
Guy D'Antonio, II	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971 as amended, has occurred.

Now therefore respondent, Guy D'Antonio, II, and the Federal Election Commission, having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 12, 1976 of $5,000 from the Peoples Bank of St. Bernard Parish. This loan was co-signed by the candidate Tonry and used for the benefit of the Tonry campaign.

IV. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $750.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

7 8 0 4 0 0 7 1 8 3 4

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

FOR THE RESPONDENT
GUY D'ANTONIO, II.

7 8 0 4 0 0 7 1 8 3 5

FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

Glenn Don Teel
701 Popworth Avenue
Metairie, Louisiana

Dear Mr. Teel:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

7804007183 6

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

7 8 0 4 0 0 7 1 8 3 7

MUR 337AA

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● **SENDER:** Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
   - ☐ Show to whom and date delivered. . . . . ____¢
   - ☑ Show to whom, date, and address of delivery. . ____¢
   - ☐ RESTRICTED DELIVERY
     Show to whom and date delivered. . . . . ____¢
   - ☐ RESTRICTED DELIVERY.
     Show to whom, date, and address of delivery. $____
     (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
   Glenn Don Teel

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438211	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1977—O-234-337

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
Glenn Don Teel	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Glenn Don Teel, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish and the proceeds were given to Donald Zimmer, a fundraising agent for Tonry, for use in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office made during an election period.

B. To pay a civil penalty of $3,500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 1 8 3 9

DATE_____

FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

FOR THE RESPONDENT
GLENN DON TEEL

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

Bobby Wayne Eidson
c/o William B. Matthews
2701 Houmer Blvd.
Metairie, Louisiana 70002

Dear Mr. Eidson:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosures

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BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
Bobby Wayne Eidson	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended has occurred.

Now therefore respondent, Bobby Wayne Eidson, and the Federal Election Commission, having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

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C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish. The proceeds of this loan were given to Donald Zimmer a fund raising agent of Tonry in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a candidate for Federal office during an election period.

B. To pay a civil penalty of $3500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

7 8 0 4 0 0 7 1 8 4 2

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

_____
FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

_____
FOR THE RESPONDENT
BOBBY WAYNE EIDSON

7 8 0 4 0 0 7 1 8 4 3

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

Mr. Richard A. Tonry
9061 West Judge Perez Drive
Post Office Box 32
Chalmette, Louisiana 70044

Dear Mr. Tonry:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

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AMERICAN REVOLUTION BICENTENNIAL 1776-1976

MVR 337 AA

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered. . . . . ____¢
- ☑ Show to whom, date, and address of delivery. . ____¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered. . . . . ____¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery. $____
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Richard A. Torry

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	938216	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY
2/27/78

POSTMARK
CHALMETTE FEB 27 1978

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1977—O-234-337

7 8 0 4 0 0 7 1 8 4 5

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
Richard A. Tonry	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act, of 1971, as amended has occurred.

Now therefore respondent, Richard A. Tonry, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That the respondent Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the Rick Tonry Campaign Committee was respondent's principal campaign committee during his candidacy in 1976, and that the Tonry for Congress Campaign Committee was respondent's principal campaign committee in 1977.

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D. That with respect to the primary election of August 14, 1976 the respondent received the following: 1) On July 12, 1976, $5,000 from a loan obtained by Guy D'Antonio, II, on which loan respondent co-signed. 2) On July 16, 1976, $5,000 from a loan obtained by V.C. Trentacosta from the St. Bernard Bank and Trust. 3) On July 16, 1976, $5,000 from a loan obtained by Donald Tudury, and co-signed by the respondent, from the First National Bank of St. Bernard Parish. 4) On July 19, 1976, $5,000 from a loan obtained by J. Wayne Mumphrey, and co-signed by the respondent, from the First National Bank of St. Bernard Parish. 5) On July 19, 1976, $10,000 from a loan obtained by G.P. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish. 6) On July 19, 1976, $5,000 on a note obtained by R.G. Tonry, and co-signed by the respondent from the First National Bank of St. Bernard Parish. 7) On July 27, 1976, $5,000 from a loan obtained by Stephen Perez, and co-signed by the respondent and by J. Wayne Mumphrey from the First National Bank of St. Bernard Parish.

E. That with respect to the run-off election of October 2, 1976 the respondent received on September 16, 1976, $15,000 from a loan obtained by L.J. Aiavalasiti and co-signed by respondent from the Whitney National Bank of New Orleans.

F. That with respect to the general election of November 2, 1976, the respondent received the following: 1) $8,000 from a loan obtained by Donald Zimmer, a fundraising agent for the candidate, from the First Progressive Bank of Jefferson Parish and through Zimmer the proceeds of separate $8,000 loans obtained by Donald Moffatt, Bobby Wayne Eidson and Glenn Don Teel also from the First Progressive Bank of Jefferson Parish. 2) On

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October 29, 1976, $25,000 from a loan co-signed by Robert Berthelot from the Gulf South Bank.

G. That with respect to the special primary election of June 25, 1977, the respondent received on January 28, 1977, $25,000 from a loan obtained by J. Wayne Mumphrey from the First National Bank of St. Bernard Parish. This loan was later guaranteed by the respondent G.P. Tonry, and by R.G. Tonry.

H. That in consideration of the fact that respondent on July 1, 1977 entered a guilty plea in U.S. District Court for the Eastern District of Louisiana to a four count Bill of Intromation (Docket #77-2-60-A) filed by the Department of Justice involving certain of the matters set forth herein, the Federal Election Commission has waived the imposition of a fine in this matter.

IV. Wherefore, the respondent agrees further:

A. That these loans referred to in Section III subsections D through G constituted contributions as defined by 2 U.S.C. §431(e)(1)(A) and were in violation of 2 U.S.C. §441a (a)(1)(A), which limits to $1,000 any contributions to a candidate for Federal office made during an elective period.

B. That as set forth above, in Section III, subsections D through G, by knowingly accepting contributions in excess of $1,000 from an individual during an election period respondent violated 2 U.S.C. §441a(f).

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GENERAL CONDITIONS:

A. It is agreed that upon signing this conciliation agreement the Federal Election Commission shall be barred from taking further action against the respondent with respect to the specific matters set forth herein.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

DATE_____

FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

FOR THE RESPONDENT
RICHARD A. TONRY

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

Donald S. Moffatt
5024 Bissonet Drive
New Orleans, Louisiana

Dear Mr. Moffatt:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosures

7804007185 0

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
Donald S. Moffatt	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, Donald S. Moffatt, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

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B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

C. That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank of Jefferson Parish and gave the proceeds to Donald Zimmer, a fundraising agent for Tonry, for use in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a political candidate for Federal office made during an election period.

B. To pay a civil penalty of $3,500.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

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D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____ _____
FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____ _____
FOR THE RESPONDENT
DONALD S. MOFFATT

7 8 0 4 0 0 7 1 8 5 3

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

Mr. Donald Zimmer
3229 Napoleon Avenue
New Orleans, Louisiana

Dear Mr. Zimmer:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosures

7 8 0 4 0 0 7 1 8 5 4

7 8 0 4 0 0 7 1 8 5 5

MUR 337 AA

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered. . . . . ___¢
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- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered. . . . . ___¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery. $___
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Donald Zimmer

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY
2-28-78

POSTMARK
FEB 28 1978

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1977—O-234-337

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
Donald Zimmer	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended has occurred.

Now therefore respondent, Donald Zimmer, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

C. That with respect to the general election of November 2, 1976: 1) On October 25, 1976 the respondent obtained an $8,000 loan from the First Progressive Bank of Jefferson Parish the

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proceeds of which were for the Tonry Campaign. 2) On October 25, 1976 the respondent received the proceeds of three $8,000 loans for the Tonry Campaign. These loans were obtained from the First Progressive Bank of Jefferson Parish by Donald S. Moffatt, Bobby Wayne Eidson, and Glenn Don Teel on October 25, 1976.

IV. Wherefore the respondent agrees further:

A. That the loan mentioned in III-C-1 constituted a contribution in violation of 2 U.S.C. §441a(a)(1)(A) which limits to $1,000 any contribution to a political candidate made with respect to an election.

B. That as set forth in III-C-2, the respondent knowingly accepted contributions which were in violation of 2 U.S.C. §441a (1)(A). This constitutes a violation by the respondent of 2 U.S.C. §441a(f).

C. That in consideration that respondent on July 1, 1977 entered a guilty plea in U.S. District Court for the Eastern District of Louisiana to a two count Bill of Information (Docket #77-33) relating to the matters set forth herein, the Commission has waived imposition of a fine.

GENERAL CONDITIONS:

A. It is agreed that upon signing this conciliation agreement the Federal Election Commission shall be barred from taking further action against the respondent with respect to the specific matters set forth herein.

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B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

DATE_____

_____
FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

_____
FOR THE RESPONDENT
DONALD ZIMMER

7 8 0 4 0 0 7 1 8 5 8

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 24, 1978

G.P. Tonry
4745 River Road
Jefferson Parish, Louisiana

Dear Mr. Tonry:

Enclosed is a conciliation agreement prepared by the Office of General Counsel with a view towards informal resolution of the matters set forth therein. The agreement when executed by you and approved by the Commission shall constitute with regard to these matters a complete bar to any further action by the Commission against you.

If the Commission is unable to conclude this matter by informal means and it determines that there is probable cause to believe that a violation has occurred then it may seek civil action for relief pursuant to 2 U.S.C. §437g(a)(5)(B).

Please contact us with regard to this agreement. The attorney assigned to this matter is Andrew Athy, Jr. telephone number 202-523-4529.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosures

7804007185 9

MUR 337 4A

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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Add your address in the "RETURN TO" space on reverse.

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- ☒ Show to whom, date, and address of delivery. . ____¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered. . . . . ____¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery. $____
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
D. P. Torry

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	938218	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY
2/28/78

POSTMARK

5. ADDRESS (Complete only if requested)

FEB 28 1978

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1977—O-234-337

7 8 0 4 0 0 7 1 8 6 0

BEFORE THE FEDERAL ELECTION COMMISSION
February 1, 1978

In the Matter of	)	
	)	MUR 337
G.P. Tonry	)	

CONCILIATION AGREEMENT

This matter having originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Richard A. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Federal Election Campaign Act of 1971, as amended, has occurred.

Now therefore respondent, G.P. Tonry, and the Federal Election Commission, having duly entered into conciliation, do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

A. That Richard A. Tonry was a candidate for the U.S. House of Representatives from the First Congressional District of Louisiana in 1976 and 1977.

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B. That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

C. That with respect to the primary election of August 14, 1976, respondent G.P. Tonry obtained a loan on July 19, 1976 of $10,000 from the First National Bank of St. Bernard Parish. This loan was co-signed by the candidate Tonry and the proceeds used to benefit the Tonry Campaign.

IV. Wherefore respondent G.P. Tonry agrees further:

A. That this loan constituted a contribution as defined by 2 U.S.C. §431(e)(1)(A) and was in violation of 2 U.S.C. §441a(a)(1)(A), which limits to $1,000 any contribution to a political candidate made during an election period.

B. To pay a civil penalty of $2,000.

GENERAL CONDITIONS:

A. 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.

B. It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

C. It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

7 8 0 4 0 0 7 1 8 6 2

D. It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE_____

FOR THE FEDERAL ELECTION COMMISSION
WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE_____

FOR THE RESPONDENT
G.P. TONRY

7 8 0 4 0 0 7 1 8 6 3

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

February 15, 1978

MEMORANDUM TO: CHARLES STEELE

FROM: MARJORIE W. EMMONS mwe

SUBJECT: MUR 337 (76) - Interim Report dated February 10, 1978

The above-mentioned document was circulated to the Commissioners on February 14, 1978 at 10:00.

As of 4:00, this date, no objections were received in the Office of Commission Secretary to the Interim Report.

7804007186 4

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

February 13, 1978

MEMORANDUM TO: Marge Emmons

FROM: Elissa T. Garr

SUBJECT: MUR 337

Please have the attached Interim Report on MUR 337 distributed to the Commission on a 24 hour no-objection basis.

Thank you.

7804007186 3

BEFORE THE FEDERAL ELECTION COMMISSION

February 10, 1978

In the Matter of	)	
	)	MUR 337
Richard A. Tonry	)	
et al.	)	

Interim Report

Conciliation Agreements for Richard A. Tonry, Stephen R. Perez, R. G. Tonry, Guy D'Antonio, II, Donald G. Tudury, Vincent C. Trentacosta, Lawrence J. Aiavalasiti, Glenn Don Teel, Donald S. Moffatt, J. Wayne Mumphrey, Bobby Wayne Eidson. Donald Zimmer, G.P. Tonry, and Robert C. Berthelot are prepared and being forwarded to the respective respondents.

2/10/78
DATE

WILLIAM C. OLDAKER
GENERAL COUNSEL

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

January 19, 1978

Gerald J. Gallinghouse
United States Attorney
Eastern District of Louisiana
New Orleans, Louisiana 70130

Re: MUR 337 (76)

Dear Mr. Gallinghouse:

The Federal Election Commission is attempting through the conciliation process to correct violations by various respondents of the Federal Election Campaign Act of 1971, as amended, with regard to Richard Tonry's Campaign for Congress. Some of these respondents have claimed that you or representatives of your office have, in connection with agreements to testify or agreements to plead guilty, promised that they would not be charged with any other Federal violation relating to Mr. Tonry's Congressional campaign.

Please forward records or descriptions of any agreements, oral or written, made by the Department of Justice and/or your office promising or granting immunity or protection from prosecution against any of the following individuals: Guy D'Antonio II, V.C. Trentacosta, Donald Tudury, J. Wayne Mumphrey, G.P. Tonry, R.G. Tonry, Stephen Perez, L.J. Aiavalasiti, Donald Zimmer, Donald S. Moffatt, Bobby Wayne Edison, and Glenn Don Teel.

Since the Commission is under a duty to act expeditiously, we would appreciate a prompt reply. The attorney assigned to this matter is Andrew A. Athy, Jr., telephone number (202-523-4530).

Sincerely yours,

William C. Oldaker
General Counsel

7804007 1867

December 16, 1977

MEMORANDUM TO: Marge Emmons

FROM: Elissa T. Garr

SUBJECT: MUR 337 Team #2 Athy

Please have the attached Interim Conciliation Report on MUR 337 distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of December 21, 1977.

Thank you.

7804007186 9

BEFORE THE FEDERAL ELECTION COMMISSION
December 15, 1977

In the Matter of)
) MUR 337
Richard Tonry)

INTERIM CONCILIATION REPORT

On October 6, 1977, the Commission found reasonable cause to believe that Mr. Tonry and a number of individuals involved in his campaign violated various provisions of the election laws (see our report of October 6, 1977).

The staff has prepared conciliation agreements for each of the respondents. These agreements include admission of violations consistent with the Commission findings and fines proportionate to the level of the violations (except in the case of Mr. Tonry and Donald Zimmer who plead guilty to related crimes arising out of the subject matter of this MUR). Negotiations are occurring with each of the respective parties, however, because of the large number of individuals involved and the diversity of interests, we expect that they will not be concluded for several more weeks. 1/ We expect to present the proposed agreements to the Commission for its consideration once all respondents have indicated their positions.

16 December 1977
DATE

WILLIAM C. OLDAKER
GENERAL COUNSEL

CHARLES N. STEELE, ASSOC. GEN.COUN.

1/ Some respondents have raised questions about representations made to them by the U.S. Attorney's office that no further proceedings would be brought against them with respect to these matters, and we are contacting the U.S. Attorney's office to obtain its version of these representations.

7804007186 9

701 Papworth
Avenue
Metairie, La

letter resent to
this address
11-30-77

MUR 337 AA

PS Form 3811, Apr. 1977

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- ☒ RESTRICTED DELIVERY
  Show to whom and date delivered. . . . . ¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery. $
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Don Teel

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	943344	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Laurie Gill

4. DATE OF DELIVERY
12-5-77

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTMASTER'S INITIALS

DEC 1977
LA STATE MEDICAL SOCIETY

☆ GPO : 1977—O-234-337

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

POSTAGE AND FEES PAID

U.S.MAIL

M L NA

Mr. Don Teel
901 Zinnia Street
New Orleans, Louisiana

CERTIFIED

438499

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AMERICAN REVOLUTION BICENTENNIAL 1776-1976

7 8 0 4 0 0 7 1 8 7 2

MUR 337 Atty

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

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☒ Show to whom, date, and address of delivery. . . . . ____¢

☐ RESTRICTED DELIVERY
Show to whom and date delivered. . . . . ____¢

☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery. $____

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

Don Teel
90 Zinnia St
New Orleans, LA

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438099	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY

POSTMARK

METAIRIE
OCT 13 1980
LA 70001

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1977—O-234-337

AC02033

THE LAW OFFICE OF

John T. Keys, Jr.

2701 Houma Boulevard
Metairie, Louisiana 70002

John T. Keys, Jr.
Paul H. F. Baker

Notary Public
Telephone
(504) 455-1800

RECEIVED FEDERAL ELECTION COMMISSION
'77 NOV 14 AM 9:19

November 11, 1977

7803318

Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

Attention: Mr. Andrew Athy, Jr.

Re: Your File No. MUR 337c (76)

Dear Mr. Athy:

This will confirm our conversation this date, wherein I advised you our office represented Mr. Bobby Wayne Eidson of Metairie, Louisiana, who has requested we respond to your letter of October 14, 1977, which incidently was only received in our office on the 12th of October.

At the time the campaign contribution in question was made, Mr. Eidson was not aware that Congress had seen fit, in it's infinite wisdom, to restrict the amount of political contributions and there was no intent on his part to violate any part of the provision of the Federal Election Act.

Also, Mr. Eidson co-operated fully with the Federal Authorities investigating this matter and this fact may be verified by contacting the office of Gerald Gallinghouse, U.S. Attorney for the Eastern District of Louisiana.

This office stands ready to, without any admission that a violation has occurred, to work with you in attempting to correct the situation by informal methods. We shall await your response.

Yours very truly,

JOHN T. KEYS, JR.

JTK/vtb
cc: Mr. Gerald Gallinghouse

7804071873

THE LAW OFFICE OF
John T. Keys, Jr.
2701 Houma Boulevard
Metairie, Louisiana 70002

FEDERAL ELECTION COMMISSION
NOV 14 AM 9:09

7804007107

Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

Attention: Mr. Andrew Athy, Jr.

FEDERAL ELECTION COMMISSION
WASHINGTON, DC 20463

TO: MUR 337 DATE: 11-8-77

FROM: Elissa T. Garr

- [ ] APPROVAL
- [ ] AS REQUESTED
- [ ] CONCURRENCE
- [ ] CORRECTION
- [ ] FILING
- [ ] FULL REPORT
- [x] HANDLE DIRECT
- [ ] ANSWER OR ACKNOWLEDGE ON OR BEFORE _____
- [ ] PREPARE REPLY FOR THE SIGNATURE OF _____
- [ ] IMMEDIATE ACTION
- [ ] INITIALS
- [ ] NECESSARY ACTION
- [ ] NOTE AND RETURN
- [ ] PER OUR CONVERSATION
- [ ] PER TELEPHONE CONVERSATION
- [ ] RECOMMENDATION
- [ ] SEE ME
- [ ] SIGNATURE
- [ ] YOUR COMMENT
- [ ] YOUR INFORMATION
- [ ]

REMARKS:

Letter to Don Teel was returned because of inaccurate street name.

Resent to :
901 Zinnia Street

On 11-8-77

7 8 0 0 7 1 0 0 8

GPO 918-445

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

RETURNED TO SENDER

PERSON CHECKED
Unclaimed ____ Refused ____
Addressee unknown ____
Insufficient Address ____
No such street ____
No such office in state ____ number ____
Do not reseal in this envelope

NO SUCH STREET NUMBER

Mr. Don Teel
901 Zinnia Street
New Orleans, Louisiana

Not in Directory

POSTAGE AND FEES PAID

U.S.MAIL

CERTIFIED
438239

AMERICA'S REVOLUTION BICENTENNIAL 1776-1976

7 8 4 0 7 1 8 7 6

LCC 1979
NEW

Donald Smith Moffatt

RECEIVED
FEDERAL ELECTION
COMMISSION

'77 NOV 7 AM 10:30

November 4, 1977

Mr. Andrew Athy, Jr.
1325 K Street N.W.
Washington, D.C. 20463

Dear Mr. Athy:

It is my understanding after our conversation on November 1, 1977 that your intention is to forward a consiliation agreement to me which will reflect your understanding of the violation referred to in Mr. Oldaker's letter to me of October 14, 1977. In addition, this consiliation agreement will reflect certain consequences the Federal Election Commission feels are appropriate in view of the circumstances you are aware of.

As I mentioned, the U.S. Attorney's office in New Orleans is quite familiar with the total circumstances involving my participation in the Richard Tonry Campaign. I would like to respectfully request, and would sincerely appreciate, your office coordinating efforts with the U.S. Attorney's office, which would possibly make the necessity of my having to retain counsel to review the same information that we have gone over many times in the last several months.

Anything you can do in this connection will be greatly appreciated. If you need any additional information or I can be of any assistance whatsoever, please do not hesitate to contact me.

Sincerely,

Don Moffatt

Donald S. Moffatt

DSM/jb

cc: Mr. Gerald Gallinghouse
U.S. Attorney
500 S. Camp Street
New Orleans, Louisiana

7 8 0 4 0 0 7 1 8 7 7

2701 Houma Blvd. Suite A
Metairie, Louisiana 70002

RECEIVED
FEDERAL ELECTION
COMMISSION

'77 NOV 7 AM 10:26

Mr. Andrew Athy, Jr.
1325 K Street N.W.
Washington, D.C. 20463

7804007 8 7 8

FEDERAL ELECTION COMMISSION
WASHINGTON, DC 20463

TO: The file MUR 337 DATE: 11-3-77

FROM: Docket

- [ ] APPROVAL
- [ ] AS REQUESTED
- [ ] CONCURRENCE
- [ ] CORRECTION
- [ ] FILING
- [ ] FULL REPORT
- [ ] HANDLE DIRECT
- [ ] ANSWER OR ACKNOWLEDGE ON OR BEFORE _____
- [ ] PREPARE REPLY FOR THE SIGNATURE OF _____
- [ ] IMMEDIATE ACTION
- [ ] INITIALS
- [ ] NECESSARY ACTION
- [ ] NOTE AND RETURN
- [ ] PER OUR CONVERSATION
- [ ] PER TELEPHONE CONVERSATION
- [ ] RECOMMENDATION
- [ ] SEE ME
- [ ] SIGNATURE
- [ ] YOUR COMMENT
- [ ] YOUR INFORMATION
- [ ]

REMARKS:

Letter to Bobby Wayne Eidson was returned due to improper address.

Letter sent to new address:

Mr. Bobby Wayne Eidson
c/o William B. Matthews
2701 Houmer Blvd
Metairie, Louisiana 70002

7804020718

GPO 918-445

DCC 1988

RECEIVED
FEDERAL ELECTION
COMMISSION

'77 NOV 7 AM 9:43

FC3235

October 31, 1977

Federal Election Commission
1325 K Street N. W.
Washington, D.C. 20463

Attention: Mr. William C. Oldaker

RE: FILE MUR 337 (76)

Dear Mr. Oldaker:

I am responding to your letter of October 14, 1977, in which communication you advised me that I had somehow violated the Federal Election Commission law. I previously submitted to the Federal Election Commission my affidavit stating that I in no way intended to make any contributions to the Tonry for Congress Campaign. I have known Richard A. Tonry since birth, as his parents and I are very close friends. Mr. Tonry came to me during his campaign and asked that I secure for him a loan in the amount of $15,000.00. At that time he advised me that the Federal Election Commission had advised him that this was legal and proper and further that Mr. Tonry had made numerous loans in this manner prior to his asking me to make a loan. At that time I took Mr. Tonry to the Whitney Bank and co-signed a loan for him in the amount of $15,000.00. It was then, and remains my understanding that Mr. Tonry will repay in full the amount of $15,000.00. Further, Mr. Tonry has advised that he anticipates payment in full of this loan on or before March 1, 1978. I would like to point out an important fact in explaining why the loan has not been repaid at this time. Mr. Tonry is presently incarcerated at Maxwell Air Force Base, a Federal Prison Camp. Had Mr. Tonry not been incarcerated, I am sure that this obligation would have been fully paid by him prior to this time.

The only further information I can supply you regarding your contention that I violated Federal Election Commission law is simply that a young man that I have been close friends since birth, asked me to co-sign a loan, and I did. There was never any intention on my part to violate any law that I had knowledge of at that time.

Hoping this information will assist you in favorably concluding this matter.

Yours truly,

Lawrence Aiavolasiti

LAWRENCE AIAVOLASITI

7804007180

7804007188

Federal Election Commission
1325 K Street N. W.
Washington, D.C. 20463

77 NOV 7 AM 8:35

FEDERAL ELECTION
COMMISSION
WASHINGTON, D.C.

PM
2 NOV
1977

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

RCTB
10/14

POSTAGE AND FEES PAID

U.S.MAIL

Mr. Bobby Wayne Edison
4605 Lake Avenue
Metairie, Louisiana
Lake Como

MLNa

CERTIFIED
438235

EDIS605 70002
NOT DELIVERABLE AS ADDRESSED
-- UNABLE TO FORWARD

☒ Moved, no address
☐ No such number
☐ Moved, not forwardable
☐ Addressee unknown

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

8 0 4 0 0 7 1 8

MUR3376 AA

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☑ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Bobby Wayne Gidson
4405 Lake Ave
Metairie, La

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438235	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY | POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS
- ☑ Moved, left no address
- ☐ No such number
- ☐ Moved, not forwardable
- ☐ Addressee unknown

☆ GOE-1976-O-203-456

OCT 20 1977
7 8 0 7 1 8 8 3

DOC # 1933
NRN

(504) 733-2281

Bakers Service, Inc.
EQUIPMENT • SUPPLIES • DECORATIONS
P. O. BOX 10667 • JEFFERSON, LOUISIANA 70181

RECEIVED
FEDERAL ELECTION
COMMISSION
77 OCT 31 AM 9:22

October 26, 1977

Mr. William C. Oldaker
Federal Election Commission
1325 "K" Street N.W.
Washington, D. C. 20463

RE: MUR337 (76)

Dear Mr. Oldaker:

We are in receipt of your letter of October 14, 1977 concerning an alleged $5,000.00 loan and $25,000.00 endorsement in behalf of the Tonry Campaign Committee.

However, at no time did the writer loan or endorse notes in behalf of the Tonry Campaign Committee. I did, in fact, loan funds and endorse notes in behalf of my son, Richard A. Tonry. These funds were to be used in any fashion he desired. Whether or not they were in fact used in the Tonry Campaign was certainly his prerogative.

At this time, the writer would like to point out to the Commission that prior to any involvement of Richard A. Tonry in political activities, he solicited and did receive from me loans and endorsements for personal reasons. In addition, since his political activities he has solicited and received from me additional loans. All of the above were and are still believed to be a family matter.

I have never taken an active part in politics and certainly would be reluctant to advance funds as contributions to political campaigns. I have never and would never be reluctant to lend my son funds for any use he so desires.

Sincerely hoping this clears up any questions you have pertaining to this entire matter, I am,

Yours very truly,

R. G. Tonry

RGT/lw

7 8 0 4 0 0 7 1 8 8 4

Bakers Service, Inc.
EQUIPMENT • SUPPLIES • DECORATIONS
P. O. BOX 10667
JEFFERSON, LOUISIANA 70181

RECEIVED
FEDERAL ELECTION
COMMISSION

'77 OCT 31 AM 9:15

NEW ORLEANS LA. OCT 27 '77

U.S. POSTAGE 0.13

7804007108 5

Mr. William C. Oldaker
Federal Election Commission
1325 "K" Street N. W.
Washington, D. C. 20463

ACC 1923

(504) 733-2281

Bakers Service, Inc.
EQUIPMENT • SUPPLIES • DECORATIONS
P. O. BOX 10667 • JEFFERSON, LOUISIANA 70181

RECEIVED FEDERAL ELECTION COMMISSION
77 OCT 31 AM 9:22

October 26, 1977

703167

Mr. William C. Oldaker
Federal Election Commission
1325 Kay Street N.W.
Washington, D. C. 20463

RE: MUR337 (76)

Dear Mr. Oldaker:

We are in receipt of your letter of October 14, 1977 concerning an alleged $5,000.00 loan and $25,000.00 endorsement in behalf of the Tonry Campaign Committee.

However, at no time did the writer loan or endorse notes in behalf of the Tonry Campaign Committee. I did, in fact, loan funds and endorse notes in behalf of my brother, Richard A. Tonry. These funds were to be used in any fashion he desired. Whether or not they were in fact used in the Tonry Campaign was certainly his prerogative.

At this time, the writer would like to point out to the Commission that prior to any involvement of Richard A. Tonry in political activities, he solicited and did receive from me loans and endorsements for personal reasons. In addition, since his political activities he has solicited and received from me additional loans. All of the above were and are still believed to be a family matter.

I have never taken an active part in politics and certainly would be reluctant to advance funds as contributions to political campaigns. I have never and would never be reluctant to lend my brother funds for any use he so desires.

Sincerely hoping this clears up any questions you have pertaining to this entire matter, I am,

Yours very truly,

G. P. Tonry

GPT/lw

7 8 0 4 0 0 7 1 8 3 6

Bakers Service, Inc.
EQUIPMENT • SUPPLIES • DECORATIONS
P. O. BOX 10667
JEFFERSON, LOUISIANA 70181

RECEIVED
FEDERAL ELECTION
COMMISSION

'77 OCT 31 AM 9:15

NEW ORLEANS LA. OCT 27 '77

U.S. POSTAGE $0.13

Mr. William C. Oldaker
Federal Election Commission
1325 "K" Street N. W.
Washington, D. C. 20463

7804007187

LCC 1944

Stephen R. Perez

ATTORNEY AT LAW
AND
NOTARY PUBLIC

POST OFFICE BOX 91
CHALMETTE LOUISIANA 70044
504/271 4184 24 HOURS

R
FEDER
CO
'77 OCT 3 4:10

October 25, 1977

703176

Mr. Andrew Athy, Jr.
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

Re: MUR 337 (76)

Dear Mr. Athy:

I am writing you in regard to a letter I received from Mr. William C. Oldaker, a copy of which is attached hereto and which is self-explanatory.

I wish to point out to you, number one, that I did not loan $5,000.00 to the Tonry Campaign Committee and number two, that I did not loan $5,000.00 to Richard A. Tonry. The fact of the matter is that I did sign as co-maker with Richard A. Tonry a promissory note in the sum of $5,000.00 to the First National Bank of St. Bernard. This was a ninety (90) day note and it was signed sometime, I believe, in July or August of 1976. There were no restrictions placed on the use of the proceeds of this loan by me and I signed merely as an accomodation to Richard A. Tonry and he was free to use these funds for any purposes he saw fit.

I wish to further point out that I am no longer obligated on this note as it has been satisfied by Mr. Tonry.

Very truly yours,

STEPHEN R. PEREZ

SRP/jc
Certified, Return
Receipt Requested
Enclosure (1)

7 8 0 4 0 0 7 1 8 8 8

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Stephen R. Perez
9061 W. Judge Perez Drive
Chalmette, Louisiana 70043

Re: MUR 337 (76)

Dear Mr. Perez:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1)(A) when you loaned $5,000 to the Tonry Campaign Committee.

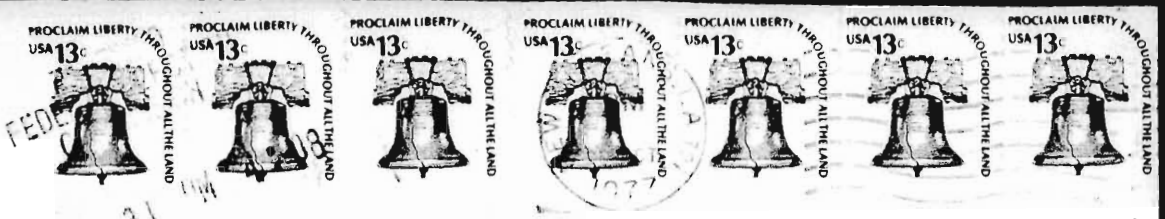
Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Anthony Litty, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

7 9 0 4 0 7 1 8 3 3

STEPHEN R. PEREZ
Attorney at Law
Post Office Box 91
Chalmette, La. 70044



CERTIFIED
No. 737660
MAIL

CERTIFIED, RETURN
RECEIPT REQUESTED

Mr. Andrew Athy, Jr.
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

7 9 0 4 0 0 7 1 8 9 0

DCC# 1876

Tonry, Mumphrey & D'Antonio
Attorneys at Law
9061 W. Judge Perez Drive
Post Office Box 32
Chalmette, Louisiana 70044

Richard A. Tonry
J. Wayne Mumphrey
Guy J. D'Antonio, II
Stephen R. Perez
Nunzio S. Cusimano, Jr.
James C. Wilbert
Wayne J. McDougall

Telephone
504/271-0471
504/271-4184

RECEIVED FEDERAL ELECTION COMMISSION
'77 OCT 25 AM 10:25

October 20, 1977

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

RE: MUR 337 (76)

Dear Mr. Oldaker:

Inadvertently one of our office staff secured from the U.S. Post Office in Chalmette, a certified letter directed to Richard A. Tonry, 9061 W. Judge Perez Drive, Chalmette, Louisiana, regarding MUR 337 (76). No one on our staff, including myself, is authorized to accept communications or represent Mr. Tonry.

Mr. Tonry has advised me that should you wish to direct any communication regarding him or his congressional campaign he would appreciate if you would contact him directly at Dorm "C", Maxwell Air Force Base, Alabama 36112.

I am enclosing with this communication your letter to Mr. Tonry.

Cordially,

J. Wayne Mumphrey

J. WAYNE MUMPHREY

JWM/dj
Enclosure

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Richard Tonry
9061 W. Judge Perez Drive
Post Office Box 32
Chalmette, Louisiana 70046

Re: MUR 337 (76)

Dear Mr. Tonry:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you committed a violation of 2 U.S.C. §441a(f) when you received loans in excess of the limitation of 2 U.S.C. §441a(a)(1)(A) from Robert Berthelot, Donald Zimmer, Don Teel, Donald Moffatt and Bobby Wayne Edison and further found reason to believe that a similar violation was committed when you received loans from Stephen R. Perez, J. Wayne Mumphrey, G. P. Tonry, Donald Tudury, R. G. Tonry, Guy D'Antonio, II, and Charles Trentacosta.

Having so found reasonable cause to believe the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please have your representative contact us in this regard.

In addition, the Commission has found reason to believe that you violated 2 U.S.C. §441a(f) when you accepted the proceeds of a $25,000 loan from J. Wayne Mumphrey which loan was guaranteed by R. G. Tonry and G. P. Tonry and reason to believe you committed a violation of §441a(f) when you accepted the proceeds of a $15,000 loan co-signed by L. J. Aivalasiti. With respect to these matters you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal material which you deem relevant to these loans.

The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4530).

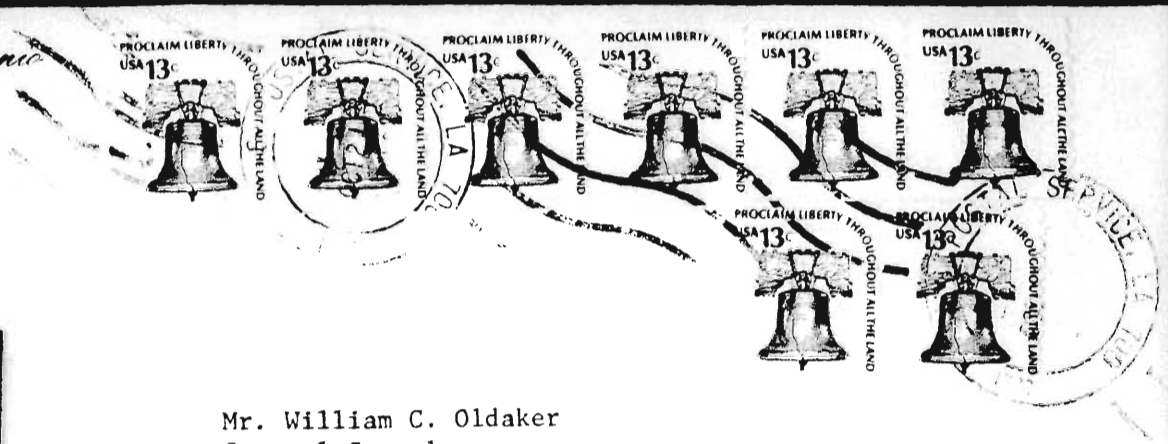
Sincerely yours,

William C. Oldaker
General Counsel

7804007189 2

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

Tonry, Mumphrey & D'Antonio
Attorneys at Law
9061 W. Judge Perez Drive
Post Office Box 32
Chalmette, Louisiana 70044



CERTIFIED
No. 737788
MAIL

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Mr. William C. Oldaker
General Cousel
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

Return Receipt Requested.

DOC 1879

Tonry, Mumphrey & D'Antonio

Attorneys at Law

9061 W. Judge Perez Drive
Post Office Box 32
Chalmette, Louisiana 70044

Richard A. Tonry
J. Wayne Mumphrey
Guy J. D'Antonio, II
Stephen R. Perez
Nunzio S. Cusimano, Jr.
James C. Wilbert
Wayne J. McDougall

Telephone
504/271-0471
504/271-4184

RECEIVED
FEDERAL ELECTION COMMISSION
OCT 25 10:32

October 20, 1977

Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

Attention: Mr. Andrew Athay

Re: MUR 337 (76)

Dear Mr. Athay:

Pursuant to our telephone conversation of this date, I submit the following as reply to the communication of William C. Oldaker, General Counsel, of October 14, 1977 relative to the above cited investigation.

In Mr. Oldaker's communication of October 14, 1977, reference was made to two loans in the amounts of $5,000.00 and $25,000.00 respectively, made by me for the benefit of the Tonry for Congress Campaign Committee.

First, let me state that I did not loan any amounts to the committee. I did secure credit in the amount of $30,000 for the committee. I did that only after first being advised by Guy J. D'Antonio, II, the committee treasurer, that he had secured approval from the F.E.C. for such transactions. I also personally talked with State Representative Charles Grisbaum of Louisiana, who advised me that in his congressional campaign against Congressman Treen of Louisiana in 1974 that he financed his campaign by using the exact method used by us in securing the loans for the Tonry for Congress Campaign Committee. I suggest that you audit Mr. Grisbaum's committee reports, and it should reflect the same data contained on the Tonry for Congress Committee reports. Furthermore, my total contributions to the Tonry for Congress Campaign Committee amounted to $265.00, even though my wife and I could have contributed $2,000.00 per primary, or a total of $8,000.00 for four primaries. If I was attempting to circumvent Title 2 U.S.C., I am sure that I would have first made contributions in the amount of $8,000.00.

The loans referred to in Mr. Oldaker's communication of October 14, 1977 have been maintained by the Tonry for Congress Campaign Committee since their inception. Interest payments and principal reduction have been accomplished by the committee. I have personally not contributed one cent to either principal or interest on any loans.

7804007189 1

In August of 1977, former Congressman Tonry, in attempting to reconcile the posture of the Tonry Campaign Committee loans at the First National Bank of St. Bernard, renegotiated the following loans: J. Wayne Mumphrey--$5,000.00 and $25,000.00; Stephen R. Perez--$25,000.00; G.P. Tonry--$5,000.00; Donald Tudury--$5,000.00; R.G. Tonry--$5,000.00. The present posture of all loans made for the benefit of the Tonry for Congress Campaign Committee at the First National Bank of St. Bernard is that all loans at that institution have been combined into one note in the amount of $71,000.00 made and endorsed by Richard A. Tonry. All co-makers, endorsers and guarantors have been released by the First National Bank of St. Bernard.

I am also attaching for your benefit, a copy of a document dated July 1, 1977, which document represents the plea bargain agreement entered into by the representatives of the U.S. Attorney for the Eastern District of Louisiana and by Mr. Tonry, myself and our counsel, the plea bargain being approved by the Honorable Charles Schwartz, Jr., U.S. Judge, Eastern District of Louisiana. I refer you particularly to the following passage in paragraph 2 of that document:

> "The government agrees that if defendant Tonry's plea of guilty is accepted, the defendants will not be charged with any other federal violations relating to defendant Tonry's Congressional Campaign."

Therefore, I respectfully submit that the factual information supplied heretofore clearly demonstrates that at no time did I, Mr. Tonry, or any other loan guarantor intend or attempt to violate or circumvent the federal election laws under Title 2 U.S.C. Moreover, upon being apprised of the technical violations in securing the loans, former Congressman Tonry affirmatively attempted to reconcile the posture of the loans made for the benefit of the Tonry for Congress Campaign Committee with the federal election law. No one other than Richard A. Tonry is presently responsible for any of the loans secured for the benefit of the committee at the First National Bank of St. Bernard Parish. Further, I submit that the language heretofore quoted as contained in the plea bargain document dated July 1, 1977 estopps the Federal Election Commission or any other governmental agency from proceeding in any manner against Richard A. Tonry or myself.

Hoping that this information will allow you to bury as dead, once and for all MUR 337 (76), I remain,

Cordially,

J. Wayne Mumphrey

J. WAYNE MUMPHREY

7804007189 5

United States Department of Justice

UNITED STATES ATTORNEY
EASTERN DISTRICT OF LOUISIANA
NEW ORLEANS, LOUISIANA 70130

July 1, 1977

Honorable Charles Schwartz, Jr.
Judge, Eastern District of Louisiana

Re: U.S. versus Richard A. Tonry and John W. Mumphrey
Criminal Docket Number 77-260, Section "A"

Dear Judge Schwartz:

In compliance with the holding of Bryan v. United States, 492 F.2d 775, the government wishes to acknowledge the following agreement between the government and the defendants and their counsel.

The government has agreed that should the Court accept defendant Tonry's plea of guilty to Counts 1 through 4 of the Bill of Information, the government will request the Court to dismiss the Indictment as to defendants Tonry and Mumphrey at the time of sentencing. The government agrees that if defendant Tonry's plea of guilty is accepted, the defendants will not be charged with any other federal violations relating to defendant Tonry's Congressional campaign.

Defendant Tonry understands that other than the above-stated agreement, that he has not been promised anything with regard to sentencing.

Cornelius R. Heusel
First Assistant U. S. Attorney

John E. Hartzell
Counsel for Defendant Tonry

Daniel A. Bent
Assistant U. S. Attorney
Chief, Criminal Division

Richard A. Tonry - Defendant

Edward L. Baldwin
Counsel for Defendant Mumphrey

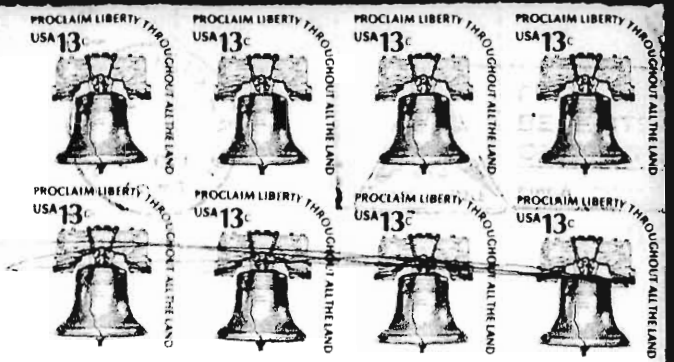
John W. Mumphrey - Defendant

7804007189 6

Torry, Mumphrey & D'Antonio
Attorneys at Law
9061 W. Judge Perez Drive
Post Office Box 32
Chalmette, Louisiana 70044

RECEIVED
FEDERAL ELECTION
COMMISSION

'77 OCT 25 AM 10:32



7 8 0 4 0 0 7 1 8 0

CERTIFIED
No. 737786
MAIL

RETURN RECEIPT
REQUESTED

Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

G. P. Tonry
4745 River Road
Jefferson Parish, Louisiana

Re: MUR 337 (76)

Dear Mr. Tonry:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1)(A) when you loaned $5,000 to the Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this respect.

In addition the Commission has found reason to believe a violation of 2 U.S.C. §441a(a)(1)(A) was committed by you when you guaranteed for the benefit of the Tonry Committee $25,000 from the First National Bank of St. Bernard Parish. With respect to this finding you have an opportunity to show that no action should be taken against you. Please submit any legal or factual information which you believe will be relevant to the Commission's analysis of this matter. Your response should be submitted within ten days of receipt of this letter.

If you have any questions please call Andrew Athy, Jr. (telephone No. 202/523-4529), the attorney assigned to this matter.

Sincerely yours,

William C. Oldaker
General Counsel

7804007189 8

MUR 337 AG

P3 Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☑ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
D P Tonry
Jefferson Parish, Louisiana

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	138237	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☑ Addressee ☐ Authorized agent
D P Tonry
By L Wilt

4. DATE OF DELIVERY
10/21/77

POSTMARK

5. ADDRESS (Complete only if requested)
308 Main St

6. UNABLE TO DELIVER BECAUSE:
OCT 21 1977

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Mr. J. Wayne Mumphrey
906 W. Judge Perez Drive
Chalmette, Louisiana 70043

Re: MUR 337 (76)

Dear Mr. Mumphrey:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1)(A) when you loaned $5,000 to the Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this respect.

In addition the Commission has found reason to believe a violation of 2 U.S.C. §441a(a)(1)(A) was committed by you when you borrowed for the benefit of the Tonry Committee $25,000 from the First National Bank of St. Bernard Parish. With respect to this finding you have an opportunity to show that no action should be taken against you. Please submit any legal or factual information which you believe will be relevant to the Commission's analysis of this matter. Your response should be submitted within ten days of receipt of this letter.

If you have any questions please call Andrew Athy, Jr. (telephone No. 202/523-4529), the attorney assigned to this matter.

Sincerely yours,

William C. Oldaker
General Counsel

7804007190 0

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

MUR 337 AA

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☑ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
J. Wayne Murphy
904 W. Judge Perez Dr.
Chalmette, Louisiana

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438245	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY 10/18/77

POSTMARK CHALMETTE OCT 18

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

7804007190 1

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Mr. Guy D'Antonio
9061 W. Judge Perez Drive
Chalmette, Louisiana 70043

Re: MUR 337 (76)

Dear Mr. D'Antonio:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1)(A) when you loaned $5,000 to the Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeaveor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

7804007190 2

MUR 337 AA

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☑ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Guy Dilantonio
9081 W. Judge Perez Dr.
Chalmette, La. 70043

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438246	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY
12/19/77

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

R. Gordon Tonry
4745 River Road
Jefferson Parish, Louisiana

Re: MUR 337 (76)

Dear Mr. Tonry:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1)(A) when you loaned $5,000 to the Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this respect.

In addition the Commission has found reason to believe a violation of 2 U.S.C. §441a(a)(1)(A) was committed by you when you guaranteed for the benefit of the Tonry Committee $25,000 from the First National Bank of St. Bernard Parish. With respect to this finding you have an opportunity to show that no action should be taken against you. Please submit any legal or factual information which you believe will be relevant to the Commission's analysis of this matter. Your response should be submitted within ten days of receipt of this letter.

If you have any questions please call Andrew Athy, Jr. (telephone No. 202/523-4529), the attorney assigned to this matter.

Sincerely yours,

William C. Oldaker
General Counsel

7804007190 4

MUR 337 AA

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☑ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
R. Gordon Gonry
4745 River Rd.
Jefferson Parish, La.

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438238	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☑ Addressee ☐ Authorized agent

4. DATE OF DELIVERY
10/21/77

POSTMARK

5. ADDRESS (Complete only if requested)
308 Main St.

6. UNABLE TO DELIVER BECAUSE:
OCT 21 1977

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

7804007 1905

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Stephen R. Perez
9061 W. Judge Perez Drive
Chalmette, Louisiana 70043

Re: MUR 337 (76)

Dear Mr. Perez:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1)(A) when you loaned $5,000 to the Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeaveor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

7804007190 6

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

MUR 337 AA

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☑ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Stephen Perry
3001 W. Judge Perez Dr.
Chalmette, La. 70043

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438247	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY
10/19/77

POSTMARK
CHALMETTE LA. OCT 19 1977

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Richard Tonry
9061 W. Judge Perez Drive
Post Office Box 32
Chalmette, Louisiana 70046

Re: MUR 337 (76)

Dear Mr. Tonry:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you committed a violation of 2 U.S.C. §441a(f) when you received loans in excess of the limitation of 2 U.S.C. §441a(a)(1)(A) from Robert Berthelot, Donald Zimmer, Don Teel, Donald Moffatt and Bobby Wayne Edison and further found reason to believe that a similar violation was committed when you received loans from Stephen R. Perez, J. Wayne Mumphrey, G. P. Tonry, Donald Tudury, R. G. Tonry, Guy D'Antonio, II, and Charles Trentacosta.

Having so found reasonable cause to believe the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please have your representative contact us in this regard.

In addition, the Commission has found reason to believe that you violated 2 U.S.C. §441a(f) when you accepted the proceeds of a $25,000 loan from J. Wayne Mumphrey which loan was guaranteed by R. G. Tonry and G. P. Tonry and reason to believe you committed a violation of §441a(f) when you accepted the proceeds of a $15,000 loan co-signed by L. J. Aivalasiti. With respect to these matters you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal material which you deem relevant to these loans.

The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4530).

Sincerely yours,

William C. Oldaker
General Counsel

7804007190B

MUR 337 AA

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

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- ☑ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:

Richard Tonry
8061 W. Judge Perez Dr.
PO Box 32 Chalmette, La 70043

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438248	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY 10/19/77

POSTMARK OCT 19 1977

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Laurence J. Aiavalasiti
5631 Vermillion Boulevard
New Orleans, Louisiana 70129

Re: MUR 337 (76)

Dear Mr. Aiavalasiti:

This is to notify you that the Federal Election Commission has found reason to believe that you committed a violation of 2 U.S.C. §441a(a)(1)(A) when you co-signed a note in the amount of $15,000, the proceeds of which went to Tonry Campaign Committee.

With respect to this finding, you have an opportunity to demonstrate that no action should be taken against you. Accordingly, please submit any legal or factual information which you believe relevant to the Commission's analysis of this matter. Your response should be submitted within ten days of receipt of this letter.

If you have any questions, please contact Andrew Athy, Jr. (telephone No. 202/523-4530) the attorney assigned to this matter.

Sincerely yours,

William C. Oldaker
General Counsel

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MUR 337 AR

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☑ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Lawrence Arvalasiti
5631 Vermillion Blvd
New Orleans La 70124

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	43824	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Mr Lawrence Arvalasiti

4. DATE OF DELIVERY
10-20-77

POSTMARK
OCT 20 1977

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Mr. Donald G. Tudury
2801 N. Robertson Street
New Orleans, Louisiana 70117

Re: MUR 337 (76)

Dear Mr. Tudury:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1)(A) when you loaned $5,000 to the Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeaveor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

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AMERICAN REVOLUTION BICENTENNIAL 1776-1976

7 8 0 4 0 0 7 1 9 1 3

MUR 337 AA

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

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- ☐ Show to whom and date delivered..... 15¢
- ☑ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Donald Tudury
2801 N. Robertson St.
New Orleans La 70117

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438241	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Donald J. Tudury

4. DATE OF DELIVERY

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Mr. Donald Zimmer
3229 Napoleon Avenue
New Orleans, Louisiana

Re: MUR 337 (76)

Dear Mr. Zimmer:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you violated 2 U.S.C. §441a(a)(1) and §441a(f) when you obtained a loan of $8,000 from the First Progressive Bank of Louisiana and the proceeds of $8,000 loans obtained by three other individuals all for the benefit of the Tonry Committee.

Having found reasonable cause to believe a violation has occurred, the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods.

Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4530).

Sincerely yours,

William C. Oldaker
General Counsel

7804007191 4

MUR 337 AA

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☑ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Donald Zimmer
3229 Napoleon Dr.
New Orleans, La.

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	938240	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY
10 OCT 77

POSTMARK
NEW ORLEANS, LA. MAIN OFFICE
OCT 28 1977
USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Mr. Don Teel
901 Linnia Street
New Orleans, Louisiana

Re: MUR 337c (76)

Dear Mr. Teel:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1) when you transferred through Donald Zimmer the proceeds of an $8,000 loan from the First Progressive Bank of Metairie, Louisiana to the Richard Tonry Campaign.

Having found reasonable cause to believe a violation has occurred, the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

7804007191 6

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Mr. Bobby Wayne Eidson
4605 Lake Avenue
Metairie, Louisiana

Re: MUR 337c (76)

Dear Mr. Eidson:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1) when you transferred through Donald Zimmer the proceeds of an $8,000 loan from the First Progressive Bank of Metairie, Louisiana to the Richard Tonry Campaign.

Having found reasonable cause to believe a violation has occurred, the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

7804007191 7

7 8 0 4 0 0 7 1 9 1 8

337-AA

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☑ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO: Bobby W. Eidson
c/o Wm. B. Matthews
2701 Houmer Blvd.
Metairie, Louisiana 70002

3. ARTICLE DESCRIPTION:

REGISTERED NO	CERTIFIED NO.	INSURED NO.
	438455	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Kathy Arcana

4. DATE OF DELIVERY 11-10

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Mr. Donald S. Moffatt
5024 Bissonet Drive
New Orleans, Louisiana

Re: MUR 337c (76)

Dear Mr. Moffatt:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1) when you transferred through Donald Zimmer the proceeds of an $8,000 loan from the First Progressive Bank of Metairie, Louisiana to the Richard Tonry Campaign.

Having found reasonable cause to believe a violation has occurred, the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

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7 8 0 4 0 0 7 1 9 2 0

MUR 337 (AA)

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
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- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Donald S. Moffatt
5024 Bissonet Dr
New Orleans, La.

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	938243	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☑ Addressee ☐ Authorized agent

Donald S. Moffatt

4. DATE OF DELIVERY
10/31/77

POSTMARK
HAMMONDSVILLA OCT 31 1977

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS
EIH

☆ GOP: 1976—O-203-456

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Mr. Robert C. Berthelot
8909 West Judge Perez Avenue
Chalmette, Louisiana

Re: MUR 337 (76)

Dear Mr. Berthelot:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you violated §441a(a)(1) when a loan of $25,000 co-signed by you from Gulf South Bank was forwarded to the Richard Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violations by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

7804007192 1

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

MUR 337 AA

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
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- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Robert Berthelot
8909 W Judge Perez Dr.
Chalmette, LG.

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438244	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

X J. Berthelot

4. DATE OF DELIVERY

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1979—O-283-456

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Mr. Charles G. Trentacosta
34 Carolyn Court
Avabi, Louisiana 70032

Re: MUR 337 (76)

Dear Mr. Trentacosta:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1)(A) when you loaned $5,000 to the Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeaveor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

7804007192 3

MUR 337 AA

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1., 2., and 3.
Add your address in the "RETURN TO" space on reverse.

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- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Charles Trentacosta
34 Carolyn Court
Avoki, La. 70032

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438236	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Mrs. Charles Trentacosta
Mrs. Charles Trentacosta

4. DATE OF DELIVERY
10/27/77

POSTMARK
OCT 27 1977

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

☆ GPO: 1976—O-203-456

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Richard Tonry)

MUR 337, 337(A), 337(B), 337(C)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on October 6, 1977, the Commission determined by a vote of 6-0 to take the following actions:

1. To find Reasonable Cause to Believe that Stephen R. Perez, J. Wayne Mumphrey, G. P. Tonry, Donald G. Tudury, R. G. Tonry, Guy J. D'Antonio II, and Charles Trentacosta are in violation of 2 U.S.C. Section 441a(a)(1)(A) in connection with the $5,000 loans from each individual to the Tonry Committee;

2. To find Reasonable Cause to Believe that Robert Berthelot is in violation of 2 U.S.C. Section 441a(a)(1)(A) in connection with a $25,000 loan to the Tonry Committee;

3. To find Reasonable Cause to Believe that Donald Zimmer, Don Teel, Donald Moffatt, and Bobby Wayne Eidsen are in violation of 2 U.S.C. Section 441a(a)(1)(A) in connection with their $8,000 loans to the Tonry Committee, and Reasonable Cause to Believe that Donald Zimmer is in violation of 2 U.S.C. Section 441a(f) in connection with his receipt of these loans;

4. To find Reason to Believe that J. Wayne Mumphrey, R. G. Tonry, G. P. Tonry and L. J. Aiavalasiti are in violation of 2 U.S.C. Section 441a(a)(1)(A) in connection with their guarantee of the $25,000 loan to the Tonry Committee;

5. To find Reasonable Cause to Believe that Richard G. Tonry is in violation of 2 U.S.C. Section 441a(f) for the Berthelot loan and the $8,000 loans from Zimmer and associates, and find Reason to Believe that Richard G. Tonry is in violation of 2 U.S.C. Section 441a(f) for each of the $5,000 loans, the Mumphrey loan co-signed with R. G. Tonry and G. P. Tonry for $25,000 and the Aiavalasiti loan of $15,000;

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6. To enter into conciliation efforts with each of the respondents, each conciliation agreement to contain provisions for a civil penalty not to exceed an amount equal to the amount of the violation.

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

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#286

FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

MEMORANDUM

To: William C. Oldaker
General Counsel

From: Thomas J. Cooper

Date: October 5, 1977

Subject: Notice of possible conflict of interest or appearance thereof regarding MUR 337(76)

I wish at this time to notify you that prior to my employment in the Commission I was engaged in the consideration of matters that bear on the subject matter of the above captioned MUR.

For the above stated reason, I wish to inform you in your role as Ethics Counselor that I shall refrain from discussing any aspects of this MUR with any Commission employee. I have made this decision in order to eliminate any appearance of a conflict of interest.

Naturally, 2 U.S.C. 437g already imposes a confidentiality restriction on me with respect to communications with persons outside the Commission.

I respectfully request that this notice be made part of the record of MUR 337(76).

Thank you for your attention in this matter.

7804007192 7

The Washington Post 7-29-77

Doc file

United Press International

Tonry walks to U.S. District Court in New Orleans, where he was sentenced for election law violations.

Tonry Sentenced To Prison, Fined In Election Fraud

NEW ORLEANS, July 28 (UPI)—Former Rep. Richard Tonry (D-La.), who resigned his seat to fight charges that he fraudulently won a close Democratic primary election, today was sentenced to one year in prison and fined $10,000 for violating federal election laws.

Tonry showed no emotion as U.S. District Judge Charles Schwartz read the sentence.

He was also given three years' inactive probation, during which he cannot run for public office nor participate in politics.

A former Jesuit seminarian, Tonry pleaded guilty July 1 to four misdemeanors charging him with receiving illegal campaign contributions, consipiring to receive illegal contributions and promising favors in return for contributions.

A federal grand jury originally indicted Tonry for 10 election violations, including two felonies, but most of those charges were dropped in return for the guilty plea, as were a series of similar charges against Tonry's law partner, J. Wayne Mumphrey.

Tonry was a freshman state representative when he surprised political observers last summer by finishing second among a field of eight in a Democratic primary to succeed retiring Rep. F. Edward Hebert, who served in Congress longer than anyone from Louisiana.

Former New Orleans Councilman James Moreau got twice as many votes as Tonry in the first primary, but lost by 184 votes in a Democratic runoff last Oct. 2. It was that runoff which led to Tonry's indictment.

While Moreau was in court challenging the results of the runoff, Tonry went on to defeat Republican Robert Livingston and Independent ex-Rep. John Rarick in the Nov. 2 general election.

After Tonry was seated in Congress Jan. 4, he spent most of his time battling charges of vote fraud. The growing pressure forced him to resign May 4, but he urged his fellow legislators to "keep my seat warm" and said he would return to Washington after a new election.

The New York Times 7-29-77

Ex-Rep. Tonry Gets a Year in Jail

NEW ORLEANS, July 28 (UPI)—Former Representative Richard A. Tonry, who once urged fellow members of Congress to "keep my seat warm" while he answered charges of fraudulently winning a Democratic primary, was sentenced today to a year in prison and was fined $10,000 for violating Federal election laws.

The sentence included a three-year inactive probation period in which he can neither run for office nor participate in politics.

"Although they are misdemeanors, I believe the criminal acts to which you pled guilty are serious and should not be taken lightly by anyone in public office," Federal District Judge Charles Schwartz told Mr. Tonry. The judge set no date for him to begin the prison term but told him to surrender within a reasonable period.

Mr. Tonry, uncharacteristically subdued, later told reporters that he was a victim of machine politics and was "surprised by the sentence."

"I'm sorry to hear the sentence," the former Jesuit seminarian said. "I didn't expect it."

In a plea-bargaining agreement just before his scheduled July trial, Mr. Tonry pleaded guilty to four misdemeanors, including the acceptance of illegal campaign contributions and the promising of political favors.

In return, the Justice Department dropped six other counts, including two felonies, against him and eight charges against J. Wayne Humphrey, his law partner and campaign manager.

Mr. Tonry, 42 years old, was a Chalmette, La., state legislator when he stunned political circles last summer by finishing second in an eight-man Democratic primary race.

He then defeated the favorite, James Moreau, in an October runoff. He easily won over a token Republican candidate in the November election to succeed retired Representative F. Edward Hebert.

His margin of victory in the runoff was 184 votes, and Mr. Moreau accused Mr. Tonry's supporters of casting illegal ballots. A Federal investigation substantiated Mr. Moreau's charges, and two dozen poll officials in Mr. Tonry's home area pleaded to guilty to casting more than 400 fraudulent votes.

Mr. Tonry remained in office until House committee verified the vote fraud. He resigned from Congress May 4.

United Press International

Former Representative Richard Tonry outside New Orleans court house yesterday before sentencing.

The Wall Street Journal 7-29

Tonry Gets One Year, Fine for Violating Laws Of Campaign Finance

NEW ORLEANS (AP) — Former Congressman Richard A. Tonry, who pleaded guilty to violations of federal campaign financing laws, was sentenced to one year in prison and fined $10,000.

"I don't want this punishment to amount to a slap on the wrist," said federal district Judge Charles Schwartz Jr.

Tonry had pleaded guilty to four misdemeanor counts charging him with seeking individual campaign contributions exceeding $1,000 and with promising jobs to two big contributors. In return for his plea, more serious felony charges were dismissed.

Tonry resigned from Congress last May during a growing scandal over fraud in the Democratic primary that gave him the nomination by 184 votes last October. He then ran to win his seat back "fair and square" and was defeated in the primary by 10,000 votes.

Judge Schwartz noted that the felony charges could have meant 13 years in prison and $170,000 in fines. But the negotiations for the lesser plea dropped the possible penalty to a maximum of four years.

September 30, 1977

MEMORANDUM TO: Marge Emmons

FROM: Elissa T. Garr

SUBJECT: MUR 337 Team #1

Please have the attached General Counsel's Report on MUR 337 distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of October 6, 1977.

Thank you.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of Richard Tonry	))	MUR 337, 337(A), 337(B), 337(C)

GENERAL COUNSEL's REPORT

I. Summary

This matter originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry. It involves assertions that the Tonry campaign has received a number of individual loans in excess of the $1,000 contribution limitation of 2 U.S.C. §441a(a)(1)(A); (the loans are virtually all unpaid and range, as noted in infra, from $5,000 to $25,000). In this report we recommend findings of reasonable cause to believe that violations of 2 U.S.C. §441a(a)(1)(A) and §441a(f) have been committed and recommend further findings of reason to believe that certain additional violations of 2 U.S.C. §441a(a)(1)(A) and §441a(f) have been committed. We are mindful that a number of the individuals named in this report have already been subject to criminal sanctions for violations arising out of certain of the facts noted herein, and suggest, as part of our recommendation, that the conciliation process assume a more lenient posture than might otherwise be expected in a case of this nature.

II. Evidence and Allegations

$5,000 Loans from Seven Individuals

Tonry Committee reports show individual $5,000 loans from Stephen R. Perez, J. Wayne Mumphrey, G. P. Tonry, Donald G. Tudury, R. G. Tonry, Guy J. D'Antonio II and Charles Trentacosta.

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Tonry claims that the money was immediately returned to the donors and did not become part of the campaign funds. Tonry who admits that Zimmer, his campaign fundraiser, was in receipt of the funds asserts that they were never transferred to his campaign and his plea to a conspiracy to violate §441a(a)(1)(A) does not include an admission that the funds were received by the committee (discussed infra).

Additional Evidence

Submissions and reports from the Tonry Committee provided additional information showing that two other excessive loans were received by the Committee. On a note guaranteed by G.P. Tonry, R.G. Tonry and Richard Tonry, J. Wayne Mumphrey borrowed $25,000 from the St. Bernard Parish Bank and forwarded the proceeds to the campaign. Additionally L.J. Aiavalasiti endorsed a $15,000 loan to Richard Tonry to be used by the Tonry Committee. Aiavalasiti submitted an affidavit in which he claims that the endorsement was merely to facilitiate the loan and that he never intended to contribute to the campaign. No prior findings have been made against Aiavalasiti.

The submissions also show that G.P. Tonry co-signed with Richard Tonry on a $10,000 rather than a $5,000 bank loan as originally reported and that J. Wayne Mumphrey endorsed the Perez loan.

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Upon request the Committee supplied the pertinent loan information and affidavits from each individual. The affiants claim that whereas it was anticipated that the Tonry Committee would repay the loan then they did not consider the loans to be contributions. None of the documents supplied attempt to dispute that the loans were made.

Robert Berthelot loan

The 30 day Post Election Report filed by the Rick Tonry Committee list two entries regarding Robert Berthelot. The first was a loan from the First National Bank of St. Bernard in the amount of $20,000 made by Robert Berthelot and co-signed by the candidate with a notation on the report stating "kept one day only. Refunded as unacceptable." The second is a loan from the Gulf South Bank in the amount of $25,000 made by the candidate and co-signed by Berthelot. No reason is given for returning one loan and maintaining the other.

$8,000-Loans from Zimmer and Associates

The indictment against Donald Zimmer and the information pleaded to by Tonry (discussed infra) established that four individuals, Donald Zimmer, Don Teel, Donald Moffatt and Bobby Wayne Eidsen borrowed $8,000 from the First Progressive Bank and on the same day Teel, Moffatt and Eidsen turned the money over to Zimmer who retained these loans and his own for the Tonry Campaign. These loans were not reported by the Tonry Committee.

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Department of Justice

After making its findings of reason to believe, the Commission honored a request from the U.S. Attorney in New Orleans to suspend its investigation until proceedings against Tonry by the Department of Justice were complete. Having so curtailed its investigation, the staff was prevented from developing independent evidence with respect to the matters alleged.

The proceeding against Tonry has resulted in a guilty plea by Tonry to a four count information. Two of the counts concern matters about which the Commission has made findings. These are a plea to a violation of §441a(f) for accepting the Berthelot loan and a plea to a charge of conspiring to violate §441a(a)(1)(A) in connection with the $8,000 individual loans from Zimmer et al. The other two counts were for violations of 18 U.S.C. 600 Sec. 2 which forbids promising consideration, favor, or reward for a political contribution. For these violations, Tonry was sentenced to two consecutive 6 month sentences.

The Justice Department also obtained a guilty plea from Zimmer for concealing information with respect to the $8,000 loans from the Grand Jury. For this Zimmer received a 4 month sentence.

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Analysis.

A. Seven Loans of $5,000

Stephen Perez, J. Wayne Mumphrey, Donald G. Tudury, R.G. Tonry, Guy J. D'Antonio II, Charles Trentacosta and G.P. Tonry all either made or co-signed obligations to the St. Bernard Bank & Trust for $5,000 ($10,000 in the case of G.P. Tonry) which proceeds were for the benefit of the Tonry Committee. Since each of these loans is in excess of the limitations of §441a(a)(1)(A), there is reasonable cause to believe that a violation of this section was committed. The explanation submitted by each individual that whereas they expected the Tonry Committee to repay the loans to the Bank and thus a contribution did not occur does not change the nature of these transactions. Neither does the appearance of Tonry's signature alter this treatment as §431(e)(5)(G) treats co-signors as contributors. Further having knowingly accepted these contributions in excess of the limits of §441a(a)(1)(A) it appears Tonry has committed a violation of §441a(f). Although the Commission has made no explicit finding in this regard the possibility of §441a(f) is plainly implicit in prior notices. We herewith recommend a finding of reason to believe on this issue but whereas it is already inherent in this matter it should be considered in the scope of conciliation.

B. $25,000 Loan from Berthelot

This loan was obtained from the bank on the signature of Robert Berthelot and Richard Tonry and was as in the instance

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of the $5,000 loans entered on the Tonry Committee reports. According to the provisions of 2 U.S.C. §431(e)(5)(G)(ii) loans shall be "considered a loan by each endorser on guarantor in that proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsors and guarantors." Thus this loan is considered to be a contribution by Berthelot to the candidate within the meaning of 2 U.S.C. §431(e)(1) in the amount of $12,500. Hence there is reasonable cause to believe that Berthelot violated 2 U.S.C. §441a(a)(1)(H) in making a contribution in excess of the limits set forth therein and that Tonry has violated §441a(f) for knowingly accepting a contribution in excess of the limits of §441a(a)(1)(A).

C. Loans from Zimmer and Associates

The information to which Tonry pleaded guilty supports a Commission finding that there is resonable cause to believe violations were committed when Don Teel, Donald Moffatt, Bobby Wayne Eidsen each borrowed $8,000 on the same occasion. According to his own admission in his guilty plea, Tonry conspired with those individuals to secure these funds for this campaign. The available evidence suggests the funds were returned to donors soon after they were received by Zimmer for the Tonry campaign. Regardless, there is reasonable cause to believe that the four individuals violated 2 U.S.C. §441a (a)(1)(A) and that Tonry and Zimmer violated §441a(f).

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D. Recommendation based on Additional Evidence

Based on the documents submitted by the Tonry Committee, it appears that two other excessive loans or contributions were received by the Tonry Committee. J. Wayne Mumphrey borrowed $25,000 from the First National Bank of St. Bernard for the campaign. This loan was guaranteed by G. P. Tonry and R. G. Tonry. Thus, there is reason to believe that Mumphrey, G. P. Tonry and R. G. Tonry have violated 2 U.S.C. 441a(a)(1)(A) and that Tonry has violated 2 U.S.C. §441a(f) in accepting these excessive contributions. The additional submissions also show that L. J. Aiavalasiti co-signed on a $15,000 loan for which the proceeds were transferred to the campaign as a loan from Tonry. Based on the reasoning previously set forth, this information gives reason to believe that a violation of 2 U.S.C. §441a(a)(1)(A) was committed by Aiavalasita and a violation of §441a(f) was again committed by Tonry.

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Summary of Recommendations

1. Stephen P. Perez, J. Wayne Mumphrey, G. P. Tonry, Donald G. Tudury, R. G. Tonry, Guy J. D'Antonio II, Charles Trentacosta -- determination of reasonable cause to believe as to 2 U.S.C. §441a(a)(1)(A).

2. Robert Berthelot -- determination of reasonable cause to believe as to 2 U.S.C. §441a(a)(1)(A).

3. Donald Zimmer, Don Teel, Donald Moffatt, Bobby Wayne Eidsen -- determination of reasonable cause to believe as to 2 U.S.C. §441a(a)(1)(A); additionally, reasonable cause to believe as to §441a(f) by Zimmer.

4. J. Wayne Mumphrey, R. G. Tonry, G. P. Tonry and L. J. Aiavalasiti -- reason to believe as to §441a(a)(1)(A).

5. Richard G. Tonry -- reasonable cause to believe as to 2 U.S.C. §441a(f) for the Berthelot loan and the $8,000 loans from Zimmer and associates. Also, reason to believe as to 2 U.S.C. §441a(f) for each of the $5,000 loans, the Mumphrey loan co-signed with R. G. Tonry and G. P. Tonry for $25,000 and the Aiavalasiti loan of $15,000.

Since the facts underlying the apparent violations in this matter virtually all arise out of the Tonry election campaign, and since that campaign has already been the subject of an extensive Department of Justice investigation, followed by indictments of and guilty pleas by certain of the respondents herein, we believe that the conciliation process should merely involve an admission of a violation. We believe any further penalty, such as a fine or repayment of loans, would be improper in view of the criminal sanctions already imposed.

9/30/77
DATE

WILLIAM C. OLDAKER
GENERAL COUNSEL

CHARLES N. STEELE
ASSOCIATE GENERAL COUNSEL

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

8/23/97

Edwin K. Hall, Counsel
Senate Rules Committee
Room 310
Russell Senate Office Bldg.
Washington, D.C. 20510

Dear Mr. Hall:

At the suggestion of Bill Oldaker, I enclose papers from the Tonry District Court proceedings that involve questions as to the "exclusive primary jurisdiction" of the Federal Election Commission. The issue arose in the context of a motion to dismiss by defendants.

Please find enclosed the following:

1. Memorandum in support of Motion to Dismiss by Mr. Tonry;

2. Memorandum in Support of Government's Answer to Motion to Dismiss and Affidavit of Gerald Gallinghouse;

3. Supplemental Government Memorandum;

4. Supplemental Memorandum of Defendants;

5. Decision of Court;

6. Bill of Information of Government as to charges against Tonry, et al, and Summary of Record of Plea charges.

If you have any questions, I can be reach at 523-4529.

Sincerely,

David R. Spiegel
Assistant General Counsel

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4cc 722

DICKSTEIN, SHAPIRO & MORIN
2101 L STREET, N.W.
WASHINGTON, D.C. 20037
202 785-9700

BOSTON OFFICE
THREE CENTER PLAZA
BOSTON, MASSACHUSETTS 02108
617 227-7700

NEW YORK OFFICE
745 FIFTH AVENUE
NEW YORK, N.Y. 10022
212 832-1900

'77 JUN 22 PM 1:

June 22, 1977

BY HAND DELIVERY

771894

William Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

Dear Mr. Oldaker:

I have been authorized by John Martzell, Esquire of New Orleans, Louisiana, on behalf of former Congressman Richard A. Tonry to notify the Federal Election Commission that, pursuant to 2 U.S.C. §437g(a)(3)(B), Mr. Tonry requests that you provide the material called for in part "(a)" of the subpoena duces tecum served June 21, 1977, which calls for production of complaints made to the Commission.

Furthermore, I am similarly authorized to represent that your presence pursuant to the subpoena is not required and compliance will be deemed complete upon your delivery to this office of a certified copy of the subpoenaed documents by the close of business on Thursday, June 23, 1977.

Thank you for your cooperation in this matter.

Sincerely,

Judah Best

Judah Best

cc: John R. Martzell
Richard A. Tonry

7804071939

DICKSTEIN, SHAPIRO & MORIN
2101 L STREET, N.W.
WASHINGTON, D.C. 20037

RECEIVED
FEDERAL ELECTION
COMMISSION

77 JUN 22 P12:17

William Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

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MC 654

United States Department of Justice

UNITED STATES ATTORNEY
EASTERN DISTRICT OF LOUISIANA
NEW ORLEANS, LOUISIANA 70130

June 8, 1977

AIR MAIL

771799

Mr. Thomas E. Harris, Chairman
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

Dear Mr. Harris:

In response to the May 26, 1977 letter to us from Mr. William C. Oldaker, as FEC General Counsel, we are pleased to assure the members of the Federal Election Commission and your staff of our active cooperation in the FEC investigation of the 1976 federal election campaign of Mr. Richard A. Tonry.

We understand that Mr. David R. Spiegel, Deputy FEC Counsel, and other members of your FEC staff will be in New Orleans, Louisiana next week; and, my staff and I will arrange to confer with them at their convenience.

As our First AUSA Neil R. Heusel and I explained to Mr. Spiegel during our telephone conversation, we are proceeding with preparations for the July 5 trial of United States v. Richard A. Tonry and John W. Mumphrey (Criminal Action 77-260 D); and, we are anxious to avoid any activity or publicity that might be prejudicial to the prosecution or the defendants.

We respectfully request that the FEC suspend the investigation until the Tonry-Mumphrey trial is completed, which should be on or about July 15, or, in the alternative, that any proceedings, including depositions, relating to six material witnesses for the Government be deferred until the trial is ended.

These cooperative witnesses, Donald J. Zimmer, Glenn Donald Teel, Donald S. Moffatt, Bobby Wayne Eidson, John T. Keys, Jr. and Jennings L. Courville, have expressed to us their serious concerns about your FEC investigation. We are hopeful that the detailed information that we propose to make available to your FEC staff will obviate the taking of their depositions prior to the Tonry-Mumphrey trial.

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

We are confident that our staffs should be able to make mutually satisfactory arrangements to facilitate and expedite your FEC investigation without prejudice to the prosecution of the Tonry-Mumphrey case by the U. S. Department of Justice; and, we shall be prepared to review all matters with Mr. Spiegel and other members of your FEC staff immediately upon their arrival next week.

Respectfully yours,

Gerald J. Gallinghouse
United States Attorney
Eastern District of Louisiana

GJG:sr

cc: (1) Mr. William C. Oldaker
General Counsel
Federal Election Commission

(2) Mr. K. Eric Gisleson
Public Integrity Section
Criminal Division
U. S. Department of Justice

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FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

MCC # 597

LAW OFFICES

Keys & Matthews

2701 Houma Boulevard
Metairie, Louisiana 70002

Telephone
(504) 455-1800
Telex:
58-7471

John T. Keys, Jr.
William B. Matthews, Jr.

FEDERAL ELECTION COMMISSION
JUN 6 AM 10: 28

May 26, 1977

771707

Federal Elections Commission
1325 K Street Northwest
Washington D.C. 20463

Attention: Mr. William C. Oldaker
General Counsel

MUR 337

Re: Bobby Wayne Edson
Our File No. 2244

Dear Mr. Oldaker:

On May 13, 1977, I transmitted to your attention our letter concerning the request of the Federal Elections Commission to Bobby Wayne Edson for additional information on the alleged illegal campaign contributions to the Richard Tonry Congressional election campaign fund. In that letter I requested that a duplicate copy of the letter transmitted to Mr. Edson be forwarded to our office, as Mr. Edson had lost the original. As of this date, we have not received a duplicate copy and I ask you to determine if there has been any problem in forwarding this copy to us. If not, I ask that you advise me when I may receive a copy of this letter, in order for us to adequately supply the Federal Elections Commission with the information requested.

Yours very truly,

William B. Matthews, Jr.

WILLIAM B. MATTHEWS, JR.

WBM/vtb
cc: Bobby Wayne Edson

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FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

LAW OFFICES
Keys & Matthews
2701 Houma Boulevard
Metairie, Louisiana 70002

'77 JUN 6 AM 10:17

Federal Elections Commission
1325 K Street Northwest
Washington D.C. 20463

Attention: Mr. William C. Oldaker
General Counsel

7800407

1/Da
1/Donaldson 76-29-77

MUR 337

Docket

To MUR file

DICKSTEIN, SHAPIRO & MORIN
2101 L STREET, N.W.
WASHINGTON, D.C. 20037
202 785-9700

BOSTON OFFICE
ONE BOSTON PLACE
BOSTON, MASS. 02108
617 723-8100

NEW YORK OFFICE
745 FIFTH AVENUE
NEW YORK, N.Y. 10022
212 832-1900

June 6, 1977

William Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

Dear Mr. Oldaker:

This letter will confirm the appearance of the firm of Dickstein, Shapiro & Morin on behalf of Richard A. Tonry in connection with your investigation. As I explained in our meeting of June 3, 1977, I will be working in conjunction with John Martzell, Esquire, of New Orleans, Louisiana, whose firm, Martzell & Montero, represents Mr. Tonry in the pending criminal case in the Eastern District of Louisiana. I will be assisted by Justin D. Simon of this office.

Pursuant to our discussion, I am enclosing the cover sheets of two grand jury transcripts concerning Mr. Tonry's criminal case. Please be advised that the transcripts themselves have been provided to Mr. Martzell pursuant to court order. The captions of these transcripts dated November 5 and 9, 1976, clearly indicate that the United States Attorney for the Eastern District of Louisiana was by that date conducting an investigation of Federal Election Campaign Act violations. I think this material provides substantial support for the view that the Commission was misled into the belief that the U.S. Attorney was conducting a Title 18 investigation.

Once again, thank you for extending to us the courtesy of last Friday's meeting. Please do not hesitate to contact me if I can be of further assistance to the Commission.

Sincerely,

Judah Best

Judah Best

Enclosures

JB:bz

7804071945

PROCEEDINGS BEFORE THE

UNITED STATES GRAND JURY

EASTERN DISTRICT OF LOUISIANA

IN THE MATTER OF:

BANK LOANS, CONGRESSIONAL ELECTION,

RICHARD TONRY

Testimony of Mr. J. Wayne Mumphrey, Attorney at Law before the United States Grand Jury, in the Courthouse 500 Camp Street, New Orleans, Louisiana on Friday, November 5th, 1976.

CONFIDENTIAL

APPEARANCES:

OFFICE OF THE UNITED STATES ATTORNEY
GERALD J. GALLINGHOUSE, U.S. Attorney
ROBERT N. HABANS, JR., A.U.S.A.
DON M. RICHARD, A.U.S.A.
500 Camp Street
New Orleans, Louisiana 70130

REPORTED BY:

THOMAS H. CONRAD, C.S.R.
Official Court Reporter

7804007 1946

PROCEEDINGS BEFORE THE

UNITED STATES GRAND JURY

EASTERN DISTRICT OF LOUISIANA

****
IN THE MATTER OF: *
*
CAMPAIGN CONTRIBUTIONS *
****

Testimony of J. WAYNE HUMPHREY before the United States Grand Jury in the Courthouse, 500 Camp Street, New Orleans, Louisiana 70130, on November 9, 1976.

APPEARANCES:

CONFIDENTIAL

THE U. S. ATTORNEY'S OFFICE
(BY: GERALD J. GALLINGHOUSE, ESQ.,
UNITED STATES ATTORNEY
CORNELIUS R. HEUSEL, ESQ.,
FIRST ASSISTANT UNITED
STATES ATTORNEY
ROBERT H. HABANS, JR., ESQ., AUSA
DONALD F. RICHARD, ESQ., AUSA)
2nd Floor, 500 Camp Street
New Orleans, Louisiana 70130

REPORTED BY:

M. H. GAUDET, JR., CSR
OFFICIAL U. S. COURT REPORTER
SECTION "C"

7804007 19947

DICKSTEIN, SHAPIRO & MORIN
2101 L STREET, N.W.
WASHINGTON, D.C. 20037

0400719413

William Oldaker, Esquire
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

1 June 1977

MEMORANDUM TO: Carol Darr

THROUGH : Lois Zella

FROM : Suzanne Wilson Suzanne

SUBJECT : Rick Tonry Campaign Committee

Attached is a copy of a Request for Additional Information sent to the Rick Tonry Campaign Committee on May 2, 1977. The committee was asked to explain the difference in cash on hand reported from the close of one reporting period to the beginning of the next. An adequate response has now been received, a copy of which is also attached.

Attachments

7804007199 49

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

5/23

FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

HRQ 2/77-79 EG

2 May 1977

Mr. Guy D'Antonio, Treasurer
RICK TONRY CAMPAIGN COMMITTEE
9061 W. Judge Perez Drive
Chalmette, Louisiana 70043

Dear Mr. D'Antonio:

This letter is prompted by our interest in assisting House candidates and committees who wish to comply with the Federal Election Campaign Act, as amended.

During review of the Amendment to 30 Day Post Primary Report of Receipts and Expenditures, we noted that you omitted certain information or made apparent mathematical errors in certain entries. Attached is an itemization of the information requested.

The Federal Election Commission has the statutory responsibility to review, for compliance purposes, all Federal campaign disclosure documents, including those filed initially with the Clerk of the House. The Office of the Clerk, as an informational service, is notifying filers of errors and omissions found in their preliminary review of documents filed with the Clerk. Such notices are considered "House documents" and are kept confidential by the Clerk. This letter and attached documentation constitute official notification by the Commission of errors and omissions found, and require a written response.

While we recognize the difficulties you may have experienced in filling out the reporting forms, we must ask that you supply the Clerk of the House's Office of Records and Registration, 1036 Longworth HOB, Washington, D.C. 20515 with the missing information within ten (10) days of receipt of this letter. If you have any questions, please do not hesitate to contact Beth Fagan (202-523-4048) our Reports Analyst assigned to you.

Sincerely,

Orlando B. Potter

Orlando B. Potter
Staff Director

Attachment

12(h)

7804071930

1325 K Street, N.W.
Washington, D.C. 20463

5/23

RICK TONRY CAMPAIGN COMMITTEE DATE: 2 May 1977

LOUISIANA/01 I.D. NO.: C00051144

EST FOR ADDITIONAL INFORMATION FOR THE Amended 30 Day Post REPORT OF RECEIPTS AND EXPENDITURES COVERING THE PERIOD 7/31/76 THROUGH 9/3/76, PURSUANT TO THE FEDERAL ELECTION CAMPAIGN ACT OF 1971, AS AMENDED.

A review of the report indicates that additional information is needed in order to be considered complete. Please return a copy of this form with your amended submission(s).

Please provide the required data, as indicated (x):

___ Coverage Dates ___ omitted or ___ incorrect

___ Signature ___ omitted or ___ incorrect

___ Summary Page Line(s) ___ Column(s) ___ Totals ___ omitted or ___ incorrect

___ Detailed Summary (Page 2) Line(s) ___ Column(s) ___ Totals ___ omitted or ___ incorrect

___ Schedule Totals ___ disagree with Detailed Summary (Page 2) or ___ omitted

___ Date(s) ___ omitted or ___ inadequate for Schedule(s) ___ Line(s) ___

___ Full Name(s) Omitted for Schedule(s) ___ Line(s) ___

___ Mailing Address(es) ___ omitted or ___ inadequate for Schedule(s) ___ Line(s) ___

___ Occupational Descriptions ___ omitted or ___ inadequate for Schedule(s) ___ Line(s) ___

___ Principal Place(s) of Business ___ omitted or ___ inadequate for Schedule(s) ___ Line(s) ___

___ Aggregate Year-to-date Totals ___ omitted or ___ inadequate for Schedule(s) ___ Line(s) ___

___ Nature or Purpose of Expenditure ___ omitted or ___ inadequate for Schedule(s) ___ Line(s) ___

___ Nature or Purpose of Receipt ___ omitted or ___ inadequate for Schedule(s) ___ Line(s) ___

___ Inadequate Description of ___ proceeds ___ dates ___ events ___ location of Schedule ___

XX Other: This amendment fails to provide the circumstances for the difference between cash on hand at the close of the last reporting period (July 30) and the cash on hand at the beginning of this reporting period (July 31). This information was originally requested by the Commission on October 12, 1976.

Your initial submission(s), together with this request for additional information, has been made available for public inspection. The Commission urges you to file the additional submission(s) promptly to the above address. If you have any questions regarding this request, please call the Disclosure Division toll free at (800) 424-9530. The local Washington, D.C. telephone number is (202) 523-4048.

Senate filers should file their submission(s) with the Secretary of the Senate, Office of Public Records, 119 D St., Washington, D.C. 20510. House filers should file their submission(s) with the Clerk of the House, Office of Records and Registration, 1036 Longworth House Office Building, Washington, D.C. 20515.

FEC FORM 12
(Revised April 1977)

RICHARD A. TONRY
J. WAYNE MUMPHREY
GUY J. D'ANTONIO II
STEPHEN N. PEREZ
NUNZIO S. CUSIMANO JR
JAMES C. WILBERT
WAYNE J. McDOUGALL

TONRY, MUMPHREY & D'ANTONIO
ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

TELEPHONE
504/271-0471
504/271-4184

Copy

'77 MAY 27 AM 10:45

May 25, 1977

Mr. Orlando B. Potter
Staff Director
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: Rick Tonry Campaign Committee
I.D. No: 063843

Dear Mr. Potter:

In connection with your letter of May 2, 1977 concerning the difference between cash on hand at the close of the last reporting period (July 30) and the cash on hand at the beginning of this reporting period (July 31), enclosed herewith please find an amendment to the 10-day pre-primary report for the primary election held on August 14, 1976.

There was a mathematical error made on the said report which resulted in the difference in the figures for the cash on hand.

Trusting that this will comply with your request, I am,

Yours very truly,

Guy J. D'Antonio

GUY J. D'ANTONIO, II
Treasurer

GJD/dd

I checked this out in Public Record file 6/1/77 & it is all right. It was an error in math.

7804007195 2

Election Commission
Street, N.W.
ton, D.C. 20463

Report of Receipts and Expenditures for a Candidate or Committee Supporting any Candidate(s) for Nomination or Election to Federal Office

Note: *Committees authorized by a candidate to receive contributions and make expenditures in connection with more than one election must maintain separate records with respect to each election.*

1(a) Name of Candidate or Committee (in full) ☐ Check if name or address is changed

RICH TONRY CAMPAIGN COMMITTEE

(b) Address (number and street)

9061 W. Judge Perez Drive

(c) City, State and ZIP code

Chalmette, Louisiana 70043

2 Identification Number

063843

3(a) Is this a report of receipts and expenditures for only one election? ☒ Yes ☐ No

(b) If "Yes," for which election? Primary (general, primary, runoff) on 8/14/76 (date)

4 Type of Report (Check appropriate box and complete, if applicable)

(a) ☒ Amendment For See h (Which report)
(b) ☐ April 10 Quarterly Report
(c) ☐ July 10 Quarterly Report
(d) ☐ October 10 Quarterly Report
(e) ☐ January 31 Year End Report
(f) ☐ Monthly Report _____ (Month)
(g) ☐ Termination Report
(h) ☒ Tenth day report preceding Primary (primary, general or convention) election on 8/14/76 (date) in the State of Louisiana
(i) ☐ Thirtieth day report following _____ (primary, general or convention) election on _____ (date) in the State of _____

Candidate or Committee Summary of Receipts and Expenditures

5 Covering Period: From July 12, 1976 Through July 30, 1976

Section A - Cash Balance Summary	Column A This Period	Column B Calendar Year-To-Date
6 Cash on hand January 1, 19		$ NONE
7 Cash on hand at beginning of reporting period	$ NONE	
8 Total receipts (from line 19)	$ 79,501.00	$ 79,501.00
9 (a) Subtotal (Add lines 7 and 8)	$ 79,501.00	$ 79,501.00
9 Total expenditures (From line 25)	$ 78,014.00	$ 78,014.00
10 Cash on hand at close of reporting period (Subtract line 9 from line 8)	$ 1,487.00	$ 1,487.00
11 Contributed items on hand to be liquidated (attach itemized list) $ _____	NONE	NONE
Section B - Presidential Campaign Expenditures Subject to Limitation - Summary (To Be Used Only By Presidential Candidates Receiving Federal Funds)		
12 Operating expenditures (from line 20)	$	$
13 Refunds and Rebates (from line 17)	$	$
14 (a) Expenditures subject to limitation (Subtract line 13 from line 12)	$	$
(b) Expenditures from prior years subject to limitation		$
(c) Total expenditures subject to limitation (Add lines 14a and 14b)		$

I certify that I have examined this Report, and to the best of my knowledge and belief it is true, correct and complete.

Gary J. D'Ambrosio (Typed name of Treasurer or Candidate) _____ (Signature of Treasurer or Candidate) May 25, 1977 (Date)

Note: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 437g or § 441j (See reverse side of form)

For further information Contact: Federal Election Commission, 1325 K Street, N.W., Washington, D.C. 20463

Any information reported herein may not be copied for sale or use by any person for purposes of soliciting contributions or for any commercial purpose.

, ommission
., N.W.
., D.C. 20463

Detailed Summary Schedule of Receipts and Expenditures
(Page 2)

me of Candidate or Committee
RICH TONRY CAMPAIGN COMMITTEE

REPORT COVERING THE PERIOD
FROM: 7/12/76 TO: 7/20/76

ART I - RECEIPTS	Column A This Period	Column B Calendar year-to-date
5 Contributions and other Income:		
(a) Itemized (use Schedule A)	$ 35,200.00	
(b) Unitemized	$ 801.00	
(c) Sales and Collections Included Above: List by event on memo Schedule D ($ _____)	$	
(d) Subtotal of contributions and other income	$ 36,001.00	$ 36,001.00
6 Loans and Loan Repayments Received:		
(a) Itemized (use Schedule A)	$ 40,000.00	
(b) Unitemized	$ .00	
(c) Subtotal of loans and loan repayments received	$ 40,000.00	$ 40,000.00
7 Refunds, Rebates, Returns Received:		
(a) Itemized (use Schedule A)	$ .00	
(b) Unitemized	$ .00	
(c) Subtotal of refunds, rebates, returns	$ .00	$ .00
8 Transfers In:		
(a) From Affiliated Committee (Itemize on Schedule A Regardless of Amount)	$ .00	
(b) From other Committees (Itemize on Schedule A Regardless of Amount)	$ 3,500.00	
(c) Subtotal of transfers in	$	$ 3,500.00
9 Total Receipts	$ 79,501.00	$ 79,501.00
PART II - EXPENDITURES		
20 Operating Expenditures (Committees Not Receiving Federal Funds Include Fundraising, Legal and Accounting Expenditures):		
(a) Itemized (use Schedule B)	$ 77,972.00	
(b) Unitemized	$ 42.00	
(c) Subtotal of operating expenditures	$ 78,014.00	$ 78,014.00
21 Independent Expenditures (use Schedule E)	$ .00	$
22 Loans, Loan Repayments, and Contribution Refunds Made:		
(a) Itemized (use Schedule B)	$ .00	
(b) Unitemized	$ .00	
(c) Subtotal of loans and loan repayments made and contribution refunds	$ .00	$ .00
23 For Use Only By Presidential Campaigns Receiving Federal Funds; Exempt Fundraising, Legal and Accounting Expenditures:		
(a) Itemized (use Schedule B)	$ .00	
(b) Unitemized	$	
(c) Subtotal of fundraising expenditures	$ .00	$ .00
24 Transfers Out:		
(a) To Affiliated Committee (Itemize on Schedule B Regardless of Amount)	$ .00	
(b) To Other Committees (Itemize on Schedule B Regardless of Amount)	$	
(c) Subtotal of transfers out	$ .00	$ .00
25 Total Expenditures	$ 78,014.00	$ 78,014.00
PART III - DEBTS AND OBLIGATIONS		
26 Debts and obligations owed to the Committee (Itemize all on Schedule C)	$	
27 Debts and obligations owed by the Committee (Itemize all on Schedule C)	$	
PART IV - RECEIPTS AND EXPENDITURES, NET OF TRANSFERS TO AND FROM AFFILIATED COMMITTEES		
28 Total Receipts (from line 19)	$ 79,501.00	
29 Transfers In (from line 18(a))	$	
30 Net Receipts (Subtract line 29 from line 28)	$ 79,501.00	
31 Total Expenditures (from line 25)	$ 78,014.00	
32 Transfers out (from line 24(a))	$	
33 Net Expenditures (Subtract line 32 from line 31)	$ 78,014.00	

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

GC MUR 337

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☒ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:

William B. Matthews, Esq.

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	943211	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

W. B. Matthews

4. DATE OF DELIVERY 5-27-77

POSTMARK

5. ADDRESS (Complete only if requested)

2701 Houma Blvd

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1976—O-203-456

5561700487

Mr. Gerald J. Gallinghouse
U.S. Attorney
Hale Boggs Building
Room 210
500 Camp Street
New Orleans, LA 70130

26 MAY 1977

Dear Mr. Gallinghouse:

We are writing this letter with respect to your ongoing investigation of the 1976 federal election campaign of Richard A. Tonry.

Pursuant to 2 U.S.C. §437g(f)(3), the Commission would appreciate the cooperation of your office with respect to all records and information gathered during this investigation which are or appear to be relevant to its enforcement authority under 2 U.S.C. §437g.

In particular, we would appreciate an opportunity to examine and copy all documents in your files involving contributions or expenditures (as such terms are defined in 2 U.S.C. §§431(e) and (f)) made to or on behalf of the Tonry campaign, and the campaigns of his opponents in connection with the 1976 Louisiana federal primary and the general election.

We will contact you shortly to arrange a convenient time and place for examination of these records. The attorney assigned to this matter is David R. Spiegel (telephone no. 202/523-4038).

Sincerely yours,

151

William Oldaker
General Counsel

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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537

Mr. Leander Perez
District Attorney
P.O. Box 1295
Chalmette, LA 70044

26 MAY 1977

Dear Mr. Perez:

We are writing this letter with respect to your ongoing investigation of the 1976 federal election campaign of Richard A. Tonry.

Pursuant to 2 U.S.C. §437c(f)(3), the Commission would appreciate the cooperation of your office with respect to all records and information gathered during this investigation which are or appear to be relevant to its enforcement authority under 2 U.S.C. §437g.

In particular, we would appreciate an opportunity to examine and copy all documents, memoranda, and testimony in your files involving contributions or expenditures (as such terms are defined in 2 U.S.C. §§431(e) and (f)) made to or on behalf of the Tonry campaign, and the campaigns of his opponents in connection with the 1976 Louisiana federal primary and the general election. These records should include, but not necessarily be limited to the following individuals: Richard A. Tonry; John Wayne Humphrey; Guy D'Antonio, II; Stephen R. Perez; G.PP. Tonry; R.GG. Tonry; Donald G. Tudury; Charles Trentacosta; Donald Zimmer; Glenn Don Teel; Donald Moffatt; Bobby Wayne Edson; Robert Berthelot. We would also appreciate testimony or records collected by you involving activities of the following individuals related to the Tonry campaign: Bruce G. Reed; John F. Keys, Jr.; Jennings L. Courville; and Richard Tardo.

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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We will contact you shortly to arrange a convenient time and place for examination of these records. The attorney assigned to this matter is David R. Spiegel (telephone no. 202/523-4038).

Sincerely yours,

/s/

William C. Oldaker
General Counsel

CDARR:pjg:5/24/77

cd

7804007 1958

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

24 MAY 1977

William B. Matthews, Esq.
Keys and Matthews
2701 Houma Boulevard
Metairie, Louisiana 70002

Re: MUR 337

Dear Mr. Matthews:

Enclosed is a duplicate of the letter to Mr. Edson from the Commission regarding the Commission's finding that there is reason to believe that Mr. Edson violated 2 U.S.C. §441a(a)(1).

The information requested should be supplied to this office within ten days of your receipt of this copy of Mr. Edson's notification.

Sincerely yours,

/s/

William C. Oldaker
General Counsel

7804007 1959

cd

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

GC C# 502

RECEIVED
FEDERAL ELECTION COMMISSION
FILE COPY
'77 MAY 20 AM 10:42

May 16, 1977

771566

Federal Election Commission
1325 K Street, Northwest
Washington, D.C. 20463

Gentlemen:

In reply to your letter of April 25, 1977, MUR 337 A (76), I submit that I have not knowingly violated any statutes as cited.

When this matter was brought to my attention by the U.S. Attorney for the Eastern District of Louisiana, my cooperation was extended to the limit of my knowledge in order that the matters under investigation could be cleared.

At your request, the following information is transmitted herewith:

1) Copy of the Note from First Progressive Bank in Metairie, Louisiana, indicating payment in full. This Note was paid on my personal check #220, drawn on the First National Bank of Commerce, New Orelans, Louisiana, in the amount of $8,348.89, account number 0089-86-036 in the name of Don Teel;

2) Copy of letter dated February 2, 1976 from the U.S. Attorney for the Eastern District of Louisiana, Mr. Gerald J. Gallinghouse, stating that I am not under investigation from his office in this matter.

If you desire further information, please notify me.

Very truly yours,

Don Teel

Don Teel

DT/pd
Enclosures

7804007196 0

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

$ 8000.00 Due 4-25-77 No. 50509-19 COLLECT INTEREST AT MATURITY

FIRST PROGRESSIVE BANK

PAID MAR 30 1977 DISCOUNT DEPT.

FEDERAL ELECTION COMMISSION OFFICIAL FILE COPY OFFICE OF GENERAL COUNSEL

For demand, or if no demand is made, Metairie, La., OCT 25 1976 19

the 182 Days after date, I, we and each of us, makers, signers, endorsers, guarantors and sureties in solido, promise to pay to the order of FIRST PROGRESSIVE BANK, at its office in Metairie, La. EIGHT THOUSAND AND 00/100 Dollars, for value received, with interest thereon at the rate of 10% per cent per annum from date until paid.

All parties hereto and all guarantors and sureties severally waive presentment for payment, demand, protest and notice of protest and non-payment and also all pleas of division and discussion, and agree that the payment hereof may be extended from time to time, one or more times, without notice, hereby binding themselves in solido unconditionally and as original makers and promisors for the payment thereof in principal, interest, costs and attorney's fees. The Bank may at any time release any of the parties hereto, in whole or in part, from their obligations hereunder without in any manner affecting or impairing the rights of the bank against all other parties hereto not so released.

The parties hereto bind themselves to pay the [illegible] any attorney at law who may be employed to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof or to compromise or to take any other action with respect hereto, which fees are hereby fixed at twenty per cent (20%) of the amount then owing hereon and sought to be collected, protected or preserved and in addition to pay all expenses and costs necessarily incurred in the handling of this note.

Upon the death, suspension, failure or insolvency, however evidenced, of any party hereto, or if proceedings for voluntary or involuntary bankruptcy, or for any readjustment of indebtedness, reorganization, composition or extension under any bankruptcy or insolvency law be brought by or against any party hereto, or if any party hereto files proceedings for a respite or makes a general assignment for the benefit of creditors, or if a receiver of all or any part of the property of any party hereto be applied for or appointed, or if proceedings for the dissolution or the appointment of a liquidator of any party hereto are commenced, or if any party hereto be in default with respect to any other debt, liability or obligation to the Bank, direct or indirect, absolute or contingent, liquidated or unliquidated, due or to become due, whether now existing or hereafter arising, then, and in any of said events, this note and each and every one of the aforesaid debts, liabilities or obligations shall, without any notice, demand or putting in default whatsoever, unless the Bank shall otherwise elect, be forthwith due.

The Bank is hereby authorized, at any time and from time to time, at its option, to apply any of all of the balance of every deposit account of the parties hereto, or any of them, or any and all stocks, bonds or other securities or property of any nature whatsoever on deposit with or held by or in possession of said Bank as collateral or otherwise, and/or any or all monies now or hereafter in the hands of the Bank, or in transit to or from the Bank, and belonging to the parties hereto, or any of them, to the payment, in whole or in part, of this note, in principal, interest, costs and attorney's fees, and/or of any of the aforesaid debts, liabilities or obligations of the parties hereto, or any of them.

As used herein, the term "parties hereto" shall be deemed to include not only the maker or makers hereof, but also any endorser, or endorsers, surety or sureties, and guarantor or guarantors. All parties jointly and severally confess judgment in any amount then due and owing upon default and authorize entry of judgment against each or any of them in any court of competent jurisdiction.

All parties hereto further severally agree that this note evidences and sets forth their entire agreement with the holder hereof and that no modification hereof shall be binding unless in writing.

Don Teel
701 Papworth Ave.
Metairie, La. 70005

DISCOUNT DEPT.

Don Teel

2804007196 1

PROMISSORY NOTE - UNSECURED FPB23

7 2 0 4 0 0 7 9 3

"The undersigned covenants and agrees with The First Progressive Bank of [illegible] that the loan transaction evi[illegible] subject to the provisions of the [illegible] Law (Act 454 of 1[illegible]) [illegible] to time be ammended or [illegible] be deemed to be a consumer loan under said Law."

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

MAR 30 1971
RECEIVED

United States Department of Justice

UNITED STATES ATTORNEY
EASTERN DISTRICT OF LOUISIANA
NEW ORLEANS, LOUISIANA 70130

February 2, 1977

Mr. G. Don Teel
c/o Building Engineering Services Co., Inc.
New Orleans, La.

Dear Mr. Teel:

We have been advised that certain news media erroneously reported that you were charged as a defendant in the indictment that our federal grand jury returned against Mr. Donald J. Zimmer on January 20, 1977. This was a very unfortunate mistake.

We are very concerned that the mention of your name by news media in such an unfavorable context may be embarrassing and damaging to you and your family.

Under these extraordinary circumstances, we feel obliged, in fairness to you, to make it clear to all interested parties, as explained in the indictment, that, on November 9, 1976, you voluntarily provided truthful information to federal agents and attorneys, and that on January 13, 1977, you testified truthfully before the grand jury, about all matters about which you were questioned.

The information that you provided to the FBI, our staff and the grand jury was very helpful in our efforts to ascertain the truth about events, activities and transactions.

To avoid any misunderstanding, we are

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FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

pleased to confirm our oral advices that you are not considered to be a subject of our continuing federal investigation.

Sincerely yours,

Gerald J. Gallinghouse
United States Attorney

GJG:cbu

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FEDERAL ELECTION COMMISSION
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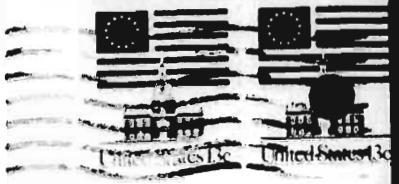
OFFICE OF GENERAL COUNSEL

Don Teel
701 Papworth Avenue
Metairie, Louisiana 70005



Federal Election Commission
1325 K Street, Northwest
Washigton, D.C. 20463

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ACC 476

MUR 337

FILE COPY

LAW OFFICES

Keys & Matthews

2701 Houma Boulevard
Metairie, Louisiana 70002

Telephone
(504) 455-1800

Telex:
58-7471

John T. Keys, Jr.
William B. Matthews, Jr.

FEDERAL ELECTION COMMISSION
77 MAY 18 AM 10:38

May 13, 1977

Federal Elections Commission
1325 K Street Northwest
Washington D.C. 20463

771545

Attention: Mr. William C. Oldaker
General Counsel

RE: Bobby Wayne Edson

Dear Mr. Oldaker:

This letter will serve to confirm the telephone conversation I had with a young lady in your office on May 6, 1977. I advised the young lady that our office represents Bobby Wayne Edson and we have specifically been requested to advise and counsel him concerning the matter which is or may be before the Federal Elections Commission concerning his alleged illegal campaign contributions to the Richard Tonry Congressional election campaign fund.

Mr. Edson advised us that on Tuesday, May 3, he received a letter from the Federal Elections Commission requesting that he transmit information to the Commission within ten (10) days of his receipt of the letter. Mr. Edson advised that the letter was in his automobile on Wednesday, May 4, at which time his automobile was stolen and has not been recovered. I have therefore requested that a duplicate of this letter be transmitted to our office so that we may review and advise Mr. Edson the proper course of action, and of course reply and furnish the requested information.

I request that all future communications concerning this matter with Mr. Edson either be furnished directly to this office to my attention or in the alternative, at least a copy of such communications be furnished to my office.

Yours very truly,

William B. Matthews

WILLIAM B. MATTHEWS, JR.

WBMjr/sn

CC: Bobby Wayne Edson

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7804007196 6

cc Bill O.

[Original letter mailed to:
Mr. Guy J. D'Antonio, II
9061 West Judge Perez Drive
Chalmette, Louisiana 70043]

May 19, 1977

Mr. Guy J. D'Antonio, II
c/o Honorable Richard A. Tonry
House of Representatives
Washington, D. C. 20515

RE: Rick Tonry Campaign Committee

Dear Mr. D'Antonio:

This refers to your letter of May 2, 1977, requesting an advisory opinion as to whether the Federal Election Commission "has exclusive primary jurisdiction over investigations and/or violations of the Federal Election Campaign laws, Title 2 U.S.C, Sections 431, et seq., or whether the Department of Justice, through the United States Attorney's Office, has jurisdiction over the said law."

It is provided in 2 U.S.C. §437f(a) that an advisory opinion shall be rendered by the Commission in response to a written request by an individual holding Federal office or a political committee "concerning the application of a general rule of law stated in the Act or . . . prescribed as a rule or regulation by the Commission, to a specific factual situation." (Emphasis added.) Your request does not call for an opinion applying a general rule of law to a specific factual situation; therefore, an advisory opinion in response to your request would not be appropriate.

I note, however, 2 U.S.C. §437c(b)(1) which provides in pertinent part: "The Commission shall have exclusive primary jurisdiction with respect to the civil enforcement of [this] Act." The term "Act" is defined in 2 U.S.C. §431(o) to mean: "the Federal Election Campaign Act of 1971 as amended by the Federal Election Campaign Act Amendments of 1974 and the Federal Election Campaign Act Amendments of 1976."

I hope this information is helpful for purposes of your inquiry.

Sincerely yours,

/s/

N. Bradley Litchfield
Assistant General Counsel

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

NBLitchfield/scc 5/4/77
cc: Misc. file, NBL, CSteele, WOldaker

7804071967

LAW OFFICES
Keys & Matthews
2701 Houma Boulevard
Metairie, Louisiana 70002

7 8 0 4 0 0 7 9

'77 MAY 19 A11 10:19

Federal Elections Commission
1325 K Street Northwest
Washington D.C. 20463

Attention: Mr. William C. Oldaker
General Counsel

LCC# 453

Donald Smith Moffatt

FEDERAL ELECTION COMMISSION

'77 MAY 16 AM 11:06

May 11, 1977

771516

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

Re: MUR 337 C (76)

Dear Mr. Oldaker:

During the investigation of the above referenced case, I turned all of the information requested by you over to the FBI and the U.S. Attorney's office. Today, I contacted Mr. Gerald Gallinghouse who indicated that he would be happy to cooperate with you in any manner necessary.

Therefore, if you would be so kind as to forward any request for information to Mr. Gallinghouse, I am certain the matter can be resolved. However, if you should need any additional information from me, please do not hesitate to contact me.

Sincerely,

Donald S. Moffatt

DSM/jb

cc: Mr. Gerald Gallinghouse
U.S. Attorney

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FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

2701 Houma Blvd.
Suite A
Metairie, Louisiana 70002

METAIRIE LA. MAY 11 '77

U.S. POSTAGE .013

PB METER 1272502

RECEIVED
FEDERAL ELECTION
COMMISSION

'77 MAY 16 AM 10:26

Mr. William C. Oldaker
General Counsel
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

7804007197 0

6CC#409
MUC337

TONRY, MUMPHREY & D'ANTONIO

ATTORNEYS AT LAW

9061 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

TELEPHONE
504/271-0471
504/271-4184

RICHARD A. TONRY
J. WAYNE MUMPHREY
GUY J. D'ANTONIO, II
STEPHEN R. PEREZ
NUNZIO S. CUSIMANO, JR.
JAMES C. WILBERT
WAYNE J. McDOUGALL

RECEIVED
FEDERAL ELECTION COMMISSION
'77 MAY 9 PM 4:10

April 28, 1977

771445

Ms. Carol Darr
Federal Election Commission
1325 "K" Stteet, N.W.
Washington D. C. 20463

Re: Rick Tonry Campaign
Committee
I.D. No. 063843

Dear Ms. Darr:

Enclosed herewith please find the affidavit of Mr. L. J. Aiavalasiti conserning his endorsement of a loan made by Rick Tonry in the Whitney National Bank of New Orleans on Spetember 16, 1976.

If there is anything else you need in connection with this matter, please do not hesitate to call.

Yours very truly,

TONRY, MUMPHREY & D'ANTONIO

Guy J. D'Antonio

GUY J. D'ANTONIO, II
Treasurer

Enc.

GJD/lf

Certified mail

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

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STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned authority, personally came and appeared:

L. J. AIAVALASITI

who, after being duly sworn, did depose and say:

That on or about ~~February~~ Sept. 16, 1976, a loan was made from the Whitney National Bank of New Orleans, to be used by the Rick Tonry Campaign Committee for expenditures, in the amount of FIFTEEN THOUSAND ($15,000.00) DOLLARS.

That it was never the affiant's intention to contribute the amount of the loan or any portion thereof to the Rick Tonry Campaign Committee and that it was affiant's understanding that it was used solely for the purpose of facilitating the transaction and it was further affiant's understanding that Rick Tonry or the Rick Tonry Campaign Committee would be responsible for the full repayment of the said loan.

L. J. Aiavalasiti

L. J. AIAVALASITI

WITNESSES:

Ernest Aiavolasiti

Camillo Annolaro Sr.

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 28th DAY OF April, 1977.

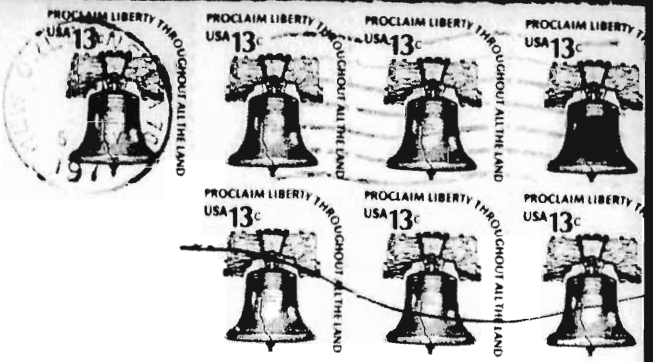
FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Guy J. D'Antoni

NOTARY PUBLIC

TONRY, MUMPHREY & D'ANTONIO
ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

FEDERAL ELECTION COMMISSION
'77 MAY 9 PM 4:09



Ms. Carol Darr
Federal Election Commission
1325 "K" Street, N.W.
Washington D. C. 20463

CERTIFIED
No. 676449
MAIL

7 1 9 1

MC C# 372

RICHARD A. TONRY
1ST DISTRICT, LOUISIANA

COMMITTEES:
ARMED SERVICES
SUBCOMMITTEES:
SEAPOWER AND STRATEGIC AND CRITICAL MATERIALS
MILITARY PERSONNEL
MILITARY COMPENSATION
SCIENCE AND TECHNOLOGY
SUBCOMMITTEES:
ENERGY RESEARCH AND DEVELOPMENT
SPACE SCIENCE AND APPLICATIONS
TRANSPORTATION, AVIATION AND WEATHER

Congress of the United States
House of Representatives
Washington, D.C. 20515

422 CANNON HOUSE OFFICE BUILDING
WASHINGTON, D.C. 20515
(202) 225-3015

HALE BOGGS BUILDING
500 CAMP STREET
ROOM 1042
NEW ORLEANS, LOUISIANA 70130

9061 WEST JUDGE PEREZ DRIVE
CHALMETTE, LOUISIANA 70043

77 MAY 4 AM 9:45

May 2, 1977

77133

Mr. William C. Oldaker
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: Request for Advisory Opinion
Pursuant to Title 2 U.S.C.,
Section 437 (f), from the
"Rick Tonry Campaign Committee"
Identification Number 063843

Dear Mr. Oldaker:

We hereby request that you render an Advisory Opinion pursuant to Title 2 U.S.C., Section 437 (f) on the following question:

> Whether the Federal Election Commission has exclusive primary jurisdiction over investigations and/or violations of the Federal Election Campaign laws, Title 2 U.S.C., Sections 431, et seq., or whether the Department of Justice, through the United States Attorney's Office, has jurisdiction over the said law.

We would appreciate a prompt reply to this request.

Yours very truly,

Guy J. D'Antonio

GUY J. D'ANTONIO, II
Treasurer

GJD/jc
Certified Mail

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7 8 0 4 0 0 7 1 9 7 4

April 27, 1977

Mr. Donald Zimmer
3229 Napoleon Avenue
New Orleans, Louisiana

Dear Mr. Zimmer:

Attached the an Order of the Commission, a copy of which was sent to you April 25, 1977, regarding questions in MUR 337(76). The date on your copy was inadvertantly omitted.

Sincerely yours,

/s/

Carol Darr
Attorney

Attachment

Carol Darr:pjg:4/27/77

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7804007197 5

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 337 (76)
Donald Zimmer	)	

TO: Donald Zimmer
3229 Napoleon Avenue
New Orleans, Louisiana

ORDER

The Federal Election Commission, pursuant to its powers set forth in 2 U.S.C. §437d(a)(1), requires that responses to the attached set of questions be submitted in writing at its offices at 1325 K Street, N.W., Washington, D.C. 20463, marked to the attention of the Enforcement Division, Office of General Counsel. The responses should be made under oath and should be submitted within fifteen (15) days of your receipt of this Order.

VERNON W. THOMSON
CHAIRMAN

DATE: April 25, 1977

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7804007 1976

26 APR 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Donald J. Zimmer
3229 Napoleon Avenue
New Orleans, LA

Re: MUR 337 C (76)

Dear Mr. Zimmer:

This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated §§441a(a)(1) and 441a(f) of the Federal Election Campaign Act of 1971, as amended. We have numbered this matter MUR 337 C (76).

According to an indictment against you in the U.S. District Court for the Eastern District of Louisiana, you and three other individuals, Glenn Teel, Donald Moffatt, and Bobby Wayne Eidson each secured an $8,000 loan from the First Progressive Bank of Louisiana and contributed the proceeds to the Richard Tonry Campaign in violation of the $1,000 contribution limitation of §441a(a)(1).

Additionally, the Commission has found reason to believe that you have violated §441a(f) by knowingly accepting excessive contributions from the other three individuals on behalf of Richard Tonry.

Under the Act you have an opportunity to demonstrate that no action should be taken against you.. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. In this connection please supply answers to the attached interrogatory, which has been issued pursuant to a §437d(a)(1) Order of the Commission.

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within 15 days of receipt of this notification.

If you have any questions, please contact Carol Darr (telephone No. 202/523-4057), the attorney assigned to this matter.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely yours,

William C. Oldaker
General Counsel

CDarrPJG:4/14/77

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FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

26 APR

TO: Donald Zimmer
3229 Napoleon Avenue
New Orleans, Louisiana

The Federal Election Commission, pursuant to the attached Order, requires that you submit in writing, under oath, within fifteen (15) days, responses to the following questions:

(1) List the dates, amounts, and nature of all expenditures which you made on behalf of Richard Tonry's 1976 Federal election campaign.

Please supply copies of all receipts, bills, etc. which document such expenditures.

(2) Have you ever worked in either a paid or volunteer capacity in Richard Tonry's 1976 campaign for Federal Office? If so, please list the dates and describe the nature of such activities.

(3) Have you ever solicited any contributions or loans on behalf of or for the use of Richard Tonry's 1976 federal election campaign? If so, please provide the dates and the names of persons so solicited.

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

7804007 1979

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR
Donald Zimmer	)	

TO: Donald Zimmer
3229 Napoleon Avenue
New Orleans, Louisiania

ORDER

The Federal Election Commission, pursuant to its powers set forth in 2 U.S.C. §437d(a)(1), requires that re responses to the attached set of questions be submitted in writing at its offices at 1325 K Street, N.W., Washington, D.C. 20463, marked to the attention of the Enforcement Division, Office of General Counsel. The responses should be made under oath and should be submitted within fifteen (15) days of your receipt of this Order.

VERNON W. THOMSON
CHAIRMAN

DATE: _____

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

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26 APR 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. J. Wayne Mumphrey
9061 W. Judge Perez Drive
Chalmette, Louisiana 70043

Re: MUR 337 A (76)

Dear Mr. Mumphrey:

This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated 2 U.S.C. §441a(a)(1)(A) in connection with the above-referenced complaint.

The Commission is in receipt, of your affidavit made pursuant to our inquiry of the Rick Tonry Campaign Committee. However, should you wish to provide further information in this regard, please do so within 15 days of your receipt of this letter.

The attorney assigned to this case is Carol Darr (telephone no. 202/523-4057). Please feel free to contact her if you have any questions.

Sincerely yours,

William C. Oldaker
General Counsel

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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26 APR 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Guy D'Antonio
9061 W. Judge Perez Drive
Chalmette, Louisana 70043

RE: MUR 337 (78)

Dear Mr. D'Antonio:

This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated 2 U.S.C. §441a(a)(1)(A) in connection with the above referenced matter.

The materials which you submitted on behalf of the Rick Tonry Campaign Committee indicate that you loaned $5,000 to the Committee. Since a loan is considered a contribution under 2 U.S.C. §431(e)(1) you have exceeded the individual contribution limitations set forth in §441a(a)(1)(A).

The Commission is in receipt of you affidavit made pursuant to our inquiry with regard to this matter. However, should you wish to provide further information in this regard, please do so within 15 days of receipt of this letter.

The attorney assigned to this case is Carol Darr (telephone no. 202/523-4057). Please feel free to contact her if you have any questions.

Sincerely yours,

William C. Oldaker
General Counsel

FEDERAL ELECTION COMMISSION
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file

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

26 APR 1977

Mr. Robert C. Berthelot
8909 West Judge Perez Avenue
Chalmette, Louisiana

Re: MUR 337 B (76)

Dear Mr. Berthelot:

This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated §441a(a)(1) of the Federal Election Campaign Act of 1971, as amended. We have numbered this matter MUR 337 B (76).

The 30th Day Report Following the General Election filed by the Richard Tonry Campaign Committee lists a loan in the amount of $25,000 from the Gulf South Bank on October 29, 1976, made by Richard Tonry and co-signed by you.

Your signature as co-maker of this loan makes you liable for a contribution of half the amount of the loan, i.e., $12,500 to Richard Tonry's campaign. This is in excess of the $1,000 contribution limitation of §441a(a)(1). According to 2 U.S.C. §431(e)(5)(G)(ii) a loan of money "shall be considered a loan by each endorser or guarantor, in that proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors." This loan is considered a contribution within the meaning of §431(e)(1).

Under the Act, you have an opportunity to show that no action should be taken against you. Please submit any legal or factual information which you believe will

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7804007 1983

be relevant to the Commission's analysis of this matter, including a copy of the loan agreement, all memoranda and documents pursuant thereto, and any evidence of repayment of the loan. Where appropriate statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within 10 days of your receipt of this letter. If you have any questions, please call Carol Darr (telephone No. 202/523-4057), the attorney assigned to this case.

This matter will remain confidential pursuant to §437g(A)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public.

If you plan to be represented by an attorney in this matter, please have such counsel so notify us in writing.

Sincerely yours,

William C. Oldaker
General Counsel

CDarr:cfb:4/14/77

CCD

7804007196

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

26 APR 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Bobby Wayne Eidson
4605 Lake Avenue
Metairie, La

Re: MUR 337 C (76)

Dear Mr. Eidson:

This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated §441a(a)(1) of the Federal Election Campaign Act of 1971, as amended. We have numbered this matter MUR 337 A (76).

According to an indictment against Donald Zimmer in the U.S. District Court for the Eastern District of Louisiana, you, Mr. Zimmer, Glenn Don Teel and Donald Moffatt each secured an $8,000 loan from the First Progressive Bank of Metairie, Louisiana and contributed the proceeds to the Richard Tonry Campaign through Donald Zimmer in violation of the $1,000 contribution limitation of §441a(a)(1).

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter, including a copy of the loan agreement, any memoranda or documents pursuant thereto, and any evidence of repayment of the loan. Were appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within 10 days of receipt of this notification.

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

7804007198 5

If you have any questions, please contact Carol Darr (telephone No. 202/523-4057), the attorney assigned to this matter.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely yours,

William C. Oldaker
General Counsel

CCD

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

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CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Donald S. Moffatt
5024 Bimmonet Drive
New Orleans, La

26 APR 1977

Re: MUR 337 C (76)

Dear Mr. Moffatt:

This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated §441a(a)(1) of the Federal Election Campaign Act of 1971, as amended. We have numbered this matter MUR 337 A (76).

According to an indictment against Donald Zimmer in the U.S. District Court for the Eastern District of Louisiana, you, Mr. Zimmer, Bobby Wayne Eidson, and Dhann Don Teel each secured an $8,000 loan from the First Progressive Bank of Metairie, Louisiana and contributed the proceeds to the Richard Tonry Campaign through Donald Zimmer in violation of the $1,000 contribution limitation of §441a(a)(1).

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter, including a copy of the loan agreement, any memoranda or documents pursuant thereto, and any evidence of repayment of the loan. Were appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within 10 days of receipt of this notification.

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

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If you have any questions, please contact Carol Barr (telephone No. 202/523-4057), the attorney assigned to this matter.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely yours,

William C. Oldaker
General Counsel

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

CCD

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CERTIFIED MAIL
RETURN RECEIPT REQUESTED

26 APR 1977

Mr. Stephen R. Perez
9061 W. Judge Perez Drive
Chalmette, Louisiana 70043

Re: MUR 337 A (76)

Dear Mr. Perez:

This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated 2 U.S.C. §441a(a)(1)(A) in connection with the above-referenced complaint.

The Commission is in receipt, of your affidavit made pursuant to our inquiry of the Rick Tonry Campaign Committee. However, should you wish to provide further information in this regard, please do so within 15 days of your receipt of this letter.

The attorney assigned to this case is Carol Darr (telephone no. 202/523-4057). Please feel free to contact her if you have any questions.

Sincerely yours,

William C. Oldaker
General Counsel

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

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cs

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

26 APR 1977

Mr. Glenn Don Teel
901 Zinnia Street
New Orleans, La

Re: MUR 337 C (76)

Dear Mr. Teel:

This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated §441a(a)(1) of the Federal Election Campaign Act of 1971, as amended. We have numbered this matter MUR 337 A (76).

According to an indictment against Donald Zimmer in the U.S. District Court for the Eastern District of Louisiana, you, Mr. Zimmer, Bobby Wayne Eidson, and Donald Moffatt each secured an $8,000 loan from the First Progressive Bank of Metairie, Louisiana and contributed the proceeds to the Richard Tonry Campaign through Donald Zimmer in violation of the $1,000 contribution limitation of §441a(a)(1).

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter, including a copy of the loan agreement, any memoranda or documents pursuant thereto, and any evidence of repayment of the loan. Were appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within 10 days of receipt of this notification.

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

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If you have any questions, please contact Carol Darr (telephone no. 202/523-4057), the attorney assigned to this matter.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely yours,

William C. Oldaker
General Counsel

CAD

7804007199

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

26 APR 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. G. Patrick Tonry
4745 River Road
Jefferson Parish, Louisiana

Re: MUR 337 A (76)

Dear Mr. Tonry:

This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated 2 U.S.C. §441a(a)(1)(A) in connection with the above-referenced complaint.

The Commission is in receipt of your affidavit made pursuant to our inquiry of the Rick Tonry Campaign Committee. However, should you wish to provide further information in this regard, please do so within 15 days of your receipt of this letter.

The attorney assigned to this case is Carol Darr (telephone no. 202/523-4057). Please feel free to contact her if you have any questions.

Sincerely yours,

William Oldaker
General Counsel

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

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26 APR 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Richard Tonry
422 Cannon House Office Building
Washington, D.C. 20515

RE: MUR 337 (76)

Dear Mr. Tonry:

This letter is to notify you that the Federal Election Commission has found reason to believe that you and your campaign committee have violated §441a(f) for accepting excessive contributions from Donald Zimmer, Glenn Don Teel, Donald Moffatt, Bobby Wayne Eidson. The Commission has also found reason to believe that you have violated §441a(f) for accepting an excessive contribution from Robert Berthelot. These matters are also numbered MUR 337 (76) and are in addition to the other matter about which you have previously been notified..

The Commission is planning to audit your personal and campaign committee records in connection with its investigation in the above-referenced matters.

In connection with the audit, we request that the following campaign committee materials be made available:

1. Copies of all bills and receipts which document all expenditures made by the campaign committee.

2. Copies of all checks evidencing contributions to the campaign committee. Where the contribution was

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

7804007199 3

made by an instrument other than a check, please provide a copy of the receipt.

3. Copies of all loan agreements, the proceeds of which were contributed to the campaign, and all other documents and memoranda related to these loans. In addition, please provide evidence of repayment of these loans if relevant. It is not necessary to provide copies of the six loan agreements you have already submitted, but documentation of repayment of the six loans is necessary. All materials with respect to the two loans on which Robert Berthelot's name appears are included in this request.

We request records of all of your loan agreements and documentation of the security on which these loans were based.

In connection with your personal contributions to the campaign, please indicate the assets which served as a source for these contributions. We would find it helpful if you would furnish us with all pertinent documentation which are relevant in this regard.

We will contact you shortly to arrange the time and place of the audit.

Sincerely yours,

William C. Oldaker
General Counsel

cc: Guy D'Antonio

CDarr:pjg;4/21/77

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FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

26 APR 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Charles G. Trentacosta
34 Carolyn Court
Arabi, Louisiana 70032

RE: MUR 337 (76)

Dear Mr. Trentacosta:

This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated 2 U.S.C. §441a(a)(1)(A) in connection with the above-referenced complaint.

The Commission is in receipt of your affidavit made pursuant to our inquiry of the Rick Tonry Campaign Committee. However, should you wish to provide further information in this regard, please do so within 15 days of your receipt of this letter.

The attorney assigned to this case is Carol Darr (telephone no. 202/523-4038). Please feel free to contact hereif you have any questions.

Sincerely yours,

William C. Oldaker
General Counsel

CDarr:pjg:4/22/77

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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4-26-77

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Donald G. Tudury
2801 N. Robertson Street
New Orleans, Louisiana 70117

Re: MUR 337 A (76)

Dear Mr. Tudury:

This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated 2 U.S.C. §441a(a)(1)(A) in connection with the above-referenced complaint.

The Commission is in receipt, of your affidavit made pursuant to our inquiry of the Rick Tonry Campaign Committee. However, should you wish to provide further information in this regard, please do so within 15 days of your receipt of this letter.

The attorney assigned to this case is Carol Darr (telephone no. 202/523-4057). Please feel free to contact her if you have any questions.

Sincerely yours,

William C. Oldaker
General Counsel

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CCD

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

26 APR 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Donald J. Simmer
3229 Napoleon Avenue
New Orleans, LA

Re: MUR 337 C (76)

Dear Mr. Simmer:

This letter is to notify you that the Federal Election Commission has found reason to believe that you have violated §§441a(a)(1) and 441a(f) of the Federal Election Campaign Act of 1971, as amended. We have numbered this matter MUR 337 C (76).

According to an indictment against you in the U.S. District Court for the Eastern District of Louisiana, you and three other individuals, Glenn Teel, Donald Moffatt, and Bobby Wayne Eidson each secured an $8,000 loan from the First Progressive Bank of Louisiana and contributed the proceeds to the Richard Tonry Campaign in violation of the $1,000 contribution limitation of §441a(a)(1).

Additionally, the Commission has found reason to believe that you have violated §441a(f) by knowingly accepting excessive contributions from the other three individuals on behalf of Richard Tonry.

Under the Act you have an opportunity to demonstrate that no action should be taken against you.. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. In this connection please supply answers to the attached interrogatory, which has been issued pursuant to a §437d(a)(1) Order of the Commission.

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within 15 days of receipt of this notification.

If you have any questions, please contact Carol Darr (telephone No. 202/523-4057), the attorney assigned to this matter.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely yours,

William C. Oldaker
General Counsel

CDarrPJG:4/14/77

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FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

26 APR

TO: Donald Zimmer
3229 Napoleon Avenue
New Orleans, Louisiana

The Federal Election Commission, pursuant to the attached Order, requires that you submit in writing, under oath, within fifteen (15) days, responses to the following questions:

(1) List the dates, amounts, and nature of all expenditures which you made on behalf of Richard Tonry's 1976 Federal election campaign.

Please supply copies of all receipts, bills, etc. which document such expenditures.

(2) Have you ever worked in either a paid or volunteer capacity in Richard Tonry's 1976 campaign for Federal Office? If so, please list the dates and describe the nature of such activities.

(3) Have you ever solicited any contributions or loans on behalf of or for the use of Richard Tonry's 1976 federal election campaign? If so, please provide the dates and the names of persons so solicited.

FEDERAL ELECTION COMMISSION
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(4) Have you ever received any money or in-kind contributions from any person to be expended by you or the Tonry Committee on behalf of Richard Tonry's 1976 federal election campaign? If so, please provide dates, circumstances, and names of the persons involved.

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FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

CAD

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR
Donald Zimmer)

TO: Donald Zimmer
3229 Napoleon Avenue
New Orleans, Louisiana

ORDER

The Federal Election Commission, pursuant to its powers set forth in 2 U.S.C. §437d(a)(1), requires that re responses to the attached set of questions be submitted in writing at its offices at 1325 K Street, N.W., Washington, D.C. 20463, marked to the attention of the Enforcement Division, Office of General Counsel. The responses should be made under oath and should be submitted within fifteen (15) days of your receipt of this Order.

VERNON W. THOMSON
CHAIRMAN

DATE: _____

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7 8 0 4 0 0 7 2 0 0 1

CCD

TONRY, MUMPHREY & D'ANTONIO

ATTORNEYS AT LAW

9061 W. JUDGE PEREZ DRIVE

POST OFFICE BOX 32

CHALMETTE, LOUISIANA 70044

RICHARD A. TONRY
J. WAYNE MUMPHREY
GUY J. D'ANTONIO, II
STEPHEN R. PEREZ
NUNZIO S. CUSIMANO, JR.
JAMES C. WILBERT
WAYNE J. McDOUGALL

TELEPHONE
504/271-0471
504/271-4184

RECEIVED
FEDERAL ELECTION COMMISSION
'77 APR 25 AM 1:38

April 18, 1977

Ms. Carol Darr
Federal Election Commission
1325 "K" Street, N.W.
Washington D.C. 20463

Re: Rick Tonry Campaign
Committee
I.D. No. 063843

Dear Ms. Darr:

Enclosed herewith please find loan information concerning the following:

1) $15,000.00 loan dated September 16, 1976 by Rick A. Tonry from the Whitney National Bank of New Orleans and signed by J. Wayne Mumphrey and L. J. Aiavalasiti.

2) $25,000.00 loan to Richard A. Tonry dated October 29, 1976 and signed by Robert Bertholot.

I will forward on to you Mr. Aiavalasiti's affidavit as soon as same is executed.

Yours very truly,

TONRY, MUMPHREY & D'ANTONIO

Guy J. D'Antonio

GUY J. D'ANTONIO, II
Treasurer

Enc.

GJD/lf

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7804007200 2

APR 15 1977

ACCOUNT NUMBER	800-7[redacted]-2	NOTE NO.	2902		DUE DATE
PRINCIPAL BALANCE	25,000.00	INTEREST DUE	1,232.88		04 27 77
ANNUAL PERCENTAGE RATE	10.0000	(FINANCE CHARGE) PRINCIPAL DUE	25,000.00		
DAYS	10/29/76 TO 04/27/77	PAST DUE	.00		
CHARGE TO CHECKING ACCT NO		TOTAL DUE	26,232.88		

PAY ▲ THIS AMOUNT

PLEASE MAKE CHECKS PAYABLE TO

RICHARD TONRY
9063 JUDGE PEREZ
CHALMETTE LA
70043

GULF SOUTH BANK AND TRUST CO.
P. O. BOX 425
GRETNA, LA.
70053

PLEASE RETURN THIS NOTICE WITH YOUR REMITTANCE T1 001 0

7904007200 3

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

$ 15000.00 New Orleans, La. SEP 16 1976 19

Ninety days after date, I, whether maker, endorser, guarantor, surety, or other party hereto, promise to pay to the order of Whitney National Bank of New Orleans at

WHITNEY NATIONAL BANK OF NEW ORLEANS

Fifteen Thousand & No/100 Dollars, for value received, with interest at the rate of 7 3/4 percent per annum from Date until paid.

All parties hereto hereby severally waive presentment for payment, demand, notice of non-payment, protest, and all pleas of division and discussion, and agree that the payment hereof may be extended for periods that may be longer than the original term hereof, from time to time, one or more times, without notice, hereby binding themselves, in solido, unconditionally and as original promisors, for the payment hereof, in principal, interest, costs, and attorney's fees.

All parties hereto bind themselves to pay the fees of any attorney-at-law who may be employed to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof, or to enforce the pledge herein contained, or to compromise, or to take other action with regard hereto, which fees are hereby fixed at ten per cent (10%) on the amount then owing hereon and sought to be collected, protected, or preserved, which fee is secured by the pledge herein contained.

The property described on the reverse hereof, and any property that may be substituted therefor or added thereto, and all other property that may now or at any time hereafter be given or left in the possession of the Whitney National Bank of New Orleans, for any purpose by any party hereto, or any property belonging to any party hereto, that may come or be in the possession of said Bank, or that may be in transit to or from said Bank, for any purpose, are hereby pledged and delivered to said Bank to secure the payment of this note, and of any note given in extension or renewal thereof, as well as for the payment of any other obligation or liability, direct or contingent, of any of the parties hereto to said Bank, whether due or to become due and whether now existing or hereafter arising, with interest, attorney's fees, expenses, and costs, up to the amount of $15,000,000.00. All parties hereto severally consent and agree that the property hereby pledged may be exchanged or surrendered from time to time without notice to or assent from any party hereto, and without in any manner releasing or altering their obligations hereunder. Should an earlier note of the maker be cancelled coincidentally with the execution of this note, it is agreed that this note constitutes an extension, but not a novation, as to the amount of the continuing indebtedness, and that all security rights held by said Bank under the earlier note are maintained in full force and effect from the date of their original acquisition.

Should any of the pledged property decline in value, each of the parties hereto agrees upon demand to deliver and pledge, on the terms here stated, to said Bank satisfactory additional property as security and to make payments to said Bank's satisfaction on account of this note. All stock certificates representing stock splits or stock dividends arising from the stocks pledged to secure this note are a part of this pledge, and shall be delivered to said Bank by the pledgor immediately upon receipt thereof. All parties hereto authorize the Bank in its discretion to transfer into its name, or the name of its nominee, any stock certificates hereby pledged. Not less than sixty (60) days prior to the date on which prescription might accrue on, or the time that any applicable statute of limitations might run on, any part of the pledged property, each of the parties hereto agree to pledge to Bank, additional property satisfactory to Bank, as security for payment of the within note. On the non-performance of this agreement, or upon the non-payment at any maturity of any of the obligations or liabilities of any party hereto, or upon the death, suspension, failure, or insolvency, or upon any application for the adjudication in bankruptcy, or upon the commencing of dissolution proceedings, or proceedings for the appointment of a liquidator or liquidators, of any party hereto, or upon the application by or against any party hereto for a respite, assignment, or receivership, or upon notice to Bank of any garnishment, seizure or of any outstanding tax lien or levy, then and in any such case this note and all other obligations and liabilities, direct or contingent, of the parties hereto, and each of them, to said Bank, shall forthwith mature and become due and payable, without demand, notice, or putting in default, anything herein contained to the contrary notwithstanding; and full irrevocable power and authority are hereby granted and given to said Bank, thereupon, or upon this note not being paid at maturity, to sell, assign, transfer, and effectively deliver the whole of the property of every kind pledged hereby, or any part thereof, or substitutes therefor, or additions thereto, at public or private sale, without recourse to judicial proceedings and without either demand, appraisement, advertisement, or notice of any kind, all of which are hereby expressly waived. At any such sale, said Bank may itself purchase the whole or any part of the property sold, free from any right of redemption on the part of any party hereto, which right is hereby waived and released. In case of any sale or other disposition of any of the property aforesaid, after deducting all costs, attorney's fees, and expenses of every kind, said Bank may apply the residue of the proceeds of sale or sales, pro tanto, to the payment of any or all of the obligations or liabilities of the parties hereto or any of them, whether then due or not due, up to the amount of $15,000,000.00, making proper rebate for interest on obligations or liabilities not then due and returning the overplus, if any, to the maker hereof.

All parties hereto hereby authorize and empower said Bank, at any time, to appropriate and apply to the payment and extinguishment hereof and/or of any of the obligations or liabilities, direct or contingent, of any of the parties hereto, whether now existing or hereafter arising, and whether then due or not due, up to the amount of $15,000,000.00, said Bank being authorized to impute the payments as it sees fit, any and all moneys, stocks, bonds, or other property of any kind whatever now or hereafter in the hands of said Bank on deposit or otherwise to the credit of or belonging to any party hereto, including any moneys or other property in transit to or from said Bank for any purpose. All parties hereto do hereby further irrevocably authorize and empower said Bank, at any time, to collect, and appropriate, and apply to the payment and extinguishment hereof, the interest, dividends, or other income accruing and payable on any of the property pledged to secure the payment hereof, and, to facilitate such collection, all parties hereto agree that any of the said property may be transferred, at said Bank's option, to the name of said Bank, or its nominee, on the books of the company issuing same.

Any holder hereof may transfer this note and may deliver said collateral security or any part thereof to the transferee or transferees, who shall thereupon become vested with all the powers and rights herein given in respect thereto, and any holder making such transfer shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter. No delay on the part of any holder hereof in exercising any rights hereunder shall operate as a waiver of such rights.

RICHARD R. TONRY

$ 15000.00

Due Dec 15, 1976

[illegible] St

Gretna, La. 70032

26455

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

In consideration of the making at the request of the undersigned of the loan evidenced by the within note, the undersigned has taken notice of the conditions and promises on the reverse hereof, and binds himself in solido by each and all of them, as there stated.

Any statement, on this note or any other note signed by the maker hereof, of value of any collateral is to be taken as made by the maker of this note only, and not by said bank.

J. Wayne Mugelmeier

L. J. Giarrotsis

COPY

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

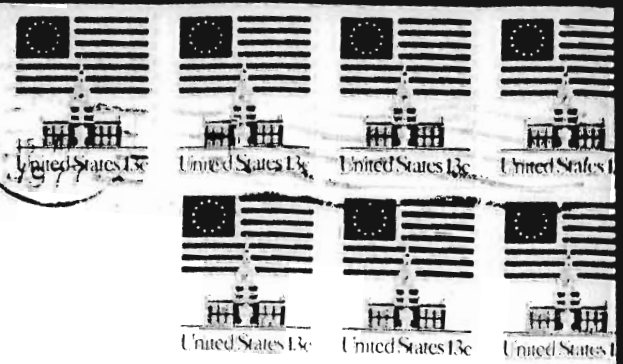
7801007200

TONRY, MUMPHREY & D'ANTONIO
ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

4007205

APR 19 AM 10:41

CERTIFIED
No. 737754
MAIL



Ms. Carol Darr
Federal Election Commission
1325 "K" Street, N.W.
Washington, D.C. 20463

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 337 (76)
Richard Tonry)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on April 23, 1977, the Commission approved the General Counsel's draft letter to the Honorable Richard Tonry notifying him that the Federal Election Commission has found reason to believe that he had violated §441a(f) of the Federal Election Campaign Act, as amended.

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

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FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Burkhart

FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

April 22, 1977

MEMORANDUM TO: Marge Emmons

FOR: The Commission

FROM: William C. Oldaker

Attached is a letter to Congressman Richard Tonry advising him that the Commission has found "reason to believe" with regard to other matters in MUR 337 (76) and that the Commission will conduct an audit of his campaign records.

This letter was inadvertently omitted from the package that the Commission received with regard to Tonry, and should be circulated on a 24-hour no-objection basis.

The General contents of the letter were discussed and approved at the Commission meeting of April 21, 1977.

ATTACHMENT

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7804007208

Burkhart

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Richard Tonry
422 Cannon House Office Building
Washington, D.C. 20515

RE: MUR 337 (76)

Dear Mr. Tonry:

This letter is to notify you that the Federal Election Commission has found reason to believe that you and your campaign committee have violated §441a(f) for accepting excessive contributions from Donald Zimmer, Glenn Don Teel, Donald Moffatt, Bobby Wayne Eidson. The Commission has also found reason to believe that you have violated §441a(f) for accepting an excessive contribution from Robert Berthelot. These matters are also numbered MUR 337 (76) and are in addition to the other matter about which you have previously been notified.

The Commission is planning to audit your personal and campaign committee records in connection with its investigation in the above-referenced matters.

In connection with the audit, we request that the following campaign committee materials be made available:

1. Copies of all bills and receipts which document all expenditures made by the campaign committee.

2. Copies of all checks evidencing contributions to the campaign committee. Where the contribution was

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FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

made by an instrument other than a check, please provide a copy of the receipt.

3. Copies of all loan agreements, the proceeds of which were contributed to the campaign, and all other documents and memoranda related to these loans. In addition, please provide evidence of repayment of these loans if relevant. It is not necessary to provide copies of the six loan agreements you have already submitted, but documentation of repayment of the six loans is necessary. All materials with respect to the two loans on which Robert Berthelot's name appears are included in this request.

We request records of all of your loan agreements and documentation of the security on which these loans were based.

In connection with your personal contributions to the campaign, please indicate the assets which served as a source for these contributions. We would find it helpful if you would furnish us with all pertinent documentation which are relevant in this regard.

We will contact you shortly to arrange the time and place of the audit.

Sincerely yours,

William C. Oldaker
General Counsel

cc: Guy D'Antonio

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FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 337 (76)
Richard Tonry	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on April 21, 1977, the Commission determined by a vote of 6-0 to take the following actions:

1) Find Reason to Believe that Robert Berthelot had committed a violation of 2 U.S.C. §441a(a)(1)(A);

2) Find Reason to Believe that Donald Zimmer, Glenn Don Teel, Donald Moffatt, and Bobby Wayne Eidson had committed a violation of 2 U.S.C. §441a(a)(1)(A), and additionally that Donald Zimmer had committed a violation of 2 U.S.C. §441a(f);

3) Find Reason to Believe that Stephen R. Perez, J. Wayne Mumphrey, G. P. Tonry, Donald G. Tudury; R. G. Tonry, Guy J. D'Antonio, II, and Charles Trentacosta had committed a violation of 2 U.S.C. §441a(a)(1)(A); and

4) Find Reason to Believe that Richard G. Tonry, Tonry for Congress Committee, had committed a violation of 2 U.S.C. §441a(f) with respect to monies received from Berthelot, Zimmer, Don Teel, Moffatt, and Eidson

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

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MUR #266

TONRY, MUMPHREY & D'ANTONIO

ATTORNEYS AT LAW

9061 W. JUDGE PEREZ DRIVE

POST OFFICE BOX 32

CHALMETTE, LOUISIANA 70044

RICHARD A. TONRY
J. WAYNE MUMPHREY
GUY J. D'ANTONIO, II
STEPHEN R. PEREZ
NUNZIO S. CUSIMANO, JR.
JAMES C. WILBERT
WAYNE J. McDOUGALL

TELEPHONE
504/271-0471
504/271-4184

RECEIVED
FEDERAL ELECTION
COMMISSION

'77 APR 19 AM 10:52

April 12, 1977

771248

Ms. Carol Darr
Federal Election Commission
1325 "K" Street, N.W.
Washington, D.C. 20463

Re: Rick Tonry Campaign
Committee
I.D.No. 063843

Dear Ms. Darr:

Enclosed herewith, please find loan information and affidavit concerning Mr. Vincent Charles Trenacosta.

I will forward to you all other loan information concerning Congressman Tonry within the next few days or so.

With best regards, I am,

Yours very truly,

Guy J. D'Antonio

GUY J. D'ANTONIO, II
Treasurer

GJD/lf

certified mail

cc: William C. Oldaker

7804007201 2

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

STATE OF LOUISIANA

PARISH OF ST. BERNARD

BEFORE ME, the undersigned authority, personally came and appeared:

VINCENT CHARLES TRENTECOSTA

who, after being duly sworn, did depose and say:

That on or about July 16, 1976, a loan was made from the St. Bernard Bank and Trust Company to be used by the Rick Tonry Campaign Committee for campaign expenditures in the amount of FIVE THOUSAND & NO/100 ($5,000.00) DOLLARS.

That affiant went to the bank and explained what the loan was to be used for and it was his understanding that the said Rick Tonry or the Rick Tonry Campaign Committee would be responsible for the repayment of the loan. A copy of the said not is attached hereto.

That after the loan was made affiant learned that because of Rick Tonry's indebtedness, they would not allow him to co-sign the note.

That it was never affiant's intention to contribute the amount of the loan or any portion thereof to the Rick Tonry Campaign Committee and that it was affiant's understanding that his signature would be needed solely for the purpose of facilitating the transaction, and it was affiant's further understanding that Rick Tonry or the Rick Tonry Campaign Committee would be responsible for the full repayment of the said loan.

Vincent Charles Trentecosta
VINCENT CHARLES TRENTECOSTA

WITNESSES:

Debra Jarrell

Laura False.

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 19th DAY OF April, 1977.

Stephen P. Perez
NOTARY PUBLIC

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

$ 5000.00 Arabi, La., JUL 16 1976 19

August 30, 1976 after date, I, whether maker, endorser, guarantor, surety, or other party hereto, promise to pay to the order of St. Bernard Bank & Trust Co. at

Arabi, La.

ST. BERNARD BANK & TRUST CO.

five thousand and no/100 Dollars,

for value received, with interest at the rate of 9 per cent per annum from date until paid.

Upon the non-payment at any maturity of any of the obligations or liabilities of any party hereto, or upon the suspension, failure, or insolvency, or upon any application for the adjudication in bankruptcy, of any party hereto, or upon the application by or against any party hereto for a respite, assignment or receivership, then and in any such case this note and all other obligations and liabilities direct or contingent, of the parties hereto, and each of them to the St. Bernard Bank & Trust Co., Arabi, La., shall forthwith mature and become due and payable, without demand, notice, or putting in default, anything herein contained to the contrary notwithstanding.

All parties hereto hereby authorize and empower said Bank, at any time to appropriate and apply to the payment and extinguishment hereof and of any of the obligations or liabilities, direct or contingent, of any of the parties hereto, whether now existing or hereafter arising and whether then due or not due, any and all moneys, stocks, bonds, or other property of any kind whatever now or hereafter in the hands of said Bank on deposit or otherwise to the credit of or belonging to any party hereto, including any moneys or other property in transit to or from said Bank for any purpose.

All parties hereto bind themselves to pay the fees of any attorney-at-law who may be employed to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof, or to compromise or to take other action with regard hereto, which fees are hereby fixed at ten per cent (10) on the amount then owing hereon and sought to be collected, protected or preserved.

All parties hereto hereby severally waive presentment for payment, demand, notice of non-payment, protest, and all pleas of division and discussion, and agree that the payment hereof may be extended from time to time, one or more times, without notice, hereby binding themselves, in solido, unconditionally and as original promisors for the payment hereof, in principal, interest, costs and attorney's fees.

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Vincent C. Trentecoste

34 CAROLYN CT.

ARABI, LA 70032

7804007201 4

THIS LOAN WILL BE USED FOR
BUSINESS PURPOSES.

Vincent C. Tortorella

1/10/76 - Int. paid to 8/30/76 & note ext. to 10/29/76
1/3/76 — 10/29/76 & 12/28/76
1/17/77 Pd on int. to to 12/28/77 & payment written
note ext. to 2/26/77

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OFFICE OF GENERAL COUNSEL

TONRY, MUMPHREY & D'ANTONIO
ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

RICHARD A. TONRY
J. WAYNE MUMPHREY
GUY J. D'ANTONIO, II
STEPHEN R. PEREZ
NUNZIO S. CUSIMANO, JR.
JAMES C. WILBERT
WAYNE J. McDOUGALL

RECEIVED
FEDERAL ELECTION
COMMISSION
'77 APR 19 AM 10:48

April 13, 1977

771251

Ms. Carol Darr
Federal Election Commission
1325 "K" Street, N.W.
Washington, D.C. 20463

Re: Rick Tonry Campaign
Committee
I.D. No. 063843

Dear Ms. Darr:

In connection with our telephone conversation on this date, enclosed herewith, please find documents concerning the loan made by J. Wayne Mumphrey and signed by Rick Tonry, his father and his brother.

I will forward other information on to you immediately, as soon as it's received by me.

With best regards, I am,

Yours very truly,

Guy J. D'Antonio

GUY J. D'ANTONIO, II
Treasurer

Enc.

GJD/lf

cc: William C. Oldaker

certified mail

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

9400720115

FIRST NATIONAL BANK
OF ST. BERNARD PARISH
LOUISIANA

CONTINUING GUARANTY

IN CONSIDERATION of the FIRST NATIONAL BANK OF ST. BERNARD PARISH, at my request giving or extending terms of credit to

J. Wayne Mumphrey

hereinafter called debtor, I hereby give this continuing guaranty to the said FIRST NATIONAL BANK OF ST. BERNARD PARISH, LOUISIANA, hereinafter referred to as the Bank, its transferees or assigns, for the payment in full together with interest, fees and charges of whatsoever nature and kind, of any indebtedness, direct or contingent of said debtor to said Bank, up to the amount of

TWENTY FIVE THOUSAND AND NO/100 Dollars;

whether due or to become due, and whether now existing or hereafter arising; and I hereby bind and obligate myself, my heirs and assigns, in solido with said debtor, for the payment of said indebtedness precisely as if the same had been contracted and was due or owing by me in person, hereby agreeing to and binding myself, my heirs, and assigns, by all the terms and conditions contained in any note or notes signed or to be signed by said debtor, making myself a party thereto; and, waiving all notice, including notice of demand, dishonor, or protest, and all pleas of discussion and division, I agree to pay upon demand at any time to said Bank, its transferees or assigns, the full amount of said indebtedness up to the amount of this guaranty, together with interest, fees and charges, as above set forth, becoming subrogated in the event of payment in full by me to the claim of said Bank, its transferees or assigns, together with whatever security it or they may hold against said indebtedness. The Bank may extend any obligation of the debtor one or more times, and may surrender any securities held by it without notice or consent from me, and I shall remain at all times bound hereby, notwithstanding such extensions and/or surrender.

This guaranty shall continue in full force and effect and shall be terminated only upon receipt by the Bank of written notice of revocation from me, or upon receipt of notice of my death, and that, in either of said events, my liability hereon shall continue as to obligations then existing, and as to any and all renewals or extensions thereof made after said event or events.

IT IS EXPRESSLY AGREED that this continuing guaranty is absolute and complete, and that acceptance and notice of acceptance thereof by the Bank are therefore unnecessary and they are hereby expressly waived.

IN FAITH WHEREOF, I have hereunto signed my name on this the 28th day of February, 1977.

Witness

R. G. Tonry

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

F-3 12 (11/74)

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R/LAT Due July 27, 1977 No. 10643 10643 $ 25,000.00

St. Bernard Parish, La., January 28, 19 77

180 days after date, we, the signers, endorsers, guarantors, sureties and each of us, in solido, promise to pay to the order of the FIRST NATIONAL BANK OF ST. BERNARD PARISH, at its office in St. Bernard Parish, Louisiana,

TWENTY FIVE THOUSAND AND NO/100 Dollars,

for value received, with interest thereon at the rate of 9.00 per cent per annum from date until paid.

All parties hereto severally waive presentment for payment, demand, protest and notice of protest and non-payment and also all pleas of division and discussion, and agree that the payment hereof may be extended from time to time, one or more times, without notice, hereby binding themselves in solido unconditionally and as original makers and promisors for the payment hereof in principal, interest, costs and attorney's fees. The Bank may at any time release any of the parties hereto, in whole or in part, from their obligations hereunder without in any manner affecting or impairing the rights of the Bank against all other parties hereto not so released.

The parties hereto bind themselves to pay the fees of any attorney at law who may be employed to recover the amount hereof, or any part hereof, in principal or interest, or to protect the interests of the holder hereof or to compromise or to take any other action with regard hereto, which fees are hereby fixed at twenty five per cent (25%) of the amount them owing hereon and sought to be collected, protected or preserved.

On the non-performance of this agreement, or upon the non-payment at any maturity of any of the obligations or liabilities of any party hereto, or upon the death, suspension, failure, or insolvency, or upon any application for the adjudication in bankruptcy, or upon the commencing of dissolution proceedings, or proceedings for the appointment of a liquidator or liquidators, of any party hereto, or upon the application by or against any party hereto for a respite, assignment, or receivership, or upon notice to Bank of any garnishment, seizure or of any outstanding tax lien or levy, then and in any such case this note and all other obligations and liabilities, direct or contingent, of the parties hereto, and each of them, to said Bank, shall forthwith mature and become due and payable, without demand, notice, or putting in default, anything herein contained to the contrary notwithstanding.

The Bank is hereby authorized, at any time and from time to time, at its option, to apply any or all of the balance of every deposit account of the parties hereto, or any of them, or any and all stocks, bonds or other securities or property of any nature whatsoever on deposit with or held by or in possession of said Bank as collateral or otherwise, and/or any or all monies now or hereafter in the hands of the Bank, or in transit to or from the Bank, and belonging to the parties hereto, or any of them, to the payment, in whole or in part, of this note, in principal, interest, costs and attorney's fees, and/or of any of the aforesaid debts, liabilities or obligations of the parties hereto, or any of them.

As used herein, the term "parties hereto" shall be deemed to include not only the maker or makers hereof but also any endorser or endorsers, surety or sureties, and guarantor or guarantors.

All parties hereto further severally agree that this note evidences and sets forth their entire agreement with the holder hereof and that no modification hereof shall be binding unless in writing.

J. Wayne Mumphrey

J. Wayne Mumphrey

2-11-77	-11250.00
	23750.00

PROMISSORY NOTE—UNSECURED— FNB 4 (R 9/75) COMM.

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

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FIRST NATIONAL BANK
OF ST. BERNARD PARISH
LOUISIANA

CONTINUING GUARANTY

IN CONSIDERATION of the FIRST NATIONAL BANK OF ST. BERNARD PARISH, at my request giving or extending terms of credit to

J. Wayne Mumphrey

hereinafter called debtor, I hereby give this continuing guaranty to the said FIRST NATIONAL BANK OF ST. BERNARD PARISH, LOUISIANA, hereinafter referred to as the Bank, its transferees or assigns, for the payment in full together with interest, fees and charges of whatsoever nature and kind, of any indebtedness, direct or contingent of said debtor to said Bank, up to the amount of

TWENTY FIVE THOUSAND AND NO/100 Dollars; whether due or to become due, and whether now existing or hereafter arising; and I hereby bind and obligate myself, my heirs and assigns, in solido with said debtor, for the payment of said indebtedness precisely as if the same had been contracted and was due or owing by me in person, hereby agreeing to and binding myself, my heirs, and assigns, by all the terms and conditions contained in any note or notes signed or to be signed by said debtor, making myself a party thereto; and, waiving all notice, including notice of demand, dishonor, or protest, and all pleas of discussion and division, I agree to pay upon demand at any time to said Bank, its transferees or assigns, the full amount of said indebtedness up to the amount of this guaranty, together with interest, fees and charges, as above set forth, becoming subrogated in the event of payment in full by me to the claim of said Bank, its transferees or assigns, together with whatever security it or they may hold against said indebtedness. The Bank may extend any obligation of the debtor one or more times, and may surrender any securities held by it without notice or consent from me, and I shall remain at all times bound hereby, notwithstanding such extensions and/or surrender.

This guaranty shall continue in full force and effect and shall be terminated only upon receipt by the Bank of written notice of revocation from me, or upon receipt of notice of my death, and that, in either of said events, my liability hereon shall continue as to obligations then existing, and as to any and all renewals or extensions thereof made after said event or events.

IT IS EXPRESSLY AGREED that this continuing guaranty is absolute and complete, and that acceptance and notice of acceptance thereof by the Bank are therefore unnecessary and they are hereby expressly waived.

IN FAITH WHEREOF, I have hereunto signed my name on this the 25 day of Jan. 25, 1977.

Witness [illegible]

Richard A. Tonry

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

FNB 12 (11/74)

7804007220

FIRST NATIONAL BANK
OF ST. BERNARD PARISH
LOUISIANA

CONTINUING GUARANTY

IN CONSIDERATION of the FIRST NATIONAL BANK OF ST. BERNARD PARISH, at my request giving or extending terms of credit to

J. WAYNE MUMPHREY

hereinafter called debtor, I hereby give this continuing guaranty to the said FIRST NATIONAL BANK OF ST. BERNARD PARISH, LOUISIANA, hereinafter referred to as the Bank, its transferees or assigns, for the payment in full together with interest, fees and charges of whatsoever nature and kind, of any indebtedness, direct or contingent of said debtor to said Bank, up to the amount of

TWENTY-FIVE THOUSAND AND 00/ 100 - Dollars; whether due or to become due, and whether now existing or hereafter arising; and I hereby bind and obligate myself, my heirs and assigns, in solido with said debtor, for the payment of said indebtedness precisely as if the same had been contracted and was due or owing by me in person, hereby agreeing to and binding myself, my heirs, and assigns, by all the terms and conditions contained in any note or notes signed or to be signed by said debtor, making myself a party thereto; and, waiving all notice, including notice of demand, dishonor, or protest, and all pleas of discussion and division, I agree to pay upon demand at any time to said Bank, its transferees or assigns, the full amount of said indebtedness up to the amount of this guaranty, together with interest, fees and charges, as above set forth, becoming subrogated in the event of payment in full by me to the claim of said Bank, its transferees or assigns, together with whatever security it or they may hold against said indebtedness. The Bank may extend any obligation of the debtor one or more times, and may surrender any securities held by it without notice or consent from me, and I shall remain at all times bound hereby, notwithstanding such extensions and or surrender.

This guaranty shall continue in full force and effect and shall be terminated only upon receipt by the Bank of written notice of revocation from me, or upon receipt of notice of my death, and that, in either of said events, my liability hereon shall continue as to obligations then existing, and as to any and all renewals or extensions thereof made after said event or events.

IT IS EXPRESSLY AGREED that this continuing guaranty is absolute and complete, and that acceptance and notice of acceptance thereof by the Bank are therefore unnecessary and they are hereby expressly waived.

IN FAITH WHEREOF, I have hereunto signed my name on this the 27 day of January, 1977.

Witness _____

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

FNB 12 (11 74)

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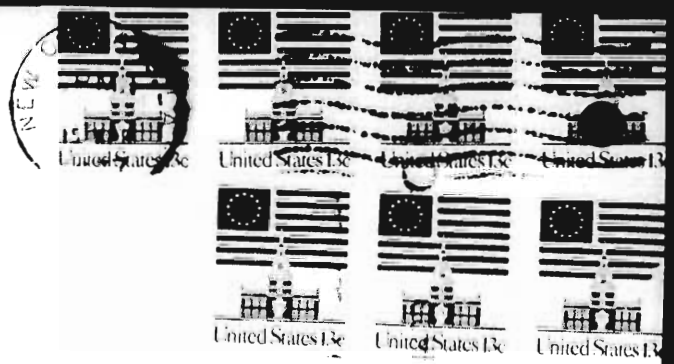
TONRY, MUMPHREY & D'ANTONIO
ATTORNEYS AT LAW
9061 W JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044



Ms. Carol Darr
Federal Election Commission
1325 "K" Street, N.W.
Washington D. C. 20463

CERTIFIED
No. 737717
MAIL

APRIL 19, 1977

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 337 (76)
Richard Tonry	)	

INTERIM INVESTIGATORY REPORT

I. Statement

This report summarizes the outstanding evidence in this MUR and and makes recommendations for further investigation.

II. Summary of Prior Proceedings

This MUR was initiated on the basis of a notarized complaint filed on November 4, 1976, by Tonry's opponent in the general election, Robert Livingston.

The complainant alleged that seven loans of $5,000 each were made to the Rick Tonry Campaign in violation of the $1,000 limitation of §441a(a)(1)(A). The General Counsel's analysis of Tonry's reports also indicated that the candidate himself had loaned his campaign committee $45,000 in addition to contributing $52,900.

On December 22, 1976, the Commission found reason to believe that the seven $5,000 contributions violated §441a(a)(1)(A), and requested documentation of these loans.

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OFFICE OF GENERAL COUNSEL

Additionally, the Commission asked Tonry to supply copies of all loan agreements which he himself had made for the purpose of contributing the money to the campaign.

III. Evidence

A. Tonry's Reports

On March 2, 1977, (approximately a month past the due date) the Commission received a partial response from the Campaign treasurer (and member of Tonry's law firm) Guy D'Antonio, who provided six of the seven $5,000 loan agreements. Nothing was submitted with regard to Mr. Tonry's personal loans. On April 6, the General Counsel sent Tonry another letter requesting the missing information.

Each of the six loan agreements supplied was unsecured. Each was accompanied by an affidavit from the individual involved which indicated that "it was affiant's understanding that Richard A. Tonry and his campaign committee would be responsible for the full repayment of the loan." Five of the loans were co-endorsed by the candidate.

The sixth loan was co-signed, rather than endorsed by Tonry. This loan, from G. P. Tonry, the candidate's father, was not in the amount of $5,000 as the campaign committee had reported, but rather in the amount of $10,000.

The affidavit and loan agreement submitted in connection with D'Antonio's loan reflects that the money was borrowed to buy a car, but that D'Antonio later decided to contribute the funds to the campaign.

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The loan from Stephen Perez, another member of Tonry's law firm, was endorsed by both Tonry and Wayne Mumphrey (the campaign manager). Mumphrey's legal liability on Perez's loan, in addition to his own $5,000 loan, increases Mumphrey's contribution to $7,500.

Although no documentation was submitted for the seventh loan, from Charles Trentacosta, D'Antonio stated in a telephone conversation with Carol Darr of my staff that the bank had refused to allow Tonry to endorse Trentacosta's loan.

The omission of any information regarding Congressman Tonry's loans and contributions is significant. His campaign reports list a total of $45,000 in loans (excluding Berthelot's loans, infra), in addition to $52,900 in contributions made by the candidate. It is unclear whether the candidate had the personal assets to account for this money.

B. Investigations by Other Agencies and Parties

Tonry is currently being investigated by the District Attorney's office and the U.S. Attorney's office of Louisiana, and the U.S. House of Representatives, for election fraud.

The facts are as follows: In the Democratic primary run-off October 2, 1976, in which nearly 100,000 votes

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were cast, Tonry scored a 184-vote victory over James Moreau.

A month later in the general election, Tonry overcame the Republican opponent, Robert Livingston, by around 5,000 votes.

Tonry was backed by the "Rowley faction," led by Jack Rowley, Sheriff of St. Bernard county. Rowley was also responsible for choosing the Election Commissioners, 20 of whom have pleaded guilty of Federal grand jury indictments charging them with casting at least 390 fraudulent votes for Tonry in the primary.

Moreau was backed by the "Perez administration," whose leaders include Leander Perez, the State District Attorney who is investigating Tonry's election.

Moreau has filed a petition with the U.S. House of Representatives to unseat Tonry, based on Tonry's fraudulent primary victory. The House is currently investigating the charge.

One of Tonry's fundraisers, Donald Zimmer has admitted to securing an $8,000 loan in his own name, and soliciting three other $8,000 loans from Glenn Don Teel, Donald Moffatt, and Bobby Wayne Eidson. The entire $32,000 was given to Zimmer to be used in Tonry's Congressional Campaign.

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Zimmer has said that he paid $1,047 cash for radio ads with part of the money. The ads however were bought on October 21, 1977, four days before the four $8,000 loans were made on October 25.

A newspaper article in the New Orleans States-Item on January 28, 1977, also states that "newspapers and other radio stations in the First Congressional District ran a number of ads placed by Zimmer before the October 2 second primary (i.e., the run-off) and the November 2 general election on behalf of Tonry." The expenditures by Zimmer were not listed in Tonry's own campaign financial reports to the FEC. Zimmer has been indicted and has apparently pled guilty to charges arising from these expenditures.

Tonry also received two loans from a Mr. Robert Berthelot, both of which Tonry has reported.

The thirtieth Day Report Following the General Election filed by the campaign committee lists two contributions from

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Robert Berthelot with the following notations:

1. Loan from the First National Bank of St. Bernard. Federally Chartered. Made by Robert Berthelot and co-signed by candidate. Refunded as unacceptable. (Kept one day only.) 10/28/76 - $20,000

2. Loan from Gulf South Bank. Federally chartered. Made to candidate and co-signed by Robert Berthelot. 10/29/76 - $25,000

The only difference in the loans, other than the amount, is that one is made by Berthelot and co-signed by the candidate, and the other is made by the candidate and co-signed by Berthelot.

An article in the New Orleans State-Item on January 27, 1977 states:

> Tonry explained that he had exhausted the limit he as an individual could borrow from the First National Bank (his own bank) so Berthelot became the borrower.
>
> This arrangement appeared, however, in technical violation of the law, so the [first] $20,000 loans were returned the next day.

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Why the campaign considered one loan acceptable and not the other is unexplained.

IV. Description of Further Investigative Proposals

As the proceeding summary of evidence in this matter indicates, it appears likely that Congressman Tonry and his committee have committed violations of 2 U.S.C. §434, §441a(a), and §441a(f). However, the information heretofore produced is not complete or fully responsive to the Commission's inquiries, and it seems to us that further investigative steps are required which would encompass the following information: campaign records of all contributions and expenditures, all loan agreements the proceeds of which were contributed to the campaign, and all sources of income from which the candidate made contributions to his campaign. Additionally, the investigation should examine the records and expenditures of Donald Zimmer.

The greater part of this information could be analyzed in the context of a Commission audit of Congressman Tonry's campaign records.

It also now appears that there is reason to believe that other violations may have been committed by persons not

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originally included in the scope of this MUR. Thus we have included herewith initial reports recommending findings of reason to believe as to Robert Berthelot, and Donald Zimmer and certain associates. We have also included a report recommending reason to believe as to the seven donors of the $5,000 loans to the Tonry campaign, advising them that they have made illegal contributions, pursuant to 2 U.S.C. §441a(a)(1)(A). (Tonry's committee has already been notified as the recipient of the contributions.) We would expect to coordinate our actions against these persons with all actions taken with regard to Congressman Tonry and his committee.

As part of the investigation it may be necessary to depose certain individuals associated with Tonry's campaign; however, it is anticipated that any such actions would occur subsequent to the audit. Among those persons from whom we would expect to take depositions are all persons listed as respondents in attached General Counsel's Report, and members of Tonry's campaign committee staff.

V. Recommendation

We recommend that the Commission find reason to believe with regard to the respondents named in the attached General Counsel's Report, and that the attached letters be sent, including the interrogatories pursuant to an Order of the Commission.

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We also recommend that the Commission undertake an audit of Congressman Tonry's campaign records, and that the Commission consider compulsory process for the production of these documents should it become necessary. Finally, we request authority to depose relevant persons, a list of which will be circulated at a later date on no objection basis.

WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE: 19 April 1977

CHARLES N. STEELE
ACTING GENERAL COUNSEL

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FEDERAL ELECTION COMMISSION
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APRIL 19, 1977

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 337 (76)
Richard Tonry	)	

GENERAL COUNSEL'S REPORT
RECOMMENDING ADDITIONAL FINDINGS OF
REASON TO BELIEVE

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I. Statement

As part of its ongoing investigation of the records and secondary source materials in the above-numbered MUR, the Office of General Counsel has found information which, in our opinion, gives reason to believe that additional violations have been committed by Congressman Tonry, his campaign committee, and by various individuals who were associated (or appear to have been associated) with the campaign. In this report we summarize these violations and recommend a finding of reason to believe as to the individuals involved.

II. SUMMARY OF PERTINENT FACTS AND ALLEGATIONS

A. Robert Berthelot

The 30-day Post Election Report filed by the Rick Tonry Committee lists two entries regarding Robert

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Berthelot. The first was a loan from the First National Bank of St. Bernard in the amount of $20,000, made by Robert Berthelot and co-signed by the candidate. A notation on the report states "Kept one day only. Refunded as Unacceptable."

The second contribution is a loan from Gulf South Bank in the amount of $25,000, made by the candidate and co-signed by Robert Berthelot. This loan was not returned.

An article by Sam Hanna in the New Orleans States-Item on January 27, 1977, states:

> Tonry explained that he had exhausted the limit he as an individual could borrow from the First National Bank (his own bank) so Berthelot became the borrower.
>
> This arrangement appeared, however, in technical violation of the law so the [first] $20,000 loans were returned the next day.

No reason is given why the campaign considered one loan acceptable and not the other.

The second loan, for $25,000 which Berthelot co-signed constitutes a contribution by him in an amount equal to half the amount of the loan, i.e., $12,500. According to the provisions of 2 U.S.C. §431(e)(5)(G)(ii), loans "shall

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be considered a loan by each endorser or guarantor, in that proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors." This loan is of course considered a contribution to the candidate within the meaning of 2 U.S.C. §431(e)(1), in excess of the $1,000 contribution limitation imposed by §441a(a)(1)(A).

Additionally, there is reason to believe a violation of §441a(f) against Richard Tonry for accepting this excessive contribution.

B. Donald Zimmer, et al.

Information set forth in a U.S. Department of Justice indictment filed in the U.S. District Court for the Eastern District of Louisiana charges that Donald Zimmer and three other individuals -- Glenn Don Teel, Donald Moffatt, and Bobby Wayne Eidson -- each secured an $8,000 loan from the First Progressive Bank of Metairie, Louisiana, and gave the proceeds of the loans to Zimmer to be used in Richard Tonry's Federal election campaign. Zimmer allegedly paid $1,047 cash for radio advertisements advocating the election of Richard Tonry with part of the money. The ads, however, were bought on October 21, 1976, four days before the four

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$8,000 loans were made on October 25, 1976.

If the information available is accurate, each of the four respondents has violated the $1,000 contribution limit of §441a(a)(1). Additionally, Richard Tonry, the Rick Tonry Campaign Committee, and Zimmer may have violated §441a(f) for knowingly accepting contributions made for the benefit or use of a candidate in violation of contribution limitations.

C. Stephen R. Perez, et al.

On December 22, 1976, pursuant to a notarized complaint, the Commission found reason to believe that Richard Tonry had violated 2 U.S.C. §441a in that he accepted loans in the amount of $5,000 from seven individuals. The individuals were Stephen R. Perez, J. Wayne Mumphrey, G. P. Tonry, Donald G. Tudury, R. G. Tonry, Guy J. D'Antonio, II, and Charles Trentacosta. On February 25, 1977, pursuant to a letter of inquiry to Mr. Tonry concerning the loans, the Treasurer of the Rick Tonry Campaign Committee provided the Commission with affidavits from six of the seven individual lenders confirming the making of the loans "in the amount of $5,000 to be used by the Rick Tonry Campaign Committee for campaign expenditures." Each affiant stated that it was "never his intention to contribute the amount of the

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loan or any portion thereof to the Rick Tonry Campaign Committee and that affiant's signature was affixed solely for the purpose of facilitating the transaction, and further, it was affiant's understanding that Richard A. Tonry and his campaign committee would be responsible for the full repayment of the said loan."

The response from the Tonry Committee did not contain a statement from the seventh lender, Charles Trentacosta. It was claimed that Mr. Trentacosta was out of town and his loan information was unavailable but would be forwarded, along with his affidavit, as soon as he returned. To date, the information has not been provided.

Since each of the loans exceeds the individual contribution limitations set forth in 2 U.S.C. §441a(a)(1)(A), there is reason to believe that the above-named individuals have violated the Act. Although the lenders say they did not intend to contribute the amount of the loan to the Tonry Committee, §431(e)(5)(G) of the Act indicates that acting as a co-signator is tantamount to being a contributor. Accordingly, there is reason to believe that the seven lenders have exceeded their individual contribution limits.

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III. Recommendations

The Office of General Counsel recommends that the following violations be found by the Commission:

1. Robert Berthelot - determination of reason to believe as to 2 U.S.C. §441a(a)(1)(A).

2. Donald Zimmer, Glenn Don Teel, Donald Moffatt, Bobby Wayne Eidson - determination of reason to believe as to 2 U.S.C. §441a(a)(1)(A); additionally, determination of reason to believe as to 2 U.S.C. §441a(f) against Donald Zimmer.

3. Stephen R. Perez, J. Wayne Mumphrey, G. P. Tonry, Donald G. Tudury, R. G. Tonry, Guy J. D'Antonio, II, Charles Trentacosta - determination of reason to believe as to 2 U.S.C. §441a(a)(1)(A).

4. Richard G. Tonry, Tonry for Congress Committee - reason to believe as to 2 U.S.C. §441a(f), with respect to monies received from Berthelot, Zimmer, Don Teel, Moffatt, and Eidson.

WILLIAM C. OLDAKER
GENERAL COUNSEL

DATE: 4/19/77

CHARLES N. STEELE
ACTING GENERAL COUNSEL

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

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file

CDARR:pjg:4/5/77
cc: Chron file
MUR file
CD

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

The Honorable Richard Tonry
422 Cannon House Office Building
Washington, D.C. 20515

Re: MUR337 (76)

Dear Congressman Tonry:

On March 2, 1977, the Commission received from Mr. D'Antonio a partial response to our request for copies of the seven $5,000 loans to your campaign, and the loans which you personally made to the campaign.

To date we have received copies of only six of the seven $5,000 loans. Nothing has been submitted with regard to your loans on Mr. Trentacosta's $5,000 loan.

Although Mr. D'Antonio advised us that Mr. Trentecosta's absence from the city impeded the documentation of his loan, please be advised that no extension of the January 30, 1977 deadline has been granted by the Commission.

As you will recall, the Commission's January 13, 1977, letter also requested, inter alia, "copies of all loan agreements made in your name for the purpose of contributing the money to your campaign."

If these materials, which were due two months ago, are not received by the Commission within five (5) days after receipt of this notification, I will ask the Commission to consider compulsory process for the production of these documents.

Sincerely yours,

William C. Oldaker
General Counsel

cc: Mr. Guy D'Antonio
Tonry, Mumphrey & D'Antonio
9061 W. Judge Perez Drive
P. O. Box 32
Chalmette, LA 70044

cb/pjg

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LIVINGSTON & POWERS
ATTORNEYS AT LAW
4650 GEN. DEGAULLE DR.
SUITE 210
NEW ORLEANS, LA. 70114
TELEPHONE 393-0080

ROBERT L. LIVINGSTON
RHETT M. POWERS

CC# 1330

'77 MAR 9 AM 10:22

March 2, 1977

Federal Election Commission
1325 K Street, NW
Washington, D.C. 24063

770778

Gentlemen:

By letter of November 4, 1976, I registered a formal complaint with your agency regarding the campaign of now-Congressman, Richard A. Tonry. Since then, I have only received one letter from you, dated January 13, 1977, which stated only that you had completed a preliminary review of my complaint, and that you were also investigating my own reports in compliance with federal law.

I would greatly appreciate your detailing your findings in this matter. It would seem that if the Federal Campaign Practices Act is to be in the least bit effective to eliminate corrupt practices in federal elections, some affirmative action should have been taken prior to this date.

Approximately sixteen persons have pleaded guilty of vote fraud, and have admitted to having stolen in excess of the vote margin between the candidates of the Democratic Primary, which votes they said were stolen on behalf of Mr. Tonry.

Newspaper accounts reflect that numerous individuals have admitted under oath that they contributed funds totalling as much as eight times the legal limits of the FEC laws, and that Mr. Tonry played a direct role in soliciting those funds.

Court battles continue while the Congress deliberates on whether to evict Mr. Tonry from his seat.

In the meantime, Mr. Tonry ran an advertisement in the local newspapers, (Times Picayune and States Item, 2/17/77) which in spite of all his problems, still did not contain the

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proper disclaimer information as required by federal law.

Yet absolutely nothing has been heard from the very commission which was established to insure fair elections. I sincerely hope that the lack of news is not a reflection of your activity in this area. If so, candidates who honestly intend to comply with the law will always be defeated by those who disregard it, since the latter may be assured that their actions will be tolerated without consequence.

Hoping to hear from you soon, I remain,

Very truly yours,

Robert L. Livingston

RLL/lml

cc: Honorable Gerald Gallinghouse
U.S. Attorney
500 Camp Street
New Orleans, La. 70130

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TONRY, MUMPHREY & D'ANTONIO
ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

RICHARD A. TONRY
J. WAYNE MUMPHREY
GUY J. D'ANTONIO, II
STEPHEN R. PEREZ
NUNZIO S. CUSIMANO, JR.
JAMES C. WILBERT
WAYNE J. McDOUGALL

TELEPHONE
504/271-0471
504/271-4184

RECEIVED FEDERAL ELECTION COMMISSION
'77 MAR 2 AM 10:38

February 25, 1977

Ms. Carol Darr
Federal Election Commission
1325 K. Street, N.W.
Washington, D.C. 20463

Re: Rick Tonry Campaign Committee
Id. No. 063843

Dear Ms. Darr:

Enclosed herewith please find affidavits and loan information which you requested in connection with the above captioned committee.

Copies of Mr. Trentacosta's loan information are presently unavailable to us as Mr. Trentacosts is out of town. We will forward to you his loan information and affidavit as soon as he is back in town.

If you have any questions whatsoever, please feel free to contact the undersigned.

Yours very truly,

Guy J. D'Antonio

GUY J. D'ANTONIO
TREASURER
RICK TONRY CAMPAIGN COMMITTEE

GJD/dj
Enclosures

Certified return receipt requested.

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OFFICE OF GENERAL COUNSEL

STATE OF LOUISIANA

PARISH OF ST. BERNARD

BEFORE ME, the undersigned authority, personally came and appeared:

STEPHEN R. PEREZ

who, after being duly sworn did depose and say:

That on or about July 27, 1976, a loan was made from the First National Bank of St. Bernard in the amount of $5,000.00, to be used by the Rick Tonry Campaign Committee for campaign expenditures.

That in order to facilitate the obtaining of the loan, affiant signed the promissory note which evidenced the debt and it was co-signed by Richard A. Tonry. A copy of the renewed note is attached hereto.

That it was never affiant's intention to contribute the amount of the loan or any portion thereof to the Rick Tonry Campaign Committee and that affiant's signature was affixed solely for the purpose of facilitating the transaction, and further, it was affiant's understanding that Richard A. Tonry and his campaign committee would be responsible for the full repayment of the said loan.

Accordingly, principal reduction payments have been made by the said committee.

Stephen R. Perez

STEPHEN R. PEREZ

Debra Jarrell

Deborah DeRoche

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS

25 DAY OF Feb, 1977.

J. Wayne Murphey

NOTARY PUBLIC

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

R/LAT Due July 27, 1977

St. Bernard Parish, La.

180 days after date, on the night [illegible]

to pay to the order of the FIRST NATIONAL BANK OF [illegible]

FIVE THOUSAND AND NO/100

for value received, with interest thereon at the rate of [illegible]

[illegible]

PROMISSORY NOTE—UNSECURED— [illegible]

7 8 0 4 0 0 7 2 0 4 5

Proceeds of loan used to renew Note #10458.

Stephen R. Perez

Endorsed by:

Richard A. Tonry

J. Wayne Humphrey

7804007204 4

7 8 0 4 0 0 7 2 0 4 5

STATE OF LOUISIANA

PARISH OF ST. BERNARD

BEFORE ME, the undersigned authority, personally came and appeared:

J. WAYNE MUMPHREY,

who after being duly sworn did depose and say:

That on or about July 19, 1976, a loan was made from the First National Bank of St. Bernard to be used by the Rick Tonry Campaign Committee for campaign expenditures, in the amount of $5,000.00.

That in order to facilitate the obtaining of the loan, affiant signed the promissory note which evidenced the debt, and Richard A. Tonry co-signed it. A copy of the said note is attached hereto.

That it was never affiant's intention to contribute the amount of the loan or any portion thereof to the Rick Tonry Campaign Committee and that affiant's signature was affixed solely for the purpose of facilitating the transaction, and further, it was affiant's understanding that Richard A. Tonry and his campaign committee would be responsible for the full repayment of the said loan.

Accordingly, principal reduction payments have been made by the said committee.

J. Wayne Mumphrey

J. WAYNE MUMPHREY

Laura Fabre

Debra Jarrell

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 24 DAY OF Feb., 1977.

Stephen D. Perez

NOTARY PUBLIC

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7 8 0 4 0 0 7 2 0 4 6

No. 10187 10187

July 21, 19 76

[illegible] and each of us, in solido, promise [illegible] in St. Bernard Parish, Louisiana.

[illegible] Dollars,

[illegible] amount from [illegible] until paid.

[illegible]

[illegible]

[illegible]

Proceeds credited to acct. 0001-552-5

7 8 0 4 0 0 7 2 0 4 7

STATE OF LOUISIANA

PARISH OF ST. BERNARD

BEFORE ME, the undersigned authority, personally came and appeared:

G.P. TONRY

who, after being duly sworn did depose and say:

That on or about July 19, 1976, a loan was made from the First National Bank of St. Bernard in the amount of $10,000.00, to be used by the Rick Tonry Campaign Committee for campaign expenditures.

That in order to facilitate the obtaining of the loan, affiant signed the promissory note which evidenced the debt and it was co-signed by Richard A. Tonry. A copy of the note is attached hereto.

That it was never affiant's intention to contribute the amount of the loan or any portion thereof to the Rick Tonry Campaign Committee and that affiant's signature was affixed solely for the purpose of facilitating the transaction, and further, it was affiant's understanding that Richard A. Tonry and his campaign committee would be responsible for the repayment of the said loan.

Accordingly, principal reduction payments have been made by the said committee.

Debra Jarrell

G.P. TONRY

SWORN TO AND SUBSCRIBED BEFORE ME ON

THIS 25 DAY OF Feb, 1977

J. Wayne Murphy

NOTARY PUBLIC

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Due January 10, 1973

St. E

ONE YEAR after date, we

to pay to the order of the FIRST NATIONAL BANK OF

1STNAT'L BANK
OF ST. PETERSBURG

for value received, with interest thereon at the

All parties hereto severally waive demand and notice of payment, protest and notice of protest and dishonor, and agree that the obligee hereof may be extended from time to time without affecting the liability of any party hereto, and that payment hereof may be secured by a mortgage on real estate or personal property, and that the obligee hereof may release any security for payment hereof without affecting the liability of any party hereto.

The parties hereto and hereof, as makers, endorsers, sureties, or guarantors, hereby waive the benefits of the homestead and exemption laws of the State of Illinois as to the payment of this note, and each of them hereby expressly waives and release all rights of homestead and exemption under said laws.

On the non-performance of this promissory note, the holder of the note shall be entitled to a judgment against the maker, endorsers, sureties, or guarantors, jointly and severally, for the principal and interest then due and payable hereunder, together with all costs of suit, including a reasonable attorney's fee.

[illegible]

[illegible]

[illegible]

Guarantor or endorser

[illegible]

PROMISSORY NOTE—UNSECURED—

7804007204 9

PROCEEDS USED TO RENEW LOAN # 10384
IN THE NAME OF R.A. TONRY AND G.P. TONRY

Richard A. Tonry

7 8 0 4 0 0 7 2 0 5 0

STATE OF LOUISIANA

PARISH OF ST. BERNARD

BEFORE ME, the undersigned authority, personally came and appeared:

DONALD G. TUDURY

who, after being duly sworn did depose and say:

That on or about July 16, 1976, a loan was made from the First National Bank of St. Bernard in the amount of $5,000.00, to be used by the Rick Tonry Campaign Committee for campaign expenditures.

That in order to facilitate the obtaining of the loan, affiant signed the promissory note which evidenced the debt and it was co-signed by Richard A. Tonry. A copy of the note is attached hereto.

That it was never affiant's intention to contribute the amount of the loan or any portion thereof to the Rick Tonry Campaign Committee and that affiant's signature was affixed solely for the purpose of facilitating the transaction, and further, it was affiant's understanding that Richard A. Tonry and his campaign committee would be responsible for the repayment of the said loan.

Accordingly, principal reduction payments have been made by the said committee.

Debra Jarrell

Ron Seal

Donald G. Tudury

DONALD G. TUDURY

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS

25 DAY OF Feb, 1977.

J. Wayne Murphy

NOTARY PUBLIC

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Due

St. Bernard [illegible]

after date, we, the [illegible]

to pay to the order of the FIRST NATIONAL BANK OF ST. BE[illegible]

[illegible]

Val[illegible]

for value received, with interest thereon at the rate of [illegible]

All action [illegible]

agree that the payment [illegible]

[illegible]

[illegible]

The makers [illegible]

[illegible]

[illegible]

[

Proceeds credid to acct. 0001-552-5

7804007205 5

STATE OF LOUISIANA

PARISH OF ST. BERNARD

BEFORE ME, the undersigned authority, personally came and appeared:

R.G. TONRY

who, after being duly sworn did depose and say:

That on or about July 19, 1976, a loan was made from the First National Bank of St. Bernard in the amount of $5,000.00, to be used by the Rick Tonry Campaign Committee for campaign expenditures.

That in order to facilitate the obtaining of the loan, affiant signed the promissory note which evidenced the debt and it was co-signed by Richard A. Tonry. A copy of the note is attached hereto.

That it was never affiant's intention to contribute the amount of the loan or any portion thereof to the Rick Tonry Campaign Committee and that affiant's signature was affixed solely for the purpose of facilitating the transaction, and further, it was affiant's understanding that Richard A. Tonry and his campaign committee would be responsible for the repayment of the said loan.

Accordingly, principal reduction payments have been made by the said committee.

Debra Jarrell
Ron Landa

R.G. TONRY

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS

25 DAY OF Feb., 1977.

J Wayne Murphy

NOTARY PUBLIC

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Due

St. Bernard

after date, we, the undersigned, [illegible]

to pay to the order of the FIRST NATIONAL BANK [illegible]

For value received, with interest thereon at the rate [illegible]

All parties hereto severally waive presentment for payment, protest and notice of protest, demand and dishonor and nonpayment of this note, and agree that the payment hereof may be extended from time to time without prejudice to the holder hereof, and that any party hereto may be released from liability hereon without prejudice to the holder hereof.

The sum of money all of which is to be paid by the undersigned under this note is payable in the coin or currency of the United States of America.

If any one or more of the undersigned shall default in the payment of any of the above indebtedness, then the entire unpaid balance of principal and interest shall at the option of the holder hereof become immediately due and payable without notice, demand or any other formality, and shall bear interest at the rate of [illegible] per annum from maturity until paid.

[illegible]

[illegible]

[illegible]

Proceeds credited to acct. 0001-552-5

7 8 0 4 0 0 7 2 0

7 8 0 4 0 0 7 2 0 5 7

STATE OF LOUISIANA

PARISH OF ST. BERNARD

BEFORE ME, the undersigned authority, personally came and appeared:

GUY J. D'ANTONIO, II

who after being duly sworn did depose and say:

That he is the Treasurer for the Rick Tonry Campaign Committee.

That on or about July 12, 1976, he made a loan from the Peoples Bank of St. Bernard in the amount of $5,000.00 for the purpose of purchasing an automobile. Copies of the original loan application and the renewed note are attached hereto.

That after making the loan, an inquiry was made of him as to whether or not loans could be made and used for the said campaign committee's expenditures; That he telephoned the office of the Federal Election Commission and inquired and was informed that loans were not considered as contributions when made in the ordinary course of banking business.

That subsequently, his loan was used by the campaign committee and Richard A. Tonry co-signed the note.

That it was never affiant's intention to contribute funds to the said campaign committee, but rather, it was affiant's understanding that Richard A. Tonry and his campaign committee would be responsible for the full repayment of the said debt.

That accordingly, interest payments on the loan have been paid by the said campaign committee.

Guy J. D'Antonio II

GUY J. D'ANTONIO, II

Debra Jarrell

Deborah DeRoche

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

SWORN TO AND SUBSCRIBED BEFORE ME ON

THIS 24 DAY OF Feb, 1977

NOTARY PUBLIC

PEOPLES BANK & TRUST COMPANY
OF ST. BERNARD

Approved ☑ Disapproved ☐ By [illegible] Date 7-12-76

Name Guy J. D'Antonio Age 28

I hereby make application for loan of $5000.00 for 3 Months for purpose of AUTO PURCHASE

and offer the following collateral or co-makers NO Co. Maker

Residence Address 6227 London Drive for 3 years. Telephone No. 282-5696

Previous Address was 5309 Wakefield for 2 years

I am employed by SELF Address 9061 W. Judge Perez Dr.

For 5 years. Telephone No. 271-0472 Kind of Business ATTORNEY AT LAW

Position Name of Superior

Social Security No. 433-68-6957 Salary $16,000.00 Weekly ☐ Monthly ☐ Semi-Monthly ☐

Other Income $1800.00 Source RENTAL INCOME

Previously employed by for years

Name of Husband or Wife Rosemarie Number of other dependents 1

Husband or Wife employed by for years

Spouse's Address Salary per month

REAL ESTATE OWNED

Location	Balance Due on Real Estate	Mortgage Held By	Payable
6227 London Dr.	$26,000	1st Homestead	$250.00 per month

Loans Payable to Banks and others

Name Address Balance $ monthly

Chapman J. D'Antonio 6237 St. Anthony Relationship Father

Name Address Balance Relationship

Tony C. Ballanca 1853 Fellowship Relationship Friend

List all unpaid collateral and installment contracts

Creditor	Collateral	Original Amount	Unpaid Balance	Monthly Payments
1st Homestd.	R.O.	$25,000	$24,000	$250.00
Gen. Motors Acceptance Corp.	A.O.	$2,000	$1,000	$15.00
Hibernia Bank	A.O.	$2,000	$1,000	$60.00
		$4,000	$2,500	$140.00

Insurance Company Policy No. Amount Expiration Date

Insured Beneficiary

Policies Assigned to Amount Date Signature

Signature of Applicant

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7804007 2058

$ 5,125.00 Due 8.0 4.0 0 7 2 0 5 2 No. 10/12/76

_____ Dollars

_____ until Paid

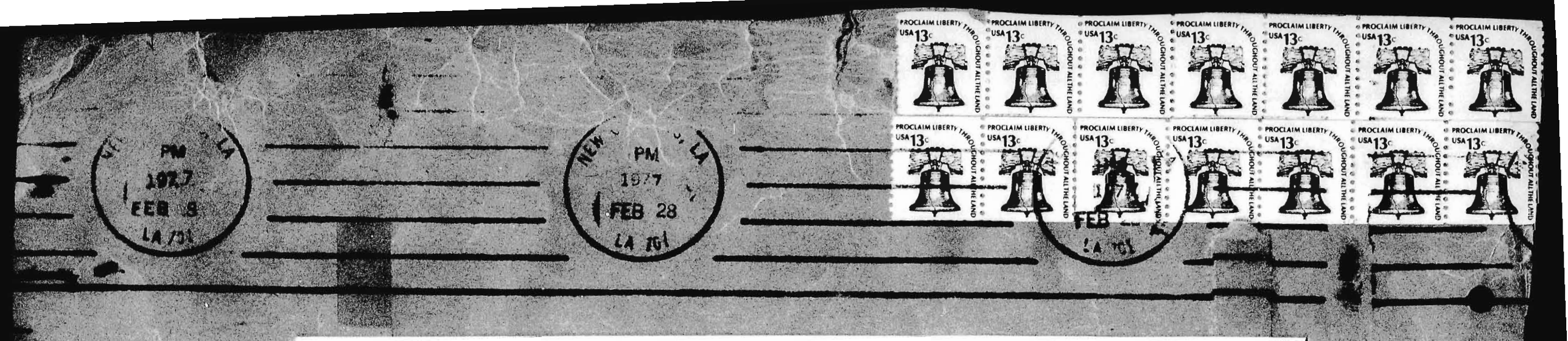
SECURED

UNSECURED

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7 8 0 4 0 0 7 2 0 6 0

IN CONSIDERATION OF THE MAKING AT THE REQUEST OF THE UNDERSIGNED OF THE LOAN EVIDENCED BY [illegible] NOTE, THE UNDERSIGNED HAS TAKEN NOTICE OF THE CONDITIONS [illegible] THE REVERSE HEREOF, AND BINDS HIMSELF IN SOLIDO [illegible]



TONRY, MUMPHREY & D'ANTONIO
ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

CERTIFIED
No. 871321
MAIL

Ms. Carol Darr
Federal Election Commission
1325 K. Street
Washington, D.C. 20463

'78 MAR 2 AM 10:36
RECEIVED
FEDERAL ELECTION
COMMISSION

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

FEB 24 1977

Honorable Richard A. Tonry
U.S. House of Representatives
Washington, D.C. 20515

Dear Mr. Tonry:

This is in regard to your letter of February 4, 1977 and our response dated February 18, 1977. You requested information with regard to independent expenditures on behalf of James A. Moreau and Robert Livingston; we answered that our files did not contain reports of any such expenditures on behalf of either candidate.

Subsequent to that reply, the Commission received a Report of Independent Expenditures on February 22, 1977, from Mr. and Mrs. Leander H. Perez, Jr., a copy enclosed herein. The statement listed $1,640.00 in expenditures on behalf of the candidacy of James A. Moreau.

I hope that this satisfied your request for information.

Sincerely yours,

William C. Oldaker
General Counsel

Enclosure

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7804007206 2

1973

TONRY, MUMPHREY & D'ANTONIO

RICHARD A. TONRY
J. WAYNE MUMPHREY
GUY J. D'ANTONIO, II
STEPHEN R. PEREZ
NUNZIO S. CUSIMANO, JR
JAMES C. WILBERT
WAYNE J. McDOUGALL

ATTORNEYS AT LAW
9061 W. JUDGE PEREZ DRIVE
POST OFFICE BOX 32
CHALMETTE, LOUISIANA 70044

TELEPHONE
504/271-0471
504/271-4184

RECEIVED
FEDERAL ELECTION COMMISSION
77 FEB 16 AM 10:13

February 11, 1977

Ms. Carol Darr
Federal Election Commission
1325 K. Street, N.W.
Washington, D.C. 20463

Re: Rick Tonry Campaign Committee
Id. No. 063843

Dear Ms. Darr:

I am in the process of securing the affidavit and bank loan information which you requested in connection with the above captioned matter.

I will forward same on to you as soon as I have compiled all the necessary documents.

With best regards, I am,

Yours very truly,

Guy J. D'Antonio II

GUY J. D'ANTONIO, II, TREASURER
RICK TONRY CAMPAIGN COMMITTEE

GJD/dj

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7804007206 3

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

Address Reply to the
Division Indicated
and Refer to Initials and Number
THH:RAH:ph

14 FEB 1977

Mr. Charles C. Steele
Associate General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C.

Dear Mr. Steele:

In accordance with your request, enclosed are copies of the indictments returned by the Federal Grand Jury in New Orleans.

Sincerely

THOMAS H. HENDERSON, JR.
Chief, Public Integrity Section
Criminal Division

By: Robert A. Hickey
ROBERT A. HICKEY
Attorney, Public Integrity Section

Enclosures

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7 8 0 1 0 0 7 2 0 6 4

AMERICAN REVOLUTION BICENTENNIAL 1776-1976

DEPARTMENT OF JUSTICE

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE, $300

United States Attorney
Eastern District of La.
Hale Boggs Federal Building
500 Camp Street
New Orleans, La. 70130

POSTAGE AND FEES PAID
U. S. DEPARTMENT OF JUSTICE
JUS-431

U.S. MAIL

AIR MAIL

Mr. Thomas E. Harris, Chairman
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

7804002

44

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

FEB 13 1977

The Honorable Richard Tonry
422 Cannon House Office Building
Washington, D.C. 20515

Re: MUR 337 (76)

Dear Congressman Tonry:

On January 13, 1977, you were notified that the Federal Election Commission found reason to believe you have violated 2 U.S.C. §441a(a)(1)(A) because of seven $5,000 loans from seven individuals to your campaign. The Commission requested loan agreements and receipts on affidavits from the seven individuals who loaned $5,000 within 10 days of receipt of the notification.

Our records indicate that this letter was received by your committee on January 17, 1977.

Although you stated in a telephone conversation with Carol Darr on January 26, 1977, and again in a letter of February 1, 1977 that you did not receive actual notice on the notification until January 26, 1977, no formal request for extension of the deadline has been received by the Commission.

In addition, please be advised that the amended reports which you are also required by the Commission to submit, and to which you refer in your letter of February 1, 1977, do not comply with the Commission January 13, 1977, request for back-up documentation on the seven $5,000 loans.

If the requested materials, which were due on January 30, 1977, are not received by the Commission within 5 days after receipt of this notification, I will ask the Commission to consider compulsory process for production of the documents.

Sincerely yours,

William Oldaker
General Counsel

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7804007206 6

7 8 0 4 0 0 7 2 0 6 7

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

GC

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered ..... 15¢
- ☒ Show to whom, date, & address of delivery ..... 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered ..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:

Hon. Richard Torry

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	V38290	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

J Colombo

4. DATE OF DELIVERY

POSTMARK

5. ADDRESS (Complete only if requested)

FEB 22 1977

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

RICHARD A. TONRY
1ST DISTRICT, LOUISIANA

422 CANNON HOUSE OFFICE BUILDING
WASHINGTON, D.C. 20515
(202) 225-3015

RECEIVED
FEDERAL ELECTION
COMMISSION

Congress of the United States
House of Representatives
Washington, D.C. 20515

'77 FEB 8 PM 3:45

February 4, 1977

cc#1265

770453

Federal Election Commission
1325 K. Street N. W.
Washington, D. C. 23463

Gentlemen:

It is herewith requested that you furnish my office with copies of any and all reports of independent expenditures by individuals in connection with the candidacies of James A. Moreau and Robert Livingston for the office of Congressman from the First Congressional District of the State of Louisiana.

Additionally, I have been informed that Mr. Paul Graffia, Mr. and Mrs. Leander A. Perez, Jr., and Mr. Chalin O. Perez each made substantial expenditures in support of the candidacies of the aforementioned candidates, but that no such reports have been filed upon their behalf as required by law.

Accordingly, if these persons have not filed reports, I urge that you take such steps as are necessary to enforce the appropriate provisions of law.

I would appreciate your informing me immediately whether these reports have been filed; and if not, what action is being taken by the Commission.

Urging your immediate attention to these matters, I remain,

Very truly yours,

Richard A. Tonry

RICHARD A. TONRY
Member of Congress

RAT:bd

7804007206 8

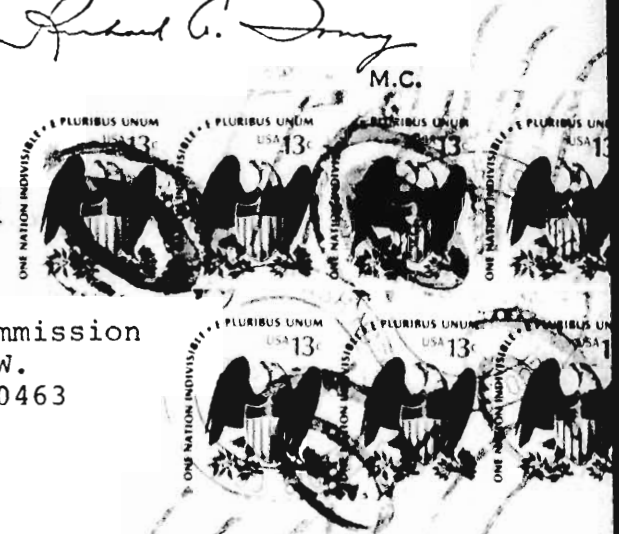
Congress of the United States
House of Representatives
Washington, D.C. 20515

OFFICIAL BUSINESS

FEDERAL ELECTION COMMISSION

'97 FEB 8 PM 3:45

M.C.



CERTIFIED
No. 365891
MAIL

Federal Election Commission
1325 K. Street, N. W.
Washington, D.C. 20463

RETURN RECEIPT REQUESTED

RICHARD A. TONRY
1ST DISTRICT, LOUISIANA

CC# 1249

422 CANNON HOUSE OFFICE BUILDING
WASHINGTON, D.C. 20515
(202) 225-3015

Congress of the United States
House of Representatives
Washington, D.C. 20515

February 1, 1977

Ms. Carol Darr
Attorney
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

Dear Ms. Darr:

As I explained to you during a telephone conversation on one occasion, I have stayed in Washington continuously and did not receive the letter referred to from the Federal Election Commission until January 26, 1977.

I have conferred with my Campaign Treasurer and he has informed me that loans on this form were erroneously listed as loans from individuals, but in actuality the loans were co-signed by individuals made from banks.

My Campaign Treasurer has informed me that he has formed an amended report to indicate the nature of these loans.

Should any additional information be necessary, please do not hesitate to contact me.

Sincerely,

Richard A. Tonry

RICHARD A. TONRY
U.S. Congressman

RAT/jc

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7804007207 0

Congress of the United States
House of Representatives
Washington, D.C. 20515

OFFICIAL BUSINESS

Richard C. Shelby
M.C.

Ms. Carol Darr
Attorney
Federal Election Commission
1325 K Street, N.W.
Washington, D.C.

80100720 7

JAN 26 1977

The Honorable Richard Tonry
Room 422
Cannon House Office Building
Washington, D.C. 20515

Dear Congressman Tonry:

Enclosed is a copy of the letter which was sent to your campaign committee on January 13, 1977.

Sincerely,

Carol Darr
Attorney

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Enclosure
CDarr:pjg:1/26/77
cc: Chron file
MUR 337
CD

7804007207 2

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

JAN 13 1977

Mr. Robert L. Livingston
4650 General DeGaulle Drive
Suite 210
New Orleans, La 70114

Re: MUR 337 (76)

Dear Mr. Livingston:

We have completed a preliminary review of your complaint and have numbered it as MUR 337. Please refer to this number in any further correspondence. If you have any further evidence you wish to make available to us, please submit it within five days of your receipt of this letter.

Pursuant to 2 U.S.C. §437g(a)(3)(A), the Commission will also review all reports and statements in its files concerning your campaign.

Sincerely yours,

/S/

William C. Oldaker
General Counsel

7804007207 3

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

7 8 0 4 0 0 7 2 0 7 4

GC

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☒ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered only..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

2. ARTICLE ADDRESSED TO:

Mr. Robert Livingston

METAIRIE. LA. JAN 18 7 AM 1977

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438144	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

Lisa M. LeMaire

4. DATE OF DELIVERY
1-17-77

5. ADDRESS (Complete only if requested)

U.S. POSTAL SERVICE
JAN 17 1977
METAIRIE, LA.

6. UNABLE TO DELIVER BECAUSE:

☆ GPO: 1976—O-203-456

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

JAN 13 1977

Mr. Richard Tonry
Rick Tonry Campaign Committee
9061 West Judge Perez Drive
Chalmette, Louisiana 70043

Re: MUR 337 (76)

Dear Mr. Tonry:

This letter is to notify you that the Federal Election Commission has received a complaint against you which alleges certain violations of the Federal Election Campaign Act of 1971, as amended (the Act). We have numbered this matter MUR 337. A copy of the complaint is enclosed. The Commission has reason to believe that the matters alleged therein state a violation of §441a(a)(1)(A).

Under the provision of §441a(a)(1)(A) "No person shall make contributions to any candidate and his authorized political committees with respect to any election for Federal office which, in the aggregate, exceed $1,000." A loan is considered a contribution according to §431(e)(1).

According to your committees' report dated August 3, 1976, specifically Schedule A listing itemized loans for line number 16 (a), your campaign committee accepted seven $5,000 loans from seven different individuals, in violation of the $1,000 limitation imposed by §441a(a)(1)(A).

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter, such loan agreements, and receipts or affidavits from the seven individuals who each loaned $5,000. Where appropriate, statements should be submitted under oath.

In addition, I would appreciate it if you would also supply copies of all loan agreements made in your name for the purpose of contributing the money to your campaign.

The Commission in under a duty to investigate this matter expeditiously; therefore, your response should be submitted within ten days after receipt of this notification. You will be sent copies or summaries of all correspondence received by the Commission from the complainant concerning this matter. If you have any questions, please contact Carol Darr (telephone no. 202/382-4041), the attorney assigned to this case.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely yours,

/s/

William C. Oldaker
General Counsel

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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GC

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☒ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

2. ARTICLE ADDRESSED TO:

Mr. Richard Tarry

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	938143	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GPO: 1976—O-203-456

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 337 (76)
Richard Tonry)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on December 22, 1976, the Commission determined by a vote of 5-0 that there was reason to believe a violation of 2 U.S.C. 441a(a)(1)(A), §441f, and §434b(5) had been committed in the above-captioned matter. Commissioner Thomson was not present at the time of the vote.

Marjorie W. Emmons

Secretary to the Commission

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FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

November 19, 1976

Mr. Bob Livingston
Livingston for Congress Committee
4650 General DeGaulle Drive,
Suite 210
New Orleans, Louisiana 70114

Re: MUR 337 (76)

Dear Mr. Livingston:

This is to acknowledge receipt of your complaint of November 4, 1976, alleging violations of the Federal Election Campaign Laws. A staff member has been assigned to analyze your allegations and a recommendation to the Federal Election Commission as to how this matter should be handled will be made shortly. You will be notified as soon as the Commission determines what action should be taken. For your information, we have attached a brief description of the Commission's preliminary procedures for the handling of complaints.

Sincerely yours,

William C. Oldaker
Assistant General Counsel

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Enclosure

CDarr&~~SDonaldson~~ N Leigh:pc:11/18/76
cc: Chron file
MUR file
SD & CD

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DATE AND TIME OF TRANSMITTAL: _____

NO. MUR 337 (76)

REC'D: 11/16/76

FEDERAL ELECTION COMMISSION
Washington, D. C.

Complainant's Name: Robert Livingston

Respondent's Name: Richard Tonry

Relevant Statute: 2 U.S.C. 441a(a)(1)(A), §441f, §434b(6)

Internal Reports Checked: All Richard Tonry's Campaign Reports of 1976

Federal Agencies Checked: None

7804007208

SUMMARY OF ALLEGATION

Mr. Livingston alleges violation of §441a(a)(1)(A) in that seven loans of $5,000 each were made by seven individuals to the Rick Tonry Campaign. General Counsels analysis of the reports indicates that the candidate himself loaned his campaign committee $45,000 in addition to contributing $10,000. Furthermore, the reports indicated a $200 contribution from an individual listed as unemployed.

PRELIMINARY LEGAL ANALYSIS

The $5,000 loans are reported on the Rick Tonry Campaign Committee's 10th day report preceding the primary, which cooroborates fully that facts alleged. Furthermore, subsequently reports do not show the loans as debts outstanding as required §434b(5).

The candidate, Rick Tonry, and the campaign Treasurer, Guy D'Antonio, are both members of a five person law firm. The large contributions (continued)

RECOMMENDATION

Reason to believe as to complainant's allegations; conduct a preliminary inquiry as to other possible violations arising from information disclosed by in house review of Tonry Campaign Reports. (Send attached letters).

and the loans by the candidate raise a question wheather part of the monies should be attributed to the other members of the firm.

The $200 contribution from the unemployed individual raises a question of contributions in the name of another, in violation of §441f.

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FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Richard Tonry
Rick Tonry Campaign Committee
9061 West Judge Perez Drive
Chalmette, Louisiana 70043

Re: MUR 337 (76)

Dear Mr. Tonry:

This letter is to notify you that the Federal Election Commission has received a complaint against you which alleges certain violations of the Federal Election Campaign Act of 1971, as amended (the Act). We have numbered this matter MUR 337. A copy of the complaint is enclosed. The Commission has reason to believe that the matters alleged therein state a violation of §441a(a)(1)(A).

Under the provision of §441a(a)(1)(A) "No person shall make contributions to any candidate and his authorized political committees with respect to any election for Federal office which, in the aggregate, exceed $1,000." A loan is considered a contribution according to §431(e)(1).

According to your committees' report dated August 3, 1976, specifically Schedule A, listing itemized loans for line number 16 (a), your campaign committee accepted seven $4,000 loans from seven different individuals, in violation of the $1,000 limitation imposed by §441a(a)(1)(A).

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Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter, such as loan agreements, and receipts or affidavits from the seven individuals who each loaned $5,000. Where appropriate, statements should be submitted under oath.

In addition, I would appreciate it if you would also supply the following:

note to file cDave 3/22/77

1. copies of all loan agreements made in your name for the purpose of contributing the money to your campaign;

2. a copy of the cancelled check for the $200 contribution made by John E. Kyle, Jr., on 7/21/76, which was listed on your report for the 10th Day Preceeding the Primary.

this question was omitted

The Commission is under a duty to investigate this matter expeditiously; therefore, your response should be submitted within ten days after receipt of this notification. You will be sent copies or summaries of all correspondence received by the Commission from the complainant concerning this matter. If you have any questions, please contact Carol Darr (telephone no. 382-4041), the attorney assigned to this case.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely yours,

John G. Murphy, Jr.
General Counsel

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CC # 996
MUR 337

RECEIVED
FEDERAL ELECTION
COMMISSION

Bob Livingston CONGRESS

'76 NOV 11 PM 4:57

November 4, 1976

CERTIFIED
RETURN RECEIPT
No. 05633

Federal Election Commission
1325 K Street, Northwest
Washington, D. C. 24063

Dear Sirs:

Pursuant to Title Two of the United States Code, Section 437g (a) (1), I would like to file a formal complaint alledging seven violations of the Federal Election Campaign Act.

This complaint is based on my understanding of 2 USC 431 (e) (1) and Federal Election Commission advisory opinions 1975-4 and 1975-69 which state loans by an individual to a federal candidate or his committee are limited to $1,000, the same as direct contributions. This limit, I understand, is applicable to individuals who act as co-signers, endorsers or guarantors of a loan.

I believe the Rick Tonry Campaign Committee, 9061 West Judge Perez Drive, Chalmette, Louisiana has violated the above by accepting seven $5,000 loans from seven different individuals. I would like to point your attention to the above committee's report dated August 13, 1976, specifically Schedule A listing itemized loans for line number 16 (a). The schedule notes receipts from the following:

Stephen R. Perez 9061 West Judge Perez Dr. Chalmette, La. 70043	July 21, 1976	$5,000.00
Guy J. D'Antonio, III (same address as above)	July 12, 1976	$5,000.00
J. Wayne Mumphrey (same address as above)	July 16, 1976	$5,000.00
Donald G. Tudury 2801 North Robertson St. New Orleans, La. 70177	July 16, 1976	$5,000.00
G. Patrick Tonry 4745 River Road Jefferson Parish, La.	July 19, 1976	$5,000.00

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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.

Page Two
Federal Elections Commission
November 4, 1976

R. Gordon Tonry 4745 River Road Jefferson Parish, La.	July 19, 1976	$5,000.00
Charles Trentacosta # 34 Carolyn Court Arabi, La. 70032	July 16, 1976	$5,000.00

I have attached copies of the above listed report. Additionally, I would like to note that the Rick Tonry Campaign Committee filed two reports covering the period July 12 through July 30 representing reciepts and expenditures made ten days preceeding the democratic primary held on August 14, 1976 in the First Congressional District for Louisiana. As cited above, one report was signed by Guy J. D'Antonio on August 3, 1976. A similar report with duplicate information was signed on August 13, 1976. To the best of my knowledge, the second report did not amend the August 3, 1976 report.

I would like to call your attention to the above facts and request the Commission take the appropriate steps to determine if a violation exists. I am looking forward to receiving notification from the Commission that my complaint has been received.

Sincerely,

Robert L. Livingston

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

RLL/gt
Enclosures

Sworn to and subscribed before me
this 8 day of Nov 1976
Theodore W. Nass
THEODORE W. NASS
Notary Public

THEODORE W. NASS
Embossed hereon is my Jefferson Parish,
State of La. Notary Public Seal
My Commission is issued for life.

Representatives Stationery Room to be used by the member in preparing materials to be mailed by the Member under the Congressional frank.

The NRCC requests the Commission to rule on the question of whether the described activities are noncampaign in nature and, therefore, do not count against the NRCC's contribution limitation to a candidate [18 U.S.C. 608 (b)(2)] and do not apply to the Member's election expenditure limitations [18 U.S.C. 608(c)(1)(E)].

It is not necessary for the Commission at this time to reach the question of whether the activities described in paragraphs 1, 2 and 4 are noncampaign in nature. 39 U.S.C. 3210(f) is applicable to material sent under the Congressional frank. This section provides:

> Notwithstanding any other provision of Federal, State, or local law, or any regulation thereunder, the equivalent amount of postage determined under section 3216 of this title on franked mail mailed under the frank of the Vice President or a Member of Congress, and *the cost of preparing or printing such frankable matter for such mailing under the frank, shall not be considered as a contribution to, or an expenditure by, the Vice President or a Member of Congress for the purpose of determining any limitation on expenditures or contributions* with respect to such official, imposed by any Federal, State, or local law or regulation, in connection with any campaign of such official for election to any Federal office. (Emphasis added.)

As long as the materials prepared by the NRCC are suitable to be mailed under the frank and, in fact, are mailed under the frank, the cost of preparing or printing the materials will not be charged against the contribution or expenditure limitations in 18 U.S.C. 608. For purposes of this opinion, the Commission assumes that such mailings are suitable to be mailed under the frank.

In paragraph 3, the NRCC requests the Commission to rule on its practice of paying the cost of tabulating responses to questionnaires sent by a Member to his constituents under the Congressional frank including the cost of using a computer for such tabulation. The exemption in 39 U.S.C. 3210(f) only extends to the cost of preparing or printing the franked matter. Therefore, in determining whether the cost of tabulating responses is a contribution or expenditure subject to the appropriate limitations in 18 U.S.C. 608, the question is whether such activity is a contribution or expenditure within the general definition of 18 U.S.C. 591 (e) and (f). The Commission has proposed regulations providing that the cited definitions apply to these activities and that they are therefore subject to limitation under 18 U.S.C. 608.

This advisory opinion is to be construed as limited to the facts of the request and should not be relied on as having any precedential significance except as it relates to those facts at the time of its issuance.

Dated: August 11, 1975.

NEIL STAEBLER,
Vice Chairman, For the Federal Election Commission.

AO 1975-4

Democratic National Committee (Democratic Party Telethon)

A loan or endorsement is a "contribution" as defined in 18 U.S.C. §591 even though the proceeds are to be used to finance a telethon and there is no direct and substantial relationship to a particular candidacy.

Section 591(e) defining "contribution" does not require that a loan or transfer be made for the direct or substantial purpose, or even the principal purpose of influencing a particular candidacy before the loan or transfer may be deemed a contribution.

The transfer of telethon proceeds by a state telethon committee to a state central committee would not change the latter's status as a nonreporting committee provided such transfers were not made to influence the result of a federal election and assuming the state telethon committee is a registered, reporting political committee.

Contributions to a national party committee that are received in connection with a telethon and transferred to that committee by a state telethon committee need only be reported by the national party committee.

If a state party committee makes or endorses a loan to or for a state telethon committee, such action will be deemed an "expenditure" under 2 U.S.C. §431(f) and could lead to reporting obligations for a previously nonreporting state committee if such loan or endorsement was in excess of $1,000.

(40 FR 29793, July 15, 1975)

The Federal Election Commission renders this advisory opinion under 2 U.S.C. 437f in response to a request submitted by a political committee. The request was made public by the Commission and published as AOR 1975-4 in the FEDERAL REGISTER on June 24, 1975 (40 FR 26663). Interested parties were given an opportunity to submit written comments relating to the request.

SHELDON S. COHEN, Esq.,
General Counsel,
Democratic National Committee.

DEAR MR. COHEN: Your letter of June 5, 1975, informed the Commission that on July 26 and 27, 1975, the Democratic National Committee ("DNC") will again sponsor a fundraising telethon for the benefit of the Democratic Party over the ABC television network. You further advised that the actual production of the telethon will be conducted by a Production Committee, organized under the California not-for-profit corporation law solely for the purpose of said production. Any amounts expended by the Production Committee will be reimbursed by the DNC out of the gross receipts of the telethon. Additionally, preliminary arrangements for both the production of the telethon and the disbursement of receipts have been worked out between the DNC and participating State Committees (as defined in your letter).

You have requested the Commission to rule on several aspects of the expenditure of funds and receipt of contributions in connection with this telethon. The remainder of this opinion will deal with those requests in the order in which they are raised in your letter.

1. You request a ruling that the endorsement or guarantee by any individual of all or a portion of any bank loan made to the DNC for purposes of financing the production of the telethon will not be treated as a "contribution" as defined in 18 U.S.C. 591(e)(1). You request a similar ruling that the guarantee by any individual of a bank loan made to a state central committee, either for use by the state central committee in financing its own telethon obligations, or to enable the state central committee to advance funds to a state telethon committee, will not constitute a contribution. For purposes of this advisory opinion the Commission will treat these requests as substantially equivalent.

It is the Commission's conclusion that a loan or endorsement as described above is a "contribution" as defined in 18 U.S.C. 591(e)(1) for purposes of the limitations contained in section 608 of Title 18 of the United States Code.

Section 591(e)(1) defines a contribution as "a gift, subscription, loan, advance, or deposit of money or anything of value, * * * made for the purpose of influencing the nomination for election, or election, of any person to Federal office * * *" etc. While the section excepts a bank loan made in the ordinary course of business it includes an individual's guarantee or endorsement of such a loan.

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and even though Representative Jordan has only an oral contract with CBS which may be terminated at will by either party, this oral agreement is sufficient to show that the parties contemplate the possibility of a regular and continuing relationship for similar services. Clearly, the $150 which Representative Jordan receives for each taping represents a stipend as it is in the form of fixed or regular compensation which is intended as consideration for the rendering of services.

It should be emphasized that this opinion is not to be construde as Commission endorsement of the practice of some Members of Congress of receiving a stipend or salary from other than the Federal Government. Rather, this opinion simply represents a finding by the Commission that such stipends are not governed by the provisions of 18 U.S.C. 616.

It should be noted that the Commission will presume that the $150 which Representative Jordan receives for each taping is not a "contribution" as provided in 2 U.S.C. 431(e) and 434, or 18 U.S.C. 591(e), 608, 610, and 611, in the absence of evidence being presented to the Commission which shows that the C.B.S. Morning News, or any of its advertisers, paid the stated sum, "for the purpose of influencing the nomination for election, or election" of Representative Jordan to Federal office.

This advisory opinion is issued only on an interim basis pending the promulgation by the Commission of rules and regulations or policy statements of general applicability.

AO 1975-69

Retired Loans—Effect with Respect to Contribution Limitations; Existence of a Written Instrument of Obligation

A loan is a contribution that counts against an individual's contribution limits only to the extent the principal remains unpaid, whether or not the loan is evidenced by a written instrument.

The existence of a written instrument could be determinative of the question whether a transaction is, in fact, a loan rather than a gift.

(40 FR 57756, Dec. 11, 1975)

This advisory opinion is rendered under 2 U.S.C. 437f, in response to a request for an advisory opinion submitted by Congressman Alvin Baldus and published in the September 22, 1975, FEDERAL REGISTER (40 FR 43664). Interested parties were given an opportunity to submit written comments pertaining to the request, but none were received.

The requesting party seeks an advisory opinion indicating whether if a loan is made to a political committee, and then repaid, it would be considered a contribution. Sections 431(e)(1) and 591(e)(1) of Titles 2 and 18, respectively, United States Code, define a contribution as, among other things, a loan. The Commissions' opinion is that when a loan creates a legally enforceable obligation to repay, a contribution remains outstanding only to the extent that the principal remains unpaid. While outstanding, a loan is a contribution which counts against the individual's $1,000 and $25,000 contribution limitations. Once it is retired, however, the loan (a contribution by defintion) is extinguished and no longer counts against these limitations.

The existence of a written instrument of obligation would have no effect on the foregoing interpretation. However, such an instrument could be determinative of the question whether the transaction was in fact a loan, rather than a gift, and therefore ceased to be a "contribution" when repaid to the lender.

This advisory opinion is issued on an interim basis only pending promulgation by the Commission of rules or regulations or policy statements of general applicability.

NOTE.—Commissioner Thomson voted against adoption of the foregoing opinion. His dissenting views are published as follows:

DISSENTING VIEWS OF COMMISSIONER THOMSON

In AO 1975-69, the Commission has ignored the clear language of the statute and ruled that a loan is a contribution only to the extent that the principal remains unpaid.

The definition of the term contribution in 18 U.S.C. 591(e) states:

"Contribution"—(1) means a gift, subscription, loan, advance, or deposit of money or anything of value (except a loan of money by a national or State bank made in accordance with the applicable banking laws and regulations and in the ordinary course of business, *which shall be considered a loan by each endorser or guarantor, in that proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors*), made for the purpose of influencing the nomination for election, or election, of any person to Federal office . . . (emphasis added)

Thus, a loan made by a national or State bank is considered a contribution by any endorser or guarantor of such loan only to the extent of the unpaid balance. In addition, under 18 U.S.C. 608(a)(4), a loan or advance by a candidate or his family is subject to limitation only to the extent of the balance of such loan or advance outstanding and unpaid. While specific exemptions are made in each of these cases, there is no exception of this nature made for any other type of loan. Congress clearly intended that loans made by other than the candidate and his family or national or State banks would be considered contributions even after they were repaid. Otherwise, a specific exemption would have been made. Thus, the Commission has made the exemption the rule.

Dated: December 3, 1975.

VERNON THOMSON,
Commissioner.

AO 1975-82

Fundraising in 1976 to Retire 1974 Campaign Debt

Contributions made to reduce a debt connected with a pre-1975 election will not be subject to the limits in 18 U.S.C. §§ 608 (b) and (c).

The FEC reaffirms its record-keeping and accounting requirements for fundraising to defray pre-1975 campaign debts.

Excess funds raised to retire 1974 debts may be returned to the donor, or, if authorized by the contributor, applied to a 1976 campaign.

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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Contributions, Other Receipts, Loans, Refunds, and Transfers Received
Sections 15, 16, 17 and/or 18 of FEC Form 3
(See instructions on back)

Use separate schedule for each reporting period.

Name of Candidate or Committee in full
RICK TONRY CAMPAGN COMMITTEE

Full Name, mailing address and ZIP code	Principal place of business	Occupation	Date (month, day, year)	Amount of each receipt this period
Committee on Political Education, AFL-CIO 815 16th Street, N. W. Washington, D.C. 20006	815 16th Street, N. W. Washington, D.C. 20006	Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-Date ..... > $7,000.00	9/10/76	2,000.00
Louisiana Dental Political Action Committee 33 West Pamela Place Arabi, Louisiana 70032	33 W. Pamela Place Arabi, Louisiana 70032	Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... > $ 200.00	9/8/76	200.00
National Education Association 1201-16th Street N.W. Washington, D.C. 20036	1201-16th Street N.W., Washington, D.C. 20036	Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... > $ 2,000.00	9/11/76	1,000.00

Subtotal of receipts this page (optional) .....

Total this period (last page this line number only) .....

Page 1

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Schedule A
Section 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Sections 15, 16, 17 and/or 18 of 2 USC 434 and 3

Name of Candidate or Committee in full:

RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of each receipt this period
Richard A. Tonry 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	(Loan from First National Bank of St. Bernard, pursuant to USC § 434(b)(5)(G), Federally Chartered)	9/14/76	25,000.00
Principal place of business: Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, La. 70043	Occupation: Attorney ☒ Check if Contributor is self-employed Aggregate Year-to-Date ..... > $30,000.00		
Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of each receipt this period
Richard A. Tonry 9061 W. Judge Perez Drive Chalmette, La. 70043	(Loan from Whitney National Bank of New Orleans, pursuant to 2 USC § 434(b)(5)(G), Federally Chartered)	9/16/76	15,000.00
Principal place of business: Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, La. 70043	Occupation: Attorney ☒ Check if Contributor is self-employed Aggregate Year-to-date ..... > $45,000.00		
Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of each receipt this period
Principal place of business	Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... > $		
Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of each receipt this period
Principal place of business	Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... > $		
Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of each receipt this period
Principal place of business	Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... > $		
Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of each receipt this period
Principal place of business	Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... > $		

Subtotal of receipts this page (optional) .....

Total subtotals (this page this line number only) .....

Page 4

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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Contributions, Ticket Purchases, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3
(see instructions on back)

Name of Candidate or Committee in full

RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Principal place of business	Occupation / Aggregate Year-to-Date	Date (month, day, year)	Amount of each receipt this period
Ted Tedesco (Contribution pursuant to USC § 441 a(1)) 860 Carolyn Court Arabi, Louisiana 70032	Tedesco, Inc. 8508 Prince Drive Chalmette, Louisiana 70043	Real Estate Broker & Contractor; ☐ Check if Contributor is self-employed; Aggregate Year-to-Date ..... > $ 500.00	9/4/76	500.00 Chq. Rec'd
Tyrone Cospelich (Contribution pursuant to USC § 441 a(1)) 2029 1/2 W. Beauregard Dr. Chalmette, Louisiana 70043	Tyrone Cospelich, Inc. 2029 1/2 W. Beauregard Dr. Chalmette, Louisiana 70043	Electrician; ☐ Check if Contributor is self-employed; Aggregate Year-to-Date ..... > $ 500.00	9/10/76	500. Chq. Rec'd

Subtotal of receipts this page (optional) .....

Total this period (last page this line number only) .....

Page 2

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9

Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts
Contributions, Other Receipts, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3
(see instructions on back)

Page ___ of ___
Line ___ 29 (a)
(Use separate schedule for each contributor line).

Name of Candidate or Committee in full
RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Occupation / Principal place of business	Date (month, day, year)	Amount of each receipt this period
Mrs. Joseph P. Barreca 2305 Pelitere Drive Chalmette, La. 70043 (Contribution pursuant to USC § 441 a(1))	Occupation: Housewife Principal place of business: Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-Date ..... > $ 500.00	9/8/76	500.00 One Receipt
Al Taglialavore, Jr. 406 E. Jean the Baptiste St. Chalmette, Louisiana 70043 (Contribution pursuant to USC § 441 a(1))	Occupation: Retail Grocer Principal place of business: Tag's Meat Market, 406 E. Jean the Baptiste St, Chalmette, Louisiana 70043 ☒ Check if Contributor is self-employed Aggregate Year-to-date ..... > $ 500.00	9/14/76	500.00 One Receipt
A. L. Taglialavore, Sr. 406 E. Jean Baptiste St. Chalmette, Louisiana 70043 (Contribution pursuant to USC § 441 a(1))	Occupation: Retail Grocer Principal place of business: Tag's Meat Market, 406 E. Jean Baptiste St., Chalmette, Louisiana 70043 ☒ Check if Contributor is self-employed Aggregate Year-to-date ..... > $ 500.00	9/14/76	500.00 One Receipt
Dr. Noel F. Pilie 2520 Napoleon Avenue New Orleans, La. 70115 (Contribution pursuant to USC § 441 a(1))	Occupation: Medical Doctor Principal place of business: 2520 Napoleon Avenue, New Orleans, La. 70115 ☒ Check if Contributor is self-employed Aggregate Year-to-date ..... > $ 500.00	9/13/76	500.00 One Receipt
Gary J. Dragon 323 W. Judge Perez Drive Chalmette, Louisiana 70043 (Contribution pursuant to USC § 441 a(1))	Occupation: Attorney Principal place of business: 323 W. Judge Perez Drive, Chalmette, Louisiana 70043 ☒ Check if Contributor is self-employed Aggregate Year-to-date ..... > $ 1,000.00	9/7/76	1,000.00 One Receipt
Cyril J. Traina 7625 W. Judge Perez Drive Arabi, Louisiana 70032 (Contribution pursuant to USC § 441 a(1))	Occupation: Contractor Principal place of business: J. Traina Construction Co., 7625 W. Judge Perez Drive, Arabi, Louisiana 70032 ☒ Check if Contributor is self-employed Aggregate Year-to-date ..... > $ 300.00	9/6/76	300.00 One Receipt

Subtotal of receipts this page (optional) ..... > $

Total this period (last page this line number only) ..... > $

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Schedule A
January 1975
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Contributions, Direct Expenditures, Loans, Debates, and Transfers for Use
Members 14, 16, 17 and/or 18 of FES Form 3
(see instructions on back)

(Use separate schedule for each numbered line)

Name of Candidate or Committee in full
RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Principal place of business	Occupation	Date (month, day, year)	Amount of each receipt this period
Committee on Political Education, AFL-CIO 815 16th Street, N. W. Washington, D.C. 20006	815 16th Street, N. W. Washington, D. C. 20006	Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-Date ..... > $ 5,000.00	7/31/76	2,500.00 One Dollar
Committee on Political Education-International Brotherhood of Electrical Workers 1806 Canal Street, New Orleans, La. 70112	1806 Canal Street New Orleans, La. 70112	Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-Date ..... > $ 5,000.00	8/13/76	500.00 One Dollar
Committee on Political Education-International Brotherhood of Railroad Workers Address to be supplied	Address to be supplied	Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-Date ..... > $ 1,500.00	8/12/76	1,500.00 One Dollar
National Education Association-Political Action Comm. 1201-16th Street N. W. Washington, D.C. 20036	1201-16th Street N. W. Washington, D. C. 20036	Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-Date ..... > $ 1,000.00	8/9/76	1,000.00 One Dollar

Subtotal of receipts this page (optional) .....

Total this period (last page this line number only) .....

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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Contributions, Loans, Refunds, Rebates, and Transfers for Lines Numbers 15, 16, 17 and/or 18 of FEC Form 3
(see instructions on back)

Page 1 of 1

Name of Candidate or Committee in full

RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of receipt this period
Richard A. Tonry 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	(The Candidate)	8/9/76	3,600.00
Principal place of business: Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	Occupation: Attorney ☐ Check if Contributor is self-employed Aggregate Year-to-Date ..... ▷$ 25,600		
Robert Angle 104 E. Judge Perez Drive Chalmette, Louisiana 70043	(Contribution pursuant to USC § 441 a(1))	8/4/76	500.00
Principal place of business: Angle Gas 104 E. Judge Perez Drive Chalmette, Louisiana 70043	Occupation: Retailer ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... ▷$ 500.00		One Re[illegible]
Mrs. Mary Ann Donnell 2341 Congressman Hebert Dr. Chalmette, Louisiana 70043	(Contribution pursuant to USC § 441 a(1))	9/2/76	[illegible]
Principal place of business: Not Applicable	Occupation: Housewife ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... ▷$ 250.00		One Re[illegible]
Richard A. Tonry 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	(The Candidate)	8/10/76	5,000.[illegible]
Principal place of business: Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	Occupation: Attorney ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... ▷$		
Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of receipt this period
Principal place of business	Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... ▷$		
Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of receipt this period
Principal place of business	Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... ▷$		
Subtotal of receipts this page (optional)			
Total this period (last page this line number only)			

Page 2

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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Contributions, Loans, Refunds, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3
(See instructions on back)

Page 11 of 55 (a)
(Use separate schedule for each numbered item.)

Name of Candidate or Committee in full
RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Principal place of business	Occupation	Date (month, day, year)	Amount of each receipt this period
Ronald J. Barras 20 W. Chalmette Circle Chalmette, Louisiana 70043 (Contribution pursuant to USC § 441 a(1))	Delta Electric 2341 Congressman Hebert Dr. Chalmette, Louisiana 70043	Electrician ☐ Check if Contributor is self-employed Aggregate Year-to-Date ..... $ 250.00	9/2/76	$ 250.00 One Receipt
Ross J. Brechner, M.D. 318 W. Judge Perez Drive Chalmette, Louisiana 70043 (Contribution pursuant to USC § 441 a(1))	318 W. Judge Perez Drive Chalmette, Louisiana 70043	Physician ☒ Check if Contributor is self-employed Aggregate Year-to-Date ..... $ 1,000.00	8/3/76 & 8/25/76	500.00 500.00 1,000.00 Two Receipts
Louis J. Roussel 1500 American Bank Bldg. New Orleans, Louisiana 70130 (Contribution pursuant to USC § 441 a(1))	National American Bank 200 Carondelet Street New Orleans, Louisiana 70130	Financier ☐ Check if Contributor is self-employed Aggregate Year-to-Date ..... $ 500.00	8/27/76	500.00 One Receipt
Don Teel 4723 W. Metairie Avenue Metairie, Louisiana 70001 (Contribution pursuant to USC § 441 a(1))	The Besco Corporation 200 Myrtle Drive Metairie, Louisiana 70003	President ☒ Check if Contributor is self-employed Aggregate Year-to-Date ..... $ 1,000.00	7/31/76	1,000.00 One Receipt
Mrs. Don Teel P. O. Box 73196 Metairie, Louisiana 70003 (Contribution pursuant to USC § 441 a(1))	Not Applicable	Housewife ☐ Check if Contributor is self-employed Aggregate Year-to-Date ..... $ 500.00	7/31/76	500.00 One Receipt
Cecile L. Murphy No. 3 Marietta Court Chalmette, Louisiana 70043 (Contribution pursuant to USC § 441 a(1))	Murphy Hauling No. 3 Marietta Court Chalmette, Louisiana 70043	Trucking Service ☒ Check if Contributor is self-employed Aggregate Year-to-Date ..... $ 200.00	8/9/76	200.00 One Receipt

Subtotal of receipts this page (optional) .....

Total this period (last page this line number only) .....

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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts, Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3
(see instructions on back)

Page 3 of 3 for Line Number 15(a)
(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full
RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Principal place of business	Occupation / Aggregate Year-to-Date	Date (month, day, year)	Amount of each receipt this period
Stephen R. Perez 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, La. 70043	(Loan from First National Bank of St. Bernard, pursuant to 2 USC § 434(b) (5) (G), Federally Chartered) Attorney at Law ☒ Check if Contributor is self-employed Aggregate Year-to-Date ▷ $5,000.00	7/21/76	$5,000.00 ~~One Receipt~~
Guy J. D'Antonio, II 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, Louisiana 60043	(Loan from Peoples Bank of St. Bernard, pursuant to 2 USC § 434(b) (5) (G), State Chartered) Attorney at Law ☒ Check if Contributor is self-employed Aggregate Year-to-date ▷ $5,000.00	7/12/76	$5,000.00 One Receipt
		☐ Check if Contributor is self-employed Aggregate Year-to-date ▷ $		
		☐ Check if Contributor is self-employed Aggregate Year-to-date ▷ $		
		☐ Check if Contributor is self-employed Aggregate Year-to-date ▷ $		
		☐ Check if Contributor is self-employed Aggregate Year-to-date ▷ $		

Subtotal of receipts this page (optional) ▷ $

Total this period (last page this line number only) ▷ $

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Schedule A
Revised 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts, Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3
(see instructions on back)

Page 1 of 1 for Line Number 15(b)
(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full
RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of each receipt this period
J. Wayne Mumphrey 9061 W. Judge Perez Drive Chalmette, Louisiana 70043 Principal place of business: Tonry, Mumphrey & D'Antonio, 9061 W. Judge Perez Drive, Chalmette, Louisiana 70043	(Loan from First National Bank of St. Bernard, pursuant to 2 USC § 434(b) (5) (G), Federally Chartered) Occupation: Attorney at Law ☐ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $ 5,000.00	7/16/76	$5,000.00 One Receipt
Donald G. Tudury 2801 N. Robertson Street New Orleans, Louisiana 70117 Principal place of business: Iron Work Service Co., 2801 N. Robertson Street, New Orleans, Louisiana 70117	(Loan from First National Bank of St. Bernard, pursuant to 2 USC § 434(b) (5) (G) Federally Chartered) Occupation: Iron Worker ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $ 5,000.00	7/16/76	$5,000.00 One Receipt
Richard A. Tonry 9061 W. Judge Perez Drive Chalmette, Louisiana 70043 Principal place of business: Tonry, Mumphrey & D'Antonio, 9061 W. Judge Perez Drive, Chalmette, Louisiana 70043	(Loan from First National Bank of St. Bernard, pursuant to 2 USC § 434(b) (5) (G) Federally Chartered) Occupation: Attorney at Law ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $5,000.00	7/19/76	$5,000.00 One Receipt
G. Patrick Tonry 4745 River Road Jefferson Parish, La. Principal place of business: Bakers Service, Inc., P. O. Box 1011, Metairie, Louisiana 70004	(Loan from First National Bank of St. Bernard, pursuant to 2 USC § 434(b) (5) (G) Federally Chartered) Occupation: Executive Officer ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $ 5,000.00	7/19/76	$5,000.00 One Receipt
R. Gordon Tonry 4745 River Road Jefferson Parish, La. Principal place of business: Bakers Service, Inc., P. O. Box 1011, Metairie, Louisiana 70004	(Loan from First National Bank of St. Bernard, pursuant to 2 USC § 434 (b) (5) (G) Federally Chartered) Occupation: Executive Officer ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $5,000.00	7/19/76	$5,000.00 One Receipt
Charles Trentecosta #34 Carolyn Court Arabi, Louisiana 70032 Principal place of business: Zodiac Caterers, 3027 Jean Lafitte Parkway, Chalmette, Louisiana 70043	(Loan from St. Bernard Bank & Trust Co. pursuant to 2 USC § 434(b) (5) (G), State Chartered) Occupation: Caterer ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $5,000.00	7/16/76	$5,000.00 One Receipt
Subtotal of receipts this page (optional) ▶			$ Continued
Total this period (last page this line number only) ▶			$

7804007209

14

Schedule A
January 1976
Federal Election Commission
325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts, Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3

(see instructions on back)

Page 1 of ___

LINE NUMBER 18(b)

(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full

RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Principal place of business	Occupation / Check if Contributor is self-employed	Aggregate Year-to-Date	Date (month, day, year)	Amount of each receipt this period
Committee on Political Education, AFL-CIO 815 16th Street N. W. Washington, D. C. 20006	815 16th Street N. W. Washington, D. C. 20006	Not Applicable	$2,500.00	7/27/76	$2,500.00 One Receipt
Seafarers Political Action Donation 675 4th Avenue Brooklyn, New York 11232	675 4th Avenue Brooklyn, New York 11232	Not Applicable	$1,000.00	7/26/76	$1,000.00 One Receipt

Subtotal of receipts this page (optional) ..... $ 3,500.00

Total this period (last page this line number only) ..... $ 3,500.00

Page 1

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15

Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts, Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3

(See instructions on back)

Page 3 of 3 pages
LINE NUMBER 15(a)
(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full
RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Principal place of business	Occupation / Aggregate Year-to-Date	Date (month, day, year)	Amount of each receipt this period
Richard A. Tonry (The Candidate) 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, Louisiana	Attorney at Law ☑ Check if Contributor is self-employed Aggregate Year-to-Date ➤ $5,000.00	7/9/76	$5,000.00
Richard A. Tonry (The Candidate) 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, Louisiana	Attorney at Law ☒ Check if Contributor is self-employed Aggregate Year-to-date ➤ $18,000.00	7/29/76	$18,000.00
		☐ Check if Contributor is self-employed Aggregate Year-to-date ➤ $		
		☐ Check if Contributor is self-employed Aggregate Year-to-date ➤ $		
		☐ Check if Contributor is self-employed Aggregate Year-to-date ➤ $		
		☐ Check if Contributor is self-employed Aggregate Year-to-date ➤ $		

Subtotal of receipts this page (optional) ➤ $

Total this period (last page this line number only) ➤ $33,200

Page 3

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16

Schedule A
(March 1976)
Federal Election Commission
325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts, Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3
(see instructions on back)

Page 2 of 3 for
LINE NUMBER 15(a)
(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full: RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Occupation / Principal place of business	Date (month, day, year)	Amount of each receipt this period
Michael Roig 3917 Norwood Drive Chalmette, La. 70043	(Contribution pursuant to 2 USC § 441 a(1)) Occupation: Court Clerk, Div. E Principal place of business: Criminal District Court for Orleans Parish, New Orleans, La. ☐ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $1,000.00	7/29/76	$1,000.00 One Receipt
Sally L. Brinkley 4647 Loyola Drive Baton Rouge, La. 70808	(Contribution pursuant to 2 USC § 441 a(1)) Occupation: Attorney at Law Principal place of business: Employed by: Corporate Development Group, 5551 Corporate Blvd., Baton Rouge, La. ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $1,000.00	7/20/76	$1,000.00 One Receipt
Claude Rome 3504 Rose Avenue Chalmette, La. 70043	(Contribution pursuant to 2 USC § 441 a(1)) Occupation: pipefitter Principal place of business: Employed by: Tenneco Oil Co., Chalmette, La. 70043 ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $1,000.00	7/21/76	$1,000.00 One Receipt
John E. Kyle, Jr. Box 245 Berwick, La.	(Contribution pursuant to 2 USC § 441 a(1)) Occupation: Unemployed Principal place of business: Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $200.00	7/21/76	$ 200.00 One Receipt
Robert C. Berthelot 2816 Jean Lafitte Parkway Chalmette, La. 70043	(Contribution pursuant to 2 USC § 441 a(1)) Occupation: Builder Principal place of business: Berthelot Builders, Inc., 8909 W. Judge Perez Dr., Chalmette, La. 70043 ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $1,000.00	7/29/76	$1,000.00 One Receipt
Rose Berthelot 2816 Jean Lafitte Parkway Chalmette, La. 70043	(Contribution pursuant to 2 USC § 441 a(1)) Occupation: Housewife Principal place of business: Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $1,000.00	7/29/76	$1,000.00 One Receipt

Subtotal of receipts this page (optional) ▶ $ Continuing

Total this period (last page this line number only) ▶ $

17

Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts, Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3

(See Instructions on back)

Page 1 of 3 for
LINE NUMBER 15(a)
(Use separate schedule(s) for each numbered line)

Name of Candidate or Committee in full
RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Principal place of business / Employed by:	Occupation	Date (month, day, year)	Amount of each receipt this period
Ronald S. Tardo 1601 Schnell Drive Arabi, La. 70032 (Contribution pursuant to 2 USC § 441 a(1))	Tonry, Mumphrey & D'Antonio Attys., 9061 Judge Perez Dr. Chalmette, Louisiana 70043	Investigator ☐ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $1,000.00	7/19/76	$1,000.00 One Receipt
Lester Tanguis 2805 Riverland Drive Chalmette, La. 70043 (Contribution pursuant to 2 USC § 441 a(1))	Kaiser Aluminum & Chemical Corp., Chalmette, La. 70043	Welder ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $1,000.00	7/19/76	$1,000.00 One Receipt
Jules LeBlanc, III 5551 Corporate Blvd., Suite 3 A, Baton Rouge, La. (Contribution pursuant to 2 USC § 441 a(1))	Corporate Development Group 5551 Corporate Blvd., Suite 3 A, Baton Rouge, La.	Attorney at Law ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $1,000.00	7/20/76	$1,000.00 One Receipt
Rodolfo J. Aguilar, Ph. D. 5551 Corporate Blvd. Baton Rouge, La. (Contribution pursuant to 2 USC § 441 a(1))	Corporate Development Group 5551 Corporate Blvd. Baton Rouge, La.	Pres. of Corporate Dev. Group ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $1,000.00	7/20/76	$1,000.00 One Receipt
Roger J. LeBlanc 5551 Corporate Blvd. Baton Rouge, La. (Contribution pursuant to 2 USC § 441 a(1))	Corporate Development Group 5551 Corporate Blvd. Baton Rouge, La.	Attorney at Law ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $1,000.00	7/20/76	$1,000.00 One Receipt
Cyril Vetter 5551 Corporate Blvd. Baton Rouge, La. (Contribution pursuant to 2 USC § 441 a(1))	Corporate Development Group 5551 Corporate Blvd. Baton Rouge, La.	Attorney at Law ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $1,000.00	7/19/76	$1,000.00 One Receipt

Subtotal of receipts this page (optional) ▶ & Continued

Total this period (last page this line number only) ▶ 3

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Tonry

'76 NOV 11 AM 9:57

Aug 13, 1976

18

FEC Form 3
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Report of Receipts and Expenditures for a Candidate or Committee Supporting any Candidate(s) for Nomination or Election to Federal Office

Note: Committees authorized by a candidate to receive contributions and make expenditures in connection with more than one election must file separate reports with respect to each election.

CERTIFIED AUG 13 1976

1(a) Name of Committee: RICK TONRY CAMPAIGN COMMITTEE

(b) Address (number and street): 9061 W. Judge Perez Drive

(c) City, State and ZIP Code: Chalmette, Louisiana 70043

2. Identification Number: 063843

3(a) Is this a report of receipts and expenditures for only one election? ☒ Yes ☐ No

(b) If "Yes," for which election? Primary (General, Primary, Runoff) on 8/14/76 (Date)

4. Type of Report (Check appropriate box and complete if applicable)

(a) ☐ Amendment
(b) ☐ April 10 Report
(c) ☐ July 10 report
(d) ☐ October 10 report
(e) ☐ January 31 Report
(f) ☐ Alternative Monthly Report
(g) ☐ Termination

(h) ☒ Twelfth day report preceding Primary (primary, general or convention) election on 8/14/76 (date) in the state of Louisiana

(i) ☐ Thirtieth day report following _____ (primary, general or convention) election on _____ (date) in the state of _____

Committee Summary of Receipts and Expenditures

5. Covering Period From July 12, 1976 Through July 30, 1976

Section A - Cash Balance Summary	Column A This Period	Column B Calendar Year-To-Date
6. Cash on hand January 1, 19__		$ NONE
7. Cash on hand at beginning of reporting period	$ NONE	
8. Receipts (From line 19)	$ 78,901.00	$ 78,901.00
9. Subtotal	$ 78,901.00	$ 78,901.00
10. Total expenditures (From line 24)	$ 78,014.00	$ 78,014.00
11. Cash on hand at close of reporting period	$ 887.00	$ 887.00
12. Value of debts and loans owed by committee	$ NONE	$ NONE
13. Value of debts and loans owed to committee	$	$
14. Net worth	$	$

Section B - Presidential Campaign Expenditures Subject to Limitation - Summary (Applies Only To Presidential Candidates Receiving Federal Funds)		
12. Total of the required funds (from line 20)	$	$
13. Less Refunds and Rebates (from line 17)	$	$
14. Net expenditures subject to limitation	$	$
(a) Expenditures from prior years subject to limitation		$
(b) Total expenditures subject to limitation		$

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Guy J. D'Antonio (Signature of Treasurer or Candidate) Aug 13, 1976 (Date)

Note: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 441 (see reverse side of form).

For further information contact: Federal Election Commission, 1325 K Street, N.W., Washington, D.C. 20463

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CC # 996
MUR 337

Bob Livingston CONGRESS

RECEIVED
FEDERAL ELECTION
COMMISSION

'76 NOV 11 PM 4:57

November 4, 1976

CERTIFIED
RETURN RECEIPT
No. 05633

Federal Election Commission
1325 K Street, Northwest
Washington, D. C. 24063

Dear Sirs:

Pursuant to Title Two of the United States Code, Section 437g (a) (1), I would like to file a formal complaint aledging seven violations of the Federal Election Campaign Act.

This complaint is based on my understanding of 2 USC 431 (e) (1) and Federal Election Commission advisory opinions 1975-4 and 1975-69 which state loans by an individual to a federal candidate or his committee are limited to $1,000, the same as direct contributions. This limit, I understand, is applicable to individuals who act as co-signers, endorsers or guarantors of a loan.

I believe the Rick Tonry Campaign Committee, 9061 West Judge Perez Drive, Chalmette, Louisiana has violated the above by accepting seven $5,000 loans from seven different individuals. I would like to point your attention to the above committee's report dated August 13, 1976, specifically Schedule A listing itemized loans for line number 16 (a). The schedule notes receipts from the following:

Stephen R. Perez 9061 West Judge Perez Dr. Chalmette, La. 70043	July 21, 1976	$5,000.00
Guy J. D'Antonio, III (same address as above)	July 12, 1976	$5,000.00
J. Wayne Mumphrey (same address as above)	July 16, 1976	$5,000.00
Donald G. Tudury 2801 North Robertson St. New Orleans, La. 70177	July 16, 1976	$5,000.00
G. Patrick Tonry 4745 River Road Jefferson Parish, La.	July 19, 1976	$5,000.00

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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.

Livingston for Congress Committee, J.W. Parra, Treasurer • 4650 General DeGaulle Dr. • Suite 210 • New Orleans, La. 70114

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R. Gordon Tonry 4745 River Road Jefferson Parish, La.	July 19, 1976	$5,000.00
Charles Trentacosta # 34 Carolyn Court Arabi, La. 70032	July 16, 1976	$5,000.00

I have attached copies of the above listed report. Additionally, I would like to note that the Rick Tonry Campaign Committee filed two reports covering the period July 12 through July 30 representing reciepts and expenditures made ten days preceeding the democratic primary held on August 14, 1976 in the First Congressional District for Louisiana. As cited above, one report was signed by Guy J. D'Antonio on August 3, 1976. A similar report with duplicate information was signed on August 13, 1976. To the best of my knowledge, the second report did not amend the August 3, 1976 report.

I would like to call your attention to the above facts and request the Commission take the appropriate steps to determine if a violation exists. I am looking forward to receiving notification from the Commission that my complaint has been received.

Sincerely,

Robert L. Livingston

RLL/gt
Enclosures

Sworn to and subscribed before me
this 8 day of Nov 1976
Theodore W. Nass
THEODORE W. NASS
Notary Public

THEODORE W. NASS
Embossed hereon is my Jefferson Parish,
State of La. Notary Public Seal
My Commission is issued for life.

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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FEDERAL ELECTION COMMISSION

Tonry

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Aug 13, 1976

14

FEC Form 3
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Report of Receipts and Expenditures for a Candidate or Committee Supporting any Candidate(s) for Nomination or Election to Federal Office

RECEIVED
OFFICE OF RECORDS AND MAIL

Note: Committees authorized by a candidate to receive contributions and make expenditures in connection with more than one election must maintain separate records with respect to each election.

CERTIFIED
AUG 13 1976

(1a) Name of Committee (in full)
RICK TONRY CAMPAIGN COMMITTEE

(b) Address (number and street)
9061 W. Judge Perez Drive

(c) City, State and ZIP code
Chalmette, Louisiana 70043

(2) Identification Number
063843

(3a) Is this a report of receipts and expenditures for only one election? ☒ Yes ☐ No

(b) If "Yes," for which election?
Primary (General, Primary, Runoff) on 8/14/76 (Date)

(4) Type of Report (Check appropriate box and complete as applicable)

(a) ☐ Amendment
(b) ☐ April 10 Report
(c) ☐ July 10 Report
(d) ☐ October 10 Report
(e) ☐ January 31 Report
(f) ☐ Alternative Monthly Report
(g) ☐ Termination

(h) ☒ Twelfth day report preceding Primary (primary, general or convention) election on 8/14/76 (date) in the state of Louisiana

(i) ☐ Thirtieth day report following _____ (primary, general or convention) election on _____ (date) in the state of _____

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Committee Summary of Receipts and Expenditures

(5) Reporting Period From July 12, 1976 through July 30, 1976

Section A - Cash Balance Summary	Column A This Period	Column B Calendar Year-To-Date
(6) Cash on hand January 1, 19__		$ NONE
(7) Cash on hand beginning of reporting period	$ NONE	
(8) Total receipts (from line 19)	$ 78,901.00	$ 78,901.00
(9) Subtotal	$ 78,901.00	$ 78,901.00
(10) Total operating expenditures (From line 24)	$ 78,014.00	$ 78,014.00
(11) Cash on hand at close of reporting period	$ 887.00	$ 887.00
(12) Debts and obligations owed to the committee (attach itemized list) $ _____	NONE	NONE

Section B - Presidential Campaign Expenditures Subject to Limitation - Summary (Applies Only To Presidential Candidates Receiving Federal Funds)		
(13) Total expenditures (from line 20)	$	$
(14) Total Rebates (from line 17)	$	$
(15) Net expenditures subject to limitation	$	$
(16a) Expenditures from prior years subject to limitation		$
(16b) Total expenditures subject to limitation		$

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Guy J. D'Antonio (Signature of Treasurer or Candidate) Aug 13, 1976 (Date)

Note: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. § 441 (section reverse side of form).

For Further Information Contact: Federal Election Commission, 1325 K Street, N.W., Washington, D.C. 20463

FEDERAL ELECTION COMMISSION
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OFFICE OF GENERAL COUNSEL

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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts, Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3

(see instructions on back)

Page 1 of 3 for
LINE NUMBER 15(a)
(Use separate schedule(s) for each numbered line)

Name of Candidate or Committee in full
RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Occupation / Principal place of business	Date (month, day, year)	Amount of each receipt this period
Ronald S. Tardo 1601 Schnell Drive Arabi, La. 70032 (Contribution pursuant to 2 USC § 441 a(1))	Employed by: Tonry, Mumphrey & D'Antonio Attys., 9061 Judge Perez Dr. Chalmette, Louisiana 70043 Occupation: Investigator ☐ Check if Contributor is self-employed Aggregate Year-to-Date ▶$1,000.00	7/19/76	$1,000.00 One Receipt
Lester Tanguis 2805 Riverland Drive Chalmette, La. 70043 (Contribution pursuant to 2 USC § 441 a(1))	Employed by: Kaiser Aluminum & Chemical Corp., Chalmette, La. 70043 Occupation: Welder ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶$1,000.00	7/19/76	$1,000.00 One Receipt
Jules LeBlanc, III 5551 Corporate Blvd., Suite 3 A, Baton Rouge, La. (Contribution pursuant to 2 USC § 441 a(1))	Employed by: Corporate Development Group 5551 Corporate Blvd., Suite 3 A, Baton Rouge, La. Occupation: Attorney at Law ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶$1,000.00	7/20/76	$1,000.00 One Receipt
Rodolfo J. Aguilar, Ph. D. 5551 Corporate Blvd. Baton Rouge, La. (Contribution pursuant to 2 USC § 441 a(1))	Employed by: Corporate Development Group 5551 Corporate Blvd. Baton Rouge, La. Occupation: Pres. of Corporate Dev. Group ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶$1,000.00	7/20/76	$1,000.00 One Receipt
Roger J. LeBlanc 5551 Corporate Blvd. Baton Rouge, La. (Contribution pursuant to 2 USC § 441 a(1))	Employed by: Corporate Development Group 5551 Corporate Blvd. Baton Rouge, La. Occupation: Attorney at Law ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶$1,000.00	7/20/76	$1,000.00 One Receipt
Cyril Vetter 5551 Corporate Blvd. Baton Rouge, La. (Contribution pursuant to 2 USC § 441 a(1))	Employed by: Corporate Development Group 5551 Corporate Blvd. Baton Rouge, La. Occupation: Attorney at Law ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶$1,000.00	7/19/76	$1,000.00 One Receipt
Subtotal of receipts this page (optional) ▶			& Continued
Total this period (last page this line number only)			

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FEDERAL ELECTION COMMISSION
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Schedule A
(March 1976)
Federal Election Commission
325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts, Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3

(see instructions on back)

Page 2 of 3 for
LINE NUMBER 15(a)
(Use separate schedule(s) for each numbered line)

Name of Candidate or Committee in full
RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Principal place of business	Occupation / Aggregate Year-to-Date	Date (month, day, year)	Amount of each receipt this period
Michael Roig 3917 Norwood Drive Chalmette, La. 70043	Criminal District Court for Orleans Parish New Orleans, La.	(Contribution pursuant to 2 USC § 441 a(1)) Court Clerk, Div. E ☐ Check if Contributor is self-employed Aggregate Year-to-Date ▶$1,000.00	7/29/76	$1,000.00 One Receipt
Sally L. Brinkley 4647 Loyola Drive Baton Rouge, La. 70808	Employed by: Corporate Development Group 5551 Corporate Blvd. Baton Rouge, La.	(Contribution pursuant to 2 USC § 441 a(1)) Attorney at Law ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶$1,000.00	7/20/76	$1,000.00 One Receipt
Claude Rome 3504 Rose Avenue Chalmette, La. 70043	Employed by: Tenneco Oil Co. Chalmette, La. 70043	(Contribution pursuant to 2 USC § 441 a(1)) Pipefitter ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶$1,000.00	7/21/76	$1,000.00 One Receipt
John E. Kyle, Jr. Box 245 Berwick, La.	Not Applicable	(Contribution pursuant to 2 USC § 441 a(1)) Unemployed ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶$200.00	7/21/76	$ 200.00 One Receipt
Robert C. Berthelot 2816 Jean Lafitte Parkway Chalmette, La. 70043	Berthelot Builders, Inc. 8909 W. Judge Perez Dr. Chalmette, La. 70043	(Contribution pursuant to 2 USC § 441 a(1)) Builder ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶$1,000.00	7/29/76	$1,000.00 One Receipt
Rose Berthelot 2816 Jean Lafitte Parkway Chalmette, La. 70043	Not Applicable	(Contribution pursuant to 2 USC § 441 a(1)) Housewife ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶$1,000.00	7/29/76	$1,000.00 One Receipt

Subtotal of receipts this page (optional) ▶ $ Continued

Total this period (last page this line number only) ▶ $

FEDERAL ELECTION COMMISSION
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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts, Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3

(see instructions on back)

Page 3 of 3 pgs
LINE NUMBER 15(a)
(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full
RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Occupation / Principal place of business	Date (month, day, year)	Amount of each receipt this period
Richard A. Tonry (The Candidate) 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	Principal place of business: Tonry, Mumphrey & D'Antonio, 9061 W. Judge Perez Drive, Chalmette, Louisiana Occupation: Attorney at Law ☒ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $5,000.00	7/9/76	$5,000.00
Richard A. Tonry (The Candidate) 9061 W. Judge Perez Drive Chalmtte, Louisiana 70043	Principal place of business: Tonry, Mumphrey & D'Antonio, 9061 W. Judge Perez Drive, Chalmette, Louisiana Occupation: Attorney at Law ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $18,000.00	7/29/76	$18,000.00
Full Name, mailing address and ZIP code	Principal place of business Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $	Date (month, day, year)	Amount of each receipt this period
Full Name, mailing address and ZIP code	Principal place of business Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $	Date (month, day, year)	Amount of each receipt this period
Full Name, mailing address and ZIP code	Principal place of business Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $	Date (month, day, year)	Amount of each receipt this period
Full Name, mailing address and ZIP code	Principal place of business Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $	Date (month, day, year)	Amount of each receipt this period

Subtotal of receipts this page (optional) ▶ $
Total this period (last page this line number only) ▶ $

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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Schedule A
January 1976
Federal Election Commission
325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts, Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3

(see instructions on back)

Page 1 of 1 for
LINE NUMBER 18(b)
(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full

RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Principal place of business	Occupation / Aggregate Year to Date	Date (month, day, year)	Amount of each receipt this period
Committee on Political Education, AFL-CIO 815 16th Street N. W. Washington, D. C. 20006	815 16th Street N. W. Washington, D. C. 20006	Not Applicable ☐ Check if Contributor is self-employed ▶ $2,500.00	7/27/76	$2,500.00 One Receipt
Seafarers Political Action Donation 675 4th Avenue Brooklyn, New York 11232	675 4th Avenue Brooklyn, New York 11232	Not Applicable ☐ Check if Contributor is self-employed ▶ $1,000.00	7/26/75	$1,000.00 One Receipt
		☐ Check if Contributor is self-employed ▶ $		
		☐ Check if Contributor is self-employed ▶ $		
		☐ Check if Contributor is self-employed ▶ $		
		☐ Check if Contributor is self-employed ▶ $		

Subtotal of receipts this page (optional) ▶ $

Total this period (last page this line number only) ▶ $ 3,500.00

Page 1

FEDERAL ELECTION COMMISSION
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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts, Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3

(See instructions on back)

Page 1 of 2 for
LINE NUMBER 16(a)
(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full

RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of each receipt this period
J. Wayne Mumphrey 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	(Loan from First National Bank of St. Bernard, pursuant to 2 USC § 434(b) (5) (G), Federally Chartered)	7/16/76	$5,000.00 One Receipt
Principal place of business Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	Occupation Attorney at Law ☒ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $ 5,000.00		
Donald G. Tudury 2801 N. Robertson Street New Orleans, Louisiana 70117	(Loan from First National Bank of St. Bernard, pursuant to 2 USC § 434(b) (5) (G) Federally Chartered)	7/16/76	$5,000.00 One Receipt
Principal place of business Iron Work Service Co. 2801 N. Robertson Street New Orleans, Louisiana 70117	Occupation Iron Worker ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $ 5,000.00		
Richard A. Tonry 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	(Loan from First National Bank of St. Bernard, pursuant to 2 USC § 434(b) (5) (G) Federally Chartered)	7/19/76	$5,000.00 One Receipt
Principal place of business Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	Occupation Attorney at Law ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $ 5,000.00		
G. Patrick Tonry 4745 River Road Jefferson Parish, La.	(Loan from First National Bank of St. Bernard, pursuant to 2 USC § 434(b) (5) (G) Federally Chartered)	7/19/76	$5,000.00 One Receipt
Principal place of business Bakers Service, Inc. P. O. Box 1011 Metairie, Louisiana 70004	Occupation Executive Officer ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $ 5,000.00		
R. Gordon Tonry 4745 River Road Jefferson Parish, La.	(Loan from First National Bank of St. Bernard, pursuant to 2 USC § 434 (b) (5) (G) Federally Chartered)	7/19/76	$5,000.00 One Receipt
Principal place of business Bakers Service, Inc. P. O. Box 1011 Metairie, Louisiana 70004	Occupation Executive Officer ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $ 5,000.00		
Charles Trentecosta #34 Carolyn Court Arabi, Louisiana 70032	(Loan from St. Bernard Bank & Trust Co. pursuant to 2 USC § 434(b) (5) (G), State Chartered)	7/16/76	$5,000.00 One Receipt
Principal place of business Zodiac Caterers 3027 Jean Lafitte Parkway Chalmette, Louisiana 70043	Occupation Caterer ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $ 5,000.00		

Subtotal of receipts this page (optional) ▶ $ Continued

Total this period (last page this line number only) ▶ $

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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts, Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3

(see instructions on back)

Page 2 of 3 for
LINE NUMBER(S) 26(a)
(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full
RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of each receipt this period
Stephen R. Perez 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	(Loan from First National Bank of St. Bernard, pursuant to 2 USC § 434(b) (5) (G), Federally Chartered)	7/21/76	$5,000.00 ~~One Receipt~~
Principal place of business Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, La. 70043	Occupation Attorney at Law ☒ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $5,000.00		
Full Name, mailing address and ZIP code Guy J. D'Antonio, II 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	(Loan from Peoples Bank of St. Bernard, pursuant to 2 USC § 434(b) (5) (G), State Chartered)	7/12/76	$5,000.00 One Receipt
Principal place of business Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	Occupation Attorney at Law ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $ 5,000.00		
Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of each receipt this period
Principal place of business	Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $		
Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of each receipt this period
Principal place of business	Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $		
Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of each receipt this period
Principal place of business	Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $		
Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of each receipt this period
Principal place of business	Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $		
Subtotal of receipts this page (optional) ▶			$
Total this period (last page this line number only) ▶			$10,000.00

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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

(Itemized Receipts)
Contributions, Direct Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3
(See instructions on back)

Page 2 for Line 15 (a)
(Use separate schedule for each numbered line).

Name of Candidate or Committee in full

RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code		Date (month, day, year)	Amount of each receipt this period
Ronald J. Barras 20 W. Chalmette Circle Chalmette, Louisiana 70043	(Contribution pursuant to USC § 441 a(1))	9/2/76	$ 250.00 One Recei
Principal place of business: Delta Electric 2341 Congressman Hebert Dr. Chalmette, Louisiana 70043	Occupation: Electrician ☐ Check if Contributor is self-employed Aggregate Year-to-Date ..... ▶$ 250.00		
Ross J. Brechner, M.D. 318 W. Judge Perez Drive Chalmette, Louisiana 70043	(Contribution pursuant to USC § 441 a(1))	8/3/76 & 8/26/76	500.00 500.00 1,000.00 Two Recei
Principal place of business: 318 W. Judge Perez Drive Chalmette, Louisiana 70043	Occupation: Physician ☒ Check if Contributor is self-employed Aggregate Year-to-date ..... ▶$ 1,000.00		
Louis J. Roussel 1500 American Bank Bldg. New Orleans, Louisiana 70130	(Contribution pursuant to USC § 441 a(1))	8/27/76	500.00 One Rec
Principal place of business: National American Bank 200 Carondelet Street New Orleans, Louisiana 70130	Occupation: Financier ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... ▶$ 500.00		
Don Teel 4723 W. Metairie Avenue Metairie, Louisiana 70001	(Contribution pursuant to USC § 441 a(1))	7/31/76	1,000.0 One Recei
Principal place of business: The Besco Corporation 200 Myrtle Drive Metairie, Louisiana 70003	Occupation: President ☒ Check if Contributor is self-employed Aggregate Year-to-date ..... ▶$ 1,000.00		
Mrs. Don Teel P. O. Box 73196 Metairie, Louisiana 70003	(Contribution pursuant to USC § 441 a(1))	7/31/75	500.0 One Recei
Principal place of business: Not Applicable	Occupation: Housewife ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... ▶$ 500.00		
Cecile L. Murphy No. 3 Marietta Court Chalmette, Louisiana 70043	(Contribution pursuant to USC § 441 a(1))	8/9/76	200.0 One Rec
Principal place of business: Murphy Hauling No. 3 Marietta Court Chalmette, Louisiana 70043	Occupation: Trucking Service ☒ Check if Contributor is self-employed Aggregate Year-to-date ..... ▶$ 200.00		

Subtotal of receipts this page (optional) .....

Total this period (last page this line number only) .....

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Contributions, Other Receipts, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 13 of FEC Form 3
(see instructions on back)

Page 3 of 15(a)
Line subtotals consecutive for each numbered line.

Name of Candidate or Committee in full

RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Principal place of business	Occupation / Check if Contributor is self-employed / Aggregate Year-to-Date	Date (month, day, year)	Amount of each receipt this period
Richard A. Tonry (The Candidate) 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	Attorney ☒ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $ 26,600	8/9/76	3,600.00
Robert Angle (Contribution pursuant to USC § 441 a(1)) 104 E. Judge Perez Drive Chalmette, Louisiana 70043	Angle Gas 104 E. Judge Perez Drive Chalmette, Louisiana 70043	Retailer ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $ 500.00	8/4/76	500.00 One Re
Mrs. Mary Ann Donnell (Contribution pursuant to USC § 441 a(1)) 2341 Congressman Hebert Dr. Chalmette, Louisiana 70043	Not Applicable	Housewife ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $ 250.00	9/2/76	250 One Re
Richard A. Tonry (The Candidate) 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	Attorney ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $	8/10/76	5,000.00
		☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $		
		☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $		

Subtotal of receipts this page (optional) ▶ $

Total this period (last page this line number only) ▶ $

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Contributions, Direct Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3
(see instructions on back)

Line Number 11 (b)
(the amount scheduled for each numbered line)

Name of Candidate or Committee in full
RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Principal place of business	Occupation	Date (month, day, year)	Amount of each receipt this period
Committee on Political Education, AFL-CIO 815 16th Street, N. W. Washington, D.C. 20006	815 16th Street, N. W. Washington, D. C. 20006	Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $ 5,000.00	7/31/76	2,500.00 One Receipt
Committee on Political Education-International Brotherhood of Electrical Workers 1806 Canal Street, New Orleans, La. 70112	1806 Canal Street New Orleans, La. 70112	Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $ 500.00	8/18/76	500.00 One Receipt
Committee on Political Education-International Brotherhood of Railroad Workers Address to be supplied	Address to be supplied	Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $ 1,500.00	8/12/76	1,500.00 One Receipt
National Education Association-Political Action Comm. 1201-16th Street N. W. Washington, D.C. 20036	1201-16th Street N. W. Washington, D. C. 20036	Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $ 1,000.00	8/9/76	1,000.00 One Receipt

Subtotal of receipts this page (optional) ▶ 0

Total this period (last page this line number only) ▶

FEDERAL ELECTION COMMISSION
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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts, Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3
(see instructions on back)

Page ___ of ___
LINE NUMBER 19 (a)
(Use separate schedule(s) for each numbered line).

Name of Candidate or Committee in full
RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Principal place of business	Occupation / Check if Contributor is self-employed	Aggregate Year-to-Date	Date (month, day, year)	Amount of each receipt this period
Mrs. Joseph P. Barreca 2305 Pelitere Drive Chalmette, La. 70043 (Contribution pursuant to USC § 441 a(1))	Not Applicable	Housewife ☐	$ 500.00	9/8/76	500.00 One Receipt
Al Taglialavore, Jr. 406 E. Jean the Baptiste St. Chalmette, Louisiana 70043 (Contribution pursuant to USC § 441 a(1))	Tag's Meat Market 406 E. Jean the Baptiste St Chalmette, Louisiana 70043	Retail Grocer ☒	$ 500.00	9/14/76	500.00 One Receipt
A. L. Taglialavore, Sr. 406 E. Jean Baptiste St. Chalmette, Louisiana 70043 (Contribution pursuant to USC § 441 a(1))	Tag's Meat Market 406 E. Jean Baptiste St. Chalmette, Louisiana 70043	Retail Grocer ☒	$ 500.00	9/14/76	500. One Rec
Dr. Noel F. Pilie 2520 Napoleon Avenue New Orleans, La. 70115 (Contribution pursuant to USC § 441 a(1))	2520 Napoleon Avenue New Orleans, La. 70115	Medical Doctor ☒	$ 500.00	9/13/76	500.00 One Receipt
Gary J. Dragon 323 W. Judge Perez Drive Chalmette, Louisiana 70043 (Contribution pursuant to USC § 441 a(1))	323 W. Judge Perez Drive Chalmette, Louisiana 70043	Attorney ☒	$ 1,000.00	9/7/76	1,000.00 One Receipt
Cyril J. Traina 7625 W. Judge Perez Drive Arabi, Louisiana 70032 (Contribution pursuant to USC § 441 a(1))	J. Traina Construction Co. 7625 W, Judge Perez Drive Arabi, Louisiana 70032	Contractor ☒	$ 300.00	9/6/76	300. One Rec

Subtotal of receipts this page (optional) ..... ▶ $

Total this period (last page this line number only) ..... PRIMARY ELECTION CAMPAIGN

Page 1

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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Itemized Receipts
Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3
(see instructions on back)

(Use separate schedule(s) for each numbered line.)

Name of Candidate or Committee in full
RICX TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Principal place of business	Occupation	Date (month, day, year)	Amount of each receipt this period
Ted Tedesco 860 Carolyn Court Arabi, Louisiana 70032 (Contribution pursuant to USC § 441 a(1))	Tedesco, Inc. 8508 Prince Drive Chalmette, Louisiana 70043	Real Estate Broker & Contractor ☒ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $ 500.00	9/4/76	500.00 One Re
Tyrone Cospelich 2029 1/2 W. Beauregard Dr. Chalmette, Louisiana 70043 (Contribution pursuant to USC § 441 a(1))	Tyrone Cospelich, Inc. 2029 1/2 W. Beauregard Dr. Chalmette, Louisiana 70043	Electrician ☐ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $ 500.00	9/10/76	500. One Re
Full Name, mailing address and ZIP code	Principal place of business	Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $	Date (month, day, year)	Amount of each receipt this period
Full Name, mailing address and ZIP code	Principal place of business	Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $	Date (month, day, year)	Amount of each receipt this period
Full Name, mailing address and ZIP code	Principal place of business	Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $	Date (month, day, year)	Amount of each receipt this period
Full Name, mailing address and ZIP code	Principal place of business	Occupation ☐ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $	Date (month, day, year)	Amount of each receipt this period

Subtotal of receipts this page (optional) . . . . . $

Total this period (last page this line number only) . . . . . $

FEDERAL ELECTION COMMISSION
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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Contributors, Direct Receipts, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3
(see instructions on back)

(Page 3 of ___ for Line 15(a))
(Use separate schedule for each numbered line.)

Name of Candidate or Committee in full:
RICK TONRY CAMPAIGN COMMITTEE

Full Name, mailing address and ZIP code	Occupation / Principal place of business	Date (month, day, year)	Amount of each receipt this page
Richard A. Tonry 9061 W. Judge Perez Drive Chalmette, Louisiana 70043	(Loan from First National Bank of St. Bernard, pursuant to USC § 434(b)(5)(G), Federally Chartered)	9/14/76	25,000.00
Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, La. 70043	Occupation: Attorney ☒ Check if Contributor is self-employed Aggregate Year-to-Date ▶ $30,000.00		
Richard A. Tonry 9061 W. Judge Perez Drive Chalmette, La. 70043	(Loan from Whitney National Bank of New Orleans, pursuant to 2 USC § 434(b)(5)(G), Federally Chartered)	9/16/76	15,000.00
Tonry, Mumphrey & D'Antonio 9061 W. Judge Perez Drive Chalmette, La. 70043	Occupation: Attorney ☒ Check if Contributor is self-employed Aggregate Year-to-date ▶ $45,000.00		
Full Name, mailing address and ZIP code	Occupation / Principal place of business ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $	Date (month, day, year)	Amount of each receipt this page
Full Name, mailing address and ZIP code	Occupation / Principal place of business ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $	Date (month, day, year)	Amount of each receipt this page
Full Name, mailing address and ZIP code	Occupation / Principal place of business ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $	Date (month, day, year)	Amount of each receipt this page
Full Name, mailing address and ZIP code	Occupation / Principal place of business ☐ Check if Contributor is self-employed Aggregate Year-to-date ▶ $	Date (month, day, year)	Amount of each receipt this page

Subtotal of receipts this page (optional) ..... $

Total this period (last page this line number only) .....

Page 4

FEDERAL ELECTION COMMISSION
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Schedule A
January 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Contributions, Ticket Purchases, Loans, Rebates, and Transfers for Line Numbers 15, 16, 17 and/or 18 of FEC Form 3
(See instructions on back)

Page 1 of 1
Line number 28(b)
(Use separate schedule(s) for each numbered line.)

Name of Candidate or Committee in full
RICK TONRY CAMPAGN COMMITTEE

Full Name, mailing address and ZIP code	Occupation / Principal place of business	Date (month, day, year)	Amount of each receipt this period
Committee on Political Education, AFL-CIO 815 16th Street, N. W. Washington, D.C. 20006	Principal place of business: 815 16th Street, N. W. Washington, D.C. 20006 Occupation: Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-Date ..... ▶$7,000.00	9/10/76	2,000.00
Louisiana Dental Political Action Committee 33 West Pamela Place Arabi, Louisiana 70032	Principal place of business: 33 W. Pamela Place Arabi, Louisiana 70032 Occupation: Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... ▶$ 200.00	9/8/76	200.00
National Education Association 1201-16th Street N.W. Washington, D.C. 20036	Principal place of business: 1201-16th Street N.W., Washington, D.C. 20036 Occupation: Not Applicable ☐ Check if Contributor is self-employed Aggregate Year-to-date ..... ▶$ 2,000.00	9/11/76	1,000.
Full Name, mailing address and ZIP code	Principal place of business / Occupation / ☐ Check if Contributor is self-employed / Aggregate Year-to-date ..... ▶$	Date (month, day, year)	Amount of each receipt this period
Full Name, mailing address and ZIP code	Principal place of business / Occupation / ☐ Check if Contributor is self-employed / Aggregate Year-to-date ..... ▶$	Date (month, day, year)	Amount of each receipt this period
Full Name, mailing address and ZIP code	Principal place of business / Occupation / ☐ Check if Contributor is self-employed / Aggregate Year-to-date ..... ▶$	Date (month, day, year)	Amount of each receipt this period

Subtotal of receipts this page (optional) .....

Total this period (first page this Form number only) .....

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and even though Representative Jordan has only an oral contract with CBS which may be terminated at will by either party, this oral agreement is sufficient to show that the parties contemplate the possibility of a regular and continuing relationship for similar services. Clearly, the $150 which Representative Jordan receives for each taping represents a stipend as it is in the form of fixed or regular compensation which is intended as consideration for the rendering of services.

It should be emphasized that this opinion is not to be construde as Commission endorsement of the practice of some Members of Congress of receiving a stipend or salary from other than the Federal Government. Rather, this opinion simply represents a finding by the Commission that such stipends are not governed by the provisions of 18 U.S.C. 616.

It should be noted that the Commission will presume that the $150 which Representative Jordan receives for each taping is not a "contribution" as provided in 2 U.S.C. 431(e) and 434, or 18 U.S.C. 591(e), 608, 610, and 611, in the absence of evidence being presented to the Commission which shows that the C.B.S. Morning News, or any of its advertisers, paid the stated sum, "for the purpose of influencing the nomination for election, or election" of Representative Jordan to Federal office.

This advisory opinion is issued only on an interim basis pending the promulgation by the Commission of rules and regulations or policy statements of general applicability.

AO 1975-69

Retired Loans—Effect with Respect to Contribution Limitations; Existence of a Written Instrument of Obligation

A loan is a contribution that counts against an individual's contribution limits only to the extent the principal remains unpaid, whether or not the loan is evidenced by a written instrument.

The existence of a written instrument could be determinative of the question whether a transaction is, in fact, a loan rather than a gift.

(40 FR 57756, Dec. 11, 1975)

This advisory opinion is rendered under 2 U.S.C. 437f, in response to a request for an advisory opinion submitted by Congressman Alvin Baldus and published in the September 22, 1975, FEDERAL REGISTER (40 FR 43664). Interested parties were given an opportunity to submit written comments pertaining to the request, but none were received.

The requesting party seeks an advisory opinion indicating whether if a loan is made to a political committee, and then repaid, it would be considered a contribution. Sections 431(e)(1) and 591(e)(1) of Titles 2 and 18, respectively, United States Code, define a contribution as, among other things, a loan. The Commissions' opinion is that when a loan creates a legally enforceable obligation to repay, a contribution remains outstanding only to the extent that the principal remains unpaid. While outstanding, a loan is a contribution which counts against the individual's $1,000 and $25,000 contribution limitations. Once it is retired, however, the loan (a contribution by defintion) is extinguished and no longer counts against these limitations.

The existence of a written instrument of obligation would have no effect on the foregoing interpretation. However, such an instrument could be determinative of the question whether the transaction was in fact a loan, rather than a gift, and therefore ceased to be a "contribution" when repaid to the lender.

This advisory opinion is issued on an interim basis only pending promulgation by the Commission of rules or regulations or policy statements of general applicability.

NOTE.—Commissioner Thomson voted against adoption of the foregoing opinion. His dissenting views are published as follows:

DISSENTING VIEWS OF COMMISSIONER THOMSON

In AO 1975-69, the Commission has ignored the clear language of the statute and ruled that a loan is a contribution only to the extent that the principal remains unpaid.

The definition of the term contribution in 18 U.S.C. 591(e) states:

"Contribution"—(1) means a gift, subscription, loan, advance, or deposit of money or anything of value (except a loan of money by a national or State bank made in accordance with the applicable banking laws and regulations and in the ordinary course of business, *which shall be considered a loan by each endorser or guarantor, in that proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsers or guarantors*), made for the purpose of influencing the nomination for election, or election, of any person to Federal office . . . (emphasis added)

Thus, a loan made by a national or State bank is considered a contribution by any endorser or guarantor of such loan only to the extent of the unpaid balance. In addition, under 18 U.S.C. 608(a)(4), a loan or advance by a candidate or his family is subject to limitation only to the extent of the balance of such loan or advance outstanding and unpaid. While specific exemptions are made in each of these cases, there is no exception of this nature made for any other type of loan. Congress clearly intended that loans made by other than the candidate and his family or national or State banks would be considered contributions even after they were repaid. Otherwise, a specific exemption would have been made. Thus, the Commission has made the exemption the rule.

Dated: December 3, 1975.

VERNON THOMSON,
Commissioner.

AO 1975-82

Fundraising in 1976 to Retire 1974 Campaign Debt

Contributions made to reduce a debt connected with a pre-1975 election will not be subject to the limits in 18 U.S.C. §§ 608 (b) and (c).

The FEC reaffirms its record-keeping and accounting requirements for fundraising to defray pre-1975 campaign debts.

Excess funds raised to retire 1974 debts may be returned to the donor, or, if authorized by the contributor, applied to a 1976 campaign.

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Representatives Stationery Room to be used by the member in preparing materials to be mailed by the Member under the Congressional frank.

The NRCC requests the Commission to rule on the question of whether the described activities are noncampaign in nature and, therefore, do not count against the NRCC's contribution limitation to a candidate [18 U.S.C. 608 (b)(2)] and do not apply to the Member's election expenditure limitations [18 U.S.C. 608(c)(1)(E)].

It is not necessary for the Commission at this time to reach the question of whether the activities described in paragraphs 1, 2 and 4 are noncampaign in nature. 39 U.S.C. 3210(f) is applicable to material sent under the Congressional frank. This section provides:

> Notwithstanding any other provision of Federal, State, or local law, or any regulation thereunder, the equivalent amount of postage determined under section 3216 of this title on franked mail mailed under the frank of the Vice President or a Member of Congress, and *the cost of preparing or printing such frankable matter for such mailing under the frank, shall not be considered as a contribution to, or an expenditure by, the Vice President or a Member of Congress for the purpose of determining any limitation on expenditures or contributions* with respect to such official, imposed by any Federal, State, or local law or regulation, in connection with any campaign of such official for election to any Federal office. (Emphasis added.)

As long as the materials prepared by the NRCC are suitable to be mailed under the frank and, in fact, are mailed under the frank, the cost of preparing or printing the materials will not be charged against the contribution or expenditure limitations in 18 U.S.C. 608. For purposes of this opinion, the Commission assumes that such mailings are suitable to be mailed under the frank.

In paragraph 3, the NRCC requests the Commission to rule on its practice of paying the cost of tabulating responses to questionnaires sent by a Member to his constituents under the Congressional frank including the cost of using a computer for such tabulation. The exemption in 39 U.S.C. 3210(f) only extends to the cost of preparing or printing the franked matter. Therefore, in determining whether the cost of tabulating responses is a contribution or expenditure subject to the appropriate limitations in 18 U.S.C. 608, the question is whether such activity is a contribution or expenditure within the general definition of 18 U.S.C. 591 (e) and (f). The Commission has proposed regulations providing that the cited definitions apply to these activities and that they are therefore subject to limitation under 18 U.S.C. 608.

This advisory opinion is to be construed as limited to the facts of the request and should not be relied on as having any precedential significance except as it relates to those facts at the time of its issuance.

Dated: August 11, 1975.

NEIL STAEBLER,
Vice Chairman, For the Federal Election Commission.

AO 1975-4

Democratic National Committee (Democratic Party Telethon)

A loan or endorsement is a "contribution" as defined in 18 U.S.C. §591 even though the proceeds are to be used to finance a telethon and there is no direct and substantial relationship to a particular candidacy.

Section 591(e) defining "contribution" does not require that a loan or transfer be made for the direct or substantial purpose, or even the principal purpose of influencing a particular candidacy before the loan or transfer may be deemed a contribution.

The transfer of telethon proceeds by a state telethon committee to a state central committee would not change the latter's status as a nonreporting committee provided such transfers were not made to influence the result of a federal election and assuming the state telethon committee is a registered, reporting political committee.

Contributions to a national party committee that are received in connection with a telethon and transferred to that committee by a state telethon committee need only be reported by the national party committee.

If a state party committee makes or endorses a loan to or for a state telethon committee, such action will be deemed an "expenditure" under 2 U.S.C. §431(f) and could lead to reporting obligations for a previously nonreporting state committee if such loan or endorsement was in excess of $1,000.

(40 FR 29793, July 15, 1975)

The Federal Election Commission renders this advisory opinion under 2 U.S.C. 437f in response to a request submitted by a political committee. The request was made public by the Commission and published as AOR 1975-4 in the FEDERAL REGISTER on June 24, 1975 (40 FR 26663). Interested parties were given an opportunity to submit written comments relating to the request.

SHELDON S. COHEN, Esq.,
General Counsel,
Democratic National Committee.

DEAR MR. COHEN: Your letter of June 5, 1975, informed the Commission that on July 26 and 27, 1975, the Democratic National Committee ("DNC") will again sponsor a fundraising telethon for the benefit of the Democratic Party over the ABC television network. You further advised that the actual production of the telethon will be conducted by a Production Committee, organized under the California not-for-profit corporation law solely for the purpose of said production. Any amounts expended by the Production Committee will be reimbursed by the DNC out of the gross receipts of the telethon. Additionally, preliminary arrangements for both the production of the telethon and the disbursement of receipts have been worked out between the DNC and participating State Committees (as defined in your letter).

You have requested the Commission to rule on several aspects of the expenditure of funds and receipt of contributions in connection with this telethon. The remainder of this opinion will deal with those requests in the order in which they are raised in your letter.

1. You request a ruling that the endorsement or guarantee by any individual of all or a portion of any bank loan made to the DNC for purposes of financing the production of the telethon will not be treated as a "contribution" as defined in 18 U.S.C. 591(e)(1). You request a similar ruling that the guarantee by any individual of a bank loan made to a state central committee, either for use by the state central committee in financing its own telethon obligations, or to enable the state central committee to advance funds to a state telethon committee, will not constitute a contribution. For purposes of this advisory opinion the Commission will treat these requests as substantially equivalent.

It is the Commission's conclusion that a loan or endorsement as described above is a "contribution" as defined in 18 U.S.C. 591(e)(1) for purposes of the limitations contained in section 608 of Title 18 of the United States Code.

Section 591(e)(1) defines a contribution as "a gift, subscription, loan, advance, or deposit of money or anything of value, * * * made for the purpose of influencing the nomination for election, or election, of any person to Federal office * * *" etc. While the section excepts a bank loan made in the ordinary course of business it includes an individual's guarantee or endorsement of such a loan.

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In your request (and in your subsequent letter dated June 30, 1975), you contend that the described guarantee or endorsement is not a loan made for the purpose of influencing the election of a person for federal office, because there is no "direct and substantial relationship between (1) the transfer of money or other things of value and (2) the furtherance of the candidacy of a particular individual, or group of individuals. The Commission does not agree with this contention. The language of the statute nowhere indicates that the purpose stated in section 591(e) need be direct and substantial or even that it be a principal purpose of the transfer. Ultimately, the election of its designated candidates is the purpose of any transfer of money or other thing of value to an organized political party. To rule as you request would lead logically to the conclusion that any contribution to an organized political party would not come within the statutory definition of contribution unless "earmarked" for a particular candidate's campaign. The effect of such a ruling would be to disadvantage any third party candidacies which ordinarily coalesce primarily around the candidacy of a named candidate since such a party could not claim that contributions to it were for a purpose other than to influence the election of the party's candidate for Federal office. Neither the elimination of the ceiling for contributions to organized political parties nor the disadvantaging of third party efforts can justifiably be said to be within the intent of Congress in enacting the 1974 amendments.

An analysis of the statutory language supports this reasoning. The word "person" is defined in section 591(g) to mean "an individual * * * or group of persons," while "candidate" is defined, in section 591(b) as "an individual who seeks nomination for election, or election, to Federal office * * *." Had Congress wanted to restrict the purpose clause of section 591(e)(1) to particular candidacies it would have used the specifically defined word "candidate" instead of the more generally defined word "person". We believe this reasoning is further strengthened by the inclusion of the word "any" immediately preceding the word "person" in the purpose clause of section 591(e)(1). That indicates that Congress did not only have particular candidacies in mind but rather was focusing, in addition, on contributions made for the purpose of influencing the election to Federal office of a yet unnamed candidate or group of candidates, e.g., Democratic candidates for Federal office in the 1976 general election. Such would certainly be the end result of a contribution to the DNC no matter what its immediate use. For example, the use of the proceeds of the telethon to retire past debts would serve to strengthen the DNC's credit leading to further opportunities for bank loans, the use of the proceeds of which would be related to Federal elections. The Commission can find no distinction between the use of such contributions and the use of a guarantee or endorsement for the purpose of obtaining a loan to finance a telethon which will result in the receipt of such contributions.

Accordingly, it is the Commission's conclusion that the endorsements you describe constitute statutory contributions subject to the $25,000 limitation on individual contributions in 18 U.S.C. 608(b)(3). To the extent that the primary loan remains unpaid, the endorsements shall be considered loans (and thus statutory contributions) from each guarantor or endorser in an amount equal to the proportion of the unpaid balance thereof that each guarantor or endorser bears to the total number of guarantors or endorsers.

2. You request a ruling that, since the telethon effort is a joint venture among the various state central and/or state telethon committees (as described in your letter), the provision of staff support from one committee to another and the general coordinating efforts of the DNC will not be treated as statutory contributions for purposes of either Title 2 or Title 18 of the United States Code.

Based on your description of the activities which will be undertaken by DNC staff members in conjunction with the staffs of the various State Committees, the Commission has concluded that such activities will not constitute a statutory contribution from the DNC to the various State Committees or from the State Committees to the DNC.

3. Your letter requests a ruling that the transfer of net telethon proceeds by a state telethon committee to a non-reporting state central committee will not affect the latter's non-reporting status.

The Commission agrees that the transfer of proceeds by a state telethon committee to a state central committee would not change the latter's status as a non-reporting committee provided, of course, that such funds are not intended to be spent, and, in fact, are not expended to influence the nomination or election of candidates to Federal office. We assume for purposes of this ruling that each state telethon committee will register as a political committee and will report all expenditures, receipts, and transfers in connection with its participation in the telethon.

4. The Commission agrees that, for purposes of the July 1975 telethon only, the Production Committee, which has registered as a political committee under 2 U.S.C. 433, may be treated as an agent or subsidiary of the DNC and, thus, any of its transactions required to be reported under 2 U.S.C. 434 may be reported by the DNC. This ruling is subject to the condition that the Production Committee maintain detailed records of its receipts and disbursements in accordance with 2 U.S.C. 432(c) and (d) and that such records will be preserved by the DNC. Moreover, the records must be available for audit upon request of the Commission.

5. The Commission agrees that all contributions made as a result of or in connection with the telethon should be considered as contributions to the DNC and reported as such in the report filed by the DNC. Consequently, a State Committee will not be required to report the receipt and transmission of a contribution payable to the DNC. However, under 2 U.S.C. 432(b) any State Committee and its agents receiving funds on behalf of the DNC must render a detailed account thereof to the DNC. Thus, it will be necessary for each State Committee to keep a detailed record of all such contributions as a part of its records subject to audit by the Commission.

In the case of a contribution which is made payable to a State Committee and then endorsed and transmitted to the DNC, the receipt and transmission must be reflected in the State Committee's report.

Finally, the Commission agrees that, where the DNC is in receipt of an individual's contribution which is earmarked for a particular committee or other recipient, the details as to identification of the contributor must be shown in reports of both the DNC and the recipient committee or other person.

6. You request a ruling that, in the case of states which have set up separate telethon committees, and in which the state central committee has made an initial advance to the state telethon committee to enable it to meet expenses, this loan transaction will not effect the status of the state central committee as a non-reporting committee.

The Commission does not agree and has concluded that, if a state central committee, which is presently a non-reporting committee, makes a loan to, or guarantees a loan for, a state telethon committee as described in your letter, such loan or guarantee will constitute an expenditure under 2 U.S.C. 431(f) and, if in excess of $1,000 will cause the state central committee to become a "political committee" under 2 U.S.C. 431(d) which must register with and report to the Commission. This conclusion is based on the reasoning contained in the ruling under paragraph 1 above. To hold that a guarantee from an individual is a contribution but that a loan by the central committee of a state political party for the same purpose is not an expenditure would be inconsistent. Further, to deny that this kind of loan was made for the purpose of influencing a Federal election would, in the Commission's opinion, be detrimental to one of the principal purposes of the 1974 amendments, namely to make public all such contributions and expenditures. Finally, the Commission cautions any state central committee to avoid using funds contributed to it by a national bank corporation or labor organization for purposes of the loan transaction as described above.

7, 8, 9. The Commission agrees that the DNC and the various State Committees should report as described in your requests.

10. The Commission agrees with your contention that telethon expenses incurred by the DNC and by participating State Committees should not be counted against the applicable limitations for either the DNC or any State Committee under 18 U.S.C. 608 (b), (e) and (f).

This advisory opinion is issued on an interim basis only pending the promulgation by the Commission of rules and regulations of general applicability. Any interpretation or ruling contained herein is to be construed as limited solely to the facts of the specific advisory opinion requests and should not be relied on as having any precedential significance except as it relates to those facts at the time of its issuance.

Dated: July 10, 1975.

THOMAS B. CURTIS,
Chairman for the
Federal Election Commission.

[FR Doc.75-18238 Filed 7-14-75;8:45 am]

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R.L.L.
4650 GEN. DeGAULLE ST.
NEW ORLEANS, LA. 70114

Wd

(6 NON)

Wd

(6 NON)

'76 NOV 11

Wd

CERTIFIED
RETURN RECEIPT
No. 05633

7 8 0 4 0 0 7 2 1 2 5

Federal Election Commission
1325 K Street, Northwest
Washington, D. C. 24063

CERTIFIED
RETURN RECEIPT

CERTIFIED
No. 05623
MAIL

	Amounts Involved	Violations	Other Information	Current Status
Stephen R. Perez	$5000 loan from St. Bernard Bank & Trust 7/21/76	§441a(a)(1)(A)		RCTB
J. Wayne Mumphrey	a) $5,000 loan to St. Bernard 7/16/76 b) $25,000 loan to St. B quar'd by G.P. Tonry, R.G. Tonry & Richard Tonry c) endorsed Perez loan	a) §441a(a)(1)(A) b) " c) "	also signed $15,000 loan by Aiavaldsiti & Tonry 9/16/76	RCTB - 5,000 RTB - 25,000
Donald G. Tudury	$5,000 loan to St. B. 7/16/76	§441a(a)(1)(A)		RCTB
R.G. Tonry	a) $5000 to St. B. 7/19/76 b) quar'd $25,000 loan from Mumphrey	a) §441a(a)(1)(A) b) "		RCTB
G.P. Tonry	a) $10,000 to St. B. 7/19/76 b) quar'd $25,000 loan from Mumphrey	a) §441a(a)(1)(A) b) "		RCTB
Guy D'Antonio II	$5000 to St. B 7/12/76	§441a(a)(1)(A)		RCTB

7804007221

	Amount Involved	Violation	Other Info	
Charles Trentacosta	$5,000 loan to St. Bernard 7/16/76	§ 441a(a)(1)(A)		LCTB
L.J. Aiavalasiti	$15,000 loan ~~endorsed~~ co-signed w/ Tonry from Whitney Nat'l Bank of New Orleans 9/16/76	§441a(a)(1)(A) in amount of $7500 (see §431(e)(5)(G)(ii))		LTB-
Robert Berthelot	a) $20,000 - 1st Nat'l Bank of St. Bernard: refunded 10/28/76 b) $25,000 - Gulf South Bank 10/29/76 ← signed by Tonry, co-signed to R.B.	a) b) §441a(a)(1)(A) - in amount of $12,500 (see § 431(e)(5)(G)(ii))		LCTB - 25,000
Donald Zimmer	a) $8,000 - 1st Progressive Bank b) receipt of $8000 loans by Teel, Moffat and Eidsen	a) §441a(a)(1)(A) b) § 441a(f)	pled guilty for concealing info re: $8000 loans from Grand Jury. Received 4 month sentence.	LCTB
Don Teel	$8000 from First Progressive Bank - gave it to Zimmer ~10/25/76	§441a(a)(1)(A)	Mentioned in U.S. Att'y indictment; no plea	LCTB
Donald Moffatt	$8000 from First Progressive Bank: gave it to Zimmer	§441a(a)(1)(A)	Mentioned in U.S. Att'y indictment; no plea.	LCTB

Bobby Wayne Eidsen	$8000- from First Progressive Bank: turned it over to Zimmer	§441a(a)(1)(A) (LCTB but did not receive letter - Was scheduled 11/3)	
Tonry	a) received $5000- loans in excess of $1000- b) received $10,000 from G.P. Tonry	a) §441a(f) (LTB) b) §441a(f) (?)	
	c) co-signed with Berthelot for $25,000- d) conspired w/ Moffat et al. for $8000- loans e) $25,000 from Murphrey f) co-signed w/ Aiavalasiti on $15,000 loan g) endorsed loans from Perez, Murphrey, Tudury, R.G. Tonry, J.P. Tonry & D'Antonio	c) §441a(f) (LCTB) d) §441a(f) (LCTB) e) §441a(f) (LTB) f) §441a(f) (LTB)	c) guilty plea to violation of §441a(f) d) guilty plea to conspiracy to violate §441a(a)(1)(A) Sentenced to 2 consecutive 6 mo. sentences (The indictment covered the $25,000 Berthelot loan and the monies received from Eidsen, Bartel, Moffatt, & Zimmer).

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MEMORANDUM

TO: File

FROM: Andrew Athy, Jr.

RE: MUR 337

DATE: December 5, 1977

Received call today from Glenn Dan Teel who had received notice of the Commission's findings. He first complained about the notice taking so long to reach him and I explained that two previous letters were returned by the Post Office because he moved from that address.

He claimed that he had received from the U.S. Attorney in New Orleans a promise that there would not be any further proceedings on this matter and that he has a letter reflecting this promise. He said that he would forward this when he received our conciliation agreement.

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ACC 1923

(504) 733-2281

Bakers Service, Inc.
EQUIPMENT • SUPPLIES • DECORATIONS
P. O. BOX 10667 • JEFFERSON, LOUISIANA 70181

RECEIVED
FEDERAL ELECTION
COMMISSION
77 OCT 31 AM 9:22

October 26, 1977

703167

Mr. William C. Oldaker
Federal Election Commission
1325 Kay Street N.W.
Washington, D. C. 20463

RE: MUR337 (76)

Dear Mr. Oldaker:

We are in receipt of your letter of October 14, 1977 concerning an alleged $5,000.00 loan and $25,000.00 endorsement in behalf of the Tonry Campaign Committee.

However, at no time did the writer loan or endorse notes in behalf of the Tonry Campaign Committee. I did, in fact, loan funds and endorse notes in behalf of my brother, Richard A. Tonry. These funds were to be used in any fashion he desired. Whether or not they were in fact used in the Tonry Campaign was certainly his prerogative.

At this time, the writer would like to point out to the Commission that prior to any involvement of Richard A. Tonry in political activities, he solicited and did receive from me loans and endorsements for personal reasons. In addition, since his political activities he has solicited and received from me additional loans. All of the above were and are still believed to be a family matter.

I have never taken an active part in politics and certainly would be reluctant to advance funds as contributions to political campaigns. I have never and would never be reluctant to lend my brother funds for any use he so desires.

Sincerely hoping this clears up any questions you have pertaining to this entire matter, I am,

Yours very truly,

G. P. Tonry

GPT/lw

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(504) 733-2281

Bakers Service, Inc.

EQUIPMENT • SUPPLIES • DECORATIONS

P. O. BOX 10667 • JEFFERSON, LOUISIANA 70181

RECEIVED
FEDERAL ELECTION
COMMISSION
77 OCT 31 AM 9:22

October 26, 1977

Mr. William C. Oldaker
Federal Election Commission
1325 "K" Street N.W.
Washington, D. C. 20463

RE: MUR337 (76)

Dear Mr. Oldaker:

We are in receipt of your letter of October 14, 1977 concerning an alleged $5,000.00 loan and $25,000.00 endorsement in behalf of the Tonry Campaign Committee.

However, at no time did the writer loan or endorse notes in behalf of the Tonry Campaign Committee. I did, in fact, loan funds and endorse notes in behalf of my son, Richard A. Tonry. These funds were to be used in any fashion he desired. Whether or not they were in fact used in the Tonry Campaign was certainly his prerogative.

At this time, the writer would like to point out to the Commission that prior to any involvement of Richard A. Tonry in political activities, he solicited and did receive from me loans and endorsements for personal reasons. In addition, since his political activities he has solicited and received from me additional loans. All of the above were and are still believed to be a family matter.

I have never taken an active part in politics and certainly would be reluctant to advance funds as contributions to political campaigns. I have never and would never be reluctant to lend my son funds for any use he so desires.

Sincerely hoping this clears up any questions you have pertaining to this entire matter, I am,

Yours very truly,

R. G. Tonry

RGT/lw

7804007217 27

October 20, 1977

MEMORANDUM TO: FILE

FROM: ANDREW ATHY

SUBJECT: MUR 337

Received a call this date from J. Wayne Mumphrey, respondent in the above matter, who requested an explanation of the Commission letter notifying him of its findings.

He asserted that he has an immunity agreement with the Department of Justice that bars the U. S. Government from proceeding against him with respect to all matters relating to the Tonry campaign.

I advised him to forward this document and the additional information loan which he also referred to in this conversation.

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DCC 1988

RECEIVED
FEDERAL ELECTION
COMMISSION

'77 NOV 7 AM 9:43

October 31, 1977

Federal Election Commission
1325 K Street N. W.
Washington, D.C. 20463

Attention: Mr. William C. Oldaker

RE: FILE MUR 337 (76)

Dear Mr. Oldaker:

I am responding to your letter of October 14, 1977, in which communication you advised me that I had somehow violated the Federal Election Commission law. I previously submitted to the Federal Election Commission my affidavit stating that I in no way intended to make any contributions to the Tonry for Congress Campaign. I have known Richard A. Tonry since birth, as his parents and I are very close friends. Mr. Tonry came to me during his campaign and asked that I secure for him a loan in the amount of $15,000.00. At that time he advised me that the Federal Election Commission had advised him that this was legal and proper and further that Mr. Tonry had made numerous loans in this manner prior to his asking me to make a loan. At that time I took Mr. Tonry to the Whitney Bank and co-signed a loan for him in the amount of $15,000.00. It was then, and remains my understanding that Mr. Tonry will repay in full the amount of $15,000.00. Further, Mr. Tonry has advised that he anticipates payment in full of this loan on or before March 1, 1978. I would like to point out an important fact in explaining why the loan has not been repaid at this time. Mr. Tonry is presently incarcerated at Maxwell Air Force Base, a Federal Prison Camp. Had Mr. Tonry not been incarcerated, I am sure that this obligation would have been fully paid by him prior to this time.

The only further information I can supply you regarding your contention that I violated Federal Election Commission law is simply that a young man that I have been close friends since birth, asked me to co-sign a loan, and I did. There was never any intention on my part to violate any law that I had knowledge of at that time.

Hoping this information will assist you in favorably concluding this matter.

Yours truly,

Lawrence Aiavolasiti

LAWRENCE AIAVOLASITI

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LCC 1979
NEW

Donald Smith Moffatt

RECEIVED
FEDERAL ELECTION
COMMISSION
'77 NOV 7 AM 10:30

November 4, 1977

Mr. Andrew Athy, Jr.
1325 K Street N.W.
Washington, D.C. 20463

Dear Mr. Athy:

It is my understanding after our conversation on November 1, 1977 that your intention is to forward a consiliation agreement to me which will reflect your understanding of the violation referred to in Mr. Oldaker's letter to me of October 14, 1977. In addition, this consiliation agreement will reflect certain consequences the Federal Election Commission feels are appropriate in view of the circumstances you are aware of.

As I mentioned, the U.S. Attorney's office in New Orleans is quite familiar with the total circumstances involving my participation in the Richard Tonry Campaign. I would like to respectfully request, and would sincerely appreciate, your office coordinating efforts with the U.S. Attorney's office, which would possibly make the necessity of my having to retain counsel to review the same information that we have gone over many times in the last several months.

Anything you can do in this connection will be greatly appreciated. If you need any additional information or I can be of any assistance whatsoever, please do not hesitate to contact me.

Sincerely,

Don Moffatt

Donald S. Moffatt

DSM/jb

cc: Mr. Gerald Gallinghouse
U.S. Attorney
500 S. Camp Street
New Orleans, Louisiana

7804007213 0

November 2, 1977

MEMORANDUM TO: FILE

FROM: ANDREW ATHY

RE: MUR 337

In the past three days, I have received phone calls from respondents D'Antonio, Mumphrey, Trentacosta, and Moffet. Each indicated that they had received notice of the Commission Action and would like to be advised as to how the conciliation process functions.

I described generally how the negotiation aspects of the process worked and, in particular, I said that Staff drafts of conciliation agreements would be forwarded to them. I also advised them to marshall all arguments and information relevant to their particular case and to seek the advise of counsel.

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November 1, 1977

MEMORANDUM TO: FILE

FROM: ANDREW ATHY

RE: MUR 337

Received phone call this day from Donald Zimmer who was calling in response to our notice. I advised him that we would be sending his conciliation agreements and that the Commission indicated that this matter should be disposed of with regard to jail sentence.

He said he served 3-1/2 months, received a $3,000 fine and 3 years probation for promising jobs for contributions ans receiving excess contributions.

Janine tel # 504-827-0985

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MUR 337 (AA)

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☑ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Donald S. Moffatt
5024 Bissonet Dr
New Orleans, LA

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438243	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☑ Addressee ☐ Authorized agent

4. DATE OF DELIVERY
10/31/77

POSTMARK
OCT 31 1977

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS
EIK

☆ GOP: 1976—O-203-456

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Archef

November 3, 1977

MEMORANDUM TO: FILE

FROM: DAVID R. SPIEGEL

RE: MURs 337, 423, 454

SUBJECT: AUDIT OF TONRY AND LIVINGSTON

On this date Susan Propper, Andy Athy, and I met with Jim Nycum, Sue Paschen, Kevin McFadden, and Russ Bruner of the Audit Section to discuss details of the Tonry and Livingston audits. Following is a summary of our discussion:

1. Tonry: We prepared a chart for the auditors listing all of the parties involved in Tonry, the outstanding violations against them, the stage of the compliance proceedings (e.g., RTB, RCTB), and appropriate background. We went over each of the items in the chart for background purposes and indicated that we would also supply following additional materials:

(1) Relevant G.C. Reports in MUR 337 (e.g., RCTB and Interim Investigative);

(2) Copies of all loan agreements relating to parties on chart in MUR 337;

(3) Relevant G.C. Reports in Miller-Varley-Popkin independent expenditures (MUR 423).

We asked the auditors to describe all procedures used in the normal course of an audit and then described the areas we wanted them to cover in the course of utilizing these procedures:

(a) In MUR 337: All materials not in our files as to loan agreements; all materials indicating the portion (if any) of loans that had been repaid; any financial evidence of unreported expenditures or contributions.

(b) In MUR 423: Any financial records indicating dealings by Tonry campaign with vendors listed in the Varley and Popkin reports; any financial records indicating dealings with the group with which Ms. Miller was associated during the time the independent expenditures were made.

We advised the auditors that Tonry had already plead guilty, along with Zimmer to Justice Department indictments, and that, therefore, although there were likely to be numerous record-keeping deficiencies, this was an unusual situation that required gentle handling.

2. Livingston: We advised the auditors that our interest in the Livingston campaign stemmed from public documents filed by the campaign indicating a disputed debt with the Viguerie operation. We discussed

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the background of the dispute, the "commercial reasonableness" issue, and stressed that the Commission had not found RTB. Therefore, there was no investigation and our involvement, at this point, was for background purposes only. We gave the auditors a chart summarizing the apparent contractual obligations Livingston had incurred with mailing companies; the amounts paid in each case; and the balance due. In a separate chart we listed the mailing companies which appeared to be connected to the Viguerie operation. We asked that auditors cover certain informational details, related to the commercial reasonableness issue. We were assured all of the details (listed below) could be covered in the normal course of an audit:

(a) Invoices for services provided by all companies in the Viguerie group.

(b) Copies of contracts or correspondence with Viguerie, if available.

(c) Records of all payments made to RAVCO companies.

(d) Records of any loans from RAVCO companies.

(e) Records of all monies funneled through Livingston pcc as a result of settlement arrangement.

(f) Records of campaign surplus at time of settlement (if any) and present surplus (if any). Reports suggest a surplus of approximately $16,000.

At the close of the meeting we again stressed the importance of the auditors proceeding through their normal procedures. We cautioned that all of the materials we were supplying the auditors were for their use only.

Jim Nycum indicated he would call me as early in the week as possible to give me an assessment of their work. He also said he would call immediately if any legal problems arose.

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● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

- ☐ Show to whom and date delivered..... 15¢
- ☑ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO: Bobby W. Eidson
c/o Wm. B. Matthews
2701 Houmer Blvd.
Metairie, Louisiana 70002

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	438455	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Kathy Arcane

4. DATE OF DELIVERY 11-10

POSTMARK NOV 10 1977

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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LCC 1944

Stephen R. Perez

ATTORNEY AT LAW
AND
NOTARY PUBLIC

POST OFFICE BOX 91
CHALMETTE LOUISIANA 70044
504/271-4184 24 HOURS

R
FEDER
CO
'77 OCT 4:10

October 25, 1977

703176

Mr. Andrew Athy, Jr.
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

Re: MUR 337 (76)

Dear Mr. Athy:

I am writing you in regard to a letter I received from Mr. William C. Oldaker, a copy of which is attached hereto and which is self-explanatory.

I wish to point out to you, number one, that I did not loan $5,000.00 to the Tonry Campaign Committee and number two, that I did not loan $5,000.00 to Richard A. Tonry. The fact of the matter is that I did sign as co-maker with Richard A. Tonry a promissory note in the sum of $5,000.00 to the First National Bank of St. Bernard. This was a ninety (90) day note and it was signed sometime, I believe, in July or August of 1976. There were no restrictions placed on the use of the proceeds of this loan by me and I signed merely as an accomodation to Richard A. Tonry and he was free to use these funds for any purposes he saw fit.

I wish to further point out that I am no longer obligated on this note as it has been satisfied by Mr. Tonry.

Very truly yours,

STEPHEN R. PEREZ

SRP/jc
Certified, Return
Receipt Requested
Enclosure (1)

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

Stephen R. Perez
9061 W. Judge Perez Drive
Chalmette, Louisiana 70043

Re: MUR 337 (76)

Dear Mr. Perez:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1)(A) when you loaned $5,000 to the Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

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AMERICAN REVOLUTION BICENTENNIAL 1776-1976

Respondent	factual admissions	legal admissions	Proposed penalties	comment
Richard A Tonry	Received for the campagn $25,000 the proceeds of a loan obtained by J.Wayne Mumphrey from theFirst Natinal Bank of StBernardXXX

Respondent	factual admissions	legal admissions	proposed penalties	comment
Richard A. Tonry	a)received for campaign $5,000, the proceeds of a loan of 7/16/76 secured by V.C.Trentacosta from the St Bernard Bank and Trust	a)441a(f)	none	* not prosecuted by justice
	b) received for the campaign$5000 obtained by Donald Tudry on a note dated July 16,1976 and cosigned by Tonry from the First National Bank ofSt Bernard Parish	b)441a(f)	"	* " " "
	c) received for the campaign$5000 obtained byJ.Wayne Mumphrey on a note dated July 19,976 and cosigned by Tonry from the First National Bank of St.Bernard	c)441a(f)	"	* " " "
	D)received $10,000 for the campaign which was the proceedsof aloan obtained by G.P.Tonry.It was co-signed by candidate Tonry and was from the First National Bank of St. Bernard Parish	d)441a(f)	"	* " " "
	e)received for the campaign $5000 obtained byR.G.Tonry on a note co signed by Tonry from the First National Bank of Saint Bernardd on July 19,1976	e)441a(f)	"	* " " "
	f)received for the campaign $5000 from a loan obtained byGuyD'Antonio from the Peoples Bank of Saint Bernard on July 12,1976 which note was signed by the candidate	f)441a(f)	"	* " "
	g) obtained $ 5,000 for the campaign from a loan obtained by Stephen Perez From the First National Bank ofSt.Bernard Tonry cosined this note which was taken out on July 27,1976	g)441a(f)		*these loans were all reported by theTonry Committee and present evidence shows that the individuals have not repaid the loans .This is somewhat consistent with their contentionthta they extented nothing of vala

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
Glenn Don Teel)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, and investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Glenn Don Teel and the Federal Eledtion Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank in Jefferson Parish. This loan was transferred to Donald Zimmer for use in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of

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441a (1) (A), which limits to $1,000 any contribution to a ~~political~~ candidate made during an election period.

(B) To pay a civil penalty of $1,750.

GENERAL CONDITIONS

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

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DATE: _____

_____
FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

_____
FOR THE RESPONDENT

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
Stephen R. Perez)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Stephen R. Perez and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 27, 1976 of $5,000 from the First National Bank of St. Bernard Parish. This loan for the Tonry Campaign was co-signed by the candidate Tonry and J. Wayne Mumphrey.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of 441a

7 8 0 4 0 0 7 2 1 4 3

(1) (A), which limits to $1,000 any contribution to a ~~political~~ candidate for federal office made during an election period.

(B) To pay a civil penalty of $167.

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 1 4 4

DATE: _____

_____
FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

_____
FOR THE RESPONDENT
Stephen R. Perez

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
Donald Zimmer)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Donald Zimmer and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the general election of November 2, 1976:

1) On October 25, 1976 the respondent obtained an $8,000 loan from the First Progressive Bank in Jefferson Parish for the Tonry Campaign.

2) On October 25, 1976 the respondent received three $8,000 loans for the Tonry Campaign. These loans were obtained from the First Progressive Bank of Jefferson Parish by Donald S. Moffatt, Bobby Wayne Eidson, and Glenn Don Teel on October 25, 1976.

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IV. Wherefore the respondent agrees further:

(A) That the loan mentioned in III-C-1 constituted a contribution in violation of 44la (1) (A), which limits to $1,000 any contribution to a ~~political~~ candidate made ~~during~~ ~~an~~ election.

(B) That as set forth in III-C-2, the respondent knowingly accepted contributions which were in violation of 44la (1) (A). This constitutes a violation by the respondent of 44la (f).

GENERAL CONDITIONS:

(A) It is agreed that upon signing this conciliation agreement the Federal Election Commission shall be barred from taking further action against the respondent with respect to the specific matters set forht herein.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the smae.

DATE: _____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

FOR THE RESPONDENT
Donald Zimmer

7 8 0 4 0 0 7 2 1

BEFO[redacted] THE FEDERAL ELECTION COM[redacted]SSION

In the Matter of) MUR 337
)
Richard A. Tonry)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Richard A. Tonry and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That the respondent Richard A. Tonry ran for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the Rick Tonry Campaign Committee was the principal campaign committee for the respondent during his candidacy for House in Louisiana in 1976, and that the Tonry for Congress Campaign Committee was his principal campaign committee in 1977.

(C) That the respondent participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special election of June 25, 1977.

(D) That with respect to the primary election of August 14, 1976 the respondent received the following:

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1) On July 12, 1976, $5,000 for his campaign from a loan secured by Guy D'Antonio II, and co-signed by the respondent, from the Peoples Bank of St. Bernard Parish.

2) On July 16, 1976, $5,000 for his campaign from a loan secured by V.C. Trentacosta from the St. Bernard Bank and Trust.

3) On July 16, 1976, $5,000 for his campaign from a note obtained by Donald Tudury, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

4) On July 19, 1976, $5,000 for his campaign from a note obtained by J. Wayne Mumphrey, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

5) On July 19, 1976, $10,000 for his campaign from a loan secured by G.P. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

6) On July 19, 1976,$5,000 for his campaign from a note obtained by R.G. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

7) On July 27, 1976, $5,000 for his campaign from a loan secured by Stephen Perez, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

(E) That with respect to the run-off election of October 2, 1976 the respondent received on September 16, 1976, $15,000 for his campaign from a loan secured by L.J. Aiavalasiti from the Whitney National Bank.

(F) That with respect to the general election of November 2, 1976, the respondent received the following:

1) Through the person of Donald Zimmer, four $8,000 loans secured from the First Progressive Bank in Jefferson Parish on October 25, 1976. The four parties involved were: Donald Zimmer, Donald S. Moffatt, Bobby

7 8 0 4 0 0 7 2 1 4 8

Wayne Eidson and Glenn Don Teel.

2) On October 29, 1976, $25,000 for his campaign from a loan co-signed by Robert Berthelot from the Gulf South Bank.

(G) That with respect to the special primary election of June 25, 1977, the respondent received on January 28, 1977, $25,000 for his campaign from a loan secured by J. Wayne Mumphrey from the First National Bank of St. Bernard Parish. This loan was later guaranteed by G.P. Tonry, by Richard Tonry, and by R.G.Tonry.

(H) That in consideration of the fact that respondent on July 1, 1977 entered a guilty plea to a four count Bill of information, filed by the Department of Justice, involving certain of the matters set forth herein, the Federal Election Commission has waived the imposition of a fine for the violation.

IV. Wherefore, the respondent agrees further:

That as set forth above, in Section III, subsections D through G, the respondent knowingly accepted contributions which were in violation of 2 U.S.C. 441a (1) (A). This constitutes a violation by the respondent of 2 U.S.C. 441a (f).

GENERAL CONDITIONS:

(A) It is agreed that upon signing this conciliation agreement the Federal Election Commission shall be barred from taking further action against the respondent with respect to the specific matters set forth herein.

(B) It is mutually agreed that his agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

DATE: _____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker

FOR THE RESPONDENT Richard A. Tonry

7 8 0 4 0 0 7 2 1 4 9

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
J. Wayne Mumphrey)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, J. Wayne Mumphrey and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the primary election of August 2, 1976:

1) On July 19, 1976 the respondent co-signed a note of $5,000 obtained from the First National Bank of St. Bernard Parish for the Tonry Campaign.

2) On July 27, 1976 the respondent and Richard A. Tonry co-signed a loan of $5,000 obtained by Stephen Perez from the First National Bank of St. Bernard Parish for the Tonry Campaign.

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(D) That with respect to the special primary election of June 25, 1977 the respondent obtained a loan on January 28, 1977 of $25,000 from the First National Bank of St. Bernard Parish for the Tonry Campaign. This amount was later guaranteed by Richard A. Tonry, by R.G. Tonry, and by G.P.Tonry.

IV. Wherefore the respondent agrees further:

(A) That the loans mentioned in Section III, C and D, constituted a contribution in violation of 441a (1)(A), which limits to $1,000 any contribution to a political candidate made during an election period.

(B) To pay a civil penalty in the amount of $2,375.

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE: _____

_____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

_____

FOR THE RESPONDENT
J. Wayne Mumphrey

7 8 0 4 0 0 7 2 1 5 1

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
Bobby Wayne Eidson)

This matter having originated with a notorized complaint filed by Robert Livingston, an oppostition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Bobby Wayne Eidson and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the US House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participateed in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank in Jefferson Parish. This loan was transferred to Donald Zimmer for use in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of

7 8 0 4 0 0 7 2 1 5 2

441a (1) (A), which limits to $1,000 any contribution to a ~~political~~ candidate ~~made~~ during an election period.

(B) To pay a civil penalty of $1,750.

GENERAL CONDITIONS

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 1 5 3

DATE: _____

_____
FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

_____
FOR THE RESPONDENT

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A.Tonry and)
Donald S. Moffatt)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Donald S. Moffatt and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank in Jefferson Parish. This loan was transferred to Donald Zimmer for use in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of

7 8 0 4 0 0 7 2 1 5 4

441a (1) (A), which limits to $1,000 any contribution to a political candidate made during an election period.

(B) To pay a civil penalty of $1,750.

GENERAL CONDITIONS

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 1 5 5

DATE: _____

_____
FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

_____
FOR THE RESPONDENT

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
Lawrence J. Aiavalasiti)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Lawrence J. Aiavalasiti and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1

(B) That the candidate pariticpated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976 and the special primary election of June 25, 1977.

(C) That with respect to the run-off election of October 2, 1976, on September 16, 1976 the respondent co-signed for a loan, with Richard Tonry, of $15,000 from the Whitney National Bank for use in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of 441a (1) (A which limits to $1,000 any contribution to a political candidate by federal gov made during an election year.

(B) To pay a civil penalty of $1,675.

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GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

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DATE: _____

_____
FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

_____
FOR THE RESPONDENT
Lawrence J. Aiavalasiti

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
G.P. Tonry)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, G.P. Tonry and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 19, 1976 of $10,000 from the First National Bank of St. Bernard Parish. This loan was co-signed by the candidate Tonry. and used in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of 441a

7 8 0 4 0 0 7 2 1 5 8

(1) (A), which limits to $1,000 any contribution to a political candidate made during an election period.

(B) To pay a civil penalty of $1,000.

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 1 5 9

DATE: _____

_____
FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

_____
FOR THE RESPONDENT
G.P. Tonry

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Richard A. Tonry and)
Vincent C. Trentacosta)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Vincent C. Trentacosta and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 16, 1976 of $5,000 from the St. Bernard Bank and Trust for the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of 441a (1) (A), which limits to $1,000 any contribution to a political candidate for fed'l office

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made during an election period.

(B) To pay a civil penalty of $1,000.

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 1 6 1

DATE: _____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

FOR THE RESPONDENT
Vincent C. Trentacosta

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
Donald G. Tudury)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Vincent C. Trentacosta and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 16, 1976 of $5,000 from the First National Bank of St. Bernard Parish. This loan was co-signed by the candidate Tonry and used in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of 441a

7 8 0 4 0 0 7 2 1 6 2

(1) (A), which limits to $1,000 any contribution to a political candidate for federal office made during an election period.

(B) To pay a civil penalty of $ 375.

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 1 6 3

DATE: _____ _____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____ _____

FOR THE RESPONDENT
Donald G. Tudury

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
R.G.Tonry)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, R.G.Tonry and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 19, 1976 of $5,000 from the First National Bank of St. Bernard Parish. This loan was co-signed by the candidate Tonry, and used in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of 441a

7 8 0 4 0 0 7 2 1 6 4

(1) (A), which limits to $1,000 any contribution to a political candidate made during an election period.

(B) To pay a civil penalty of$375.

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 1 5 5

DATE: _____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

FOR THE RESPONDENT
R.G. Tonry.

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
Guy D'Antonio)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Guy D'Antonio and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2,1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 12, 1976 of $5,000 from the Peoples Bank of St. Bernard Parish. This loan for the Tonry Campaign was co-signed by the candidate Tonry.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of 441a

7 8 0 4 0 0 7 2 1 6 6

(1) (A), which limits to $1,000 any contribution to a political candidate made during an election period.

(B) To pay a civil penalty of $375.

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 1 6 7

DATE: _____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

FOR THE RESPONDENT
Guy D'Antonio

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
Stephen R. Perez)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Stephen R. Perez and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 27, 1976 of $5,000 from the First National Bank of St. Bernard Parish. This loan for the Tonry Campaign was co-signed by the candidate Tonry and J. Wayne Mumphrey.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of 441a

7 8 0 4 0 0 7 2 1 6 8

(1) (A), which limits to $1,000 any contribution to a ~~political~~ candidate made during an election period.

(B) To pay a civil penalty of $167.

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 1 6 9

DATE: _____

_____
FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

_____
FOR THE RESPONDENT
Stephen R. Perez

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
Donald Zimmer)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Donald Zimmer and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the general election of November 2, 1976:

1) On October 25, 1976 the respondent obtained an $8,000 loan from the First Progressive Bank in Jefferson Parish for the Tonry Campaign.

2) On October 25, 1976 the respondent received three $8,000 loans for the Tonry Campaign. These loans were obtained from the First Progressive Bank of Jefferson Parish by Donald S. Moffatt, Bobby Wayne Eidson, and Glenn Don Teel on October 25, 1976.

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IV. Wherefore the respondent agrees further:

(A) That the loan mentioned in III-C-1 constituted a contribution in violation of 441a (1) (A), which limits to $1,000 any contribution to a ~~political~~ candidate made ~~during~~ ~~an~~ election.

(B) That as set forth in III-C-2, the respondent knowingly accepted contributions which were in violation of 441a (1) (A). This constitutes a violation by the respondent of 441a (f).

GENERAL CONDITIONS:

(A) It is agreed that upon signing this conciliation agreement the Federal Election Commission shall be barred from taking further action against the respondent with respect to the specific matters set forht herein.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the smae.

DATE: _____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

FOR THE RESPONDENT
Donald Zimmer

7 8 0 4 0 0 7 2 1 7

AC02033

THE LAW OFFICE OF

John T. Keys, Jr.

2701 Houma Boulevard
Metairie, Louisiana 70002

John T. Keys, Jr.
Paul H. F. Baker

Notary Public
Telephone
(504) 455-1800

RECEIVED
FEDERAL ELECTION
COMMISSION
'77 NOV 14 AM 9:19

November 11, 1977

703318

Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

Attention: Mr. Andrew Athy, Jr.

Re: Your File No. MUR 337c (76)

Dear Mr. Athy:

This will confirm our conversation this date, wherein I advised you our office represented Mr. Bobby Wayne Eidson of Metairie, Louisiana, who has requested we respond to your letter of October 14, 1977, which incidently was only received in our office on the 12th of October.

At the time the campaign contribution in question was made, Mr. Eidson was not aware that Congress had seen fit, in it's infinite wisdom, to restrict the amount of political contributions and there was no intent on his part to violate any part of the provision of the Federal Election Act.

Also, Mr. Eidson co-operated fully with the Federal Authorities investigating this matter and this fact may be verified by contacting the office of Gerald Gallinghouse, U.S. Attorney for the Eastern District of Louisiana.

This office stands ready to, without any admission that a violation has occurred, to work with you in attempting to correct the situation by informal methods. We shall await your response.

Yours very truly,

JOHN T. KEYS, JR.

JTK/vtb
cc: Mr. Gerald Gallinghouse

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03

7804007 2173

Andy -

I still have a couple of questions
ay conte about loans -

as far as totals

Tony note to cover
loans in ? at
1st Natl Bk of St.
Bernard Parish (9% interest) $67,703.79
Whitney NatlBank 15,000.00
Gulf South. Bank 26,232.88

payments on loans paid by conte only

Murphey said all loans should be paid soon -
by Tony.

My work is not complete, will give
more complete info when get back.

See ya!

Sue Pascher

Due March 1, 1978 No.

St. Bernard Parish, La., August 11, 1977

202 Days after date, we, the signers, endorsers, guarantors, sureties and each of us, in solido, promise to pay to the order of FIRST NATIONAL BANK OF ST. BERNARD PARISH, at its office in St. Bernard Parish, Louisiana,

SIXTY SEVEN THOUSAND SEVEN HUNDRED THREE and 49/100 Dollars,

for value received, with interest thereon at the rate of 9.0 per cent per annum from date until paid.

This note is secured by pledge and delivery of the securities or property mentioned on the reverse hereof and any securities or property that may be substituted therefor or added thereto and any and all securities or property that now have been or may hereafter be pledged to or come into the possession of the First National Bank of St. Bernard Parish, or the holder or holders of this note, should the securities or property herein pledged DECLINE IN VALUE, or become impaired, the maker of the note hereto agrees, within twenty-four hours from receipt on him to that effect, to furnish and pledge additional securities or property satisfactory to the First National Bank of St. Bernard Parish, or the holder of this note, to cover such decline or impairment. And the failure or refusal of the maker to promptly furnish such additional securities or property, when so called for, shall at once, without demand, notice or [illegible] thereto, be a default, matured this note and pledge and every other liability or obligation, direct or contingent, due by the maker to the First National Bank of St. Bernard Parish, or the holder of this note.

Should this note or any installment thereof not BE PAID AT MATURITY, or when it BECOMES DUE by failure to furnish additional securities, as above provided for [illegible] or in [illegible] of the [illegible] and other debts [illegible] direct or contingent due or to become due [illegible] the First National Bank of St. Bernard Parish, or the holder [illegible] of St. Bernard Parish, or the said pledge [illegible] the First National Bank of St. Bernard Parish, or the holder [illegible] of St. Bernard Parish authorized THEREIN, the pledgee [illegible] to sell [illegible] to redeem or notice of the time [illegible] change, at the option of the First National Bank of St. Bernard Parish, or the holder [illegible] transfer any shares of stock, or other securities [illegible] proceeds of the sale of said securities or property shall be applied [illegible] ment of the note [illegible] their due [illegible] waived and [illegible] presentment [illegible] and notice of the payment and [illegible] or property prior to or on the payment date [illegible] transferred, at the First National Bank of St. Bernard Parish, [illegible] ish, or said holder, in pledge, on the [illegible] of the company [illegible] other obligation of the maker or makers [illegible] National Bank of St. Bernard Parish, [illegible] note.

At or after the maturity of the [illegible] property of any kind which may [illegible] National Bank of St. Bernard Parish, or the [illegible] applied at the direction of said First National Bank of St. Bernard Parish, or said [illegible] payment [illegible]

On the non-performance of the agreement, or upon the bankruptcy or any [illegible] of any party hereto, or upon the death, suspension, failure, or insolvency, or upon any application for the [illegible] or upon the commencement of dissolution proceedings, or proceedings for the appointment of a [illegible] or upon the application by or against any party hereto for a receiver, assignment, or receivership, or [illegible] or of any outstanding tax lien or levy, then and in any such case this note and all other obligations and liabilities, direct or contingent, of the parties hereto, and each of them, to said Bank, shall forthwith mature and become due and payable, without demand, notice, or putting in default, anything herein contained to the contrary notwithstanding.

Should this note, or any installment thereof, not be paid at maturity or when due or [illegible] as herein provided, or should it become necessary to employ an attorney to enforce the same or recover the amount hereof or any portion of same, or should this note be placed in the hands of an attorney for collection or compromise or for any other reason, the makers, endorsers, guarantors, sureties and each of them hereby agree to pay the fees of such attorney, which are hereby fixed at twenty five per cent on the amount then due on this note with interest and all costs and which attorney's fees are secured by this pledge.

The First National Bank of St. Bernard Parish, or any holder hereof may transfer this note and may deliver part consisting severally or any part thereof to the transferee or transferees, who shall thereupon become vested with all powers and rights herein given in respect thereto; and said First National Bank of St. Bernard Parish, or any holder making such transfer shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter.

No delay on the part of the First National Bank of St. Bernard Parish, or any holder hereof, in exercising any rights hereunder shall operate as a waiver of such rights.

The makers of this note and the endorsers, guarantors and sureties hereon hereby severally waive presentment for payment, demand, protest, and notice of protest and non-payment, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension or extensions and without previous consent, hereby binding themselves in solido, unconditionally and as original promisors, for the payment hereof, in principal, interest, costs and attorney's fees. All parties hereto further severally agree that this note evidences and sets forth their entire agreement with the First National Bank of St. Bernard Parish, or the holder hereof, that they hereby consent to all the terms and conditions hereof, and that no modification hereof shall be binding unless hereon endorsed in writing and signed by the parties.

[illegible] this note [illegible] liability or [illegible] them to and [illegible] in the hands of a [illegible] agency for [illegible] hereby fixed at ten percent (10%), with [illegible] 50.00, and secured by the pledge [illegible] shall be due thereon.

Richard A. Tonry

back

Secured by the pledge, assignment and delivery of that certain promissory note dated August 29, 1977, executed by J. Wayne and Victoria B. Mumphrey in amount of $75,000.00 payable on demand to the order of Bearer with interest at 10.00% per annum from date until paid. Paraphed for identification with an Act of Collateral Mortgage executed before Stephen R. Perez, Notary Public on August 29, 1977.

Richard A. Tonry

Proceeds used to pay:

Loan No. 10830	$9,723.25
Loan No. 10187	5,223.69
Loan No. 10185	4,924.56
Loan No. 10881	2,764.80
Loan No. 10190	5,171.06
Loan No. 10643	24,907.81
Loan No. 10641	10,005.88
Loan No. 10610	4,982.44
	$67,703.49

7804007217 5

Richard A. Tonry

Note: Talked Dec 5, 1977 w/ Mr. Mumphrey
He stated he had not taken out a note or
mortgaged any property for the Tonry note. SP 12-5-77

Federal Election Commission
(6/77)

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Statement of Immunity

SP
11-8-77

United States Department of Justice

UNITED STATES ATTORNEY
EASTERN DISTRICT OF LOUISIANA
NEW ORLEANS, LOUISIANA 70130

July 1, 1977

Honorable Charles Schwartz, Jr.
Judge, Eastern District of Louisiana

Re: U.S. versus Richard A. Tonry and John W. Mumphrey
Criminal Docket Number 77-260, Section "A"

Dear Judge Schwartz:

In compliance with the holding of Bryan v. United States, 492 F.2d 775, the government wishes to acknowledge the following agreement between the government and the defendants and their counsel.

The government has agreed that should the Court accept defendant Tonry's plea of guilty to Counts 1 through 4 of the Bill of Information, the government will request the Court to dismiss the Indictment as to defendants Tonry and Mumphrey at the time of sentencing. The government agrees that if defendant Tonry's plea of guilty is accepted, the defendants will not be charged with any other federal violations relating to defendant Tonry's Congressional campaign.

Defendant Tonry understands that other than the above-stated agreement, that he has not been promised anything with regard to sentencing.

Cornelius R. Heusel
First Assistant U. S. Attorney

John R. Martzell
Counsel for Defendant Tonry

Daniel A. Bent
Assistant U. S. Attorney
Chief, Criminal Division

Richard A. Tonry - Defendant

Edward H. Baldwin
Counsel for Defendant Mumphrey

John W. Mumphrey - Defendant

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Notes re Tony personal accounts and Delta Concepts

1) Tony's personal accounts - I asked Mr. Guy D'Antonio and Mr. Jackson Thompson to give Mr. Richard A. Tony the opportunity to submit a written note and use his to sign it. I then wrote a note to Mr. Tony's personal records (or specific purpose) [illegible] as his candidate [illegible] to insure that no other expenditures were made. At that time in Darien and Mr. Murphy informed me of a statement of immunity that was given to Mr. Tony's [illegible]. Tony's lawyer stated: "The government agrees that Mr. Tony's testimony and his acceptance of immunity will not interfere with any other criminal matters pending against Mr. Tony's congressional campaign." [illegible] immunity [illegible] Mr. Tony's personal records.

2) Delta Concepts - I requested the records of Delta Concepts including the records relating to expenditures made in the election [illegible] Board of Delta Concepts [illegible]: The 77 cents used [illegible] agency [illegible] '77 [illegible] Board Chairman Mr. McFaucher [illegible] '77 [illegible] primary in May, and [illegible] the 15% [illegible] agency managed his own [illegible] Delta Concepts.

Mr. Thompson said [illegible] Mr. Tony's lawyer [illegible] records.

[illegible] Dec 5, 1977, Mr. Murphy [illegible] Mr. Tony.

I asked who [illegible] the corporate charter [illegible] Mr. Tony was the only [illegible] and Mr. Tony [illegible]

Mr. Murphy [illegible] that Delta Concepts [illegible] Tony's [illegible].

GPO 912-640

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Richard A. Tonry and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That the respondent Richard A. Tonry ran for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the Rick Tonry Campaign Committee was the principal campaign committee for the respondent during his candidacy for House in Louisiana in 1976, and that the Tonry for Congress Campaign Committee was his principal campaign committee in 1977.

(C) That the respondent participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special election of June 25, 1977.

(D) That with respect to the primary election of August 14, 1976 the respondent received the following:

7 8 0 4 0 0 7 2 1 7 8

1) On July 12, 1976, $5,000 for his campaign from a loan ~~secured~~ obtain by Guy D'Antonio II, and co-signed by the respondent, from the Peoples Bank of St. Bernard Parish.

2) On July 16, 1976, $5,000 for his campaign from a loan ~~secured~~ obtain by V.C. Trentacosta from the St. Bernard Bank and Trust.

3) On July 16, 1976, $5,000 for his campaign ~~from~~ on a note obtained by Donald Tudury, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

4) On July 19, 1976, $5,000 for his campaign from a note obtained by J. Wayne Mumphrey, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

5) On July 19, 1976, $10,000 for his camgaign from a loan ~~secured~~ obtain by G.P. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

6) On July 19, 1976,$5,000 for his campaign from a note obtained by R.G. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

7) On July 27, 1976, $5,000 for his campaign from a loan secured by Stephen Perez, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

(E) That with respect to the run-off election of October 2, 1976 the respondent received on September 16, 1976, $15,000 for his campaign from a loan secured by L.J. Aiavalasiti from the Whitney National Bank.

(F) That with respect to the general election of November 2, 1976, the respondent received the following:

1) Through the person of Donald Zimmer, four $8,000 loans secured from the First Progressive Bank in Jefferson Parish on October 25, 1976. The four parties involved were: Donald Zimmer, Donald S. Moffatt, Bobby

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Wayne Eidson and Glenn Don Teel.

2) On October 29, 1976, $25,000 for his campaign from a loan co-signed by Robert Berthelot from the Gulf South Bank.

(G) That with respect to the special primary election of June 25, 1977, the respondent received on January 28, 1977, $25,000 for his campaign from a loan secured by J. Wayne Mumphrey from the First National Bank of St. Bernard Parish. This loan was later guaranteed by G.P. Tonry, by Richard Tonry, and by R.G. Tonry.

(H) That on July 1, 1977 the respondent answered a plea of guilty to the Department of Justice's 4 Count Bill of Information pertaing to tonry's campaign activities.

IV. Wherefore, the respondent agrees further:

That as set forth above (D-G), the respondent knowingly accepted contributions which were in violation of 2 U.S.C. 441 (a) (1) (A). This constitutes a violation by the respondent of 2 U.S.C. 441a (f).

GENERAL CONDITIONS:

(A) It is agreed that upon signing this conciliation agreement the Federal Election Commission shall be barred from taking further action against the respondent with respect to the specific matters set forth herein.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

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DATE:_____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE:_____

FOR THE RESPONDENT
Richard A. Tonry

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA
JUL 1 9 49 AM '77
HELEN WILKES
CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

* * *

UNITED STATES OF AMERICA	*	CRIMINAL ACTION NO. 77-260
versus	*	SECTION: "A"
RICHARD A. TONRY	*	VIOLATIONS: 2 USC 431 - 441j, 441a(a)(1)(A), 441a(f), 441g, 441j(a); 18 USC 2, 371 & 600

* * *

BILL OF INFORMATION FOR CONSPIRACY TO VIOLATE FEDERAL ELECTION CAMPAIGN ACT; VIOLATION OF THE FEDERAL ELECTION CAMPAIGN ACT; AND PROMISING SPECIAL BENEFITS IN RETURN FOR POLITICAL ACTIVITY

* * *

The United States Attorney charges that:

COUNT 1

On or about October 25, 1976, in the Eastern District of Louisiana, the defendant Richard A. Tonry and others, not named herein, did willfully and knowingly agree and conspire with each other to commit criminal offenses against the United States, to wit:

To knowingly and willfully cause contributions of cash and contributions in excess of $1,000 to be made by individuals to Richard A. Tonry, who was then a candidate for the position of Member of the House of Representatives of the United States of America and was the Democratic nominee for that position in the First Congressional District for the State of Louisiana, in the general election which was to be held on November 2, 1976; in violation of Title 2, United States Code, Section 441a(a)(1)(A), Section 441g, and Section 441j(a).

OVERT ACTS

In furtherance of the conspiracy and to effectuate the objects thereof, the defendant and others committed the following overt acts:

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CHARGE
INDEX
ORDER
HEARING
DOCUMENT NO.

1. On October 25, 1976, Donald J. Zimmer, Richard A. Tonry, and Ronald S. Tardo met with John T. Keys, Jr., Donald S. Moffatt, Bobby Wayne Eidson and Glenn Don Teel at the office of John T. Keys, Jr., for the purpose of raising $50,000 for the campaign of Richard A. Tonry.

2. On October 25, 1976, Donald J. Zimmer, Donald S. Moffatt, Bobby Wayne Eidson and Glenn Don Teel met at the First Progressive Bank in Jefferson Parish and borrowed $8,000 each, the proceeds of which were disbursed by check to each.

3. On October 25, 1976, Donald S. Moffatt, Bobby Wayne Eidson and Glenn Don Teel endorsed the checks and gave them to Donald J. Zimmer who cashed these checks and cashed an $8,000 check made out to himself.

All in violation of Title 18, United States Code, Section 371.

* * *

COUNT 2

Accepting Political Contribution in Violation of Federal Election Campaign Act

On or about July 29, 1976, in the Eastern District of Louisiana, defendant Richard A. Tonry, who was then a candidate for the federal office of Representative in the Congress of the United States for the First Congressional District of Louisiana, who did knowingly, willfully and unlawfully accept from Robert C. Berthelot an illegal political contribution in a sum substantially in excess of $1,000, to and for the benefit of defendant Tonry, as a candidate for that federal office; in violation of the Federal Election Campaign Act (2 U.S. Code, Sections 431 - 441j), particularly 2 U.S. Code, Sections 441a(f) and 441j(a), and 18 U.S. Code, Section 2.

* * *

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* * *

COUNT 3

Promise of Benefits for Political Contributions

On or about October 25, 1976, in the Eastern District of Louisiana, defendant Richard A. Tonry, who was then a candidate for the federal office of Representative in the Congress of the United States for the First Congressional District of Louisiana in the general election to be held on November 2, 1976, did knowingly, willfully and unlawfully, directly, and indirectly through Donald J. Zimmer, promise to John T. Keys, Jr., special consideration in obtaining employment, compensation, contract, appointment and other benefits, as an attorney for federal agencies, provided for or made possible in whole or in part by an act of Congress, in the event of Tonry's election to that federal office, as consideration, favor or reward for Keys' political activity and support in the form of a campaign contribution of approximately $8,000 to be made by Keys to him as a candidate for that federal office; in violation of 18 U.S. Code, Section 600 and Section 2.

* * *

COUNT 4

Promise of Benefits for Political Contributions

On or about October 25, 1976, in the Eastern District of Louisiana, defendant Richard A. Tonry, who was then a candidate for the federal office of Representative in the Congress of the United States for the First Congressional District of Louisiana in the general election to be held on November 2, 1976, did knowingly, willfully and unlawfully, directly, and indirectly through Donald J. Zimmer, promise to Glenn Donald Teel, special consideration in obtaining employment, compensation, contract, appointment and other benefits, provided for or made possible in whole or in part by an act of Congress, in the event of Tonry's

Form No. 100 A
CRIMINAL DOCKET

8 0647 0260

TITLE OF CASE	ATTORNEYS
THE UNITED STATES vs. RICHARD A. TONRY (Cts 1,2,3,4,5,6,7.8,9,10) JOHN W. MUMPHREY (Cts 1,2,3,4,5,6,7,8,9,10,11)	For U.S.: Cornelius Heusel, IRVING J. WASHAUER, AU 500 Camp Street Hale Boggs Bldg. New Orleans, La. 70130 Daniel Bent
INDICTMENT FOR (1) A CONSPIRACY TO OBSTRUCT JUSTICE: AND TEN SUBSTANTIVE VIOLATIONS:(2), (3) and (4), PROMISING BENEFITS FOR POLITICAL CONTRIBUTIONS:(5), (6), (7),(8) AND (9), VIOLATIONS OF FEDERAL ELECTION CAMPAIGN ACT:(10) OBSTRUCTION OF JUSTICE: AND, (11) FALSE DECLARATIONS BEFORE GRAND JURY. VIOLATIONS: 18 USC 371, 600, 1503, 1623 and 2 COUNTS-11 2 USC 441 a(f) and 441j(a)	For Defendant: Irvin Dymond (Tonry) 1220 First NBC Bldg. N.O. 7011 Phone: 581-7700 Edward M. Baldwin (Mumphrey) 1440 Canal St. uite 1919 N.O. 70112 Ph: 586-9500

ABSTRACT OF COSTS	AMOUNT	CASH RECEIVED AND DISBURSED			
		DATE	NAME	RECEIVED	DISBURSED
Fine, Clerk, Marshal, Attorney, Commissioner's Court,	[illegible]	[illegible]	John R. Hartzell & Robert [illegible] 338 Lafayette Street New Orleans, La. 70130 Phone: 581-9065 FOR: TONRY enrolled 5-31-77		

Crim. 77-260

FRIDAY, JULY 1, 1977 9:00 AM

RE-ARRAIGNMENT as to Tonry

Defendant is present and with counsel.

Government submits a Bill of Information of 4 Counts, the Court permits filing of same.

Defendant Tonry enters a plea of GUILTY as to the 4 Count Bill of Information.

Defendant is sworn to tell the truth, Court reads the Bill of Information and examines

Government advises the Court as to plea-bargaining. (See attached)

Government submits a Note of Evidence as stipulation by all parties. (See attached)

The Court states that based upon all testimony taken in connection with the motion to suppress the tapes; and carefully noting testimony of all witnesses who appeared in connection with the motion to suppress the tape and based on all such evidence including the Note of Evidence filed in Court this Morning, and considering further the defendant Tonry's reply in connection to the Note of Evidence, that there is a factual basis for making a determination that the defendant is guilty and accepts his plea of GUILTY and therefore adjudges the defendant guilty.

The Court ORDERS a Pre-Sentence Investigation.

Defendant is released on his present bond.

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ORDER
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election to that federal office, as consideration, favor, or reward for Teel's political activity and support in the form of a campaign contribution of approximately $8,000 to be made by Teel to him as a candidate for that federal office; in violation of 18 U.S. Code, Section 600 and Section 2.

* * *

Gerald J. Gallinghouse
United States Attorney

Cornelius R. Heusel
First Assistant U. S. Attorney

Daniel A. Bent
Assistant United States Attorney
Chief, Criminal Division

Irving J. Warshauer
Assistant United States Attorney

New Orleans, Louisiana

July 1, 1977

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Richard A. Tonry and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That the respondent Richard A. Tonry ran for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the Rick Tonry Campaign Committee was the principal campaign committee for the respondent during his candidacy for House in Louisiana in 1976, and that the Tonry for Congress Campaign Committee was his principal campaign committee in 1977.

(C) That the respondent participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special election of June 25, 1977.

(D) That with respect to the primary election of August 14, 1976 the respondent received the following:

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1) On July 12, 1976, $5,000 for his campaign from a loan secured by Guy D'Antonio II, and co-signed by the respondent, from the Peoples Bank of St. Bernard Parish.

2) On July 16, 1976, $5,000 for his campaign from a loan secured by V.C. Trentacosta from the St. Bernard Bank and Trust.

3) On July 16, 1976, $5,000 for his campaign from a note obtained by Donald Tudury, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

4) On July 19, 1976, $5,000 for his campaign from a note obtained by J. Wayne Mumphrey, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

5) On July 19, 1976, $10,000 for his campaign from a loan secured by G.P. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

6) On July 19, 1976,$5,000 for his campaign from a note obtained by R.G. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

7) On July 27, 1976, $5,000 for his campaign from a loan secured by Stephen Perez, and co-signed by the respondent, from the First National Bank of St. Bernard Parish.

(E) That with respect to the run-off election of October 2, 1976 the respondent received on September 16, 1976, $15,000 for his campaign from a loan secured by L.J. Aiavalasiti from the Whitney National Bank.

(F) That with respect to the general election of November 2, 1976, the respondent received the following:

1) Through the person of Donald Zimmer, four $8,000 loans secured from the First Progressive Bank in Jefferson Parish on October 25, 1976. The four parties involved were: Donald Zimmer, Donald S. Moffatt, Bobby

7 8 0 4 0 0 7 2 1 8 7

Wayne Eidson and Glenn Don Teel.

2) On October 29, 1976, $25,000 for his campaign from a loan co-signed by Robert Berthelot from the Gulf South Bank.

(G) That with respect to the special primary election of June 25, 1977, the respondent received on January 28, 1977, $25,000 for his campaign from a loan secured by J. Wayne Mumphrey from the First National Bank of St. Bernard Parish. This loan was later guaranteed by G.P. Tonry, by respondent Richard Tonry, and by R.G.Tonry.

(H) That in consideration of the fact that respondent on July 1, 1977 entered a guilty plea to a four count Bill of information, filed by the Department of Justice, involving certain of the matters set forth herein, the Federal Election Commission has waived the imposition of a fine for the violation.

IV. Wherefore, the respondent agrees further:

That as set forth above, in Section III, subsections D through G, the respondent knowingly accepted contributions which were in violation of 2 U.S.C. 441a (1) (A). This constitutes a violation by the respondent of 2 U.S.C. 441a (f).

GENERAL CONDITIONS:

(A) It is agreed that upon signing this conciliation agreement the Federal Election Commission shall be barred from taking further action against the respondent with respect to the specific matters set forth herein.

(B) It is mutually agreed that his agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

DATE: _____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker

FOR THE RESPONDENT Richard A. Tonry

7 3 0 4 0 0 7 2 1 8 8

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
J. Wayne Mumphrey)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, J. Wayne Mumphrey and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the primary election of August 2, 1976:

1) On July 19, 1976 the respondent co-signed a note of $5,000 obtained from the First National Bank of St. Bernard Parish for the Tonry Campaign.

2) On July 27, 1976 the respondent and Richard A. Tonry co-signed a loan of $5,000 obtained by Stephen Perez from the First National Bank of St. Bernard Parish for the Tonry Campaign.

7 8 0 4 0 0 7 2 1 8 9

(D) That with respect to the special primary election of June 25, 1977 the respondent obtained a loan on January 28, 1977 of $25,000 from the First National Bank of St. Bernard Parish for the Tonry Campaign. This amount was later guaranteed by Richard A. Tonry, by R.G. Tonry, and by G.P.Tonry.

IV. Wherefore the respondent agrees further:

(A) That the loans mentioned in Section III, C and D, constituted a contribution in violation of 441a (1)(A), which limits to $1,000 any contribution to a political candidate made during an election period.

(B) To pay a civil penalty in the amount of $2,375.

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE: _____

_____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

_____

FOR THE RESPONDENT
J. Wayne Mumphrey

7 8 0 4 0 0 7 2 1 9 0

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
Bobby Wayne Eidson)

This matter having originated with a notorized complaint filed by Robert Livingston, an oppostition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Bobby Wayne Eidson and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the US House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participateed in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank in Jefferson Parish. This loan was transferred to Donald Zimmer for use in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of

7 8 0 4 0 0 7 2 1 9 1

441a (1) (A), which limits to $1,000 any contribution to a ~~political~~ candidate ~~made~~ during an election period.

(B) To pay a civil penalty of $1,750.

GENERAL CONDITIONS

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 1 9 2

DATE: _____

_____
FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

_____
FOR THE RESPONDENT

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A.Tonry and)
Donald S. Moffatt)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Donald S. Moffatt and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank in Jefferson Parish. This loan was transferred to Donald Zimmer for use in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of

7 8 0 4 0 0 7 2 1 9 3

441a (1) (A), which limits to $1,000 any contribution to a political candidate made during an election period.

(B) To pay a civil penalty of $1,750.

GENERAL CONDITIONS

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

DATE: _____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

FOR THE RESPONDENT

7 8 0 4 0 0 7 2 1 9 4

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
Glenn Don Teel)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, and investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Glenn Don Teel and the Federal Eledtion Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the general election of November 2, 1976, the respondent obtained a loan on October 25, 1976 of $8,000 from the First Progressive Bank in Jefferson Parish. This loan was transferred to Donald Zimmer for use in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of

7 8 0 4 0 0 7 2 1 9 5

441a (1) (A), which limits to $1,000 any contribution to a ~~political~~ candidate made during an election period.

(B) To pay a civil penalty of $1,750.

GENERAL CONDITIONS

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 1 9 6

DATE: _____

_____
FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

_____
FOR THE RESPONDENT

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
Lawrence J. Aiavalasiti)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Lawrence J. Aiavalasiti and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 19

(B) That the candidate pariticpated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976 and the special primary election of June 25, 1977.

(C) That with respect to the run-off election of October 2, 1976, on September 16, 1976 the respondent co-signed, with Richard Tonry, a loan of $15,000 from the Whitney National Bank for use in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of 441a (1) (A) which limits to $1,000 any contribution to a political candidate made during an election year.

(B) To pay a civil penalty of $1,675.

7 8 0 4 0 0 7 2 1 9 7

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 1 9 8

DATE: _____

_____
FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

_____
FOR THE RESPONDENT
Lawrence J. Aiavalasiti

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
G.P. Tonry)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, G.P. Tonry and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 19, 1976 of $10,000 from the First National Bank of St. Bernard Parish. This loan was co-signed by the candidate Tonry. and used in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of 441a

7 8 0 4 0 0 7 2 1 9 9

(1) (A), which limits to $1,000 any contribution to a political candidate made during an election period.

(B) To pay a civil penalty of $1,000.

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shll have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 2 0 0

DATE: _____

_____
FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

_____
FOR THE RESPONDENT
G.P. Tonry

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Richard A. Tonry and)
Vincent C. Trentacosta)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Vincent C. Trentacosta and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 16, 1976 of $5,000 from the St. Bernard Bank and Trust for the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of 441a (1) (A), which limits to $1,000 any contribution to a political candidate

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made during an election period.

(B) To pay a civil penalty of $1,000.

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 2 0 2

DATE: _____

_____
FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

_____
FOR THE RESPONDENT
Vincent C. Trentacosta

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
Donald G. Tudury)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Vincent C. Trentacosta and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 16, 1976 of $5,000 from the First National Bank of St. Bernard Parish. This loan was co-signed by the candidate Tonry and used in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of 441a

7 8 0 4 0 0 7 2 2 0 3

(1) (A), which limits to $1,000 any contribution to a political candidate for federal office made during an election period.

(B) To pay a civil penalty of $ 375.

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 2 0 4

DATE: _____ _____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____ _____

FOR THE RESPONDENT
Donald G. Tudury

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
R.G.Tonry)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, R.G.Tonry and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 19, 1976 of $5,000 from the First National Bank of St. Bernard Parish. This loan was co-signed by the candidate Tonry, and used in the Tonry Campaign.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of 441a

7 8 0 4 0 0 7 2 2 0 5

(1) (A), which limits to $1,000 any contribution to a political candidate for federal office made during an election period.

(B) To pay a civil penalty of$375.

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 3 0 4 0 0 7 2 2 0 6

DATE: _____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

FOR THE RESPONDENT
R.G. Tonry.

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry and)
Guy D'Antonio)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Guy D'Antonio and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That Richard A. Tonry was a candidate for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the candidate participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2,1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(C) That with respect to the primary election of August 14, 1976, the respondent obtained a loan on July 12, 1976 of $5,000 from the Peoples Bank of St. Bernard Parish. This loan for the Tonry Campaign was co-signed by the candidate Tonry.

IV. Wherefore the respondent agrees further:

(A) That this loan constituted a contribution in violation of 441a

7 8 0 4 0 0 7 2 2 0 7

(1) (A), which limits to $1,000 any contribution to a political candidate made during an election period.

(B) To pay a civil penalty of $375.

GENERAL CONDITIONS:

(A) 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.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

(C) It is agreed that respondent shall have no more than 30 days from the date this agreement becomes effective to comply with the requirements of this agreement.

(D) It is agreed that upon compliance with this agreement the Commission shall be barred from taking any further action against the respondent with respect to the specific matters set forth herein.

7 8 0 4 0 0 7 2 2 0 8

DATE: _____

FOR THE FEDERAL ELECTION COMMISSION
William C. Oldaker
General Counsel

DATE: _____

FOR THE RESPONDENT
Guy D'Antonio

1/ 25% instead of 10%

2/ Problem with Edison, Hoffatt, & Dan Teel

7804007220 9

Conciliaton Chart

Respondent	factual admissions	legal admissions	proposed penalties	comment
Richard A. Tonry	a)received for campaign $5,000, the proceeds of a loan of 7/16/76 secured by V.C.Trentacosta from the St Bernard Bank and Trust	~~a)441a(a)1)(a)~~ a)441a(f)	none	* not prosecuted by justice
	b) received for the campaign$5000 obtained by Donald Tudry on a note dated July 16,L976 and cosigned by Tonry from the First National Bank ofSt Bernard Parish	~~b)441a(a)(1)(a)~~ b)441a(f)	"	* " " "
	c) received for the campaign$5000 obtained byJ.Wayne Mumphrey on a note dated July 19,976 and cosigned by Tonry from the First National Bank of St.Bernard	~~c)441a(a)(1)(a)~~ c)441a(f)	"	* " "
	D)received $10,000 for the campaign which was the proceedsof aloan obtained by G.P.Tonry.It was co-signed by candidate Tonry and was from the First National Bank of St. Bernard Parish	~~d)441a(a)(1)(a)~~ d)441a(f)	"	* " "
	e)received for the campaign $5000 obtained by G.Tonry on a note co signed by Tonry from the First National Bank of Saint Bernardd on July 19,1976	~~e)441a(a)(1)(a)~~ e)441a(f)	"	* " ... "
	f)received for the campaign $5000 from a loan obtained byGuyD'Antonio from the Peoples Bank of Saint Bernard on July 12,1976 which note was signed by the candidate	~~f)441a(a)(1)(a)~~ f)441a(f)	"	* " "
	g) obtained $ 5,000 for the campaign from a loan obtained by Stephen Perez From the First National Bank ofSt.Bernard Tonry cosined this note which was taken out on July 27,1976	g)441a(f)		*these loans were all ported by theTonry C mitee and present evi dence shows that the individuals have not repaid the loans .This somewhat consistent with their contentionthta th extented nothing of v

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Conciliation Chart

Respondent	factual admissions	legal admissions	Proposed penalties	comment
Richard A Tonry	Received for the campagn $25,000 the proceeds of a loan obtained by J.Wayne Mumphrey from theFirst Natinal Bank of StBernardXXX

Conciliation Chart

Respondent	factual admissions	legal admissions	penalties	comment
Donald Zimmer 3229 Napoleon Ave New Orleans	A) Obtained for the Tonry campaign an $8000 laon from the the First Progressive Bank in Jefferson Parish on October 25,1976 and on the same day received for the Tonry campaign $8000 each from Donald S, Moffatt ,Bobby Wayne Eidson and Glenn Don Teel who borrowed this amount from the ~~xxxxxxxx~~ bank on the same date B)	A) 441a(a)(1)(A) B) ~~$X~~ 441a(f)	none	Respondent plead guilty to charges relative to this matter and served months
Donald sMoffatt 5024 Bissonet Dr New Orleans,La	Obtained an $8,000 loan from the First Progressive Bank in Jefferson Parish and transfered the proceeds to Donald Zimmer for use in the Tonry Campaign,all on Oct 25,1976	441a(a)(1)(A)	$700	10% of the excess
BobbyWayneEidson 4605 Lake Ave Metarie La,	" "	"	"	" "
Glenn Don Teel 901 Zinnia Street New Orleans	" "	"	"	" "
~~XXXXXX~~ Laurence J.Aiavalsiti 5631 Vermillion Blvd. New Orleans, La.	co-signed a ~~$~~ $15,000 loan with candidate Richard Tonry for the Tonry Campaign on Sept from the Whiney National Bank on September 16,1976	441a(a)(1)(A)		10% of the excess

7 8 0 4 0 0 7 2 2 1 2

Conciliaton Chart

Respondent	factual admissions	legal admissions	proposed penalties	comment
J.Wayne Mumphrey(con't)	B) obtained a$25,000 loan from the First National Bank of St.Bernard onJan. 28,1977 for the campaign of Richard Tonry ,a note which was guaranteed bt the candidate R.G.Tonry and G.P.Tonry	b)441a(a)(1)(a)	none	see previous comm
	co signed on a $5000 loan obtained by Stephen Perez from the First National Bank of St.Bernard. a note that the candidate also cosigned	c) 441a(a)(1)(A)	none	see prior comments
Vincent C. Trentacosta 34 Cordyn Court A[illegible]i,La.	obtained a$5000 loan on7/16/76 for the Tonry Campaign from the St. Bernard Bank and Trust	441a(a)(1)(A)	$400	10% of the $4000 excess 18%
Donald G. Tudury 2801 N.Roberston St New Orleans,La.	obtained for the campaign on the cosignature of the candidate a $5000 loan from the First National Bank of St.Bernard Parrish	441a(a)(1)(A)	$150	following 431(e)(5)(Tudry is responsible for$2500 and the pro penalty is 10% of the excess ,L
G.P.Tonry 4745 River Road Jefferson Parish Loisiana	obtained on the cosignature of the Candidate a $10,000 loan for the Tonry campaign from the First National Bank of St. Bernard Parish onJuly19,1976	441a(A)(1)(A)	$400	""
R.G.Tonry 4745 River Road J[illegible]erson Parish Louisiana	obtained a $5000 loan on the cosignature of Candidate Tonry on July 19 1976 from the First National Bank of Saint Bernard for the Tonry campaign	441(a)(1)(A)	$150	" "
GuyD'Antonio 9061 W.Judge Per[illegible]ez Drive Chalmette LA.	obtained a $5000 loan on the cosignature of the candidate from the peoples Bank ofSt Bernard which proceeds were for the Tonry Campaign on7/12/76	441a(a)(1)(A)	$150	" "
Stephen R.Perez 9061W.JudgePerezDr. Chalmette, Louisiana	obtained $5000 for the campaign by a loan cosigned by Tonry and Mumphrey from the First National Bank ofSt. Bernard onJuly 27,176	441a(a)(1)(A)	$100	Perez according to 431(e)5)(G)(ii) is $660 in excess and $100 is a minimum

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	Amounts Involved	Violations	Other Information	Current Status
Stephen R. Perez	$5,000 loan from St. Bernard Bank & Trust 7/21/76	§441a(a)(1)(A)		ICTB
J. Wayne Mumphrey 1/28/77	a) $5,000 loan to St. Bernard 7/16/76 b) $25,000 loan to St. B Parish Bank guar'd by G.P. Tonry, R.G. Tonry & Richard Tonry c) endorsed Perez loan	a) §441a(a)(1)(A) b) " c) "	also signed $15,000 loan by Riavaldsiti & Tonry 9/16/76	ICTB - 5,000 ITB - 25,000
Donald G. Tudury	$5,000 loan to St. B. 7/16/76	§441a(a)(1)(A)		ICTB
R.G. Tonry	a) $5000 to St. B. 7/19/76 b) guar'd $25,000 loan from Mumphrey	a) §441a(a)(1)(A) b) "		ICTB
G.P. Tonry	a) $10,000 to St. B. 7/19/76 b) guar'd $25,000 loan from Mumphrey	a) §441a(a)(1)(A) b) "		ICTB
Guy D'Antonio II	$5000 to St. B 7/12/76	§441a(a)(1)(A)		ICTB

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	Amount Involved	Violation	Other Info	
Charles Trentacosta	$5,000 loan to St. Bernard 7/16/76	§ 441a(a)(1)(A)		ICTB
L.J. Aiavalasiti	$15,000 loan ~~endorsed~~ co-signed w/ Tonry from Whitney Nat'l Bank of New Orleans 9/16/76	§ 441a(a)(1)(A) in amount of $7500 (see § 431(e)(5)(G)(ii))		ICTB-
Robert Berthelot	a) $20,000 - 1st Nat'l Bank of St. Bernard: refunded 10/28/76 b) $25,000 - Gulf South Bank 10/29/76 ← signed by Tonry, co-signed to R.B.	a) b) § 441a(a)(1)(A) - in amount of $12,500 (see § 431(e)(5)(G)(ii))		ICTB - $5,000
Donald Zimmer	a) $8,000 - 1st Progressive Bank b) receipt of $8000 loans by Teel, Moffat and Eidsen	a) § 441a(a)(1)(A) b) § 441a(f)	pled guilty for concealing info re: $8000 loans from Grand Jury. Received 4 month sentence.	ICTB
Don Teel glenn ~~for Repworth Acc. McCain, La.~~	$8000 from First Progressive Bank - gave it to Zimmer ~10/25/76	§ 441a(a)(1)(A)	mentioned in U.S. Atty indictment; no plea	ICTB
Donald Moffatt	$8000 from First Progressive Bank & gave it to Zimmer	§ 441a(a)(1)(A)	mentioned in U.S. Atty indictment; no plea.	ICTB

Bobby Wayne Eidsen	$8000- from First Progressive Bank: turned it over to Zimmer	§441a(a)(1)(A) (LCTB that did not receive letter - Was reminded 11/3)	
Tonry	a) received $5000- loans in excess of $1000- b) received $10,000 from G.P. Tonry	a) §441a(f) (LTB) b) §441a(f) (?)	
	c) co-signed with Berthelot for $25,000- d) conspired w/ Moffat et al. for $8000- loans e) $25,000 from Murphrey f) co-signed w/ Aiavalasiti on $15,000 loan g) endorsed loans from Perez, Murphrey, Tudury, R.G. Tonry, G.P. Tonry & D'Antonio	c) §441a(f) (LCTB) d) §441a(f) (LCTB) e) §441a(f) (LTB) f) §441a(f) (LTB)	c) guilty plea to violation of §441a(f) d) guilty plea to conspiracy to violate §441a(a)(1)(A) Sentenced to 2 consecutive 6 mo. sentences (The indictment covered the 25,000 Berthelot loan and the monies received from Eidsen, Dartech, Moffatt, & Zimmer).

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ANALYSIS OF RICK TONRY CAMPAIGN COMMITTEE REPORTS
7/16/76 - 1/26/77

DATE	CONTRIBUTIONS TO COMMITTEE BY TONRY	LOANS TO COMMITTEE BY TONRY	NOTES
7/9/76	$ 5,000.		
7/19/76		$ 5,000.	1st Nat. Bk. of St. Bernard
7/29/76	18,000.		
8/9/76	3,600.		
8/10/76	5,000.		
9/14/76		25,000.	1st Nat. Bk. of St. Bernard
9/16/76		15,000.	Whitney Nat. Bk. of New Orleans
9/76	10,000.		
10/1/76	9,000.		
10/28/76		*20,000.	1st Nat. Bk. of St. Bernard- This loan was kept one day. Refunded as unacceptable, made by Robert C. Berthelot and co-signed by the Candidate.
10/29/76		25,000.	Gulf South Bank. Made to the Candidate, and co-signed by Robert C. Berthelot.
10/31/76	600.		
11/1/76	1,700.		
TOTALS	$ 52,900.	$ 70,000.	

** Not included in total since it was repaid one day later.

Tonry's personal contribution = 54% total receipts

Tonry's person cont + cont from ind who rec'd his fin = 62%

In addition to the loans and contributions made by Tonry and other individuals,

A review of the Rick Tonry Campaign Committee's records revealed the following irregularities:

1) Emanuel Burke was paid $1000 on 7/30/76 and $1000 on 7/31/76 for "canvassing, yard sign erection, and campaigning".

2) Several unusual contributions from individuals including:

a) Edith Stein who contributed $1000; no information is provided in the report on Ms. Stein such as address, occupation.

b) Mr. and Mrs. Lester Targuis, a welder and his wife, who contributed $4,000. to Tonry during the primary, runoff, and general election.

3) $5000 given by 5 individuals who work at the Corporate Development Group. After the primary, one of the 5 individuals gave another $1000 contribution. On that same day, 9/27/76, a contribution of $1000 was given by Corporate Mall - Partnership which has the same address as Corporate Development Group. It should be determined what individuals constitute the Corporate Mall - Partnership contribution.

4) During the period 7/16/76 thru 1/26/77, the Tonry Committee reported only one rental payment in the amount of $175. This seems unusually low.

Tonry's personal + excessive loans = 69%

LOANS TO THE TONRY COMMITTEE BY PRIVATE INDIVIDUALS

DATE	NAME	AMOUNT	NOTES
7/16/76	J. Wayne Mumphrey	$ 5,000.	Partner of Tonry - Loan from 1st Nat. Bk. of St. Bernard
7/16/76	Donald G. Tudury	5,000.	Iron Worker - Loan from 1st Nat. Bk. of St. Bernard
7/19/76	G. Patrick Tonry	5,000. 10,000	Exec. Off. - Bakers Service, Inc. candidate's brother Loan From 1st Nat. Bk. of St. Bernard
7/19/76	R. Gordon Tonry	5,000.	Exec. Off. - Bakers Service, Inc. candidate's brother Loan from 1st Nat. Bk. of St. Bernard
7/16/76	Charles Trentecosta	5,000.	Caterer - Loan from St. Bernard Bank & Trust Co.
7/21/76	Stephen R. Perez	5,000.	Attorney at Tonry's law firm - Loan from 1st Nat. Bk. of St. Bernard
7/12/76	Guy J. D'Antonio, II	5,000.	Partner of Tonry - Treas. of Tonry Comm. Loan from Peoples Bank of St. Bernard

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 337
)
Richard A. Tonry)

This matter having originated with a notorized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry, an investigation having been conducted and the Commission having found reasonable cause to believe a violation of the Act has occured.

Now therefore respondent, Richard A. Tonry and the Federal Election Commission having duly entered into conciliation do hereby agree as follows:

I. That the Federal Election Commission has jurisdiction over the respondent and the subject matter of this proceeding.

II. That the respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. That the pertinent facts in this matter are as follows:

(A) That the respondent Richard A. Tonry ran for the U.S. House of Representatives for the First Congressional District of Louisiana in 1976 and 1977.

(B) That the Rick Tonry Campaign Committee was the principal campaign committee for the respondent during his candidacy for House in Louisiana in 1976, and that the Tonry for Congress Campaign Committee was his principal campaign committee in 1977.

(C) That the respondent participated in four elections in Louisiana: The primary election of August 14, 1976, the run-off election of October 2, 1976, the general election of November 2, 1976, and the special primary election of June 25, 1977.

(D) That the respondent received $5,000 for his campaign from a loan secured by Guy D'Antonio II, and co-signed by the respondent, from

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the Peoples Bank of St. Bernard Parish on July 12, 1976.

(E) That the respondent received $5,000 for his campaign from a loan secured by V.C. Trentacosta from the St. Bernard Bank and Trust on July 16, 1976.

(F) That the respondent received $5,000 for his campaign from a note obtained by Donald Tudury, and co-signed by the respondent, from the First National Bank of St. Bernard Parish on July 16, 1976.

(G) That the respondent received $5,000 for his campaign from a note obtained by J. Wayne Mumphrey, and co-signed by the respondent, from the First National Bank of St. Bernard Parish on July 19, 1976.

(H) That the respondent received $10,000 for his campaign from a loan secured by G. P. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish on July 19, 1976.

(I) That the respondent received $5,000 for his campaign from a note obtained by R. G. Tonry, and co-signed by the respondent, from the First National Bank of St. Bernard Parish on July 19, 1976.

(J) That the respondent received $5,000 for his campaign from a loan secured by Stephen Perez, and co-signed by the respondent, from the First National Bank of St. Bernard Parish on July 27, 1976.

(K) That the respondent received $15,000 for his campaign from a loan secured by L. J. Aiavalasiti from the Whitney National Bank on September 16, 1976.

(L) That the respondent received,through the person of Donald Zimmer, four $8,000 loans secured from the First Progressive Bank in Jefferson Parish on October 25, 1976. The four parties involved were: Donald Zimmer, Donald S. Moffatt, Bobby Wayne Eidson and Glenn Don Teel.

(M) That the respondent received $25,000 for his campaign from a loan co-signed by Robert Berthelot from the Gulf South Bank on October 29, 1976

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(N) That the respondent received $25,000 for his campaign from a loan secured by J. Wayne Mumphrey from the First National Bank of St. Bernard Parish on January 28, 1977. This loan was later guaranteed by G.P. Tonry, by Richard Tonry, and by R. G. Tonry.

IV. Wherefore, the respondent agrees further:

That the respondent knowingly accepted contributions which were in violation of an individual's contribution limit, to a political candidate, of $1,000 as set forth in 2 U.S.C. 441 (a) (1) (A). This constitutes a violation by the respondent of 2 U.S.C. 441a (f).

GENERAL CONDITIONS:

(A) It is agreed that upon signing this conciliation agreement the Federal Election Commission shall be barred from taking further action against the respondent with respect to the specific matters set forth herein.

(B) It is mutually agreed that this agreement shall become effective after the Commission has approved the entire agreement and all parties have executed the same.

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DATE: _____

_____
For the Federal Election Commissi
William C. Oldaker
General Counsel

DATE: _____

_____
For the Respondent
Richard A. Tonry

Conciliaton Chart

Respondent	factual admissions	legal admissions	Proposed penalties	comment
Richard A Tonry	Received for the campagn $25,000 the proceeds of a loan obtained by J. Wayne Mumphrey from the First Natinal Bank of St Bernard on Jan. 28,1977 and later guaranteed by R.G. Tonry on the 28th of Feb.1977 Documents also show guarantees by BY richard Tonry om 1/29/77 and BY G.P.Tonry on 1/27/77(sic)	* a)441a(f) *RTB only by Commission	none	not prosec uted by the department of Justice
	Received for the campaign $15,000 on a loan obtained by L.J. Aiaialasiti on Sept 16,1976 from the Whitne y National Bank, co signed by Tonry	* a)441a(f) *RTB only by Commission	none	not prosecuted
	Received on 10/29/76 for the campaign a $25,000 laon feon the Gulf South Bank which note was co signed by Robert Berthelot	*a)441a(f) ~~*RTB only by the Commission~~	none	quilty plea to an information charging a violation on these facts - six month sentene
	Through Dold Zimmer, he received the proceeds of four $8,000 loans obtained from the First Progressive Bank in Jefferson Parish on October 25,1976 by Zimmer, Donald S. Moffatt, Bobby wayne Eidson and Glenn Don Teel	a)441a(f)	none	prosecuted by Justice on a conspiracy basis six month sentence
J. Wayne Mumphrey	a) On July 19,1976 he cosigned a $5000 note for the Tonry campaign from the First Natonal Bank of St Bernard Parish	a) 441a(a)(1)(a)	none	Mumphrey was indicted on matters relating to the campaign and in plea bargin with he and Tonry Justice promised no acth would be taken against Mumphrey with regard to the tonry campaign

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Conciliaton Chart

Respondent	factual admissions	legal admissions	penaltiees	comment
Donald Zimmer 3229 Napoleon Ave New Orleans	A)Obtained for the Tonry campaign an $8000 laon from the the First Progressive Bank in Jefferson Parish on October 25,1976 and on the same day B) received for the Tonry campaign $8000 each from Donald S, Moffatt ,Bobby Wayne Eidson and Glenn Don Teel who borrowed this amount from the xxxxxxxx bank on the same date	A)441a(a)(1)(A) B)$X 441a(f)	none	Respondent plead guilty to charges relative to this matter and served 4m months
Donald sMoffatt 5024 Bissonet Dr New Orleans,La	Obtained an $8,000 loan from the First Progressive Bank in Jefferson Parish and transfered the proceeds to Donald Zimmer for use in the Tonry Campaign,all on Oct 25,1976	441a(a)(1)(A)	$700	10% of the excess
BobbyWayneEidson 4605 Lake Ave Metarie La,	"" ""	""	"	" "
Glenn Don Teel 901 Zinnia Street New Orleans	"" ""	""	"	" "
~~xxxxxx~~ Laurence J.Aiavalsiti 5631 Vermillion Blvd. New Orleans, La.	co-signed a $15,000 loan with candidate Richard Tonry for the Tonry Campaign on Sept from the Whiney National Bank on September 16,1976	441a(a)(1)(A)	$730	10% of the excess $200 Direct contribut

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Conciliaton Chart

Respondent	factual admissions	legal admissions	proposed penalties	comment
J.Wayne Mumphrey(con't)	B) obtained a$25,000 loan from the First National Bank of St.Bernard onJan. 28,1977 for the campaign of Richard Tonry ,a note which was guaranteed bt the candidate R.G.Tonry and G.P.Tonry	b)441a(a)(1)(a)	none	see previous comments
	co signed on a $5000 loan obtained by Stephen Perez from the First National Bank of St.Bernard. a note that the candidate also cosigned	c) 441a(a)(1)(A)	none	see prior comments
Vincent C. Trentacosta 34[illegible]ordyn Court Avabi,La.	obtained a$5000 loan on7/16/76 for the Tonry Campaign from the St. Bernard Bank and Trust	441a(a)(1)(A)	$400	10% of the $4000 in excess
Donald G. Tudury 2801 N.Roberston St New Orleans,La.	obtained for the campaign on the cosignature of the candidate a $5000 loan from the First National Bank of St.Bernard Parrish	441a(a)(1)(A)	$150	following 431(e)(5)(G)(i) Tudry is responsible for$2500 and the propo penalty is 10% of the e excess
G.P.Tonry 4745 River Road Jefferson Parish Loisiana	obtained on the cosignature of the Candidate a $10,000 loan for the Tonry campaign from the First National Bank of St. Bernard Parish onJuly19,1976	441a(A)(1)(A)	$400	""
R.G.Tonry 47[illegible] River Road Jefferson Parish Louisiana	obtained a $5000 loan on the cosignature of Candidate Tonry on July 19 1976 from the First National Bank of Saint Bernard for the Tonry campaign	441(a)(1)(A)	$150	" "
GuyD'Antonio 9061 W.Judge Perez Drive Chalmette LA.	obtained a $5000 loan on7/12/76 on the cosignature of the candidate from the peoples Bank ofSt Bernard which proceeds were for the Tonry Campaign	441a(a)(1)(A)	$150	" "
Stephen R.Perez 9061W.JudgePerezDr. Chalmette, Louisiana	obtained $5000 for the campaign by a loan cosigned by Tonry and Mumphrey from the First National Bank ofSt. Bernard onJuly 27,176	441a(a)(1)(A)	$100	Perez according to 431(e)5)(G)(ii) is $660 in excess and $100 is a minimum

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Conciliaton Chart

Respondent	factual admissions	legal admissions	proposed penaltees	comment
Richard A. Tonry	a)received for campaign $5,000, the proceeds of a loan of 7/16/76 secured by V.C.Trentacosta from the St Bernard Bank and Trust	a)441a(f)	none	* not prosecuted by justice
	b) received for the campaign$5000 obtained by Donald Tudry on a note dated July 16,L976 and cosigned by Tonry from the First National Bank ofSt Bernard Parish	b)441a(f)	"	* " " "
	c) received for the campaign$5000 obtained byJ.Wayne Mumphrey on a note dated July 19,976 and cosigned by Tonry from the First National Bank of St.Bernard	c)441a(f)	"	* " " "
	D)received $10,000 for the campaign which was the proceedsof aloan 7/14/76 obtained by G.P.Tonry.It was co-signed by candidate Tonry and was from the First National Bank of St. Bernard Parish	d)441a(f)	"	* " " "
	e)received for the campaign $5000 obtained byMr.G.Tonry on a note co signed by Tonry from the First National Bank of Saint Bernardd on July 19,1976	e)441a(f)	"	* " " "
	f)received for the campaign $5000 from a loan obtained byGuyD'Antonio from the Peoples Bank of Saint Bernard on July 12,1976 which note was signed by the candidate	f)441a(f)	"	* " "
	g) obtained $ 5,000 for the campaign from a loan obtained by Stephen Perez From the First National Bank ofSt.Bernard Tonry cosined this note which was taken out on July 27,1976	g)441a(f)		*these loans were all reported by theTonry Committee and present evidence shows that the individuals have not repaid the loans .This is somewhat consistent with their contentionthta they extented nothing of vala

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Richard Tonry)

MUR 337, 337(A), 337(B), 337(C)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on October 6, 1977, the Commission determined by a vote of 6-0 to take the following actions:

1. To find Reasonable Cause to Believe that Stephen R. Perez, J. Wayne Mumphrey, G. P. Tonry, Donald G. Tudury, R. G. Tonry, Guy J. D'Antonio II, and Charles Trentacosta are in violation of 2 U.S.C. Section 441a(a)(1)(A) in connection with the $5,000 loans from each individual to the Tonry Committee;

2. To find Reasonable Cause to Believe that Robert Berthelot is in violation of 2 U.S.C. Section 441a(a)(1)(A) in connection with a $25,000 loan to the Tonry Committee;

3. To find Reasonable Cause to Believe that Donald Zimmer, Don Teel, Donald Moffatt, and Bobby Wayne Eidsen are in violation of 2 U.S.C. Section 441a(a)(1)(A) in connection with their $8,000 loans to the Tonry Committee, and Reasonable Cause to Believe that Donald Zimmer is in violation of 2 U.S.C. Section 441a(f) in connection with his receipt of these loans;

4. To find Reason to Believe that J. Wayne Mumphrey, R. G. Tonry, G. P. Tonry and L. J. Aiavalasiti are in violation of 2 U.S.C. Section 441a(a)(1)(A) in connection with their guarantee of the $25,000 loan to the Tonry Committee;

5. To find Reasonable Cause to Believe that Richard G. Tonry is in violation of 2 U.S.C. Section 441a(f) for the Berthelot loan and the $8,000 loans from Zimmer and associates, and find Reason to Believe that Richard G. Tonry is in violation of 2 U.S.C. Section 441a(f) for each of the $5,000 loans, the Mumphrey loan co-signed with R. G. Tonry and G. P. Tonry for $25,000 and the Aiavalasiti loan of $15,000;

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6. To enter into conciliation efforts with each of the respondents, each conciliation agreement to contain provisions for a civil penalty not to exceed an amount equal to the amount of the violation.

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

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September 30, 1977

MEMORANDUM TO: Marge Emmons

FROM: Elissa T. Garr

SUBJECT: MUR 337 Team #1

Please have the attached General Counsel's Report on MUR 337 distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of October 6, 1977.

Thank you.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of Richard Tonry	))	MUR 337, 337(A), 337(B), 337(C)

GENERAL COUNSEL's REPORT

I. Summary

This matter originated with a notarized complaint filed by Robert Livingston, an opposition candidate to Mr. Tonry. It involves assertions that the Tonry campaign has received a number of individual loans in excess of the $1,000 contribution limitation of 2 U.S.C. §441a(a)(1)(A); (the loans are virtually all unpaid and range, as noted in infra, from $5,000 to $25,000). In this report we recommend findings of reasonable cause to believe that violations of 2 U.S.C. §441a(a)(1)(A) and §441a(f) have been committed and recommend further findings of reason to believe that certain additional violations of 2 U.S.C. §441a(a)(1)(A) and §441a(f) have been committed. We are mindful that a number of the individuals named in this report have already been subject to criminal sanctions for violations arising out of certain of the facts noted herein, and suggest, as part of our recommendation, that the conciliation process assume a more lenient posture than might otherwise be expected in a case of this nature.

II. Evidence and Allegations

$5,000 Loans from Seven Individuals

Tonry Committee reports show individual $5,000 loans from Stephen R. Perez, J. Wayne Mumphrey, G. P. Tonry, Donald G. Tudury, R. G. Tonry, Guy J. D'Antonio II and Charles Trentacosta.

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Tonry claims that the money was immediately returned to the donors and did not become part of the campaign funds. Tonry who admits that Zimmer, his campaign fundraiser, was in receipt of the funds asserts that they were never transferred to his campaign and his plea to a conspiracy to violate §441a(a)(1)(A) does not include an admission that the funds were received by the committee (discussed infra).

Additional Evidence

Submissions and reports from the Tonry Committee provided additional information showing that two other excessive loans were received by the Committee. On a note guaranteed by G.P. Tonry, R.G. Tonry and Richard Tonry, J. Wayne Mumphrey borrowed $25,000 from the St. Bernard Parish Bank and forwarded the proceeds to the campaign. Additionally L.J. Aiavalasiti endorsed a $15,000 loan to Richard Tonry to be used by the Tonry Committee. Aiavalasiti submitted an affidavit in which he claims that the endorsement was merely to facilitiate the loan and that he never intended to contribute to the campaign. No prior findings have been made against Aiavalasiti.

The submissions also show that G.P. Tonry co-signed with Richard Tonry on a $10,000 rather than a $5,000 bank loan as originally reported and that J. Wayne Mumphrey endorsed the Perez loan.

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Upon request the Committee supplied the pertinent loan information and affidavits from each individual. The affiants claim that whereas it was anticipated that the Tonry Committee would repay the loan then they did not consider the loans to be contributions. None of the documents supplied attempt to dispute that the loans were made.

Robert Berthelot loan

The 30 day Post Election Report filed by the Rick Tonry Committee list two entries regarding Robert Berthelot. The first was a loan from the First National Bank of St. Bernard in the amount of $20,000 made by Robert Berthelot and co-signed by the candidate with a notation on the report stating "kept one day only. Refunded as unacceptable." The second is a loan from the Gulf South Bank in the amount of $25,000 made by the candidate and co-signed by Berthelot. No reason is given for returning one loan and maintaining the other.

$8,000-Loans from Zimmer and Associates

The indictment against Donald Zimmer and the information pleaded to by Tonry (discussed infra) established that four individuals, Donald Zimmer, Don Teel, Donald Moffatt and Bobby Wayne Eidsen borrowed $8,000 from the First Progressive Bank and on the same day Teel, Moffatt and Eidsen turned the money over to Zimmer who retained these loans and his own for the Tonry Campaign. These loans were not reported by the Tonry Committee.

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Department of Justice

After making its findings of reason to believe, the Commission honored a request from the U.S. Attorney in New Orleans to suspend its investigation until proceedings against Tonry by the Department of Justice were complete. Having so curtailed its investigation, the staff was prevented from developing independent evidence with respect to the matters alleged.

The proceeding against Tonry has resulted in a guilty plea by Tonry to a four count information. Two of the counts concern matters about which the Commission has made findings. These are a plea to a violation of §441a(f) for accepting the Berthelot loan and a plea to a charge of conspiring to violate §441a(a)(1)(A) in connection with the $8,000 individual loans from Zimmer et al. The other two counts were for violations of 18 U.S.C. 600 Sec. 2 which forbids promising consideration, favor, or reward for a political contribution. For these violations, Tonry was sentenced to two consecutive 6 month sentences.

The Justice Department also obtained a guilty plea from Zimmer for concealing information with respect to the $8,000 loans from the Grand Jury. For this Zimmer received a 4 month sentence.

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Analysis.

A. Seven Loans of $5,000

Stephen Perez, J. Wayne Mumphrey, Donald G. Tudury, R.G. Tonry, Guy J. D'Antonio II, Charles Trentacosta and G.P. Tonry all either made or co-signed obligations to the St. Bernard Bank & Trust for $5,000 ($10,000 in the case of G.P. Tonry) which proceeds were for the benefit of the Tonry Committee. Since each of these loans is in excess of the limitations of §441a(a)(1)(A), there is reasonable cause to believe that a violation of this section was committed. The explanation submitted by each individual that whereas they expected the Tonry Committee to repay the loans to the Bank and thus a contribution did not occur does not change the nature of these transactions. Neither does the appearance of Tonry's signature alter this treatment as §431(e)(5)(G) treats co-signors as contributors. Further having knowingly accepted these contributions in excess of the limits of §441a(a)(1)(A) it appears Tonry has committed a violation of §441a(f). Although the Commission has made no explicit finding in this regard the possibility of §441a(f) is plainly implicit in prior notices. We herewith recommend a finding of reason to believe on this issue but whereas it is already inherent in this matter it should be considered in the scope of conciliation.

B. $25,000 Loan from Berthelot

This loan was obtained from the bank on the signature of Robert Berthelot and Richard Tonry and was as in the instance

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of the $5,000 loans entered on the Tonry Committee reports. According to the provisions of 2 U.S.C. §431(e)(5)(G)(ii) loans shall be "considered a loan by each endorser on guarantor in that proportion of the unpaid balance thereof that each endorser or guarantor bears to the total number of endorsors and guarantors." Thus this loan is considered to be a contribution by Berthelot to the candidate within the meaning of 2 U.S.C. §431(e)(1) in the amount of $12,500. Hence there is reasonable cause to believe that Berthelot violated 2 U.S.C. §441a(a)(1)(H) in making a contribution in excess of the limits set forth therein and that Tonry has violated §441a(f) for knowingly accepting a contribution in excess of the limits of §441a(a)(1)(A).

C. Loans from Zimmer and Associates

The information to which Tonry pleaded guilty supports a Commission finding that there is resonable cause to believe violations were committed when Don Teel, Donald Moffatt, Bobby Wayne Eidsen each borrowed $8,000 on the same occasion. According to his own admission in his guilty plea, Tonry conspired with those individuals to secure these funds for this campaign. The available evidence suggests the funds were returned to donors soon after they were received by Zimmer for the Tonry campaign. Regardless, there is reasonable cause to believe that the four individuals violated 2 U.S.C. §441a (a)(1)(A) and that Tonry and Zimmer violated §441a(f).

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D. Recommendation based on Additional Evidence

Based on the documents submitted by the Tonry Committee, it appears that two other excessive loans or contributions were received by the Tonry Committee. J. Wayne Mumphrey borrowed $25,000 from the First National Bank of St. Bernard for the campaign. This loan was guaranteed by G. P. Tonry and R. G. Tonry. Thus, there is reason to believe that Mumphrey, G. P. Tonry and R. G. Tonry have violated 2 U.S.C. 441a(a)(1)(A) and that Tonry has violated 2 U.S.C. §441a(f) in accepting these excessive contributions. The additional submissions also show that L. J. Aiavalasiti co-signed on a $15,000 loan for which the proceeds were transferred to the campaign as a loan from Tonry. Based on the reasoning previously set forth, this information gives reason to believe that a violation of 2 U.S.C. §441a(a)(1)(A) was committed by Aiavalasita and a violation of §441a(f) was again committed by Tonry.

Summary of Recommendations

1. Stephen P. Perez, J. Wayne Mumphrey, G. P. Tonry, Donald G. Tudury, R. G. Tonry, Guy J. D'Antonio II, Charles Trentacosta -- determination of reasonable cause to believe as to 2 U.S.C. §441a(a)(1)(A).

2. Robert Berthelot -- determination of reasonable cause to believe as to 2 U.S.C. §441a(a)(1)(A).

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3. Donald Zimmer, Don Teel, Donald Moffatt, Bobby Wayne Eidsen -- determination of reasonable cause to believe as to 2 U.S.C. §441a(a)(1)(A); additionally, reasonable cause to believe as to §441a(f) by Zimmer.

4. J. Wayne Mumphrey, R. G. Tonry, G. P. Tonry and L. J. Aiavalasiti -- reason to believe as to §441a(a)(1)(A).

5. Richard G. Tonry -- reasonable cause to believe as to 2 U.S.C. §441a(f) for the Berthelot loan and the $8,000 loans from Zimmer and associates. Also, reason to believe as to 2 U.S.C. §441a(f) for each of the $5,000 loans, the Mumphrey loan co-signed with R. G. Tonry and G. P. Tonry for $25,000 and the Aiavalasiti loan of $15,000.

Since the facts underlying the apparent violations in this matter virtually all arise out of the Tonry election campaign, and since that campaign has already been the subject of an extensive Department of Justice investigation, followed by indictments of and guilty pleas by certain of the respondents herein, we believe that the conciliation process should merely involve an admission of a violation. We believe any further penalty, such as a fine or repayment of loans, would be improper in view of the criminal sanctions already imposed.

9/30/77
DATE

WILLIAM C. OLDAKER
GENERAL COUNSEL

CHARLES N. STEELE
ASSOCIATE GENERAL COUNSEL

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Richard Tonry
9061 W. Judge Perez Drive
Post Office Box 32
Chalmette, Louisiana 70046

Re: MUR 337 (76)

Dear Mr. Tonry:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you committed a violation of 2 U.S.C. §441a(f) when you received loans in excess of the limitation of 2 U.S.C. §441a(a)(1)(A) from Robert Berthelot, Donald Zimmer, Don Teel, Donald Moffatt and Bobby Wayne Edison and further found reason to believe that a similar violation was committed when you received loans from Stephen R. Perez, J. Wayne Mumphrey, G. P. Tonry, Donald Tudury, R. G. Tonry, Guy D'Antonio, II, and Charles Trentacosta.

Having so found reasonable cause to believe the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please have your representative contact us in this regard.

In addition, the Commission has found reason to believe that you violated 2 U.S.C. §441a(f) when you accepted the proceeds of a $25,000 loan from J. Wayne Mumphrey which loan was guaranteed by R. G. Tonry and G. P. Tonry and reason to believe you committed a violation of §441a(f) when you accepted the proceeds of a $15,000 loan co-signed by L. J. Aivalasiti. With respect to these matters you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal material which you deem relevant to these loans.

The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4530).

Sincerely yours,

William C. Oldaker
General Counsel

AAthy:cfb:9/2/77

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Stephen R. Perez
9061 W. Judge Perez Drive
Chalmette, Louisiana 70043

Re: MUR 337 (76)

Dear Mr. Perez:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1)(A) when you loaned $5,000 to the Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeaveor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

AAthy:cfb:9/1/77

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Mr. Guy D'Antonio
9061 W. Judge Perez Drive
Chalmette, Louisiana 70043

Re: MUR 337 (76)

Dear Mr. D'Antonio:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1)(A) when you loaned $5,000 to the Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeaveor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

AAthy:cfb:9/1/77

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Mr. Robert C. Berthelot
8909 West Judge Perez Avenue
Chalmette, Louisiana

Re: MUR 337 (76)

Dear Mr. Berthelot:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you violated §441a(a)(1) when a loan of $25,000 co-signed by you from Gulf South Bank was forwarded to the Richard Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violations by informal methods. Please contact us in this regard, the attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

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Mr. Donald S. Moffatt
5024 Bissonet Drive
New Orleans, Louisiana

Re: MUR 337c (76)

Dear Mr. Moffatt:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1) when you transferred through Donald Zimmer the proceeds of an $8,000 loan from the First Progressive Bank of Metairie, Louisiana to the Richard Tonry Campaign.

Having found reasonable cause to believe a violation has occurred, the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

ATHY:cfb:9/1/77

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Mr. Bobby Wayne Eidson
4605 Lake Avenue
Metairie, Louisiana

Re: MUR 337c (76)

Dear Mr. Eidson:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1) when you transferred through Donald Zimmer the proceeds of an $8,000 loan from the First Progressive Bank of Metairie, Louisiana to the Richard Tonry Campaign.

Having found reasonable cause to believe a violation has occurred, the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

ATHY:cfb:9/1/77

Mr. Don Teel
901 Linnia Street
New Orleans, Louisiana

Re: MUR 337c (76)

Dear Mr. Teel:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1) when you transferred through Donald Zimmer the proceeds of an $8,000 loan from the First Progressive Bank of Metairie, Louisiana to the Richard Tonry Campaign.

Having found reasonable cause to believe a violation has occurred, the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

ATHY:cfb:9/1/77

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Mr. Donald Zimmer
3229 Napoleon Avenue
New Orleans, Louisiana

Re: MUR 337 (76)

Dear Mr. Zimmer:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you violated 2 U.S.C. §441a(a)(1) and §441a(f) when you obtained a loan of $8,000 from the First Progressive Bank of Louisiana and the proceeds of $8,000 loans obtained by three other individuals all for the benefit of the Tonry Committee.

Having found reasonable cause to believe a violation has occurred, the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods.

Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4530).

Sincerely yours,

William C. Oldaker
General Counsel

AAthy:cfb:9/2/77

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Mr. Donald G. Tudury
2801 N. Robertson Street
New Orleans, Louisiana 70117

Re: MUR 337 (76)

Dear Mr. Tudury:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1)(A) when you loaned $5,000 to the Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeavoor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this regard. The attorney assigned to this matter is Andrew Athy, Jr. (telephone No. 202/523-4529).

Sincerely yours,

William C. Oldaker
General Counsel

AAthy:cfb:9/1/77

7804007224

Laurence J. Aiavalasiti
5631 Vermillion Boulevard
New Orleans, Louisiana 70129

Re: MUR 337 (76)

Dear Mr. Aiavalasiti:

This is to notify you that the Federal Election Commission has found reason to believe that you committed a violation of 2 U.S.C. §441a(a)(1)(A) when you co-signed a note in the amount of $15,000, the proceeds of which went to Tonry Campaign Committee.

With respect to this finding, you have an opportunity to demonstrate that no action should be taken against you. Accordingly, please submit any legal or factual information which you believe relevant to the Commission's analysis of this matter. Your response should be submitted within ten days of receipt of this letter.

If you have any questions, please contact Andrew Athy, Jr. (telephone No. 202/523-4530) the attorney assigned to this matter.

Sincerely yours,

William C. Oldaker
General Counsel

AAthy:cfb:9/15/77

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Mr. J. Wayne Mumphrey
906 W. Judge Perez Drive
Chalmette, Louisiana 70043

Re: MUR ~~254~~ 337 (76)

Dear Mr. Mumphrey:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1)(A) when you loaned $5,000 to the Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this respect.

In addition the Commission has found reason to believe a violation of 2 U.S.C. §441a(a)(1)(A) was committed by you when you borrowed for the benefit of the Tonry Committee $25,000 from the First National Bank of St. Bernard Parish. With respect to this finding you have an opportunity to show that no action should be taken against you. Please submit any legal or factual information which you believe will be relevant to the Commission's analysis of this matter. Your response should be submitted within ten days of receipt of this letter.

If you have any questions please call Andrew Athy, Jr. (telephone No. 202/523-4529), the attorney assigned to this matter.

Sincerely yours,

William C. Oldaker
General Counsel

AAthy:cfb:9/1/77

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R. Gordon Tonry
4745 River Road
Jefferson Parish, Louisiana

Re: MUR ~~254~~ 337 (76)

Dear Mr. Tonry:

This letter is to notify you that the Federal Election Commission has found reasonable cause to believe that you have violated 2 U.S.C. §441a(a)(1)(A) when you loaned $5,000 to the Tonry Campaign Committee.

Having found reasonable cause to believe a violation has occurred the Commission is required by 2 U.S.C. §437g(a)(5) to endeavor for a period of not less than 30 days to correct such violation by informal methods. Please contact us in this respect.

In addition the Commission has found reason to believe a violation of 2 U.S.C. §441a(a)(1)(A) was committed by you when you guaranteed for the benefit of the Tonry Committee $25,000 from the First National Bank of St. Bernard Parish. With respect to this finding you have an opportunity to show that no action should be taken against you. Please submit any legal or factual information which you believe will be relevant to the Commission's analysis of this matter. Your response should be submitted within ten days of receipt of this letter.

If you have any questions please call Andrew Athy, Jr. (telephone No. 202/523-4529), the attorney assigned to this matter.

Sincerely yours,

William C. Oldaker
General Counsel

AAthy:cfb:9/1/77

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	Amounts Involved	Violations	Other Information	Current Status
Stephen R. Perez	$5,000 loan from St. Bernard Bank & Trust 7/21/76	§441a(a)(1)(A)		RCTB
J. Wayne Mumphrey	a) $5,000 loan to St. Bernard 7/16/76 b) $25,000 loan to St. B guar'd by G.P. Tonry, R.G. Tonry & Richard Tonry c) endorsed Perez loan	a) §441a(a)(1)(A) b) " c) "	also signed $15,000 loan by Giavaldisi & Tonry 9/16/76	RCTB - 5,000 RTB - 25,000
Donald G. Tudury	$5,000 loan to St. B. 7/16/76	§441a(a)(1)(A)		RCTB
R.G. Tonry	a) $5000 to St. B. 7/19/76 b) guar'd $25,000 loan from Mumphrey	a) §441a(a)(1)(A) b) "		RCTB
G.P. Tonry	a) $10,000 to St. B. 7/19/76 b) guar'd $25,000 loan from Mumphrey	a) §441a(a)(1)(A) b) "		RCTB
Guy D'Antonio II	$5000 to St. B 7/12/76	§441a(a)(1)(A)		RCTB

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	Amount Involved	Violation	Other Info	
Charles Trentacosta	$5,000 loan to St. Bernard 7/16/76	§ 441a(a)(1)(A)		LCTB
T.J. Aiavalasiti	$15,000 loan co-signed ~~endorsed~~ w/ Tony from Whitney Nat'l Bank of New Orleans 9/16/76	§441a(a)(1)(A) in amount of $7500 (see §431(e)(5)(G)(ii))		LTB-
Robert Berthelot	a) $20,000 - 1st Nat'l Bank of St. Bernard: refunded 10/28/76 b) $25,000 - Gulf South Bank 10/29/76 ← signed by Tony, co-signed to R.B.	a) b) §441a(a)(1)(A) - in amount of $12,500 (see §431(e)(5)(G)(ii))		LCTB - $5,000
Donald Zimmer	a) $8,000 - 1st Progressive Bank b) receipt of $8000 loans by Teel, Moffat and Eidsen	a) §441a(a)(1)(A) b) §441a(f)	pled guilty for concealing info re: $8000 loans from Grand Jury. Received 4 month sentence.	LCTB
Don Teel Glenn ~~[illegible]~~.	$8000 from First Progressive Bank - gave it to Zimmer ~10/25/76	§441a(a)(1)(A)	Mentioned in U.S. Att'y indictment; no plea	LCTB
Donald Moffatt	$8000 from First Progressive Bank: gave it to Zimmer	§441a(a)(1)(A)	Mentioned in U.S. Att'y indictment; no plea.	LCTB

Bobby Wayne Eidsen	$8000- from First Progressive Bank: turned it over to Zimmer	§441a(a)(1)(A) (LCTB but did not receive letter - Was reminded 11/3)	
Tonry	a) received $5000- loans in excess of $1000- b) received $10,000 from G.P. Tonry	a) §441a(f) (LTB) b) §441a(f) (?)	
	c) co-signed with Berthelot for $25,000- d) conspired w/ Moffat et al. for $8000- loans e) $25,000 from Murphrey f) co-signed w/ Giavalasiti on $15,000 loan g) endorsed loans from Perez, Murphrey, Tudury, R.G. Tonry, G.P. Tonry & D'Antonio	c) §441a(f) (LCTB) d) §441a(f) (LCTB) e) §441a(f) (LTB) f) §441a(f) (LTB)	c) guilty plea to violation of §441a(f) d) guilty plea to conspiracy to violate §441a(a)(1)(A) Sentenced to 2 consecut. 6 mo. sentences (The indictment covered the $25,000 Berthelot loan and the moneys received from Eidsen, Perez, Moffatt, & Zimmer).

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	Amounts Involved	Violations	Other Information	Current Status
Stephen R. Perez	$5000 loan from St. Bernard Bank & Trust 7/21/76	§441a(a)(1)(A)		RCTB
J. Wayne Mumphrey	a) $5,000 loan to St. Bernard 7/16/76 b) $25,000 loan to St. B guar'd by G.P. Tonry, R.G. Tonry & Richard Tonry c) endorsed three loans	a) §441a(a)(1)(A) b) " c) "	also signed $15,000 loan by Giavaldsiti & Tonry 9/16/76	RCTB - 5,000 RTB - 25,000
Donald G. Tudury	$5,000 loan to St. B. 7/16/76	§441a(a)(1)(A)		RCTB
R.G. Tonry	a) $5000 to St. B. 7/19/76 b) guar'd $25,000 loan from Mumphrey	a) §441a(a)(1)(A) b) "		RCTB
G.P. Tonry	a) $10,000 to St. B. 7/19/76 b) guar'd $25,000 loan from Mumphrey	a) §441a(a)(1)(A) b) "		RCTB
Guy D'Antonio II	$5000 to St. B 7/12/76	§441a(a)(1)(A)		RCTB

7040072251

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 31, 1977

MEMORANDUM TO: CHARLES STEELE

FROM: MARJORIE W. EMMONS MWE

SUBJECT: MUR 423 (77) - Order

Attached is an Order in relation to MUR 423 approved at the Commission Meeting of October 19, 1977 and signed this date.

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AMERICAN REVOLUTION BICENTENNIAL 1776-1976

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 423 (77)
Robert Varley, Nathan Popkin,	)	
and the Tonry for Congress	)	
Committee	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on October 19, 1977, the Commission determined by a vote of 6-0 to issue an Order pursuant to 2 U.S.C. Section 437d(a)(1) requiring Ms. Sandra Miller of 910 Bourbon Street, New Orleans, Louisiana, to submit under oath answers to questions pertinent to the above-captioned matter.

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

10/14/77

MEMORANDUM TO: Marge Emmons

FROM: Elissa T. Garr

SUBJECT: MUR 423 (77) Team # 1

Please have the attached report on MUR 423 (77) distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of 10/19/77.

Thank you.

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AMERICAN REVOLUTION BICENTENNIAL 1776-1976

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Robert Varley, Nathan Popkin and the Tonry for Congress Committee	)	MUR 423 (77)

Interim Investigative Report

Allegation

That expenditures made in behalf of Richard Tonry in the special congressional election were not independent expenditures as indicated on reports filed by Robert Varley and Nathan Popkin but were expenditures made in cooperation with the Tonry Campaign and thus subject to the limits of §441a and reputable pursuant to §434.

Evidence and Analysis

This matter was brought to the Commission's attention by Ms. Sandra Miller who coordinated expenditures of $3,500 by Varley and $1,067.47 by Popkin. Ms. Miller was at this time an employee of the First Congressional District (a successor to Tonry's office) and a volunteer in Tonry's campaign. An important factual issue, which is as yet unresolved, is whether Miller's responsibilities in this capacity placed her in such a position that expenditures coordinated by her could not be treated as independent.

Responses were received from Varley, Popkin and the Tonry Committee and a telephone interview was conducted with Miller. Varley, by affidavit, states in detail his view of the circumstances of

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this expenditure. He claims that he was constantly assured that his efforts in behalf of Tonry were completely independent of Tonry's own campaign. Popkin's attorney submitted a more formal reply which mainly states that at the time the expenditure was made, Popkin believed that he was not in violation of any law or regulation. Guy D'Antonio, Treasurer of the Tonry Committee, states by letter that the Tonry for Congress Committee was unaware of the nature, purpose or amounts of any expenditure made by Robert Varley and/or Nathan Popkin and that Miller was never a member of the committee staff.

Miller has indicated in a telephone conversation that, although she was a volunteer at an advertising agency which contracted for Tonry's media time and in this capacity arranged for media spots, she had no authority from the Tonry Committee to make expenditures. She asserts that the $3,500 expenditure by Varley, which involved payments to black leaders to encourage voter turnout, and the $1047 by Popkin for the campaign comic book, were made completely independent of the Tonry Committee.

The evidence heretofore submitted is unclear as to whether Miller's actions with Varley and Popkin in coordinating their expenditures were independent of the Tonry Committee. In particular, we believe that specific answers should be sought from Ms. Miller as to her knowledge of the allegedly independent expenditures at issue herein.

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Recommendation

Pursuant to §437d(a)(1), Miller be required to submit under oath answers to pertinent questions.

10/13/77
Date

William C. Oldaker
General Counsel

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MUR 337 7 8 0 4 0 0 7 2 2 5 8

United States of America vs.

United States District Court for

DEFENDANT DONALD J. ZIMMER

DOCKET NO. 77-33 - A

GCC 2684

JUDGMENT AND PROBATION COMMITMENT ORDER

COUNSEL

In the presence of the attorney for the government the defendant appeared in person on this date → MONTH June DAY 1 YEAR 1977

[ ] WITHOUT COUNSEL However the court advised defendant of right to counsel and asked whether defendant desired to have counsel appointed by the court and the defendant thereupon waived assistance of counsel.

[X] WITH COUNSEL Robert Zibilich (Name of counsel)

PLEA

[X] GUILTY, and the court being satisfied that there is a factual basis for the plea, [ ] NOLO CONTENDERE, [ ] NOT GUILTY

FINDING & JUDGMENT

There being a finding/~~verdict~~ of [ ] NOT GUILTY. Defendant is discharged [X] GUILTY. as to Counts 1 and 2 on April 1, 1977

Defendant has been convicted as charged of the offense(s) of 18 USC 371; 600; 2; and 2 USC 441a(a)(1)(A), 441g, and 441j(a)

CONSPIRACY TO PROMISE BENEFITS, ETC.

as to the Bill of Information

FILED JUN 2 2 18 PM '77 U.S. DISTRICT COURT NEW ORLEANS, LOUISIANA CLERK'S OFFICE

SENTENCE OR PROBATION ORDER

The court asked whether defendant had anything to say why judgment should not be pronounced. Because no sufficient cause to the contrary was shown, or appeared to the court, the court adjudged the defendant guilty as charged and convicted and ordered that: The defendant is hereby committed to the custody of the Attorney General or his authorized representative for imprisonment for a period of four (4) months as to Count 1. As to Count 2 defendant is hereby committed to the custody of the Attorney General or his authorized representative for imprisonment for a term of one (1) year. The execution of said sentence of imprisonment is suspended and defendant is placed on probation for a period of three (3) years, to commence upon release from custody. Said sentence on Count 2 to run consecutively to sentence on Count 1.

SPECIAL CONDITIONS OF PROBATION

As a special condition of probation, defendant is fined in the amount of three thousand dollars ($3,000.00), to be paid within two (2) years, with a payment plan to be specified by the Probation Office.

Further conditions of probations:

1. Defendant obey all local, state and federal laws.
2. Comply with the rules and regulations of the probation department.
3. Not engage in any political activity during the period of probation.

Defendant is to report to the United States Marshal by June 15, 1977.

Government moves to DISMISS superceding indictment. SO ORDERED.

ADDITIONAL CONDITIONS OF PROBATION

In addition to the special conditions of probation imposed above, it is hereby ordered that the general conditions of probation set out on the reverse side of this judgment be imposed. The Court may change the conditions of probation, reduce or extend the period of probation, and at any time during the probation period or within a maximum probation period of five years permitted by law, may issue a warrant and revoke probation for a violation occurring during the probation period.

COMMITMENT RECOMMENDATION

The court orders commitment to the custody of the Attorney General and recommends,

FEE
— PROCESS
x — CHARGE wg
— DOCKET
— ORDER
— HEARING
DOCUMENT No. 45

It is ordered that the Clerk deliver a certified copy of this judgment and commitment to the U.S. Marshal or other qualified officer.

CERTIFIED AS A TRUE COPY ON THIS DATE 6/2/77

BY M. M. Kucera (CLERK / DEPUTY)

SIGNED BY

[X] U.S. District Judge

[ ] U.S. Magistrate

Chas. Schwartz, Jr.

Date June 1, 1977

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

* * *

UNITED STATES OF AMERICA	*	CRIMINAL ACTION
v.	*	NO.
RICHARD A. TONRY	*	SECTION
and	*	VIOLATIONS: 18 U.S.C. 371, 600, 1503, 1623 and 2; 2 U.S.C. 441 a(f) and 441 j(a)
JOHN W. MUMPHREY	*	

* * *

ELEVEN-COUNT INDICTMENT FOR (1) A CONSPIRACY TO OBSTRUCT JUSTICE; AND TEN SUBSTANTIVE VIOLATIONS: (2), (3) and (4), PROMISING BENEFITS FOR POLITICAL CONTRIBUTIONS; (5), (6), (7), (8) and (9), VIOLATIONS OF FEDERAL ELECTION CAMPAIGN ACT; (10) OBSTRUCTION OF JUSTICE; AND, (11) FALSE DECLARATIONS BEFORE GRAND JURY

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The Grand Jury Charges:

COUNT 1

Conspiracy to Obstruct Justice

(A) The Defendants

At all times during the conspiracy, from on or about November 4, 1976 through May 12, 1977, date of this indictment:

(1) Defendant Richard A. Tonry was an attorney who resided in Arabi, La., and a partner with defendant John W. Mumphrey, and Guy J. D'Antonio II in the firm of Tonry, Mumphrey & D'Antonio. From May 10, 1976 to January 4, 1977, he was a member of the House of Representatives of Louisiana, and from on or about July 15 to November 2, 1976, he was a candidate for Member of the House of Representatives of the United States Congress for the First District of Louisiana. He was a Member of Congress from January 4 to May 4, 1977.

(2) Defendant John W. Mumphrey was an attorney who resided in Chalmette, La., a law partner of Tonry and D'Antonio, chairman of Tonry's campaign for Congress, and his congressional district director from January 4 to May 4, 1977.

(B) Other Persons

Other persons mentioned herein are: (1) Donald J. Zimmer was a licensed architect residing and doing business in New Orleans, La. (2) Guy J. D'Antonio II was an attorney who resided in New Orleans, La. and a law partner of Tonry and Mumphrey. (3) Bruce G. Reed was an attorney who resided and had a law office in Metairie, La. (4) Ronald S. Tardo, who resided in Arabi, La., was an investigator for Tonry, Mumphrey & D'Antonio. (5) Robert C. Berthelot, who resided in Chalmette, La., was engaged in the construction business with Berthelot Builders, Inc., a Louisiana company, of which he was the President. Zimmer, D'Antonio, Reed, Tardo and Berthelot were close associates of Tonry, and active in his campaign for congress. Zimmer was one of Tonry's principal fundraisers. D'Antonio was his campaign treasurer. From January 4 to May 4, 1977, Reed was Tonry's

congressional district office manager, and Tardo was his district field representative. And, Berthelot was one of his main financial supporters.

(6) Glenn Donald Teel who resided in Metairie, La. was engaged in the engineering services business, with Building Engineering Services Company, Inc., a Louisiana company, of which he was President. (7) Donald S. Moffatt, an insurance executive, resided and was engaged in business in Metairie, La. with Moffatt Insurance Agency. (8) Bobby Eidson, who resided in Metairie, La., was engaged in a chemical supplies business with Eidson Chemical Company, a Louisiana company, of which he was President. (9) Jennings L. Courville, who resided in Metairie, La., was Executive Vice-President of the First Progressive Bank of Jefferson Parish. And, (10) John T. Keys, Jr., who resided in Kenner, La., was an attorney with a law office in Metairie, La.

(C) Background for Conspiracy

From October 25, 1976 to November 4, 1976, defendants Tonry and Humphrey and their co-conspirators were involved in activities and events that are relevant and material to their conspiracy, as follows:

(1) On the morning of October 25, Tonry and Tardo met with Zimmer, Teel, Moffatt, Eidson and Keys in Keys' office to raise about $50,000 for the last week of Tonry's campaign.

(2) At this meeting, Tonry solicited campaign contributions of $8,000 from each of the five prospects. Zimmer had solicited an $8,000 contribution from Courville who was not at this meeting. Keys solicited

(3) Tonry promised Teel, Moffatt, Eidson and Keys that, if elected to Congress, they would get his special consideration for their contributions, and that they would be reimbursed after the election for their contributions out of testimonial dinner proceeds.

(4) Zimmer, Teel, Moffatt and Eidson promised Tonry that each would immediately make an $8,000 bank loan from the First Progressive Bank, through Courville, and that the $32,000 cash would be delivered by Zimmer to Tonry for his campaign.

(5) After this meeting, Zimmer, Teel, Moffatt and Eidson made $8,000 loans from the bank, through Courville, who caused a cashier's check to be issued to each. Zimmer cashed his check into 80 $100 bills, and Teel, Moffatt and Eidson endorsed and gave their $8,000 checks to Zimmer for delivery to Tonry. Who Told Them? Tell

(6) Later, on October 25, Zimmer cashed the three $8,000 cashier's checks into 240 $100 bills, or $24,000 cash, at the Whitney National Bank. The next day, Zimmer delivered this $32,000 cash, in 320 $100 bills, to Tonry in the law office of Tonry, Humphrey & D'Antonio, with knowledge of Humphrey. Zimmer Must be Very Deporter

(7) On or about October 28, Tonry urged Zimmer to get $5,000 cash for a special political purpose on October 30. And, Zimmer got $5,000 cash from Teel which he delivered to Tonry at about noon on October 30, while he was walking in a parade through the French Quarter of New Orleans, La. Speak

(8) On the morning of November 4, FBI agents, who were conducting a criminal investigation, interviewed Tonry, and

Did he ever report the money? Where did he?

tried to conduct simultaneous interviews of Zimmer, Teel, Moffatt, Eidson, Keys and Courville. The FBI agents served Courville with a subpoena to testify before the grand jury that afternoon, and served Zimmer, Teel, Moffatt, Eidson and Keys with subpoenas to testify the next day.

(D) Grand Jury Investigation

(1) From November 4, 1976 through May 12, 1977, a grand jury of the United States District Court for the Eastern District of Louisiana, was conducting an investigation into activities and events relating to the political campaigns and the elections for Member of the House of Representatives of the United States Congress for the First District of Louisiana.

(2) The primary purposes of the grand jury investigation were: (a) to obtain and develop information, and to ascertain the truth about activities and events relating to these campaigns and these elections; and, (b) to determine whether anyone had committed, in this district, any provable violation of federal criminal laws, including 18 U.S. Code, Sections 201, 241, 242, 371, 599, 600, 1001, 1014, 1341, 1503, 1510, 1622 and 1623, and 42 U.S. Code 1973 i(e), and 2 U.S. Code 441 a(a)(i)(A), 441 a(f), 441 g and 441 j(a); and, (c) to obtain and develop evidence relating to possible federal criminal violations through testimony of witnesses and production of documents before the grand jury.

(3) It was material to this investigation and the administration of justice that the grand jury obtain truthful testimony and information relating to these matters, among others: (a) efforts of Tonry, Mumphrey and Zimmer, between October 18 and November 2, to raise about $50,000 for Tonry's campaign; and, (b) an October 25 meeting in Keys' office of Tonry, Zimmer, Tardo, Teel, Moffatt, Eidson and Keys; and, (c)--four $8,000 loans made on October 25 by the First Progressive Bank, through Courville, to Zimmer, Teel, Moffatt and Eidson, and the disbursement and disposition of the $32,000; and, (d) whether Zimmer, Teel, Moffatt, Eidson, Keys or Courville made any contribution to Tonry, as a public official, or candidate for Congress, for or because of any official act to be performed by him; and, (e) whether Tonry, candidate for Congress, promised any special consideration for any contributions; and, (f) communications between, and meetings of Tonry or Mumphrey with Zimmer, Reed, Teel, Moffatt, Eidson, Courville or Keys from the time on November 4 that FBI Agents interviewed Tonry, and tried to interview Zimmer, Teel, Moffatt, Eidson and Courville, and served each with a subpoena to testify before the grand jury; and, (g) preparation by Tonry and Reed on November 8 of affidavits for Zimmer, Teel, Moffatt and Eidson to present to the grand jury; and, (h) efforts made on November 4 and 5 by Tonry, Mumphrey and Zimmer to obtain $24,000 cash to reimburse Teel, Moffatt and Eidson for their three $8,000 contributions to Tonry's campaign; and, (i) whether any person had influenced or suborned Zimmer, Teel, Moffatt, Eidson, Courville or any other witness who had been, or might be, subpoenaed to appear before a grand jury to testify; and, (j) whether any person was involved in any activity, the intent or effect of which was to obstruct, delay or prevent communication of information to the grand jury; and, (k) whether any person had corruptly obstructed, or endeavored to obstruct, the due administration of justice.

(4) On January 20, 1977, the grand jury returned an indictment titled "United States of America v. Donald J. Zimmer" in Criminal Action No. 77-33[illegible], charging Zimmer with obstruction of justice, false declarations before a grand jury, and four

counts of suborning perjury; and, trial was set for April 1, 1977.

(E) Description of the Conspiracy

From November 4, 1976 through May 12, 1977, defendants Tonry and Mumphrey, in the Eastern District of Louisiana, did willfully, knowingly and unlawfully combine, conspire and agree with each other and others to corruptly influence, obstruct and impede, and to corruptly endeavor to influence, obstruct and impede, the administration of justice in the United States District Court for the Eastern District of Louisiana, in relation to (a) the investigation being conducted by a grand jury of the United States, as described in Section D hereof, and (b) the judicial proceeding titled "United States of America versus Donald J. Zimmer," Criminal Action No. 77-33A that was pending in this court from and after January 20, 1977, in violation of 18 U.S. Code, Section 1503.

(F) Objects and Purposes of the Conspiracy

The primary objects and purposes of the conspiracy were to insulate and protect Tonry and Mumphrey, as individuals, and Tonry, first as a candidate for Congress, later as congressman-elect, and finally as a Member of Congress, and Mumphrey, as chairman of Tonry's campaign for Congress, and their co-conspirators, by and through their wrongful and unlawful withholding, suppression, concealment and coverup of the knowledge, involvement and participation of defendants Tonry and Mumphrey and their co-conspirators in activities and events relating to Tonry's campaign for, and his election to, Congress, that were being investigated by the grand jury for possible violations of federal criminal laws as described in the allegations of Section D hereof which are incorporated herein by reference, and their other corrupt endeavors to influence, obstruct, impede the administration of justice, and the communication to a grand jury of, and the United States District Court for, the Eastern District of Louisiana, of truthful and accurate testimony and information that might be relevant and material to the grand jury investigation, or the judicial proceeding.

(G) Ways and Means to Accomplish Objects and Purposes of the Conspiracy

The grand jury charges, as parts of the conspiracy and among the ways and means that defendants Tonry and Mumphrey and their co-conspirators would act in furtherance of the conspiracy and to accomplish the objects and purposes thereof were:

(1) On or about November 4, 1976, Tonry and Mumphrey, and their co-conspirators, after learning that the FBI, the U.S. attorneys and the grand jury were conducting a criminal investigation into activities and events relating to Tonry's campaign for, and election to, Congress, did devise and endeavor to put into effect a corrupt scheme to influence, obstruct and impede the investigation and the administration of justice.

(2) It was a part of the scheme that Zimmer, Teel, Moffatt, Eidson and Courville would be induced, procured and suborned to provide false, evasive and misleading testimony and information to the grand jury relating to the October 25 fundraising meeting in Keys' office, when they appeared on November 4 and 5 under subpoena to the same effect as the false, evasive and misleading statements that Tonry had made to FBI agents.

(3) It was a further part of the scheme that Tonry,

Mumphrey and Zimmer would withhold, suppress, conceal and coverup truthful testimony and information relating to violations of the Federal Election Campaign Act, relating to the solicitation, making, receipt and acceptance of the four October 25, 26 illegal $8,000 campaign contributions of Zimmer, Teel, Moffatt and Eidson.

(4) After Tonry, Mumphrey and Zimmer realized from questions asked during the November 4 FBI interviews and grand jury appearance of Courville, that the federal criminal investigation was focusing on the October 25 meeting in Keys' office and the four $8,000 bank loans made that day by Zimmer, Teel, Moffatt and Eidson, then Tonry decided, and Zimmer agreed, that Tonry should obtain and deliver $24,000 cash to Zimmer so Zimmer could reimburse $8,000 to Teel, Moffatt and Eidson each. H.T.L. What about Lowell Beauff's $8,000?

How did he get the money

(5) It was a further part of the scheme that Tonry and Mumphrey would deliver $24,000 cash to Zimmer during the noon recess of his grand jury testimony on November 5 in an effort to deceive and mislead the grand jury to believe that Zimmer's false testimony was true.

(6) It became a further part of the scheme, after Tonry and Mumphrey learned from Zimmer's November 5 and 6 report to them about questions asked during his November 5 testimony before the grand jury that a tape recording of the October 25 meeting had evidently been furnished to the grand jury, that Tonry decided, and Zimmer agreed, that they would have to alter parts of the false story that they had fabricated for the testimony of Zimmer, Teel, Moffatt, Eidson and Courville during their November 4 and 5 appearances.

(7) It was a further part of the scheme that Tonry and Mumphrey would prepare, or cause to be prepared, false, evasive and misleading affidavits for execution by Zimmer, Teel, Moffatt and Eidson, and presentation to the grand jury, through the U.S. attorneys, in an attempt to deceive, mislead and influence the grand jury to accept these affidavits as recantation and correction of their false grand jury testimony on November 5.

(8) It was a further part of the continuing scheme that the presentation of these affidavits to the grand jury would have the effect of protecting Tonry and Mumphrey, and of exonerating Zimmer, Teel, Moffatt and Eidson of their perjurious testimony.

(9) It was a further part of the continuing scheme, after Zimmer was indicted on January 20, 1977, that Tonry and Mumphrey would continue their efforts to withhold, suppress, conceal and coverup the truth about the October 25, 1976 meeting and later events; that Zimmer would not contradict any of Tonry's false public denials that he received the $32,000 from Zimmer for his campaign; and, that to protect Tonry and Mumphrey, Zimmer would continue to misrepresent as being true the false story that Tonry did not know anything about the $32,000 obtained as a result of the October 25 fundraising meeting in Keys' office, and that Tonry did not receive any part of the $32,000.

So T, et al will say got 32,000

(H) Overt Acts in Furtherance of the Conspiracy

The grand jury charges that defendants Tonry and Mumphrey and their co-conspirators committed overt acts in furtherance of their conspiracy and to accomplish the objects and purposes thereof during their conspiracy, as follows:

(1) Tonry talked on the phone with Zimmer after he was served with a grand jury subpoena on November 4. Tonry learned that Courville had been subpoenaed to appear before the grand

jury that afternoon, and that Zimmer, Teel, Moffatt, Eidson and Keys had received subpoenas to testify before the grand jury the next morning.

(2) With Tonry's approval, Zimmer arranged a meeting that afternoon at the Hilton Inn in Kenner, La. for the purpose of discussing with Teel, Moffatt and Eidson what they should tell the grand jury.

(3) At this meeting, Zimmer, Teel, Moffatt and Eidson agreed, with Tonry's approval, that they should and would try to protect Tonry and themselves by giving false testimony to the effect that their $8,000 bank loans were personal loans to Zimmer, and not campaign contributions to Tonry, and that Zimmer did not deliver any of the $32,000 to Tonry.

(4) At this meeting, Zimmer talked on the phone with Tonry, who agreed to meet with Zimmer, Teel, Moffatt and Eidson that evening in the Le Pavillon Hotel in New Orleans, La. to discuss their plans to give false testimony to the grand jury.

(5) On November 4, while being interviewed by FBI agents, Tonry made numerous false statements about contributions to his campaign and the October 25 meeting in Keys' office.

Would be interesting to see interview Tonry, what did he say?

(6) At about 5:30 p.m. on November 4, Zimmer and Moffatt met at a lounge with Courville to discuss his testimony that afternoon before the grand jury. Courville told Zimmer and Moffatt that he had testified falsely to the effect that the four October 25 $8,000 loans made by his bank to Zimmer, Teel, Moffatt and Eidson were not contributions for Tonry, but were personal loans to each of them for business purposes. Zimmer urged Courville to tell the grand jury the same false story when he again testified before the grand jury the next day.

(7) That evening, Zimmer, Teel, Moffatt and Eidson met at the Le Pavillon Hotel. Tonry talked on the phone with Teel and Zimmer. He told Zimmer that he should come alone to Le Ruth's Restaurant in Gretna, La. to talk with him.

Corroborated

(8) Zimmer met with Tonry at this restaurant. He told Tonry about the plans for giving false testimony to the grand jury that he, Teel, Moffatt and Eidson had discussed at their meeting that afternoon, which were to tell the grand jury that the $24,000 realized from their three $8,000 bank loans on October 25 was loaned to Zimmer; that Zimmer retained for himself the $32,000, including the $8,000 he borrowed from the bank; and, that Tonry did not receive any of this money.

Nov. 4

(9) In this conversation, Tonry approved the plans for Zimmer, Teel, Moffatt and Eidson to give false testimony to the grand jury. And, Tonry told Zimmer that he would try to get $24,000 cash to him the next day to coincide with the false testimony.

(10) Tonry phoned the LePavillon Hotel room where Teel, Moffatt and Eidson were meeting. He spoke with Teel to reassure them that he approved their plans to tell the false story about the October 25 meeting and later events in their grand jury testimony the next day.

(11) Zimmer then left Tonry at Le Ruth's Restaurant and returned to the Le Pavillon Hotel room where he again discussed their proposed grand jury testimony with Teel, Moffatt and Eidson.

(12) On the morning of November 5, Zimmer, Teel, Moffatt and Eidson came to the federal court building to appear as witnesses before the grand jury. Defendants Tonry and Mumphrey

talked with them in the witness room near the room in which the grand jury was meeting.

(13) Later that morning, Teel testified before the grand jury. While being questioned, he made false statements, as he had agreed to do with Tonry, Zimmer, Moffatt, Eidson and Courville, to the effect that the $8,000 cashier's check that he gave Zimmer was a personal loan for which he did not expect to receive any benefit; and, that he received a promissory note from Zimmer to evidence this debt.

(14) Later that day, Moffatt testified before the grand jury. While being questioned, he made false statements, as he had agreed to do with Tonry, Zimmer, Teel, Eidson and Courville, to the effect that the $8,000 cashier's check that he gave Zimmer was a personal loan for which he did not expect to receive any benefit.

(15) Later that day, Eidson testified before the grand jury. While being questioned, he made false statements, as he had agreed to do with Tonry, Zimmer, Teel, Moffatt and Courville, to the effect that the $8,000 cashier's check that he gave to Zimmer was a personal loan for which he received a promissory note from Zimmer to evidence this debt.

(16) Later that day, Zimmer appeared before the grand jury. While being questioned, he made false statements, as he had agreed to do with Tonry, Teel, Eidson, Moffatt and Courville, to the effect that the purpose of the October 25 meeting in Keys' office was for Tonry and Zimmer to solicit political contributions up to the legal limit of $1,000; that there was no mention of any plan or effort to raise $50,000 for Tonry's campaign; that the four $8,000 bank loans made by Teel, Moffatt, Eidson and himself were personal loans for his own use; that he received and retained the entire $32,000; that none of this money was received by Tonry; and, that Tonry did not make any promises of benefits to Teel, Moffatt, Eidson or Keys.

(17) Later that day, Zimmer's testimony before the grand jury was recessed for lunch. Zimmer told Tonry about his false testimony. Tonry told Zimmer that he had $24,000 that he would give to him.

(18) Tonry and Humphrey left the courthouse with Zimmer. They walked to the Le Pavillon Hotel. While at a table in the dining room, Tonry told Zimmer, in Humphrey's presence, that he had the $24,000 cash and would give it to him.

(19) At Tonry's suggestion, Zimmer left the table. Tonry followed him into the service elevator, where Tonry removed $24,000 cash from his pockets and handed it to Zimmer.

(20) Zimmer went into the men's restroom with a man who had a metal box. Zimmer placed the $24,000 he got from Tonry in the box, put it in a paper bag, and handed it to the other man who left the hotel.

(21) After lunch, Zimmer returned to the courthouse with Tonry and Humphrey. He again testified before the grand jury, and made false statements similar to those in his earlier testimony as described in Overt Act 16.

(22) After Zimmer completed his testimony, he went into the adjoining witness room and told Tonry the substance of his false testimony. Tonry expressed his approval. Zimmer told Tonry that questions asked him indicated that the U.S. attorneys and grand jury must have a tape recording of the October 25 meeting.

(23) After leaving the courthouse, Zimmer met at Tony Angello's Restaurant in New Orleans, La. with Moffatt and Courville, with whom he discussed his false grand jury testimony.

(24) On the night of November 5, Tonry talked on the phone with Zimmer, asked him to come to his home the next morning, and urged him to come through the back entrance.

(25) On the morning of November 6, Zimmer went to Tonry's home and met with Tonry and Mumphrey. At Tonry's suggestion, the three went into the backyard to talk.

(26) Zimmer told Tonry and Mumphrey that the U.S. attorneys and grand jury indicated during his November 5 grand jury appearance that he might have an opportunity to appear before the grand jury again on November 9 to recant and correct any false statements. After discussing the situation, including the probability that federal authorities had a tape recording of the October 25 meeting, Tonry, Mumphrey and Zimmer agreed that Zimmer should try to recant and correct his false testimony in the form of an affidavit, and that parts of their false story, earlier agreed upon and testified to by Zimmer, Teel, Moffatt, Eidson and Courville, should be changed to admit that the purpose of the October 25 meeting was to raise money for Tonry's campaign; that Zimmer, Teel, Eidson and Moffatt did make their four separate $8,000 loans for contributions, through Zimmer, to Tonry's campaign, but that neither Tonry nor his campaign received any of this money; that Zimmer retained the entire $32,000 for his personal use; and, that Zimmer would deliver $8,000 to Teel, Moffatt and Eidson on November 8.

No 6

(27) At this meeting, Tonry, Mumphrey and Zimmer agreed that affidavits telling the altered false story should be prepared for Zimmer, Teel, Moffatt and Eidson to present to the grand jury, through the U.S. attorneys, on or before their appearances on November 9.

(28) On the afternoon of November 6, Zimmer met with Moffatt and talked with him about the federal investigation. Later that day, Zimmer met with Keys to find out whether Keys had destroyed a tape recording of the October 25 meeting.

(29) On November 6 and 7, Tonry and Zimmer arranged for Moffatt and Eidson, and unsuccessfully attempted to arrange for Teel, to attend a meeting with them in the law office of Bruce G. Reed on the morning of November 8 to prepare the affidavits.

GET THE BOOK

(30) At about 9:20 a.m. on November 8, Zimmer deposited in his checking account at the Broad Street Branch of the Whitney National Bank, New Orleans, La., $24,000, which included approximately $23,700 of the $24,000 cash that he received from Tonry on November 5.

(31) On the morning of November 8, Zimmer went to Teel's home, and gave him a blank promissory note that he had signed. He asked Teel to backdate the note to October 25, 1976 and to complete it because both had testified falsely on November 5 before the grand jury that Zimmer had given Teel a note for an $8,000 personal loan allegedly made to him by Teel on October 25.

(32) At about 9:30 a.m. on November 8, Tonry, Tardo, Zimmer, Moffatt, Eidson and Reed met in Reed's office. They agreed that the affidavits to be executed by Zimmer, Teel, Moffatt and Eidson should contain statements to the effect that the three October 25 $8,000 loans made by Teel, Moffatt and Eidson were personal loans to Zimmer, and not contributions to Tonry's campaign; and, that Zimmer had kept the entire $32,000, and had not delivered any of this money to Tonry. And, Tonry and Reed approved and prepared the affidavits.

11/8 IS THE TRUE STORY

(33) At this meeting, Zimmer gave Eidson a note for $8,000 backdated to October 25 because both had testified falsely during their November 5 grand jury appearances that Zimmer had given Eidson a note.

(34) At about 2 p.m. on November 8, Reed met at the Elmwood Plantation Restaurant in Harahan, La. with Zimmer, Moffatt and Eidson, and had them sign the affidavits that he and Tonry prepared.

(35) At about 4:30 p.m. that day, Reed, who represented himself to be attorney for Zimmer, Moffatt and Eidson, delivered the three signed affidavits to U.S. Attorney Gerald J. Gallinghouse for presentation to the grand jury.

(36) The Zimmer affidavit, that referred to his November 5 testimony, contained false statements to the effect that Tonry told Teel, Moffatt, Eidson and Keys at their October 25 meeting that any contributions to his campaign had to be made through his committee in compliance with federal election laws; that Tonry did not make any promises of jobs or business to any of them; that Zimmer received, cashed and kept for himself the four $8,000 cashier's checks that he, Teel, Moffatt and Eidson got at the bank; that Tonry did not know about these loans; that Zimmer kept the entire $32,000 for his personal use; and, that none of the money was received by Tonry.

(37) The affidavits prepared by Tonry and Reed for Moffatt and Eidson and the proposed affidavit prepared for Teel were identical. These affidavits contained false statements to the effect that Tonry told Zimmer, Teel, Moffatt, Eidson and Keys at their October 25 meeting that there were certain legal requirements for campaign contributions and loans; that they had to be cleared with and through his finance committee; that no promises of jobs were made by any one at the meeting; that each of them borrowed $8,000 and gave it to Zimmer, who promised to repay them; that there was no discussion of what would be done with this money; and, that if this money were to be used by Zimmer for Tonry's campaign that he would do it according to the legal requirements since Tonry had been so candid with them in explaining the legal requirements.

(38) At about 10 p.m. that night, Zimmer and Teel went to Ye Olde College Inn, New Orleans, La. They talked about the federal investigation. At this meeting, Zimmer gave Teel a check for $8,000.

(39) Later that night, Zimmer talked with Tonry on the phone, and told him about what had happened earlier that day, including, among other things, that Zimmer had used the $24,000 that Tonry gave him on November 5 for three $8,000 checks to Teel, Moffatt and Eidson.

(40) At about 9:15 a.m. on November 9, Zimmer talked with Reed in the federal courthouse. Reed offered to represent Zimmer, in addition to Moffatt and Eidson, for their scheduled grand jury appearances.

(41) On or about November 10, Tonry talked with Zimmer on the phone, and was told about the November 9 grand jury proceedings. Tonry assured Zimmer that he had done the best thing, and that everything would be all right.

(42) On November 12, Tonry was interviewed by FBI agents who were conducting a criminal investigation. Tonry, in presence of his law partners, Murphrey, his campaign manager, and D'Antonio, his campaign treasurer, made numerous false statements relating to campaign contributions and the October 25 meeting.

(43) At a press conference on January 22, Tonry made false statements to the effect that he did not receive any of the $32,000 raised at the October 25 meeting in Keys' office; and, that Zimmer retained the money until November 8 when he returned $8,000 to each of them in Reed's office.

(44) Later that day, and from time to time since, Tonry talked with Zimmer, who expressed concern about Tonry's false public statements, and asked him not to make any contrary statements.

(45) On or about January 23, Zimmer discussed his indictment with Tonry, who assured him that he would pay all his attorney fees. And, Tonry advised Zimmer that he should not tell his attorney that Zimmer gave Tonry the $32,000 raised at the October 25 meeting.

(46) When Zimmer's attorney advised him on or about January 27 that he would have to be paid a $5,000 retainer, Zimmer talked with Tonry and Mumphrey, who both reassured him that they would pay Zimmer's attorney fees.

(47) On or about March 17, Tonry assured Zimmer that he would give him $2,000 to pay his new attorney's retainer fee. On or about March 18, Tonry met with Zimmer at the Chateau Restaurant in Chalmette, La. and gave him $2,000 in 20 $100 bills to pay his attorney's fee. And, on or about March 19, Zimmer gave the $2,000 to his attorney, who did not know that Tonry had given the money to Zimmer.

(48) From time to time, up to the date of this indictment, Tonry and Mumphrey have continued their efforts to influence and discourage Zimmer from cooperating with, and telling the truth to, federal agents and attorneys in the continuing federal criminal investigation.

All in violation of 18 U. S. Code, Section 371.

* * *

COUNT 2

Promise of Benefits for Political Contributions

On or about October 25, 1976, in the Eastern District of Louisiana, defendant Richard A. Tonry, who was then a candidate for the federal office of Representative in the Congress of the United States for the First Congressional District of Louisiana in the general election to be held on November 2, 1976, did knowingly, willfully and unlawfully, directly, and indirectly through Donald J. Zimmer, promise to John T. Keys, Jr., special consideration in obtaining employment, compensation, contract, appointment and other benefits, as an attorney for federal agencies, provided for or made possible in whole or in part by an act of Congress, in the event of Tonry's election to that federal office, as consideration, favor or reward for Keys' political activity and support in the form of a campaign contribution of $8,000 to be made by Keys to him as a candidate for that federal office, in violation of 18 U.S. Code, Section 600 and Section 2.

COUNT 3

Promise of Benefits for Political Contributions

On or about October 25, 1976, in the Eastern District of Louisiana, defendant Richard A. Tonry, who was then a candidate for the federal office of Representative in the Congress of the United States for the First Congressional District of Louisiana in the general election to be held on November 2, 1976, did knowingly, willfully and unlawfully, directly, and indirectly through Donald J. Zimmer, promise to Glenn Donald Teel, special consideration in obtaining employment, compensation, contract, appointment and other benefits, relating to activities at the Michoud Assembly Facility of the National Aeronautics and Space Administration (NASA) in New Orleans, La., provided for or made possible in whole or in part by an act of Congress, in the event of Tonry's election to that federal office, as consideration, favor, or reward for Teel's political activity and support in the form of a campaign contribution of $8,000 to be made by Teel to him as a candidate for that federal office, in violation of 18 U.S. Code, Section 600 and Section 2.

COUNT 4

Promise of Benefits for Political Contributions

On or about October 25, 1976, in the Eastern District of Louisiana, defendant Richard A. Tonry, who was then a candidate for the federal office of Representative in the Congress of the United States for the First Congressional District of Louisiana in the general election to be held on November 2, 1976, did knowingly, willfully and unlawfully, directly, and indirectly through Donald J. Zimmer, promise to Donald S. Moffatt, special consideration in obtaining compensation, contract, appointment and other benefits, relating to insurance bonds on federal projects, properties and transactions, provided for or made possible in whole or in part by an act of Congress, in the event of Tonry's election to that federal office, as consideration, favor, or reward for Moffatt's political activity and support in the form of a campaign contribution of $8,000 to be made by Moffatt to him as a candidate for that federal office, in violation of 18 U.S. Code, Section 600 and Section 2.

COUNT 5

Accepting Political Contribution
in Violation of
Federal Election Campaign Act

On or about July 29, 1976, in the Eastern District of Louisiana, defendant Richard A. Tonry, who was then a candidate for the federal office of Representative in the Congress of the United States for the First Congressional District of Louisiana, and defendant John W. Mumphrey, who was then chairman of the Tonry for Congress campaign, did knowingly, willfully and unlawfully accept from Robert C. Berthelot an illegal political contribution in the sum of $18,000 to and for the benefit of defendant Tonry, as a candidate for that federal office, in violation of the Federal Election Campaign Act (2 U.S. Code, Sections 431-441 j), particularly 2 U.S. Code, Sections 441 a(f) and 441 j(a), and 18 U.S. Code, Section 2.

a loan? Get bank records.

COUNT 6

Accepting Political Contribution
in Violation of
Federal Election Campaign Act

On or about October 26, 1976, in the Eastern District of Louisiana, defendant Richard A. Tonry, who was then a candidate for the federal office of Representative in the Congress of the United States for the First Congressional District of Louisiana, and defendant John W. Mumphrey, who was then chairman of the Tonry for Congress campaign, did knowingly, willfully and unlawfully accept from Donald J. Zimmer an illegal political contribution in the sum of $8,000 to and for the benefit of defendant Tonry, as a candidate for that federal office, in violation of the Federal Election Campaign Act (2 U.S. Code, Sections 431-441 j), particularly 2 U.S. Code, Sections 441 a(f) and 441 j(a), and 18 U.S. Code, Section 2.

COUNT 7

Accepting Political Contributions
in Violation of
Federal Election Campaign Act

From on or about October 21, 1976 to on or about October 30, 1976, in the Eastern District of Louisiana, defendant Richard A. Tonry, who was then a candidate for the federal office of Representative in the Congress of the United States for the First Congressional District of Louisiana, and defendant John W. Mumphrey, who was then chairman of the Tonry for Congress campaign, did knowingly, willfully and unlawfully accept from Glenn Donald Teel illegal political contributions, which in the aggregate, totaled $17,500 to and for the benefit of defendant Tonry, as a candidate for that federal office, in violation of the Federal Election Campaign Act (2 U.S. Code, Sections 431-441 j), particularly 2 U.S. Code, Sections 441 a(f) and 441 j(a), and 18 U.S. Code, Section 2.

Where is Teel from

10/21 – 10/30 : 8000 + 9,500, where did 9,500 come from?

COUNT 8

Accepting Political Contribution in Violation of Federal Election Campaign Act

On or about October 26, 1976, in the Eastern District of Louisiana, defendant Richard A. Tonry, who was then a candidate for the federal office of Representative in the Congress of the United States for the First Congressional District of Louisiana, and defendant John W. Mumphrey, who was then chairman of the Tonry for Congress campaign, did knowingly, willfully and unlawfully accept from Donald S. Moffatt an illegal political contribution in the sum of $8,000 to and for the benefit of defendant Tonry, as a candidate for that federal office, in violation of the Federal Election Campaign Act (2 U.S. Code, Sections 431-441 j), particularly 2 U.S. Code, Sections 441 a(f) and 441 j(a), and 18 U.S. Code, Section 2.

COUNT 9

Accepting Political Contribution in Violation of Federal Election Campaign Act

On or about October 26, 1976, in the Eastern District of Louisiana, defendant Richard A. Tonry, who was then a candidate for the federal office of Representative in the Congress of the United States for the First Congressional District of Louisiana, and defendant John W. Mumphrey, who was then chairman of the Tonry for Congress campaign, did knowingly, willfully and unlawfully accept from Bobby Wayne Eidson an illegal political contribution in the sum of $8,000 to and for the benefit of defendant Tonry, as a candidate for that federal office, in violation of the Federal Election Campaign Act (2 U.S. Code, Sections 431-441 j), particularly 2 U.S. Code, Sections 441 a(f) and 441 j(a), and 18 U.S. Code, Section 2.

COUNT 10

Obstruction of Justice

(A) The allegations in sections A, B, C and D of Count 1 are incorporated herein by reference.

(B) Beginning on or about November 4, 1976 and continuing through May 12, 1977, the date of this indictment, defendant Richard A. Tonry and defendant John W. Mumphrey did knowingly, willfully, corruptly and unlawfully endeavor to influence, obstruct and impede, and did influence, obstruct and impede, the due administration of justice in the United States District Court for the Eastern District of Louisiana, in that:

(1) Defendants Tonry and Mumphrey did endeavor to influence, induce and persuade, and did influence, induce and persuade, Donald J. Zimmer, Glenn Donald Teel, Donald S. Moffatt and Bobby Wayne Eidson to give false, evasive and misleading testimony before the grand jury on November 5 to the effect

(a) that Tonry did not seek, solicit or agree to accept, at the October 25, 1976 meeting in the office of John T. Keys, Jr., any contribution from any person in excess of $1,000;

(b) that the four $8,000 loans made on October 25 at the First Progressive Bank, through Jennings L. Courville, as Executive Vice-President, by Zimmer, Teel, Moffatt and Eidson were personal loans made for the use and benefit of Zimmer;

(c) that Zimmer received and retained for himself the entire $32,000 realized from these four $8,000 loans, and that Tonry did not receive any part of the $32,000 for his campaign for Congress; and,

(d) that Tonry did not make any promise to any person at the October 25 meeting that he would use his influence or position, as a member of Congress, to obtain any benefit as consideration, favor or reward for any campaign contribution.

(2) Defendants Tonry and Mumphrey did endeavor to influence, induce and persuade, and did influence, induce and persuade, Zimmer, Moffatt and Eidson to prepare and sign false, evasive and misleading affidavits on November 8 for presentation to the grand jury, through the U. S. attorneys, the intended purpose and effect of these affidavits being to change parts of the false, evasive and misleading testimony that they gave to the grand jury during their November 5 appearances, as follows:

(a) to admit that the true purpose of the October 25 meeting in Keys' office was to raise funds for Tonry's campaign;

(b) to continue to deny the fact that Tonry made promises to Teel, Moffatt and Eidson that he would use his influence or position, as a Member of Congress, to obtain special benefits for them in consideration of their contributions to his campaign; and,

(c) to have Zimmer continue to protect Tonry by repeating his previous testimony that he received and kept for himself the entire $32,000 realized from the four $8,000 bank loans made by Zimmer, Teel, Moffatt and Eidson, and that Tonry did not receive any part of the $32,000.

(3) Defendants Tonry and Mumphrey did deliver $24,000 cash to Zimmer on November 5, 1976 for these purposes:

(a) to endeavor to deceive, mislead, influence and persuade the grand jury to believe as true and correct the false, evasive and misleading testimony of Zimmer, Teel, Moffatt and Eidson on November 5, 1976, which was to the effect that Teel, Moffatt and Eidson had each made an $8,000 personal loan to Zimmer for his own use and benefit; that Zimmer had made the $8,000 bank loan for his own use and benefit; that Zimmer had received and kept for himself the entire $32,000; and, that Tonry had not received any part of this money; and,

(b) to provide Zimmer with sufficient cash funds to enable him to reimburse $8,000 to Teel, Moffatt and Eidson each in an effort to corroborate the false, evasive and misleading testimony of Zimmer, Teel, Moffatt and Eidson to the effect that the $8,000 that Teel, Moffatt and Eidson gave to Zimmer on October 25, 1976 was for a personal loan to Zimmer, rather than a contribution to Tonry's campaign.

All in violation of 18 U. S. Code, Section 1503, and Section 2.

* * *

COUNT 11

False Declarations before Grand Jury

(1) The allegations in sections A, B and C of Count 1 are incorporated herein by reference.

(2) On November 9, 1976, defendant John W. Mumphrey appeared in person under subpoena as a witness before a duly impaneled and properly sworn grand jury of the United States District Court for the Eastern District of Louisiana.

(3) After having taken a properly administered oath before the grand jury, a competent tribunal, that he would testify truthfully, defendant Mumphrey did knowingly and unlawfully make false material declarations relating to certain points, as shown in the underlined parts of his testimony, as follows:

(a) Funds Raised at October 25, 1976 Meeting

While being questioned about his knowledge of events at the October 25, 1976 meeting of ~~[illegible]~~ Tonry and Tardo with Zimmer, Teel, Moffatt, Eidson and Keys in Keys' office, defendant Mumphrey knowingly and unlawfully testified falsely, in substance and effect on certain material matters, that he did not learn that $32,000 was raised at this meeting for the Tonry campaign until November 4, 1976, as follows:

(Page 18, Lines 6-25; Page 19, Lines 1-8)

Q Now, we have information that earlier that day Mr. Zimmer received $8,000 on a cashier's check that was cashed?

A I now know about all of that.

Q And Mr. Moffatt received $8,000 cashier's check, and endorsed it over to Mr. Zimmer; Mr. Don Teel, a similar $8,000 check and endorsed it over; Mr. Bob Edisen, an $8,000 check, endorsed it over to Mr. Zimmer; that gave Mr. Zimmer $8,000 cash as a result of the cashier's check that he cashed at the bank with Mr. Jenks Coville (spelled phonetically); then he, later in the day, cashed the other three checks at the Whitney Bank, $24,000. What happened to the $32,000?

A All right. At this time, I think it's appropriate for me to say this: I have became aware of this entire situation last Thursday night. That's Thursday night, the -- today's what, the 9th? That had to be around --

Q This is November the 4th that you are talking about, Thursday, November 4th?

A Last Thursday night, whatever that is.

Q That's Thursday, November 4th, 1976.

A Okay. Okay. . . .

* * *

(b) Financial Transactions at October 25, 1976 Meeting

While being asked about what he learned about contributions to the Tonry campaign from Tonry and others during his

inquiry into the October 25, 1976 meeting in Keys' office, defendant Mumphrey knowingly and unlawfully testified falsely, in substance and effect on certain material matters, that Teel, Moffatt, Eidson and Keys agreed to make personal loans to Tonry, who agreed to cosign notes with them at the bank, as follows:

(Page 20, Lines 17-25; Page 21, Lines 1-5)

Q Go ahead. Just tell us what you learned.

A Okay. What I learned is that at that time, the campaign contributions were discussed, that Mr. Tonry solicited campaign funds from these people, as he's done from many other people, that they said they would then make loans to Mr. Tonry. If they decided to, he then told them to -- what Mr. Tonry has told me, that they had to make the loans according to the procedures set out by the Federal Election Commission, and that is our understanding, whether it's right or wrong.

* * *

(Page 26, Lines 9-25; Page 27, Lines 1-14)

Q What was the purpose of the meeting?

A The purpose of the meeting was to raise funds, Mr. Tonry told me.

Q Funds for his campaign?

A Exactly, for his campaign.

Q For his campaign. And were any promises made of campaign funds?

A As Mr. Tonry tells me, the men said they would decide if they wanted to make the loans, and he told me he had to make the loans. The way you make the loan, the note, they sign it; they sign it and he cosigns it, and they would let him know, and he left. That's what he told me. Now, I wasn't at the meeting. I don't know exactly what went on there. I'm telling you what Mr. Tonry told me.

Q We understand.
Mr. Mumphrey, did Mr. Tonry tell you how the loans were going to be made and how the money was going to be put into his campaign fund?

A Since Thursday we've discussed that, and he told me that he understood the loans were to be made just like every loan that's on those reports. Those loans on those reports are made, signed by Tonry and deposited straight into the checking account, and usually the money is never even touched. It's never seen.

* * *

(Page 46, Lines 5-11)

Q Did Mr. Tonry tell you that he was supposed to sign notes in connection with these four $8,000 loans?

A He told me that when he left the meeting, it was his understanding that he would be advised that they had

decided to do it, what bank to go to, and sign....

* * *

(Page 47, Lines 10-16)

Q I was just asking what Mr. Tonry told you about it.

A He is (his) understanding, yes, sir, was that if the loan took place, he had to sign notes.

Q But, he didn't sign notes; did he?

A No.

* * *

(c) October 25, 1976 Luncheon Meeting

While being asked about his meeting on October 25, 1976 with Zimmer and Tonry at Kolb's Restaurant, defendant Mumphrey knowingly and unlawfully testified falsely, in substance and effect on certain material matters, that Zimmer did not tell him that he raised $32,000 or any other sum of money at the meeting earlier that day at Keys' office, and that Mumphrey did not learn of contributions to the Tonry campaign until about a week later, as follows:

(Page 9, Lines 19-25; Page 10, Lines 1-3, 9-14)

Q Do you know Donald J. Zimmer?

A Sure do.

Q Did you have lunch with Donald J. Zimmer at about 2:30 on Monday, October 25th, 1976 at Kolb's Restaurant?

A I don't know if it was 2:30, but I did have lunch with him at Kolb's on that date.
It was a Monday; wasn't it?

Q Who else was there?

A Rick Tonry.

* * *

Q Did Mr. Zimmer tell you about his having raised $32,000 earlier that day?

A No, sir.

Q Did he mention to you how much he had raised that day?

A No, sir.

* * *

(Page 51, Lines 21-25; Page 52, Lines 1-14)

Q . . . The question is: Did Mr. Tonry ask Mr. Zimmer whether or not these people agreed to the loans or had agreed to any contribution at that luncheon?

A If he did, he didn't do it in my presence.

Q Were you present all the time Mr. Zimmer was there?

A No. I walked off and went to the men's room once,

but I'm saying he didn't do it in front of me.

Q Well, did he tell you he asked him?

A No.

Q Wouldn't you think that that was strange when he said that the men made a contribution?

A Did I think what was? I didn't find out until last week. That's what I'm trying to tell you people, the truth. . . .

* * *

(d) November 5, 1976 Conversation with Zimmer

While being questioned about any conversation with Zimmer on November 5, 1976, when Zimmer testified before the grand jury, defendant Humphrey knowingly and unlawfully testified falsely, in substance and effect on certain material matters, that he had talked briefly with Zimmer in the courthouse on a lunch break, that he told Zimmer that he did not want to talk with him, and that he did not talk with him after that, except on November 6, 1976 at Tonry's house, as follows:

(Page 27, Lines 23-25; Page 28, Lines 1-25; Page 29, Lines 1-22)

Q Now, you said that you conducted an investigation of the facts and circumstances relating to the October 25th, 1976 meeting; is that correct?

A Yes, sir. Well, I'm Tonry's attorney, and I tried to inquire, because he was quite upset about it and I talked to everybody I could talk to.

Q Well, tell us about your investigation. Whom did you interview?

A I interviewed Mr. Tonry. I interviewed Mr. Tardo. I interviewed -- I didn't really interview Donald Zimmer. I spoke to Zimmer. The day he testified here I walked out in the hall. I think you had a lunch break. He told me he wanted to talk to me, began to tell me what went on. I said, "Don, I don't think I'm the person you should tell that to." So, I explained that he should hire a lawyer to handle that and not talk to me about that because I was Tonry's lawyer and he, obviously, had an adverse position in this thing. He began to talk to me even after I told him I was Tonry's attorney and that he shouldn't talk to me. He again proceeded to start the same thing. I said, "Don, I'm not the party to talk to about it." I could have interviewed Don Zimmer. I'd be violating his rights.

Q What did he want to talk to you about?

A He wanted to talk about what had gone on in this meeting and what he had done with the money and everything else, because I didn't want to talk to him about it. I then suggested -- and I think the attorney he hired he knows through me; Bruce Reed and I went to school together. I did not talk to Zimmer again after that, and I have purposely avoided talking to him since Saturday.

Q Good.
At what time Saturday did you meet with Zimmer at Rick Tonry's home?

A Sometime -- I guess I got home about one in the evening. So, it must have been 11:30, twelve o'clock, something like that.

* * *

(e) Handling of Cash Contributions

While being asked about cash contributions, defendant Mumphrey knowingly and unlawfully testified falsely, in substance and effect on certain material matters, that all cash transactions, except one, were reported, as follows:

(Page 47, Lines 17-25; Page 48, Lines 1-5)

Q Now, well, you mentioned that you received from time to time sums of cash from Rick Tonry; is that correct?

A Yes, sir.

Q What records were kept of the cash transactions?

A Every cash transaction except the last one I told you about has been reported, and I think, if you'll see, you can -- the corresponding bank deposits of the cash transaction of the reports, on every report. We have had to put in a candidate's part, if he put anything up.

* * *

(f) November 8, 1976 Meeting in Reed's Office

While being asked about his knowledge of the November 8, 1976 meeting of defendant Tonry and Tardo with Zimmer, Moffatt and Eidson in Reed's law office, defendant Mumphrey knowingly and unlawfully testified falsely, in substance and effect on certain material matters, that Tonry told him that he confirmed, at this meeting, that Zimmer had received and kept the $32,000 that Zimmer, Teel, Moffatt and Eidson borrowed at the bank after the October 25, 1976 meeting in Keys' office, and that Zimmer had led Teel, Moffatt and Eidson to believe that he had delivered the money to the Tonry campaign, as follows:

(Page 32, Lines 9-25; Page 33, Lines 1-25)

Q What did Tonry tell you as to why they met?

A He told me he went out there because it finally dawned on us what took place, and he was quite upset, and I told him as a friend and attorney that it was a dumb thing for him to do after this mess, but he did it anyway.

Q What did he tell you about who arranged the meeting?

A He didn't tell me that; I didn't ask him.

Q Did he tell you what was discussed at the meeting and what was done at the meeting?

A Not really.

Q Well, what did he tell you about the meeting? How

do you know he did attend a meeting with Edisen, Moffatt, and Zimmer?

A He told me that he went out to Bruce Reed's office to talk to Bruce Reed, to talk to Don Zimmer to find out exactly how his name had been used and what went on, and he just confirmed what we had figured out over the weekend, being that the money was given by Moffatt and the rest of those fellows to Zimmer. He kept the money, letting those people believe that we had the money. As far as, though, told specifically what happened, I don't know who he talked to. I don't know, or --

Q What did Tonry tell you Zimmer told him he had done with the money?

A I think he told me he kept the money at his house or something. Did Tonry tell me yesterday? You mean yesterday or some other time?

Q At any time.

A He told me Zimmer said he had the money at his house.

Q Did Tonry say he saw the money?

A No, sir. That subject didn't come up.

* * *

(g) Disposition of $32,000 Received by Zimmer on October 25, 1976

While being asked about what happened to the $32,000 received October 25, 1976 for the Tonry campaign by Zimmer from the four $8,000 bank loans made by Zimmer, Teel, Moffatt and Eidson, defendant Mumphrey knowingly and unlawfully testified falsely, in substance and effect on certain material matters, that Zimmer kept the money and never gave any of it to Tonry, as follows:

(Page 21, Lines 15-25; Page 22, Lines 1-14)

A . . . I have since learned that the loans were made, just like you said, that the money was given to Donald Zimmer, and that Donald Zimmer obviously kept the money because we have no record of that money. It was never given to me, Mr. Tonry, or anyone else on our campaign staff. That's what I know about it.

Q You say that you went to a meeting on the evening of Thursday, November the 4th?

A No, sir; I didn't say that.

Q I'm sorry. I thought you did.

A No. What I said is I became aware of what took place and I became aware when Richard Tonry called me to our office and says, "Something is going on about me receiving money from Donald Zimmer that I didn't receive." That's the first time I knew of a meeting, and I know why I didn't know of the meeting before, because if anybody told me that Donald Zimmer was involved in taking Dick Tonry to anywhere, I'd have exploded.

* * *

7 8 0 4 0 0 7 2 2 8 0

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

* * *

UNITED STATES OF AMERICA	*	CRIMINAL ACTION
versus	*	NO. 77-2
WILLIAM V. MC KENNA,	*	SECTION C
THOMAS L. MC CARDLE,	*	
CALVIN L. SCHENCK, JR., and	*	VIOLATIONS: 18 U.S.C. 241, 42 U.S.C. 1973(i)(e), 18 U.S.C. 1341, and 18 U.S.C. 2
GEORGE A. LE BLANC, JR.	*	

* * *

INDICTMENT FOR CONSPIRACY TO COMMIT VOTE FRAUD IN VIOLATION OF CITIZENS' RIGHTS TO AN HONEST ELECTION; FRAUDULENT VOTING AND FALSIFICATION OF ELECTION RECORDS; AND, SCHEME TO DEFRAUD BY USE OF MAILS

* * *

The Grand Jury Charges:

COUNT ONE

The Conspiracy Count

(18 U.S. Code, Section 241)

(A) The Defendants

At all times during the conspiracy, from on or about June 1, 1976 to on or about January 3, 1977, the date of this indictment:

(1) Defendant William V. McKenna resided at 2106 Munster Blvd., Chalmette, La., in Ward 4, Precinct 2 of St. Bernard Parish; and, was a supporter of the St. Bernard Parish political organization of St. Bernard Parish Sheriff John F. "Jack" Rowley, herein called the "Rowley political organization".

(2) Defendant Thomas L. McCardle resided at 3804 Campagna Drive, Chalmette, La., in Ward 4, Precinct 2 of St. Bernard Parish; and, was a supporter of the Rowley political organization.

(3) Defendant Calvin L. Schenck, Jr. resided at 2405 Despaux Drive, Chalmette, La., in Ward 4, Precinct 2; and, was a supporter of the Rowley political organization.

(4) Defendant George A. LeBlanc, Jr. resided at 2321 Despaux Drive, Chalmette, La., in Ward 4, Precinct 2 of St. Bernard Parish; and, was a supporter of the Rowley political organization.

(5) The defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., were caused to be selected and appointed as official election commissioners in Ward 4, Precinct 2 of St. Bernard Parish by Sheriff John F. "Jack" Rowley, as Chairman of the St. Bernard Parish Executive Committee, and as Chairman (or President) of the Board of Supervisors of Elections for St. Bernard Parish, to preside over and to conduct in the voting place in that precinct, the second Democratic Party primary election, on October 2, 1976, for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(6) The defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., as individuals and together, as supporters of the Rowley political organization, campaigned for an promoted the candidacy of Richard A. Tonry, as a candidate for the nomination of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of

Louisiana, whose candidacy was publicly endorsed and supported by Sheriff John F. "Jack" Rowley and the Rowley political organization.

(B) The 1976 Congressional Election

(1) On June 11, 1976, the Democratic Executive Committee for the First Congressional District of Louisiana issued a call for a primary election to nominate a candidate of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States, in accordance with applicable federal law, including Article 1, Section 2 of the Constitution of the United States, and applicable state law, including the Primary Election Law (Chapter 2 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and supplemented (LSA-R.S. 18:281-383, particularly LSA-R.S. 18:301)).

(2) The First Congressional District of Louisiana consists of the parishes of St. Tammany, St. Bernard and Plaquemines, and that portion of the Parish of Orleans comprising Wards 8, 9 and 15, Precincts 9 through 23 of Ward 4, Precincts 16 through 19 of Ward 5, Precincts 4, 5, 7, 8, 9, 9A, 10 and 15 through 42 of Ward 7, and Precincts 18 through 21 of Ward 17, in accordance with Section 1431 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and supplemented (LSA-R.S. 18:1431).

(3) On August 14, 1976, the first Democratic Party primary election was held; and, on August 21, 1976 Secretary of State Paul J. Hardy certified that the two candidates who received the greatest number of votes in the August 14, 1976 first Democratic Primary election for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana were James A. Moreau, with 38,429 votes, and Richard A. Tonry, with 18,837 votes, and also certified that the votes received by the other four candidates were as

follows: David F. Dixon, 12,659 votes; Salvadore E. Gutierrez, Jr., 10,343 votes; William T. Bergeron, 6,335 votes; and, Albert Laplace Dart, 682 votes.

(4) On October 2, 1976, the second Democratic Party primary election was held for the purpose of electing one of two candidates, either James A. Moreau or Richard A. Tonry, as the nominee of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States.

(5) The defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., served as election officials in the voting place at the Cypress Garden Gym at 2818 Blomquist Drive in Meraux, La. in Ward 4, Precinct 2 of St. Bernard Parish for the October 2, 1976 second Democratic Party primary election.

(6) Immediately after the polls closed for the October 2, 1976, second Democratic Party election, the defendant commissioners, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., as election officials in Ward 4, Precinct 2 of St. Bernard Parish, signed, under oath as to the correctness thereof, the triplicate poll lists that purportedly contained the names and ballot numbers of persons who voted, or for whom votes were cast, in that voting place; tabulated the votes from the two voting machines used in that voting place, signed, swore to, and certified the correctness of the quadruplicate tabulation sheets; deposited one of the tabulation sheets and one of the poll lists in the voting machines, and caused one of the poll lists, one of the voting machine certificates, and one of the tabulation sheets to be put in a self-addressed and stamped envelope and to be placed in the United States mails for delivery to Secretary of State Paul J. Hardy in Baton Rouge, Louisiana, and another tally sheet to be delivered to Sidney D. Torres, Clerk of Court for St. Bernard Parish, and caused another poll list and tabula-

tion sheet to be put in a self-addressed and stamped envelope and to be placed in the United States mails for delivery to Andrew P. Sanchez, as Chairman of the Democratic Executive Committee for the First Congressional District, in New Orleans, Louisiana.

(7) The defendant commissioners, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., declared, certified, and represented under oath on the poll lists and voting machine certificates that 1005 duly registered voters cast votes on the two voting machines (734 votes on Machine A-No. 20381, and 271 votes on Machine B-No. 20380) and on the tabulation sheets that 1003 duly registered voters cast votes (730 votes on Machine A-No. 20381, and 271 votes on Machine B-No. 20380, plus one absentee vote) in the voting place in Ward 4, Precinct 2 of St. Bernard Parish, in the October 2, 1976 second Democratic Party primary election for the federal office of Member of the House of Representatives of the Congress of the United States, in accordance with law, and that candidate James A. Moreau received 211 legal votes, and that candidate Richard A. Tonry received 791 legal votes.

(8) On October 8, 1976, Secretary of State Paul J. Hardy, in reliance upon the declarations, certifications, and representations as to the actual number of legal votes cast for each of the two candidates, James A. Moreau and Richard A. Tonry, in the tabulation sheets and poll lists made by the commissioners, as the election officials, who served in the voting places in the precincts in the October 2, 1976 second Democratic Party primary election, including the defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., and in performance of his ministerial duty, issued an official proclamation, in which he announced and declared the compiled results of the election to be that candidate Richard A.

Tonry received a total of 48,798 votes, or 352 votes more than the 48,446 votes received by candidate James A. Moreau, (although the tabulations of the votes shown on the voting machine counters in the First Congressional District of Louisiana indicated that candidate Richard A. Tonry actually received 48,789 votes, or only 184 votes more than the 48,605 votes received by candidate James A. Moreau) and he then caused these returns to be promulgated on October 8, 1976, in the Baton Rouge State-Times, as the official journal of the state.

(9) On October 9, 1976, the Democratic Executive Committee for the First Congressional District of Louisiana adopted a resolution in which it acknowledged receipt of a certified copy of the compilation of the election returns showing the results of the October 2, 1976 second Democratic Party primary election to be that candidate Richard A. Tonry received 48,798 votes, or a majority of the votes cast in the election, and that candidate James A. Moreau received 48,446 votes, and declaring candidate Richard A. Tonry thereby to be the nominee of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana in the general election to be held on November 2, 1976.

(10) On November 2, 1976, the general election was held for the purpose, among others, of electing one of three congressional candidates, either Richard A. Tonry, Bob Livingston or John R. Rarick, to the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(11) On November 20, 1976, Secretary of State Paul J. Hardy, in reliance on the declarations, certifications and representations as to the actual number of votes cast

in the election for each of the three candidates, as shown in the tabulation sheets certified by the commissioners, as the election officials in the voting places, and submitted by the Boards of Supervisors for Elections in the parishes in the First Congressional District, issued an official proclamation, in which he announced and declared the compiled results of the election to be that candidate Richard A. Tonry received a total of 61,652 votes, that candidate Bob Livingston received a total of 56,679 votes, and that candidate John R. Rarick received a total of 12,227 votes; and, he officially declared candidate Richard A. Tonry to be duly and legally elected to the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(12) On November 22, 1976, an official election proclamation was issued, in accordance with the General Election Law of Louisiana (Chapter 3 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and supplemented (LSA-R.S. 18:541-781, particularly LSA-R.S. 18:572)), by Edwin W. Edwards, as Governor of Louisiana, and William J. Guste, Jr., as Attorney General of Louisiana, and J. R. Nelson, as Assistant Secretary of State of Louisiana, certifying that Richard A. Tonry was duly and legally elected to represent the people of the First Congressional District of Louisiana as a Member of the House of Representatives in the 95th Congress of the United States for the term of two years, from and after January 3, 1977.

(C) Description of the Conspiracy

During the period, from on or about June 1, 1976 and continuing until on or about January 3, 1977, the date of this indictment, in the Eastern District of Louisiana and elsewhere, the defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., did willfully, knowingly and unlawfully combine, confederate, conspire and agree together with each other and other persons, some known and some unknown to the Grand Jury, to injure, oppress and interfere with the free exercise and enjoyment of the rights and privileges of the citizens of the United States, who were duly qualified registered electors and voters in the First Congressional District of the State of Louisiana, that are guaranteed and secured to them, and protected, by the Constitution and laws of the United States, including

(1) their right and privilege to a free, fair and honest election to nominate a candidate of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana in the October 2, 1976 second Democratic primary, in accordance with all applicable state and federal laws; and,

(2) their right and privilege to express by their legitimate votes their choice of a candidate for the Democratic nomination for the office of Representative in the United States Congress, and to have their legitimate votes cast, counted, recorded and certified fairly, honestly and truthfully at their full value and effect; and,

(3) their right and privilege to be represented in the House of Representatives in the 95th Congress of the United States for the term of two years, from and after January 3, 1977, by a duly and legally elected candidate who has received a majority of the legal votes cast by duly qualified electors and voters, in accordance with all applicable state and federal laws,

without their legitimate votes being impaired, diluted, discounted and nullified by false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, or caused or allowed to be cast, counted, recorded and certified, under color of law, by the defendant commissioners, as the election officials in Ward 4, Precinct 2 of St. Bernard Parish, for the primary objects and purposes of obtaining illegal votes for, and unlawfully securing the Democratic nomination of, Richard A. Tonry, for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(D) Ways and Means to Accomplish Objects and Purposes of the Conspiracy

The Grand Jury further charges, as parts of the conspiracy and among the ways and means that the defendants William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., and their co-conspirators would, and did, act in furtherance of the conspiracy and to accomplish the objects and purposes thereof, were the following:

(1) The defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr. would be, and they were, caused to be selected

and appointed as the official election commissioners in Ward 4, Precinct 2 of St. Bernard Parish by Sheriff John F. "Jack" Rowley, as the head of the Rowley political organization, and as Chairman of the St. Bernard Parish Democratic Executive Committee, and as Chairman (or President) of the Board of Supervisors of Elections for St. Bernard Parish, and they would, and they did, preside over and conduct the 1976 congressional elections in that voting place, and they would, and they did, have complete authority and control of the voting records, voting machines and voting procedures therein, and they would be able, and they were able, to put into effect and carry out a vote fraud scheme to obtain illegal votes for, and to secure the nomination and election of, Richard A. Tonry, their congressional candidate, who had been endorsed, and was being supported, by Sheriff John F. "Jack" Rowley, as head of, and the Rowley political organization, through the casting, recording, counting, tabulation, certification and promulgation of fraudulent and illegal votes.

(2) The defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., would, and did, cast votes for and in some fictitious names of nonexistent persons, and for and in the names of some real persons who were not registered to vote in Ward 4, Precinct 2 of St. Bernard Parish, and for and in the names of some persons who were registered to vote in that voting precinct but did not appear in the polling place to vote, and they would, and they did, cause fraudulent and illegal votes to be cast, recorded, counted, tabulated, certified and promulgated.

(3) The defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., would, and they did, forge the names of voters on the official registration certificates or on the poll lists for persons for whom the defendant commissioners would, and did, cast votes, and they would, and they did, falsify the poll lists to show that these persons actually voted although they had not.

(4) The defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., would, and they did, cause names of some real persons and some fictitious persons to be entered and shown on the poll lists in sufficient numbers to coincide with the number of fraudulent and illegal votes that they caused or allowed to be cast.

(5) The defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., would, and they did, tabulate all votes cast on each of the two voting machines, including the fraudulent and illegal votes that they cast, or caused to be cast, and would, and they did, falsify the total number of votes on the official tabulation sheets, poll lists and voting machine certificates.

(6) The defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., would, and they did, falsify and certify under oath the number of legal votes cast in the election and the correctness of the poll lists of persons voting at this polling place.

(7) The defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., would, and they did, place one of the falsified tally sheets, the poll lists and the compiled statement in the voting machines; and, would, and they did, cause a second set of voting records to be delivered to the Chairman of the First Congressional District Democratic Executive Committee; and, they would, and they did, cause a third set of voting records to be mailed to the Secretary of State for certification and promulgation.

(8) The defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., and their co-conspirators would, and they did, willfully, knowingly, fraudulently and unlawfully falsify,

misrepresent, conceal and cover up material facts and circumstances relating to the false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified by themselves, as the election officials in Ward 4, Precinct 2 of St. Bernard Parish in the Democratic Party primary election to be held, and held, on October 2, 1976 for the purpose of electing the nominee of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

All for the primary objects and purposes of obtaining illegal votes for, and unlawfully securing the Democratic nomination of, Richard A. Tonry, whose congressional candidacy they, and Sheriff John F. "Jack" Rowley, and the Rowley political organization, were actively and vigorously supporting, for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

* * *

for such fictitious or real persons, some of which names were entered on the poll lists in clear and readable handwriting, and some of which names were scribbled and scratched on the poll lists in unclear and unreadable handwriting, thereby falsely representing that each of these persons was a duly qualified voter who appeared in the polling place and actually cast a legal vote for himself or herself, which names appear on numbered signature lines on the poll list for Ward 4, Precinct 2 of St. Bernard Parish, that was certified under oath by the defendants, as poll commissioners and election officials in that precinct, to be a correct list of the duly qualified registered electors and voters who voted in that polling place in the October 2, 1976 federal election, as explained in the allegations in paragraphs 6 and 7 of Section B of this Count, and in attached "Exhibit A", a picture copy of the poll list that was mailed, or caused to be mailed, on October 2, 1976 by the defendants to Secretary of State Paul J. Hardy, as set forth in the allegations in paragraph 3 of Count 6 hereof, all of which allegations and contents of "Exhibit A" are incorporated herein by reference:

Overt Act	Signature Lines on Poll List	Overt Act	Signature Lines on Poll List
2	2	3	9
4	11	5	12
6	15	7	20
8	21	9	23
10	25	11	31
12	32	13	33
14	36	15	37
16	47	17	50
18	51	19	52
20	53	21	54
22	55	23	56
24	57	25	58

Overt Act	Signature Lines on Poll List	Overt Act	Signature Lines on Poll List
92	299	93	300
94	301	95	302
96	303	97	304
98	305	99	307
100	308	101	330
102	331	103	332
104	346	105	350
106	351	107	352
108	369	109	370
110	373	111	374
112	375	113	376
114	377	115	378
116	435	117	436
118	437	119	438
120	439	121	453
122	460	123	461
124	467	125	468
126	469	127	470
128	471	129	472
130	473	131	474
132	475	133	476
134	488	135	490
136	491	137	494
138	497	139	511
140	512	141	513
142	514	143	516
144	531	145	533
146	740	147	741
148	784	149	786
150	827	151	844
152	886	153	891
154	995		

Overt Acts 155-162
(8 Votes)

While serving as the official election commissioners in the voting place in Ward 4, Precinct 2 of St. Bernard Parish for the federal election on October 2, 1976, the defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., cast, recorded, counted, tabulated and certified, or caused to be cast, recorded, counted, tabulated and certified, fraudulent and illegal votes in and for the names of persons who were registerd to vote but did not appear in the polling place and vote in that election; and, the defendants wrote, or caused to be written, on the poll lists for that voting precinct, the names of such persons, thereby falsely representing that each of these persons had appeared in the polling place and cast a vote for himself or herself, as follows:

Overt Act	Name of Person For Whom Vote Was Cast	Signature Line on Poll List
155	Michael J. Adams	96
156	Mrs. Grace L. Lacassagne	117
157	William F. Osburn	210
158	Mrs. Gloria N. Ruiz	123
159	Mrs. Emeline C. Sanders	876
160	Daniel J. Saucier	510
161	Mrs. Jean B. Saucier	509
162	John W. Taylor	86

Overt Acts 163-164
(2 Votes)

While serving as the official election commissioners in the voting place in Ward 4, Precinct 2 of St. Bernard Parish for the federal election on October 2, 1976, the defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., cast, recorded, counted, tabulated and certified, or caused to be cast, recorded,

counted, tabulated and certified, fraudulent and illegal votes in and for the names of persons who were registered to vote and who cast one vote for himself or herself, or for whom another vote was cast, in that election; and, the defendants wrote, or caused to be written, on the poll lists for that voting precinct, the names of such persons, thereby falsely representing that each of these persons had appeared in the polling place and cast a vote for himself or herself, as follows:

Overt Act	Name of Person For Whom Second Vote Was Cast	Signature Line on Poll List
163	Philip J. Munch	130 and 381
164	Frederick E. Ranko	448 and 540

(165) On October 2, 1976, the defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., as the official election commissioners in Ward 4, Precinct 2 of St. Bernard Parish in the second Democratic Party primary election for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, falsified and misrepresented the voter registration certificates, poll lists, voting machine certificates, poll lists, voting machine certificates, and tabulation sheets as to the votes cast, counted, recorded, tabulated and certified for that voting precinct, as more fully set forth in paragraphs 6 and 7 of Section B of this Count, which are incorporated herein by reference.

All in violation of Section 241 of Title 18 of the United States Code.

* * *

* * *

The Substantive Counts

COUNT TWO

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code, Section 2)

Multiple Voting

On October 2, 1976, defendant William V. McKenna did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant William V. McKenna to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT THREE

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code, Section 2)

Multiple Voting

On October 2, 1976, Thomas L. McCardle did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants William V. McKenna, Calvin

L. Schenck, Jr. and George A. LeBlanc, Jr. did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Thomas L. McCardle to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT FOUR

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code, Section 2)

Multiple Voting

On October 2, 1976, defendant Calvin L. Schenck, Jr. did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants William V. McKenna, Thomas L. McCardle and George A. LeBlanc, Jr. did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Clavin L. Schenck, Jr. to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT FIVE

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code, Section 2)

Multiple Voting

On October 2, 1976, defendant George A. LeBlanc, Jr. did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member

of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants William V. McKenna, Thomas L. McCardle and Calvin L. Schenck, Jr. did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant George A. LeBlanc, Jr. to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT SIX

(18 U.S. Code, Section 1341; and 18 U.S. Code, Section 2)

Mail Fraud

(1) During the period, from on or about June 1, 1976, to on or about January 3, 1977, the date of this indictment, the defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., individually, together and with other persons, willfully, knowingly and unlawfully intended to devise, and did devise, and intended to execute, and did execute, a scheme and artifice to defraud the citizens of the United States, who were duly qualified registered electors and voters in the First Congressional District of Louisiana of (a) their right and privilege to a fair, honest and lawful election in the October 2, 1976 second Democratic primary election for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana; and, (b) their right and privilege to have their legitimate votes for the congressional candidate of their choice cast, counted, recorded and certified fairly, honestly and truthfully in accordance with all applicable state and federal laws, without their legitimate votes being impaired, diluted, discounted and nullified by false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, under color of law, by the defendants, as the poll commissioners and election officials in Ward 4, Precinct 2 of St. Bernard Parish; and, (c) their right and privilege to be represented in the House of Representatives in the 95th Congress of the United States for the term of two years, from and after January 3, 1977, by a duly and legally elected candidate who has received a majority of the legal votes cast by duly qualified registered electors and voters, in accordance with all applicable state and federal laws.

(2) The primary objects and purposes of the scheme and artifice to defraud that was devised and executed by and through the defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., were to obtain illegal votes for the congressional candidacy of Richard A. Tonry and to secure for him unlawfully, by means of false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, under color of law, by the defendant poll commissioners and election officials, the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(3) As parts of the scheme and artifice to defraud that was devised and executed by and through the defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., individually, together and with other persons, and among the ways and means used to further and accomplish the objects and purposes of the scheme and artifice to defraud, the defendants, William V. McKenna, Thomas L. McCardle, Calvin L. Schenck, Jr. and George A. LeBlanc, Jr., on or about October 2, 1976, did willfully, knowingly and unlawfully cause to be put in a self-addressed and stamped envelope and then placed in a post office or authorized depository for mail matter, for sending and delivery, by and through the mail, according to the directions on the envelope, to Honorable Paul J. Hardy, as Secretary of State of Louisiana, in Baton Rouge, Louisiana, the false and fraudulent poll list, vote tabulation sheet, and voting machine certificates for the October 2, 1976 second Democratic Party primary election returns from Ward 4, Precinct 2 of St. Bernard Parish, as more fully set forth in the allegations in paragraphs 6 and 7 of Section B of Count 1 hereof, which are incorporated herein by reference.

All in violation of Section 1341 of Title 18 of the United States Code, and Section 2 of Title 18 of the United States Code.

* * *

7 8 0 4 0 0 7 2 3 0 1

Secretary of State

POLL LIST

STATE OF LOUISIANA

Election in Ward 4 Precinct 2

Parish of St. Bernard

Prepared and Furnished by
PAUL J. HARDY
SECRETARY OF STATE

GOVERNMENT EXHIBIT 3

EXHIBIT "A"

7 8 0 4 0 0 7 2 3 0 2

No.	NAMES OF VOTERS	No.	NAMES OF VOTERS
1	[illegible]	31	[illegible]
2	[illegible]	32	[illegible]
3	[illegible]	33	[illegible]
4	[illegible]	34	[illegible]
5	[illegible]	35	[illegible]
6	[illegible]	36	[illegible]
7	Joseph A. Ferreira	37	[illegible]
8	Elizabeth A. Maguire	38	Frank E. [illegible]
9	[illegible]	39	Henri R. [illegible]
10	[illegible]	40	Archie T. [illegible]
11	[illegible]	41	Lloyd P. Masters
12	[illegible]	42	Michael R. [illegible]
13	Bill McKenna	43	B. C. Lagoni Jr.
14	[illegible]	44	[illegible]
15	[illegible]	45	[illegible]
16	Thomas J. McCarthy	46	[illegible]
17	Cathy McCarthy	47	[illegible]
18	[illegible]	48	[illegible]
19	[illegible]	49	Paul L. [illegible] Jr.
20	[illegible]	50	[illegible]
21	[illegible]	51	[illegible]
22	[illegible]	52	[illegible]
23	[illegible]	53	[illegible]
24	[illegible]	54	[illegible]
25	[illegible]	55	[illegible]
26	[illegible]	56	[illegible]
27	Clarence [illegible]	57	[illegible]
28	[illegible]	58	[illegible]
29	Alfred P. [illegible]	59	[illegible]
30	Harry G. Turner	60	[illegible]

7 8 0 4 0 0 7 2 3 0 3

No.	NAMES OF VOTERS	No.	NAMES OF VOTERS
51	[illegible]	91	Patricia D. Lapoint
52	[illegible]	92	[illegible]
53	[illegible]	93	Robert W. Patter Jr
54	[illegible]	94	Nancy R. Pugler
55	[illegible]	95	[illegible]
56	[illegible]	96	[illegible]
57	[illegible]	97	Bill [illegible]
58	[illegible]	98	Theresa Lagron
59	[illegible]	99	[illegible]
60	Elaine P. Cole	100	[illegible]
61	[illegible]	101	[illegible]
62	[illegible]	102	John [illegible]
63	[illegible]	103	[illegible]
64	[illegible]	104	[illegible]
65	Rose Mary Thibodeaux	105	[illegible]
66	[illegible]	106	[illegible]
67	August F. Martinez	107	[illegible]
68	[illegible]	108	[illegible]
69	Mrs. [illegible]	109	[illegible]
70	Daniel [illegible]	110	[illegible]
71	[illegible]	111	[illegible]
72	[illegible]	112	Emile A. Cité Sr
73	[illegible]	113	Jeanne [illegible]
74	[illegible]	114	Paul T. Lassagne
75	[illegible]	115	Rita L. Caret
76	[illegible]	116	Charles L. [illegible]
77	[illegible]	117	[illegible]
78	[illegible]	118	[illegible]
79	[illegible]	119	[illegible]
80	[illegible]	120	Tony Berm
81	[illegible]		
82	[illegible]		
83	[illegible]		
84	[illegible]		
85	[illegible]		
86	John Taylor		
87	[illegible]		
88	[illegible]		
89	Charles M. [illegible]		
90	[illegible]		

7 8 0 4 0 0 7 2 3 0 4

No.	NAMES OF VOTERS	No.	NAMES OF VOTERS
119	[illegible]	151	Allen B. Wright
120	[illegible]	152	[illegible]
121	[illegible]	153	[illegible]
122	[illegible]	154	Roma M. Julian
123	[illegible]	155	[illegible]
124	[illegible]	156	[illegible]
125	[illegible]	157	Sheldon H. Curle
126	[illegible]	158	[illegible]
127	[illegible]	159	Margaret S. Hulbert
128	[illegible]	160	[illegible]
129	Olga Camp	161	Maud Julian
130	[illegible]	162	[illegible]
131	[illegible]	163	Bernard Bristol
132	Myrtle Lawrence	164	Opal Bristol
133	Edward Lawrence	165	[illegible]
134	[illegible]	166	[illegible]
135	[illegible]	167	[illegible]
136	[illegible]	168	[illegible]
137	Robert Page	169	[illegible]
138	Bill Page	170	[illegible]
139	[illegible]	171	Joseph W. Dudley Jr.
140	[illegible]	172	[illegible]
141	[illegible]	173	[illegible]
142	[illegible]	174	Sandra L. Tiemann
143	[illegible]	175	Edward Mayer
144	Barbara Hoyt	176	Katherine R. Schlater
145	[illegible]	177	[illegible]
146	[illegible]	178	[illegible]
147	[illegible]	179	[illegible]
148	[illegible]	180	Robert Bach
149	Mary H. [illegible]		
150	Carrie B. Weeks		

7 8 0 4 0 0 7 2 3 0 5

No.	NAMES OF VOTERS	No.	NAMES OF VOTERS
181	[illegible]	211	Cecilia [illegible]
182	[illegible]	212	[illegible]
183	[illegible]	213	[illegible] Kenney
184	[illegible]	214	[illegible]
185	[illegible]	215	[illegible]
186	[illegible]	216	[illegible]
187	[illegible]	217	[illegible]
188	Maxie Reagan	218	[illegible]
189	[illegible]	219	Rachel C. Bonner
190	[illegible]	220	[illegible]
191	Grace Blackwell	221	Deanna B. Bellet
192	[illegible]	222	[illegible]
193	[illegible]	223	Eddie Odom
194	[illegible]	224	[illegible]
195	[illegible]	225	[illegible]
196	[illegible]	226	Darlene A. Kordoffe
197	[illegible]	227	[illegible]
198	[illegible]	228	[illegible]
199	[illegible]	229	James C. Cambport
200	[illegible]	230	[illegible]
201	[illegible]	231	[illegible]
202	[illegible]	232	Geraldine Gerard
203	[illegible]	233	Raymond V. Barela
204	[illegible]	234	William J. Fernandez
205	[illegible]	235	O B Broadhead
206	L. G. Adams	236	Allen R. Colombo
207	E. E. Burgard	237	[illegible]
208	[illegible]	238	[illegible]
209	[illegible]	239	Claudia M. Perry
210	[illegible]	240	Louis J. Perry Jr.

7 8 0 4 0 0 7 2 3 0 6

166
115
110

No.	NAMES OF VOTERS	No.	NAMES OF VOTERS
211	[illegible]	271	Norman MacDonald
212	[illegible]	272	Joylene MacDonald
213	Calvin Wilcox	273	April Sergeu
214	[illegible]	274	Louis B. Sergeu
215	Roger Irving	275	M. Gilchrist
216	W. J. Gorrell	276	B. Gilchrist
217	[illegible]	277	[illegible]
218	Elaine Britton	278	Joyce Cosby
219	Marie A Young	279	Louis Cosby
220	Earl Young	280	Joyce Burns
221	Mary Wechman	281	L. Hoostette
222	[illegible]	282	Allen, Sr
223	Manuel Calderara	283	Diana Talley
224	Jesse Kelley	284	Edward Talley
225	Jane Kelley	285	William Beck
226	Kelvin Irving	286	Linda Beck
227	Mira Sherwood	287	[illegible]
228	[illegible]	288	[illegible]
229	[illegible]	289	[illegible]
230	Viola Byron	290	[illegible]
231	Ezra Cornell	291	Lucy Ryan
232	Felix Mercure	292	[illegible]
233	[illegible]	293	Barbara McKeon
234	Louis W. Cornell Sr.	294	Cecile Fabia
235	~~[illegible]~~ Robin [illegible]	295	[illegible]
236	Anthony Fuller	296	Kenneth Mullen
237	Patricia Allemon	297	[illegible]
238	[illegible]	298	H. E. Sydney
239	Keith Sagrange	299	Bruce Lamont
240	Julie Sagrange	300	[illegible]

7 8 0 4 0 0 7 2 3 0 7

NAMES OF VOTERS

[illegible]

[illegible]

[illegible]

7 8 0 4 0 0 7 2 3 0 8

No.	NAMES OF VOTERS	No.	NAMES OF VOTERS
361	[illegible]	391	[illegible]
362	[illegible]	392	[illegible]
363	[illegible]	393	[illegible]
364	[illegible]	394	[illegible]
365	[illegible]	395	[illegible]
366	[illegible]	396	[illegible]
367	[illegible]	397	[illegible]
368	[illegible]	398	[illegible]
369	[illegible]	399	[illegible]
370	[illegible]	400	[illegible]
371	[illegible]	401	[illegible]
372	[illegible]	402	[illegible]
373	[illegible]	403	[illegible]
374	[illegible]	404	[illegible]
375	[illegible]	405	[illegible]
376	[illegible]	406	[illegible]
377	[illegible]	407	[illegible]
378	[illegible]	408	[illegible]
379	[illegible]	409	[illegible]
380	[illegible]	410	[illegible]
381	[illegible]	411	[illegible]
382	[illegible]	412	[illegible]
383	[illegible]	413	[illegible]
384	[illegible]	414	[illegible]
385	[illegible]	415	[illegible]
386	[illegible]	416	[illegible]
387	[illegible]	417	[illegible]
	[illegible]	418	[illegible]
389	[illegible]	419	[illegible]
390	[illegible]	420	[illegible]

7 8 0 4 0 0 7 2 3 0 2

No.	NAMES OF VOTERS	No.	NAMES OF VOTERS
121	[illegible]	148	Bernard L. Twiggs
122	[illegible]	149	Antoinette A. Twiggs
123	[illegible]	150	[illegible]
124	[illegible]	151	[illegible]
125	[illegible]	152	[illegible]
126	[illegible]	153	[illegible]
127	[illegible]	154	[illegible]
128	[illegible]	155	[illegible]
129	Raymond Rubin	156	[illegible]
130	[illegible]	157	[illegible]
131	Alfred Fowler Jr	158	Ralph A. DiPodor
132	Sharon Fowler	159	Mrs Kathlyn Burns
133	Neil M. Lisbert	160	[illegible]
134	[illegible]	161	[illegible]
135	Pamela Barrs	162	Reynolds Gladly
136	Ruth Robins	163	Sylvia Gladly
137	[illegible]	164	[illegible]
138	Patty Burge	165	[illegible]
139	Thomas Hughes	166	Walter Stein
140	[illegible]	167	B. [illegible]
141	Bernadette S. Cook	168	[illegible]
142	[illegible]	169	[illegible]
143	[illegible]	170	[illegible]
144	[illegible]	171	[illegible]
145	Earl De Neal	172	[illegible]
146	Julia E. Powell	173	[illegible]
147	[illegible]	174	[illegible]
148	[illegible]	175	[illegible]
149	Harold McMillan	176	[illegible]
150	[illegible]	177	Elizabeth A. Schroder
		178	William P. Schroder
		179	[illegible]
		180	[illegible]

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No.	Name of Voter
483	Mrs. Nancy S. Lindsey
484	Lamar Lyons
485	Mrs. Marguerite Lyons
486	[illegible]
487	Mrs. Ray L. Durett
488	Lowell Durett
489	Lena Lantrip
490	Sam Miller
491	Nathan Miller
492	Jan Oates
493	Joseph Smith
494	Garrett L. Cornelison
495	C. Lewis
496	Frank Curtis
497	Mary Jane Jones
498	A. D. Jones
499	Ralph Pluff
500	Mrs. Pauline Pounds
501	Mrs. Glenn M. Cromwell
502	Mrs. Bernice DeWitt
503	F. Hays DeWitt
504	William Albert DeWitt
505	Madeline H. Campagna
506	August Schum
507	Josephine V. Schum
508	Orville Schum
509	Jackie W. Miller
510	Mrs. [illegible] Stairing
511	Jon Knapp
512	Manny Jacome

No.	Name of Voter
513	[illegible]
514	[illegible]
515	[illegible]
516	[illegible]
517	[illegible]
518	[illegible]
519	Mrs. Janetta M. Perry
520	Raymond A. Perry
521	[illegible]
522	Roy L. Ward
523	Nancy A. Kaye
524	Ruth D. Attath
525	Lavone C. Adolph
526	Alfonse C. Mazzi
527	Mrs. Jean M. Intrieglio
528	[illegible]
529	[illegible]
530	Odie Howard
531	Carmel C. Thomas
532	Evelyn J. Riffel
533	Julian Pettis
534	Frances C. Pettis
535	Ray Grafe
536	Joseph C. Trowbridge
537	Everett J. Guerra II
538	Patricia A. Guerra
539	Mary M. Ercolanis
540	Jacquelyn A. Donnelly
	Adolfina M. Intrieglio
	Fred Ronker

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No.	Names of Voters
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

7804007231 2

No.	Names of Voters
607	[illegible]
608	[illegible]
609	[illegible]
610	[illegible]
611	[illegible]
612	[illegible]
613	[illegible]
614	[illegible]
615	[illegible]
616	[illegible]
617	[illegible]
618	[illegible]
619	[illegible]
620	[illegible]
621	[illegible]
622	[illegible]
623	[illegible]
624	[illegible]
625	[illegible]
626	[illegible]
627	[illegible]
628	[illegible]
629	[illegible]
630	[illegible]

No.	Names of Voters
631	[illegible]
632	[illegible]
633	[illegible]
634	[illegible]
635	[illegible]
636	[illegible]
637	[illegible]
638	[illegible]
639	[illegible]
640	[illegible]
641	[illegible]
642	[illegible]
643	[illegible]
644	[illegible]
645	[illegible]
646	[illegible]
647	[illegible]
648	[illegible]
649	[illegible]
650	[illegible]
651	[illegible]
652	[illegible]
653	[illegible]
654	[illegible]
655	[illegible]
656	[illegible]
657	[illegible]
658	[illegible]
659	[illegible]
660	[illegible]

7 8 0 4 0 0 7 2 3 1 3

No.	NAMES OF VOTERS	No.	NAMES OF VOTERS
661	[illegible]	693	[illegible]
662	[illegible]	694	[illegible]
663	[illegible]	695	[illegible]
664	[illegible]	696	[illegible]
665	[illegible]	697	[illegible]
666	[illegible]	698	[illegible]
667	[illegible]	699	[illegible]
668	Mrs Mary P. Robert	700	[illegible]
669	Terry A. Lipsell	701	[illegible]
670	Mrs Emma Crysto	702	[illegible]
671	Mr Lucien C. Crysto	703	[illegible]
672	Mary Ann Lorach	704	Mrs Leonard B. [illegible]
673	Mrs Lucy R. Ray	705	Leonard S. Morris
674	[illegible]	706	Marian Bellinger
675	[illegible]	707	Earl H. Bellinger
676	[illegible]	708	[illegible]
677	[illegible]	709	Dorothy White
678	[illegible]	710	[illegible]
679	Thom M. [illegible]	711	[illegible]
680	[illegible]	712	[illegible]
681	[illegible]	713	[illegible]
682	[illegible]	714	Amelia Shull
683	[illegible]	715	[illegible]
684	[illegible]	716	[illegible]
685	Anna Mae Smith	717	[illegible]
686	[illegible]	718	[illegible]
687	[illegible]	719	[illegible]
688	[illegible]	720	[illegible]
689	[illegible]		
690	Florence K. [illegible]		

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NO	NAMES OF VOTERS	NO	NAMES OF VOTERS
720	[illegible]	751	Rose Marie Johnson
721	[illegible]	752	William S Williamson
722	[illegible]	753	Joseph Simons
723	[illegible]	754	[illegible]
724	[illegible]	755	[illegible]
725	[illegible]	756	[illegible]
726	[illegible]	757	[illegible]
727	[illegible]	758	[illegible]
728	[illegible]	759	[illegible]
729	Louis H Gay	760	[illegible]
730	[illegible]	761	[illegible]
731	[illegible]	762	[illegible]
732	Terry W. Kelly	763	[illegible]
733	[illegible]	764	[illegible]
734	[illegible]	765	Helen K. Mayer
735	[illegible]	766	Opal H Sayers
736	[illegible]	767	Kathy Mayer
737	[illegible]	768	[illegible]
738	[illegible]	769	[illegible]
739	[illegible]	770	[illegible]
740	[illegible]	771	[illegible]
741	[illegible]	772	[illegible]
742	[illegible]	773	[illegible]
743	[illegible]	774	[illegible]
744	[illegible]	775	[illegible]
745	Charlene B Greta	776	[illegible]
746	[illegible]	777	[illegible]
747	[illegible]	778	[illegible]
748	[illegible]	779	[illegible]
749	[illegible]	780	[illegible]
750	[illegible]		

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No.	NAMES OF VOTERS
781	[illegible]
782	[illegible]
783	[illegible]
784	[illegible]
785	[illegible]
786	[illegible]
787	[illegible]
788	[illegible]
789	[illegible]
790	[illegible]
791	[illegible]
792	[illegible]
793	[illegible]
794	[illegible]
795	[illegible]
796	[illegible]
797	[illegible]
798	[illegible]
799	[illegible]
800	[illegible]
801	[illegible]
802	[illegible]
803	[illegible]
804	[illegible]
805	[illegible]
806	[illegible]
807	[illegible]
808	[illegible]
809	[illegible]
810	[illegible]

No.	NAMES OF VOTERS
811	[illegible]
812	[illegible]
813	[illegible]
814	[illegible]
815	[illegible]
816	[illegible]
817	[illegible]
818	[illegible]
819	[illegible]
820	[illegible]
821	[illegible]
822	[illegible]
823	[illegible]
824	[illegible]
825	[illegible]
826	[illegible]
827	[illegible]
828	[illegible]
829	[illegible]
830	[illegible]
831	[illegible]
832	[illegible]
833	[illegible]
834	[illegible]
835	[illegible]
836	[illegible]
837	[illegible]
838	[illegible]
839	[illegible]
840	[illegible]

7 8 0 4 0 0 7 2 3 1 6

No.	NAMES OF VOTERS	No.	NAMES OF VOTERS
[illegible]	[illegible]	871	[illegible]
[illegible]	[illegible]	872	[illegible]
[illegible]	[illegible]	873	[illegible]
[illegible]	[illegible]	874	[illegible]
[illegible]	[illegible]	875	[illegible]
[illegible]	[illegible]	876	[illegible]
[illegible]	[illegible]	877	[illegible]
[illegible]	[illegible]	878	[illegible]
849	[illegible]	879	[illegible]
850	[illegible]	880	[illegible]
851	[illegible]	881	Esther A. Cloutier
852	[illegible]	882	Patricia A. Cloutier
853	[illegible]	883	[illegible]
854	[illegible]	884	[illegible]
855	[illegible]	885	[illegible]
856	[illegible]	886	[illegible]
857	[illegible]	887	[illegible]
858	[illegible]	888	[illegible]
859	[illegible]	889	[illegible]
860	[illegible]	890	[illegible]
861	[illegible]	891	[illegible]
862	[illegible]	892	[illegible]
863	[illegible]	893	[illegible]
864	[illegible]	894	[illegible]
865	[illegible]	895	[illegible]
866	[illegible]	896	[illegible]
867	[illegible]	897	[illegible]
868	[illegible]	898	[illegible]
869	[illegible]	899	[illegible]
870	[illegible]	900	[illegible]

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No.	NAMES OF VOTERS	No.	NAMES OF VOTERS
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

7804007231 8

NO.	NAMES OF VOTERS	NO.	NAMES OF VOTERS
[illegible]	[illegible]	991	[illegible]
[illegible]	[illegible]	992	[illegible]
966	Mary K. Rivet	993	[illegible]
967	Johnny Rivet	994	Linda L. Richison
[illegible]	[illegible]	995	[illegible]
[illegible]	[illegible]	996	Paul Dillon
[illegible]	[illegible]	997	[illegible]
[illegible]	[illegible]	998	[illegible]
969	[illegible]	999	[illegible]
970	[illegible]	1000	[illegible]
971	Carol Vicas	1001	[illegible]
972	[illegible]	1002	[illegible]
973	John Battaglia	1003	[illegible]
974	Donald de Bouchel Jr.	1004	[illegible]
975	Joyce Beatty	1005	[illegible]
976	[illegible]	1006	
977	[illegible]	1007	
978	[illegible]	1008	
979	[illegible]	1009	
980	[illegible]	1010	
981	Bernice D. Lee	1011	
982	Carlton W. Dantes	1012	
983	Clement E. Hurstel Jr.	1013	
984	[illegible]	1014	
985	Betty Burghart	1015	
986	[illegible]	1016	
987	[illegible]	1017	
988	[illegible]	1018	
989	[illegible]	1019	
990	[illegible]	1020	

7804007231 9

We, the undersigned Commissioners of Election for Ward 4 Precinct 2

Parish of St Landry, do hereby certify that at the close of the polls, this 2 day of Oct, 1976 the total number of votes cast at said election was and that the foregoing list of persons voting at aforesaid polling place is correct.

William Kroll (Commissioner's Name (Please Print))	2106 Huster Ave (Commissioner's Address (Please Print))	William Kroll (Commissioner's Signature)
Merrill Nunez (Commissioner's Name (Please Print))	2113 Paul Dr. (Commissioner's Address (Please Print))	Merrill Nunez (Commissioner's Signature)
Thomas L. McCardle (Commissioner's Name (Please Print))	3804 Chapman Dr (Commissioner's Address (Please Print))	Thomas L. McCardle (Commissioner's Signature)
Calvin L. Schenck Sr. (Commissioner's Name (Please Print) or Clerk's Name)	2405 Despaux Dr. (Commissioner's Address (Please Print) or Clerk's Address)	Calvin L. Schenck Sr. (Commissioner's Signature or Clerk's Signature)
George LeBlanc (Commissioner's Name (Please Print))	2331 Despaux Dr (Commissioner's Address (Please Print))	George LeBlanc (Commissioner's Signature)

Sworn to and subscribed before me this 2 day of Oct, 1976

Thomas L. McCardle
(Commissioner or other Officer Administering Oath)

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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

* * *

UNITED STATES OF AMERICA	*	CRIMINAL ACTION
versus	*	NO. 76-714
JOHN J. ABRAM, JR.,	*	
		SECTION "C"
JOHN J. ABRAM, III,	*	
WALTER R. GEISER,	*	VIOLATIONS: 18 U.S.C. 241,
		42 U.S.C. 1973(i)(e),
ERWIN J. ROME, JR., and	*	18 U.S.C. 1341, and
		18 U.S.C. 2
ADDIE C. SOLDANI	*	

* * *

INDICTMENT FOR CONSPIRACY TO COMMIT VOTE FRAUD IN VIOLATION OF CITIZENS' RIGHTS TO AN HONEST ELECTION; FRAUDULENT VOTING AND FALSIFICATION OF ELECTION RECORDS; AND, SCHEME TO DEFRAUD BY USE OF MAILS

* * *

The Grand Jury Charges:

COUNT ONE

The Conspiracy Count

(18 U.S. Code, Section 241)

(A) The Defendants

At all times during the conspiracy, from on or about June 1, 1976 to on or about December 28, 1976, the date of this indictment:

(1) Defendant John J. Abram, Jr. resided at 6 Carroll Drive, Chalmette, La., in Ward 2, Precinct 4 of St. Bernard Parish; was on the payroll of St. Bernard Parish Water District No. 1; and, was a supporter of the St. Bernard Parish political organization of St. Bernard Parish Sheriff John F. "Jack" Rowley, herein called the "Rowley political organization".

(2) Defendant John J. Abram, III resided at 6 Carroll Drive, Chalmette, La., in Ward 2, Precinct 4 of St. Bernard Parish; was on the payroll of St. Bernard Parish Water District No. 1; and, was a supporter of the Rowley political

organization.

(3) Defendant Walter R. Geiser was registered on the voter rolls of St. Bernard Parish in Ward 2, Precinct 4 at 6 Carroll Drive, Chalmette, La., the address of defendants John J. Abram, Jr. and John J. Abram, III. He was married to Mrs. Deborah Abram Geiser, daughter of defendant John J. Abram, Jr. and sister of defendant John J. Abram III, who was on the payroll of Sheriff John F. "Jack" Rowley; and, he was a supporter of the Rowley political organization.

(4) Defendant Erwin J. Rome, Jr. resided at 23 Keane Drive, Chalmette, La., in Ward 2, Precinct 4 of St. Bernard Parish; was on the payroll of the St. Bernard Parish Police Jury; and, was a supporter of the Rowley political organization.

(5) Defendant Addie C. Soldani resided at 28 East Chalmette Circle, Chalmette, La., in Ward 2, Precinct 4 of St. Bernard Parish; was on the payroll of the St. Bernard Parish Police Jury; and, was a supporter of the Rowley political organization.

(6) The defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, were caused to be selected and appointed as the official election commissioners in Ward 2, Precinct 4 of St. Bernard Parish by Sheriff John F. "Jack" Rowley, as Chairman of the St. Bernard Parish Executive Committee, and as Chairman (or President) of the Board of Supervisors of Elections for St. Bernard Parish, to preside over and to conduct in the voting place in that precinct, the second Democratic Party primary election on October 2, 1976, for the federal office of Member of the Houseof Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(7) The defendants, John J. Abram, Jr., John J.

Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, as individuals and together, as supporters of the Rowley political organization, campaigned for and promoted the candidacy of Richard A. Tonry, as a candidate for the nomination of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, whose candidacy was publicly endorsed and vigorously supported by Sheriff John F. "Jack" Rowley and the Rowley political organization.

(B) The 1976 Congressional Election

(1) On June 11, 1976, the Democratic Executive Committee for the First Congressional District of Louisiana issued a call for a primary election to nominate a candidate of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States, in accordance with applicable federal law, including Article 1, Section 2 of the Constitution of the United States, and applicable state law, including the Primary Election Law (Chapter 2 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and supplemented (LSA-R.S. 18:281-383, particularly LSA-R.S. 18:301)).

(2) The First Congressional District of Louisiana consists of the parishes of St. Tammany, St. Bernard and Plaquemines, and that portion of the Parish of Orleans comprising Wards 8, 9 and 15, Precincts 9 through 23 of Ward 4, Precincts 16 through 19 of Ward 5, Precincts 4, 5, 7, 8, 9, 9A, 10 and 15 through 42 of Ward 7, and Precincts 18 through 21 of Ward 17, in accordance with Section 1431 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and supplemented (LSA-R.S. 18:1431).

(3) On August 14, 1976, the first Democratic Party primary election was held; and, on August 21, 1976 Secretary

of State Paul J. Hardy certified that the two candidates who received the greatest number of votes in the August 14, 1976 first Democratic Primary election for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana were James A. Moreau, with 38,429 votes, and Richard A. Tonry, with 18,837 votes, and also certified that the votes received by the other four candidates were as follows: David F. Dixon, 12,659 votes; Salvadore E. Gutierrez, Jr., 10,343 votes; William T. Bergeron, 6,335 votes; and, Albert Laplace Dart, 682 votes.

(4) On October 2, 1976, the second Democratic Party primary election was held for the purpose of electing one of two candidates, either James A. Moreau or Richard A. Tonry, as the nominee of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States.

(5) The commissioners who served as election officials in the voting place at the C. F. Rowley Elementary School on Madison Avenue in Chalmette, La. in Ward 2, Precinct 4 of St. Bernard Parish for the October 2, 1976 second Democratic Party primary election were the defendants, John J. Abram, Jr., John J. Abram III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani.

(6) Immediately after the polls closed for the October 2, 1976, second Democratic Party election, the defendant commissioners, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, as the election officials in Ward 2, Precinct 4 of St. Bernard Parish, signed, under oath as to the correctness thereof, the triplicate poll lists that purportedly contained the names and ballot numbers of persons who voted, or for whom votes were cast, in that voting place; tabulated the votes from the two voting machines used in that voting

place, signed, sworn to, and certified the correctness of the quadruplicate tabulation sheets; deposited one of the tabulation sheets and one of the poll lists in the voting machines, and caused one of the poll lists, one of the voting machine certificates, and one of the tabulation sheets to be put in a self-addressed and stamped envelope and to be placed in the United States mails for delivery to Secretary of State Paul J. Hardy in Baton Rouge, Louisiana, and another tally sheet to be delivered to Sidney D. Torres, Clerk of Court for St. Bernard Parish, and caused another poll list and tabulation sheet to be put in a self-addressed and stamped envelope and to be placed in the United States mails for delivery to Andrew P. Sanchez, as Chairman of the Democratic Executive Committee for the First Congressional District, in New Orleans, Louisiana.

(7) The defendant commissioners, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, declared, certified, and represented under oath on the poll lists, tabulation sheets and voting machine certificates that 496 duly registered voters cast votes on the two voting machines (386 votes on Machine A-No. 13,300, and 108 votes on Machine B-No. 13,199, plus 2 absentee votes) in the voting place in Ward 2, Precinct 4 of St. Bernard Parish, in the October 2, 1976 second Democratic Party primary election for the federal office of Member of the House of Representatives of the Congress of the United States, in accordance with law, and that candidate James A. Moreau received 126 legal votes, and that candidate Richard A. Tonry received 370 legal votes.

(8) On October 8, 1976, Secretary of State Paul J. Hardy, in reliance upon the declarations, certifications, and representations as to the actual number of legal votes cast for each of the two candidates, James A. Moreau and Richard A. Tonry, in the tabulation sheets and poll lists made by the commissioners, as the election officials, who

served in the voting places in the precincts in the October 2, 1976 second Democratic Party primary election, including the defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, and in performance of his ministerial duty, issued an official proclamation, in which he announced and declared the compiled results of the election to be that candidate Richard A. Tonry received a total of 48,798 votes, or 352 votes more than the 48,446 votes received by candidate James A. Moreau, (although the tabulations of the votes shown on the voting machine counters in the First Congressional District of Louisiana indicated that candidate Richard A. Tonry actually received 48,789 votes, or only 184 votes more than the 48,605 votes received by candidate James A. Moreau) and he then caused these returns to be promulgated on October 8, 1976, in the Baton Rouge State-Times, as the official journal of the state.

(9) On October 9, 1976, the Democratic Executive Committee for the First Congressional District of Louisiana adopted a resolution in which it acknowledged receipt of a certified copy of the compilation of the election returns showing the results of the October 2, 1976 second Democratic Party primary election to be that candidate Richard A. Tonry received 48,798 votes, or a majority of the votes cast in the election, and that candidate James A. Moreau received 48,446 votes, and declaring candidate Richard A. Tonry thereby to be the nominee of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana in the general election to be held on November 2, 1976.

(10) On November 2, 1976, the general election was held for the purpose, among others, of electing one of three congressional candidates, either Richard A. Tonry, Bob

Livingston or John R. Rarick, to the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(11) On November 20, 1976, Secretary of State Paul J. Hardy, in reliance on the declarations, certifications and representations as to the actual number of votes cast in the election for each of the three candidates, as shown in the tabulation sheets certified by the commissioners, as the election officials in the voting places, and submitted by the Boards of Supervisors for Elections in the parishes in the First Congressional District, issued an official proclamation, in which he announced and declared the compiled results of the election to be that candidate Richard A. Tonry received a total of 61,652 votes, that candidate Bob Livingston received a total of 56,679 votes, and that candidate John R. Rarick received a total of 12,227 votes; and, he officially declared candidate Richard A. Tonry to be duly and legally elected to the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(12) On November 22, 1976, an official election proclamation was issued, in accordance with the General Election Law of Louisiana (Chapter 3 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and supplemented (LSA-R.S. 18:541-781, particularly LSA-R.S. 18:572)), by Edwin W. Edwards, as Governor of Louisiana, and William J. Guste, Jr., as Attorney General of Louisiana, and J. R. Nelson, as Assistant Secretary of State of Louisiana, certifying that Richard A. Tonry was duly and legally elected to represent the people of the First Congressional District of Louisiana as a Member of the House of Representatives in the 95th Congress of the United States for the term of two years, from and after January 3, 1977.

(C) Description of the Conspiracy

During the period, from on or about June 1, 1976 and continuing until on or about December 28, 1976, the date of this indictment, in the Eastern District of Louisiana and elsewhere, the defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, did willfully, knowingly and unlawfully combine, confederate, conspire and agree together with each other and other persons, some known and some unknown to the Grand Jury, to injure, oppress and interfere with the free exercise and enjoyment of the rights and privileges of the citizens of the United States, who were duly qualified registered electors and voters in the First Congressional District of the State of Louisiana, that are guaranteed and secured to them, and protected, by the Constitution and laws of the United States, including

(1) their right and privilege to a free, fair and honest election to nominate a candidate of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana in the October 2, 1976 second Democratic primary, in accordance with all applicable state and federal laws; and,

(2) their right and privilege to express by their legitimate votes their choice of a candidate for the Democratic nomination for the office of Representative in the United States Congress, and to have their legitimate votes cast, counted, recorded and certified fairly, honestly and truthfully at their full value and effect; and,

(3) their right and privilege to be represented in the House of Representatives in the 95th Congress of the United States for the term of two years, from and after January 3, 1977, by a duly and legally elected candidate who has received a majority of the legal votes cast by duly qualified electors and voters, in accordance with all applicable state and federal laws,

without their legitimate votes being impaired, diluted, discounted and nullified by false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, or caused or allowed to be cast, counted, recorded and certified, under color of law, by the defendant commissioners, as the election officials in Ward 2, Precinct 4 of St. Bernard Parish, for the primary objects and purposes of obtaining illegal votes for, and unlawfully securing the Democratic nomination of, Richard A. Tonry, for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(D) Ways and Means to Accomplish Objects and Purposes of the Conspiracy

The Grand Jury further charges, as parts of the conspiracy and among the ways and means that the defendants John J. Abram, Jr., John J. Abram, III, Walter F. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, and their co-conspirators would, and did, act in furtherance of the conspiracy and to accomplish the objects and purposes thereof, were the following:

(1) The defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani would be, and they were, caused to be selected

and appointed as the official election commissioners in Ward 2, Precinct 4 of St. Bernard Parish by Sheriff John F. "Jack" Rowley, as the head of the Rowley political organization, and as Chairman of the St. Bernard Parish Democratic Executive Committee, and as Chairman (or President) of the Board of Supervisors of Elections for St. Bernard Parish, and they would, and they did, preside over and conduct the 1976 congressional elections in that voting place, and they would, and they did, have complete authority and control of the voting records, voting machines and voting procedures therein, and they would be able, and they were able, to put into effect and carry out a vote fraud scheme to obtain illegal votes for, and to secure the nomination and election of, Richard A. Tonry, their congressional candidate, who had been publicly endorsed, and was being actively and vigorously supported, by Sheriff John F. "Jack" Rowley, as head of, and the Rowley political organization, through the casting, recording, counting, tabulation, certification and promulgation of fraudulent and illegal votes.

(2) The defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, would, and did, cast votes for and in the names of persons who were registered to vote but did not appear in the polling place to vote, and they would, and they did, cause fraudulent and illegal votes to be cast, recorded, counted, tabulated, certified and promulgated.

(3) The defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, would, and they did, forge the names of voters on the official registration certificates in the original precinct registers for persons for whom the defendant commissioners would, and did, cast votes, and would, and did, falsify the poll lists to show that these persons actually voted although they had not.

(4) The defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, would, and they did, cause names of persons to be entered and shown on the poll lists in sufficient numbers to coincide with the number of fraudulent and illegal votes that they caused or allowed to be cast.

(5) The defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, would, and they did, tabulate all votes cast on each of the two voting machines, including the fraudulent and illegal votes that they cast, or caused to be cast, and would, and they did, falsify the total number of votes on the official tabulation sheets, poll lists and voting machine certificates.

(6) The defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, would, and they did, falsify and certify under oath the number of legal votes cast in the election and the correctness of the poll lists of persons voting at this polling place.

(7) The defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, would, and they did, place one of the falsified tally sheets, the poll lists and the compiled statement in the voting machines; and, would, and they did, cause a second set of voting records to be delivered to the Chairman of the First Congressional District Democratic Executive Committee; and, they would, and they did, cause a third set of voting records to be mailed to the Secretary of State for certification and promulgation.

(8) The defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, and their co-conspirators would, and they did, willfully, knowingly, fraudulently and unlawfully falsify,

misrepresent, conceal and cover up material facts and circumstances relating to the false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified by themselves, as the election officials in Ward 2, Precinct 4 of St. Bernard Parish in the Democratic Party primary elections to be held, and held on August 14, 1976 and October 2, 1976 for the purpose of electing the nominee of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

All for the primary objects and purposes of obtaining illegal votes for, and unlawfully securing the Democratic nomination of, Richard A. Tonry, whose congressional candidacy they, and Sheriff John F. "Jack" Rowley, and the Rowley political organization, were actively and vigorously supporting, for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

* * *

(E) Overt Acts in Furtherance of Conspiracy

The Grand Jury further charges that the defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, and their co-conspirators committed the following overt acts, among others, in furtherance of their conspiracy and to accomplish the objects and purposes thereof, relating to their authority and responsibility, as the official poll commissioners in the voting place in Ward 2, Precinct 4 of St. Bernard Parish for the second Democratic Party primary election held on October 2, 1976 for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana:

(1) At about 5:30 AM on October 2, 1976, the defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, as the official election commissioners, assumed responsibility, authority, control and operation of the voting place at the C.F. Rowley Elementary School on Madison Avenue in Chalmette, La. in Ward 2, Precinct 4 of St. Bernard Parish.

Overt Acts 2-42

While serving as the official election commissioners in the voting place in Ward 2, Precinct 4 of St. Bernard Parish for the federal election on October 2, 1976, the defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, caused a fraudulent and illegal vote to be cast, recorded, counted, tabulated, certified and promulgated in and for the names of each and all of the following persons, who were registered to vote but did not vote for themselves in that election, and the defendants forged, or caused to be forged, the purported signature of each of the following persons on his or her voter registration certificate in the precinct register; and

the defendants, as official election commissioners, falsely certified that each of these persons signed his or her voter registration certificate on that date before being permitted to vote; and, the defendants wrote, or caused to be written, on the poll lists the name of each of the following persons thereby falsely representing that each of these persons actually voted for himself or herself:

Overt Act	Name of Person for Whom Vote was Cast	Signature Line
2	Brenda L. Argiz	65
3	Mrs. Shirley G. Argiz	465
4	Mrs. Deborah P. Blache	481
5	Earl G. Blache, Jr.	480
6	Mrs. Sybil P. Blache	482
7	David L. Bourgeois	467
8	Mrs. Lorraine A. Bourgeois	468
9	Frank A. Chartier, Jr.	250
10	Joseph Collara, Sr.	395
11	Joseph Collara, Sr.	394
12	Armand De George	478
13	Mrs. Janet H. DeGeorge	479
14	Caleb S. Duckett	463
15	Mrs. Viola D. Duckett	464
16	Charles S. Estopinal	194
17	Floyd S. Geisel	456
18	Mrs. Rosalie M. Geisel	457
19	Judith A. Gioe	413
20	Pauline R. Gioe	414
21	Mrs. Louise P. Guinot	222
22	Dean E. Huettmann	452
23	Frederick M. Jarrell	477
24	Mrs. Lorene H. Jarrell	458
25	Mrs. Bonnie S. Jordan	483
26	Nolan H. Jordan	484

Overt Act	Name of Person for Whom Vote was Cast	Signature Line
27	Mrs. Shirley G. Knight	77
28	Gordon J. Kuehl	349
29	Wilbert P. Kuehl, Sr.	351
30	Wilbert P. Kuehl, Jr.	350
31	Mrs. Christine T. Landry	475
32	Bobby Miles	7
33	Josephine Polizzi	223
34	Mrs. Thelma A. Ray	94
35	Mrs. Merle A. Rivet	379
36	Mrs. Joan Dusang Rome	426
37	Mrs. Joyce L. Rome	427
38	Mrs. Estelle L. Russell	221
39	Georgia G. Ryan	486
40	Van Ryan	485
41	Linwood P. Soldani	312
42	Anthony Valenti	493

Overt Acts 43-44

While serving as the official election commissioners in the voting place in Ward 2, Precinct 4 of St. Bernard Parish for the federal election on October 2, 1976, the defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, caused a fraudulent and illegal vote to be cast, recorded, counted, tabulated, certified and promulgated in and for the names of each and both of the following persons who were registered to vote but did not vote for themselves in that election; and, the defendants, as official election commissioners, wrote, or caused to be written, on the poll lists the name of each of the following persons thereby falsely representing that each of these persons actually voted for himself or herself:

Overt Act	Name of Person for Whom Vote was Cast	Signature Line
43	Robert J. Miles	9
44	Mrs. Clara B. Valenti	494

(45) On October 2, 1976, the defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, as the official election commissioners in Ward 2, Precinct 4 of St. Bernard Parish in the second Democratic Party primary election for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, falsified and misrepresented the voter registration certificates, poll lists, voting machine certificates, poll lists, voting machine certificates, and tabulation sheets as to the votes cast, counted, recorded, tabulated and certified for that voting precinct, as more fully set forth in paragraphs 6 and 7 of Section B of this Count, which are incorporated herein by reference.

All in violation of Section 241 of Title 18 of the United States Code.

* * *

* * *

The Substantive Counts

COUNT TWO

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code Section 2)

Multiple Voting

On October 2, 1976, defendant John J. Abram, Jr. did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant John J. Abram, Jr. to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT THREE

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code Section 2)

Multiple Voting

On October 2, 1976, defendant John J. Abram, III did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants John J. Abram, Jr., Walter R.

Geiser, Erwin J. Rome, Jr. and Addie C. Soldani did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant John J. Abram, III to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT FOUR

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code Section 2)

Multiple Voting

On October 2, 1976, defendant Walter R. Geiser did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants John J. Abram, Jr., John J. Abram, III, Erwin J. Rome, Jr. and Addie C. Soldani did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Walter R. Geiser to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT FIVE

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code Section 2)

Multiple Voting

On October 2, 1976, defendant Erwin J. Rome, Jr. did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member

of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants John J. Abram, Jr., John J. Abram, III, Walter R. Geiser and Addie C. Soldani did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Erwin J. Rome, Jr. to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT SIX

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code Section 2)

Multiple Voting

On October 2, 1976, defendant Addie C. Soldani did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants John J. Abram, Jr., John J. Abram, III, Walter R. Geiser and Erwin J. Rome, Jr. did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Addie C. Soldani to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

* * *

COUNT SEVEN

(18 U.S. Code, Section 1341; and 18 U.S. Code, Section 2)

Mail Fraud

(1) During the period, from on or about June 1, 1976, to on or about December 28, 1976, the date of this indictment, the defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geisen, Erwin J. Rome, Jr. and Addie C. Soldani, individually, together and with other persons, willfully, knowingly and unlawfully intended to devise, and did devise, and intended to execute, and did execute, a scheme and artifice to defraud the citizens of the United States, who were duly qualified registered electors and voters in the First Congressional District of Louisiana of (a) their right and privilege to a fair, honest and lawful election in the October 2, 1976 second Democratic primary election for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana; and, (b) their right and privilege to have their legitimate votes for the congressional candidate of their choice cast, counted, recorded and certified fairly, honestly and truthfully in accordance with all applicable state and federal laws, without their legitimate votes being impaired, diluted, discounted and nullified by false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, under color of law, by the defendants, as the poll commissioners and election officials in Ward 2, Precinct 4 of St. Bernard Parish; and, (c) their right and privilege to be represented in the House of Representatives in the 95th Congress of the United States for the term of two years, from and after January 3, 1977, by a duly and legally elected candidate who has received a majority of the legal votes cast by duly qualified registered electors and voters, in accordance with all applicable state and federal laws.

(2) The primary objects and purposes of the scheme and artifice to defraud that was devised and executed by and through the defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, were to obtain illegal votes for the congressional candidacy of Richard A. Tonry and to secure for him unlawfully, by means of false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, under color of law, by the defendant poll commissioners and election officials, the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(3) As parts of the scheme and artifice to defraud that was devised and executed by and through the defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, individually, together and with other persons, and among the ways and means used to further and accomplish the objects and purposes of the scheme and artifice to defraud, the defendants, John J. Abram, Jr., John J. Abram, III, Walter R. Geiser, Erwin J. Rome, Jr. and Addie C. Soldani, on or about October 2, 1976, did willfully, knowingly and unlawfully cause to be put in a self-addressed and stamped envelope and then placed in a post office or authorized depository for mail matter, for sending and delivery, by and through the mail, according to the directions on the envelope, to Honorable Paul J. Hardy, as Secretary of State of Louisiana, in Baton Rouge, Louisiana, the false and fraudulent poll list, vote tabulation sheet, and voting machine certificates for the October 2, 1976 second Democratic Party primary election returns from Ward 2, Precinct 4 of St. Bernard Parish, as more fully set forth in the allegations in paragraphs 6 and 7 of Section B of Count 1 hereof, which are incorporated herein by reference.

All in violation of Section 1341 of Title 18 of the United States Code, and Section 2 of Title 18 of the United States Code.

* * *

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A TRUE BILL:

_____
F O R E M A N

_____
Gerald J. Gallinghouse
United States Attorney

_____
Robert N. Habans, Jr.
Assistant United States Attorney
Chief, Criminal Division

_____
Don M. Richard
Assistant United States Attorney

New Orleans, Louisiana
December 28, 1976

7 8 0 4 0 0 7 2 3 4 2

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

* * *

UNITED STATES OF AMERICA	*	CRIMINAL ACTION
versus	*	NO. 77-9
ROBERT C. O'BRIEN, JR.,	*	
GASPER F. GIGLIO, SR.,	*	SECTION B
ELWYN A. GAUSSIRAN,	*	VIOLATIONS: 18 U.S.C. 241, 42 U.S.C. 1973(i)(e), 18 U.S.C. 1341, and 18 U.S.C. 2
GUYTON HINES, and	*	
CHARLES A. CANGELOSI	*	

* * *

INDICTMENT FOR CONSPIRACY TO COMMIT VOTE FRAUD IN VIOLATION OF CITIZENS' RIGHTS TO AN HONEST ELECTION; FRAUDULENT VOTING AND FALSIFICATION OF ELECTION RECORDS; AND, SCHEME TO DEFRAUD BY USE OF MAILS

* * *

The Grand Jury Charges:

COUNT ONE

The Conspiracy Count

(18 U.S. Code, Section 241)

(A) The Defendants

At all times during the conspiracy, from on or about June 1, 1976 to on or about January 3, 1977, the date of this indictment:

(1) Defendant Robert C. O'Brien, Jr. resided at 2505 Gallo Drive, Chalmette, La., in Ward 4, Precinct 1 of St. Bernard Parish; was on the payroll of the St. Bernard Parish Police Jury; and, was a supporter of the St. Bernard Parish political organization of St. Bernard Parish Sheriff John F. "Jack" Rowley, herein called the "Rowley political organization".

(2) Defendant Gasper F. Giglio, Sr. resided at 2705 Charles Drive, Chalmette, La., in Ward 4, Precinct 1 of St. Bernard Parish; was on the payroll of St. Bernard Parish Water District No. 1; and, was a supporter of the Rowley political organization.

(3) Defendant Elwyn A. Gaussiran resided at 2401 Corinne Drive, Chalmette, La., in Ward 4, Precinct 1; and, he was a supporter of the Rowley political organization.

(4) Defendant Guyton Hines resided at 2329 Gallo Drive, Chalmette, La., in Ward 4, Precinct 1 of St. Bernard Parish; was on the payroll of the St. Bernard Parish Police Jury; and, was a supporter of the Rowley political organization.

(5) Defendant Charles A. Cangelosi resided at 3100 Mumphrey Road, Chalmette, La., in Ward 4, Precinct 1 of St. Bernard Parish; was on the payroll of the St. Bernard Parish Police Jury; and, was a supporter of the Rowley political organization.

(6) The defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, were caused to be selected and appointed as the official election commissioners in Ward 4, Precinct 1 of St. Bernard Parish by Sheriff John F. "Jack" Rowley, as Chairman of the St. Bernard Parish Executive Committee, and as Chairman (or President) of the Board of Supervisors of Elections for St. Bernard Parish, to preside over and to conduct in the voting place in that precinct, the second Democratic Party primary election, on October 2, 1976, for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(7) The defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, as individuals and together, as supporters of the Rowley political organization, campaigned for and promoted the candidacy of Richard A. Tonry, as a candidate for the nomination of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of

Louisiana, whose candidacy was publicly endorsed and supported by Sheriff John F. "Jack" Rowley and the Rowley political organization.

(B) The 1976 Congressional Election

(1) On June 11, 1976, the Democratic Executive Committee for the First Congressional District of Louisiana issued a call for a primary election to nominate a candidate of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States, in accordance with applicable federal law, including Article 1, Section 2 of the Constitution of the United States, and applicable state law, including the Primary Election Law (Chapter 2 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and supplemented (LSA-R.S. 18:281-383, particularly LSA-R.S. 18:301)).

(2) The First Congressional District of Louisiana consists of the parishes of St. Tammany, St. Bernard and Plaquemines, and that portion of the Parish of Orleans comprising Wards 8, 9 and 15, Precincts 9 through 23 of Ward 4, Precincts 16 through 19 of Ward 5, Precincts 4, 5, 7, 8, 9, 9A, 10 and 15 through 42 of Ward 7, and Precincts 18 through 21 of Ward 17, in accordance with Section 1431 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and supplemented (LSA-R.S. 18:1431).

(3) On August 14, 1976, the first Democratic Party primary election was held; and, on August 21, 1976 Secretary of State Paul J. Hardy certified that the two candidates who received the greatest number of votes in the August 14, 1976 first Democratic Primary election for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana were James A. Moreau, with 38,429 votes, and Richard A. Tonry, with 18,837 votes, and also certified that the votes received by the other four candidates were as

follows: David F. Dixon, 12,659 votes; Salvadore E. Gutierrez, Jr., 10,343 votes; William T. Bergeron, 6,335 votes; and, Albert Laplace Dart, 682 votes.

(4) On October 2, 1976, the second Democratic Party primary election was held for the purpose of electing one of two candidates, either James A. Moreau or Richard A. Tonry, as the nominee of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States.

(5) The commissioners who served as election officials in the voting place at the Voting Machine Warehouse at 1904 East Judge Perez Drive in Chalmette, La. in Ward 4, Precinct 1 of St. Bernard Parish for the October 2, 1976 second Democratic Party primary election were the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi.

(6) Immediately after the polls closed for the October 2, 1976, second Democratic Party election, the defendant commissioners, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, as the election officials in Ward 4, Precinct 1 of St. Bernard Parish, signed, under oath as to the correctness thereof, the triplicate poll lists that purportedly contained the names and ballot numbers of persons who voted, or for whom votes were cast, in that voting place; tabulated the votes from the two voting machines used in that voting place, signed, swore to, and certified the correctness of the quadruplicate tabulation sheets; deposited one of the tabulation sheets and one of the poll lists in the voting machines, and caused one of the poll lists, one of the voting machine certificates, and one of the tabulation sheets to be put in a self-addressed and stamped envelope and to be placed in the United States mails for delivery to Secretary of State Paul J. Hardy in Baton Rouge, Louisiana, and another tally

sheet to be delivered to Sidney D. Torres, Clerk of Court for St. Bernard Parish, and caused another poll list and tabulation sheet to be put in a self-addressed and stamped envelope and to be placed in the United States mails for delivery to Andrew P. Sanchez, as Chairman of the Democratic Executive Committee for the First Congressional District, in New Orleans, Louisiana.

(7) The defendant commissioners, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, declared, certified, and represented under oath on the poll lists, tabulation sheets and voting machine certificates that 1163 duly registered voters cast votes on the two voting machines (513 votes on Machine A-No. 20378, and 650 votes on Machine B-No. 20379) in the voting place in Ward 4, Precinct 1 of St. Bernard Parish, in the October 2, 1976 second Democratic Party primary election for the federal office of Member of the House of Representatives of the Congress of the United States, in accordance with law, and that candidate James A. Moreau received 286 legal votes, and that candidate Richard A. Tonry received 877 legal votes.

(8) On October 8, 1976, Secretary of State Paul J. Hardy, in reliance upon the declarations, certifications, and representations as to the actual number of legal votes cast for each of the two candidates, James A. Moreau and Richard A. Tonry, in the tabulation sheets and poll lists made by the commissioners, as the election officials, who served in the voting places in the precincts in the October 2, 1976 second Democratic Party primary election, including the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, and in performance of his ministerial duty, issued an official proclamation, in which he announced and declared the compiled results of the election to be that candidate Richard A.

Tonry received a total of 48,798 votes, or 352 votes more than the 48,446 votes received by candidate James A. Moreau, (although the tabulations of the votes shown on the voting machine counters in the First Congressional District of Louisiana indicated that candidate Richard A. Tonry actually received 48,789 votes, or only 184 votes more than the 48,605 votes received by candidate James A. Moreau) and he then caused these returns to be promulgated on October 8, 1976, in the Baton Rouge State-Times, as the official journal of the state.

(9) On October 9, 1976, the Democratic Executive Committee for the First Congressional District of Louisiana adopted a resolution in which it acknowledged receipt of a certified copy of the compilation of the election returns showing the results of the October 2, 1976 second Democratic Party primary election to be that candidate Richard A. Tonry received 48,798 votes, or a majority of the votes cast in the election, and that candidate James A. Moreau received 48,446 votes, and declaring candidate Richard A. Tonry thereby to be the nominee of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana in the general election to be held on November 2, 1976.

(10) On November 2, 1976, the general election was held for the purpose, among others, of electing one of three congressional candidates, either Richard A. Tonry, Bob Livingston or John R. Rarick, to the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(11) On November 20, 1976, Secretary of State Paul J. Hardy, in reliance on the declarations, certifications and representations as to the actual number of votes cast

in the election for each of the three candidates, as shown in the tabulation sheets certified by the commissioners, as the election officials in the voting places, and submitted by the Boards of Supervisors for Elections in the parishes in the First Congressional District, issued an official proclamation, in which he announced and declared the compiled results of the election to be that candidate Richard A. Tonry received a total of 61,652 votes, that candidate Bob Livingston received a total of 56,679 votes, and that candidate John R. Rarick received a total of 12,227 votes; and, he officially declared candidate Richard A. Tonry to be duly and legally elected to the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(12) On November 22, 1976, an official election proclamation was issued, in accordance with the General Election Law of Louisiana (Chapter 3 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and supplemented (LSA-R.S. 18:541-781, particularly LSA-R.S. 18:572)), by Edwin W. Edwards, as Governor of Louisiana, and William J. Guste, Jr., as Attorney General of Louisiana, and J. R. Nelson, as Assistant Secretary of State of Louisiana, certifying that Richard A. Tonry was duly and legally elected to represent the people of the First Congressional District of Louisiana as a Member of the House of Representatives in the 95th Congress of the United States for the term of two years, from and after January 3, 1977.

(C) Description of the Conspiracy

During the period, from on or about June 1, 1976 and continuing until on or about January 3, 1977, the date of this indictment, in the Eastern District of Louisiana and elsewhere, the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, did willfully, knowingly and unlawfully combine, confederate, conspire and agree together with each other and other persons, some known and some unknown to the Grand Jury, to injure, oppress and interfere with the free exercise and enjoyment of the rights and privileges of the citizens of the United States, who were duly qualified registered electors and voters in the First Congressional District of the State of Louisiana, that are guaranteed and secured to them, and protected, by the Constitution and laws of the United States, including

(1) their right and privilege to a free, fair and honest election to nominate a candidate of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana in the October 2, 1976 second Democratic primary, in accordance with all applicable state and federal laws; and,

(2) their right and privilege to express by their legitimate votes their choice of a candidate for the Democratic nomination for the office of Representative in the United States Congress, and to have their legitimate votes cast, counted, recorded and certified fairly, honestly and truthfully at their full value and effect; and,

(3) their right and privilege to be represented in the House of Representatives in the 95th Congress of the United States for the term of two years, from and after January 3, 1977, by a duly and legally elected candidate who has received a majority of the legal votes cast by duly qualified electors and voters, in accordance with all applicable state and federal laws,

without their legitimate votes being impaired, diluted, discounted and nullified by false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, or caused or allowed to be cast, counted, recorded and certified, under color of law, by the defendant commissioners, as the election officials in Ward 4, Precinct 1 of St. Bernard Parish, for the primary objects and purposes of obtaining illegal votes for, and unlawfully securing the Democratic nomination of, Richard A. Tonry, for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(D) Ways and Means to Accomplish Objects and Purposes of the Conspiracy

The Grand Jury further charges, as parts of the conspiracy and among the ways and means that the defendants Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, and their co-conspirators would, and did, act in furtherance of the conspiracy and to accomplish the objects and purposes thereof, were the following:

(1) The defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi would be, and they were, caused to be selected

and appointed as the official election commissioners in Ward 4, Precinct 1 of St. Bernard Parish by Sheriff John F. "Jack" Rowley, as the head of the Rowley political organization, and as Chairman of the St. Bernard Parish Democratic Executive Committee, and as Chairman (or President) of the Board of Supervisors of Elections for St. Bernard Parish, and they would, and they did, preside over and conduct the 1976 congressional elections in that voting place, and they would, and they did, have complete authority and control of the voting records, voting machines and voting procedures therein, and they would be able, and they were able, to put into effect and carry out a vote fraud scheme to obtain illegal votes for, and to secure the nomination and election of, Richard A. Tonry, their congressional candidate, who had been endorsed, and was being supported, by Sheriff John F. "Jack" Rowley, as head of, and the Rowley political organization, through the casting, recording, counting, tabulation, certification and promulgation of fraudulent and illegal votes.

(2) The defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, would, and did, cast votes for and in some fictitious names of nonexistent persons, and for and in the names of some real persons who were not registered to vote in Ward 4, Precinct 1 of St. Bernard Parish, and for and in the names of some persons who were registered to vote in that voting precinct but did not appear in the polling place to vote, and they would, and they did, cause fraudulent and illegal votes to be cast, recorded, counted, tabulated, certified and promulgated.

(3) The defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, would, and they did, forge the names of voters on the official registration certificates in the original precinct registers for persons for whom the defendant commissioners would, and did, cast votes, and they would, and they did, falsify the poll lists to show that these persons actually voted although they had not.

(4) The defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, would, and they did, cause names of some real persons and some fictitious persons to be entered and shown on the poll lists in sufficient numbers to coincide with the number of fraudulent and illegal votes that they caused or allowed to be cast.

(5) The defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, would, and they did, tabulate all votes cast on each of the two voting machines, including the fraudulent and illegal votes that they cast, or caused to be cast, and would, and they did, falsify the total number of votes on the official tabulation sheets, poll lists and voting machine certificates.

(6) The defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, would, and they did, falsify and certify under oath the number of legal votes cast in the election and the correctness of the poll lists of persons voting at this polling place.

(7) The defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, would, and they did, place one of the falsified tally sheets, the poll lists and the compiled statement in the voting machines; and, would, and they did, cause a second set of voting records to be delivered to the Chairman of the First Congressional District Democratic Executive Committee; and, they would, and they did, cause a third set of voting records to be mailed to the Secretary of State for certification and promulgation.

(8) The defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, and their co-conspirators would, and they did, willfully, knowingly, fraudulently and unlawfully falsify,

misrepresent, conceal and cover up material facts and circumstances relating to the false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified by themselves, as the election officials in Ward 4, Precinct 1 of St. Bernard Parish in the Democratic Party primary election to be held, and held, on October 2, 1976 for the purpose of electing the nominee of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

All for the primary objects and purposes of obtaining illegal votes for, and unlawfully securing the Democratic nomination of, Richard A. Tonry, whose congressional candidacy they, and Sheriff John F. "Jack" Rowley, and the Rowley political organization, were actively and vigorously supporting, for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

* * *

(E) Overt Acts in Furtherance of Conspiracy

The Grand Jury further charges that the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, and their co-conspirators committed the following overt acts, among others, in furtherance of their conspiracy and to accomplish the objects and purposes thereof, relating to their authority and responsibility, as the official poll commissioners in the voting place in Ward 4, Precinct 1 of St. Bernard Parish for the second Democratic Party primary election held on October 2, 1976 for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana:

(1) At about 5:30 AM on October 2, 1976, the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, as the official election commissioners, assumed responsibility, authority, control and operation of the voting place at the Voting Machine Warehouse at 1904 East Judge Perez Drive in Chalmette, La. in Ward 4, Precinct 1 of St. Bernard Parish.

Overt Acts 2-63
(62 Votes)

While serving as the official election commissioners in the voting place in Ward 4, Precinct 1 of St. Bernard Parish for the federal election on October 2, 1976, the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, cast, recorded, counted, tabulated and certified, or caused to be cast, recorded, counted, tabulated and certified, fraudulent and illegal votes in and for the fictitious names of non-existent persons, or in the names of some real persons, none of whom was registered to vote in Ward 4, Precinct 1 of

St. Bernard Parish; and, the defendants wrote or scribbled, or caused to be written or scribbled, on the poll lists for that voting precinct, names for such fictitious or real persons, some of which names were entered on the poll lists in clear and readable handwriting, and some of which names were scribbled and scratched on the poll lists in unclear and unreadable handwriting, thereby falsely representing that each of these persons was a duly qualified voter who appeared in the polling place and actually cast a legal vote for himself or herself, which names appear to be as follows:

Overt Act	Name of Person (Fictitious or Real) For Whom Vote Was Cast	Signature Line on Poll List
2	Jesse Hayes	10
3	Paul Henry	12
4	Bobby Clark (or Clomk)	13
5	Clay Bowers (or Bonura)	14
6	Clarence Andade (or Analade)	15
7	Arnold Kane	16
8	Bob Night (or Noright)	17
9	John Cland	28
10	Michel Zammit	77
11	Robert Ward (or Wand)	96
12	Gloria ?	104
13	Cathy ?	105
14	Wilkin (or Wilson) Carl (or Earl)	110
15	John Wilson	121
16	Halmy (or Henry) Pany (or Pang)	129
17	Emily (or Emile) Richard	130
18	Timothy (or Quinty) Richards	131
19	Helen Hartmann	132
20	Emily (or Emile) Hartman (or Heitman)	139
21	Walter Boackle (or Buckle)	140
22	Judith (or Janet) Holmes (or Holmese)	143
23	Andrew Care (or Clere)	144

Overt Act	Name of Person (Fictitious or Real) For Whom Vote Was Cast	Signature Line on Poll List
24	Thedore Doyle (or Dagle)	145
25	Emile Hartman (or Heutman)	159
26	Jean A. Satter (or Sotten)	167
27	August Allo	219
28	Jack (or Leck) Morlaro	226
29	Joseph Parranto (or Tarranto)	237
30	Eunice (or Ernst) Angehard	263
31	Karen Engeland	264
32	Diane Gonzales	308
33	Bessie (or Besnir) Zammit	309
34	Betty Zammitt	310
35	Bob Hyde (or Kyle)	323
36	Love (or Dave) James	325
37	John Holmes	355
38	John Clark	406
39	Marshal Oliver	412
40	William Mc Grath	416
41	Ward Denne (or Penne)	420
42	Kenneth Nichols (or Nachole)	479
43	Vince Finch	519
44	Bell (or Bill) Smith	525
45	Wilson Jacqueline	550
46	Grace Police (or Prince)	555
47	Patricia Allo	582
48	Michael Zammit	622
49	Sambura Zammit	623
50	Laura (or Louna) Dow	624
51	Joseph Stans (or Starnes)	636
52	Patricia Di Franco	681
53	Edwin Gonzales	690
54	August Allo	691

Overt Act	Name of Person (Fictitious or Real) For Whom Vote Was Cast	Signature Line on Poll List
55	Judy Commisa (or Conino)	736
56	Frank Hanggar (or Hangyan)	745
57	Lloyd P. Guidry	797
58	? ?	806
59	Samell (or Gamell) Jones (or Jonas)	833
60	Ploitra Beltoni	854
61	Germany D. Dinonni	855
62	William R. Zwanck	939
63	Allen Dolace (or Dolan)	1073

Overt Acts 64-86
(23 Votes)

While serving as the official election commissioners in the voting place in Ward 4, Precinct 1 of St. Bernard Parish for the federal election on October 2, 1976, the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, cast, recorded, counted, tabulated and certified, or caused to be cast, recorded, counted, tabulated and certified, a fraudulent and illegal vote in and for the names of persons who were registered to vote but did not appear in the polling place and vote in that election; and, the defendants wrote, or caused to be written, on the poll lists for that voting precinct, the names of such persons thereby falsely representing that each of these persons had appeared in the polling place and cast a vote for himself or herself, as follows:

Overt Act	Name of Person For Whom Vote Was Cast	Signature Line on Poll List
64	Bert Bernard	37
65	Mrs. Elodie B. Bernard	38
66	Mrs. Joyce R. Binder	46
67	Kenneth D. Boyer, Sr.	97

Overt Act	Name of Person For Whom Vote Was Cast	Signature Line on Poll List
68	Maureen F. Carney	106
69	Gerard A. Chutz	915
70	Mrs. Lavinia Magee Chutz	107
71	Cyril C. Dow	51
72	Mrs. Brenda Ann Doyle	411
73	Daniel J. Forestier, Jr.	641
74	Mrs. Doris R. Godwin	158
75	Roy J. Hammer	722
76	Richard J. Hargis, Jr.	499
77	Raymond J. Langlois	662
78	Harold J. Loga	483
79	Mrs. Josephine C. Miller	410
80	Mrs. Mary F. Munhausen	322
81	Donald W. Price	482
82	Mrs. Linda F. Talbot	618
83	Joseph G. Vojtaakovic	834
84	Thomas F. Ward	95
85	Mrs. Debra P. Zornes	354
86	John Louis Zornes	324

Overt Acts 87-92
(6 Votes)

While serving as the official election commissioners in the voting place in Ward 4, Precinct 1 of St. Bernard Parish for the federal election on October 2, 1976, the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, cast, recorded, counted, tabulated and certified, or caused to be certified, a fraudulent and illegal vote in and for the names of persons who were registered to vote but did not appear in the polling place and vote in that election; and, the defendants forged, or caused to be forged, the signature

of each of the following persons on his or her voter registration certificate in the precinct register; and, the defendants wrote, or caused to be written, on the poll lists for that voting precinct, the names of such persons thereby falsely representing that each of these persons had appeared in the polling place and cast a vote for himself or herself, as follows:

Overt Act	Name of Person For Whom Vote Was Cast	Signature Line on Poll List
87	Frank J. Cardaro	87
88	Carmella I. Geraci	682
89	Reginald G. Hines	1153
90	Anthony P. Mumphrey	660
91	Philip A. Musmeci	548
92	Shirley M. Palmisano	74

Overt Acts 93-99
(7 Votes)

While serving as the official election commissioners in the voting place in Ward 4, Precinct 1 of St. Bernard Parish for the federal election on October 2, 1976, the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, cast, recorded, counted, tabulated and certified, or caused to be cast, recorded, counted, tabulated and certified, a fraudulent and illegal vote in and for the names of persons who were registered to vote and did appear in the polling place and vote for himself or herself in that election; and, the defendants cast, or caused to be cast, a second vote for and in the names of these persons; and, the defendants wrote, or caused to be written, on the poll lists for that voting precinct, the names of such persons thereby falsely representing that each of these persons had appeared in the

polling place and cast a vote for himself or herself, as follows:

Overt Act	Name of Person For Whom Second Vote Was Cast	Signature Lines on Poll List
93	Milton J. Boackle	661 and 1019
94	Bruce S. Bynum, Jr.	692 and 885
95	James T. Love	577 and 678
96	Mrs. Pauline C. Love	576 and 679
97	Mrs. Elaine B. Musmeci	49 and 728
98	Philip A. Musmeci	50 and 548
99	Mrs. Doris W. Warren	584 and 1042

Overt Acts 100-106
(7 Votes)

While serving as the official election commissioners in the voting place in Ward 4, Precinct 1 of St. Bernard Parish for the federal election on October 2, 1976, the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, cast, recorded, counted, tabulated and certified, or caused to be cast, recorded, counted, tabulated and certified, a fraudulent and illegal vote in and for the names of persons who were not registered to vote in Ward 4, Precinct 1 of St. Bernard Parish, but were registered to vote in other precincts; and, the defendants instructed each of these persons to sign the poll lists in Ward 4, Precinct 1, as if he or she were voting in that precinct, and then to go to the polling place in his or her own precinct to cast his or her vote; and, the defendants wrote, or caused to be written, on the poll lists for that voting precinct, the names of such persons thereby falsely representing that each of these persons had appeared in the polling place and cast a vote for himself or herself, as follows:

Overt Act	Name of Person For Whom Vote Was Cast	Signature Line on Poll List
100	Harold Crowson, Jr. (Voted in Ward 3, Precinct 4: Poll list line 161)	210
101	Arthur L. Leiter (Voted in Ward 5, Precinct 2: Poll list line 429)	348
102	Mrs. Gwen Samples (Not registered to vote)	451
103	John R. Samples (Voted in Ward 5, Precinct 2: Poll list line 382)	452
104	Philip Ramos, Jr. (Voted in Ward 3, Precinct 6: Poll list line 401)	545
105	Jennie M. Ramos (Voted in Ward 3, Precinct 6: Poll list line 402)	546
106	Lloyd P. Guidry (Voted in Ward 4, Precinct 2: Poll list line 713)	797

Overt Acts 107-109
(3 Votes)

While serving as the official election commissioners in the voting place in Ward 4, Precinct 1 of St. Bernard Parish for the federal election on October 2, 1976, the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, cast, recorded, counted, tabulated and certified, or caused to be cast, recorded, counted, tabulated and certified, three fraudulent and illegal votes in and for the name of Mrs. Karen D. Talbot, who was registered to vote in Ward 4, Precinct 1 of St. Bernard Parish but did not appear in the polling place and vote in that election; and, the defendants forged, or caused to be forged, the signature of Mrs. Karen D. Talbot on her voter registration certificate in the precinct register; and, the defendants wrote, or caused to be written, on the poll lists for that voting precinct, three times the name of Mrs. Karen D. Talbot, thereby falsely

representing that she had appeared in the polling place and cast a vote for herself, and that she was entitled to vote each of the three times that her name was entered on the poll lists, as follows:

Overt Act	Name of Person For Whom Vote Was Cast	Signature Line on Poll List
107	"Karen Talbot"	75
108	"Talbot Karen"	634
109	"Karen Talbot"	836

(110) On October 2, 1976, the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, as the official election commissioners in Ward 4, Precinct 1 of St. Bernard Parish in the second Democratic Party primary election for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, falsified and misrepresented the voter registration certificates, poll lists, voting machine certificates, poll lists, voting machine certificates, and tabulation sheets as to the votes cast, counted, recorded, tabulated and certified for that voting precinct, as more fully set forth in paragraphs 6 and 7 of Section B of this Count, which are incorporated herein by reference.

All in violation of Section 241 of Title 18 of the United States Code.

* * *

* * *

The Substantive Counts

COUNT TWO

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code Section 2)

Multiple Voting

On October 2, 1976, defendant Robert C. O'Brien, Jr. did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Robert C. O'Brien, Jr. to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT THREE

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code Section 2)

Multiple Voting

On October 2, 1976, defendant Gasper F. Giglio, Sr. did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants Robert C. O'Brien, Jr., Elwyn

A. Gaussiran, Guyton Hines and Charles A. Cangelosi did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Gasper F. Giglio, Sr. to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT FOUR

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code Section 2)

Multiple Voting

On October 2, 1976, defendant Elwyn A. Gaussiran did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Guyton Hines and Charles A. Cangelosi did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Elwyn A. Gaussiran to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT FIVE

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code Section 2)

Multiple Voting

On October 2, 1976, defendant Guyton Hines did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member

of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran and Charles A. Cangelosi did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Guyton Hines to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT SIX

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code Section 2)

Multiple Voting

On October 2, 1976, defendant Charles A. Cangelosi did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran and Guyton Hines did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Charles A. Cangelosi to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

* * *

COUNT SEVEN

(18 U.S. Code, Section 1341; and 18 U.S. Code, Section 2)

Mail Fraud

(1) During the period, from on or about June 1, 1976, to on or about January 3, 1977, the date of this indictment, the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, individually, together and with other persons, willfully, knowingly and unlawfully intended to devise, and did devise, and intended to execute, and did execute, a scheme and artifice to defraud the citizens of the United States, who were duly qualified registered electors and voters in the First Congressional District of Louisiana of (a) their right and privilege to a fair, honest and lawful election in the October 2, 1976 second Democratic primary election for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana; and, (b) their right and privilege to have their legitimate votes for the congressional candidate of their choice cast, counted, recorded and certified fairly, honestly and truthfully in accordance with all applicable state and federal laws, without their legitimate votes being impaired, diluted, discounted and nullified by false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, under color of law, by the defendants, as the poll commissioners and election officials in Ward 4, Precinct 1 of St. Bernard Parish; and, (c) their right and privilege to be represented in the House of Representatives in the 95th Congress of the United States for the term of two years, from and after January 3, 1977, by a duly and legally elected candidate who has received a majority of the legal votes cast by duly qualified registered electors and voters, in accordance with all applicable state and federal laws.

(2) The primary objects and purposes of the scheme and artifice to defraud that was devised and executed by and through the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, were to obtain illegal votes for the congressional candidacy of Richard A. Tonry and to secure for him unlawfully, by means of false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, under color of law, by the defendant poll commissioners and election officials, the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(3) As parts of the scheme and artifice to defraud that was devised and executed by and through the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, individually, together and with other persons, and among the ways and means used to further and accomplish the objects and purposes of the scheme and artifice to defraud, the defendants, Robert C. O'Brien, Jr., Gasper F. Giglio, Sr., Elwyn A. Gaussiran, Guyton Hines and Charles A. Cangelosi, on or about October 2, 1976, did willfully, knowingly and unlawfully cause to be put in a self-addressed and stamped envelope and then placed in a post office or authorized depository for mail matter, for sending and delivery, by and through the mail, according to the directions on the envelope, to Honorable Paul J. Hardy, as Secretary of State of Louisiana, in Baton Rouge, Louisiana, the false and fraudulent poll list, vote tabulation sheet, and voting machine certificates for the October 2, 1976 second Democratic Party primary election returns from Ward 4, Precinct 1 of St. Bernard Parish, as more fully set forth in the allegations in paragraphs 6 and 7 of Section B of Count 1 hereof, which are incorporated herein by reference.

All in violation of Section 1341 of Title 18 of the United States Code, and Section 2 of Title 18 of the United States Code.

* * *

A TRUE BILL:

_____
F O R E M A N

_____
Gerald J. Gallinghouse
United States Attorney

_____
Cornelius R. Heusel
First Assistant United States Attorney

_____
Robert N. Habans, Jr.
Assistant United States Attorney
Chief, Criminal Division

_____
Don M. Richard
Assistant United States Attorney

New Orleans, Louisiana
January 3, 1977

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FEDERAL ELECTION
COMMISSION

UNITED STATES DISTRICT COURT

U. S. DISTRICT COURT
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EASTERN DISTRICT OF LOUISIANA

EASTERN DISTRICT OF LOUISIANA

FILED
NELSON B. JONES

* * *

UNITED STATES OF AMERICA	*	CRIMINAL ACTION
	*	NO. 77-33
versus	*	SECTION
	*	
DONALD J. ZIMMER	*	VIOLATIONS: 18 U.S.C. 1503, 1622 and 1623

* * *

SECTION A

INDICTMENT FOR OBSTRUCTION OF JUSTICE,
FALSE DECLARATIONS BEFORE GRAND JURY, AND
SUBORNATION OF PERJURY

* * *

The Grand Jury Charges:

COUNT ONE

Obstruction of Justice

(18 U.S. Code, Section 1503)

(1) From on or about November 4, 1976 through January 20, 1977, the date of this indictment, a Grand Jury of the United States, duly impaneled and sworn in the United States District Court for the Eastern District of Louisiana, was conducting an investigation into activities, events, transactions, matters, facts and circumstances relating to the political campaigns, and the August 14 and October 2, 1976 primary elections and the November 2, 1976 general election, for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(2) The primary purposes of the Grand Jury investigation were (a) to obtain and develop essential information, and to discover and ascertain the truth, concerning activities, events, transactions, matters, facts and circumstances relating to these political campaigns and the elections; and,

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(b) to determine whether any person or persons had committed, in the Eastern District of Louiaiana, any provable violations of the criminal laws of the United States, including, among others, Title 18 United States Code, Section 201 (bribery of public officials), Sections 241 and 242 (denial of civil rights by vote fraud), Section 371 (conspiracy to commit offenses against the United States), Sections 599 and 600 (promises of appointment, employment or other benefits for political activity), Section 1001 (false, fictitious or fraudulent statements to any department or agency of the United States), Section 1014 (false statements to federally insured banks), Section 1341 (mail fraud), Section 1503 (obstruction of justice), Section 1510 (obstruction of criminal investigation), Section 1622 (subornation of perjury), and Section 1623 (false declarations before Grand Jury); and, Title 42 United States Code, Section 1973 (i)(e) (multiple voting); and, Title 2 United States Code, Sections 441-f, 441-g and 441-j (illegal political contributions to campaign for federal office); and, (c) to discover, obtain and develop evidence pertaining to any federal criminal violations through the testimony of witnesses and the production of documents before the Grand Jury.

(3) The parties whose names are mentioned in this indictment are identified as follows:

(a) The defendant Donald J. Zimmer (herein called "Zimmer") is an architect who resides and does business at 3229 Napoleon Avenue, New Orleans, La. At all material times herein, he was a close associate and active political supporter of, and substantial fundraiser for, Richard A. Tonry in his 1976 congressional campaign.

(b) Glenn Don Teel (herein called "Teel") is an engineer who resides at 901 Zinnia Street, and does business at 701 Papworth Avenue, Metairie, La.

(c) Donald S. Moffatt (herein called

"Moffatt") is an insurance executive who resides at 5024 Bissonet Drive, and does business at 2701 Houma Boulevard, Metairie, La.

(d) Bobby Wayne Eidson (herein called "Eidson") is the owner and operator of a chemical supplies business, who resides and does business at 4605 Lake Avenue, Metairie, La.

(e) Jennings Leo Courville (herein called "Courville") is the Executive Vice-President of the First Progressive Bank, 1501 Veterans Memorial Boulevard, Metairie, La., and resides at 1816 Bullard Avenue, Metairie, La.

(f) John T. Keys, Jr. (herein called "Keys") is an attorney who resides at 77 Chateau Palmer, Kenner, La., and has a law office at 2701 Houma Boulevard, Metairie, La.

(g) Ronald S. Tardo (herein called "Tardo") who resides at 1601 Schnell Drive, Arabi, La., was a close associate of, and served as a Legislative Assistant for, Richard A. Tonry, and was an active political supporter in his 1976 campaign for the United States Congress.

(h) Richard A. Tonry (herein called "Tonry") is an attorney who resides at 1816 Aycock Street, Arabi, La. with a law office at 9061 West Judge Perez Drive, Chalmette, La. He was a member of the Louisiana House of Representatives from District 103, and was a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana in the August 14 and October 2, 1976 Democratic Party primary elections and the November 2, 1976 general election. On or about January 5, 1977, he was installed, and is now serving in that federal office.

(4) From on or about November 4, 1976 through January 20, 1977, the date of this indictment, the defendant Donald J. Zimmer, willfully, knowingly and unlawfully, did corruptly endeavor to influence, obstruct and impede the due

administration of justice, in the United States District Court for the Eastern District of Louisiana, through various ways and means, including a scheme that he devised on or about November 4, 1976 and communicated to four other material witnesses, among others, immediately after being served by Special Agents of the Federal Bureau of Investigation with subpoenaes to appear and testify before the Grand Jury.

(5) The design, intention and purposes of the scheme devised by defendant Zimmer to influence, obstruct, impede and interfere with the due administration of justice, and the lawful functions of the Grand Jury, were to delay and prevent the communication to the Grand Jury of truthful testimony and other information that was, or might be, relevant and material to one or more of the activities, events, transactions, matters, facts and circumstances that were being investigated by the Grand Jury, by and through (a) the giving to the Grand Jury of false, evasive and misleading testimony and other information by other material witnesses and himself; (b) the preparation of false, fictitious and fraudulent documents and records by himself and others for presentation to the Grand Jury; and, (c) the withholding, suppression, concealment and coverup of truthful testimony, information and evidence relating to activities, events, transactions, matters, facts and circumstances that involved, directly or indirectly, possible violations of federal criminal laws.

(6) As parts of his scheme, and in furtherance of his endeavor to influence, obstruct or impede the due administration of justice by and through the Grand Jury, defendant Zimmer was involved or participated in a series of acts and transactions, among others, during the period from on or about November 4, 1976 through January 20, 1977, as follows:

(a) On the morning of November 4, 1976, Special Agents of the Federal Bureau of Investigation served defendant Zimmer, Teel, Moffatt, Eidson and Keys with subpoenas to

appear before the Grand Jury the next day to testify, and Courville with a subpoena to appear before the Grand Jury in the afternoon of November 4, 1976.

(b) Immediately after being served, defendant Zimmer telephoned Teel, Moffatt, Eidson and Keys for the purpose of arranging a luncheon meeting at the LePavillion Hotel, 833 Poydras Street, New Orleans, La., to discuss their scheduled appearances before the Grand Jury.

(c) Defendant Zimmer was unsuccessful in his efforts to arrange the luncheon meeting, and, through a series of telephone calls, arranged to meet with the others that afternoon, at the Hilton Inn, 901 Airline Highway, Kenner, La.

(d) At about 2:30 PM on November 4, 1976, defendant Zimmer had a meeting at the Hilton Inn with Teel, Moffatt and Eidson to discuss, and they did discuss and agree upon, the testimony that each and all of them would give to the Grand Jury the next day.

(e) Defendant Zimmer proposed, and Teel, Moffatt and Eidson agreed, that none of them should tell the truth to the Grand Jury, if and when questioned about the nature, purposes, and use of the $8,000 unsecured loan that each made from the First Progressive Bank of Metairie, La. on October 25, 1976 after meeting that morning with Richard A. Tonry; and, that each of them should testify falsely to the effect that each borrowed the money from the bank to make, and that each made, a personal loan of $8,000 to defendant Zimmer for investment purposes; that he had given each of them a promissory note for $8,000 to evidence his indebtedness to each; that he would testify, with Tonry's knowledge and approval, that he did not deliver the money to Tonry for use in his political campaign; and, that neither he nor they should tell the truth that the money received by them from the bank for each $8,000 loan, and the entire $32,000, were political contributions

that were given through him to Tonry's congressional campaign.

(f) At about 5:30 PM on November 4, 1976, defendant Zimmer had a pre-arranged meeting with Courville at the Red Onion Lounge, 2700 Edenborn Avenue, Metairie, La. for the purpose of discussing Courville's testimony before the Grand Jury earlier that afternoon.

(g) At this meeting, Courville told defendant Zimmer that he had testified that each of the four $8,000 loans to Teel, Moffatt, Eidson and him were made by the First Progressive Bank, through Courville, as Executive Vice-President, as a personal loan to each for investment purposes. And, defendant Zimmer told Courville that he should stick to this story when he testified again the next day as he was scheduled to do, and that he, Teel, Moffatt and Eidson would tell the same story when they testified before the Grand Jury the next day in compliance with their subpoenas.

(h) At about 7:30 PM that evening, defendant Zimmer had a pre-arranged meeting with Teel, Moffatt and Eidson at the LePavillion Hotel, during which defendant Zimmer explained the efforts that were being made by Tonry and himself to obtain $24,000 cash so that $8,000 could be returned to each of them.

(i) On November 5, 1976, defendant Zimmer, Teel, Moffatt and Eidson appeared before the Grand Jury; and, each of them gave false testimony in accordance with the plans proposed by defendant Zimmer, and agreed upon by each and all four of them, during their meetings the previous day, as described in (d) and (e) hereof.

(j) At about 6 PM that evening, defendant Zimmer had a pre-arranged meeting at Tony Angello's Restaurant, 6262 Fleur De Lis Drive, New Orleans, La. with Moffatt and Courville for the purpose of discussing Courville's testimony before the Grand Jury earlier that day.

(k) At about 9 AM on November 8, 1976, defendant

Zimmer attended a meeting in the office of Bruce G. Reed, 508 North Causeway Boulevard, Metairie, La., with Moffatt, Eidson, Tonry and Tardo for the purposes of discussing the testimony of Zimmer, Moffatt, Eidson and Teel before the Grand Jury on November 5, 1976, and preparing affidavits for execution by defendant Zimmer, Moffatt, Eidson and Teel to correct and clarify their testimony, for presentation to the Grand Jury, through the United States Attorney.

(l) At about noon that day, defendant Zimmer had a pre-arranged luncheon meeting with Moffatt, Eidson and Reed for the purpose of reviewing and executing the affidavits.

(m) At about 2:30 PM that day, Reed delivered the Zimmer, Moffatt and Eidson affidavits to the United States Attorney, and requested that he present the affidavits to the Grand Jury.

(n) Each affidavit contained false, evasive and misleading material statements that were intended by defendant Zimmer to deceive, mislead and influence the Grand Jury, and to obstruct, impede and interfere with the investigation.

(7) It was material to this criminal investigation and the due administration of justice that the Grand Jury obtain truthful testimony and information pertaining to, and the essential facts and circumstances concerning the following points, among others:

(a) relationships between, and activities, events, transactions and matters involving, defendant Zimmer, Tonry, Teel, Moffatt, Eidson, Keys, Courville, Tardo and Reed;

(b) plans, arrangements and efforts made by defendant Zimmer, Tonry, Teel, Moffatt, Eidson and Keys to obtain, between October 18 and November 2, 1976, approximately $50,000 in political contributions for Tonry's congressional campaign for the November 2, 1976 general election;

(c) arrangements, purposes, discussions, understandings and agreements relating to the October 25, 1976

meeting in an office at 2701 Houma Boulevard, Metairie, La. that was attended by defendant Zimmer, Tonry, Tardo, Teel, Moffatt, Eidson and Keys;

(d) arrangements, purposes, motives, terms and conditions for four unsecured loans of $8,000 each made on October 25, 1976 by the First Progressive Bank, through Courville, as Executive Vice-President, to defendant Zimmer, Teel, Moffatt and Eidson, and the disbursement, expenditure and disposition of the $32,000 that was delivered to defendant Zimmer for the Tonry congressional campaign;

(e) whether defendant Zimmer, Teel, Moffatt, Eidson, Keys or Courville, directly or indirectly, made any gift, contribution, offer or promise of money or anything else of value to Tonry, as either a public official, or the nominee and candidate for the United States Congress, for or because of any official act performed or to be performed by him;

(f) whether Tonry, as either a public official, or the nominee and candidate for the United States Congress, directly or indirectly, promised or pledged the appointment, or the use of his influence for the appointment of defendant Zimmer, Teel, Moffatt, Eidson, Keys or Courville, or any other person, for the purpose of procuring support for his congressional candidacy;

(g) whether Tonry, as either a public official, or the nominee and candidate for the United States Congress, directly or indirectly, promised any employment, position, compensation, contract, appointment, or other benefit, provided for or made possible in whole or in part by any act of Congress, or any special consideration in obtaining any such benefit, to defendant Zimmer, Teel, Moffatt, Eidson, Keys or Courville, or any other person, as consideration, favor or reward for any political contributions, campaign funds, or any other payments of money, or anything else of value, or for

any other political activity or support for his congressional candidacy;

(h) conversations, correspondence and other communications between, and meetings attended by, defendant Zimmer, Tonry, Teel, Moffatt, Eidson, Courville and Keys from and after the time on November 4, 1976 that Special Agents of the Federal Bureau of Investigation attempted to interview the defendant Zimmer, Teel, Moffatt and Courville, and served each of them with a subpoena to appear and testify before the Grand Jury on November 5, 1976;

(i) all facts and circumstances relating to, and the reasons, motives and purposes for, the preparation by Reed and Tonry of the November 8, 1976 affidavits for execution by defendant Zimmer, Teel, Moffatt and Eidson for presentation to the Grand Jury, through the United States Attorney;

(j) efforts and arrangements that were reportedly being made, and the reasons, motives and purposes therefor, during the four-day period of November 5-8, 1976, by defendant Zimmer and Tonry to obtain $24,000 cash to reimburse Teel, Moffatt and Eidson for $8,000 political campaign contributions that each made on October 25, 1976 to Tonry's congressional campaign, through defendant Zimmer;

(k) whether defendant Zimmer or any other person had corruptly influenced, intimidated, impeded or suborned Teel, Moffatt, Eidson, Courville or any other witness who had been, or might be, subpoenaed to appear before a United States Grand Jury to give testimony and other information about any of the subjects or matters that were being, or might be, investigated by either the Federal Bureau of Investigation or the United States Grand Jury; and, whether defendant Zimmer or any other person had willfully, knowingly and unlawfully been engaged or involved in any activities the intent or effect of which was to obstruct, delay or prevent the com-

munication of information relating to any federal criminal violation to the Federal Bureau of Investigation, the United States Attorney, or a United States Grand Jury; and, whether defendant Zimmer or any other person had corruptly influenced, obstructed or impeded, or endeavored to influence, obstruct or impede the due administration of justice.

All in violation of Section 1503 of Title 18 of the United States Code.

COUNT TWO

False Declarations Before Grand Jury

(18 U.S. Code, Section 1623)

(1) The allegations in paragraphs 1, 2, 3 and 7 of Count One are incorporated herein by reference.

(2) On November 5, 1976, defendant Donald J. Zimmer, while being questioned, as a witness under oath before the United States Grand Jury for the Eastern District of Louisiana, did willfully, knowingly and unlawfully, and contrary to his oath, make false material declarations about certain points, as shown in the underlined parts of his transcribed testimony:

4 Q Did you solicit any campaign funds from
5 anyone of the three men, either Mr.
6 Moffatt, Mr. Teel or, Mr. Eidsen,
7 other than possibly the eight thousand
8 dollars that you got from these
9 gentlemen?
10 A Yes, sir.
11 Q From whom did you solicit funds?
12 A The only one was Mr. Teel.
13 Q What contribution, if any, did you get?
14 A I got a -- I think a one thousand dollar
15 check from him and his wife gave me
16 a check for five hundred dollars. (15)

15 Q How much money did you collect for Mr.
16 Tonry's campaign?
17 A That would really be hard for me to say.
18 Q About how much?
19 A About how much, I would really just be
20 guessing, but you know, maybe a couple
21 of thousand dollars from different
22 individuals. But, that's strictly
23 a guess. If I had the checks, I could
24 probably pick out the names who did
25 what. (19)

1 Q Did you receive any cash contributions?
2 A No, sir.
3 Q Did you ask for cash?
4 A No, sir. (20)

20 A The meeting was put together by me, with
21 the hopes of raising campaign contri-
22 butions for Mr. Tonry.
23 Q How much did you raise?
24 A Nothing. (20)

4 A I put the meeting together with the hopes
5 of raising a thousand dollars from
6 each one of the gentlemen who was
7 present and they asked to meet Mr.
8 Tonry and he came. They met him, he
9 left and it went no further than that.
(21)

18 A To the best of my knowledge, I explained to
19 Mr. Tonry that I had assembled these
20 people here that might consider loaning
21 him or, giving him a thousand dollars
22 contribution and they wanted to meet
23 him and talk to him and see what kind
24 of person he was and that was it.
25 Q Did you ever ask Don Teel for any more than
(22)

1 the thousand dollars?
2 A No, sir.
(23)

13 Q At this meeting that you held earlier that
14 morning in Mr. Keyes' law office, just
15 across the hall from Mr. Moffatt's
16 office, was there any discussion about
17 how the cash would be handled, how
18 it would be --
19 A You mean the eight thousand dollars?
20 Q How it would be delivered to Mr. Tonry?
21 A You mean the eight thousand dollars?
22 Q Yes, sir.
23 A That was never even discussed at all. Mr.
24 Tonry wasn't even present.
(27)

1 and Mr. Teel, Mr. Moffatt, Mr. Eidsen,
2 talked about going over to the bank
3 to get these loans for eight thousand
4 dollars apiece?
5 A No, sir, he wasn't. (28)

10 Q Please state whether or not you asked
11 Keyes for any money?
12 A Yes, sir.
13 Q How much did you ask him for?
14 A A thousand dollars.
15 Q Please state whether or not you asked Don
16 Teel for any campaign contribution for
17 Tonry?
18 A I asked him for it and then he informed me
19 he said: Hey, I already gave and I
20 can't give any more. (29)

1 A No, at that meeting is when it was brought
2 out that we were -- what we were
3 looking for and at that meeting, also,
4 Mr. Teel said that he had already
5 contributed and he couldn't contribute
6 any more. Because, when I brought
7 him over there, he didn't know why
8 we were meeting over there, for that
9 particular reason. I asked him could
10 he join a group, that we were having
11 a meeting. (30)

21 We understand you first asked or, suggested
22 that each of the five, including Mr.
23 Keyes, put up ten thousand dollars
24 to make up the fifty thousand dollars
25 for the campaign, isn't that true? (34)

1 A No, sir.
2 Q Well, how much did you ask them for?
3 A I had mentioned that as far as I know,
4 I had only mentioned to Mr. Teel that
5 I set a goal that I was shooting to
6 raise and I was contacting individuals
7 who would be willing to contribute
8 a thousand dollars contribution. (35)

2 Q You deny that there was any such discussion
3 A As far as I know, we never talked about
4 no ten thousand dollars each.
5 Q Well, how much did you talk about going
6 over to the bank to get?
7 A The bank loans that we went over, there
8 was something I personally need,
9 because I needed some financial help.
10 Q And please state whether or not you told
11 any one of those three or, four men,
12 Teel or, Keyes or, Eidsen or, Moffatt,
13 that the purpose of the loans was to
14 get the money for Tonry's campaign?
15 A No, sir, it was not.
16 Q Did you say anything that indicated that
17 that was what you were going to use
18 at least a part of the money for?
19 A No, sir. (39)

Q What did Mr. Tonry, that he say, did he ask them for financial help, contributions?

A He asked them if they could see fit to help him in this campaign, he would like all the help that they could give him, up to the thousand dollars limit. (40)

A No, I said that. But, I mean, he said that you know, he would like their help, but at best, you know, he could accept from anybody would be a thousand dollars.

Q What did you understand to be the significance of limiting the thousand dollars per person?

A The significance of it was that it was my understanding that was all the law would allow an individual to give. (41)

Q -- we are only trying to find out what you said at that meeting in Mr. Keyes' office on the morning of Monday, October 25th, 1976.

Now, think about it, Mr. Zimmer, tell us what you said.

A Yes, going back to it, that one, I introduced the candidate to these gentlemen who he had not met before, with the exception of Mr. Teel and that we would like their financial help in our campaign and it was then, you know, that it was brought up that the biggest contribution that they could give would be a thousand dollars each.

Q Who brought that up?

A I am sure it was me or, it may have been Rick brought it up

3 Q -- we are only trying to find out what you
4 said at that meeting in Mr. Keyes'
5 office on the morning of Monday,
6 October 25th, 1976.
7 Now, think about it, Mr. Zimmer, tell us
8 what you said.
9 A Yes, going back to it, that one, I introduced
10 the candidate to these gentlemen who
11 he had not met before, with the excep-
12 tion of Mr. Teel and that we would
13 like their financial help in our
14 campaign and it was then, you know, that
15 it was brought up that the biggest
16 contribution that they could give would
17 be a thousand dollars each.
18 Q Who brought that up?
19 A I am sure it was me or, it may have been
20 Rick brought it up.

(44)

5 Q Did Mr. Tonry indicate what he might be
6 able to do for any of the gentlemen
7 there at the meeting, if he did get
8 elected to congress?
9 A The only thing that I know that was asked
10 and the party was informed that he
11 couldn't, you know, directly help
12 him one way or, the other, was Mr.
13 Moffatt said well, if there are any
14 insurance cases that we can get
15 involved with on a bidding basis,
16 which is the only way that insurance
17 contracts are let out, I would
18 appreciate it if you would help me know
19 where they are so that I can bid on
20 them

24 Q Excuse me, didn't you say that you had
25 asked Mr. Teel for ten thousand dollar (49)

1 loan rather than eight thousand dollars?
2 A No, sir, I said I needed, wanted in the
3 personal loan for eight thousand dollars.
4 Q All right, and then, how did you meet the
5 others, who arranged for you and Teel
6 to meet Moffatt and Eidsen over at
7 the bank?
8 A Oh, this is when Mr. Tonry was gone and we
9 went back to Mr. Moffatt's office,
10 we sat down and talked and I said,
11 you know, I need help, I need financial
12 help, I have no income. (50)

1 A Yes, sir.
2 Q Did he agree to lend it to you?
3 A Yes, sir.
4 Q And you got a commitment from each of these
5 three men to make a loan of eight
6 thousand dollars over at the bank for
7 you.
8 A Yes, sir. (51)

2 Q And you testified that subsequent to that
3 meeting is when you went to the bank
4 with these other three individuals and
5 they made loans on your behalf?
6 A Yes, sir.
7 Q Now, you said the purpose for this meeting
8 with Mr. Tonry was to solicit campaign
9 contributions from each of these
10 gentlemen in an amount not to exceed
11 the legal amount of a thousand dollars
12 is that correct?
13 A We went there with the purpose of trying
14 to get a campaign contribution of
15 a thousand dollars from each one
16 of them, correct. (85)

1 Q And he loaned you eight thousand dollars
2 without taking any type of security
3 at all from you?
4 A No, at -- I don't know if it was a day or,
5 two days later, I gave him a note for
6 it, which I proceeded to do with
7 Don Teel and I don't think I've given
8 Don Moffatt his, yet.
9 Q This is your personal note?
10 A Yes, sir. (87)

19 Q Excuse me, Mr. Zimmer, based on information
20 we have, then, apparently you were
21 leading people to believe the purpose
22 of your getting these loans was to
23 get campaign funds for Mr. Tonry?
24 A No, sir, I never said that at all. (95)

16 Q Now, Mr. Zimmer, you did try to raise some
17 more money, apparently, from Mr. Teel,
18 for the general election campaign,
19 didn't you?
20 A Yes, sir.
21 Q How much did you ask him to give?
22 A I asked him at that meeting, then, we had
23 talked about a thousand dollars and
24 he said he couldn't contribute any
25 more. (99)

99

4 Q Did you raise any money in the name of Mr.
5 Tonry that you short stopped or,
6 kept for yourself, other than this
7 twenty-four thousand dollars?
8 A That I short stopped and kept for myself?
9 Any checks that I got, I gave right
10 to Mr. Tonry.
11 Q What about cash?
12 A Everything I was getting was in checks that
13 I turned over. (101)

7 Q Mr. Zimmer, during your meeting on October
8 25th, did the figure fifty or, fifty
9 thousand dollars ever come into the
10 conversation?
11 A Please explain, you know, the dates have
12 been going back and forth?
13 Q The date of the meeting where you received,
14 subsequent, that afternoon, that you
15 received thirty-two thousand dollars
16 in cash, that same morning?
17 A That morning?
18 Q At the meeting, you know the meeting I am
19 talking about.
20 A To the best of my knowledge, no, sir.
21 Q No one ever mentioned fifty or, fifty
22 thousand dollars?
23 A To the best of my knowledge, no, sir. (106)

3	Q	No one present made the statement or,
4		agreed that fifty thousand dollars will
5		be paid by six men?
6	A	No, sir. (107)

6	Q	Was there ever any discussion about fifty
7		thousand dollars or, any similar
8		amount being raised for the Tonry
9		campaign?
10	A	To the best of my recollection, no, sir. (108)

2	Q	Well, you just indicated earlier, sir,
3		that no one mentioned fifty thousand
4		dollars at the meeting.
5	A	Right, so.
6	Q	Do you know whether or not that was said?
7	A	I am trying to tell you, that as far as
8		I can recollect, I don't remember
9		it being said. (109)

9 Q Didn't Mr. Tonry make a statement at that
10 meeting, to the effect that he could
11 not accept checks, he did not want
12 checks, he wanted cash?
13 A I don't remember him saying that, sir.
14 Q Did anyone at that meeting say that the
15 money should be given to Tonry Campaign
16 Fund in cash or, given to Mr. Tonry,
17 personally, in cash and not by check?
18 A I don't remember that. Everytime Mr. Tonry
19 has asked for anything, to my knowledge,
20 that I have been present in, he has
21 always asked for it in cash -- not
22 cash, checks with his name on it.
23 Q Did you ask any one of the three men at
24 this meeting, either Mr. Isel, Mr.
25 [illegible], Mr. Bidwen or, the fourth [illegible] (110)

110

1 there, Mr. Keyes, to make the donation
2 or, contribution in cash, rather than
3 checks, to the Tonry campaign?
4 A I don't remember, sir.
5 Q May you have said that?
6 A Like I said, I said so many things, I spoke
7 so much, I don't know, possible.
8 Q You may have said that?
9 A I don't know. (111)

18 Q Mr. Zimmer, and please forgive me for using
19 this word, but did Mr. Tonry make
20 a statement at the meeting that occurre
21 on the morning of October 25th, 1976
22 in the office of John Keyes, Jr.:
23 "If I knew this ...(expletive deleted)... was going
24 to be this close, I would have rung more
25 bells."? (119)

119

A I cannot tell you that he did or, did not say that, sir.

Q Well, did you hear him say it?

A I don't remember hearing him say it, no, sir, I don't.

Q Did you hear him say anything like that?

A To my knowledge, I don't remember hearing him say anything like that. (120)

thousand dollars, didn't you?

A And it was loaned to me, sir. (121)

Q And so, what was the purpose of the loans to you, what did you intend to do with the money?

A I intended to spend it the way I felt I should spend it, for myself.

Q What about Tonry, did you intend to spent any of it on the Tonry campaign?

A The only thing I intended to do was take out the one ad on radio, that I did.

Q Did you or, did you not tell Don Teel that you were going to use this money for the Tonry campaign?

I didn't [illegible] that. (121)

121

1 sir.
2 Q May you have told him that?
3 A Anything is possible, but I don't know that.
4 Q Did you or, did you not make that statement
5 in the presence of John Keyes, that
6 the money was going to be used for
7 the Tonry campaign?
8 A I do not remember making that statement
9 in front of Mr. Keyes.
10 Q Did you make that statement to or, in the
11 presence of Don Moffatt?
12 A I do not remember making the statement
13 in front of Mr. Moffatt.
14 Q Or, Bob Eidsen?
15 A Any one of the gentlemen present.
16 Q Or, Rick Tonry?
17 A Anyone of those people present. I do not
18 remember doing that.
19 Q Did Mr. Tonry make a statement:
20 "Now that we are in this, now that we are
21 in, let's roll."
22 Did you hear him make that statement at
23 the meeting?
24 A I do not remember him making that statement.
25 [illegible]

(122)

14 Q Mr. Zimmer, did you or, anyone else present
15 at that October 25th, 1976 meeting,
16 say that you or, they, would bring
17 the money to Tonry, the money that
18 came or, was to come from the loans?
19 A The money that was coming from the loans
20 was to come to me and me only, sir.
21 Q Didn't you tell the men who were there that
22 you would bring the money to Tonry?
23 A I did not tell them that, to my knowledge,
24 at all.

(127)

1 Q I am just asking you, did you or, did you
2 not say that the fifty thousand
3 dollars wouldn't be very much divided
4 by six and it's only a little over
5 eight thousand dollars apiece?
6 A To my recollection, sir, we did not bring
7 up the fifty thousand dollars, sir,
8 there. I don't remember that.
9 Q There was no mention of fifty thousand
10 dollars at that meeting for Tonry
11 campaign?
12 A I do not remember it.
13 EXAMINATION
14 BY MR. HABANS:
15 Q Mr. Zimmer, did Mr. Tonry ask, during the
16 meeting on October 25th, at Mr. Keyes'
17 office, did Mr. Tonry ask whether the
18 checks would be made out to him?
19 A If they contributed a thousand dollars,
20 he would want a check made out to him
21 for a thousand dollars.

(129)

1 A He couldn't accept it.
2 EXAMINATION
3 BY MR. HABANS:
4 Q After Mr. Tonry made that statement or,
5 that question, you did hear him say
6 that, right?
7 A That if a campaign check was made out to
8 him, it could be for a thousand
9 dollars and he would accept a check
10 made out to the campaign?
11 Q Mr. Zimmer, after Mr. Tonry asked if the
12 checks would be made out to him, did
13 you or, any person present say:
14 "No, no, we have to do this with cash."
15 A Sir, I don't remember that.
16 Q And did any person present tell Mr. Tonry
17 that he should stay away, now that
18 the agreement has been reached, because
19 it would be better for him not to be
20 involved any longer?
21 A To the best of my knowledge, I don't remember
22 that at all.

(130)

21 A After Mr. Tonry left, the part of them
22 lending me money and an agreement
23 would have to be made and I would have
24 to sign notes to the people who were
25 going to lend me the money. (131)

1 Q Did you tell any of the people there that
2 you were in desperate financial
3 condition and you needed that money
4 today?
5 A At that particular meeting?
6 Q Yes, sir.
7 A I walked next door to Don Moffatt's office,
8 we probably did it over there. I
9 don't remember saying that in Mr. Keyes'
10 office, sir.
11 Q Excuse me, did you or, did you not tell
12 Mr. Teel or, Mr. Moffatt or, Mr.
13 Eidsen or, Mr. Keyes that you
14 desperately needed or, urgently needed
15 this thirty-two thousand dollars
16 that day, October 25th, 1976, for
17 your own personal use?
18 A Yes, I told them I needed it for my personal
19 use.
20 Q What personal use did you have in mind
21 when you told them that you needed
22 thirty-two thousand dollars that
23 day?
24 A Thirty-two thousand dollars that I needed
25 that day, I had notes, large notes to

1 pay that I am way in the back on,
2 the banks have been riding me hard
3 to go ahead and do it, pay me, pay
4 back what I owe them. (133)

16 Q Were any loans discussed in Mr. Tonry's
17 presence?
18 A As far as I know, I don't remember any
19 loans being discussed with Mr. Tonry.
20 Q And so, Mr. Tonry --
21 A I said Mr. Tonry was looking for a legal
22 contribution in check form. (137)

6 Q Now, Mr. Zimmer, didn't you sign a promissory
7 note and give it to Mr. Teel, for
8 eight thousand dollars?
9 A I gave Mr. Teel a guarantee note, yes, sir.
10 Q Is it an interest bearing note?
11 A Uhm, it probably is, I don't remember.
12 Q Did you tell Mr. Teel that you were going
13 to pay off that eight thousand dollars
14 note?
15 A Yes, sir, I told him I was going to pay
16 it.
17 Q Did you give Mr. Moffatt an eight thousand
18 dollars promissory note on October
19 25th, 1976?
20 A I did not give Mr. Moffatt a note as of
21 yet.
22 Q Did you give Mr. Eidsen a promissory note?
23 A I gave Mr. Eidsen a note after a couple
24 of days had passed. I don't remember
25 how long afterwards.

1 Q Did you tell Mr. Moffatt that you were
2 going to pay off his loan?
3 A I was going to also give him the note.
4 Q Did you tell Mr. Eidsen you were going to
5 pay off his eight thousand dollars
6 loan?
7 A I certainly did.
8 Q Did you tell Mr. Teel that you were going
9 to pay off his eight thousand dollars
10 loan?
11 A I certainly did.
12 Q Did Mr. Tonry tell you he was going to
13 raise enough money, through testimonial
14 dinners, to pay off all four loans?
15 A No, sir.
16 Q Did you tell Mr. Tonry about your having
17 arranged to make these four loans?
18 A No, sir.
19 Q Did you tell him that the loans had been
20 made?
21 A No, sir.
22 Q Where did you tell him you got the thirty-
23 two thousand dollars?
24 A He doesn't know about it.
25 Q Do you deny that you gave Mr. Tonry some

141

17 Q Mr. Zimmer, how much money has Mr. Moffatt
18 contributed to Mr. Tonry's campaign,
19 as a result of your getting Mr. Tonry
20 and Mr. Moffatt together on October
21 25th, did he give him a thousand dollars
22 A To my knowledge, he gave him nothing.

(145)

1 Q How much did Mr. Teel contribute on that
2 day?
3 A That day?
4 Q Or, thereafter?
5 A Nothing, to my knowledge.
6 Q And how about Mr. Eidsen, how much did he
7 give Mr. Tonry?
8 A Nothing, to my knowledge.
9 Q How about Mr. Keyes, how much did he give
10 to Mr. Tonry?
11 A Nothing, to my knowledge.
12 Q Did anyone at that meeting give Mr. Tonry
13 any money?
14 A None, to my knowledge.

(146)

COUNT THREE

Subornation of Perjury

(18 U.S. Code, Section 1622)

(1) The allegations in paragraphs 1, 2, 3, (a) through (n) of 6, and 7 of Count One are incorporated herein by reference.

(2) On or about November 4, 1976 through on or about November 9, 1976, defendant Donald J. Zimmer did willfully, knowingly and unlawfully induce, instigate, procure and suborn

Glenn Don Teel

to make false material declarations under oath while testifying before the United States Grand Jury for the Eastern District of Louisiana.

(3) On November 5, 1976, Glenn Don Teel appeared before the United States Grand Jury for the Eastern District of Louisiana, in compliance with a subpoena, and while being questioned, as a witness under oath, in consequence and as a result of the willful, knowing and unlawful inducement, instigation, procurement and subornation by defendant Donald J. Zimmer, did willfully, knowingly and unlawfully, and contrary to his oath, make false material declarations about certain points, as shown in the underlined parts of his transcribed testimony:

11 Q Mr [redacted]el, did you make a [redacted]n of eight
12 thousand dollars from the First
13 Progressive Bank in Jefferson Parish
14 on Monday, October 25th, 1976?
15 A Yes, sir.
16 Q Directing your attention to that loan, Mr.
17 Teel, what did you do with the proceeds
18 of that loan or, the check that
19 represented the loan?
20 A Mr. Gallinghouse, I got, I believe it was
21 a cashier's check for eight thousand
22 dollars and I endorsed the check to
23 Mr. Don Zimmer and handed it to him.
24 Q Why did you give the check to Mr. Zimmer?
25 A Well, Mr. Zimmer has asked me to loan him
(4)

1 some money. In fact, he had asked
2 me numerous times and I loaned it to
3 him on that basis.
(5)

6 Q Well, relate the circumstances that caused
7 you and Mr. Zimmer to meet at Sal and
8 Sam's Restaurant?
9 A Can I describe the whole thing?
10 Q Please, why don't you go ahead.
11 A How it came about, Mr. Zimmer had asked me
12 a number of times, I mean, in the
13 days prior to, what was this, October
14 25th, to help him raise some money
15 or, loan him some money. And frankly,
16 I had withstood the pressure just up
17 to the point where I said okay, I will
18 sign a note for you, I will borrow some
19 money and I will loan it to you. He
(10)

2 Q What did Mr. Zimmer say, what was the
3 purpose of the meeting, according to
4 what Mr. Zimmer said?
5 A Mr. Simmer wanted to raise some money. (16)

22 Q Did he say what the money was going to be
23 spent for, why it was necessary to
24 raise the money in this way?
25 A No, sir, not exactly, I mean, you hear (17)

8 Q Would you please explain why you just didn't
9 endorse your check over to the Tonry
10 campaign, since Mr. Zimmer had said
11 that the money was to be used for the
12 Tonry campaign and you understood that
13 that was what the money was going to
14 be used for?
15 A Well, Mr. Gallinghouse, I had some thought
16 about what the national election laws
17 are, in the first place.
18 In the second place, I had committed myself
19 to loan the money to Mr. Zimmer,
20 personally and not to the campaign and
21 so I endorsed it to Mr. Zimmer in
22 that fashion. (21)

6 Did you ask Mr. Zimmer to let you have a
7 promissory note for eight thousand
8 dollars to protect yourself, with
9 reference to the understanding that
10 you had with Mr. Zimmer?
11 A Yes, sir, I certainly did. (22)

12 Q Did you get an eight thousand dollars
13 promissory note from Mr. Donald J.
14 Zimmer?
15 A Yes, sir.
16 Q And do you still hold that note?
17 A Yes, sir. (22)

10 Q Did you make any other contributions or,
11 money or, anything else of value to
12 Mr. Tonry's Congressional campaign?
13 A None that I know of or, remember, Mr.
14 Gallinghouse. (25)

15 Q Well, you said a few days before the
16 October 25th loans were made Mr. Zimmer
17 had been asking you for a loan and
18 you thought it was for him, personally.
19 A I did, in the very beginning, thought it
20 was for him, personally.
21 Q When you say in the very beginning, when
22 was the beginning?
23 A Well, I would say possibly ten days or, two
24 weeks prior to the loan. (29)

3 Q Was Mr. Zimmer active in the Tonry campaign
4 from its inception?
5 A To the best of my knowledge he was.
6 Q Before the first primary? (30)

7 A May I explain this, in the beginning, I
8 wasn't sure whether the loan was for
9 Mr. Zimmer's business or, for his
10 campaign. Mr. Zimmer is an architect
11 and at one time had an office that
12 I supposed had five or, six people
13 in it working. To the best of my
14 knowledge, that office has dwindled
15 down to one person, only, or, maybe
16 two, now. I do know that Mr. Zimmer
17 was having financial problems, personally
18 and that's all I know about it. (30)

18 Q Sir, what benefit did you expect to get
19 from this loan that you gave or, made
20 with Mr. Zimmer?
21 A None, I was never promised any.
22 Q What is the terms of that loan that you --
23 first of all, that demand note that you
24 have with Mr. Zimmer?
25 A It's a demand note for eight thousand dollars

31

(4) On or about November 9, 1976, Glenn Don Teel voluntarily informed Special Agents of the Federal Bureau of Investigation and the United States Attorney for the Eastern District of Louisiana that he did make false material declarations under oath while testifying before the United States Grand Jury on November 5, 1976.

All in violation of Section 1622 of Title 18 of the United States Code.

(5) On January 13, 1977, Glenn Don Teel testified before the United States Grand Jury and voluntarily admitted under oath that he made certain false material declarations under oath while testifying before the Grand Jury on November 5, 1976 in the same continuous proceeding, and he then and there corrected the false material declarations by making truthful declarations under oath, in compliance with Section 1623(d) of Title 18 of the United States Code.

COUNT FOUR

Subornation of Perjury

(18 U.S. Code, Section 1622)

(1) The allegations in paragraphs 1, 2, 3, (a) through (n) of 6, and 7 of Count One are incorporated herein by reference.

(2) On or about November 4, 1976 through on or about November 9, 1976, defendant Donald J. Zimmer did willfully, knowingly and unlawfully induce, instigate, procure and suborn

Donald S. Moffatt

to make false material declarations under oath while testifying before the United States Grand Jury for the Eastern District of Louisiana.

(3) On November 5, 1976, Donald S. Moffatt appeared before the United States Grand Jury for the Eastern District of Louisiana, in compliance with a subpoena, and while being questioned, as a witness under oath, in consequence and as a result of the willful, knowing and unlawful inducement, instigation, procurement and subornation by defendant Donald J. Zimmer, did willfully, knowingly and unlawfully, and contrary to his oath, make false material declarations about certain points, as shown in the underlined parts of his transcribed testimony:

24 Q Mr. Moffatt, we are inquiring into facts
25 and circumstances relating to an eight

5

21 Q When did Mr. Zimmer ask you to make this
22 loan?
23 A Mr. Callinghouse, I really don't recall.
24 It was around that time. (6)

1 thousand dollars loan that you made
2 at the First Progressive Bank in
3 Jefferson Parish on October 25th, 1976.
4 Would you please relate the facts and
5 circumstances pertaining to your
6 making that loan, why did you make
7 the loan, and explain the circumstances.
8 A Well, very briefly and directly, I made
9 the loan as a loan, actually, to Don
10 Zimmer, who I've known for several
11 years. (6)

9 Q Now, it's indicated that loans in the same
10 amounts, eight thousand dollars, were
11 made by Mr. Donald J. Zimmer, Mr.
12 Bobby Eidsen and Mr. Don Teel.
13 Did you four gentlemen make these separate
14 eight thousand dollar loans together?
15 A Well, sir, not -- there is no connection
16 with the loans, in other words, nobody
17 endorsed any other person's loans. (8)

25 Q Who arranged for the meeting to be held in

10

1 Mr. Keyes' office?
2 A I sincerely don't recall.
3 Q Well, who invited you to the meeting, how
4 did you know the meeting was going to
5 be held?
6 A To the best of my knowledge, if I can answer
7 a question like that --
8 Q Would you want me to rephrase the question?
9 A Well, what I am saying is, I don't recall.
10 I would assume that it was Don Zimmer,
11 but I sincerely don't recall.

(11)

13 Q Well, the question I would like to ask is,
14 was any mention of the reason the loan
15 was given when you were present with
16 Mr. Courville in his office, what
17 reason did you give Mr. Courville as
18 the purpose of the loan?
19 A On a loan that size, it's very probable
20 I didn't give him any reason. To be
21 perfectly honest, I don't recall.

(19)

2 Q Say like you endorsed the check over to
3 Mr. Zimmer and make the loan to him
4 in that context, give him the funds,
5 what benefits did you expect to
6 receive for turning that eight thousand
7 dollars over to Mr. Zimmer?
8 A Well, I can't really say that I expected
9 Don to -- that I expected to derive
10 any benefits from Don. I was really
11 more of a personal thing, I would
12 think. But, you know, you are asking
13 for a state of mind, I don't really
14 recall. (20)

12 Q Why do you think he needed eight thousand
13 dollars in cash, why didn't he just
14 put the money that you loaned him
15 for his business or, for whatever
16 purpose, into his checking account
17 which he had there at the bank?
18 A Well, really, at that point, it's none of
19 my business.
20 Q You loaned him eight thousand dollars, you
21 might inquire as to why he wants to
22 convert it all to cash, wouldn't you?
23 A As I recall the check he cashed was his
24 own.
(23)
25 EXAMINATION

BY MR. GALLINGHOUSE:

Q Mr. Moffatt, please state whether or not you heard Mr. Zimmer ask Mr. Jennings Courville in Mr. Courville's office. if he could cash all four of the eight thousand dollar cashier checks?

A I would rather not answer that. Again, I am really not sure, but I think I should say I would rather not answer it.

Q Well, did you hear Mr. Courville tell Mr. Zimmer that he wouldn't be able to cash all four of them, but he thought he could cash one?

A Well, sir, that's the same question.

Q You prefer not to answer it?

A Yes, sir. (24)

(4) On or about November 9, 1976, Donald S. Moffatt voluntarily informed Special Agents of the Federal Bureau of Investigation and the United States Attorney for the Eastern District of Louisiana that he did make false material declarations under oath while testifying before the United States Grand Jury on November 5, 1976, and that the November 8, 1976 affidavit that he executed before Bruce G. Reed for presentation to the United States Grand Jury for the Eastern District of Louisiana through the United States Attorney contained certain false material statements as follows:

I went to a meeting on October 25, 1976 at 8:00 o'clock a.m. at an office on 2701 Houma Boulevard. Bob Eidson, Don Moffatt, Don Zimmer, Don Teal, John Keys, Richard Tonry and Ron Tardo were present.

Campaign contributions for Mr. Tonry were discussed at the meeting, but Mr. Tonry mentioned that there are certain legal requirements regarding contributions and loans, and all such must be cleared with and through his Finance Committee. No promises of jobs or business were made by any parties present.

I borrowed $8,000.00 and gave it to Don Zimmer, who promised to repay it. There was no discussion of specifically what would be done with this money. Quite frankly, I will not deny that I thought the money would be used for political purposes but did not think that this could in any way be illegal. However, I had no personal knowledge whatsoever of what became of this money once I turned it over to Don Zimmer.

I felt certain that if this money were used by Don Zimmer for campaign purposes, that he would do it according to the legal requirements since Mr. Tonry had been so candid with us in mentioning the legal requirements of contributions. I never had any question in my mind concerning the legality of this situation until I received the subpoena to appear before the Grand Jury. At that time, not having had sufficient time to consult with an attorney, I may have been a lot more guarded and unclear in my testimony than I should have. If you have any further questions concerning what went on at the meeting with Mr. Tonry, I will be happy to answer them.

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS 8TH DAY
OF November, 1976.

NOTARY PUBLIC

All in violation of Section 1622 of Title 18 of the United States Code.

(5) On January 13, 1977, Donald S. Moffatt testified before the United States Grand Jury and voluntarily admitted under oath that he made certain false material declarations under oath while testifying before the Grand Jury on November 5, 1976 in the same continuous proceeding, and he then and there corrected the false material declarations by making truthful declarations under oath, in compliance with Section 1623(d) of Title 18 of the United States Code.

COUNT FIVE

Subornation of Perjury

(18 U.S. Code, Section 1622)

(1) The allegations in paragraphs 1, 2, 3, (a) through (n) of 6, and 7 of Count One are incorporated herein by reference.

(2) On or about November 4, 1976 through on or about November 9, 1976, defendant Donald J. Zimmer did willfully, knowingly and unlawfully induce, instigate, procure and suborn

Bobby Wayne Eidson

to make false material declarations under oath while testifying before the United States Grand Jury for the Eastern District of Louisiana.

(3) On November 5, 1976, Bobby Wayne Eidson appeared before the United States Grand Jury for the Eastern District of Louisiana, in compliance with a subpoena, and while being questioned, as a witness under oath, in consequence and as a result of the willful, knowing and unlawful inducement, instigation, procurement and subornation by defendant Donald J. Zimmer, did willfully, knowingly and unlawfully, and contrary to his oath, make false material declarations about certain points, as shown in the underlined parts of his transcribed testimony:

2 Q Well, this would indicate that you endorsed
3 this cashier's check over to Mr.
4 Zimmer.
5 A That's right.
6 Q And why did you do that?
7 A I made Mr. Zimmer a loan. (7)

19 Q Would you please state whether or not you
20 received a promissory note or, anything
21 in writing that would evidence the
22 terms and conditions of the loan that
23 you say you made to Mr. Zimmer?
24 A I have a noninterest bearing promissory
25 note. (7)

7

1 Q That was signed by Mr. Zimmer?
2 A Yes, sir.
3 Q When did you get that?
4 A The 25th day of October.
5 Q The same day that you made your loan?
6 A Yes, sir. (8)

21 Q And the loan memorandum indicates that the
22 purpose of the use of the funds was
23 investments, so this is a loan
24 memorandum made by Mr. Courville.
25 Please state whether or not you told Mr. (9)

9

1 Courville that you were going to use
2 the eight thousand dollars that you
3 were getting, represented by this
4 cashier's check for that loan, for
5 investment purpose?
6 A Yes, sir. (10)

5 Q What brought you to the bank together,
6 please explain the facts and circum-
7 stances that caused you and these
8 other three men to be in the bank at
9 the same time getting loans in equal
10 amounts?
11 A I was asked to make a loan to Mr. Zimmer
12 and --
13 Q Who asked you?
14 A Mr. Zimmer asked for the loan. (11)

18 Q Did you make any other contributions to
19 Mr. Tonry's campaign, other than the
20 eight thousand dollars that you made
21 through Mr. Zimmer by giving Mr. Zimmer
22 that eight thousand dollars cashier's
23 check?
24 A I made no contributions to Mr. Tonry's
25 campaign at all. (16)

1 Q Do you know what Mr. Zimmer did with the
2 eight thousand dollars that he got
3 from your cashier's check?
4 A I have no idea. (17)

11 Q Let me ask you this, you said you got the
12 money in order to loan it to Mr.
13 Zimmer?
14 A That's right.
15 Q And Mr. Zimmer gave you a note for eight
16 thousand dollars?
17 A That's right.
18 Q When did he give you that note?
19 A On the 23th day of October. (18)

23 Q Did [illegible], with any of the [illegible]er people
24 involved, make repayment arrangements
25 with Mr. Zimmer prior to your [illegible]

1 the bank to make the loans?
2 A Uh, if I remember correctly, I borrowed
3 the money on a six-month note which
4 was payable all at one time.
5 Q Yes, but I am talking about your arrangements
6 with Mr. Zimmer for him to repay you?
7 A Within the six months, whatever.
8 Q And did you make these arrangements prior
9 to going to the bank to get the loan?
10 A Now, I don't recall. I just -- whatever
11 the arrangements at the bank were,
12 that was the arrangements that I was
13 to have with Mr. Zimmer.
14 Q Well, had you and Mr. Zimmer made out any
15 papers in which he promised to repay
16 you before you went to the bank?
17 A Not prior to going to the bank, no, ma'am.
18 Q So, it was after the loan was made at the
19 bank that Mr. Zimmer gave you the
20 repayment note?
21 A Yes, ma'am.
22 Q When was this during, right after the bank
23 or, did you go someplace and do this
24 or --
25 I don't remember if it was done at the bank

1 or, if we went and had lunch. I'm
2 sure it wasn't at the bank. We met
3 later for, you know, I think he gave
4 me the note, then.
5 Q Where did you meet?
6 A At a restaurant.
7 Q Who was with you, was there anyone else
8 present?
9 A No, ma'am.
10 Q It was just you and Mr. Zimmer at lunch
11 and he gave you this promissory note
12 for the eight thousand dollars?
13 A Yes, ma'am. (24)

(4) On or about November 9, 1976, Bobby Wayne Eidson voluntarily informed Special Agents of the Federal Bureau of Investigation and the United States Attorney for the Eastern District of Louisiana that he did make false material declarations under oath while testifying before the United States Grand Jury on November 5, 1976, and that the November 8, 1976 affidavit that he executed before Bruce G. Reed for presentation to the United States Grand Jury for the Eastern District of Louisiana through the United States Attorney contained certain false material statements as follows:

I went to a meeting on October 25, 1976 at 8:00 o'clock a.m. at an office on 2701 Houma Boulevard. Bob Eidson, Don Moffatt, Don Zimmer, Don Teal, John Keys, Richard Tonry and Ron Tardo were present.

Campaign contributions for Mr. Tonry were discussed at the meeting, but Mr. Tonry mentioned that there are certain legal requirements regarding contributions and loans, and all such must be cleared with and through his Finance Committee. No promises of jobs or business were made by any parties present.

I borrowed $8,000.00 and gave it to Don Zimmer, who promised to repay it. There was no discussion of specifically what would be done with this money. Quite frankly, I will not deny that I thought the money would be used for political purposes but did not think that this could in any way be illegal. However, I had no personal knowledge whatsoever of what became of this money once I turned it over to Don Zimmer.

I felt certain that if this money were used by Don Zimmer for campaign purposes, that he would do it according to the legal requirements since Mr. Tonry had been so candid with us in mentioning the legal requirements of contributions. I never had any question in my mind concerning the legality of this situation until I received the subpoena to appear before the Grand Jury. At that time, not having had sufficient time to consult with an attorney, I may have been a lot more guarded and unclear in my testimony than I should have. If you have any further questions concerning what went on at the meeting with Mr. Tonry, I will be happy to answer them.

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS 8TH DAY
OF November, 1976.

NOTARY PUBLIC

All in violation of Section 1622 of Title 18 of the United States Code.

(5) On January 13, 1977, Bobby Wayne Eidson testified before the United States Grand Jury and voluntarily admitted under oath that he made certain false material declarations under oath while testifying before the Grand Jury on November 5, 1976 in the same continuous proceeding, and he then and there corrected the false material declarations by making truthful declarations under oath, in compliance with Section 1623(d) of Title 18 of the United States Code.

COUNT SIX

Subornation of Perjury

(18 U.S. Code, Section 1622)

(1) The allegations in paragraphs 1, 2, 3, (a) through (n) of 6, and 7 of Count One are incorporated herein by reference.

(2) On or about November 4, 1976 through on or about November 9, 1976, defendant Donald J. Zimmer did willfully, knowingly and unlawfully induce, instigate, procure and suborn

Jennings Leo Courville

to make false material declarations under oath while testifying before the United States Grand Jury for the Eastern District of Louisiana.

(3) On November 4, 5 and 9, 1976, Jennings Leo Courville appeared before the United States Grand Jury for the Eastern District of Louisiana, in compliance with a subpoena, and while being questioned, as a witness under oath, in consequence and as a result of the willful, knowing and unlawful inducement, instigation, procurement and subornation by defendant Donald J. Zimmer, did willfully, knowingly and unlawfully, and contrary to his oath, make false material declarations about certain points, as shown in the underlined parts of his transcribed testimony:

* * *

(November 4, 1976)

16 Q And Mr. Moffatt did call you and tell you
17 he wanted to make an $8,000 loan?
18 A Yes.
19 Q Did he tell you what he wanted to make
20 the loan for?
21 A No, not really. I have "investments"
22 on my loan memorandum.
23 Q Sir?
24 A My loan memorandum shows "investments."
25 Q What did he tell you he was going to make

(13)

14

1 an investment in with this $8,000?
2 A I didn't ask him.
3 Q What did he tell you?
4 A I didn't ask him. He didn't tell me
5 anything.
6 Q Where did you get the information
7 "investment"? Who told you that he
8 was going to make an investment?
9 A Well, I just put where it says purpose of
10 loan -- I asked him the purpose, he
11 said investment.
12 Q Moffatt told you that he was making an
13 investment with the $8,000?
14 A Yes.

(14)

10 Q All right. Now, exactly what did Mr.
11 Moffatt tell you when he called you
12 and told you that he, Zimmer, Teel
13 and Edison were going to be in on
14 Monday to make loans, each of them
15 for $8,000? Did he tell you that
16 each of them wanted to make a loan
17 for $8,000?
18 A Yes, I believe he said $8,000 each.
19 Q And did he say why they wanted to make
20 these loans?
21 A No. (17)

12 Q Did you ask him why did he want to make
13 those loans?
14 A No. (18)

1 size bills he wanted? Did he tell
2 you?
3 A I think he mentioned he wanted $100 bills.
4 Q Did he say why he wanted to take $8,000
5 cash out of the bank with him, just
6 walk out of the bank with $8,000
7 cash when you had given him a
8 cashier's check?
9 A He said he needed the cash.
10 Q Did he say why he needed the cash?
11 A No, not that I recall.
12 Q Did you learn later why he wanted the cash?
13 A I am assuming since these documents were
14 subpoenaed today, that he needed the
15 cash to pay some advertising.
16 Q For whom?
17 A I am just -- it is just totally an
18 assumption, but for Mr. Tonry.
19 Q What kind of advertising?
20 A I really don't know.
21 Q What makes you assume or think that Mr.
22 Zimmer needed the $8,000 cash to pay
23 for advertising?
24 A Well, that's an assumption today because
25 I am assuming he needed -- he wanted

to cash it because, you know, after I got this today, I am assuming that he must have used it to pay for advertising.

Q What kind of advertising for Mr. Tonry do you assume Mr. Zimmer was paying for with that $8,000?

A It is just an assumption, but I am under the impression that you have to have cash for TV. I am not positive, but that's what I --

Q What business do you understand Mr. Tonry was in that he needed advertising, $8,000 for advertising, particularly in cash?

A Well, again, I'm assuming that from being subpoenaed today, I'm assuming -- well, he was running for office.

Q What office?

A For Congress.

Q What district?

A I don't know -- the St. Bernard area.

Q The First Congressional District of Louisiana?

A I believe that's correct.

1 Q Now, can you explain why Mr. Zimmer would
2 have to pay -- why couldn't he just
3 have endorsed the cashier's check to
4 whoever the advertiser was who was
5 out doing the advertising for Mr.
6 Tonry as a candidate for Congress?
7 A I am just -- that was just an assumption
8 on my part, Mr. Gallinghouse. I
9 don't know.
10 Q Well, give us the basis, the factual basis
11 for your assumption.
12 A Maybe he didn't need it for that purpose.
13 I don't really know. I mean, I just
14 assumed that after today.

(26)

1 back to determine whether those
2 cashier's checks have been cashed?
3 A Of course.
4 Q Mr. Courville, what else was said about
5 the four $8,000 loans made that day
6 by your bank to Zimmer, Moffatt,
7 Edison and Teel?
8 A Not really much. I just asked the purpose,
9 and the purpose was -- the memorandum
10 purpose was investment, they left,
11 and that was it.
12 Q Did each of the four men tell you that
13 he was making the $8,000 loan made
14 to him for investment purposes?
15 A No. I just said what are the purposes
16 of these loans, and they said
17 investments, and that's it.
18 Q Well, who said investments?
19 A I don't recall.
20 Q Well, whoever said it, did he say it with-
21 in hearing range of the other three?
22 A Yes.
23 Q Did any of the other three say no, that's
24 not the purpose of the loan, or
25 indicate to you that he did not want

1 made and -- just like I say, I am
2 assuming that the funds were used
3 for something they weren't supposed
4 to be, otherwise I wouldn't be here.
5 I don't know. (35)

3 Q Did Mr. Zimmer tell you that he was going
4 to use this money or part of the
5 money to pay for television advertis-
6 ing for Mr. Rick Tonry in his
7 campaign for Congress?
8 A No, sir.
9 Q Did he tell you that he had done it after
10 he did it?
11 A No, sir.
12 Q You are just assuming that?
13 A It is pure assumption on my part today
14 when I was subpoenaed for these notes.
15 I haven't talked to Mr. Zimmer. (38)

9 Q Have you learned what was done with the
10 $32,000 or any part thereof repre-
11 sented by these four $8,000 loans?
12 A No.
13 Q Did Don Moffatt tell you that he was
14 supporting Mr. Richard A. Tonry as
15 a candidate for Congress?
16 A I don't recall that he said that, sir.
17 Q Did any of the other three men tell you
18 that they were supporting Mr. Tonry?
19 A No.
20 Q Do you know whether or not this money was
21 used for Mr. Tonry?
22 A No, to be honest with you, I don't, but
23 each one of these gentlemen endorsed
24 their check over to Mr. Zimmer. (31)

21 Q Mr. Courville, do you know anything else
22 about these four loan transactions
23 other than what you have said here
24 today?
25 A Not really, you know, just four loans were
(34)

* * *

(November 9, 1976)

16 That is the provision under which we want to
17 allow you the opportunity to testify
18 truthfully about any point on which you
19 may have testified falsely in your
20 earlier appearance before the Grand
21 Jury.
22 Do you wish to avail yourself of that
23 provision, Mr. Courville?
24 A Can I make a statement?
25 Q Please do.

1 A I feel I have testified truthfully in
2 previous appearances. (5)

(4) On or about November 9, 1976, Jennings Leo Courville voluntarily informed Special Agents of the Federal Bureau of Investigation and the United States Attorney for the Eastern District of Louisiana that he did make false material declarations under oath while testifying before the United States Grand Jury on November 5, 1976.

All in violation of Section 1622 of Title 18 of the United States Code.

(5) On January 13, 1977, Jennings Leo Courville testified before the United States Grand Jury and voluntarily admitted under oath that he made certain false material declarations under oath while testifying before the Grand Jury on November 4, 5 and 9, 1976 in the same continuous proceeding, and he then and there corrected the false material declarations by making truthful declarations under oath, in compliance with Section 1623(d) of Title 18 of the United States Code.

A TRUE BILL

H. T. Gaulard
FOREMAN

Gerald J. Gallinghouse
United States Attorney

Cornelius R. Heusel
Cornelius R. Heusel
First Assistant U. S. Attorney

Robert N. Habans, Jr.
Robert N. Habans, Jr.
Assistant U. S. Attorney
Chief, Criminal Division

Daniel A. Bent
Daniel A. Bent
Assistant U. S. Attorney

New Orleans, La.
January 20, 1977

Form No. 126

No. _____

UNITED STATES DISTRICT COURT

Eastern District of Louisiana

_____ Division

THE UNITED STATES OF AMERICA

vs.

DONALD J. ZIMMER

INDICTMENT

INDICTMENT FOR OBSTRUCTION OF JUSTICE, FALSE DECLARATIONS BEFORE GRAND JURY, AND SUBORNATION OF PERJURY

VIOLATION: 18 USC 1503, 1622 & 1623

A true bill,

H. T. Gaudet

Foreman.

Filed in open court this _____ day of _____, A. D. 19____

_____

Clerk.

Bail, $

Dave Ellis

GPO 868-929

7804007235

N7 8 0 4 0 0 7 2 4

MINUTE ENTRY
JOHANNESEN, M.
MARCH 29, 1977

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

MAR 30 1977
CLERK

UNITED STATES OF AMERICA

VERSUS

DONALD J. ZIMMER

CRIMINAL

NO. 77-33

SECTION "A"

** CRIMINAL ARRAIGNMENT **

APPEARANCES: ✓/ Defendant

✓/ Counsel for Defendant Robert Zibilich, Esq.

✓/ Ass't U. S. Attorney Daniel Bent

___/ Interpreter

✓/ READING OF THE INDICTMENT/INFORMATION: READ WAIVED

✓/ DEFENDANT ADVISED OF THE MAXIMUM PENALTY

___/ DEFENDANT ADVISED OF THE POSSIBILITY OF ALTERNATIVE SENTENCING UNDER THE YOUTH CORRECTIONS ACT

✓/ DEFENDANT PLEADS NOT GUILTY TO ALL COUNTS

___/ DEFENDANT GIVEN TEN DAYS TO FILE SPECIAL PLEADINGS

___/ DEFENDANT WISHES TO PARTICIPATE IN THE OMNIBUS PROCEDURE

___/ GOVERNMENT REFUSES TO PARTICIPATE IN THE OMNIBUS PROCEDURE

___/ DEFENDANT REMANDED TO U. S. MARSHAL

✓/ DEFENDANT RELEASED ON ORIGINAL BOND WHICH IS MADE APPLICABLE TO THE SUPERSEDING INDICTMENT.

___/ NEW BOND SET AT

___/ DEFENDANT RELEASED ON NEW BOND

✓/ OTHER: Defense moves that all pleadings and objections to rulings on pleadings in the original case be made applicable to this case. Motion GRANTED. Government moves that all responses to pleadings in original case be incorporated into this case. Motion GRANTED.

NOTICE:

___/ PRE-TRIAL CONFERENCE:

✓/ TRIAL: All parties are informed that a jury will be picked this Friday.

___/ OMNIBUS HEARING:

NOTIFICATION BY:

✓/ CLERK: ✓ AUSA ✓ DEFT ✓ COUNSEL FOR DEFT ✓ U. S. MARSHAL

___/ MAGISTRATE ___ AUSA ___ DEFT ___ COUNSEL FOR DEFT ___ U. S. MARSHAL

MAR 30 1977

FEE
PROCESS
CHARGE
INDEX
ORDER
HEARING
DOCUMENT No. 22

7 8 0 4 0 0 7 2 4 8 7

United States of America vs.

United States District Court for

DEFENDANT: DONALD J. ZIMMER

DOCKET NO. 77-33 - A

JUDGMENT AND PROBATION/COMMITMENT ORDER

AO-245 (6/74)

COUNSEL

In the presence of the attorney for the government the defendant appeared in person on this date

MONTH	DAY	YEAR
June	1	1977

[ ] WITHOUT COUNSEL — However the court advised defendant of right to counsel and asked whether defendant desired to have counsel appointed by the court and the defendant thereupon waived assistance of counsel.

[X] WITH COUNSEL — Robert Zibilich (Name of counsel)

PLEA

[X] GUILTY, and the court being satisfied that there is a factual basis for the plea, [ ] NOLO CONTENDERE, [ ] NOT GUILTY

FINDING & JUDGMENT

There being a finding/~~verdict~~ of [ ] NOT GUILTY. Defendant is discharged [X] GUILTY. as to Counts 1 and 2 on April 1, 1977

Defendant has been convicted as charged of the offense(s) of 18 USC 371; 600; 2; and 2 USC 441a(a)(1)(A), 441g, and 441j(a)

CONSPIRACY TO PROMISE BENEFITS, ETC.

as to the Bill of Information

SENTENCE OR PROBATION ORDER

The court asked whether defendant had anything to say why judgment should not be pronounced. Because no sufficient cause to the contrary was shown, or appeared to the court, the court adjudged the defendant guilty as charged and convicted and ordered that: The defendant is hereby committed to the custody of the Attorney General or his authorized representative for imprisonment for a period of four (4) months as to Count 1. As to Count 2 defendant is hereby committed to the custody of the Attorney General or his authorized representative for imprisonment for a term of one (1) year. The execution of said sentence of imprisonment is suspended and defendant is placed on probation for a period of three (3) years, to commence upon release from custody. Said sentence on Count 2 to run consecutively to sentence on Count 1.

As a special condition of probation, defendant is fined in the amount of three thousand dollars ($3,000.00), to be paid within two (2) years, with a payment plan to be specified by the Probation Office.

SPECIAL CONDITIONS OF PROBATION

Further conditions of probations:

1. Defendant obey all local, state and federal laws.
2. Comply with the rules and regulations of the probation department.
3. Not engage in any poltical activity during the period of probation.

Defendant is to report to the United States Marshal by June 15, 1977.

Government moves to DISMISS superceding Indictment. SO ORDERED.

ADDITIONAL CONDITIONS OF PROBATION

In addition to the special conditions of probation imposed above, it is hereby ordered that the general conditions of probation set out on the reverse side of this judgment be imposed. The Court may change the conditions of probation, reduce or extend the period of probation, and at any time during the probation period or within a maximum probation period of five years permitted by law, may issue a warrant and revoke probation for a violation occurring during the probation period.

COMMITMENT RECOMMENDATION

The court orders commitment to the custody of the Attorney General and recommends,

It is ordered that the Clerk deliver a certified copy of this judgment and commitment to the U.S. Marshal or other qualified officer.

Marshal - 2
Probation - 2
Def - 1
atty - 1

SIGNED BY

[X] U.S. District Judge

[ ] U.S. Magistrate

Date June 1, 1977

DOCUMENT NO. 73

HEARING DOCUMENT No.

7 8 0 4 0 0 6 7 2 0 3 3

Case Filed Mo. Day Year: 1 20 77

Filed Magistrate Assigned: 531 / 3116

U.S. vs. ZIRP[redacted]ALD J.

77 33 1

U.S. MAG. CASE NO.

U.S. INDICTMENT | OFFENSES CHARGED | ORIGINAL COUNTS

18:1503 Obstruction of justice,
18:1623 False declarations before Grand Jury
18:1621 and subornation of perjury

Total: 2 Cts

SUPERSEDING COUNTS

BAIL • RELEASE

Bail Denied | Amt. Set | Release | Release Revoked | Jail

$ 500 | Date | Collateral | 10% Deposit | Surety Bond | Collateral | 3rd Pty Cust. | Other | Bail Not Made | Status Changed (See Docket)

II. KEY DATES & INTERVALS

ARREST or | INDICTMENT X | ARRAIGNMENT | TRIAL | SENTENCE

U.S. Custody Began | High Risk Date | Information 1-20-77 | Trial Set For | Voir Dire | Disposition of Charges

Summons Served | Indict Waived | Superseding Indictment | Not Plea 1-26-77 | Trial Began | Convicted | On All Charges | On Lesser Offenses

First Appearance | In Charging District | Trial Ended | Acquitted | Dismissed | WOP | WP | On Government's Motion

MAGISTRATE

	DATE	INITIAL/NO.		INITIAL/NO.	OUTCOME
Search Warrant: Issued / Return			INITIAL APPEARANCE DATE ▶		DISMISSED
Summons: Issued / Served			PRELIMINARY EXAMINATION OR REMOVAL HEARING: Date Scheduled ▶ / Date Held ▶		HELD FOR GJ OR OTHER PROCEEDING IN THIS DISTRICT
Arrest Warrant Issued			WAIVED / NOT WAIVED / INTERVENING INDICTMENT	Tape Number	HELD FOR GJ OR OTHER PROCEEDING IN DISTRICT BELOW
COMPLAINT ▶					
OFFENSE (In Complaint)					

U.S. Attorney or Asst.

Daniel A. Bent
589-3518
Ronald Fonseca

ATTORNEYS Defense CJA, Ret., Waived, Self, None / Other, PD, CD

Gary Dragon
323 West Judge Perez Dr. Chalmette, La.
271-0472
Louis Herbige (for arraignment only) 1370 Saratoga St.

* Show last names and suffix numbers of other defendants on same indictment/information.

New Counsel: Robert Zirlah, 7607 Jump St. N.O., La. 70115

DATE | (DOCUMENT NO.) | PROCEEDINGS | EXCLUDABLE DELAY

-33 FRIDAY, APRIL 1, 1977 9:30 AM

Re-arraignment
~~TRIAL (JURY)~~

Defendant is present and with counsel.

Government files Bill of Information. So ORDERED by the Court.

Defendant enters a plea of GUILTY as to the 2 Counts of the Bill of Information, is sworn to tell the truth and is examined by the Court.

Government advises the Court as to plea-bargainigg.

Government calls: WILLIAM L. CAMBEL, sworn, Spec. Agent FBI

Based on the information received, the Court finds a factual basis for the plea of guilty and therefore does adjudge the defendant guilty and lets the plea be received.

The Court ORDERS a Pre-Sentence Investigation.

Defendant is released on his present bond.

PROCESS
CHARGE
DOCUMENT NO. 34

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA.
APR 1 10 46 AM '77
NELSON P. JONES
CLERK

BILL OF INFORMATION FOR CONSPIRACY TO PROMISE BENEFITS FOR POLITICAL ACTIVITY AND TO CAUSE TO BE CONTRIBUTED CASH IN EXCESS OF ONE THOUSAND DOLLARS TO A CONGRESSIONAL CANDIDATE

UNITED STATES OF AMERICA	*	CRIMINAL ACTION NO. 77-33
	*	
versus	*	SECTION: "A"
	*	
DONALD J. ZIMMER	*	VIOLATIONS: 18 USC 371; 600; 2;
	*	and 2 USC 441a(a)(1)(A),
	*	441g, and 441j(a)

The United States Attorney charges that:

COUNT 1

On or about October 25, 1976, in the Eastern District of Louisiana, the defendant Donald J. Zimmer and others, not named herein, did willfully and knowingly agree and conspire with each other to commit criminal offenses against the United States, to wit:

A. To directly or indirectly promise special consideration in the obtaining of employment or appointment of John T. Keys, Jr., as an attorney to perform services on behalf of the United States of America for which he was to be compensated, said compensation and services to have been provided and made possible by an act of Congress, in return for a campaign contribution in the amount of $8,000 to be given to Richard A. Tonry, who was then a candidate for the position of Member of the House of Representatives of the United States of America and was the Democratic nominee for that position in the First Congressional District for the State of Louisiana, which election was to be held on November 2, 1976; in violation of 18 USC 600;

B. To knowingly and willfully cause contributions of cash and contributions in excess of $1,000 to be made by individuals to Richard A. Tonry, who was then a candidate

FEE
PROCESS
CHARGE 68
INDEX
ORDER
HEARING
DOCUMENT NO. 25

for the position of Member of the House of Representatives of the United States of America and was the Democratic nominee for that position in the First Congressional District for the State of Louisiana, in the general election which was to be held on November 2, 1976; in violation of Title 2, United States Code, Section 441a(a)(1)(A), Section 441g, and Section 441j(a).

OVERT ACTS

In furtherance of the conspiracy and to effectuate the objects thereof, the defendant and others committed the following overt acts:

1. On October 25, 1976, Donald J. Zimmer, Richard A. Tonry, and Ronald S. Tardo met with John T. Keys, Jr., Donald S. Moffatt, Bobby Wayne Eidson and Glenn Don Teel at the office of John T. Keys, Jr., for the purpose of raising $50,000 for the campaign of Richard A. Tonry.

2. On October 25, 1976, John T. Keys, Jr., was promised that the position and influence of Richard A. Tonry, if elected, would be used to give special consideration in obtaining employment and appointment of John T. Keys, Jr., as an attorney to perform services on behalf of the United States of America for which he was to be compensated, if he would make a campaign contribution to Richard A. Tonry in the amount of $8,000.

3. On October 25, 1976, the defendant Donald J. Zimmer and Donald S. Moffatt, Bobby Wayne Eidson and Glenn Don Teel met at the First Progressive Bank in Jefferson Parish and borrowed $8,000 each, the proceeds of which were disbursed by check to each.

4. On October 25, 1976, Donald S. Moffatt, Bobby Wayne Eidson and Glenn Don Teel endorsed the checks and gave them to the defendant Donald J. Zimmer who cashed these checks and cashed an $8,000 check made out to himself.

5. On or about October 25, 1976, the defendant Donald J. Zimmer, pursuant to the agreement made at the meeting at the office of John T. Keys, Jr., delivered $32,000 in $100 bills to Richard A. Tonry for use in the Congressional campaign of Richard A. Tonry.

All in violation of Title 18, United States Code, Section 371.

COUNT 2

On or about October 25, 1976, in the Eastern District of Louisiana, the defendant Donald J. Zimmer did knowingly, willfully, and unlawfully make a contribution of $8,000 in United States currency to Richard A. Tonry, and did accept on behalf of, and deliver to, Richard A. Tonry, an additional $8,000 in contributions in United States currency from Glenn Don Teel, Donald S. Moffatt and Bobby Wayne Eidson, for a total of $32,000 in currency, while Richard A. Tonry was then a candidate for the position of Member of the House of Representatives of the United States of America and was the Democratic nominee for that position in the First Congressional District for the State of Louisiana in the general election which was to be held on November 2, 1976; all in violation of Title 2, United States Code, Section 441a(a)(1)(A), Section 441j(a), and Title 18, United States Code, Section 2.

Gerald J. Gallinghouse
United States Attorney

Cornelius R. Heusel
First Assistant U. S. Attorney

Daniel A. Bent
Assistant United States Attorney

New Orleans, Louisiana
April 1, 1977

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA
NEW ORLEANS, LA. 70130

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE $300

Closed Records
Bud J. Gonzales

7804007244 2

Attention: Elizabeth Huber
Federal Election Commission
1325 K. Street
Washington D.C.
Zip 20463

7 8 0 4 0 0 7 2 4 4 3

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

* * *

UNITED STATES OF AMERICA	*	CRIMINAL ACTION
versus	*	NO.
ALCIDE W. HERNANDEZ, JR.,	*	
		SECTION
LOUIS H. LANDREAUX,	*	
		VIOLATIONS: 18 U.S.C. 241,
LESTER F. HESSA, SR., and	*	42 U.S.C. 1973(i)(c),
		18 U.S.C. 1341, and
KENNETH F. CANTU	*	18 U.S.C. 2

* * *

INDICTMENT FOR CONSPIRACY TO COMMIT VOTE FRAUD IN VIOLATION OF CITIZENS' RIGHTS TO AN HONEST ELECTION; FRAUDULENT VOTING AND FALSIFICATION OF ELECTION RECORDS; AND, SCHEME TO DEFRAUD BY USE OF MAILS

* * *

The Grand Jury Charges:

COUNT ONE

The Conspiracy Count

(18 U.S. Code, Section 241)

(A) The Defendants

At all times during the conspiracy, from on or about June 1, 1976 to on or about January 12, 1977, the date of this indictment:

(1) Defendant Alcide W. Hernandez, Jr. resided at 8425 Prince Drive, Chalmette, La., in Ward 2, Precinct 6 of St. Bernard Parish; was a Deputy Sheriff for St. Bernard Parish Sheriff John F. "Jack" Rowley; and, was a supporter of the St. Bernard Parish political organization of Sheriff Rowley, herein called the "Rowley political organization".

(2) Defendant Louis H. Landreaux resided at 207 Severn Street, Chalmette, La., in Ward 2, Precinct 6 of St. Bernard Parish; was a Deputy Sheriff for St. Bernard Parish Sheriff John F. "Jack" Rowley; and, was a supporter of the Rowley political organization.

(3) Defendant Lester R. Messa, Sr. resided at 8505 Deerfield Drive, Chalmette, La., in Ward 2, Precinct 6; and, he was a supporter of the Rowley political organization.

(4) Defendant Kenneth F. Cantu resided at 8432 Creole Drive, Chalmette, La., in Ward 2, Precinct 6 of St. Bernard Parish; was a member of St. Bernard Parish Democratic Executive Committee; and, was a supporter of the Rowley political organization.

(5) The defendants, Alcide A. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, were caused to be selected and appointed as the official election commissioners in Ward 2, Precinct 6 of St. Bernard Parish by Sheriff John F. "Jack" Rowley, as Chairman of the St. Bernard Parish Executive Committee, and as Chairman (or President) of the Board of Supervisors of Elections for St. Bernard Parish, to preside over and to conduct in the voting place in that precinct, the second Democratic Party primary election, on October 2, 1976, for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(6) The defendants, Alcide A. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, as individuals and together, as supporters of the Rowley political organization, campaigned for and promoted the candidacy of Richard A. Tonry, as a candidate for the nomination of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of

Louisiana, whose candidacy was publicly endorsed and supported by Sheriff John F. "Jack" Rowley and the Rowley political organization.

(B) The 1976 Congressional Election

(1) On June 11, 1976, the Democratic Executive Committee for the First Congressional District of Louisiana issued a call for a primary election to nominate a candidate of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States, in accordance with applicable federal law, including Article 1, Section 2 of the Constitution of the United States, and applicable state law, including the Primary Election Law (Chapter 2 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and supplemented (LSA-R.S. 18:281-383, particularly LSA-R.S. 18:301)).

(2) The First Congressional District of Louisiana consists of the parishes of St. Tammany, St. Bernard and Plaquemines, and that portion of the Parish of Orleans comprising Wards 8, 9 and 15, Precincts 9 through 23 of Ward 4, Precincts 16 through 19 of Ward 5, Precincts 4, 5, 7, 8, 9, 9A, 10 and 15 through 42 of Ward 7, and Precincts 18 through 21 of Ward 17, in accordance with Section 1431 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and supplemented (LSA-R.S. 18:1431).

(3) On August 14, 1976, the first Democratic Party primary election was held; and, on August 21, 1976 Secretary of State Paul J. Hardy certified that the two candidates who received the greatest number of votes in the August 14, 1976 first Democratic Primary election for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana were James A. Moreau, with 38,429 votes, and Richard A. Tonry, with 18,837 votes, and also certified that the votes received by the other four candidates were as

follows: David F. Dixon, 12,659 votes; Salvadore E. Gutierrez, Jr., 10,343 votes; William T. Bergeron, 6,335 votes; and, Albert Laplace Dart, 682 votes.

(4) On October 2, 1976, the second Democratic Party primary election was held for the purpose of electing one of two candidates, either James A. Moreau or Richard A. Tonry, as the nominee of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States.

(5) The defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu served as poll commissioners and election officials in the voting place at the Buccaneer Villa North Gym at 8536 Victory Drive in Chalmette, La. in Ward 2, Precinct 6 of St. Bernard Parish for the October 2, 1976 second Democratic Party primary election.

(6) Immediately after the polls closed for the October 2, 1976, second Democratic Party election, the defendant commissioners, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, as election officials in Ward 2, Precinct 6 of St. Bernard Parish, signed, under oath as to the correctness thereof, the triplicate poll lists that purportedly contained the names and ballot numbers of persons who voted, or for whom votes were cast, in that voting place; tabulated the votes from the two voting machines used in that voting place, signed, swore to, and certified the correctness of the quadruplicate tabulation sheets; deposited one of the tabulation sheets and one of the poll lists in the voting machines, and caused one of the poll lists, one of the voting machine certificates, and one of the tabulation sheets to be put in a self-addressed and stamped envelope and to be placed in the United States mails for delivery to Secretary of State Paul J. Hardy in Baton Rouge, Louisiana, and another tally sheet to be delivered to Sidney D. Torres, Clerk of Court for St. Bernard Parish,

and caused another poll list and tabulation sheet to be put in a self-addressed and stamped envelope and to be placed in the United States mails for delivery to Andrew P. Sanchez, as Chairman of the Democratic Executive Committee for the First Congressional District, in New Orleans, Louisiana.

(7) The defendant commissioners, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, declared, certified, and represented under oath on the poll lists, tabulation sheets and voting machine certificates that 722 duly registered voters cast votes on the two voting machines (466 votes on Machine A-No. 13,303, and 256 votes on Machine B-No. 13,304) in the voting place, plus two absentee votes, in Ward 2, Precinct 6 of St. Bernard Parish, in the October 2, 1976 second Democratic Party primary election for the federal office of Member of the House of Representatives of the Congress of the United States, in accordance with law, and that candidate James A. Moreau received 183 legal votes, and that candidate Richard A. Tonry received 541 legal votes.

(8) On October 8, 1976, Secretary of State Paul J. Hardy, in reliance upon the declarations, certifications, and representations as to the actual number of legal votes cast for each of the two candidates, James A. Moreau and Richard A. Tonry, in the tabulation sheets and poll lists made by the commissioners, as the election officials, who served in the voting places in the precincts in the October 2, 1976 second Democratic Party primary election, including the defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, and in performance of his ministerial duty, issued an official proclamation, in which he announced and declared the compiled results of the election to be that candidate Richard A. Tonry received a total of 48,798 votes, or 352 votes more than the 48,446 votes received by candidate James A. Moreau, (although the tabulations of the votes shown on the voting

machine counters in the First Congressional District of Louisiana indicated that candidate Richard A. Tonry actually received 48,798 votes, or only 184 votes more than the 48,603 votes received by candidate James A. Moreau) and he then caused these returns to be promulgated on October 8, 1976, in the Baton Rouge State-Times, as the official journal of the state.

(9) On October 9, 1976, the Democratic Executive Committee for the First Congressional District of Louisiana adopted a resolution in which it acknowledged receipt of a certified copy of the compilation of the election returns showing the results of the October 2, 1976 second Democratic Party primary election to be that candidate Richard A. Tonry received 48,798 votes, or a majority of the votes cast in the election, and that candidate James A. Moreau received 48,446 votes, and declaring candidate Richard A. Tonry thereby to be the nominee of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana in the general election to be held on November 2, 1976.

(10) On November 2, 1976, the general election was held for the purpose, among others, of electing one of three congressional candidates, either Richard A. Tonry, Bob Livingston or John R. Rarick, to the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(11) On November 20, 1976, Secretary of State Paul J. Hardy, in reliance on the declarations, certifications and representations [illegible] to the actual number of votes cast in the election for each of the three candidates, as shown in the tabulation sheets certified by the commissioners, as the election officials in the voting places, and submitted

by the Boards of Supervisors for Elections in the parishes in the First Congressional District, issued an official proclamation, in which he announced and declared the compiled results of the election to be that candidate Richard A. Tonry received a total of 61,652 votes, that candidate Bob Livingston received a total of 56,679 votes, and that candidate John R. Rarick received a total of 12,227 votes; and, he officially declared candidate Richard A. Tonry to be duly and legally elected to the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(12) On November 22, 1976, an official election proclamation was issued, in accordance with the General Election Law of Louisiana (Chapter 3 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and supplemented (LSA-R.S. 18:541-781, particularly LSA-R.S. 18:572)), by Edwin W. Edwards, as Governor of Louisiana, and William J. Guste, Jr., as Attorney General of Louisiana, and J. R. Nelson, as Assistant Secretary of State of Louisiana, certifying that Richard A. Tonry was duly and legally elected to represent the people of the First Congressional District of Louisiana as a Member of the House of Representatives in the 95th Congress of the United States for the term of two years, from and after January 3, 1977.

* * *

(C) Description of the Conspiracy

During the period, from on or about June 1, 1976 and continuing until on or about January 12, 1977, the date of this indictment, in the Eastern District of Louisiana and elsewhere, the defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, did willfully, knowingly and unlawfully combine, confederate, conspire and agree together with each other and other persons, some known and some unknown to the Grand Jury, to injure, oppress and interfere with the free exercise and enjoyment of the rights and privileges of the citizens of the United States, who were duly qualified registered electors and voters in the First Congressional District of the State of Louisiana, that are guaranteed and secured to them, and protected, by the Constitution and laws of the United States, including

(1) their right and privilege to a free, fair and honest election to nominate a candidate of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana in the October 2, 1976 second Democratic primary, in accordance with all applicable state and federal laws; and,

(2) their right and privilege to express by their legitimate votes their choice of a candidate for the Democratic nomination for the office of Representative in the United States Congress, and to have their legitimate votes cast, counted, recorded and certified fairly, honestly and truthfully at their full value and effect; and,

(3) their right and privilege to be represented in the House of Representatives in the 95th Congress of the United States for the term of two years, from and after January 3, 1977, by a duly and legally elected candidate who has received a majority of the legal votes cast by duly qualified electors and voters, in accordance with all applicable state and federal laws,

without their legitimate votes being impaired, diluted, discounted and nullified by false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, or caused or allowed to be cast, counted, recorded and certified, under color of law, by the defendant commissioners, as the election officials in Ward 2, Precinct 6 of St. Bernard Parish, for the primary objects and purposes of obtaining illegal votes for, and unlawfully securing the Democratic nomination of, Richard A. Tonry, for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(D) Ways and Means to Accomplish Objects and Purposes of the Conspiracy

The Grand Jury further charges, as parts of the conspiracy and among the ways and means that the defendants Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, and their co-conspirators would, and did, act in furtherance of the conspiracy and to accomplish the objects and purposes thereof, were the following:

(1) The defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu would be, and they were, caused to be selected

and appointed as the official election commissioners in Ward 2, Precinct 6 of St. Bernard Parish by Sheriff John F. "Jack" Rowley, as the head of the Rowley political organization, and as Chairman of the St. Bernard Parish Democratic Executive Committee, and as Chairman (or President) of the Board of Supervisors of Elections for St. Bernard Parish, and they would, and they did, preside over and conduct the 1976 congressional elections in that voting place, and they would, and they did, have complete authority and control of the voting records, voting machines and voting procedures therein, and they would be able, and they were able, to put into effect and carry out a vote fraud scheme to obtain illegal votes for, and to secure the nomination and election of, Richard A. Tonry, their congressional candidate, who had been endorsed, and was being supported, by Sheriff John F. "Jack" Rowley, as head of, and the Rowley political organization, through the casting, recording, counting, tabulation, certification and promulgation of fraudulent and illegal votes.

(2) The defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, would, and did, cast votes for and in the names of some persons who were not registered to vote in Ward 2, Precinct 6 of St. Bernard Parish, and for and in the names of some persons who were registered to vote in that voting precinct but did not appear in the polling place to vote, and they would, and they did, cause fraudulent and illegal votes to be cast, recorded, counted, tabulated, certified and promulgated.

(3) The defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, would, and they did, forge the names of voters on the official registration certificates in the original precinct registers for persons for whom the defendant commissioners would, and did, cast votes, and they would, and they did, falsify the poll lists to show that these persons actually voted although they had not.

(4) The defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, would, and they did, cause names of some real persons and some fictitious persons to be entered and shown on the poll lists in sufficient numbers to coincide with the number of fraudulent and illegal votes that they caused or allowed to be cast.

(5) The defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, would, and they did, tabulate all votes cast on each of the two voting machines, including the fraudulent and illegal votes that they cast, or caused to be cast, and would, and they did, falsify the total number of votes on the official tabulation sheets, poll lists an voting machine certificates.

(6) The defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, would, and they did, falsify and certify under oath the number of legal votes cast in the election and the correctness of the poll lists of persons voting at this polling place.

(7) The defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, would and they did, place one of the falsified tally sheets, the poll lists and the compiled statement in the voting machines; and, would, and they did, cause a second set of voting records to be delivered to the Chairman of the First Congressional District Democratic Executive Committee; and, they would, and they did, cause a third set of voting records to be mailed to the Secretary of State for certification and promulgation.

(8) The defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, and their co-conspirators would, and they did, willfully, knowingly, fraudulently and unlawfully falsify,

misrepresent, conceal and cover up material facts and circumstances relating to the false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified by themselves, as the election officials in Ward 2, Precinct 6 of St. Bernard Parish in the Democratic Party primary election to be held, and held, on October 2, 1976 for the purpose of electing the nominee of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

All for the primary objects and purposes of obtaining illegal votes for, and unlawfully securing the Democratic nomination of, Richard A. Tonry, whose congressional candidacy they, and Sheriff John F. "Jack" Rowley, and the Rowley political organization, were actively and vigorously supporting, for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

* * *

(E) Overt Acts in Furtherance of Conspiracy

The Grand Jury further charges that the defendants Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, and their co-conspirators committed the following overt acts, among others, in furtherance of their conspiracy and to accomplish the objects and purposes thereof, relating to their authority and responsibility, as the official poll commissioners in the voting place in Ward 2, Precinct 6 of St. Bernard Parish for the second Democratic Party primary election held on October 2, 1976 for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana:

(1) At about 5:30 AM on October 2, 1976, the defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, as the official election commissioners, assumed responsibility, authority, control and operation of the voting place at the Buccaneer Villa North Gym at 8536 Victory Drive in Chalmette, La. in Ward 2, Precinct 6 of St. Bernard Parish.

Overt Acts 2-30
(29 Votes)

While serving as the official election commissioners in the voting place in Ward 2, Precinct 6 of St. Bernard Parish for the federal election on October 2, 1976, the defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, cast, recorded, counted, tabulated and certified, or caused to be cast, recorded, counted, tabulated and certified, a fraudulent and illegal vote for and in the names of persons who were registered to vote in St. Bernard Parish, but did not appear in the polling place and vote in that election; and, the defendants wrote, or caused to be written, on the poll lists for that voting precinct, the names of such persons thereby falsely represent-

ing that each of these persons had appeared in the polling place and cast a vote for himself or herself, as follows:

Overt Act	Name of Person For Whom Vote Was Cast	Signature Lines on Poll List
2	John Sanchez	343
3	Denise Sanchez	344
4	Timmy Lamarque	346
5	Carolyn D. Rizzutto	541
6	Cecelia Meyer	579
7	Phil Meyer	580
8	Charles C. Weixel	595
9	Corrine R. Jennings	603
10	Barbara C. Caillouette	604
11	Harry M. Nunez	622
12	Colleen B. Nunez	623
13	George E. Prestridge	624
14	Earlyne B. Prestridge	625
15	Deborah A. Wadleigh	626
16	William J. Whitfield	632
17	Dale W. Whitfield	633
18	Joseph C. Segari	645
19	Ronald M. Lamarque	673
20	Carmela C. Lamarque	674
21	Don P. Daigrepont	675
22	Patsy A. Daigrepont	676
23	Paul DiMaio	685
24	Marie P. DiMaio	686
25	Jeannette M. Deffes	687
26	Donald E. Dorand	688
27	Jane D. Dorand	689
28	Linda L. Schaughter	693
29	Murphy L. Eppinette, Jr.	694
30	Pauline G. Eppinette	696

Overt Acts 31-35
(5 Votes)

While serving as the official election commissioners in the voting place in Ward 2, Precinct 6 of St. Bernard Parish for the federal election on October 2, 1976, the defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Mesna, Sr. and Kenneth F. Cantu, cast, recorded, counted, tabulated and certified, or caused to be cast, recorded, counted, tabulated and certified, a fraudulent and illegal vote in and for the names of persons who were registered to vote and did appear in the polling place and vote for himself or herself in that election; and, the defendants cast, or caused to be cast, a second vote for and in the names of these persons; and, the defendants wrote, or caused to be written, on the poll lists for that voting precinct, the names of such persons thereby falsely representing that each of these persons had appeared in the polling place and cast a vote for himself or herself, as follows:

Overt Act	Name of Person For Whom Second Vote Was Cast	Signature Lines on Poll List
31	Alcee C. Roger	60 and 104
32	Paula T. O'Brien	160 and 323
33	George Finn	339 and 441
34	Anna Finn	340 and 440
35	Gary Florreich	586 and 618

Overt Acts 36-41
(6 Votes)

While serving as the official election commissioners in the voting place in Ward 2, Precinct 6 of St. Bernard Parish for the federal election on October 2, 1976, the defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Mesna, Sr. and Kenneth F. Cantu, cast, recorded, counted, tabulated and certified, or caused to be cast, recorded, counted, tabulated and certified, fraudulent and illegal votes

in and for the fictitious names of non-existent persons, or in the names of some real persons, none of whom was registered to vote in Ward 2, Precinct 6 of St. Bernard Parish; and, the defendants wrote or scribbled, or caused to be written or scribbled, on the poll lists for that voting precinct, names for such fictitious or real persons, some of which names were entered on the poll lists in clear and readable handwriting, and some of which names were scribbled and scratched on the poll lists in unclear and unreadable handwriting, thereby falsely representing that each of these persons was a duly qualified voter who appeared in the polling place and actually cast a legal vote for himself or herself, which names appear to be as follows:

Overt Act	Name of Person (Fictitious or Real) For Whom Vote Was Cast	Signature Line on Poll List
36	Annette Weixel	596
37	William Alfanso	619
38	Rosalino Lightell	646
39	Craig Denning	597
40	Craig Denning	616
41	Mrs. Denning	617

Overt Act 42
(1 Vote)

While serving as the official election commissioners in the voting place in Ward 2, Precinct 6 of St. Bernard Parish for the federal election on October 2, 1976, the defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, cast, recorded, counted, tabulated and certified, or caused to be certified, a fraudulent and illegal vote in and for the name of Ruth G. [illegible] registered to vote but did not appear in the polling place and vote in that election; and, the defendants forged, or caused to be forged, the signature of Ruth G. Bares on her voter registration certificate in the precinct

registrar; and, the defendants wrote, or caused to be written, on the poll lists for that voting precinct, the name of Ruth C. Bares on line 232, thereby falsely representing that she had appeared in the polling place and cast a vote for herself.

Overt Act 43

On October 2, 1976, the defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, as the official election commissioners in Ward 2, Precinct 6 of St. Bernard Parish in the second Democratic Party primary election for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, falsified and misrepresented the voter registration certificates, poll lists, voting machine certificates, and tabulation sheets as to the votes cast, counted, recorded, tabulated and certified for that voting precinct, as more fully set forth in paragraphs 6 and 7 of Section B of this Count, which are incorporated herein by reference.

All in violation of Section 241 of Title 18 of the United States Code.

* * *

* * *

The Substantive Counts

COUNT TWO

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code, Section 2)

Multiple Voting

On October 2, 1976, defendant Alcide W. Hernandez, Jr. did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Alcide W. Hernandez, Jr. to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT THREE

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code, Section 2)

Multiple Voting

On October 2, 1976, defendant Louis H. Landreaux did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants Alcide W. Hernandez, Jr.,

Lester R. Messa, Sr. and Kenneth F. Cantu did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Louis H. Landreaux to commit that criminal offense against the United States in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT FOUR

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code, Section 2)

Multiple Voting

On October 2, 1976, defendant Lester R. Messa, Sr. did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants Alcide W. Hernandez, Jr., Louis H. Landreaux and Kenneth F. Cantu did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Lester R. Messa, Sr. to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT FIVE

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code, Section 2)

Multiple Voting

On October 2, 1976, defendant Kenneth F. Cantu did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member

of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants Alcide W. Hernandez, Jr., Louis H. Landreaux and Lester R. Messa, Sr. did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Kenneth F. Cantu to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

* * *

* * *

COUNT SIX

(18 U.S. Code, Section 1341; and 18 U.S. Code, Section 2)

Mail Fraud

(1) During the period, from on or about June 1, 1976, to on or about January 12, 1977, the date of this indictment, the defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, individually, together and with other persons, willfully, knowingly and unlawfully intended to devise, and did devise, and intended to execute, and did execute, a scheme and artifice to defraud the citizens of the United States, who were duly qualified registered electors and voters in the First Congressional District of Louisiana of (a) their right and privilege to a fair, honest and lawful election in the October 2, 1976 second Democratic primary election for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana; and, (b) their right and privilege to have their legitimate votes for the congressional candidate of their choice cast, counted, recorded and certified fairly, honestly and truthfully in accordance with all applicable state and federal laws, without their legitimate votes being impaired, diluted, discounted and nullified by false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, under color of law, by the defendants, as the poll commissioners and election officials in Ward 2, Precinct 6 of St. Bernard Parish; and, (c) their right and privilege to be represented in the House of Representatives in the 95th Congress of the United States for the term of two years, from and after January 3, 1977, by a duly and legally elected candidate who has received a majority of the legal votes cast by duly qualified registered electors and voters, in accordance with all applicable state and federal laws.

(2) The primary objects and purposes of the scheme and artifice to defraud that was devised and executed by and through the defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, were to obtain illegal votes for the congressional candidacy of Richard A. Torry and to secure for him unlawfully, by means of false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, under color of law, by the defendant poll commissioners and election officials, the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(3) As parts of the scheme and artifice to defraud that was devised and executed by and through the defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, individually, together and with other persons, and among the ways and means used to further and accomplish the objects and purposes of the scheme and artifice to defraud, the defendants, Alcide W. Hernandez, Jr., Louis H. Landreaux, Lester R. Messa, Sr. and Kenneth F. Cantu, on or about October 2, 1976, did willfully, knowingly and unlawfully cause to be put in a self-addressed and stamped envelope and then placed in a post office or authorized depository for mail matter, for sending and delivery, by and through the mail, according to the directions on the envelope, to Honorable Paul J. Hardy, as Secretary of State of Louisiana, in Baton Rouge, Louisiana, the false and fraudulent poll list, vote tabulation sheet, and voting machine certificates for the October 2, 1976 second Democratic Party Primary election returns from Ward 2, Precinct 6 of St. Bernard Parish, as more fully set forth in the allegations in paragraphs 6 and 7 of Section B of Count 1 hereof, which are incorporated herein by reference.

All in violation of Section 1341 of Title 18 of the United States Code, and Section 2 of Title 18 of the United States Code.

* * *

A TRUE BILL:

_____
F O R E M A N

_____
Gerald J. Gallinghouse
United States Attorney

_____
Cornelius R. Heusel
First Assistant United States Attorney

_____
Robert N. Habans, Jr.
Assistant United States Attorney
Chief, Criminal Division

_____
Don M. Richard
Assistant United States Attorney

New Orleans, Louisiana
January 12, 1977

7 8 0 4 0 0 7 2 4 6 6

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

* * *

UNITED STATES OF AMERICA	*	CRIMINAL ACTION
versus	*	NO. 76-702
DANIEL A. MARSHALL,	*	SECTION A
GEORGE A. HALLAL,	*	
LAWRENCE R. HURSTELL,	*	VIOLATIONS: 18 U.S.C. 241, 42 U.S.C. 1973(i)(e), 18 U.S.C. 1341, and 18 U.S.C. 2
JOSEPH GANGE, and	*	
EUGENE A. VINCELLETTE	*	

* * *

SUPERSEDING INDICTMENT

INDICTMENT FOR CONSPIRACY TO COMMIT VOTE FRAUD IN VIOLATION OF CITIZENS' RIGHTS TO AN HONEST ELECTION; FRAUDULENT VOTING AND FALSIFICATION OF ELECTION RECORDS; AND, SCHEME TO DEFRAUD BY USE OF MAILS

* * *

(Original Indictment Returned December 16, 1976)

* * *

The Grand Jury Charges:

COUNT ONE

The Conspiracy Count

(18 U.S. Code, Section 241)

(A) The Defendants

At all times during the conspiracy, from on or about June 1, 1976 to on or about December 16, 1976,

(1) Defendants Daniel A. Marshall, George A. Hallal, Lawrence R. Hurstell, Joseph Gange and Eugene A. Vincelletto resided in Chalmette, La., and were supporters of the political organization of St. Bernard Parish Sheriff John F. "Jack" Rowley, herein called the "Rowley organization".

(2) [illegible] Chief of the St. Bernard Parish [illegible], Defendants Hallal and Hurstell were deputy sheriffs under Sheriff Rowley.

(3) Defendants supported the candidacy of Richard A. Tonry, who was a State Representative in the Louisiana Legislature from St. Bernard Parish, for the office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana; and, Tonry's candidacy was endorsed and supported by Sheriff Rowley and the Rowley organization.

(4) Defendants were selected and appointed as the poll commissioners and election officials in Ward 3, Precinct 6 of St. Bernard Parish for the October 2, 1976 second Democratic Party primary election by and for Sheriff Rowley, as head of the Rowley organization, and as Chairman of the St. Bernard Parish Democratic Executive Committee, and as Chairman of the Board of Supervisors of Elections for St. Bernard Parish.

(B) The 1976 Congressional Election

(1) On June 11, 1976, the Democratic Executive Committee for the First Congressional District of Louisiana issued a call for a primary election to nominate a candidate of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States, in accordance with federal law, including Article 1, Section 2 of the Constitution of the United States, and state law, including the Primary Election Law (Chapter 2 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and supplemented (LSA-R.S. 18:281-383)).

(2) The First Congressional District of Louisiana consists of the parishes of St. Tammany, St. Bernard and Plaquemines, and that portion of the Parish of Orleans comprising Wards 8, 9 and 15, Precincts 9 through 23 of Ward 4, [illegible] Precincts [illegible], 4, 7, 8, [illegible] 9A, 10 and 13 through [illegible] of Ward 7, and Precincts 18 through 21 of Ward 17, in accordance with Section 1431 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and

supplemented (LSA-R.S. 18:1431).

(3) On August 14, 1976, the first Democratic Party primary election was held; and, on August 21, 1976 Secretary of State Paul J. Hardy certified that the two candidates who received the greatest number of votes in that election were James A. Moreau (38,429 votes) and Richard A. Tonry (18,837 votes), and that the other four candidates received votes, as follows: David F. Dimon (12,659), Salvadore E. Gutierrez, (10,343), William T. Bergeron (6,335) and, Albert Laplace Dart (682).

(4) On October 2, 1976, the second Democratic Party primary election was held for the purpose of electing one of two candidates, either Moreau or Tonry, as the nominee of the Democratic Party.

(5) The poll commissioners who served as election officials in Ward 3, Precinct 6 of St. Bernard Parish for the October 2, 1976 second primary election were defendants Marshall, Hallal, Hurstell, Gange and Vincellette.

(6) After the polls closed for the October 2, 1976 election, the defendants, as poll commissioners and election officials in Ward 3, Precinct 6 of St. Bernard Parish, signed under oath as to the correctness thereof, the triplicate poll lists that purportedly contained the names and ballot numbers of persons who voted in that precinct; tabulated the votes from the two voting machines, and signed, swore to, and certified the correctness of the tabulation sheets; deposited one of the tabulation sheets and one of the poll lists in the voting machines; caused one of the poll lists, one of the voting machine certificates, and one of the tabulation sheets to be put in a self-addressed and stamped envelope and to be placed in the United States mails for delivery to Secretary of State [illegible], Louisiana, and another tally sheet to be delivered to Sidney D. Torres, Clerk of Court for St. Bernard Parish; and, caused another poll list and tabula-

tion sheet to be put in a self-addressed and stamped envelope and to be placed in the United States mails for delivery to Andrew P. Sanchez, as Chairman of the Democratic Executive Committee for the First Congressional District, in New Orleans, Louisiana.

(7) Defendants declared, certified, and represented under oath on the poll lists, tabulation sheets and voting machine certificates that 921 duly registered voters cast votes on the two voting machines (671 votes on Machine A-No. 20374, and 250 votes on Machine B-No. 20375) in the voting place in Ward 3, Precinct 6 of St. Bernard Parish, in the election, and that Moreau received 193 legal votes, and that Tonry received 728 legal votes.

(8) On October 8, 1976, Secretary of State Hardy, in reliance upon the declarations, certifications, and representations as to the number of legal votes cast for each of the two candidates, Moreau and Tonry, in the tabulation sheets and poll lists made by the poll commissioners, as the election officials, who served in the election, including defendants, and, in performance of his ministerial duty, issued an official proclamation, in which he announced and declared the compiled results of the election to be that Tonry received a total of 48,798 votes, or 352 votes more than the 48,446 votes received by Moreau, (although the tabulations of the votes shown on the voting machine counters indicated that Tonry actually received 48,789 votes, or only 184 votes more than the 48,605 votes received by Moreau), and he then caused these returns to be promulgated on October 8, 1976, in the Baton Rouge State-Times, as the official journal of the state.

(9) On October 9, 1976, the Democratic Executive Committee for the First Congressional District of Louisiana adopted a resolution in which it acknowledged receipt of a certified copy of the compilation of the election returns

showing the results of the October 2, 1976 second Democratic Party primary election to be that Tonry received 48,798 votes, or a majority of the votes cast in the election, and that Moreau received 48,446 votes, and declaring Tonry thereby to be the nominee of the Democratic Party for the general election to be held on November 2, 1976.

(10) The general election was held on November 2, 1976 for the purpose, among others, of electing one of three congressional candidates, either Richard A. Tonry (Democrat), Bob Livingston (Republican) or John R. Rarick (Independent), to the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(11) On November 20, 1976, Secretary of State Hardy, in reliance on the declarations, certifications and representations as to the number of votes cast in the election for each of the three candidates, as shown in the tabulation sheets certified by the poll commissioners, as election officials in the voting places, and submitted by the Boards of Supervisors for Elections in the parishes in the First Congressional District, issued an official proclamation, in which he announced and declared the compiled results of the election to be that Tonry received 61,652 votes, that Livingston received 56,679 votes, and that Rarick received 12,227 votes; and, he officially declared Tonry to be duly and legally elected.

(12) On November 22, 1976, an official election proclamation was issued, in accordance with the General Election Law of Louisiana (Chapter 3 of Title 18 of the Louisiana Revised Statutes of 1950, as amended and supplemented (LSA-R.S. 18:541-701, particularly LSA-R.S. 18:572)), by [illegible], Governor of Louisiana, and William J. Guste, Jr., as Attorney General of Louisiana, and J. R. Nelson, as Assistant Secretary of State of Louisiana, cer-

tifying that Tony was duly and legally elected to represent the people of the First Congressional District of Louisiana as a Member of the House of Representatives in the 95th Congress of the United States for the term of two years, from and after January 3, 1977.

(C) Description of the Conspiracy

During the period, from on or about June 1, 1976 and continuing until on or about December 16, 1976, the date of the original indictment, in the Eastern District of Louisiana and elsewhere, the defendants, Daniel Anthony Marshall, George A. Hallal, Lawrence R. Hurstell, Joseph Gange and Eugene A. Vincelletta, did willfully, knowingly and unlawfully combine, confederate, conspire and agree together with each other and other persons, some known and some unknown to the Grand Jury, to injure, oppress and interfere with the free exercise and enjoyment of the rights and privileges of the citizens of the United States, who were duly qualified registered electors and voters in the First Congressional District of the State of Louisiana, that are guaranteed and secured to them, and protected, by the Constitution and laws of the United States, including

(1) their right and privilege to a free, fair and honest election to nominate a candidate of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana in the October 2, 1976 second Democratic primary, in accordance with all applicable state and federal laws; and,

(2) their right and privilege to express by their legitimate votes their choice of a candidate for the Democratic nomination for the office of Representative in the United States Congress; and to have their

legitimate votes cast, counted, recorded and certified fairly, honestly and truthfully at their full value and effect; and,

(3) Their right and privilege to be represented in the House of Representatives in the 95th Congress of the United States for the term of two years, from and after January 3, 1977, by a duly and legally elected candidate who has received a majority of the legal votes cast by duly qualified electors and voters, in accordance with all applicable state and federal laws,

without their legitimate votes being impaired, diluted, discounted and nullified by false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, or caused or allowed to be cast, counted, recorded and certified, under color of law, by the defendant commissioners, as the election officials in Ward 3, Precinct 6 of St. Bernard Parish, for the primary objects and purposes of obtaining illegal votes for, and unlawfully securing the Democratic nomination of, Richard A. Tonry, for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(D) Ways and Means to Accomplish Objects and Purposes of the Conspiracy

The Grand Jury further charges, as parts of the conspiracy and among the ways and means that the defendants Daniel A. Marshall, George A. Hallal, Lawrence R. Hurstell, Joseph Gange and Eugene A. Vincellette, and their co-conspirators would, and did, act in furtherance of the conspiracy and to accomplish the objects and purposes thereof, were the following:

(1) Defendants Marshall, Hallal, Hurstell, Gange and Vincellette would be, and they were, caused to be

selected and appointed as the official election commissioners in Ward 3, Precinct 6 of St. Bernard Parish by and for Sheriff Rowley, as head of the Rowley organization, and as Chairman of both the St. Bernard Parish Democratic Executive Committee, and the Board of Supervisors of Elections for St. Bernard Parish, and defendants would, and they did, preside over and conduct the October 2, 1976 second Democratic Party primary election in that voting place, and they would, and they did, have complete authority and control of the voting records, voting machines and voting procedures therein, and they would be able, and they were able, to put into effect and carry out a vote fraud scheme to obtain illegal votes for, and to secure the nomination and election of, Richard A. Tonry, who had been endorsed, and was being supported, by Sheriff Rowley and the Rowley political organization, through the casting, recording, counting, tabulation, certification and promulgation of fraudulent and illegal votes.

(2) Defendants Marshall, Hallal, Hurstell, Gange and Vincellette would, and did, cast, or cause to be cast, fraudulent and illegal votes for and in the names of deceased persons, and other persons who were not registered to vote in Ward 3, Precinct 6 of St. Bernard Parish, and other persons who were registered to vote therein but did not appear in the polling place to vote, and other persons who were registered to vote therein and did cast one vote for himself or herself; and, defendants would, and did, cause additional votes to be cast, recorded, counted, tabulated, certified and promulgated.

(3) Defendants, Marshall, Hallal, Hurstell, Gange and Vincellette would, and they did, forge the names of voters on the official registration certificates or on the poll lists for voters for whom the defendants would, and did, cast votes, or cause or allow votes to be cast, and they would, and they did, falsify the poll lists to show that these persons actually voted although they had not.

(4) Defendants Marshall, Hallal, Hurstell, Gange and Vincellette would, and they did, cause names of some real persons and some fictitious persons to be entered and shown on the poll lists in sufficient numbers to coincide with the number of fraudulent and illegal votes that they caused or allowed to be cast.

(5) Defendants Marshall, Hallal, Hurstell, Gange and Vincellette would, and they did, tabulate all votes cast on each of the two voting machines, including the fraudulent and illegal votes that they cast, or caused to be cast, and would, and they did, falsify the total number of votes on the official tabulation sheets, poll lists and voting machine certificates.

(6) Defendants Marshall, Hallal, Hurstell, Gange and Vincellette would, and they did, falsify and certify under oath the number of legal votes cast in the election and the correctness of the poll lists of persons voting at this polling place.

(7) Defendants Marshall, Hallal, Hurstell, Gange and Vincellette would, and they did, place one of the falsified tally sheets, the poll lists and the compiled statement in the voting machines; and, would, and they did, cause a second set of voting records to be delivered to the Chairman of the First Congressional District Democratic Executive Committee; and, they would, and they did, cause a third set of voting records to be mailed to the Secretary of State for certification and promulgation.

(8) Defendants Marshall, Hallal, Hurstell, Gange and Vincellette, and their co-conspirators would, and they did, willfully, knowingly, fraudulently and unlawfully falsify, misrepresent, conceal and cover up material facts and circumstances relating to the total, fraudulent, dishonest and illegal votes cast, counted, recorded and certified by themselves, as the election officials in Ward 3, Precinct 6

of St. Bernard Parish in the second Democratic Party primary election to be held, and held, on October 2, 1976 for the purpose of electing the nominee of the Democratic Party for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

All for the primary objects and purposes of obtaining illegal votes for, and unlawfully securing the Democratic nomination of, Richard A. Tonry, whose congressional candidacy they, and Sheriff John F. "Jack" Rowley, and the Rowley political organization, were supporting, for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(E) Overt Acts in Furtherance of the Conspiracy

The Grand Jury further charges that the defendants, Daniel A. Marshall, George A. Hallal, Lawrence R. Hurstell, Joseph Gange and Eugene A. Vincellette, and their co-conspirators committed the following overt acts, among others, in furtherance of their conspiracy and to accomplish the objects and purposes thereof, relating to their responsibilities, authority and control of the voting place in Ward 3, Precinct 6 of St. Bernard Parish for the second Democratic primary election held on October 2, 1976 for the Federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana:

(1) At about 5:30 AM on October 2, 1976, defendants Marshall, Hallal, Hurstell, Gange and Vincellette, as poll commissioners and election officials, assumed authority, control and responsibility for the operation of the voting place in the Laronde Elementary School, 1100 East Judge Perez Drive, Chalmette, La. in Ward 3, Precinct 6 of St. Bernard Parish for the second Democratic Party primary election.

Overt Acts 2-4
(3 Votes)

While serving as poll commissioners and election officials in the voting place in Ward 3, Precinct 6 of St. Bernard Parish for the federal election, defendants Marshall, Hallal, Hurstell, Gange and Vincellette cast, recorded, counted, tabulated and certified, or caused to be cast, recorded, counted, tabulated and certified, fraudulent and illegal votes in and for the names of deceased persons; and, defendants wrote, or caused to be written, on the poll lists for that voting precinct, the names of the deceased persons for whom votes were cast, thereby falsely representing that each of these persons was a duly qualified voter who had appeared in the polling place and cast a legal vote for himself or herself, which names appear on numbered signature lines on the poll list for Ward 3, Precinct 6 of St. Bernard Parish, that was certified under oath by the defendants, as poll commissioners and election officials in that voting precinct, to be a correct list of the duly qualified registered electors and voters who voted in that polling place in the October 2, 1976 federal congressional election, as explained in the allegations in paragraphs 6 and 7 of Section B of this Count, which are incorporated herein by reference, as follows:

Overt Act	Name of Person For Whom Vote Was Cast	Signature Line on Poll List
2	Mrs. Frances L. Henritzy	485
3	Leonard A. Miller	376
4	Mrs. Irene R. Strauch	4

Overt Acts 5-9
(5 Votes)

While serving as poll commissioners and election officials in the voting place in Ward 3, Precinct 6 of St. Bernard Parish for the federal election, defendants Marshall, Hallal, Hurstell, Gange and Vincellette cast, recorded,

counted, tabulated and certified, or caused to be cast, recorded, counted, tabulated and certified, fraudulent and illegal votes in and for the names of persons who were registered to vote in St. Bernard Parish and who cast one vote for himself or herself, or for whom a vote was cast, in that election; and, defendants wrote, or caused to be written, on the poll lists for that voting precinct, the names of the persons for whom additional votes were cast, thereby falsely representing that each of these persons was a duly qualified voter who had appeared in the polling place and cast a legal vote for himself or herself, which names appear on numbered signature lines on the poll list for Ward 3, Precinct 6 of St. Bernard Parish, that was certified under oath by the defendants, as poll commissioners and election officials in that voting precinct, to be a correct list of the duly qualified registered electors and voters who voted in that polling place in the October 2, 1976 federal congressional election, as explained in the allegations in paragraphs 6 and 7 of Section B of this Count, which are incorporated herein by reference, as follows:

Overt Act	Name of Person For Whom Votes Were Cast	Signature Line on Poll List
5	Mrs. Maria F. Alphonso	242 and 680
6	C. Clark	274, 695 and 805
7	Brenda J. Corso	388 and 536
8	E. Garcia	50 and 193
9	Clyde E. Melerine	628 and 632

Overt Acts 10-20
(11 Votes)

While serving as poll commissioners and election officials in the voting place in Ward 3, Precinct 6 of St. Bernard Parish for the federal election, defendants Marshall, Hallal, Hurstell, Gauge and Vincellette cast, recorded, counted, tabulated and certified, or caused to be cast, recorded, counted, tabulated and certified, fraudulent and illegal votes in and for the names of persons who were not registered to vote in that precinct; and, defendants wrote, or caused to be written, on the poll lists for that voting precinct, the names of the persons for whom votes were cast, thereby falsely representing that each of these persons was a duly qualified voter who had appeared in the polling place and cast a legal vote for himself or herself, which names appear on numbered signature lines on the poll list for Ward 3, Precinct 6 of St. Bernard Parish, that was certified under oath by the defendants, as poll commissioners and election officials in that voting precinct, to be a correct list of the duly qualified registered electors and voters who voted in that polling place in the October 2, 1976 federal congressional election, as explained in the allegations in paragraphs 6 and 7 of Section B of this Count, which are incorporated herein by reference, as follows:

Overt Act	Name of Person For Whom Vote Was Cast	Signature Line on Poll List
10	J. Aola	500
11	J. A. Bigelow	689
12	C. Hernandez	781
13	Paul C. Lancashire	71
14	C. Repond	174
15	[illegible]	175
16	[illegible]	[illegible]
17	P. Villere	525
18	P. Forrestall	472
19	H. Forrestall	473
20	P. Curran	340

Overt Acts 21-67
(47 Votes)

While serving as poll commissioners and election officials in the voting place in Ward 3, Precinct 6 of St. Bernard Parish for the federal election, defendants Marshall, Hallal, Burstell, Conge and Vincellette cast, recorded, counted, tabulated and certified, or caused to be cast, recorded, counted, tabulated and certified, fraudulent and illegal votes in and for the names of some persons who were registered to vote in St. Bernard Parish but did not appear in the voting place to vote in that election; and, defendants forged, or caused to be forged, the purported signature of each of those persons on his or her voter registration certificate, and wrote, or caused to be written on signature lines of the poll lists, the name of each of those persons; and, defendants wrote, or caused to be written, on the poll lists for that voting precinct, the names of the persons for whom votes were cast, thereby falsely representing that each of these persons was a duly qualified voter who had appeared in the polling place and cast a legal vote for himself or herself, which names appear on numbered signature lines on the poll list for Ward 3, Precinct 6 of St. Bernard Parish, that was certified under oath by the defendants, as poll commissioners and election officials in that voting precinct, to be a correct list of the duly qualified registered electors and voters who voted in that polling place in the October 2, 1976 federal congressional election, as explained in the allegations in paragraphs 6 and 7 of Section B of this Count, which are incorporated herein by reference, as follows:

Overt Act	Name of Person Who Illegally Voted [illegible] Cast	Signature Line on Poll List
21	[illegible]	[illegible]
22	[illegible] Abadie	364
23	Mrs. Patricia H. Abadie	365

Court Act	Name of Person For Whom Vote Was Cast	Signature Line On Poll List
24	Joseph J. Aiola	49
25	Mrs. Mary G. Aiola	48
26	Herbert H. Beasley	389
27	John M. Chatelain	449
28	Joseph A. Colletti, Sr.	763
29	Mrs. Rose A. Cope	165
30	Benjamin B. Dichiara	396
31	Mrs. Mary H. Dichiara	395
32	Mrs. Emelda A. Diliberto	394
33	Mrs. Karen F. Donnelly	413
34	Mrs. Lois M. Elam	40
35	Mrs. Evelyn F. Ferrara	917
36	Vincent J. Ferrara	918
37	Charlene A. Gange	415
38	Josemary L. Gange	414
39	Mrs. Olga M. Guerrero	291
40	Gennelle A. Haley	119
41	Mrs. Louise G. Haley	120
42	Robin Ann Haley	121
43	Mrs. Deborah B. Hallal	899
44	George A. Hallal, Jr.	898
45	Donald Hauswald	197
46	Dale M. Luc, Sr.	196
47	Barry A. Marshall	3
48	Glen J. Marshall	2
49	Mrs. Pearl F. Marshall	14
50	Walter F. McCall	824
51	Mrs. Judith C. Meyer	648
52	[illegible] C. [illegible]	793
53	Mrs. [illegible] S. Montechia	217
54	Mrs. Susan R. Ortloff	195
55	Warren G. Ortloff	194

Overt Act	Name of Person for Whom Vote Was Cast	Signature Line on Poll List
56	Larry L. Royer	173
57	Mrs. Bertha M. Rupp	130
58	Mrs. Josephine M. Sallinger	46
59	Warren M. Sallinger, Sr.	45
60	Mrs. Elaine S. Schiro	412
61	Merrill R. Schiro	none
62	Mrs. Patricia M. Segleau	138
63	Arlene C. Smith	690
64	Mrs. Lorraine A. Taranto	129
65	Mrs. Mary Frances Vincellette	9
66	Sallye A. Raymond	709
67	Stanley J. Raymond	none

Overt Acts 68-77
(10 Votes)

While serving as poll commissioners and election officials in the voting place in Ward 3, Precinct 6 of St. Bernard Parish for the federal election, defendants Marshall, Hallal, Hurstell, Gange and Vincellette cast, recorded, counted, tabulated and certified, or caused to be cast, recorded, counted, tabulated and certified, fraudulent and illegal votes in and for the names of persons who were registered to vote in St. Bernard Parish but who did not appear in the voting place to vote in that election; and, defendants wrote, or caused to be written, on the poll lists for that voting precinct, the names of the persons for whom votes were cast, thereby falsely representing that each of these persons was a duly qualified voter who had appeared in the polling place and cast a legal vote for himself or herself, which [illegible] Ward 3, Precinct 6 of St. Bernard Parish, that was certified under oath by the defendants, as poll

commissioners and election officials in that voting precinct, to be a correct list of the duly qualified registered electors and voters who voted in that polling place in the October 2, 1976 federal congressional election, as explained in the allegations in paragraphs 6 and 7 of Section B of this Count, which are incorporated herein by reference, as follows:

Overt Act	Name of Person For Whom Vote Was Cast	Signature List on Poll List
68	Dennis Barnes, Jr.	798
69	Mrs. Diane O. Barnes	799
70	Carl L. Boucher, Jr.	872
71	Mrs. Cynthia M. Boucher	873
72	Dirk Brinkmans	410
73	Mrs. Anne B. Favre	227
74	Deborah A. Gaspard	897
75	Mrs. Thelma A. Hauswald	198
76	Joseph W. Rombach	902
77	Mrs. Emily N. Vega	614

(78) On October 2, 1976, the defendants, Marshall, Hallal, Hurstell, Gange and Vincellette, as the poll commissioners and election officials in Ward 3, Precinct 6 of St. Bernard Parish in the October 2, 1976 second Democratic Party primary election, falsified and misrepresented the voter registration certificate, poll lists, voting machine certificates, and tabulation sheets as to the votes cast, recorded, counted, tabulated and certified for that voting precinct, as set forth in the allegations in paragraphs 6 and 7 in Section B of this Count, which are incorporated herein by reference.

[illegible] of Title 18 of the United States Code.

* * *

* * *

The Substantive Counts

COUNT TWO

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code, Section 2)

Multiple Voting

On October 2, 1976, defendant Daniel A. Marshall did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants George A. Hallal, Lawrence R. Hurstell, Joseph Gangs and Eugene A. Vincellette did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Daniel A. Marshall to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT THREE

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code, Section 2)

Multiple Voting

On October 2, 1976, defendant George A. Hallal did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United [illegible] of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants Daniel A. Marshall, Lawrence R.

Hurstell, Joseph Gange and Eugene A. Vincellette did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant George Hallal to commit that criminal offense against the United States in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT FOUR

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code, Section 2)

Multiple Voting

On October 2, 1976, defendant Lawrence R. Hurstell did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants Daniel A. Marshall, George A. Hallal, Joseph Gange and Eugene A. Vincellette did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Lawrence R. Hurstell to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT FIVE

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code, Section 2)

Multiple Voting

On October 2, 1976, defendant Joseph Gange did willfully, knowingly and unlawfully cast more than one vote, [illegible] ing or electing a candidate for the federal office of Member

of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants Daniel A. Marshall, George A. Hallal, Lawrence R. Hurstell and Eugene A. Vincellette did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Joseph Gange to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

COUNT SIX

(42 U.S. Code, Section 1973(i)(e); and,
18 U.S. Code, Section 2)

Multiple Voting

On October 2, 1976, defendant Eugene A. Vincellette did willfully, knowingly and unlawfully cast more than one vote, or cause more than one vote to be cast, in the second Democratic Party primary election held for the purpose of selecting or electing a candidate for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana, in violation of Section 1973(i)(e) of Title 42 of the United States Code, and the defendants Daniel A. Marshall, George A. Hallal, Lawrence R. Hurstell and Joseph Gange did willfully, knowingly and unlawfully aid, abet, counsel, command, induce, procure or cause defendant Eugene A. Vincellette to commit that criminal offense against the United States, in violation of Section 2(a) and (b) of Title 18 of the United States Code.

* * *

COUNT SEVEN

(18 U.S. Code, Section 1341; and 18 U.S. Code, Section 2)

Mail Fraud

(1) During the period, from on or about June 1, 1976, to on or about December 16, 1976, the date of this indictment, the defendants, Daniel A. Marshall, George A. Hallal, Lawrence R. Bunzell, Joseph Gongo and Eugene A. Vincellotte, individually, together, and with other persons, willfully, knowingly and unlawfully intended to devise, and did devise, and intended to execute, and did execute, a scheme and artifice to defraud the citizens of the United States, who were duly qualified registered electors and voters in the First Congressional District of Louisiana of (a) their right and privilege to a fair, honest and lawful election in the October 2, 1976 second Democratic Party primary election for the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana; and, (b) their right and privilege to have their legitimate votes for the congressional candidate of their choice cast, counted, recorded and certified fairly, honestly and truthfully in accordance with all applicable state and federal laws, without their legitimate votes being impaired, diluted, discounted and nullified by false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, under color of law, by the defendants, as the poll commissioners and election officials in Ward 3, Precinct 6 of St. Bernard Parish; and, (c) their right and privilege to be represented in the House of Representatives in the 95th Congress of the United States for the term of two years, from and after [illegible] 1977, [illegible] duly elected candidate [illegible] privilege of the [illegible] voters cast by duly qualified registered electors and voters, in accordance with all applicable state and federal laws.

(2) The primary objects and purposes of the scheme and artifice to defraud that was devised and executed by and through the defendants, Daniel A. Marshall, George A. Hallal, Lawrence R. Hurstell, Joseph Gange and Eugene A. Vincellette, were to obtain illegal votes for the congressional candidacy of Richard A. Tonry and to secure for him unlawfully, by means of false, fraudulent, dishonest and illegal votes cast, counted, recorded and certified, under color of law, by the defendant poll commissioners and election officials, the federal office of Member of the House of Representatives of the Congress of the United States for the First Congressional District of Louisiana.

(3) As parts of the scheme and artifice to defraud that was devised and executed by and through the defendants, Daniel A. Marshall, George A. Hallal, Lawrence R. Hurstell, Joseph Gange and Eugene A. Vincellette, individually, together and with other persons, and among the ways and means used to further and accomplish the objects and purposes of the scheme and artifice to defraud, the defendants, Daniel A. Marshall, George A. Hallal, Lawrence R. Hurstell, Joseph Gange and Eugene A. Vincellette, on or about October 2, 1976, did willfully, knowingly and unlawfully cause to be put in a self-addressed and stamped envelope and then placed in a post office or authorized depository for mail matter, for sending and delivery, by and through the mail, according to the directions on the envelope, to Honorable Paul J. Hardy, as Secretary of State of Louisiana, in Baton Rouge, Louisiana, the false and fraudulent poll list, vote tabulation sheet, and voting machine certificates for the October 2, 1976 second Democratic Party Primary election returns from Ward 3, Precinct 6 of St. Bernard Parish, as more fully set forth in the allegations in paragraphs 6 and 7 of Section B of Count 1 hereof, which are incorporated herein by reference.

All in violation of Section 1341 of Title 18 of the United States Code, and Section 2 of Title 18 of the United States Code.

* * *

A TRUE BILL:

FOREMAN

Gerald J. Gallinghouse
United States Attorney

Cornelius R. Heusel
First Assistant United States Attorney

Robert N. Habans, Jr.
Assistant United States Attorney
Chief, Criminal Division

Don M. Richard
Assistant United States Attorney

New Orleans, Louisiana
January 13, 1977