FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 3585

DATE FILMED 4-14-97 CAMERA NO. 4

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AR-92-52

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MUR 3585

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

August 19, 1992

THROUGH: JOHN C. SURINA
STAFF DIRECTOR

FROM: ROBERT J. COSTA
ASSISTANT STAFF DIRECTOR
AUDIT DIVISION

SUBJECT: REFERRAL OF AN UNDISCLOSED BANK ACCOUNT AND RELATED ISSUES RE: THE TSONGAS COMMITTEE

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
92 AUG 20 AM 9:06

On June 17, and July 10, 1992, Counsel for the Tsongas Committee met with staff members from the Office of the General Counsel and the Audit Division to discuss two previously undisclosed bank accounts that the Committee had discovered. The first is located in Texas and involves approximately $10,000 in activity. The records have been obtained and corrective action is expected. The second was located in Andover, MA. and is, along with other activities of the individual who opened the account, the subject of this referral. The facts determined to date and the related apparent violations that are being referred are discussed below.

Andover Savings Bank-Account No. [redacted]

Section 102.2(a)(1)(vi) of Title 11 of the Code of Federal Regulations states that the Statement of Organization filed by a political committee shall contain a listing of all banks, safe deposit boxes, or other depositories used by the committee. Section 103.3(a) requires all contributions to be deposited into, and all disbursements to be made by check drawn on, an account designated by the political committee.

Section 102.8(a) of Title 11 of the Code of Federal Regulations requires every person that receives a contribution for an authorized committee to forward that contribution to the treasurer within 10 days. In addition, if the contribution is in excess of $50, the treasurer shall be provided the

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contributor's name and address and the date of receipt of the contribution, and if in excess of $200, the contributor's occupation and name of employer.1/

Section 102.9 of Title 11 of the Code of Federal Regulations requires the treasurer of a political committee to keep an account of all receipts and disbursements made by the committee. For contributions, the account shall include the name and address of any contributor who makes a contribution in excess of $50, and the occupation and name of employer of any contributor whose contributions aggregate in excess of $200 during a calendar year. For disbursements the account shall include the name and address of every person to whom any disbursement is made along with the date, amount and purpose of the disbursement. In addition, a receipt or invoice from the payee or a canceled check to the payee shall be obtained and kept for each disbursement in excess of $200. The treasurer shall use his or her best efforts to obtain, maintain and submit the required information.

Sections 104.3(a), (b), and (d) of Title 11 of the Code of Federal Regulations require, in relevant part, each report filed by a political committee to disclose the amount of cash on hand at the beginning and end of the reporting period; the total amount of receipts during the reporting period, including the identification of each contributor whose contributions aggregate in excess of $200 during the calendar year; the total amount of disbursements during the reporting period, including the full name and address of each person to whom an expenditure in an aggregate amount or value in excess of $200 within the calendar year is made to meet the committee's operating expenses, together with the date, amount, and purpose of each such expenditure. Further, each report filed shall disclose the amount and nature of outstanding debts owed by or to the reporting committee.

Section 110.1(a) of Title 11 of the Code of Federal Regulations states that no person shall make contributions to a candidate, his or her authorized committees or agents with respect to a Federal election, which in the aggregate, exceed $1000. Section 100.7(a)(1) includes in the definition of a contribution, a loan or advance of money and states that any loan that exceeds the contribution limitations in section 110 shall be unlawful whether or not it is repaid. Section 110.9(a) states that no candidate or political committee shall accept any contribution in violation of this section.

1/ Depending on how this account is characterized and the source of the remaining funds deposited into the account, the requirements of 11 CFR 102.15 concerning the commingling of committee and personal funds may have been violated.

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Sections 114.2(b) and (c) of Title 11 of the Code of Federal Regulations prohibits any corporation whatever from making any contribution or expenditure in connection with any Federal election and any candidate, political committee, or other person from knowingly receiving such a contribution.

Section 9032.9 of Title 11 of the Code of Federal Regulations defines a qualified campaign expense, in part, as a purchase, payment, distribution, loan, advance, or gift of money or anything of value incurred by or on behalf of a candidate or his or her authorized committee in connection with his or her campaign for nomination. An expenditure is made on behalf of the candidate if it is made by an authorized committee or any other agent of the committee for purposes of making an expenditure, or any person authorized or requested by the candidate, an authorized committee of the candidate, or an agent of the candidate to make the expenditure.

Section 9038.2(b) of Title 11 of the Code of Federal Regulations specifies the bases for Commission repayment determinations. Included are determinations that funds were used for purposes other than to defray qualified campaign expenses, or that expenditures were not documented in accordance with 11 CFR 9033.11.

As noted above, the Committee has made the staff aware of the existence of a bank account that was maintained by an individual associated with the Committee. The individual, Nicholas A. Rizzo Jr., was the Committee's fundraising consultant. According to the Committee's treasurer, in the early parts of the campaign, up until about year end 1991, most of the Committee's business was handled out of Mr. Rizzo's office in Andover, MA. Mr. Rizzo was able to approve expenses for payment and maintained the Committee's accounts in Andover. Beginning in March of 1991, Mr. Rizzo was paid a consulting fee of $5,000 per month either directly or through a consulting firm that he is president of, Benco Consulting and Marketing Co. Inc. In early March, it appears that Mr. Rizzo opened an account at the Andover Savings Bank in the name of The Tsongas Committee. This account was not disclosed on the campaign's statement of organization and the receipts and disbursements from the account were not reported. According to Counsel, the Committee was not aware of the account until early 1992 when a contributor complained that he had not received an acknowledgment for a contribution. Inquiries into this apparent oversight lead to the discovery of the account.

Initially, Mr. Rizzo informed the Committee that no records of the receipts or disbursements were available for the account. Counsel stated that according to Mr. Rizzo, his accountant had discarded all records of the account near year end 1991. The Committee has obtained, with Mr. Rizzo's cooperation, microfiche copies of the bank statements, canceled checks, and most deposits for the account. As is noted below, these records are

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not complete but do establish the majority of the receipts and disbursements. Copies of the records received have been provided to the Audit staff.

Receipts

Approximately $718,000 was deposited into the Andover account. Of this amount, the Committee believes, based on their review of the available records, that $181,553.92 represents contributions to the Committee. The copies of checks that are available and which are legible, indicate that the checks are made payable to the Committee or the Candidate. Committee Counsel states that, in some cases, the contributions appear to be from known Committee fundraising efforts and were intercepted by Mr. Rizzo. Using the records provided by the Committee the Audit staff created a data base for all contributions that could be identified by name, date, or amount. These contributions total $173,080.42. Of this amount, at least a portion of a name could be associated with $162,686.42. At this time the difference between the Committee's identified contribution total and the staff total has not been identified.

Included in the contributions that can be identified are 21 totaling $3,571.00 that are apparently drawn on business accounts and may be from prohibited sources, including 14 totaling $2,221.00 that indicate an incorporated entity on the face of the check. These are being verified with the appropriate secretaries of state and will be forwarded when the verification process is complete. Further, 41 contributors have been identified who have, either within the Andover account or when their contributions in the Andover account are combined with contributions to the Committee's other accounts, made excessive contributions. The excessive amount totals $28,614.00. A listing of these excessive contributions is being prepared and will be forwarded when complete. Naturally if additional records become available, other excessive or prohibited contributions may be identified.

In addition to contributions, Mr. Rizzo also negotiated loans from at least six individuals. Committee Counsel states that according to Mr. Rizzo there are no written agreements for any of the loans. The eight loan checks are all made payable to the Committee and total $354,000. The lenders, dates and amounts are shown on Attachment I, along with copies of the relevant documentation. Only one of the loans, $20,000 from Michael Spinelli, is known to have been repaid. The check used for that payment was drawn on an account held in Mr. Rizzo's name, not the Andover account. In a letter to Mr. Rizzo demanding that the amount of the contributions deposited into the Andover account be forwarded to the Committee (Attachment II), the Committee treats the loans as personal obligations of Mr. Rizzo although the checks are clearly made payable to the

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Committee. Also, Committee Counsel states that he has contacted some of the lenders and it was their understanding that the loans were being made to the Committee.

The remaining deposits into the Andover account are not identifiable from the records that are available. Of particular interest are three deposits on the 4th, 5th, and 6th of December 1991 in the amounts of $60,000, $35,000, and $65,000 respectively. It is possible that these represent additional loans although Committee Counsel states that Mr. Rizzo claims that at least part of the amount is the result of the sale of stocks owned by Mr. Rizzo. No documentation to support that claim has been produced and the microfiche copies from the bank show only the deposit tickets and the notations "bad film" or "checks overlapped".

Disbursements

Disbursements from the account through the end of January 1992, total $718.258.67. After that date the only known disbursements are the charges for the production of the documents discussed above. Attachment III shows the disposition of the funds in the account. Briefly, $483,600 was paid by Mr. Rizzo to himself and another $137,615 to Benco, Mr. Rizzo's consulting firm. Records obtained to date consist only of the canceled checks for these amounts. In addition, $37,257.67 was paid to eight banks. Committee Counsel states that it is his understanding that these payments represent Mr. Rizzo's personal debts. Disbursements totaling $22,006.89 are documented only by entries on bank statements. The payees of these checks are unknown at this time.

Of the $37,779.11 that remains, $19,663.27 was paid to the Committee's printer and, according to an account reconciliation obtained from the vendor by the Committee, applied to the Committee's account. An additional $2,771.50 was paid to a travel agency for campaign travel and $1,471.66 to a hotel for campaign expenses. The remaining $13,872.68 will require further information to determine if the expenses are campaign related.

Committee Payments to Benco, Nicholas Rizzo, and Steve Joncas

The Committee and the Audit staff have also reviewed the payments that were made by the Committee to either Benco or Mr. Rizzo. Attachments IV and V are schedules of those payments. Of the $190,351.12 paid to Benco and Mr. Rizzo, $42,000 has been recovered and $35,117.77 is being sought by the Committee. The $42,000 was paid to Mr. Rizzo on January 2, 1992, and was documented only by a check request form that had been approved by Mr. Rizzo. The amount was refunded by check drawn on Mr. Rizzo's account dated January 27, 1992. The other amount is

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detailed on Attachment VI. It results from a review of Mr. Rizzo's file and the identification of amounts that the Committee paid more than once and some amounts that appear to be non campaign related expenses.

A portion of the amount that was paid more than once was submitted on expense vouchers that were in the name of Mr. Steve Joncas. The Committee's treasurer explained that Mr. Joncas was a long time associate of the Candidate and had been on his Senate staff. During part of the campaign, Mr. Joncas had worked on some fundraising efforts with Mr. Rizzo. The Committee issued 12 checks to Mr. Joncas totaling $15,849.28. It appears that only three were actually received by Mr. Joncas. The others were believed to have been cashed by Mr. Rizzo. The Committee treasurer informed the Audit staff that he had reviewed the checks with Mr. Joncas and that he was aware of only the first three. The remainder do not appear to have been endorsed by the same person as the first three. A review of the documentation shows that many of the expenses appear to be Mr. Rizzo's and legitimate campaign expenses. Vouchers were apparently filled out in the name of Mr. Joncas, his name signed to them, Committee checks issued to Mr. Joncas, but endorsed by another person. As noted on Attachment VI, some of the expenses were either duplicates of those paid to Mr. Rizzo at other times. Expenses that were duplicated on the Joncas vouchers or were unexplained are included in the $35,117.77 duplicate and non campaign related figure shown above. The Committee could offer no explanation as to why anyone would seek reimbursement of legitimate campaign expenses in this fashion.

The duplicate and non campaign related payments discussed above will be considered non qualified campaign expenses unless recovered or properly documented. Attachment VII is a copy of a demand letter that the Committee has sent Mr. Rizzo seeking restitution for the amounts improperly paid to Mr. Rizzo. It is noted that the demand letter, dated July 27, 1992, specifies $50,326.56. That amount has since been revised and agrees with the $35,117.77 figure on Attachment VI.

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Outstanding Expense Voucher

Section 116.5(b) of Title 11 of the Code of Federal Regulations states that the payment by an individual from his or her personal funds, including a personal credit card, for the costs incurred in providing goods or services to, or obtaining goods or services that are used by or on behalf of a candidate is a contribution. Exemptions are provided for items that are not defined as contributions at 11 CFR 100.7(b)(8) or if the expenses are for the individual's campaign related travel and subsistence and are promptly reimbursed.

In the spring of 1992, Mr. Rizzo submitted a request for reimbursement that totals $82,634.02. The expenses were

incurred between May of 1991, and, with the exception of two, December of 1991. There is one each listed for January and February of 1992. The documentation for the majority of these expenses include copies of canceled checks drawn on an account held in Mr. Rizzo's name. A review of this request shows a total of $21,333.04 that are duplicates of previous requests or were paid from the Andover account. Included in the remaining amount are two checks made payable to the Committee's printer totaling $31,754.20, dated in August of 1991. The account reconciliation obtained by the Committee from the printer noted above, shows these payments applied to the Committee's account. The remaining items range from payments to individuals for travel and consulting, to caterers and hotels apparently for fundraising. With the exception of $8,378.84 paid to three individuals, the Committee believes that the non-duplicative expenses are legitimate campaign expenses.

Finally, the Committee has identified $4,179.42 in other expenses that appear to be campaign related among another group of canceled checks that Mr. Rizzo submitted.

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Actions to Date

As noted above, the Committee has sent two letters to Mr. Rizzo demanding that he forward funds that belong to the Committee. The first, dated July 13, 1992, requests that the $181,553.92 in deposits that the Committee believes are contributions be paid to the Committee. The second letter dated July 27, 1992, requests that the amount of the duplicate and non campaign related payments be refunded. It is our understanding that Mr. Rizzo desires to make restitution for the amount of contributions deposited in the Andover account and the amount of the duplicate and non campaign related expenses for which he received reimbursement, less the legitimate campaign expenses paid from the Andover account and reimbursements due him, as soon as an accurate figure can be determined. Until more records are obtained any amount determined will be subject to change. More significantly, this formulation ignores the loans that were apparently solicited in the Committee's name and whether the restitution will be made from the proceeds of those loans.

On July 16, 1992, the Audit Division submitted a memorandum to the Office of the General Counsel requesting that subpoenas be prepared in order to obtain the necessary information to pursue these issues in the audit process. A follow-up memorandum was sent on July 23, after more information was obtained in the field. (See Attachments VII and IX) On August 13, OGC responded stating that the subpoenas and orders are being prepared, but requesting that a immediate referral to that office be made. (See Attachment X)

The Audit Division has only one concern about a referral at this time. It will be necessary to discuss many of the items

discussed above in the audit report in order to reach conclusions about the NOCO Statement and possible repayments. Further, given the Commission's policy of releasing audit reports that contain all of the findings of the audit, it would appear desirable to discuss the several Title 2 findings that will certainly develop from Mr. Rizzo's activities.

Due to the limited time available to prepare this memorandum and that the audit fieldwork is still ongoing, the routine referencing procedure was not employed. When the workpapers are available and the matters are discussed in the Interim Audit report, that step will be taken. Should any corrections prove necessary or any additional information become available, the Office of the General Counsel will be notified.

Recommendation

It is recommended that the activities of Mr. Nicholas A. Rizzo discussed above be referred to the Office of the General Counsel for initiation of a compliance action.

cc Commissioners

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THE TSONGAS COMMITTEE, INC.
Andover Account
Loans from Individuals

Contributor	Address	Date of Contribution	Amount
Larry Ansin*	61 Possum Road Weston, MA 02193	03/11/91	$100,000
Elkin McCallum*	34 Bridge Path Way Tynasboro, MA 01889	08/13/91 10/21/91	100,000 50,000
Anastasios Kalogianis*	c/o Olympic Construction 40 Lowell St., Bldg. 2 Salem, NH 03079	09/10/91 09/25/91 10/02/91	10,000 15,000 24,000
Peter Caloyeras	4053 Redwood Avenue Los Angeles, CA 90066	09/27/91	10,000
Michael Spinelli*	35 Montview Road Chelmsford, MA 01824	10/16/91	20,000
Thomas Kelley	250 Market Street Portsmouth, NH 03801	10/22/91	25,000

* Also contributed $1,000 to the Committee.

NW004124
Attachment 1
Page 2 of 33

Andover Bank

Statement Deposit DATE 3-11-91

NAME TEONGAS Comm

ACCOUNT NO

USE OTHER SIDE FOR ADDITIONAL LISTING

	DOLLARS	CENTS
CASH		
CHECKS ✓	100,000	00
SUB TOTAL FROM OTHER SIDE		
CASH RECEIVED		
TOTAL	100,000	00

AVAILABILITY OF DEPOSITS:

NOTICE: Deposits may not be available for immediate withdrawal. Please refer to the Bank's rules governing funds availability for details.

CURRENCY IS ACCEPTED SUBJECT TO VERIFICATION

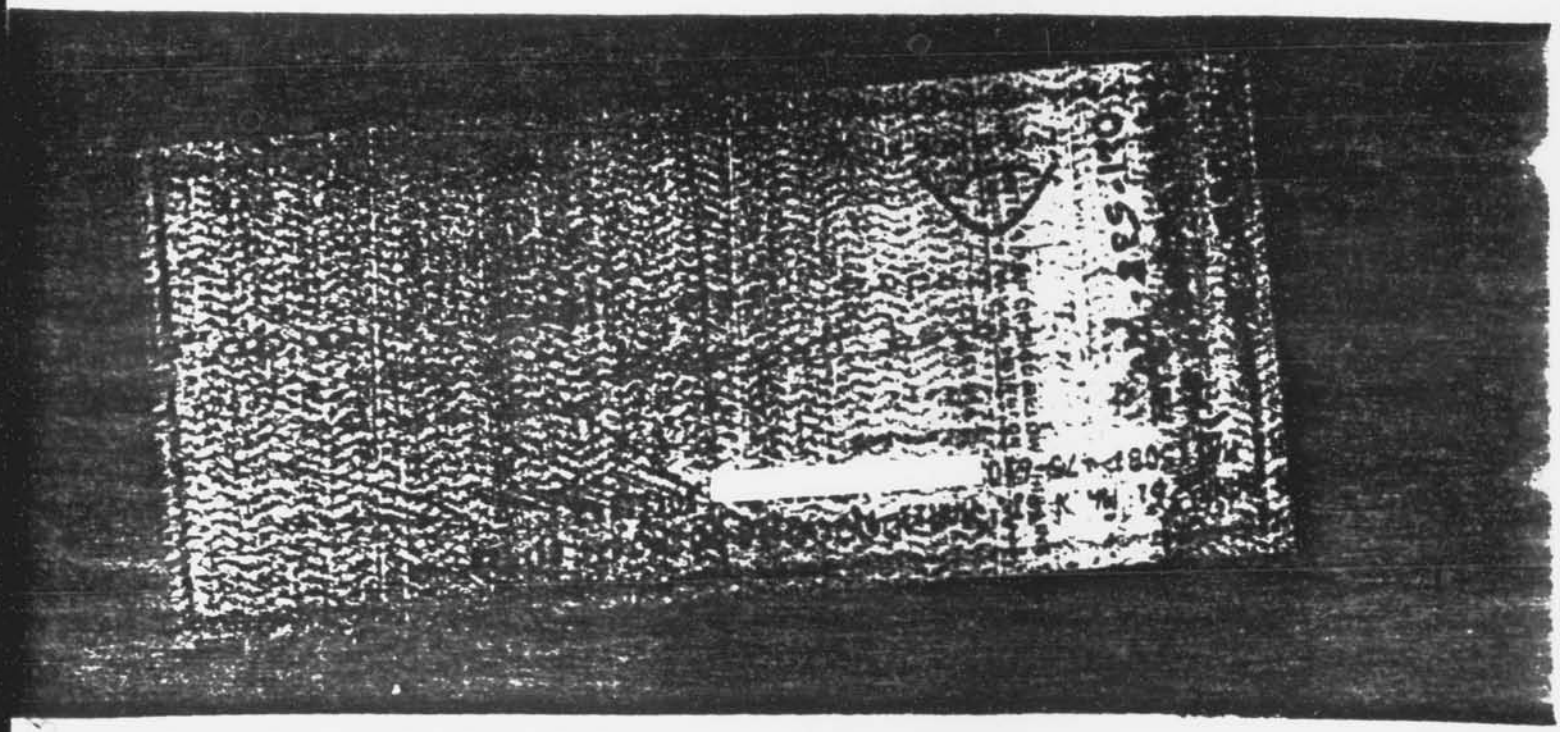
225 E 1

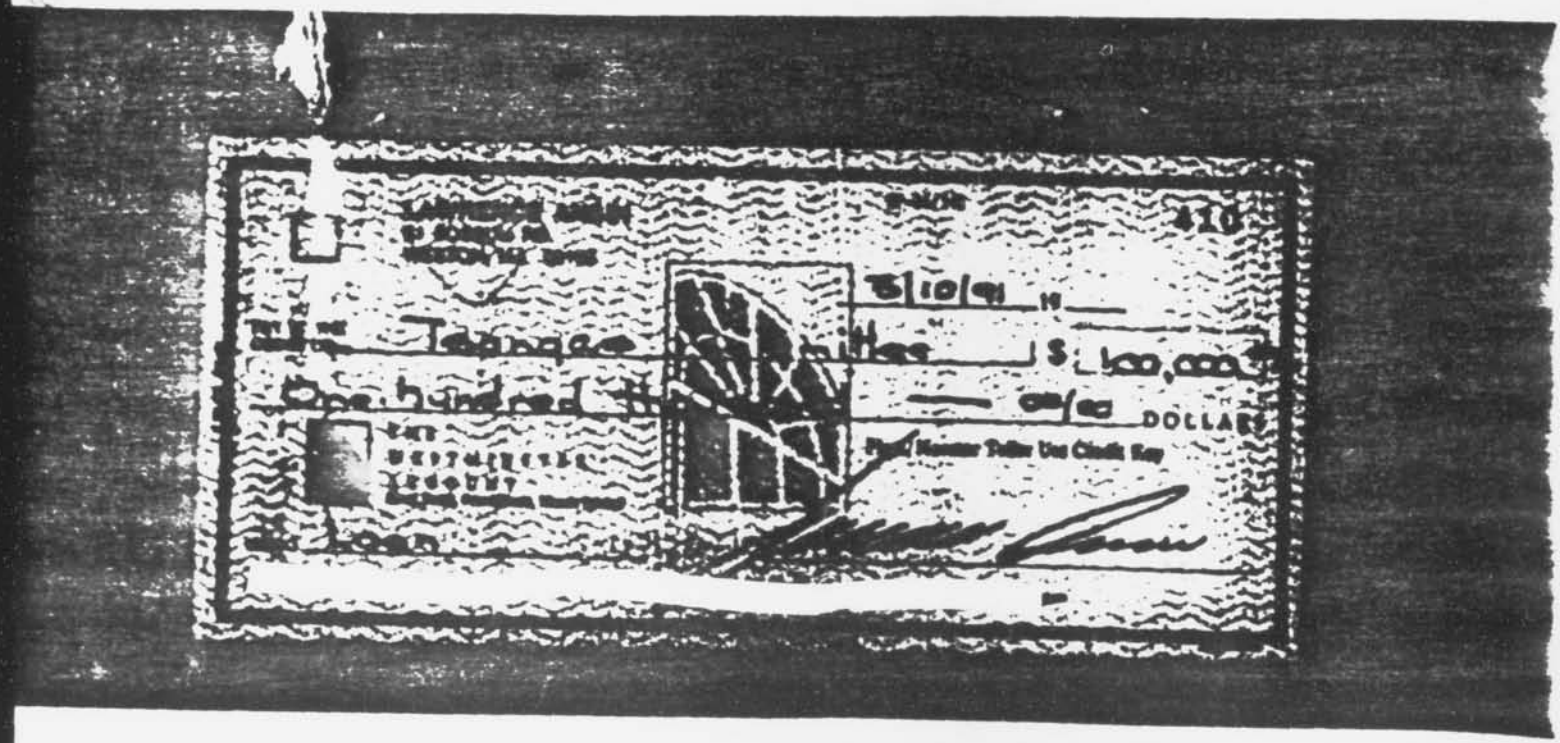
9704378512

CHECKS	DOLLARS	CENTS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
TOTAL		

ENTER TOTAL ON THE FRONT OF THIS TICKET

9704378513




DOLLARS

9704331835115

Andover Bank

Statement Deposit DATE 8-13-91

NAME TSongas Committee

ACCOUNT NO. _____

USE OTHER SIDE FOR ADDITIONAL LISTING

	DOLLARS	CENTS
CASH		
CHECKS	100,000	00
	100	00
	10	00
TOTAL FROM OTHER SIDE		
CASH REC'D		
TOTAL	100,110	00

AVAILABILITY OF DEPOSITS:

NOTICE: Deposits may not be available for immediate withdrawal. Please refer to the Bank's rules governing funds availability for details.

CURRENCY IS ACCEPTED SUBJECT TO VERIFICATION.

225 E.T

CHECKS LIST SINGLY	DOLLARS	CENTS
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14		
15		
16		
17		
18		
19		
TOTAL		

C1-140
09:00:14
100:10.00
0.00
ACCT#
AUG13-91
NWEKDP
BALANCE
CASH IN

9 1 5 8 3 2 4 7 6

MW004124
Attachment 1

Total Asset Account

ELKIN B MCCALLUM
DONNA M MCCALLUM
P O BOX 8000
LOWELL MA 01853

PAY TO THE ORDER OF De Borgas Committee $ 100,000.00

One Hundred Thousand Dollars xxx DOLLARS

A.G. Edwards & Sons, Inc.

FOR

TRUST

DOLLARS

FOR

BOVIS, INC.
dba GOLD DUST LOUNGE
247 POWELL STREET
SAN FRANCISCO, CA 94102

0047

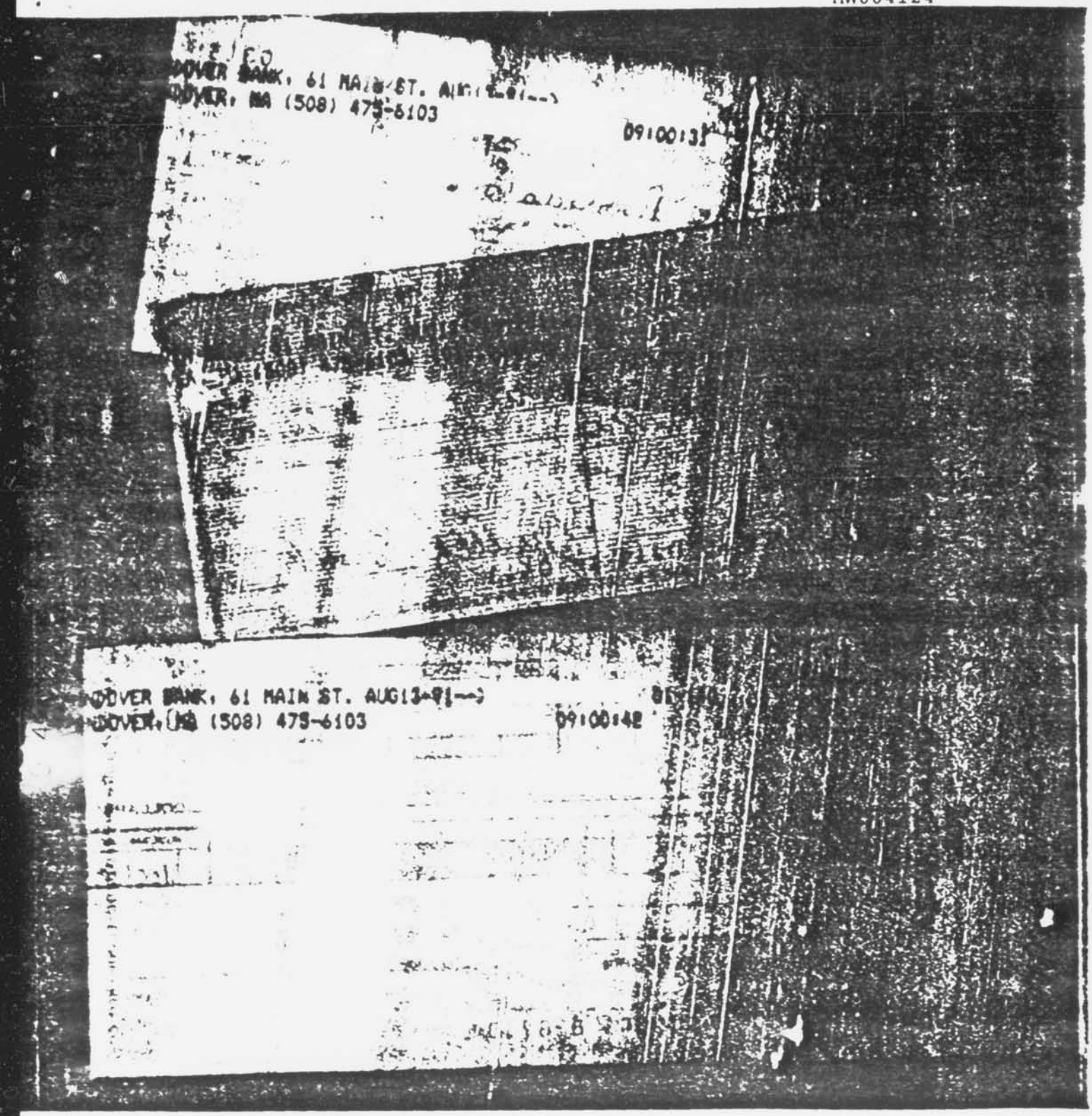
PAY ONE HUNDRED DOLLARS

DATE	TO THE ORDER OF		DISC.	CHECK AMOUNT
7-29-96	Tsongas for PRESIDENT			100.00

WELLS FARGO BANK
2 GRANT AVENUE SAN FRANCISCO, CA 94108

James M Bovis
Bovis

MW004124


DOVER BANK, 61 MAIN ST. AUG13-91
DOVER, MA (508) 475-6103
09100131
DOVER BANK, 61 MAIN ST. AUG13-91
DOVER, MA (508) 475-6103
09100142

9704318 35519

Andover Bank

Statement Deposit DATE 10/21/91

NAME T Bongers Assn

ACCOUNT NO.

USE OTHER SIDE FOR ADDITIONAL LISTING

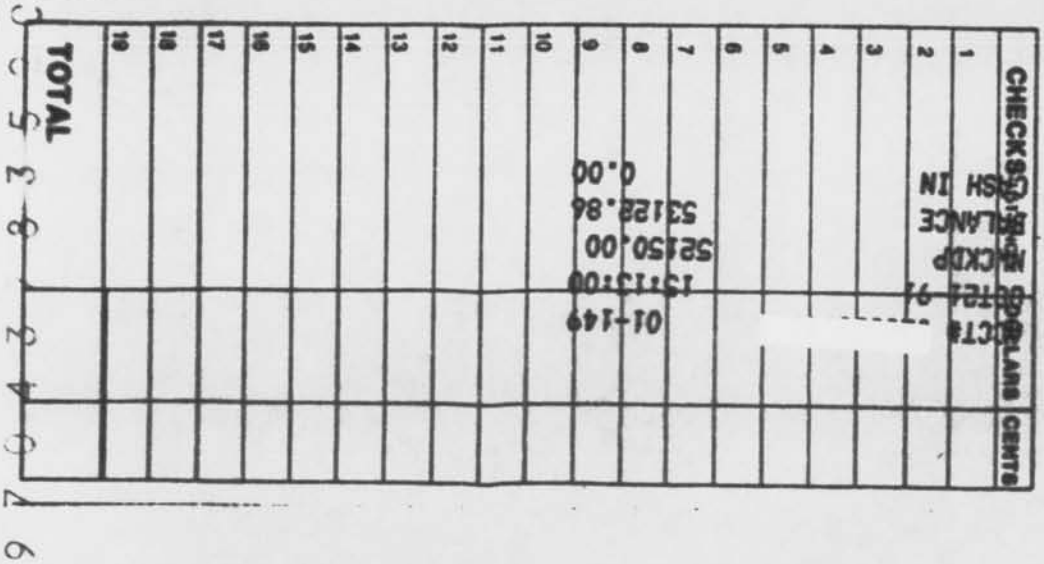
	DOLLARS	CENTS
CASH		
CHECKS		
TOTAL FROM OTHER SIDE		
CASH RECEIVED		
TOTAL	52150	00

AVAILABILITY OF DEPOSITS:

NOTICE: Deposits may not be available for immediate withdrawal. Please refer to the Bank's rules governing funds availability for details.

CURRENCY IS ACCEPTED SUBJECT TO VERIFICATION.

225 E.


CHECKS
CENTS
DOLLARS
1
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17
18
19
TOTAL
01-149
15:13:00
$2150.00
$3128.86
0.00

MW004124

AGNAR PYTTE
2163 HARCOURT
CLEVELAND HEIGHTS, OHIO 44106

423

Oct 16 19 91

The Tsongas Committee $200.—

Two hundred 00/100 DOLLARS

NATIONAL CITY BANK

Good luck in N.H.

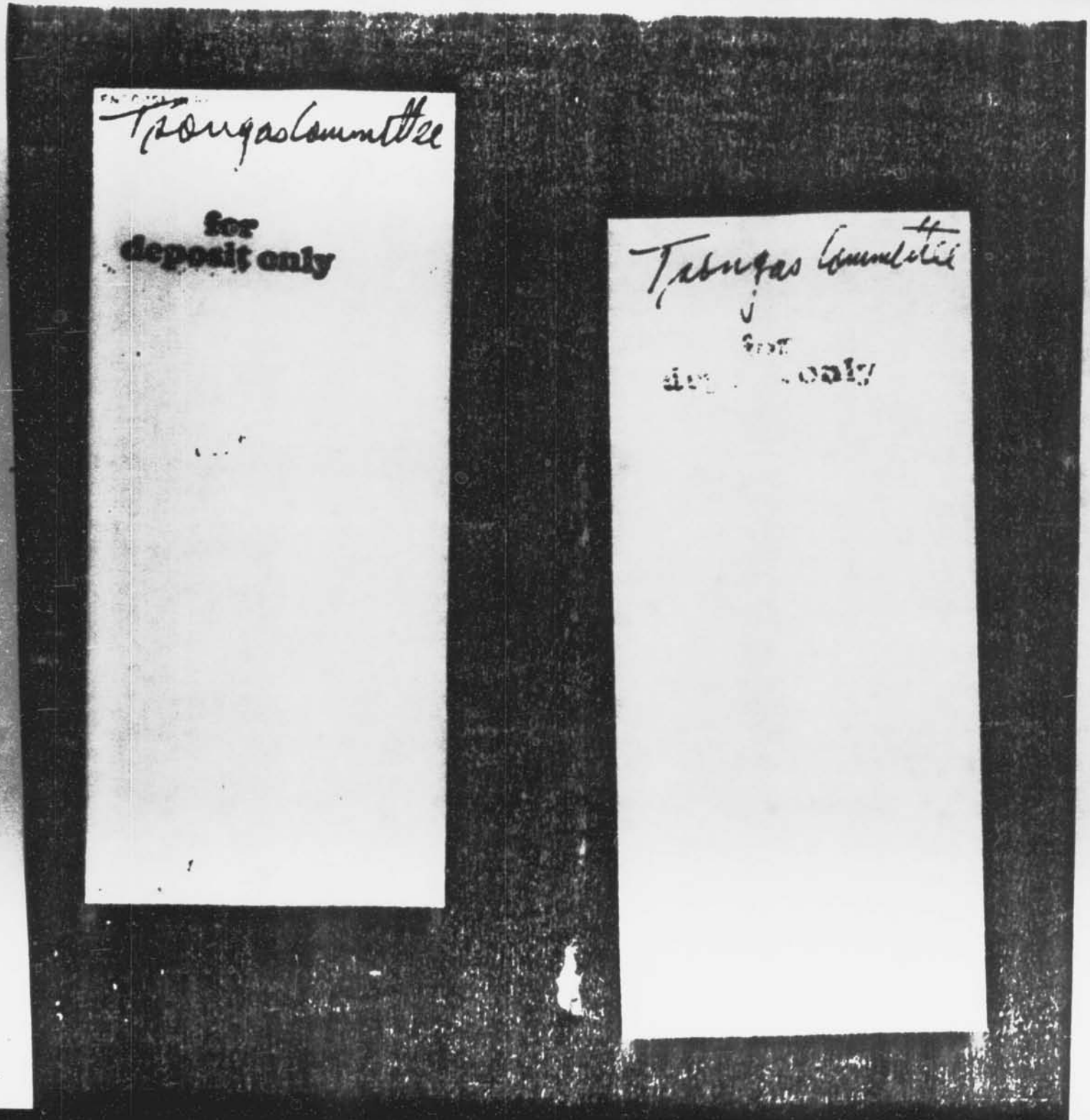
Agnar Pytte

Pytte

ELKIN B MCCALLUM
DONNA M MCCALLUM
P O BOX 8306
LOWELL MA 01853

0335

Fifty Thousand Dollars


Tsongas Committee
for
deposit only
Tsongas Committee
for
deposit only

Andover Bank

Statement Deposit DATE 9-10-91

NAME Taongas Committee

ACCOUNT NO

USE OTHER SIDE FOR ADDITIONAL LISTING

	DOLLARS	CENTS
CASH		
CHECKS	10000	00
TOTAL FROM OTHER SIDE		
CASH RETD.		
TOTAL	10000	00

AVAILABILITY OF DEPOSITS:

NOTICE: Deposits may not be available for immediate withdrawal. Please refer to the Bank's rules governing funds availability for details.

CURRENCY IS ACCEPTED SUBJECT TO VERIFICATION.

225 E.T.

9704 8 3523

CHECKS	DOLLARS	CENTS
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19		
TOTAL		

ANASTASIOS KALOGIANIS
240 PLEASANT ST. - UNIT 1
METHUEN, MA 01844

275

9/9 19 91

53-117/113

PAY TO THE ORDER OF Tsongas Committee $ 10,000 xx/100

Ten Thousand & xx/100 DOLLARS

Shawmut
Shawmut Arlington Trust Company

FOR

A. Kalogianis

[Back of check]

Tsongas Committee
031-138-767
for deposit only

...ER BANK 01 ...ATN ST... SEP-10-91-- 01-...
... MA (508) 475-1103 10:03:39

9704300035206

Andover Bank

Statement Deposit DATE 9/25/91

NAME Douglas Owen Jr.

ACCOUNT NO. _____

USE OTHER SIDE FOR ADDITIONAL LISTING

	DOLLARS	CENTS
CASH		
CHECKS	15,000	—
TOTAL FROM OTHER SIDE		
TOTAL	15,000	—

AVAILABILITY OF DEPOSITS:

NOTICE: Deposits may not be available for immediate withdrawal. Please refer to the Bank's rules governing funds availability for details.

CURRENCY IS ACCEPTED SUBJECT TO VERIFICATION.

225 E.T

CHECKS LIST SINGLY	DOLLARS	CENTS
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18		
19		
TOTAL		

97 0 4 3 / 8 3 5 7

MW004124

ANASTASIOS KALOGIANIS
240 PLEASANT ST. - UNIT 1
METHUEN, MA 01844

280

Sept 25 1991

PAY TO THE ORDER OF — TSONGAS COMMITTEE — $ 15,000.—

— Fifteen Thousand and no/100 — DOLLARS

Shawmut

FOR

ANDOVER BANK, 61 MAIN ST. ...
ANDOVER, MA (508) 475-6103

9704383529

Andover Bank

Statement Deposit DATE 10/2/91

NAME Thomas Timm

ACCOUNT NO.

USE OTHER SIDE FOR ADDITIONAL LISTING

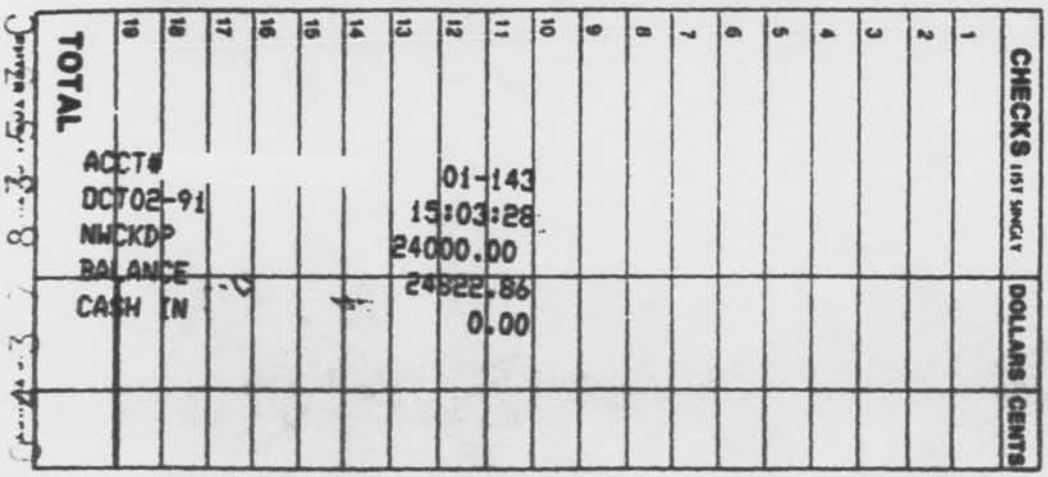
	DOLLARS	CENTS
CASH		
CHECKS		
TOTAL FROM OTHER SIDE		
TOTAL	24,000	00

AVAILABILITY OF DEPOSITS:

NOTICE: Deposits may not be available for immediate withdrawal. Please refer to the Bank's rules governing funds availability for details.

CURRENCY IS ACCEPTED SUBJECT TO VERIFICATION.

225 E.T


CHECKS LIST SINGLY
DOLLARS
CENTS
1
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6
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10
11
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13
14
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TOTAL
ACCT#
OCT02-91
NWCKDP
BALANCE
CASH IN
01-143
15:03:28
24000.00
24822.86
0.00

MW004124

ANASTASIOS KALOGIANIS
240 PLEASANT ST. - UNIT 1
METHUEN, MA 01844

288

Oct. 3 1991 53-117/113

PAY TO THE ORDER OF — Tsongas Committee — $ 24,000. —

— Twenty four thousand and xx/100 — DOLLARS

Shawmut

FOR

[signature]

8 3 5

9 7 4

ANDOVER BANK, 61 MAIN ST. OCT02-91-- 01-143
ANDOVER, MA (508) 475-6103 15:03:36

Tsongas Committee
#-535-[illegible]
Depositing

9704378352

Andover Bank

Statement Deposit DATE 9/27/91

NAME Tsongas Comm

ACCOUNT NO

USE OTHER SIDE FOR ADDITIONAL LISTING

	DOLLARS	CENTS
CASH		
CHECKS	10,000	00 ✓
✓	50	—
✓	50	—
TOTAL FROM OTHER SIDE	50	—
TOTAL	10,150	—

AVAILABILITY OF DEPOSITS:

NOTICE: Deposits may not be available for immediate withdrawal. Please refer to the Bank's rules governing funds availability for details.

CURRENCY IS ACCEPTED SUBJECT TO VERIFICATION.

225 E.T

CHECKS LIST SINGLY	DOLLARS	CENTS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
TOTAL		

PETER B CALOVERAS

Tsonga Committee

Ten Thousand and 7100

Metrobank

Steve

0423

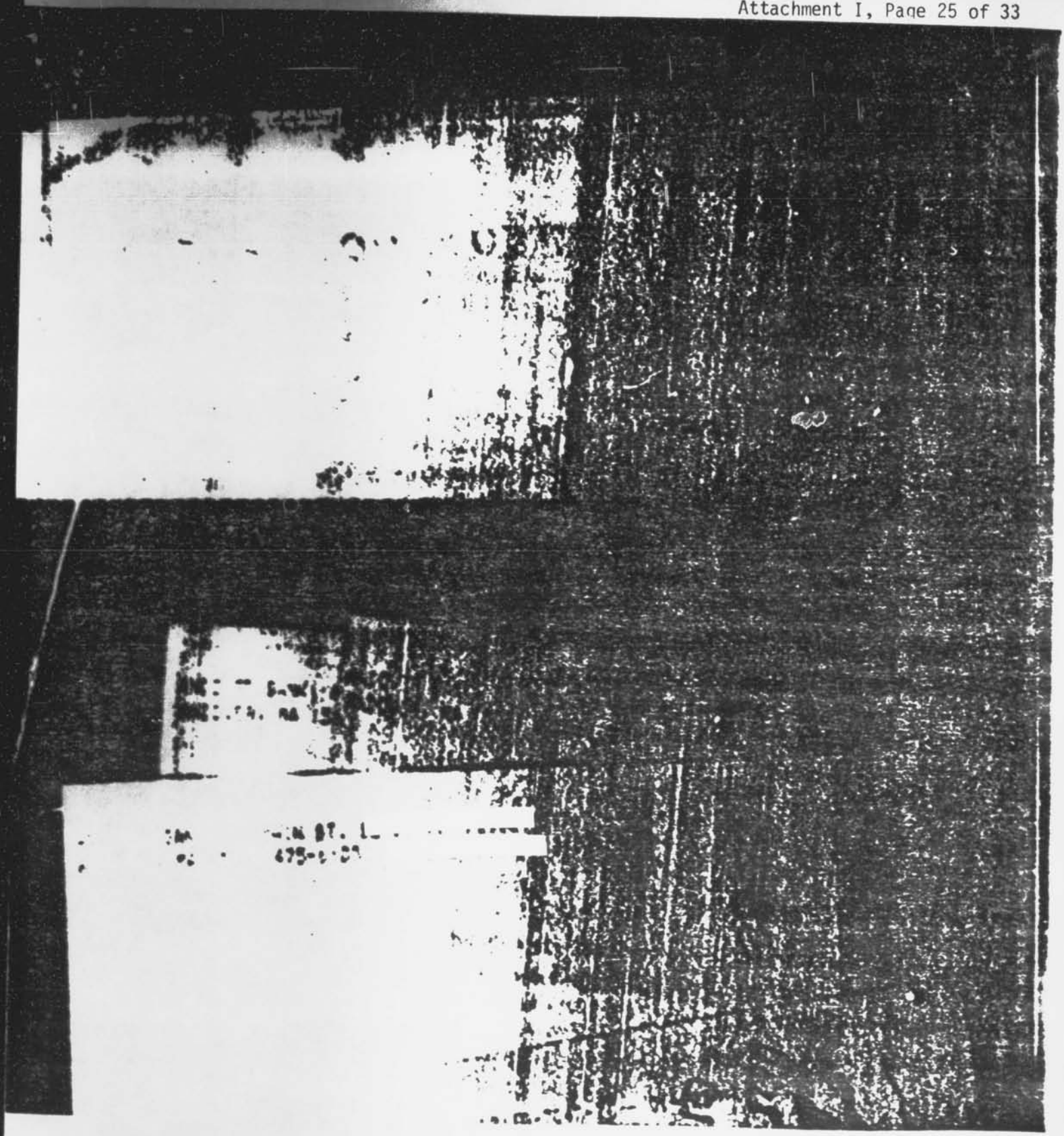
STRAVAIA & McWADE
A PROFESSIONAL ASSOCIATION

Sept 25. 91

Tsongs Committee

1773

Shawmut



Andover Bank

Statement Deposit DATE 10/16/91

NAME Ironsides Corp

ACCOUNT NO. —

ACCT#	01-148	
OCT16-91	16:32:09	
NWCKDP	21500.00	
BALANCE	23472.86	
CASH IN	0.00	

USE OTHER SIDE FOR ADDITIONAL LISTING

CASH	DOLLARS	CENTS
CHECKS	20,000	—
✓	1,000	—
✓	500	—
TOTAL FROM OTHER SIDE		
CASH RECD.		
TOTAL	21,500	00

AVAILABILITY OF DEPOSITS:

NOTICE: Deposits may not be available for immediate withdrawal. Please refer to the Bank's rules governing funds availability for details.

CURRENCY IS ACCEPTED SUBJECT TO VERIFICATION.

225 E.T.

9704378576

543

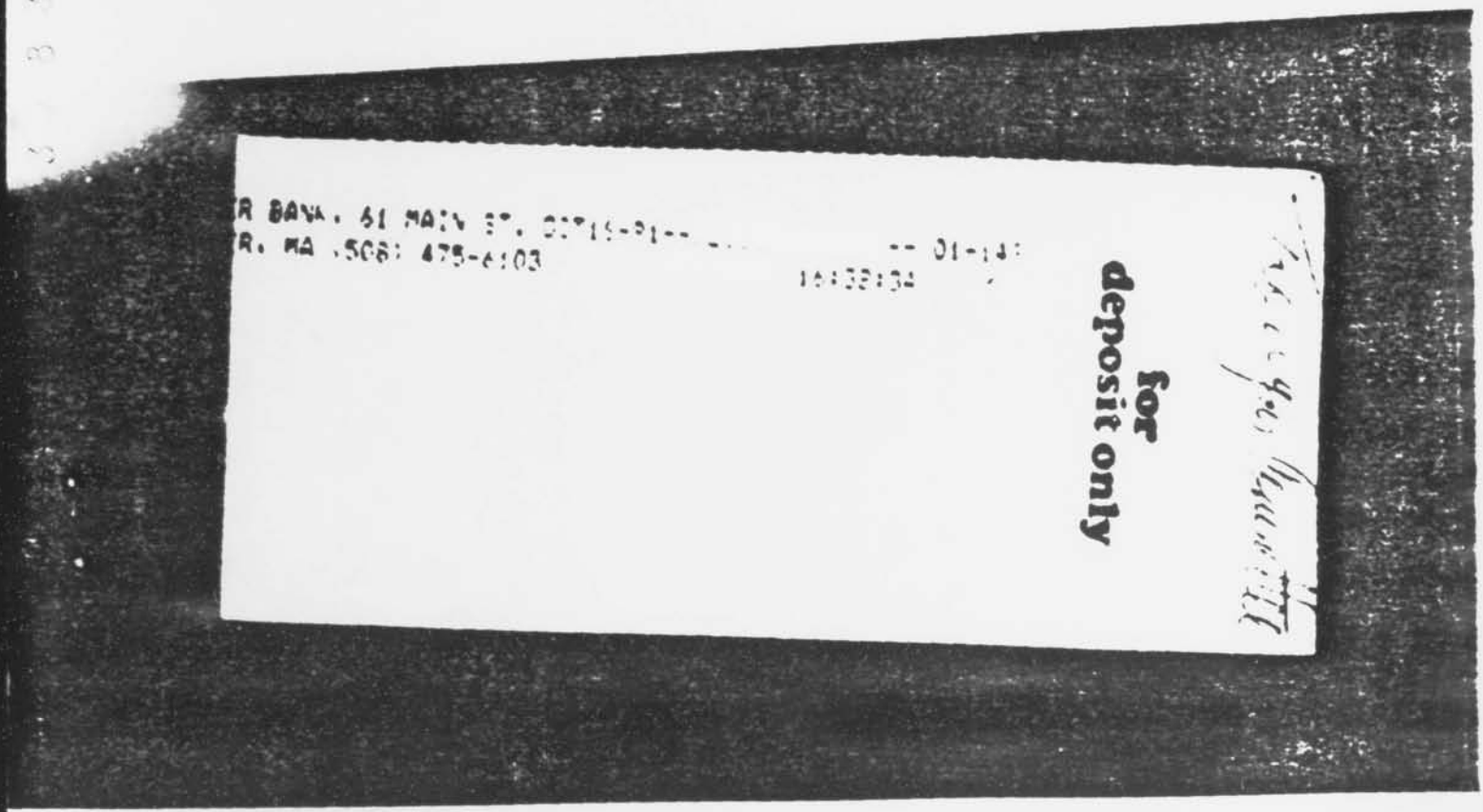
MICHAEL A. SPINELLI

October 16 1991

TSONGAS COMMITTEE — $ 20,000 00

DOLLARS

ENTERPRISE
BANK AND TRUST COMPANY



for deposit only

9704337835578

Andover Bank

Statement Deposit DATE 10/22/91

NAME Taongas Committee

ACCOUNT NO.

USE OTHER SIDE FOR ADDITIONAL LISTING

	DOLLARS	CENTS
CASH		
CHECKS	25000	00
/	250	00
TOTAL FROM OTHER SIDE		
CASH RET'D		
TOTAL	25,250	00

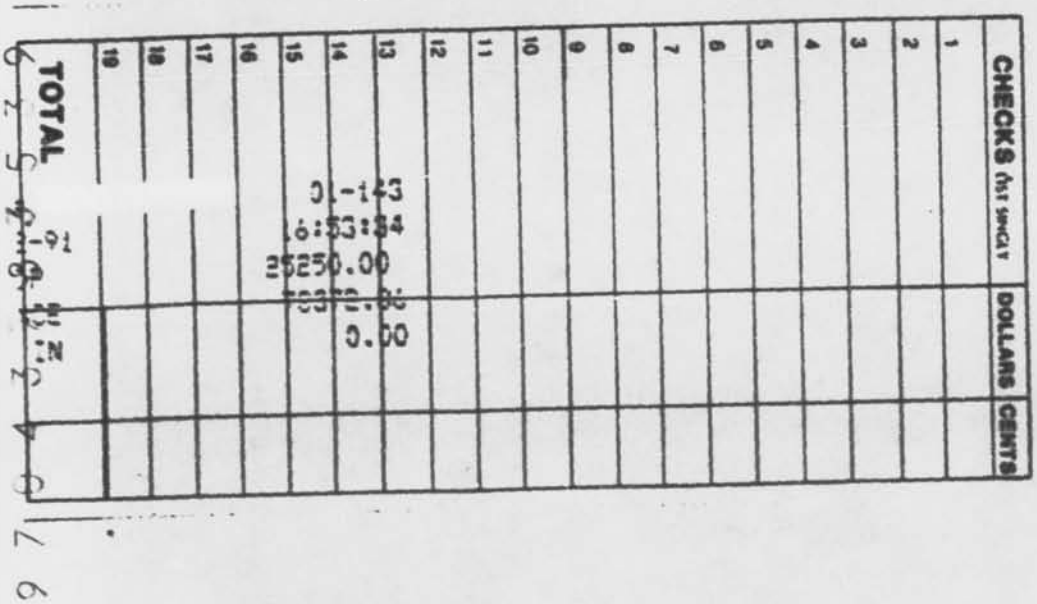
AVAILABILITY OF DEPOSITS:

NOTICE: Deposits may not be available for immediate withdrawal. Please refer to the Bank's rules governing funds availability for details.

CURRENCY IS ACCEPTED SUBJECT TO VERIFICATION.

225 E.T.

V


CHECKS (1ST SHOT)
DOLLARS
CENTS
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
TOTAL
0.00

THOMAS D. KELLEY, JR.
250 MARKET ST (603) 431-2300
PORTSMOUTH, NH 03801

PAY TO THE ORDER OF Tsongas Committee — — OcT 23 19 91

Twenty five Thousand dollars and no : 3 — $ 25,

BankEast
PORTSMOUTH NH 03801

FOR Loan To Be Paid Back January 1991

#25,000

Thu. D Kelley

JAMES VAN B. DRES[illegible]
EVAN CROSBY DRESL[illegible]
81 HUNDREDS ROAD
WELLESLEY MA 0218
431 8435

3592

sept 1992 5-173-110

Pay to the order of The Tsongas Committee $ 250.00

Two Hundred Fifty & 00/100 dollars

[redacted]

Memo _____

Evan C. Dress

ANDOVER BANK, 61 MAIN ST. OCT22-[redacted] 01-143
ANDOVER, MA 508-475-6103 [redacted]

for
deposit only

ANDOVER BANK, 61 MAIN ST. OCT22- 01-143
ANDOVER, MA 508 475-6103 [redacted]

for
deposit only

SUITE THIRTEEN HUNDRED
WEST TOWER
555 THIRTEENTH STREET NW
WASHINGTON, DC 20004-1109

MW004124
Attachment 1
Page 32 of 33

Writer's direct line
202/637-8273

July 13, 1992

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE
92 JUL 14 PM 4:19

Carmen Johnson, Esq.
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: Tsongas Committee/Andover Account

Dear Ms. Johnson:

I am enclosing a copy of correspondence received today from Michael A. Spinelli, one of the individuals who made loans to the account.

Sincerely yours,

L. Anthony Sutin

Enclosure

27043783512

FEDERAL ELECTION COMMISSION
OFFICE OF RECEIVED
92 JUL 14 PM 1:03
MW004124
Attachment 1
Page 33 of 33

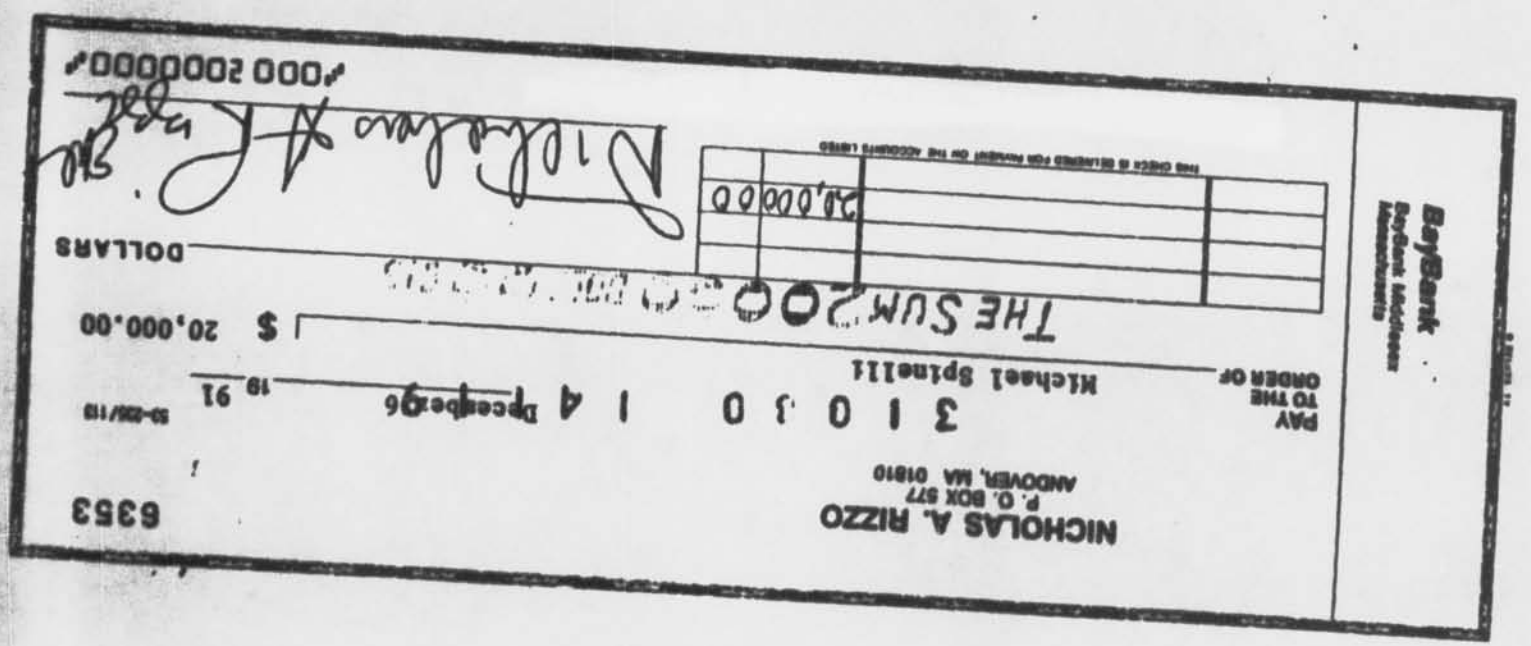
July 8, 1992

Mr. Sutin:

The loan to which you refer in your letter of July 1 was a very short term loan and it was paid far before maturing!

It was made 10/16/91 and paid back on 11/6/91.

MICHAEL A. SPINELLI
35 MONTVIEW ROAD
CHELMSFORD, MA 01824



970437/8353/3

SUITE THIRTEEN HUNDRED
WEST TOWER
555 THIRTEENTH STREET NW
WASHINGTON, DC 20004-1109

July 27, 1992

Direct Dial No.
202/637-8273

Mr. Joseph F. Stoltz
Deputy Assistant Staff Director
Audit Division
Federal Election Commission
999 E Street, NW
Washington, DC 20463

Re: Tsongas Committee/Andover Account

Dear Joe:

I enclose for your information a copy of our July 13, 1992 demand letter to Mr. Rizzo relating to his failure to forward the contributions deposited in the Andover Bank account.

As you have discussed with Committee staff, we also are in the process of sending a second demand letter relating to excessive or improper reimbursements to Mr. Rizzo.

Please call me if you have any questions.

Sincerely yours,

Tony Sutin

L. Anthony Sutin

Encl.

9704383514

The Tsongas Committee
Office:
2 Oliver Street
Boston, MA 02109
(617) 422-0100

Mailing Address:
Post Office Box 4504
Boston, MA 02101-4504

July 13, 1992

Mr. Nick Rizzo
Post Office Box 2104
One Elm Square - Third Floor
Andover, Massachusetts 01810

Dear Mr. Rizzo:

As you know, the Tsongas Committee is extremely concerned about the account that you opened and maintained in its name at the Andover Bank. It is the position of the Committee that this account was unauthorized and that the contributions that were deposited by you to this account should have been forwarded to the campaign treasurer for deposit in the Committee's official account and for periodic reporting to the Federal Election Commission, pursuant to 2 U.S.C. § 432(b) and 11 C.F.R. § 102.8.

Your failure to forward the contributions and the required supporting documentation (see 11 C.F.R. § 102.8(a)), the commingling of these contributions with your personal funds, and your deposit of several contributions in excessive amounts and from prohibited sources create potentially serious liabilities. After analysis of the records that were able to be reconstructed by the bank, which you have had an opportunity to inspect, the Committee has determined that it is obligated to demand that you forward at this time funds representing the Tsongas Committee contributions received by you so that the Committee may report the contributions and immediately refund those that are required by law to be refunded.

9704378355415

DEMOCRAT FOR PRESIDENT
Tsongas

Accordingly, the Tsongas Committee hereby demands that you remit the sum of $181,553.92 within 21 days of the date of this letter. This sum represents the face value of all deposits that the Committee is able to be identify as contributions from the records supplied by the bank. In addition, we also request that you provide for all of the contributions the following information required to be maintained by you under 11 C.F.R. § 102.8(a):

> For contributions exceeding $50, the amount, date of receipt and the contributor's name and address.
>
> For contributions exceeding $200, the complete identification of the contributor (full name and address, occupation and name of employer) as well as the amount and date of receipt of the contribution.

11 C.F.R. § 102.8(a).

This sum does not equal all of the deposits to the account because we are unable to determine whether the remaining deposits were of campaign contributions or were from other sources. If you are in possession of any information that will identify the source of other deposits to the account, we hereby request that you also provide that information. Specifically, we are unable to determine the nature of the following amounts deposited on the following dates:

June 26, 1992	$13,000
July 12, 1992	$1,155
July 15, 1992	$700
December 4, 1992	$60,000
December 5, 1992	$35,000
December 6, 1992	$65,000

In addition, the payment requested above does not include the principal amount of any "loans" that may have been made to you and deposited in the account. It is our understanding that it is your position that you are solely responsible for the payment of these loans and that they were not intended to be an obligation of the Committee. In light of the fact that some or all of the individuals making such loans appear to have believed that they were making loans to the Committee, the Committee requests that you make immediate arrangements for the repayment of these obligations.

9704383516

Finally, it is apparent from the bank records that a number of expenditures were made from the account for items that appear to be qualified and legitimate expenses of the Tsongas Committee for which you were billed. In addition, we recognize that some portion of the withdrawals from the account by you or your company may have been intended to reimburse expenditures for campaign expenses from other accounts. Although the Committee did not authorize these expenses to be paid or reimbursed in the manner that they appear to have been, it recognizes that it is obligated to reimburse legitimate campaign expenses paid by an individual on its behalf and that had you properly submitted such expenses for payment from the campaign account, you would have been reimbursed in the ordinary course of business. Accordingly, the Committee will recognize a payment obligation to you in the amount of all expenses not previously reimbursed to you by the Committee for which you are able to present adequate documentation, in the form of receipts or invoices and cancelled checks indicating your payment. The Committee's payment obligation to you will be recognized as a set-off from the amount due from you to the Committee. Please submit any such documentation of expenses within 21 days of the date of this letter.

As you have been advised, the Committee staff also is in the process of reviewing the Committee's disbursements to you and your company. This review may give rise to additional claims for reimbursement of funds. By this letter, the Committee does not waive any other claims that it may have against you relating to the Andover Bank account or any other matters. In addition, as you have been advised, the Federal Election Commission, with the Committee's full cooperation, will be conducting an investigation of these matters.

If you have any questions about any of the figures at issue or any matter set forth in this letter, we would be happy to discuss them with you. Although we recognize the issues are substantial ones, we hope that this matter can be resolved amicably and in a cooperative spirit.

Sincerely,

L. Anthony Sutin

L. Anthony Sutin
Suite 1300 West
555 Thirteenth Street, NW
Washington, DC 20004-1109
(202) 637-8273

97043183517

The Tsongas Committee
Andover Savings Bank
Acct.
Checks from 3/8/91 to 1/27/92

Prepared by: Henry Miller
Date: 7/15/92

Payee	Date	Amount	Notations	Rizzo	BENCO	Banks	Unknown	Other
N. Rizzo	3/11/91	$75,000.00	See note #1	$75,000.00				
BENCO	3/12/91	$25,500.00			$25,500.00			
N. Rizzo	3/25/91	$4,000.00	See note #1	$4,000.00				
Andover Bank	3/30/91	$2,990.00				$2,990.00		
Bank of N.E.	3/28/91	$3,457.93				$3,457.93		
Medford Bank	3/27/91	$3,000.00				$3,000.00		
N. Rizzo	4/2/91	$5,000.00		$5,000.00				
N. Rizzo	4/5/91	$2,000.00	See note #1	$2,000.00				
N. Rizzo	4/5/91	$4,000.00	See note #1	$4,000.00				
Bank of N.E.	4/5/91	$315.00	See note #1			$315.00		
N. Rizzo	4/10/91	$3,000.00		$3,000.00				
BENCO	4/10/91	$5,615.00			$5,615.00			
N. Rizzo	4/12/91	$13,000.00	See note #1	$13,000.00				
M.A. Rizzo	4/15/91	$1,000.00						$1,000.00
(no check)	4/3/91	$1,550.00	See note #2				$1,550.00	
BENCO	4/22/91	$5,000.00			$5,000.00			
N. Rizzo	4/22/91	$10,000.00		$10,000.00				
Andover Bank	4/30/91	$2,990.00				$2,990.00		
N. Rizzo	5/5/91	$10,000.00		$10,000.00				
N. Rizzo	5/20/91	$5,000.00		$5,000.00				
Stouffer's	5/20/91	$1,471.66						$1,471.66
Mark Henry	5/24/91	$2,500.00						$2,500.00
N. Rizzo	5/29/91	$8,100.00		$8,100.00				
N. Rizzo	6/1/91	$7,000.00		$7,000.00				
N. Rizzo	6/3/91	$3,000.00		$3,000.00				
N. Rizzo	6/18/91	$5,000.00		$5,000.00				
(no check)	6/14/91	$1,000.00	See note #2				$1,000.00	
Yann Snyder	6/12/91	$500.00						$500.00
N. Rizzo	6/17/91	$4,500.00		$4,500.00				
N. Rizzo	6/20/91	$3,000.00		$3,000.00				
Lawrence SB	6/24/91	$10,316.46				$10,316.46		
BENCO	6/24/91	$2,500.00			$2,500.00			
N. Rizzo	6/26/91	$20,000.00		$20,000.00				
N. Rizzo	6/27/91	$7,000.00		$7,000.00				

The Tsongas Committee
Andover Savings Bank
Acct.
Checks from 3/8/91 to 1/27/92

Prepared by: Henry Miller
Date: 7/15/92

Payee	Date	Amount	Notations	Rizzo	BENCO	Banks	Unknown	Other
(no check)	7/1/91	$10,808.83	See note #2				$10,808.83	
(no check)	7/23/91	$1,937.06	See note #2				$1,937.06	
Sutton Travel	7/24/91	$2,237.00						$2,237.00
Sutton Travel	7/24/91	$534.50						$534.50
Colony Travel	8/1/91	$472.00						$472.00
BENCO	8/14/91	$75,000.00			$75,000.00			
Sullivan Bro.	8/19/91	$14,962.50	See note #1					$14,962.50
BENCO	8/21/91	$10,000.00			$10,000.00			
Bank of N.E.	8/29/91	$3,307.57				$3,307.57		
Andover Bank	9/10/91	$2,066.77	See note #1			$2,066.77		
First Essex	9/10/91	$613.54				$613.54		
Shawmut Bank	9/10/91	$1,545.95	See note #1			$1,545.95		
Bay Bank	9/10/91	$1,922.76				$1,922.76		
Enterprise Bank	9/10/91	$2,193.54				$2,193.54		
D. Boutris	9/10/91	$668.02						$668.02
N. Rizzo	9/26/91	$16,000.00	See note #1	$16,000.00				
N. Rizzo	9/30/91	$10,000.00		$10,000.00				
N. Rizzo	10/2/91	$20,000.00		$20,000.00				
N. Rizzo	10/11/91	$4,500.00		$4,500.00				
N. Rizzo	10/17/91	$22,500.00		$22,500.00				
N. Rizzo	10/22/91	$51,000.00		$51,000.00				
Atty. Terranova	10/23/91	$950.00						$950.00
N. Rizzo	10/24/91	$20,000.00	See note #1	$20,000.00				
Shawmut Bank	10/28/91	$2,538.15				$2,538.15		
BENCO	10/28/91	$2,000.00			$2,000.00			
N. Rizzo	11/29/91	$7,000.00	See note #1	$7,000.00				
N. Rizzo	12/5/91	$50,000.00	See note #1	$50,000.00				
BENCO	12/5/91	$8,000.00			$8,000.00			
(no check)	12/9/91	$1,200.00	See note #2				$1,200.00	
(no check)	12/9/91	$2,111.00	See note #2				$2,111.00	
Sullivan Bro.	12/9/91	$4,700.77						$4,700.77
BENCO	12/9/91	$4,000.00	See note #1		$4,000.00			
Mark Henry	12/11/91	$7,500.00	See note #1					$7,500.00
N. Rizzo	12/11/91	$50,000.00	See note #1	$50,000.00				

The Tsongas Committee
Andover Savings Bank
Acct. ---
Checks rrom 3/8/91 to 1/27/92

Prepared by: Henry Miller
Date: 7/15/92

Payee	Date	Amount	Notations	Rizzo	BENCO	Banks	Unknown	Other	
N. Rizzo	12/17/91	$25,000.00		$25,000.00					
N. Rizzo	12/26/91	$13,000.00		$13,000.00					
J. Hancock Ins.	12/30/91	$234.31						$234.31	
J. Hancock Life	12/30/91	$48.35						$48.35	
(no check)	1/22/92	$1,000.00	See note #2				$1,000.00		
(no check)	1/22/92	$2,400.00	See note #2				$2,400.00		
N. Rizzo	1/27/92	$6,000.00	See note #1	$6,000.00					
Totals		$718,258.67	See note #4	$483,600.00	$137,615.00	$37,257.67	$22,006.89	$37,779.11	$718,258.67

Notes: #1 Payee, Date and amounts are from copies of canceled checks.
Illegible or missing information is from spreadsheet prepared by Tsongas committee treasuer.

#2 No check available, payee information missing.
Amount and date from committee spreadsheet and bank statement.

#3 Illegible on check and no payee listed on committee spreadsheet.

#4 All amounts were traced to bank statements.

9 7 0 4 3 7 8 3 5 1

The Tsongas Committee
Benco Consulting and Marketing Co. Inc.
1 Elm Square, Suite 3B, P.O. Box 577
Andover, MA. Phone (617) 475-3876

J. Stoltz

Check Number	Check Date	Amount	Distribution	Description	Documentation
1538	10/15/91	$783.49	$119.27	Telephone Charges	Benco Invoice and Check
			$103.33	Telephone Charges	Benco Invoice and Check
			$184.92	Telephone Charges	Benco Invoice and Check
			$88.15	Telephone Charges	Benco Invoice and Check
			$99.14	Telephone Charges	Benco Invoice and Check
			$188.68	Telephone Charges	Benco Invoice and Check
1570	11/14/91	$962.02	$524.27	Telephone Charges	Benco Invoice and Check
			$80.17	Telephone Charges	Benco Invoice and Check
			$57.58	Telephone Charges	Benco Invoice and Check
			$66.58	Telephone Charges	Benco Invoice and Check
			$96.51	Telephone Charges	Benco Invoice and Check
			$136.91	Telephone Charges	Benco Invoice and Check
1585	11/20/91	$15,000.00	$15,000.00	Unknown	Check Only
1632	12/12/91	$651.53	$651.53	Appeas To Be Services	Check Only
2009	02/27/92	$924.10	$153.18	Telephone Charges Jan/Feb	Benco Invoice and Check
			$131.00	Telephone Charges Jan/Feb	Benco Invoice and Check
			$51.52	Telephone Charges Jan/Feb	Benco Invoice and Check
			$63.17	Telephone Charges Jan/Feb	Benco Invoice and Check
			$108.00	Telephone Charges Jan/Feb	Benco Invoice and Check
			$126.54	Telephone Charges Jan/Feb	Benco Invoice and Check
			$73.90	Telephone Charges Jan/Feb	Benco Invoice and Check
			$64.37	Telephone Charges Jan/Feb	Benco Invoice and Check
			$78.29	Telephone Charges Jan/Feb	Benco Invoice and Check
			$74.13	Telephone Charges Jan/Feb	Benco Invoice and Check
2010	02/29/92	$764.40	$764.40	Reimburse. Rentex Charges	Benco Inv., Check, Risso Amex Bill
2399	03/14/92	$5,500.00	$5,500.00	Committee Check	Appears to be Consulting
2355	03/16/92	$1,008.84	$134.33	Telephone Charges	Ben. Inv. Ck. Ph. Bill
			$150.66	Telephone Charges'	Benco Inv. Check, Phone Bill

9 7 0 4 3 7 8 3 5 5 2

The Tsongas Committee
Benco Consulting and Marketing Co. Inc.
1 Elm Square, Suite 3B, P.O. Box 577
Andover, MA. Phone (617) 475-3876

J. Stolts

Check Number	Check Date	Amount	Distribution	Description	Documentation
			$186.18	Telephone Charges	Benco Inv. Check, Phone Bill
			$175.29	Telephone Charges	Benco Inv. Check, Phone Bill
			$159.43	Telephone Charges	Benco Inv. Check, Phone Bill
			$83.97	Telephone Charges	Benco Inv. Check, Phone Bill
			$118.98	Telephone Charges	Benco Inv. Check, Phone Bill
2465	03/16/92	$7,290.00	$7,290.00	Consulting	Check Request and Check
2622	04/03/92	$7,550.00	$7,550.00	Consulting March 1992	Benco Inv., Check, and Check Request
2626	04/03/92	$3,665.00	$540.00	Merchants Motors Hooksett NH	Ck. Ck. Req. Ris. amex Bill
			$450.00	Merchants Motors Hooksett NH	Ck. Ck. Req. Ris. amex Bill
			$450.00	Merchants Motors Hooksett NH	Ck. Ck. Req. Ris. amex Bill
			$500.00		
			$1,050.00	Merchants Motors Hooksett NH	Ck. Ck. Req. Ris. amex Bill
			$400.00	Merchants Motors Hooksett NH	Ck. Ck. Req. Ris. amex Bill
			$275.00	Merchants Motors Hooksett NH	Ck. Ck. Req. Ris. amex Bill
2754	04/13/92	$1,142.58	$184.44	Tele. Expense	Check, Ck. Request, Benco Inv., Ph. Bill
			$118.50	Tele. Expense	Check, Ck. Request, Benco Inv., Ph. Bill
			$189.62	Tele. Expense	Check, Ck. Request, Benco Inv., Ph. Bill
			$215.40	Tele. Expense	Check, Ck. Request, Benco Inv., Ph. Bill
			$75.04	Tele. Expense	Check, Ck. Request, Benco Inv., Ph. Bill
			$72.68	Tele. Expense	Check, Ck. Request, Benco Inv., Ph. Bill
			$54.50	Fed Exp to Leslie Schiller Berkley CA	Check, Ck. Request, Benco Inv., Fed Ex.
			$232.40	Tele. Exp.	#0t EXACT ' MATCH Ck., Ck. Req., Benco Inv., Ph.
2844	04/24/92	$7,550.00	$7,550.00	Consulting April 92	Ck., Ck. Req., BENCO INV.
3019	05/19/92	$713.57	$91.29	Tele. Exp.	Ck. Req., Benco Inv. Dte 5/13, Ph. Bills
			$112.33	Tele. Exp.	Check Request, Benco Inv., Ph. Bills
			$165.62	Tele. Exp.	Check Request, Benco Inv., Ph. Bills
			$55.95	Tele. Exp.	Check Request, Benco Inv., Ph. Bills
			$61.85	Tele. Exp.	Check Request, Benco Inv., Ph. Bills
			$109.71	Tele. Exp.	Check Request, Benco Inv., Ph. Bills

The Tsongas Committee
Benco Consulting and Marketing Co. Inc.
1 Elm Square, Suite 3B, P.O. Box 577
Andover, MA. Phone (617) 475-3876

J. Stoltz

Check Number	Check Date	Amount	Distribution	Description	Documentation
1013	04/05/91	$2,703.96	$2,703.96	Office/Fundraising Expense	Check Request and Check
1022	04/12/91	$391.53	$391.53	Office/General	Check Request and Check
1128	05/21/91	$724.54	$724.54	Reimbursement Telephone	Check Request and Check
1177	06/05/91	$5,000.00	$5,000.00	Services June 91	Check Request, Check, and Invoice
1258	06/30/91	$15,000.00	$15,000.00	Appear. t/b Serv. Consult. Per Data Base	Check Only
1263	07/02/91	$5,000.00	$5,000.00	Appears to be Services	Check Only
1303	07/11/91	$703.22	$238.52	Telephone Charges	Benco Invoice and Check
			$102.50	Telephone Charges	Benco Invoice and Check
			$60.94	Telephone Charges	Benco Invoice and Check
			$100.81	Telephone Charges	Benco Invoice and Check
			$103.67	Telephone Charges	Benco Invoice and Check
			$96.78	Telephone Charges	Benco Invoice and Check
1308	07/11/91	$105.91	$105.91	Telephone Charges	Benco Invoice and Check
1499	10/11/91	$2,549.83	$75.15	Telephone Charges	Benco Invoice and Check
			$212.24	Telephone Charges	Benco Invoice and Check
			$146.24	Telephone Charges	Benco Invoice and Check
			$116.50	Telephone Charges	Benco Invoice and Check
			$265.04	Telephone Charges	Benco Invoice and Check
			$120.33	Telephone Charges	Benco Invoice and Check
			$85.07	Telephone Charges	Benco Invoice and Check
			$163.34	Telephone Charges	Benco Invoice and Check
			$379.32	Telephone Charges	Benco Invoice and Check
			$67.52	Telephone Charges	Benco Invoice and Check
			$123.96	Telephone Charges	Benco Invoice and Check
			$95.68	Telephone Charges	Benco Invoice and Check
			$265.04	Telephone Charges	Benco Invoice and Check
			$191.21	Telephone Charges	Benco Invoice and Check
			$96.95	Telephone Charges	Benco Invoice and Check
			$146.24	Telephone Charges	Benco Invoice and Check

The Tsongas Committee
Benco Consulting and Marketing Co. Inc.
1 Elm Square, Suite 3B, P.O. Box 577
Andover, MA. Phone (617) 475-3876

J. Stolts

Check Number	Check Date	Amount	Distribution	Description	Documentation
			$116.82	Tele. Exp.	Check Request, Benco Inv., Ph. Bills
3041	05/28/92	$7,550.00	$7,550.00	Consulting May 92	Check and Benco Invoice
Total Payments		$93,234.52	$93,234.52		
Accounts Payable					
		$590.45	$56.93	Telephone Bill May	Benco Invoice
			$49.40	Telephone Bill May	Benco Invoice
			$79.89	Telephone Bill May	Benco Invoice
			$109.71	Telephone Bill May	Benco Invoice
			$84.33	Telephone Bill May	Benco Invoice
			$154.93	Telephone Bill May	Benco Invoice
			$55.26	Telephone Bill May	Benco Invoice
TOTAL		$93,824.97	$93,824.97		

Source: Committee Invoice Files and Bank Records
Purpose: To Record The Details Of The Committees Transactions With Benco

The Tsongas Committee
Payments To Nicholas A. Rizzo
30 Hemlock Road
Andover, MA 01810

Check Number	Check Date	Amount	Distribution	Description	Documentation
1052	04/24/91	$5,000.00	$5,000.00	Consultant Services 3/91	Check and Check Request
1053	04/24/91	$5,000.00	$5,000.00	Consultant Services 4/91	
1054	04/24/91	$5,000.00	$5,000.00	Consultant Services 5/91	
1176	06/05/91	$1,422.67	$540.00	Cash transfer West. Union	Check, Check Request, Travel Voucher
			$162.35	Computer Rental Dup. See Ben. Ck # 1253	Check, Check Request, Travel Voucher
			$60.32	Postage	Check, Check Request, Travel Voucher
			$360.00	Watermark Cleveland	Check, Check Request, Travel Voucher
			$300.00	Sammy's Rest. Cleveland	Check, Check Request, Travel Voucher
1300	07/08/91	$5,000.00	$5,000.00	Travel Adv. and Exp. CA Fundraiser	Check, Check Request NO OTHER DOC.
1692	12/31/91	$15,931.73	$115.00	Marilyn Futterman Photography	Check, Check Request, Travel Voucher
			$359.00	Drum Hill Liquor, Chelmsford, MA	Check, Check Request, Travel Voucher
			$223.74	Four Seasons Hotel, Austin	Check, Check Request, Travel Voucher
			$392.70	Amex. for Rentex, Boston	Check, Check Request, Travel Voucher
			$2,029.50	Sutton Tra. Rizzo,Tsongas,Kanin'Atla9/91	Check, Check Request, Travel Voucher
			$400.50	Sutton Travel Thomann Los Ang. 9/91	Check, Check Request, Travel Voucher
			$387.50	Sutton Travel Rizzo Los Ang. 9/91	Check, Check Request, Travel Voucher
			$298.00	Sutton Travel Boutris Los Ang. 8/91	Check, Check Request, Travel Voucher
			$1,020.50	Sutton Travel Rizzo,Cataldo CA 7/91	Check, Check Request, Travel Voucher
			$924.00	'Sutton Tra. Rizzo Joncas,Synder Clevlnd	Check, Check Request, Travel Voucher
			$1,385.00	Sutton Tra. Rizzo, Synder Detroit,5/91	Check, Check Request, Travel Voucher
			$258.00	Sutton Tra. Upton, Atlanta	Check, Check Request, Travel Voucher
			$928.50	Sutton Tra., Rizzo, L.A. 7/91	Check, Check Request, Travel Voucher
			$474.50	Sutton Tra., Thomann, D.C. 6/91	Check, Check Request, Travel Voucher
			$378.00	Sutton Tra., Kraft, Denver/HM 7\91	Check, Check Request, Travel Voucher
			$431.50	Sutton Tra.,Thomann, Louisv./Pittsb.7/91	Check, Check Request, Travel Voucher
			$570.00	Sutton Tra.,Tsongas,Louisv./Pittsb.7/91	Check, Check Request, Travel Voucher
			$534.50	Sutton Tra.,Thomann,Pittsb./Louisv.7/91	Check, Check Request, Travel Voucher
			$1,216.50	Sutton Tra.,Tsongas,L.A./San Fran.7/91	Check, Check Request, Travel Voucher
			$196.15	The Carlton,D.C.Rizzo 12/15/91	Check, Check Request, Travel Voucher
			$1,553.37	Misc. Receipts	Check, Check Request, Travel Voucher
			$10.50	Cash Register Tape	Check, Check Request, Travel Voucher
			$62.38	Cash Register Tape	Check, Check Request, Travel Voucher
			$93.00	Postage Receipt	Check, Check Request, Travel Voucher
			$120.00	Receipt	Check, Check Request, Travel Voucher
			$1,569.39	Unidentified	

The Tsongas Committee
Payments To Nicholas A. Rizzo
30 Hemlock Road
Andover, MA 01810

Check Number	Check Date	Amount	Distribution	Description	Documentation
1697	01/02/92	$42,000.00	$42,000.00	Reimb. Exp. Recovered from Rizzo 1/	Check and Check Request
2781	04/15/91	$17,153.75	$3,648.75	Colonial Prnt. Tsongas Brochures	
			$13,505.00	Lafayette Hotel 4/11/91 Event	This is a duplicate payment.
TOTAL		$96,508.15	$96,508.15		

1/ This payment was reimbursed by Rizzo in January of 1992. There was no documentation associated with the payment when it was made. At the time of the payment, Mr. Rizzo was in control of the Committee accounts.

The Tsongas Committee
Amounts Due From N. Rizzo
For Excess Expenses and Consulting Fees Paid

J Stoltz
7/30/92

Payee	Discription	Check Date	Check Number	Check Amount	Disputed Amount	W/P Index
N. Rizzo	Travel advance and Expenses Ca. F/R. Applied to 8/1/91 Unpaid Voucher. $3,610.88	07/08/91	1300	$5,000.00	$1,389.12	
N. Rizzo	Reimbursement Lafayette Hotel F/R 4/21/91	04/15/91	2781	$17,153.73	$13,505.00	
N. Rizzo	Rentex For Computer Rental Also Paid directly to on Rizzo's Amex account. Ck. No. 1253 6/28/91	06/05/91	1176	$1,422.67	$162.35	
S. Joncas	Amount Pd. by Rizzo To Pixe Town, Assumed Personal	03/26/92	2505	$1,275.54	$479.25	
	Also Pd. Directly on Rizzo Amex Account	04/01/92	2565	$1,503.33	$479.25	
S. Joncas	Bill for "Special Lady" Rizzo Personal Exp.	05/04/92	2894	$1,473.54	$250.49	
Benco	Extra Months Consulting Feb. 92	03/17/92	2465	$7,290.00	$5,000.00	
American Express	Gift Fruit Ship. Hale Ind. River Groves Personal	03/03/92	2106	$2,303.39	$84.90	
N. Rizzo	Request Amount in Excess supporting documentation	12/31/91	1692	$15,931.73	$1,569.39	
S. Joncas	Math Error on Expense Voucher 3/20-24/92	03/26/92	2505	$1,275.54	$154.92	
S. Joncas	Math Error on Expense Voucher 4/29-5/3/92	05/04/92	2894	$1,473.54	$287.10	
S. Joncas	Amer. Airline Tick. Upgrade on 3/20-24/92 & 4/29-5/3/92 Vouchers	05/04/92	2894	$1,473.54	$100.00	
American Express	Payment on Rizzo Account also included on 4/1-3/92 Voucher under Joncas. St Regis Hotel 462.00 & Delta Airlines $285.00	05/04/92	2893	$357.00	$347.00	

The Tsongas Committee
Amounts Due From N. Rizzo
For Excess Expenses and Consulting Fees Paid

J Stolts
7/30/92

Payee	Discription	Check Date	Check Number	Check Amount	Disputed Amount	W/P Index
S. Joncas	Consulting Per Data Base No Documentation	04/13/92	2561	$1,000.00	$1,000.00	
S. Joncas	Travel Advance Not Applied	04/08/92	2736	$500.00	$500.00	
Sutton Travel	Amounts Included On various Vouchers and also included on Various Rizzo, or Joncas Vouchers or paid from the Andover Account	Various	Various		$9,809.00	
N. Rizzo	Amounts In Excess Of $5,000 Per Month For Consult.	Various	Various		$10,440.00	
				TOTAL	$45,557.77	
N. Rizzo	Amounts In Excess Of $5,000 Per Month 1/	Various	Various		($10,440.00)	
					$35,117.77	

1/ As of 7/31/92, George Kokinos, Committee Treasurer informed the Audit Staff that Mr. Rizzo was contesting the position that his consulting payment was limited to $5,000 per month. Rather he had argued that he had negotiated an increase with Campaign Manager Dennis Kanin. Mr. Kokinos stated that he would speak to Mr. Kanin about the matter. On 8/11/92, Mr. Kokinos informed Joe Swearingin that the campaign had decided to accept as legitimate the increased consulting amount. Per Joe Swearingin the explanation is that since the campaign paid, without question, the larger amount, in the absence of a written agreement, the payment constitutes acceptance of the bill. A written explanation of the acceptance has been requested.

SUITE THIRTEEN HUNDRED
WEST TOWER
555 THIRTEENTH STREET NW
WASHINGTON, DC 20004-1109

Direct Dial No.
202/637-8273

July 27, 1992

Richard A. Gargiulo, Esq.
Gargiulo, Rudnick & Gargiulo
66 Long Wharf
Boston, MA 02110

Re: Tsongas Committee/Nick Rizzo

Dear Mr. Gargiulo:

As previously stated, the Tsongas Committee has undertaken a review of reimbursement requests submitted by Nick Rizzo and Benco Consulting and Marketing Co., Inc. to identify any overpayments, duplicate payments or payments without sufficient documentation that were made to Mr. Rizzo by the Committee.

The following payments for which reimbursement is requested have been identified:

Date	Explanation	Amount
June 5, 1992	Rentex/paid direct by Committee to American Express	$162.35
July 8, 1991	Travel advance/no credit taken or documentation submitted	$5000.00
Dec. 31, 1991	Reimbursement-no documentation	$1515.87
Mar. 13, 1992	Benco consulting overpayment	$500.00
Mar. 17, 1992	Benco consulting overpayment	$2290.00
Mar. 26, 1992	Reimbursement to S. Joncas ("SJ") for unallowable expense	$479.25
Mar. 27, 1992	Direct payment to American Express for unallowable expense	$479.25
Mar. 26, 1992	American Air upgrade (duplic.)	$100.00
Mar. 26, 1992	Excess payment over document.(SJ)	$157.92
Apr. 3, 1992	Benco consulting overpayment	$2550.00
Apr. 3, 1992	Delta Air paid direct by Ctee (SJ)	$285.00
Apr. 13, 1992	Travel advance (SJ)	$500.00
Apr. 13, 1992	Consulting (SJ)	$1000.00
Apr. 18, 1992	Reimb. for Lafayette Hotel/paid direct by Ctee	$13505.00
Apr. 24, 1992	Benco consulting overpayment	$2550.00
Apr. 29, 1992	Excess payment over document. (SJ)	$287.10

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Apr. 29, 1992	American Air upgrade (SJ)	$100.00
May 26, 1992	Benco consulting overpayment	$2550.00
Various	Travel reimbursements for travel paid directly by Ctee. to Sutton Travel (detail enclosed)	$11314.82
	Overpayment of one month consulting	$5000.00
		$50326.56

Repayment of $50,326.56 is hereby requested within 21 days of the date of this letter. If you would like further explanation of any of the items listed above, please feel free to call me.

The Committee's review of this matter is continuing and we reserve the right to request additional reimbursement as may be appropriate.

Thank you for your assistance in resolving this matter.

Sincerely yours,

L. Anthony Sutin

cc: Mr. Nick Rizzo

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TSONGAS Committee

			NR 12-31-91 Reimbursement	SOME ITINERARY ✓	COMMITTEE PYMT. TO CAR	SUTTON PMT.
1	2-3-91	BOS - ATL - BOS				
2		(NR / JR / PET)	209.50			
3						
4	3-22-91	BOS - LA - BOS				
5		(M. THOMANN)	400.50			
6						
7	3-13-91	BOS - LA - BOS				
8		(NR)	387.50			
9						
10	3-31-91	LA - BOS - LA				
11		(D. BOUTRIS)	298-	✓	1337	298-
12						
13	4-19-91	BOS - LA - SF - BOS				
14		(NR / B. CARLOS)	1070.50	✓	PAID by HUDDER ACCT.	
15						
16	4-19-91	BOS - CLEVE - BOS				
17		(NR / SUTONCAS / V. SNYDER)	924-	✓	1069	940-
18						
19	5-20-91	BOS - DET - BOS				
20		(NR / V. SNYDER)	1385-	✓	1126	1385-
21						
22	6-12-91	BOS - ATL - BOS				
23		(A. AYERN)	258-	✓	1222	258-
24						
25	6-24-91	BOS - LA - BOS				
26		(NR)	928.50	✓	1248	928.50
27						
28	6-28-91	BOS - DC - BOS				
29		(M. THOMANN)	474.50 ②	✓	—	
30						
31	7-1-91	ALBUQ - DEN - BOS - DEN				
32		ALBUQ (T. KRAFT)	378 = ②	✓	126 ✓	852.50
33						
34	7-2-91	BOS - LOUISVILLE - PITT - BOS				
35		(M. THOMANN)	431.50 ①	✓	—	
36						
37						
38	6-20-91	CREDIT				
39		BOS - CHI - BOS				
40		NR LOOK	(1335-)	✓	—	(1335-)

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TRAVEL COMMITTEE

		1	2	3	4
		NR 12-31-91 REIMBURSEMENT			
7-2-91	HOU-LOUIS-PIT-BOS (PET)	570 = ✓		1265	100 50
7-19-91	BOS-ATL-LOUIS-DAYTON-BOS (M. THOMANN)	534 50 ✓		PAID by ANDOVER ACCT	
7-23-91	BOS-NA-SF-BOS (PET)	1214 50 ✓		PAID by ANDOVER ACCT	
6-10-91	BOS-CHI-BOS (NR / DK)			1196	1335-
5-29-91	LA-SF-LA (NR / T. SNYDER)			1167	236-
4-8-92				2734	1901-
5-26-92	BOS-NY-BOS (NR / DK)			2527	670-
3-17-92	BOS-LA-BOS (NR / G. JONES)	S. JONES 5-26-92 1305- ✓		2464	1305-
5-6-92	BOS-ST. PAUL-SEATTLE-BOS (PET) (NO PYMT.)				
4-21-92	BOS-LA-DALLAS-BOS (NR / S. JONES)			2863	966-
	PAYMENT by ANDOVER (NO CREDIT)	✓		PD. by ANDOVER	472-
	OTHER PAYMENTS →	11 31 92			

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FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

MEMORANDUM

July 16, 1992

TO: LAWRECNCE M. NOBLE
GENERAL COUNSEL

THROUGH: JOHN C. SURINA
STAFF DIRECTOR

FROM: ROBERT J. COSTA
ASSISTANT STAFF DIRECTOR
AUDIT DIVISION

SUBJECT: REQUEST FOR SUBPOENAS, INTERROGATORIES, AND DEPOSITIONS IN CONNECTION WITH THE AUDIT OF THE TSONGAS FOR PRESIDENT COMMITTEE

As you know, the Tsongas For President Committee has advised the Commission that they have discovered that a fundraising consultant of the Committee, Nicholas A. Rizzo, has maintained an unauthorized account in the name of the Committee. Activity in that account totals approximately $718,000. None of this activity has been reported. The Committee has obtained from the bank microfiche copies of bank statements, checks drawn on the account, and deposits made to the account and made them available to the Commission. Unfortunately, not all transactions were reproducible and some of those that were raise more questions than they answer.

According to the Committee's analysis, approximately $181,000 in contributions were deposited into the account. They have been able to associate at least a name with $168,000 of that amount. Another $354,000 appears to be loans from six individuals made payable to The Tsongas Committee. There are three deposits that total another $160,000 in December of 1991 that the Committee speculates are additional loans but for which they cannot identify a source. Finally, there is approximately $17,000 in deposits shown on the bank statements with which the Committee cannot associate any available records.

On the disbursement side of the equation, Mr. Rizzo wrote checks payable to himself totaling approximately $483,000. The Committee informs us that, according to Mr. Rizzo, this money was used to pay Mr. Rizzo's personal debts. In addition, checks totaling approximately $129,000 were paid to Mr. Rizzo's company, Benco Inc. The Committee indicates that they have

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identified approximately $25,000 in payments to known Committee vendors that may be legitimate campaign expenses. Another group of payments totaling approximately $49,500 is classified as Other Checks. Included in this group are 13 checks to eight banks totaling about $37,250 which are believed to be payments on loans for which Mr. Rizzo was personally liable. There is a $1,000 payment to a Maria Rizzo who, based on the Committee's contributor data base, appears to be Mr. Rizzo's spouse. There are two payments to a Mark Henry totaling $10,000. The Committee's contributor database contains a record for a Mark O. Henry living in Andover, like Mr. Rizzo, who is a self-employed CPA. Mr. Rizzo has told the Committee that his accountant disposed of the records for this account. Finally, the bank statements indicate about $22,000 in disbursements that cannot be identified from the available records.

Since the audit of The Tsongas Committee is under way, the best time to resolve the questions about this account and Mr. Rizzo's activities is now. To that end, the Audit staff requests that the following subpoenas be drafted.

Nicholas A. Rizzo
30 Hemlock Road
Andover, MA. 01810

The subpoena should request all records relating to his work for the Tsongas Committee to include, but not be limited to, bank statements and associated canceled checks, debit and credits memoranda and advices, deposit slips and copies, check registers, reconciliations, bills, contracts, invoices, receipts, notes, and memoranda.

Specifically with respect to Account Number 212 maintained in the name of The Tsongas Committee, at the Andover Bank, 61 Main Street, Andover MA. 01810, all records relating in any way to the transactions processed through that account including, but not limited to, bank statements with all enclosures (canceled checks, deposit slips, and debit and credit advices and memoranda), reconciliations, bills, invoices, receipts, check registers, contracts, loan agreements, notes, memoranda, and any records relating to funds deposited into that account. If Mr. Rizzo does not have all such records, but is aware of any other person who is in possession of any of the above, provide the name and address of that person.

Specifically, with respect to deposits to account in the amount of $60,000 on 12/04/91, $35,000 on 12/05/91, and $65,575 on 12/06/91, provide documentation and explanations of the source of the moneys deposited. Also, provide the name and address of any other person who may be in possession of such information or documentation.

With respect to loans, the proceeds of which were deposited into that account, provide the name and address of the person

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making the loan along with the date and amount of each loan. Also provide any written agreement, note or memorandum of any kind relating to each loan. Provide an explanation of the circumstances surrounding the solicitation of each loan.

With respect to all checks made payable to Nicholas A. or Maria Rizzo, provide documentation showing services performed or amounts due to include any billing, receipt, invoice, statement, reconciliation, note or memorandum. Also provide any explanation relating to the above. Further, provide documentation and explanations to establish the identification of all parties to whom the funds were subsequently disbursed.

Provide all records for any other account that was maintained by you in the name of or in any way connected to your work for The Tsongas Committee. Such records should include, but are not limited to, all statements, canceled checks, deposits, debit and credit advices and memoranda, check registers, reconciliations, invoices, bills, receipts, notes, and memoranda.

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Benco Consulting and Marketing, Inc. (aka Benco or Benco, Inc.)
1 Elm Square, Suite 28
Andover, MA. 01810

This firm is Mr. Rizzo's company. According to the records of the Massachusetts Secretary of State, Mr. Rizzo is the President and Treasurer. Other public sources indicated that Benco's annual sales are $300,000 and that it has four employees. The Committee made payments totaling $93,000 to Benco, with Mr. Rizzo writing checks from the Andover account totaling another $129,000. The Benco subpoenas should request access to:

All books and records of Benco Consulting and Marketing, Inc. for the period 1/1/91 to 6/30/92. Such records to include, but are not limited to, financial statements, ledgers, journals, and other books of entry, whether maintained manually of electronically, tax returns, bank records including bank statements, canceled checks, deposit records, debit and credit memoranda and advices, bills, receipts, invoices, reconciliations, notes, and memoranda.

It was also learned that Mr. Rizzo is also President and Treasurer of Auto Specialities Sales Co., Inc. At this time no contact is recommended with that company, but information obtained under these subpoenas may suggest the necessity in the future.

Andover Savings Bank
61 Main Street
Box 2005
Andover, MA. 01810

Bank of New England N.A.
28 State Street
Boston, MA. 02109

Bay Bank (This is the Committee's Bank)
175 Federal Street
Boston, MA. 02110

Enterprise Bank and Trust Co.
222 Merrimack Street
Box 908
Lowell, MA. 01853-0908

First Essex Savings Bank
296 Essex Street
Box 1000
Lawrence, MA. 01842

Lawrence Savings Bank
255 Essex Street
Box 988
Lawrence, MA. 01842

Medford Savings Bank
29 High Street
Box 151
Medford, MA. 02155

Shawmut Bank N.A.
One Federal Square
P.O. Box 2175
Boston, MA. 02110-2176

These banks are the payees on checks drawn on the Andover account totaling $37,000. The Committee believes that these payments were for Mr. Rizzo's personal loans. Subpoenas should be issued to these banks seeking information on any loans that were active between 1/1/91 and 6/30/92 and were held in the name of Nicholas A. and/or Maria Rizzo and/ or The Tsongas Committee. The information should include the principal amount, terms, current balance and a record of all payments. We may also wish to ask for a listing of all other accounts maintained in the same names and active during the same period to include the name in which the account is held, the account number, and the current balance or date closed. We have no guarantees that the Andover account is the only such account that Mr. Rizzo maintained.

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With respect to the named banks, Polk's shows many branches and affiliated banks for some of them, most notably Shawmut and Bay Bank. The address given above is the head office. We have no way of knowing where in the banks organization an account or loan may have originated.

Mark Henry
35 Evergreen Drive
North Andover, MA. 01845

Mr. Henry received two payments from the Andover account, that we can identify, totaling $10,000. Mr. Rizzo has told the Committee that his accountant threw the records away for the Andover account. On the Committee's contributor list Mr. Henry is listed as a self-employed CPA. The subpoenas should request:

All documentation associated with all payments made to him between 1/1/91 and 6/30/91 from any account held in the name of The Tsongas Committee and/or Nicholas Rizzo and/or Maria Rizzo to include, but not limited to bills, invoices, receipts, reconciliations, notes, memoranda, and associated bank records showing deposits and any expenses related to amounts received. He should also provide an explanation of the reason all such amounts were received.

All documentation related to any account held in the mane of The Tsongas Committee and/or Nicholas Rizzo and/or Maria Rizzo during the period 1/1/91 to 6/30/92. Such records are to include, but are not limited to, bank statements, canceled checks, deposit slips, debit and credit memoranda and advices, check registers, reconciliations, deposit records, invoices, bills, receipts, notes, and memoranda.

Lawrence Ansin
61 Possum Road
Weston, MA. 02193

Elkin McCallum
34 Bridle Path Way
Tyngsboro, NH 01889

Peter Caloyeras
4053 Redwood Avenue
Los Angeles, CA. 90066

Anastasios Kalogianis
c/o Olympic Construction
40 Lowell Street, Bldg. 2
Salem, NH 03079

Thomas Kelley
250 Market Street
Portsmouth, NH 03801

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Michael Spinelli
35 Montview Road
Chelmsford, MA. 01824

These six individuals are recorded as having loaned at least $354,000 to The Tsongas Committee account maintained by Mr. Rizzo. Given the unidentified amounts, there could be other loans. These individuals should be requested to provide the following:

A listing of dates and amounts of any loans that were made by these people to The Tsongas Committee and/or Nicholas Rizzo and/or Maria Rizzo. In addition any documentation associated with the loans including but not limited to the canceled checks used to make the loans, any loan agreement or other note, memoranda or correspondence associated with the loan. The outstanding balance of the loan and a listing of all payments received to date on the loans. Documentation associated with the payments received is to include copies of the checks received, a listing of all payments and the dates received. Each individual should also provide an explanation of the circumstances surrounding the making of the loan to include the lender's understanding of identity of the borrower, who solicited the loan, where the loan was solicited, how the loan was solicited, and when the loan was solicited and when repayment was expected. The name and address of any other person known to have made similar loans. A description of any contacts that the lender has had with Paul Tsongas or any representative of the Tsongas presidential campaign concerning the making or repayment of any such loan.

The remaining person that may need to be contacted is a Steve Joncas, 93 Holy Road, Lowell, MA. 01852. The Committee has informed us that expense reimbursement check(s) meant for Mr. Joncas were apparently intercepted and cashed by Mr. Rizzo. Before any contact is made with Mr. Joncas, we would prefer to examine the expense vouchers and associated Committee canceled checks.

After the documentary evidence and written testimony is received from the above persons, it will likely be necessary to schedule depositions of some persons. The most likely are Mr. Rizzo, Mr. Henry, and the six lenders. We believe that the decision is best postponed until after the other materials are reviewed.

Your prompt attention to this matter is appreciated. Should you have any question concerning the above, you may contact Joe Stoltz or myself.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

AR003095

July 23, 1992

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

THROUGH: JOHN C. SURINA
STAFF DIRECTOR

FROM: ROBERT J. COSTA
ASSISTANT STAFF DIRECTOR
AUDIT DIVISION

SUBJECT: FOLLOW-UP ON MEMORANDUM RE: SUBPOENAS RELATING TO THE TSONGAS COMMITTEE AUDIT.

On July 16, 1992, I forwarded a memorandum to your office that requested a number of subpoeans be issued with respect to the account and activities of Nicholas Rizzo of Andover, MA. Since that time the audit team has learned that the records that have been provided to date for Account held in the Committee's name by Mr. Rizzo at the Andover Savings Bank, were originally received by Mr. Rizzo and then forwared to the Committee. Originally it was our understanding that the records were sent directly to the Committee from the bank. Given that Mr. Rizzo had possession of the records for a time, we can place less confidence in the completeness of those records. There are some deposits that are not accounted for or are documented only by a deposit slip that shows only an amount with no source. We also have learned that the Committee shares this concern and that since the Treasurer is not a signatory on the account, the bank will provide no direct information to the Committee.

Given the above, I believe that the subpoena to the Andover Savings Bank should be broadened to include the records on Tsongas Committe account. There are two possibitities. One is to issue a subpoena for all of the records which will duplicate much of what has been already received, but will provide assurance that we have everything. The downside of this approach is time and expense unless the bank has maintained a paper copy of what they provided to Mr. Rizzo. In that case it should be a simple matter. The Committee has spent over $3000 for the copies they received so far. The second is to make a more limited request that will cover only known gaps. That would be less expensive if paper copies do not exist at the

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bank, but would require a list to be prepared. In either case, the Bank should be approached about the possibility that a FEC staff person being granted access to the microfiche at the bank. Some of the records that would not copy may be decipcherable if the film is available. This would be for a limited number of transactions.

Please let me know how you would like to proceed. If a list of selected deposits is needed I will have it prepared and forwarded to you.

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8/14/92

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 13, 1992

MEMORANDUM

TO: Robert J. Costa
Assistant Staff Director
Audit Division

THROUGH: John C. Surina
Staff Director

FROM: Lawrence M. Noble
General Counsel

Kim L. Bright-Coleman KBC
Associate General Counsel

Carmen R. Johnson CRJ
Assistant General Counsel

Delanie DeWitt Painter DDP
Attorney

Mary Tabor MT
Attorney

SUBJECT: Tsongas for President Committee - Request for Subpoenas, Interrogatories and Depositions (LRA # 424)

The Office of General Counsel has received the Audit Division's memorandum dated July 16, 1992 requesting the issuance of subpoenas, interrogatories, and depositions in connection with the audit of the Tsongas for President Committee ("the Committee"). Moreover, we received a second memorandum from the Audit Division dated July 23, 1992 which provides additional information concerning the scope of the subpoena requests.

This Office has reviewed your request and agrees that this matter requires additional investigation. We will prepare subpoenas to obtain documents and Orders to Submit Written Answers to obtain the information delineated in your memorandum. However, we believe that an immediate referral

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of part of this matter for enforcement is warranted, and that it would be premature to begin depositions prior to the enforcement investigation. Therefore, we will prepare limited written questions in connection with the audit and will wait until the entire matter is referred for enforcement to conduct a full investigation.

The Committee has notified the Commission that a fundraising consultant of the Committee, Nicholas A. Rizzo, maintained an unauthorized account in the name of the Committee. None of the activity in the account, which totaled approximately $718,000, has been reported. The Committee obtained copies of some of the bank records for the account. The Committee's analysis of these records identified receipts of: $181,000 in apparent contributions; $354,000 in loans from six individuals made payable to the Committee; and approximately $177,000 for which the source could not be identified, or for which there were no records. The disbursements from the account include: checks totaling $483,000 which Mr. Rizzo wrote to himself, apparently to pay his personal debts; $129,000 in checks paid to Benco Inc., Mr. Rizzo's company; and $25,000 in payments to Committee vendors which may be legitimate campaign expenses. The records further reveal other disbursement checks totaling $49,500 including: 13 checks totaling $37,250 which appear to be payments on Mr. Rizzo's personal loans; a $1,000 check to Maria Rizzo, Mr. Rizzo's spouse; and $10,000 paid to an individual named Mark Henry. It should be noted that Mr. Rizzo told the Committee that his accountant had disposed of the records for this account, and the Committee's contributor records list a Mark O. Henry of Andover who is a self-employed CPA. Finally, $22,000 in disbursements cannot be identified from the available records.

The Audit Division concludes that since the audit of the Committee is currently underway, it is preferable to resolve the questions concerning the account and Mr. Rizzo at this time. The Audit staff requests that this Office draft subpoenas to: Mr. Rizzo; Benco Consulting and Marketing, Inc., Mr. Rizzo's company 1/; eight banks that are payees on checks drawn on the account, which may have been payments for Mr. Rizzo's personal loans; Mark Henry, a self-employed CPA who received $10,000 from the account and may have discarded the records for the account; and six individuals who loaned at least $354,000 to the account. The memorandum delineates the information which should be requested in the subpoenas. Moreover, the memorandum notes that an additional individual, Steve Joncas, may eventually need to be contacted. It

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1/ The memorandum notes that Mr. Rizzo is also the President and Treasurer of Auto Specialties Sales Co. Inc., but does not recommend that we subpoena records from that entity.

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appears that expense reimbursements intended for Mr. Joncas may have been intercepted and cashed by Mr. Rizzo. The Audit staff would prefer to examine the Committee expense documentation before contacting Mr. Joncas. Finally, the memorandum notes that after documentary evidence and written testimony is received in response to the subpoenas, depositions of several individuals, including Mr. Rizzo, Mr. Henry, and the six individual lenders may be necessary. The Audit staff believes that the decision concerning depositions should be postponed until the subpoena responses have been reviewed.

This Office agrees that this matter requires additional investigation and immediate attention. It appears that Mr. Rizzo may have commingled personal and Committee funds with contributions in violation of 2 U.S.C. § 432(b); failed to properly report contributions in violation of 2 U.S.C. § 434(b); and failed to deposit receipts in the designated campaign depository in violation of 2 U.S.C. § 432(h). The transactions involving the Andover account appear to involve not only potential violations of the FECA and Commission regulations, but also possible criminal activity which may be within the purview of other federal and state agencies. By promptly initiating a thorough investigation of Mr. Rizzo's activities with regard to the Andover account, the Commission would be able to clarify the facts of this matter as fully as possible.

Therefore, this Office will prepare subpoenas for Commission approval to obtain the necessary information delineated in the memorandum. The subpoenas will in some cases contain an Order to Submit Written Answers to questions. We will consult with the Audit staff during our preparation of the subpoenas and provide the responses to the Audit staff for review and analysis in the audit context.

Because of the nature of this matter, we believe it should be promptly pursued in the enforcement context rather than solely through the audit process. We will depose witnesses and develop interrogatories as part of the enforcement investigation as needed. Therefore, we recommend that the Audit Division prepare a referral of this matter to the Office of General Counsel as soon as possible. The compliance action and the audit of the Committee will proceed simultaneously.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 19, 1993 **SENSITIVE**

MEMORANDUM

TO: The Commission

FROM: Lawrence M. Noble
General Counsel

Kim Bright-Coleman KBC
Associate General Counsel

Carmen R. Johnson
Assistant General Counsel

SUBJECT: Indictment of Nicholas A. Rizzo, Jr.

For your information, attached is a copy of an indictment filed against Nicholas A. Rizzo, Jr., a fundraising consultant to the Tsongas Committee on February 22, 1993. The grand jury issued the indictment against Mr. Rizzo, alleging numerous criminal violations including mail fraud, bank fraud, financial transactions with proceeds of illegal activity, making false statements to the Commission and knowingly and willfully violating the contribution limitations of the Act. This Office is considering the information and allegations contained in the indictment in making our recommendations to the Commission in MUR 3585.

Attachment

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FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
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MUR 3585

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CR 93-10056-T

UNITED STATES OF AMERICA	)	CRIMINAL NO. 93-10056T
	)	
	)	VIOLATIONS:
	)	
	)	18 U.S.C. §§1341 and 1346 (Mail Fraud)
v.	)	18 U.S.C. §1956 (Financial Transactions With Proceeds of Illegal Activity)
	)	18 U.S.C. §1344 (Bank Fraud)
	)	18 U.S.C. §1001 (False Statements to the Federal Election Commission)
NICHOLAS A. RIZZO, JR.	)	2 U.S.C. §§441a(a)(1)(A) and 437(g)(d) (Violating Federal Campaign Donation and Loan Limits)
	)	18 U.S.C. §2 (Aiding and Abetting)
	)	18 U.S.C. §982 (Criminal Forfeiture)

INDICTMENT

THE GRAND JURY CHARGES:

GENERAL ALLEGATIONS

1. At all times material to this Indictment, Nicholas A. Rizzo, Jr. (hereinafter "defendant Rizzo") was a resident of Andover, Massachusetts. Since September 13, 1977, defendant Rizzo has owned and operated Benco Consulting and Marketing, Inc. (hereinafter "Benco"), a business consulting firm located in Andover, Massachusetts.

2. In or about March 1991, Paul Tsongas formed an organization of individuals to assist him in seeking election as President of the United States in November 1992.

3. On March 7, 1991, the Tsongas Committee, Inc. (hereinafter "the Committee") was incorporated under the laws of the Commonwealth of Massachusetts. On March 18, 1991, the Committee registered with the Federal Election Commission (hereinafter "FEC") in Washington, D.C.

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4. The FEC is the agency of the United States responsible for enforcement of the campaign reporting requirements of the Federal Election Campaign Act (hereinafter "the Act") and for detection, investigation, and institution of enforcement action against those violating the Act.

5. During 1991 and early 1992, defendant Rizzo was the chief fundraiser for the Committee. Defendant Rizzo's responsibilities for the Committee included national fundraising, receiving and accounting for campaign contributions, assuring compliance with the Act, and acting as a liaison with the FEC. As such, defendant Rizzo had the responsibility to work honestly and without violating election laws or other laws in the course of his duties on behalf of the candidate, Paul Tsongas, and the Committee. Defendant Rizzo had an obligation to act honestly and lawfully in the course of raising and expending funds in furtherance of his role as chief fundraiser and finance manager for the Committee.

6. Defendant Rizzo had substantial experience as a fundraiser in federal elections, having acted as chief fundraiser and finance manager for Paul Tsongas's campaigns for the United States House of Representatives in 1974 and 1976 and the United States Senate in 1978, and as a fundraiser for the presidential campaigns of former President Jimmy Carter in 1980, Walter Mondale in 1984, and Congressman Richard Gephardt in 1988. Defendant Rizzo also served as Assistant Treasurer for the Democratic National Committee during the early 1980's.

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7. The Act, in particular, 2 U.S.C. §441a(a), and related federal regulations (11 CFR §100.7(a)(1)(iii) prohibit and render illegal the making of contributions or loans to any federal candidate that exceed $1,000 in connection with any election (primary or general).

8. A federal regulation under the Act (11 CFR §9033.2(b)(3)) allows presidential campaign committees to obtain campaign matching funds once the campaign has received $5,000 in contributions in each of 20 states. Once a campaign qualifies for matching funds, it is entitled to receive matching funds from the United States Treasury of up to $250 per campaign contribution. Therefore, for any contribution of $250 or less, the campaign is entitled to matching funds for the entire contribution. For contributions over $250, the campaign is entitled to matching funds of $250 per contribution.

9. The Act, in particular, 2 U.S.C. §432(c), requires a campaign committee's treasurer to keep records of all contributions and loans to the Committee. The Act, 2 U.S.C. §434a(3), also requires campaign committees to file periodic reports -- monthly during an election year in which more than $100,000 is projected, and monthly or quarterly, at the committee's option, during a non-election year -- containing a true and accurate accounting of campaign contributions and loans.

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COUNTS ONE TO EIGHT

(Mail Fraud - 18 U.S.C. §§1341 and 1346)

The Grand Jury further charges that:

1. The Grand Jury realleges and incorporates by reference the General Allegations section of this Indictment as if fully set forth in these counts of the Indictment.

THE SCHEME TO DEFRAUD

2. Beginning in or about March 1991 and continuing through in or about the date of this Indictment, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully devised, intended to devise, and executed a scheme and artifice to defraud by means of false and fraudulent pretenses, representations, and promises, well knowing at the time that the pretenses, representations, and promises were false and fraudulent when made:

a. and to obtain money and property from the Committee, numerous individuals who attempted to make campaign contributions to the Committee, and several individuals who attempted to make substantial loans to the Committee;

b. and to deprive the Committee and Paul Tsongas of defendant Rizzo's loyal, faithful, and honest services as the chief fundraiser and finance manager of the Committee.

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MEANS, METHODS, AND OBJECTIVES OF THE SCHEME

A. Theft of Campaign Contributions

3. It was part of the scheme that on March 8, 1991, defendant Rizzo, without the knowledge or authorization of other members of the Committee, opened a checking account at the Andover Bank (hereinafter "the undisclosed Andover Committee account") under the name, "The Tsongas Committee". Defendant Rizzo opened the account with his own social security number rather than the employer identification number of the Committee. Thereafter, at all times material to this Indictment, defendant Rizzo alone had signature authority on the account. On March 11, 1991, the Committee opened a checking account at Bay Bank Middlesex in Andover, Massachusetts. Defendant Rizzo did not have signature authority on this account, which was the Committee's regular operating account during 1991 and 1992.

4. It was further a part of this scheme that in 1991 and 1992, defendant Rizzo maintained and controlled a Post Office box in Andover, Massachusetts, where he received contributions to the Committee. During 1991 and January 1992, defendant Rizzo diverted approximately $181,000 in individual campaign contributions intended for the Tsongas campaign into the undisclosed Andover Committee account.

5. It was further a part of the scheme that defendant Rizzo actively concealed from the Committee the $181,000 in campaign contributions that he deposited in the undisclosed Andover Committee account. Because of defendant Rizzo's active

concealment, the Committee failed to include the $181,000 as campaign contributions in its reports disclosing Committee contribution receipts to the FEC. Further, as a result of the non-disclosure of the $181,000 in contributions, the Committee could not and did not receive substantial matching funds for those contributions that it was legally entitled to receive, and those who contributed did not receive the benefit of having their contributions matched by federal funds.

6. It was further a part of the scheme that between March 12, 1991 and the spring of 1992, defendant Rizzo spent approximately $155,000 of the $181,000 on his own personal expenses.

B. Solicitation of Illegal Loans

7. It was further a part of the scheme that on or about March 11, 1991, defendant Rizzo solicited and received a $100,000 loan from Lawrence Ansin to the Committee. Defendant Rizzo told Lawrence Ansin that the loan was for campaign expenses, was legal, and would be repaid. Defendant Rizzo deposited the $100,000 in loan proceeds into the undisclosed Andover Committee account and spent the $100,000 on his own personal expenses. The loan has not been repaid.

8. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo solicited and received three loans from Elkin McCallum: a $100,000 loan on or about August 13, 1991; a $50,000 loan on or about October 21, 1991; and a $100,000 loan on or about February 11, 1992. In soliciting each of the loans,

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defendant Rizzo falsely represented to Elkin McCallum that the loan proceeds would go to benefit the Committee, that the loans were legal, and that the loans would be repaid in a short period of time. Defendant Rizzo deposited the two 1991 loans, totalling $150,000, in the undisclosed Andover Committee account, and deposited the $100,000 1992 loan directly into his personal account at Bay Bank Middlesex. Defendant Rizzo spent the $250,000 in loan proceeds on his own personal expenses. None of the loans have been repaid.

9. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo solicited and received six loans from Anastasios Kalogianis: a $10,000 loan on or about September 10, 1991; a $15,000 loan on or about September 25, 1991; a $24,000 loan on or about October 2, 1991; a $35,000 loan on or about December 5, 1991; a $65,000 loan on or about December 6, 1991; and a $100,000 loan on or about January 27, 1992. In soliciting each of the loans, defendant Rizzo falsely represented to Anastasios Kalogianis that the loan proceeds would go to benefit the Committee, that the loans would be quickly repaid, and that the loans were legal. Defendant Rizzo deposited the proceeds of the five 1991 loans, totalling $149,000, in the undisclosed Andover Committee account, and deposited the proceeds of the $100,000 1992 loan into his personal account at Bay Bank Middlesex. Defendant Rizzo spent the $249,000 in loan proceeds on his own personal expenses. None of the loans have been repaid.

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10. It was further a part of the scheme that on or about September 27, 1991, defendant Rizzo solicited and received a $10,000 loan from Peter Caloyeras. In soliciting the loan, defendant Rizzo falsely represented to Peter Caloyeras that the loan proceeds would go to the Committee, that the loan was legal, and that the loan would be repaid in February 1992. Defendant Rizzo deposited the proceeds of the $10,000 loan in the undisclosed Andover Committee account and spent the $10,000 in loan proceeds on his own personal expenses. The loan has not been repaid.

11. It was further a part of the scheme that during 1991, defendant Rizzo solicited and received two loans from Roger Trudeau: a $60,000 loan on or about August 8, 1991, and a $20,000 loan on or about September 10, 1991. In soliciting the loans, defendant Rizzo falsely represented to Roger Trudeau that the loan proceeds would go to the Committee, that the loans were legal, and that the loans would be repaid in a short period of time. Defendant Rizzo deposited the $80,000 in loan proceeds in a Benco account he controlled at Andover Bank. Defendant Rizzo repaid $15,000 of the loans and spent the remaining $65,000 on his own personal expenses. A balance of $65,000 remains unpaid.

12. It was further a part of the scheme that on or about October 22, 1991, defendant Rizzo solicited and received a $25,000 loan from Thomas Kelley. In soliciting the loan, defendant Rizzo falsely represented to Thomas Kelley that the proceeds of the $25,000 loan would go to benefit the Committee,

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that the loan was legal, and that the loan would be repaid in 45 to 60 days. Defendant Rizzo deposited the $25,000 in the undisclosed Andover Committee account and spent the $25,000 in loan proceeds on his own personal expenses. The loan has not been repaid.

13. It was further a part of the scheme that on or about October 16, 1991, defendant Rizzo solicited and received a $20,000 loan from Michael Spinelli. In soliciting the loan, defendant Rizzo falsely represented to Michael Spinelli that the proceeds of the loan would go to benefit the Committee and that the loan was legal. Defendant Rizzo deposited the proceeds of the loan in the undisclosed Andover Committee account and spent the $20,000 in loan proceeds on his own personal expenses. This loan was later repaid.

14. It was further a part of the scheme that on or about December 4, 1991, defendant Rizzo solicited and received a $60,000 loan from William Berg. In soliciting the loan, defendant Rizzo falsely represented to William Berg that the proceeds of the loan would go to benefit the Committee, that the loan was legal, and that the loan would be repaid quickly. Defendant Rizzo deposited the $60,000 in the undisclosed Andover Committee account. Defendant Rizzo repaid $30,000 of the loan and spent the balance on his own personal expenses. A balance of $30,000 remains unpaid.

15. In total, defendant Rizzo fraudulently obtained loans in the amount of $794,000 which he falsely represented to the

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individual lenders would be to the benefit of the Committee. Defendant Rizzo has repaid $65,000 of the loans. The total amount of the fraudulently obtained loans that remains unpaid by defendant Rizzo is $729,000.

C. False Billing, Double Billing, and Billing for Personal Expenditures

16. It was further a part of the scheme that defendant Rizzo fraudulently obtained money from the Committee during 1991 and 1992 by misrepresenting to the Committee that he had incurred campaign expenses that, in fact, he had not incurred. For example, on or about January 2, 1992, defendant Rizzo caused Carla Degnan, his daughter, who was a Benco employee and a Committee member who had signatory authority on the Committee's regular Bay Bank account, to write a check to him on that account in the amount of $42,000, when defendant Rizzo knew full well that he had not incurred expenses on behalf of the Committee to warrant such "reimbursement".

17. It was further a part of the scheme that defendant Rizzo billed the Committee for personal expenses including, among other things, expenses defendant Rizzo incurred at a women's clothing store and an adult entertainment center, which were not legally reimbursable by the campaign and did not relate to defendant Rizzo's obligation to assist the Committee.

18. It was further a part of the scheme that on numerous occasions defendant Rizzo "double billed" the Committee for campaign expenses that the Committee already had paid. For example, early in 1992 defendant Rizzo sought over $13,000 from

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the Committee in "reimbursement" for purportedly paying the Lafayette Hotel for goods and services in connection with a fundraising event at the hotel in or about March 1991, even though the bill had been paid by the Committee months earlier in 1991. In addition, on several occasions, defendant Rizzo caused the Committee to issue travel advance checks in the name of Steven Joncas with whom defendant Rizzo often travelled on campaign business. Defendant Rizzo took possession of the checks, forged Steven Joncas's name, and cashed them, keeping the proceeds for himself. Defendant Rizzo later sought reimbursement to himself in his own name from the Committee for the same travel expenses covered by the travel advance checks previously written in Steven Joncas's name and cashed by defendant Rizzo.

19. During 1991 and 1992, by double billing, submitting false bills, and billing the Committee for nonreimbursable personal expenditures, defendant Rizzo fraudulently obtained, or attempted to obtain, in excess of $77,000 from the Committee to which he was not entitled.

D. Expenditure Of Unlawfully Obtained Money

20. By diverting campaign contributions to the undisclosed Andover Committee account, soliciting loans through false and fraudulent representations, and submitting double, false, and otherwise improper bills, defendant Rizzo obtained $1,052,000, more or less, from the Committee, contributors to the Tsongas campaign, and the individual loaners named in paragraphs 7 to 14 of this Count, to which he was not legally entitled.

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21. During 1991 and 1992, defendant Rizzo expended the money he fraudulently obtained and diverted for his own personal benefit in several ways, including the following:

a. he repaid personal loans to financial institutions and individuals, including those individuals referred to in Counts Ten to Sixteen of this Indictment;

b. he paid gambling debts to "bookies" in Massachusetts and to casinos in Las Vegas, Nevada; Atlantic City, New Jersey; Foxwood, Connecticut; and San Juan, Puerto Rico;

c. he made campaign contributions, including his own $1,000 contribution to the Tsongas Committee;

d. he made substantial cash payments to his business, Benco, greatly in excess of any legitimate reimbursements for work performed on behalf of the Tsongas Committee; and

e. he paid personal living and entertainment expenses.

E. The Concealment and Cover-Up

22. In order to promote full disclosure of campaign financing and expenditures, Congress enacted reporting requirements in the Act concerning campaign fundraising, and established legal standards for appropriate handling of funds raised in a campaign. At all times relevant to this Indictment, defendant Rizzo violated the requirements of Titles 2 and 26 of

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the United States Code concerning campaign finance that he was legally required to abide by, and that the Committee and its contributors had a right to expect defendant Rizzo to obey as the chief fundraiser and as a finance manager of the Committee.

23. As part of his effort to conceal his activity, defendant Rizzo failed or caused others to fail to forward contributions (2 U.S.C. §432(b) and 11 CFR §102.8) and to properly account for contributions to the Committee (2 U.S.C.S §432(c) and 11 CFR §102.9). Defendant Rizzo also commingled campaign and personal funds (2 U.S.C. 432(a)(3) and 11 CFR §102.15), failed to properly deposit contributions (2 U.S.C. 432(h)(1) and 11 CFR §103.3), and caused false reports to be made to the FEC (2 U.S.C. §434(b) and 11 CFR §§104.3-104.11, and 26 U.S.C. §9042(c)).

24. As part of defendant Rizzo's efforts to conceal and cover up his fraud, he created and caused to be created false documents, and made false statements, including (a) written entries in the books and records of Benco that misrepresented the source of certain funds; (b) false and misleading note documents to those making loans to the Committee; (c) false personal and corporate federal income tax returns; (d) false statements made under oath to the FEC; and (e) numerous false statements to attorneys and those associated with the Committee's own investigation in an effort to explain his actions. In addition, defendant Rizzo wrote checks and sent them to individuals from whom he had solicited illegal loans, knowing when he wrote and

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sent the checks that there were insufficient funds to cover those checks.

THE MAILINGS

25. For the purpose of executing the aforesaid scheme and artifice to defraud others of their right to honest services and for obtaining money by false and fraudulent pretenses, representations, and promises, and attempting to do so, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly, willfully, and unlawfully placed and caused to be placed in a Post Office or authorized depository for mail matter to be sent and delivered by the United States Postal Service and knowingly, willfully, and unlawfully caused to be delivered by mail according to directions thereon, the following items on the following dates:

Count	Date of Mailing	Description
1	4/20/91	Bank statement for undisclosed Andover Committee account
2	2/22/92	Bank statement for defendant Rizzo's Bay Bank Middlesex personal account
3	9/30/91	Bank statement for Benco account at Andover Bank
4	9/27/91	Loan check from Peter Caloyeras

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5	2/5/92	Committee report to FEC
6	3/14/91	Campaign contribution check from Mary Wasserman
7	April 1992	Defendant Rizzo request for reimbursement to the Committee
8	3/11/91	Campaign contribution check from Patricia Campbell

All in violation of Title 18, United States Code, Sections 1341 and 1346.

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COUNT NINE

(Financial Transactions with Proceeds of Illegal Activity - 18 U.S.C. §§1956(a)(1)(A)(i) and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.

2. From in or about March 1991 until in or about April 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did conduct and cause to be conducted financial transactions involving the proceeds of mail fraud in violation of 18 U.S.C. §§1341 and 1346, that is, causing checks from various individuals and entities referred to in Counts One to Eight of this Indictment to be deposited in bank accounts controlled by defendant Rizzo and the proceeds retained by defendant Rizzo, knowing that the checks involved in such financial transactions represented the proceeds of unlawful activity and with the intent to promote the carrying on of such unlawful activity.

All in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i) and 2.

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COUNTS TEN TO SIXTEEN

(Bank Fraud - 18 U.S.C. §1344)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.

2. From in or about at least February 1988 until at least August 1991, defendant

NICHOLAS A. RIZZO, JR.

falsely represented to financial institutions that he was to receive substantial proceeds from real estate ventures, and falsely represented his income.

3. On or about each of the dates set forth below, in connection with loans made by the financial institutions named below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did knowingly execute and induce the execution of a scheme and artifice to defraud and to obtain the money listed below owned by and under the custody and control of the federally insured financial institutions listed below, by means of false and fraudulent pretenses, representations, and promises; to wit, false and fraudulent representations concerning defendant Rizzo's assets and income:

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Count	Time Period Loans Made	Lender	Total Amount of Loans
10	November 1989 to July 1991	Enterprise Bank and Trust Co.	$ 50,000
11	February 1988 to March 1990	Lawrence Savings Bank	$340,000
12	May 1989 to February 1991	Andover Bank	$912,824
13	November 1988 to December 1990	Bay Bank Middlesex	$155,000
14	November 1989 to August 1991	Medford Savings Bank	$530,000
15	August 1990	New Heritage Bank	$164,000
16	April 1986 to December 1989	Fleet Bank	$719,200
		TOTAL	$2,871,024

All in violation of Title 18, United States Code, Sections 1344 and 2.

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COUNTS SEVENTEEN TO THIRTY-TWO

(Violating Campaign Donation and Loan Limits - 2 U.S.C. §§441(a)(1)(A) and 437(g)(d))

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section and in Counts One to Eight of this Indictment are realleged and incorporated herein.

2. On or about the dates listed below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully caused loans to be made to the benefit of the Committee in amounts exceeding $1,000, as listed below:

Count	Agreement Date	Amount of Loan	Source of Loan
17	3/11/91	$100,000	Lawrence Ansin
18	8/8/91	$ 60,000	Roger Trudeau
19	8/13/91	$100,000	Elkin McCallum
20	9/10/91	$ 10,000	Anastasios Kalogianis
21	9/10/91	$ 20,000	Roger Trudeau
22	9/25/91	$ 15,000	Anastasios Kalogianis
23	9/27/91	$ 10,000	Peter Caloyeras
24	10/2/91	$ 24,000	Anastasios Kalogianis
25	10/16/91	$ 20,000	Michael Spinelli
26	10/21/91	$ 50,000	Elkin McCallum
27	10/22/91	$ 25,000	Thomas Kelley

28	12/4/91	$ 60,000	William Berg
29	12/5/91	$ 35,000	Anastasios Kalogianis
30	12/6/91	$ 65,000	Anastasios Kalogianis
31	1/27/92	$100,000	Anastasios Kalogianis
32	2/11/92	$100,000	Elkin McCallum
TOTAL		$794,000	

All in violation of Title 2, United States Code, Sections 441(a)(1)(A) and 437(g)(d), and 11 CFR §100.7(a)(1).

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COUNTS THIRTY-THREE TO FORTY-TWO

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section and in Counts One to Eight of this Indictment are realleged and incorporated herein.

2. On or about the dates listed below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully caused the Treasurer for the Committee to make false and fictitious statements and representations to the FEC concerning matters within the jurisdiction of the FEC; to wit, filing reports that did not accurately reflect certain conduct that was reportable under Title 2, United States Code, including (a) that illegal loans were made and caused to be made to the Committee; (b) that contributions had been made to the Committee in excess of the legally allowable limit; and (c) that improper expenditures had been made with campaign funds:

Count	Date of Report	Period Covered
33	2/12/92	7/1/91 - 9/30/91
34	2/5/92	10/1/91 - 12/31/91
35	2/24/92	1/1/92 - 1/31/92
36	3/23/92	2/1/92 - 2/29/92
37	4/23/92	3/1/92 - 3/31/92
38	5/26/92	4/1/92 - 4/30/92
39	6/23/92	5/1/92 - 5/31/92

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40	7/24/92	6/1/92 - 6/30/92
41	8/24/92	7/1/92 - 7/31/92
42	9/21/92	8/1/92 - 8/31/92

All in violation of Title 18, United States Code, Sections 1001 and 2(b).

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COUNT FORTY-THREE

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.

2. Pursuant to its statutory authority, the FEC issued subpoenas to various persons and entities in connection with an audit of the Committee and required answers to certain questions pertaining to the audit during 1992.

3. On or about November 18, 1992, defendant Rizzo, through his attorney, submitted written answers to certain questions from the FEC which he signed under the pains and penalties of perjury.

4. On or about November 18, 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did willfully and knowingly make and use and cause to be made and used a false writing and document knowing it to contain a false, fictitious and fraudulent statement and entry as to material facts in a matter within the jurisdiction of the FEC, a department and agency of the United States, in that in his "Written Answers", made pursuant to the request of the FEC, defendant Rizzo was asked the questions and responded falsely, as indicated below:

QUESTION:

> "List names and addresses of persons making loans, the proceeds of which were deposited into Account Number . identify the date and amount of each

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loan; and explain the circumstances surrounding the solicitation of each loan.

ANSWER:

Lawrence Ansin, Weston, Massachusetts, $100,000
Elkin McCallum, Tyngsboro, Massachusetts, $250,000
Michael Spinelli, Lowell, Massachusetts, $20,000
Tom Kelley, Portsmouth, New Hampshire, $25,000
Arthur Kalogianis, Salem, New Hampshire, $249,000

I solicited the loans and issued, in some cases, promissory note(s) signed by me for repayment. The loans were to be used by me and repaid by me."

* * *

QUESTION:

"List names and addresses of persons making any other loans to you, Maria Rizzo, or The Tsongas Committee, solicited on behalf of The Tsongas Committee; identify the date and amount of each loan; explain the circumstances surrounding the solicitation of each loan; and identify how the proceeds of these loans were used.

ANSWER:

None."

4. Defendant Rizzo then and there well knew and believed that said answers were false since in truth and in fact defendant Rizzo failed to disclose in his answers to the FEC that he had (a) solicited and obtained a loan on behalf of the Committee from Peter Caloyeras in the amount of $10,000 which he deposited in Account Number (b) solicited and obtained loans on behalf of the Committee from Roger Trudeau totalling $80,000 which were deposited to Account Number in the name, Benco Consulting and Marketing, Inc.; and (c) solicited and obtained a loan payable to the Committee from William Berg in the

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amount of $60,000 which was deposited in Account Number [redacted]

All in violation of Title 18 United States Code, Sections 1001 and 2.

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COUNT FORTY-FOUR

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.

2. On or about November 18, 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did willfully and knowingly make and use and cause to be made and used a false writing and document knowing it to contain a false, fictitious, and fraudulent statement and entry as to material facts in a matter within the jurisdiction of the FEC, a department and agency of the United States, in that in his "Written Answers", made pursuant to the request of the FEC, defendant Rizzo was asked the following question and responded falsely, as indicated below:

QUESTION:

> "Describe any contact you may have had with Steve Joncas of Lowell, Massachusetts, during your work with the Tsongas Committee. Explain any financial transactions you entered with Mr. Joncas.

ANSWER:

> I had frequent contact with Steve Joncas. Mr. Joncas frequently accompanied me on a variety of volunteer assignments. Advance expense funds were issued to Mr. Joncas by The Committee with the full knowledge that I was to use the funds and I was responsible for the accounting of all expenditures of those funds."

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3. Defendant Rizzo then and there well knew and believed that said answer was false since no responsible individuals associated with or representing the Committee in any way had knowledge that defendant Rizzo was to use or obtain any funds from the Committee relating to Steven Joncas.

All in violation of Title 18, United States Code, Section 1001 and 2(b).

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COUNT FORTY-FIVE

(Criminal Forfeiture - 18 U.S.C. §982(a)(1))

The Grand Jury further charges that:

1. The charges and allegations set forth in the General Allegations section and Counts One through Nine of the Indictment are realleged and incorporated herein.

2. Approximately $1,052,000 was involved in defendant Rizzo's violation of Title 18, United States Code, Section 1956, as alleged in Count Nine.

3. Upon conviction of the violation alleged in Count Nine of this Indictment, defendant

NICHOLAS A. RIZZO, JR.

shall forfeit to the United States any and all property constituting and derived from proceeds defendant Rizzo obtained, directly or indirectly, as the result of such violations, including, but not limited to, the aforementioned $1,052,000.

4. If, as a result of any action or omission of defendant Rizzo, any of the property described in paragraph 3 above:

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, or deposited with, a third person;

(3) has been placed beyond the jurisdiction of the court;

(4) has been substantially reduced in value; or

(5) has been commingled with other property which cannot be divided without difficulty;

then it is the intent of the United States, pursuant to Title 18,

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United States Code, Section 982(1)(B), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property, that is, $1,052,000. Such other property includes, but is not limited to:

a. the land, with all buildings, appurtenances and improvements thereon, located at 30 Hemlock Road, Andover, Massachusetts, as described in a deed to Nicholas and Maria Rizzo, recorded with the Essex County Registry of Deeds at Book 1192, Page 623;

b. an office condominium located at One Elm Square, Andover, Massachusetts, as described in a deed to Maria A. Rizzo, trustee, Aede Family Trust, recorded with the Essex County Registry of Deeds, at Book 1721, Page 342.

All in violation of Title 18, United States Code, Sections 982(a)(1) and (b).

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COUNT FORTY-SIX

(Criminal Forfeiture - 18 U.S.C. §982(a)(2))

The Grand Jury further charges that:

1. The charges and allegations set forth in the General Allegations section and Counts Ten through Sixteen of this Indictment are realleged and incorporated herein.

2. From his engagement in the unlawful activities alleged in Counts Ten through Sixteen, in violation of 18 U.S.C. §1344, defendant

NICHOLAS A. RIZZO, JR.

obtained and derived, directly and indirectly, approximately $2,871,024 in proceeds.

3. Upon conviction of the violations alleged in Counts Ten through Sixteen of this Indictment, defendant Rizzo shall forfeit to the United States any and all property constituting and derived from proceeds defendant Rizzo obtained, directly or indirectly, as the result of such violations, including, but not limited to, the aforementioned $2,871,024.

4. If, as a result of any action or omission of defendant Rizzo, any of the property described in paragraph 3 above:

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, or deposited with, a third person;

(3) has been placed beyond the jurisdiction of the court;

(4) has been substantially reduced in value; or

(5) has been commingled with other property which cannot be divided without difficulty;

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then it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(1)(B), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property, that is, $2,871,024. Such other property includes, but is not limited to:

a. the land, with all buildings, appurtenances and improvements thereon, located at 30 Hemlock Road, Andover, Massachusetts, as described in a deed to Nicholas and Maria Rizzo, recorded with the Essex County Registry of Deeds at Book 1192, Page 623;

b. an office condominium located at One Elm Square, Andover, Massachusetts, as described in a deed to Maria A. Rizzo, trustee, Aede Family Trust, recorded with the Essex County Registry of Deeds, at Book 1721, Page 342.

All in violation of Title 18, United States Code, Sections 982(a)(2) and (b).

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A TRUE BILL

ann b. Ligumz
FOREPERSON OF THE GRAND JURY

Brian T. O'Connor
ASSISTANT U.S. ATTORNEY

DISTRICT OF MASSACHUSETTS: February 19, 1993 @2:55pm

Returned into the District Court by Grand Jurors and filed.

Maryann V Young
DEPUTY CLERK

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FEDERAL ELECTION COMMISSION
999 E Street, N.W.
Washington, D.C. 20463

FIRST GENERAL COUNSEL'S REPORT

SENSITIVE

MUR #3585

STAFF MEMBERS: Delanie DeWitt Painter
Mary Tabor

SOURCE: INTERNALLY GENERATED

RESPONDENTS:
Nicholas A. Rizzo, Jr.
Thomas D. Kelley, Jr.
Michael Spinelli
Peter B. Caloyeras
Elkin McCallum
Lawrence Ansin
Anastasios Kalogianis
Roger Trudeau
William Berg

RELEVANT STATUTES:
2 U.S.C. § 431(8)(A)(i)
2 U.S.C. § 432(a)
2 U.S.C. §§ 432(b)(1) and (3)
2 U.S.C. § 432(h)
2 U.S.C. § 437d(a)(9)
2 U.S.C. § 441a(a)(1)(A)
2 U.S.C. § 441a(f)
2 U.S.C. § 441b
2 U.S.C. § 441f
11 C.F.R. § 100.7(a)(1)(i)
11 C.F.R. § 102.7(c)
11 C.F.R. § 102.8(a)
11 C.F.R. § 102.15
11 C.F.R. § 103.3(b)(3) and (4)
11 C.F.R. § 110.1(b)(1)
11 C.F.R. § 110.9(a)
11 C.F.R. §§ 114.2(b) and (c)
11 C.F.R. § 114.9(a)(1)
11 C.F.R. § 116.5(b)

INTERNAL REPORTS CHECKED: Audit Documents

FEDERAL AGENCIES CHECKED: Department of Justice
Internal Revenue Service
Federal Bureau of Investigation

I. GENERATION OF MATTER

On August 19, 1992, the Office of General Counsel received a referral from the Audit Division involving transactions

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conducted through an undisclosed bank account opened in the name of The Tsongas Committee ("the Committee"), the 1992 presidential campaign of Senator Paul E. Tsongas. Respondents in this case include Nicholas A. Rizzo Jr., a fundraising consultant to the Committee and eight individuals who made loans intended to benefit the campaign: Thomas D. Kelley Jr., Michael Spinelli, Peter B. Caloyeras, Elkin McCallum, Lawrence Ansin and Anastasios Kalogianis, Roger Trudeau, and William Berg ("Respondents").1/

Prior to fieldwork on the Committee's audit, conducted pursuant to 26 U.S.C. § 9038(a), the Committee's counsel disclosed to Commission staff that campaign staff had discovered an unauthorized bank account maintained by Mr. Rizzo in the Committee's name at the Andover Bank in Andover, Massachusetts. In order to determine what impact the financial activity in the Andover Bank account had on the Committee's compliance with the Federal Election Campaign Act of 1971, as amended ("the Act"), and the Presidential Matching Payment Account Act, the Audit staff requested that this Office prepare subpoenas pursuant to 11 C.F.R. § 9038.1(b)(1)(v) and 2 U.S.C. § 437d(a)(3). On September 8, 1992, the Commission issued subpoenas to Mr. Rizzo,

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1/ The information in this report is based on a number of sources, including: the referral document from the Audit Division; notes and workpapers prepared by Audit staff; meetings among The Tsongas Committee representatives, Audit staff, and staff of this Office, including the audit exit conference; documentation provided by the Committee; and responses to the Commission's subpoenas. Notably, Respondents Trudeau and Berg came to our attention in a grand jury indictment filed against Mr. Rizzo. United States v. Rizzo, No. 93-10056-T (D. Mass. filed Feb. 22, 1993). Attachment 13.

two of his companies, eight banks, the six individual lenders, an accountant who was paid $10,000 from the Andover Bank account, and the Committee's printer.2/

In discussions with Audit Division and Office of General Counsel staff on June 17, 1992, and July 10, 1992, the Committee's counsel estimated that more than $700,000 in unreported financial activity occurred in the account Mr. Rizzo maintained at the Andover Bank. The Audit Division's subsequent review of available account records concludes that net deposits into the account totaled $719,309.3/ Mr. Rizzo opened the account in early March, 1991.4/ However, the Committee asserts it did not become aware of the account until early 1992 when a contributor notified the Committee that his contribution had not been acknowledged.5/

By all accounts, Mr. Rizzo played a principal role in the Tsongas campaign. According to the Committee, campaign business

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2/ On February 11, 1993, the Commission approved the issuance of additional subpoenas to ten of these entities and individuals and to one additional financial institution.

3/ Gross deposits totaled $719,414; however, the auditors deducted $105 in checks returned for insufficient funds.

4/ On March 7, 1991, S. George Kokinos, the Committee's treasurer, signed the statement of organization and on March 8, 1991, the first deposit into the Andover account occurred.

5/ In his response to a Commission subpoena, Elkin McCallum recalled a telephone call from Paul Tsongas, during which the candidate stated that "the campaign had hired an investigator in February 1992 in response to reports received from a number of individuals that they had not received any acknowledgment of their contributions to the Tsongas campaign -- contributions for which The Tsongas Committee had no record." Attachment 8, Page 6.

was handled from Mr. Rizzo's office in Andover until late 1991.6/ Committee representatives told the Audit staff that Mr. Rizzo had authority to approve payment vouchers and write checks on the Committee's accounts. According to the Committee, he was authorized to function as the Committee's chief fundraiser, and was paid a consulting fee. It appears that he was publicly known as the Committee's Finance Chairman during this period. See Attachment 10.

Therefore, it is apparent that Mr. Rizzo functioned as an agent of the Committee. Under settled principles of agency law, the Committee is charged with the knowledge of its agents and may be liable for having knowingly accepted prohibited contributions. Indeed, during the exit conference, the Audit Division notified the Committee that it considered the Andover Bank account to be a Committee account. However, we do not address any potential violations by the Committee in this report. Following the audit process, this Office will assess the Committee's liability for Mr. Rizzo's actions.

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6/ According to the Audit staff, Mr. Rizzo's daughter, Carla Maria Degnan, had signature authority on the Committee's account during most of 1991. In addition, loan documents received from Bay Bank in response to the Commission's subpoena show that Ms. Degnan was listed as Assistant Treasurer of the Committee in June 1991.

Based on the Audit Division's review of available records from the Andover Bank account, the $719,309 in deposits can be traced to the following sources:

SOURCE OF RECEIPTS		AMOUNT
Contributions from Individuals to Committee		$189,737
Loan from Thomas D. Kelley, Jr.	$25,000	
Loan from Michael Spinelli	$20,000	
Loan from Peter B. Caloyeras	$10,000	
Loan from Lawrence Ansin	$100,000	
Loan from Elkin McCallum	$150,000	
Loan from Anastasios Kalogianis	$149,000	
Loan from William Berg	$60,000	
Total Loan Checks from Individuals Payable to Committee		$514,000
No source identified		$15,572

The Audit Division identified $189,737 in contributions from individuals. Another $514,000 represented loan checks made payable to the Committee from seven individuals.7/ It appears that only $162,923 of the total identified receipts represented permissible contributions.8/ No source has yet been identified for the remainder of the Andover account receipts, which total $15,572.

7/ Included in this $514,000 is a $60,000 deposit made on December 4, 1991. This Office learned of the source of this $60,000 deposit from the grand jury indictment, which alleges that this amount represents proceeds from a loan Mr. Rizzo solicited and received from William Berg, ostensibly to benefit the Committee. Attachment 13, Page 9.

8/ According to the Audit Division, $29,314 of the $189,737 in contributions were in excess of the individuals' limitations. In addition, only $2,500 of the loan total could have been legally accepted by the Committee.

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In addition to the Andover Bank account, Mr. Rizzo solicited two loans totaling $200,000 on behalf of the Committee, but requested that the lenders make the checks payable to him, according to responses to Commission subpoenas from these lenders. Attachments 8, 9. According to the grand jury indictment, Mr. Rizzo deposited these two loans into his personal account at Bay Bank. Attachment 13, Page 7. Moreover, the grand jury indictment reveals that Mr. Rizzo solicited two loans from Roger Trudeau totaling $80,000, and deposited the proceeds into an account in the name of Benco Consulting and Marketing, Inc. ("Benco"), a Massachusetts corporation for which he serves as president and treasurer, at the Andover Bank. Attachment 13, Page 8. It appears that Mr. Rizzo has repaid $65,000 of the loan total as of this date.

The Audit Division's review of disbursements from the Andover Bank account identified the following recipients of the $718,259 total:

RECIPIENTS OF DISBURSEMENTS	AMOUNT
Mr. Rizzo	$483,600
Benco	$137,615
Eight banks	$39,195
Mark O. Henry	$10,000
Maria Rizzo	$1,000
Campaign vendors	$25,046
Payees who may be campaign-related	$11,994
Payee unknown	$10,809

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Mr. Rizzo wrote checks payable to himself in the amount of $483,600 from the account. In addition, Mr. Rizzo paid $137,615 from the account to Benco. The Committee stated that the $39,195 disbursed by Mr. Rizzo to eight banks related to Mr. Rizzo's personal debts.9/ Moreover, Mark O. Henry of North Andover, Massachusetts, received two payments totaling $10,000 from the Andover account. In his response to a Commission subpoena, Mr. Henry states that the $10,000 was repayment for personal loans made to Nicholas and Maria Rizzo. Mr. Rizzo's wife, Maria, also received a $1,000 payment from the Andover account. In addition, Mr. Rizzo paid $25,046 in expenses to campaign vendors from the Andover bank account, including $19,663 to the Committee's printer, $3,243 to travel agencies, $1,472 to a hotel, and $688 to a campaign employee. It is not clear whether the remaining $11,994 in disbursements to identified payees were campaign-related. A remaining disbursement in the amount of $10,809 is documented only by an entry on the bank statement, and the payee on the check is unknown.

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9/ Responses to Commission subpoenas received from the following five banks indicated that they had made personal or business loans to Mr. Rizzo: Andover Bank, Bay Bank, Enterprise Bank & Trust Co., Lawrence Savings Bank, and Medford Savings Bank. Subsequent to responding to the Commission's subpoena, Shawmut Bank informed us that the account number indicated on a $2,538.15 payment from the Andover Bank account to Shawmut Bank related to a credit card account held in Mr. Rizzo's name, but since transferred to Norwest Card Services. Two other banks, Fleet Services (formerly Bank of New England) and First Essex Savings Bank did not locate any records of loans to Mr. Rizzo.

This Office requested that the Audit Division refer this matter prior to completion of the audit process to ensure that apparent violations could be reported to other agencies. Since the time of the initial referral, the Commission learned that the Federal Bureau of Investigation, the Internal Revenue Service and the Department of Justice were conducting a criminal investigation into the alleged mishandling of funds by Mr. Rizzo. See Attachment 12. The Commission authorized the Office of General Counsel and the Audit Division to produce the documents requested by a grand jury subpoena dated December 7, 1992. Id. On February 22, 1993, the grand jury issued its indictment of Mr. Rizzo on violations including mail fraud, financial transactions with proceeds of illegal activity, bank fraud, false statements to the Commission and a knowing and willful violation of 2 U.S.C. § 441a(a)(1)(A). Attachment 13. Information transmitted in the referral, subsequent subpoena responses, and the grand jury indictment provides sufficient factual bases for initiating an enforcement action. This Office recommends that the Commission investigate the apparent violations by the lenders, but hold further investigation of Mr. Rizzo in abeyance pending resolution of the criminal case against him.10/ See MUR 2984 (On April 1, 1992, the Commission decided to postpone entering into conciliation with several

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10/ This report does not recommend taking enforcement action against the Committee, Committee Treasurer S. George Kokinos or contributors other than the eight individual lenders at this time. We believe any potential violations by those entities should be pursued at a later point following completion of the audit process.

respondents pending Department of Justice consideration of a Commission referral.).

II. FACTUAL AND LEGAL ANALYSIS

A. Accounting for Contributions, Commingling Funds, and Unauthorized Expenditures

Every person who receives a contribution for an authorized political committee must forward that contribution to the committee treasurer within 10 days of receipt. 2 U.S.C. § 432(b)(1). For contributions of more than $50, the recipient must also forward the name and address of the contributor and the date of receipt. 2 U.S.C. § 432(b)(1). For contributions in excess of $200, the contributor's occupation and employer should also be supplied to the treasurer. 11 C.F.R. § 102.8(a). All receipts received by a committee must be deposited into a designated depository. 2 U.S.C. § 432(h)(1). In addition, no funds of a political committee may be commingled with the personal funds of any individual. 2 U.S.C. § 432(b)(3); 11 C.F.R. § 102.15. See, e.g., MUR 2189 (finding probable cause to believe former treasurer of the Hartnett for Congress Committee knowingly and willfully embezzled committee funds in violation of 2 U.S.C. § 432(b)(3)); MUR 708 (finding probable cause to believe that staff person for The Wallace Campaign, Inc. commingled funds of the presidential committee with personal funds).

The Act also limits how disbursements may be made on behalf of a political committee. No expenditure shall be made for or on behalf of a political committee without the authorization of

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the treasurer or his or her designated agent. 2 U.S.C. § 432(a). Moreover, no disbursements, other than petty cash disbursements, may be made by a committee except by check drawn on a designated account. 2 U.S.C. § 432(h)(1).

It appears that Mr. Rizzo failed to forward at least $983,737 in contributions intended for the Committee.11/ Instead, he deposited $703,737 of these funds into an unauthorized account at the Andover Bank, deposited $200,000 in loans made payable to him into his personal account at Bay Bank, and deposited $80,000 into a Benco account at the Andover Bank without performing any of the requisite recordkeeping regarding the contributors. Moreover, Mr. Rizzo apparently concealed these contributions from the Committee for the purpose of converting a substantial portion of these funds to his personal use. It appears that Mr. Rizzo used the Andover account as his own personal bank account to pay for personal expenditures, and at the same time, used his other bank accounts to pay for some Committee expenditures. For example, the $10,000 in payments to Mr. Henry apparently related to a personal debt owed by Mr. and Mrs. Rizzo. Attachment 2.

Mr. Rizzo wrote checks from the Andover Bank account payable to himself totaling $483,600; to Benco, his company,

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11/ There is a possibility that an additional $1,000 contribution solicited from Mr. Caloyeras by Mr. Rizzo could be included in the amount Mr. Rizzo failed to forward to the Committee. In his response to a Commission subpoena, Mr. Caloyeras states that he made a $1,000 contribution to the Committee on June 28, 1992. See Attachment 6, Page 3. Committee records, however, do not indicate the receipt of such a contribution.

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totaling $137,615; and to eight local banks totaling $39,195, which may have been related to his personal debts. In his response to the Commission's subpoena dated November 18, 1992, Mr. Rizzo states that the Andover Bank account was an "exploratory account." Attachment 3, Page 7. He states that he solicited the loans from the six individuals and issued promissory notes to some of the lenders signed by him. Attachment 3, Page 8. The loans were "to be used by me and repaid by me." Id. Checks issued from the account to him "were from loan proceeds and were used for a variety of purposes, all personal." Id. Moreover, Mr. Rizzo states that he paid $10,000 to Mr. Henry as repayment of a personal loan from "loan proceeds in the account." Attachment 3, Page 9. According to the subpoena response from Benco, Mr. Rizzo's consulting firm, amounts paid to Benco were for consulting services and "part of loan proceeds." Attachment 3, Page 11.

Responses to the subpoenas submitted by the six lenders and the loan checks, made payable in most instances to the Committee, do not support Mr. Rizzo's characterization of the loans as personal loans to him. It appears that the loans and other funds in the account were intended for the Committee. Mr. Rizzo paid $19,663 to the Committee's printer, $3,243 for campaign travel expenses, and $1,472 for campaign hotel costs from the Andover Bank account. Thus, Mr. Rizzo commingled Committee funds with his individual funds.

Therefore, this Office recommends that the Commission find reason to believe that Mr. Rizzo knowingly and willfully failed

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to forward contributions to the Committee treasurer and knowingly and willfully commingled Committee funds with his personal funds in violation of 2 U.S.C. § 432(b)(1) and (3). Moreover, this Office recommends that the Commission find reason to believe that Mr. Rizzo knowingly and willfully disbursed funds on behalf of the Committee without the treasurer's authorization and from an undesignated account in violation of 2 U.S.C. § 432(a) and 2 U.S.C. § 432(h). See MUR 2719 (Commission found reason to believe members of the Populist Party violated both sections 432(a) and 432(h).).

B. Excessive and Prohibited Contributions

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(B). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A). No officer or employee of a political committee shall knowingly accept a contribution made for the benefit or use of a candidate, or knowingly make any expenditure on behalf of a candidate, in violation of any limitation imposed on contributions and expenditures. 2 U.S.C. § 441a(f); 11 C.F.R. § 110.9(a).

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Moreover, the Commission considers payments made by an individual from his or her personal funds for costs incurred in providing goods or services to, or obtaining goods and services that are used by or on behalf of, a candidate to be in-kind contributions subject to the contribution limits of 2 U.S.C. § 441a(a)(1)(A). 11 C.F.R. § 116.5(b); see Explanation and Justification of Regulations on Debts Owed by Candidates and Political Committees, 55 Fed. Reg. 26383 (June 27, 1989).

The Act also prohibits corporations from making contributions or expenditures in connection with any federal election. 2 U.S.C. § 441b(a); 11 C.F.R. § 114.2(b). By the same token, a candidate, political committee or other person is prohibited from knowingly accepting or receiving any corporate contribution. 11 C.F.R. § 114.2(c).

The evidence indicates that Mr. Rizzo solicited loans from eight individuals to the Committee totaling $794,000, including $514,000 in checks deposited into the Andover Bank account, $200,000 in checks made payable to Mr. Rizzo personally, and $80,000 deposited into a Benco account. Responses to the Commission's subpoenas from six of the individual lenders and the grand jury indictment indicate that all the loans were intended for the Committee.

In a response dated October 20, 1992, Thomas D. Kelley Jr. stated that he made an unsecured, interest-free loan in the amount of $25,000 to the Committee on October 22, 1991, and that the loan check was deposited in the Andover Bank. Attachment 4. According to his response, Mr. Kelley met Mr. Rizzo, who said

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that he was the campaign manager for the Tsongas Committee, in October, 1991. Attachment 4, Page 2. Mr. Rizzo solicited a loan to the Committee, and promised it would be repaid with matching funds which the Committee would receive in January, 1992. Id. Mr. Kelley states that he agreed to make an interest-free unsecured loan of $25,000 to the Committee based on Mr. Rizzo's representations, and that Mr. Rizzo offered a personal guarantee that Mr. Kelley would be repaid. Id. Mr. Rizzo sent a check dated September 25, 1992 to Mr. Kelley in July, 1992 to repay the loan, and requested that Mr. Kelley not cash the check until September, so that funds could be deposited to cover the check. Id. Mr. Kelley did not cash the check. Id. In July, 1992, Mr. Rizzo also sent a promissory note back-dated to October 24, 1991 to Mr. Kelley, in which he promised to pay him the $25,000. Id. However, Mr. Kelley states that he loaned the money to the Committee, and "categorically" denies that the loan was made to Mr. Rizzo personally. Id.

Because under the Act and Commission regulations loans are contributions until repaid, this Office recommends that the Commission find reason to believe that Mr. Kelley violated 2 U.S.C. § 441a(a)(1)(A) by making a $25,000 loan to The Tsongas Committee.

Another lender, Michael Spinelli, states in his September 26, 1992 response that he met Mr. Rizzo at a reception on October 10, 1991. Attachment 5, Page 8. Mr. Rizzo had arrived with Senator Tsongas, and requested that Mr. Spinelli

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come to Mr. Rizzo's office the following day. Id. The next day, Mr. Rizzo solicited a loan from Mr. Spinelli in the amount of $20,000, purportedly for the Committee to pay for a television campaign in New Hampshire. Id. According to Mr. Spinelli, Mr. Rizzo offered assurances that the loan was "absolutely" legal. Id. Mr. Rizzo told Mr. Spinelli that the Committee was the debtor, but gave Mr. Spinelli his personal guarantee of repayment. Id. When Mr. Rizzo, accompanied by Steven Joncas,12/ picked up the $20,000 check on October 16, 1991, Mr. Spinelli requested a written note stating that the loan was against matching funds and guaranteed by Mr. Rizzo; Mr. Rizzo said he would provide this document in a "couple of weeks" but never did so. Id. The loan was repaid by a personal check from Mr. Rizzo on December 6, 1991. Attachment 5, Page 7.

Mr. Spinelli contributed $1,000 to The Tsongas Committee by a check dated March 28, 1991. Therefore, the entire $20,000 loan was in excess of his contribution limit imposed by 2 U.S.C. § 441a(a)(1)(A). Despite the fact that Mr. Spinelli's loan was refunded in less than 60 days, pursuant to 11 C.F.R. § 103.3(b)(3), it appears that the contribution was used for disbursements after Mr. Rizzo deposited it into the Andover Bank account. Under 11 C.F.R. § 103.3(b)(4), any contribution which

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12/ Steven Joncas is a long-time friend and associate of the candidate. He was not on the Committee's payroll. Mr. Rizzo states, in his subpoena response, that he had frequent contact with Mr. Joncas, who accompanied Mr. Rizzo on "a variety of volunteer assignments." Attachment 3, page 8. It is unclear to what extent Mr. Joncas was aware of, or involved in, Mr. Rizzo's solicitation of loans from various individuals.

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appears to be illegal and which is deposited into a campaign depository shall not be used for any disbursements by the political committee until the contribution is determined to be legal. According to the Audit staff, between October 16, 1991, and December 6, 1991, the Andover Bank account did not consistently maintain sufficient permissible funds to make this $20,000 refund. Therefore, this Office recommends that the Commission find reason to believe Mr. Spinelli violated 2 U.S.C. § 441a(a)(1)(A).

A third individual, Peter B. Caloyeras, responded to the Commission's subpoena in a letter dated October 23, 1992. Attachment 6. Mr. Caloyeras states that he met Mr. Rizzo, whom he thought to be the Committee's National Finance Chairman, on September 21, 1991, and that Mr. Rizzo solicited a $10,000 loan to the Committee to be repaid with matching funds in February, 1992. Id. The loan was never repaid. Mr. Caloyeras also stated that he contributed $1,000 to the Committee on June 28, 1992. Id. However, Committee records do not show that the contribution was received. Mr. Caloyeras' $10,000 loan to The Tsongas Committee exceeded his contribution limitation, and, therefore, this Office recommends that the Commission find reason to believe he violated 2 U.S.C. § 441a(a)(1)(A).

Similarly, Lawrence Ansin's response, dated November 2, 1992, reveals that Mr. Rizzo solicited a $100,000 loan on March 10, 1991, to be repaid on June 30, 1991 to underwrite the cost of a "white paper" being used to explore the viability of Senator Tsongas' candidacy. Attachment 7. Mr. Rizzo told Mr.

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Ansin that the loan was proper and legal. Id. The loan was never repaid. Id. Mr. Ansin also contributed $1,000 to the Committee on March 13, 1991. Because the Act and Commission regulations consider loans to be contributions until repaid, this Office recommends that the Commission find reason to believe that Mr. Ansin violated 2 U.S.C. § 441a(a)(1)(A) by making the $100,000 loan to The Tsongas Committee.

Another lender, Elkin McCallum, provided a very detailed response to the subpoena on October 26, 1992.13/ Attachment 8. Mr. McCallum made three loans totaling $250,000, and has received no repayments. Id. Mr. McCallum also purchased a $1,000 ticket to a Tsongas fundraiser in April of 1991.14/ Mr. McCallum's friend Steven Joncas introduced Mr. McCallum to

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13/ Mr. McCallum contacted his accountant about the transactions in March, 1992 because he had not received the loan documentation from Mr. Rizzo. After his accountant was also unable to obtain the loan documentation, Mr. McCallum had conversations concerning the transactions with the candidate, the Committee's counsel, Steven Joncas, and other Committee staff. Attachment 8, Pages 8-9.

14/ In addition, Mr. McCallum participated in Committee fundraising efforts. Attachment 8, Page 3. In June, 1991, he sent at least five letters to acquaintances in North Carolina soliciting their contributions to the Committee, and attempting to organize an event to benefit the candidate. Id. The five letters, provided in response to the Commission's subpoena, are written on the corporate letterhead of Joan Fabrics, Mr. McCallum's company, and are signed by Mr. McCallum as president of the corporation. These letters may present an issue involving the value of corporate logos, trademarks and letterhead under 11 C.F.R. § 114.1(a)(1). In any event, we do not make any recommendation concerning this issue at this time. However, we may seek further information from Mr. McCallum regarding this issue.

Mr. Rizzo, describing him as the "Chief Fund Raiser for the Tsongas Committee" in August, 1991. Attachment 8, Page 3. Mr. Rizzo met Mr. McCallum on August 12, 1991 and solicited a $100,000 loan to the Committee to be repaid in several months, after the campaign qualified for matching funds and used the federal funds as collateral for bank loans. Id. According to Mr. McCallum, Mr. Rizzo explained that Mr. McCallum's loan would be legal because the money would be used for exploratory expenses.15/ Id. Mr. McCallum wrote a loan check for $100,000 on August 13, 1991, and Mr. Rizzo picked up the check that day. Id. After Mr. McCallum repeatedly requested a note evidencing the loan, Mr. Rizzo provided a misdated one with himself as the maker in September, 1991. Attachment 8, Page 4. Mr. Rizzo explained that this note would eventually be replaced with a note from the Committee. Id.

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15/ Given Mr. Rizzo's substantial experience in political fundraising and exposure to campaign finance laws, it appears that Mr. Rizzo's assertion was a purposeful attempt to mislead the lender, rather than a misunderstanding of the Commission's current regulations. See Attachment 13 (Indictment alleges that Mr. Rizzo served as finance manager for Senator Tsongas' congressional campaigns, as well as a fundraiser for the presidential efforts of President Jimmy Carter, Vice President Walter Mondale and Congressman Richard Gephardt.).

During a visit to Mr. McCallum's home, Mr. Rizzo solicited a second loan for $50,000 for exploratory expenses.16/ Id. Mr. McCallum wrote this loan check on October 21, 1991. Id. Mr. Rizzo never provided documentation for this loan. Attachment 8, Pages 4-6. Finally, on February 10, 1992, Mr. Rizzo solicited a third loan of $100,000 for political advertising in New Hampshire. Attachment 8, Page 4. Mr. Rizzo said that while Mr. McCallum had reached his limit on loaning funds to the Committee, Mr. Rizzo had not. Id. Therefore, he suggested that Mr. McCallum loan the $100,000 to Mr. Rizzo, so that he could loan the money to the Committee. Attachment 8, Page 5. He again assured Mr. McCallum that the transaction was legal. Id. Mr. McCallum wrote a check for $100,000 to Mr. Rizzo. Id.

It appears that Mr. McCallum intended The Tsongas Committee to be the recipient of all three loans. This Office recommends that the Commission find reason to believe that Mr. McCallum violated 2 U.S.C. § 441a(a)(1)(A) by making $150,000 in loans payable to the Committee. Moreover, it appears that the final $100,000 loan transaction was a scheme to make a contribution in the name of another, which did not reach fruition because Mr. Rizzo never contributed the funds to the Committee under his own

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16/ According to Mr. McCallum, this loan was solicited while he was assisting, at Mr. Rizzo's request, with fundraising for the Committee. Tricia Melvin, a Tsongas campaign worker, and Cindi Parker, Mr. McCallum's Administrative Assistant, were present when Mr. McCallum and Mr. Rizzo met in Mr. McCallum's office to discuss fundraising on October 21, 1991 and we, therefore, intend to seek additional information from them regarding the loans. In addition, Ms. Melvin received a $1,000 payment from the Andover Bank account on January 22, 1992.

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name. 2 U.S.C. § 441f. However, the fact that Mr. McCallum agreed to Mr. Rizzo's scheme to circumvent the legal limitations provides reason to believe that he knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Mr. Rizzo, but intending to benefit the Committee.

Anastasios Kalogianis made six loans totaling $249,000 to the Committee and Mr. Rizzo. Attachment 9. According to his response dated November 5, 1992, Mr. Kalogianis made loans to the Committee of: $10,000 on September 9, 1991; $15,000 on September 25, 1991; $24,000 on October 3, 1991; $35,000 on December 4, 1991; and $65,000 on December 6, 1991.17/ Attachment 9, Page 2. Moreover, Mr. Kalogianis made a contribution of $1,000 to the Committee on September 9, 1991. Id. In addition, he made a $100,000 loan to Mr. Rizzo on January 27, 1992. Id. This loan was included on a ledger card entitled "AK Loans to Tsongas Committee" submitted in his response to a Commission subpoena. Id. It is not clear from Mr. Kalogianis' response whether this transaction was similar to the attempted contribution in the name of another described by Mr. McCallum. Mr. Kalogianis states that Mr. Rizzo informed him that he could lawfully make the loans. Attachment 9, Page 3. Mr. Rizzo sent Mr. Kalogianis three checks to repay the loans, and stated in a letter dated July 30, 1992, that since he was getting a personal

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17/ Mr. Rizzo states in his response to the subpoena that Arthur Kalogianis of Salem, New Hampshire was the source of the following deposits into the Andover account: $60,000 on December 4, 1991; $35,000 on December 5, 1991; and $65,575 on December 6, 1991. Attachment 3, Page 7.

loan to repay the loans, Mr. Kalogianis should hold the checks until funds were deposited to cover them. Id. Since Mr. Rizzo has not informed Mr. Kalogianis that funds are available to cover the checks, Mr. Kalogianis had not deposited the checks as of the time of the response. Id.

Because the Act and Commission regulations consider loans to be contributions until repaid, this Office recommends that the Commission find reason to believe that Mr. Kalogianis violated 2 U.S.C. § 441a(a)(1)(A) by making at least $249,000 in loans to The Tsongas Committee.

The grand jury indictment contains information about two additional lenders. The indictment alleges that Mr. Rizzo solicited and received two loans from Roger Trudeau, the first for $60,000 on August 8, 1991 and the second for $20,000 on September 10, 1991. Attachment 13, Page 8. The indictment further alleges that Mr. Rizzo falsely represented to Mr. Trudeau that the loans were to benefit the Committee, would be repaid in a short time and were legal. Id. Mr. Rizzo deposited these loans into a Benco account he also held at the Andover Bank, according to the indictment. Id. Mr. Rizzo repaid $15,000 of the loans, leaving a balance of $65,000, the indictment alleges. Id. Because the Act and Commission regulations consider loans to be contributions until repaid, this Office recommends that the Commission find reason to believe that Mr. Trudeau violated 2 U.S.C. § 441a(a)(1)(A) by making excessive loans to The Tsongas Committee.

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Finally, the grand jury indictment alleges that Mr. Rizzo solicited and received a $60,000 loan from William Berg on behalf of the Committee on December 4, 1991. Attachment 13, Page 9. It is not clear from the indictment whether the check was made payable to the Committee, but Mr. Rizzo allegedly told Mr. Berg that the loan would benefit the Committee. Id. Mr. Rizzo deposited the $60,000 into the Andover Bank account, according to the indictment. Id. The indictment further alleges that Mr. Rizzo repaid $30,000 of this loan. Id. Mr. Berg also made a $500 contribution to the Committee on June 24, 1991. Because the Act and Commission regulations consider loans to be contributions until repaid, this Office recommends that the Commission find reason to believe that Mr. Berg violated 2 U.S.C. § 441a(a)(1)(A) by making an excessive loan to The Tsongas Committee.

The responses from the six individual lenders and information alleged in the grand jury indictment contradict Mr. Rizzo's assertion that the loans were "to be used by me and repaid by me." Attachment 3, Page 8. Rather, they indicate that the funds were solicited and contributed on behalf of the Committee. As discussed earlier, Mr. Rizzo acted as an agent of the Committee with broad authorization to solicit funds and make disbursements.

In Mr. Rizzo's subpoena response he states that he was the "principal fundraiser for The Tsongas Committee from April, 1991 - June, 1991. As such I organized events; formed committees; solicited funds; participated in planning of events."

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Attachment 3, Page 5. He states that he was authorized to make expenditures on the Committee's behalf by Dennis Kanin, the campaign manager, and David Goldman, the Committee's business manager, and that he had "daily contact" with the campaign. Id. The response from his consulting firm, Benco, reveals that:

> Benco had an agreement with The Committee to oversee fundraising on behalf of the Committee. Benco provided physical facilities, telephones and personnel for all office related activities. Benco arranged for fundraisers and the printing and mailing of invitations and mailings. Benco was reimbursed for all expenses incurred in its fundraising capacity .... The Tsongas Committee paid $5,000/month to Benco for consulting services.
>
> Attachment 3, Page 11.

Moreover, the subpoena responses from the individual lenders reveal that Mr. Rizzo held himself out as a Committee official when he solicited funds, ostensibly on behalf of the Committee. Based on the responses, it appears that because Mr. Rizzo was involved in Committee activities and made appearances with the candidate, he was able to successfully solicit funds in the name of the Committee. Mr. Rizzo not only solicited the loans, but also assured the contributors of the legality of the loans. Therefore, this Office recommends that the Commission find reason to believe that Mr. Rizzo knowingly and willfully solicited and accepted contributions in the form of loans which

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exceeded the individuals' contribution limitations by $725,500 in violation of 2 U.S.C. § 441a(f).18/

This Office also recommends that the Commission find reason to believe that Mr. Rizzo knowingly and willfully made excessive contributions to the Committee by several means: (1) advances for Committee expenses, (2) personal guarantees of loans intended for the Committee, and (3) repayment of loans intended for the Committee in violation of 2 U.S.C. § 441a(a)(1)(A).19/ See 11 C.F.R. §§ 100.7(a)(1)(i); 116.5(b). The Commission's regulations provide that the definition of contribution includes a loan, which includes a guarantee or endorsement of a loan. 11 C.F.R. § 100.7(a)(1)(i); See FEC v. Ted Haley Congressional Committee 852 F.2d 1111 (9th Cir. 1988)(Personal guarantees of loans were contributions). Therefore, Mr. Rizzo's personal guarantees of the loans intended for the Committee by the lenders constituted excessive contributions to the Committee. Moreover, his repayment of at least one loan intended for the Committee was payment of a Committee debt, and thus, an additional excessive contribution.

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18/ Mr. Rizzo solicited a total of $794,000 in loans intended for the Committee; however, he refunded $20,000 to Mr. Spinelli, $15,000 to Mr. Trudeau, and $30,000 to Mr. Berg. Moreover, $1,000 of the contributions by Mr. Kelley, Mr. Caloyeras, and Mr. Trudeau were within their contribution limitations because they made no other donations to the Committee. In addition, $500 of Mr. Berg's loan was within his contribution limitation. However, as we noted earlier, Mr. Caloyeras states in his response to the Commission subpoena that he made a $1,000 contribution to the Committee.

19/ Mr. Rizzo contributed $1,000 to the Committee on June 29, 1991.

The Commission's regulations further provide that advances by committee staff or other individuals to pay for the costs of goods or services provided to a committee are contributions unless the payment is for the individual's own transportation and subsistence costs and the individual is reimbursed within 60 days after the closing date of the billing statement for payments by credit card or within 30 days after the expenses were incurred for other forms of payment. 11 C.F.R. § 116.5(b).

Mr. Rizzo sought reimbursement from the Committee for expenses totaling $82,634 during the spring of 1992.20/ According to the Audit staff's review, the expenses had been incurred between May of 1991 and February of 1992. As documentation for these expenses, Mr. Rizzo included copies of canceled checks drawn on his personal account. Of the amount requested, $21,333 had been previously reimbursed to Mr. Rizzo or paid from the Andover Bank account. The Audit staff concluded that $57,100 in advances made by Mr. Rizzo were for legitimate campaign expenses, including payments to caterers, hotels and two payments to the Committee's printer totaling $31,754.21/ This Office concludes that the amounts advanced by Mr. Rizzo from his

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20/ Committee representatives stated that Mr. Rizzo's reimbursement request came after they discovered the existence of the Andover Bank account, but they could not provide the Audit staff with the exact date of his submission.

21/ The Committee has indicated that it plans to deduct the reimbursements owed to Mr. Rizzo from the amount of contributions deposited into the Andover Bank account that Mr. Rizzo owes the Committee. However, so far it appears no settlement has been reached between the Committee and Mr. Rizzo.

personal accounts were excessive contributions which do not fall within the narrow parameters of the 11 C.F.R. § 116.5(b) exemption for transportation and subsistence expenses reimbursed in a timely manner. It does not appear that the advances were solely for Mr. Rizzo's personal transportation and subsistence, or that the reimbursements were made in a timely manner. We also note that Mr. Rizzo repaid the $20,000 loan from Mr. Spinelli from his personal account at Bay Bank.22/ See Attachment 5, Page 6. Therefore, this Office recommends that the Commission find reason to believe that Mr. Rizzo knowingly and willfully made advances on behalf of the Committee in excess of his contribution limitation in violation of 2 U.S.C. § 441a(a)(1)(A).

Moreover, based on its review of available Andover Bank account documentation, the Audit staff identified a total of $29,314 in excessive contributions from 42 contributors deposited into the Andover Bank account; these contributions were either excessive on their face or excessive when aggregated with contributions to the Committee's authorized accounts.23/ Therefore, this Office recommends that the Commission find reason to believe that Mr. Rizzo knowingly and willfully

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22/ It is not clear from the grand jury indictment what funds Mr. Rizzo used to repay $15,000 to Mr. Trudeau and $30,000 to Mr. Berg. Attachment 13, Pages 8-9.

23/ As stated earlier, this Office does not recommend pursuing these individual contributors at this time. Following completion of the audit process, we will evaluate whether their apparent violations merit enforcement action.

accepted $29,314 in excessive contributions from 42 individuals in violation of 2 U.S.C. § 441a(f) and 11 C.F.R. § 110.9(a).

Finally, the auditors noted 21 contributions totaling $3,571 deposited into the Andover account which appear to be from prohibited corporate sources. Consequently, we also recommend the Commission find reason to believe that Mr. Rizzo knowingly and willfully accepted these corporate contributions in violation of 2 U.S.C. § 441b(a).

Therefore, this Office recommends that the Commission find reason to believe that Mr. Rizzo knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A), 2 U.S.C. § 441a(f) and 2 U.S.C. § 441b(a). This Office, however, recommends further investigation of Mr. Rizzo's violations be held in abeyance pending the outcome of the criminal proceedings. Moreover, we recommend that the Commission find reason to believe that Thomas D. Kelley Jr., Peter B. Caloyeras, Lawrence Ansin, Anastasios Kalogianis, Roger Trudeau, and William Berg violated 2 U.S.C. § 441a(a)(1)(A) and that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A).

III. PLAN FOR FURTHER INVESTIGATION

Provided that the Commission finds reason to believe as recommended by this report, this Office will need to obtain additional information to fully assess the matter. Because of the sub-rosa nature of Mr. Rizzo's activities and the substantial amount of money involved, this Office anticipates pursuing formal discovery.

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On September 8, 1992, in the context of the Committee audit, the Commission issued 19 subpoenas to produce documents and orders to submit written answers to Mr. Rizzo and his two companies; eight banks; six individual lenders; Mark Henry, who received $10,000 from the Andover account; and the Committee's printer. On February 11, 1993, the Commission approved the issuance of an additional 11 subpoenas to the same eight banks plus one additional financial service firm, Mr. Henry, and one of the individual lenders. The need for further production of documents will be determined, in part, by the responses to these additional subpoenas and information obtained in response to the Committee's Interim Audit Report. At this time, this Office recommends that the Commission approve the attached subpoenas for production of documents and order to submit written answers to Roger Trudeau and William Berg. Attachment 14.

Moreover, this Office expects to depose numerous individuals involved in the transactions conducted through the Andover Bank account. Therefore, this Office recommends that the Commission authorize depositions of those individuals listed in Recommendation #4.

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V. RECOMMENDATIONS

Find reason to believe that Nicholas A. Rizzo knowingly and willfully violated 2 U.S.C. §§ 432(b)(1) and (3); 2 U.S.C. § 432(a); 2 U.S.C. § 432(h); 2 U.S.C. § 441a(a)(1)(A) and 11 C.F.R. §§ 110.9(a) and 116.5(b); 2 U.S.C. § 441a(f); and 2 U.S.C. § 441b and 11 C.F.R. § 114.2(c), but hold the investigation in abeyance pending the outcome of criminal proceedings against him.

Find reason to believe that Thomas D. Kelley Jr., Michael Spinelli, Peter B. Caloyeras, Lawrence Ansin, Elkin McCallum, Anastasios Kalogianis, Roger Trudeau, and William Berg violated 2 U.S.C. § 441a(a)(1)(A).

Find reason to believe that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Nicholas A. Rizzo, but intending it to benefit the Committee.

Authorize depositions for the following individuals:

Senator Paul E. Tsongas
Nicholas A. Rizzo, Jr.
Thomas D. Kelley, Jr.
Michael Spinelli
Peter B. Caloyeras
Elkin McCallum
Lawrence Ansin
Anastasios Kalogianis
Roger Trudeau
William Berg
Mark O. Henry
Steven Joncas
Dennis Kanin, Tsongas campaign manager
David Goldman, Tsongas campaign business manager
S. George Kokinos, Tsongas Committee Treasurer
Maria Rizzo
Carla Maria Degnan
Tricia Melvin
Cindi Parker, assistant to Elkin McCallum

Approve the attached subpoenas and orders for Roger Trudeau and William Berg.

Approve the attached Factual and Legal Analyses.

Approve the appropriate letters.

4/6/93
Date

Lawrence M. Noble
General Counsel

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Attachments:

Mark O. Henry Subpoena Response

Subpoena Responses from Nicholas A. Rizzo, Benco Consulting and Marketing, Inc., and Auto Specialties Sales Co.

Thomas D. Kelley Jr. Subpoena Response

Michael Spinelli Subpoena Response

Peter B. Caloyeras Subpoena Response

Lawrence Ansin Subpoena Response

Elkin McCallum Subpoena Response

Anastasios Kalogianis Subpoena Response

News Articles: Stephen Kurkjian and Scot Lehigh, US questions Tsongas fund-raiser on expenditures, Boston Globe, November 23, 1992, at 1; Stephen Kurkjian and Scot Lehigh, Tsongas aide reportedly double-billed campaign, Boston Globe, November 24, 1992, at 1.

Grand Jury Indictment, filed February 22, 1993

Subpoenas (2)

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MARK O. HENRY
231 Sutton Street
North Andover, MA 01845

September 25, 1992

Kim L. Bright-Coleman
Associate General Council
Federal Election Commission
Washington, DC 20463

92 SEP 13 PM 3:3

Dear Kim:

In accordance with your subpoena to produce documents I am enclosing the following information.

Under Section 3 you have requested documents for production.

1. I have no documents that relate to any payments to me from the Tsongas Committee. I have received from Maria and Nicholas Rizzo checks in the amount of $2,500 which I received on May 24, 1991 and deposited into my checking account on May 25, 1991 as well as a check from same on December 11, 1991 in the amount of $7,500 which was deposited into my account on December 12, 1992. These checks represented loan repayments to me that I made to Nick and Maria Rizzo.

2. I have no documents relating to the accounts of Nicholas and Maria Rizzo.

3. As explained in Section 3.1 Nicholas Rizzo was repaying loans in both amounts that I personally made to him. I have provided no services on behalf of Nick Rizzo or the Tsongas Committee.

4. I have no records nor did I dispose of any records relating to Account from the Andover Bank.

Should you have any questions regarding this I would be happy to answer them.

Very truly yours,

Mark O. Henry

MOH/gl

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ATTACHMENT 2
Page 1 of 1

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November 18, 1992

VIA OVERNIGHT DELIVERY

Delanie DeWitt Painter
Attorney
Federal Election Commission
Washington, D.C. 20463

RE: Tsongas Audit

Dear Ms. Painter:

With respect to the above-captioned matter, and in response to the Federal Election Commission's requests, enclosed please find the following:

1. Nicholas A. Rizzo's Response to Request for Production of Documents;

2. Nicholas A. RIzzo's Written Answers;

3. Benco Consulting and Marketing Co., Inc.'s Response to Request for Production of Documents;

4. Benco Consulting and Marketing Co., Inc.'s Written Answers;

5. Auto Specialists Sales Co., Inc.'s Response to Request for Production of Documents;

6. Auto Specialists Sales Co., Inc.'s Written Answers.

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ATTACHMENT 3
Page 1 of 14

As you know, Mr. Rizzo was recently hospitalized becuase of a serious illness. Please keep in mind that many of these answers are based on Mr. Rizzo's recollection, without the benefit of the availability of the documents.

If you have any questions regarding the above, please do not hesitate to contact me. Thank you for the many courtesies you have extended to my office regarding this matter.

Very truly yours,

Richard A. Gargiulo

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encls.

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ATTACHMENT 3
Page 2 of 14

BEFORE THE FEDERAL ELECTION COMMISSION

IN RE: TSONGAS AUDIT

NICHOLAS A. RIZZO'S
RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS

1. All documents relating to your work for the Tsongas Committee, either in your individual capacity or as president and treasurer of Benco Consulting and Marketing Inc. or Auto Specialties Sales Co., to include, but not limited to, statements of financial institutions and associated canceled checks, debit and credit memoranda and advices, deposit slips and copies, check registers, reconciliations, bills, contracts, invoices, receipts, notes, and memoranda.

   RESPONSE:

   The documents requested were submitted to The Tsongas Committee.

2. All written correspondence between you and Senator Paul Tsongas; S. George Kokinos, The Tsongas Committee treasurer; or any other representative of the presidential campaign.

   RESPONSE:

   None.

3. All documents relating in any way to the transactions processed through Account Number in the name of The Tsongas Committee at the Andover Bank, 61 Main Street, Andover, MA 01810, including, but not limited to, statements of financial institutions with all enclosures (canceled checks, deposit slips, and debit and credit advices and memorandum), reconciliations, bills, invoices, receipts, check registers, contracts, loan agreements, notes, memoranda, and any other documents relating to funds deposited into or disbursements made from that account.

   RESPONSE:

   The documents requested were submitted to the Tsongas Committee.

4. All documents relating to the source of the following deposits to Account Number $13,000 on June 26, 1991; $1,155 on July 12, 1991; $700 on July 15, 1991; $60,000 on December 4, 1991; $35,000 on December 5, 1991; and $65,575

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ATTACHMENT 3
Page 3 of 14

on December 6, 1991.

RESPONSE:

None.

5. All documents relating to loans made to you, Maria Rizzo, The Tsongas Committee, or any other party, the proceeds of which were deposited into Account Number including, but not limited to, any written agreement, note or memorandum of any kind relating to each loan.

RESPONSE:

None.

6. All documents relating to any other loans made to you, Maria Rizzo, or The Tsongas Committee, solicited on behalf of The Tsongas Committee, including, but not limited to, any written agreement, note or memorandum of any kind relating to each loan.

RESPONSE:

None.

7. All documents showing services performed or amounts due, including any billing, receipt, invoice, statement, reconciliation, note or memorandum with respect to all checks from Account Number made payable to Nicholas A. Rizzo or Maria Rizzo; and all documents showing the identity of all parties to whom the funds were subsequently disbursed.

RESPONSE:

These documents are currently being compiled for production.

8. All records for any other account that was maintained by you in the name of or, in any way connected to your work for The Tsongas Committee, including, but not limited to, all statements, canceled checks, deposits, debit and credit advices and memoranda, check registers, reconciliations, invoices, bills, receipts, notes and memoranda.

ATTACHMENT 3
Page 4 of 14

9704378613

RESPONSE:

None.

Signed under the penalties of perjury this 17 day of November, 1992.

Nicholas A. Rizzo

9704378361 4

BEFORE THE FEDERAL ELECTION COMMISSION

IN RE: TSONGAS AUDIT

NICHOLAS A. RIZZO'S WRITTEN ANSWERS

1. Describe your role with respect to The Tsongas Committee, either in your individual capacity or as president and treasurer of Benco Consulting and Marketing Inc. or Auto Specialties Sales Co. Describe any compensation agreement you may have entered with The Tsongas Committee. Describe any volunteer activities which you conducted on behalf of The Tsongas Committee.

   ANSWER:

   I was the principal fundraiser for The Tsongas Committee from April, 1991 - June, 1991. As such, I organized events; formed committees; solicited funds; participated in planning of events.

2. What was the purpose of opening Account Number at the Andover Bank in the name of The Tsongas Committee? Did you have authorization from the Committee to do so?

   ANSWER:

   An exploratory account.

3. Identify all persons associated with The Tsongas Committee with whom you consulted about the opening or maintenance of Account Number

   ANSWER:

   None.

4. Did you maintain any other accounts in the name of The Tsongas Committee? If so, identify the financial institutions and account numbers of these accounts. Did you make expenditures on behalf of The Tsongas Committee from other accounts held in your own name? If so, identify the financial institutions and account numbers of these accounts.

   ANSWER:

   None.

5. What kind of authorization, if any, did you have from the

ATTACHMENT 3
Page 6 of 14

9704378361 5

Tsongas Committee to make expenditures on its behalf? Identify all persons associated with The Tsongas Committee who were aware of your authority to make such expenditures.

ANSWER:

Dennis Kanin, David Goldman.

6. Did The Tsongas Committee reimburse you for expenditures you made from personal funds on its behalf? What sort of procedure were you required to follow to receive such reimbursements? Describe the documentation the Committee required you to provide to show that expenses you incurred were campaign related.

ANSWER:

Yes. I would submit receipts along with an expense form.

7. Describe the frequency and general content of your communications with representatives of The Tsongas Committee from approximately January 1, 1991 to June 30, 1992.

ANSWER:

Daily contact. Content was both campaign related and regarding the Exploratory Account. I was requested to submit all records of the account as well as checks, receipts and all material relative to all expenses paid (a) from the account; and (b) from any other funds.

8. Identify the source of the following deposits to Account Number $13,000 on June 26, 1991; $1,155 on July 12, 1991; $700 on July 15, 1991; $60,000 on December 4, 1991; $35,000 on December 5, 1991; and $65,575 on December 6, 1991; and list the names and addresses of any other persons who may be in possession of such information or documentation.

ANSWER:

06/26/91	$13,000	No recollection
07/12/91	1,155	No recollection
07/15/91	700	No recollection
12/04/91	60,000	Arthur Kalogianis
12/05/91	35,000	Arthur Kalogianis
12/06/91	65,575	Arthur Kalogianis

9. List names and addresses of persons making loans, the proceeds of which were deposited into Account Number identify the date and amount of each loan; and explain the circumstances surrounding the solicitation of each loan.

ATTACHMENT 3
Page 7 of 14

9704378316

ANSWER:

Lawrence Ansin, Weston, Massachusetts, $100,000
Elkin McCallum, Tyngsboro, Massachusetts, $250,000
Michael Spinelli, Lowell, Massachusetts, $20,000
Tom Kelley, Portsmouth, New Hampshire, $25,000
Arthur Kalogianis, Salem, New Hampshire, $249,000

I solicited the loans and issued, in some cases, promissory note(s) signed by me for repayment. The loans were to be used by me and repaid by me.

10. List names and addresses of persons making any other loans to you, Maria Rizzo, or The Tsongas Committee, solicited on behalf of The Tsongas Committee; identify the date and amount of each loan; explain the circumstances surrounding the solicitation of each loan; and identify how the proceeds of these loans were used.

ANSWER:

None.

11. Explain all documents showing services performed or amounts due with respect to all checks from Account Number made payable to Nicholas A. Rizzo or Maria Rizzo, and identify all parties to whom the funds were subsequently disbursed.

ANSWER:

Checks issued to Nicholas Rizzo were from loan proceeds and were used for a variety of purposes, all personal.

12. Describe any contact you may have had with Steve Joncas of Lowell, Massachusetts, during your work with The Tsongas Committee. Explain any financial transactions you entered with Mr. Joncas.

ANSWER:

I had frequent contact with Steve Joncas. Mr. Joncas frequently accompanied me on a variety of volunteer assignments. Advance expense funds were issued to Mr. Joncas by The Committee with the full knowledge that I was to use the funds and I was responsible for the accounting of all expenditures of those funds.

13. Describe your relationship with Mark Henry of North Andover, Massachusetts. Explain why Mr. Henry received two payments totaling $10,000 from Account Number at the Andover Bank.

970433/836617

ANSWER:

Mr. Henry is a friend. Mr. Henry received $10,000 in payment of a personal loan to me, from loan proceeds in the account.

Signed under the penalties of perjury this 17 day of November, 1992.

Nicholas A. Rizzo

9704378368

ATTACHMENT 3
Page 9 of 14

BEFORE THE FEDERAL ELECTION COMMISSION

IN RE: TSONGAS AUDIT

BENCO CONSULTING AND MARKETING CO., INC'S RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS

1. All books and records of Benco Consulting and Marketing, Inc., pertaining to work performed on behalf of The Tsongas Committee, for the period from January 1, 1991, to June 30, 1992, including, but not limited to, financial statements; ledgers; journals; and other books of entry, whether maintained manually or electronically; tax returns; records of any financial institutions, including statements, canceled checks, deposit records, debit and credit memoranda and advices; bills; receipts; invoices; reconciliations; notes and memoranda.

RESPONSE:

The documents requested were submitted to the Tsongas Committee.

Signed under the penalties of perjury this 17th day of November, 1992.

BENCO CONSULTING AND MARKETING CO., INC.

by _____
Nicholas A. Rizzo
Duly Authorized

97043783619

ATTACHMENT 3
Page 10 of 14

BEFORE THE FEDERAL ELECTION COMMISSION

IN RE: TSONGAS AUDIT)
)
)

BENCO CONSULTING AND MARKETING CO., INC'S WRITTEN ANSWERS

1. Explain the work performed by Benco Consulting and Marketing, Inc., on behalf of The Tsongas Committee.

ANSWER:

Benco had an agreement with The Committee to oversee fundraising on behalf of The Committee. Benco provided physical facilities, telephones and personnel for all office related activities. Benco arranged for fundraisers and the printing and mailing of invitations and mailings. Benco was reimbursed for all expenses incurred in its fundraising capacity.

2. Identify any payments received by Benco Consulting and Marketing Inc., from Account Number at the Andover Bank, 61 Main Street, Andover, MA 01810, and explain what specific services were provided in return for these payments.

ANSWER:

Payments were for consulting services to the Committee and, in some cases, were part of loan proceeds.

3. Identify any payments Benco Consulting and Marketing, Inc., received from other accounts in return for work done on behalf of The Tsongas Committee. Explain what specific services were provided in return for these payments.

ANSWER:

The Tsongas Committee paid $5,000/month to Benco for consulting services. All records of payments were previously submitted to the Tsongas Committee.

ATTACHMENT 3
Page 11 of 14

9704378365C

Signed under the penalties of perjury this 17 day of November, 1992.

BENCO CONSULTING AND MARKETING CO., INC.

by _____
Nicholas A. Rizzo
Duly Authorized

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ATTACHMENT 3
Page 12 of 14

BEFORE THE FEDERAL ELECTION COMMISSION

IN RE: TSONGAS AUDIT

AUTO SPECIALTIES SALES CO., INC.'S
RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS

1. All books and records of Auto Specialties Sales Co., Inc., pertaining to any transactions with or on behalf of The Tsongas Committee for the period from January 1, 1991, to June 30, 1992, including, but not limited to, financial statements; ledgers; journals; and other books of entry, whether maintained manually or electronically; tax returns; records of all financial institutions, including statements, canceled checks, deposit records, debit and credit memoranda and advices; bills; receipts; invoices; reconciliations; notes; and memoranda.

RESPONSE:

None.

AUTO SPECIALTIES SALES CO., INC.

by _____
Nicholas A. Rizzo
Duly Authorized

11-17-92

9704378365 2

ATTACHMENT 3
Page 13 of 14

BEFORE THE FEDERAL ELECTION COMMISSION

IN RE: TSONGAS AUDIT)
)
)

AUTO SPECIALTIES SALES CO., INC.
WRITTEN ANSWERS

1. Identify any payments received by Auto Specialties Sales Co., Inc., from Account Number at the Andover Bank, 61 Main Street, Andover, MA 01810, and explain what services were provided in return for these payments.

ANSWER:

None.

2. Identify any payments received by Auto Specialties Sales Co., Inc. from The Tsongas Committee, and explain what services were provided in return for these payments.

ANSWER:

None.

AUTO SPECIALTIES SALES CO., INC.

by _____
Nicholas A. Rizzo
Duly Authorized

11-17-92

9704383653

ATTACHMENT 3
Page 14 of 14

Shaines & McEachern
Professional Association, Attorneys

October 20, 1992

92 OCT 21 PM 3:11

SENT VIA FEDERAL EXPRESS

Delanie DeWitt Painter, Esq.
Federal Election Commission
999 E Street, N.W.
Washington, DC 24063

Re: Tsongas Audit
Subpoena to Thomas D. Kelley, Jr.

Dear Ms. Painter:

Enclosed please find the answers of Mr. Thomas D. Kelley, Jr. to the Subpoena and Order in the above-referenced matter. Thank you for your attention in this matter.

Very truly yours,

SHAINES & McEACHERN, P.A.

By: _____
Jonathan S. Springer

JSS/sb

Enclosure

cc: Mr. Thomas D. Kelley, Jr.

f:\user\stephb\tsongas.int

9704378654

25 Maplewood Avenue, P.O. Box 360
Portsmouth, New Hampshire 03802-0360
Telephone 603/436-3110; FAX: 603/436-2993

ATTACHMENT 4
Page 1 of 10

ANSWER TO SUBPOENA TO PRODUCE DOCUMENT AND TO SUBMIT WRITTEN ANSWERS

I, Thomas D. Kelley, Jr., duly sworn according to law, submit the following answers to the Federal Election Commission's Subpoena to Produce Documents and Order to Submit Written Answers:

1. I made an unsecured, interest-free loan to the Tsongas Committee in the amount of $25,000 on October 22, 1991. I have attached a photocopy of the cancelled check, which shows that it was deposited in the Andover Bank, Andover, Massachusetts by the Tsongas Committee. There was no promissory note or other loan document involved, although it was agreed that the loan amount would be paid back on or before January 31, 1992. Mr. Rizzo stated that he would personally guarantee that I would be repaid on the loan to the Tsongas Committee.

As for other documents regarding this loan, by letter sent in July, 1992 Mr. Rizzo sent a personal check made out to me for $25,000, which was post-dated to September 25, 1992. Mr. Rizzo requested that the check not be cashed until the September date, to allow funds to be deposited to cover the check. To date, I have not cashed this check. Copies of the letter and the check are enclosed. I assure you that Mr. Rizzo sent me these documents based upon his guarantee that the loan would be repaid.

Also in July, 1992, by separate envelope, Mr. Rizzo sent a form promissory note by which he promises to pay to me the $25,000, within 90 days. This promissory note is dated October 24, 1991. This document was back dated by Mr. Rizzo; the first time I saw this document was when I received it in July, 1992. I categorically deny that the loan was ever made out to Mr. Rizzo, or meant to benefit him personally in anyway.

2. The outstanding balance of the loan is $25,000. Other than the check sent by Mr. Rizzo, which has never been cashed, I have not received any payments to date.

3. I was introduced to Mr. Rizzo by my superior at work, Mr. Steven Griswold, in October, 1991. At that time, Mr. Rizzo informed me that he was the campaign manager for the Tsongas Committee and Paul Tsongas. In that capacity Mr. Rizzo was soliciting a loan to be paid to the Tsongas Committee. Mr. Rizzo explained to me that in January, 1992 the Tsongas Committee would receive federal matching funds, and at that time the Tsongas Committee would be able to repay the loan. Mr. Rizzo explained there was a need for short term, interest-free loans in order to finance the campaign.

Based on these representations on behalf of the Tsongas Committee, I agreed to make an interest-free, unsecured loan to the Tsongas Committee. Mr. Rizzo never indicated in any manner that this loan would not be used by the Tsongas Committee in its campaign, nor did he indicate in any manner that this loan was not legal and appropriate in all respects. The money was never intended to be a contribution or a gift, but rather I intended it

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RECEIVED
FEDERAL ELECTION COMMISSION
1992 OCT 21 AM 8:30

to be a loan. I had no idea that the loan violated any election laws, nor was it my intent to do so.

Repayment was expected at the earliest possible time, and no later than January 31, 1992. Repayment was never made.

4. As stated above, Mr. Rizzo solicited the loan on behalf of the Tsongas Committee and as a representative of Senator Paul Tsongas' campaign. Mr. Rizzo informed me that he was the campaign manager for the Tsongas campaign, and he had paperwork regarding federal matching funds and other issues which reflected his position. I have never had any direct contact with Senator Tsongas himself regarding the making or repayment of the loan. In addition, by letter dated July 1, 1992, a copy of which is attached, Attorney L. Anthony Sutin requested certain information regarding this matter. My attorney spoke with Mr. Sutin regarding this matter in September, 1992.

5. Mr. Sutin provided my attorney with the names of several attorneys who apparently represent other people who have made similar loans. Neither my attorney nor myself know the names and addresses of other people who have made similar loans at this point in time.

6. I have never made any other loan or any other type of contribution to the Tsongas Committee, and in fact have never made any other loan or any other type of contribution to any other politician's political campaign.

Dated: 10/14/92

~~Thomas D. Kelley, Jr.~~

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

I hereby certify that the within-named Thomas D. Kelley, Jr. made oath the foregoing statements are true to the best of his knowledge and belief.

Before me,

Notary Public/~~Justice of the Peace~~

JONATHAN S. SPRINGER, Notary Public
My Commission Expires April 8, 1997

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ATTACHMENT 4
Page 3 of 10

FEDERAL ELECTION COMMISSION
92 OCT 21 PM 3:11

ATTACHMENT 4
Page 4 of 10

DK

THOMAS D. KELLEY, JR.
250 MARKET ST. [redacted]
PORTSMOUTH, NH 03801

1693

PAY TO THE ORDER OF Isongos Committe — Oct 23 19 91 — $ 25,000.00

Twenty Five Thousand dollars and no cents — DOLLARS

BankEast
PORTSMOUTH, NH 03801

FOR Loan To Be Paid Back January 1992

360151208 06 10-23-91 0004 261

97043/8365 7

ENDORSE HERE

Tsongas Committee

for deposit only

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

RECEIVED FEDERAL ELECTION COMMISSION

92 OCT 21 PM 3:11

9 7 0 4 3 7 8 3 6 5 8

ANDOVER BANK, 61 MAIN ST. OCT22-91-->2113-7047-7<-- 01-143
ANDOVER, MA (508) 475-6103 (02-153879-7) 16:53:51

1736641

22 OCT 91

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

ATTACHMENT 4
Page 5 of 10

RECEIVED
FEDERAL ELECTION COMMISSION
92OCT 21 PM 3:12

Steve Griswold
Propsys
650 Main Street
Lewiston, ME 04042

Dear Steve:

Enclosed you will please find a check in the amount of $25,000.00 to re-pay the loan that Tom Kelley was kind enough to make.

I am fully responsible for the re-payment.

Please note the check is dated 25 September 92 in order for the funds to cover the check to be deposited and clear.

I truly regret both the delay and the problem surrounding this matter.

Sincerely,

Nick Rizzo

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RECEIVED
FEDERAL ELECTION COMMISSION
92 OCT 21 PM 3:12

6749

NICHOLAS A. RIZZO
P. O. BOX 577
ANDOVER, MA 01810

53-235/113

25 SEPTEMBER 19 92

PAY TO THE ORDER OF THOMAS KELLEY $ 25,000.00

THE SUM 25000 DOLS 00 CTS DOLLARS

BayBank

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

Nicholas A Rizzo

9700437836CC

ATTACHMENT 4
Page 7 of 10

FEDERAL OFFICE

92 OCT 21 PM 1

$ _____ October 24 1991

For Value Received TWENTY-FIVE THOUSAND DOLLARS

I promise to pay to THOMAS D. KELLEY, JR

250 Market Street, Portsmouth, NH 03801 or order

TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) Dollars

in Three Months (90 days) from this date, with interest

at the rate of _____ per centum per annum, during said term, and for such further time as said principal sum, or any part thereof, shall remain unpaid.

Signed in presence of

NICHOLAS A. RIZZO

Secured by Mortgage of Real Estate in _____ Registry of Deeds to be recorded in _____

ATTACHMENT 4 Page 1 of 1

FORM 333 HOBBS & WARREN, INC., PUBLISHERS, BOSTON, MASS. 02101

970437 8396

SUITE THIRTEEN HUNDRED
WEST TOWER
888 THIRTEENTH STREET NW
WASHINGTON, DC 20005-1109

RECEIVED
FEDERAL ELECTION COMMISSION
92 OCT 21 PM 3:12

Writer's direct line

July 1, 1992

Mr. Thomas Kelley
250 Market Street
Portsmouth, NH 03801

Dear Mr. Kelley:

I am serving as counsel to The Tsongas Committee, Inc. with respect to certain election law matters.

In a review of campaign records, it has come to our attention that you may have made a loan in the amount of $25,000 to Nick Rizzo and/or The Tsongas Committee in 1991. To enable the Committee to complete a review and analysis of its financial affairs, I would appreciate your advising me of the following at your earliest convenience:

(1) the amount, if any, of the balance unpaid from the loan;

(2) whether any note, agreement or other documentation of the loan exists; and

(3) your understanding of the purpose for which the loan was sought.

I also wish to inform you that the Federal Election Commission may initiate an investigation into the circumstances of this loan over the next few months to determine whether the loan constituted a contribution in excess of the $1,000 per person contribution limit under federal law.

9704378362

Please call me at if you have any questions. Thank you in advance for your cooperation.

Sincerely yours,

L. Anthony Sutin

LAS:smc
Enclosures
3842w

9704378366

ATTACHMENT 4
Page 10 of 10

LAW OFFICES
NYMAN & GAFFNEY
ATTORNEYS

LEGAL ASSOCIATES PROFESSIONAL BUILDING
375 GORHAM STREET
LOWELL, MASSACHUSETTS 01852

PHILIP S NYMAN
KEVIN J GAFFNEY
KATHRYN F STEVENS
MARIA SHEEHY

TEL AREA CODE 508
459-0754
453-1321
FAX NO (508) 441-9291

September 26, 1992

Delanie DeWitt Painter,Esq.
Associate General Counsel
Federal Election Commission
999 E Street N.W.
Washington,D.C. 20463

Tsongas Committee Audit

Dear Ms. DeWitt Painter:

I represent Michael Spinelli of Chelmsford, Massachusetts to whom you addressed a subpoena and requested the answer to interrogatiories and made a request for production of documents in connection with a loan allegedly made to the Tsongas Committee.

In response to your request and in full accord with the phone conversation held last week between myself and the general counsel, we are complying in full with the requests.

Because of the nature of the offence and with full awareness of the privilege against self- incrimination, and with the advice of counsel, these documents and answers are submitted without signature and without the requisite oath.

If you or the Commission require further information, please make the request through this office and you may rest assured that full cooperation will be afforded.

Sincerely,

Philip S. Nyman, Esquire

PSN/mhd

cc. Michael Spinelli
35 Montview Road
Chelmsford, Ma. 01824
CERTIFIED MAIL
enclosures

ATTACHMENT 5
Page 1 of 13

printed on recycled paper

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The following is information regarding a loan which I made to the Tsongas Committee with all details therein.

Information noted as: NOTES, indicates that this information comes from my log book in regards to this transaction.

1. Please list the dates and amounts of any loans you made to The Tsongas Committee, and/or Nicholas Rizzo and/or Maria Rizzo and submit all documentation associated with the loan (s) including, but not limited to the canceled checks used to make the loan (s); any loan agreement or other note, memorandum, correspondence associated with the loan (s)

Answer: October 16, 1991, a loan was made to the Tsongas Committee in the amount of $ 20,000. Documents are included in the report.

2. Documents showing the outstanding balance of the loan (s) and a list of all payments received to date on the loan (s) including copies of checks and dates received.

   Loan was paid in full by a check of Nicholas Rizzo dated December 6, 1991. Check was received on December 7 or 8. Copy of check is enclosed with this report.

3. Documents and a written explanation relating to the loan (s), including, but not limited to, references to your understanding of the identify of the borrower; correspondence, memoranda or other documents indicating who solicited the loan, when the loan was solicited, how the loan was solicited; when repayment was expected.

   Answer:

   a. My understanding of the identity of the borrower.
      It was my understanding that the borrower was the Tsongas Committee.

   b. correspondence, memoranda or other documents indicating who solicited the loan, when the loan was solicited, how the loan was solicited; when repayment was expected.

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All memoranda and documents are attached.
On October 10, 1991, I was at a reception being held at the home of Roger C. Trudeau, 255 North Road, Chelmsford, MA,

In the course of the evening, Mr. and Mrs. Paul Tsongas arrived with Nicholas Rizzo.

Toward the end of the evening as his party was leaving, Mr. Rizzo asked that I visit him at his office at 11:00 AM on October 11, 1992

On October 11, 1992, 11:00 AM I met with him there. He asked for help in a loan against the receipt of matching federal funds due in the first of 1992 as they required $ 100,000 to kick off a television campaign in New Hampshire.

He said that they were short $ 42,000.

On October 15, 1991, Mr. Nicholas Rizzo came to my office to solicit the loan. I asked the question: Is this totally legal? Absolutely! was the response.

I next asked: Who is the debtor? Mr. Rizzo responded: The Tsongas Committee, but you can have my personal guarantee of repayment.

I next asked: Will it be repaid on time, as I must obtain the money and need to return it on a date certain?
Mr. Rizzo responded: Yes with a maximum being the end of January.

October 16, 1992, 3:15 PM, Mr. Rizzo and a Steven Joncas, 93 Hollyrood Avenue, Lowell, MA Mr. Rizzo picked up the check from me. I asked for a written note from him regarding the fact that it was against matching funds and guaranteed by Mr. Rizzo.

I was told that it would arrive in "A couple of weeks."

9704378666

Conclusion:

Not having heard from him in the "couple of weeks" I sent a letter to him asking for the note as I felt that all items like this must be kept in the open with ease of audit. My copy of this letter I have not yet located.

No response was forthcoming.

A check in full payment arrived on December 7 or 8, 1991.

4. Describe any contact that you had with Senator Paul Tsongas or any representative of his presidential campaign concerning the making or repayment of the loan (s)

Answer: All contact is described in question # 3 above.

5. Please list names and addresses of other persons you know to have made similar loans.

Answer: None to my knowledge.

6. Please list the dates and amount of any other contributions you made to the Tsongas Committee, and produce any documents relating to the making of these contributions, including, but not limited to, correspondence, memoranda or other documents indicating who solicited the contributions, how and when contributions were solicited.

Answer: I received an invitation to attend a banquet for Senator Paul Tsongas announcement. It was $ 1000 per ticket. I purchased one ticket. Copy of check enlcosed.

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9704378366

543

MICHAEL A. SPINELLI

October 16 1991

PAY TO THE ORDER OF Tsongas Committee $ 20,000.00

The sum of 20000 and 00 cts DOLLARS

ENTERPRISE BANK AND TRUST COMPANY

⑆011001670⑆ 01 10-17-91 9200 175

⑆011001670⑆ 01 10-17-91 7700 028

MEMO

Tsongas Committee

for deposit only

⑆011001670⑆ 01-148

ATTACHMENT 5

Page 5 of 13

ATTACHMENT 5
Page 6 of 13

NICHOLAS A. RIZZO
P. O. BOX 577
ANDOVER, MA 01810

6353

53-235/119

PAY TO THE ORDER OF Michael Spinelli

December 6 19 91

$ 20,000.00

THE SUM 20000 DOLLARS DOLLARS

20,000.00

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

BayBank
BayBank Middlesex
Massachusetts

Nicholas A Rizzo

310301471

9704378369

9704378367C

BayBank®

X 24 CIRRUS

ACKNOWLEDGEMENT
TRANSACTIONS ARE SUBJECT TO PROOF AND VERIFICATION
TRANSACTIONS WILL BE COMPLETED SUBJECT TO SUFFICIENT BALANCES

TODAY'S DATE	TIME	X-PRESS 24 DEPOSITS & TRANSFERS WILL BE CREDITED ON
12/09/91	13:56	12/09/91

LOCATION 0030348
15 DRUM HILL RD
CHELMSFORD, MA

ACCOUNT NUMBER

DEPOSIT TO CHKG/NOW/MMA
#2712 $20,227.58

NYCE

ATTACHMENT 5
Page 7 of 13

9704378367 1

MIKE:
BY ALL MEANS RESPOND
TO REFRESH YOUR MEMORY
I AM ENCL. A COPY OF
THE RE-PYMNT CHECK
INDICATING I pd YOU
FROM MY PERSONAL
FUNDS. Thanks.
Dith

ATTACHMENT 5
Page 5 of 13

9704378336672

10/10/91 Met Nick Rizzo at a Tsongas fund raiser dinner at the residence of Roger Trudeau in Chelmsford.
He Rizzo asked me to meet him at his office on 10/11/91, 11AM

10/11/91 Met w/ Rizzo at his office at 11AM.
He asked for help in a loan against expected Federal Funds (Matching) due in first of 1992
Needs $2000 to make 100 due fact it might show weakness in candidate, asked for a non disclosure.

10/15/91 10:30AM Mr Rizzo came to my office. My Question -
Q Totally legal to help.
A. Absolutely.
Q Who is debtor,
A. Tsongas Comm. but I

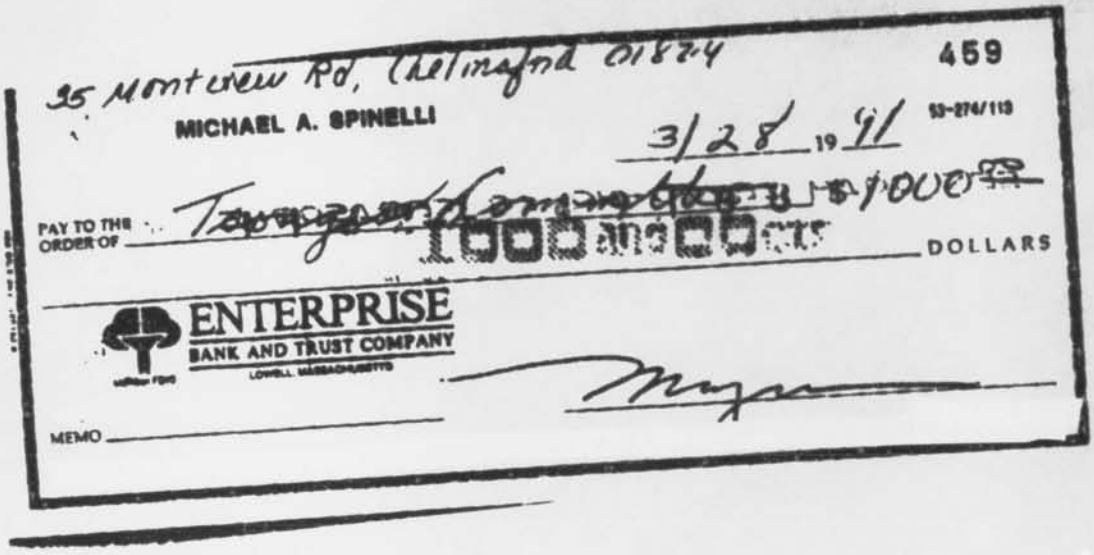
ATTACHMENT 5
Page 9 of 13

will guarantee the note.
Q Will it be paid on time
as I must obtain the
$ & need return it
on date Certain
A - Yes - Mat. End January
due receipt from Fed Gov -

I then stressed need to endure
interest as I want it to
be an arms length trans-
action.

10/16/91 Nick Rizzo & Stan Jonas
arrived 315 PM
Picked up loan check
$20000 for Tsongas Committee
Note to arrive in about 2
weeks against funds pledged
Held by Mr. Riggs.

9704378367 3



35 Montview Rd, Chelmsford 01824

459

MICHAEL A. SPINELLI

3/28 19 91

53-274/113

PAY TO THE ORDER OF Taxpayers for Romasco [illegible] $1000

1000 and 00 cts DOLLARS

ENTERPRISE
BANK AND TRUST COMPANY
LOWELL, MASSACHUSETTS

MEMO

Myra

9704378336774

PAY TO THE ORDER OF
BAYBANK MIDDLESEX
BURLINGTON, MA 01803
▲011302307▲
FOR DEPOSIT ONLY
CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

011001742

ATTACHMENT 5
Page 11 of 15

OGC 7103

Peter B. Caloyeras
4053 Redwood Avenue
Los Angeles, CA 90066

RECEIVED
FEDERAL ELECTION COMMISSION
92 OCT 26 AM 10: 56

October 23, 1992

VIA FAX #:202-219-3923

Federal Election Commission
999 E Street, NW
Washington, DC 20463

Attention: Lawrence M. Noble
General Counsel

RE: SUBPOENA AND ORDER TO SUBMIT WRITTEN ANSWERS
/THE TSONGAS COMMITTEE

Gentlemen:

Listed below are my answers to the questions as requested in the Subpoena served "To Produce Documents Order to Submit Written Answers":

Question No. 1

Please list the dates and amounts of any loans you made to The Tsongas Committee and/or Nicholas Rizzo and/or Maria Rizzo, and submit all documentation associated with the loan(s) including, but not limited to, the canceled checks used to make the loan(s); any loan agreement or other note, memorandum or correspondence associated with the loan(s).

Answer to Question No. 1:

I met with Nick Rizzo on Saturday, September 21, 1991 at the Biltmore Hotel in Los Angeles, California and he requested to borrow on behalf of The Tsongas For President Committee $10,000.00 to be repaid when Government matching funds were received by them. (I vaguely remember February, 1992 was mentioned as the date for repayment).

Question No. 2:

Documents showing the outstanding balance of the loan(s) and a list of all payments received to date on the loan(s), including copies of checks and dates received.

ATTACHMENT 6
Page 1 of 3

OCT-22-92 FRI 16:52 MAGNETIKA INC. P.01

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Answer to Question No. 2:

No documents available, except copy of my cancelled check No. 1577 in the amount of $10,000.00 which is the total amount of the loan. No repayments have been received as of this date.

Question No. 3:

Documents and a written explanation relating to the making of loan(s), including, but not limited to, references to your understanding of the identity of the borrower; correspondence, memoranda or other documents indicating who solicited the loan, when the loan was solicited, how the loan was solicited; and when repayment was expected.

Answer to Question No. 3:

I understood that Nick Rizzo was the National Finance Chairman for The Tsongas for President Committee. Mr. Rizzo solicited the loan verbally and I mailed the $10,000.00 to him in the form of a check, (copy attached).

Question No. 4:

Describe any contact you have had with Senator Paul Tsongas or any representative of his presidential campaign concerning the making or repayment of the loan(s).

Answer to Question No. 4:

I have not discussed repayment of the loan with Paul Tsongas and I only had contact with an attorney from Washington regarding this loan. I had placed a couple of calls to Nick Rizzo (about two months ago), but did not get a call back.

Question No. 5:

Please list names and addresses of other persons you know to have made similar loans.

Answer to Question No. 5:

I know of no one who has made similar loans.

ATTACHMENT 6
Page 2 of 3

9704378376

OCT-22-92 FRI 16:52 MAGNETIKA INC. P.02

Question No. 6:

Please list the dates and amounts of any other contributions you have made to The Tsongas Committee, and produce any documents relating to the making of those contributions, including, but not limited to, correspondence, memoranda or other documents indicating who solicited the contributions, how and when the contributions were solicited.

Answer to Question No. 6:

On June 28, 1992, I made a contribution for $1,000.00 to The Tsongas Committee. I believe solicitation was made by Nick Rizzo, although I met with Paul Tsongas around that time and may have given the check to him.

I, Peter B. Caloyeras, hereby declare under oath that the above answers are true and given to the best of my knowledge.

Very truly yours,

Peter B. Caloyeras

PBC/nt
pbc/fedcom.2

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ATTACHMENT 6
Page 3 of 3

OCT-22-92 FRI 16:54 MAGNETIKA INC. P.03

RECEIVED
FEDERAL ELECTION COMMISSION
92 NOV -3 AM 9:00

AFFIDAVIT OF LAWRENCE ANSIN

I, Lawrence J. Ansin, of 61 Possum Road, Weston, Massachusetts, hereby depose and say under oath, in response to the Subpoena and Order dated September 2, 1992, as follows:

QUESTION No. 1

Please list the dates and amounts of any loans you made to The Tsongas Committee and/or Nicholas Rizzo and/or Maria Rizzo, and submit all documentation associated with the loan(s) including, but not limited to, the cancelled checks used to make the loan(s); any loan agreement or other note, memorandum, or correspondence associates with the loan(s).

RESPONSE

The only loan made by Lawrence Ansin to The Tsongas Committee, Nicholas Rizzo, and/or Maria Rizzo for the periods specified, was a loan made to The Tsongas Committee on March 10, 1991. The only document associated with this loan is the cancelled check which has been previously provided to you (a copy of which is attached) and which clearly specifies in the bottom left-hand portion of the check that it was a loan. To the best of Mr. Ansin's information and belief, there is no loan agreement, note, memorandum, or correspondence associated with this loan. This loan was made at the exploratory stage of Mr. Tsongas' candidacy for President. Mr. Ansin was not made aware by Mr. Rizzo of any limitation on the size of the loan that could be made. He assumed that Mr. Rizzo would comply with any and all legal requirements regarding the loan.

QUESTION No. 2

Documents showing the outstanding balance of the loan(s) and list of payments received to date on the loan(s), including copies of checks and dates received.

RESPONSE

The outstanding balance of the loan dated March 10, 1991 is $100,000. There have been no payments received to date on the loan.

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QUESTION No. 3

Documents and a written explanation relating to the making of the loan(s), including, but not limited to, references to your understanding of the identity of the borrower; correspondence, memoranda or other documents indicating who solicited the loan, when the loan was solicited, how the loan the loan was solicited; and when repayment was expected.

RESPONSE

There are no documents other than the cancelled check relating to the March 10, 1991 loan.

Mr. Ansin was approached by Nicholas Rizzo on or about March 10, 1991 to make a loan to The Tsongas Committee. The borrower was The Tsongas Committee. The loan was solicited in person by Mr. Rizzo. Mr. Rizzo told Mr. Ansin that the loan would be repaid on or about June 30, 1991. There was never any indication to Mr. Ansin by Mr. Rizzo that any portion of the funds would be used for any purpose other than to underwrite the cost of a "white paper" being used by Mr. Tsongas to explore the viability of his candidacy. Mr. Rizzo told Mr. Ansin that the loan was proper and legal.

QUESTION No. 4

Describe any contact you have had with Senator Paul Tsongas or any representative of his presidential campaign concerning the making or repayment of the loan(s).

RESPONSE

To the best of his information and belief, Mr. Ansin had no contact with Mr. Tsongas regarding the loan between January 1, 1991 and June 30, 1992. The first and only contact Mr. Ansin had with Senator Tsongas was on or about June 30, 1992, in which Senator Tsongas informed Mr. Ansin that Mr. Rizzo had diverted funds from the campaign.

Mr. Ansin did have contact with Mr. Rizzo on or about June 30, 1991 regarding the repayment of the loan. On that occasion, Mr. Rizzo contacted Mr. Ansin to tell him that the campaign would be unable to repay the loan by June 30, 1991, but that the loan would be repaid at a later date. To the best of his information and belief, there had been no other communications by Mr. Ansin with any representatives of the Tsongas campaign concerning the making or the repayment of the loan.

ATTACHMENT 7
Page 3 of 4

9704383679

QUESTION No. 5

Please list names and addresses of other persons to have made similar loans.

RESPONSE

Mr. Ansin has no personal knowledge as to any other persons who made similar loans to The Tsongas Committee.

QUESTION No. 6

Please list the dates and amounts of any other contributions you have made to The Tsongas Committee, and produce any documents relating to the making of those contributions, including, but not limited to, correspondence, memoranda or other documents indicating who solicited the contributions, how and when the contributions were solicited.

RESPONSE

None.

Signed under the pains and penalties of perjury this 2nd day of November 1992.

Lawrence J. Ansin

203909.1

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OGC 7140
Bright - Coleman

COVINGTON & BURLING
1201 PENNSYLVANIA AVENUE, N.W.
P.O. BOX 7566
WASHINGTON, D.C. 20044
(202) 662-6000

TELEFAX: (202) 662-6291
TELEX: 89-593 (COVLING WSH)
CABLE: COVLING

ADDRESS HOUSE
48 HERTFORD STREET
LONDON W1Y7TF ENGLAND
TELEPHONE: 44-71-495-5655
TELEFAX: 44-71-495-3101

BRUSSELS CORRESPONDENT OFFICE
44 AVENUE DES ARTS
BRUSSELS 1040 BELGIUM
TELEPHONE 32-2-512-9890
TELEFAX 32-2-502-1598

RICHARD D. SHORE
DIRECT DIAL NUMBER
(202) 662-5452

October 26, 1992

92 OCT 26 PM 2:32

RECEIVED
FEDERAL ELECTION COMMISSION

BY HAND

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

Re: Elkin McCallum

Dear Ms. Johnson:

Enclosed please find the response of Elkin McCallum to the Request for Production of Documents and Order to Submit Written Answers propounded by the Federal Election Commission on September 2, 1992, in connection with the Commission's audit of The Tsongas Committee.

We have enclosed a duplicate copy of the response to be date-stamped and returned for our files.

Sincerely yours,

Richard D. Shore

Enclosures

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ATTACHMENT 8
Page 1 of 28

RESPONSE OF ELKIN McCALLUM TO F.E.C.'S
REQUEST FOR PRODUCTION OF DOCUMENTS AND INTERROGATORIES

1. Please list the dates and amounts of any loans you made to The Tsongas Committee and/or Nicholas Rizzo and/or Maria Rizzo, and submit all documentation associated with the loan(s) including, but not limited to, the canceled checks used to make the loan(s); any loan agreement or other note, memorandum or correspondence associated with the loan(s).

Response to No. 1:

Three loans were made. The first is evidenced by a check dated August 13, 1992 in the amount of $100,000 made payable to (and endorsed by) The Tsongas Committee (EM 0008-0009) and by a note dated August 1, 1991 made payable to Elkin McCallum. (EM 0010) The second is evidenced by a check dated October 21, 1991 in the amount of $50,000 made payable to (and endorsed by) The Tsongas Committee. (EM 0019-0020) The third is evidenced by a check dated February 10, 1992 made payable to Nick Rizzo (and endorsed by N. Rizzo). (EM 0041-0042)

In late April 1992, when asked by Mr. McCallum's accountant, Robert Kozik, for documentation concerning the loans, Mr. Rizzo provided Mr. Kozik with F.E.C. Schedule C-P forms (EM 0046-0050) as well as with a copy of a document discussing the "exploratory activities" exception. (EM 0051)

Correspondence relating to the loans consists of five letters dated May 22, 1992, July 1, 1992, July 6, 1992, August 6, 1992 and August 17, 1992, respectively. (EM 0052-0063)

2. Documents showing the outstanding balance of the loan(s) and a list of all payments received to date on the loan(s), including copies of checks and dates received.

Response to No. 2:

The only documents reflecting the outstanding balance of the loans are the three checks and the Note referenced in the Response to No. 1 (EM 0008-0010; 0019-0020; 0041-0042). No payments have been received to date. A statement of The Tsongas Committee's position on repayment is contained in a letter dated August 17, 1992 from L. Anthony Sutin, Esq. to Rudolph F. Pierce, Esq. (EM 0062-0063).

92 OCT 26 PM 2:32

FEDERAL ELECTION COMMISSION

ATTACHMENT 8
Page 2 of 18

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3. Documents and a written explanation relating to the making of loan(s), including, but not limited to, references to your understanding of the identity of the borrower; correspondence, memoranda or other documents indicating who solicited; and when repayment was expected.

Response to No. 3:

In May 1991, Steven Joncas, a friend and business associate of Paul Tsongas, telephoned Elkin McCallum and requested that he purchase a $1,000 ticket to a Tsongas fundraiser to be held at the Park Plaza Hotel in Boston, MA. Mr. McCallum purchased a ticket, but did not attend the event.

Several weeks later, Mr. Joncas telephoned Mr. McCallum requesting that Mr. McCallum assist Mr. Tsongas in qualifying for federal matching funds. Mr. McCallum agreed to assist the Tsongas campaign with its efforts in North Carolina, where Mr. McCallum has a number of friends and business aquaintances. Copies of letters dated June 13, 1991 sent out by Mr. McCallum as part of this effort have been produced. (EM 0001-0005)

Sometime thereafter, at Mr. McCallum's office in Tyngsboro, MA, Mr. Joncas introduced Mr. McCallum to Nicholas Rizzo, whom Mr. Joncas described as the Chief Fund Raiser for The Tsongas Committee. The introduction may have taken place on August 12, 1991. Mr. McCallum does not recall the exact date.

On the afternoon of August 12, 1991, Mr. Rizzo and Mr. McCallum met at Mr. McCallum's office in Tyngsboro, MA. During this meeting, Mr. Rizzo asked whether Mr. McCallum would be willing to make a loan of $100,000 to the Tsongas campaign. Mr. Rizzo indicated that the money would be repaid within a "couple of months." Mr. Rizzo stated that once Mr. Tsongas qualified for federal matching funds, banks would be willing to loan the campaign money using the matching funds as collateral. From these loan proceeds, Mr. Rizzo stated that Mr. McCallum's loan would be repaid. Mr. Rizzo also assured Mr. McCallum of the legality of the loan and stated that the loan proceeds would be used for "exploratory" expenses.

Mr. McCallum thereafter wrote a check dated August 13, 1991 in the amount of $100,000 payable to "The Tsongas Committee." (EM 0008-0009) The check noted that it represented a "loan." Mr. Rizzo picked up the check at Mr. McCallum's offices in Tyngsboro, MA on August 13, 1991, although Messrs. McCallum and Rizzo did not meet on that date.

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Mr. McCallum repeatedly requested that Mr. Rizzo provide him with a note evidencing the August 13, 1991 loan. In early September 1991, Mr. Rizzo provided Mr. McCallum with a note in the principal amount of $100,000 with Mr. Rizzo as the maker. (EM 0010-0011) When Mr. McCallum questioned why Mr. Rizzo was the maker and not The Tsongas Committee, Mr. Rizzo stated that eventually the note would be replaced by a note from The Tsongas Committee and that the note from Mr. Rizzo was being provided in the interim because Mr. McCallum had been pressing Mr. Rizzo for documentation of the loan. Mr. McCallum did not notice at the time that the note was dated August 1, 1991, not August 13, 1991, the date upon which the loan was actually made.

Some time after August 13, 1991, Mr. Rizzo asked Mr. McCallum to assist in organizing Tsongas fundraisers in Massachusetts and North Carolina. Mr. McCallum agreed to do so.

On October 21, 1991, Mr. Rizzo and Tricia Melvin, another Tsongas campaign worker, met with Mr. McCallum at Mr. McCallum's office in Tyngsboro, MA to dicuss arrangements for the North Carolina fundraiser. (EM 0017-0018) Mr. McCallum's Administrative Assistant, Cindi Parker, was also present.

Immediately following this meeting, Mr. McCallum invited Mr. Rizzo to Mr. McCallum's home to view some landscaping. While at Mr. McCallum's home, Mr. Rizzo asked Mr. McCallum to loan The Tsongas Committee an additional $50,000. Mr. Rizzo stated that Mr. Tsongas had not yet qualified for federal matching funds and, therefore, the exploratory expenditures account was still open and active. He added that The Tsongas Committee would have to close the exploratory expenditures account when Mr. Tsongas qualified for federal matching funds in the near future, at which time The Tsongas Committee would establish new accounts and Mr. McCallum's loans would be repaid. Mr. Rizzo further stated that this loan would be one of the last deposits to the exploratory activities account.

Thereafter, Mr. McCallum wrote a check dated October 21, 1991, in the amount of $50,000 payable to "The Tsongas Committee." (EM 0019-0020) Due solely to an oversight, Mr. McCallum did not note on the check that it represented a loan. Mr. McCallum subsequently requested documentation of this loan, and a replacement note for the August 13, 1991 loan, from Mr. Rizzo on numerous occasions. No documentation was forthcoming.

On February 10, 1992, Mr. Rizzo telephoned Mr. McCallum and asked for an additional loan of $100,000 to pay for political advertisements in New Hampshire. Mr. Rizzo stated that while Mr. McCallum had "reached his limit" on

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loaning funds to The Tsongas Committee, Mr. Rizzo had not. Accordingly, he asked Mr. McCallum to loan the $100,000 to him so that he could then loan the money to The Tsongas Committee. He again assured Mr. McCallum that the transaction was legal. Therafter, Mr. McCallum wrote a check in the amount of $100,000 payable to "N. Rizzo." (EM 0041-0042.) Mr. McCallum noted on the check that it represented a loan. Despite numerous requests by Mr. McCallum, Mr. Rizzo never provided a note for this loan.

In March 1992, still not having received the promised loan documentation from Mr. Rizzo, Mr. McCallum contacted his accountant, Robert Kozik at Peat, Marwick & Mitchell in Providence, Rhode Island. Mr. McCallum explained the circumstances surrounding his loans to the Tsongas campaign to Mr. Kozik and asked him to pursue the matter with Mr. Rizzo. Mr. Kozik thereafter contacted Mr. Rizzo on several occasions to obtain documentation relating to the loans; specifically requesting documents establishing that the proceeds of the first two loans had been deposited to "exploratory" accounts as represented by Mr. Rizzo.

Shortly after the Tsongas campaign was suspended, Mr. McCallum telephoned Mr. Rizzo to inquire as to why documentation had not been forthcoming. Mr. Rizzo stated that documentation was difficult to locate because the office where such records were maintained was being shut down. Mr. McCallum demanded that Mr. Kozik be provided with the documentation.

In late April 1992, Mr. Rizzo did send Mr. Kozik a number of F.E.C. Schedule C-P forms (EM 0046-0050) and a copy of a document describing the "exploratory activities" exception. (EM 0051)

After additional time passed without further documentation being provided, Mr. McCallum again telephoned Mr. Rizzo. During this conversation, Mr. Rizzo told Mr. McCallum that he (Rizzo) had been diagnosed with liver cancer and that he was being admitted to the Dana Farber Institute for treatment. Mr. McCallum did not pursue the matter further with Mr. Rizzo during this telephone conversation.

At about this same time, Mr. McCallum telephoned Mr. Joncas and explained to him the difficulties he had encountered with Mr. Rizzo.

On May 22, 1992, Mr. McCallum wrote to Mr. Rizzo expressing Mr. McCallum's concern over Mr. Rizzo's failure to provide the loan documentation requested by Mr. Kozik. (EM 0052) Shortly thereafter, Mr. Rizzo made an appointment with Mr. McCallum to discuss the loan issue. Mr. Rizzo did not keep that appointment.

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On July 6, 1992, after Mr. Rizzo had cancelled his appointment with Mr. McCallum, Mr. McCallum again wrote Mr. Rizzo stating that he intended to have his attorneys contact other members of The Tsongas Committee concerning the loans. (EM 0055-56.) Mr. McCallum never received a reply to this letter.

That same day, Mr. McCallum received a letter from L. Anthony Sutin, Esq., counsel to The Tsongas Committee, concerning the loans to the Tsongas campaign. (EM 0053-0054) Mr. McCallum thereafter telephoned Mr. Joncas. During the ensuing conversation, Mr. Joncas revealed that Mr. Rizzo had, without authorization, opened a bank account in the name of The Tsongas Committee into which he had deposited funds obtained from individuals who believed that they were dealing with The Tsongas Committee.

The next day, Mr. McCallum received a telephone call from Mr. Tsongas reiterating what Mr. Joncas had told him about the unauthorized bank account established by Mr. Rizzo. Specifically, Mr. Tsongas stated that the campaign had hired an investigator in February 1992 in response to reports received from a number of individuals that they had not received any acknowledgment of their contributions to the Tsongas campaign - contributions for which the The Tsongas Committee had no record. Dennis Kanin, Mr. Tsongas' Campaign Manager, also participated in this conversation.

The next morning, Mr. Joncas telephoned Mr. McCallum and informed him that Mr. Rizzo had been confronted with the evidence against him and that he did not have a sufficient explanation.

Finally, Mr. McCallum was also in Mr. Rizzo's company on the following dates: August 29, 1991, November 15, 1991, November 19, 1991, November 21, 1991, December 15, 1991, January 10, 1992, January 23, 1992, March 25, 1992, March 31, 1992 and April 6, 1992. While Mr. McCallum cannot recall specifically whether the loans were discussed with Mr. Rizzo on any particular date(s), it is likely that on one or more of these dates he inquired of Mr. Rizzo as to repayment and/or documentation of the loans.

4. Describe any contact you have had with Senator Paul Tsongas or any representative of his presidential campaign concerning the making or repayment of the loan(s).

Response to No. 4:

In May 1991, Steven Joncas, a friend and business associate of Paul Tsongas, telephoned Elkin McCallum and requested that he purchase a $1,000 ticket to a Tsongas fundraiser to

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be held at the Park Plaza Hotel in Boston, MA. Mr. McCallum purchased a ticket, but did not attend the event.

Several weeks later, Mr. Joncas telephoned Mr. McCallum requesting that Mr. McCallum assist Mr. Tsongas in qualifying for federal matching funds. Mr. McCallum agreed to assist the Tsongas campaign with its efforts in North Carolina, where Mr. McCallum has a number of friends and business aquaintances. Copies of letters dated June 13, 1991 sent out by Mr. McCallum as part of this effort have been produced. (EM 0001-0005)

Sometime thereafter, at Mr. McCallum's office in Tyngsboro, MA, Mr. Joncas introduced Mr. McCallum to Nicholas Rizzo, whom Mr. Joncas described as the Chief Fund Raiser for The Tsongas Committee. The introduction may have taken place on August 12 , 1991. Mr. McCallum does not recall the exact date.

On the afternoon of August 12, 1991, Mr. Rizzo and Mr. McCallum met at Mr. McCallum's office in Tyngsboro, MA. During this meeting, Mr. Rizzo asked whether Mr. McCallum would be willing to make a loan of $100,000 to the Tsongas campaign. Mr. Rizzo indicated that the money would be repaid within a "couple of months." Mr. Rizzo stated that once Mr. Tsongas qualified for federal matching funds, banks would be willing to loan the campaign money using the matching funds as collateral. From these loan proceeds, Mr. Rizzo stated that Mr. McCallum's loan would be repaid. Mr. Rizzo also assured Mr. McCallum of the legality of the loan and stated that the loan proceeds would be used for "exploratory" expenses.

Mr. McCallum thereafter wrote a check dated August 13, 1991 in the amount of $100,000 payable to "The Tsongas Committee." (EM 0008-0009) The check noted that it represented a "loan." Mr. Rizzo picked up the check at Mr. McCallum's offices in Tyngsboro, MA on August 13, 1991, although Messrs. McCallum and Rizzo did not meet on that date.

Mr. McCallum repeatedly requested that Mr. Rizzo provide him with a note evidencing the August 13, 1991 loan. In early September 1991, Mr. Rizzo provided Mr. McCallum with a note in the principal amount of $100,000 with Mr. Rizzo as the maker. (EM 0010-0011) When Mr. McCallum questioned why Mr. Rizzo was the maker and not The Tsongas Committee, Mr. Rizzo stated that eventually the note would be replaced by a note from The Tsongas Committee and that the note from Mr. Rizzo was being provided in the interim because Mr. McCallum had been pressing Mr. Rizzo for documentation of the loan. Mr. McCallum did not notice at the time that the note was dated August 1, 1991, not August 13, 1991, the date upon which the loan was actually made.

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Some time after August 13, 1991, Mr. Rizzo asked Mr. McCallum to assist in organizing Tsongas fundraisers in Massachusetts and North Carolina. Mr. McCallum agreed to do so.

On October 21, 1991, Mr. Rizzo and Tricia Melvin, another Tsongas campaign worker, met with Mr. McCallum at Mr. McCallum's office in Tyngsboro, MA to dicuss arrangements for the North Carolina fundraiser. (EM 0017-0018) Mr. McCallum's Administrative Assistant, Cindi Parker, was also present.

Immediately following this meeting, Mr. McCallum invited Mr. Rizzo to Mr. McCallum's home to view some landscaping. While at Mr. McCallum's home, Mr. Rizzo asked Mr. McCallum to loan The Tsongas Committee an additional $50,000. Mr. Rizzo stated that Mr. Tsongas had not yet qualified for federal matching funds and, therefore, the exploratory expenditures account was still open and active. He added that The Tsongas Committee would have to close the exploratory expenditures account when Mr. Tsongas qualified for federal matching funds in the near future, at which time The Tsongas Committee would establish new accounts and Mr. McCallum's loans would be repaid. Mr. Rizzo further stated that this loan would be one of the last deposits to the exploratory activities account.

Thereafter, Mr. McCallum wrote a check dated October 21, 1991, in the amount of $50,000 payable to "The Tsongas Committee." (EM 0019-0020) Due solely to an oversight, Mr. McCallum did not note on the check that it represented a loan. Mr. McCallum subsequently requested documentation of this loan, and a replacement note for the August 13, 1991 loan, from Mr. Rizzo on numerous occasions. No documentation was forthcoming.

On February 10, 1992, Mr. Rizzo telephoned Mr. McCallum and asked for an additional loan of $100,000 to pay for political advertisements in New Hampshire. Mr. Rizzo stated that while Mr. McCallum had "reached his limit" on loaning funds to The Tsongas Committee, Mr. Rizzo had not. Accordingly, he asked Mr. McCallum to loan the $100,000 to him so that he could then loan the money to The Tsongas Committee. He again assured Mr. McCallum that the transaction was legal. Therafter, Mr. McCallum wrote a check in the amount of $100,000 payable to "N. Rizzo." (EM 0041-0042.) Mr. McCallum noted on the check that it represented a loan. Despite numerous requests by Mr. McCallum, Mr. Rizzo never provided a note for this loan.

In March 1992, still not having received the promised loan documentation from Mr. Rizzo, Mr. McCallum contacted his accountant, Robert Kozik at Peat, Marwick & Mitchell in

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Providence, Rhode Island. Mr. McCallum explained the circumstances surrounding his loans to the Tsongas campaign to Mr. Kozik and asked him to pursue the matter with Mr. Rizzo. Mr. Kozik thereafter contacted Mr. Rizzo on several occasions to obtain documentation relating to the loans; specifically requesting documents establishing that the proceeds of the first two loans had been deposited to "exploratory" accounts as represented by Mr. Rizzo.

Shortly after the Tsongas campaign was suspended, Mr. McCallum telephoned Mr. Rizzo to inquire as to why documentation had not been forthcoming. Mr. Rizzo stated that documentation was difficult to locate because the office where such records were maintained was being shut down. Mr. McCallum demanded that Mr. Kozik be provided with the documentation.

In late April 1992, Mr. Rizzo did send Mr. Kozik a number of F.E.C. Schedule C-P forms (EM 0046-0050) and a copy of a document describing the "exploratory activities" exception. (EM 0051)

After additional time passed without further documentation being provided, Mr. McCallum again telephoned Mr. Rizzo. During this conversation, Mr. Rizzo told Mr. McCallum that he (Rizzo) had been diagnosed with liver cancer and that he was being admitted to the Dana Farber Institute for treatment. Mr. McCallum did not pursue the matter further with Mr. Rizzo during this telephone conversation.

At about this same time, Mr. McCallum telephoned Mr. Joncas and explained to him the difficulties he had encountered with Mr. Rizzo.

On May 22, 1992, Mr. McCallum wrote to Mr. Rizzo expressing Mr. McCallum's concern over Mr. Rizzo's failure to provide the loan documentation requested by Mr. Kozik. (EM 0052) Shortly thereafter, Mr. Rizzo made an appointment with Mr. McCallum to discuss the loan issue. Mr. Rizzo did not keep that appointment.

On July 6, 1992, after Mr. Rizzo had cancelled his appointment with Mr. McCallum, Mr. McCallum again wrote Mr. Rizzo stating that he intended to have his attorneys contact other members of The Tsongas Committee concerning the loans. (EM 0055-56.) Mr. McCallum never received a reply to this letter.

That same day, Mr. McCallum received a letter from L. Anthony Sutin, Esq., counsel to The Tsongas Committee, concerning the loans to the Tsongas campaign. (EM 0053-0054) Mr. McCallum thereafter telephoned Mr. Joncas. During the ensuing conversation, Mr. Joncas revealed that Mr. Rizzo had, without authorization, opened a bank account

9704378389

in the name of The Tsongas Committee into which he had deposited funds obtained from individuals who believed that they were dealing with The Tsongas Committee.

The next day, Mr. McCallum received a telephone call from Mr. Tsongas reiterating what Mr. Joncas had told him about the unauthorized bank account established by Mr. Rizzo. Specifically, Mr. Tsongas stated that the campaign had hired an investigator in February 1992 in response to reports received from a number of individuals that they had not received any acknowledgment of their contributions to the Tsongas campaign - contributions for which the The Tsongas Committee had no record. Dennis Kanin, Mr. Tsongas' Campaign Manager, also participated in this conversation.

The next morning, Mr. Joncas telephoned Mr. McCallum and informed him that Mr. Rizzo had been confronted with the evidence against him and that he did not have a sufficient explanation.

Finally, Mr. McCallum was also in Mr. Rizzo's company on the following dates: August 29, 1991, November 15, 1991, November 19, 1991, November 21, 1991, December 15, 1991, January 10, 1992, January 23, 1992, March 25, 1992, March 31, 1992 and April 6, 1992. While Mr. McCallum cannot recall specifically whether the loans were discussed with Mr. Rizzo on any particular date(s), it is likely that on one or more of these dates he inquired of Mr. Rizzo as to repayment and/or documentation of the loans.

5. Please list the names and addresses of other persons you know to have made similar loans.

Response to No. 5:

Lawrence J. Ansin
61 Possum Road
Weston, Massachusetts 02193

6. Please list the dates and amounts of any other contributions you have made to The Tsongas Committee, and produce any documents relating to the making of those contributions, including, but not limited to, correspondence, memoranda or other documents indicating who solicited the contributions, how and when the contributions were solicited.

Response to No. 6:

Interrogatory No. 6 uses the term "other contributions." It should be noted that Mr. McCallum did not understand that his loans to The Tsongas Committee were "contributions" subject to campaign financing laws.

ATTACHMENT 8
Page 10 of 18

9704378360C

In April 1991, Elkin McCallum purchased a ticket to a Paul Tsongas fund raiser to be held at the Park Plaza Hotel in Boston, Massachusetts. The ticket cost $1,000.00. Mr. McCallum did not attend the fund raiser. Mr. McCallum's purchase of the ticket was solicited in a telephone call between Steven Joncas and Mr. McCallum in April 1991. The purchase is evidenced by check no. 299 drawn on Mr. McCallum's account with A.G. Edwards & Sons, Inc. and made payable to The Tsongas Committee. A copy of the check has been produced. (0068) A redacted copy of Mr. McCallum's account at A.G. Edwards & Son, Inc. showing the relevant entry (EM 0066) has also been produced. (EM 0064-0067)

Signed under pain and penalties of perjury this 23rd day of October 1992.

Elkin McCallum

1743

9704378360 1

ATTACHMENT 8
Page 11 of 78

JOAN FABRICS

JOAN FABRICS CORPORATION
Corporate Headquarters
100 Vesper Executive Park
Tyngsboro, MA 01879-2710
Office: (508) 649-5626

June 13, 1991

Mr. Robert T. Davis
Wrap Spun Yarns, Inc.
P.O. Box 1509
Shelby, NC 28150

Dear Bob:

You will be receiving in the mail from me this week a request to assist Paul Tsongas in his attempt to qualify in North Carolina for matching Federal money in his run for the Presidency of the United States.

Normally I don't get involved in politics but in this case I have made an exception.

Paul is from Lowell and although his candidacy is a long shot, I feel that he is going to do a lot better than most people think.

As a personal favor, I ask for your help.

Regards,

JOAN FABRICS CORPORATION

Elkin McCallum
President

EM/clp

9704378362 2

HOME FURNISHINGS

FAX: 704-865-1663

JOAN FABRICS

JOAN FABRICS CORPORATION
Corporate Headquarters
100 Vesper Executive Park
Tyngsboro, MA 01879-2710
Office: (508) 649-5626

June 13, 1991

Mr. Charles A. Hayes
Guilford Mills, Inc.
P.O. Box 26969
Greensboro, NC 27419-6969

Dear Chuck:

You will be receiving in the mail from me this week a request to assist Paul Tsongas in his attempt to qualify in North Carolina for matching Federal money in his run for the Presidency of the United States.

Normally I don't get involved in politics but in this case I have made an exception.

Paul is from Lowell and although his candidacy is a long shot, I feel that he is going to do a lot better than most people think.

As a personal favor, I ask for your help.

Regards,

JOAN FABRICS CORPORATION

Elkin McCallum
President

EM/clp

9704378362 3

HOME FURNISHINGS COUNCIL

FAX: 919-854-6967

SALES OFFICES/SHOWROOMS: CHICAGO • HICKORY, N.C. • HIGH POINT, N.C. • LOS ANGELES • TUPELO, MISS.

JOAN FABRICS

JOAN FABRICS CORPORATION
Corporate Headquarters
100 Vesper Executive Park
Tyngsboro, MA 01879-2710
Office: (508) 649-5626

June 13, 1991

Mr. J.B. Davis
Klaussner Furniture Ind., Inc.
Drawer 220
Asheboro, NC 27203

Dear J.B.:

You will be receiving in the mail from me this week a request to assist Paul Tsongas in his attempt to qualify in North Carolina for matching Federal money in his run for the Presidency of the United States.

Normally I don't get involved in politics but in this case I have made an exception.

Paul is from Lowell and although his candidacy is a long shot, I feel that he is going to do a lot better than most people think.

As a personal favor, I ask for your help.

Regards,

JOAN FABRICS CORPORATION

Elkin McCallum
President

EM/clp

9704378360 4

ATTACHMENT 8
Page 14 of 28

FAX: 919-626-0905

JOAN FABRICS

JOAN FABRICS CORPORATION
Corporate Headquarters
100 Vesper Executive Park
Tyngsboro, MA 01879-2710
Office: (508) 649-5626

June 13, 1991

Mr. Dalton McMichael
MacField Inc.
Box 737
Madison, NC 27025

Dear Dalton:

You will be receiving in the mail from me this week a request to assist Paul Tsongas in his attempt to qualify in North Carolina for matching Federal money in his run for the Presidency of the United States.

Normally I don't get involved in politics but in this case I have made an exception.

Paul is from Lowell and although his candidacy is a long shot, I feel that he is going to do a lot better than most people think.

As a personal favor, I ask for your help.

Regards,

JOAN FABRICS CORPORATION

Elkin McCallum
President

EM/clp

9704378362 5

HOME FURNISHINGS COUNCIL

ATTACHMENT 6
Page 15 of 28

FAX: 919-427-1532

JOAN FABRICS

JOAN FABRICS CORPORATION
Corporate Headquarters
100 Vesper Executive Park
Tyngsboro, MA 01879-2710
Office: (508) 649-5626

June 13, 1991

Mr. J.M. Carstarphen
Pharr Yarns Inc.
Main Street
McAdenville, NC 28101

Dear Bip:

You will be receiving in the mail from me this week a request to assist Paul Tsongas in his attempt to qualify in North Carolina for matching Federal money in his run for the Presidency of the United States.

Normally I don't get involved in politics but in this case I have made an exception.

Paul is from Lowell and although his candidacy is a long shot, I feel that he is going to do a lot better than most people think.

As a personal favor, I ask for your help.

Regards,

JOAN FABRICS CORPORATION

Elkin McCallum
President

EM/clp

9704378366

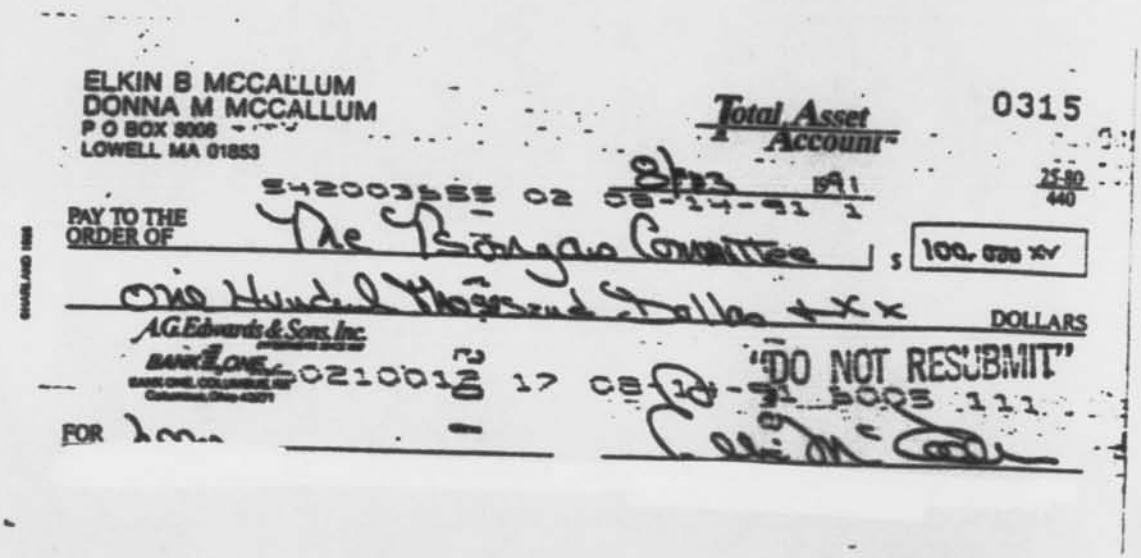
JOAN FABRICS

"During the course of your visit to Joan Fabrics Corporation, you may be exposed to information and processes that are proprietary and confidential in nature. We ask that you respect our openness and candor as a Company and treat the information received in the strictest of confidence"

Elkin McCallum
President CEO
Joan Fabrics Corporation

Date	Visitor's Name	Company	License Plate No.	Time	Visiting
8/9/91	Chip Greer	[illegible]	[illegible]	11:00	Bob [illegible]
8/9/91	[illegible]	City Condens	310380 NH	1:05	plants
8/9/91	Steven [illegible]			1:11	Richard [illegible]
8/12/91	Ty Cottam	KPMG	C. 80	8.00	AUDIT
8/12/91	Roberta Roberts	KPMG	XR 27 RI	8 15	Acct
8/12/91	Steven [illegible]	[illegible]	601 HVZ		
	Nick Rizzo	[illegible] Comm			
	Mark Thomann	" "			
	John [illegible]				
	Don Herzig	VARGO	394 VLI	9:55 10:05	
8-12-91	Don McCammon	[illegible]	78817 MA	1:15	
8/12	[illegible]	CNA	924 TAG	2:30	
8/12	Ken [illegible]	XEROX		15:00	Cindy [illegible]
8/12	Phil McBryde / John B. Baker	[illegible]	103-MRL	15:55	P. Richards
8/13/91	Ty Cottam	KPMG	T. 60 MA	7:45	AUDIT
8/13/91	R Roberts	KPMG	KR 27 RT	8 15	Acct

ATTACHMENT 8
Page 17 of 78



ELKIN B MCCALLUM
DONNA M MCCALLUM
P O BOX 9006
LOWELL MA 01853

Total Asset Account

0315

54200355 02 08-14-91 1991 25-80 440

PAY TO THE ORDER OF The Bradley Committee $ 100.00

One Hundred Thousand Dollars xxx DOLLARS

A.G. Edwards & Sons, Inc.

BANK ONE 0210012 17 08-31 1005 111

"DO NOT RESUBMIT"

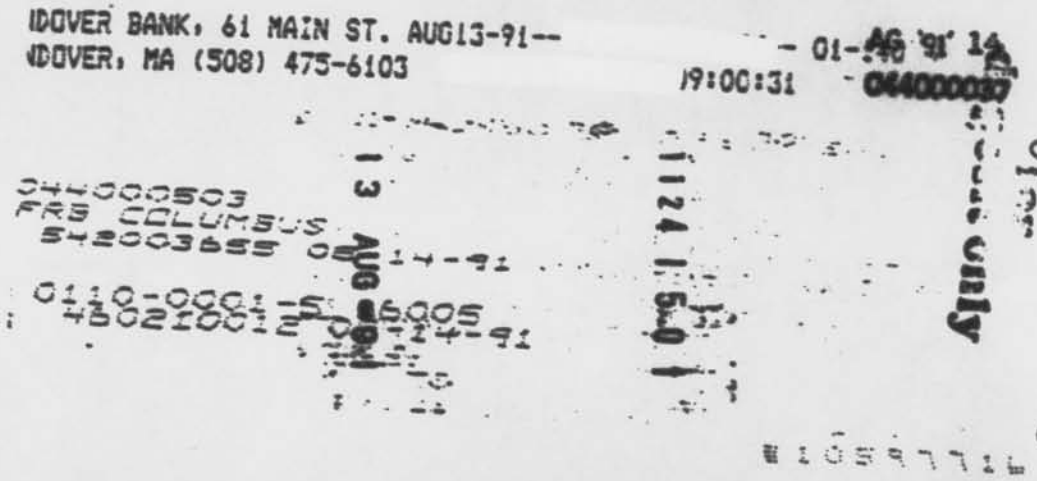
FOR

9704378360 8

ATTACHMENT 8
Page 19 of 28

FM 0008

9704378360 9



ATTACHMENT 8
Page 20 of 78

Secured by Mortgage of Real Estate
to be
Registry of Deeds
in
recorded in

$ 100,000.00 August 1 1991

For Value Received,

NICHOLAS A. RIZZO, 30 HEMLOCK ROAD, ANDOVER, MA 01810

Tyngsboro, MA

Promise to pay to ELKIN MC CALLUM, 100 Vesper Executive Park, *or order, the sum*

of One Hundred Thousand Dollars *Dollars*

in ten months *from this date, with interest semi-annually*

at the rate of 9.0% *per centum per annum, during said term, and for such further time as said principal sum, or any part thereof shall remain unpaid; provided however, that if any default shall be made in the payment of any installment of principal or interest and such default continues for* thirty *days, the whole principal sum then remaining unpaid, together with interest shall, at the option of the holder hereof, become due and payable on demand.*

Signed in presence of

Nicholas A. Rizzo

Nicholas A. Rizzo

FORM 234 MORTGAGE NOTE
TUTBLANK REGISTERED U.S.PAT.OFFICE
Tuttle Law Print, Publishers, Rutland, Vt.

ATTACHMENT
Page 2 of 2

FM 0010

97043/8370C

ENDORSEMENTS

PAYMENTS OF PRINCIPAL

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9704378370 1

ATTACHMENT 8
Page 22 of 28

9704378372

JOAN FABRICS

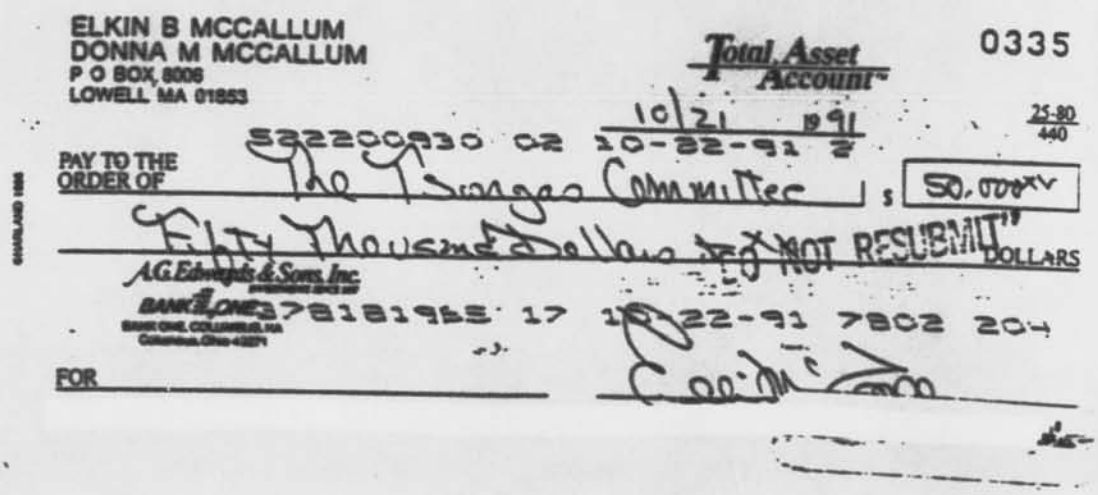
"During the course of your visit to Joan Fabrics Corporation, you may be exposed to information and processes that are proprietary and confidential in nature.

We ask that you respect our openness and candor as a Company and treat the information received in the strictest of confidence".

Elkin McCallum
President CEO
Joan Fabrics Corporation

Date	Visitor's Name	Company	License Plate No.	Time	Visiting
8/27	SAVOY FILLMAN	TEXTILINK SERVICE	MY-15	8:10	J. C. CLAUS
8/27	Erik Johnson	City Gardens			
	R. Roberts	KPMG	KR 27 RI	7:40	Acct
	T. Cottam	KPMG	C 80 RI	7:30	Acct
Skipped 8/27/91					
8/28/91	[illegible]	Cidega [illegible]			
	[illegible]	Cidega mfg			
8/28/91	Phil Pardue	City Gardens	835 300	10:20	Cindi Parker
"	Ron Cates	"	"	"	"
	Troy Cottam	KPMG	C-80	9:00	audit
	R. Roberts	KPMG	KA-27	8:00	"
Skipped 8/29/91					
	B. Gross	Akins & Risenmay	280 HLS	10:00	R. Alden
8/29	Joyce Ward				
8/29	Margaret J. Turner				
8/29	[illegible]	T. Sawyer Committee	G76H	1:19	E. Elkin McCallum

Page 24 of 28



ELKIN B MCCALLUM
DONNA M MCCALLUM
P O BOX 8006
LOWELL MA 01853

Total Asset Account

0335

10/21 1991

25-80
440

PAY TO THE ORDER OF The Gingras Committee $ 50.00**

Fifty Thousand Dollars and NOT RESUBMIT DOLLARS

A.G. Edwards & Sons, Inc.

BANK ONE, COLUMBUS, NA

FOR

⑆322000930⑆ 02 ⑈10-22-91⑈ 2

⑆7818195⑆ 17 ⑈10-22-91⑈ 7802 204

9704378370 3

ATTACHMENT 8
Page 29 of 78

9704378370 4

Tabungas Committee

for deposit only

ATTACHMENT
Page 20 of 72

9704378370 5

The Tiengas Committee
c/o Elkin B. McCallum
100 Vapor Executive Park
Tyngsboro, MA 01879

ATTACHMENT 8
Page 31 of 78

EM 0021

9704437837006

You Are Invited

ATTACHMENT 8
Page 32 of 78

9704378370 7

Host Committee

Elkin B. McCallum
Dalton L. McMichael

You are cordially invited to attend a cocktail reception
in honor of

Paul E. Tsongas
Democratic Candidate for President of the United States

at
Sedgefield Country Club
Greensboro, N.C.

on
Tuesday, November 26, 1991
6:30 - 8:30 p.m.

Suggested Contribution
$1,000 Sponsor $500 Per Person

Reply Card Enclosed

ATTACHMENT 8
Page 33 of 78

97043783708

Paid for by The Tsongas Committee • P.O. Box 2104 • Andover, MA 01810
A copy of our report is on file with the Federal Election Commission in Washington, D.C.
Your contribution is not tax deductible for Federal Income Tax purposes

I am pleased to join you.
Enclosed is my contribution $_____
I am unable to attend.
However, I would like to contribute $_____

Name _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Occupation _____ Employer _____

Make check payable to: The Tsongas Committee
Please mail to: E. McCallum, 100 Vesper Executive Park, Tyngsboro, MA 01879
Your contribution is not tax deductible for Federal Income Tax purposes
No Corporate Checks, Please.

9704378309

9704378371C

The Tsongas Committee
c/o Elkin B. McCallum
100 Vesper Executive Park
Tyngsboro, MA 01879

ATTACHMENT 8
Page 36 of 78

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JOAN FABRICS

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We ask that you respect our openness and candor as a Company and treat the information received in the strictest of confidence".

Elkin McCallum
President CEO
Joan Fabrics Corporation

Date	Visitor's Name	Company	License Plate No.	Time	Visiting
11/1/91	Pat Farrell	KPMG		8:15	
"	[illegible] Baessler	[illegible]	214698 NH	9:05	Comp Rm
"	Frank O'Hearn	[illegible]	8183	10:00	
"	Mike Gregg	GE	385 AAZ	2:30	
"	Sherri Compton	GE	" "	"	
"	[illegible]	Tsongas Comm	9764	4:40	E McC
"	[illegible]	" "	"	"	"
11/4/91	Pat Farrell	KPMG	FCS 71	9:00	
	[illegible]	AH Miller			Joe
	[illegible]	Tsongas	9764	200	Cindy
	Nick [illegible]	Tsongas Comm	9764	2:00	[illegible]
	Greg Blackwell	Xerox	948-JNK	2:00	B. [illegible]
	Al Foster	AETNA	—	2:00	E. DePietro
	Joe Armstrong	Aetna		2:00	S. DePietro
11/5/91	S [illegible]	[illegible]	—	8:45	[illegible]
11/5/91	J. Archer [illegible]	Eastern Seals	3457M	9:00	H. Newell

ATTACHMENT
Page 37 of 78

ELKIN McCALLUM
PRESIDENT

November 5, 1991

Mr. and Mrs. Charles Hayes
Guilford Mills Inc.
4925 West Market Street
Greensboro, NC 27407

Dear Chuck and Sheila:

I am very active in Paul Tsongas' campaign for President of the United States.

Paul is a personal friend of mine and is doing very well against the announced field of Democratic candidates (see enclosed).

On Tuesday evening, November 26, I am planning on running a fund raiser along with Dalton McMichael in the Greensboro area.

Your personal support for this event would be greatly appreciated.

Formal invitations to this fund raiser will be mailed within the next weeks time period.

We would like to have a large turnout and any assistance you can provide will not be forgotten.

Warmest regards,

JOAN FABRICS CORPORATION

Elkin McCallum

Elkin McCallum
President

EM/clp

Enclosure

9704378712

ATTACHMENT 8
Page 38 of 78

9704378373

JOAN FABRICS

"During the course of your visit to Joan Fabrics Corporation, you may be exposed to information and processes that are proprietary and confidential in nature.

We ask that you respect our openness and candor as a Company and treat the information received in the strictest of confidence".

Elkin McCallum
President CEO
Joan Fabrics Corporation

Date	Visitor's Name	Company	License Plate No.	Time	Visiting
11/15	[illegible]	[illegible]	9764	10:25	EBM
11/15	Jabar Walker	[illegible]	50R	10:25	Jack Combs
11/15	DAVID C. BURNS	[illegible]	[illegible]	1C4	J' ZAMBRI
11/15	Richard B'lada	[illegible]	707071	200	BOB
11/15	G KENT WORDEN	[illegible]	707071	2nd	
11/15/91	WALTER UNGER	MFIA		10:15	
11/18	Ken Allen	[illegible]		12:00	CINDY
11/19/91	LARRY BAESSLER	BUIL	244698 NH	800	CRAIG Ray
11/19/91	C KENNEDY	KENNETH [illegible]	74607		R. Combs
11/19/91	T. MARSH	Museum of Fine [illegible]			" "
11/19/91	Pete Landry	UPS	SUV MBR	9:50	Pete
11/19/91	Steve Pollis	"	"	"	"
11/19/91	Dewey Donovan	CSR	GMC VAN	10:15a	[illegible]
11/19/91	Brad Koelen	Pick [illegible]	49R	11:10	
11/19/91	Anthony Phillips	VANDERBILT		11:30	MR Combs
11/19/91	N R Hyde	Blue Dart	9764	11:29	E.B.M.

ATTACHMENT
Page 44 of 72

ELKIN McCALLUM
PRESIDENT

November 20, 1991

Mr. and Mrs. Charles Hayes
Guilford Mills Inc.
4925 West Market Street
Greensboro, NC 27407

Dear Chuck and Sheila:

Due to a scheduling conflict, the fund raiser for Paul Tsongas on November 26, 1991 has been cancelled.

Hopefully, we will be able to reschedule this event in the Greensboro area sometime early spring 1992.

Thank you for your support.

Warmest regards,

JOAN FABRICS CORPORATION

Elkin McCallum
President

EM/clp

FAX

122 WESTERN AVENUE • LOWELL, MASSACHUSETTS 01853 •

ATTACHMENT 8
Page 45 of 78

970430837114

ELKIN McCALLUM
PRESIDENT

November 20, 1991

Mr. and Mrs. Ed Kinney
Klaussner Furniture Ind.
Drawer 220
Asheboro, NC 27203

Dear Ed and Betty:

Due to a scheduling conflict, the fund raiser for Paul Tsongas on November 26, 1991 has been cancelled.

Hopefully, we will be able to reschedule this event in the Greensboro area sometime early spring 1992.

Thank you for your support.

Warmest regards,

JOANN FABRICS CORPORATION

Elkin McCallum
President

EM/clp

FAX

ATTACHMENT 8
Page 44 of 78

9704378715

ELKIN McCALLUM
PRESIDENT

November 20, 1991

Mr. and Mrs. J.B. Davis
Klaussner Furniture Ind.
Drawer 220
Asheboro, NC 27203

Dear J.B. and Claire:

Due to a scheduling conflict, the fund raiser for Paul Tsongas on November 26, 1991 has been cancelled.

Hopefully, we will be able to reschedule this event in the Greensboro area sometime early spring 1992.

Thank you for your support.

Warmest regards,

JOAN FABRICS CORPORATION

Elkin McCallum
President

EM/clp

FAX

9704378716

ATTACHMENT 8
Page 45 of 78

122 WESTERN AVENUE • LOWELL, MASSACHUSETTS 01853 •

9704378371 7

JOAN FABRICS

"During the course of your visit to Joan Fabrics Corporation, you may be exposed to information and processes that are proprietary and confidential in nature.

We ask that you respect our openness and candor as a Company and treat the information received in the strictest of confidence".

Elkin McCallum
President CEO
Joan Fabrics Corporation

Date	Visitor's Name	Company	License Plate No.	Time	Visiting
1-9	J. Walker	BCBS			
	D. Smith	BCBS			
	K. Allen	XEROX		1540	B. Stipura
	Tracey Dubimore				
Tuesday 1/10/92	L. BAESSLER	BULL	211KSB NH	0802	COMPAQ
1/10/92	J Monahan	Patty Bauer	NH Voyager		
1/10/92	Guy Bakwell	Xerox	348 5141		
1/10/92	Dawn Swinson	NEBS	510339		
	TOM THARDEN	BULL	610 KG	940	
	DON WYLIE	ZIMA	6CL380	945	
1-10-92	Helen Stevens				
1-10-92	Emily Stone	—	—	1050	Pete Zandri
1-10-92	FRANK DOYLE	EXIDE ELECT		13:15	DICK ALDRICH
	[illegible]	CENTRILIFE			
	Bob Johnson	"			
	[illegible]	Bemis Inc	9764	333	Elaine

ATTACHMENT # 2
Page 32 of 32

9704378371 8

JOAN FABRICS

*During the course of your visit to Joan Fabrics Corporation, you may be exposed to information and processes that are proprietary and confidential in nature.

We ask that you respect our openness and candor as a Company and treat the information received in the strictest of confidence*.

Elkin McCallum
President CEO
Joan Fabrics Corporation

Date	Visitor's Name	Company	License Plate No.	Time	Visiting
Thursday 2/6/92	[illegible]				
2/6/92	[illegible]	[illegible]			[illegible]
2/6	LARRY BAESSLER	BULL HN	244698 NH	1150	Comf Pur
2/6	SFARRAH	Bull HN	115839	1227	EMP
2/4	D. Hopkins	OTA	553647	3:00	P. Zubr./Print
2/6	RANDY DERREBERRY	MAHLO		3:00	D. COOMBES
2/6	BERHARD KUHN	Mahlo		3:00	" "
2/6	[illegible]	[illegible]	557 PTA	3:41	[illegible]
Friday 2/7/92	Joe Bell	Dye		8:30	
"	Jeff Jasso	" "		8:50	
"	Lynsey Everett	Fleet	393 KLJ	9:30	Leka
"	Jim Landreth	Fleet	" "	" "	" "
2/7/92	Helmut Esch	P.S.H. Electrostatic			D. Coombes
2/7/92	Rob Rydarski	Creative Coatings	CRAFTY	9:30	D Coombes
2/7/92	Mr Nick Peggi				

ATTACHMENT 8 PAGE 22 OF 22

ELKIN B MCCALLUM
DONNA M MCCALLUM
P O BOX 8006
LOWELL MA 01853

Total Asset Account™

0371

2/10 1992

25-80/440

PAY TO THE ORDER OF N. Rizzo $ 100.00

One Hundred Thousand Dollars and XX/100 DOLLARS

A.G. Edwards & Sons, Inc.

BANK ONE

BANK ONE, COLUMBUS, NA

FOR Loan

Elkin B McCallum

9704378719

ATTACHMENT 8
Page 57 of 78

9704378372C

Business

THE SUN, LOWELL, MASSACHUSETTS

Part of today's newspaper is printed on recycled newsprint

GAVEL: Patrick H. Connolly, right, regional head of Data Systems/CTG and outgoing chairman of the North ... Chamber of Commerce last night passed his gav... to David Rheaness, right, regional public relations ... of New England Telephone, at the Dr. An Wang Award ... in Lowell

Boston Fed chief: N.E. improving, but slowly

LOWELL – The state's and country's economies are improving slowly, but may be vulnerable to some backsliding, according to Richard Syron, president of the Federal Reserve Bank of Boston.

We are beginning to see some real improvement in the economy, Syron told a crowd of 450 last night at the Northern Middlesex Chamber of Commerce banquet at Lowell's Tyngsboro House restaurant. We're among better members in retail sales housing, auto sales and even manufacturing. But I'd say all of that is fairly tentative.

It's a period we should be very careful and watch things very closely.

Syron said most economists have revised their projections which had New England recov... ...spring six months or so later than the rest of the country. He said he believes the region is starting to recover and will continue to recover on about the same timetable as the whole country. He said, however, the region may grow at a slower overall rate than other regions.

Syron, who started at the Boston Fed in 1969, held several national posts in the late 70s and returned to Boston Fed president in 1987 and the region within Route I-495 should recover at roughly the same rate as the region. He said economists have some concern about Connecticut and the North Country – New Hampshire, Vermont and Maine.

Syron described the high-inflation 70s and high-growth 80s as "aberrations."

Making it in the Merrimack Valley

Wang award winner stresses commitment to Lowell area

By MICHAEL O'CONNELL
Sun Staff

LOWELL – Joan Fabrics Ellen McCallum, honored last night by the Northern Middlesex Chamber of Commerce, said he is committed to maintaining a significant presence in Greater Lowell, where the company has spent 31 of its 60 years.

If we do our work, and do it right, we'll be a significant presence here for another 60 years," McCallum told a crowd of about 350 at the Spare House restaurant in Lowell.

McCallum, a 30-year Joan employee who bought control of the Tyngsboro-based seat fabric maker in late 1988, became the fourth winner of the Chamber's Dr. An Wang Award. The group gives out the award at most of its annual banquets to a local business or political leader dem... ...onstrating a strong commitment to the region.

Last night's dinner paid tribute not only to McCallum, but to manufacturing in general. On tables at one end of the banquet hall were examples of seat fabrics made by Joan, plastic cups made by Comet Products Inc. of Chelmsford and springs made by Spring Manufacturing Corp. of Tewksbury. Banquet chairman George Berberakis supplied baseball hats bearing the words Made in U.S.A. at each table.

During a time of high unemployment and job loss especially in the manufacturing sector, Joan Fabrics has stood as one of the area's bright prospects. It employs 1,807 worldwide, including 720 in Lowell and Tyngsboro.

JOAN FABRIC CHIEF: Ellen C. McCallum, left, who received the Dr. An Wang award from the North Middlesex Chamber of Commerce last night, said his company intends to grow in the Merrimack Valley. Richard F. Syron, right, president of the Federal Reserve Bank of Boston, told banquet goers that the region and country are going to recover.

McCallum said the company reported robust compounded annual growth rates of 23 percent from 1980 through 1990. Joan has built a strong business in Japan, garnering about a fifth of its $216 million in sales from Japanese auto makers. And though he acknowledged that the recession has taken its toll the past couple of years, McCallum said he expects to resume growing by the end of '92.

McCallum said his company's success over the years shows that manufacturing can thrive in Lowell and in the United States.

PROUD FAMILY: Ellen C. McCallum was joined by his wife Donna, right, and daughter Kerry, last night.

BRIEFS

Wang general counsel goes to Honeywell

LOWELL – Wang Laboratories Inc. yesterday said General Counsel Edward D. Grayson, one of the Wang family's key confidantes during the 1980s, is leaving the company to take a comparable position at Honeywell Inc. in Minneapolis.

Filling Grayson's slot will be Paul W. Sandman, 44, an 11-year Wang employee who has been serving as corporate counsel, assistant clerk and vice president.

Sandman takes over the titles of senior vice president,

Tsongas makes cameo visit to honor friend

LOWELL – With manufacturing on the throne and Ellen McCallum as the night's top award recipient, Paul Tsongas couldn't turn down the invitation to speak at the Northern Middlesex Chamber of Commerce's dinner on his friend's behalf.

"Made in America. Manufactured in the Merrimack Valley."

"Did I give you permission to take my campaign theme?" Tsongas asked, with a smirk.

During his brief remarks, Tsongas congratulated McCallum and thanked Joan Fabrics Corp. a leader for "being supportive on his campaign

promoting manufacturing strength" has power.

McCallum confided later that he had talked periodically with Tsongas about manufacturing concepts and with one of the candidate's chief fundraising aides, Mark Ritz. He said he had helped Tsongas' public re... campaign was still alive. He

97043783721

ATTACHMENT 8
Page 53 of 78

SCHEDULE C-P
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

LOANS

Use separate schedule(s) for each category of the detailed summary page

PAGE 1 OF (total pages) 1

LINE NUMBER 12

NAME OF COMMITTEE (in Full): The Tsongas Committee

NAME OF LOAN SOURCE (OR RECIPIENT): Paul E Tsongas ADDRESS (Number and Street): c/o The Tsongas Committee CITY, STATE, ZIP CODE: Boston, MA 02109	ORIGINAL AMOUNT OF LOAN: 25,000.00	CUMULATIVE PAYMENT TO DATE: -0-	BALANCE OUTSTANDING: 25,000.00
TERMS — DATE INCURRED: 9/1/91 — DATE DUE:	TYPE OF ELECTION: [x] Primary [ ] General [ ] Other (specify)	INTEREST RATE (% APR):	SECURED: [ ] Yes [ ] No

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER	OCCUPATION		AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER	OCCUPATION		AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER	OCCUPATION		AMT. OUTSTANDING

9 7 0 4 3 7 8 3 7 2 2

NAME OF LOAN SOURCE (OR RECIPIENT): ADDRESS (Number and Street): CITY, STATE, ZIP CODE:	ORIGINAL AMOUNT OF LOAN:	CUMULATIVE PAYMENT TO DATE:	BALANCE OUTSTANDING:
TERMS — DATE INCURRED: — DATE DUE:	TYPE OF ELECTION: [ ] Primary [ ] General [ ] Other (specify)	INTEREST RATE (% APR):	SECURED: [ ] Yes [ ] No

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER	OCCUPATION		AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER	OCCUPATION		AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE	
NAME OF EMPLOYER	OCCUPATION		AMT. OUTSTANDING

Carry outstanding balance only to Line 3, Schedule D-P, for this line. If no Schedule D-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)			
TOTALS THIS PERIOD (last page in this line only)			

ATTACHMENT 8
Page 56 of 78

FEC 004

SCHEDULE C-P

Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

LOANS

Use separate schedule(s) for each category of the detailed summary page

PAGE 2 OF (total pages) 2

LINE NUMBER 12

NAME OF COMMITTEE (In Full)
The Tsongas Committee

NAME OF LOAN SOURCE (OR RECIPIENT)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
Baybank Middlesex	175,000.00	176,589.58	0.00
ADDRESS (Number and Street): 23 Main Street			
CITY, STATE, ZIP CODE: Andover, MA 01801	TYPE OF ELECTION: [X] Primary [ ] General [ ] Other (specify)		
TERMS / DATE INCURRED: 11/21/91 / DATE DUE:	INTEREST RATE (% APR): 7%	SECURED: [ ] Yes [ ] No	

LIST ALL ENDORSERS OR GUARANTORS (if any)

● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

8372

NAME OF LOAN SOURCE (OR RECIPIENT)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
Baybank Middlesex	25,000.00	25.014.58	0.00
ADDRESS (Number and Street): 23 Main Street			
CITY, STATE, ZIP CODE: Andover, MA 01801	TYPE OF ELECTION: [X] Primary [ ] General [ ] Other (specify)		
TERMS / DATE INCURRED: 12/30/91 / DATE DUE:	INTEREST RATE (% APR): 7%	SECURED: [ ] Yes [ ] No	

LIST ALL ENDORSERS OR GUARANTORS (if any)

● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

Carry outstanding balance only to Line 3, Schedule D-P, for this line. If no Schedule D-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)			
TOTALS THIS PERIOD (last page in this line only)			

ATTACHMENT 8
Page 2 of 2

EM 00/

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

LOANS

Schedule(s) for each category of the detailed summary page

PAGE NUMBER 12

NAME OF COMMITTEE (in Full)

The Tsongas Committee

NAME OF LOAN SOURCE (OR RECIPIENT)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
Paul E Tsongas	25,000.00	5,000.00	20,000.00
ADDRESS (Number and Street): c/o the Tsongas Committee			
CITY, STATE, ZIP CODE: Boston MA 02109	TYPE OF ELECTION: [X] Primary [ ] General [ ] Other (specify)		
TERMS	DATE INCURRED: 9/1/91	DATE DUE	INTEREST RATE (% APR)	SECURED: [ ] Yes [ ] No

LIST ALL ENDORSERS OR GUARANTORS (if any)

● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
E Tsongas	25,000.00	0.00	25,000.00
ADDRESS (Number and Street): o The Tsongas Committee			
CITY, STATE, ZIP CODE: Boston MA 02109	TYPE OF ELECTION: [X] Primary [ ] General [ ] Other (specify)		
TERMS	DATE INCURRED: 10/31/91	DATE DUE	INTEREST RATE (% APR)	SECURED: [ ] Yes [ ] No

LIST ALL ENDORSERS OR GUARANTORS (if any)

● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

Carry outstanding balance only to Line 3, Schedule D-P, for this line. If no Schedule D-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)			
TOTALS THIS PERIOD (last page in this line only)			

ATTACHMENT 8

Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

LOANS

Use separate schedule(s) for each category of the detailed summary page

PAGE 2 | UP (total pages) 3

LINE NUMBER 12b

NAME OF COMMITTEE (in Full)
The Tsongas Committee

NAME OF LOAN SOURCE (OR RECIPIENT)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
BayBank	100,000.00	0	100,000.00

ADDRESS (Number and Street): 23 Main Street
CITY, STATE, ZIP CODE: Andover, MA 01810
TYPE OF ELECTION: [X] Primary [ ] General [ ] Other (specify)
TERMS | DATE INCURRED: 2-6-92 | DATE DUE: | INTEREST RATE (% APR): 7.00 | SECURED: [ ] Yes [ ] No

ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

8372025

NAME OF LOAN SOURCE (OR RECIPIENT)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
BayBank	50,000.00	0	50,000.00

ADDRESS (Number and Street): 23 Main Street
CITY, STATE, ZIP CODE: Andover, MA 01810
TYPE OF ELECTION: [X] Primary [ ] General [ ] Other (specify)
TERMS | DATE INCURRED: 2-11-92 | DATE DUE: | INTEREST RATE (% APR): 7.00 | SECURED: [ ] Yes [ ] No

9704371

LIST ALL ENDORSERS OR GUARANTORS (if any)

NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

Carry outstanding balance only to Line 3, Schedule D-P, for this line. If no Schedule D-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)			

SCHEDULE C-P
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

LOANS

Use separate schedule(s) for each category of the detailed summary page

PAGE 3 OF (total pages) 3

LINE NUMBER 13-A

NAME OF COMMITTEE (in Full)
The Tsongas Committee

NAME OF LOAN SOURCE (OR RECIPIENT)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
BayBank	30,000.00		30,000.00
ADDRESS (Number and Street): 23 Main Street			
CITY, STATE, ZIP CODE: Andover, MA 01810	TYPE OF ELECTION: [X] Primary [ ] General [ ] Other (specify)		
TERMS: DATE INCURRED 2-18-92 / DATE DUE	INTEREST RATE (% APR): 7.00	SECURED: [ ] Yes [ ] No	

ALL ENDORSERS OR GUARANTORS (if any)

● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

NAME OF LOAN SOURCE (OR RECIPIENT)	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
BayBank	320,000.00		320,000.00
ADDRESS (Number and Street): 23 Main Street			
CITY, STATE, ZIP CODE: Andover, MA 01810	TYPE OF ELECTION: [X] Primary [ ] General [ ] Other (specify)		
TERMS: DATE INCURRED 2-21-92 / DATE DUE	INTEREST RATE (% APR): 7.00	SECURED: [ ] Yes [ ] No	

LIST ALL ENDORSERS OR GUARANTORS (if any)

● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING
● NAME	ADDRESS (Number and Street)	CITY, STATE, ZIP CODE
NAME OF EMPLOYER	OCCUPATION	AMT. OUTSTANDING

Carry outstanding balance only to Line 3, Schedule C-P, for this line. If no Schedule C-P, carry forward to appropriate line of Summary.	ORIGINAL AMOUNT OF LOAN	CUMULATIVE PAYMENT TO DATE	BALANCE OUTSTANDING
SUBTOTALS THIS PERIOD THIS PAGE (optional)			

ATTACHMENT 5
Page 60 of 78

FEC 9700437/83726

An individual may conduct a variety of testing-the-waters activities. Certain activities, however, indicate that an individual has decided to become a candidate and is no longer merely testing the waters. Under these circumstances, the testing-the-waters exemption would no longer apply. For example, the exemption does not apply if the individual:

- Raises funds in excess of amounts reasonably required for exploratory activity or amasses funds to be used after candidacy is established;
- Conducts activities over a protracted period of time shortly before the election,
- Uses public political advertising to publicize his or her intention to campaign;
- Makes or authorizes statements that refer to him or her as a candidate; or
- Seeks ballot access. 11 CFR 100.7(b)(1)(ii) and 100.8(b)(1)(ii).

Individual Becomes a Candidate

An individual becomes a candidate for Federal office (and thus triggers registration and reporting obligations under the Act) when his or her campaign exceeds $5,000 in either contributions or expenditures. The threshold is reached when any one of the circumstances described below occurs.

Receives Contributions or Makes Expenditures

The individual receives contributions or makes expenditures, either of which aggregate over $5,000. 11 CFR 100.3(a)(1). Funds raised and spent to test the waters apply to this $5,000 threshold once the individual decides to run for office.

Authorizes Campaign Activity

The individual authorizes another person to accept contributions or make expenditures on his or her behalf, and the authorized person receives contributions or makes expenditures which exceed $5,000. 11 CFR 100.3(a)(2).

9704378377 27

ATTACHMENT 8
Page 61 of 78

EM 0051

5/22/92

Nick

I was very sorry to hear about your recent health situation. Hopefully your tests will prove to be less serious than you thought and everything will work out.

On another matter - Nick I'm very concerned about your lack of response to my accountants request for information on campaign loans.

Unless you can get me comfortable on the issue soon, I am going to have to get other people involved on both sides of the ~~problem~~.

It's not fair to leave me hanging on this, as ~~all~~ I ever wanted was to help.

I realize that you have other things on your mind right now & I don't want to add to your burdens.

Nick I need answers & I need them now

Regards.

Ed.

9704378728

SUITE THIRTEEN HUNDRED
WEST TOWER
555 THIRTEENTH STREET NW
WASHINGTON, DC 20004-1109

Writer's direct line
202/637-8273

July 1, 1992

Mr. Elkin McCallum
34 Bridle Path Way
Tyngsboro, MA 01889

Dear Mr. McCallum:

I am serving as counsel to The Tsongas Committee, Inc. with respect to certain election law matters.

In a review of campaign records, it has come to our attention that you may have made two loans, in the amounts of $50,000 and $100,000, to Nick Rizzo and/or The Tsongas Committee in 1991. To enable the Committee to complete a review and analysis of its financial affairs, I would appreciate your advising me of the following at your earliest convenience:

(1) the amount, if any, of the balance unpaid from the loans;

(2) whether any note, agreement or other documentation of the loans exists; and

(3) your understanding of the purpose for which the loans were sought.

I also wish to inform you that the Federal Election Commission may initiate an investigation into the circumstances of these loans over the next few months to determine whether the loans constituted a contribution in excess of the $1,000 per person contribution limit under federal law.

9704378372 9

ATTACHMENT 8
Page 63 of 78

Please call me at if you have any questions. Thank you in advance for your cooperation.

Sincerely yours,

L. Anthony Sutin

LAS:smc
Enclosures
3842w

9704370837 C

JOAN FABRICS CORPORATION
Corporate Headquarters
100 Vesper Executive Park
Tyngsboro, MA 01879-2710
Office: (508) 649-5626

CERTIFIED MAIL

Personal & Confidential

July 6, 1992

Mr. Nick Rizzo
P.O. Box 577
Andover, MA 01810

Dear Nick:

For months now, you have done nothing but stonewall and virtually ignore any and all attempts to straighten out the Tsongas matter.

I have attempted to contact you on numerous occasions and you have not returned my calls.

I am going to be meeting with my legal counsel the end of this week to discuss this matter in detail.

You can be assured that you as well as other members of the committee will be hearing from my lawyers in the very near future.

Yours truly,

JOAN FABRICS CORPORATION

Elkin McCallum
President

EM/clp

3695

ATTACHMENT 8
Page 65 of 78

9704378371

9 7 0 4 3 7 8 3 7 3 2

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:
Mr. Nick Rizzo
P.O. Box 577
Andover, MA 01810

4. Article Number
P 037 594 076

Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Address
X

6. Signature – Agent
X Shirley Kern

7. Date of Delivery
7/9/92

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1988 • U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

P 037 594 076

Mr. Nick Rizzo
P.O. Box 877
Andover, MA 01810

ANDOVER, MA JUL 8 1992 USPS

PS Form 3800, June 198? Cindi Parker - Joan Fabrics

ATTACHMENT 8
Page 66 of 78

GOULSTON & STORRS
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
400 ATLANTIC AVENUE
BOSTON, MASSACHUSETTS 02110-3333
617/482-1776
FAX/TELECOPY 617/57[illegible]

August 6, 1992

CERTIFIED MAIL RETURN
RECEIPT P-718-143-570

PERSONAL AND CONFIDENTIAL

L. Anthony Sutin, Esq.
Suite Thirteen Hundred
West Tower
555 Thirteenth Street, N.W.
Washington, D.C. 20004-1109

Re: Elkin McCallum

Dear Mr. Sutin:

I represent Elkin McCallum. I am writing you in your capacity as counsel to the Paul Tsongas Campaign Committee (the "Committee") because of loans totalling $250,000 which Mr. McCallum made payable to the Committee or to its Chief Fundraiser and Treasurer. On three occasions, August 12, 1991, October 21, 1991 and February 7, 1992, Nicholas Rizzo, Chief Fundraiser and Treasurer of the Committee solicited Mr. McCallum to loan money to help underwrite the campaign's "exploratory activities." After receiving assurances from Mr. Rizzo that such loans were legal, Mr. McCallum made the loans.

Approximately four weeks ago, Mr. McCallum brought these matters to our attention. From everything we have learned about these transactions, it seems clear that Mr. Rizzo's solicitations were illegal. While "exploratory activities" are recognized in the law, our research indicates that loans or contributions cannot be solicited or made for this purpose after the potential candidate has determined to become a candidate. We have been advised that Mr. Tsongas announced his candidacy on April 30, 1991; therefore, any solicitations which Mr. Rizzo made for "exploratory activities" after this date were illegal.

9704378373

That Mr. McCallum made these loans to assist Mr. Tsongas is clear from the circumstances which led to Mr. McCallum's introduction to Mr. Rizzo. Prior to late May or June of 1991, Mr. McCallum had never met Mr. Rizzo. During this time period, Mr. McCallum was asked by Steven Joncas, a person with whom he was acquainted, if he could assist the Committee in its qualifying efforts in other states. Qualifying in a number of states was necessary, Mr. McCallum was told, before the Committee could receive federal matching funds. Mr. McCallum agreed to help in North Carolina. Shortly thereafter, Mr. Joncas brought Mr. Rizzo to Mr. McCallum's office. Mr. Rizzo was introduced as the Chief Fundraiser and Treasurer of the Tsongas Campaign and a person who understood state qualifying procedures. Between June and August of 1991, Mr. Rizzo met and spoke with Mr. McCallum numerous times in connection with his efforts to help qualify Mr. Tsongas in North Carolina. Additionally, Mr. Rizzo encouraged Mr. McCallum to hold a Fundraiser for the Committee in North Carolina. He agreed. Indeed, in connection with this activity, Mr. Tsongas met with Mr. McCallum and persons from North Carolina whom he introduced to Mr. Tsongas.

This was the context in which Mr. Rizzo approached Mr. McCallum in August and October 1991 and February 1992 to request the loans described above. Obviously, by this time Mr. Rizzo's relationship and status in the Committee was well known to Mr. McCallum. Moreover, Mr. Rizzo's professed understanding of election procedures and his relationship to Mr. Tsongas indicated to Mr. McCallum that Mr. Rizzo was a person, at least as to Committee matters, on whom Mr. McCallum could rely. Therefore, upon receiving assurances from Mr. Rizzo regarding the legality of each loan, Mr. McCallum made them.

Given the apparent illegality of Mr. Rizzo's conduct, Mr. McCallum would like to learn whether the Committee has made all required disclosures to the Federal Election Commission (the "FEC"). If it has, he would like to receive the details of the disclosures and any supplements thereto. Currently, we are evaluating what action Mr. McCallum ought to take with the FEC.

Beyond these considerations, there remains the issue of the $250,000 which Mr. McCallum expects to be repaid by the Committee. The purpose of this letter is to request that you or someone at the Committee advise us immediately of its intentions regarding the repayment of these loans. To date, even though Mr. McCallum has discussed this matter with Mr. Tsongas and you and I have had a brief conversation about

9704378374

it, Mr. McCallum has heard nothing from the Committee on this subject. Because of his regard for Mr. Tsongas, Mr. McCallum wishes very much to resolve this matter amicably. He is willing to cooperate with the Committee in any reasonable manner. However, the Committee's failure to contact him about this matter is disturbing.

In anticipation of your response, thank you for your consideration.

Very truly yours,

Rudolph F. Pierce

RFP/ljs:880

cc: Mr. Elkin McCallum

9704377837735

9704378376

RPPIERCE/217 Pierce

Certified Mail Receipt

Sent to: L. Anthony Sutin, Esq.

Street & No: Suite Thirteen Hundred West Tower

P.O. State & ZIP Code: 555 Thirteenth Street, N.W. Washington, D.C. 2004-1109

Postage $

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered

Return Receipt Showing to Whom, Date, & Address of Delivery

TOTAL Postage & Fees $

Postmark or Date

Form 3800, June 1990

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address and ZIP Code in the space below.

- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

RETURN TO

GOULSTON & STORRS

AUG 14 1992

U.S. MAIL

PENALTY FOR PRIVATE USE, $300

R.F.

Print Sender's name, address, and ZIP Code in the space below.

Rudolph F. Pierce, Esq.
GOULSTON & STORRS, P.C.
400 Atlantic Avenue
Boston, MA 02110

ATTACHMENT 8
Page 70 of 78

● **SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. *(Extra charge)*
2. ☐ Restricted Delivery *(Extra charge)*

3. Article Addressed to:
L. Anthony Sutin, Esq.
Suite [illegible]hirteen Hundred
West Tower
555 Thirteenth Street, N.W.
Washington, D.C. 20004-[illegible]09

4. Article Number
P-718-1[illegible]-570

Type of Service:
- ☐ Registered
- ☒ Certified
- ☐ Express Mail
- ☐ Insured
- ☐ COD
- ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X

6. Signature — Agent
X [signature]

7. Date of Delivery

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Apr. 1989 • U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

STICK POSTAGE STAMPS TO ARTICLE TO COVER FIRST CLASS POSTAGE, CERTIFIED MAIL FEE, AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES (see front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached and present the article at a post office service window or hand it to your rural carrier (no extra charge).

2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach and retain the receipt, and mail the article.

3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to the back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.

4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.

5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.

Save this receipt and present it if you make inquiry.

U.S.G.P.O. 1990-270-153

PS Form 3800, June 1990 (Reverse)

9704378377

ATTACHMENT 8
Page 71 of 78

SUITE THIRTEEN HUNDRED
WEST TOWER
555 THIRTEENTH STREET NW
WASHINGTON, DC 20004-1109

Writer's direct line
202/637-8273

RECEIVED
GOULSTON & STORRS
AUG 20
F.E.C.

August 17, 1992

Rudolph F. Pierce, Esq.
Goulston & Storrs
400 Atlantic Avenue
Boston, Massachusetts 02110-3333

Re: Elkin McCallum

Dear Mr. Pierce:

Thank you for your letter of August 6, 1992. Please excuse my delay in responding, as I have just returned from vacation.

The factual summary in your letter appears to be complete and correct, except that Mr. Rizzo never held the office of treasurer in the Committee and that the Committee never received any proceeds of your client's loans.

You asked whether the Tsongas Committee has made all required disclosures to the Federal Election Commission. As I discussed in some detail with Messrs. Gilbert and Shore of Covington & Burling, the Committee notified the FEC promptly upon learning of the existence of the McCallum loans and related transactions in June of this year, and requested that the FEC commence an investigation as an adjunct to its ongoing post-campaign audit of the Committee. This investigation is ongoing. As of this date, the loans have not been reported by the Committee on any FEC report because the Committee never received any of the proceeds of the loans. If the FEC recommends that some report of these transactions be made, the Committee will consider appropriate disclosure at that time.

9704437837338

You also asked to be advised of the Committee's intentions regarding the repayments of these loans. We have been advised by Mr. Rizzo that his understanding was that he, and not the Committee, was to be solely responsible for the repayment of these loans. I infer from your letter that Mr. McCallum's understanding is different. In any event, Mr. Rizzo and his attorney Richard Gargiulo have informed me that they will be approaching your client and others in a similar position to arrange for repayment. If this contact has not occurred or does not result in an outcome satisfactory to Mr. McCallum, please let me know.

Finally, I regret that Mr. McCallum is concerned about the Committee's failure to contact him. Given that both he and the Committee are represented by counsel, I felt it prudent that communications flow through those channels. My July 24 meeting with Messrs. Gilbert and Shore was intended to provide a comprehensive briefing on the discussions with the FEC and the repayment situation; apparently you had not received a report from that session as of the date of your letter.

Please feel free to contact me at any time about any of these matters. We appreciate Mr. McCallum's cooperation and desire to resolve amicably this unfortunate situation.

Sincerely yours,

L. Anthony Sutin

6592w

9704378379

One North Jefferson
St. Louis, Missouri 63103
(314) 289-3000

A.G. Edwards & Sons, Inc.

INVESTMENTS SINCE 1887

SIPC

ACCOUNT NUMBER	TAXPAYER ID

YOUR INVESTMENT BROKER
GLAS BATES
(617)749-8010

ELKIN B MCCALLUM &
DONNA M MCCALLUM
JT TEN
P O BOX 8006
LOWELL MA 01853-8006

STATEMENT PERIOD
03/29/91 TO 04/26/91

OFFICE SERVING YOUR ACCOUNT
101 DERBY STREET
HINGHAM MA 02043

9704378374C

ACCOUNT SUMMARY

	LONG	SHORT
PRICED SECURITIES VALUE		
MONEY MARKET		
TOTAL PRICED ACCOUNT VALUE	[REDACTED]	
YOUR TOTALINE IS		
TAX WITHHELD YTD		

INCOME SUMMARY

	THIS PERIOD	YEAR TO DATE
DIVIDENDS		
INTEREST		
MONEY MARKET FUNDS	[REDACTED]	[REDACTED]
TOTAL		

ACTIVITY SUMMARY

	DEBIT	CREDIT
MONEY FUND PURCHASES		
MONEY FUND SALES		
INCOME FROM SECURITIES		
DEPOSITS RECEIVED	[REDACTED]	[REDACTED]
CHECKS/WITHDRAWALS		
OTHER		
CLOSING CASH BALANCE		

ACTIVITY THIS PERIOD

DATE	ENTRY	QUANTITY	DESCRIPTION	PRICE	AMOUNT	CASH BALANCE	MONEY FU BALANC
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

ATTACHMENT 8
Page 74 of 78

If this statement does not agree with your records, please contact our Branch Administration Department at St. Louis promptly. Please include your full account number

SEE REVERSE FOR EXPLANATION OF CODES AND POSITION PRICING METHOD

Certain cash items, credit and debit entries and trades settling after the statement [illegible]

One South Jefferson
St. Louis, Missouri 63103
(314) 289-3000

A.G. Edwards & Sons, Inc.
INVESTMENTS SINCE 1887

SIPC

ACCOUNT NUMBER | TAXPAYER ID

YOUR INVESTMENT BROKER
DOUGLAS BATES
(617)749-8010

ELKIN B MCCALLUM &
DONNA M MCCALLUM
JT TEN

STATEMENT PERIOD: 03/29/91 TO 04/26/91 | PAGE 2

OFFICE SERVING YOUR ACCOUNT
101 DERBY STREET
HINGHAM MA 02043

ACTIVITY THIS PERIOD CONTINUED

DATE	ENTRY	QUANTITY	DESCRIPTION	PRICE	AMOUNT	CASH BALANCE	MONEY FUND BALANCE
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

9704378371

ATTACHMENT 8
Page 75 of 78

If this statement does not agree with your records, please contact our Branch Administration Department at St. Louis promptly. Please include your full account number.

SEE REVERSE FOR EXPLANATION OF CODES AND POSITION PRICING METHOD

For cash items, receipt and delivery of securities and market activity after the statement period will appear on your next statement.

One North Jefferson
St. Louis, Missouri 63103
(314) 289-3000

A.G. Edwards & Sons, Inc.
INVESTMENTS SINCE 1887

SIPC

ACCOUNT NUMBER | TAXPAYER ID

YOUR INVESTMENT BROKER
[redacted]GLAS BATES
(617)749-8010

ELKIN B MCCALLUM &
DONNA M MCCALLUM
JT TEN

STATEMENT PERIOD: 03/29/91 TO 04/26/91 | PAGE 3

OFFICE SERVING YOUR ACCOUNT
101 DERBY STREET
HINGHAM MA 02043

—ACTIVITY THIS PERIOD CONTINUED

DATE	ENTRY	QUANTITY	DESCRIPTION	PRICE	AMOUNT	CASH BALANCE	MONEY FUND BALANCE
[redacted]ED)		[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

—INCOME DETAILS

DATE	ENTRY	QUANTITY	DESCRIPTION	AMOUNT
[redacted]	[redacted]		[redacted]	[redacted]

—CHECKS YOU WROTE

DATE	CHECK NUMBER	CHECK DATE	PAYEE	AMOUNT
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
04/11	299	04/08	TSONGAS COMM	1,000.00
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

ATTACHMENT 8
Page 76 of 78

If this statement does not agree with your records, please contact our Branch Administration Department in St. Louis promptly. Please include your full account number.

SEE REVERSE FOR EXPLANATION OF CODES AND POSITION PRICING METHOD

Certain cash items, receipt and delivery of securities entries and trades settling after the statement period will appear on your next statement.

97043783712

One North Jefferson
St. Louis, Missouri 63103
(314) 289-3000

A.G. Edwards & Sons, Inc.
INVESTMENTS SINCE 1887

SIPC

ACCOUNT NUMBER | TAXPAYER ID

YOUR INVESTMENT BROKER
DOUGLAS BATES
(617)749-8010

ELKIN B MCCALLUM &
DONNA M MCCALLUM
JT TEN

STATEMENT PERIOD | PAGE
03/29/91 TO 04/26/91 | 4

OFFICE SERVING YOUR ACCOUNT
101 DERBY STREET
HINGHAM MA 02043

PORTFOLIO SUMMARY

QUANTITY	DESCRIPTION	PRICE	VALUATION	EST ANNUAL INCOME	EST ANNUAL % YIELD	T Y
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	

TOTAL PRICED SECURITIES-LONG

TOTAL PRICED ACCOUNT VALUE

BOND PRICES ARE APPROXIMATIONS AND MAY DIFFER FROM CURRENT MARKET QUOTES. COMPUTERIZED PRICING SERVICES ARE OFTEN UNABLE TO SUPPLY US WITH UP TO THE MINUTE INFORMATION. THESE PRICES ARE PROVIDED ONLY AS A GENERAL GUIDE TO VALUE YOUR PORTFOLIO.

*****END OF STATEMENT*****

INQUIRIES ON YOUR VISA CARD OR CHECKING ACTIVITY?
CALL TOLL FREE (800) 325-8380 8AM TO 5PM MONDAY THROUGH FRIDAY.
IN MISSOURI CALL (800) 392-0795.
LOST VISA CARD?
CALL COLLECT (614) 248-4242 ON OUR 24-HOUR HOTLINE.
YOUR ACCOUNT IS PROTECTED UP TO $10,000,000 ($100,000 IN CASH), $500,000 PROVIDED BY SIPC AND $9,500,000 BY AN INDEPENDENT INSURANCE COMPANY

CONCERNED BECAUSE INTEREST RATES ON YOUR INCOME INVESTMENTS HAVE DROPPED? LOOKING FOR ALTERNATIVES? CALL YOUR INVESTMENT BROKER TODAY.

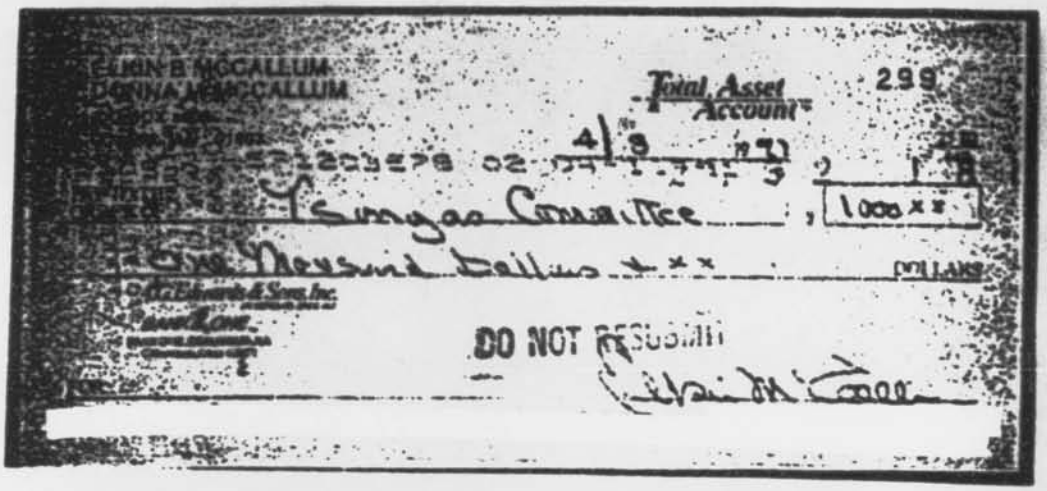
ATTACHMENT 8
Page 77 of 78

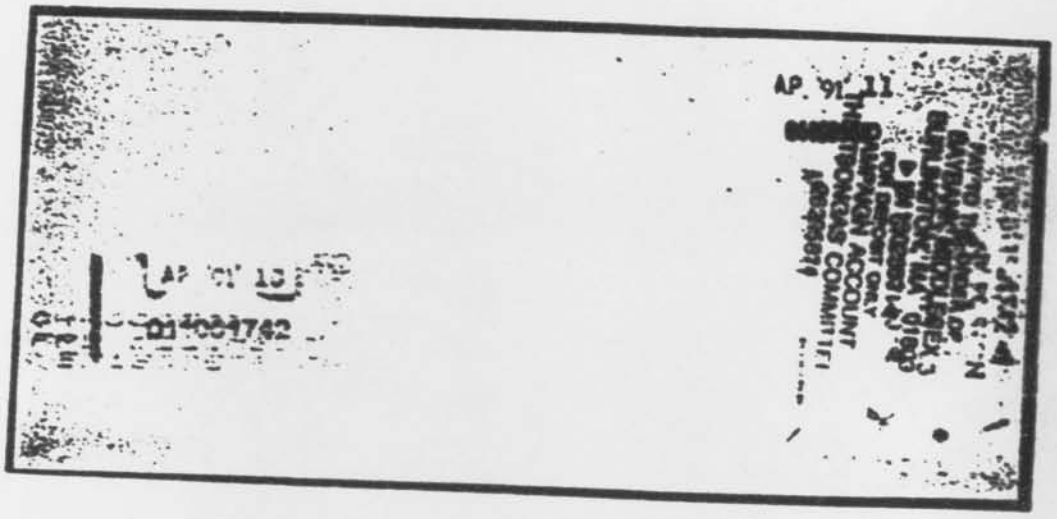
If this statement does not agree with your records, please contact our Branch Administration Department in St. Louis promptly. Please include your full account number.

SEE REVERSE FOR EXPLANATION OF CODES AND POSITION PRICING METHOD

Certain cash items, receipt and delivery of securities, margins and trades settling after the statement period will appear on your next statement.

9704378437143





97043783744

ATTACHMENT 8
Page 28 of 28

EM 0068

LAW OFFICE OF
MARK B. JOHNSON
12 Chestnut Street
Andover, Massachusetts 01810

(508) 475-4488

MARK B JOHNSON (MA, NH, DC)
LINDA A O'CONNELL (MA, NH)
KEVIN M CARROLL (MA)

Telecopier
(508) 475-6703

November 5, 1992

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

Re: Tsongas Audit
Anastasios Kalogianis

Dear Attorney Painter:

Enclosed please find Response of Mr. Kalogianis to the Subpoena and Order.

If you have any questions please feel free to call.

Very truly yours,

Mark B. Johnson

MBJ:loc:mdf

CC: Anastosios Kalogianis

Lit-kALOGIANIS-Pai1022

9704378345

ATTACHMENT 9
Page 1 of 16

9704378716

RESPONSE
OF ANASTASIOS KALOGIANIS
TO SUBPOENA ISSUED BY
FEDERAL ELECTION COMMITTEE

Q1. Please list the dates and amounts of any loans you made to The Tsongas Committee and/or Nicholas Rizzo and/or Maria Rizzo, and submit all documentation associated with the loan(s) including, but not limited to, the cancelled checks used to make the loan(s); any loan agreement or other note, memorandum or correspondence associated with the loans.

A1.

Date	Amount	Payee	Nature of Transaction
9/9/91	$10,000.00	Tsongas Committee	Loan
9/9/91	$1,000.00	Tsongas Committee	Donation
9/25/91	$15,000.00	Tsongas Committee	Loan
10/3/91	$24,000.00	Tsongas Committee	Loan
12/4/91	$35,000.00	Tsongas Committee	Loan
12/6/91	$65,000.00	Tsongas Committee	Loan
1/27/92	$100,000.00	Nicholas Rizzo	Loan

Attached hereto are copies of the following documents with respect to this response:

Copy of ledger card entitled "A.K. Loans to Tsongas Committee".

Correspondence dated July 1, 1992 from L. Anthony Sutin, Counsel for the Tsongas Committee to Anastasios Kalogianis.

Q2. Documents showing the outstanding balance of the loan(s) and a list of all payments received to date on the loan(s), including copies of checks and dates received.

A2. Correspondence dated July 30, 1992 from Nick Rizzo to Arthur Kalogianis with copies of checks

Attached hereto are copies of the following documents with respect to this response:
September 20, 1992 check made payable to Anastasios Kalogianis in the amount of $49,000.00;

October 1, 1992 check made payable to Anastasios Kalogianis in the amount of $100,000.00;

November 1, 1992 check made payable to Anastasios Kalogianis in the amount of $100,000.00.

Outstanding balance: $249,000.00

Q3. Documents and a written explanation relating to the making of loan(s), including, but not limited to, references to your understanding of the identity of the borrower; correspondence, memoranda or other documents indicating who solicited the loan, when the loan was solicited; how long the loan was solicited; and when repayment was expected.

A3. The checks were given to Mr. Rizzo as a loan to be repaid. Mr. Rizzo told me that I could lawfully make the loans. In reliance upon Mr. Rizzo's assurances, I made the loans. I made a contribution in the amount of $1,000.00 with the understanding that was the most I could contribute.

Mr. Rizzo gave me the three checks identified in Paragraph 2 to repay the loan. He told me to hold the checks until the funds were deposited to cover the checks. He explained he was getting a personal loan to cover the repayment of the loans. I have not yet deposited the checks as Mr. Rizzo has not informed me that funds are available to cover the checks.

Q4. Describe any contact you have had with Senator Paul Tsongas or any representative of his presidential campaign concerning the making or repayment of the loan(s).

A4. See Answer to Number 3, above.

9704378347

Q5. Please list names and addresses of other persons you know to have made similar loans.

A5. I know of no others.

Q6. Please list the dates and amounts of any other contributions you have made to The Tsongas Committee, and produce any documents relating to the making of those contributions, including, but not limited to, correspondence, memoranda or other documents indicating who solicited the contributions, how and when the contributions were solicited.

A6. None other than as set forth above.

25th Signed under the pains and penalties of perjury on this day of October.

Anastasios Kalogianis

lit-kalogianis-response

9704378718

ATTACHMENT 9
Page 4 of 16

JOB NO. _____ PAGE _____

JOB NAME AK LOANS to Tongas Committee

ADDRESS _____

CONTRACT AMOUNT $ _____

DATE	VENDOR	AMT	LABOR	SUBCONTRACT	MISC. JOB OVERHEAD ACCOUNT	MISC. JOB OVERHEAD AMOUNT	MATERIAL	BALANCE
9/9/91	AK# 275 T/	10 000 —					10 000 —	
9/9/91	AK# 276 T/	1 000 —	(DONATION)				11 000 —	
9/25/91	AK# 286 T/	15 000 —					26 000 —	
10/3/91	AK# 288 T/	24 000 —					50 000 —	
12/9/91	AK# 343 T/	35 000 —					85 000 —	
12/6/91	AK 344 T/	65 000 —					150 000 —	
1/27/92	AK 380 NICK ATTZO/	100 000 —					250 000 —	
				(TOTAL	LOANS		249 000 —	
				TOTAL	DONATIONS		1 000 00)	

9704437837119

ATTACHMENT 9
Page 5 of 16

9704378375C

ANASTASIOS KALOGIANIS
240 PLEASANT ST. - UNIT 1
METHUEN, MA 01844

275

9/9 1991

53-117/113

PAY TO THE ORDER OF Tsongas Committee $ 10,000 xx/100

Ten Thousand & xx/100 DOLLARS

Shawmut
Shawmut Arlington Trust Company

FOR John

3657412820 09-11-91 5555 271

A Kalogianis

---

for deposit only

SE 91 11

10 SEP 91

(508) 478-6103 (02-153879-71 10:03:19

61 MAIN ST SEP10-91 ... 01-148

ATTACHMENT 9

Page 6 of 16

ANASTASIOS KALOGIANIS
240 PLEASANT ST. - UNIT 1
METHUEN, MA 01844

276

9 Sept 1991 53-117/113

PAY TO THE ORDER OF TSON 67487 Comm 24580 $ 1,000 06

One Thousand 00/xx DOLLARS

Shawmut
Shawmut Arlington Trust Company

FOR donation

A. Kalogianis

9 7 0 4 3 7 8 3 7 5 1

for deposit only

01001742 BAYBANK BOSTON 175 FEDERAL ST BOSTON, MA 08

SEP 10 91

SE 91 11 10

0110

ONE FEDERAL STREET BOSTON, MA

ATTACHMENT 9
Page 7 of 16

ANASTASIOS KALOGIANIS
240 PLEASANT ST. - UNIT 1
METHUEN, MA 01844

286

53-117
113

Sept 25 1992

PAY TO THE ORDER OF — TSONGAS COMMITTEE — $ 15,000. —

— FIFTEEN THOUSAND AND XX/100 — DOLLARS

Shawmut
Shawmut Arlington Trust Company

FOR Loan

9704378375 2

for deposit only

ATTACHMENT 9
Page 8 of 16

ANASTASIOS KALOGIANIS
240 PLEASANT ST. - UNIT 1
METHUEN, MA 01844

288

Oct. 3 1991 53-117/113

PAY TO THE ORDER OF — Tsongas Committee — $ 24,000. —

— Twenty-four thousand and 00/100 — DOLLARS

Shawmut
Shawmut Arlington Trust Company

FOR loan

ANDOVER BANK, 61 MAIN ST. OCT02-91-->2113-7047-7<-- 01-143
ANDOVER, MA (508) 475-6103 (02-153879-7) 15:03:36

OT '91 03

02 OCT 91

5-20

011000206

1045 8 5:22

For Tsongas Committee

9704378375

ATTACHMENT 9
Page 9 of 16

ANASTASIOS KALOGIANIS
240 PLEASANT ST. - UNIT 1
METHUEN, MA 01844

343

DEC. 4 1991 53-117/113

PAY TO THE ORDER OF — TSONGAS COMMITTEE — $ 35,000.-

— Thirty-five Thousand and xx/100 — DOLLARS

Shawmut
Shawmut Arlington Trust Company

473460328 06 12-06-91 7291

FOR

Anastasios Kalogianis

9 7 0 4 3 7 8 3 7 5 4

ANDOVER BANK, 61 MAIN ST. DEC05-91 -->2113-7047-7<-- 01-138
ANDOVER, MA (508) 475-6103 (02-153879-7) 09:21:25

for deposit only
Credit to the within named payee
Absence of endorsement guaranteed by
Andover Savings Bank,
Andover, MA

DW

62 DEC 5-20
DE '91 06
5-20 011000206
0110-0001-5 7291
473460328 12-06-91

1147 3 C 2 0

ATTACHMENT 9
Page 10 of 16

SUITE THIRTEEN HUNDRED
WEST TOWER
555 THIRTEENTH STREET NW
WASHINGTON, DC 20004-1109

Writer's direct line
202/637-8273

July 1, 1992

Mr. Anastasios Kalogianis
c/o Olympic Construction
40 Lowell Street, Bldg. 2
Salem, NH 03079

Dear Mr. Kalogianis:

I am serving as counsel to The Tsongas Committee, Inc. with respect to certain election law matters.

In a review of campaign records, it has come to our attention that you may have made three loans, in the amounts of $10,000, $15,000 and $24,000, to Nick Rizzo and/or The Tsongas Committee in 1991. To enable the Committee to complete a review and analysis of its financial affairs, I would appreciate your advising me of the following at your earliest convenience:

(1) the amount, if any, of the balance unpaid from the loans;

(2) whether any note, agreement or other documentation of the loans exists; and

(3) your understanding of the purpose for which the loans were sought.

I also wish to inform you that the Federal Election Commission may initiate an investigation into the circumstances of these loans over the next few months to determine whether the loans constituted a contribution in excess of the $1,000 per person contribution limit under federal law.

9704378755

ATTACHMENT 9
Page 11 of 16

Please call me at if you have any questions. Thank you in advance for your cooperation.

Sincerely yours,

L. Anthony Sutin

LAS:smc
Enclosures
3842w

9704378375 6

ANASTASIOS KALOGIANIS
240 PLEASANT ST. - UNIT 1
METHUEN, MA 01844

344

Dec 6 1991 53-117/113

PAY TO THE ORDER OF — Tsongas Committee — $ 65,000. -

— Sixty-five Thousand and xx/100 — DOLLARS

Shawmut
A Shawmut Arlington Trust Company

361531730 12-09-91 6151

FOR loan

A. Kalogianis

9 7 0 4 7 8 3 7 5 7

ANDOVER BANK, 61 MAIN ST. DEC06-91-- 2113-7047-7-- 01-116
ANDOVER, MA (508) 475-6103 (02-153879-7) 13:16:38

5-20 DEC 09 91
011000206
5-20 DEC 07

for deposit only

Tsongas Committee

ATTACHMENT 9
Page 13 of 16

ANASTASIOS KALOGIANIS
240 PLEASANT ST. - UNIT 1
METHUEN, MA 01844

380

3 2 5 5 3 0 3 Jan. 27 1992 53-117/113

PAY TO THE ORDER OF — Nicholas Rizzo — $ 100,000.—

— One Hundred Thousand and xx/100 — DOLLARS

Shawmut
Shawmut Arlington Trust Company

FOR loan

A. Kalogianis

2 7 0 4 3 7 8 3 7 5 8

JAN 92 27
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JAN 27 92

▶011001742◀

N. Rizzo

ATTACHMENT 9
Page 14 of 16

30 July 92

Arthur Kalogianis
Olympic Construction
40 Lowell Road
Salem, NH 03079

Dear Arthur:

Enclosed you will please find three checks totalling $249,000.00 representing payment of the loans which I am fully responsible for making payment.

They are dated to co-incide with disburements that will be made to this account upon the due date(s).

I regret the problems that have surrounded this matter and though I can only offer re-payment, I assure you I am very apologetic.

Sincerely,

Nick Rizzo

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ATTACHMENT 9
Page 15 of 16

NICHOLAS A. RIZZO
P. O. BOX 577
ANDOVER, MA 01810

6745

53-235/113

BayBank

PAY TO THE ORDER OF ANASTASIOS KALOGIANIS

20 SEPTEMBER 19 92

$ 49,000.00

FORTY NINE THOUSAND DOLLARS ********** 00/00 DOLLARS

49,000.00

Nicholas A Rizzo

NICHOLAS A. RIZZO
P. O. BOX 577
ANDOVER, MA 01810

6746

53-235/113

BayBank

PAY TO THE ORDER OF ANASTASIOS KALOGIANIS

1 October 19 92

$ 100,000.00

ONE HUNDRED THOUSAND DOLLARS ********** 00/00 DOLLARS

100,000.00

Nicholas A Rizzo

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NICHOLAS A. RIZZO
P. O. BOX 577
ANDOVER, MA 01810

6747

53-235/113

BayBank

PAY TO THE ORDER OF ANASTASIOS KALOGIANIS

1 NOVEMBER 19 92

$ 100,000.00

ONE HUNDRED THOUSAND ********** 00/00 DOLLARS

100,000.00

Nicholas A Rizzo

ATTACHMENT 9
Page 16 of 16

VOLUME 242 • NUMBER 146
64 pages
35 cents

The Boston Globe

DAWN, THE DRAIN
Monday: Partial clearing, 40
Tuesday: Cloudy, 45-50
High tide: 8:48 a.m., 10:22 p.m.
Full report: Page 80

MONDAY, NOVEMBER 23, 1992

ATTACHMENT 10
Page 1 of 3

US questions Tsongas fund-raiser on expenditures

By Stephen Kurkjian and Scot Lehigh
GLOBE STAFF

The Federal Election Commission is questioning the payment of more than $100,000 in expenditures to Nicholas A. Rizzo Jr., the chief fund-raiser for the Tsongas presidential campaign, taken from a bank account he maintained, apparently without the knowledge of other Tsongas aides, according to sources.

Rizzo, who confirmed that his expenses are being questioned, told the Globe in an interview Saturday that he had given the Tsongas campaign written assurance that he would reimburse whatever portion of the expenses the FEC disallowed.

The Tsongas campaign learned of the account's existence last May as it accumulated the necessary documents for the FEC audit of its campaign spending, the sources said. The FEC was then informed of the existence of the account, which was established in an Andover bank, and how it was used during the campaign.

While he declined to provide such specifics as who opened the account or the identity of others who knew of its existence, Rizzo said that the account had been opened in 1991 during the first months of the Tsongas campaign and maintained with contributions made out to Tsongas' campaign.

Undisclosed account was used to pay aide

As the campaign developed, he said, he authorized payments from the account, for the most part to pay fees and expenses to himself and his political consulting company, Benco Consulting and Marketing of Andover. Although he would not say who authorized each payment, Rizzo, who held the official title of the campaign's national finance chairman, said approximately $100,000 in expenditures and fees were being questioned by the FEC.

"I know it looks like a lot of money," Rizzo said of the money he had been paid, "but spread over 18 months, it's really not all that much." While he declined to identify the bank where the unauthorized account was kept, Rizzo said it was located in his home town of Andover.

The lack of knowledge about the undisclosed account meant that the Tsongas campaign, which was chronically short of cash, was unable to seek federal matching funds for the contributions placed in it.

Asked if Tsongas had been upset to learn of the fund's existence and the ensuing FEC inquiry, Rizzo said: "I think that Paul felt, and maybe justifiably, that a lot of this headache could have been avoided had it been done in a different fashion. But I think I would have to agree with him."

Rizzo denied he had attempted to hide the existence of the account or benefit im-

RIZZO, Page 6

Continued from Page 1

properly from it. He said that he had provided the FEC with numerous records and receipts to document the expenses that he and his consulting company were paid from the account.

FEC spokesman Scott Mosley declined to discuss the FEC audit. However, he said agency auditors had completed their review of Tsongas campaign finances, which had begun last June, and submitted an "interim audit" to the FEC general counsel on Nov. 11.

Tsongas declined a request for an interview or comment through Dennis Kanin, his close friend and former campaign manager.

"The FEC is determining exactly what did happen," Kanin said. "Until there is a determination by the FEC, it is really not appropriate for him to comment on it." Kanin declined to comment further.

Focus is on 3 issues

According to sources who asked not to be identified, the FEC examination of the account is focusing on at least three issues:

- Was the establishment of the account properly authorized by the Tsongas committee? To guard against unauthorized raising and spending of campaign funds, the FEC requires that a campaign's chief financial officer - such as its treasurer - approve the establishing of all bank accounts.

According to sources who asked not to be identified, George Koklanis, the campaign's treasurer, and David Goldman, its business manager, did not know that the account had been established. Under FEC regulations, they should have been notified of the account's existence.

- Should the FEC have been notified of the account's existence earlier than the start of the campaign audit? FEC regulations require that the campaign inform the agency within a short period after an account is opened.

According to records on file at the FEC's Washington office, until the audit began the Tsongas campaign reported the existence of only one account for its campaign - with the Bay Bank Middlesex. Rizzo said that it is an open question of when the FEC must be notified of a new account's existence.

- Were the expenses paid to Rizzo from the account justified as campaign-related? Rizzo said that because he had maintained his private businesses while he acted as the campaign's chief fund-raiser, it may become difficult for him to convince the FEC that travel and office expenses that he incurred during the campaign did not, in part, involve his private affairs.

Rizzo acknowledged that none of the contributions to or expenses from the Andover account were recorded on the official financial statements filed by the campaign with the FEC.

Records show fees payments

The records on file there show that Rizzo and Benco were paid fees and expenses out of the campaign's main depositary account. Those re-

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US questions chief Tsongas fund-raiser

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cords show that Rizzo and Benoy received approximately $36,000 in ex- and $32,000 in consulting and ising fees during 1991 and

Another issue may involve whether Rizzo took money from the Andover account to make up for outside income he may have sacrificed by devoting much of his time to Tsongas's cause. One source close to the campaign said Rizzo had sought to justify some expenses by saying they represented business income he had foregone while working for Tsongas. Rizzo owns a long-established auto supply parts company in Andover as well as his consulting firm.

Asked about that on Saturday, Rizzo said he couldn't recall for certain if any of the money paid to his consulting company had been intended as compensation for lost income.

"You are asking me to remember something that may or may not have entered my mind at the time," he said. "I am not trying to justify today what occurred 18 months ago. It could have been."

He added: "I don't think I was ever required to explain that to anybody."

Similar to audits done on all other presidential campaigns, the review of Tsongas' election committee was begun on May 18. The auditors spent more than two months in Massachusetts, from June 22 to August 28, going over the campaign's records.

Civil penalties possible

The FEC has a range of options for dealing with campaign finance problems. According to spokeswoman Sharon Snyder, the oversight agency can order the repayment of any matching funds used for what are deemed ineligible expenses.

The agency can also begin a process to assess civil penalties for violations of campaign finances laws.

For any violation, an offender can be penalized up to 100 percent of the sum involved, Snyder said. If the violation is found to be "knowing and willful," the penalty can be double the amount involved. Should the campaign refuse to agree to those penalties, the agency must go to court to have those penalties imposed, Snyder said.

Regardless of the outcome of the examination, Rizzo's action in establishing the account has proved personally troubling to Tsongas and may have also hurt him politically.

Politically, any large-scale expenditure of funds would have hobbled Tsongas' poorly funded campaign, which operated on a shoestring budget until his New Hampshire primary win started the contributions flowing.

Through much of 1991, the campaign budget was stretched so thin that when the long-shot candidate traveled, frequently only one aide would accompany him because the campaign could not justify another commercial airline ticket. Sources say a lack of funds also forced the campaign staff to go without pay for weeks at a time, and impeded efforts to establish a presence in other key primary and caucus states.

LOWELL SUN PHOTO

NICHOLAS RIZZO
Denies trying to hide account

In addition, Rizzo acknowledged, the campaign never applied for matching federal funds for any of the campaign contributions that went into the undisclosed account. That means Tsongas' cash-starved effort likely lost the opportunity for thousands more in federal money. When Tsongas dropped out of the race in April, his campaign had more than $400,000 in debt. The campaign raised more than $3 million during the primary season.

Friendship may be strained

The controversy is said to have strained the long and friendly relationship between Tsongas and the 58-year-old Rizzo. One source said that Tsongas was angry with Rizzo on first learning of the allegations, but has since decided to stand by his friend.

Rizzo portrayed the relationship as still strong. Asked if Tsongas had been annoyed with him, he replied: "You couldn't prove it by me. He went to the hospital twice to see me." Since the campaign, Rizzo has been seriously ill both with an aneurysm and with cancer.

Rizzo, a close ally of former Massachusetts House Speaker Thomas McGee and former Gov. Edward King, has been a member of Tsongas' tight inner circle since Tsongas' first congressional campaign, in 1974.

As Tsongas went national, so did Rizzo. His success as a fund-raiser for Jimmy Carter landed him as post as assistant treasurer of the Democratic National Committee.

The long-time link between Tsongas, the neoliberal reformer who admits he can stray across the border into self-righteousness, and the old-style, hardboiled, wise-cracking Andover money man has puzzled some Tsongas allies.

Still, the relationship has by most accounts been a close one. Sources say it was Kanin, Tsongas, and Rizzo who were making many of the decisions at the end of the campaign.

Adrian Scubert of States News

ATTACHMENT 10
Page 2 of 3

Tsongas aide reportedly double-billed

Tsongas aide reportedly double-billed campaign

By Stephen Kurkjian and Scot Lehigh
GLOBE STAFF

Nicholas A. Rizzo Jr., the chief fund-raiser for the Tsongas presidential bid, apparently received $20,000 to $30,000 in overpayments by submitting duplicate bills to the campaign, two sources said yesterday.

Tsongas undergoes a biopsy to determine if he has had a relapse of cancer. Page 8.

The sources, who asked not to be identified, said that Rizzo had received double payments on several occasions in 1991 and 1992 for bills that had been paid out of the campaign's main bank account, as well as an account he had opened without the knowledge of other Tsongas campaign officials at an Andover bank.

One of the sources said that the Federal Election Commission, in its ongoing audit of the campaign, had made an initial determination during the summer that the double-billing

RIZZO, Page 8

■ RIZZO
Continued from Page 1

had occurred once it began comparing payments to Rizzo out of the two accounts.

Also, the source said, Rizzo had been unable to provide adequate documentation to show that another $20,000 to $25,000 he had been paid out of the second bank account was in fact campaign-related, one source said.

"There's a problem with at least $20,000" worth of the payments to Rizzo, the source said yesterday.

Rizzo said in a telephone interview yesterday that he could not recall intentionally submitting the same set of bills for payment by both bank accounts. However, he acknowledged the possibility, saying, "With any campaign there is a lot of paper flying around, back and forth. That happens in business."

The Globe reported yesterday that the FEC was focusing on Rizzo's opening of the account and making payments out of it to himself and his consulting company, Benco Marketing and Consulting of Andover.

The FEC auditors completed their review of the Tsongas campaign earlier this month and submitted an "interim" report to the agency's general counsel's office. The agency is expected to issue his provisional report by the end of the year and the Tsongas committee can either challenge or accept its findings.

About a month after Tsongas dropped out of the presidential race last spring, the FEC commenced its routine, end of the campaign audit of its fund raising and expenditures. In accumulating documents for the audit, sources said, the Tsongas committee received notification from Rizzo that he had maintained an account at an Andover bank that he had opened shortly after the campaign began in March 1991.

NICHOLAS A. RIZZO JR.
Skillful fund-raiser

"I can tell you it was a surprise to everyone else associated with the campaign that this account existed," said one official who was involved in maintaining the campaign's finances. A second source also said that no one in the campaign hierarchy had known of the Andover account.

The official said that the campaign was also informed at that time that another person had also been maintaining a bank account in which he had been depositing Tsongas contributions without the knowledge or authorization of the campaign. However, the official described this account as involving "small change."

Tsongas, who has been hospitalized for the past four days to determine if he had a recurrence of cancer, has not commented.

The account that Rizzo opened at the Andover bank received as much as $150,000 in campaign contributions, one ex-Tsongas aide said. Rizzo and his consulting company received at least $100,000 from it during the campaign's 18 months to pay for fees and expenses they incurred during Tsongas' presidential bid. Less than $1,000 was left in the account when Rizzo notified the campaign, the source said.

Rizzo and Benco also received $36,000 in expenses and $92,000 in consulting and fund-raising fees out of the campaign's chief bank account, which was maintained with Bay Bank Middlesex.

Meanwhile, ex-Tsongas campaign aides reacted strongly yesterday on learning that Rizzo had maintained a separate bank account.

One campaign worker recalled how in the summer of 1991, Tsongas flew to fund-raisers and political meetings in Seattle, Washington, and Tuscon alone because the campaign couldn't afford airfare for even one aide. He said he was frustrated and "deadened" at the news that Rizzo had kept money from the struggling campaign.

"So many people were paying such heavy prices at that time, not the least of whom was Tsongas himself," he said of the campaign sacrifices. "Every dollar meant so much."

By not knowing of the Rizzo account, the campaign did not submit the money to the FEC for federal matching funds, thereby losing much needed cash. With some of that money, this source said, the campaign might have been able to afford "a field organizer in Florida or Illinois," two crucial states, early on.

"Clearly there were things that could have been done in early 1991 that were desirable early on that we couldn't do," this person said.

Sources yesterday also contradicted Rizzo's contention that the controversy had not noticeably affected his long standing friendship with Tsongas. Those source said the former senator is angry at, and disappointed with Rizzo.

"Essentially, they have had very little contact in the last four months," said one. "I think Tsongas has spoken to him once."

Former Democratic officials expressed surprise that Rizzo had been caught in the controversy.

Former House Speaker David Bartley, an early Tsongas backer, said that he had high respect for Rizzo's work. "In every dealing that I've ever had with him, he has been Mr. Integrity," Bartley said.

Former Lt. Gov. Evelyn Murphy said when Rizzo worked for her gubernatorial campaign, there were no problems with his work.

"He was one of many for me in terms of many fund-raisers," Murphy said yesterday. "As far as my campaigns, there was never a trace of any questions or improprieties."

Contributing reporter Jack Sullivan assisted in preparing this article.

FEC PRESS OFFICE
ATTACHMENT 01
Page 3 of 3
Boston Globe 11-24-92
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RECEIVED FEDERAL ELECTION COMMISSION
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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CR 93-10056-T

UNITED STATES OF AMERICA	)	CRIMINAL NO. 93-10056T
	)	
	)	VIOLATIONS:
	)	
	)	18 U.S.C. §§1341 and 1346 (Mail Fraud)
v.	)	18 U.S.C. §1956 (Financial Transactions With Proceeds of Illegal Activity)
	)	18 U.S.C. §1344 (Bank Fraud)
	)	18 U.S.C. §1001 (False Statements to the Federal Election Commission)
NICHOLAS A. RIZZO, JR.	)	2 U.S.C. §§441a(a)(1)(A) and 437(g)(d) (Violating Federal Campaign Donation and Loan Limits)
	)	18 U.S.C. §2 (Aiding and Abetting)
	)	18 U.S.C. §982 (Criminal Forfeiture)

INDICTMENT

THE GRAND JURY CHARGES:

GENERAL ALLEGATIONS

1. At all times material to this Indictment, Nicholas A. Rizzo, Jr. (hereinafter "defendant Rizzo") was a resident of Andover, Massachusetts. Since September 13, 1977, defendant Rizzo has owned and operated Benco Consulting and Marketing, Inc. (hereinafter "Benco"), a business consulting firm located in Andover, Massachusetts.

2. In or about March 1991, Paul Tsongas formed an organization of individuals to assist him in seeking election as President of the United States in November 1992.

3. On March 7, 1991, the Tsongas Committee, Inc. (hereinafter "the Committee") was incorporated under the laws of the Commonwealth of Massachusetts. On March 18, 1991, the Committee registered with the Federal Election Commission (hereinafter "FEC") in Washington, D.C.

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4. The FEC is the agency of the United States responsible for enforcement of the campaign reporting requirements of the Federal Election Campaign Act (hereinafter "the Act") and for detection, investigation, and institution of enforcement action against those violating the Act.

5. During 1991 and early 1992, defendant Rizzo was the chief fundraiser for the Committee. Defendant Rizzo's responsibilities for the Committee included national fundraising, receiving and accounting for campaign contributions, assuring compliance with the Act, and acting as a liaison with the FEC. As such, defendant Rizzo had the responsibility to work honestly and without violating election laws or other laws in the course of his duties on behalf of the candidate, Paul Tsongas, and the Committee. Defendant Rizzo had an obligation to act honestly and lawfully in the course of raising and expending funds in furtherance of his role as chief fundraiser and finance manager for the Committee.

6. Defendant Rizzo had substantial experience as a fundraiser in federal elections, having acted as chief fundraiser and finance manager for Paul Tsongas's campaigns for the United States House of Representatives in 1974 and 1976 and the United States Senate in 1978, and as a fundraiser for the presidential campaigns of former President Jimmy Carter in 1980, Walter Mondale in 1984, and Congressman Richard Gephardt in 1988. Defendant Rizzo also served as Assistant Treasurer for the Democratic National Committee during the early 1980's.

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7. The Act, in particular, 2 U.S.C. §441a(a), and related federal regulations (11 CFR §100.7(a)(1)(iii) prohibit and render illegal the making of contributions or loans to any federal candidate that exceed $1,000 in connection with any election (primary or general).

8. A federal regulation under the Act (11 CFR §9033.2(b)(3)) allows presidential campaign committees to obtain campaign matching funds once the campaign has received $5,000 in contributions in each of 20 states. Once a campaign qualifies for matching funds, it is entitled to receive matching funds from the United States Treasury of up to $250 per campaign contribution. Therefore, for any contribution of $250 or less, the campaign is entitled to matching funds for the entire contribution. For contributions over $250, the campaign is entitled to matching funds of $250 per contribution.

9. The Act, in particular, 2 U.S.C. §432(c), requires a campaign committee's treasurer to keep records of all contributions and loans to the Committee. The Act, 2 U.S.C. §434a(3), also requires campaign committees to file periodic reports -- monthly during an election year in which more than $100,000 is projected, and monthly or quarterly, at the committee's option, during a non-election year -- containing a true and accurate accounting of campaign contributions and loans.

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COUNTS ONE TO EIGHT

(Mail Fraud - 18 U.S.C. §§1341 and 1346)

The Grand Jury further charges that:

1. The Grand Jury realleges and incorporates by reference the General Allegations section of this Indictment as if fully set forth in these counts of the Indictment.

THE SCHEME TO DEFRAUD

2. Beginning in or about March 1991 and continuing through in or about the date of this Indictment, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully devised, intended to devise, and executed a scheme and artifice to defraud by means of false and fraudulent pretenses, representations, and promises, well knowing at the time that the pretenses, representations, and promises were false and fraudulent when made:

a. and to obtain money and property from the Committee, numerous individuals who attempted to make campaign contributions to the Committee, and several individuals who attempted to make substantial loans to the Committee;

b. and to deprive the Committee and Paul Tsongas of defendant Rizzo's loyal, faithful, and honest services as the chief fundraiser and finance manager of the Committee.

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MEANS, METHODS, AND OBJECTIVES OF THE SCHEME

A. Theft of Campaign Contributions

3. It was part of the scheme that on March 8, 1991, defendant Rizzo, without the knowledge or authorization of other members of the Committee, opened a checking account at the Andover Bank (hereinafter "the undisclosed Andover Committee account") under the name, "The Tsongas Committee". Defendant Rizzo opened the account with his own social security number rather than the employer identification number of the Committee. Thereafter, at all times material to this Indictment, defendant Rizzo alone had signature authority on the account. On March 11, 1991, the Committee opened a checking account at Bay Bank Middlesex in Andover, Massachusetts. Defendant Rizzo did not have signature authority on this account, which was the Committee's regular operating account during 1991 and 1992.

4. It was further a part of this scheme that in 1991 and 1992, defendant Rizzo maintained and controlled a Post Office box in Andover, Massachusetts, where he received contributions to the Committee. During 1991 and January 1992, defendant Rizzo diverted approximately $181,000 in individual campaign contributions intended for the Tsongas campaign into the undisclosed Andover Committee account.

5. It was further a part of the scheme that defendant Rizzo actively concealed from the Committee the $181,000 in campaign contributions that he deposited in the undisclosed Andover Committee account. Because of defendant Rizzo's active

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ATTACHMENT 13
Page 5 of 32

concealment, the Committee failed to include the $181,000 as campaign contributions in its reports disclosing Committee contribution receipts to the FEC. Further, as a result of the non-disclosure of the $181,000 in contributions, the Committee could not and did not receive substantial matching funds for those contributions that it was legally entitled to receive, and those who contributed did not receive the benefit of having their contributions matched by federal funds.

6. It was further a part of the scheme that between March 12, 1991 and the spring of 1992, defendant Rizzo spent approximately $155,000 of the $181,000 on his own personal expenses.

B. Solicitation of Illegal Loans

7. It was further a part of the scheme that on or about March 11, 1991, defendant Rizzo solicited and received a $100,000 loan from Lawrence Ansin to the Committee. Defendant Rizzo told Lawrence Ansin that the loan was for campaign expenses, was legal, and would be repaid. Defendant Rizzo deposited the $100,000 in loan proceeds into the undisclosed Andover Committee account and spent the $100,000 on his own personal expenses. The loan has not been repaid.

8. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo solicited and received three loans from Elkin McCallum: a $100,000 loan on or about August 13, 1991; a $50,000 loan on or about October 21, 1991; and a $100,000 loan on or about February 11, 1992. In soliciting each of the loans,

ATTACHMENT 13
Page 6 of 32

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defendant Rizzo falsely represented to Elkin McCallum that the loan proceeds would go to benefit the Committee, that the loans were legál, and that the loans would be repaid in a short period of time. Defendant Rizzo deposited the two 1991 loans, totalling $150,000, in the undisclosed Andover Committee account, and deposited the $100,000 1992 loan directly into his personal account at Bay Bank Middlesex. Defendant Rizzo spent the $250,000 in loan proceeds on his own personal expenses. None of the loans have been repaid.

9. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo solicited and received six loans from Anastasios Kalogianis: a $10,000 loan on or about September 10, 1991; a $15,000 loan on or about September 25, 1991; a $24,000 loan on or about October 2, 1991; a $35,000 loan on or about December 5, 1991; a $65,000 loan on or about December 6, 1991; and a $100,000 loan on or about January 27, 1992. In soliciting each of the loans, defendant Rizzo falsely represented to Anastasios Kalogianis that the loan proceeds would go to benefit the Committee, that the loans would be quickly repaid, and that the loans were legal. Defendant Rizzo deposited the proceeds of the five 1991 loans, totalling $149,000, in the undisclosed Andover Committee account, and deposited the proceeds of the $100,000 1992 loan into his personal account at Bay Bank Middlesex. Defendant Rizzo spent the $249,000 in loan proceeds on his own personal expenses. None of the loans have been repaid.

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ATTACHMENT 13
Page 7 of 13

10. It was further a part of the scheme that on or about September 27, 1991, defendant Rizzo solicited and received a $10,000 loan from Peter Caloyeras. In soliciting the loan, defendant Rizzo falsely represented to Peter Caloyeras that the loan proceeds would go to the Committee, that the loan was legal, and that the loan would be repaid in February 1992. Defendant Rizzo deposited the proceeds of the $10,000 loan in the undisclosed Andover Committee account and spent the $10,000 in loan proceeds on his own personal expenses. The loan has not been repaid.

11. It was further a part of the scheme that during 1991, defendant Rizzo solicited and received two loans from Roger Trudeau: a $60,000 loan on or about August 8, 1991, and a $20,000 loan on or about September 10, 1991. In soliciting the loans, defendant Rizzo falsely represented to Roger Trudeau that the loan proceeds would go to the Committee, that the loans were legal, and that the loans would be repaid in a short period of time. Defendant Rizzo deposited the $80,000 in loan proceeds in a Benco account he controlled at Andover Bank. Defendant Rizzo repaid $15,000 of the loans and spent the remaining $65,000 on his own personal expenses. A balance of $65,000 remains unpaid.

12. It was further a part of the scheme that on or about October 22, 1991, defendant Rizzo solicited and received a $25,000 loan from Thomas Kelley. In soliciting the loan, defendant Rizzo falsely represented to Thomas Kelley that the proceeds of the $25,000 loan would go to benefit the Committee,

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ATTACHMENT 13
Page 8 of 32

that the loan was legal, and that the loan would be repaid in 45 to 60 days. Defendant Rizzo deposited the $25,000 in the undisclosed Andover Committee account and spent the $25,000 in loan proceeds on his own personal expenses. The loan has not been repaid.

13. It was further a part of the scheme that on or about October 16, 1991, defendant Rizzo solicited and received a $20,000 loan from Michael Spinelli. In soliciting the loan, defendant Rizzo falsely represented to Michael Spinelli that the proceeds of the loan would go to benefit the Committee and that the loan was legal. Defendant Rizzo deposited the proceeds of the loan in the undisclosed Andover Committee account and spent the $20,000 in loan proceeds on his own personal expenses. This loan was later repaid.

14. It was further a part of the scheme that on or about December 4, 1991, defendant Rizzo solicited and received a $60,000 loan from William Berg. In soliciting the loan, defendant Rizzo falsely represented to William Berg that the proceeds of the loan would go to benefit the Committee, that the loan was legal, and that the loan would be repaid quickly. Defendant Rizzo deposited the $60,000 in the undisclosed Andover Committee account. Defendant Rizzo repaid $30,000 of the loan and spent the balance on his own personal expenses. A balance of $30,000 remains unpaid.

15. In total, defendant Rizzo fraudulently obtained loans in the amount of $794,000 which he falsely represented to the

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individual lenders would be to the benefit of the Committee. Defendant Rizzo has repaid $65,000 of the loans. The total amount of the fraudulently obtained loans that remains unpaid by defendant Rizzo is $729,000.

C. False Billing, Double Billing, and Billing for Personal Expenditures

16. It was further a part of the scheme that defendant Rizzo fraudulently obtained money from the Committee during 1991 and 1992 by misrepresenting to the Committee that he had incurred campaign expenses that, in fact, he had not incurred. For example, on or about January 2, 1992, defendant Rizzo caused Carla Degnan, his daughter, who was a Benco employee and a Committee member who had signatory authority on the Committee's regular Bay Bank account, to write a check to him on that account in the amount of $42,000, when defendant Rizzo knew full well that he had not incurred expenses on behalf of the Committee to warrant such "reimbursement".

17. It was further a part of the scheme that defendant Rizzo billed the Committee for personal expenses including, among other things, expenses defendant Rizzo incurred at a women's clothing store and an adult entertainment center, which were not legally reimbursable by the campaign and did not relate to defendant Rizzo's obligation to assist the Committee.

18. It was further a part of the scheme that on numerous occasions defendant Rizzo "double billed" the Committee for campaign expenses that the Committee already had paid. For example, early in 1992 defendant Rizzo sought over $13,000 from

ATTACHMENT 13
Page 10 of 32

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the Committee in "reimbursement" for purportedly paying the Lafayette Hotel for goods and services in connection with a fundraising event at the hotel in or about March 1991, even though the bill had been paid by the Committee months earlier in 1991. In addition, on several occasions, defendant Rizzo caused the Committee to issue travel advance checks in the name of Steven Joncas with whom defendant Rizzo often travelled on campaign business. Defendant Rizzo took possession of the checks, forged Steven Joncas's name, and cashed them, keeping the proceeds for himself. Defendant Rizzo later sought reimbursement to himself in his own name from the Committee for the same travel expenses covered by the travel advance checks previously written in Steven Joncas's name and cashed by defendant Rizzo.

19. During 1991 and 1992, by double billing, submitting false bills, and billing the Committee for nonreimbursable personal expenditures, defendant Rizzo fraudulently obtained, or attempted to obtain, in excess of $77,000 from the Committee to which he was not entitled.

D. Expenditure Of Unlawfully Obtained Money

20. By diverting campaign contributions to the undisclosed Andover Committee account, soliciting loans through false and fraudulent representations, and submitting double, false, and otherwise improper bills, defendant Rizzo obtained $1,052,000, more or less, from the Committee, contributors to the Tsongas campaign, and the individual loaners named in paragraphs 7 to 14 of this Count, to which he was not legally entitled.

ATTACHMENT 13
Page 11 of 32

9704378374

21. During 1991 and 1992, defendant Rizzo expended the money he fraudulently obtained and diverted for his own personal benefit in several ways, including the following:

a. he repaid personal loans to financial institutions and individuals, including those individuals referred to in Counts Ten to Sixteen of this Indictment;

b. he paid gambling debts to "bookies" in Massachusetts and to casinos in Las Vegas, Nevada; Atlantic City, New Jersey; Foxwood, Connecticut; and San Juan, Puerto Rico;

c. he made campaign contributions, including his own $1,000 contribution to the Tsongas Committee;

d. he made substantial cash payments to his business, Benco, greatly in excess of any legitimate reimbursements for work performed on behalf of the Tsongas Committee; and

e. he paid personal living and entertainment expenses.

E. The Concealment and Cover-Up

22. In order to promote full disclosure of campaign financing and expenditures, Congress enacted reporting requirements in the Act concerning campaign fundraising, and established legal standards for appropriate handling of funds raised in a campaign. At all times relevant to this Indictment, defendant Rizzo violated the requirements of Titles 2 and 26 of

ATTACHMENT 13
Page 12 of 32

9704378375

the United States Code concerning campaign finance that he was legally required to abide by, and that the Committee and its contributors had a right to expect defendant Rizzo to obey as the chief fundraiser and as a finance manager of the Committee.

23. As part of his effort to conceal his activity, defendant Rizzo failed or caused others to fail to forward contributions (2 U.S.C. §432(b) and 11 CFR §102.8) and to properly account for contributions to the Committee (2 U.S.C.S §432(c) and 11 CFR §102.9). Defendant Rizzo also commingled campaign and personal funds (2 U.S.C. 432(a)(3) and 11 CFR §102.15), failed to properly deposit contributions (2 U.S.C. 432(h)(1) and 11 CFR §103.3), and caused false reports to be made to the FEC (2 U.S.C. §434(b) and 11 CFR §§104.3-104.11, and 26 U.S.C. §9042(c)).

24. As part of defendant Rizzo's efforts to conceal and cover up his fraud, he created and caused to be created false documents, and made false statements, including (a) written entries in the books and records of Benco that misrepresented the source of certain funds; (b) false and misleading note documents to those making loans to the Committee; (c) false personal and corporate federal income tax returns; (d) false statements made under oath to the FEC; and (e) numerous false statements to attorneys and those associated with the Committee's own investigation in an effort to explain his actions. In addition, defendant Rizzo wrote checks and sent them to individuals from whom he had solicited illegal loans, knowing when he wrote and

9704378376

ATTACHMENT 13
Page 13 of 32

sent the checks that there were insufficient funds to cover those checks.

THE MAILINGS

25. For the purpose of executing the aforesaid scheme and artifice to defraud others of their right to honest services and for obtaining money by false and fraudulent pretenses, representations, and promises, and attempting to do so, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly, willfully, and unlawfully placed and caused to be placed in a Post Office or authorized depository for mail matter to be sent and delivered by the United States Postal Service and knowingly, willfully, and unlawfully caused to be delivered by mail according to directions thereon, the following items on the following dates:

Count	Date of Mailing	Description
1	4/20/91	Bank statement for undisclosed Andover Committee account
2	2/22/92	Bank statement for defendant Rizzo's Bay Bank Middlesex personal account
3	9/30/91	Bank statement for Benco account at Andover Bank
4	9/27/91	Loan check from Peter Caloyeras

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5	2/5/92	Committee report to FEC
6	3/14/91	Campaign contribution check from Mary Wasserman
7	April 1992	Defendant Rizzo request for reimbursement to the Committee
8	3/11/91	Campaign contribution check from Patricia Campbell

All in violation of Title 18, United States Code, Sections 1341 and 1346.

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ATTACHMENT 13
Page 15 of 32

COUNT NINE

(Financial Transactions with Proceeds of Illegal Activity - 18 U.S.C. §§1956(a)(1)(A)(i) and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.

2. From in or about March 1991 until in or about April 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did conduct and cause to be conducted financial transactions involving the proceeds of mail fraud in violation of 18 U.S.C. §§1341 and 1346, that is, causing checks from various individuals and entities referred to in Counts One to Eight of this Indictment to be deposited in bank accounts controlled by defendant Rizzo and the proceeds retained by defendant Rizzo, knowing that the checks involved in such financial transactions represented the proceeds of unlawful activity and with the intent to promote the carrying on of such unlawful activity.

All in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i) and 2.

9704378379

ATTACHMENT 13
Page 16 of 32

COUNTS TEN TO SIXTEEN

(Bank Fraud - 18 U.S.C. §1344)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.

2. From in or about at least February 1988 until at least August 1991, defendant

NICHOLAS A. RIZZO, JR.

falsely represented to financial institutions that he was to receive substantial proceeds from real estate ventures, and falsely represented his income.

3. On or about each of the dates set forth below, in connection with loans made by the financial institutions named below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did knowingly execute and induce the execution of a scheme and artifice to defraud and to obtain the money listed below owned by and under the custody and control of the federally insured financial institutions listed below, by means of false and fraudulent pretenses, representations, and promises; to wit, false and fraudulent representations concerning defendant Rizzo's assets and income:

9704378C

ATTACHMENT 13
Page 17 of 32

Count	Time Period Loans Made	Lender	Total Amount of Loans
10	November 1989 to July 1991	Enterprise Bank and Trust Co.	$ 50,000
11	February 1988 to March 1990	Lawrence Savings Bank	$340,000
12	May 1989 to February 1991	Andover Bank	$912,824
13	November 1988 to December 1990	Bay Bank Middlesex	$155,000
14	November 1989 to August 1991	Medford Savings Bank	$530,000
15	August 1990	New Heritage Bank	$164,000
16	April 1986 to December 1989	Fleet Bank	$719,200
		TOTAL	$2,871,024

All in violation of Title 18, United States Code, Sections 1344 and 2.

ATTACHMENT 13
Page 18 of 52

9704378381

COUNTS SEVENTEEN TO THIRTY-TWO

(Violating Campaign Donation and Loan Limits - 2 U.S.C. §§441(a)(1)(A) and 437(g)(d))

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section and in Counts One to Eight of this Indictment are realleged and incorporated herein.

2. On or about the dates listed below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully caused loans to be made to the benefit of the Committee in amounts exceeding $1,000, as listed below:

Count	Agreement Date	Amount of Loan	Source of Loan
17	3/11/91	$100,000	Lawrence Ansin
18	8/8/91	$ 60,000	Roger Trudeau
19	8/13/91	$100,000	Elkin McCallum
20	9/10/91	$ 10,000	Anastasios Kalogianis
21	9/10/91	$ 20,000	Roger Trudeau
22	9/25/91	$ 15,000	Anastasios Kalogianis
23	9/27/91	$ 10,000	Peter Caloyeras
24	10/2/91	$ 24,000	Anastasios Kalogianis
25	10/16/91	$ 20,000	Michael Spinelli
26	10/21/91	$ 50,000	Elkin McCallum
27	10/22/91	$ 25,000	Thomas Kelley

ATTACHMENT 13
Page 19 of 32

970437832

28	12/4/91	$ 60,000	William Berg
29	12/5/91	$ 35,000	Anastasios Kalogianis
30	12/6/91	$ 65,000	Anastasios Kalogianis
31	1/27/92	$100,000	Anastasios Kalogianis
32	2/11/92	$100,000	Elkin McCallum
TOTAL		$794,000	

All in violation of Title 2, United States Code, Sections 441(a)(1)(A) and 437(g)(d), and 11 CFR §100.7(a)(1).

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ATTACHMENT 13
Page 20 of 32

COUNTS THIRTY-THREE TO FORTY-TWO

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section and in Counts One to Eight of this Indictment are realleged and incorporated herein.

2. On or about the dates listed below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully caused the Treasurer for the Committee to make false and fictitious statements and representations to the FEC concerning matters within the jurisdiction of the FEC; to wit, filing reports that did not accurately reflect certain conduct that was reportable under Title 2, United States Code, including (a) that illegal loans were made and caused to be made to the Committee; (b) that contributions had been made to the Committee in excess of the legally allowable limit; and (c) that improper expenditures had been made with campaign funds:

Count	Date of Report	Period Covered
33	2/12/92	7/1/91 - 9/30/91
34	2/5/92	10/1/91 - 12/31/91
35	2/24/92	1/1/92 - 1/31/92
36	3/23/92	2/1/92 - 2/29/92
37	4/23/92	3/1/92 - 3/31/92
38	5/26/92	4/1/92 - 4/30/92
39	6/23/92	5/1/92 - 5/31/92

ATTACHMENT 13
Page 21 of 32

9704378384

40	7/24/92	6/1/92 - 6/30/92
41	8/24/92	7/1/92 - 7/31/92
42	9/21/92	8/1/92 - 8/31/92

All in violation of Title 18, United States Code, Sections 1001 and 2(b).

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ATTACHMENT 13
Page 22 of 32

COUNT FORTY-THREE

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.

2. Pursuant to its statutory authority, the FEC issued subpoenas to various persons and entities in connection with an audit of the Committee and required answers to certain questions pertaining to the audit during 1992.

3. On or about November 18, 1992, defendant Rizzo, through his attorney, submitted written answers to certain questions from the FEC which he signed under the pains and penalties of perjury.

4. On or about November 18, 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did willfully and knowingly make and use and cause to be made and used a false writing and document knowing it to contain a false, fictitious and fraudulent statement and entry as to material facts in a matter within the jurisdiction of the FEC, a department and agency of the United States, in that in his "Written Answers", made pursuant to the request of the FEC, defendant Rizzo was asked the questions and responded falsely, as indicated below:

QUESTION:

"List names and addresses of persons making loans, the proceeds of which were deposited into Account Number identify the date and amount of each

ATTACHMENT 13
Page 23 of 32

9704378386

loan; and explain the circumstances surrounding the solicitation of each loan.

ANSWER:

Lawrence Ansin, Weston, Massachusetts, $100,000
Elkin McCallum, Tyngsboro, Massachusetts, $250,000
Michael Spinelli, Lowell, Massachusetts, $20,000
Tom Kelley, Portsmouth, New Hampshire, $25,000
Arthur Kalogianis, Salem, New Hampshire, $249,000

I solicited the loans and issued, in some cases, promissory note(s) signed by me for repayment. The loans were to be used by me and repaid by me."

* * *

QUESTION:

"List names and addresses of persons making any other loans to you, Maria Rizzo, or The Tsongas Committee, solicited on behalf of The Tsongas Committee; identify the date and amount of each loan; explain the circumstances surrounding the solicitation of each loan; and identify how the proceeds of these loans were used.

ANSWER:

None."

4. Defendant Rizzo then and there well knew and believed that said answers were false since in truth and in fact defendant Rizzo failed to disclose in his answers to the FEC that he had (a) solicited and obtained a loan on behalf of the Committee from Peter Caloyeras in the amount of $10,000 which he deposited in Account Number (b) solicited and obtained loans on behalf of the Committee from Roger Trudeau totalling $80,000 which were deposited to Account Number name, Benco Consulting and Marketing, Inc.; and (c) solicited and obtained a loan payable to the Committee from William Berg in the

ATTACHMENT 13
Page 24 of 32

9704378387

amount of $60,000 which was deposited in Account Number [redacted]

All in violation of Title 18 United States Code, Sections 1001 and 2.

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ATTACHMENT 13
Page 25 of 32

COUNT FORTY-FOUR

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.

2. On or about November 18, 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did willfully and knowingly make and use and cause to be made and used a false writing and document knowing it to contain a false, fictitious, and fraudulent statement and entry as to material facts in a matter within the jurisdiction of the FEC, a department and agency of the United States, in that in his "Written Answers", made pursuant to the request of the FEC, defendant Rizzo was asked the following question and responded falsely, as indicated below:

QUESTION:

> "Describe any contact you may have had with Steve Joncas of Lowell, Massachusetts, during your work with the Tsongas Committee. Explain any financial transactions you entered with Mr. Joncas.

ANSWER:

> I had frequent contact with Steve Joncas. Mr. Joncas frequently accompanied me on a variety of volunteer assignments. Advance expense funds were issued to Mr. Joncas by The Committee with the full knowledge that I was to use the funds and I was responsible for the accounting of all expenditures of those funds."

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ATTACHMENT 13
Page 26 of 32

3. Defendant Rizzo then and there well knew and believed that said answer was false since no responsible individuals associated with or representing the Committee in any way had knowledge that defendant Rizzo was to use or obtain any funds from the Committee relating to Steven Joncas.

All in violation of Title 18, United States Code, Section 1001 and 2(b).

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ATTACHMENT 13
Page 27 of 32

COUNT FORTY-FIVE

(Criminal Forfeiture - 18 U.S.C. §982(a)(1))

The Grand Jury further charges that:

1. The charges and allegations set forth in the General Allegations section and Counts One through Nine of the Indictment are realleged and incorporated herein.

2. Approximately $1,052,000 was involved in defendant Rizzo's violation of Title 18, United States Code, Section 1956, as alleged in Count Nine.

3. Upon conviction of the violation alleged in Count Nine of this Indictment, defendant

NICHOLAS A. RIZZO, JR.

shall forfeit to the United States any and all property constituting and derived from proceeds defendant Rizzo obtained, directly or indirectly, as the result of such violations, including, but not limited to, the aforementioned $1,052,000.

4. If, as a result of any action or omission of defendant Rizzo, any of the property described in paragraph 3 above:

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, or deposited with, a third person;

(3) has been placed beyond the jurisdiction of the court;

(4) has been substantially reduced in value; or

(5) has been commingled with other property which cannot be divided without difficulty;

then it is the intent of the United States, pursuant to Title 18,

ATTACHMENT 13
Page 28 of 32

9704378371

United States Code, Section 982(1)(B), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property, that is, $1,052,000. Such other property includes, but is not limited to:

a. the land, with all buildings, appurtenances and improvements thereon, located at 30 Hemlock Road, Andover, Massachusetts, as described in a deed to Nicholas and Maria Rizzo, recorded with the Essex County Registry of Deeds at Book 1192, Page 623;

b. an office condominium located at One Elm Square, Andover, Massachusetts, as described in a deed to Maria A. Rizzo, trustee, Aede Family Trust, recorded with the Essex County Registry of Deeds, at Book 1721, Page 342.

All in violation of Title 18, United States Code, Sections 982(a)(1) and (b).

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ATTACHMENT 13
Page 29 of 32

COUNT FORTY-SIX

(Criminal Forfeiture - 18 U.S.C. §982(a)(2))

The Grand Jury further charges that:

1. The charges and allegations set forth in the General Allegations section and Counts Ten through Sixteen of this Indictment are realleged and incorporated herein.

2. From his engagement in the unlawful activities alleged in Counts Ten through Sixteen, in violation of 18 U.S.C. §1344, defendant

NICHOLAS A. RIZZO, JR.

obtained and derived, directly and indirectly, approximately $2,871,024 in proceeds.

3. Upon conviction of the violations alleged in Counts Ten through Sixteen of this Indictment, defendant Rizzo shall forfeit to the United States any and all property constituting and derived from proceeds defendant Rizzo obtained, directly or indirectly, as the result of such violations, including, but not limited to, the aforementioned $2,871,024.

4. If, as a result of any action or omission of defendant Rizzo, any of the property described in paragraph 3 above:

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, or deposited with, a third person;

(3) has been placed beyond the jurisdiction of the court;

(4) has been substantially reduced in value; or

(5) has been commingled with other property which cannot be divided without difficulty;

ATTACHMENT 13
Page 30 of 32

9704378373

then it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(1)(B), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property, that is, $2,871,024. Such other property includes, but is not limited to:

a. the land, with all buildings, appurtenances and improvements thereon, located at 30 Hemlock Road, Andover, Massachusetts, as described in a deed to Nicholas and Maria Rizzo, recorded with the Essex County Registry of Deeds at Book 1192, Page 623;

b. an office condominium located at One Elm Square, Andover, Massachusetts, as described in a deed to Maria A. Rizzo, trustee, Aede Family Trust, recorded with the Essex County Registry of Deeds, at Book 1721, Page 342.

All in violation of Title 18, United States Code, Sections 982(a)(2) and (b).

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ATTACHMENT 13
Page 31 of 32

A TRUE BILL

ann b. Liguma
FOREPERSON OF THE GRAND JURY

Brian T. O'Connor
ASSISTANT U.S. ATTORNEY

DISTRICT OF MASSACHUSETTS: February 19, 1993 @2:55pm

Returned into the District Court by Grand Jurors and filed.

Maryann V Young
DEPUTY CLERK

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ATTACHMENT 13
Page 32 of 32

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 3585
)

SUBPOENA TO PRODUCE DOCUMENTS
ORDER TO SUBMIT WRITTEN ANSWERS

TO: William Berg
34 Brantwood Road
Arlington, MA 02174

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions in this Order and subpoenas you to produce the documents requested on this Subpoena.

Such answers must be submitted under oath and must be forwarded to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, along with the requested documents within 20 days of receipt of this Order and Subpoena.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C. on this , day of , 1993.

Scott E. Thomas, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

ATTACHMENT 14 (a)
Page 1 of 4

9704378376

I. INSTRUCTIONS

In answering this Order to Submit Written Answers and Subpoena to Produce Documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

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

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to June 30, 1992.

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

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II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

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

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

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

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

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III. REQUEST FOR PRODUCTION OF DOCUMENTS/ORDER TO SUBMIT WRITTEN ANSWERS

You are required to produce the following documents and written answers within 20 days of service of this request:

1. Please list the dates and amounts of any loans you made to The Tsongas Committee, Nicholas Rizzo, and Maria Rizzo, and submit all documentation associated with the loan(s) including, but not limited to, the canceled checks used to make the loan(s); any loan agreement or other note, memorandum or correspondence associated with the loan(s).

2. Documents showing the outstanding balance of the loan(s) and a list of all payments received to date on the loan(s), including copies of checks and dates received.

3. Documents and a written explanation relating to the making of loan(s), including, but not limited to, references to your understanding of the identity of the borrower; correspondence, memoranda or other documents indicating who solicited the loan, when the loan was solicited, how the loan was solicited; and when repayment was expected.

4. Describe any contact you have had with Senator Paul Tsongas or any representative of his presidential campaign concerning the making or repayment of the loan(s).

5. Please list names and addresses of other persons you know to have made similar loans.

6. Please list the dates and amounts of any other contributions you have made to The Tsongas Committee, and produce any documents relating to the making of those contributions, including, but not limited to, correspondence, memoranda or other documents indicating who solicited the contributions, how and when the contributions were solicited.

7. Describe your understanding of the federal law regarding political contributions to presidential candidates at the time you made any loans or other contributions to The Tsongas Committee.

9704378379

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 3585
)

SUBPOENA TO PRODUCE DOCUMENTS
ORDER TO SUBMIT WRITTEN ANSWERS

TO: Roger Trudeau
255 North Road
Unit 126
Chelmsford, MA 01824

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions in this Order and subpoenas you to produce the documents requested on this Subpoena.

Such answers must be submitted under oath and must be forwarded to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, along with the requested documents within 20 days of receipt of this Order and Subpoena.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C. on this , day of , 1993.

Scott E. Thomas, Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

ATTACHMENT 14 (6)
Page 1 of 4

97043783800

I. INSTRUCTIONS

In answering this Order to Submit Written Answers and Subpoena to Produce Documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

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

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to June 30, 1992.

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

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II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

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

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

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

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

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III. REQUEST FOR PRODUCTION OF DOCUMENTS/ORDER TO SUBMIT WRITTEN ANSWERS

You are required to produce the following documents and written answers within 20 days of service of this request:

1. Please list the dates and amounts of any loans you made to The Tsongas Committee, Nicholas Rizzo, and Maria Rizzo, and submit all documentation associated with the loan(s) including, but not limited to, the canceled checks used to make the loan(s); any loan agreement or other note, memorandum or correspondence associated with the loan(s).

2. Documents showing the outstanding balance of the loan(s) and a list of all payments received to date on the loan(s), including copies of checks and dates received.

3. Documents and a written explanation relating to the making of loan(s), including, but not limited to, references to your understanding of the identity of the borrower; correspondence, memoranda or other documents indicating who solicited the loan, when the loan was solicited, how the loan was solicited; and when repayment was expected.

4. Describe any contact you have had with Senator Paul Tsongas or any representative of his presidential campaign concerning the making or repayment of the loan(s).

5. Please list names and addresses of other persons you know to have made similar loans.

6. Please list the dates and amounts of any other contributions you have made to The Tsongas Committee, and produce any documents relating to the making of those contributions, including, but not limited to, correspondence, memoranda or other documents indicating who solicited the contributions, how and when the contributions were solicited.

7. Describe your understanding of the federal law regarding political contributions to presidential candidates at the time you made any loans or other contributions to The Tsongas Committee.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Nicholas A. Rizzo, Jr.;	)	
Thomas D. Kelley, Jr.;	)	
Michael Spinelli;	)	
Peter B. Caloyeras;	)	MUR 3585
Elkin McCallum;	)	
Lawrence Ansin;	)	
Anastasios Kalogianis;	)	
Roger Trudeau;	)	
William Berg.	)	

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CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on April 12, 1993, the Commission decided by a vote of 5-0 to take the following actions in MUR 3585:

> Find reason to believe that Nicholas A. Rizzo knowingly and willfully violated 2 U.S.C. §§ 432(b)(1) and (3); 2 U.S.C. § 432(a); 2 U.S.C. § 432(h); 2 U.S.C. § 441a(a)(1)(A) and 11 C.F.R. §§ 110.9(a) and 116.5(b); 2 U.S.C. § 441a(f); and 2 U.S.C. § 441b and 11 C.F.R. § 114.2(c), but hold the investigation in abeyance pending the outcome of criminal proceedings against him.

(Continued)

Find reason to believe that Thomas D. Kelley Jr., Michael Spinelli, Peter B. Caloyeras, Lawrence Ansin, Elkin McCallum, Anastasios Kalogianis, Roger Trudeau, and William Berg violated 2 U.S.C. § 441a(a)(1)(A).

Find reason to believe that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Nicholas A. Rizzo, but intending it to benefit the Committee.

Authorize depositions for the following individuals:

Senator Paul E. Tsongas;
Nicholas A. Rizzo, Jr.;
Thomas D. Kelley, Jr.;
Michael Spinelli;
Peter B. Caloyeras;
Elkin McCallum;
Lawrence Ansin;
Anastasios Kalogianis;
Roger Trudeau;
William Berg;
Mark O. Henry;
Steven Joncas;
Dennis Kanin, Tsongas campaign manager;
David Goldman, Tsongas campaign business manager;
S. George Kokinos, Tsongas Committee Treasurer;
Maria Rizzo;
Carlo Maria Degnan;
Tricia Melvin;
Cindi Parker, assistant to Elkin McCallum.

(Continued)

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Approve the subpoenas and orders for Roger Trudeau and William Berg, as recommended in the General Counsel's Report dated April 6, 1993.

Approve the Factual and Legal Analyses, as recommended in the General Counsel's Report dated April 6, 1993.

Approve the appropriate letters, as recommended in the General Counsel's Report dated April 6, 1993.

Commissioners Elliott, McDonald, McGarry, Potter, and Thomas voted affirmatively for the decision; Commissioner Aikens did not cast a vote.

Attest:

4-12-93
Date

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

Received in the Secretariat: Wed, April 7, 1993 9:57 a.m.
Circulated to the Commission: Wed., April 7, 1993 4:00 p.m.
Deadline for vote: Mon., April 12, 1993 4:00 p.m.

dr

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

APRIL 22, 1993

Nicholas A. Rizzo, Jr.
30 Hemlock Road
Andover, MA 01810

RE: MUR #3585

Dear Mr. Rizzo:

On April 12, 1993, the Federal Election Commission found that there is reason to believe you knowingly and willfully violated 2 U.S.C. §§ 432(b)(1) and (3); 2 U.S.C. § 432(a); 2 U.S.C. § 432(h); 2 U.S.C. § 441a(a)(1)(A) and 11 C.F.R. §§ 110.9(a) and 116.5(b); 2 U.S.C. § 441a(f); and 2 U.S.C. § 441b and 11 C.F.R. § 114.2(c), provisions of the Federal Election Campaign Act of 1971, as amended ("the Act"), and the Commission's regulations. The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

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

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

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

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have enclosed a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Mary Tabor or Delanie DeWitt Painter, the attorneys assigned to this matter, at (202)219-3690 or (800)424-9530.

Sincerely,

Scott E. Thomas
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Nicholas A. Rizzo, Jr.
30 Hemlock Road
Andover, MA 01810

MUR #3585

I. BACKGROUND

This matter was generated by information obtained by the Federal Election Commission ("the Commission") in the normal course of carrying out its supervisory responsibilities pursuant to the Federal Election Campaign Act of 1971, as amended ("the Act"). 2 U.S.C. § 437g(a)(2). On August 19, 1992, the Office of General Counsel received a referral from the Audit Division involving Nicholas A. Rizzo, Jr., a fundraising consultant to the 1992 presidential campaign of Paul E. Tsongas. Prior to fieldwork on the audit of The Tsongas Committee ("the Committee"), conducted pursuant to 26 U.S.C. § 9038(a), the Committee's counsel disclosed to Commission staff that campaign staff had discovered an unauthorized bank account maintained by Mr. Rizzo in the Committee's name at the Andover Bank in Andover, Massachusetts.

In discussions with Audit Division and Office of General Counsel staff on June 17, 1992, and July 10, 1992, the Committee's counsel estimated that more than $700,000 in unreported financial activity occurred in the account Mr. Rizzo maintained at the Andover Bank. The Audit Division's subsequent review of available account records concludes that net deposits

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into the account totaled $719,309.1/ Mr. Rizzo opened the account in early March, 1991.2/ However, the Committee asserts it did not become aware of the account until early 1992 when a contributor notified the Committee that his contribution had not been acknowledged. According to the Committee, the Committee's business was handled from Mr. Rizzo's office in Andover during most of 1991. Committee representatives told the Audit staff that Mr. Rizzo maintained the Committee's accounts and had authority to approve the payment of expenses.

The Audit Division identified $189,737 in contributions from individuals. Another $514,000 represented loan checks made payable to the Committee from seven individuals. Included in this amount is a $60,000 deposit made on December 4, 1991. According to the grand jury indictment, this amount represented proceeds from a loan Mr. Rizzo solicited and received from William Berg, ostensibly to benefit the Committee. No source has yet been identified for the remainder of the Andover account receipts, which total $15,572.

In addition to the Andover Bank account, Mr. Rizzo solicited two loans totaling $200,000 on behalf of the Committee, but requested that the lenders make the checks payable to him, according to responses to Commission subpoenas. According to the grand jury indictment, Mr. Rizzo deposited

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1/ Gross deposits totaled $719,414; however, the auditors deducted $105 in checks returned for insufficient funds.

2/ On March 7, 1991, the Committee's treasurer signed the statement of organization and on March 8, 1991, the first deposit into the Andover account occurred.

these two loans into his personal account at Bay Bank. Moreover, the grand jury indictment reveals that Mr. Rizzo solicited two loans from Roger Trudeau totaling $80,000, and deposited the proceeds into an account in the name of Benco Consulting and Marketing, Inc. ("Benco"), a Massachusetts corporation for which he serves as president and treasurer, at the Andover Bank. It appears that Mr. Rizzo has repaid 65,000 of the loan total as of this date.

Mr. Rizzo wrote checks payable to himself in the amount of $483,600 from the account. In addition, Mr. Rizzo paid $137,615 from the account to Benco. The Committee stated that the $39,195 disbursed by Mr. Rizzo to eight banks related to Mr. Rizzo's personal debts.3/ Moreover, Mark O. Henry of North Andover, Massachusetts, received two payments totaling $10,000 from the Andover account. In his response to a Commission subpoena, Mr. Henry states that the $10,000 was repayment for personal loans made to Nicholas and Maria Rizzo. Mr. Rizzo's wife, Maria, also received a $1,000 payment from the Andover account. In addition, Mr. Rizzo paid $25,046 in expenses to campaign vendors from the Andover bank account, including

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3/ Responses to Commission subpoenas received from the following five banks indicated that they had made personal or business loans to Mr. Rizzo: Andover Bank, Bay Bank, Enterprise Bank & Trust Co., Lawrence Savings Bank, and Medford Savings Bank. Subsequent to responding to the Commission's subpoena, Shawmut Bank informed us that the account number indicated on a $2,538.15 payment from the Andover Bank account to Shawmut Bank related to a credit card account held in Mr. Rizzo's name, but since transferred to Norwest Card Services. Two other banks, Fleet Services (formerly Bank of New England) and First Essex Savings Bank did not locate any records of loans to Mr. Rizzo.

$19,663 to the Committee's printer, $3,243 to travel agencies, $1,472 to a hotel, and $688 to a campaign employee. It is not clear whether the remaining $11,994 in disbursements to identified payees were campaign-related. A remaining disbursement in the amount of $10,809 is documented only by an entry on the bank statement, and the payee on the check is unknown.

II. ACCOUNTING FOR CONTRIBUTIONS, COMMINGLING FUNDS, AND UNAUTHORIZED EXPENDITURES

Every person who receives a contribution for an authorized political committee must forward that contribution to the committee treasurer within 10 days of receipt. 2 U.S.C. § 432(b)(1). For contributions of more than $50, the recipient must also forward the name and address of the contributor and the date of receipt. 2 U.S.C. § 432(b)(1). For contributions in excess of $200, the contributor's occupation and employer should also be supplied to the treasurer. 11 C.F.R. § 102.8(a). All receipts received by a committee must be deposited into a designated depository. 2 U.S.C. § 432(h)(1). In addition, no funds of a political committee may be commingled with the personal funds of any individual. 2 U.S.C. § 432(b)(3); 11 C.F.R. § 102.15. See MUR 708 (Commission found probable cause to believe that staff person for The Wallace Campaign, Inc. commingled funds of the presidential committee with personal funds in violation of 2 U.S.C. § 432(b).)

The Act also limits how disbursements may be made on behalf of a political committee. No expenditure shall be made for or

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on behalf of a political committee without the authorization of the treasurer or his or her designated agent. 2 U.S.C. § 432(a). Moreover, no disbursements, other than petty cash disbursements, may be made by a committee except by check drawn on a designated account. 2 U.S.C. § 432(h)(1).

Mr. Rizzo failed to forward at least $983,737 in contributions intended for the Committee. Instead, he deposited $703,737 of these funds into an unauthorized account at the Andover Bank, deposited $200,000 in loans into his personal bank account at Bay Bank and deposited $80,000 into a Benco account without performing any of the requisite recordkeeping regarding the contributors. Moreover, Mr. Rizzo apparently concealed these contributions from the Committee for the purpose of converting a substantial portion of these funds to his personal use. Mr. Rizzo used the Andover account as his own personal bank account to pay for personal expenditures, and at the same time, used his other bank accounts to pay for some Committee expenditures. For example, the $10,000 in payments to Mr. Henry apparently related to a personal debt owed by Mr. and Mrs. Rizzo.

Mr. Rizzo wrote checks from the Andover Bank account payable to himself totaling $483,600; to Benco, his company, totaling $137,615; and to eight local banks totaling $39,195, which may have been related to his personal debts. In his response to the Commission's subpoena dated November 18, 1992, Mr. Rizzo states that the Andover Bank account was an "exploratory account." He states that he solicited the loans

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from the six individuals and issued promissory notes to some of the lenders signed by him. The loans were "to be used by me and repaid by me." Checks issued from the account to him "were from loan proceeds and were used for a variety of purposes, all personal." Moreover, Mr. Rizzo states that he paid $10,000 to Mr. Henry as repayment of a personal loan from "loan proceeds in the account." According to the subpoena response from Benco, Mr. Rizzo's consulting firm, amounts paid to Benco were for consulting services and "part of loan proceeds."

Responses to the subpoenas submitted by the six individual lenders and the loan checks, made payable in most instances to the Committee, do not support Mr. Rizzo's characterization of the loans as personal loans to him. It appears that the loans and other funds in the account were intended for the Committee. Thus, Mr. Rizzo commingled Committee funds with his individual funds.

Therefore, there is reason to believe that Mr. Rizzo knowingly and willfully failed to forward contributions to the Committee treasurer and knowingly and willfully commingled Committee funds with his personal funds in violation of 2 U.S.C. § 432(b)(1) and (3). Moreover, there is reason to believe that Mr. Rizzo knowingly and willfully disbursed funds on behalf of the Committee without the treasurer's authorization and from an

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undesignated account in violation of 2 U.S.C. § 432(a) and 2 U.S.C. § 432(h).4/

III. EXCESSIVE AND PROHIBITED CONTRIBUTIONS

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(B). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A). No officer or employee of a political committee shall knowingly accept a contribution made for the benefit or use of a candidate, or knowingly make any expenditure on behalf of a candidate, in violation of any limitation imposed on contributions and expenditures. 2 U.S.C. § 441a(f); 11 C.F.R. § 110.9(a).

Moreover, the Commission considers payments made by an individual from his or her personal funds for costs incurred in providing goods or services to, or obtaining goods and services that are used by or on behalf of, a candidate to be in-kind contributions subject to the contribution limits of 2 U.S.C. § 441a(a)(1)(A). 11 C.F.R. § 116.5(b); see Explanation and

4/ Mr. Rizzo paid $19,663.27 to the Committee's printer, $2,771.50 for campaign travel expenses, and $1,471.66 for campaign hotel costs from the Andover account.

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Justification of Regulations on Debts Owed by Candidates and Political Committees, 55 Fed. Reg. 26383 (June 27, 1989).

The Act also prohibits corporations from making contributions or expenditures in connection with any federal election. 2 U.S.C. § 441b(a); 11 C.F.R. § 114.2(b). By the same token, a candidate, political committee or other person is prohibited from knowingly accepting or receiving any corporate contribution. 11 C.F.R. § 114.2(c).

The evidence indicates that Mr. Rizzo solicited loans from eight individuals to the Committee totaling $794,000, including $514,000 made payable to the Committee; $200,000 made payable to Mr. Rizzo personally, but apparently intended for the Committee; and $80,000 deposited into a Benco account. Responses to the Commission's subpoenas from the individual lenders and a grand jury indictment filed against Mr. Rizzo on February 22, 1993, reveal details of these transactions.

In a response dated October 20, 1992, Thomas D. Kelley Jr. stated that he made an unsecured, interest-free loan in the amount of $25,000 to the Committee on October 22, 1991, and that the loan check was deposited in the Andover Bank. According to his response, Mr. Kelley met Mr. Rizzo, who said that he was the campaign manager for the Tsongas Committee, in October, 1991. Mr. Rizzo solicited a loan to the Committee, and promised it would be repaid with matching funds which the Committee would receive in January, 1992. Mr. Kelley states that he agreed to make an interest-free unsecured loan of $25,000 to the Committee based on Mr. Rizzo's representations, and that Mr. Rizzo offered

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a personal guarantee that Mr. Kelley would be repaid. Mr. Rizzo sent a check dated September 25, 1992 to Mr. Kelley in July, 1992 to repay the loan, and requested that Mr. Kelley not cash the check until September, so that funds could be deposited to cover the check. Mr. Kelley did not cash the check. In July, 1992, Mr. Rizzo also sent a promissory note back-dated to October 24, 1991 to Mr. Kelley, in which he promised to pay him the $25,000. However, Mr. Kelley states that he loaned the money to the Committee, and "categorically" denies that the loan was made to Mr. Rizzo personally.

Another lender, Michael Spinelli, states in his September 26, 1992 response that he met Mr. Rizzo at a reception on October 10, 1991. Mr. Rizzo had arrived with Mr. and Mrs. Paul Tsongas, and requested that Mr. Spinelli come to his office the following day. The next day, Mr. Rizzo solicited a loan from Mr. Spinelli in the amount of $20,000, purportedly for the Committee to pay for a television campaign in New Hampshire. Mr. Rizzo assured Mr. Spinelli that the loan was "absolutely" legal. Mr. Rizzo stated that the committee was the debtor, but gave Mr. Spinelli his personal guarantee of repayment. When Mr. Rizzo, accompanied by Steven Joncas,5/ picked up the $20,000 check on October 16, 1991, Mr. Spinelli requested a written note stating that the loan was against matching funds and guaranteed

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5/ Steven Joncas is a long-time friend and associate of the candidate. He was not on the Committee's payroll. Mr. Rizzo states, in his subpoena response, that he had frequent contact with Mr. Joncas, who accompanied Mr. Rizzo on "a variety of volunteer assignments."

by Mr. Rizzo; Mr. Rizzo said he would provide this document in a "couple of weeks" but never did so. The loan was repaid by a personal check from Mr. Rizzo on December 6, 1991.

A third individual, Peter B. Caloyeras, responded to the Commission's subpoena in a letter dated October 23, 1992. Mr. Caloyeras states that he met Mr. Rizzo on September 21, 1991, and that Mr. Rizzo solicited a $10,000 loan to the Committee to be repaid with matching funds in February, 1992. Mr. Caloyeras stated that he thought Mr. Rizzo was the National Finance Chairman for the Committee.

Similarly, Lawrence Ansin's response, dated November 2, 1992, reveals that Mr. Rizzo solicited a $100,000 loan on March 10, 1991, to be repaid on June 30, 1991 to underwrite the cost of a white paper being used to explore the viability of Mr. Tsongas' candidacy. Mr. Rizzo told Mr. Ansin that the loan was proper and legal. The loan was never repaid. Mr. Ansin also contributed $1,000 to the Committee on March 13, 1991.

Another lender, Elkin McCallum, provided a very detailed response to the subpoena on October 26, 1992.6/ Mr. McCallum made three loans totaling $250,000, and has received no repayments. Mr. McCallum also purchased a $1,000 ticket to a Tsongas fundraiser in April of 1991. Mr. McCallum's friend

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6/ Mr. McCallum contacted his accountant about the transactions in March, 1992 because he had not received the loan documentation from Mr. Rizzo. After his accountant was also unable to obtain the loan documentation, Mr. McCallum had conversations concerning the transactions with the candidate, the Committee's counsel, Steven Joncas, and other Committee staff.

Steven Joncas introduced Mr. McCallum to Mr. Rizzo, describing him as the "Chief Fund Raiser for the Tsongas Committee" in August, 1991. Mr. Rizzo met Mr. McCallum on August 12, 1991 and solicited a $100,000 loan to the Committee to be repaid in several months, after the campaign qualified for matching funds and used the federal funds as collateral for bank loans. According to Mr. McCallum, Mr. Rizzo explained that Mr. McCallum's loan would be legal because the money would be used for exploratory expenses.7/ Mr. McCallum wrote a loan check for $100,000 on August 13, 1991, and Mr. Rizzo picked up the check that day. After Mr. McCallum repeatedly requested a note evidencing the loan, Mr. Rizzo provided a misdated one with himself as the maker in September, 1991. Mr. Rizzo explained that this note would eventually be replaced with a note from the Committee.

During a visit to Mr. McCallum's home, Mr. Rizzo solicited a second loan for $50,000 for exploratory expenses. Mr. McCallum wrote this loan check on October 21, 1991. Mr. Rizzo never provided documentation for this loan. Finally, on February 10, 1992, Mr. Rizzo solicited a third loan of $100,000 for political advertising in New Hampshire. Mr. Rizzo said that while Mr. McCallum had reached his limit on loaning funds to the Committee, Mr. Rizzo had not. Therefore, he suggested that Mr.

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7/ Given Mr. Rizzo's substantial experience in political fundraising and exposure to campaign finance laws, it appears that Mr. Rizzo's assertion was a purposeful attempt to mislead the lender, rather than a misunderstanding of the Commission's current regulations.

McCallum loan the $100,000 to Mr. Rizzo, so that he could loan the money to the Committee. He again assured Mr. McCallum that the transaction was legal. Mr. McCallum wrote a check for $100,000 to Mr. Rizzo.

Anastasios Kalogianis made six loans totaling $249,000 to the Committee and Mr. Rizzo. According to his response dated November 5, 1992, Mr. Kalogianis made loans to the Committee of: $10,000 on September 9, 1991; $15,000 on September 25, 1991; $24,000 on October 3, 1991; $35,000 on December 4, 1991; and $65,000 on December 6, 1991.8/ Moreover, Mr. Kalogianis made a contribution of $1,000 to the Committee on September 9, 1991. In addition, he made a $100,000 loan to Mr. Rizzo on January 27, 1992. This loan was included on a ledger card entitled "AK Loans to Tsongas Committee" submitted in response to a Commission subpoena. Mr. Kalogianis states that Mr. Rizzo informed him that he could lawfully make the loans. Mr. Rizzo sent Mr. Kalogianis three checks to repay the loans, and stated in a letter dated July 30, 1992, that since he was getting a personal loan to repay the loans, Mr. Kalogianis should hold the checks until funds were deposited to cover them. Since Mr. Rizzo has not informed Mr. Kalogianis that funds are available to cover the checks, Mr. Kalogianis had not deposited the checks as of the time of the response.

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8/ Mr. Rizzo states in his response to the subpoena that Arthur Kalogianis of Salem, New Hampshire was the source of the following deposits into the Andover account: $60,000 on December 4, 1991; $35,000 on December 5, 1991; and $65,575 on December 6, 1991.

The grand jury indictment filed against Mr. Rizzo contains information about two additional lenders. The indictment alleges that Mr. Rizzo solicited and received two loans from Roger Trudeau, the first for $60,000 on August 8, 1991 and the second for $20,000 on September 10, 1991. The indictment further alleges that Mr. Rizzo falsely represented to Mr. Trudeau that the loans were to benefit the Committee, would be repaid in a short time and were legal. Mr. Rizzo deposited these loans into a Benco account he also held at the Andover Bank, according to the indictment. Mr. Rizzo repaid $15,000 of the loans, leaving a balance of $65,000, the indictment alleges.

Finally, the grand jury indictment alleges that Mr. Rizzo solicited and received a $60,000 loan from William Berg on behalf of the Committee on December 4, 1991. It is not clear from the indictment whether the check was made payable to the Committee, but Mr. Rizzo allegedly told Mr. Berg that the loan would benefit the Committee. Mr. Rizzo deposited the $60,000 into the Andover Bank account, according to the indictment. The indictment further alleges that Mr. Rizzo repaid $30,000 of this loan. Mr. Berg also made a $500 contribution to the Committee on June 24, 1991.

The responses from the six individual lenders contradict Mr. Rizzo's assertion that the loans were "to be used by me and repaid by me." Rather, they indicate that the funds were solicited and contributed on behalf of the Committee. Consequently, there is reason to believe that Mr. Rizzo knowingly and willfully solicited and accepted excessive

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contributions made for the benefit of the Committee in violation of 2 U.S.C. § 441a(f).

Mr. Rizzo acted as a Committee official or employee. According to the Committee, he was authorized to function as the Committee's chief fundraiser, and was paid a consulting fee. In addition, according to the Committee, he controlled the Committee's finances at the beginning of the campaign during 1991. He approved payment vouchers, wrote checks on the Committee's accounts, and controlled the checkbook for the operating account until late 1991. It appears that he was publicly known as the Committee's Finance Chairman during this period. In Mr. Rizzo's subpoena response he states that he was the "principal fundraiser for The Tsongas Committee from April, 1991 - June, 1991. As such I organized events; formed committees; solicited funds; participated in planning of events." He states that he was authorized to make expenditures on the Committee's behalf by Dennis Kanin, the campaign manager, and David Goldman, the Committee's business manager, and that he had "daily contact" with the campaign. The response from his consulting firm, Benco, reveals that:

> Benco had an agreement with The Committee to oversee fundraising on behalf of the Committee. Benco provided physical facilities, telephones and personnel for all office related activities. Benco arranged for fundraisers and the printing and mailing of invitations and mailings. Benco was reimbursed for all expenses incurred in its fundraising capacity .... The Tsongas Committee paid $5,000/month to Benco for consulting services.

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Moreover, the subpoena responses from the individual lenders reveal that Mr. Rizzo held himself out as a Committee official when he solicited funds, ostensibly on behalf of the Committee. Based on the responses, it appears that because Mr. Rizzo was involved in Committee activities and made appearances with the candidate, he was able to successfully solicit funds in the name of the Committee. Mr. Rizzo not only solicited the loans, but also assured the contributors of the legality of the loans.

Therefore, there is reason to believe Mr. Rizzo knowingly and willfully accepted contributions in the form of loans totaling $725,500 in excess of the individuals' contribution limitations in violation of 2 U.S.C. § 441a(f).

There is also reason to believe that Mr. Rizzo knowingly and willfully made excessive contributions to the Committee in the form of advances for Committee expenses, personal guarantees of loans intended for the Committee, and repayment of at least one loan intended for the Committee in violation of 2 U.S.C. § 441a(a)(1)(A).9/ See 11 C.F.R. §§ 100.7(a)(1)(i); 116.5(b). The Commission's regulations provide that the definition of contribution includes a loan, which includes a guarantee or endorsement of a loan. 11 C.F.R. § 100.7(a)(1)(i); See FEC v. Ted Haley Congressional Committee 852 F.2d 1111 (9th Cir. 1988)(Personal guarantees of loans were contributions). Therefore, Mr. Rizzo's personal guarantees of the loans intended

9/ Mr. Rizzo contributed $1,000 to the Committee on June 29, 1991.

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for the Committee by the lenders constituted excessive contributions to the Committee. Moreover, his repayment of at least one loan intended for the Committee was payment of a Committee debt, and thus, an additional excessive contribution.

The Commission's regulations further provide that advances by committee staff or other individuals to pay for the costs of goods or services provided to a committee are contributions unless the payment is for the individual's own transportation and subsistence costs and the individual is reimbursed within 60 days after the closing date of the billing statement for payments by credit card or within 30 days after the expenses were incurred for other forms of payment. 11 C.F.R. § 116.5(b).

Mr. Rizzo sought reimbursement from the Committee for expenses totaling $82,634 during the spring of 1992.10/ According to the Audit staff's review, the expenses had been incurred between May of 1991 and February of 1992. As documentation for these expenses, Mr. Rizzo included copies of canceled checks drawn on his personal account. Of the amount requested, $21,333 had been previously reimbursed to Mr. Rizzo or paid from the Andover Bank account. The Audit staff concluded that $57,100 in advances made by Mr. Rizzo were for legitimate campaign expenses, including payments to caterers, hotels and two

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10/ Committee representatives stated that Mr. Rizzo's reimbursement request came after they discovered the existence of the Andover Bank account, but they could not provide the Audit staff with the exact date of his submission.

payments to the Committee's printer totaling $31,754.11/ The amounts advanced by Mr. Rizzo from his personal accounts were excessive contributions which do not fall within the narrow parameters of the 11 C.F.R. § 116.5(b) exemption for transportation and subsistence expenses reimbursed in a timely manner. It does not appear that the advances were solely for Mr. Rizzo's personal transportation and subsistence, or that the reimbursements were made in a timely manner. Mr. Rizzo also repaid the $20,000 loan from Mr. Spinelli from his personal account at Bay Bank. It is not clear from the grand jury indictment what funds Mr. Rizzo used to repay $15,000 to Mr. Trudeau and $30,000 to Mr. Berg.

Based on its review of available Andover Bank account documentation, the Audit staff identified a total of $29,314 in excessive contributions from 42 contributors deposited into the Andover Bank account; these contributions were either excessive on their face or excessive when aggregated with contributions to the Committee's authorized accounts. Therefore, there is reason to believe that Mr. Rizzo knowingly and willfully accepted $29,314 in excessive contributions from 42 individuals in violation of 2 U.S.C. § 441a(f) and 11 C.F.R. § 110.9(a). Finally, the auditors noted 21 contributions totaling $3,571 deposited into the Andover account which appear to be from

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11/ The Committee has indicated that it plans to deduct the reimbursements owed to Mr. Rizzo from the amount of contributions deposited into the Andover Bank account that Mr. Rizzo owes the Committee. However, so far it appears no settlement has been reached between the Committee and Mr. Rizzo.

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prohibited corporate sources. Consequently, there is reason to believe that Mr. Rizzo knowingly and willfully accepted these corporate contributions in violation of 2 U.S.C. § 441b(a).

In summary, there is reason to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. §§ 432(b)(1) and (3); 2 U.S.C. § 432(a); 2 U.S.C. § 432(h); 2 U.S.C. § 441a(a)(1)(A) and 11 C.F.R. §§ 110.9(a) and 116.5(b); 2 U.S.C. § 441a(f); and 2 U.S.C. § 441b and 11 C.F.R. § 114.2(c).

9704378326

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

APRIL 22, 1993

Peter B. Caloyeras
4053 Redwood Avenue
Los Angeles, CA 90066

RE: MUR #3585

Dear Mr. Caloyeras:

On April 12, 1993, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

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

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

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

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If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have enclosed a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Mary Tabor or Delanie DeWitt Painter, the attorneys assigned to this matter, at (202)219-3690 or (800)424-9530.

Sincerely,

Scott E. Thomas
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form

97043783828

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Peter B. Caloyeras
4053 Redwood Avenue
Los Angeles, CA 90066

MUR: #3585

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This matter was generated by information obtained by the Federal Election Commission ("the Commission") in the normal course of carrying out its supervisory responsibilities pursuant to the Federal Election Campaign Act of 1971, as amended ("the Act"). 2 U.S.C. § 437g(a)(2). The information is based on contributions made to The Tsongas Committee ("the Committee").

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(B). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A).

Nicholas A. Rizzo, a fundraising consultant to the 1992 presidential campaign of Paul E. Tsongas, apparently solicited an excessive loan from Peter B. Caloyeras and deposited the

proceeds into an account at the Andover Bank in Andover, Massachusetts, according to records reviewed by the Commission's Audit Division.

In an October 23, 1992, response to a Commission subpoena, Mr. Caloyeras stated that he met with Mr. Rizzo in Los Angeles, California on September 21, 1991. Mr. Caloyeras stated that he understood Mr. Rizzo to be the national finance chairman for the Committee. At that time, Mr. Rizzo solicited a $10,000 loan to the Committee to be repaid with matching funds in February, 1992, according to Mr. Caloyeras. No repayments were received, according to the subpoena response. Mr. Caloyeras also stated that he made a $1,000 contribution to the Committee on June 28, 1992.

Therefore, there is reason to believe Peter B. Caloyeras violated 2 U.S.C. § 441a(a)(1)(A) by loaning $10,000 to The Tsongas Committee.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

APRIL 22, 1993

Anastasios Kalogianis
c/o Olympic Construction
40 Lowell Street, Bldg 2
Salem, NH 03079

RE: MUR #3585

Dear Mr. Kalogianis:

On April 12, 1993, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

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

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

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause

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must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have enclosed a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Mary Tabor or Delanie DeWitt Painter, the attorneys assigned to this matter, at (202)219-3690 or (800)424-9530.

Sincerely,

Scott E. Thomas
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form

9704383832

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Anastasios Kalogianis
c/o Olympic Construction
40 Lowell Street, Building 2
Salem, NH 03079

MUR: #3585

This matter was generated by information obtained by the Federal Election Commission ("the Commission") in the normal course of carrying out its supervisory responsibilities pursuant to the Federal Election Campaign Act of 1971, as amended ("the Act"). 2 U.S.C. § 437g(a)(2). The information is based on contributions made to The Tsongas Committee ("the Committee").

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(B). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A).

Nicholas A. Rizzo, a fundraising consultant to the 1992 presidential campaign of Paul E. Tsongas, apparently solicited excessive loans from Anastasios Kalogianis and deposited the proceeds into an account at the Andover Bank in Andover,

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Massachusetts, according to records reviewed by the Commission's Audit Division. Mr. Kalogianis made six loans totaling $249,000 to the Committee and Mr. Rizzo, according to the lender's November 5, 1992, response to a Commission subpoena. Mr. Kalogianis stated that he made loans to the Committee of: $10,000 on September 9, 1991; $15,000 on September 25, 1991; $24,000 on October 3, 1991; $35,000 on December 4, 1991; and $65,000 on December 6, 1991. Moreover, Mr. Kalogianis made a contribution of $1,000 to the Committee on September 9, 1991. In addition, he stated that he made a $100,000 loan to Mr. Rizzo on January 27, 1992, intending the loan to benefit the Tsongas campaign.

Mr. Kalogianis stated that Mr. Rizzo informed him that he could lawfully make the loans. Mr. Rizzo gave Mr. Kalogianis three checks to repay the loans, and stated that since he was getting a personal loan to repay the loans, Mr. Kalogianis should hold the checks until funds were deposited to cover them, according to the subpoena response. Since Mr. Rizzo has not informed Mr. Kalogianis that funds are available to cover the checks, Mr. Kalogianis has not yet deposited the checks, according to the lender's subpoena response.

Therefore, there is reason to believe Anastasios Kalogianis violated 2 U.S.C. § 441a(a)(1)(A) by loaning $249,000 to The Tsongas Committee.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

APRIL 22, 1993

Lawrence Ansin
61 Possum Road
Weston, MA 02193

RE: MUR #3585

Dear Mr. Ansin:

On April 12, 1993, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

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

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

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

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If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have enclosed a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Mary Tabor or Delanie DeWitt Painter, the attorneys assigned to this matter, at (202)219-3690 or (800)424-9530.

Sincerely,

Scott E. Thomas
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form

97043783876

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Lawrence Ansin
61 Possum Road
Weston, MA 02193

MUR: #3585

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This matter was generated by information obtained by the Federal Election Commission ("the Commission") in the normal course of carrying out its supervisory responsibilities pursuant to the Federal Election Campaign Act of 1971, as amended ("the Act"). 2 U.S.C. § 437g(a)(2). The information is based on contributions made to The Tsongas Committee ("the Committee").

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(B). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A).

Nicholas A. Rizzo, a fundraising consultant to the 1992 presidential campaign of Paul E. Tsongas, apparently solicited an excessive loan from Lawrence Ansin and deposited the proceeds into an account at the Andover Bank in Andover, Massachusetts,

according to records reviewed by the Commission's Audit Division. In a November 2, 1992, response to a Commission subpoena, Mr. Ansin stated that Mr. Rizzo solicited a $100,000 loan from him on March 10, 1991. Mr. Rizzo told the lender that the loan would underwrite the cost of a white paper being used to explore the viability of Mr. Tsongas' candidacy, according to the subpoena response. The loan was to be repaid on June 30, 1991, and Mr. Rizzo assured Mr. Ansin that the loan was proper and legal, according to the subpoena response. The loan was never repaid. Mr. Ansin also contributed $1,000 to the Committee on March 13, 1991.

Therefore, there is reason to believe Lawrence Ansin violated 2 U.S.C. § 441a(a)(1)(A) by loaning $100,000 to The Tsongas Committee.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

APRIL 22, 1993

Michael Spinelli
35 Montview Road
Chelmsford, MA 01824

RE: MUR #3585

Dear Mr. Spinelli:

On April 12, 1993, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

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

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

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

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If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have enclosed a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Mary Tabor or Delanie DeWitt Painter, the attorneys assigned to this matter, at (202)219-3690 or (800)424-9530.

Sincerely,

Scott E. Thomas
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form

9704383810

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Michael Spinelli
35 Montview Road
Chelmsford, MA 01824

MUR: #3585

This matter was generated by information obtained by the Federal Election Commission ("the Commission") in the normal course of carrying out its supervisory responsibilities pursuant to the Federal Election Campaign Act of 1971, as amended ("the Act"). 2 U.S.C. § 437g(a)(2). The information is based on contributions made to The Tsongas Committee ("the Committee").

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(B). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A).

Nicholas A. Rizzo, a fundraising consultant to the 1992 presidential campaign of Paul E. Tsongas, apparently solicited an excessive loan from Michael Spinelli and deposited the proceeds into an account at the Andover Bank in Andover,

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Massachusetts, according to records reviewed by the Commission's Audit Division.

In his September 26, 1992 response to a Commission subpoena, Mr. Spinelli stated that he met Mr. Rizzo at a reception on October 10, 1991. Mr. Rizzo had arrived with Mr. and Mrs. Paul Tsongas, and requested that Mr. Spinelli come to his office the following day, Mr. Spinelli stated. The next day, Mr. Rizzo solicited a loan from Mr. Spinelli in the amount of $20,000, purportedly for the Committee to pay for a television campaign in New Hampshire, according to the subpoena response. Mr. Spinelli stated that Mr. Rizzo assured him that the loan was "absolutely" legal. In addition, Mr. Rizzo told him that the committee was the debtor, but gave Mr. Spinelli his personal guarantee of repayment.

The subpoena response stated that when Mr. Rizzo, accompanied by long-time Tsongas friend Steven Joncas, picked up the $20,000 check on October 16, 1991, Mr. Spinelli requested a written note concerning the fact that the loan was against matching funds and guaranteed by Mr. Rizzo; Mr. Rizzo said he would provide this document in a "couple of weeks" but never did so. The loan was repaid by a personal check from Mr. Rizzo on December 6, 1991.

Mr. Spinelli contributed $1,000 to The Tsongas Committee by a check dated March 28, 1991. Therefore, the entire $20,000 loan was in excess of his contribution limit imposed by 2 U.S.C. § 441a(a)(1)(A). Despite the fact that Mr. Spinelli's loan was refunded in less than 60 days, pursuant to 11 C.F.R.

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§ 103.3(b)(3), it appears that the contribution was used for disbursements after Mr. Rizzo deposited it into the Andover Bank account. Under 11 C.F.R. § 103.3(b)(4), any contribution which appears to be illegal and which is deposited into a campaign depository shall not be used for any disbursements by the political committee until the contribution is determined to be legal. Between October 16, 1991, and December 6, 1991, the Andover Bank account did not consistently contain sufficient permissible funds to make this $20,000 refund. Therefore, the Commission finds reason to believe Mr. Spinelli violated 2 U.S.C. § 441a(a)(1)(A) by making a $20,000 loan to The Tsongas Committee.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

APRIL 22, 1993

Thomas D. Kelley, Jr.
250 Market Street
Portsmouth, NH 03801

RE: MUR #3585

Dear Mr. Kelley:

On April 12, 1993, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

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

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

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

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If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have enclosed a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Mary Tabor or Delanie DeWitt Painter, the attorneys assigned to this matter, at (202)219-3690 or (800)424-9530.

Sincerely,

Scott E. Thomas
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Thomas D. Kelley, Jr.
250 Market Street
Portsmouth, NH 03801

MUR: #3585

This matter was generated by information obtained by the Federal Election Commission ("the Commission") in the normal course of carrying out its supervisory responsibilities pursuant to the Federal Election Campaign Act of 1971, as amended ("the Act"). 2 U.S.C. § 437g(a)(2). The information is based on contributions made to The Tsongas Committee ("the Committee").

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(B). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A).

Nicholas A. Rizzo, a fundraising consultant to the 1992 presidential campaign of Paul E. Tsongas, apparently solicited an excessive loan from Thomas D. Kelley, Jr. and deposited the proceeds into an account at the Andover Bank in Andover,

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Massachusetts, according to records reviewed by the Commission's Audit Division. In an October 20, 1992, response to a Commission subpoena, Mr. Kelley stated that he made an unsecured, interest-free loan in the amount of $25,000 to the Committee on October 22, 1991. According to Mr. Kelley's response, Mr. Rizzo held himself out as the campaign manager for the Tsongas Committee in October, 1991. Mr. Rizzo solicited a loan to the Committee, and promised it would be repaid with matching funds which the Committee would receive in January, 1992, Mr. Kelley stated.

Mr. Kelley stated that Mr. Rizzo offered a personal guarantee that Mr. Kelley would be repaid, and that he relied on representations made by Mr. Rizzo. The lender made the check out to "Tsongas Committee" and noted on the memo line "loan to be paid back by January 1992." Mr. Rizzo sent a check dated September 25, 1992 to Mr. Kelley in July, 1992 to repay the loan, and requested that Mr. Kelley not cash the check until September, so that funds could be deposited to cover the check. Mr. Kelley has not yet cashed the check, according to the subpoena response, apparently because Mr. Rizzo never deposited funds to cover the check. In July, 1992, Mr. Rizzo also sent a promissory note back-dated to October 24, 1991, in which he promised to pay Mr. Kelley the $25,000, Mr. Kelley stated. However, Mr. Kelley maintained in his subpoena response that he loaned the money to the Committee, and "categorically" denied that the loan was made to Mr. Rizzo personally.

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Therefore, there is reason to believe Thomas D. Kelley, Jr., violated 2 U.S.C. § 441a(a)(1)(A) by loaning $25,000 to The Tsongas Committee.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

APRIL 22, 1993

Elkin McCallum
34 Bridle Path Way
Tyngsboro, NH 01889

RE: MUR #3585

Dear Mr. McCallum:

On April 12, 1993, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"), by making excessive contributions to The Tsongas Committee in the form of two loans totaling $150,000. The Commission also found that there is reason to believe you knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Nicholas A. Rizzo, but intending to benefit The Tsongas Committee. The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

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

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

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pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

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

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have enclosed a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Mary Tabor or Delanie DeWitt Painter, the attorneys assigned to this matter, at (202)219-3690 or (800)424-9530.

Sincerely,

Scott E. Thomas
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Elkin McCallum
34 Bridle Path Way
Tyngsboro, NH 01889

MUR: #3585

This matter was generated by information obtained by the Federal Election Commission ("the Commission") in the normal course of carrying out its supervisory responsibilities pursuant to the Federal Election Campaign Act of 1971, as amended ("the Act"). 2 U.S.C. § 437g(a)(2). The information is based on contributions made to The Tsongas Committee ("the Committee").

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(B). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A).

Nicholas A. Rizzo, a fundraising consultant to the 1992 presidential campaign of Paul E. Tsongas, apparently solicited excessive loans from Elkin McCallum and deposited the proceeds into an account at the Andover Bank in Andover, Massachusetts,

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according to records reviewed by the Commission's Audit Division. In an October 26, 1992, response to a Commission subpoena, Mr. McCallum stated that he had made three loans to the Committee totaling $250,000 and has received no repayments. Mr. McCallum also purchased a $1,000 ticket to a Tsongas fundraiser in April of 1991. Mr. McCallum's friend Steven Joncas introduced Mr. McCallum to Mr. Rizzo, describing him as the "Chief Fund Raiser for the Tsongas Committee" in August, 1991. Mr. Rizzo met Mr. McCallum on August 12, 1991 and solicited a $100,000 loan to the Committee to be repaid in several months, after the campaign qualified for matching funds and used the federal funds as collateral for bank loans. According to Mr. McCallum, Mr. Rizzo explained that Mr. McCallum's loan would be legal because the money would be used for exploratory expenses. Mr. McCallum wrote a loan check for $100,000 on August 13, 1991, and Mr. Rizzo picked up the check that day. After Mr. McCallum repeatedly requested a note evidencing the loan, Mr. Rizzo provided a misdated one with Mr. Rizzo as the maker in September, 1991. Mr. Rizzo explained that this note would eventually be replaced with a note from the Committee, according to Mr. McCallum's response.

Later, at Mr. Rizzo's request, Mr. McCallum assisted with Committee fundraisers. The two men discussed organization of these fundraisers at Mr. McCallum's office on October 21, 1991. Tsongas campaign worker Tricia Melvin and Mr. McCallum's Administrative Assistant Cindi Parker were also present at the meeting, according to Mr. McCallum. After the meeting, Mr.

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McCallum invited Mr. Rizzo to his home where Mr. Rizzo solicited a second loan for $50,000 for exploratory expenses, Mr. McCallum stated. Mr. McCallum wrote this loan check on October 21, 1991. Mr. Rizzo never provided documentation for this loan. Finally, on February 10, 1992, Mr. Rizzo solicited a third loan of $100,000 for political advertising in New Hampshire, according to the subpoena response. Mr. Rizzo said that while Mr. McCallum had reached his limit on loaning funds to the Committee, Mr. Rizzo had not. Therefore, he suggested that Mr. McCallum loan the $100,000 to Mr. Rizzo, so that he could loan the money to the Committee, Mr. McCallum stated. He again assured Mr. McCallum that the transaction was legal. Mr. McCallum wrote a check for $100,000 to Mr. Rizzo.

Mr. McCallum intended The Tsongas Committee to be the recipient of all three loans. Therefore, there is reason to believe that Mr. McCallum violated 2 U.S.C. § 441a(a)(1)(A) by making $150,000 in loans payable to the Committee. Moreover, it appears that the final $100,000 loan transaction was a scheme to make a contribution in the name of another, which did not reach fruition because Mr. Rizzo never contributed the funds to the Committee under his own name. 2 U.S.C. § 441f. Nonetheless, Mr. McCallum agreed to Mr. Rizzo's scheme to circumvent the legal limitations. Therefore, there is reason to believe that Mr. McCallum knowingly and willfully exceeded his individual contribution limitation in violation of 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Nicholas A. Rizzo, but intending it to benefit The Tsongas Committee.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

APRIL 22, 1993

Roger Trudeau
255 North Road
Unit 126
Chelmsford, MA 01824

RE: MUR #3585

Dear Mr. Trudeau:

On April 12, 1993, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Ac of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office along with your response to the enclosed Subpoena to Produce Documents and Order to Submit Written Answers within 20 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

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

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

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

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have enclosed a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Mary Tabor or Delanie DeWitt Painter, the attorneys assigned to this matter, at (202)219-3690 or (800)424-9530.

Sincerely,

Scott E. Thomas
Chairman

Enclosures
Order and Subpoena
Factual and Legal Analysis
Procedures
Designation of Counsel Form

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 3585
)

SUBPOENA TO PRODUCE DOCUMENTS
ORDER TO SUBMIT WRITTEN ANSWERS

TO: Roger Trudeau
255 North Road
Unit 126
Chelmsford, MA 01824

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions in this Order and subpoenas you to produce the documents requested on this Subpoena.

Such answers must be submitted under oath and must be forwarded to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, along with the requested documents within 20 days of receipt of this Order and Subpoena.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C. on this 20th day of April, 1993.

Scott E. Thomas, Chairman
Federal Election Commission

ATTEST:

for Delores Hardy
Marjorie W. Emmons
Secretary to the Commission

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I. INSTRUCTIONS

In answering this Order to Submit Written Answers and Subpoena to Produce Documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

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

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to June 30, 1992.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

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

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

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

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

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III. REQUEST FOR PRODUCTION OF DOCUMENTS/ORDER TO SUBMIT WRITTEN ANSWERS

You are required to produce the following documents and written answers within 20 days of service of this request:

1. Please list the dates and amounts of any loans you made to The Tsongas Committee, Nicholas Rizzo, and Maria Rizzo, and submit all documentation associated with the loan(s) including, but not limited to, the canceled checks used to make the loan(s); any loan agreement or other note, memorandum or correspondence associated with the loan(s).

2. Documents showing the outstanding balance of the loan(s) and a list of all payments received to date on the loan(s), including copies of checks and dates received.

3. Documents and a written explanation relating to the making of loan(s), including, but not limited to, references to your understanding of the identity of the borrower; correspondence, memoranda or other documents indicating who solicited the loan, when the loan was solicited, how the loan was solicited; and when repayment was expected.

4. Describe any contact you have had with Senator Paul Tsongas or any representative of his presidential campaign concerning the making or repayment of the loan(s).

5. Please list names and addresses of other persons you know to have made similar loans.

6. Please list the dates and amounts of any other contributions you have made to The Tsongas Committee, and produce any documents relating to the making of those contributions, including, but not limited to, correspondence, memoranda or other documents indicating who solicited the contributions, how and when the contributions were solicited.

7. Describe your understanding of the federal law regarding political contributions to presidential candidates at the time you made any loans or other contributions to The Tsongas Committee.

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Roger Trudeau
255 North Road
Unit 126
Chelmsford, MA 01824

MUR: #3585

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This matter was generated by information obtained by the Federal Election Commission ("the Commission") in the normal course of carrying out its supervisory responsibilities pursuant to the Federal Election Campaign Act of 1971, as amended ("the Act"). 2 U.S.C. § 437g(a)(2). The information is based on contributions made to The Tsongas Committee ("the Committee").

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(B). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A).

Nicholas A. Rizzo, a fundraising consultant to the 1992 presidential campaign of Paul E. Tsongas, apparently solicited excessive loans from Roger Trudeau totaling $80,000, according

to a grand jury indictment issued against Mr. Rizzo on February 22, 1993. Mr. Trudeau made a $60,000 loan on August 8, 1991 and a $20,000 loan on September 10, 1991, according to the grand jury indictment. The indictment alleges that Mr. Rizzo deposited the proceeds into an account at the Andover Bank in Andover, Massachusetts, held in the name of Benco Consulting and Marketing, Inc., a Massachusetts corporation for which Mr. Rizzo serves as president and treasurer.

The indictment further alleges that Mr. Rizzo falsely represented to Mr. Trudeau that the proceeds would go to the Committee, that the loans were legal and would be repaid promptly. Mr. Rizzo repaid $15,000 of the loan total, leaving an outstanding balance of $65,000.

Therefore, there is reason to believe Roger Trudeau violated 2 U.S.C. § 441a(a)(1)(A) by making an excessive loan to The Tsongas Committee.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

APRIL 22, 1993

William Berg
34 Brantwood Road
Arlington, MA 02174

RE: MUR #3585

Dear Mr. Berg:

On April 12, 1993, the Federal Election Commission found that there is reason to believe you violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office along with your response to the enclosed Subpoena to Produce Documents and Order to Submit Written Answers within 20 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

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

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

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

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have enclosed a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Mary Tabor or Delanie DeWitt Painter, the attorneys assigned to this matter, at (202)219-3690 or (800)424-9530.

Sincerely,

Scott E. Thomas
Chairman

Enclosures
Order and Subpoena
Factual and Legal Analysis
Procedures
Designation of Counsel Form

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 3585
)

SUBPOENA TO PRODUCE DOCUMENTS
ORDER TO SUBMIT WRITTEN ANSWERS

TO: William Berg
34 Brantwood Road
Arlington, MA 02174

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions in this Order and subpoenas you to produce the documents requested on this Subpoena.

Such answers must be submitted under oath and must be forwarded to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, along with the requested documents within 20 days of receipt of this Order and Subpoena.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C. on this 20th, day of April, 1993.

Scott E. Thomas, Chairman
Federal Election Commission

ATTEST:

for Delores Hardy
Marjorie W. Emmons
Secretary to the Commission

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I. INSTRUCTIONS

In answering this Order to Submit Written Answers and Subpoena to Produce Documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

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

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to June 30, 1992.

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

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II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

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

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

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

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

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III. REQUEST FOR PRODUCTION OF DOCUMENTS/ORDER TO SUBMIT WRITTEN ANSWERS

You are required to produce the following documents and written answers within 20 days of service of this request:

1. Please list the dates and amounts of any loans you made to The Tsongas Committee, Nicholas Rizzo, and Maria Rizzo, and submit all documentation associated with the loan(s) including, but not limited to, the canceled checks used to make the loan(s); any loan agreement or other note, memorandum or correspondence associated with the loan(s).

2. Documents showing the outstanding balance of the loan(s) and a list of all payments received to date on the loan(s), including copies of checks and dates received.

3. Documents and a written explanation relating to the making of loan(s), including, but not limited to, references to your understanding of the identity of the borrower; correspondence, memoranda or other documents indicating who solicited the loan, when the loan was solicited, how the loan was solicited; and when repayment was expected.

4. Describe any contact you have had with Senator Paul Tsongas or any representative of his presidential campaign concerning the making or repayment of the loan(s).

5. Please list names and addresses of other persons you know to have made similar loans.

6. Please list the dates and amounts of any other contributions you have made to The Tsongas Committee, and produce any documents relating to the making of those contributions, including, but not limited to, correspondence, memoranda or other documents indicating who solicited the contributions, how and when the contributions were solicited.

7. Describe your understanding of the federal law regarding political contributions to presidential candidates at the time you made any loans or other contributions to The Tsongas Committee.

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: William Berg
34 Brantwood Road
Arlington, MA 02174

MUR: #3585

This matter was generated by information obtained by the Federal Election Commission ("the Commission") in the normal course of carrying out its supervisory responsibilities pursuant to the Federal Election Campaign Act of 1971, as amended ("the Act"). 2 U.S.C. § 437g(a)(2). The information is based on contributions made to The Tsongas Committee ("the Committee").

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(B). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A).

Nicholas A. Rizzo, a fundraising consultant to the 1992 presidential campaign of Paul E. Tsongas, apparently solicited an excessive loan from William Berg in the amount of $60,000 on or about December 4, 1991, according to a grand jury indictment

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issued against Mr. Rizzo on February 22, 1993. The indictment alleges that Mr. Rizzo deposited the proceeds into an account in the Committee's name at the Andover Bank in Andover, Massachusetts. The indictment further alleges that Mr. Rizzo falsely represented to Mr. Berg that the proceeds would benefit the Committee, that the loans were legal and would be repaid promptly. Mr. Rizzo repaid $30,000 of the loan, leaving an outstanding balance of $30,000. Mr. Berg also made a $500 contribution to the Committee on June 24, 1991.

Therefore, there is reason to believe William Berg violated 2 U.S.C. § 441a(a)(1)(A) by making an excessive loan to The Tsongas Committee.

97043783869

STATEMENT OF DESIGNATION OF COUNSEL

RECEIVED
FEDERAL ELECTION
COMMISSION
MAIL ROOM

APR 29 9 25 AM '93

MUR #3585

NAME OF COUNSEL: David Kelston, Esq.

ADDRESS: Friedman & Atherton
53 State Street, 27th Floor
Boston, MA 02109

TELEPHONE: (617)227-5540

93 APR 29 PM 3:44
RECEIVED
FEDERAL ELECTION COMMISSION

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

April 26, 1993
Date

Signature

RESPONDENT'S NAME: William H. Berg

ADDRESS: 34 Brantwood Road
Arlington, MA 02174

HOME PHONE:

BUSINESS PHONE: (617)648-2019

9704383/C

OGC 8582

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
93 APR 30 AM 10:55

STATEMENT OF DESIGNATION OF COUNSEL

MUR 3585

NAME OF COUNSEL: Edward C. Cooley

ADDRESS: Edward C. Cooley, Counsellor At Law
Cooley, Manion, Moore & Jones, P.C.
21 Custom House St. Boston MA 02110

TELEPHONE: (617)- 737-3100

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

4/22/93
Date

Roger G. Trudeau
Signature

RESPONDENT'S NAME: Roger G. Trudeau

ADDRESS: 255 North Rd - Unit 12L
Chelmsford MA 01824

HOME PHONE:

BUSINESS PHONE: 508-667-2050

9704378381

OGC 8639

COVINGTON & BURLING
1201 PENNSYLVANIA AVENUE, N.W.
P.O. BOX 7566
WASHINGTON, D.C. 20044
(202) 662-6000

TELEFAX: (202) 662-6291
TELEX: 89-593 (COVLING WSH)
CABLE: COVLING

CHARLES F.C. RUFF
DIRECT DIAL NUMBER
(202) 662-5378

ACHESON HOUSE
46 HERTFORD STREET
LONDON W1Y7TF ENGLAND
TELEPHONE: 44-71-495-5655
TELEFAX: 44-71-495-3101

BRUSSELS CORRESPONDENT OFFICE
44 AVENUE DES ARTS
BRUSSELS 1040 BELGIUM
TELEPHONE: 32-2-512-9890
TELEFAX: 32-2-502-1598

May 4, 1993

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE
93 MAY -5 AM 3:15

BY MESSENGER

Delanie DeWitt Painter, Esq.
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR #3585

Dear Ms. Painter:

This is to follow up on our conversation of yesterday concerning the above-captioned matter.

As I informed you, I represent Elkin McCallum and am enclosing his Statement of Designation of Counsel to that effect. Also enclosed is a Statement designating Rudolph Pierce of Goulston & Storrs in Boston. Any notices or other communications may be sent to me, but Mr. Pierce is also authorized to act on Mr. McCallum's behalf.

Mr. McCallum received Chairman Thomas' letter and enclosures on April 26. Because of my schedule (prior commitments require me to be out of Washington for three days this week and four days next week) and Mr. McCallum's schedule, I will not be able to consult with him and with Boston counsel in time to address the issues raised in the Commission's Factual and Legal Analysis by May 11. I do believe, however, that a relatively brief extension of time will permit us to complete our response, and I therefore request that we be granted an additional fifteen days -- until May 26, 1993.

2704378372

Thank you for your consideration. If you have any questions, please do not hesitate to call me.

Sincerely,

Charles Ruff

Charles F.C. Ruff

/owt
Enclosure

9704378387

STATEMENT OF DESIGNATION OF COUNSEL

MUR #3585

NAME OF COUNSEL: Charles F.C. Ruff

ADDRESS: Covington & Burling

1201 Pennsylvania Avenue, N.W.

Washington, D.C. 20004

TELEPHONE: (202) 662-5378

RECEIVED
FEDERAL ELECTION COMMISSION
93 MAY -5 AM 3:15

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

4/30/93
Date

Signature Elkin McCallum

RESPONDENT'S NAME: Elkin McCallum

ADDRESS: 34 Bridle Path Way

Tyngsboro, MA 01879

HOME PHONE:

BUSINESS PHONE: (508) 649-5626

9704378374

STATEMENT OF DESIGNATION OF COUNSEL

MUR #3585

NAME OF COUNSEL: Rudolph F. Pierce, Esq.

ADDRESS: Goulston & Storrs

400 Atlantic Avenue

Boston, MA 02110-3333

TELEPHONE: (617) 482-1776

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

4/30/93
Date

Elkin McCallum
Signature Elkin McCallum

RESPONDENT'S NAME: Elkin McCallum

ADDRESS: 34 Bridle Path Way

Tyngsboro, MA 01879

HOME PHONE:

BUSINESS PHONE: (508) 649-5626

9704383875

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111

701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
Telephone: 202/434-7300
Fax: 202/434-7400

Telephone: 617/542-6000
Fax: 617/542-2241

John K. Markey

Direct Dial Number
617/348-1686

May 6, 1993

BY FAX

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

Re: Lawrence Ansin

Dear Mary:

Please find attached the Statement of Designation of Counsel executed by Susan Ansin as Attorney for Lawrence Ansin, and a copy of the Durable Power of Attorney.

I will forward Dr. Groopman's affidavit to you as soon as I receive it.

Very truly yours,

John K. Markey

Enclosures

279401.1/JKMmpj

93 MAY -6 PM 3:24
RECEIVED
FEDERAL ELECTION COMMISSION

9704378376

STATEMENT OF DESIGNATION OF COUNSEL

MUR _____

NAME OF COUNSEL: John K. Markey

ADDRESS: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111

TELEPHONE: (617) 542-6000

RECEIVED
FEDERAL ELECTION COMMISSION
93 MAY -6 PM 3:28

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

5/6/93
Date

Susan Ansin as Attorney for Lawrence Ansin pursuant to Director Power of Attorney dated March 27, 1993
Signature

RESPONDENT'S NAME: Lawrence Ansin

ADDRESS: 61 Possum Road
Weston, MA 02193

HOME PHONE: _____

BUSINESS PHONE: _____

9704337838877

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I, LAWRENCE J. ANSIN, of Weston, Middlesex County, Massachusetts, hereby make, constitute and appoint my wife, SUSAN L. ANSIN, to act as my true and lawful attorney for me and in my name and place and stead.

POWERS, AUTHORITIES, AND DISCRETIONS:

My attorney shall have and may exercise at any time or times the following powers, authorities, and discretions:

1. To open one or more accounts in my name at any bank, brokerage firm or similar institution, including new accounts which are for my benefit but for which title may be in another name or names; to close any account (whether or not such account was opened pursuant to this Paragraph) in my name or for my benefit;

2. To endorse my name on all checks, drafts or other instruments in writing, payable to my order, and to collect the same or to deposit the same in my accounts in any and all banks in which I may have such accounts;

3. To sell and convey all stocks, bonds or other securities standing in my name or otherwise and for that purpose to sign, execute and deliver all assignments and other instruments in writing necessary to transfer said stocks, bonds and other securities to the purchaser or collateral assignee thereof;

4. To sell, transfer, convey, mortgage, lease or otherwise dispose of or encumber, upon such terms and at such price as my said attorney may deem expedient, any real estate or personal property now or hereafter belonging to me or any part thereof or interest therein;

5. To make, execute, acknowledge, deliver or receive good and sufficient deeds, mortgages, leases and other instruments and papers of the same or different nature necessary or proper to complete execution of the powers herein granted;

6. To pay any and all bills, accounts, claims and demands now or hereafter payable by me including without limiting the generality of the foregoing, the power to settle or compromise any such bills, accounts, claims and demands;

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7. To receive, endorse and collect the proceeds of checks payable to my order drawn on the Treasurer of the United States;

8. To act for me in any business in which I have been, am now or hereafter may be engaged or interested;

9. To hold, demand, receive and collect any and all securities, investments and sums of money due, owing, payable, belonging or coming to me in any way;

10. To sell, manage, invest and reinvest any or all of my property as my said attorney shall deem expedient, changing investments according to my said attorney's judgment;

11. To sign and deliver checks, drafts or other orders for the payment of money (including checks, drafts or orders drawn to or for the account of my said attorney personally) upon any bank or banks or any other places in which I now or hereafter have deposits;

12. To borrow money in my name;

13. To borrow upon, surrender or collect monies due from all insurance policies which now or in the future stand in my name;

14. To commence, prosecute, discontinue, defend, settle or compromise all actions or other legal proceedings touching my property or any part thereof, or touching any matter in which I or my property may be concerned, and to employ counsel and execute and deliver releases or other instruments in connection therewith;

15. To have full and free access to any safety deposit box, vault, storage room or any other place where any of my property is or shall be or to which I shall have the right of access; to open or enter any such safety deposit box, vault, storage room or such other place and to deposit therein or remove therefrom articles or property; to surrender any such box or terminate the lease of any such vault, storage room or such other place; to exchange any such box for any other safety deposit box; to enter into any agreement of lease for a safety deposit box, vault, storage room or such other place in my name; meaning hereby to give my attorney such control of any such box, vault, storage room or such other place, and the contents thereof, as I now or hereafter have;

16. To execute federal, state or local income tax returns or any other required tax returns in my name, to execute any forms (including any special power of attorney which may be required by any tax authority) which may be required in connection with administrative or judicial proceedings in connection with any such tax returns, and to act in my name during any such administrative or judicial proceedings;

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17. To make gifts to any one or more of my descendants (if any) of whatever degree (including any one or more of my said attorneys who is a descendant of mine) in amounts not exceeding the then current annual federal gift tax present interest exclusion (which is now Ten Thousand Dollars ($10,000)) annually with respect to any one of them and gifts to charity in amounts not exceeding 20% of my federal adjusted gross income in any one year; and

18. To sign, execute, acknowledge and deliver any deed or other instrument of transfer or conveyance covering personal property or real estate wherever situated to the then Trustee or Trustees (and their successors in trust) under a certain Agreement of Trust heretofore created by me on September 7, 1990, designated as the "LAWRENCE J. ANSIN 1990 REVOCABLE TRUST," as the same may be amended from time to time.

GENERAL AUTHORIZATION:

My said attorney may in general do all other acts and deeds, matters and things whatsoever in or about my estate, property (real or personal) and affairs which I might or could do if personally present, hereby giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done with my property as fully to all intents and purposes as I might or could do if personally present.

In no event shall my attorney be held personally liable for any exercise of the powers herein contained except in the case of gross misconduct or fraud.

DELEGATION OF POWERS; COMPENSATION:

My said attorney is authorized to delegate any powers hereunder to investment counsel, custodian, broker, accountant, attorney, or any other agent, and to revoke any such delegation. My attorney may pay herself, or any agent to which she has delegated her powers, reasonable compensation for services rendered hereunder from any property owned by me or to which I am now or may hereafter become entitled. My attorney may deal with herself or with any concern in which she may be interested as freely and effectively as though dealing with a stranger. I hereby ratify and confirm all that my said attorney (or my attorney's agents) shall do or cause to be done by virtue hereof.

9704378380

PHYSICIAN/PATIENT WAIVER:

My said attorney is hereby specifically authorized to waive my right to have any communications between me and my physician kept in confidence.

GOOD FAITH RELIANCE:

For all purposes hereof, any act taken by my attorney and every instrument executed by my attorney, or any person who, according to the provisions hereof, is represented to be my attorney, shall be conclusive evidence in favor of every person relying thereon that at the time of such reliance this Power of Attorney was in full force and effect and that my attorney was duly authorized and empowered to execute said instrument. An affidavit executed by my attorney, as to any fact affecting this Power of Attorney, shall be conclusive thereof.

RESIGNATION:

Any attorney of mine serving hereunder may resign at any time by a writing signed by said attorney and attached hereto, written notice of which shall be given to me and any co-attorney serving hereunder. If any resigning attorney shall have in his or her possession any original Durable Power of Attorney signed by me, such attorney shall return such original Power to me.

DURABLE POWER:

This power of attorney shall not be affected by my subsequent disability or incapacity.

Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Any photocopy of this Durable Power of Attorney shall have the same force and effect as the original.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 27th day of March, 1993.

Lawrence J. Ansin

9704383831

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss. MARCH 27, 1993

Then personally appeared the above-named LAWRENCE J. ANSIN, and acknowledged the foregoing instrument to be his free act and deed, before me,

(Seal)

Patrick B. Moraghy
Notary Public
My commission expires: 5/4/95

9704337/838832

MUR 3585

BAKER & HOSTETLER

COUNSELLORS AT LAW

WASHINGTON SQUARE, SUITE 1100 • 1050 CONNECTICUT AVENUE, N.W. • WASHINGTON, D.C. 20036 • (202) 861-1500
FAX (202) 861-1783 • TELEX 2357276
WRITER'S DIRECT DIAL NUMBER (202) 861-1504

RECEIVED
FEDERAL ELECTION COMMISSION
93 MAY -6 PM 3:08

May 6, 1993

VIA HAND DELIVERY

Mary Taber, Esquire
Office of the General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20643

Re: MUR 3585

Dear Ms. Taber:

We have been retained as counsel to Mr. Anastasios Kalogianis in the Federal Election Commission Matter Under Review 3585.

Enclosed with this letter is the designation of counsel form signed by Mr. Kalogianis. Our client wishes to pursue pre-probable cause conciliation with the Commission. Mr. Kalogianis has in the past and continues to be anxious to fully cooperate with the Commission in its investigation and in a prompt and equitable resolution of this matter.

If you have any additional questions in regards to this matter, please contact me.

Sincerely,

E. Mark Braden

EMB/bss
Enclosure

9704378383

STATEMENT OF DESIGNATION OF COUNSEL

MUR 3585

NAME OF COUNSEL: William H. Schweitzer, Esq.
E. Mark Braden, Esq.

ADDRESS: Baker & Hostetler
Suite 1100
1050 Connecticut Avenue, NW
Washington, DC 20036

TELEPHONE: 202-861-1500

RECEIVED
FEDERAL ELECTION COMMISSION
93 MAY -6 PM 3:08

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

5/5/93
Date

Anastasios Kalogianis
Signature

RESPONDENT'S NAME: Mr. Anastasios Kalogianis

ADDRESS: c/o Olympic Construction
40 Lowell Street, Bldg 2
Salem, NH 03079

HOME PHONE:

BUSINESS PHONE: 603-894-4600

9704383834

OGC 8698

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111

701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
Telephone: 202/434-7300
Fax: 202/434-7400

Telephone: 617/542-6000
Fax: 617/542-2241

John K. Markey

Direct Dial Number
617/348-1682

May 4, 1993

BY FAX

Scott E. Thomas, Chairman
Federal Election Commission
999 E. Street, N.W.
Washington, D.C. 20463

93 MAY 10 PM 5:06

FEDERAL ELECTION COMMISSION
RECEIVED

Re: Lawrence Ansin

Dear Chairman Thomas:

With regard to the attached letter dated April 22, 1993, please be advised that I just returned from a week's vacation on Monday, May 3, and am unable to respond to the factual and legal analysis contained in the FEC's memorandum. I hereby request a continuance to respond to the FEC's memorandum to May 30. I believe that there are substantial legal arguments why the FEC's finding is incorrect, including that the loan in question was made at the exploratory stage of the campaign, prior to the formation of the Committee, and prior to there being any intent formed by the candidate to actually seek the office for which he was running. I believe that the applicable regulations are ambiguous at best as to whether the penalties you seek to enforce apply in this situation. There are other legal and factual points which I would like to brief.

Please let me know at your earliest convenience whether the requested continuance will be granted. Thank you for your consideration.

Sincerely,

John K. Markey

cc: Mr. Lawrence Ansin

277492.1JKM/mpj

2704338385

LAW OFFICES
ERVIN, COHEN & JESSUP
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
NINTH FLOOR
9401 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90212-2974
TELEPHONE: (310) 273-6333
FAX: (310) 859-2325

LEONARD COHEN
RETIRED

WRITER'S DIRECT DIAL:
(310) 281-6310

REF. OUR FILE NO.
0309-001

May 11, 1993

VIA FAX
(202/219-3923)

Federal Election Commission
Washington, D. C. 20463
Attn: Delanie DeWitt Painter, Esq.

Re: Peter B. Caloyeras
MUR #3585

Dear Ms. Painter:

I write as Mr. Caloyeras' lawyer in response to the Commission's letter to him dated April 22, 1993 and attach his Statement of Designation of Counsel.

The Commission's April 22 letter arrived in Mr. Caloyeras' office on April 26 at which time he was out of the country and he did not return to his office until about May 6, 1993.

Mr. Caloyeras sent me a copy of the Commission's letter and package on May 10, 1993. We are interested in pursuing pre-probable cause conciliation and I will appreciate a call from the appropriate Commission's person to discuss this. In the meantime I respectfully request 15 days additional time to become acquainted with the situation.

Sincerely,

W. Edgar Jessup, Jr.

WEJ/pb
9D313204

93 MAY 11 PM 3:03
RECEIVED
FEDERAL ELECTION COMMISSION

9704383836

STATEMENT OF DESIGNATION OF COUNSEL

MUR 3585

NAME OF COUNSEL: W. Edgar Jessup, Jr.

ADDRESS: Ervin, Cohen & Jessup
9401 Wilshire Blvd., 9th Floor
Beverly Hills, CA 90212

TELEPHONE: 310/273-6333

RECEIVED
FEDERAL ELECTION COMMISSION
93 MAY 11 PM 3:03

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

May 10, 1993
Date

Signature

RESPONDENT'S NAME: Peter B. Caloyeras

ADDRESS: 4053 Redwood Avenue
Los Angeles, CA 90066

HOME PHONE:

BUSINESS PHONE: 310/827-2100

9704378837

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 7, 1993

Charles F.C. Ruff
Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20044

RE: MUR 3585

Dear Mr. Ruff:

This is in response to your letter dated May 4, 1993, which we received on May 5, 1993, requesting an extension of 15 days to respond to the Commission's finding of reason to believe that your client, Elkin McCallum, violated 2 U.S.C. § 441a(a)(1)(A) by making $150,000 in loans payable to the Tsongas Committee, and knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Nicholas A. Rizzo, Jr. After considering the circumstances you have presented, the Office of the General Counsel has granted the requested extension. Accordingly, your response is due by the close of business on May 26, 1993.

If you have any questions, please contact me at (202) 219-3690 or (800) 424-9530.

Sincerely,

Mary Tabor

Mary Tabor
Attorney

9704383888

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 7, 1993

John K. Markey
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111

RE: MUR 3585

Dear Mr. Markey:

This is in response to your letter dated May 4, 1993, which we received on May 6, 1993, requesting an extension of 19 days to respond to the Commission's finding of reason to believe that your client, Lawrence Ansin, violated 2 U.S.C. § 441a(a)(1)(A). After considering the circumstances you have presented in your letter, the Office of the General Counsel has granted the requested extension. Accordingly, your response is due by the close of business on May 31, 1993.

In addition, this Office has received your correspondence dated May 6, 1993, requesting that the Commission take no further action against Mr. Ansin because of his grave illness, accompanied by the affidavit of Mr. Ansin's physician, Jerome E. Groopman, M.D. This Office will consider this information, as well as any other factual or legal materials relevant to the allegations which you submit within the allotted extension of time.

If you have any questions, please contact me at (202) 219-3690 or (800) 424-9530.

Sincerely,

Mary Tabor

Mary Tabor
Attorney

9704378389

FRIEDMAN & ATHERTON
COUNSELLORS AT LAW
EXCHANGE PLACE
53 STATE STREET
BOSTON, MA
02109

TELEPHONE
617-227-5540

TELECOPIER
617-523-1550

FEDERAL ELECTION COMMISSION
MAILROOM
MAY 10 11 57 AM '93

300728

CRAVEN CREST

RECEIVED
FEDERAL ELECTION COMMISSION

May 6, 1993

Lawrence Noble, Esq.
General Counsel
Office of General Counsel
Federal Election Commission
999 E Street, West
Washington, DC 20463

Re: William Berg
MUR #3585

Dear Mr. Noble:

Please find enclosed Mr. Berg's Response to the Request for Production of Documents/Order to Submit Written Answers.

The undersigned, on behalf of Mr. Berg, respectfully requests pre-probable cause conciliation in this matter. We request also that no action be taken against Mr. Berg. As stated in Mr. Berg's Response, Mr. Berg, when he made the loan in question to The Tsongas Committee, believed the loan to be proper and lawful, based on statements made to him by Mr. Rizzo, who Mr. Berg knew to be an expert in matters concerning campaigns, including financing matters. Mr. Berg reasonably relied on Mr. Rizzo's detailed assurances that the loan was lawful and proper, and that loans were routinely made by banks and by candidates themselves to campaigns. That Mr. Berg believed his loan to be lawful and proper is further demonstrated by the fact that the loan was made by check, that the check was written to The Tsongas Committee, and that Mr. Berg insisted on receiving, and did receive, a promissory note from the Committee. Clearly, Mr. Berg did not try in any manner to conceal his loan to the Committee or otherwise disguise it as, for instance, a loan to some person or entity other than The Tsongas Committee.

I would note also that Mr. Berg has cooperated with the United States Attorney, District of Massachusetts, in the investigation of Mr. Rizzo and provided to the government full documentation and testimony concerning the loan.

9704383820

Mr. Berg, as a result of relying on Mr. Rizzo's statements and assurances, has already suffered a penalty of $30,000, which constitutes that portion of the loan that was not repaid. This was money, as indicated in Mr. Berg's response, that he could ill afford to lose. Mr. Berg has also suffered significantly in other ways as a result of making what he believed to be a legal and proper loan to Senator Tsongas' presidential campaign. Not surprisingly, he has suffered anxiety and embarrassment as a result of being questioned by the government and being named, albeit not as a wrongdoer, in the indictment. He has also seen his business ventures put at jeopardy, as I will explain further below, after I briefly review Mr. Berg's personal history.

Mr. Berg is by training and education a biochemist. He received his Bachelor of Science degree from Rice University in 1965, and his Ph.D in biochemistry thereafter from the University of Chicago. He completed research fellowships at the Harvard Medical School and the Massachusetts Institute of Technology, where he devoted himself for years to cancer research and worked as part of a team that shared in the major breakthrough of identifying the first protein known to make cells cancerous.

In the 1980s Mr. Berg left medical research to pursue business and, in particular, real estate development. His real estate activities have been significantly devoted to developing and constructing housing to serve low-income and elderly citizens in Massachusetts and, individually or as the President of Trafalgar Capital Associates, Inc., of which is President/Owner and sole director, he has, in the last eight years, participated in developing seven such projects, consisting in total of almost 900 apartment units. His major project in recent years has been the Gardner Place development in Gardner, Massachusetts, which is anticipated to provide low and moderate income housing to hundreds of senior citizens. In the course of developing the Gardner project, Mr. Berg has borrowed $1m for acquisition of the site and has spent over $600,000 of his own money on the project's development costs, which expenditure constitutes the major portion of his prior savings.

In the course of his business dealings, Mr. Berg came to know and rely upon Mr. Rizzo and his consulting company, Benco. Mr. Berg was, when he entered business, a novice in housing development, and, most especially, a novice in the political and governmental arenas. Mr. Rizzo, with his decades of involvement in government and politics, provided consulting services to Mr. Berg in connection with winning public and governmental support

9704378321

for certain of the development projects with which Mr. Berg was involved. Now, however, Mr. Berg's prior involvement with Mr. Rizzo threatens to cause great detriment to Mr. Berg's business. As but one example, the Gardner project, to which Mr. Berg has devoted years of his life and a major portion of his earnings and savings, and which, as recently as two years ago, seemed a step away from successful implementation, now appears at risk, largely because of Mr. Rizzo's past involvement with the project. The simple fact is that many persons who would otherwise be likely to support this clearly worthwhile project have become wary, indeed, because of Mr. Rizzo's prior efforts on behalf of Gardner.

In sum, Mr. Berg, as a result of an act reasonably believed by him to be legal and proper, has lost a significant sum of money, has suffered great embarrassment and has seen business enterprises to which he has devoted enormous efforts put in jeopardy. On the other side of this, as indicated in the brief sketch of Mr. Berg's history, above, is the fact that Mr. Berg has, throughout his life, been a good, decent and honorable citizen, all of whose endeavors - including those devoted to business - have been informed by conscience and a desire to improve the lives of others rather than his own life only.

While I understood that you must review dispassionately the facts surrounding Mr. Berg's loan to The Tsongas Committee, I hope you will also give consideration to the latter facts presented above, any and all of which Mr. Berg is prepared, at the appropriate opportunity, to confirm to you through his statements and those of other persons who know him well.

Very truly yours,

David L. Kelston

DLK/kp

9704378382

FEDERAL ELECTION COMMISSION

MUR Number 3585

RESPONSE OF WILLIAM BERG TO REQUEST FOR PRODUCTION OF DOCUMENTS/ORDER TO SUBMIT WRITTEN ANSWERS

I, William Berg, submit the following written answers under the pains and penalties of perjury. I state, as to all of these answers, that I was assisted in drafting each response by my attorney, David Kelston, Esq., Friedman & Atherton, 53 State Street, Boston, Massachusetts 02109, telephone

Also as to all my responses, I state that Nicholas Rizzo, 30 Hemlock Road, Andover, Massachusetts 01810, telephone

should be capable of furnishing testimony that corroborates each response, although I have not consulted with him concerning these answers. The nature of my association with Mr. Rizzo is stated below.

1. Please list the dates and amounts of any loans you made to The Tsongas Committee, Nicholas Rizzo, and Maria Rizzo, and submit all documentation associated with the loan(s) including, but not limited to, the cancelled checks used to make the loan(s); any loan agreement or other note, memorandum or correspondence associated with the loan(s).

RESPONSE: On or about March 1, 1991, I made a loan, through my company Trafalgar Capital Associates, Inc., to Nicholas Rizzo in the amount of $20,000. On or about March 4, 1991, I made a loan, through my company Trafalgar Capital Associates, Inc., to Nicholas Rizzo in the amount of $15,000. I have attached hereto, at pages marked 1-4, copies of the checks constituting those loans. I have not been able to locate any other documentation associated with these loans, and do not believe that any other documentation exists now or existed in the past. More specifically, I do not believe that any loan agreement, note, memorandum, correspondence or other documents were ever drafted or executed concerning these loans.

On or about December 5, 1991, I personally made a loan of $60,000 to The Tsongas Committee. I have attached hereto, at

93 MAY 11 PM 12:56
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

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pages marked 5-7, a copy of the check constituting that loan and a copy of the note from the Committee to me of December 7, 1991 concerning that loan. I have not been able to locate any other documentation associated with that loan, and do not believe that any other documentation exists now or existed in the past.

2. Documents showing the outstanding balance of the loan(s) and a list of all payments received to date on the loan(s), including copies of checks and dates received.

RESPONSE: There are no documents that show the outstanding balance of the loans referenced in para. 1. To the best of my recollection, the loans to Mr. Rizzo of 1991 have not been repaid in part or in full. The loan to The Tsongas Committee was paid back in part on or about February 11, 1992. I have attached hereto, at page marked 8, documentation of that repayment.

3. Documents and a written explanation relating to the making of loan(s), including, but not limited to, references to your understanding of the identity of the borrower; correspondence, memoranda or other documents indicating who solicited the loan, when the loan was solicited, how the loan was solicited; and when repayment was expected.

RESPONSE: I do not have any documents responsive to this request. To the best of my recollection, the explanation relating to the making of these loans is as follows. A few days before I wrote the checks attached hereto at pages 1-4, Mr. Rizzo telephoned me and asked me to meet him to discuss an urgent matter. (At the time, Mr. Rizzo was participating with me and my company, Trafalgar, in the development of a government subsidized elderly housing project to be located in Gardner, Massachusetts. Mr. Rizzo's task, which was essential to the project's success, was to work to free up federal monies that had been appropriated for projects like Gardner but were not being spent.) Mr. Rizzo and I met, I believe, at a Howard Johnson's restaurant on Route 2 in Concord, Massachusetts. At that meeting, Mr. Rizzo stated to me words to the effect that he was in personal financial trouble, that he had not been able to make his mortgage payments, and that he was going to lose his house if he didn't come up with money immediately. He stated that if he was unsuccessful in obtaining the money he needed, he might be forced into bankruptcy and would not be able to continue to assist me in my business activities.

I believe that I agreed at that meeting to loan Mr. Rizzo $35,000. I understood then that he, and no other person or entity, was the borrower.

As to repayment of these loans, I anticipated that repayment would be made when the Gardner project came to fruition.

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As to my loan to The Tsongas Committee, I remember as follows. Mr. Rizzo telephoned me a few days before I made the loan. I believe that he stated words to the effect that The Tsongas Campaign was running short of money, that the campaign really had "a shot" at winning, that there was desperate need for money to make a "media buy", and would I loan the campaign $60,000. I did not want to make the loan, and the first thing I asked Mr. Rizzo was whether such a loan was legitimate. He responded to this question roughly as follows:

> "Bill, come on. I'm a professional in this business. I've been doing this virtually all my life. You don't think I'd ask you to do something that wasn't above-board. This is a presidential campaign -- everybody sees everything. You can't imagine me doing anything in a presidential campaign that, if it surfaced, could destroy Tsongas' campaign. People make loans to their campaigns all the time, banks make loans to campaigns, people working on campaigns make loans of their services all the time. Look at the [news]papers - Bill Weld ran his campaign off his own personal loans."

Because I had known Mr. Rizzo for a number of years, because I understood him to be the Finance Chairman for The Tsongas Committee, because I understood that, as he stated, he had been involved with numerous election campaigns for years, including other presidential campaigns, and was an expert on matters concerning such campaigns, including financing matters, because I understood that Mr. Rizzo had been Senator Tsongas' closest political confidant for years, and close personal friend, I did not doubt the accuracy of what he told me or make further inquiries, since it was inconceivable to me that what Mr. Rizzo told me was inaccurate. Thinking back on it now, I realize that I simply assumed at the time that it was out of the question that Mr. Rizzo would do anything that could in any way possibly jeopardize his best friend's chances of becoming President of the United States. I note also that I had been to Mr. Rizzo's office many times, and could not help but notice the numerous photographs of Mr. Rizzo with prominent political figures, including one photograph taken of Mr. Rizzo on "Air Force One". I simply had no question that what Mr. Rizzo was telling me about the loan I was about to make was accurate.

But I still did not want to make the loan, and I told Mr. Rizzo that I did not want to do it because I could not afford to do so in the present, poor business climate. Mr. Rizzo continued to tell me how important this loan was to the committee, and he told me that, absolutely, I would be repaid. He told me donations were coming into the campaign so I would be assured of quick repayment. He also said words to the effect that I could look at this as a loan to him personally and that he guaranteed that he would repay it.

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I finally agreed to make the loan, but I stated to Mr. Rizzo that I would have to have a note from the Committee assuring quick repayment. Mr. Rizzo said that he would get such a note to me.

A few days after this conversation, to the best of my memory, I wrote the check, which either I had delivered to Mr. Rizzo or he had picked up.

Mr. Rizzo, I believe, delivered the note to me within a few days of my writing the check. He assured me that I would be repaid on or before the date on the note, and he thanked me profusely for making the loan.

I state, finally, that I made the check out to The Tsongas Committee and received the note from The Tsongas Committee, and that I understood that this loan was to the committee, although Mr. Rizzo was personally guaranteeing repayment.

4. Describe any contact you have had with Senator Paul Tsongas or any representative of his presidential campaign concerning the making or repayment of the loan(s).

RESPONSE: I have had no contact with Senator Paul Tsongas or any representative of his presidential campaign concerning the making or repayment of the 1991 loans to Mr. Rizzo described above. Concerning the loan to The Tsongas Committee, my only contact has been with Mr. Rizzo, which continued after I made the loan. This contact consisted primarily of my telephoning and meeting with Mr. Rizzo numerous times in 1992 to insist that I had to be repaid immediately.

More specifically, I believe in early February, 1992, I called Mr. Rizzo and told him that I had to have my money back immediately. This was prior to the due date on the note. Mr. Rizzo replied that he would immediately get me a check for $30,000 (which he did by, I remember, actually driving to my home in Arlington, Mass. and hand-delivering it), and that he would get the remaining $30,000 to me as quickly as possible. I also remember calling Mr. Rizzo after I learned from a news report that Senator Tsongas had dropped out of the presidential race and asking Mr. Rizzo where my remaining $30,000 was going to come from. He told me that the campaign was going to receive Federal Election Commission matching funds, and that I would definitely be repaid the remaining $30,000.

At another point, I believe a good bit later in 1992 and after I had made numerous telephone calls to him on this matter, Mr. Rizzo told me that the campaign owed him something like $180,000, that my money was part of that, that he was going to be repaid any day, that I would be repaid as soon as that happened,

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and that the Federal Election Commission was just completing its "audit" so that money was forthcoming.

5. Please list names and addresses of other persons you know to have made similar loans.

RESPONSE: I have no first-hand knowledge of any other persons who made loans to The Tsongas Committee similar to my loan. I have read newspaper articles identifying other persons who made such loans, but the only name I remember is "Ansin", who is, I believe, also listed in the indictment, which I understand the Federal Election Committee has.

6. Please list the dates and amounts of any other contributions you have made to The Tsongas Committee, and produce any documents relating to the making of those contributions, including, but not limited to, correspondence, memoranda or other documents indicating who solicited the contributions, how and when the contributions were solicited.

RESPONSE: I made a contribution to the Tsongas Committee of $500 on June 24, 1991. See cancelled check attached hereto at pages 9-10. I wrote this check at a fund raising breakfast at the Lafayette Hotel in Boston, Massachusetts.

7. Describe your understanding of the federal law regarding political contributions to presidential candidates at the time you made any loans or other contributions to The Tsongas Committee.

RESPONSE: My knowledge of federal law regarding political contributions to presidential candidates at the time I made the loan and at the time I made the contribution to The Tsongas Committee was based on what I had heard over the years, rather than on any direct review of the laws. (I note that I am a businessman now, that I was previously a medical researcher studying cancer, but that I am not and have never been an attorney). Prior to the conversation I had in December, 1991 with Mr. Rizzo, reviewed above, I had no understanding of federal law regarding loans to presidential candidates. I did understand at that time, and earlier, that corporations could not make contributions to presidential candidates, and that individuals could not make contributions exceeding $1000 in any year to a presidential candidate. As a result of my conversation with Mr. Rizzo in December, 1991, I understood and believed that there were no similar restrictions involving loans, and that my loan to The Tsongas Committee was legal and proper.

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Signed under the pains and penalties of perjury this 6th day of May, 1993.

William Berg

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

May 6, 1993

Then personally appeared the above named William Berg, who acknowledged the foregoing instrument to be his free act and deed before me.

Notary Public
My Commission Expires:

MY COMMISSION EXPIRES DEC. 21, 1995

970433.8388

TRAFALGAR CAPITAL ASSOCIATES, INC.
ONE DEVONSHIRE PLACE SUITE 3605
BOSTON, MA 02109

SHAWMUT BANK OF BOSTON
BOSTON, MA 02110

№ 4115

CHECK NO.

5-20/110

Pay the sum of Twenty Thousand Dollars and No Cents

DATE 3/01/91

AMOUNT $ 20,000.00

PAY TO THE ORDER OF Nicholas Rizzo

AUTHORIZED SIGNATURE

01 03-04 368632747

9704378389

Nicholas R 330
For Deposit Only

9704378390C

▶211370516◀
MEDFORD SAVINGS BANK
29 HIGH ST
MEDFORD MA 02155
FEB 28 91
▶211370516◀
(617) 395-7700 X416

759

MEDFORD SAVINGS BANK
MEDFORD, MASS.
FEB 28 PM 4:57

(3)

TRAFALGAR CAPITAL ASSOCIATES, INC.
ONE DEVONSHIRE PLACE SUITE 3605
BOSTON, MA 02109

SHAWMUT BANK OF BOSTON
BOSTON, MA 02110

№ 4117

CHECK NO.

5-20/110

3 1 2 5 0 0 1 2 0 9

Pay the sum of Fifteen Thousand Dollars and No Cents

DATE 3/4/91

AMOUNT $ 15,000.00

PAY TO THE ORDER OF Nicholas Rizzo

AUTHORIZED SIGNATURE

1 0 6 3 8 3 9 0 4 7 9

Nicholas Rizzo

1113 17542

9704378 3902

(5)

WILLIAM H. BERG
34 BRANTWOOD ROAD
ARLINGTON, MA 02174

SHAWMUT BANK, N.A
BOSTON, MA 02211

№ 2118

5-20/110

CHECK NO.

Pay the sum of Sixty Thousand Dollars

DATE 12/5/91

AMOUNT $ 60,000.00

PAY TO THE ORDER OF Tsongas Committee

⑆721b1952⑆ 05 1[illegible] 7200 340

AUTHORIZED SIGNATURE

970432/8390 3

Tsongas Committee

for deposit only

9 7 0 4 3 7 8 3 9 0 4

ANDOVER BANK, 61 MAIN ST. DEC04-91-->2113-7047-7<-- 01-150
ANDOVER, MA (508) 475-6103 (02-153879-7) 11:41:55

0163493

04 DEC

5-20

DE '91 05

12-05-91

(7)

REAL ESTATE NOTE 333

$ 60,000.00 — 7 DECEMBER 1991 — 19

For Value Received THE TSONGAS COMMITTEE

promise to pay to WILLIAM BERG, 34 BRANTWOOD ROAD, ARLINGTON, MA

or order

SIXTY THOUSAND ($60,000.00) Dollars

ON OR BEFORE 15 MARCH 1992

in does not apply from this date, with interest

at the rate of ____ per centum per annum, during said term, and for such further time as said principal sum, or any part thereof, shall remain unpaid.

Signed in presence of

'Songas Committee

TSONGAS COMMITTEE
AUTHORIZED SIGNATURE

Nicholas A Rizzi
Finance Chairman

Secured by Mortgage of Real Estate in _____ Registry of Deeds to be recorded in _____

FORM 333 HOSES & WARREN, INC., PUBLISHERS, BOSTON, MASS. 02101

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(8)

NICHOLAS A. RIZZO
P. O. BOX 577
ANDOVER, MA 01810

5977

53-235/113

February 11 19 92

PAY TO THE ORDER OF Trafalgar Capital $ 30,000.00

THE SUM 30 000 DOLS 00 CTS DOLLARS

30,000 00

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

Nicholas A Rizzo

BayBank
BayBank Middlesex
Massachusetts

9700437839026

DEPOSIT TICKET

PLEASE BE SURE THAT ALL ITEMS ARE PROPERLY ENDORSED. LIST EACH CHECK SEPARATELY.
Checks and other items are received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement.
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

DATE

	DOLLARS	CENTS
CURRENCY		
COIN		
CHECKS		
1 392 1430 2020087984 0	30,000.00	
TOTAL		

Shawmut
Shawmut Bank, N.A.
Boston, MA 02211

TRAFALGAR CAPITAL ASSOCIATES

PLEASE ENTER TOTAL HERE

TOTAL ITEMS 1

TOTAL DEPOSIT

HARLAND

HARLAND

WILLIAM H. BERG
34 BRANTWOOD ROAD
ARLINGTON, MA 02174

SHAWMUT BANK, N.A
BOSTON, MA 02211

№ 1998

5-20/110 CHECK NO.

31567 26729

PAY TO THE ORDER OF The Dougas Committee

DATE June 24, 1991

AMOUNT $500.00

five hundred and no/100

AUTHORIZED SIGNATURE

970437/83907

(10)

PAY ORDER OF
BAYBANK MIDDLESEX
BURLINGTON, MA 01803
▶ 011302357 ◀
FOR DEPOSIT ONLY
CAMPAIGN ACCOUNTS 6 9 4 7
THE TSONGAS COMMITTEE
26295874

▶011001742◀
BAYBANK BOSTON
175 FEDERAL ST.
BOSTON, MA 03
▶011001742◀

JE '91

JE '91' 24

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970433/839008

Shaines & McEachern
Professional Association, Attorneys

FEDERAL ELECTION COMMISSION
MAIL ROOM
Mar 13 11 28 AM '93

VIA FEDERAL EXPRESS

May 11, 1993

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RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

Mary Tabor, Esq.
FEDERAL ELECTION COMMISSION
999 E Street, N.W.
Washington, D.C. 24063

RE: Respondent: Thomas D. Kelley, Jr.
MUR: #3585

Dear Ms. Tabor:

Enclosed please find the following:

1. Response to Factual and Legal Analysis;
2. Request for Pre-Probable Cause Conciliation; and
3. Statement of Designation of Counsel.

Thank you for your attention to this matter.

Very truly yours,
SHAINES & McEACHERN, P.A.

BY: _____
Jonathan S. Springer

JSS/kma

Enclosure

cc: Mr. Thomas D. Kelley, Jr.

97043783929

25 Maplewood Avenue, P.O. Box 360
Portsmouth, New Hampshire 03802-0360
Telephone 603/436-3110 FAX: 603/436-2993

FEDERAL ELECTION COMMISSION

RESPONDENT: Thomas D. Kelley, Jr.
P.O. Box 603
South Lancaster, MA 01561

MUR: #3585

RESPONDENT'S COUNSEL: Jonathan S. Springer, Esq.
Shaines & McEachern, P.A.
25 Maplewood Avenue
Portsmouth, NH 03801
(603) 436-3110

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FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
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RESPONSE TO FACTUAL AND LEGAL ANALYSIS

I have reviewed the Factual and Legal Analysis which concludes that there is "reason to believe" that I violated 2 U.S.C. § 441a(a)(1)(A) by loaning $25,000.00 to the Tsongas Committee. I do not believe any action should be taken against me for the following reasons:

First, I have cooperated fully with the Federal Election Commission in this matter. In this regard, I note that the Factual and Legal Analysis, except for the introductory paragraphs, is taken almost verbatim from my answers to FEC's request for production of documents and order to submit written answers.

More importantly, those answers establish that I did not know that the loan violated any election laws and that it was not my intent to do so. Indeed, I have never made any other loan or any other type of contribution to the Tsongas Committee or any other political campaign. To the extent that the FEC must find intent or knowledge on my part before instituting any civil or criminal proceedings, penalties or fines, therefore, it would be inappropriate to do so.

I have also cooperated fully with the Public Corruption Unit of the United State's Attorney's Office in Boston, Massachusetts regarding their investigation of Mr. Nicholas A. Rizzo, who was the person who solicited the loan on behalf of the Tsongas Committee. In January I testified in front of a grand jury regarding this matter. While my attorney advises me that I am not at liberty to divulge the nature or substance of my testimony in front the grand jury, I have fully cooperated with the U.S. Attorney's Office in that matter. I have never been indicted or charged with any criminal behavior arising out of this matter by that office, or by any other federal or state authority. It is also extremely important to understand that Mr. Rizzo has been indicted for fraud. I do not have a copy of the indictment charging him with fraud, but the fact that Mr. Rizzo is charged with fraudulent behavior establishes that I was unwittingly duped into making the loan.

I am enclosing a copy of an article from the Boston Globe, of February 25, 1993, which appeared after the fraud indictment against Mr. Rizzo was handed down. While this was an article which article is not necessary dispositive of this issue, I believe it contains some interesting information which establishes that I was innocent party taken advantage of by Mr. Rizzo. As shown by this article, another, unidentified individual who loaned more than twice as much as I did stated that he had no indication "it was not right" based upon Mr. Rizzo's assurances. A "close Tsongas advisor" is quoted as saying that Mr. Rizzo "was the one guy who was a real pro of past campaigns, everybody else was pretty much

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amateurs . . .. I can easily see why people would assume this was legitimate."

It is also important to note that there is a very real question as to whether my loan was to a "candidate and his authorized political committee" within the meaning of 2 U.S.C. § 441(a)(1)(A). Apparently none of the money solicited by Mr. Rizzo ever actually went to Mr. Tsongas or his "authorized" committee. Nothing in the statute states that it is a violation if a person thinks he is making a contribution to a candidate or authorized committee, but in fact the money never actually reaches that candidate or authorized committee. It is no secret, and it can be seen from the attached article, that Mr. Tsongas claims that his campaign never actually received the money.

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Thomas D. Kelley, Jr.

Contributors to Tsongas say Rizzo duped them

Boston Globe 2/25/93

By Larry Tye and Stephen Kurkjian
GLOBE STAFF

Nicholas Rizzo's pitch was cunning in its straighforwardness, those who bought it say: The Tsongas presidential campaign needed a loan, a short-term one until the cash began flowing. Yes, the amount he was seeking seemed high – 100 times higher than contributors thought they were allowed – but not to worry, Rizzo would personally guarantee it was all above board.

NICHOLAS RIZZO
Says he plans to fight back

"I was assured it was okay as far as the Federal Election Commission was concerned," said one person who loaned Rizzo more than $50,000 and testified before the grand jury that indicted Rizzo this week. "I had no indication it was not right; not until I saw it in the newspapers sometime in July.

"I had not worked with Nick before, but anyone who followed Paul Tsongas knew he was a trusted ally, almost like a brother to Paul."

Tsongas' political aides paint a similar picture of Rizzo as a smooth operator, one who cleverly exploited the campaign's early state of disarray to carry off what federal officials claim

RIZZO, Page 26

More Metro News

■ **Island sit-in:** Wampanoag Indian dissidents take over tribe's administrative building on Martha's Vineyard. Page 34.

■ More Metro/Region news, Pages 19-26, 34, 62

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Contributors say Rizzo duped them

■ RIZZO
Continued from Page 19

is the largest campaign fund fraud in US history. "Nick was the one guy who was a real pro of past campaigns, everybody else was pretty much amateurs," said one close Tsongas adviser. "I can easily see why people would assume this was legitimate."

Officials with that campaign and others say the only rock solid way to prevent fund-raising abuses — which have been reported from Arizona to Alabama — is to publicly finance campaigns. Such fundamental reform is needed, said long-time Democratic operative Steven Grossman, "because no matter how many safeguards a campaign puts in place, it won't be enough to guard against every potential abuse."

Even as election experts were training their sights yesterday on long-range changes, lawyers, federal officials and others following the case were speculating about the possibility that the campaign, and even Tsongas himself, might be liable for much of the illegal debts allegedly incurred by Rizzo.

The eight businessmen, whom Rizzo persuaded to lend the campaign a total of $750,000, all have the legal right to claim that the campaign should repay their loans. Although none of the businessmen have yet made such a claim, one Tsongas source said the lenders would probably argue that the campaign would be financially responsible for the actions of the person it presented as its chief fund-raising officer.

An audit by the Federal Election Commission, which is expected to be completed soon, may also raise financial woes for the campaign. Among other things, it could recommend that the campaign be fined for any misuse of funds.

In addition, the audit will determine whether any federal matching funds received by the campaign might have to be repaid. One federal source, who asked not to be identified, said Tsongas might be held personally liable since, as a presidential candidate, he had to pledge himself personally to cover any misspending of federal funds.

Rizzo has denied that, and other

We want ... to set rational limits on spending ... and to shut off this flood of money coming through the back door that invites people to play games with it.

JAY HEDLUND
Common Cause lobbyist

charges in his 46-count indictment, and he told the Associated Press yesterday that he plans to fight back.

Squirreling away campaign money the way Rizzo is charged with doing is highly unusual, political operatives say. But it is also highly tempting in the world of high-stakes politics, where campaigns are struggling to meet payrolls.

Peter Berlandi, Gov. Weld's chief fund-raiser, who spent most of his career raising money for former Attorney General Francis X. Bellotti, said he sets up committees of former prosecutors to screen large donors, ensures several people are required to sign off on payments and takes other precautions learned through a series of state and national races.

"But I'd be lying to say I was not concerned" that something could go wrong, he added. "It's a little scary at times."

Grossman, the former head of the Massachusetts Democratic Committee, agreed: "With so many fund-raisers involved, if someone chose to take resources and use them inappropriately, and if they set about doing it in their own ingenious fashion outside the limits of the law, it would take some time before someone would figure it out."

That is just what prosecutors say happened with Rizzo. He allegedly used the extraordinary trust Tsongas placed in him, and the extraordinary savvy he had gained from four presidential campaigns, to divert campaign funds into private accounts that they say he used, in part, to pay off gambling debts.

He, talked like somebody who really understood the Federal Election Commission rules," said the Tsongas political aide.

The contributors who were allegedly duped, meanwhile, generally were experienced business executives but not schooled in campaign finance laws. They also were, in the words of one of them who asked not to be named, "elated the day Paul Tsongas decided to run for president. I would have done anything I could have to help him get elected."

The campaign finance law requires that the campaign inform the FEC of the identities of all banks it uses to handle its funds. In addition, only the treasurer and assistant treasurer of the campaign have the power to write for the campaign and deposit checks into its bank accounts.

However, according to the indictment, Rizzo skirted those regulations by opening an account at the Andover Bank in Andover without the knowledge of others on the campaign and the FEC, and funneled the checks for contributions and loans into that account. The bank's officers were unaware that Rizzo, although national fund-raising chief for the campaign, was neither treasurer nor assistant treasurer.

In Massachusetts campaigns, the Office of Campaign Finance, which oversees state elections, must be informed by the bank that a campaign account has been opened. No such law exists on the federal level.

Campaign specialists insist that the only way to prevent fund-raising abuse is to have the public pay for campaigns and close loopholes in existing laws that, among other things, allow for contributions beyond the $1,000 limit to groups affiliated with, but not directly controlled by, presidential campaigns. President Clinton has promised to promote such a program, although not until after his economic plan is acted on.

"We're not going to make people pure, but we are going to clean up the system," said Jay Hedlund, a lobbyist for Common Cause, a group dedicated to campaign reform. "We want to set rational limits on spending, to close down some loopholes, and to shut off this flood of money coming through the back door that invites people to play games with it."

New England's largest

FEDERAL ELECTION COMMISSION

RESPONDENT: Thomas D. Kelley, Jr.
P.O. Box 603
South Lancaster, MA 01561

MUR: #3585

RESPONDENT'S COUNSEL: Jonathan S. Springer, Esq.
Shaines & McEachern, P.A.
25 Maplewood Avenue
Portsmouth, NH 03801
(603) 436-3110

REQUEST FOR PRE-PROBABLE CAUSE CONCILATION PERIOD

I hereby request pre-probable cause concilation in this matter.

Thomas D. Kelley, Jr.

9704383915

STATEMENT OF DESIGNATION OF COUNSEL

MUR: 3585

NAME OF COUNSEL: Jonathan S. Springer, Esq.
ADDRESS: Shaines & McEachern, PA
25 Maplewood Avenue
Portsmouth, NH 03801
TELEPHONE: (603) 436-3110

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

May 7, 1993
Date

Thomas D. Kelley, Jr.
Signature

RESPONDENT'S NAME: Thomas D. Kelley, Jr.
ADDRESS: P.O. Box 603
South Lancaster, MA 01561
HOME PHONE:

97043783916

OGC 8754

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

One Financial Center
Boston, Massachusetts 02111

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FEDERAL ELECTION
COMMISSION
MAIL ROOM

MAY 14 12 33 PM '93

701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
Telephone: 202/434-7300
Fax: 202/434-7400

Telephone: 617/542-6000
Fax: 617/542-2241

John K. Markey

Direct Dial Number
617/348-1686

May 6, 1993

BY FAX

MUR 3585

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

Re: Lawrence Ansin

Dear Mary:

Please find attached the Statement of Designation of Counsel executed by Susan Ansin as Attorney for Lawrence Ansin, and a copy of the Durable Power of Attorney.

I will forward Dr. Groopman's affidavit to you as soon as I receive it.

Very truly yours,

John K. Markey

Enclosures

278431.1JKM/mpj

93 MAY 14 PM 2:

9704383917

STATEMENT OF DESIGNATION OF COUNSEL

MUR _____

NAME OF COUNSEL: John K. Markey

ADDRESS: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111

TELEPHONE: (617) 542-6000

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

5/6/93
Date

Susan Ansin as Attorney for Lawrence Ansin pursuant to Durable Power of Attorney dated March 27, 1993
Signature

RESPONDENT'S NAME: Lawrence Ansin

ADDRESS: 61 Possum Road
Weston, MA 02193

HOME PHONE:

BUSINESS PHONE:

93 MAY 14 PM 3:36

9704378391 8

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I, LAWRENCE J. ANSIN, of Weston, Middlesex County, Massachusetts, hereby make, constitute and appoint my wife, SUSAN L. ANSIN, to act as my true and lawful attorney for me and in my name and place and stead.

POWERS, AUTHORITIES, AND DISCRETIONS:

My attorney shall have and may exercise at any time or times the following powers, authorities, and discretions:

1. To open one or more accounts in my name at any bank, brokerage firm or similar institution, including new accounts which are for my benefit but for which title may be in another name or names; to close any account (whether or not such account was opened pursuant to this Paragraph) in my name or for my benefit;

2. To endorse my name on all checks, drafts or other instruments in writing, payable to my order, and to collect the same or to deposit the same in my accounts in any and all banks in which I may have such accounts;

3. To sell and convey all stocks, bonds or other securities standing in my name or otherwise and for that purpose to sign, execute and deliver all assignments and other instruments in writing necessary to transfer said stocks, bonds and other securities to the purchaser or collateral assignee thereof;

4. To sell, transfer, convey, mortgage, lease or otherwise dispose of or encumber, upon such terms and at such price as my said attorney may deem expedient, any real estate or personal property now or hereafter belonging to me or any part thereof or interest therein;

5. To make, execute, acknowledge, deliver or receive good and sufficient deeds, mortgages, leases and other instruments and papers of the same or different nature necessary or proper to complete execution of the powers herein granted;

6. To pay any and all bills, accounts, claims and demands now or hereafter payable by me including without limiting the generality of the foregoing, the power to settle or compromise any such bills, accounts, claims and demands;

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7. To receive, endorse and collect the proceeds of checks payable to my order drawn on the Treasurer of the United States;

8. To act for me in any business in which I have been, am now or hereafter may be engaged or interested;

9. To hold, demand, receive and collect any and all securities, investments and sums of money due, owing, payable, belonging or coming to me in any way;

10. To sell, manage, invest and reinvest any or all of my property as my said attorney shall deem expedient, changing investments according to my said attorney's judgment;

11. To sign and deliver checks, drafts or other orders for the payment of money (including checks, drafts or orders drawn to or for the account of my said attorney personally) upon any bank or banks or any other places in which I now or hereafter have deposits;

12. To borrow money in my name;

13. To borrow upon, surrender or collect monies due from all insurance policies which now or in the future stand in my name;

14. To commence, prosecute, discontinue, defend, settle or compromise all actions or other legal proceedings touching my property or any part thereof, or touching any matter in which I or my property may be concerned, and to employ counsel and execute and deliver releases or other instruments in connection therewith;

15. To have full and free access to any safety deposit box, vault, storage room or any other place where any of my property is or shall be or to which I shall have the right of access; to open or enter any such safety deposit box, vault, storage room or such other place and to deposit therein or remove therefrom articles or property; to surrender any such box or terminate the lease of any such vault, storage room or such other place; to exchange any such box for any other safety deposit box; to enter into any agreement of lease for a safety deposit box, vault, storage room or such other place in my name; meaning hereby to give my attorney such control of any such box, vault, storage room or such other place, and the contents thereof, as I now or hereafter have;

16. To execute federal, state or local income tax returns or any other required tax returns in my name, to execute any forms (including any special power of attorney which may be required by any tax authority) which may be required in connection with administrative or judicial proceedings in connection with any such tax returns, and to act in my name during any such administrative or judicial proceedings;

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17. To make gifts to any one or more of my descendants (if any) of whatever degree (including any one or more of my said attorneys who is a descendant of mine) in amounts not exceeding the then current annual federal gift tax present interest exclusion (which is now Ten Thousand Dollars ($10,000)) annually with respect to any one of them and gifts to charity in amounts not exceeding 20% of my federal adjusted gross income in any one year; and

18. To sign, execute, acknowledge and deliver any deed or other instrument of transfer or conveyance covering personal property or real estate wherever situated to the then Trustee or Trustees (and their successors in trust) under a certain Agreement of Trust heretofore created by me on September 7, 1990, designated as the "LAWRENCE J. ANSIN 1990 REVOCABLE TRUST," as the same may be amended from time to time.

GENERAL AUTHORIZATION:

My said attorney may in general do all other acts and deeds, matters and things whatsoever in or about my estate, property (real or personal) and affairs which I might or could do if personally present, hereby giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done with my property as fully to all intents and purposes as I might or could do if personally present.

In no event shall my attorney be held personally liable for any exercise of the powers herein contained except in the case of gross misconduct or fraud.

DELEGATION OF POWERS; COMPENSATION:

My said attorney is authorized to delegate any powers hereunder to investment counsel, custodian, broker, accountant, attorney, or any other agent, and to revoke any such delegation. My attorney may pay herself, or any agent to which she has delegated her powers, reasonable compensation for services rendered hereunder from any property owned by me or to which I am now or may hereafter become entitled. My attorney may deal with herself or with any concern in which she may be interested as freely and effectively as though dealing with a stranger. I hereby ratify and confirm all that my said attorney (or my attorney's agents) shall do or cause to be done by virtue hereof.

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PHYSICIAN/PATIENT WAIVER:

My said attorney is hereby specifically authorized to waive my right to have any communications between me and my physician kept in confidence.

GOOD FAITH RELIANCE:

For all purposes hereof, any act taken by my attorney and every instrument executed by my attorney, or any person who, according to the provisions hereof, is represented to be my attorney, shall be conclusive evidence in favor of every person relying thereon that at the time of such reliance this Power of Attorney was in full force and effect and that my attorney was duly authorized and empowered to execute said instrument. An affidavit executed by my attorney, as to any fact affecting this Power of Attorney, shall be conclusive thereof.

RESIGNATION:

Any attorney of mine serving hereunder may resign at any time by a writing signed by said attorney and attached hereto, written notice of which shall be given to me and any co-attorney serving hereunder. If any resigning attorney shall have in his or her possession any original Durable Power of Attorney signed by me, such attorney shall return such original Power to me.

DURABLE POWER:

This power of attorney shall not be affected by my subsequent disability or incapacity.

Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Any photocopy of this Durable Power of Attorney shall have the same force and effect as the original.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 27th day of March, 1993.

Lawrence J. Ansin

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss. MARCH 27, 1993

Then personally appeared the above-named LAWRENCE J. ANSIN, and acknowledged the foregoing instrument to be his free act and deed, before me,

(Seal)

Patrick B. Moraghy
Notary Public
My commission expires: 5/4/95

97043/83923

RECEIVED
FEDERAL ELECTION COMMISSION
93 MAY 17 PM 4:09

LAW OFFICES
PHILIP S. NYMAN
ATTORNEYS

LEGAL ASSOCIATES PROFESSIONAL BUILDING
375-385 MERRIMACK STREET
LOWELL, MASSACHUSETTS 01852

PHILIP S. NYMAN
KEVIN J. GAFFNEY
KATHRYN F. STEVENS

TEL. AREA CODE 508
453-1321
459-0754
FAX NO. (508) 441-9291

May 11, 1993

Delanie DeWitt Painter, Esquire
Federal Election Commission
999 East Street N.W.
Washington, D.C. 20463

RE: MUR #3585
Michael Spinelli

Dear Ms. Painter:

Thank you for speaking with me today. As suggested by you, I am enclosing a Statement of Designation of Counsel signed by Mr. Spinelli.

In addition I am requesting that I be permitted to file a response by posting same in the U.S. mail on May 17, 1993 as I discussed with you in our telephone conversation.

Thank you for your courtesy.

Very truly yours,

NYMAN & GAFFNEY

Philip S. Nyman, Esquire

PSN/mhd

enc.

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STATEMENT OF DESIGNATION OF COUNSEL

MUR 3585

NAME OF COUNSEL: Philip Nyman, Esq.

ADDRESS: 375 Gorham Street
Lowell, MA 01852

TELEPHONE: (508) 459-0754 FAX: 508-934-0614

RECEIVED
FEDERAL ELECTION COMMISSION
93 MAY 17 PM 4:09

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

4/24/1993
Date

Michael A. Spinelli
Signature

RESPONDENT'S NAME: Michael A. Spinelli

ADDRESS: 35 Montview Road
Chelmsford, MA 01824

HOME PHONE:

BUSINESS PHONE: (508) 459-2104

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MAY 18, 1993

W. Edgar Jessup, Jr.
Ervin, Cohen & Jessup
9401 Wilshire Blvd., 9th Floor
Beverly Hills, CA 90212

RE: MUR 3585

Dear Mr. Jessup:

This is in response to your letter dated May 11, 1993, which we received that same day via facsimile, requesting an extension of 15 days to respond to the Commission's finding of reason to believe that your client, Peter B. Caloyeras, violated 2 U.S.C. § 441a(a)(1)(A). After considering the circumstances you have presented in your letter, the Office of the General Counsel has granted the requested extension. Accordingly, your response is due by the close of business on May 26, 1993.

If you have any questions, please contact me at (202) 219-3690 or (800) 424-9530.

Sincerely,

Mary Tabor

Mary Tabor
Attorney

9704383926

COOLEY, MANION, MOORE & JONES, P.C.
COUNSELLORS AT LAW
21 CUSTOM HOUSE STREET
BOSTON, MASSACHUSETTS 02110
(617) 737-3100
TELECOPIER (617) 737-3113

EARLE C. COOLEY
HARRY L. MANION III
BARBARA L. MOORE
PATRICK T. JONES
LOUIS N. MASSERY

THOMAS G. GUINEY
DONNA R. CORCORAN
BRIAN G. CALLAHAN
ROBERT S. MOLLOY*
ROY P. GIARRUSSO
PAUL F. BECKWITH
EDWARD C. COOLEY
ROBERT W. NORTON
JOHN J. McGLONE III
WILLIAM D. GILLIS, JR.
TIMOTHY C. KELLEHER III
JOHN J. TUMILTY
MARK H. BURAK

KEVIN M. GLYNN
OF COUNSEL

*ALSO ADMITTED IN
NEW HAMPSHIRE AND NEW YORK

93 MAY 19 PM 2:58

May 13, 1993

Federal Election Commission
999 E Street NW
Washington, DC 20463

ATTENTION: Delanie DeWitt Painter, Esq.

RE: Roger Trudeau; MUR #3585

Dear Attorney Painter:

Pursuant to 11 C.F.R. 111.18(d) please consider this correspondence a request for pre-probable cause conciliation in the above referenced matter. I understand from our conversation that at this stage of the investigation it is unlikely that General Counsel's office is prepared to conciliate. At some point, before a vote is taken by the commission regarding the matter, however, I would like the opportunity to engage in conciliation.

Thank you for your attention and cooperation in this matter.

Very truly yours,

Edward C. Cooley

EdC/lac
F:\ltr\26000796

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COOLEY, MANION, MOORE & JONES, P.C.

COUNSELLORS AT LAW

21 CUSTOM HOUSE STREET

BOSTON, MASSACHUSETTS 02110

(617) 737-3100

TELECOPIER (617) 737-3113

EARLE C. COOLEY
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JOHN J. TUMILTY
MARK H. BURAK

KEVIN M. GLYNN
OF COUNSEL

*ALSO ADMITTED IN
NEW HAMPSHIRE AND NEW YORK

May 13, 1993

Federal Election Commission
999 E Street NW
Washington, DC 20463

ATTENTION: Delanie DeWitt Painter, Esq.

RE: Roger Trudeau; MUR #3585; Response to Subpoena to Produce Documents and Order to Submit Written Answers

Dear Attorney Painter:

Enclosed please find Roger Trudeau's Response to the Subpoena issued by the Federal Election Commission in the above referenced matter.

Pursuant to our conversation, you have agreed that this response is timely made. Please do not hesitate to call if you have any questions or comments.

Very truly yours,

Edward C. Cooley

EdC/lac
enclosure
F:\ltr\26000796

P.S. Original signature page to follow.
E.C.

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RECEIVED
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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 3585
)

RESPONDENT, ROGER TRUDEAU'S, RESPONSE TO SUBPOENA TO PRODUCE DOCUMENTS AND ORDER TO SUBMIT WRITTEN ANSWERS

Now comes the respondent, Roger Trudeau, and responds to the subpoena to produce documents and order to submit written answers as follows:

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OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS

General Objections

1. Roger Trudeau ("Mr. Trudeau") objects to the definitions and instructions set forth on the ground that they are vague and ambiguous.

2. Mr. Trudeau objects to the definitions and instructions set forth on the ground that they expand the scope of the document requests and request for written answers (hereinafter collectively referred to as "Requests") in such a manner as to render the requests overly broad, unduly burdensome and unreasonable.

Specific Objections

1. Mr. Trudeau objects to the first paragraph of the instructions on the ground that it seeks to impose a burden upon him that is vague, ambiguous, overly broad and beyond the scope of the power and authority of the Federal Election Commission

("FEC"). In particular, Mr. Trudeau objects to this instruction to the extent that it purports to require him to furnish information not known to him but rather "available" to him. Without waiving the foregoing objection, and expressly relying thereon, Mr. Trudeau will provide all information known to him that relates to the within requests.

2. Mr. Trudeau objects to the third paragraph of the instructions on the ground that it seeks to impose a burden upon him that is vague, ambiguous, overly broad and beyond the scope of the power and authority of the FEC. In particular, Mr. Trudeau objects to this instruction to the extent that it purports to require him to furnish information relating to individuals "capable of furnishing testimony concerning the response given." Without waiving the foregoing objection, and expressly relying thereon, Mr. Trudeau will provide all information known to him regarding the events that are the subject of the requests.

3. Mr. Trudeau objects to the fourth paragraph of the instructions on the ground that it seeks to impose a burden upon him that is vague, ambiguous, overly broad and beyond the scope of the power and authority of the FEC. In particular, Mr. Trudeau objects to this instruction to the extent that it purports to require him to attempt to secure unknown information. Without waiving the foregoing objection, and expressly relying thereon, Mr. Trudeau will provide all information presently known to him regarding the subject matter of the requests.

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4. Mr. Trudeau objects to the totality of the definitions on the ground that they are vague, ambiguous and overly broad. Without waiving the foregoing objection, and expressly relying thereon, Mr. Trudeau will respond to the requests by application of his own understanding as to the scope of the requests.

SPECIFIC RESPONSES

Mr. Trudeau objects to the requests to the extent that they seek to impose upon him a general obligation or burden to conduct investigations into the subject matter of the requests. It is beyond the scope of the power and authority of the FEC to compel Mr. Trudeau to conduct such investigations or inquiry.

1. No loans were made to any of the individuals or entities listed in Request No. 1. The following loans were made to Benco, Inc.:

A. August 7, 1991; $40,000; drawn on a personal account of Mr. Trudeau, Check No. 1056 (copy of check attached);

B. August 7, 1991; $20,000; drawn on a personal account of Mr. Trudeau, Check No. 1057 (copy of check attached);

C. September 9, 1991; $8,000; drawn on a personal account of Mr. Trudeau, Check No. 1001 (copy of check attached);

D. September 10, 1991; $12,000; drawn on a personal account of Mr. Trudeau, Check No. 1077.

A copy of a promissory note from Nicholas A. Rizzo to Mr. Trudeau is attached hereto. Attached to the back of the promissory note was a handwritten "Post It" from Nicholas Rizzo stating "Sorry

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for the delay, Nick."

2. Notwithstanding the promissory note amount of $62,500, the outstanding loan amount is $65,000. On or about February 15, 1992, Mr. Rizzo made a payment of $15,000 to Mr. Trudeau. The check was drawn on a Benco, Inc. account. Mr. Trudeau does not have a copy of that check.

3. Mr. Trudeau objects to Request No. 3 on the ground that it is vague and ambiguous. In particular, Mr. Trudeau objects to this request to the extent that it relates to the making of "Loans" without limitation. Without waiving the foregoing objection, and expressly relying thereon, Mr. Trudeau responds to Request No. 3 with specific reference to the loans listed in response to Request No. 1 herein.

On or about August 6, 1991, Mr. Trudeau received a telephone call from Nicholas Rizzo. Mr. Rizzo indicated in the conversation that he and Dennis Kanin wanted to meet with Mr. Trudeau regarding the Tsongas campaign. Mr. Rizzo requested that Mr. Trudeau come to the Boston campaign headquarters at 11:00 a.m. on the following day to meet with him and Mr. Kanin and to thereafter have lunch at the Meridien Hotel in Boston.

On or about August 7, 1991, Mr. Rizzo telephoned Mr. Trudeau and indicated that both he and Mr. Kanin were running late and therefore Mr. Trudeau should meet them at the Meridien Hotel at noon.

Mr. Trudeau proceeded to the Meridien Hotel pursuant to Mr. Rizzo's instruction. At approximately noon, Mr. Rizzo met Mr.

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Trudeau at the restaurant in the hotel. Mr. Rizzo and Mr. Trudeau exchanged pleasantries and engaged in small talk while waiting for Mr. Kanin to arrive. Shortly thereafter, Mr. Kanin arrived and joined Mr. Rizzo and Mr. Trudeau in the hotel restaurant. At that point, Mr. Rizzo indicated to Mr. Trudeau that there was something that he and Mr. Kanin wanted Mr. Trudeau to do that required Mr. Trudeau's trust and confidentiality. Mr. Rizzo indicated that there was a long list of people that they could have asked to perform this particular task but that the list had been reduced to the point that Mr. Trudeau was the only person that Mr. Kanin and Mr. Rizzo felt could be approached regarding the subject.

Mr. Rizzo then explained to Mr. Trudeau that the Tsongas campaign had run into fundraising problems. He indicated that the campaign had started out well but that from May through July contributions had dropped off and that August had been a disaster. Mr. Rizzo then indicated, however, that September looked to be a very good month from a fundraising perspective. Mr. Rizzo then explained that someone in the finance department of the campaign had made an error regarding withholding taxes from campaign employees. Mr. Rizzo explained to Mr. Trudeau that the individual (unnamed) in the finance department hadn't realized that the campaign would have to withhold taxes from campaign salaries and that as a result the campaign had received a notice from the Internal Revenue Service ("IRS") indicating that the campaign owed significant taxes. Mr. Rizzo then

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indicated that with salaries coming due on Friday the campaign was in a bind because it could not pay both the salaries that were coming due and the back taxes that were owed to the IRS. Mr. Rizzo stated that although he anticipated that the campaign would be on solid footing in September, the negative publicity that would be generated if the campaign were unable to meet its payroll would be damaging to the Tsongas campaign.

Mr. Rizzo suggested to Mr. Trudeau that the financial outlook for the campaign in the future was outstanding and that what they needed from Mr. Trudeau was a loan for 90 to 120 days. Mr. Trudeau inquired as to the amount of the loan that Mr. Rizzo and Mr. Kanin sought and was told that they needed $60,000. Mr. Trudeau specifically inquired as to whether such a loan would be lawful pursuant to the FEC Regulations. Mr. Rizzo indicated that the loan would not be problem with the FEC and would not violate any of the rules promulgated by the FEC. Mr. Rizzo explained that the Tsongas campaign had reimbursed his company, Benco, Inc., for expenses that the company had incurred and told Mr. Trudeau that the loan he sought at this meeting would be a loan to Benco, Inc. which could then be used to reverse the bookkeeping entries regarding the campaign's reimbursement of Benco's expenses. Mr. Rizzo stated that according to the foregoing he could put the money back in the campaign lawfully. Mr. Kanin, a Boston attorney in a prominent Boston law firm, did not object or respond negatively in any manner to Mr. Rizzo's proposed transaction but rather nodded his head affirmatively to

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Mr. Trudeau to indicate that he concurred with Mr. Rizzo's assessment.

Mr. Trudeau responded to Mr. Rizzo's request by stating that he could not provide Mr. Rizzo with the amount sought but that he could approach other people that he trusted and who trusted him in order to obtain the full amount. Mr. Kanin interjected at that point indicating that he would not be comfortable having Mr. Trudeau approach others. Mr. Rizzo then reiterated the need for the utmost confidentiality regarding this matter and cautioned Mr. Trudeau that adverse publicity regarding the failure to make payroll would seriously damage the campaign. Mr. Trudeau responded that while he didn't believe that he could provide the full amount sought he would see what he could do. Mr. Rizzo expressed his gratitude and told Mr. Trudeau that upon making the loan to Benco, Inc., Mr. Trudeau would be provided with an interest bearing promissory note. Mr. Rizzo closed the conversation by asking Mr. Trudeau to call him later that afternoon.

Mr. Trudeau then went to his office and checked his various accounts to see how much money he could produce for Mr. Rizzo. He determined that he could write two checks, one for $20,000 and one for $40,000. The $40,000 check was drawn on a reserve account and the other was drawn on a personal account after borrowing $20,000 from his company, booking it as an officer loan, and depositing the funds in his personal account. (See response no. 1).

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Mr. Rizzo came to Mr. Trudeau's office either that day or the next day in order to pick up the checks. At that meeting, Mr. Trudeau inquired as to the loan documents which Mr. Rizzo had indicated would be drawn up. Mr. Rizzo stated that he hadn't had the time to draw up the loan documents but that he would put them in the mail in the next several days.

On September 8, 1992, Mr. Rizzo approached Mr. Trudeau expressing the campaign's need for more funds. Mr. Rizzo assured Mr. Trudeau that the outlook for the Tsongas campaign was still very favorable regarding fundraising and that the entire amount borrowed from Mr. Trudeau by Benco, Inc. would be paid back within 90 days. Mr. Trudeau agreed to loan the money to Benco, Inc. but inquired as to the status of the loan documents that Mr. Rizzo had promised but not yet produced. Mr. Rizzo indicated that he would draft one set of loan documents to encompass both loans. Mr. Trudeau thereafter borrowed against his 401K account and put certain stocks on margin in order to provide two additional checks to Benco, Inc. in the sums of $8,000 and $12,000. (See response no. 1).

On or about February 15, 1992, Mr. Rizzo presented Mr. Trudeau a check in the sum of $15,000 drawn off an account of Benco, Inc. Mr. Trudeau asked Mr. Rizzo if the balance of the money owed to him was part of the campaign debt. Mr. Rizzo responded affirmatively and stated that the FEC owed the campaign money in matching funds. Mr. Trudeau again requested that the loan documents that Mr. Rizzo was supposed to provide him months

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ago be provided to him promptly.

On September 8, 1992 Mr. Rizzo provided Mr. Trudeau with a promissory note for $62,500 signed by Mr. Rizzo personally.

4. Mr. Trudeau had no contact with Senator Paul Tsongas regarding the making or repayment of the loans. With respect to contact between Mr. Trudeau and representatives of Mr. Tsongas' presidential compaign see response to no. 3 above.

5. Michael Spinelli, Chelmsford, Massachusetts.

6. The only contribution that Mr. Trudeau made to the Tsongas committee was a $1,000 contribution that was made on March 7, 1991. That contribution was made by sending a personal check to the Paul Tsongas committee. (See Check No. 960 drawn on Mr. Trudeau's personal account attached hereto). The contribution was unsolicited. Mr. Trudeau made the contribution immediately upon reading in the Boston Globe that Mr. Tsongas was running for President.

7. Mr. Trudeau's understanding of the federal law regarding political contributions to presidential campaigns at the time he made the loans to Benco, Inc. was that he was entitled individually to make a contribution of $1,000. Mr. Trudeau did not understand that a loan was considered a contribution. With respect to the transactions at issue, Mr. Trudeau was advised specifically by Mr. Rizzo (Senator Tsongas' chief fundraiser) and Attorney Kanin (the highest ranking campaign official) that the loans to Benco, Inc. and the proposed transaction from Benco, Inc. to the Tsongas campaign was lawful

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and was in accordance with all FEC regulations.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 13TH DAY OF MAY, 1993.

Roger Trudeau

as to objections:

Edward C. Cooley
BBO #: 550117
COOLEY, MANION, MOORE
& JONES, P.C.
21 Custom House Street
Boston, MA 02110
(617) 737-3100

Dated: 5/13/93
F:\26000795

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ROGER G. TRUDEAU

1056

August 7 1991 53-235/113

Pay to the order of Benco Inc. $ 40,000.00

Forty Thousand and 00/100 Dollars

BayBank

BayBank Middlesex
Massachusetts

Memo

ROGER G. TRUDEAU

1057

August 7 1991 53-235/113

Pay to the order of Benco Inc $ 20,000.00

Twenty Thousand and 00/100 Dollars

BayBank

BayBank Middlesex
Massachusetts

Memo

ROGER G. TRUDEAU

1077

September 10 1991 53-235/113

Pay to the order of Benco Inc. $ 12,000.00

Twelve Thousand and 00/100 Dollars

BayBank

BayBank Middlesex
Massachusetts

Memo

ROGER G. TRUDEAU
255 NORTH RD., 126
CHELMSFORD, MA 01824

1001

SEPT. 9 1991 5-20/110

PAY TO THE ORDER OF Benco Inc. $ 8,000.00

Eight Thousand and 1/100 DOLLARS

Fidelity Investments

FOR

Benco Inc.

for deposit only

9704383940

Benco Inc.

for deposit only

ER BANK, 61 MAIN ST. A0303-91--02113-7047-7C-- 01-127
/ER, MA (508) 475-6103 (EE-050878-0) 11141155

0110-0001-5 7461
373132271 08-09-91

08 AUG-91

for deposit only

Cub

ER BANK, 61 MAIN ST. A0303-91--02113-7047-7C-- 01-127
/ER, MA (508) 475-6103 (EE-050878-0) 11141149

0110-0001-5 7461
373132270 08-09-91

08 AUG-91

for deposit only

Cub

FOR DEPOSIT ONLY
BENCO
BENCO, INC.
BENCO C. & M. INC.
#111 93854

0119 16878

011001742

011001742

REAL ESTATE NOTE 333

$ 62,500.00 8 SEPT 1992

For Value Received

promise to pay to ROGER TRUDEAU, 225 NORTH Rd., CHELMSFORD, MA. 01824 or order

SIXTY TWO THOUSAND FIVE HUNDRED Dollars

in SIX MONTHS from this date, with interest

at the rate of _____ per centum per annum, during said term, and for such further time as said principal sum, or any part thereof, shall remain unpaid.

Signed in presence of

Nicholas A Rizzi

Secured by Mortgage of Real Estate in _____ Registry of Deeds

to be recorded on

FORM 333 HOBBS & WARREN, INC., PUBLISHERS, BOSTON, MASS. 02101

9704378391 1

No. .....

Name, ...

Address, ...

Amount $.....

ENDORSEMENTS

PAYMENTS OF PRINCIPAL			PAYMENTS OF INTEREST		
DATE	AMOUNT		DATE	AMOUNT	

97043783942

960

ROGER G. TRUDEAU
265 North Rd
Chelmsford, MA 01824

March 9 1971 53-235/113

Pay to the order of Paul Tsongas Committee $ 1000.00

One Thousand and 00/100 Dollars

BayBank
BayBank Middlesex
Massachusetts

Memo Presidential Campaign

Roger G Trudeau

Tsongas committee
for
deposit only

011001742

9704337839 13

OGC 8818

LAW OFFICES
NYMAN & GAFFNEY
ATTORNEYS

PHILIP S. NYMAN
KEVIN J. GAFFNEY

LEGAL ASSOCIATES PROFESSIONAL BUILDING
375-385 GORHAM STREET
LOWELL, MASSACHUSETTS 01852

TEL. AREA CODE 508
453-1321
459-0754
FAX NO. (508) 934-0614

93 MAY 20 PM 3:03

FEDERAL ELECTION COMMISSION
RECEIVED

May 17, 1993

Scott E. Thomas, Chairman
Federal Election Commission
999 E Street, N.W.
Washington, DC 20463

Re: MUR# 3585

Dear Mr. Thomas:

Enclosed herewith pursuant to 11 C.F.R. §111.16 please find ten copies of Respondent Michael Spinelli's reply brief to the Factual and Legal Analysis forwarded to Mr. Spinelli on April 22, 1993.

Please be advised that pursuant to 11 C.F.R. §111.18 Mr. Spinelli is interested in pursuing pre-probable cause conciliation of this matter.

Thank you for your attention to this matter.

Sincerely,

NYMAN & GAFFNEY

Philip S. Nyman

PSN/mbl

Enclosure

cc: Mr. Michael Spinelli
General Counsel, Federal Election Commission - 3 copies

9704378394

printed on recycled paper

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FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
93 MAY 20 PM 3:03

Reply Brief of Michael Spinelli

Respondent: Michael Spinelli
35 Montview Road
Chelmsford, MA 01824

MUR: 3585

After having reviewed the Factual and Legal Analysis of this matter prepared and forwarded to Mr. Spinelli by the Federal Election Commission, Mr. Spinelli requests that the Commission vote that probable cause does not exist to show that Mr. Spinelli violated the Federal Election Campaign Act of 1971.

Based upon the facts of this matter, it does not appear that the Federal Election Campaign Act even applies to this case. There is no question that Nicholas A. Rizzo, a fundraising consultant to the 1992 presidential campaign of Paul E. Tsongas, requested that Mr. Spinelli loan the campaign some money. There is no question that Mr. Spinelli loaned Mr. Rizzo $20,000.00. The question, however, is whether the money loaned to Mr. Rizzo by Mr. Spinelli was used to benefit the presidential campaign of Paul Tsongas or whether it was used for the personal benefit of Mr. Rizzo, himself.

At the time Mr. Rizzo requested the loan from Mr. Spinelli, Mr. Rizzo assured Mr. Spinelli the loan was "absolutely" legal. Mr. Rizzo further assured Mr. Spinelli by <u>personally</u> guaranteeing the repayment of the loan. Based upon Mr. Rizzo's assurances, Mr. Spinelli wrote out a check for $20,000.00 to the Tsongas Campaign. The check Mr. Spinelli gave to Mr. Rizzo, however, was not deposited into a campaign account of the Tsongas Presidential Committee, rather it was deposited into Mr. Rizzo's personal account.

An examination of the two canceled checks written by Mr. Spinelli to the Tsongas Committee will show that the

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ATTORNEYS
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$20,000.00 draft was not a contribution to the Tsongas presidential campaign. On March 28, 1991, Mr. Spinelli wrote a $1,000.00 check (No. 459) payable to the "Tsongas Committee". This check was deposited to the Tsongas Campaign account as indicated on the canceled check. (See canceled check No. 459 attached hereto and incorporated herein as Exhibit A.) By contrast, the $20,000.00 check (No. 543) payable to "Tsongas Committee" dated October 16, 1991 was deposited in Mr. Rizzo's personal account and not to a Tsongas Committee account, a violation of 11 C.F.R. §103.3. (See canceled check No. 543 attached hereto and incorporated herein as Exhibit B). Finally, the loan advanced by Mr. Spinelli was paid back entirely by Mr. Rizzo's personal funds as evidenced by Mr. Rizzo's note to Mr. Spinelli and a photocopy of the BayBank receipt and bank check signed by Mr. Rizzo personally. (See note from Mr. Rizzo to Mr. Spinelli attached hereto and incorporated herein as Exhibit C).

But for the fact that the check for $20,000.00 was made out to "Tsongas Committee", there would be no question that the loan of $20,000.00 was a personal loan from Mr. Spinelli to Mr. Rizzo. Mr. Rizzo solicited the loan, deposited the funds into his personal account and repaid the funds with his own money. Ironically, Mr. Rizzo was correct when he told Mr. Spinelli that the loan he was soliciting was "absolutely" legal, loans from one individual to another are legal. Mr. Rizzo successfully mislead both Mr. Spinelli and the Tsongas campaign, for which Mr. Spinelli should not be punished.

Pursuant to 11 C.F.R. §100.7(a)(1) "A gift, subscription, loan . . . made by any person for the purpose of influencing any election for Federal office is a contribution." It is Mr. Spinelli's position that as the funds were deposited into Mr. Rizzo's personal account, and repaid by Mr. Rizzo's personal funds the funds were not used to influence an election for

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9704378396

Federal office and, therefore, is not a contribution subject to the Federal Election Campaign Act.

Even if one were to conclude the loan was used to benefit the Tsongas campaign, it does not follow as the FEC's Factual and Legal Analysis asserts that because Mr. Spinelli loaned the Tsongas Committee $20,000.00, he was responsible for all disbursements made from those funds and thus should be held liable. Mr. Spinelli was not a member of the Tsongas Election Committee nor was he at any time responsible for any disbursements made from Tsongas committee funds. Pursuant to 11 C.F.R. §103.3(b)(4), it was Mr. Rizzo's responsibility, not Mr. Spinelli's, to refund the loan made by Mr. Spinelli before any disbursements were made.

Moreover, if one were to conclude that the loan was used to benefit the Tsongas campaign, Mr. Spinelli should not be assessed a civil penalty. Federal Courts have held that when an individual loans a campaign funds in excess of the limitation set out in 2 U.S.C. §441a, that individual will not be assessed a civil penalty where the individual's motives were innocent and well intentioned. Federal Election Committee v. Ted Haley Congressional Committee, 852 F.2d 1111 (1988). Mr. Spinelli never intended to violate the Act and has already suffered greatly from this experience.

Dated: May 17, 1993

Respectfully submitted,
MICHAEL SPINELLI
By his attorney,

Philip S. Nyman
NYMAN & GAFFNEY

PSN/mbl

LAW OFFICES
NYMAN & GAFFNEY
ATTORNEYS
375 GORHAM STREET
LEGAL ASSOCIATES
PROFESSIONAL BUILDING
LOWELL, MA 01852
(508) 459-0754

9704383947

Exhibit A

35 Montview Rd, Chelmsford 01824

459

MICHAEL A. SPINELLI

3/28 19 91

53-274/113

PAY TO THE ORDER OF Tsongas for Congress Committee $1000.00

one thousand and 00/100 DOLLARS

ENTERPRISE
BANK AND TRUST COMPANY
LOWELL, MASSACHUSETTS

MEMO

⑆011001742⑆ 970437839148

PAY TO THE ORDER OF
BAYBANK MIDDLESEX
BURLINGTON, MA 01803
⑆011302257⑆
FOR DEPOSIT ONLY
CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE
⑆26259274⑆ 0 4 7

011001742

Exhibit B

MICHAEL A. SPINELLI

543

53-274/113

October 16 1991

PAY TO THE ORDER OF Tsongas Committee $ 20,000.00

The sum of 20000 and 00 cts DOLLARS

ENTERPRISE BANK AND TRUST COMPANY
LOWELL, MASSACHUSETTS

01 10-17-91 5200 175

01 10-17-91 7700 028

MEMO

Tsongas Committee

for deposit only

1041 f 670

16132134

01-148

BANK, 61 MAIN ST. OCT 14-91 (508) 475-6103

97043783949

Exhibit C

9704378395C

MIKE:
BY ALL MEANS RESPOND.
TO REFRESH YOUR MEMORY
I AM ENCL. A COPY OF
THE RE-PRINT CHECK
INDICATING I PD YOU
FROM MY PERSONAL
FUNDS.

Thanks.
Dick

12/9/91
Repay of loan
c/k #5473 2,000.00
(SAME Bank 200.00
1.56
Ck c/k 26.02
20,227.58

BayBank®

X-PRESS 24 CIRRUS

ACKNOWLEDGEMENT
TRANSACTIONS ARE SUBJECT TO PROOF AND VERIFICATION
TRANSACTIONS WILL BE COMPLETED SUBJECT TO SUFFICIENT BALANCES

TODAY'S DATE	TIME	X-PRESS 24 DEPOSITS & TRANSFERS WILL BE CREDITED ON
12/09/91	13:56	12/09/91

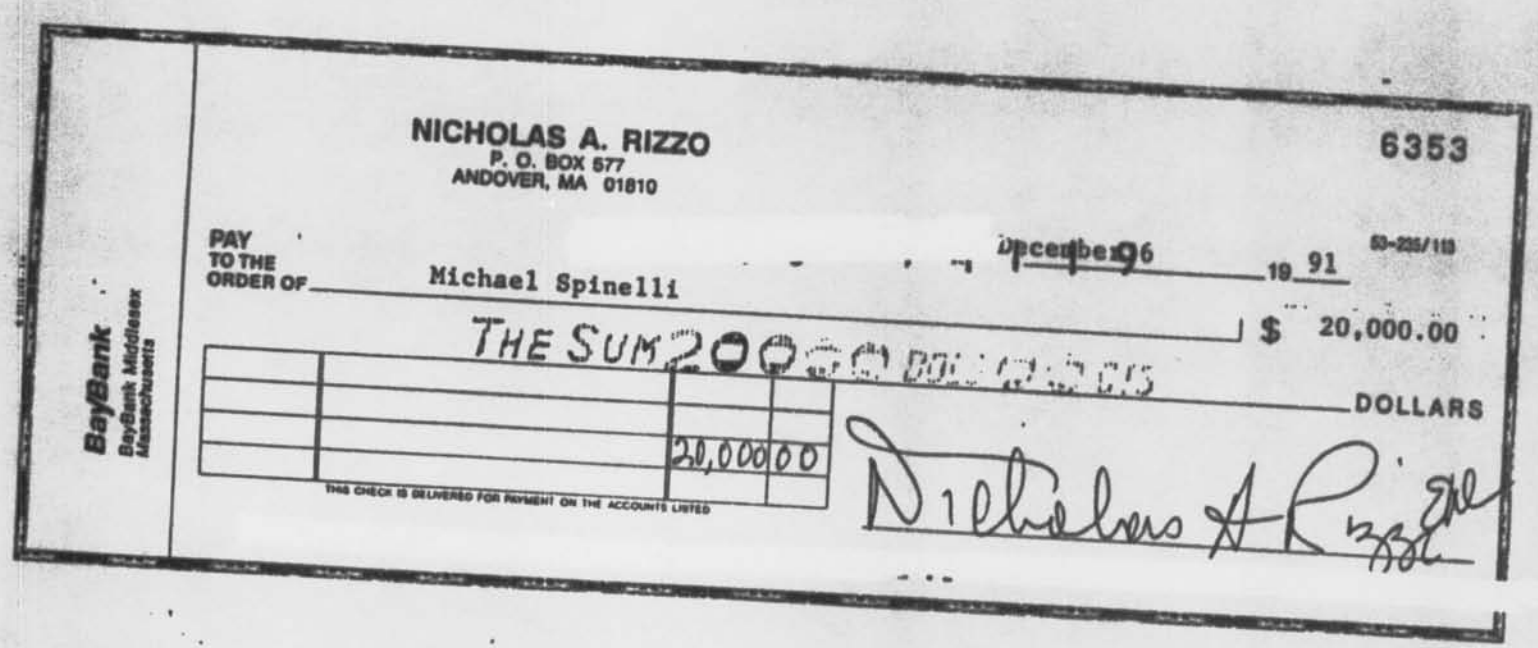
LOCATION 0930349
15 DRUM HILL RD
CHELMSFORD, MA

ACCOUNT NUMBER

DEPOSIT TO CHKG/NOW/MMA
#2712 $20,227.58

NYCE

9704378395 1



NICHOLAS A. RIZZO
P. O. BOX 577
ANDOVER, MA 01810

6353

BayBank
BayBank Middlesex
Massachusetts

PAY TO THE ORDER OF Michael Spinelli

December 6 19 91

53-225/113

$ 20,000.00

THE SUM TWENTY THOUSAND DOLLARS AND 00 CTS DOLLARS

20,000 00

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

Nicholas A Rizzo

970437/83952

OGC 8889

COVINGTON & BURLING
1201 PENNSYLVANIA AVENUE, N.W.
P.O. BOX 7566
WASHINGTON, D.C. 20044
(202) 662-6000

TELEFAX: (202) 662-6291
TELEX: 89-593 (COVLING WSH)
CABLE: COVLING

ACHESON HOUSE
46 HERTFORD STREET
LONDON W1Y7TF ENGLAND
TELEPHONE: 44-71-495-5655
TELEFAX: 44-71-495-3101

BRUSSELS CORRESPONDENT OFFICE
44 AVENUE DES ARTS
BRUSSELS 1040 BELGIUM
TELEPHONE: 32-2-512-9890
TELEFAX: 32-2-502-1598

CHARLES F.C. RUFF
DIRECT DIAL NUMBER
(202) 662-5378

May 26, 1993

Mary Tabor, Esquire
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR #3585

Dear Ms. Tabor:

This is in response to Chairman Thomas' letter of April 22, 1993, to Elkin McCallum notifying him that the Commission has found that there is reason to believe that he has violated the Federal Election Campaign Act.

Mr. McCallum wishes to pursue pre-probable cause conciliation pursuant to 11 C.F.R. § 11.18(d). I would appreciate the opportunity to meet with you at your convenience to discuss how best to resolve this matter. In the meantime, as I understand it, we will not be required to make any formal response but will have the opportunity to do so should the conciliation process fail.

Sincerely,

Charles Ruff

Charles F.C. Ruff

/owt

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PETER B. CALOYERAS
4053 Redwood Avenue
Los Angeles, CA 90066

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
93 JUN -1 AM 11:12

May 26, 1993

Federal Election Commission
Washington, D. C. 20463
Attn: Mary Tabor, Esq.

Re: MUR #3585

Additional Response of Peter B. Caloyeras

I, Peter B. Caloyeras, declare and state, supplementing my written answer in this matter dated October 23, 1992 as follows:

1. The contribution of $1,000 to the The Tsongas Committee was made by my check dated and delivered on June 28, 1991, a true copy of which is attached, and not June 28, 1992 as reported in my October 23, 1992 response. The 1992 date was a typographical error.

2. When I made the $10,000 loan by my check dated September 21, 1991 I had known Paul Tsongas and Nicholas Rizzo since 1975 and had complete confidence in both of them. When I made the $10,000 loan I believed Nick Rizzo when he said the loan would be repaid in February 1992. Also, at that time I believed that the loan was legal if repaid which I expected.

I declare under penalty of perjury under the laws of the State of California that the matters set forth in this Additional Response are true and correct of my knowledge.

Peter B. Caloyeras

PBC/pb
9D314704

9704378954

PETER B. CALOYERAS
4059 REDWOOD AVENUE
LOS ANGELES, CA 90066

THRIFTY
METRO BANK
JUL 08 91
WESTWOOD
CALIFORNIA

28 June 19 91

PAY TO THE ORDER OF The Texans Committee

One Thousand and no/100 DOLLARS $ 1000.00

LOS ANGELES REGIONAL HEAD OFFICE
Metrobank
A National Association
10800 Wilshire Blvd., Los Angeles, CA 90024

07 07-08 [illegible]

FOR Political

Peter B. Caloyeras

for deposit only

JUL 08 '91

JUL-9-91

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-25-93 TUE 11:33 MAGNETIKA INC.

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W. EDGAR JESSUP, JR.
MELVIN B. SPEARS
BERTRAM R. MASSING
MARVIN H. LEWIS
HAROLD J. DELEVIE
DAVID R. KASSOY
GARY J. FREEDMAN
LEE SILVER
JAMES A. RICE
ALLAN B. COOPER
DAVID R. EANDI
GARY G. MICHELI
GREGORY H. MACGREGOR
THOMAS A. KIRSCHBAUM
ALBERT J. TUMPSON
JOAN B. VELASQUEZ
E. A. OLLIFF III
THOMAS F. R. GARVIN
ROBERT MICHAEL WAXMAN
REEVE E. CHUDD
J. RICHARD GRIGGS
KENNETH A. LUER
RONALD H. ST. MARIE
LINDA A. KIRIOS
PHILIP STARR
BARRY MACNAUGHTON
STEVEN A. ROSEMAN
ELSA BANUELOS
JACOB G. LEE
SYLVIA G. LAUTSCH
DEBORAH A. BERTHEL
HOWARD Z. BERMAN
NATALIE C. ZIONTZ
KELLY O. SCOTT
LAYTON L. PACE
GREGORY G. GORMAN
MARK T. KAWA
GAREE T. GASPERIAN
STEVEN H. PRICE
VICTORIA WORTH
MICHAEL G. CLATEMAN
DARCY L. HONIG
BARI J. COOPER
PAUL F. LAWRENCE
LISA E. SOCRANSKY
MICHAEL A. HELLER
JULIANE E. STONE
ELLEN S. KORNBLUH
A PROFESSIONAL CORPORATION

LAW OFFICES
ERVIN, COHEN & JESSUP
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
NINTH FLOOR
9401 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90212-2974
TELEPHONE: (310) 273-6333
FAX: (310) 859-2325

JUN 1 9 34 AM '93

JOHN W. ERVIN
1917-1993
LEONARD COHEN
RETIRED

WRITER'S DIRECT DIAL:
(310) 281-6310

REF. OUR FILE NO.
0309-001

May 26, 1993

VIA FAX
202/219-3923

Federal Election Commission
Washington, D. C. 20463
Attn: Mary Tabor, Esq.

Re: Peter B. Caloyeras
MUR #3585

Dear Ms. Tabor:

We submit for filing in this matter the attached Additional Response of Peter B. Caloyeras and respectfully request the opportunity of pursuing pre-probable cause conciliation available.

Sincerely,

W. Edgar Jessup, Jr.

WEJ/pb
Enclosures
9D314704

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OGC 8947

FRIEDMAN & ATHERTON
COUNSELLORS AT LAW
EXCHANGE PLACE
53 STATE STREET
BOSTON, MA
02109

TELEPHONE
617-227-5540

TELECOPIER
617-523-1550

FEDERAL ELECTION COMMISSION
MAIL ROOM
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May 27, 1993

Lawrence Noble, Esq.
General Counsel
Office of General Counsel
Federal Election Commission
999 E Street, West
Washington, DC 20463

Re: William Berg
MUR #3585

Dear Mr. Noble:

I wrote you on May 6, 1993 concerning Mr. Berg, and at that time I enclosed Mr. Berg's Response to the Request for Production of Documents/Order to Submit Written Answers.

I write now to bring to your attention two matters that I believe may be of importance.

First, I believe that the evidence that has been obtained by the United States Attorney, and which presumably will be presented at the trial of United States v. Nicholas A. Rizzo, No. 93-10056T (D.C. Mass.), may very well establish that Mr. Berg has not committed a violation of the Federal Election Campaign Act. While Mr. Berg, in reliance on the statements of Mr. Rizzo, believed in December, 1991 that he was making a loan to The Tsongas Committee, in fact, the evidence now seems clear, the money never reached, nor was it intended to reach, The Tsongas Committee, but instead was solicited by Mr. Rizzo for the purpose of his own, private use, and was deposited in a secret bank account and used not in connection with the campaign. Thus, there appears to have been no violation of 2 U.S.C. Sec. 441(a)(1)(A), since there was, in fact, no contribution to any candidate or his authorized political committee. In reality, Mr. Berg was simply the victim, along with other persons and groups, of a scheme to defraud.

Second, even were you to consider the monies paid by Mr. Berg to Mr. Rizzo to constitute a violation of the Act, I would

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note that the fact that Mr. Berg was repaid half of $60,000 makes him responsible, at most, for an improper contribution of only $30,000. See 11 C.F.R. 100.7(a)(1)(i)(B): "A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid.... A loan, to the extent it is repaid, is no longer a contribution."

I hope that the above information will be useful to you, and I await further communication. I emphasize again, as in my earlier letter, that Mr. Berg never intended to, nor understood that he might be violating the Act, and that he has already paid a significant penalty for his actions.

Very truly yours,

David L. Kelston

DLK/kp

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DGC 8931

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

One Financial Center
Boston, Massachusetts 02111

701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
Telephone: 202/434-7300
Fax: 202/434-7400

Telephone: 617/542-6000
Fax: 617/542-2241

John K. Markey

Direct Dial Number
617/348-1686

May 28, 1993

BY FEDERAL EXPRESS

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

Re: Lawrence Ansin

Dear Mary:

Enclosed is the Response to the Commission's Finding of Reason to Believe that Lawrence Ansin Violated 2 U.S.C. § 441a(a)(1)(A), submitted pursuant to 11 CFR §111.16. Please contact me as soon as a decision is made in regard to this matter.

Thank you for the extension of time allowed to file this response and for your consideration of this matter. I hope you had an enjoyable Memorial Day weekend. I will look forward to hearing from you soon.

Very truly yours,

John K. Markey

Enclosure
cc: Mrs. Susan Ansin

288231 1JKM/mpj

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FEDERAL ELECTION COMMISSION

RESPONSE TO THE COMMISSION'S FINDING OF REASON TO BELIEVE THAT LAWRENCE ANSIN VIOLATED 2 U.S.C. § 441a(a)(1)(A)

RESPONDENT: Lawrence Ansin
61 Possum Road
Weston, MA 02193

MUR: #3585

In accordance with the provisions of 11 CFR § 111.16, respondent Lawrence Ansin (Mr. Ansin) respectfully submits this response to the finding by the Federal Election Commission (the Commission) of reason to believe that Mr. Ansin violated 2 U.S.C. § 441a(a)(1)(A). Mr. Ansin requests that the Commission, after consideration of the factual and legal issues set forth below, take no action and that the Commission proceedings be terminated.

LAWRENCE ANSIN HAS TERMINAL BRAIN CANCER AND A BRIEF REMAINING LIFE EXPECTANCY

Mr. Ansin has a terminal illness due to a massive brain tumor

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Although Mr. Ansin's medical condition is a compelling reason to forego enforcment of the Act, the Commission has virtually unfettered discretion to make a decision for any reason not to enforce Mr. Ansin's alleged violation of the Act. See, Heckler v. Chaney, 470 U.S. 821, 832-33 (1985) (administration nonenforcement decisions are 'committed to agency discretion by law,' under 5 U.S.C. § 701(a)(2)), cited in, National Wildlife Federation v. United States Environmental Protection Agency, 980 F.2d 765, 772-73 (D.C. Cir. 1992) (declining to extend the presumption of unreviewability of agency nonenforcement decisions when applied to challenges of legal standards, but acknowleging discretion regarding nonenforcement decisions in individual cases).[1/] Accordingly, Mr. Ansin implores the Commission to exercise its nonenforcement discretion in this action.

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1/ The Heckler Court noted that an agency's "nonenforcement decisions should generally not be subject to judicial review because such decisions involve the balancing of various factors, including 'whether a violation has occurred, ... whether agency resources are best spent on this violation or another, whether the agency is likely to succeed if it acts, whether the particular enforcement action requested best fits the agency's overall policies, and, indeed, whether the agency has enough resources to undertake the action at all.'" Nat'l Wildlife Federation, 980 F.2d at 773 (citing Heckler, 470 U.S. at 821).

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MR. ANSIN'S LOAN WAS MADE AT THE EXPLORATORY STAGE OF MR. TSONGAS'S CAMPAIGN AND IN RELIANCE ON MR. RIZZO'S REPRESENTATIONS THAT THE LOAN WAS NOT IN VIOLATION OF THE LAW.

At the time Mr. Ansin made the loan, Mr. Tsongas had not positively formed his intent to become a candidate for President. Mr. Ansin did not understand that the loan at the exploratory stage was prohibited. A review of the news coverage of Paul Tsongas by The Boston Globe during March and April 1991 clearly shows that as of March 10, 1991, Mr. Tsongas had not yet affirmatively decided to run for President. On March 7, 1991 Paul Tsongas gave himself a "three week decision window" in which to make this decision; on March 12, 1991, he was quoted as saying he "*may* run;" on March 19, 1991, he stated he was a "*potential* presidential candidate;" - - *and he did not formally enter the race until April 30, 1991*, over six weeks after Mr. Ansin made the loan to The Tsongas Committee. See, NEXIS printout of The Boston Globe coverage of Paul Tsongas in March and April 1991, attached hereto as Exhibit D.

Moreover, Mr. Rizzo was responsible to The Tsongas Committee for "assuring compliance with the Act." Rizzo Indictment at page 6, ¶ 5. Mr. Rizzo "assured Mr. Ansin that the loan was proper and legal." Factual and Legal Analysis of the Commission at 2. See also, Affidavit of Lawrence Ansin previously filed with the Commission. Mr. Ansin relied on Mr. Rizzo to know the law and to act in compliance with it. Mr. Ansin's reliance on Mr. Rizzo's

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representations, whether implicit or explicit, was reasonable.[2/]

ANY ALLEGED VIOLATION OF THE ACT WAS MITIGATED BY NICHOLAS A. RIZZO'S MISAPPROPRIATION OF THE FUNDS LOANED TO THE TSONGAS CAMPAIGN

On March 10, 1991, as part of a scheme to defraud, Nicholas A. Rizzo personally solicited and received a $100,000 loan from Mr. Ansin to The Tsongas Committee, Inc.[3/] Mr. Rizzo deposited the loan check in a secret bank account and spent the $100,000 on his personal expenses, unbeknownst to either Mr. Ansin or The Tsongas Committee, Inc. See Indictment, page 6, ¶ 7, United States v. Nicholas A. Rizzo, Jr., United States District Court, District of Massachusetts, Cr. No. 93-10056T, attached hereto as Exhibit E, *hereinafter* Rizzo Indictment. See also, Factual and Legal Analysis of the Commission at 2. As a result, the requisite intent to violate the Act would be mitigated by the diversion of the loan funds from their alleged intended purpose to influence the election. See, e.g., 2 U.S.C. § 437g(d). See also, Federal Election Commission, 502 F. Supp. at 201 ("the

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2/ In addition, as a matter of law, the regulations regarding "testing the waters" contributions are vague at best: ("[o]nly funds permissible under the Act may be used for such activities." 11 CFR § 100.7(b)(1)(i)). Since Mr. Ansin was not on notice of the prospective violation, he could not have formed the sufficient knowing and wilful intent to violate the Act.

3/ The Indictment erroneously dates the loan as March 11, 1991, but it was made on March 10, 1991, as evidenced by the cancelled check, a copy of which was previously filed with the Commission.

9704383916

thrust of FECA is to regulate contributions and expenditures made for the relatively narrow purpose of influencing federal elections"). Mr. Ansin's intent to assist The Tsongas Committee, Inc., by paying for the publication of the white paper was defeated by Mr. Rizzo's misappropriation of the loan proceeds.

CONCLUSION

For all of the reasons set forth above, in particular those expressed regarding Mr. Ansin's terminal illness and the impact of that on him and his family, Mr. Ansin respectfully seeks a determination by the Commission that no action will be taken on this matter and that the proceedings will be terminated.

LAWRENCE ANSIN

By his attorney,

John K. Markey
Mintz, Levin, Ferris,
Glovsky and Popeo
One Financial Center
Boston, MA 02110
(617) 348-1686

Dated: May 28, 1993

286776.1

9704378396 7

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA	)	CRIMINAL NO. 93-10056T
	)	
	)	VIOLATIONS:
	)	
	)	18 U.S.C. §§1341 and 1346 (Mail Fraud)
v.	)	18 U.S.C. §1956 (Financial Transactions With Proceeds of Illegal Activity)
	)	18 U.S.C. §1344 (Bank Fraud)
	)	18 U.S.C. §1001 (False Statements to the Federal Election Commission)
NICHOLAS A. RIZZO, JR.	)	2 U.S.C. §§441a(a)(1)(A) and 437(g)(d) (Violating Federal Campaign Donation and Loan Limits)
	)	18 U.S.C. §2 (Aiding and Abetting)
	)	18 U.S.C. §982 (Criminal Forfeiture)

INDICTMENT

THE GRAND JURY CHARGES:

GENERAL ALLEGATIONS

1. At all times material to this Indictment, Nicholas A. Rizzo, Jr. (hereinafter "defendant Rizzo") was a resident of Andover, Massachusetts. Since September 13, 1977, defendant Rizzo has owned and operated Benco Consulting and Marketing, Inc. (hereinafter "Benco"), a business consulting firm located in Andover, Massachusetts.

2. In or about March 1991, Paul Tsongas formed an organization of individuals to assist him in seeking election as President of the United States in November 1992.

3. On March 7, 1991, the Tsongas Committee, Inc. (hereinafter "the Committee") was incorporated under the laws of the Commonwealth of Massachusetts. On March 18, 1991, the Committee registered with the Federal Election Commission (hereinafter "FEC") in Washington, D.C.

970433/83968

4. The FEC is the agency of the United States responsible for enforcement of the campaign reporting requirements of the Federal Election Campaign Act (hereinafter "the Act") and for detection, investigation, and institution of enforcement action against those violating the Act.

5. During 1991 and early 1992, defendant Rizzo was the chief fundraiser for the Committee. Defendant Rizzo's responsibilities for the Committee included national fundraising, receiving and accounting for campaign contributions, assuring compliance with the Act, and acting as a liaison with the FEC. As such, defendant Rizzo had the responsibility to work honestly and without violating election laws or other laws in the course of his duties on behalf of the candidate, Paul Tsongas, and the Committee. Defendant Rizzo had an obligation to act honestly and lawfully in the course of raising and expending funds in furtherance of his role as chief fundraiser and finance manager for the Committee.

6. Defendant Rizzo had substantial experience as a fundraiser in federal elections, having acted as chief fundraiser and finance manager for Paul Tsongas's campaigns for the United States House of Representatives in 1974 and 1976 and the United States Senate in 1978, and as a fundraiser for the presidential campaigns of former President Jimmy Carter in 1980, Walter Mondale in 1984, and Congressman Richard Gephardt in 1988. Defendant Rizzo also served as Assistant Treasurer for the Democratic National Committee during the early 1980's.

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7. The Act, in particular, 2 U.S.C. §441a(a), and related federal regulations (11 CFR §100.7(a)(1)(iii) prohibit and render illegal the making of contributions or loans to any federal candidate that exceed $1,000 in connection with any election (primary or general).

8. A federal regulation under the Act (11 CFR §9033.2(b)(3)) allows presidential campaign committees to obtain campaign matching funds once the campaign has received $5,000 in contributions in each of 20 states. Once a campaign qualifies for matching funds, it is entitled to receive matching funds from the United States Treasury of up to $250 per campaign contribution. Therefore, for any contribution of $250 or less, the campaign is entitled to matching funds for the entire contribution. For contributions over $250, the campaign is entitled to matching funds of $250 per contribution.

9. The Act, in particular, 2 U.S.C. §432(c), requires a campaign committee's treasurer to keep records of all contributions and loans to the Committee. The Act, 2 U.S.C. §434a(3), also requires campaign committees to file periodic reports -- monthly during an election year in which more than $100,000 is projected, and monthly or quarterly, at the committee's option, during a non-election year -- containing a true and accurate accounting of campaign contributions and loans.

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COUNTS ONE TO EIGHT

(Mail Fraud - 18 U.S.C. §§1341 and 1346)

The Grand Jury further charges that:

1. The Grand Jury realleges and incorporates by reference the General Allegations section of this Indictment as if fully set forth in these counts of the Indictment.

THE SCHEME TO DEFRAUD

2. Beginning in or about March 1991 and continuing through in or about the date of this Indictment, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully devised, intended to devise, and executed a scheme and artifice to defraud by means of false and fraudulent pretenses, representations, and promises, well knowing at the time that the pretenses, representations, and promises were false and fraudulent when made:

a. and to obtain money and property from the Committee, numerous individuals who attempted to make campaign contributions to the Committee, and several individuals who attempted to make substantial loans to the Committee;

b. and to deprive the Committee and Paul Tsongas of defendant Rizzo's loyal, faithful, and honest services as the chief fundraiser and finance manager of the Committee.

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MEANS, METHODS, AND OBJECTIVES OF THE SCHEME

A. Theft of Campaign Contributions

3. It was part of the scheme that on March 8, 1991, defendant Rizzo, without the knowledge or authorization of other members of the Committee, opened a checking account at the Andover Bank (hereinafter "the undisclosed Andover Committee account") under the name, "The Tsongas Committee". Defendant Rizzo opened the account with his own social security number rather than the employer identification number of the Committee. Thereafter, at all times material to this Indictment, defendant Rizzo alone had signature authority on the account. On March 11, 1991, the Committee opened a checking account at Bay Bank Middlesex in Andover, Massachusetts. Defendant Rizzo did not have signature authority on this account, which was the Committee's regular operating account during 1991 and 1992.

4. It was further a part of this scheme that in 1991 and 1992, defendant Rizzo maintained and controlled a Post Office box in Andover, Massachusetts, where he received contributions to the Committee. During 1991 and January 1992, defendant Rizzo diverted approximately $181,000 in individual campaign contributions intended for the Tsongas campaign into the undisclosed Andover Committee account.

5. It was further a part of the scheme that defendant Rizzo actively concealed from the Committee the $181,000 in campaign contributions that he deposited in the undisclosed Andover Committee account. Because of defendant Rizzo's active

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concealment, the Committee failed to include the $181,000 as campaign contributions in its reports disclosing Committee contribution receipts to the FEC. Further, as a result of the non-disclosure of the $181,000 in contributions, the Committee could not and did not receive substantial matching funds for those contributions that it was legally entitled to receive, and those who contributed did not receive the benefit of having their contributions matched by federal funds.

6. It was further a part of the scheme that between March 12, 1991 and the spring of 1992, defendant Rizzo spent approximately $155,000 of the $181,000 on his own personal expenses.

B. Solicitation of Illegal Loans

7. It was further a part of the scheme that on or about March 11, 1991, defendant Rizzo solicited and received a $100,000 loan from Lawrence Ansin to the Committee. Defendant Rizzo told Lawrence Ansin that the loan was for campaign expenses, was legal, and would be repaid. Defendant Rizzo deposited the $100,000 in loan proceeds into the undisclosed Andover Committee account and spent the $100,000 on his own personal expenses. The loan has not been repaid.

8. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo solicited and received three loans from Elkin McCallum: a $100,000 loan on or about August 13, 1991; a $50,000 loan on or about October 21, 1991; and a $100,000 loan on or about February 11, 1992. In soliciting each of the loans,

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defendant Rizzo falsely represented to Elkin McCallum that the loan proceeds would go to benefit the Committee, that the loans were legal, and that the loans would be repaid in a short period of time. Defendant Rizzo deposited the two 1991 loans, totalling $150,000, in the undisclosed Andover Committee account, and deposited the $100,000 1992 loan directly into his personal account at Bay Bank Middlesex. Defendant Rizzo spent the $250,000 in loan proceeds on his own personal expenses. None of the loans have been repaid.

9. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo solicited and received six loans from Anastasios Kalogianis: a $10,000 loan on or about September 10, 1991; a $15,000 loan on or about September 25, 1991; a $24,000 loan on or about October 2, 1991; a $35,000 loan on or about December 5, 1991; a $65,000 loan on or about December 6, 1991; and a $100,000 loan on or about January 27, 1992. In soliciting each of the loans, defendant Rizzo falsely represented to Anastasios Kalogianis that the loan proceeds would go to benefit the Committee, that the loans would be quickly repaid, and that the loans were legal. Defendant Rizzo deposited the proceeds of the five 1991 loans, totalling $149,000, in the undisclosed Andover Committee account, and deposited the proceeds of the $100,000 1992 loan into his personal account at Bay Bank Middlesex. Defendant Rizzo spent the $249,000 in loan proceeds on his own personal expenses. None of the loans have been repaid.

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10. It was further a part of the scheme that on or about September 27, 1991, defendant Rizzo solicited and received a $10,000 loan from Peter Caloyeras. In soliciting the loan, defendant Rizzo falsely represented to Peter Caloyeras that the loan proceeds would go to the Committee, that the loan was legal, and that the loan would be repaid in February 1992. Defendant Rizzo deposited the proceeds of the $10,000 loan in the undisclosed Andover Committee account and spent the $10,000 in loan proceeds on his own personal expenses. The loan has not been repaid.

11. It was further a part of the scheme that during 1991, defendant Rizzo solicited and received two loans from Roger Trudeau: a $60,000 loan on or about August 8, 1991, and a $20,000 loan on or about September 10, 1991. In soliciting the loans, defendant Rizzo falsely represented to Roger Trudeau that the loan proceeds would go to the Committee, that the loans were legal, and that the loans would be repaid in a short period of time. Defendant Rizzo deposited the $80,000 in loan proceeds in a Benco account he controlled at Andover Bank. Defendant Rizzo repaid $15,000 of the loans and spent the remaining $65,000 on his own personal expenses. A balance of $65,000 remains unpaid.

12. It was further a part of the scheme that on or about October 22, 1991, defendant Rizzo solicited and received a $25,000 loan from Thomas Kelley. In soliciting the loan, defendant Rizzo falsely represented to Thomas Kelley that the proceeds of the $25,000 loan would go to benefit the Committee,

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that the loan was legal, and that the loan would be repaid in 45 to 60 days. Defendant Rizzo deposited the $25,000 in the undisclosed Andover Committee account and spent the $25,000 in loan proceeds on his own personal expenses. The loan has not been repaid.

13. It was further a part of the scheme that on or about October 16, 1991, defendant Rizzo solicited and received a $20,000 loan from Michael Spinelli. In soliciting the loan, defendant Rizzo falsely represented to Michael Spinelli that the proceeds of the loan would go to benefit the Committee and that the loan was legal. Defendant Rizzo deposited the proceeds of the loan in the undisclosed Andover Committee account and spent the $20,000 in loan proceeds on his own personal expenses. This loan was later repaid.

14. It was further a part of the scheme that on or about December 4, 1991, defendant Rizzo solicited and received a $60,000 loan from William Berg. In soliciting the loan, defendant Rizzo falsely represented to William Berg that the proceeds of the loan would go to benefit the Committee, that the loan was legal, and that the loan would be repaid quickly. Defendant Rizzo deposited the $60,000 in the undisclosed Andover Committee account. Defendant Rizzo repaid $30,000 of the loan and spent the balance on his own personal expenses. A balance of $30,000 remains unpaid.

15. In total, defendant Rizzo fraudulently obtained loans in the amount of $794,000 which he falsely represented to the

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individual lenders would be to the benefit of the Committee. Defendant Rizzo has repaid $65,000 of the loans. The total amount of the fraudulently obtained loans that remains unpaid by defendant Rizzo is $729,000.

C. False Billing, Double Billing, and Billing for Personal Expenditures

16. It was further a part of the scheme that defendant Rizzo fraudulently obtained money from the Committee during 1991 and 1992 by misrepresenting to the Committee that he had incurred campaign expenses that, in fact, he had not incurred. For example, on or about January 2, 1992, defendant Rizzo caused Carla Degnan, his daughter, who was a Benco employee and a Committee member who had signatory authority on the Committee's regular Bay Bank account, to write a check to him on that account in the amount of $42,000, when defendant Rizzo knew full well that he had not incurred expenses on behalf of the Committee to warrant such "reimbursement".

17. It was further a part of the scheme that defendant Rizzo billed the Committee for personal expenses including, among other things, expenses defendant Rizzo incurred at a women's clothing store and an adult entertainment center, which were not legally reimbursable by the campaign and did not relate to defendant Rizzo's obligation to assist the Committee.

18. It was further a part of the scheme that on numerous occasions defendant Rizzo "double billed" the Committee for campaign expenses that the Committee already had paid. For example, early in 1992 defendant Rizzo sought over $13,000 from

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the Committee in "reimbursement" for purportedly paying the Lafayette Hotel for goods and services in connection with a fundraising event at the hotel in or about March 1991, even though the bill had been paid by the Committee months earlier in 1991. In addition, on several occasions, defendant Rizzo caused the Committee to issue travel advance checks in the name of Steven Joncas with whom defendant Rizzo often travelled on campaign business. Defendant Rizzo took possession of the checks, forged Steven Joncas's name, and cashed them, keeping the proceeds for himself. Defendant Rizzo later sought reimbursement to himself in his own name from the Committee for the same travel expenses covered by the travel advance checks previously written in Steven Joncas's name and cashed by defendant Rizzo.

19. During 1991 and 1992, by double billing, submitting false bills, and billing the Committee for nonreimbursable personal expenditures, defendant Rizzo fraudulently obtained, or attempted to obtain, in excess of $77,000 from the Committee to which he was not entitled.

D. **Expenditure Of Unlawfully Obtained Money**

20. By diverting campaign contributions to the undisclosed Andover Committee account, soliciting loans through false and fraudulent representations, and submitting double, false, and otherwise improper bills, defendant Rizzo obtained $1,052,000, more or less, from the Committee, contributors to the Tsongas campaign, and the individual loaners named in paragraphs 7 to 14 of this Count, to which he was not legally entitled.

21. During 1991 and 1992, defendant Rizzo expended the money he fraudulently obtained and diverted for his own personal benefit in several ways, including the following:

a. he repaid personal loans to financial institutions and individuals, including those individuals referred to in Counts Ten to Sixteen of this Indictment;

b. he paid gambling debts to "bookies" in Massachusetts and to casinos in Las Vegas, Nevada; Atlantic City, New Jersey; Foxwood, Connecticut; and San Juan, Puerto Rico;

c. he made campaign contributions, including his own $1,000 contribution to the Tsongas Committee;

d. he made substantial cash payments to his business, Benco, greatly in excess of any legitimate reimbursements for work performed on behalf of the Tsongas Committee; and

e. he paid personal living and entertainment expenses.

B. The Concealment and Cover-Up

22. In order to promote full disclosure of campaign financing and expenditures, Congress enacted reporting requirements in the Act concerning campaign fundraising, and established legal standards for appropriate handling of funds raised in a campaign. At all times relevant to this Indictment, defendant Rizzo violated the requirements of Titles 2 and 26 of

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the United States Code concerning campaign finance that he was legally required to abide by, and that the Committee and its contributors had a right to expect defendant Rizzo to obey as the chief fundraiser and as a finance manager of the Committee.

23. As part of his effort to conceal his activity, defendant Rizzo failed or caused others to fail to forward contributions (2 U.S.C. §432(b) and 11 CFR §102.8) and to properly account for contributions to the Committee (2 U.S.C.S §432(c) and 11 CFR §102.9). Defendant Rizzo also commingled campaign and personal funds (2 U.S.C. 432(a)(3) and 11 CFR §102.15), failed to properly deposit contributions (2 U.S.C. 432(h)(1) and 11 CFR §103.3), and caused false reports to be made to the FEC (2 U.S.C. §434(b) and 11 CFR §§104.3-104.11, and 26 U.S.C. §9042(c)).

24. As part of defendant Rizzo's efforts to conceal and cover up his fraud, he created and caused to be created false documents, and made false statements, including (a) written entries in the books and records of Benco that misrepresented the source of certain funds; (b) false and misleading note documents to those making loans to the Committee; (c) false personal and corporate federal income tax returns; (d) false statements made under oath to the FEC; and (e) numerous false statements to attorneys and those associated with the Committee's own investigation in an effort to explain his actions. In addition, defendant Rizzo wrote checks and sent them to individuals from whom he had solicited illegal loans, knowing when he wrote and

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sent the checks that there were insufficient funds to cover those checks.

THE MAILINGS

25. For the purpose of executing the aforesaid scheme and artifice to defraud others of their right to honest services and for obtaining money by false and fraudulent pretenses, representations, and promises, and attempting to do so, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly, willfully, and unlawfully placed and caused to be placed in a Post Office or authorized depository for mail matter to be sent and delivered by the United States Postal Service and knowingly, willfully, and unlawfully caused to be delivered by mail according to directions thereon, the following items on the following dates:

Count	Date of Mailing	Description
1	4/20/91	Bank statement for undisclosed Andover Committee account
2	2/22/92	Bank statement for defendant Rizzo's Bay Bank Middlesex personal account
3	9/30/91	Bank statement for Benco account at Andover Bank
4	9/27/91	Loan check from Peter Caloyeras

5	2/5/92	Committee report to FEC
6	3/14/91	Campaign contribution check from Mary Wasserman
7	April 1992	Defendant Rizzo request for reimbursement to the Committee
8	3/11/91	Campaign contribution check from Patricia Campbell

All in violation of Title 18, United States Code, Sections 1341 and 1346.

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COUNT NINE

(Financial Transactions with Proceeds of Illegal Activity - 18 U.S.C. §§1956(a)(1)(A)(i) and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.

2. From in or about March 1991 until in or about April 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did conduct and cause to be conducted financial transactions involving the proceeds of mail fraud in violation of 18 U.S.C. §§1341 and 1346, that is, causing checks from various individuals and entities referred to in Counts One to Eight of this Indictment to be deposited in bank accounts controlled by defendant Rizzo and the proceeds retained by defendant Rizzo, knowing that the checks involved in such financial transactions represented the proceeds of unlawful activity and with the intent to promote the carrying on of such unlawful activity.

All in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i) and 2.

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COUNTS TEN TO SIXTEEN

(Bank Fraud - 18 U.S.C. §1344)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.

2. From in or about at least February 1988 until at least August 1991, defendant

NICHOLAS A. RIZZO, JR.

falsely represented to financial institutions that he was to receive substantial proceeds from real estate ventures, and falsely represented his income.

3. On or about each of the dates set forth below, in connection with loans made by the financial institutions named below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did knowingly execute and induce the execution of a scheme and artifice to defraud and to obtain the money listed below owned by and under the custody and control of the federally insured financial institutions listed below, by means of false and fraudulent pretenses, representations, and promises; to wit, false and fraudulent representations concerning defendant Rizzo's assets and income:

Count	Time Period Loans Made	Lender	Total Amount of Loans
10	November 1989 to July 1991	Enterprise Bank and Trust Co.	$ 50,000
11	February 1988 to March 1990	Lawrence Savings Bank	$340,000
12	May 1989 to February 1991	Andover Bank	$912,824
13	November 1988 to December 1990	Bay Bank Middlesex	$155,000
14	November 1989 to August 1991	Medford Savings Bank	$530,000
15	August 1990	New Heritage Bank	$164,000
16	April 1986 to December 1989	Fleet Bank	$719,200
		TOTAL	$2,871,024

All in violation of Title 18, United States Code, Sections 1344 and 2.

COUNTS SEVENTEEN TO THIRTY-TWO

(Violating Campaign Donation and Loan Limits - 2 U.S.C. §§441(a)(1)(A) and 437(g)(d))

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section and in Counts One to Eight of this Indictment are realleged and incorporated herein.

2. On or about the dates listed below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully caused loans to be made to the benefit of the Committee in amounts exceeding $1,000, as listed below:

Count	Agreement Date	Amount of Loan	Source of Loan
17	3/11/91	$100,000	Lawrence Ansin
18	8/8/91	$ 60,000	Roger Trudeau
19	8/13/91	$100,000	Elkin McCallum
20	9/10/91	$ 10,000	Anastasios Kalogianis
21	9/10/91	$ 20,000	Roger Trudeau
22	9/25/91	$ 15,000	Anastasios Kalogianis
23	9/27/91	$ 10,000	Peter Caloyeras
24	10/2/91	$ 24,000	Anastasios Kalogianis
25	10/16/91	$ 20,000	Michael Spinelli
26	10/21/91	$ 50,000	Elkin McCallum
27	10/22/91	$ 25,000	Thomas Kelley

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28	12/4/91	$ 60,000	William Berg
29	12/5/91	$ 35,000	Anastasios Kalogianis
30	12/6/91	$ 65,000	Anastasios Kalogianis
31	1/27/92	$100,000	Anastasios Kalogianis
32	2/11/92	$100,000	Elkin McCallum
TOTAL		**$794,000**	

All in violation of Title 2, United States Code, Sections 441(a)(1)(A) and 437(g)(d), and 11 CFR §100.7(a)(1).

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COUNTS THIRTY-THREE TO FORTY-TWO

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section and in Counts One to Eight of this Indictment are realleged and incorporated herein.

2. On or about the dates listed below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully caused the Treasurer for the Committee to make false and fictitious statements and representations to the FEC concerning matters within the jurisdiction of the FEC; to wit, filing reports that did not accurately reflect certain conduct that was reportable under Title 2, United States Code, including (a) that illegal loans were made and caused to be made to the Committee; (b) that contributions had been made to the Committee in excess of the legally allowable limit; and (c) that improper expenditures had been made with campaign funds:

Count	Date of Report	Period Covered
33	2/12/92	7/1/91 - 9/30/91
34	2/5/92	10/1/91 - 12/31/91
35	2/24/92	1/1/92 - 1/31/92
36	3/23/92	2/1/92 - 2/29/92
37	4/23/92	3/1/92 - 3/31/92
38	5/26/92	4/1/92 - 4/30/92
39	6/23/92	5/1/92 - 5/31/92

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42 9/21/92 8/1/92 - 8/31/92

All in violation of Title 18, United States Code, Sections 1001 and 2(b).

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COUNT FORTY-THREE

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.

2. Pursuant to its statutory authority, the FEC issued subpoenas to various persons and entities in connection with an audit of the Committee and required answers to certain questions pertaining to the audit during 1992.

3. On or about November 18, 1992, defendant Rizzo, through his attorney, submitted written answers to certain questions from the FEC which he signed under the pains and penalties of perjury.

4. On or about November 18, 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did willfully and knowingly make and use and cause to be made and used a false writing and document knowing it to contain a false, fictitious and fraudulent statement and entry as to material facts in a matter within the jurisdiction of the FEC, a department and agency of the United States, in that in his "Written Answers", made pursuant to the request of the FEC, defendant Rizzo was asked the questions and responded falsely, as indicated below:

QUESTION:

> "List names and addresses of persons making loans, the proceeds of which were deposited into Account Number 02-00153879-7 212; identify the date and amount of each

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loan; and explain the circumstances surrounding the solicitation of each loan.

ANSWER:

Lawrence Ansin, Weston, Massachusetts, $100,000
Elkin McCallum, Tyngsboro, Massachusetts, $250,000
Michael Spinelli, Lowell, Massachusetts, $20,000
Tom Kelley, Portsmouth, New Hampshire, $25,000
Arthur Kalogianis, Salem, New Hampshire, $249,000

I solicited the loans and issued, in some cases, promissory note(s) signed by me for repayment. The loans were to be used by me and repaid by me."

* * *

QUESTION:

"List names and addresses of persons making any other loans to you, Maria Rizzo, or The Tsongas Committee, solicited on behalf of The Tsongas Committee; identify the date and amount of each loan; explain the circumstances surrounding the solicitation of each loan; and identify how the proceeds of these loans were used.

ANSWER:

None."

4. Defendant Rizzo then and there well knew and believed that said answers were false since in truth and in fact defendant Rizzo failed to disclose in his answers to the FEC that he had (a) solicited and obtained a loan on behalf of the Committee from Peter Caloyeras in the amount of $10,000 which he deposited in Account Number 02-00153879-7 212; (b) solicited and obtained loans on behalf of the Committee from Roger Trudeau totalling $80,000 which were deposited to Account Number 22-0508780 in the name, Benco Consulting and Marketing, Inc.; and (c) solicited and obtained a loan payable to the Committee from William Berg in the

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amount of $60,000 which was deposited in Account Number 02-00153879-7 212.

All in violation of Title 18 United States Code, Sections 1001 and 2.

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COUNT FORTY-FOUR

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.

2. On or about November 18, 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did willfully and knowingly make and use and cause to be made and used a false writing and document knowing it to contain a false, fictitious, and fraudulent statement and entry as to material facts in a matter within the jurisdiction of the FEC, a department and agency of the United States, in that in his "Written Answers", made pursuant to the request of the FEC, defendant Rizzo was asked the following question and responded falsely, as indicated below:

QUESTION:

> "Describe any contact you may have had with Steve Joncas of Lowell, Massachusetts, during your work with the Tsongas Committee. Explain any financial transactions you entered with Mr. Joncas.

ANSWER:

> I had frequent contact with Steve Joncas. Mr. Joncas frequently accompanied me on a variety of volunteer assignments. Advance expense funds were issued to Mr. Joncas by The Committee with the full knowledge that I was to use the funds and I was responsible for the accounting of all expenditures of those funds."

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3. Defendant Rizzo then and there well knew and believed that said answer was false since no responsible individuals associated with or representing the Committee in any way had knowledge that defendant Rizzo was to use or obtain any funds from the Committee relating to Steven Joncas.

All in violation of Title 18, United States Code, Section 1001 and 2(b).

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COUNT FORTY-FIVE

(Criminal Forfeiture - 18 U.S.C. §982(a)(1))

The Grand Jury further charges that:

1. The charges and allegations set forth in the General Allegations section and Counts One through Nine of the Indictment are realleged and incorporated herein.

2. Approximately $1,052,000 was involved in defendant Rizzo's violation of Title 18, United States Code, Section 1956, as alleged in Count Nine.

3. Upon conviction of the violation alleged in Count Nine of this Indictment, defendant

NICHOLAS A. RIZZO, JR.

shall forfeit to the United States any and all property constituting and derived from proceeds defendant Rizzo obtained, directly or indirectly, as the result of such violations, including, but not limited to, the aforementioned $1,052,000.

4. If, as a result of any action or omission of defendant Rizzo, any of the property described in paragraph 3 above:

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, or deposited with, a third person;

(3) has been placed beyond the jurisdiction of the court;

(4) has been substantially reduced in value; or

(5) has been commingled with other property which cannot be divided without difficulty;

then it is the intent of the United States, pursuant to Title 18,

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United States Code, Section 982(1)(B), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property, that is, $1,052,000. Such other property includes, but is not limited to:

a. the land, with all buildings, appurtenances and improvements thereon, located at 30 Hemlock Road, Andover, Massachusetts, as described in a deed to Nicholas and Maria Rizzo, recorded with the Essex County Registry of Deeds at Book 1192, Page 623;

b. an office condominium located at One Elm Square, Andover, Massachusetts, as described in a deed to Maria A. Rizzo, trustee, Aede Family Trust, recorded with the Essex County Registry of Deeds, at Book 1721, Page 342.

All in violation of Title 18, United States Code, Sections 982(a)(1) and (b).

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COUNT FORTY-SIX

(Criminal Forfeiture - 18 U.S.C. §982(a)(2))

The Grand Jury further charges that:

1. The charges and allegations set forth in the General Allegations section and Counts Ten through Sixteen of this Indictment are realleged and incorporated herein.

2. From his engagement in the unlawful activities alleged in Counts Ten through Sixteen, in violation of 18 U.S.C. §1344, defendant

NICHOLAS A. RIZZO, JR.

obtained and derived, directly and indirectly, approximately $2,871,024 in proceeds.

3. Upon conviction of the violations alleged in Counts Ten through Sixteen of this Indictment, defendant Rizzo shall forfeit to the United States any and all property constituting and derived from proceeds defendant Rizzo obtained, directly or indirectly, as the result of such violations, including, but not limited to, the aforementioned $2,871,024.

4. If, as a result of any action or omission of defendant Rizzo, any of the property described in paragraph 3 above:

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, or deposited with, a third person;

(3) has been placed beyond the jurisdiction of the court;

(4) has been substantially reduced in value; or

(5) has been commingled with other property which cannot be divided without difficulty;

then it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(1)(B), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property, that is, $2,871,024. Such other property includes, but is not limited to:

a. the land, with all buildings, appurtenances and improvements thereon, located at 30 Hemlock Road, Andover, Massachusetts, as described in a deed to Nicholas and Maria Rizzo, recorded with the Essex County Registry of Deeds at Book 1192, Page 623;

b. an office condominium located at One Elm Square, Andover, Massachusetts, as described in a deed to Maria A. Rizzo, trustee, Aede Family Trust, recorded with the Essex County Registry of Deeds, at Book 1721, Page 342.

All in violation of Title 18, United States Code, Sections 982(a)(2) and (b).

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A TRUE BILL

FOREPERSON OF THE GRAND JURY

ASSISTANT U.S. ATTORNEY

DISTRICT OF MASSACHUSETTS: February 19, 1993

@2:55pm

Returned into the District Court by Grand Jurors and filed.

DEPUTY CLERK

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According to one source in higher education, Tsongas and others are hoping to use municipal referendums to give Weld "a graceful way to say he can make an exception."

Tsongas, who said polls show overwhelming public support for earmarking an increase in the sales tax for education, said a key to the success of the plan lies in getting support from the state's business community.

"In the last analysis, it will be the business community which will make this happen or kill it," he said.

Tsongas, who has remained relatively quiet about Weld's budget-cutting plans, had been planning to use the education hearing to launch a blistering attack on the governor for his proposed cuts, which include $ 105 million from higher education.

But sources said the former US senator chose instead to meet with Weld on Tuesday and ask him to consider supporting the idea.

Democrats, who are trying to find a toehold to challenge what some feel is Weld's political momentum on Beacon Hill, are looking to the administration's cuts in education funds to rally public support for their causes.

"This is where the Democrats are going to draw the line," said one prominent Democrat. " Tsongas' plan is one way to defuse the issue."

Tsongas and other advocates of public higher education had tried to rally support to place a referendum issue on the 1990 state ballot that would have raised the sales tax to 6 percent with the additional revenue earmarked for education.

That effort failed to gain the necessary signatures to get on the ballot, in part because the state's public teacher unions would not help because the referendum question also called for teacher competency testing.

LEVEL 1 - 68 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 7, 1991, Thursday, City Edition

SECTION: METRO/REGION; Pg. 1

LENGTH: 1456 words

HEADLINE: Tsongas readies a run for president

BYLINE: By David Nyhan, Globe Staff

KEYWORD: INTERVIEW- TSONGAS BIOGRAPHY- TSONGAS CAMPAIGN US GOVERNMENT

BODY:

Former US Sen. Paul Tsongas of Massachusetts said yesterday that he is preparing to run for president in 1992.

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The Boston Globe, March 7, 1991

Tsongas said that he plans to announce his candidacy for the Democratic presidential nomination in "early to mid-April."

"I have pretty much made up my mind to do this," Tsongas said during an interview with the Globe yesterday. "I have a three-week decision window, and, presuming I feel the same way then" as he feels now, he will run.

He plans to enter Democratic contests for convention delegates in four key states, New Hampshire, Iowa, Florida and California, running on a platform of ideas designed to challenge some prevailing notions among the Democrats' most powerful factions.

Tsongas said he will run as a probusiness liberal. "The only way you effect change is to be a player," he said.

The recently concluded Gulf War and President Bush's burgeoning popularity have immobilized the Democratic field. Into this vacuum steps Tsongas, who was a long shot in each of the political races he entered - for county commissioner, for the US House and the Senate - and won. He defeated US Sen. Edward W. Brooke in 1978.

Tsongas, 50, who lives in Lowell, did not seek reelection to that seat, which he held from 1979 to 1984, because he was diagnosed with lymphoma, a form of cancer. He received a bone marrow transplant and underwent radiation treatment and chemotherapy in 1986.

He said yesterday he is completely recovered from cancer, that his candidacy has the full support of his family and medical advisers, and that his overall physical condition is excellent. He said he underwent a thorough series of medical tests in January and "my doctor gave me the go-ahead to do whatever I want."

Tsongas said that while there is no guarantee the cancer will not recur, he undertakes the campaign with full confidence his physical condition will prove no impediment.

Acknowledging that Bush at the moment is wildly popular, thanks to the successful prosecution of the Gulf war, Tsongas said he is running because of what he contends are the "avoidance politics" of the Bush administration and its failure to address the decline of this country's economic health.

Had he been voting in the Senate when the president sought war powers against Iraq, Tsongas said, he would have opposed the White House request.

Though he fashioned one of the most liberal voting records in the Senate, Tsongas now parts company with some liberals in key areas. Tsongas favors some tax incentives for corporations and utilities to make them more competitive.

The main thrust of a Tsongas candidacy would be America's declining economic strength. In his new book, tentatively titled "Return To Purpose: Forging a New American Mandate," Tsongas addresses the hemorrhaging of American manufacturing jobs.

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"It is not just another issue," he said. "It is the issue. This problem is our collective kryptonite. An ever-less-competitive manufacturing base inevitably means cataclysmic erosion of our standard of living."

Democrats fall down, he said, because they are content to dwell on their "essential mission . . . social and economic justice." What that fails to take into account, he argues, is "one glaring truth. You cannot redistribute wealth that is never created." This means Democrats "giving up comfortable political nuclear weapons - such as the marvelous boost gained from routinely attacking corporate America and big business."

His conclusion: "Wake up, Democrats. Without viable manufacturing, service, and banking sectors - there is no country . . . Marriage, not liaison, with corporate America is essential. Corporate America must survive, indeed thrive, if our Democratic social agenda is to have any hope of implementation."

A firm advocate of access to abortion and gay rights, Tsongas also supports the death penalty for large-scale drug dealers, and favors a broad expansion of nuclear energy plants to conserve fossil fuels.

Tsongas said he is confident he can raise enough money and enlist enough help to mount a respectable challenge for the nomination, which was won in 1988 by another Massachusetts politician, former Gov. Dukakis.

For voters unfamiliar with the lineage of Bay State Democrats, Tsongas will have to explain that he is the other Greek from Massachusetts.

Tsongas declined numerous entreaties to run for governor last year. He is a lawyer, "of counsel," to the large Boston law firm of Foley, Hoag & Eliot. Since leaving the Senate and overcoming his cancer, he has been active in environmental causes. He successfully led a Cape Cod referendum vote installing controls on unrestricted development. He leads an environmental group called 1000 Friends of Massachusetts.

He has been most visible to the public in his role as chairman of the Board of Regents, waging a fight on behalf of the state higher education system, whose budgets have been trimmed drastically in recent years.

Tsongas said he held many discussions with his family about running for president. His wife, Niki, and his daughters, Ashley, Katina and Molly, are for it - although, he added with mock rue, "I called my wife to tell her it would be in the paper, and she had a heart attack."

His final decision to run will be made within three weeks, he said, to allow him a chance to assess the impact of the news that he is weighing a serious run.

The 1992 Democratic presidential campaign will be waged in a fashion far different from previous efforts. Bush's popularity and the just-ended war have frozen the normal cycle of the Out party. After losing every White House race but one since 1964, the Democrats are trying to figure out how to win the big prize.

The decision to marshal his views in a book - his third - instead of testing the waters with periodic forays to Des Moines, Beverly Hills or Atlanta is characteristic of the intellectual approach that Tsongas, son of a Lowell

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dry cleaner, takes to politics.

As a senator he was involved with the Chrysler bailout, Alaska preservation and other matters that bore on corporate policies. He has since served on the boards of several corporations, including Boston Edison, where he honed an interest in energy policy for New England and the United States.

Where Dukakis was a determined foe of the Seabrook nuclear facility, Tsongas' general approval of nuclear power will probably cut differently in the New Hampshire primary. The fact that Tsongas is well-known to large numbers of New Hampshire residents, many of whom moved over the border from his old congressional district, is considered an advantage.

Tsongas carved a career in Massachusetts on the personal loyalty of his organization and the ability to convince voters that his low-key approach to controversy was best in the long run.

His book is sharply critical of the GOP. He scores what he calls 1988's "'Pledge of Allegiance/Willie Horton/Read My Lips" campaign of George Bush." He said Bush employed the now-factured "no new taxes" ploy as "a cynical ruse, and "The rest was all hot-button politics. It was philosophy by polling data."

But Tsongas' book also flays the Democratic party for failing to address the changed economic situation in which Japan and the reunited Germany take markets and jobs from Americans by targeting industries and forging government industrial policies that leave the United States at considerable competitive disadvantage.

The basic problem of the Democrats, Tsongas contends, is that the party has become indifferent to the concerns of business and to the overriding need to expand the economic pie by "the creation of national wealth."

Tsongas said yesterday his campaign for the nomination will emphasize the key early states of Iowa, with its caucuses 10 months away, and New Hampshire.

Tsongas maintained that his record as an environmentalist - "nobody in the field will have a better environmental record than I do" - will help him in Florida and in California, whose trove of delegates constitutes about one-sixth of the total needed to win the nomination.

So far only one Democrat, former Sen. George McGovern, the party's 1972 nominee, has indicated he may run. Possible contenders for the nomination include Sens. Bob Kerrey of Nebraska, Lloyd Bentsen of Texas, Sam Nunn of Georgia and Albert Gore of Tennessee.

US Rep. Richard Gephardt (D-Mo.), the House majority leader, is another possible contender, along with Virginia Gov. Doug Wilder and the Rev. Jesse Jackson.

Aware of his need to broaden his exposure in Iowa, whose quadrennial candidate caucus election is the first major event of every presidential year, Tsongas intends to spend two weeks with his family in the farm state this summer.

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Tsongas said he was trying to figure out a way for a tax proposal to have certifiable support of the people of the state so that Weld can "take a position that he is responding to the popular will."

LEVEL 1 - 65 OF 79 STORIES

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The Boston Globe

March 8, 1991, Friday, City Edition

SECTION: NATIONAL/FOREIGN; Pg. 1

LENGTH: 790 words

HEADLINE: Reaction: shock, scorn, then intrigue;
Nancy Walser of States News Service contributed to this report.

BYLINE: By John Aloysius Farrell, Globe Staff

DATELINE: WASHINGTON

KEYWORD: NAME- TSONGAS US POLITIC CAMPAIGN REACTION

BODY:

The professionals of American politics moved through stages of shock and scorn yesterday upon hearing that former Sen. Paul Tsongas is considering a campaign for the presidency.

At first they were flabbergasted by the announcement, then baffled as to why Tsongas would consider a candidacy when he has been absent from politics for years and has no campaign treasury, organization or national recognition.

Yet by the end of the day, at least some Democratic professionals seemed politely intrigued by the notion.

"I was surprised. There was not a word that I had picked up about it, and I work at listening," said a former Democratic National Committee chairman, John White. "Paul is obviously not a national figure that the party would identify with quickly. It takes a little getting used to.

"But then, all our guys will take some getting used to," said White. "Even those who have run before, the Gores and Gephardts, are not household names. . . . If he runs an aggressive campaign, Paul could be taken seriously."

Memories of his work in the Senate, respect for his battle against cancer and his devotion to his family and admiration for his ability as a political theorist kept most Democrats well short of ridiculing Tsongas and his hopes.

"Paul represents an interesting voice for the Democrats; I don't discount at all his candidacy," said the party treasurer, Robert Farmer. "People would be making a mistake if they sold his candidacy short."

Republicans were not so kind. "This is not a joke, right?" asked Larry Neal, an aide to Sen. Phil Gramm, a Republican from Texas. "We're talking Tsongas

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The Boston Globe, March 8, 1991

vs. McGovern? That about says it all, doesn't it?"

Former Sen. George McGovern of South Dakota, who lost in a landslide to Richard M. Nixon in 1972, is the other Democrat who has said he is leaning toward running.

Gramm himself said the policy differences between the two liberals represent "grades of distinction my magnifying glass has trouble detecting" and spell electoral catastrophe for the Democrats.

"While the Democrats hate to admit it, the views of their two announced candidates are not representative of the American people or of people who think of themselves as Democrats . . . but they are representative of the party activists," Gramm said. "I don't know if either of these candidates will be nominated but I expect someone who shares their views will be."

Democratic Party leaders were polite. The Senate majority leader, George Mitchell of Maine, said, "I think he would be a welcome candidate in terms of his record, his concerns and his experience."

The Democratic National Committee chairman, Ronald H. Brown, said "I've known Sen. Tsongas for a long time. He certainly made a valuable contribution when he was in the Senate and I'm sure he would raise issues and speak effectively to them if he decided to run for president."

Brown said he had "no inkling" that Tsongas had been considering the race, but he did predict that the former senator would now get "a good deal of reaction" to his trial balloon from party professionals.

Some of that reaction will be negative. "More Greeks from Boston. What the hell you got in the water up there? Or is it the souvlaki?" asked the Maryland state party chairman, Nathan Landow, a top Democratic fund-raiser who backed Sen. Albert Gore Jr. of Tennessee in the 1988 primary campaign. Landow was referring to the 1988 effort by former Gov. Dukakis, who is of Greek descent.

"I think at some point the Democrats have to get serious about who they are mentioning as candidates," Landow said. "These kinds of candidacies, in my opinion, don't do anything to raise the interest of Democrats or result in a candidate we need to win.

"I think we need a mainstream Democrat, and of course it always helps when you've been around the track once and have the ability to raise money," Landow said.

"One of the problems with having no defined candidates out there is you get a lot of people ready to jump in," said Bill Carrick, who ran the 1988 Democratic primary campaign of Rep. Richard A. Gephardt of Missouri and who now advises 1990 California gubernatorial candidate Dianne Feinstein. "But Paul Tsongas is not just another Massachusetts liberal; I'm sure he will have some strong things to say."

Tsongas has apparently not done much work in the states that will hold early presidential contests next year.

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Iowa party chairman John Roehrick said, "I frankly don't know how he would play out here."

And in New Hampshire, a party activist, Steve McAuliffe, said: "He was a great senator, but given the fact that he's from Massachusetts he'll be running uphill. The last candidate from Massachusetts didn't fare very well."

LEVEL 1 - 66 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 8, 1991, Friday, City Edition

SECTION: METRO/REGION; Pg. 1

LENGTH: 1269 words

HEADLINE: Pre-candidate Tsongas touts business stance

BYLINE: By Scot Lehigh and Peter J. Howe, Globe Staff

KEYWORD: NAME- TSONGAS US POLITIC CAMPAIGN

BODY:

Former US Sen. Paul Tsongas spent his first day as a prospective presidential candidate arguing that Democrats must abandon old dogmas and present a believable probusiness alternative to Republican policies, which he charged have pushed America to second-class economic status.

Meanwhile, state political experts said Tsongas, though a long shot, should be taken seriously in a Democratic field so far composed of still longer shots.

"I have been convinced for a long time that this administration . . . is so purest laissez faire in its philosophy and its ideology that this country will never compete with Japan and Germany and we will eventually become a colony of our trading partners as we sell more and more of our country off because of the debt which we have accumulated," Tsongas said at an afternoon press conference at his Boston law office.

But the former senator said the Democratic Party can only win if it radically revamps its thinking to adopt a probusiness approach.

"The reason we have lost so many presidential campaigns is because people do not think we can run the economy," he said. "What the Democrats have to do is convince the country that we know and care about economic growth, that we are probusiness, that the creation of national wealth is at the top of our priorities."

Releasing an 82-page paper on restoring America's preeminence in the world, Tsongas said his mission is to move the Democratic Party "into a position where the moderates in this country who care about standard of living and competitiveness . . . will look to us as more viable than the Republicans."

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The Boston Globe, March 8, 1991

Tsongas, who described his prospective candidacy as a "heavy" trial balloon, said he will make up his mind on running within the next three weeks based on the reaction he gets to his ideas.

"If they resonate, I'm going to run," Tsongas said, noting that "The Road From Here," his 1980 book rethinking liberalism, proved his beliefs were long held and not mere political expediency.

Yesterday, Tsongas' rhetoric was that of a candidate, as he ridiculed President Bush's assertion that the United States' economy is the world's strongest. "By what possible measure?," he said. "Trade deficit? We have a $ 100 billion trade deficit, they Japan and Germany have $ 50 billion trade surpluses. And we are stronger than they are? We have a $ 300 billion national deficit, and we are stronger than they are?"

Tsongas, who left the Senate in 1984 to wage a battle with cancer, said he faces three principal obstacles as a candidate: Bush's enormous popularity in the aftermath of the victory in the Persian Gulf, lingering doubts about his own health, and the taint of running as another Greek Democrat from Massachusetts after Gov. Dukakis' 1988 campaign disappointed so many Democrats.

He said Bush's popularity has created both the circumstances that allow for rethinking of Democratic priorities and the vacuum that allows a longer shot like him to run. He said he had undergone a comprehensive battery of tests in January of this year, and that his doctor had given him a clean bill of health - and the OK for a presidential run.

But the inevitable association with Dukakis is a matter not so easily finessed, he conceded. At a State House appearance earlier, Tsongas quipped, "I looked into how you become a Norwegian, but apparently it's too late."

Reached yesterday in Honolulu where he is teaching at the University of Hawaii, Dukakis said he had heard of Tsongas' plans but would offer "no political commentary."

A Tsongas candidacy would face a number of hurdles in addition to the ethnic and political heritage he shares with Dukakis.

"I don't see a whole lot of charisma in Paul Tsongas, " notes New Hampshire Democratic political consultant Mark Garvin. "He is a dry technocrat."

Out of office for more than six years, Tsongas also lacks a well-oiled political organization and a ready fund-raising base.

If he does run, Tsongas said, longtime aide Dennis Kanin, who managed most of Tsongas' earlier runs, would be his campaign manager. Other sources said fund-raiser Nick Rizzo, the veteran of a number of national and statewide campaigns, would probably play a role, as would former aide Dennis Newman.

Tsongas professed to be unconcerned about being labeled a longshot, saying he had been one in virtually every race he has run. He joked that one of his daughters had told him, "Don't worry, daddy, you're not going to win."

Other political observers were more charitable yesterday, with most saying Tsongas had to be considered a plausible contender for the Democratic

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The Boston Globe, March 8, 1991

nomination.

"There are pluses and minuses, but I think it has to be taken very seriously," said John Sasso, who mapped Dukakis' route to the Democratic nomination back when few others believed he was viable outside the state.

Pollster Tom Kiley, who has worked for a number of presidential candidates, agreed that Tsongas' intentions should not be dismissed as Quixotic, citing the dearth of big-name Democratic candidates. So far, only George McGovern has said he plans to run. "It is a long shot, but it might be a long shot in the land of long shots," Kiley said. "When you look at it that way, Paul Tsongas certainly brings more credibility, and more plausibility to this than a lot of other folks do."

Republicans were less inclined to take Tsongas seriously. "The administration has a pretty good track record with liberal Greeks from Massachusetts," said John Moffitt, chief secretary and former campaign manager for Weld. "So I don't think they are shaking in their boots down in Washington."

A Tsongas candidacy could affect the presidential ruminations of another Massachusetts Democrat, Boston University president John R. Silber.

Silber, who came within 30,000 votes of winning last November's gubernatorial race, is holding two fund-raisers on Thursday to retire a $ 100,000 campaign debt and possibly raise additional money "to keep his options open and to allow him to continue to speak out on issues about which he's concerned," said Miles Burke, finance committee chairman of Citizens for Silber.

To some extent, the amount of money raised at the fund-raisers, a $ 1,000-per-person event at the Westin Hotel and a $ 100-a-person event at Anthony's Pier 4, will influence Silber's future planning, said another Silber ally. Silber has floated the possibility he will run for governor again in 1994.

An adviser to Silber said he did not believe that Silber had any plans to immediately pursue the Democratic presidential nomination by making exploratory trips to Iowa or New Hampshire.

On issues, Silber and Tsongas are in some ways close. Both are probusiness social activists, idea-oriented and inclined to challenge prevailing Democratic Party orthodoxies. Tsongas was an active supporter of Silber's gubernatorial camapign.

"They both share a vision of the wrongs of America and both have forwarded ideas of how to fix them," said a Silber ally. "They're closer to each other than either is to Dukakis."

However, the sharp differences in personality between Silber, 64, a brash and outspoken Texas transplant, and Tsongas, a low-key Lowell native, would make it easier for them to share space on the national politicial stage, said Republican political consultant Todd Domke. Silber's Texas upbringing, in particular, "would help him show he's not a closet liberal or another Massachusetts academic."

Yesterday Tsongas seemed unconcerned about the possibility of a Silber candidacy. "I think I have my own constituency," he said. "I've run before and

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Dartmouth College breast-stroker might snare himself a trophy. Which could be exhibit A in the People magazine version of: How I licked cancer and decided to run for president. As a pro-business liberal.

On tax breaks for business, he sounds very Republican-like. Wants to rearm US corporations in their war against Japan, Germany and every foreign economy swiping our lunch wholesale.

The hemorrhaging of American manufacturing jobs is the single worst sin he lays to George Bush. That and the deficit. He knows the war is popular. He'd have voted against it. His response to the GOP's yellow-ribbon mania is: Hey, the war's over, and Japan won.

The recession is getting deeper. General Motors will produce fewer cars this quarter than in any year since 1955. New Hampshire's economy is prostrate. Do they have yellow ribbons for people who can't make their mortgage payments?

The nation may not be ready for a Greek who swims instead of power-walks. But check this out: As of today, he's the front-runner in New Hampshire. That's a start.

GRAPHIC: PHOTO, GLOBE STAFF FILE PHOTO/SUZANNE KREITER / Paul Tsongas (foreground) with Michael Dukakis: Democrats with different ideas.

LEVEL 1 - 62 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 10, 1991, Sunday, City Edition

SECTION: METRO/REGION; Pg. 1

LENGTH: 1737 words

HEADLINE: Economy may hurt Bush in N.H.

BYLINE: By Michael Kranish, Globe Staff

DATELINE: CONCORD, N.H.

KEYWORD: NEW HAMPSHIRE GEORGE BUSH ECONOMY POLITIC

BODY:

Perhaps nowhere is the postwar euphoria about President Bush higher than in New Hampshire. Nonetheless, if you ask Republican state chairwoman Rhona Charbonneau whether the state's economy is better off now than when Bush took office, she replies with a simple "no."

Her answer acknowledges just how much the economy has slumped since Bush became president. Indeed, the unemployment rate in New Hampshire was a lowest-in-the-nation 2.2 percent when Bush took office, and has since soared to 7.3 percent, higher than the national average.

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Charbonneau said part of the blame for the economy lies with the Democratic Congress, and she said that now that the war is over, "I think that Bush really is going to work very hard to turn the economy around."

Postwar enthusiasm still makes Bush "unbeatable," Charbonneau predicted, and with the president's approval rating at 90 percent, many analysts agree with her.

But Democrats see a political silver lining in New Hampshire's economic tailspin, as attention here turns to the presidential primary that will be held in a year. The Democratic field, which so far consists of trial balloons from former Sens. Paul Tsongas of Massachusetts and George McGovern of South Dakota, is expected to take shape over the next 30 to 60 days. At least two other Democrats, Sens. Albert Gore Jr. of Tennessee and Lloyd Bentsen of Texas, are seriously considering a run, along with Gov. L. Douglas Wilder of Virginia. But several others, including Sen. Sam Nunn of Georgia, have said they do not intend to run.

Democrats dismiss Bush's phenomenal approval rating by noting a little bit of party history. President Harry Truman's postwar poll high, in July 1945, was 87 percent. One year later, it was half that. Truman's popularity later climbed and he was reelected in 1948.

For now, in this traditionally Republican state, Bush's popularity may be even stronger than the 90 percent nationwide approval rating. The state is awash in yellow ribbons and flags, and a Tamworth resident even built a full-scale ice sculpture of an American tank in his front yard.

But the "Live Free or Die" state is also a microcosm of the worst effects of the recession. The national jobless rate swelled to 6.5 percent in February, as more people lost jobs than during any month since the 1981-82 recession.

Charbonneau acknowledged the widespread disappointment with the economy and especially with Bush's broken promise of "no new taxes." That mirrors the national mood, with polls showing that a slim majority of Americans disapprove of Bush's handling of the economy.

Therein lies the Democratic hope that Bush may be vulnerable by the time of the New Hampshire primary.

"The question for 1992 is where the country will be headed economically," said New Hampshire Democratic state chairman Chris Spirou. "New Hampshire has lost 45,000 jobs since Bush took office. We can rejoice that everyone in Kuwait will have a job, but what about the 8.5 million Americans who are unemployed?"

It is an irony of the times that while New Hampshirites are hailing America's military victory in the gulf, many are fretting over a virtual military meltdown that has occurred here since Bush took office: the closure of Pease Air Force Base and departure of its 6,500 personnel and family members; the layoff of 700 workers and the potential layoff of another 1,800 at the Portsmouth Naval Shipyard; and the layoff of 1,200 out of 6,200 workers at the state's second-largest employer, Sanders of Nashua, which produced many antiradar devices that played a major role in the US victory over Iraq.

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The Boston Globe, March 10, 1991

Meanwhile, several of the state's top banks are in serious trouble and much of the housing and retail industries are in a free-fall.

As a result, Democrats say New Hampshire is fertile ground for a campaign against Bush. But, just as Charbonneau acknowledges the economic problems here, many Democrats admit that Bush's postwar popularity is so high that it has overshadowed doubts about his handling of the economy.

Indeed, Democrats wound up inviting journalist Hodding Carter to their annual dinner last month because all of the prospective presidential candidates refused to show up. Some Democrats here are concerned that the possible candidacies of McGovern and Tsongas are mostly a sign of the desperate state of the party. Spirou, however, welcomed both men.

Democrats say the idea that Bush is invincible could be proven wrong quickly, and said a lesser-known politician such as Tsongas could become popular in short order. After all, on this day four years ago, few Americans outside New England had heard of former Massachusetts Gov. Michael S. Dukakis, who became the 1988 Democratic candidate.

At one point in the campaign, pundits wrongly predicted that Dukakis was the 17-points-up shoo-in to be president.

"Obviously, the president is helped politically by the result of the war," said Senate Democratic leader George Mitchell of Maine, who said he is not running for president. "Since the dawn of civilization, successful wars produce successful politics for people in power. Does it ensure his reelection? Of course not. Other issues will intervene."

Democratic National Committee treasurer Robert Farmer, who led Dukakis' fund-raising drive, said of Bush's supposed invincibility: Remember Winston Churchill. The British prime minister, after leading the allies to victory in World War II, lost his bid for reelection in 1946, largely because of economic problems at home. And Truman, although reelected in 1948, eventually lost his mandate and dropped out of the 1952 race.

"A lot of people will be asking in 1992, 'Am I better off today than four years ago?' " Farmer said, paraphrasing the question that Ronald Reagan used with great success against President Carter in 1980.

But even if Americans continue to take a dim view of Bush's handling of the economy, several potential Democratic candidates could face problems because they opposed the use-of-force resolution that in January preceded the Gulf War.

Considering how the image of a helmeted Dukakis riding in a tank was subject to ridicule in 1988, it is not difficult to imagine that a future Democratic candidate will be at high risk if he cannot present a convincing case that he could lead the nation in a war.

Nunn voted against the use-of-force resolution and said at one point, "I think getting bogged down in a ground war there is the last thing we want and plays right into Sadddam Hussein's hands." As a result, Nunn now faces the wimp factor that Bush once battled.

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Democratic Sen. Bob Kerrey of Nebraska eloquently opposed the war, but his stirring words are seen as less effective against the reality of quick victory with low casualties. Gov. Mario Cuomo of New York won reelection with a smaller-than-expected margin and many people are finally believing him when he says he does not want to be president. Sen. Bill Bradley of New Jersey barely won reelection and is off most of the short lists.

House Democratic leader Richard Gephardt of Missouri, who unsuccessfully ran for the Democratic nomination in 1988, promised when he got his leadership post that he would not run for president in 1992. Party leaders do not hold Gephardt to his word, and he recently spurred speculation that he might run for president when he hired a key aide from his 1988 presidential bid to coordinate fund raising.

Gephardt has continued to say he will not run for president, and might have a hard time defending his opposition to the use-of-force resolution and his statement that he might support cutting off funding for the troops if Bush went to war without congressional approval.

Rev. Jesse L. Jackson did not mention himself when he was recently asked about the 1992 election, but many assume he will run.

Gore, who ran unsuccessfully for the Democratic nomination in 1988, is the only one of the visible 1992 potential candidates who supported the use-of-force resolution.

Perhaps more than any nationally known Democrat, Gore has been out-front in recent weeks in criticizing Bush's domestic policies and accusing the president of trying to turn the war victory into a partisan issue.

In an interview on Friday, Gore said he is seriously considering running for the presidency, but he added, "I haven't put any deadline or timetable on it."

Gore said Bush "has shown dynamic leadership in the area of foreign policy, but he has not developed an economic policy and his energy policy would be laughable if it wasn't so serious. He has no program for meeting the needs of the American people here at home."

Some Democrats believe that Wilder could become an overnight sensation with his theme of conservative compassion and what he calls the "New Mainstream" agenda. He maintains that government should seek creative solutions to domestic problems without new taxes. Wilder has some credibility on the issue because he is one of the few governors to get a budget passed without new taxes.

The 70-year-old Bentsen is viewed variously as an ideal standard-bearer for the party, or the sacrificial lamb who has nothing to lose by running. Bentsen will not say if he will run, but in a recent speech he sounded as though he might and a source close to him said he is seriously considering it.

"We will liberate Kuwait," Bentsen said two days before the war was over. "But here at home, in our own backyard, there is no defense, and little apparent concern for the millions of our own people who fall prey every day to recession, despair, ignorance and disease."

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At a recent Democratic Leadership Council meeting, Bentsen and Nunn were asked if Bush's war victory would make him unbeatable. "So be it," responded Nunn, who felt compelled to add: "I'm not running."

But Bentsen, who voted against the resolution allowing force in the gulf, was combative when asked if Bush is unbeatable as a result of the war. "A day is a lifetime for a politician," the Texan said. "Things can change."

While the Democrats scramble for a candidate, the Republican field seems limited to Bush.

Despite the economy, Republicans said they are confident that Bush's popularity will rule the day, while Democrats who opposed Bush's request to use force in the gulf may perish.

"The Democrats who didn't vote with him" Charbonneau said, "are the ones who are going to have the problems."

GRAPHIC: PHOTO, Dan Cook, who built an ice sculpture of an American tank in Tamworth, N.H., two weeks ago, displays the patriotic handiwork. GLOBE PHOTO / J.D. DENHAM

LEVEL 1 - 63 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 9, 1991, Saturday, City Edition

SECTION: METRO/REGION; Pg. 25

LENGTH: 341 words

HEADLINE: JUMPING IN, OPTING OUT;
Silber says he has no plans;
to run for the White House

BYLINE: By Scot Lehigh, GLOBE STAFF

KEYWORD: CAMPAIGN POLITIC NAME-SILBER

BODY:

Responding to published reports that he is exploring running for president, Boston University president John R. Silber yesterday issued a statement saying he has no intention of seeking the office.

"Recent speculation in the press that I am planning to run for president is flattering but unfounded," Silber said in a statement released by the BU office of public relations. "I have no such intention."

Silber's statement came a day after the Globe reported that former US Sen. Paul Tsongas intends to run for president if his ideas for reorienting the Democratic Party toward a probusiness agenda find a receptive audience. Tsongas, who has said he is leaning strongly toward running, said on Thursday that he intends to make a final decision within three weeks.

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Interim chancellor Randolph W. Bromery, who has resigned in protest of Weld's budget plans and was presiding over his last board meeting, said the administration was looking for huge savings in public higher education without considering consequences for years to come.

Bromery said Weld had a "presumption of guilt" that higher education was "inefficient, ineffective, mediocre and unaccountable. They've already made that decision."

LEVEL 1 - 56 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 12, 1991, Tuesday, City Edition

SECTION: LIVING; Pg. 57

LENGTH: 348 words

HEADLINE: '1000 Friends' of planned growth;
Architecture

BYLINE: By Robert Campbell, Globe Staff

BODY:

Recent word that former US Sen. Paul Tsongas may run for president calls attention to one of Tsongas' major current efforts, the group called "1000 Friends of Massachusetts."

Coincidentally, an exhibit sponsored by the Friends group opens tonight with a reception at the Architects Building, home of the Boston Society of Architects, in downtown Boston. The reception, from 6 to 7:30 p.m., is open to the public.

The exhibit, "The Fabric of Massachusetts: Making Choices," reminds us in 19 lovely color photographs of the beauty of Massachusetts. As the organizers state, "These photographs document the complex and lovely fabric of the Massachusetts landscape." The subjects range from towns to forests, from the coast at Marblehead to the Berkshire Hills. They were taken by six photographers, Steve Rosenthal, Jerry Howard, William Rawn, Alex MacLean, Steve Dunwell and a group called Monadnock Media.

Tsongas and former Globe editor Thomas Winship are co-chairmen of the 1000 Friends. The group's goal is to get everyone to appreciate Massachusetts before it disappears beneath the bulldozers of unplanned growth. It's one of the most encouraging initiatives of recent years - encouraging not only in itself but because, more and more, similar efforts are starting up in other states.

"Prevailing patterns of development in suburban and rural Massachusetts," the Friends state, with pinpont accuracy, "eat up land and spread out people." When that happens, as it now is happening almost everywhere in the United States, both cityscape and countryside begins to turn into suburbia.

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The exhibit comes under the heading of worthwhile propaganda - propaganda not only for the 1000 Friends of Massachusetts, whose cause is timely and just, but also for the Boston Society of Architects, which is trying to entice the general public to visit its building by means of a series of such exhibits. This one, modest but thoughtful, deserves a visit.

"The Fabric of Massachusetts: Making Choices" is at the Architects Building, 52 Broad St., Boston, through April 26.

GRAPHIC: PHOTO, Steve Rosenthal's photograph shows Faneuil Hall Marketplace in the foreground and 75 State St. in the background.

LEVEL 1 - 57 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 10, 1991, Sunday, City Edition

SECTION: FOCUS; Pg. A29

LENGTH: 55 words

HEADLINE: SHORT CIRCUITS;
SHORT CIRCUITS

BYLINE: Compiled by Globe staff writers.

BODY:

Presidential hopeful Paul Tsongas says he thought about getting an ethnicity transplant to stave off the inevitable comparisons between him and fellow Spartan Michael Dukakis. "I looked into how you become a Norwegian, but apparently it's too late," Tsongas said. Good thing, too. Look what it did for Walter Mondale.

LEVEL 1 - 58 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 10, 1991, Sunday, City Edition

SECTION: FOCUS; Pg. A29

LENGTH: 59 words

HEADLINE: SHORT CIRCUITS;
SHORT CIRCUITS

BYLINE: Compiled by Globe staff writers.

BODY:

The Tsongas bandwagon has already picked up one New Hampshire operative: Concord lobbyist Elizabeth D. Murphy, who helped organize Lowell for Tsongas' first US House race in 1974. "I'm going over right now to change my

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registration from Republican back to Democrat," vowed Murphy, who said she joined the GOP a few years ago to improve her access.

LEVEL 1 - 59 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 10, 1991, Sunday, City Edition

SECTION: FOCUS; Pg. A29

LENGTH: 60 words

HEADLINE: SHORT CIRCUITS;
SHORT CIRCUITS

BYLINE: Compiled by Globe staff writers.

BODY:

Tsongas, who awaits feedback on his 82-page call to economic arms before deciding for sure whether to run for president, can take heart from the experience of San Francisco Mayor Art Agnos. In 1987, Agnos published a lengthy campaign manifesto and then plastered the City by the Bay with posters that read, simply, "Art Agnos. Read my book." He won.

LEVEL 1 - 60 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 10, 1991, Sunday, City Edition

SECTION: FOCUS; Pg. A29

LENGTH: 795 words

HEADLINE: Don't write off Paul Tsongas too early

BYLINE: By Robert A. Jordan, Globe Staff

KEYWORD: US POLITIC CAMPAIGN NAME- TSONGAS

BODY:

Paul Tsongas' decision this week to prepare to run for president in 1992 has a serious impact on two other Massachusetts Democrats who also may have been pondering a White House bid.

The two other Democrats - former governor Michael Dukakis and John Silber, the Boston University president - no doubt realize that Tsongas, who early in 1990 had the highest favorability rating among potential gubernatorial candidates, would be a formidable, if not insurmountable, obstacle to such hopes.

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The Boston Globe, March 10, 1991

Friday afternoon, Silber disputed rumors that he was thinking of running in 1992, saying he has no such intention. Some Silber supporters had been saying almost scornfully that Silber, not Tsongas, had earned the right to be the Massachusetts candidate to run for president. After all, they pointed out, he had a large and proven constituency, as seen in the close race that he lost last November to Gov. William Weld. But Tsongas supporters have a stronger counter-argument: Silber has never won an election; Tsongas has never lost an election.

Tsongas has been elected to office six times in his career, including to the Lowell City Council, county commissioner, the US House and the US Senate. In terms of popularity, Tsongas had a very high positive rating among voters, nearly 90 percent. Silber's negatives, in some polls, were almost as high as his positives. Some Silber supporters are saying that these are the reasons Silber decided this past weekend to announce he is not running for president.

Most pundits agree that if Tsongas had decided to run last year, he might easily have been governor today. Silber entered the gubernatorial sweepstakes only after Tsongas decided against the idea. If Tsongas had entered first, it is unlikely that Silber also would have been a gubernatorial candidate.

Silber reportedly has said he is waiting to see how well he does in upcoming fund-raisers before deciding his political viability as a candidate for 1992. But Tsongas' apparent decision to run for president may also have a negative impact on Silber's fund-raising abilities. In fact, a few key workers from Silber's campaign reportedly have made inquiries about working on the Tsongas campaign.

Of course, many political analysts are still pondering why Tsongas, after declining to run for governor, is willing to try for a goal considered far more difficult.

Tsongas will undoubtedly be perceived by many Democrats around the nation as another Greek-American from Massachusetts, a political twin of Michael Dukakis who lost badly to President George Bush in the 1988 election. This is not going to sit well initially with many of them.

But some Tsongas insiders feel confident that their candidate will eventually overcome that stigma as his views become known to voters in Massachusetts and the nation, that his positive philosophy toward business and industry, including nuclear energy, may dispel the view in more conservative areas of the country that he is "another Dukakis liberal."

More than a few analysts might suggest that, with President Bush's enormous popularity, Tsongas is simply wasting his time. But some strategists are suggesting that Tsongas' first major battle is not against Bush or the GOP, but against the Democratic Party itself.

Tsongas undoubtedly is aware that the Democrats have been without a real issue on which the electorate will coalesce. In terms of issues and ideologies, the Democrats, as one pundit put it, "ran on empty" during the 1988 presidential campaign. Dukakis thought he could win on "competence" but his campaign foundered on "Willie Horton" and other such GOP tactics to undermine it.

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Perhaps this is where Tsongas and his strategists believe Bush himself is vulnerable - on the issues. If the media, for example, focus on Tsongas' ethnic and geographic similarities to Dukakis, he can say to them that this is merely a confirmation of the media's own view that politics has become so shallow in recent years. He can point to the 30-second sound bites on radio and television, as well as Bush's "symbolic" shallow issues such as the Horton ads and the press conferences in front of flag factories. These issues were shallow, but they were effective because the Democrats could not counter with other issues to which voters could relate.

Tsongas believes that he can articulate substantive issues that will attract and bring together large segments of the electorate.

Given his success with longshot elections in the past, Tsongas should not be written off early. But this race will be, by far, his longest shot, made even more so if Bush's popularity is still soaring and the economy turns around before the election. Nonetheless, Tsongas could make his candidacy very interesting, indeed.

LEVEL 1 - 61 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 10, 1991, Sunday, City Edition

SECTION: FOCUS; Pg. A29

LENGTH: 853 words

HEADLINE: Will US buy this Greek bearing ideas?

BYLINE: By David Nyhan, Globe Staff

KEYWORD: US POLITIC CAMPAIGN NAME- TSONGAS

BODY:

Running for president holds no psychological terrors for Paul Tsongas.

He's been in direr straits. Always an underdog, never a loser, he's started every campaign he ever waged on the bottom, looking up. Including this one. Most definitely this one.

Declaring in public that (gulp!): It looks like I'm running for president, I'm a Democrat, a liberal, and I'm going to hit George Bush with everything I've got - that takes a certain amount of brass. To do it as the incumbent's approval rating scooted into the 91 percent range might seem daft. Not to him.

Unfazed by the president's popularity, and convinced the euphoria over the Gulf War's successful conclusion will dissipate under the harsh glare of economic reality, this 50-year-old former senator plans to run on some ideas.

He finds the Democratic Party just as bollixed up as when he quit the Senate. The usual suspects for the next Democratic nomination seem paralyzed at the prospect of tangling with G. Bush, the GOP's Wimp-no-more 800-lb. gorilla.

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Not Tsongas.

New Englanders already know him as a not-your-average politician. Bit of a strange dude. Smart. Tough. So low-key he's been overlooked in every race he ever wor.. Licked every incumbent he took on, including ex-Sen. Edward W. Brooke.

Another Greek-American liberal from Massachusetts? Are you kidding? Nope. No song, and no gas, with this fellow. Doesn't need staff, position papers, briefings and media consultants to tell him where he stands. He already knows.

He's got a satchel full of ideas. The voters don't trust the Democrats to run the economy, and they're right, he begins. We spend all our time talking about redistributing wealth, where to position the knife when we cut the pie. We should be worrying about the pie shrinking the way it is.

This is heresy to some liberals. Republican talk. There's more. He's for the death penalty for drug dealers. And for nuclear power plants. No Duke here.

He makes a powerful argument for raising the gasoline tax - spur conservation, improve trade figures, save ozone. And he can ask in his matter-of-fact fashion: How come Bush chanced American lives for oil but won't risk any of his 91 percent approval rating for a gas tax that would do wonders for our economy? There is no good answer to that question. None.

So in his quiet, plodding fashion, Tsongas is readying a run.

Where: Iowa, New Hampshire, California and Florida. Four states, in four regions. Manageable. Not too pricey. He's moving his family out to Iowa for a couple of weeks this summer. They'll like him in Iowa. He's so un-slick. He tells of a daughter dismissing fears about living in the White House fishbowl: "Don't worry, dad, you won't win." Iowa will like that kind of humor.

He'll surprise people. He's inexorable in debate. "They can beat me, sure," he says in his deadpan fashion, "But they'll have to get by my ideas." He is almost eerie in his belief that voters will actually listen to a grown-up argument. His label for Bush's read-my-lips-Willie-Horton-no-new-taxes 1988 presidential campaign: "avoidance politics."

Six years after retiring from his US Senate seat (he was always the other guy from Massachusetts, the one who wasn't Ted Kennedy), Tsongas has conquered a bigger foe than any incumbent: cancer. Licked the Big C. By resorting to every weapon known against lymphoma - bone marrow transplant, chemo, radiation, swimming - swimming?

Swimming. In addition to being an ex-senator, an author (three books, counting the new one), a father (three girls), husband (one wife) and homebody (in 10 years of Washington life, Tsongas and wife Niki were AWOL on the dinner party circuit), the newest presidential wannabe is a natator.

Yes, Paul Tsongas natates. In a natatorium. Several times a week. In public. Swims the 50-yard breaststroke. So lustily that he hopes to place in the national Masters swim tournament. He's got a shot, if a pesky leg pull doesn't sideline him for the regionals. And at age 50, this recycled

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LENGTH: 60 words

HEADLINE: SHORT CIRCUITS;
SHORT CIRCUITS

BYLINE: Compiled by Globe staff writers.

BODY:

Former presidential candidate Bruce Babbitt, in town last week pitching for the League of Conservation Voters, had some nice words to say about former Sen. Paul Tsongas and his victory over cancer, the kind of thing that Babbitt said can define a candidate for the voters. As for his own presidential ambitions, Babbitt said, "I am genuinely in remission."

LEVEL 1 - 51 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 17, 1991, Sunday, City Edition

SECTION: FOCUS; Pg. A25

LENGTH: 31 words

HEADLINE: SHORT CIRCUITS;
SHORT CIRCUITS

BYLINE: Compiled by Globe staff writers.

BODY:

Tsongas fund-raiser Nick Rizzo was at the State House last week drumming up support for the nascent presidential campaign. Showing Rizzo around was former House Speaker Tom McGee.

LEVEL 1 - 52 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 15, 1991, Friday, City Edition

SECTION: NATIONAL/FOREIGN; Pg. 3

LENGTH: 653 words

HEADLINE: Tsongas comes calling in Capitol Hill's halls

BYLINE: By John Aloysius Farrell, Globe Staff;
and Nancy Walser, States News Service

DATELINE: WASHINGTON

KEYWORD: NAME- TSONGAS CAMPAIGN POLITIC

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BODY:

Former Sen. Paul Tsongas yesterday plied the halls of Capitol Hill like, as he put it, "an itinerant book salesman," beginning a quiet five-day visit here to test reaction to his prospective presidential campaign.

"The reaction ranges from supportive to polite," Tsongas said. He met with old acquaintances from the Massachusetts congressional delegation as well as several members of the Senate.

Tsongas said he did not receive, nor expect to receive, any endorsements but found a strong demand for the 82-page white paper he carried with him, "A Call to Economic Arms: The New American Mandate."

"These are all experienced politicians; I have to prove my credibility first," Tsongas said. "It's obvious they are fully aware of all the baggage I carry with me, but there is a serious interest in the ideas in the paper."

After serving one term in the Senate, Tsongas retired from politics in 1984 to spend time with his family and conduct an apparently successful battle against lymphoma, a form of cancer. He startled the political world a week ago when he said he was pondering a presidential campaign as a "probusiness liberal."

Subdued but in good humor, Tsongas emerged from his first Capitol Hill "courtesy call" sounding upbeat about the adventure he is undertaking. Although he has not made a final decision to run, he sounded like a candidate.

"This is either going to be a campaign of ideas or its never going to get off the ground," Tsongas said.

Tsongas has filed with the Federal Election Commission to set up a campaign committee, said a staffer in one of the senatorial offices that Tsongas visted yesterday.

He arranged to meet with Reps. Barney Frank, Brian Donnelly, Gerry E. Studds, Joseph P. Kennedy 2d, Chester G. Atkins and Edward J. Markey, all Democrats from Massachusetts, as well as the state's two Democratic senators, John F. Kerry and Edward M. Kennedy.

Kerry said that "people should take more serious than they do" Tsongas' presidential hopes. "The ideas are real; the ideas are serious," Kerry said. "Our party has to be better on these things."

Atkins said, "There's a real vacuum out there; people are desperate for a sense of direction and a healthy debate and dialogue about the national economy. Paul's really the only person out there."

Tsongas had also scheduled meetings with Democratic Sens. David L. Boren of Oklahoma, Bill Bradley of New Jersey, Robert Kerrey of Nebraska and Timothy Wirth of Colorado.

Kerrey is frequently mentioned as a potential rival in the race for the Democratic nomination, as are Sen. Albert Gore of Tennessee and Rep. Richard Gephardt of Missouri, two Democrats set to meet with Tsongas today.

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Next week, Tsongas hopes to see Ron Brown, chairman of the Democratic National Committee; Sen. Lloyd Bentsen, the Texas Democrat; and Sen. Charles S. Robb of Virginia, who also figure in Democratic presidential speculation; Massachusetts Democrats Reps. Joe Moakley and Joseph D. Early; union president Lane Kirkland of the AFL-CIO and editors and reporters from The Washington Post and The Wall Street Journal.

Tsongas also plans to tour Washington with his family over the weekend and attend columnist Mary McGrory's St. Patrick's Day party.

Tsongas said he will also be meeting Democratic fund-raisers while in Washington, "responding to people who are interested but have never met me," in preparation for an April 11 fund-raiser.

He acknowledged hearing "a lot of skepticism" because of what he calls "the big four" image problems: being liberal, Greek, from Massachusetts - all like unsuccessful presidential candidate Micheal Dukakis - and out of office.

But no one, he said, has actively discouraged him.

Among the campaign contributors, Tsongas said, "it is the same as on the political side: People focus in on the difficulties. But on the substantive side I see a real thirst for the debate to begin."

GRAPHIC: PHOTO, PAUL TSONGAS . . . "I have to prove my credibility first."

LEVEL 1 - 53 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 14, 1991, Thursday, City Edition

SECTION: METRO/REGION; Pg. 32

LENGTH: 176 words

HEADLINE: Tsongas nearing green-light stage;
NOTES FROM THE HILL AND THE HALL

BYLINE: By Scot Lehigh, Globe Staff

BODY:
FORMER US SEN. PAUL Tsongas, who said last week he will run for president if his probusiness ideas get a good reception among Democrats, appears to be moving closer to a run.

"He is very encouraged by the response he is getting and is leaning more in the go direction," said Dennis Kanin, who would run the campaign. "It has been just fabulous. We have gotten hundreds of calls from people who want to volunteer, people calling in asking where they can send contributions, people excited about what he has to say."

Tsongas has also taken some steps to bring him closer to a candidacy. A campaign committee has been filed; longtime ally Nick Rizzo is planning an

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April 14, $ 1,000-a-head fund-raiser; and the candidate has already talked with one prospective press secretary, as well as with others who might work in the campaign, Kanin said.

Tsongas still expects to take until the end of the month to decide for sure, Kanin said. He'll use part of that time to make trips to Iowa and New Hampshire to gauge the reaction to his candidacy.

LEVEL 1 - 54 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 13, 1991, Wednesday, City Edition

SECTION: ECONOMY; Pg. 65

LENGTH: 2106 words

HEADLINE: The $ 25 billion sure thing;
T.G.I.W.

BYLINE: By Alex Beam, Globe Staff

KEYWORD: EDITORIAL COLLEGIATE BASKETBALL

An extra penny for educationEDITORIAL EDUCATION TAXATION INCREASE WILLIAM WELD FINANCE

BODY:

No takeover deal so epitomized the frenzied greed of Wall Street in the 1980s than the bidding war for RJR Nabisco. Investment bankers hogged down $ 500 million in fees for herding their clients - Shearson Lehman Hutton, Chicago's Pritzker family and others - into a costly game of financial one-upsmanship that saw a company initially valued at $ 75 a share auctioned off to leveraged buyout specialist Kohlberg Kravis Roberts & Co. for $ 109 a share, or $ 25 billion. Collateral riches flowed to the chroniclers of the "deal of the century," two Wall Street Journal reporters whose bestselling book "Barbarians at the Gate" equated the siege of RJR with the collapse of Western civilization.

"Greed on Wall Street" brayed the cover of Time magazine. "The Debt Binge: Have Takeovers Gone Too Far?" Business Week asked in a cover story on KKR boss Henry Kravis (right). How inconvenient for posterity that the deal has proved to be a success.

The deal has succeeded because - hysteria about the "casino society" and the perils of "debt overhang" notwithstanding - KKR invested in the healthiest, most predictably profitable industry in America: cigarettes. "It costs a penny to make. Sell it for a dollar. It's addictive. And there's fantastic brand loyalty," is how investor Warren Buffett explains the virtues of the tobacco industry. Furthermore, KKR bet that the country's long-term love affair with junk food would subsidize its temporary infatuation with junk bonds, that RJR's 23:1 debt-to-equity ratio wouldn't spoil Americans' zest for Ritz crackers, Oreos and Teddy Grahams. In retrospect, it wasn't a bet at all. It was a sure thing.

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LEVEL 1 - 49 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 19, 1991, Tuesday, City Edition

SECTION: OP-ED; Pg. 17

LENGTH: 693 words

HEADLINE: Tsongas: A long shot but a refreshing one

BYLINE: By Robert L. Turner, Globe Staff

KEYWORD: NAME- TSONGAS US POLITIC CAMPAIGN

BODY:

Paul Tsongas has made a deposit in a bankrupt institution. He has deposited himself as a potential presidential candidate in the Democratic Party.

Skepticism was the dominant response, divided between those who thought the deposit so small as to be trivial and those who thought the institution too bankrupt to be rescued by any injection of capital.

But Tsongas is resourceful and determined - not to mention ambitious. He has overcome long odds before, more than once.

Most important, his ideas are close to what the national Democratic Party needs to reestablish itself as a viable player in the presidential marketplace.

Plenty of reasons for skepticism are all too obvious.

One is that Tsongas has been only a bit player on the national scene. His one term in the Senate produced an exceptional level of achievement for a freshman, but it was only one term.

His bout with cancer will be a negative to some voters; his apparent victory over it will be a plus to others.

Certainly his courage and grit in that battle were admirable, but there have also been issues on which Tsongas has not been able to follow through. His efforts to solve the Boston Garden problem are one example, and his proposal last year for a referendum on a penny sales-tax increase for education failed for lack of signatures, while lesser lights succeeded in collecting enough signatures to put more peripheral questions on the ballot.

Tsongas disappointed many supporters by declining to run for governor last year. The campaign, and the administration, might have turned out a lot better had he been a candidate.

Now, Tsongas points to the national economy as affecting each state far more than local policies. The state is the flea on the dog, Tsongas said. If the dog drowns, the flea is helpless to save itself.

A nice image, and not wrong, exactly, but it demeans the crucial and growing role that is played by the states. Tsongas' efforts to support public higher

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The Boston Globe, March 22, 1991

Sen. Sam Nunn of Georgia, once his party's rising star, is still the private favorite of many New Hampshire activists, but the conventional wisdom is that his vote in favor of continuing economic sanctions against Iraq as opposed to the use of military force may have been fatal. Former Sen. Paul Tsongas of Massachusetts, who now seems likely to make a run, does not appear to be on anyone's short list here.

Some New Hampshire Democrats are quietly promoting Senate Majority Leader George Mitchell of Maine because he is seen as thoughtful and articulate and because he is from a neighboring state. But many wonder whether his vote in favor of continued sanctions wouldn't guarantee a pummeling in the general election even if the more-liberal primary electorate found him appealing.

New Hampshire Democrats reckon the strongest possible contender at the top of their ticket is vital if they are to retain their highest position, the US House seat captured last year by Richard Swett. They also want to prevent party erosion to keep the legislative seats they've got, as well as to give them a shot at the governorship in 1994 if not 1992.

They acknowledge their best hope on that last count is if Rudman decides not to run again. Sources said he has been offered several major contracts with law firms, at least one of which was described as being "in the $ 1 million range."

Most analysts believe Rudman wants to remain in the Senate, but he says he is unsure what he will do. One prospect is that he will be tapped by Bush for a Cabinet post, before or after next year's voting. Sources said that Rudman was the president's second choice for defense secretary, a job Richard Cheney took, and that he would be in line for one of several positions during a second Bush term, including US attorney general, if the incumbent, Dick Thornburgh, were to leave. This much is sure: If Rudman opts out, either to take a corporate job or to join the Bush administration, it will send tremors through his home state's political structure. For starters, sources said Gregg would likely run for Rudman's seat, as would many other prominent political figures in both parties.

Rath said he might be among the Republicans who would then run for governor. And state Sen. Gordon Humphrey, a former US senator, has told colleagues he would almost certainly seek the governorship as well.

Ned Helms, the immediate past state Democratic chairman, said in an interview that he plans to seek the governorship next year.

LEVEL 1 - 48 OF 79 STORIES

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The Boston Globe

March 21, 1991, Thursday, City Edition

SECTION: NATIONAL/FOREIGN; Pg. 3

LENGTH: 896 words

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The Boston Globe, March 21, 1991

HEADLINE: Walking the promised land;
Tsongas brings his prophecy of economic gloom to Washington

BYLINE: By John Aloysius Farrell, Globe Staff

DATELINE: WASHINGTON, PAUL TSONGAS / On to New Hampshire

KEYWORD: INTERVIEW- TSONGAS POLITIC US

BODY:

After six days of hobnobbing with Democratic leaders, Paul Tsongas left here en route to New Hampshire and Iowa, heartened and emboldened and apparently ready to pursue his quest for the presidency.

Tsongas moved through the capital with a serene smile and the certainty of a pilgrim, leaving the more calloused and calculating crowds of professionals both unnerved and scornful at his long-shot plans.

All the better, said Tsongas, before heading home to Massachusetts. "The one thing I have to really guard against is beginning to hedge my bets," he said. "If ever you see my finger up in the political winds, I'm done with."

It's his role as Jeremiah that "distinguishes me," said Tsongas, flaunting the 83-page white paper - "A Call to Economic Arms: The New American Mandate" - which serves as his prophecy.

"My paper is a lighted match. It's my belief there is gasoline on the floor," Tsongas said. "If there is no gasoline, I'm totally irrelevant."

Tsongas believes Americans are fed up with a declining standard of living, the soaring national debt, the loss of jobs to economic rivals such as German and Japan and politicians such as President Bush who he says are addicted to "happy talk" and "avoidance politics."

If the voters' frustration has reached the level that, as Tsongas put it, the fuel of discontent is sloshing around the floor, then the normal rules of politics do not apply, he said. In such a volatile situation, he argued, a prophet can reap votes and the conventional wisdom gets stood on its head.

"If Bush were less popular, I wouldn't run," Tsongas said, sounding as Zen-like as Gary Hart and Jerry Brown, two former presidential candidates who walked this path before. Recalling how political columnists once tagged him "St. Paul," Tsongas said: "I used to read that and say, 'I know I'm supposed to be angry about that, but I don't see why.' "

If all this sounds mystical, Tsongas is taking concrete steps as well. Dennis Kanin, who serves as the campaign manager, said Tsongas thought the reaction in Washington was "great . . . very positive. If anything, it's encouraged him in the 'go' direction."

Tsongas was scheduled to dine with faculty and administrators at the University of New Hampshire last night, Kanin said, and return to the first primary state next week to address students at the university, and perhaps a group of Manchester Democrats.

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The Boston Globe, March 21, 1991

The former senator plans to make his first foray into Iowa on Monday, to a meeting of Johnson County Democrats in Iowa City, and he has a news conference and courtesy calls scheduled for Tuesday in Des Moines.

Invitations are going out for a $ 1,000-a-plate fund-raising dinner to be held April 11 at the Lafayette Hotel in Boston, Kanin said, and $ 35,000 has already been received in unsolicited donations. A major speech has been planned for April 6 at Dartmouth College.

Democrats in Congress and party officials said Tsongas will enjoy one immediate advantage: Bush's popularity in the glow of the Gulf War will keep better-known candidates on the sideline until the nation's attention is demonstrably focused on domestic politics.

One top party official even mused that governors such as Roy Romer of Colorado, Mario Cuomo of New York and Robert Casey of Pennsylvania might react to the special circumstances posed by the war by announcing "favorite son" candidacies designed to keep the nomination open until the Democratic National Convention can assemble in New York in 1992 and then, amid an unprecedented media blitz, choose a candidate who could surge through a 90-day campaign.

For his part, Tsongas said he expects that former Sen. George McGovern will join him on the campaign trail, as well as Sens. Lloyd Bentsen from Texas and Al Gore from Tennessee. He said he does not expect to see Rep. Richard Gephardt, the House majority leader from Missouri, attempt the race.

Democrats in Washington continued to voice respect for Tsongas as a person and political theorist. Sen. Timothy Wirth of Colorado, for example, said: "I think Paul has the capacity, intellectually and temperamentally, to raise the issues that ought to be raised. The force of his intellect, his willingness to take issues on, his economic and business perspective - he's like Larry Bird; his fundamentals are very good."

In Monday's Washington Post, columnist William Raspberry praised Tsongas under a laudatory headline, concluding that "for anyone who sees the diminishment of America's manufacturing base for the catastrophe it is, what Tsongas proposes may seem like what it is: just plain good sense."

Yet Tsongas acknowledged that few if any of the leaders he spoke to shared his faith in political arson or his vision of how he could end up in the White House. And many, including some from Massachusetts, were scornful in their off-the-record assessments after Tsongas left town.

Tsongas shrugged it all off, calling himself "a miner's canary," who, having grown up in Lowell, has a special sensitivity for oncoming economic catastrophe.

By the end of his visit, he even had others here talking like mystics. "How people are going to react to another liberal Massachusetts Greek Democrat is the question that has to be asked," Wirth said. "Who knows? If you don't run, you have an absolute chance of not winning. How's that for a profound statement?"

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But we are not yet talking about governing. We are talking about whether the Democratic Party can mount a candidacy with the slightest chance of victory. To do so would certainly be a nice change of pace. Unless Schwarzkopf is a closet caveman or dictator, why not ask him to run against his current boss?

LEVEL 1 - 43 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 26, 1991, Tuesday, City Edition

SECTION: NATIONAL/FOREIGN; Pg. 42

LENGTH: 444 words

HEADLINE: Tsongas, in Iowa, defends record;
and touts his plan for economy

BYLINE: By Curtis Wilkie, Globe Staff

DATELINE: IOWA CITY

KEYWORD: CAMPAIGN POLITIC NAME- TSONGAS

BODY:

Paul E. Tsongas began the long march to the 1992 Iowa caucuses last night by declaring that he was prepared to defend - with one important qualification - his reputation as a liberal.

When a member of an audience of about 100 Iowans asked if he was troubled by the prospect that national Republican strategists might brand him as a liberal, Tsongas said, "On the issues of human rights, civil rights, women's rights and the environment, I'm a liberal and make no apologies for it." On economic matters, he added, "I'm a realist and I've got no problems saying no to some of the Democratic dogma."

If he became the Democratic presidential nominee and the Republicans attacked him on these grounds, Tsongas said "this is one Greek who'll fight back."

The crowd cheered his remark, a reference to Michael S. Dukakis' failure to take issue with Republicanassaults in the 1988 presidential campaign.

Tsongas was speaking to the predominantly liberal Johnson County Democratic Caucus in this university town.

Although he sprinkled his remarks with self-deprecating jokes about his absence from politics for more than six years, he reassured the group of his support for many traditional Democratic values. Tsongas said the party should be willing "to drop some of the dogma we've used for years" in order to convince the country that Democrats were capable of handling the economy.

Tsongas, who announced earlier this month that he was preparing to run for the Democratic presidential nomination, has described himself as a "probusiness liberal," advocating tax incentives for businesses and cuts in capital gains

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taxes.

"I never thought I'd hear a Democrat say this in Johnson County," remarked one woman during a question-and-answer session.

"We should not be afraid of doing anything that helps the economy, that will enable us to regain economic preeminence," Tsongas replied.

The appearance by the 50-year-old former Massachusetts senator was his first in Iowa, which will begin the nation's delegate selection process in caucuses across the state next February.

"It feels like a first date," he said.

Rep. Dave Nagle, the Democratic congressman for the district, acknowledged that Tsongas' name recognition was "poor" here.
He added, "that doesn't mean anything. Jimmy Carter didn't know anybody either." Carter was a relatively obscure candidate when he finished second to "undecideds" in the 1976 Iowa caucuses and moved on to the nomination.

Tsongas has two events scheduled in Des Moines today and is able to operate virtually without competition. Rev. Jesse L. Jackson was also in Iowa, still holding off on his own plans for 1992.

LEVEL 1 - 44 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 24, 1991, Sunday, City Edition

SECTION: FOCUS; Pg. A21

LENGTH: 853 words

HEADLINE: Why Bush is gaining favor with blacks

BYLINE: By Robert A. Jordan, Globe Staff

KEYWORD: GEORGE BUSH BLACK RELATION

BODY:
Despite President Bush's economic problems at home, Democrats apparently are going to find it increasingly difficult to dampen the euphoria the American voter is still feeling over the victory by the US-led coalition in the Persian Gulf.

Even the recession and other domestic issues have given way to the rekindling of patriotism and the regained image of being the world's top "superpower" - one no longer threatened by the Soviet Union or any other nation. More Americans are now feeling "safe" at home, without the fear of nuclear war that hung over the nation during the Reagan era.

This warm feeling voters have toward Bush is having a chilling effect on potential Democratic presidential hopefuls, which helps explain why former US

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senator Paul Tsongas of Massachusetts thus far is the only Democrat to announce publicly that he is considering a run for the White House.

More prominent Democrats such as US Sen. Sam Nunn and Rep. Richard Gephardt probably realize they may have a political obstacle to overcome - their vote against Bush going to war with Saddam Hussein. That vote is likely to be an albatross around the necks of Democratic hopefuls as the 1992 primaries get closer.

Whether they can remove that albatross in 1992 may depend on how the Bush administration is handling the nation's economic problems, including the recession, the S & L scandal and the still-huge deficit. However, Bush may be making gains on the domestic front by delving into a noneconomic area - police brutality, which has become a national issue with the highly-publicized video tape of the brutal beating of a man by Los Angeles policemen.

Bush's public condemnation of the action and his decision to launch a federal investigation into the beating sends a strong message across the nation that such action will not be tolerated during his tenure in office. It also sends another message to African-Americans, Hispanics and other minorities. Bush is attacking a problem that has long been a sore spot among the nation's minorities, who believe they have been the most prevalent target of these police assaults.

By speaking out against this action and calling for a federal investigation, Bush is continuing to mute strong criticism of his administration by black political and civic leaders, as well as slowly gain the respect of the black electorate. Such presidential action did not occur, nor was it expected, under the Reagan administration. As a result, the complete turnoff that blacks had toward Reagan has been converted to an open-mindeness among blacks toward Bush.

Bush's choice of Colin Powell as head of the Joint Chiefs of Staff - a choice that looks even better after the Gulf War - and Dr. Louis Sullivan as a top Cabinet member, has definitely helped his effort to reduce the 92 percent black support that Democrats got in the last presidential election.

Such moves on the domestic front are helping Bush despite his veto of the civil rights bill. Many critics thought the veto move would be a major setback in his quest for more black support. But apparently, that has not happened. In hindsight, some political analysts suggest that what blacks remember about this issue was the president's honesty. He gave advance notice of the veto, saying the bill contained "quotas." Even though Democrats deny that, Bush's honesty helped him when he finally vetoed the bill.

Bush also helped to neutralize the veto issue when he publicly expressed outrage over a decision by one of his administration officials to stop giving out minority scholarships because they were "discriminatory." Bush moved quickly to reverse the new policy and resumed the granting of such scholarships.

These domestic moves, particularly as they relate to minority issues, appear to be accomplishing for Bush among the black electorate what the Gulf War has accomplished for him among others in his upcoming election battle.

Not only is Bush making it exceedingly difficult for Democrats to successfully challenge him in 1992, he is also making it exceedingly difficult

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In 1988, Kitty Dukakis similarly denounced a charge that she had once burned the American flag at a demonstration, but in politics, responses don't move at the velocity of slander, and rarely catch up.

In 1975, when he was a freshman in Congress, Tsongas was cited for default on a student loan by the Lowell District Court, even though Tsongas had worked out a repayment arrangement for the $ 2,400 he owed on a Yale law school loan, secured by a Billerica insurance company.

Any Republican trickster with a personal computer and access to a newspaper database will have ample raw material such as this on Tsongas; he has been mentioned 1,726 times in the Globe in the past 10 years alone.

For all the grief Tsongas will suffer for being an "ultraliberal," in some quarters he may not be liberal enough.

He supports limited use of nuclear power as an alternative to burning fossil fuels, a position that will not endear him to some of the more uncompromising Democratic antinuclear activists in New Hampshire.

He favors the death penalty in some cases. He supports cuts in the capital gains tax to stimulate the economy and has made improving relations with the business community a centerpiece of his platform. On Monday he told a Boston audience that as president he would be "the best friend Wall Street ever had."

In 1978, as a liberal opposing the US Senate's only black member, Tsongas engendered considerable resentment among Edward Brooke's supporters, including prominent liberals such as Barney Frank.

But Tsongas' real vunerability, observers say, comes from his liberal record. "It's the same problem Dukakis and all the Democrats have been having," said a White House aide. "He is the quintessential liberal Democrat who might get nominated and get through the process, but he'll be too far to the left to be elected."

Although Tsongas and his supporters may believe his similarities with Dukakis are limited to their common heritage and home state, the GOP is not above highlighting the unflattering connection.

A Bush strategist who asked not to be named said that Tsongas' candidacy has become the butt of Beltway jokes, including some uttered at Washington's ultimate insiders' dinner sponsored by the Gridiron Club last weekend.

"I can get a laugh out of any crowd I talk to just by saying, "Do me a favor and send a check to a liberal Democratic Greek from Massachusetts,' " said the strategist. "Ridicule is a powerful whip and a dangerous enemy for Paul Tsongas. "

LEVEL 1 - 41 OF 79 STORIES

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March 27, 1991, Wednesday, City Edition

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The Boston Globe, March 27, 1991

SECTION: METRO/REGION; Pg. 1

LENGTH: 1027 words

HEADLINE: In Iowa, Tsongas decides to declare;
Finds fertile ground in farm state journey

BYLINE: By Curtis Wilkie, Globe Staff

DATELINE: DES MOINES

KEYWORD: NAME- TSONGAS IOWA POLITIC US

BODY:
Paul E. Tsongas said yesterday that the friendly reception he has enjoyed in his just-completed trip to Iowa had eliminated "the last major obstacle" to his candidacy for the Democratic presidential nomination.

Tsongas said that next month he will announce his intention to run for the Democratic nomination, and that he will return to Iowa with his family this summer to campaign around the state.

But during the two-day political journey that ended yesterday, Tsongas had to finesse a question on farm policy. And when he arrived at one event, a local reporter asked Attorney General Bonnie Campbell to "point me to Paul."

Although the reaction by Iowans to Tsongas' message of "economic nationalism" seemed mostly polite and curious, the former senator from Massachusetts said, "It encouraged me."

"Last night was, I guess, in my head the last major obstacle," Tsongas told reporters, referring to the reception he got at an Iowa City caucus Monday night.

"Now it's just a matter of just going through the procedural ritual.

"I needed a live audience in a state that was new to me to get the reaction."

Iowa will conduct the earliest test of the 1992 presidential candidates at caucus meetings next February.

Tsongas said that if he wins the White House, he will hold a picnic to celebrate with the group of liberal party activists with whom he met in Iowa, who expressed no grievances with the probusiness bias in his positions.

Tsongas indicated that he would make his intentions to seek the nomination clear on April 11 at the National Press Club in Washington.

Despite his lack of familiarity with agriculture, in a farm state, and his lack of recognition here, Iowa is as good a world as any for Tsongas to begin his quest for the Democratic presidential nomination.

The Iowa Democratic Party is relatively liberal, and the state's electorate is usually responsive to new faces and ideas. Tsongas' "urge to educate" will appeal to the people of Iowa, according to his old friend Frank Conroy, the

9704378402 72

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director of the prestigious Writers Workshop at the University of Iowa.

"It will take a while for the label of Greek, liberal, technocrat to go away, but it will," said Conroy, a native of Massachusetts and the author of a critically acclaimed book, "Stop-Time."

When Conroy learned of Tsongas' prospective candidacy a couple of weeks ago, he wrote a letter of congratulations. Within days, he was asked to arrange a speaking date for Tsongas in the state. He chose the Johnson County Democratic caucus Monday night, where a group of about 100 party activists, arguably the most liberal bloc in the state, listened with interest to Tsongas' attack on the Reagan and Bush administrations for standing idle while the national debt and trade deficits rose.

Tsongas was able to generate interest because, in part, few other candidates have been working the territory. It is the slowest start since the Iowa caucuses became popular in 1976.

Professional Democratic politicians are eager for action. Rep. Dave Nagle, an Iowa congressman and former state chairman, said Monday night that he was annoyed by the fainthearted behavior of other national Democrats "high up on the totem pole. Their conduct is disgusting and disappointing."

Campbell, who was also state chairman before being elected attorney general last fall, said, "It's been slim pickings for us. We like to have candidates come through. It's important to us as a party."

The caucus system - "our political culture," as Campbell calls it - encourages the sort of humble personal efforts that Tsongas undertook for two days this week, appearing at a chili-and-sandwich dinner in a remote fairground hall and rising early yesterday to meet with another small group. It is like turning the soil months before the planting season.

"Other candidates have come here with no name recognition and have been able to overcome it," said Campbell. "That shouldn't be tough for him at all."

Tsongas said he would bring his family to Iowa to spend the first two weeks of July and begin with a visit to the scene of the mythical baseball miracle, "Field of Dreams."

"If I can't get my ideas across here," Tsongas said, "There's no use to my being a candidate."

Campbell, the ranking Democrat in state office, accompanied Tsongas to Iowa City out of courtesy Monday night, but the former senator has not yet lined up any heavy hitters in the state.

At a breakfast meeting yesterday at Ted's Coney Island, a Greek cafe run by Ted Velman, an erstwhile supporter of Michael S. Dukakis, Tsongas referred to his natural base, "a fifth column called Greek restaurants: It's a kind of insurgency we depend on."

Velman said Des Moines has about 75 Greek-American families, not sufficient to sustain a political revolution. But they are a start.

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LEXIS·NEXIS LEXIS·NEXIS LEXIS·NEXIS
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The Boston Globe, March 27, 1991

When the visitor from urban Massachusetts was asked a farming question, he told a group of about 50 persons that he would rely on them "to bring me up to speed" on the issue by applying his philosophy to help him forge an acceptable agricultural policy. Tsongas was more comfortable dealing with economic questions in his public appearances in Iowa.

He resorted to cliche - "This is a campaign of ideas" - but his approach was novel for a Democrat. He wants to outflank the Republicans on business, and complains that "we go through the agony of economic turmoil with a sense that the president could care less."

Tsongas repeatedly referred his listeners to his 82-page manifesto, which was being distributed here by the one aide Tsongas has hired to coordinate his Iowa activity. The policy statement, he said, "is guaranteed to put you to sleep for three nights in a row." It is, after all, a time when Tsongas can afford to be humorous about his chances and the dullness of his key issue, an industrial policy for Democrats that stimulates business.

Harry Bookey, a prominent Des Moines lawyer and Democratic contributor, attended Tsongas' breakfast meeting yesterday. "He's 100 percent correct in his view of economic nationalism," Bookey said afterwards.

He was asked whether it would play in Iowa. "I don't know," Bookey said.

GRAPHIC: PHOTO, AP PHOTO / Paul E. Tsongas faces reporters in Des Moines yesterday near the end of his two-day exploratory visit to Iowa.

LEVEL 1 - 42 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 26, 1991, Tuesday, City Edition

SECTION: OP-ED; Pg. 23

LENGTH: 670 words

HEADLINE: Tsongas vs. the general

BYLINE: By Alan Lupo, Globe Staff

BODY:

Paul Tsongas is not going to be president of the United States.

He is a decent, honorable, bright, caring, thoughtful guy, but he is not going to become president.

There are a couple of reasons for this, the major one being that George Bush is going to become president again should he wish to, should he remain well, should the Middle East not explode, and should the economy not get much worse.

Tsongas wants to make us think. He's good at that, by the way. He wants to run on issues. What issues? Nobody runs for president on issues and wins, unless the issues are war and the economy. We won the war, and the economy, which

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support him. When voters who have not declared a party affiliation were included, Dukakis' negative rating rose to 75 percent.

Do the candidates' poll ratings mean anything this early, with a year to go before the New Hampshire presidential primary?

Clearly not, said state Rep. Mary Chambers, the top-ranking Democrat in the New Hampshire House. "If you asked this about Jimmy Carter before he came to the state people wouldn't have known who he was and the ones who knew probably would have had a negative impression, and yet he won our primary," she said.

Dick Bennett, president of American Research Group, which runs the New Hampshire Poll, agreed that it is very early to count anyone out: "What this survey really shows is that there isn't a Democratic frontrunner."

That offers a real opportunity for candidates such as Wilder and Tsongas, who seem ready to do the early legwork that can pay off in a state as small as New Hampshire, Bennett added. And it could benefit New York Gov. Mario Cuomo, who scored highest in the poll and has enough money to enter late and "become the front-runner overnight."

But Thomas Rath, a key Republican strategist in New Hampshire, said the Democrats' weak showing is more good news for President Bush, who in the same poll had a 39 percent positive rating among Democrats and a 58 favorable rating among all voters.

GRAPHIC: CHART

LEVEL 1 - 37 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 29, 1991, Friday, City Edition

SECTION: NATIONAL/FOREIGN; Pg. 3

LENGTH: 663 words

HEADLINE: Tsongas concedes he is burdened by Dukakis legacy

BYLINE: By Royal Ford, Globe Staff

DATELINE: DURHAM, N.H.

KEYWORD: NAME- TSONGAS US POLITIC CAMPAIGN NEW HAMPSHIRE

BODY:

Paul E. Tsongas, in his first foray into New Hampshire since he indicated that he will seek the Democratic presidential nomination, conceded yesterday that the legacy of Michael Dukakis is "baggage" he will have to carry for some time, but expressed hope that people will listen to his ideas.

Tsongas made clear in an appearance at the University of New Hampshire that the economy and the country's financially strapped education system will be

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central in his campaign.

The former Massachusetts senator criticized both the Republicans and his own party for their approaches to the economy.

"I don't see this administration dealing with this issue and, frankly, I don't think the Democrats have any credibility" on it, he said.

Tsongas said Democrats are crippled by an approach to the economy that involves corporate bashing and class warfare.

The populist politics of that approach "are wonderful," Tsongas said, but he warned that it is crippling and divisive because the United States is in a race with foreign competitors who are all "rowing in sync."

In this country, he said, "we're all standing up in the boat and bashing each other over the head with oars."

Republicans, on the other hand, say "the free market will take care of everything," and they say it to applause, Tsongas said. "You know where they applaud the loudest?" he asked. "Tokyo," he said.

The results of the free-market approach, Tsongas said, is a federal deficit that has climbed from less than a trillion dollars before Ronald Reagan took office to what may be $ 4 trillion in less than two years.

Whether dealing "with energy policy, economic policy, crime or whatever, both parties are going to have to give up the dogma," Tsongas said.

He said he has witnessed economic devastation in his hometown of Lowell, "which is like Lawrence, which is like Haverhill, which is like Manchester."

"I see my country about to see the same thing on a mass level," Tsongas said, in explaining his drive to enter the race in what he called "an unlikely candidacy."

One reason it is an unlikely bid, he said, is the spectre of Dukakis, like Tsongas a Greek liberal from the Bay State.

"I'm going to be carrying that baggage for a long time," he said of Dukakis. "I know there are a lot of eyes rolling."

New Hampshire may be one place where they are rolling. For Tsongas, there may be only a narrow niche here for a man feared by party moderates as another Dukakis and suspected by liberals because he advocates nuclear power as an energy source option.

His journey here continued a week of travel in a nascent political campaign. This week in Iowa, he indicated the reception he received persuaded him to make clear his intentions to seek his party's nomination. He plans to do that on April 11 at the National Press Club in Washington, D.C.

Tsongas spoke of his own frustrating experience with a declining education system as chairman of the Massachusetts Board of Regents of Higher Education.

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she'll be sure I get back to you." In fact, mother Patashnick answers the telephone and acts as doorkeeper at the law offices, offering visitors soft drinks, cheese and crackers.

Further complicating the Republican race is the fact that Conte's widow, Corinne, has endorsed Thurston, a businessman and radio station owner. He said that she will return from Florida next week to campaign for him. He intends to target 18,000 to 20,000 Republicans through intensive direct mail.

LEVEL 1 - 34 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 31, 1991, Sunday, City Edition

SECTION: NATIONAL/FOREIGN; Pg. 12

LENGTH: 392 words

HEADLINE: Democrats slow to pick up the gauntlet;
Besides Tsongas, talk of Wilder or Cuomo

BYLINE: By John W. Mashek, Globe Staff

DATELINE: WASHINGTON

KEYWORD: US POLITIC NAMELIST FORECAST DEMOCRATIC PARTY

BODY:

With the arrival of spring, Democrats interested in the presidential nomination are finally beginning to stir, albeit slowly.

Former Sen. Paul Tsongas of Massachusetts is the only candidate now who will say outright that he intends to run against President Bush. However, backers of Gov. L. Douglas Wilder, the nation's only black governor and a moderate southerner, have filed necessary papers with the Federal Election Commission at least to explore Wilder's chances.

The rest of the field remains speculative, but party consultants said any serious candidate is going to have to start raising money and building an organization soon.

Gov. Mario M. Cuomo of New York would be considered the front-runner if he enters the race. Supporters in the state say he is planning to make more appearances outside New York in the coming months, a signal that he is testing the electorate.

Sen. Albert Gore Jr., of Tennessee, who ran in 1988, is another likely entry. He is beginning to sound like a candidate, although he is officially undecided. Some of his principal money backers of four years ago are ready to listen to him.

Sen. Lloyd Bentsen of Texas, who was Michael Dukakis' running mate in 1988, is torn about making the race, according to advisers. "He blows hot and cold

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on it," said a close friend in Texas, "but he's not interested in any kamikaze mission." The reference was to Bush's popularity ratings, which have reached 90 percent since the Persian Gulf War.

Rev. Jesse Jackson, who ran in 1984 and 1988, is a strong possibility. But Wilder's entry could make it difficult for Jackson, and many party officials would prefer Jackson on the sidelines next year.

Rep. Richard Gephardt of Missouri, the House majority leader and also a candidate four years ago, is likely to rule out 1992, according to associates. Gephardt is interested in becoming House speaker, and an ill-timed run at the White House could upset those ambitions.

Sen. Sam Nunn of Georgia, the party's military specialist, has taken himself out of consideration and it is highly unlikely that another conservative southerner, Sen. Charles Robb of Virginia, will get in.

"At least, things are starting to move," one party official said. "The election is 20 months away, a lifetime in politics, so how can anyone realistically say Bush is a shoo-in?"

GRAPHIC: PHOTO, 1. PAUL TSONGAS Only Democrat to declare 1992 bid 2. L. DOUGLAS WILDER A possible Democratic contender 3. SEN. SAM NUNN Took himself out of running 4. SEN. ALBERT GORE JR. Arms control specialist 5. REP. RICHARD GEPHARDT No. 2 Democrat in House 6. GOV. MARIO M. CUOMO Shunned race in 1988 7. REV. JESSE L. JACKSON Twice a candidate 8. SEN. LLOYD BENTSEN Was Dukakis' running mate

LEVEL 1 - 35 OF 79 STORIES

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The Boston Globe

March 31, 1991, Sunday, City Edition

SECTION: NATIONAL/FOREIGN; Pg. 1

LENGTH: 1337 words

HEADLINE: Democrats grope for new identity

BYLINE: By John Aloysius Farrell, Globe Staff

DATELINE: WASHINGTON

KEYWORD: DEMOCRATIC PARTY FORECAST ANALYSIS US POLITIC

BODY:

At the end of his 83-page campaign manifesto, with its ringing endorsements of nuclear power, American business, flag-waving patriotism, religion in politics and the death penalty for drug pushers, Paul Tsongas adds the small notation: "Printed on 100% recycled paper."

Welcome to the Democratic Party, 1992.

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The juxtaposition of a traditional liberal idea such as recycling with very unliberal support for nuclear power and capital punishment is not unique to former Massachusetts Sen. Tsongas. Nor is his embrace of mainstream American values.

Nearing the end of a wrenching period of their own perestroika, the Democrats are revamping party dogma in a race to a new political center.

Over the last 18 months, Democrats such as House Majority Leader Richard Gephardt of Missouri, Gov. Mario Cuomo of New York, Sen. Robert Kerrey of Nebraska, Sen. Lloyd Bentsen of Texas and others have been crafting elements of Democratic resurgence.

The power of ideas is such, analysts and party leaders have said, that if the Democrats were not so tactically hapless at melding those elements into a coherent platform, they could shake the Republican monopoly on the White House - despite their miserable place in the polls following the Persian Gulf War.

"Don't think the Democrats are as bad off as everybody says because you get analyses taken now, at a point that distorts what will be operative when the election is held," said Republican theorist Kevin Phillips. "If the next four to six weeks don't end the recession, and there is a lot of evidence to say they won't, the Democrats are in a position to make a lot of noise.

"The difficulty is that they are really a bunch of - to say, 'second-rate' is kind - strategists," Phillips said. He points to a recent admission by the Internal Revenue Service that it has been pressed by the Bush administration to audit more middle-class taxpayers and fewer rich people. A sure-fire populist issue in the midst of tax season, Phillips said, and not a peep from the Democrats.

"Don't confuse ideas with themes," one Democratic adviser acknowledged. "There is still a feeling among people that we don't understand how they live. Bush tries to show that through visuals and some of his language, but there still probably isn't a Democrat who does it as well as Bush."

Although beating Bush is said to be too formidable a task, by honing a national identity the Democrats could ready themselves for any unforeseen opportunity next year, minimize losses in Congress and the state houses, and set themselves up for 1996. That makes the election important.

"There is a beginning of a Democratic message that is taking form. The question is, 'Is there a spokesman sufficiently daring to define these concepts and excite people?' " said Rep. Robert G. Torricelli of New Jersey.

Torricelli, a leader among the 86 House Democrats and 10 Democratic senators whose support for the immediate use of force in the gulf gave Bush the mandate for war, will not even concede a Republican lock on foreign policy.

"Democrats not only made the difference in providing the votes, but Democrats carried the war debate and drafted the resolution," he said. "We still live with the reality that some people are not convinced of our ability to adequately wield power . . . but the Democratic Party has always represented an activist foreign policy . . . and a commitment to enforce international law."

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While praising Bush on March 7, Kerrey, a Medal of Honor winner in Vietnam, said US success in the gulf would accelerate an ongoing process in which Democrats are shaking off the Vietnam syndrome.

"When Nelson Mandela, Vaclav Havel and Lech Walesa addressed Congress to thank Americans for their willingness to fight for their freedom, I knew I had been wrong to doubt the moral cause of Vietnam," Kerrey said. "And when I returned to Vietnam and Cambodia last year, I got a further reminder that freedom is not an abstract concept for those who are denied it.

"While I can never wear the boastful button of my GOP colleagues that proclaims, 'I voted with the president,' " Kerrey said, "my nature will not allow me to be overwhelmed with self-doubt. Instead, I choose to participate in the prideful sense that America has just done something good, even if I am not invited by the Republican National Committee to do so."

The core of the Democratic message is simple: Twelve years of GOP greed and mismanagement have bled the economy, threatened our ability to lead internationally, reduced the middle-class standard of living and battered the institution at the heart of American values, the family.

Based on principles such as economic growth, payroll tax cuts, reduction of the national debt through a tax on the wealthy, a nationalistic approach to foreign competition and new ways to help families pay for houses, medical expenses, child care and education, vast elements of the Democratic domestic agenda have proven popularity.

In a series of speeches, Gephardt summed up this agenda as "Policies that Work for People who Work: or, What I Learned in the Wal-Mart Parking Lot" - a reference to a day in Festus, Mo., when he says he was confronted by a woman who demanded, "Who fights for me?"

As he spoke before the Democratic National Committee on March 22, Gephardt cited Abraham Lincoln when telling the party hierarchy that to answer that woman's question "the dogmas of the quiet past are inadequate to the stormy present . . . we must think anew . . . we must disenthrall ourselves."

In addition to his now-standard refrains on trade and economic decline, Gephardt has added "Rewards for Results" - in which taxpayers are guaranteed a return for their money as additional federal spending on health care or education is steered only to programs that have met preset goals.

"The American people fear that government will be unable to deliver a dollar's worth of services for a dollar's worth of taxes. The beauty of the rewards for results system is that we don't spend any public money until the public's goal has been reached," Gephardt said.

Bentsen gave a series of six speeches around the country, between Feb. 5 and Mar. 12, in which he outlined several proposals. Among them was one to ease the credit crunch and boost the US savings rate via individual retirement accounts, in which interest could be earned tax-free, and used without penalty for college education, first-time home purchases or emergency medical bills.

In speeches at Harvard last September and before the National Press Club here in December, Cuomo attacked Republican fiscal policies for shifting the

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43d Engineer Battalion Army Unit it was attached to.

Both groups arrived in the Persian Gulf at about the same time, but the Army unit is scheduled to come home in about two weeks, according to Kirby. The guard unit, meanwhile, has been told that it will remain in the Gulf until the summer, despite a report in early March that the unit would be coming home in two weeks.

"My main complaint is that the regular Army unit could have been left there," Kirby said last week. "Instead, they're keeping a National Guard unit of part-time soldiers who need to get back to their careers." Kirby has not received a response from Cheney's office.

Quincy opposes power plant siting

Quincy officials have gone on record against a proposed power plant on the site of the MWRA's sludge treatment facility on the Fore River. In a letter to MWRA chief Paul Levy last week, Mayor James A. Sheets said city officials made it clear they do not want a generating plant there. The MWRA has floated the idea of building a power plant next to the sludge treatment facility so that waste heat could be used to dry the sludge - which will be turned into fertilizer pellets - thereby saving on fuel costs.

In addition to long-held concerns about the impact another smokestack would have on the health of residents, Sheets said the city's environmental consultant recently advised him that heating the sludge that way would increase odors.

LEVEL 1 - 30 OF 79 STORIES

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March 31, 1991, Sunday, City Edition

SECTION: FOCUS; Pg. A21

LENGTH: 1376 words

HEADLINE: Tsongas dodges deficit problem;
But manifesto tackles other issues head-on;
PRESIDENTIAL RACE

BYLINE: By Scot Lehigh, Globe Staff

KEYWORD: NAME- TSONGAS US POLITIC CAMPAIGN

BODY:

Paul Tsongas claims the nation's economic woes give the Democrats an opening to win the White House in 1992, and in his presidential campaign manifesto the former US senator purports to offer a damn-the-dogmas prescription for what America must do to regain its role as the world's pre-eminent economic power.

At the heart of Tsongas' message in that manifesto, "A Call to Economic Arms: Forging a New American Mandate," is a blunt economic message to a Democratic Party often preoccupied with a social agenda. "A party devoted to

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the purpose of carving up the economic pie should be alarmed by the reality that the pie is shrinking," he writes. "Democrats are going to have to go back to the original act - the creation of national wealth."

Although Tsongas confronts some domestic issues head on - proposing, for example, higher federal excise taxes on gasoline to spur fuel efficiency - his policy platform has one glaring omission.

Nowhere in its 82 single-spaced pages, in which Tsongas finds time to discuss America's spirituality, its culture, its philanthrophy and even its architecture, does he hint at how he would solve the huge federal budget deficit that continues to suck up vital capital in service of an economy-hobbling debt.

Early this month, when Tsongas was asked for his plan for reducing the budget, he responded, "At this point I am not really ready to talk about that," but said a budget freeze "is more where I'm coming from."

How much that omission weighs against the idea candidacy Tsongas wants to run is an open question. "Obviously the acid test of the willingness of any candidate to tell the hard and cold and stark truth to the American people is whether they are willing to step up to the deficit," notes Ralph Whitehead, a professor of journalism at the University of Massachusetts at Amherst.

Tsongas claims to be offering that unvarnished truth. "It's time we faced up to our peril," he writes. "The normal political instinct is to always engage in happy talk. It is courage which allows a politician to take a people beyond that." But to present the issue that way and then fail to address the deficit leaves legitimate - if unintended - doubt about just which instinct has prevailed with him.

Still, if Tsongas dodges that question, he does tackle others head-on. His central idea is simple: Rejuvenating the economy must be the nation's top priority. And in an era when some are willing to accept a continuation of the '80s transition toward a service economy, Tsongas is not.

"An ever less competitive manufacturing base inevitably means cataclysmic erosion of our standard of living," he writes, adding, "A nation without a manufacturing base is a nation heading toward third world status."

Lester C. Thurow, dean of MIT's Sloan School of Management, who read an early draft of Tsongas' paper and offered suggestions on it, says Tsongas is right in asserting that a healthy manufacturing base is crucial to maintaining America's standard of living.

"If you want to have a successful economy in the long run, you have to have a successful manufacturing sector," Thurow said. "If you look at services, there are a few high-wages jobs, but on average services pay wages that are about a third lower than manufacturing. So if you shift from a manufacturing economy to a service economy, you are going to lose about a third on the wage side."

Restoring the economy means embracing solutions that have been anathema to both liberals and conservatives, Tsongas writes - and he proceeds to do just that. Probably the most contentious will be his call for an industrial policy, long a bete noire of conservatives. Tsongas foresees the government making major investments in crucial technologies, forging joint-partnerships with

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The Boston Globe, March 31, 1991

private companies, and sponsoring more research and development.

I. M. Destler, a visiting fellow at the Institute for International Economics and a professor of political economy at the University of Maryland School of Public Affairs, says the basic argument in favor of an industrial policy is that government funds and coordination are needed to keep the nation competitive in emerging technologies, while those who argue against that role worry that an industrial policy is often tantamount "to trying to outguess the market and will lead to waste and inefficencies."

Destler's own view is that government efforts can spur more research than private companies would undertake on their own, but that the more specific government policymakers get in trying to select an industrial course, the more room there is for error. For example, he notes the Japanese Ministry of International Trade and Industry, often credited with sparking Japan's booming economy, thought in the immediate aftermath of World War II that it would be unwise for Japan to try to produce autos, and later counseled Honda not to try to produce cars in addition to motorcycles.

But Tsongas clearly thinks the potential benefits outweigh possible risks.

"We must think of government and industry as partners with the same level of enthusiasm, indeed patriotism, that the military-industrial complex generates for its joint mission," he writes. "American companies need the United States government as a full partner if they are to have any hope of competing internationally."

If that position may run afoul of conservatives, liberals would also have to swallow hard. Tsongas says the Democrats should eschew their urge to play class politics and endorse a capital-gains tax break for long-term investments in corporations, with a particular emphasis on investments in new enterprises. He also supports relaxing the antitrust laws to allow the joint ventures between companies he sees as essential to compete in the modern world economy.

Tsongas also offers an ideologically mixed menu when it comes to environment and energy policy. Liberals may applaud Tsongas' call for a recycling ethic and for measures like a tax on virgin raw materials to give market clout to that ethic; for conservation and for a regulatory framework to reward utilities that conserve; and for fuel-efficient cars and higher federal gasoline taxes to give fuel efficiency market encouragement.

But Tsongas' embrace of nuclear power as an essential energy source may be tough medicine for Democrats - particularly in New Hampshire, where opposition to Seabrook has imparted an antinuclear ethic to much of the party.

"There must be a major base load energy capability that is sustainable," Tsongas writes. "Inevitably that capability has to be nuclear."

A recent study by the National Cancer Institute that found no significant difference in cancer deaths between counties with nuclear power plants and those without them has given this country's moribund nuclear power industry a boost. But even Tsongas acknowledges there is no long-range solution for the problem of nuclear waste.

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In sum, with the notable exception of his failure to address the federal deficit, Tsongas' call to economic arms can lay claim to being politically iconoclastic. How unique it is, is another matter.

Although he stressed personal ability rather than policy prescriptions, back before the Massachusetts miracle went bust, Gov. Dukakis ran for president as an economic miracle worker ready to bring his putative Midas touch to the national economy.

But Thurow thinks Tsongas has already eclipsed Dukakis. "It is qualitatively different from what we talked about in the last election, which was nothing," he said. "If you think of Dukakis versus Bush, they didn't get down to any kind of serious issues. . . . Tsongas is at least trying to get a debate started."

The polite reviews Tsongas receives from the Democratic Leadership Council, a moderate mainstream group, make essentially the same point on his efforts to spark a debate. Although Bruce Reed, the DLC's policy director, says Tsongas' ideas "are not really new," he believes they could be helpful in setting the right Democratic tone for 1992.

"I think he makes a very good point that you can't redistribute wealth that hasn't been created," Reed said. "I think saying that the best social policy is a growing economy is an important point for Democrats to make."

GRAPHIC: PHOTO, AP PHOTO / Tsongas in Iowa: an ideologically mixed menu.

LEVEL 1 - 31 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 31, 1991, Sunday, City Edition

SECTION: FOCUS; Pg. A23

LENGTH: 1170 words

HEADLINE: Ten months to Iowa caucuses and . . . yawn;
Campaign silence a blow to state's two parties, commerce and political mystique;
PRESIDENTIAL POLITICS

BYLINE: By Curtis Wilkie, Globe Staff

DATELINE: DES MOINES

KEYWORD: US POLITIC CAMPAIGN IOWA

BODY:

On a glorious spring day last week when most of Des Moines seemed to be taking lunch outdoors, Paul E. Tsongas held a press conference in a stuffy room inside Iowa's capitol, and everybody in the State House press corps came.

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Instead of citing his audience as evidence of mounting interest in his campaign for the Democratic presidential nomination, the former senator from Massachusetts put it in perspective. "Iowa's going into withdrawal," he said, "and I'm something of a fix."

To the political junkies, it has been cold turkey since the predawn hours of Election Day 1988 when Michael S. Dukakis' campaign plane set down here, in darkness and spitting snow, on his final trip as Democratic nominee. Dukakis, like most presidential candidates, had been baptized in the Iowa caucuses at the beginning of that year, and he was pulled back for one last, symbolic visit a few hours before the polls opened and his defeat was sealed.

Another presidential cycle is approaching, and this time the situation is drastically different. With only 10 months remaining before the next Iowa caucuses, there is virtually no political activity in the state.

Tsongas was the first bona fide candidate to visit Iowa this year, and he stayed less than 24 hours this past week.

Four years ago, at this stage in the process, more than a dozen prospective candidates for president were prowling the state with the enthusiasm of spring gardeners. Bruce Babbitt, the former governor of Arizona, crossed the state by bicycle to promote his campaign for the Democratic nomination, while Republican Pat Robertson sought support in the heartland of America with evangelical zeal.

According to figures compiled by David Yepsen, the chief political reporter for The Des Moines Register, the 13 candidates who competed for votes on caucus night on Feb. 8, 1988, spent a total of 846 days in the state during the campaign cycle. At one time or another over the two-year struggle for recognition in Iowa, they deployed 596 staff aides in the state. Most of the candidates spent the legal limit, $ 750,000, allotted to them for Iowa expenditures. Some campaigns used loopholes in the federal election laws to spend more.

Other political figures, such as Sen. Joseph Biden, a Delaware Democrat, invested considerable time and money in Iowa before dropping out.

In the weeks before the 1988 caucuses, an estimated 3,000 reporters, photographers and members of television camera crews from around the world got press credentials in Iowa. Even the decaying hotels of downtown Des Moines, the homes for generations of traveling salesmen and Future Farmers of America conventions, were filled.

Politicians are to Iowa what bulls are to Pamplona.

To prepare for the coming event, the bar has been refurbished at the Savery Hotel, the prime watering spot for candidates, campaign aides and journalists. New hotels have been built in the city since 1988 to compete for the political trade.

The hotels and restaurants are still waiting for the influx. The biggest game in town, so far this year, was the state high school basketball tournament.

As Yepsen says, "No candidates. The hogs are not being mauled by candidates at photo opportunities. It's very quiet."

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The Boston Globe, March 31, 1991

When Rev. Jesse L. Jackson showed up in Iowa to make a speech last week on the same day that Tsongas arrived, it was front-page news. Like hungry heifers, four television cameras nuzzled near Tsongas at a breakfast meeting in Des Moines.

To use another agricultural analogy, the Iowa caucuses create a symbiotic relationship that is similar to the cowbird and the cow. The beast allows the bird to use its back for a resting place, and the bird feeds on the pests that swarm around cattle.

Over the years that the caucuses have grown in power, the visiting presidential candidates generated interest in politics while the two parties in Iowa fattened up in the process.

The activity surrounding the caucuses has been essential to party-building. Iowa is a state where both Democrats and Republicans have functioning party organizations, with networks of county chairmen and regular meetings. The spotlight of the presidential campaign brings glamour and importance to the process.

Dave Nagle of Cedar Rapids, a Democratic congressman and former state party chairman, was moved this past week to call the unwillingness of prominent Democrats to declare their candidacy "disgusting and disappointing."

Other party officials say they need the booster shot every four years as much as the state needs the commerce. Since the caucuses became significant 20 years ago, the number of voters participating has risen dramatically.

In 1976, when Democratic state chairman Tom Whitney sold tickets to local folks paying for the privilege of watching Roger Mudd and other familiar TV faces following returns at caucus headquarters, only 38,000 persons attended the Democratic meetings across Iowa's 99 counties. In 1988, more than 125,000 Democrats took part in the caucuses. Another 109,000 Iowans attended Republican caucuses the same night; only a few years ago, the GOP meetings were inconsequential.

The Iowa caucuses actually gained their first measure of notoriety in 1972. Sen. George McGovern, from neighboring South Dakota, used his organization - he would popularize the words "grass roots" - to take advantage of the tightly-knit caucus structure and finish a respectable second behind Sen. Edmund S. Muskie of Maine, at that time the prohibitive favorite to win the Democratic nomination.

Four years later, Iowa Republicans, recognizing the potential for publicity, decided to hold their caucuses on the same night as the Democrats.

That was the year the mythology of the Iowa caucuses was really established. Jimmy Carter, who was not being taken seriously, defeated the other contenders for the Democratic nomination. Almost lost in history is the fact that Carter, with only 27 percent of the vote, finished second. More than 37 percent of those attending the caucuses voted to stay uncommitted.

On the Republican side, a straw poll in 62 sample precincts revealed a weakness in President Ford's campaign that would be reflected later in the year. Ford barely beat a challenger named Ronald Reagan.

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With its high literacy rate and serious approach to politics, Iowa is considered a good laboratory for early presidential tests. New Hampshire, which holds the first primary and competes with Iowa for attention, snickered in 1988 when the caucus winners turned out to be a couple of losers: Democrat Rep. Richard Gephardt of Missouri and Republican Sen. Robert Dole of Kansas.

However, Iowa can claim some long-range prescience. A year before the 1980 caucuses, Rich Bond, an energetic young Republican strategist, set up a field operation in all 99 counties on behalf of George Bush. It was an impressive organizational performance, and Bush led a field that included Reagan and Howard Baker, the Senate Republican leader. The rest, as they say, is history.

GRAPHIC: PHOTO, 1. AP FILE PHOTO / The situation was different last time around, when George Bush admired the corn . . . 2. GLOBE STAFF FILE PHOTO/SUZANNE KREITER / . . . and Michael Dukakis checked out the livestock.

LEVEL 1 - 32 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

March 31, 1991, Sunday, City Edition

SECTION: NATIONAL/FOREIGN; Pg. 36

LENGTH: 819 words

HEADLINE: Cuomo leads Democrats in N.H. primary survey

BYLINE: By Scot Lehigh, Globe Staff

KEYWORD: NAME-CUOMO NEW HAMPSHIRE DEMOCRATIC PARTY POLL

BODY:

New York Gov. Mario Cuomo is the early, but not the clear, favorite for the Democratic presidential nomination among likely voters in the New Hampshire primary, according to a new poll. The survey showed Cuomo leading a field of 15 Democrats with 18 percent, followed by House Majority Leader Richard Gephardt and Senate Majority Leader George Mitchell, each of whom had 11 percent.

Four other declared or prospective Democratic candidates - former US Sen. Paul Tsongas of Massachusetts, Sen. Albert Gore of Tennessee, Sen. Lloyd Bentsen of Texas and former South Dakota Sen. George McGovern - finished with 7 percent each.

However, when voters were offered the choice of the Democratic candidates or President Bush, one-third chose the president.

But the poll, conducted by Maguire Associates of Concord, Mass., held out some hope for the Democrats: It indicated that the president's popularity is strongly tied to the success of the Gulf War and could face serious erosion if voters remain dissatisfied with the economy.

Completed on Thursday, the poll of 501 likely Democratic primary voters carries a margin of error of 3 to 4 percentage points.

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Pollster Jack Maguire said that the survey, which tested voter attitudes on a wide variety of topics, showed an overwhelming desire for a strong, charismatic leader who can get things done, and that Cuomo appeared to be benefiting from that wish. A liberal leader with those qualities might find that his personal characteristics can counteract the electorate's more conservative leanings, Maguire said.

When the Democratic field was stacked up against Bush, the president emerged as a clear winner. Bush tallied 33 percent of the likely Democratic voters in the sample, followed by Cuomo at 13 percent and Mitchell at 9 percent. Gephardt and Gore each had 5 percent.

The poll showed that Michael Dukakis, the former Massachusetts governor, was the least popular of any of the Democrats in the sample. Dukakis finished slightly below Boston University president John Silber, who reportedly had considered a presidential run before declaring March 8 that he would not be a candidate.

Despite Bush's generally strong numbers, pollsters Maguire and Jack Weeks, who conducted surveys for Silber during last year's Massachusetts gubernatorial campaign, said the questions that tested voter attitudes held some good news for Democrats.

For example, while 61 percent said the war had made them proud to be an American, 59 percent also agreed that Bush "should stop worrying about policing the world and start worrying about what is going on at home."

A vote cast in Congress by prospective Democratic candidates against the war was viewed by Democrats as a concern, but not an insurmountable one. Sixty percent said they would be willing to vote for a presidential candidate who had opposed the war if they thought he would be able to get the economy moving again, while 17 percent disagreed with that statement.

Meanwhile, 68 percent agreed with the statement, "If Bush thinks all he has to do is win a war to get reelected, he's wrong," while 17 percent disagreed. Asked to rank several issues, likely voters listed jobs and employment, the environment, and education as most important, exceeded only by the need for a strong and decisive president who can get things done.

Meanwhile, 61 percent said Bush "had been weak in domestic policy," compared with 13 percent who disagreed.

"Bush's popularity is very much tied to the war," Maguire said. "When the issues that surface are domestic ones, things change rather meaningfully. People are saying, 'We had better be at the nadir, and things had better move up. If we are not, our leaders are going to be held accountable.' "

Maguire's analysis showed that an entire group of issues had become associated with patriotism in the public mind. For example, getting tough with America's trading partners, balancing the budget and fighting crime have all taken on patriotic hues.

"This is a picture that has been understood by Republicans, who've wrapped themselves around the flag," he said. "Patriotism links to and defines so many other American values that by exploiting that linkage they can expect to grab

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I'd write David Duke offering him space on the Globe's Op-Ed page as the newspaper's conservative columnist.

And call it the Ku Klux Klolumn.

Written in white ink.

I'd start a movement to remove and sell the gold leaf on the State House dome and put the proceeds toward the 1992 deficit.

And cover the dome with tar paper.

I'd send postcards showing palm trees and surfers to every Democratic activist in the nation saying, "Kitty and I are tanned, fit and ready for 1992, Paul Tsongas be damned."

I'd lead a petition drive to restore the Miss Quincy Bay Beauty Pageant.

But call for equal treatment for male hopefuls.

And start bulking up at Mike's Gym.

And tell my barber to give me the Brian "Boz" Bosworth look.

And write Gen. Norman Schwarzkopf to keep his mitts off Madonna.

Or else.

There would be no end to my japes and jibes, at least on this day that I'd call my own.

And when it was over, and the targets of my mirth were smarting from my sass, I'd say to them all, never mind, it was all a joke, on account of the month and the day and the April fool in me.

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LEVEL 1 - 28 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

April 1, 1991, Monday, City Edition

SECTION: ECONOMY; Pg. 35

LENGTH: 728 words

HEADLINE: Manzi saves state!;
(and other news);
T.G.I.M.

BYLINE: By Alex Beam, Globe Staff

BODY:

Lotus Development Corp. chairman Jim Manzi announced over the weekend that he intended to donate "most" of the $ 40 million he earned in the late 1980s

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The Boston Globe, April 1, 1991

to the state of Massachusetts, to forestall the planned layoff of 6,000 state workers. "I've got mine," Manzi said in a prepared statement. "It's time to give something back to the community." Gov. Weld linked the Manzi bequest to "a new era of altruism" in the Bay State. In that vein, Weld backed off his demand that the Legislature approve $ 20,000 a year pay raises for his cabinet officials. "These people all live in Weston and Wellesley," Weld said. "They'd just lose it in taxes." . . . In other political news, 100,000 eager New Hampshire voters jammed the New England Speedway to cheer probusiness Democratic presidential candidate Paul Tsongas. "He's incredibly dynamic!" one bystander told the Associated Press. "If only the Democrats had put up a candidate like him three years ago!" . . . Often-quoted never-heeded Harvard social theorist Robert Reich said he would halt the eight-year serialization of his books in the Atlantic Monthly and the New York Times Magazine and suspend his three-a-day public radio appearances while he hashes out a neo-Darwinian economic synthesis. "It's lapdog-eat-lapdog out there on the talk show circuit," Reich said. "It's time I changed my thinking accordingly." . . . Elsewhere at the World's Greatest University, newly selected president Neil Rudenstine promised to continue Derek Bok's tradition of publishing annual, book-length pronunicamentos on subjects he knew nothing about, e.g. computers, business education. "I'm totally ignorant of the physical sciences," said Rudenstine, describing one of his unique qualifications for the WGU job. "I think I'll check them out." . . . In sports news, Celtics coach Chris Ford confirmed to reporters that several team members had been grousing about Larry Bird's poor shot selection, and said their complaints were justified. "Three for 11, 5 for 17 - give me a break!" Ford said. "If he were black, he'd be riding the pine." . . . New England Patriots owner Victor Kiam said he still hadn't made up his mind whether to move the team to Baltimore, describing the decision as one of the most agonizing of his business career: "It's a classic bitch." . . . Canton-based Reebok International said it would cancel all its television advertisements pitching $ 100 basketball shoes to disadvantaged minority consumers. "It's just plain wrong," founder Paul Fireman said in an interview. "We sponsored those gasbag human rights awards as conscience balm, but now we're going to do the right thing." . . . Bank of New England chief Larry Fish disclosed that he would cease all litigation against fellow racquet sport enthusiast Harold Brown. "Conflict is not the way of the dharma," Fish told an astonished group of reporters. "Harold has suffered enough." . . . In other legal activity superlaywer Robert Popeo said he and his client, Edward (Competitive Bid) McCormack had negotiated a 5-year standstill agreement with The Boston Globe's investigative Spotlight team. "We want to break the vicious cycle of sensational disclosures which we inevitably force them to retract," Popeo said. As part of the settlement, Popeo said he would transfer his charitable Drop-a-Dime activities from the defunct Boston Herald to the Globe . . . Sadly, Herald publisher Patrick Purcell confirmed that the feisty tabloid would stop the presses at noon today. "It was the Pamela Smart phone poll that really clinched my decision," Purcell said in an emotion-filled newsroom speech. "I looked in the mirror the next morning and saw Steve Mindich's face. When a newspaper's just a front for a 900 phone business, you're not really in journalism any more." . . . Globe publisher William Taylor announced the creation of 500 new jobs for furloughed Herald scribes, who would be put to work immediately hand-copying the teeny-weeny, 9-digit Gemstar codes into the Sunday Globe's 800,000 television guides. "This solves a very difficult production problem for us," said Taylor, who added that the jobs would be classified as management positions and exempt from union membership . . . Taylor also announced that Good Friday would become an official Boston Globe holiday, to discourage staffers from writing moronic April Fool's columns.

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The fact that House Speaker Charles Flaherty will introduce Tsongas also speaks to Tsongas's credibility, says Rizzo. "Charlie Flaherty does not usually align himself with lost causes," Rizzo said. "He is a shrewd, astute person, yet he is going to be introducing the next presidential nominee."

Well, maybe. But apparently not even Rizzo can bring himself to say "the next president."

LEVEL 1 - 22 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

April 7, 1991, Sunday, City Edition

SECTION: LEARNING; Pg. B1

LENGTH: 556 words

HEADLINE: Even public-relations aides are leaving;
On Campus

BYLINE: By Anthony Flint, Globe Staff

KEYWORD: COLLEGE

BODY:

A further sign that times are tough for colleges and universities these days: a flurry of resignations by public-relations people at area institutions lately. Perhaps the news is just getting too bad to spin.

Thomas Cashman, vice president of public affairs at Boston University, which faces a projected $ 4 million budget deficit, is leaving at the end of the academic year. He is reportedly headed for Colorado, to join his fiance there.

Robert Mitchell left his job as director of news and media relations at Brandeis University, also stuck with a deficit and so far unable to land a new president. Mitchell has become director of public relations for the Museum of Fine Arts.

And Alix de Siefe, press director at Northeastern University, has left that school for the public sector: a temporary post with the State House press office, working for Gov. Weld. Her husband, Dan Small, worked with Weld in the US Attorney's office, where he hammered away at former Boston Mayor Kevin White, who is now at BU.

Aside from the irony of moving from one listing ship to another - at Northeastern, de Siefe had to field questions on layoffs, budget deficits, student murders and enrollment declines - there is word that the parting with Huntington Avenue was not entirely amicable. Her husband's legal expertise may come in handy.

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The Delta Kappa Epsilon fraternity has filed suit against Middlebury College, claiming the Vermont liberal arts school has violated its constitutional rights by ordering that women be admitted.

"This is the latest outbreak of political correctness in the Northeast," said David K. Easlick Jr., executive director of the "Dekes," whose members include President Bush, Vice President Dan Quayle and former President Gerald Ford.

Like many other colleges, Middlebury has decreed that campus fraternities can remain only if they go co-ed; other schools have banned the frats altogether. Easlick said the order violates the fraternity's rights to association, contract and free speech.

Pell plight

Perhaps because of their higher income levels, college students in New England get fewer federal grants and borrow more than counterparts in other areas of the country, the New England Board of Higher Education reports.

While the number of Pell Grants awarded nationally rose 4 percent between 1989 and 1990, the number of New England recipients dropped .2 percent, continuing a five-year downward trend. While borrowing under the Stafford federal guaranteed student loan program increased just 1 percent nationally, it rose 21 percent in New England.

Conflict fright

Now that former Sen. Paul Tsongas seems ready to seek the Democratic nomination for president, there are rumblings that he should consider stepping down from his post as chairman of the Board of Regents of Higher Education, which affords him much free press, under a Republican governor, no less.

"If at any point people decided it was not appropriate or that there were conflicts, I would be pleased to step aside," Tsongas said at a press conference this week held to discuss Weld's education policy.

Noting that he was praising a report by the governor's education adviser, Tsongas touted his non-partisan ability to "congratulate a Republican governor when he does something we agree with."

LEVEL 1 - 23 OF 79 STORIES

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April 7, 1991, Sunday, City Edition

SECTION: FOCUS; Pg. A21

LENGTH: 1184 words

HEADLINE: The sweet sound of campaign silence;
Press may worry, but the people don't;
PRESIDENTIAL POLITICS

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The Boston Globe, April 7, 1991

BYLINE: By Martin F. Nolan, Globe Staff, Martin F. Nolan is a Globe associate editor.

KEYWORD: US POLITIC CAMPAIGN GEORGE BUSH FORECAST NAME-MONROE HISTORY

BODY:

What if they gave an election and nobody came? In recent presidential contests, the most prominent MIAs have been voters, only half of whom posted at the polls in 1988. They are now joined by candidates, would-be Democratic presidents, driven into bashful retreat by the popularity of President Bush and also, perhaps, by the poverty of their own ideas.

Will 1992 repeat the lopsided election of 1820, when James Monroe was reelected in an "era of good feelings"? That election also featured the postwar phenomenon of a party reduced to rubble.

Madison won the Electoral College, 231-1, deprived of a unanimous verdict by one dissenting elector. "The Federalist party itself had been largely destroyed by its resistance to the War of 1812," Arthur M. Schlesinger Jr. wrote in "The Age of Jackson." Some Federalists later regrouped as Whigs, then became Republicans in 1860.

The supposed horror of the endless campaign, with Democratic early birds often turning into turkeys, is now replaced as punditry's totem of concern by a sawed-off, underpopulated contest. Concern for the future of the Democratic Party and the absence of presidential politics is so far limited to political journalists and their camp followers among consultants, kibitzers and political junkies.

Senate Majority Leader George Mitchell of Maine, who joined the growing herd of official noncandidates last week, said on "Meet the Press" that his constituents rarely complain about noncandidates. "It's a problem for the press, but not the public. I've been asked that question several hundred times - never by anyone who wasn't a reporter. The American public is not clamoring for permanent political campaigns, although the press may be. In fact, I think they like the idea that these campaigns go on all the time," Mitchell said. "From the stand-point of a partisan Democrat, we had long campaigns in '88 and '84, and what did it get us?"

Zip, answers Democratic national chairman Ron Brown, who also professes to see the silver lining in a quiet, uncluttered field. In an interview in Boston last week, Brown outlined the reasons for his astonishing optimism and added, "Besides, campaigns are too damn long, anyhow."

Paul Tsongas and George McGovern, tilting against corncrib windmills of apathy in Iowa, have the scene to themselves, perhaps soon to be joined by Virginia Gov. Douglas Wilder, limited by his state's constitution to one term as governor. They may be more informative if no more successful than the 1988 warriors. Four years ago, the candidates were called "the seven dwarfs," with Gary Hart in the far-too-demanding role of Snow White. Politics, like nature, abhors a vacuum and usually fills it with mischief. Many 1992 scenarios, mostly fanciful, involve the future of Vice President Quayle.

"What we face in 1992 is the possibility that there will be no Democratic candidate for president," Ross K. Baker of Rutgers University wrote a month

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The Boston Globe, April 7, 1991

ago amid yellow-ribbon euphoria. "We may well have the first presidential election that goes to the incumbent by default."

William H. Wainwright, the inventive Boston sculptor and architect, suggests that the Democrats "make a gesture for the long-term good of the nation. They should nominate Dan Quayle as the Democratic candidate. The party and Dan would then go down to the predicted defeat, but the country would be saved from Quayle's possible candidacy in 1996."

Charles McDowell of The Richmond Times-Dispatch, after checking White House reaction to another fanciful ticket for the Democrats - Bush and Gen. Norman Schwarzkopf - reported that spokesman Marlin Fitzwater "thought President Bush was always open to bipartisan undertakings. He suspected that Bush would accept the Whig nomination if it were offered."

Theo Lippman Jr., in The Baltimore Sun, describes slightly more serious Washington chatter of a national unity slate, "composed of George Bush for president and some prominent Democrat for vice president." Even if unlikely, Lippman says that prospect might please Albert Gore Jr. with the analogy of "an extraordinary step by a president, but not an unprecedented one. In 1864, Abraham Lincoln dumped his Republican vice president for a pro-war Democratic senator from Tennessee. . . . He wanted to show in the midst of civil war that he was not a region's president, not a party's, but the nation's."

Realistically, Lippman adds, "Dumping Dan Quayle for another Republican is out of the question. It would raise questions about the original choice. Dumping him for a Democrat would be the logical, non-apologetic act of a president determined to have history record of him that he ended the divisive, bitter, negative, partisan politics of presidential elections and divided government."

Such a goal was pursued by Monroe, the nation's fifth president and the first to emphasize national unity. Monroe's presidency was baptized "the era of good feelings" in Boston by Benjamin Russell, writing in The Columbian Sentinel. On a trip to the former Federalist bastion of Boston in 1820, Monroe was awarded an honorary degree from Harvard and saluted at a dinner given by the former Federalist president, John Adams, whose son, John Quincy Adams, served as secretary of state in Monroe's Cabinet.

The good feelings were evident when a crowd of 40,000 - huge in terms of the population of that day - cheered Monroe on Boston Common. The reception was chillier in New Hampshire, where Gov. William Plumer refused to call out the state militia to honor Monroe. As a member of the Electoral College later that year, Plumer refused to aid Monroe's bid for a shutout and voted for John Quincy Adams, much to the latter's embarrassment.

Historians of the time interpreted Plumer's dissent as a tribute to George Washington, the only president previously elected by unanimous vote. Like many of today's politicians, however, Plumer had the next election in mind. He said he wanted to push Quincy Adams for the 1824 election, which Adams won after a "corrupt bargain" and subsequent partisan rancor that abruptly ended the "era of good feelings."

Like Bush, Monroe was a war hero, wounded as a teen-ager in the Battle of Trenton in the Revolutionary War. Like Bush, he was underestimated by his

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peers. Rufus King of New York said Monroe "had the zealous support of nobody, and he was exempt from the hostility of everybody." John Randolph of Virginia described Monroe's apparent popularity as "the unanimity of indifference, not of approbation."

Monroe was understandably pleased with the notion of one-party government. Like the Founding Fathers, he thought parties were "the curse of the country," leading to unseemly factionalism. "Surely our government may go on and prosper without the existence of parties," he said in October 1820. "The existence of parties is not necessary to free government."

That view finds favor in the White House today and, by default, among the bashful Democratic candidates mired in indecision, leaving the plains of Iowa and the hills of New Hampshire eerily echoing the sounds of silence.

GRAPHIC: PHOTO, 1. James Monroe 2. George Bush

LEVEL 1 - 24 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

April 5, 1991, Friday, City Edition

SECTION: OP-ED; Pg. 15

LENGTH: 655 words

HEADLINE: Status-quo busters

BYLINE: By Thomas Oliphant, Globe Staff

DATELINE: WASHINGTON

KEYWORD: US POLITIC GEORGE BUSH

BODY:

During one of President Bush's less stellar weeks in office, it seems safe to note that at least the formalities of an election next year will be observed.

With Bush tongue-tied and wishy-washy in the face of Saddam Hussein's US-unopposed slaughter of Iraqis who the president encouraged to revolt, and with the end of the recession's most painful symptoms not yet at hand, the Democrats' weak hearts are entitled to a few irregular beats.

In a quiescent pre-campaign period, though, it is odd that what action there has been has occurred on the fringes of Washington-dictated respectability - in Richmond's cradle of the Confederacy, where Democratic presidential candidacies have been unwelcome for a generation, and in a recession-ravaged Massachusetts, currently in the grip of an inept offshoot of Reaganism.

Compared to the backing and filling of their more famous potential competitors, Virginia Gov. Doug Wilder and former Massachusetts Sen. Paul Tsongas are commendable oddities. Even in a media culture obsessed with foregone conclusions, they have demonstrated that people with something

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The Boston Globe, April 5, 1991

serious to say can begin to fill vacuums.

Odder still is the fact that stirrings on the fringe of Democratic power centers (there's a contradiction) continues.

In Little Rock, Arkansas Gov. Bill Clinton is playing the Hamlet role he played with such a lack of distinction four years ago. However, his advocacy of education reform and ties to the status-quo-challenging Democratic Leadership Council are available routes to candidacy.

More interesting is the faint but real chance for something truly out of the ordinary - a non-Washington, nonpolitician conservative with ideas designed to unabashedly attack prevailing governmental wisdoms.

From the business world and from academia, H. Ross Perot and John Silber have a better view of American dissatisfaction than nearly all Washington-based dependents on these alleged wisdoms. Neither is suicidal, but each holds his views passionately and is unafraid of advocacy. Each also has spent a career ruffling feathers - not always a virtue but not a capital offense either.

More important, each is capable of filling a niche on the unstable political spectrum. The niche shares Gov. Wilder's enthusiasm for cutting federal expenditures, but transcends it with a bolder commitment to such selected priorities as education and children of poverty. It shares Tsongas' innovative thinking about the revival of manufacturing but is perhaps more boldly activist.

In foreign policy, it is more assertive of distinctly American interests, unapologetically anticommunist, and marginally more prone to the use of unilateral force in crises. And in social policy, it is more conservative in style and values and more so in substance in some areas such as crime.

Silber and Perot share anti-Establishment images, richly merited. Perot is a self-made technology pioneer who merged with and then challenged the corporate mastodons of General Motors. Silber mashed toes by the hundreds building Boston University; by the sheer force of his ego, will and ideas he won last year's Democratic nomination for governor, and only an instructive inability to control himself cost him the election by a hair.

Each also has legitimate foreign policy credentials. Perot achieved celebrity status for his activity on behalf of US prisoners of war in Vietnam and extracted his executives from revolutionary Iran; he also has ties to the intelligence community. Silber was actively allied with President Reagan's Central American policies.

Above all, neither has any connection to the status quo; in fact, both are genuinely angry about it and have the ability to speak to Americans' anger.

There is time for the party's big guns to run for president, if any will. In the meantime, their slowness and semipublic maneuvering and calculating may fuel a subversive thought: who needs 'em?

LEVEL 1 - 25 OF 79 STORIES

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Gore, a possible presidential candidate, acknowledged the popular support for the Persian Gulf War and the victory won there by the US-led coalition, but he faulted President Bush for not defending the Kurdish population in northern Iraq from the forces of Iraq's president, Saddam Hussein.

"It defies our sense of moral justice," he said. "It erodes our sense of compassion."

He compared the decision not to defend the Kurds to the Russian army's decision to stand outside Warsaw near the end of World War II, "postponing liberation deliberately to give the Nazis just enough time to finish butchering the Polish resistance."

Domestically, he said the Bush administration opposes policies that would help average Americans.

"We drew a line in the sand in the Persian Gulf," said Gore, who voted to authorize military force against Iraq. "Now it's time to draw a line down Main Street and show American families we're on their side."

Gore criticized Bush for an energy policy that the senator said "is exactly like our policy toward Saddam Hussein before Aug. 2. He's hoping the problem will go away if we ignore it."

He also assailed Bush for supporting further reduction in the capital gains tax - which Gore said would only help rich Americans - and for vetoing parental leave proposals in Congress.

Asked whether he would become a candidate for president, Gore said he thought Bush would be more vulnerable in 1992 than "conventional wisdom" today allows. But he said he had not decided. "I'm sure there is a deadline on the horizon, but I don't see it yet."

Gore said former Sen. Paul Tsongas of Massachusetts, the most prominent Democrat to indicate his intention to run, is "thoughtful" and would be a "very substantial candidate."

Gore warned against environmental dangers, such as the depletion of the ozone layer, that he said need to be approached in cooperation with other nations. "On these issues and scores of others affecting American families, there is now no leadership from the president," he charged. "No vision thing."

LEVEL 1 - 20 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
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April 12, 1991, Friday, City Edition

SECTION: METRO/REGION; Pg. 3

LENGTH: 602 words

HEADLINE: Tsongas confronts head on his most vexing question.

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BYLINE: By Stephen Kurkjian, Globe Staff. Scott Lehigh of the Globe staff contributed to this report.

DATELINE: WASHINGTON

KEYWORD: NAME- TSONGAS CAMPAIGN POLITIC

BODY:

Standing before television kleig lights yesterday, Paul Tsongas used his first major precampaign speech here to answer the most vexing question about his potential presidential candidacy: After Michael Dukakis in 1988, is the country ready for another liberal Greek from Massachusetts running for president?

As for his Greek heritage, Tsongas told the National Press Club audience, he is proud.

As for his liberalism, he said, it extends only to certain social issues; on the environment and the economy he is more "realist" than liberal.

And as for coming from Massachusetts, Tsongas declared: "You know, George Bush was born there . . . . When he apologizes, I'll apologize."

Tsongas, who says he will announce his candidacy officially on April 30, acknowledged that his quest is a long shot. But he presented himself as ready to play the role of "Paul Revere," to impress the need for an economic revitalization of the country.

"This country needs an economic Paul Revere," he declared. "There is an economic peril, and avoiding it will only prevent us from overcoming it."

He said the Democratic Party must avoid its past mistakes of bashing the business community if it hopes to take political advantage of the Republicans' economic failings. "If the Democrats don't take advantage of this opening, it's our fault.

"In 1992, we're going to be a probusiness Democratic Party. We're going to reach out to the business community," Tsongas said.

While his speech provided no surprises, it was an important hurdle for a fledgling campaign. His address was covered live by the C-Span television network and received a warm reception from the audience of approximately 250 people, most of them political operatives and reporters. Following his speech, he flew back to Boston for a fund-raiser.

Later, at the $ 1,000-a-plate function at the Lafayette hotel, most of Tsongas' remarks were self-effacing jokes about his long-shot prospects. But he also told his supporters that the long odds that have kept better-known Democrats on the sidelines have created an opportunity for him and his message of probusiness liberalism. Fund-raiser Nick Rizzo estimated that the event grossed $ 268,000.

Tsongas, whose Washington address marked the beginning of a delayed season of campaign speeches, said Democrats must emphasize in the coming campaign the extent to which the US economy has deteriorated since President Reagan's election in 1980.

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Japan and Germany have surpassed the United States as world economic powers during the Reagan and Bush presidencies and the American national debt has grown from less than $ 1 trillion to more than $ 4 trillion, he told the National Press Club.

"I want America to regain its economic independence, its economic preeminence," Tsongas said. "I want America to regain control of its economic destiny. Yet all I hear in Washington is avoidance."

Tsongas is the only Democrat so far to say he will formally announce his candidacy, although Gov. Douglas Wilder of Virginia, the first elected black governor in the nation, has formed a committee to explore his candidacy and several others have hinted that they may get into the race.

The most enthusiastic response during the luncheon address came when Tsongas charged Bush with immorality in looking to polls before tackling tough domestic issues such as education, crime and environment.

"Read my lips, no new taxes," said Tsongas of Bush's campaign theme in 1988. "It was great theater . . . but what he really meant was read my lips, add more debt. Great politics . . . but generationally immoral."

GRAPHIC: PHOTO, Paul Tsongas (left) chats with his doctor, Tak Takvorian, before his speech yesterday in Washington. AP PHOTO

LEVEL 1 - 21 OF 79 STORIES

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April 11, 1991, Thursday, City Edition

SECTION: METRO/REGION; Pg. 30

LENGTH: 179 words

HEADLINE: Tsongas reaches out - for cash;
NOTES FROM THE HILL AND THE HALL

BYLINE: By Scot Lehigh

BODY:

Democratic presidential candidate Paul Tsongas hopes to raise a quarter of a million and quash as many doubts with a fund-raiser tonight at the Lafayette Hotel. Long-time Tsongas fund-raiser Nick Rizzo, who cobbled the $ 1,000-a-head dinner together in 3 1/2 weeks, says tickets sales have already hit 250. That may not match the Midas touch Bob Farmer displayed on Gov. Dukakis's behalf in 1987 and '88, but it's still a decent take, even by presidential campaign standards.

"I think it will give him credibility as a candidate," said Rizzo. "It shows he can raise money, which is always a question, especially for a candidate who has been out of office for seven years."

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their official capacity." The law also forbids private parties from offering or giving anything valued at more than $ 50 to public employees "for or because of any official acts the employee would or could perform."

Bits & pieces

The Randolph Democratic Town Committee will not be hearing from Thaleia Tsongas Schlesinger this week because of a scheduling conflict, but local Democrats will meet Paul Davis, deputy field director for the all-but-announced presidential campaign of former US Sen. Paul Tsongas, Thursday at 8 p.m. at Randolph Town Hall . . . While voters in town after town have embraced the idea of commuter trains rumbling through, 747s flying overhead are another thing, thank you. By better than a 4-1 margin, voters in Middleborough last Saturday answered "No" to a non-binding referendum question that asked, "Do you favor Middleborough as the site of a new international airport serving the Northeast United States?" A Middleborough site is among 11 being considered by the Massachusetts Aeronautics Commission as the location for a new international airport.

GRAPHIC: PHOTO

LEVEL 1 - 15 OF 79 STORIES

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April 14, 1991, Sunday, City Edition

SECTION: FOCUS; Pg. A31

LENGTH: 111 words

HEADLINE: SHORT CIRCUITS;
SHORT CIRCUITS

BYLINE: Compiled by Globe staff writers.

BODY:

Which way did they go, boss? Vice President Dan Quayle acquired a reputation during the 1988 presidential campaign as one whose tongue can get twisted. Last week in Boston, he earnestly told the American Society of Newspaper Editors that the Iraqi people ought to be allowed to determine "their own destination." Speaking of destinations, the veep apparently has one in mind for former Sen. Paul Tsongas and his presidential candidacy. "For Republicans, Boston and Massachusetts is not just the cradle of liberty but also the cradle of Democratic presidential candidates," Quayle said. "We had one in 1988 and some are hoping we will have one in 1992."

LEVEL 1 - 16 OF 79 STORIES

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April 14, 1991, Sunday, City Edition

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SECTION: FOCUS; Pg. A31

LENGTH: 51 words

HEADLINE: SHORT CIRCUITS;
SHORT CIRCUITS

BYLINE: Compiled by Globe staff writers.

BODY:
A Boston fund-raiser last Thursday grossed presidential hopeful Tsongas $ 268,000, but in Washington he picked up an equally important plum: his first bona-fide puff piece, destined to become a campaign handout, penned by former Boston writer Steven Pearlstein in The Washington Post's Style section.

LEVEL 1 - 17 OF 79 STORIES

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April 14, 1991, Sunday, City Edition

SECTION: FOCUS; Pg. A31

LENGTH: 41 words

HEADLINE: SHORT CIRCUITS;
SHORT CIRCUITS

BYLINE: Compiled by Globe staff writers.

BODY:
Meanwhile, Tsongas has hired Peggy Connolly as press secretary for his long-shot presidential bid. A former Lowell native, Connolly has experience that includes stints with both the Democratic Senate and Congressional campaign committees.

LEVEL 1 - 18 OF 79 STORIES

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April 13, 1991, Saturday, City Edition

SECTION: OP-ED; Pg. 23

LENGTH: 321 words

HEADLINE: QUOTES OF NOTE

BODY:
The flagrant and absurd falsehoods . . . clearly exceed the bounds of decency." / RONALD REAGAN commenting on Kitty Kelley's biography of his wife Nancy
It's a shocking book because people are so surprised to see the Reagans aren't

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HEADLINE: Tsongas to quit regents post

BYLINE: By Anthony Flint

KEYWORD: NAME- TSONGAS RESIGNATION CAMPAIGN POLITIC MASSACHUSETTS EDUCATION

BODY:

Paul Tsongas said yesterday that he would resign as chairman of the Board of Regents of Higher Education because he is too busy running for president.

"I cannot devote the time that the system needs," said the former US senator, who was appointed chairman by Gov. Dukakis in 1989. Tsongas is formally announcing his quest for the Democratic presidential nomination next week.

The Lowell native has been under some pressure to step down from the regents post because he has become an active political candidate.

However, Tsongas said he would prefer not to resign until the current dispute over tuition increases at the state colleges is resolved.

A regents subcommittee deadlocked 4-4 Tuesday on proposed tuition hikes of between 15 and 32 percent, which would make Massachusetts public institutions among the most expensive in the nation.

The full board is scheduled to vote on the increases next Thursday.

LEVEL 1 - 8 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
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April 21, 1991, Sunday, City Edition

SECTION: FOCUS; Pg. A37

LENGTH: 47 words

HEADLINE: SHORT CIRCUITS

BYLINE: Reported by Globe staff writers.

BODY:

Paul Tsongas' long-shot presidential campaign may not be in the fast lane yet, but he's attracting the support of some who are. Former Eagles lead singer Don Henley recently sent the former senator a check for $ 1,000. Robert Farmer, DNC treasurer, has also ponied up a grand.

LEVEL 1 - 9 OF 79 STORIES

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April 21, 1991, Sunday, City Edition

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SECTION: METRO/REGION; Pg. 15

LENGTH: 468 words

HEADLINE: Patrick Kennedy says GOP exploiting rape case

BYLINE: By Bob Hohler, Globe Staff

DATELINE: MANCHESTER, N.H.

KEYWORD: NEW HAMPSHIRE POLITIC NAME-KENNEDY REPUBLICAN PARTY

BODY:

Patrick Kennedy yesterday accused "the Republican establishment" of using an alleged rape at the Kennedy compound in Palm Beach, Fla., as a political weapon against his family.

"It's the old Lee Atwater tactics of '88 come back," Kennedy told reporters after delivering the keynote speech at the New Hampshire Democratic Party's "Unity '91 Convention."

Kennedy, 23, a Rhode Island state representative and the son of Sen. Edward M. Kennedy, said Republicans have tried to exploit the alleged rape for political gain because his father is "feared" as powerful opposition.

"The establishment has fueled this thing because they're really threatened by the kind of mission my father is on on Capitol Hill," Kennedy said as he left the convention at Manchester's John F. Kennedy Memorial Coliseum.

"This isn't the first time you've seen this kind of movement to constantly distract the press," he said. Kennedy said Atwater, who died this year from a brain tumor, used similar tactics as President Bush's campaign manager in 1988.

Kennedy, a senior majoring in philosophy at Providence College, was at the Kennedys' Palm Beach estate when a 29-year-old woman was allegedly raped there on Easter weekend. Palm Beach police have identified Kennedy's 30-year-old cousin, William Kennedy Smith of Washington, as a suspect in the alleged rape.

Smith, through his lawyers, has denied wrongdoing. And Patrick Kennedy has stood by him.

"My cousin Willie is a close friend of mine," Kennedy said, "and I can't imagine him at all being someone who could do something he is alleged to have done."

Kennedy was called "the future of America" in an introduction by Chris Spirou, chairman of the New Hampshire Democratic Party. In his speech, Kennedy thanked Spirou for not reneging on Kennedy's invitation to address the convention, an invitation Spirou made six weeks before the alleged rape in Palm Beach.

"In honoring this invitation, Chris has demonstrated the truest form of political courage, which President Kennedy most admired - grace under pressure," said Kennedy, the nephew of the late president and the late Sen. Robert F. Kennedy.

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In his speech, Kennedy urged New Hampshire Democrats to complete "the unfinished business" of his father and uncles and asked that the convention be dedicated to New Hampshire's Dunfey family, who helped President Kennedy win the 1960 election and have been key players in Democratic politics for more than 30 years.

Although presidential candidates normally would abound with the New Hampshire primary less than 10 months away, the only sign yesterday of the pending election was a makeshift table occupied by volunteers for Paul Tsongas, former US senator from Massachusetts, who has said he will soon announce his candidacy for the Democratic nomination.

GRAPHIC: PHOTO, PATRICK KENNEDY Cited GOP-style tactics

LEVEL 1 - 10 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

April 18, 1991, Thursday, City Edition

SECTION: METRO/REGION; Pg. 22

LENGTH: 502 words

HEADLINE: Tsongas endorses nuclear power

BYLINE: By Scot Lehigh, Globe Staff

KEYWORD: NAME- TSONGAS CAMPAIGN POLITIC

BODY:

Nuclear power has to be a fundamental part of this country's energy mix, and the federal government should designate approved nuclear power plant designs and help find sites for new facilities, Democratic presidential hopeful Paul Tsongas said yesterday.

"There is no way in my judgment that this country can avoid the nuclear option," Tsongas told members of the Northeast Gas Markets Inc., an umbrella group for the natural gas industry. "There is no long-term energy policy that negates the use of the nuclear option."

Speaking to reporters after his speech at the Westin Hotel, Tsongas said the threat of global warming, which is worsened by use of fossil fuels, should make nuclear power a preferred energy option.

"You have a choice: You can worry about nuclear waste or you can worry about massive, massive volumes of carbon dioxide," the former senator said. "I would much rather deal with nuclear waste than the irresolvable issue of billions and billions and billions of cubic feet of carbon dioxide. That is the real-world choice that we are faced with."

Tsongas told the natural gas distributors that the federal government should convene a group of utility experts and large contractors with expertise in building nuclear plants and "begin to push for prototypes, two or three

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smaller modular nuclear power plants using technology that we now have available to us." One possibility, Tsongas said, would be to let various groups submit competing designs and have the government select the best ones as standards for the future.

Tsongas said government should "use its resources to bring the first prototypes on line" and offer "support in terms of siting and those kinds of things" for other proposed plants.

As a second prong of an energy policy that he joked would offend both energy producers and environmentalists, Tsongas called for an annual increase of 3 to 5 cents per gallon in federal gasoline taxes to encourage consumers to buy fuel-efficient cars.

Such a yearly increase would not be an "enormous jolt" to consumers but would promote fuel conservation by letting drivers know that gasoline prices would be going up each year and that they should "make . . . purchasing decisions of automobiles accordingly," he said.

But Tsongas acknowledged that changing the country's energy consumption habits would be difficult. "It is a lot easier to vote to go the Persian Gulf than to vote for a gasoline tax," he said. "So I think it is an incredibly difficult process, but one we simply have to take."

Afterward, Tsongas said he had not yet decided how high he would want gasoline prices to go. Although he said he did not favor prices increasing to the $ 3 to $ 5 a gallon commonly paid in European countries, he maintained that this country could absorb a 30 to 50 cent increase per gallon over a decade with few problems. "It is not the dollar amount, it is the message," he said. "What I am trying to do is figure out a way of sending a signal without economic dislocation."

LEVEL 1 - 11 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
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April 17, 1991, Wednesday, City Edition

SECTION: OP-ED; Pg. 11

LENGTH: 706 words

HEADLINE: Playing politics with education

BYLINE: By Thomas Oliphant, Globe Staff

DATELINE: WASHINGTON

KEYWORD: EDUCATION POLITIC GEORGE BUSH US SCHOOL

BODY:

Illusion being more powerful than reality, President Bush will gather garlands tomorrow for performing what amounts to clerical and custodial chores.

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His actions should be encased in simple Bush-speak - "the education thing." In deference to the president's and the media's preference for illusion, however, they will be described as bold, wide-ranging challenges. The ravenous appetite for something "new" will avoid any serious focus on just what our self-proclaimed education president has been doing for the past 27 months.

With elaborate orchestration, Bush will, for example, support the idea of regular, national testing of students to measure change in basic competence in English and math. How else, one might ask, are we to define progress or failure in meeting the goal of competence in these and other subjects by the year 2000 that the president set in concert with the nation's governors nearly two years ago?

Similarly, he will propose a few dollars to support the development of new kinds of schools to serve as models for change. This will be widely applauded, except by a few of us cynics who observe that setting up demonstration projects, as opposed to tackling failure where it exists, is one of government's most cherished methods of disguising research as action.

Bush also will try to use public schools as convenient disbursement points for a variety of social services, especially health and nutrition programs, to needy children. Good idea, but it is an indictment of our minuscule expectations that this could be described as an element in a major reform of American education.

If recent history is any guide, Bush will score a political coup, aided by the traditional allies of Reagan-Bush illusion politics - timorous, divided Democrats. The effect on a failed system of public education will be marginal, but of course this exercise is only technically about education.

As the early meetings of Bush's reelectors under midget-strategist John Sununu have made clear, it has been decided that the president will be portrayed as a man with a clear domestic policy agenda whose centerpiece is his courageous support of change for the better in public education, and his popular, politically savvy new education secretary - former Tennessee Gov. Lamar Alexander.

Reality notwithstanding, this portrayal is likely to work for two reasons. In the first place, it will feed the mass culture appetite for painless concern, displaying the president with kids (as he was yesterday) and identifying and applauding the innovative actions of others, without forcing uncomfortable choices, above all over money and taxes.

Second, most Democrats are apt to fall into one of two carefully laid political traps - either calling for more money or representing the concerns of specific education interest groups like teachers. Bush can thus look forward to an enhanced positive image of concern that will contrast neatly with traditional negative image of tax-and-spend Democrats in the hip pocket of teachers' unions and education bureaucrats.

Behind all this is an important point about the politics of education that was cogently summarized by former Sen. Paul Tsongas in the issues paper he wrote as the introduction to his presidential campaign. In explaining the apparent contradiction between public awareness of education's critical role and public tolerance of eviscerating budget cuts, Tsongas observed: "There is

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one fundamental truth at work here. Students in K through 12 can't vote. And students in public colleges often don't vote. Unless these students are protected by their voting elders - in particular the business community - they are vulnerable because they have no counterattack capability."

To overcome Bush Baloney and Democratic Dickering and really change American education in this decade requires a marriage of two concepts - taxing and spending at all levels of government, but only in support of a radically changed system that demands more of teachers, kids and parents.

Thus far in the 1990s, the only certainty is that the bipartisan Establishment in this city is not up to the task and is confident that the public will fall for the latest pseudo-initiative.

GRAPHIC: CARTOON, JANUSZ KAPUSTA ILLUSTRATION

LEVEL 1 - 12 OF 79 STORIES

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April 17, 1991, Wednesday, City Edition

SECTION: NATIONAL/FOREIGN; Pg. 3

LENGTH: 711 words

HEADLINE: Jackson counters slight with challenge;
Asks leading Democrats if they support group's decision to bar him

BYLINE: By Michael K. Frisby, Globe Staff

DATELINE: WASHINGTON

KEYWORD: US POLITIC DEMOCRATIC PARTY NAME-JACKSON

BODY:

A group of moderate-to-conservative Democrats has barred Rev. Jesse L. Jackson from addressing its convention next month, prompting Jackson yesterday to challenge prominent members of the group, the Democratic Leadership Council, to state publicly whether they support his exclusion.

Al From, the council's director, sparked the dispute last weekend, saying neither Jackson nor George McGovern, who is considering running for president, would be asked to speak at the meeting in Cleveland because they represent "old-style politics."

The move could hold serious consequences for the Democratic Party if Jackson retaliates by asking blacks not to support council members, a number of whom are senators and congressmen who need black votes.

The dispute underscores what many analysts view as the party's largely unspoken dilemma of how to court middle-class, white voters, while also retaining blacks, who are among its core supporters.

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The Boston Globe, April 17, 1991

"The slight is to a person who beat the people who they are inviting, so it is not a light slight it is a heavy slight," said one person close to Jackson. "This is a man who got more than 7 million votes in 1988, which is more than Walter Mondale had when he won the nomination."

Among those speaking at the convention, from May 5 to 7, are Rep. Richard A. Gephardt of Missouri, the House majority leader, and Sen. Albert Gore Jr. of Tennessee, both of whom left the 1988 presidential race before Jackson; as well as other potential candidates such as Gov. Douglas Wilder of Virginia, former Sen. Paul Tsongas of Massachusetts and Gov. Bill Clinton of Arkansas, chairman of the Democratic Leadership Council. Gov. Mario Cuomo of New York was invited but probably will not attend because of state business.

Catherine Moore, the council's spokeswoman, said yesterday: "We have a specific goal at this convention. That is to unveil what we consider to be the new politics that will move this party forward. . . . We believe that Rev. Jackson is representative of an old style of politics that has not done much to help our party win the White House."

The new politics, she said, involves expanding opportunity, not government; spending money more wisely, but not raising taxes; responding to the needs of the majority of Americans, not specific groups.

But Jackson's supporters said the council may be upset that last year Jackson delivered a speech entitled "Delighted to be United" that praised the council for adopting his position on several issues.

A party activist said the council believes it is "good politics" to fight with civil rights activists. "That's why they carp about equal opportunity, not equal outcome," he said. "It's a phony fight. At best, their position is sound-bite demagoguery. At worst it is old-style, theoretical racism."

Yesterday, Jackson wrote Clinton, Gephardt, Gore, Sen. Lloyd Bentsen of Texas, and Sen. Sam Nunn of Georgia, saying, "I would be interested to know if the thoughts and ideas expressed by Al From on behalf of the DLC were spoken on your behalf too?"

Ronald Walters, a political science professor at Howard University, said Jackson had put the politicians on the spot, knowing that they need black votes.

He said the Democratic Leadership Council "is taking a big risk" by snubbing Jackson and seeking to guide the party away from its base.

That approach caused black turnout to drop in presidential elections and led to Republican gubernatorial victories in Illinois and Michigan last fall, he said, adding, "Democrats are flirting with disaster."

And two moderate black politicians assailed the council.

"Attacking other Democrats isn't new politics," Rep. William H. Gray 3d of Pennsylvania, the majority whip, said, "but it appears that instead of defining an agenda to build on, some want to exclude those with whom they disagree from participating in the Democratic Party. We create a mainstream by getting folks together, not by throwing them overboard."

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Willie Brown, the California Assembly speaker, said the Council is "making itself into a third party and the Democrats don't need that. There is room for differences of opinions. . . . You won't win a national election if a DLC candidate is not supported by Jesse Jackson or Willie Brown."

GRAPHIC: PHOTO, REV. JESSE L. JACKSON / Puts top members on the spot

LEVEL 1 - 13 OF 79 STORIES

Copyright 1991 Globe Newspaper Company
The Boston Globe

April 16, 1991, Tuesday, City Edition

SECTION: OP-ED; Pg. 15

LENGTH: 654 words

HEADLINE: Tsongas' mission

BYLINE: By Robert L. Turner, Globe Staff

BODY:

More than most, Paul Tsongas is advertising his presidential bid as a campaign of ideas.

"I absolutely believe the American people are ready for substance, values, ideas," he told a Kennedy School audience recently. "I'm going to lay it all out."

But it is equally a campaign of personality.

Tsongas asks for support because of positions he takes as a "pro-business liberal," but also because of who he is - a Peace Corps veteran, a maverick Democrat and, most immediately, a cancer survivor.

The Tsongas prescription for economic growth has been received more seriously than might have been expected. Sen. Al Gore of Tennessee, a potential opponent, referred to Tsongas last week as "formidable, substantial and persuasive."

However, the personal side seemed to dominate last week in speeches and interviews Tsongas gave in Washington and Boston.

He told the National Press Club that his fight against lymphoma, including painful bone-marrow transplants, send him "to places in the mind that I never visited before" and made this campaign a mission: "the obligation of my survival."

Bruce Babbitt, the former Arizona governor who mounted one of the more interesting, but briefer, campaigns for president in 1988, said recently Tsongas' medical record could be crucial.

Many people are still frightened by cancer and may think twice about putting a cancer survivor in the White House. But Babbitt said every presidential

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candidate needs a defining issue or experience, and the courage and willpower Tsongas showed in battling the disease may be his central rallying point.

That struggle is the reason he is running this year, Tsongas said, but he did not declare the experience to have created presidential ambition out of a vacuum, allowing that he might otherwise have waited until 1996. This was a note of candor. Anyone familiar with Tsongas knows he was thinking of a presidential run during his one term in the Senate, before the cancer appeared.

For most of the nation, Tsongas starts out with the same adjectives as the last Democratic nominee: liberal, Massachusetts, Greek-American, Democratic.

But Tsongas may be able to use the similarities with Michael Dukakis to accentuate the contrasts.

The cancer is one. Another is the Peace Corps; Tsongas repeatedly brings up his years teaching in Ethiopia as an experience both of giving and of learning. A range of policy issues offers other contrasts: Tsongas favors nuclear power and the death penalty, for instance.

More general is his determination to rebuild the American economy through education, training and steps such as a cut in the capital gains tax. Tsongas rarely fails to mention his position as a director of seven corporations.

Indeed, if a comparison with a recent Democrat were needed, Jimmy Carter would be a better choice than Dukakis. The suitcase-lugging Tsongas striding out of The Washington Post looked very much like the campaigning Carter of 1976.

Tsongas even uses the same joke. Remember how Carter said his mother Lillian responded to his decision to run by asking, "president - of what"?

Tsongas has a much better sense of humor than Dukakis or Carter, though it is so dry that it escapes some. It is not always subtle, however. Tsongas thanked his fund-raising sidekick Nick Rizzo last Thursday by telling an audience of his conservative politics. There was a deal, Tsongas conceded. In exchange for Rizzo's fund-raising, Tsongas would appoint him ambassador "to the first fascist country that is open."

At the core of the challenge for Tsongas is the question of public confidence. Ideas can help build it, but in the end it must be personal.

"I feel somewhat tremulous to say I know better than anybody else what needs to be done," Tsongas said last week, "but that's how I feel."

Such rhetoric is frightening from a stranger. It can be inspiring only if the speaker has earned confidence, personally.

LEVEL 1 - 14 OF 79 STORIES

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April 14, 1991, Sunday, City Edition

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LEVEL 1 - 6 OF 79 STORIES

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April 25, 1991, Thursday, City Edition

SECTION: OP-ED; Pg. 15

LENGTH: 689 words

HEADLINE: Stirring up the education formulas

BYLINE: By Robert L. Turner, Globe Staff

KEYWORD: EDUCATION POLITIC US FINANCE SCHOOL

BODY:

Politics and education would seem to mix no better than oil and water. Yet educating our young has been one of the most important responsibilities of government since Horace Mann helped create public school systems as a state legislator and congressman a century and a half ago.

Now, everyone is in the mix.

President Bush made a high-profile proposal of low-cost initiatives last week. The first thing to be said about Bush's move is that it came 29 months after the last election, in which he pledged to be the education president, and only 19 months before the next.

In Massachusetts, politicians are pressing school issues both at the higher level, where another enormous tuition jump has the Board of Regents buffaloed this week, and at lower levels, where proposals to lengthen the school day and the school year are receiving fresh attention.

Education is dominating debate in Boston, where the elected School Committee is on the verge of being exterminated and where the two most active potential challengers to Mayor Ray Flynn are both educators - Diana Lam, superintendent of Chelsea schools, and Ed Doherty, Boston Teachers Union president, whose campaign kickoff is tonight.

This freshet of activity is heartening to many people, from parents to business leaders who believe education is the key to global competitiveness.

But there is real danger that the rhetoric will fly at cross-purposes, will fail to find a focus, will produce little, and will therefore yield only disappointment.

Examples of conflicting strategies abound. In Massachusetts, Gov. William Weld proposed consolidating educational authority in a new Cabinet secretary, eliminating most lay boards. At the same time, his Republican colleague, New Hampshire Gov. Judd Gregg (misidentified by me on Tuesday as his father, Hugh) is defending his lay board, fighting a House attempt to cut funds for the New Hampshire Board of Education, which Gregg credits with "pushing imaginative approaches to education." Weld has recently been more receptive to retaining lay boards.

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Most fundamental is the question of whether anyone really knows what makes a classroom work.

Bush seemed uncertain, at best. A central part of his proposal allocates $ 550 million for the creation of unconventional schools, with a challenge for businesses to raise at least $ 150 million for that purpose.

A similar view came earlier this month from former Sen. Paul Tsongas, scheduled to become the first announced challenger to Bush next week. Asked about innovative approaches to education, Tsongas said, "My view is: let's try everything. I'm for experimentation across the board."

But many educators believe there has been plenty of experimentation. When healthy, secure children are in a classroom with a talented and motivated teacher, they will learn. And if the class size permits some individual attention, nearly all will grow personally.

Parental choice in the selection of schools has proved successful in motivating schools under some conditions, but the widespread choice model proposed by Bush, including parochial schools, sets off church/state constitutional alarms and would probably be counterproductive.

Testing, advocated by Bush, makes sense to measure progress and add accountability, but it must be carefully done. Cheap, multiple-choice tests measure skills narrowly.

Both merit pay and use of some uncertified teachers can help, and the more progressive unions are accepting some of each.

But much was not included in the Bush package.

No testing of teachers to help eliminate those who have lost motivation. No mention of longer school days or years. No emphasis on early intervention to assure that children arrive at school healthy and ready to learn. And no real money.

"Dollar bills don't educate students," as Bush said. But schools these days supply more than education. Dollar bills pay people to provide nutrition, disease control, counseling, drug treatment, social training, psychiatric help, after-school activities and a variety of other items.

If teachers are expected to do it all, they won't be able to teach.

LEVEL 1 - 7 OF 79 STORIES

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April 25, 1991, Thursday, City Edition

SECTION: METRO/REGION; Pg. 30

LENGTH: 154 words

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Copyright 1991 Globe Newspaper Company
The Boston Globe

April 30, 1991, Tuesday, City Edition

SECTION: LIVING; Pg. 49

LENGTH: 4556 words

HEADLINE: PAUL TSONGAS:
TAKING THE PLUNGE;
Today he formally enters a new race: for the White House

BYLINE: By Curtis Wilkie, Globe Staff

KEYWORD: BIOGRAPHY- TSONGAS INTERVIEW- TSONGAS

BODY:

The first time Paul E. Tsongas felt a call to public office, he was a 27-year-old member of the Peace Corps, daydreaming on a Caribbean beach in the spring of 1968 while his own country was engulfed in turmoil. He decided, as he wrote later, that paradise was boring and came home to run for a seat on the Lowell City Council.

This year as Tsongas reached 50, enjoying the prosperity of private life, he says he was beckoned back into politics by a belief that his ideas could lead to the salvation of the troubled Democratic Party. This time, he is running for president - and will make the formal announcement today.

It is all a bit mystical, as if Tsongas had experienced the same sort of epiphany that encouraged his namesake, the apostle Paul, to set out to carry The Word.

There is already a transcendent air to Tsongas' mission, a sense that he believes his life was spared from cancer in order for him to move on to something greater. The candidate often cites swimming as evidence that he is healed: last weekend he competed in a national masters meet in Indianapolis, coming in second to last in three classes but nonetheless scoring times that were his personal bests.

Tsongas' approach is unorthodox for a Democrat. He insists that the party must prove it is not inimical to business; he advocates tax breaks for investors and the relaxation of antitrust laws. He also approves of nuclear power.

Although he is setting himself up as a scold to doctrinaire liberals, Tsongas still holds positions on the left regarding civil rights, human rights and the dubious nature of military intervention. And he has not lost his droll, disarming sense of humor. He mocks his own ambitions and informed an audience in Des Moines last month that The New York Times once described him as "terminally earnest."

Tsongas seems nonchalant that his candidacy provoked new laughs about the hapless chutzpah of Massachusetts politicians; that few opinion-makers take him seriously. He reminds listeners that he has never lost an election, and he is satisfied he has beaten cancer, a greater menace than uncomplimentary words.

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His perspective has changed in the years since cancer struck.

"When you're in the Senate, in your 30s, and people are already talking about your being president, you think of yourself as invincible," Tsongas said. "And then you get knocked on your rear end."

In an interview in his law office overlooking Boston's financial district, Tsongas was asked if he considered himself fatalistic. "I used to think everything is happenstance. I don't think that anymore," he said. "I'm not fatalistic, but I see a pattern. It's not all randomly selected."

Now, he said, he marvels at his life, his survival, his candidacy for president. "It's so unlikely, and yet I'm doing it," he said. "How did this happen? I don't know how it happened, but I find it wondrous." He paused. "I also find it fearful." Fearful? "Fearful," he continued, "in the sense that life is like a giant balance sheet where you have two columns, tragedy versus joy. And when good things happen, it evens out . . ."

He paused again and groped for an explanation that was not so metaphysical. "I think of my mother - what happened to her was so unfair. Everybody has tragedies of one kind or another. Maybe I've had more time to think about it, but what she went through was a lot worse than what I went through."

To try to understand Paul Tsongas, it is essential to go back to the beginning, before his 10 years in Congress, his flirtation with fame as a young senator, the discovery that he suffered from a malignant form of cancer, and his voluntary departure from office more than six years ago to spend more time with his family.

For Tsongas, Lowell is the beginning - the old mill city on the Merrimack River where he developed his values as well as the political philosophy that drives his presidential challenge.

His curriculum vitae follows an orderly progression from his graduation from Lowell High School in 1958 to his present position with the Boston law firm Foley, Hoag & Elliot. But there are two lines on the resume - Nicola Sauvage Tsongas, wife; Ashley, Katina and Molly, daughters - that mean more than the political offices and corporate boards that are listed. And the rest of Tsongas' life has not been as linear as it looks on paper.

Over the years, Tsongas has been haunted by disease and appeared lackadaisical about the practice of law. For much of his career he has seemed to be in search of a proper vocation. He calls the time he spent as a Peace Corps volunteer in Ethiopia "the best two years of my life."

He became aware of mortality at a terribly tender age. Only 18 months after Tsongas and his twin sister, Thaleia, were born on Valentine's Day, 1941, their mother, Katina, was institutionalized for tuberculosis. Their father, Efthemios Tsongas, moved the two children into his parents' home, which was located near the family's cleaning business in Lowell.

Thaleia Tsongas Schlesinger recalls that their father spent Sundays visiting his wife at a sanitarium. "He took us there once, when we were 2 or 3 years old. We stood on the lawn so our mother could see us," said Schlesinger, a Boston public relations consultant and Democratic activist. "My mother said it

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was too painful for her to look at us and not be able to touch us, so we never went back. We really have no memory of her."

Their mother, who had been born in the United States, died when they were 7. Much of their youth was spent in the grandparents' home, where life revolved around Tsongas Cleaners, the Greek community in Lowell and a vegetable garden in the backyard. Summer vacations consisted of two weeks on Plum Island, on the nearby North Shore.

Their father immigrated with the Tsongas family to the United States when he was 4, so the ties to Greece were still strong in the household. The Tsongases worshiped at the local Greek Orthodox Church and associated with the families of other Greek immigrants. When Tsongas married his wife, Niki, there were two ceremonies - Episcopal and Greek Orthodox. Their children, he said, have exposure to both faiths and will be free to choose for themselves.

Tsongas said he grew up understanding the Greek that was often spoken in the home, but he never learned to speak the language himself. When Tsongas was 12, his father remarried. They moved into another house, but the basic family routine did not change.

As a student in the Lowell public schools, Tsongas said, he never participated in organized sports. "I worked. Every day, after school, I was at the store." His job was twisting wire to make clothes hangers. When he was old enough, he drove a truck.

The small business sustained the family and paid for college tuitions, even for an earlier generation. Tsongas' father attended Harvard and his two uncles went to MIT. In a departure for immigrant families, all three of the girls who would become Tsongas' aunts also went away to school, to Simmons College. "There was a very strong belief that everybody needed an education," said Thaleia Schlesinger.

After college payments, there was little money left over. Until the business was sold in the 1970s, a few years before Efthemios Tsongas died, it was a struggle that shaped some of the politics that Paul Tsongas espouses today.

"When I hear Democrats trying to portray businessmen as ogres, it doesn't ring true with me," Tsongas said. "The insinuations and antibusiness bias that Democrats come equipped with really bothers me."

In fact, his father was a staunch Republican. And as a young man, Tsongas was a Republican too.

His first real brush with politics involved John V. Lindsay's successful campaign for mayor of New York in 1965. As a Yale Law School student, he worked two summers as a Congressional intern for Rep. F. Bradford Morse, a moderate-liberal Republican who represented Tsongas' home district.

At the time, he was a registered Republican. But Tsongas said he was first lured, as an undergraduate, toward the Democratic Party by President John F. Kennedy and his inspiration for public service.

When Kennedy was inaugurated, Tsongas was a student at Dartmouth College. At the urging of his father, Tsongas had enrolled as a chemistry major, with

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extracurricular visions of mastering the White Mountains on skis, according to his sister. He wound up, instead, with a degree in government and a sports letter for swimming.

He excelled in the butterfly stroke. "Swimming was something I realized I could do on my own," Tsongas said. "I was a shy high school kid with little self-confidence, and swimming gave me the confidence to think about the Peace Corps."

At the time he volunteered for the Peace Corps after graduation in 1962, Tsongas said, "the farthest I had been from Lowell, Massachusetts, was Annapolis, Maryland, when Dartmouth swam against Navy."

The Peace Corps was a creation of the Kennedy administration and the embodiment of the Kennedy admonition to "ask not what your country can do for you, ask what you can do for your country."

"I responded to that appeal," Tsongas said. He worked with Ethiopian villagers, teaching at a rural school and helping them build a dormitory. He learned their language, Amharic, and said he still uses it to curse.

He returned to the United States in 1964 and entered Yale Law School, a period he calls "the unhappiest" in his life. "I went from living in a village to life in the law library studying torts. I was emotionally stressed. I was one lost soul."

Meanwhile, the conflict in Vietnam was dominating the news. Tsongas said his name was never called for military induction because he had served in the Peace Corps. He said he explored the possibility of becoming a medic for the Green Berets and was told that it was not possible. He said he applied to the Agency for International Development to work in Vietnam and was turned down.

As a law student, he did not march against the war he would later oppose as a politician. Nor did he take part in the civil rights movement that attracted so many members of his generation. "My interests during that time were really international," he said. "I saw myself going overseas and living as an expatriate." He thought of practicing international law in Africa.

Instead, he rejoined the Peace Corps. It was a mistake. "Some things you should never go back to," Tsongas said. He learned that lesson in the languid life of the Peace Corps in the West Indies in 1968. He learned it again in 1977 when he returned to Ethiopia as a young congressman. "When I went back to our village, there was not a trace of the dormitory we built. The only evidence it had existed was a road we had paved with stones we brought out of the river. It was very distressing. It gave me a sense of how transitory the years were."

He was an unhappy coordinator for Peace Corps training programs in the Caribbean when he changed direction again. It was on the beach, he said, at Magens Bay in St. Thomas, at the time that President Johnson capitulated, that Tsongas resolved to go into politics. He wanted to join Robert Kennedy's campaign for the Democratic nomination, but Kennedy's murder ended that dream. So he went home.

"When I left Lowell in 1958, I vowed I'd never go back. There was such a sense of decline there," Tsongas said. "But I decided that if I was going to

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go into politics, this was the logical place to go."

Tsongas was elected to the Lowell City Council in 1969. Three years later he was elected on a "reform" ticket acted to Tsongas during the same period "by his total honesty." In 1972, when Kanin asked other candidates for the county commission "the totally irrelevant question about who they supported for president, they hedged." Tsongas answered the stranger's question. He told Kanin he was for John Lindsay.

M. Brendan Fleming, a mathematics professor at the University of Lowell, was elected to the City Council with Tsongas in 1969. He remembers him as an energetic young man who was interested in finding an "outside, professional city manager" for Lowell.

Tsongas' first election did not involve any direct competition - the top nine vote-getters claimed the nine council seats - and there was no issue more obvious than the economic plight of Lowell. The red-brick mills were empty and downtown was deteriorating.

In 1970, his first year in public office, Tsongas almost single-handedly secured for Lowell the services of James L. Sullivan, who had just been fired as city manager of Cambridge. "I had never heard of him," Sullivan said of Tsongas. But the young city councilor kept pressing him to replace Charles Gallagher, a native of Lowell. "Everybody said Charlie was a good guy. Nobody said he was competent," said Sullivan, who is now president of the Greater Boston Chamber of Commerce.

Sullivan said he finally moved to Lowell at Tsongas' urging to take over the management of city government, which had been controlled for years by a tightly knit, indigenous group of politicians and bureaucrats.

Tsongas' influence in Lowell endured long after he left city government. "There was no doubt that he played an active part in running City Hall from the background," said Fleming.

"Early on, Paul Tsongas was a wonderful salesman and cheerleader for Lowell," said William Taupier, a Lowell businessman who served as city manager for four years after Tsongas went to Congress.

Taupier, however, maintains that the federal investment Tsongas sought for the city had little to do with Lowell's renaissance. "The phenomenon was that defense spending and the high-tech industries came banging in here at the same time," he said.

Taupier calls Tsongas an "economic illiterate" for some of his liberal views. "Government doesn't generate wealth, and he exaggerated the value of the park on local business." Tsongas inherited the idea for Lowell's National Historical Park, a project to preserve the mill-town characteristics, and steered it through Congress in 1978.

In his first book, "The Road From Here," Tsongas wrote that he recognized the limitations of federal funds. "The trick is to encourage the private sector, feed it, and channel it, without getting bitten," Tsongas said, in a precursor to "A Call to Economic Arms," which guides his campaign today.

9704378407 7

LEXIS-NEXIS LEXIS-NEXIS LEXIS-NEXIS
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The Boston Globe, April 30, 1991

While he served his apprenticeship as a local politician, Tsongas practiced law with the same lack of enthusiasm he displayed at Yale Law School.

He was fired from one job in 1971 - which he had obtained two years earlier at the behest of another Republican, Elliot L. Richardson - in the state attorney general's office. Tsongas said he "came to a parting of the ways" with Attorney General Robert H. Quinn, who was close to some of the political enemies the young councilor had made in Lowell.

Tsongas then went into an undistinguished private practice in Lowell. "I had been practicing for three years when I got a call from Lowell for an opinion on whether somebody was eligible to be city manager," Tsongas said. "I had to go next door and ask one of the lawyers where was the law library."

Tsongas has written two books, "The Road From Here," a 1981 exposition of his "neoliberal" views, and "Heading Home" in 1984, an account of how he dealt with the threat of cancer. He confessed he also tried writing a novel. "I've done five chapters and it's terrible," he said. "It's about a US senator who was a prosecutor in Essex County before he was elected. I still don't have a plot."

Asked to reconcile the chief character with his own lack of experience as a trial lawyer, Tsongas grinned and asserted, "I've never been in a courtroom."

A Lowell lawyer says that is not quite right. "I saw him once in district court. He was defending a guy in a drunk driving case. His client was on the stand, and Tsongas asked him if he had been drunk that day. I felt the lawyer had to be drunk to ask a client that question."

Actually, Tsongas neither drinks nor smokes, but he pleads guilty to being bored by many aspects of the law. He was liberated from the practice for a decade when he was elected to Congress in 1974, defeating first-term Republican Rep. Paul Cronin in the shadows of the Watergate scandal.

After Tsongas revealed his intentions to run for president this spring, a column in The Sun of Lowell noted, "Some in Lowell wonder whether this guy operates with chicken feathers, wax dolls and fingernail clippings. They ascribe to him mysterious and awe-inspiring powers to see into the future, to see misfortune fall upon his adversaries."

When he ran for the Senate in 1978, Tsongas' chief opponent for the Democratic nomination, Paul Guzzi, was disabled during a crucial period by injuries he sustained in a car wreck. Meanwhile, the Republican incumbent, Sen. Edward Brooke, was devastated by an ugly divorce case.

Tsongas achieved little recognition in two terms in the House of Representatives, but he laid the groundwork there for the accomplishments he cites for his Senate years.

The Alaska Lands Act of 1980, a measure to protect the last American frontier from development, grew out of the House Committee on Interior and Insular Affairs, where Tsongas served. The legislation dovetailed with what he describes as his abiding passion in government, the environment.

When the bill, opposed by Alaska's delegation and a powerful coalition of senators and business interests, reached the Senate in 1980, Tsongas "fought

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The Boston Globe, April 30, 1991

Sen. Jackson to a standstill," said Mark F. Trautwein, a staff member of the House committee. Sen. Henry M. Jackson was chairman of the Senate Energy and Natural Resources Committee, where Tsongas was a junior member.

"This was the conservation fight of the century," said Trautwein, who credited Tsongas for preventing the House bill from being gutted by compromise in thenate.

During the same period, Tsongas' role in the Chrysler bailout was a reflection of an industrial policy that is a cornerstone of his current campaign. ("American companies need the United States government as a full partner if they are to have any hope of competing internationally," he writes in his 1991 manifesto.)

In late 1979, Tsongas coupled his support for a cash transfusion from the US treasury to Chrysler with a demand that the United Auto Workers forgo a three-year wage increase that would deepen the auto company's debt. His position annoyed organized labor, a traditional source of Democratic Party strength, but established a tone for his current campaign.

On other issues, Tsongas was a more predictable liberal Democrat. He questioned US intervention in Central America and Lebanon and supported the presidential campaign of his colleague, Sen. Edward M. Kennedy, in 1980.

Tsongas and his wife were never comfortable with the bonhomie of Washington. When he left the Senate at the end of 1984, he wrote, "In nine years we had never given a Washington dinner party and eventually we were dropped from the invitation lists of official Washington." Asked how he could handle the entertainment obligations of the White House, Tsongas shrugged the other day and said, "It's not a long drive home."

He was also something of a lone wolf in the clubbish atmosphere of the Senate, though Kirk O'Donnell, a top aide to former House Speaker Thomas P. O'Neill Jr., said Tsongas "had good relations with the Congressional delegation" from Massachusetts. "He wouldn't have been able to get the Lowell Historical Park through if he hadn't."

Tsongas traces his formal break with Democratic liberalism to his speech before the national convention of Americans for Democratic Action in June 1980, a date that coincided with the last stage of Kennedy's campaign. Tsongas told the liberal audience that they had failed to confront the modern problems connected with the issues of energy and the economy; that they had failed to move beyond "the world of the 1960s."

The term "Atari Democrat" - once used to describe Tsongas, Gary Hart and a handful of other innovative thinkers in the party - is no longer in vogue, but as he begins his quest for the Democratic presidential nomination, Tsongas is still playing on the theme. He likes to be different.

During a recent conversation as he flew back to Boston after his first campaign foray to Iowa, Tsongas was asked about his heroes. He had anticipated the question, he said, and had spent time thinking about his answer.

"Obviously, Robert Kennedy, and, intellectually, Thomas Jefferson. I watched Martin Luther King on TV, and I was impressed by his serenity," Tsongas

9704378407 9

LEXIS·NEXIS LEXIS·NEXIS LEXIS·NEXIS
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The Boston Globe, April 30, 1991

said. "But if I had to name one person for his role in history, it would be Anwar Sadat. He was somebody who did what he thought was right. He paid the price, and yet he was at peace with himself."

Tsongas met the Egyptian president once. "I felt I was in the presence of something unworldly. There had never been a moment before where I had such a sense of the supernatural."

When Sadat was assassinated in 1981, few Egyptians mourned. He had tolerated corrupt government officials in an impoverished society, and he had angered Islamic fundamentalists by reaching a peace with Israel.

That Sadat was a monumentally unpopular figure is no matter to Tsongas. "What he did, the lives he saved, that was not because of focus groups," Tsongas said, referring to a device that measures public opinion and sometimes dictates policy.

The future appeared boundless for Tsongas in the fall of 1983. Like any successful young senator, he thought of the presidency even as he prepared for his first re-election campaign. On Sept. 29, 1983, he discovered "the lump in my groin" while he showered. Within eight days it was found to be a form of cancer, and in the laconic words of his doctor, "it is not benign."

It was diagnosed as lymphoma. During his most desperate moments, when he was told that he might live for another eight years, he was elated because it would give his youngest daughter - who was two years old - time to know him better than he had known his own mother.

He decided not to seek re-election, and to come home with his family to Lowell. He made the announcement at the State House in Boston, surrounded by dozens of reporters and cameras. Confronted with this dizzying spectacle, as well as the possibility of the termination of his political career and of his death, Tsongas could not resist a one-liner to begin his announcement:

"I never thought when I started into public life that this many people would come out to hear my position on acid rain."

Today, his humor does not have to be forced. After years of treatment and examinations, he has been given a clean bill of health by his physicians.

Tsongas endured chemotherapy that made him "thin as a rail, bald as a billiard ball" for a while. The hair has grown back, thinner, with traces of gray. He looks slightly tired and beleaguered, but he had the same appearance during his salad days as a senator. In 1986, he underwent a bone marrow transplant that required him to spend six weeks in isolation. Since he is not a vigorous reader (during an interview last month he was unable to name the last book he had read), it gave him a lot of time for thinking.

When Tsongas moved back to Lowell after a decade in Washington, conditions had changed. Lowell was flourishing, along with other cities on the perimeter of Route 128. The Lowell home that he bought in 1977, a roomy, turn-of-the-century Victorian, was an improvement from the crowded house of his childhood and the dingy apartment he rented after his Peace Corps years. Selling their home in the comfortable Cleveland Park neighborhood of Washington, the Tsongases invested in a second home on Cape Cod.

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LEXIS-NEXIS LEXIS-NEXIS LEXIS-NEXIS
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The Boston Globe, April 30, 1991

The son of a Greek immigrant became something of a plutocrat. There are residents of Lowell who resent his role in a fight with the school committee - he helped sponsor a fresh slate in local elections - because he sends his children to private schools. His two oldest daughters now attend private schools, he said, but the youngest still goes to the Lowell public schools.

Money is no longer a struggle for Tsongas. After leaving the Senate, he joined the high-powered Boston law firm of Foley, Hoag & Elliot. His practice, he said, has been primarily out-of-court work for the insurance industry and on behalf of efforts to build a new sports arena in Boston. He also has interests in a private development enterprise, which involves an industrial park in Ayer, land in Leominster, and a project in Lynn.

Freed from the strictures of the Senate, with its salary limitations and its potential for conflicts of interest, Tsongas joined eight corporate boards. The most prominent are Wang Laboratories, Shawmut Bank and Boston Edison Co. He estimates his annual income from corporate sources is $ 120,000.

"I enjoy the corporate boards," he said. "It's like going to graduate school once a month." He said he would never take a corporate position that was "philosophically incompatible," and he added that he had gotten no new offers since the Wall Street Journal described him as a corporate gadfly.

He earned the reputation for his battles at Boston Edison, when he played an influential role in bringing in new management for the utility and salvaging the troubled Pilgrim nuclear plant in Plymouth.

As a presidential candidate, Tsongas insists that his experience in the private sector has given him a better perspective to deal with national problems than officeholders.

Although he has followed a private career for more than six years, Tsongas did not give up government altogether. He was a member of the task force, appointed by former Gov. Dukakis, that slowed development on Cape Cod. In early 1989, Dukakis also gave Tsongas a high-profile appointment - head of the Board of Regents of Higher Education.

With the Democrats in danger of losing the governor's office in 1990, Tsongas was beseeched by some powerbrokers to run for governor. Despite his high popularity, he refused, saying that he owed it to his family not to get into the race.

A year later, he has embarked on a more prodigious campaign. What changed? "I think a couple of things," said his wife, Niki. "Last year, we had not had enough time past the transplant. We all needed a couple of years - physically and psychologically - to recover." In the interim, she added, her own law practice, to which she was committed a year ago, has been temporarily abandoned.

Tsongas said each of their daughters had "veto power" to prevent him from running this year. "The children are surprisingly into this," he said.

Because of their backgrounds, there is a temptation to compare Tsongas to Dukakis. Tsongas describes his relationship with the last Democratic presidential nominee as cordial, but not close.

9704378403 1

LEXIS·NEXIS LEXIS·NEXIS LEXIS·NEXIS
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When he came to the State House on that traumatic day in 1984 when he announced that he was giving up his Senate seat, Tsongas said, he paid a courtesy call at the governor's office. Dukakis, he said, "offered me the judgeship of the Lowell district court. I think he was offended when I turned it down."

The comparison with Dukakis, Tsongas said, "is something I'm going to have to live with for a number of months. If it's still there a year from now, then that's my fault."

GRAPHIC: PHOTO, 1. TSONGAS OFFERS HIS SWIMMING ACCOMPLISHMENTS AS PROOF THAT HE IS HEALED OF CANCER. / GLOBE STAFF PHOTO / JOHN TLUMACKI 2. TSONGAS AND WIFE NIKI IN 1984. / GLOBE STAFF FILE PHOTO / TOM LANDERS 3. PAUL TSONGAS AND HIS FAMILY IN 1984, FROM LEFT: WIFE NIKI, ASHLEY, KATINA AND MOLLY. / GLOBE FILE PHOTO 4. GOV. DUKAKIS AND PAUL TSONGAS DURING A PRESS CONFERENCE. / 1988 GLOBE STAFF FILE PHOTO / BILL GREENE

LEVEL 1 - 2 OF 79 STORIES

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April 29, 1991, Monday, City Edition

SECTION: NATIONAL/FOREIGN; Pg. 1

LENGTH: 1536 words

HEADLINE: A Virginian eyes a prize;
Gov. Wilder weighs a run for presidency

BYLINE: By Michael K. Frisby, Globe Staff

DATELINE: WASHINGTON

KEYWORD: US POLITIC CAMPAIGN NAME-WILDER VIRGINIA BIOGRAPHY-WILDER AGE INTERVIEW-WILDER

BODY:

About 30 years ago, a North Carolina A&T student named Jesse L. Jackson maneuvered to the podium at a graduate meeting of the Omega Psi Phi fraternity to deliver the treasurer's report. But his remarks regressed into a campaign speech, prompting L. Douglas Wilder, a young lawyer in the audience, to abruptly interrupt, shouting, "How'd this man get up there?"

Today, Jackson may utter the same words as he watches his one-time adversary spiral into the national spotlight as a smooth-talking fiscal conservative who, after less than two years as governor of Virginia, is considering a run for the Democratic presidential nomination.

Wilder, who once waited on tables in restaurants that wouldn't serve blacks in the segregated South, worked his way up Virginia's political ladder - from state senator to lieutenant governor to governor. His stunning gubernatorial victory in 1989 gave the grandson of slaves executive power in the state that gave the Confederacy its capital.

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Now, at age 60, Wilder has established a committee that is organizing and raising money to prepare for a possible presidential campaign. While Democrats are still grappling for a message, political analysts say Wilder has a strong theme that touts his accomplishments in government and advocates the concerns of mainstream, middle-class voters.

"I see him as a strong candidate," said Raymond D. Strother, a veteran Democratic strategist. "I don't see him as a black candidate; that's part of his appeal. He is not running as a black candidate. He is running as a candidate who happens to be black. . . . He deserves some attention."

Echoing the view of many in Washington's political circles, Strother said Wilder would be an ideal person for the second spot on the ticket, but he added: "It's a shame that we start relegating him to the second spot. Let him run for president, let's not limit him."

Yet Wilder is a politician who evades simple labeling. He supports the death penalty and the balanced budgets championed by conservatives, but also embraces abortion rights and the civil rights bill, which are cherished by liberals.

Some detractors ask whether Wilder, who staked out liberal positions during his 16 years in the state Senate, is a true convert to conservatism or a political opportunist. But audiences seem attracted to the silver-haired black man who talks about cutting government rather than raising taxes and boldly states that black families would be strengthened if they stopped having so many babies.

Wilder publicly downplays any conflict with Jackson, but at the same time delivers a subtle criticism of the civil rights leader by insisting that the two politicians should not be compared.

"I've always said that I should be compared with people who are in my same league - governors, elected officials," Wilder said, sitting in his Richmond office recently. "Jim Florio and I were elected at the same time, compare us . . . people who have been in a position to have a record that speaks of their accountability."

James J. Florio, a Democrat, is the governor of New Jersey.

Jackson did win election last fall as shadow senator for the District of Columbia to campaign for statehood for the district.

When Wilder confronted Jackson 30 years ago, he displayed a trait that has stayed with him: He speaks his mind and doesn't retreat from confrontations. He frequently blasts President Bush, as well as members of his own party, but his popularity at home appears to be suffering from his national ambitions. His approval rating in Virginia is down to 44 percent.

Larry Sabato, a political science professor at the University of Virginia, maintains that Wilder's tight fiscal policy - no new taxes to offset a huge budget deficit - is starting to work against him. "He has the lowest popularity rating that any governor of Virginia has ever had," said Sabato, adding that Wilder is seen as "too political and too contentious."

9704378403 3

LEXIS·NEXIS LEXIS·NEXIS LEXIS·NEXIS
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Wilder has been known to strike a nerve or two among both allies and competitors. He was supported by his predecessor, Gerald Baliles, but the two no longer speak after Wilder fired some holdover appointees. His most famous feud is with Sen. Charles S. Robb of Virginia, a Democrat and a former governor.

In 1982, Wilder maneuvered to force a senatorial candidate with Robb backing out of the race after he made favorable comments about the segregationist former governor Harry Byrd. Three years later, Wilder's camp complained that Robb took too much credit for Wilder's victory in the lieutenant governor's race.

This weekend, Robb aides accused Wilder and two close associates of spreading rumors about the senator's alleged infidelity and attendance at parties where cocaine was used.

Asked recently by reporters about Wilder's possible presidential bid, Robb replied, "He certainly meets the criteria. He's old enough to run and he was born in the United States."

But Wilder denies having personal differences.

"I never deal in personalities," said Wilder, as a wide smile flashed across his face. "Life is too short for that. I deal in issues; I deal in ideas." He added, "I'm not in office to make people happy. I'm here to do a job."

Those who have watched Wilder over the years, however, say that he enjoys tossing jabs in the political arena, swiftly punishing old enemies after taking office and making a clear statement that he now runs politics in Virginia.

"Wilder relishes every aspect of what might be called politics' drama, politics as theater," said Robert Holsworth, a political scientist at Virginia Commonwealth University. "He enjoys the infighting that is part of politics. He always felt that the Virginia establishment, including some Democrats, were against his rise. Now that he has power, he's going to return the compliment."

But Holsworth said it is difficult for opponents to stick a vindictive label on Wilder. "What he's able to combine is political ruthlessness with extraordinary personal charm," he said. "It would be hard for most people to believe that this is a vindictive person."

As Wilder sat in his office - its walls conveying Virginia's proud history - he alternately discussed his future and attacked President Bush.

"The man who ran on the platform as the education president, today is coming out with a plan," he said. "The election was three years ago in 1988. Three years into his presidency, he doesn't have a plan."

Then Wilder turned to the lack of an energy plan, the administration's failed war on drugs and Bush's veto of the civil rights bill, each attack launched with measured soundbites, the work of a skilled politician.

Holsworth maintains that if Wilder runs he will be able to win a large number of delegates. He will get tremendous black support and will draw from conservatives who like his no-tax message as well as liberals who like his stand on social issues, according to Holsworth.

9704378403 4

LEXIS-NEXIS LEXIS-NEXIS LEXIS-NEXIS
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Wilder was a decorated hero in the Korean War. He was awarded a Bronze Star for "heroic achievement" after capturing 19 enemy soldiers on Pork Chop Hill in 1953 and helping wounded comrades.

He earned a chemistry degree from Virginia Union University in 1951 but when he returned from the war he was not allowed to attend Virginia law schools because of segregation laws. He went to Howard University law school, where he graduated in 1959. He was married in 1958 and had a son and two daughters before his divorce.

Republicans, such as Joe Elton, the state party's executive director, say Wilder will be handicapped by his personal and political use of government airplanes and helicopters. Wilder has used them to visit Patricia Kluge, the divorcee of one of America's richest men, John Kluge.

Wilder has been divorced for more than 12 years and has said, "We're just friends," but rumors persist and his allies fear the fallout if the public thought he was having a relationship with a white woman.

Mark Warner, the head of Wilder's exploratory committee, said that they are organized in 31 states and are seeking to meet the requirements for matching federal funds in the presidential campaign; they must raise the $ 5,000 in at least 20 states with contributions of less than $ 250.

Warner says that he has a staff of five professionals and there are reports that more will soon be added, including Joe Johnson, the former director of Jackson's Rainbow Coalition. Wilder recently visited Cleveland and will be in Iowa next weekend.

While his campaign is motoring ahead, the candidate is not officially on board, and says he's not leaping for the train.

"I'll make a decision," he said. "The biggest thing I'll have to do is talk to the exploratory committee and tell them that not withstanding what they are finding and hearing, I like my job."

Wilder said that if Jackson thinks he can win on his third try, he should run. He noted that former Sen. Paul Tsongas is going to be in the race. At a recent governors meeting, he said, Mario M. Cuomo of New York put his hands to Wilder's face, pulled both cheeks and said, "you should get out there."

The governor stood up, glanced around his office, and said, "It took me a long time to get here . . . about 400 years."

GRAPHIC: PHOTO, L. DOUGLAS WILDER / Relishes politics as theater

LEVEL 1 - 3 OF 79 STORIES

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April 28, 1991, Sunday, City Edition

SECTION: FOCUS; Pg. A25

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The Boston Globe, April 28, 1991

LENGTH: 1454 words

HEADLINE: Lee Atwater would have understood

BYLINE: By Martin F. Nolan, Globe Staff; Martin F. Nolan is an associate editor of the Globe.

KEYWORD: INTERVIEW- TSONGAS BIOGRAPHY- TSONGAS HEALTH US POLITIC

BODY:

Paul Tsongas is running for president because, he says, slowly with appreciation and awe: "I'm here to fulfill an obligation that I feel very strongly: I am alive."

The former US senator and 51-year-old competitive swimmer says he has difficulty explaining to friends and strangers why risking defeat in politics is a distant second to defeat in a larger contest. Having undergone a bone marrow transplant to defeat cancer, he was "able to look at the monster full face." Lee Atwater, the former Republican national chairman who died earlier this year of a brain tumor at 42, would have understood.

"I was preparing a speech to the National Press Club," Tsongas said in an interview. "I had to answer why. Those people were looking at me as they saw me in '83, and that guy is gone. So I'm trying to express it without sounding like I'm running because I've had a cancer experience. You can't vote for someone because they had cancer. You can't vote against them because they had cancer. Where's the fine line?

"The irony, as I looked down, was that all the newspapers in the bedroom said 'Lee Atwater Dies.' The irony, the utter irony, is he would understand. He of all people, the demon of '88, when I saw his picture, I said to myself, 'He would understand why I'm doing this,' and all these other people, including my friends, would not.

"You've got to have more motivation than ambition to do this," Tsongas explains. "What I've been through personally in the last 7 1/2 years makes you different. I'm not saying you're better or worse, but you think differently. You think more in a sense of - what do I want to be remembered for? You don't have a Roger Ailes-John Sununu view of the world, which is short-term; what works, as opposed to what's right and what is generationally moral."

His children's future was one motivation, Tsongas added, and they helped him decide in a family caucus. "I'm running because I have a purpose and I feel what I call the obligation for my survival. That means a lot to me. I don't know how to say it without sounding whatever. . ."

Without sounding what? he was asked.

"Without sounding trite. That's how I feel. Nikki (his wife) said, 'We want to protect these kids. You know what has to be done and you're not helping them by stepping aside because they're going to live in this country.' That is what motivates me. It gets kind of difficult to express but there is a sense that what I'm doing has purpose. I really think I'm serving my country."

9704378403 6

LEXIS-NEXIS LEXIS-NEXIS LEXIS-NEXIS
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The Boston Globe, April 28, 1991

What P.G. Wodehouse once called "the rude flush of health on the cheek" will be an issue in his campaign, which Tsongas realizes: "I'm not going to do the frenetic campaigning that others have done because I have to be careful about how I look because of the cancer. I'm the only person that can not have a chest cold, can not look tired."

His campaign schedule will include time for swimming, which Tsongas has taken up competitively, representing the Andover YMCA in a national tourney in Indianapolis this week. Although he made the Dartmouth swim team 30 years ago, Tsongas did not return to the sport until his doctors recommended it to strengthen his lungs.

"I'm swimming to prove that physically I can do it," he says. He has entered 100-yard freestyle and 50-yard breast stroke contests and, "assuming that I don't pull a leg muscle or drown, I will be competitive. I won't win anything, but I'll be competitive. For someone who's been only swimming for a year and a half after a 28-year layoff and who's had a bone marrow transplant, that's not too shabby."

The sport has given him some publicity - People magazine has photographed Tsongas the swimmer - and aquatic metaphors: "People who ask about the incredible odds of a being a Greek-American from Massachusetts don't understand what propels me into this thing (running for president). It also gives me staying power because all the usual things in politics roll off my back."

The transformation of Tsongas has not given him the gift of oratory. His campaign centerpiece is not a stump speech, but an 85-page pamphlet, "A Call to Economic Arms," 40,000 copies of which have been printed for distribution to Democrats in Iowa, New Hampshire, Colorado and other states. His own speeches are still, he admits, not mesmerizing:

"God did not give me those skills in the same quantity, so I have to make up for it in the compelling nature of the ideas. You move people by what they hear and how it resonates inside of them as opposed to the power of the personality. I think I'm getting better but I'm certainly not in the league of Mario Cuomo."

Tsongas says that his ambition is so radically redefined that if he had the same attitude in 1978, he would not have run for the Senate against Massachusetts Republican Sen. Edward W. Brooke. Tsongas liked Brooke, respected him and had even voted for him in 1966 and 1972. In 1978, he defeated him on now-forgotten issues, including the Panama Canal treaty.

"In retrospect, I think of myself getting agitated over someone who's my ideological twin and being able to convince myself that there was this enormous chasm of differences between us. That's what ambition does for you. It allows you to see what you want to see. So the Senate race was an unexpected opportunity. I was quite prepared to be in the House. But when you serve in the House and you watch people go over to the Senate, you feel left behind," he says with a rueful smile.

Brooke was the Senate's only black. The most likely early rival for Tsongas is Virginia Gov. Douglas Wilder, meaning the Democratic party's nominating process resumes where it ended in 1988, with a Greek-American from Massachusetts facing a black leader. Wilder is more successfully shedding the legacy of Jesse Jackson than Tsongas has been at contrasting himself with Michael Dukakis,

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Services of Mead Data Central, Inc.

"but it's easier outside Massachusetts," Tsongas says. He and Wilder will soon have company. Tennessee Sen. Albert Gore Jr., Tsongas says, "is running."

Tsongas has also reassessed his House career. Elected with the so-called "Watergate class" of 1974, he was one of many with scant political experience who peppered former Speaker Thomas P. O'Neill Jr. with demands for instant changes in House rules. "We were such an arrogant group," Tsongas recalls. "We were 75 wise elders in their 30s. I look back on that and my heart goes out to Tip. He inherited a day-care center."

The decision-making process in the Tsongas family, like that of the United Nations Security Council, gives everyone a veto. "It's called unanimous consent" and "they were adamantly opposed to my running for governor" in 1990. This year, after his doctors said: "Do whatever you want; you're fine," he and his wife summoned their three daughters, ages 9, 13 and 17, to the family den. "They thought that we brought them in to tell them I was sick," and "the expression on their faces" suggested another 10 months of chemotherapy and a six-week confinement to a sterile hospital room. "It was very moving," he said. "So we reassured them it was not the case. It was something worse, running for president!" he recalls with a laugh.

"We said, 'Look, we're not sure how we feel about it. If anybody doesn't want Daddy to do it, he's not going to. Either we all want to do it or it doesn't get done.' That conversation continued for weeks so that any one of them at any point could have said, 'I don't think so.' That would be the end of it.

"After the story broke (in the Globe early in March), we went to Washington for a long-planned vacation to see our old house and old friends. On March 15, we had dinner at the Occidental Restaurant. I looked over to them, and I said, 'Last chance.' "

The walls of the Occidental, a block from the White House, are adorned with dozens of pictures of politicians, a gallery of ghosts and power.

The Tsongas official campaign kickoff, delayed by the Indianapolis swim meet, is Tuesday. April 30 is celebrated in Europe as Walpurgisnacht, a springtime Halloween and witches' sabbath, exorcising ghosts and demons to prepare for the coming of May. The campaign begins in his hometown of Lowell, where as a congressman, he labored to bring federal aid to convert the old mills into a historic theme park. The Tsongas journey so far echoes lines from William Blake:

And was Jerusalem builded here

Among these dark Satanic mills?

Bring me my bow of burning gold!

Bring me my arrows of desire!

His desire includes a daily swimming routine. To prove the vigor of his health, Tsongas has challenged skeptics and rivals to a 50-yard butterfly race, which has its risks, he says with a smile: "A friend told me, 'If Mark Spitz runs, it's all over.' "

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Services of Mead Data Central, Inc.

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 17, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Michael A. Spinelli
c/o Philip Nyman, Esq.
375 Gorham Street
Lowell, MA 01852

RE: MUR 3585

Dear Mr. Nyman:

On April 22, 1993 your client, Michael A. Spinelli was notified that the Federal Election Commission had found reason to believe that he violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring your client, Michael A. Spinelli to appear and give sworn testimony at the time and place indicated to assist the Commission in carrying out its statutory duty of supervising compliance with the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, U.S. Code.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $40, plus mileage. Subsequent to the deposition, your client will be sent a check for the witness fee and mileage.

Within two days of your receipt of this notification, please confirm the scheduled appearance with me or Mary Tabor at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Subpoena

9704317840039

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Michael Spinelli) MUR 3585
)

SUBPOENA

TO: Michael A. Spinelli
c/o Philip Nyman, Esq.
375 Gorham Street
Lowell, MA 01852

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on July 13, 1993 in the Administrative Conference Room, 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 10 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by June 30, 1993.

9704378409C

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 17th day of June, 1993.

Scott E. Thomas
Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

9704378409 1

I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by June 30, 1993:

Documents connected with any action you have taken to recoup your financial losses arising from loans to The Tsongas Committee or Nicholas Rizzo.

Correspondence or other documents created, received, or discovered since the date of your previous subpoena response that relate to the loan transactions.

9704378409 3

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 17, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Elkin McCallum
c/o Charles F.C. Ruff, Esq.
Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, DC 20004

RE: MUR 3585

Dear Mr. Ruff:

On April 22, 1993 your client, Elkin McCallum was notified that the Federal Election Commission had found reason to believe that he violated 2 U.S.C. § 441a(a)(1)(A), and that he knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring your client, Elkin McCallum, to appear and give sworn testimony at the time and place indicated to assist the Commission in carrying out its statutory duty of supervising compliance with the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, U.S. Code.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $40, plus mileage. Subsequent to the deposition, your client will be sent a check for the witness fee and mileage.

Within two days of your receipt of this notification, please confirm the scheduled appearance with me or Mary Tabor at (202) 219-3690.

Sincerely,

Delanie W. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Subpoena

9704378402 4

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Elkin McCallum) MUR 3585
)

SUBPOENA

TO: Elkin McCallum
c/o Charles F.C. Ruff, Esq.
Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, DC 20004

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on July 12, 1993 in the Administrative Conference Room, 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 10 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by June 30, 1993.

9704378409 5

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 17th day of June, 1993.

Scott E. Thomas
Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

9704378402 6

I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by June 30, 1993:

Documents related to any action you have taken to recoup your financial losses arising from loans to The Tsongas Committee or Nicholas Rizzo.

Correspondence or other documents created, received, or discovered since the date of your previous subpoena response that relate to the loan transactions.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 17, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Anastasios Kalogianis
c/o William H. Schweitzer, Esq.
E. Mark Braden, Esq.
Baker & Hostetler
Suite 1110
1050 Connecticut Avenue, N.W.
Washington, DC 20036

RE: MUR 3585

Dear Mr. Schweitzer and Mr. Braden:

On April 22, 1993 your client, Anastasios Kalogianis was notified that the Federal Election Commission had found reason to believe that he violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring your client, Anastasios Kalogianis, to appear and give sworn testimony at the time and place indicated to assist the Commission in carrying out its statutory duty of supervising compliance with the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, U.S. Code.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $40, plus mileage. Subsequent to the deposition, your client will be sent a check for the witness fee and mileage.

Within two days of your receipt of this notification, please confirm the scheduled appearance with me or Mary Tabor at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Subpoena

9704378402 9

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Anastasios Kalogianis) MUR 3585
)

SUBPOENA

TO: Anastasios Kalogianis
c/o William H. Schweitzer, Esq.
E. Mark Braden, Esq.
Baker & Hostetler
Suite 1110
1050 Connecticut Avenue, N.W.
Washington, DC 20036

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on July 13, 1993 in the Administrative Conference Room, 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 2:00 p.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by June 30, 1993.

9704378410C

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 17th day of June, 1993.

Scott E. Thomas
Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

9704378411 01

I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by June 30, 1993:

Documents connected with any action you have taken to recoup your financial losses arising from loans to The Tsongas Committee or Nicholas Rizzo.

Correspondence or other documents created, received, or discovered since the date of your previous subpoena response that relate to the loan transactions.

9704378403

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

JUNE 17, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Roger G. Trudeau
c/o Edward C. Cooley, Counselor at Law
Cooley, Manion, Moore & James, P.C.
21 Custom House Street
Boston, MA 02110

RE: MUR 3585

Dear Mr. Cooley:

On April 22, 1993 your client, Roger G. Trudeau was notified that the Federal Election Commission had found reason to believe that he violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended.

Pursuant to its investigation of this matter, the Commission has issued the attached subpoena requiring your client, Roger G. Trudeau, to appear and give sworn testimony at the time and place indicated to assist the Commission in carrying out its statutory duty of supervising compliance with the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, U.S. Code.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $40, plus mileage. Subsequent to the deposition, your client will be sent a check for the witness fee and mileage.

Within two days of your receipt of this notification, please confirm the scheduled appearance with me or Mary Tabor at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Subpoena

9704378414

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Roger G. Trudeau

MUR 3585

SUBPOENA

TO: Roger G. Trudeau
c/o Edward C. Cooley, Counselor at Law
Cooley, Manion, Moore & James, P.C.
21 Custom House Street
Boston, MA 02110

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on July 14, 1993 in the Administrative Conference Room, 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 10 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by June 30, 1993.

9704378410 5

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 17th day of June, 1993.

Scott E. Thomas
Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

9704378406

I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by June 30, 1993:

1. Documents related to your borrowing $20,000 from your company to acquire funds to lend to Benco, Inc., including but not limited to any loan agreement or other note, memorandum or correspondence associated with the loan, and bank documentation of the deposit of these funds into your account.

2. Documents related to your borrowing against your 401K account and putting stocks on margin to acquire funds to lend to Benco, Inc., including but not limited to any agreement, memorandum or correspondence associated with these transactions, and bank documentation of the deposit of these funds into your account.

3. Documents related to your activities on behalf of Paul Tsongas, including, but not limited to, your activities for Citizens to Draft Tsongas.

4. Documents connected with any action you have taken to recoup your financial losses arising from loans to The Tsongas Committee, Nicholas Rizzo, and/or Benco, Inc.

5. Correspondence or other documents created, received, or discovered since the date of your previous subpoena response that relate to the loan transactions.

9704378408

COVINGTON & BURLING
1201 PENNSYLVANIA AVENUE, N.W.
P.O. BOX 7566
WASHINGTON, D.C. 20044
(202) 662-6000

TELEFAX: (202) 662-6291
TELEX: 89-593 (COVLING WSH)
CABLE: COVLING

RICHARD D. SHORE
DIRECT DIAL NUMBER
(202) 662-5452

ADELPHI HOUSE
46 HERTFORD STREET
LONDON W1Y7TP ENGLAND
TELEPHONE: 44-71-495-5655
TELEFAX: 44-71-495-3101

BRUSSELS CORRESPONDENT OFFICE
4A AVENUE DES ARTS
BRUSSELS 1040 BELGIUM
TELEPHONE: 32-2-512-9890
TELEFAX: 32-2-502-1598

June 23, 1993

BY FACSIMILE

Mary Tabor, Esq.
Federal Election Commission
Room 657
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR 3585 -- Elkin McCallum,
Respondent

Dear Ms. Tabor:

I am writing in connection with the above-referenced Matter Under Review to confirm the request that I made to you earlier today for a thirty-day extension of the return dates of the subpoena issued to Mr. Elkin McCallum by the Federal Election Commission on June 17, 1993. This request is necessitated by the absence from the country this week and next of Mr. Charles Ruff of this firm, Mr. McCallum's chief counsel in this matter.

Sincerely yours,

Richard D. Shore

9704378409

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

JUNE 24, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

W. Edgar Jessup, Jr.
Ervin, Cohen & Jessup
9401 Wilshire Blvd., 9th Floor
Beverly Hills, CA 90212

RE: MUR 3585

Dear Mr. Jessup:

On April 22, 1993, your client, Peter B. Caloyeras, was notified that the Federal Election Commission had found reason to believe he violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended.

Pursuant to its investigation of this matter, the Commission has issued the attached interrogatories requiring him to provide information which will assist the Commission in carrying out its statutory duty of supervising compliance with the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, U.S. Code.

He may consult with you as his attorney and or have you assist in the preparation of his responses to these interrogatories. It is required that he submit all answers to questions under oath within 30 days of receipt of these interrogatories. If you have any questions, please contact me at (202) 219-3690 or (800)424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Interrogatories and Request for Production of Documents

9704378411C

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

)
)
) MUR 3585
)
)

INTERROGATORIES AND REQUEST
FOR PRODUCTION OF DOCUMENTS

TO: Peter B. Caloyeras
c/o W. Edgar Jessup, Jr.
Ervin, Cohen & Jessup
9401 Wilshire Blvd., 9th Floor
Beverly Hills, CA 90212

In furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby requests that you submit answers in writing and under oath to the questions set forth below within 30 days of your receipt of this request. In addition, the Commission hereby requests that you produce the documents specified below, in their entirety, for inspection and copying at the Office of the General Counsel, Federal Election Commission, Room 659, 999 E Street, N.W., Washington, D.C. 20463, on or before the same deadline, and continue to produce those documents each day thereafter as may be necessary for counsel for the Commission to complete their examination and reproduction of those documents. Clear and legible copies or duplicates of the documents which, where applicable, show both sides of the documents may be submitted in lieu of the production of the originals.

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1. In connection with the meeting between you and Nicholas A. Rizzo on September 21, 1991, in Los Angeles, California:

   a. Identify all people present when Mr. Rizzo solicited the loan on behalf of The Tsongas Committee ("the Committee").

   b. How was the meeting between you and Mr. Rizzo arranged, including who contacted you and what reason was given for the meeting?

2. In connection with the $10,000 loan check dated September 21, 1991, which you wrote to The Tsongas Committee:

   a. Did you request or did Mr. Rizzo offer to issue a promissory note in connection with the loan specifying the conditions of repayment.

   b. Produce a copy of your canceled check.

   c. Provide bank statements showing the balance of your checking account from which the loan check was drawn for September 15, 1991 to October 1, 1991.

   d. What did Mr. Rizzo describe as the reason the funds were needed or the intended use of the proceeds from your loan?

3. In connection with the $1,000 contribution check dated June 28, 1991, which you wrote to the Committee:

   a. How was the contribution solicited? Produce any documents connected with the solicitation.

   b. To whom did you give the check? Produce any documents related to acknowledgment that the contribution had been received.

4. State any efforts you have made to collect payment on the $10,000 loan. Identify and produce documents connected with any action you have taken or anticipate taking to recoup your financial loss.

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5. Identify any persons associated with the Committee, other than Mr. Rizzo and Anthony Sutin, with whom you have had any kind of contact regarding fundraising.

   a. Identify the dates of any meetings, telephone conversations, or written correspondence between you and these individuals.

   b. Produce any written correspondence which you identify above.

   c. State whether you have discussed the $10,000 loan with any of these individuals.

6. Describe any contact you may have had since January 1991 with any of the following individuals: Paul E. Tsongas, Dennis Kanin, Steven Joncas, David Goldman, S. George Kokinos, Anastasios Kalogianis, Larry Ansin, Elkin McCallum, Thomas Kelley, Michael Spinelli, Roger Trudeau or William Berg. Produce any documents related to these contacts.

9704378411 3

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

JUNE 24, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Jonathan S. Springer, Esq.
Shaines & McEachern, PA
25 Maplewood Ave.
Portsmouth, NH 03801

RE: MUR 3585

Dear Mr. Springer:

On April 22, 1993, your client, Thomas D. Kelley, Jr., was notified that the Federal Election Commission had found reason to believe he violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended.

Pursuant to its investigation of this matter, the Commission has issued the attached interrogatories requiring him to provide information which will assist the Commission in carrying out its statutory duty of supervising compliance with the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, U.S. Code.

He may consult with you as his attorney and or have you assist in the preparation of his responses to these interrogatories. It is required that he submit all answers to questions under oath within 30 days of receipt of these interrogatories. If you have any questions, please contact me at (202) 219-3690 or (800)424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Interrogatories and Request for Production of Documents

9704378411 4

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) MUR 3585
)
)

INTERROGATORIES AND REQUEST
FOR PRODUCTION OF DOCUMENTS

TO: Thomas D. Kelley, Jr.
c/o Jonathan S. Springer, Esq.
Shaines & McEachern, PA
25 Maplewood Ave.
Portsmouth, NH 03801

In furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby requests that you submit answers in writing and under oath to the questions set forth below within 30 days of your receipt of this request. In addition, the Commission hereby requests that you produce the documents specified below, in their entirety, for inspection and copying at the Office of the General Counsel, Federal Election Commission, Room 659, 999 E Street, N.W., Washington, D.C. 20463, on or before the same deadline, and continue to produce those documents each day thereafter as may be necessary for counsel for the Commission to complete their examination and reproduction of those documents. Clear and legible copies or duplicates of the documents which, where applicable, show both sides of the documents may be submitted in lieu of the production of the originals.

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1. In connection with Nicholas Rizzo's solicitation of a loan on behalf of The Tsongas Committee ("the Committee"):

   a. State the precise date and location of each meeting you had with Mr. Rizzo.

   b. State your place of employment, your job title and the job title of your supervisor, Steven Griswold.

   c. Recount to the highest degree of specificity possible, the conversation in which Mr. Griswold introduced you to Mr. Rizzo. What was the occasion for the meeting? State the reasons that Mr. Griswold gave for wanting Mr. Rizzo to make your acquaintance.

   d. State your understanding of the prior relationship between Mr. Griswold and Mr. Rizzo. Describe any financial transactions between Mr. Griswold and Mr. Rizzo of which you are aware.

   e. State the precise date and location of the meeting at which Mr. Rizzo solicited the loan.

   f. Identify all people present when Mr. Rizzo solicited the loan on behalf of the Committee.

2. In connection with the $25,000 loan check dated October 22, 1991, which you wrote to The Tsongas Committee:

   a. State the date you provided the check to Mr. Rizzo.

   b. Provide statements from Bank East in Portsmouth, New Hampshire showing the balance of your checking account from which the loan check was drawn for October 1, 1991 to November 1, 1991.

   c. Given your statement that you have never made any other contributions to a political campaign, state why you agreed to lend $25,000 to the Committee.

   d. What did Mr. Rizzo describe as the reason the funds were needed or the intended use of the proceeds from your loan?

3. In regard to Mr. Rizzo's personal check dated September 25, 1992, and the accompanying letter:

   a. State why Mr. Rizzo directed the correspondence to Mr. Griswold.

   b. State what you believe Mr. Rizzo meant by "the problem surrounding this matter" as referred to in the last line of his letter.

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c. State why you did not attempt to deposit the check written by Mr. Rizzo.

4. State any efforts you have made to collect payment on the $25,000 loan.

a. Provide any documents related to any action you have taken or anticipate taking to recoup the $25,000.

b. Identify any steps Mr. Griswold or your employer have taken in regard to or as a result of the making of the $25,000 loan.

5. Identify any persons associated with The Tsongas Committee, other than Mr. Rizzo and Anthony Sutin, with whom you have had any kind of contact regarding fundraising.

a. Identify the dates of any meetings, telephone conversations, written correspondence, or other contact with these individuals.

b. Produce any written correspondence or other documents related to your association with these individuals.

6. Describe any contact you may have had since January 1991 with any of the following individuals : Paul E. Tsongas, Dennis Kanin, Steven Joncas, David Goldman, S. George Kokinos, Anastasios Kalogianis, Larry Ansin, Elkin McCallum, Peter Caloyeras, Michael Spinelli, Roger Trudeau or William Berg. Produce any documentation related to these contacts.

9704378411 7

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 24, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Tricia Melvin
1011 Great Pond Road
North Andover, MA 01845

RE: MUR 3585

Dear Ms. Melvin:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached Interrogatories and Request for Documents in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter, but rather a witness only.

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

You may consult with an attorney and have an attorney assist you in the preparation of your responses to these interrogatories. However, you are required to submit the information within 30 days of your receipt of these interrogatories. All answers to questions must be submitted under oath. If you have any questions, please contact me at (800) 424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Interrogatories and Request for Documents

9704378411 8

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 3585

INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

TO: Tricia Melvin
1011 Great Pond Road
North Andover, MA 01845

In furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby requests that you submit answers in writing and under oath to the questions set forth below within 30 days of your receipt of this request. In addition, the Commission hereby requests that you produce the documents specified below, in their entirety, for inspection and copying at the Office of the General Counsel, Federal Election Commission, Room 659, 999 E Street, N.W., Washington, D.C. 20463, on or before the same deadline, and continue to produce those documents each day thereafter as may be necessary for counsel for the Commission to complete their examination and reproduction of those documents. Clear and legible copies or duplicates of the documents which, where applicable, show both sides of the documents may be submitted in lieu of the production of the originals.

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1. Did you work for The Tsongas Committee ("the Committee"), either on a paid or volunteer basis?

   a. Describe your responsibilities as a representative of the Committee.

   b. Identify and produce documents relating to your involvement with the Committee.

2. What was you relationship to Nicholas A. Rizzo, Jr.?

   a. How did you become acquainted with Mr. Rizzo? What did you understand his role with the Committee to be? What did you observe his relationship with other Committee officials to be?

   b. Identify all projects you worked on with Mr. Rizzo and produce any documents relating to these projects.

3. In connection with the $1,000 check, dated January 22, 1992, signed by Mr. Rizzo, which you received from an account at the Andover Bank:

   a. State the reason you received this payment.

   b. State your belief as to the source of the funds paid to you.

   c. Identify any individuals you know to have received similar payments from the Andover Bank account.

4. Did you attend a meeting between Elkin McCallum and Mr. Rizzo on October 21, 1991?

   a. State the purpose of that meeting, who attended, and what was discussed. Produce any notes you may have taken during the meeting or other documents related to the meeting.

   b. Did Mr. Rizzo solicit money from Mr. McCallum during that meeting? If not, did Mr. Rizzo indicate that he had additional matters to discuss with Mr. McCallum after the meeting?

   c. Recount Mr. Rizzo's schedule for October 21, 1991, following the meeting. Were you in the company of Mr. Rizzo at Mr. McCallum's home on October 21, 1991?

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5. Identify other dates, times and locations of meetings you attended with Mr. Rizzo and supporters of The Tsongas Committee.

   a. For each meeting identified, state the purpose of the meeting, who attended, and what was discussed.

   b. Produce any notes you may have taken during the meetings and any other documents related to these meetings.

6. Describe any contact you may have had since January 1991 with any of the following individuals: Paul E. Tsongas, Dennis Kanin, Steven Joncas, David Goldman, S. George Kokinos, Anastasios Kalogianis, Larry Ansin, Peter Caloyeras, Elkin McCallum, Thomas Kelley, Michael Spinelli, Roger Trudeau or William Berg. Produce any notes, memoranda, correspondence or other documents related to contacts with these individuals.

9704378411 21

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 24, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Cindi Parker
Joan Fabrics
100 Vesper Executive Park
Tyngsboro, MA 01879-2710

RE: MUR 3585

Dear Ms. Parker:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached Interrogatories and Request for Documents in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter, but rather a witness only.

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

You may consult with an attorney and have an attorney assist you in the preparation of your responses to these interrogatories. However, you are required to submit the information within 30 days of your receipt of these interrogatories. All answers to questions must be submitted under oath. If you have any questions, please contact me at (800) 424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Interrogatories and Request for Documents

9704378412 2

INSTRUCTIONS

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

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

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

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to June 30, 1992.

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

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DEFINITIONS

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

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

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

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

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

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

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

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 3585

INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

TO: Cindi Parker
Joan Fabrics
100 Vesper Executive Park
Tyngsboro, MA 01879-2710

In furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby requests that you submit answers in writing and under oath to the questions set forth below within 30 days of your receipt of this request. In addition, the Commission hereby requests that you produce the documents specified below, in their entirety, for inspection and copying at the Office of the General Counsel, Federal Election Commission, Room 659, 999 E Street, N.W., Washington, D.C. 20463, on or before the same deadline, and continue to produce those documents each day thereafter as may be necessary for counsel for the Commission to complete their examination and reproduction of those documents. Clear and legible copies or duplicates of the documents which, where applicable, show both sides of the documents may be submitted in lieu of the production of the originals.

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1. Provide your job title and describe your duties and responsibilities as an employee of Elkin McCallum. How long have you worked in that position?

2. Did you attend a meeting between Mr. McCallum and Nicholas A. Rizzo, Jr. on October 21, 1991, at Mr. McCallum's office?

   a. What was the purpose of that meeting, who attended, and what was discussed? Produce any notes you may have taken during that meeting or any other documents related to the meeting.

   b. Did Mr. Rizzo solicit money from Mr. McCallum during that meeting? If not, did Mr. Rizzo indicate that he had additional matters to discuss with Mr. McCallum after the meeting?

   c. Recount Mr. McCallum's schedule for October 21, 1991 following the meeting. Were you present at Mr. McCallum's home later that day? Identify who else you knew to have visited Mr. McCallum's home later that day.

3. Identify other dates, times and locations of meetings between Mr. McCallum and Mr. Rizzo of which you were aware.

   a. For each meeting identified, state the purpose of the meeting, who attended, and what was discussed.

   b. Produce any notes you may have taken during the meetings or any other documents related to those meetings.

4. Identify all activities, including fundraising projects and solicitation of contributions, that Mr. McCallum undertook for the benefit of The Tsongas Committee or Paul Tsongas as a candidate for the Democratic presidential nomination.

   a. How much time did you devote to each of the activities identified? Identify any other employees of Joan Fabrics who worked on these or other activities benefiting The Tsongas Committee and the amount of time they worked.

   b. State the total number of letters that were prepared and sent in connection with each of the activities identified. Identify and produce examples of these letters and corresponding mailing lists.

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c. To the best of your ability, estimate the cost incurred by Joan Fabrics for these activities, including costs for stationary, printing, postage, and staff time.

d. Identify and produce all documents related to the costs of these activities, including copies of checks, check register entries, invoices and receipts.

5. Are you aware of loans or other contributions made by Mr. McCallum to The Tsongas Committee? If so, state how you became aware of these transactions and what you know about the solicitation of Mr. McCallum's funds.

6. Aside from Mr. Rizzo, identify any representative of The Tsongas Committee with whom you or Mr. McCallum have had contact regarding fundraising. State when the contact occurred and what was said. Produce any documents related to these contacts.

7. Describe any contact you may have had since January 1991 with any of the following individuals: Paul E. Tsongas, Dennis Kanin, Steven Joncas, David Goldman, S. George Kokinos, Anastasios Kalogianis, Larry Ansin, Peter Caloyeras, Thomas Kelley, Michael Spinelli, Roger Trudeau or William Berg. Produce any documents related to these contacts.

9704378412 7

LAW OFFICES
NYMAN & GAFFNEY
ATTORNEYS

PHILIP S. NYMAN
KEVIN A GAFFNEY

LEGAL ASSOCIATES PROFESSIONAL BUILDING
375-385 GORHAM STREET
LOWELL, MASSACHUSETTS 01852

TEL. AREA CODE 508
454-1321
459-0754
FAX NO. (508) 934-0614

BY FACSIMILE AND CERTIFIED MAIL

June 29, 1993

RECEIVED
FEDERAL ELECTION COMMISSION
93 JUN 29 AM 11:06

Ms. Mary Tabor
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: Michael A. Spinelli, MUR 3585

Dear Ms. Tabor:

Mr. Spinelli is in receipt of your letter dated June 17, 1993, enclosing the subpoena requesting that he appear on July 13, 1993 to testify in Boston with regard to the above-referenced matter. Mr. Spinelli will be out of the Commonwealth on a pre-planned trip and will not return until July 18, 1993. Mr. Spinelli intends to cooperate in any way that he can with the F.E.C., however, this conflict is beyond his control.

Mr. Spinelli will make himself available for a deposition any time after July 18, 1993.

With respect to the production of documents listed on the subpoena, there are no documents which satisfy the document requests.

Thank you for your attention to this matter.

Sincerely,

NYMAN & GAFFNEY

Philip S. Nyman

Philip S. Nyman

PSN/mbl

cc: Michael Spinelli

printed on recycled paper

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RECEIVED
F.E.C.
SECRETARIAT
93 JUN 16 PM 4:47

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

SENSITIVE

Thomas D. Kelley, Jr.	)	
Michael Spinelli	)	
Peter B. Caloyeras	)	
Elkin McCallum	)	MUR 3585
Lawrence Ansin	)	
Anastasios Kalogianis	)	
Roger Trudeau	)	
William Berg	)	

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On April 12, 1993, the Commission found reason to believe that Thomas D. Kelley Jr., Michael Spinelli, Peter B. Caloyeras, Lawrence Ansin, Elkin McCallum, Anastasios Kalogianis, Roger Trudeau, and William Berg violated 2 U.S.C. § 441a(a)(1)(A) by making contributions in the form of loans to the Tsongas for President Committee ("the Committee") in excess of their individual contribution limitations. The Commission also found reason to believe that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Nicholas A. Rizzo, but intending it to benefit the Committee. Moreover, the Commission issued subpoenas to Roger Trudeau and William Berg and authorized this Office to depose the respondents and other individuals related to this matter.

We have received responses to the reason to believe findings and subpoenas from all of the respondents. A number of the respondents have requested to enter into pre-probable cause conciliation at this time, including Anastasios Kalogianis,

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Michael Spinelli, Thomas D. Kelley, Jr., Elkin McCallum, Peter B. Caloyeras, Roger Trudeau, and William Berg. Attachments 1-7. Counsel for Lawrence Ansin has requested that the Commission take no further action with regard to his client because Mr. Ansin is terminally ill with a brain tumor. Attachment 8.

II. ANALYSIS

This Office recommends that the Commission deny the requests for pre-probable cause conciliation at this time. This Office is currently investigating this matter and plans to depose a number of the respondents and other individuals and to issue interrogatories. The facts in this matter need additional clarification. Therefore, entering into pre-probable cause conciliation at this time would be premature. After we have completed the investigation, this Office will report to the Commission with appropriate recommendations.

Moreover, this Office recommends that the Commission take no further action against Lawrence Ansin. Mr. Ansin has a massive brain tumor which has not responded to treatment. Attachment 8. His life expectancy is very short, and he is unable to communicate with his counsel to assist in his own defense. Id. Given these circumstances, we do not believe the Commission should pursue the violation by Mr. Ansin.

III. RECOMMENDATIONS

1. Decline, at this time, to enter into conciliation with Anastasios Kalogianis, Michael Spinelli, Thomas D. Kelley, Jr., Elkin McCallum, Peter B. Caloyeras, Roger Trudeau, and William Berg prior to a finding of probable cause to believe.

2. Take no further action against Lawrence Ansin.

3. Close the file as it pertains to Lawrence Ansin.

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4. Approve the appropriate letters.

Date 6/16/93

Lawrence M. Noble
General Counsel

Attachments

1. Request for Conciliation by Anastasios Kalogianis
2. Request for Conciliation by Michael Spinelli
3. Request for Conciliation by Thomas D. Kelley, Jr.
4. Request for Conciliation by Elkin McCallum
5. Request for Conciliation by Peter B. Caloyeras
6. Request for Conciliation by Roger Trudeau
7. Request for Conciliation by William Berg
8. Request for no further action by Lawrence Ansin

Staff Assigned: Delanie DeWitt Painter
Mary Tabor

9704378411

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Thomas D. Kelley, Jr.;	)	
Michael Spinelli;	)	
Peter B. Caloyeras;	)	
Elkin McCallum;	)	MUR 3585
Lawrence Ansin;	)	
Anastasios Kalogianis;	)	
Roger Trudeau;	)	
William Berg.	)	

9704318432

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on June 22, 1993, the Commission decided by a vote of 6-0 to take the following actions in MUR 3585:

1. Decline, at this time, to enter into conciliation with Anastasios Kalogianis, Michael Spinelli, Thomas D. Kelley, Jr., Elkin McCallum, Peter B. Caloyeras, Roger Trudeau, and William Berg prior to a finding of probable cause to believe.

2. Take no further action against Lawrence Ansin.

(Continued)

3. Close the file as it pertains to Lawrence Ansin.

4. Approve the appropriate letters, as recommended in the General Counsel's Report dated June 16, 1993.

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

Attest:

6-23-93
Date

Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Wed., June 16, 1993 4:47 p.m.
Circulated to the Commission: Thurs., June 17, 1993 4:00 p.m.
Deadline for vote: Tues., June 22, 1993 4:00 p.m.

bjr

9704378_4133

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 29, 1993

John K. Markey
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111

RE: MUR 3585

Dear Mr. Markey:

On April 22, 1993, your client, Lawrence Ansin, was notified that the Federal Election Commission found reason to believe that he violated 2 U.S.C. § 441a(a)(1)(A). On May 28, 1993, you submitted a response to the Commission's reason to believe finding.

After considering the circumstances of the matter, the Commission determined on June 22, 1993, to take no further action against Mr. Ansin, and closed the file as it pertains to him. The file will be made public within 30 days after this matter has been closed with respect to all other respondents involved.

You are advised that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply with respect to all respondents still involved in this matter. The Commission will notify you when the entire file has been closed.

If you have any questions, please contact me at (202)219-3690 or (800)424-9530.

Sincerely,

Delanie DeWitt Painter
Attorney

9704318434

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 29, 1993

William H. Schweitzer, Esq.
E. Mark Braden, Esq.
Baker & Hostetler
1050 Connecticut Ave., N.W.
Suite 1100
Washington, D.C. 20036

RE: MUR 3585

Dear Mr. Schweitzer and Mr. Braden:

On April 22, 1993, your client, Anastasios Kalogianis, was notified that the Federal Election Commission found reason to believe that he violated 2 U.S.C. § 441a(a)(1)(A). On May 6, 1993, you submitted a request to enter into conciliation negotiations prior to a finding of probable cause to believe.

The Commission has considered your request and determined, because of the need to complete the investigation, to decline at this time to enter into conciliation prior to a finding of probable cause to believe. At such time when the investigation in this matter has been completed, the Commission will reconsider your request to enter into conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact me at (202)219-3690 or (800)424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

9704378435

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 29, 1993

Philip S. Nyman, Esq.
Nyman & Gaffney
375-385 Gorham St.
Lowell, MA 01852

RE: MUR 3585

Dear Mr. Nyman:

On April 22, 1993, your client, Michael Spinelli, was notified that the Federal Election Commission found reason to believe that he violated 2 U.S.C. § 441a(a)(1)(A). On May 17, 1993, you submitted a request to enter into conciliation negotiations prior to a finding of probable cause to believe.

The Commission has considered your request and determined, because of the need to complete the investigation, to decline at this time to enter into conciliation prior to a finding of probable cause to believe. At such time when the investigation in this matter has been completed, the Commission will reconsider your request to enter into conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact me at (202)219-3690 or (800)424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

9704378441 36

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 29, 1993

David L. Kelston, Esq.
Friedman & Atherton
Exchange Place
53 State St.
Boston, MA 02109

RE: MUR 3585

Dear Mr. Kelston:

On April 22, 1993, your client, William Berg, was notified that the Federal Election Commission found reason to believe that he violated 2 U.S.C. § 441a(a)(1)(A). On May 6, 1993, you submitted a request to enter into conciliation negotiations prior to a finding of probable cause to believe.

The Commission has considered your request and determined, because of the need to complete the investigation, to decline at this time to enter into conciliation prior to a finding of probable cause to believe. At such time when the investigation in this matter has been completed, the Commission will reconsider your request to enter into conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact me at (202)219-3690 or (800)424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

9704378413 7

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 29, 1993

Edward C. Cooley, Esq.
Cooley, Manion, Moore & Jones, P.C.
21 Custom House St.
Boston, MA 02110

RE: MUR 3585

Dear Mr. Cooley:

On April 22, 1993, your client, Roger Trudeau, was notified that the Federal Election Commission found reason to believe that he violated 2 U.S.C. § 441a(a)(1)(A). On May 13, 1993, you submitted a request to enter into conciliation negotiations prior to a finding of probable cause to believe.

The Commission has considered your request and determined, because of the need to complete the investigation, to decline at this time to enter into conciliation prior to a finding of probable cause to believe. At such time when the investigation in this matter has been completed, the Commission will reconsider your request to enter into conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact me at (202)219-3690 or (800)424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

9704378418

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 29, 1993

Charles F.C. Ruff, Esq.
Covington & Burling
1201 Pennsylvania Ave., N.W.
Washington, D.C. 20044

RE: MUR 3585

Dear Mr. Ruff:

On April 22, 1993, your client, Elkin McCallum, was notified that the Federal Election Commission found reason to believe that he violated 2 U.S.C. § 441a(a)(1)(A). On May 26, 1993, you submitted a request to enter into conciliation negotiations prior to a finding of probable cause to believe.

The Commission has considered your request and determined, because of the need to complete the investigation, to decline at this time to enter into conciliation prior to a finding of probable cause to believe. At such time when the investigation in this matter has been completed, the Commission will reconsider your request to enter into conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact me at (202)219-3690 or (800)424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

9704378439

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 29, 1993

Jonathan S. Springer, Esq.
Shaines & McEachern, P.A.
25 Maplewood Ave.
Portsmouth, N.H. 03801

RE: MUR 3585

Dear Mr. Springer:

On April 22, 1993, your client, Thomas D. Kelley, Jr., was notified that the Federal Election Commission found reason to believe that he violated 2 U.S.C. § 441a(a)(1)(A). On May 11, 1993, you submitted a request to enter into conciliation negotiations prior to a finding of probable cause to believe.

The Commission has considered your request and determined, because of the need to complete the investigation, to decline at this time to enter into conciliation prior to a finding of probable cause to believe. At such time when the investigation in this matter has been completed, the Commission will reconsider your request to enter into conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact me at (202)219-3690 or (800)424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JUNE 29, 1993

W. Edgar Jessup, Jr., Esq.
Ervin, Cohen & Jessup
Ninth Floor
9401 Wilshire Boulevard
Beverly Hills, CA 90212-2974

RE: MUR 3585

Dear Mr. Jessup:

On April 22, 1993, your client, Peter B. Caloyeras, was notified that the Federal Election Commission found reason to believe that he violated 2 U.S.C. § 441a(a)(1)(A). On May 26, 1993, you submitted a request to enter into conciliation negotiations prior to a finding of probable cause to believe.

The Commission has considered your request and determined, because of the need to complete the investigation, to decline at this time to enter into conciliation prior to a finding of probable cause to believe. At such time when the investigation in this matter has been completed, the Commission will reconsider your request to enter into conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact me at (202)219-3690 or (800)424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

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FEDERAL ELECTION COMMISSION
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&
HOSTETLER
COUNSELLORS AT LAW

WASHINGTON SQUARE, SUITE 1100 • 1050 CONNECTICUT AVENUE, N.W. • WASHINGTON, D.C. 20036-5304 • (202) 861-1500
FAX (202) 861-1783 • TELEX 2357276
WRITER'S DIRECT DIAL NUMBER (202) 861-1504

June 30, 1993

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

Re: MUR 3585

Dear Ms. Tabor:

This letter is a request to extend the time for Mr. Kalogianis to respond to your request for production of documents and the subpoena dated June 17, 1993. As I indicated in our earlier telephone discussion, Mr. Kalogianis does not believe that he has any additional correspondence or other documents created, received or discovered since the date of your previous subpoena relating to the transaction in question in this matter.

Mr. Kalogianis does believe that there maybe a very limited number of documents which would be covered by your request for documents in connection with any action he has "taken to recoup financial losses arising from loans to The Tsongas Campaign or Nicholas Rizzo." He believes these documents may have been created by his personal attorney in Massachusetts who is on vacation until the end of this week. On the return of his counsel, Mr. Kalogianis will obtain these documents if they exist and I will promptly transmit them to the Commission upon receipt. In light of the limited number of documents involved, this extension should not impose any difficulty upon the Commission counsel's preparation for the July 13th deposition of Mr. Kalogianis.

Thank you in advance for your cooperation in this matter. Should you have any questions, please contact me.

Sincerely,

Mark Braden

E. Mark Braden

EMB/bss

9704378411 42

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JULY 1, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Dennis Kanin
65 Stuart Road
Newton, MA 02159

RE: MUR 3585

Dear Mr. Kanin:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena which requires you to appear and give sworn testimony at the time and place indicated in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case. You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $40, plus mileage. Subsequent to the deposition, you will be sent a check for the witness fee and mileage. Within two days of your receipt of this notification, please confirm your scheduled appearance with me at (800) 424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Subpoena

9704378443

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
)

SUBPOENA

TO: Dennis Kanin
65 Stuart Road
Newton, MA 02159

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on August 17, 1993, in the Administrative Conference Room, 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 10 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by July 30, 1993.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 30th day of June, 1993.

Scott E. Thomas
Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

9704378414

I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by July 30, 1993:

1. All documents, including but not limited to -- correspondence, notes, memoranda, schedules, itineraries, briefing materials, employment contracts, resumes, invitations, guest lists, and fundraising solicitations -- received from, sent to, concerning or mentioning the following individuals created, received or sent in connection with the 1992 presidential election:

   Nicholas A. Rizzo, Jr.
   Carla Maria Degnan
   Beth Cataldo
   James T. Lichoulas
   Lawrence Ansin
   William Berg
   Peter B. Caloyeras
   Thomas Kelley
   Elkin McCallum
   Anastasios Kalogianis
   Michael A. Spinelli
   Roger Trudeau

2. All documents relating to the citizens for Tsongas Committee, or any effort to draft Paul Tsongas back into the Democratic presidential race after his candidacy ended on March 19, 1992.

3. Documents relating to the organizational hierarchy of the 1992 presidential campaign, including charts or staff lists showing individuals' job titles, including any revised lists reflecting changes in personnel or job titles.

4. All campaign procedure documents used by The Tsongas Committee ("the Committee"), including but not limited to, instructions on the processing of contributions to the Committee, expenditures by the Committee, Committee reimbursement policies, and explanations of federal campaign finance law.

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5. Documents relating to any private audits or investigations conducted by or on behalf of the Committee in response to reports by contributors who had not received acknowledgments of their contributions. Documents related to the costs of these audits and investigations, including canceled checks, receipts, invoices or check registers.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JULY 1, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

S. George Kokinos
34 Pleasant Street
Andover, MA 01810

RE: MUR 3585

Dear Mr. Kokinos:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena which requires you to appear and give sworn testimony at the time and place indicated in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case. You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $40, plus mileage. Subsequent to the deposition, you will be sent a check for the witness fee and mileage. Within two days of your receipt of this notification, please confirm your scheduled appearance with me at (800) 424-9530.

Sincerely,

Delanie DeWitt Painter
Attorney

Enclosure
Subpoena

9704378411 8

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 3585)

SUBPOENA

TO: S. George Kokinos
34 Pleasant Street
Andover, MA 01810

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on August 18, 1993, in the Administrative Conference Room, 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 10 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by July 30, 1993.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 30th day of June, 1993.

Scott E. Thomas
Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

9704378419

I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by July 30, 1993:

1. All documents, including but not limited to -- correspondence, notes, memoranda, schedules, itineraries, briefing materials, employment contracts, resumes, invitations, guest lists, and fundraising solicitations -- received from, sent to, concerning or mentioning the following individuals created, received or sent in connection with the 1992 presidential election:

   Nicholas A. Rizzo, Jr.
   Carla Maria Degnan
   Beth Cataldo
   James T. Lichoulas
   Lawrence Ansin
   William Berg
   Peter B. Caloyeras
   Thomas Kelley
   Elkin McCallum
   Anastasios Kalogianis
   Michael A. Spinelli
   Roger Trudeau

2. All documents relating to the citizens for Tsongas Committee, or any effort to draft Paul Tsongas back into the Democratic presidential race after his candidacy ended on March 19, 1992.

3. Documents relating to the organizational hierarchy of the 1992 presidential campaign, including charts or staff lists showing individuals' job titles, including any revised lists reflecting changes in personnel or job titles.

4. All campaign procedure documents used by The Tsongas Committee ("the Committee"), including but not limited to, instructions on the processing of contributions to the Committee, expenditures by the Committee, Committee reimbursement policies, and explanations of federal

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campaign finance law. Identify who received these documents.

5. All documents relating to any private audits or investigations conducted by or on behalf of the Committee in response to reports by contributors who had not received acknowledgments of their contributions. Documents related to the costs of these audits and investigations, including canceled checks, receipts, invoices or check registers.

6. All documents related to personal loans you received from or made to Nicholas A. Rizzo, Jr. from January 1, 1991 to the present, including but not limited to, canceled checks, check registers, promissory notes or receipts.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JULY 1, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Paul E. Tsongas
Foley Hoag & Eliot
One Post Office Square
Boston, MA 02109

RE: MUR 3585

Dear Senator Tsongas:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena which requires you to appear and give sworn testimony at the time and place indicated in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case. You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $40, plus mileage. Subsequent to the deposition, you will be sent a check for the witness fee and mileage. Within two days of your receipt of this notification, please confirm your scheduled appearance with Delanie DeWitt Painter at (800)424-9530.

Sincerely,

Carmen R. Johnson
Assistant General Counsel

Enclosure
Subpoena

9704378415 3

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
)

SUBPOENA

TO: The Honorable Paul E. Tsongas
Foley Hoag & Eliot
One Post Office Square
Boston, MA 02109

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on August 19, 1993, in the Conference Room 328, J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 10 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by July 30, 1993.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 30th day of June, 1993.

Scott E. Thomas
Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

9704378415 4

I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

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II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by July 30, 1993:

1. All documents, including but not limited to -- correspondence, notes, memoranda, schedules, itineraries, briefing materials, employment contracts, resumes, invitations, guest lists, and fundraising solicitations -- received from, sent to, concerning or mentioning the following individuals created, received or sent in connection with the 1992 presidential election:

   Nicholas A. Rizzo, Jr.
   Carla Maria Degnan
   Beth Cataldo
   James T. Lichoulas
   Lawrence Ansin
   William Berg
   Peter B. Caloyeras
   Thomas Kelley
   Elkin McCallum
   Anastasios Kalogianis
   Michael A. Spinelli
   Roger Trudeau

2. All documents relating to the citizens for Tsongas Committee, or any effort to draft you back into the Democratic presidential race after your candidacy ended on March 19, 1992.

3. Documents relating to the organizational hierarchy of the 1992 presidential campaign, including charts or staff lists showing individuals' job titles, including any revised lists reflecting changes in personnel or job titles.

4. All campaign procedure documents used by The Tsongas Committee ("the Committee"), including but not limited to, instructions on the processing of contributions to the Committee, expenditures by the Committee, Committee reimbursement policies, and explanations of federal campaign finance law.

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5. Documents relating to any private audits or investigations conducted by or on behalf of the Committee in response to reports by contributors who had not received acknowledgments of their contributions. Documents related to the costs of these audits and investigations, including canceled checks, receipts, invoices or check registers.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JULY 1, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Steven Joncas
93 Holyrood Avenue
Lowell, MA 01852

RE: MUR 3585

Dear Mr. Joncas:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena which requires you to appear and give sworn testimony at the time and place indicated in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case. You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $40, plus mileage. Subsequent to the deposition, you will be sent a check for the witness fee and mileage. Within two days of your receipt of this notification, please confirm your scheduled appearance with me at (800) 424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Subpoena

9704384158

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
)

SUBPOENA

TO: Steven Joncas
93 Holyrood Avenue
Lowell, MA 01852

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on August 16, 1993, in the Administrative Conference Room, 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 10 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by July 30, 1993.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 30th day of June, 1993.

Scott E. Thomas
Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

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I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by July 30, 1993:

1. All documents, including but not limited to -- correspondence, notes, memoranda, schedules, itineraries, briefing materials, employment contracts, resumes, invitations, guest lists, and fundraising solicitations -- received from, sent to, concerning or mentioning the following individuals created, received or sent in connection with the 1992 presidential election:

   Nicholas A. Rizzo, Jr.
   Carla Maria Degnan
   Beth Cataldo
   James T. Lichoulas
   Lawrence Ansin
   William Berg
   Peter B. Caloyeras
   Thomas Kelley
   Elkin McCallum
   Anastasios Kalogianis
   Michael A. Spinelli
   Roger Trudeau

2. All campaign procedure documents used by The Tsongas Committee ("the Committee"), including but not limited to, instructions on the processing of contributions to the Committee, expenditures by the Committee, Committee reimbursement policies, and explanations of federal campaign finance law. Identify who you knew had received these documents during the campaign.

3. Any calendar, appointment book or other schedule you maintained in relation to your work for the Committee.

9704378411

OGC 9324

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

One Financial Center
Boston, Massachusetts 02111

701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
Telephone: 202/434-7300
Fax: 202/434-7400

Telephone: 617/542-6000
Fax: 617/542-2241

John K. Markey

Direct Dial Number
617/348-1686

June 28, 1993

93 JUL -1 AM 9:12

Mary Tabor, Esq.
Associate General Counsel
Federal Election Commission
999 E. Street, N.W.
Washington, D.C. 20463

Re: MUR 3585

Dear Ms. Tabor:

Please find enclosed a copy of the death notice of Mr. Lawrence Ansin for your information.

In light of Mr. Ansin's passing, I am again requesting that the Commission dismiss any further proceedings relating to this matter.

Very truly yours,

John K. Markey

Enclosure

300078.1JKM/mpj

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Obituaries

Lawrence Ansin; textiles CEO, founded investment group; at 53

LAWRENCE ANSIN
Businessman, philanthropist

Funeral services will be held today for Lawrence Ansin, chief executive officer of his family's textile business in Lowell, who died Thursday at his home of complications from a brain tumor. He was 53 and lived in Weston.

Born in Cambridge, he was raised in Brookline and graduated from high school there. He later graduated from the Wharton Business School at the University of Pennsylvania, where he was president of Sigma Alpha Mu fraternity.

In 1963, he joined his family's business, Joan Fabrics of Lowell, working closely with his father and brother. Over the next 25 years, he climbed the ladder, becoming president, chief executive officer, and finally chairman of the board.

Under his leadership, Joan Fabrics grew from a medium-sized manufacturer of furniture fabrics into one of the largest producers of automotive fabrics in the United States.

In 1988, he sold his family control of the company.

During his career, he was founder and president of the Lowell Plan, which oversaw the rehabilitation of the City of Lowell. He served on numerous boards, including those of the Bank of New England North, Lowell General Hospital, the University of Lowell and the Merrimac Repertory Theatre.

After selling Joan Fabrics, he remained active in the business community. He founded and became president of the Boston Acquisition Group, a team of investors who sought out business and real estate opportunities.

A prominent philanthropist, Mr. Ansin founded the Merrimack Valley United Jewish Communities. He served on the boards of the Beth Israel Hospital, Combined Jewish Philanthropies and the Hebrew Rehabilitation Center for the Aged.

Mr. Ansin leaves his wife, Susan (Leopold); a son, Gregory of Lexington; a daughter, Lisa Ansin of Lexington; three stepdaughters, Meg Mandel of Brookline, Ann Leopold of Mexico City and Beth Leopold of Philadelphia; a stepson, David Leopold of Weston; his father, Harold, and his stepmother, Adeline, of Chestnut Hill; a brother, Joseph of Brookline; and a sister, Betty Ansin Smallwood of Bethesda, Md.

Funeral services will be held at 3 p.m. in Temple Ohabei Shalom in Brookline. Burial will be in Sharon Memorial Park.

9704378413

RECEIVED
FEDERAL ELECTION COMMISSION
93 JUL -2 PM 3:15

LAW OFFICES
NYMAN & GAFFNEY
ATTORNEYS

LEGAL ASSOCIATES PROFESSIONAL BUILDING
375-385 GORHAM STREET
LOWELL, MASSACHUSETTS 01852

PHILIP S. NYMAN
KEVIN J. GAFFNEY

TEL. AREA CODE 508
453-1321
459-0754
FAX NO. (508) 934-0614

BY FACSIMILE AND CERTIFIED MAIL

June 29, 1993

Ms. Mary Tabor
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: Michael A. Spinelli, MUR 3585

Dear Ms. Tabor:

Mr. Spinelli is in receipt of your letter dated June 17, 1993, enclosing the subpoena requesting that he appear on July 13, 1993 to testify in Boston with regard to the above-referenced matter. Mr. Spinelli will be out of the Commonwealth on a pre-planned trip and will not return until July 18, 1993. Mr. Spinelli intends to cooperate in any way that he can with the F.E.C., however, this conflict is beyonc his control.

Mr. Spinelli will make himself available for a deposition any time after July 18, 1993.

With respect to the production of documents listed on the subpoena, there are no documents which satisfy the document requests.

Thank you for your attention to this matter.

Sincerely,

NYMAN & GAFFNEY

Philip S. Nyman

Philip S. Nyman

PSN/mbl

cc: Michael Spinelli

printed on recycled paper

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RECEIVED
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SECRETARIAT
93 JUN 28 PM 12:43

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 28, 1993

SENSITIVE

MEMORANDUM

TO: The Commission

FROM: Lawrence M. Noble
General Counsel

BY: Kim Bright-Coleman KBC
Associate General Counsel

Carmen R. Johnson
Assistant General Counsel

Delanie DeWitt Painter DDP
Attorney

Mary Tabor MT
Attorney

SUBJECT: MUR 3585
Request for Extension of Time

By letter dated June 23, 1993, Richard D. Shore requested an extension of 30 days for his firm's client Elkin McCallum to appear for deposition and to produce documents requested in a subpoena issued June 17, 1993. Attachment 1. The deposition is scheduled for July 12, 1993, in Boston and the documents are due by June 30, 1993. The letter explains that an extension is necessary because Mr. McCallum's chief counsel Charles Ruff is out of the country "this week and next." On April 22, 1993, the Commission found reason to believe that Mr. McCallum violated 2 U.S.C. § 441a(a)(1)(A) by making $150,000 in loans to The Tsongas Committee, and knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making another $100,000 loan to Nicholas A. Rizzo, with the intent to benefit the Tsongas Committee.

The Office of the General Counsel recommends that the Commission grant an extension of time to produce any necessary documents, but deny the requested postponement of the deposition. Respondent's counsel has not indicated that a conflict exists with the time of the scheduled deposition, but rather that Mr. Ruff will not return to the office until a week before the deposition. Moreover, this Office notes that Mr. McCallum has also designated Rudolph F. Pierce of Goulston & Storrs as a second counsel in this matter. Mr. Pierce's firm is located in Boston, which is in close proximity to Mr. McCallum's residence in Lowell, Massachusetts. In addition, this Office believes it will significantly advance the investigation in this

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case to depose Mr. McCallum as soon as possible. Finally, Mr. Shore indicated in a June 23, 1993 telephone conversation that he was not fully aware of Mr. Ruff's schedule, but that an extension of the production of documents was a more immediate concern than the date of the deposition.

RECOMMENDATIONS

The Office of General Counsel recommends that the Commission:

1. Grant Mr. McCallum an extension of 30 days, until July 30, 1993, to produce documents requested in a subpoena issued June 17, 1993;

2. Deny Mr. McCallum the requested extension of 30 days to appear for a deposition scheduled for July 12, 1993; and

3. Approve the appropriate letter.

Attachment
Request for Extension

9704378416

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Elkin McCallum.) MUR 3585

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on July 1, 1993, the Commission decided by a vote of 5-0 to take the following actions in MUR 3585:

1. Grant Mr. McCallum an extension of 30 days, until July 30, 1993, to produce documents requested in a subpoena issued June 17, 1993.

2. Deny Mr. McCallum the requested extension of 30 days to appear for a deposition scheduled for July 12, 1993; and

3. Approve the appropriate letter, as recommended in the General Counsel's Report dated June 28, 1993.

Commissioners Aikens, Elliott, McGarry, Potter, and Thomas voted affirmatively for the decision; Commissioner McDonald did not cast a vote.

Attest:

7-1-93
Date

Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Mon., June 28, 1993 12:43 p.m.
Circulated to the Commission: Mon., June 28, 1993 4:00 p.m.
Deadline for vote: Thurs., July 01, 1993 4:00 p.m.

bjr

9704378417

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JULY 2, 1993

Charles F.C. Ruff, Esq.
Richard D. Shore, Esq.
Covington & Burling
1201 Pennsylvania Ave. N.W.
Washington, D.C. 20044

RE: MUR 3585
Elkin McCallum

Dear Mr. Ruff and Mr. Shore:

This is in response to your letter dated June 23, 1993, on behalf of your client Elkin McCallum, requesting an extension of 30 days to respond to the Commission's subpoena for deposition and documents.

Considering the Federal Election Commission's responsibilities to act expeditiously in the conduct of investigations, the Commission has denied your request for an extension of time for the deposition scheduled for July 12, 1993. However, the Commission has agreed to an extension of 30 days for Mr. McCallum to produce any documents requested by the Office of General Counsel. Accordingly, the documents are due by close of business on July 30, 1993.

If you have any questions, please contact me at (202)219-3690.

Sincerely,

Mary Tabor

Mary Tabor
Attorney

9704378418

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JULY 6, 1993

Philip S. Nyman
Nyman & Gaffney
375-385 Gorham St.
Lowell, MA 01852

RE: MUR 3585
Michael A. Spinelli

Dear Mr. Nyman:

This is in response to your letter dated June 29, 1993, which we received on July 1, 1993, requesting an extension until after July 18, 1993, to respond to the Commission's subpoena for deposition on behalf of your client Michael A. Spinelli. After considering the circumstances presented in your letter, the Office of the General Counsel has granted the requested extension. This Office will contact you about rescheduling the deposition.

If you have any questions, please contact Delanie DeWitt Painter at (202)219-3690 or (800)424-9530.

Sincerely,

Carmen R. Johnson
Assistant General Counsel

9704378419

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JULY 6, 1993

E. Mark Braden
Baker & Hostetler
Washington Square, Suite 1100
1050 Connecticut Ave., N.W.
Washington, D.C. 20036-5304

RE: MUR 3585
Anastasios Kalogianis

Dear Mr. Braden:

This is in response to your letter dated June 30, 1993, requesting an extension to respond to the Commission's subpoena request for documents relating to actions by your client, Anastasios Kalogianis, to recoup his financial losses arising from loans made to The Tsongas Committee.

Your letter explained that a Massachusetts attorney representing Mr. Kalogianis is out of town until the end of the week of June 27, 1993. Thus, Mr. Kalogianis will not be able to obtain what documents may exist until the return of his counsel. Your letter also notes that the delay in obtaining the documents "should not pose any difficult upon the Commission counsel's preparation for the July 13th deposition of Mr. Kalogianis." After considering the circumstances presented in your letter, the Office of the General Counsel has granted the requested extension. Accordingly, the documents are due by close of business on July 8, 1993.

If you have any questions, please contact Delanie DeWitt Painter at (202)219-3690 or (800)424-9530.

Sincerely,

Carmen R. Johnson
Assistant General Counsel

97043784117C

RECEIVED
F.E.C.
SECRETARIAT
93 JUL 13 AM 10:16

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 13, 1993

SENSITIVE

MEMORANDUM

TO: The Commission

FROM: Lawrence M. Noble
General Counsel

Kim Bright-Coleman
Associate General Counsel

SUBJECT: MUR 3585
Request for Delay of Depositions

On July 7, 1993, the Office of General Counsel received a letter from the United States Attorney for the District of Massachusetts requesting that the Commission delay taking depositions of individuals who loaned money to The Tsongas Committee ("the Committee") and who are likely to be called as witnesses in United States v. Rizzo. Attachment 1. The letter, signed by Assistant U.S. Attorney Joseph Savage, explained that he is required by 18 U.S.C. § 3500 to provide any statements made by these potential witnesses to the defendant. The letter continued by expressing the concern that statements made by witnesses in the Commission's depositions that could be perceived as inconsistent with earlier testimony in the criminal investigation could be used by the defense in cross examination. Mr. Savage requests that the depositions be rescheduled for after completion of Mr. Rizzo's criminal trial.

In connection with MUR 3585, this Office is scheduled to depose Respondent Elkin McCallum on July 12, 1993, and Respondents Roger Trudeau and Anastasios Kalogianis on July 13, 1993. On April 22, 1993, the Commission found reason to believe that all three individuals violated 2 U.S.C. § 441a(a)(1)(A) by making loans intended to benefit the Committee. These depositions are critical to confirm that these individuals made excessive contributions and to garner additional evidence to use in the ongoing audit of the Committee.

The Office of the General Counsel is proceeding with the depositions and recommends that the Commission officially deny the requested postponement of the depositions. This Office believes it will significantly advance the investigation in this case to conduct the depositions as soon as possible. The information obtained as result of the depositions may also impact on the Commission's audit of the Tsongas Committee.

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Contrary to the Assistant United States Attorney's assertions, there is no guarantee that the postponement requested will be short. Finally, Mr. Savage has indicated in telephone conversations with this Office that he did not believe that going forward with the depositions would substantially undermine his case.

RECOMMENDATIONS

The Office of General Counsel recommends that the Commission:

1. Deny the United States Attorney's request for a delay in depositions scheduled in connection with MUR 3585 until after completion of the trial of United States v. Rizzo; and

2. Approve the appropriate letter.

Attachment
Request for Delay of Depositions

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Elkin McCallum;	)	MUR 3585
Roger Trudeau;	)	
Anastasios Kalogianis.	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on July 16, 1993, the Commission decided by a vote of 6-0 to take the following actions in MUR 3585:

1. Deny the United States Attorney's request for a delay in depositions scheduled in connection with MUR 3585 until after completion of the trial of United States v. Rizzo.

2. Approve the appropriate letter, as recommended in the General Counsel's Memorandum dated July 13, 1993.

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

Attest:

7-16-93
Date

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

Received in the Secretariat: Tues., July 13, 1993 10:16 a.m.
Circulated to the Commission: Tues., July 13, 1993 11:00 a.m.
Deadline for vote: Fri., July 16, 1993 4:00 p.m.

bjr

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JULY 19, 1993

Joseph F. Savage, Jr.
Assistant United States Attorney
1107 J.W. McCormack Post Office and Courthouse
Boston, MA 02109

RE: MUR 3585

Dear Mr. Savage:

This is in response to your letter dated July 7, 1993, requesting that the Commission delay its scheduled depositions of individuals who loaned money to The Tsongas Committee. Considering the Federal Election Commission's responsibilities to act expeditiously in the conduct of investigations, the Commission denied your request on July 16, 1993. Accordingly, the Office of General Counsel proceeded with the depositions of Elkin McCallum on July 12, 1993, and Roger Trudeau and Anastasios Kalogianis on July 13, 1993. Additional depositions will be conducted in August.

Please note that the Commission will provide these witness statements to you only pursuant to a subpoena and with the caveat that they remain confidential under 2 U.S.C. § 437g(a)(12). Such documents may only be used as required by the Jencks Act, 18 U.S.C. § 3500, unless the court orders otherwise. The Commission requests that you notify us before these documents are used for any other purpose.

If you have any questions, please contact me at (202)219-3690.

Sincerely,

Kim Bright-Coleman

Kim Bright-Coleman
Associate General Counsel

9704378417 4

Shaines & McEachern
Professional Association, Attorneys

RECEIVED
FEDERAL ELECTION COMMISSION
93 JUL 19 PM 3:57

VIA FAX AND CERTIFIED MAIL

July 19, 1993

Delanie DeWitt Painter
Federal Election Commission
999 E. Street, N.W.
Washington, D.C. 24063

Re: Thomas D. Kelley, Jr.
MUR3585

Dear Ms. Painter:

By letter dated June 24, 1993 you forwarded additional interrogatories to be answered by my client, Mr. Kelley. The interrogatories were due on or before July 24, 1993.

We have had an opportunity to review the interrogatories and we have drafted some answers, however, we have not yet had an opportunity to finalize the answers. I have two solid weeks of depositions and court hearings, and thus will not be able to do it before the end of this month. In addition, you had asked for a copy of a bank statement, and Mr. Kelley is attempted to procure that copy.

All this leads me to request an extension of time to answer the interrogatories for 30 days. This would mean that the interrogatories are due on or before Monday, August 23, 1993. I would note that Mr. Kelley has previously responded to interrogatories to your office, and has also cooperated in every way. For this reason we believe the extension should be granted.

I would appreciate a response from you at your convenience. Thank you your anticipated courtesy in this matter.

Very truly yours,
SHAINES & McEACHERN, P.A.

BY: _____
Jonathan S. Springer

JSS/ss

cc: Mr. Thomas D. Kelley, Jr.

25 Maplewood Avenue, P.O. Box 360
Portsmouth, New Hampshire 03802-0360
Telephone 603/436-3110; FAX: 603/436-8932

9704378417 5

06C9492
FEDERAL ELECTION COMMISSION
93 JUL 20 PM 4:21

20 July 1993

Delanie DeWitt Painter, Esq.
Federal Election Commission
Washington, D.C.

By Fax

Dear Delanie:

This is to confirm our telephone conversation of this afternoon regarding the non-delivery of certified mail to me regarding case # MUR 3585.

I request the opportunity to provide responses to your office of the interrogatory that I opened today no later than 24 August 1993. This is an extension of 30 days beyond the original deadline.

I seek this extension because of the Post Office error as to non-delivery. Additionally, I am heavily scheduled through 17 August with commitments regarding another election. I will be able to thoroughly fulfill your request in that following week.

I'll send back the original green certified mail receipt at the same time as my responses.

I will assume the extension is granted unless I receive notification otherwise.

Thank you for your cooperation.

Yours sincerely,

Tricia

Tricia Melvin

9704378417 6

OGC 9502

RECEIVED
FEDERAL ELECTION COMMISSION
93 JUL 21 PM 3:46

FOLEY, HOAG & ELIOT
ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
TELEPHONE: (617) 482-1390
CABLE ADDRESS "FOLEYHOAG"
TELECOPIER (617) 482-7347
TELEX 940693

IN WASHINGTON, D.C.
1615 L STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 775-0600

GREGORY T. MOFFATT

July 19, 1993

Carmen R. Johnson
Assistant General Counsel
Federal Election Commission
Washington, DC 20463

Re: Subpoenas Issued With Respect to MUR 3585

Dear Ms. Johnson:

Enclosed please find letters from Paul E. Tsongas, Dennis R. Kanin and S. George Kokinos, each naming Gary C. Crossen, Anthony Mirenda and myself as their counsel for the purpose of responding to the above-referenced subpoenas. Please feel free to contact me for making any arrangements with respect to their depositions, currently scheduled for August 17 - 19.

Please note that the three individuals subpoenaed do not possess, possibly with very limited exceptions, documents responsive to the subpoenas duces tecum served upon each of them. Those documents, to the extent they exist, are in the possession, custody and control of the Tsongas Committee. Although the Tsongas Committee has not been served with a subpoena duces tecum, it will provide your office with the responsive documents. I would like to discuss with you or one of your colleagues how this production can most effectively take place. Please contact me at you earliest convenience so that we can make appropriate arrangements.

Sincerely yours,

Gregory T. Moffatt

Enclosures

9704384177

July 15, 1993

Carmen R. Johnson
Assistant General Counsel
Federal Election Commission
Washington, DC 20463

Re: Subpoena Issued With Respect To MUR 3585

Dear Ms. Johnson:

Please be advised that I am represented by Gary C. Crossen, Esq. for the purpose of responding to the Subpoena and Subpoena Duces Tecum Issued to me by the Federal Election Commission with respect to the above-referenced Matter Under Review. Mr. Crossen will be assisted in this matter by Anthony Mirenda, Esq. and Gregory T. Moffatt, Esq. They are each authorized to make any and all preparations for my deposition before officers for the Commission, presently scheduled for August 19, 1993. I intend to have either Mr. Crossen, Mr. Mirenda or Mr. Moffatt present with me at the deposition.

Messrs. Crossen, Mirenda and Moffatt may be contacted at Foley, Hoag & Eliot, One Post Office Square, Boston, MA 02109. Their telephone number is (617) 482-1390. Their FAX number is (617) 482-7347.

Sincerely yours,

Paul E. Tsongas

9704384178

July 15, 1993

Carmen R. Johnson
Assistant General Counsel
Federal Election Commission
Washington, DC 20463

Re: Subpoena Issued With Respect To MUR 3585

Dear Ms. Johnson:

Please be advised that I am represented by Gary C. Crossen, Esq. for the purpose of responding to the Subpoena and Subpoena Duces Tecum Issued to me by the Federal Election Commission with respect to the above-referenced Matter Under Review. Mr. Crossen will be assisted in this matter by Anthony Mirenda, Esq. and Gregory T. Moffatt, Esq. They are each authorized to make any and all preparations for my deposition before officers for the Commission, presently scheduled for August 17, 1993. I intend to have either Mr. Crossen, Mr. Mirenda or Mr. Moffatt present with me at the deposition.

Messrs. Crossen, Mirenda and Moffatt may be contacted at Foley, Hoag & Eliot, One Post Office Square, Boston, MA 02109. Their telephone number is (617) 482-1390. Their FAX number is (617) 482-7347.

Sincerely yours,

Dennis R. Kanin

Dennis R. Kanin

9704378417 9

July 15, 1993

Carmen R. Johnson
Assistant General Counsel
Federal Election Commission
Washington, DC 20463

Re: Subpoena Issued With Respect To MUR 3585

Dear Ms. Johnson:

Please be advised that I am represented by Gary C. Crossen, Esq. for the purpose of responding to the Subpoena and Subpoena Duces Tecum Issued to me by the Federal Election Commission with respect to the above-referenced Matter Under Review. Mr. Crossen will be assisted in this matter by Anthony Mirenda, Esq. and Gregory T. Moffatt, Esq. They are each authorized to make any and all preparations for my deposition before officers for the Commission, presently scheduled for August 18, 1993. I intend to have either Mr. Crossen, Mr. Mirenda or Mr. Moffatt present with me at the deposition.

Messrs. Crossen, Mirenda and Moffatt may be contacted at Foley, Hoag & Eliot, One Post Office Square, Boston, MA 02109. Their telephone number is (617) 482-1390. Their FAX number is (617) 482-7347.

Sincerely yours,

S. George Kokinos

9704378413C

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JULY 23, 1993

Jonathan S. Springer, Esq.
Shaines & McEachern, P.A.
25 Maplewood Avenue
P.O. Box 360
Plymouth, NH 03802-0360

RE: MUR 3585

Dear Mr. Springer:

This letter responds to your faxed letter of July 19, 1993, requesting on behalf of your client Michael Spinelli, an extension of 30 days to respond to the Commission's interrogatories.

Considering the Federal Election Commission's responsibility to act expeditiously in the conduct of investigations, the Office of General Counsel cannot grant your full request. As explained to you in a telephone conversation with attorney Mary Tabor on July 22, 1993, the Office of General Counsel can agree to a 20 day extension. Accordingly, your client's response is due by the close of business on August 23, 1993.

If you have any questions, please contact me at (202)219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

97043184131

Shaines & McEachern
Professional Association, Attorneys

RECEIVED
FEDERAL ELECTION
COMMISSION
MAIL ROOM
Jul 26 11 35 AM '93

93 JUL 26 PM 12:32
RECEIVED
FEDERAL ELECTION COMMISSION

VIA FAX AND CERTIFIED MAIL

July 19, 1993

Delanie DeWitt Painter
Federal Election Commission
999 E. Street, N.W.
Washington, D.C. 24063

Re: Thomas D. Kelley, Jr.
MUR3585

Dear Ms. Painter:

By letter dated June 24, 1993 you forwarded additional interrogatories to be answered by my client, Mr. Kelley. The interrogatories were due on or before July 24, 1993.

We have had an opportunity to review the interrogatories and we have drafted some answers, however, we have not yet had an opportunity to finalize the answers. I have two solid weeks of depositions and court hearings, and thus will not be able to do it before the end of this month. In addition, you had asked for a copy of a bank statement, and Mr. Kelley is attempted to procure that copy.

All this leads me to request an extension of time to answer the interrogatories for 30 days. This would mean that the interrogatories are due on or before Monday, August 23, 1993. I would note that Mr. Kelley has previously responded to interrogatories to your office, and has also cooperated in every way. For this reason we believe the extension should be granted.

I would appreciate a response from you at your convenience. Thank you your anticipated courtesy in this matter.

Very truly yours,
SHAINES & McEACHERN, P.A.

BY: _____
Jonathan S. Springer

JSS/ss

cc: Mr. Thomas D. Kelley, Jr.

25 Maplewood Avenue, P.O. Box 360
Portsmouth, New Hampshire 03802-0360
Telephone 603/436-3110; FAX: 603/436-2993

9704378413 2

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C 20463

JULY 27, 1993

Ms. Tricia Melvin
1011 Great Pond Road
North Andover, MA 10845

RE: MUR 3585

Dear Ms. Melvin:

This is in response to your faxed letter of July 20, 1993, requesting an extension of 30 days to respond to the Commission's interrogatories.

Considering the Federal Election Commission's responsibility to act expeditiously in the conduct of investigations, the Office of the General Counsel cannot grant your full request, but can only agree to a fourteen day extension. Accordingly, your response is due by the close of business on August 11, 1993.

If you have any questions, please contact me at (202)219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

9704331841983

#9564

RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT

93 JUL 28 AM 8:37

JUL 28 3 05 PM '93

NEEDHAM & WARREN
ATTORNEYS AT LAW
10 LIBERTY SQUARE
BOSTON, MASSACHUSETTS 02109

W. PAUL NEEDHAM, P.C.
ETHAN WARREN
KEVIN M. HENSLEY
SUSAN E. JOHNSON

TEL. (617) 482-0500
FAX (617) 482-0456

July 27, 1993

Delanie DeWitt Painter, Attorney
Office of the General Counsel
Federal Election Commission
Room 659
999 E Street, NW
Washington, DC 20463

Re: F.E.C. v. McCallum

Dear Ms. Painter:

Enclosed please find responses of Cindi Parker to interrogatories and document requests.

Very truly yours,

W. Paul Needham

WPN/pd
Enclosures

VIA FEDERAL EXPRESS

9704378413 4

BEFORE THE FEDERAL ELECTION COMMISSION

In the matter of)
)
) MUR 3585
)

RESPONSE OF CINDI PARKER TO
INTERROGATORIES AND DOCUMENT REQUESTS

1. Provide your job title and describe your duties and responsibilitites as an employee of Elkin McCallum. How long have you worked in that position?

Ans. My job title is Administrative Assistant to the President of Joan Fabrics Corporation who is presently Mr. Elkin McCallum. My duties as his Administrative Assistant consist of a variety of personal administrative duties as well as scheduling appointments, handling correspondence, and screening telephone calls. I have worked in this position for 16 years.

2. Did you attend a meeting between Mr. McCallum and Nicholas A. Rizzo, Jr. on October 21, 1991, at Mr. McCallum's office?

Ans. I sat in on the meeting between Mr. McCallum and Nicholas A. Rizzo, Jr. on October 21, 1991 at Mr. McCallum's office.

a. What was the purpose of that meeting, who attended, and what was discussed? Produce any notes you may have taken during that meeting or any other documents related to the meeting.

Ans. The purpose of the meeting was to discuss the fund raiser to be held in North Carolina on November 26, 1991. Wording of the invitation was discussed. This meeting was attended by Mr. McCallum, Mr. RIzzo, Ms. Tricia Melvin and myself. There are no notes in my possession, custody or control that are responsive to this request.

b. Did Mr. Rizzo solicit money from Mr. McCallum during that meeting? If not, did Mr. Rizzo indicate that he had additional matters to discuss with Mr. McCallum after the meeting?

Ans. No request or solicitation of money was made at this meeting.

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c. Recount Mr. McCallum's schedule for October 21, 1991 following the meeting. Were you present at Mr. McCallum's home later that day? Identify who else you knew to have visited Mr. McCallum's home later that day.

Ans. I do not recall Mr. McCallum's schedule for the remainder of October 21, 1991. I was not present at his home later that day.

3. Identify other dates, times and locations of meetings between Mr. McCallum and Mr. Rizzo of which you were aware.

a. For each meeting identified, state the purpose of the meeting, who attended, and what was discussed.

b. Produce any notes you may have taken during the meetings or any other documents relating to those meetings.

Ans. a. I am aware of the following meetings; however, I did not attend the meetings and am not aware of what was discussed at them:

Aug. 12, 1991	- Nick Rizzo, Steve Joncas, Mark Thormann, Elkin McCallum
Aug. 12, 1991	- Nick Rizzo, Elkin McCallum
Aug. 29, 1991	- Nick Rizzo, Elkin McCallum
Sept. 17, 1991	- Nick Rizzo, Elkin McCallum, Paul Tsongas, Dalton McMichael, Senator Royal (No. Carolina)
Nov. 15, 1991	- Nick Rizzo, Elkin McCallum
Nov. 19, 1991	- Nick Rizzo, Elkin McCallum
Dec. 15, 1991	- Nick Rizzo, Elkin McCallum and others flew to Washington, D.C. to watch the debate at the Sheraton Carlton Hotel in a suite reserved under Mr. Rizzo's name
Jan. 10, 1992	- Nick Rizzo, Elkin McCallum
Jan. 23, 1992	- Nick Rizzo, Elkin McCallum - lunch at the Algonquin Club; do not know who else attended
Feb. 7, 1992	- Nick Rizzo, Elkin McCallum
Mar. 31, 1992	- Nick Rizzo, ELkin McCallum
Apr. 6, 1992	- Nick Rizzo, Elkin McCallum

Ans. b. Documents relating to these meetings (copies of calendars and visitor log) have been produced in Mr. McCallum's responses to interrogatories and requests for documents as EM 0006, EM 0007, EM 0012-0018, EM 0027, EM 0029-0032, EM 0036-0040, EM 0045.

4. Identify all activities, including fundraising projects and solicitation of contributions, that Mr. McCallum undertook for the benefit of the Tsongas Committee or Paul Tsongas as a candidate for

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the Democratic presidential nomination and the amount of time they worked.

a. How much time did you devote to each of the activities identified? Identify any other employees of Joan Fabrics who worked on these or other activities benefiting The Tsongas Committee and the amount of time they worked.

b. State the total number of letters that were prepared and sent in connection with each of the activities identified. Identify and produce examples of these letters and corresponding mailing lists.

c. To the best of your ability, estimate the cost incurred by Joan Fabrics for these activities, including costs for stationery, printing, postage and staff time.

d) Identify and produce all documents related to the costs of these activities, including copies of checks, check register entries, invoices and receipts.

Ans. (a., b., c., d.) No other employees of Joan Fabrics worked on any of these activities. My activities are described as follows:

1. Letters faxed to North Carolina business associates on June 13, 1991 requesting assistance for Paul Tsongas to qualify in North Carolina for matching federal funds. Six letters faxed - total fax time - 240 seconds.

2. Letters mailed out November 5, 1991 to North Carolina associates regarding fund raiser for Paul Tsongas to be held November 26, 1991 in the Greensboro area. Letter included article from The Boston Herald dated October 30, 1991. Letter also indicates formal invitation to follow. Nineteen letters mailed at $0.29 each = $5.51.

Contacted Sedgefield Country Club in Greensboro, N.C. to set up function. Copies of proposed menu, price lists and correspondence attached as Exhibit A.

3. Letters faxed to above list of people on November 20, 1991 indicating fund raiser being cancelled due to a scheduling conflict. Nineteen letters faxed - total fax time for 17 letters = 552 seconds.

4. Hand delivered notes Elkin McCallum had handwritten and inserted into envelopes to various Joan Fabrics employees inviting them to the fund raiser for Paul Tsongas to be held at the Joan

9704378413 7

Fabrics corporate headquarters on November 21, 1991. Arranged a caterer for the event. Copies of list of invitees, handwritten invite and caterer correspondence attached as Exhibit B.

Any other letters in my possession, custody or control that are responsive to this request have been produced in Mr. McCallum's responses to interrogatories and document requests as EM 0001-0005, 0028 (contributions) and EM 0021-0026, EM 0033-0035 (fundraising projects).

5. Are you aware of loans or other contributions made by Mr. McCallum to The Tsongas Committee? If so, state how you became aware of these transactions and what you know about the solicitation of Mr. McCallum's funds.

Ans. I am presently aware of loans and contributions that were made to The Tsongas Committee. I was not aware until Mr. McCallum instructed me to contact his financial institution requesting copies of certain checks around May 27-28, 1992. Copies of three checks were faxed to Elkin McCallum on May 29, 1992.

6. Aside from Mr. Rizzo, identify any representative of The Tsongas Committee with whom you or Mr. McCallum have had contact regarding fundraising. State when the contact occurred and what was said. Produce any documents related to these contacts.

Ans. Announced Dennis Kanin's call to Mr. McCallum. Was not privy to conversation. Do not know if it dealt with fundraising.

There are no documents responsive to this request in my possession, custody or control.

7. Describe any contact you may have had since January 1991 with any of the following individuals: Paul E. Tsongas, Dennis Kanin, Steven Joncas, David Goldman, S. George Kokinos, Anastasios Kalongianis, Larry Ansin, Peter Caloyeras, Thomas Kelley, Michael Spinelli, Roger Trudeau or William Berg. Produce any documents related to these contacts.

Ans. Paul E. Tsongas - meeting with Elkin McCallum on Sept. 17, 1991. Directed him to Mr. McCallum's office; November 21, 1991 - escorted him into function room at Joan Fabrics Corp. to be introduced by Mr. McCallum to those attending fundraiser in his honor.

Dennis Kanin - received and announced phone call.

Steven Joncas - meeting with Mr. McCallum on August 12, 1991; discussion around June 26-27, 1991 requesting I contact those business contacts in No. Carolina reminding them that donations needed to be in by June 30, 1991 in order for Paul Tsongas to qualify for matching federal funds.

Larry Ansin - socially on March 25, 1992 at the Speare House

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. . . in Lowell. Mr. McCallum receiving the Dr. An Wang Award. Infrequent phone calls to Mr. McCallum. Mr. Ansin was formerly associated with Joan Fabrics Corp.

There are no documents responsive to this request in my possession, custody or control.

SIGNED UNDER THE PENALTIES OF PERJURY.

Dated: July 27, 1993

Cindi Parker

Cindi Parker

97043784139

07-27-93 09:15AM JOAN FAB TYNG EXEC. P02

JOAN FABRICS

JOAN FABRICS CORPORATION
Corporate Headquarters
100 Vesper Executive Park
Tyngsboro, MA 01879-2710
Office: (508) 649-5626

EXHIBIT A

FUND RAISER FOR PAUL TSONGAS
November 26, 1991

Buffet Hors D'Oeuvres

Chicken Fingers
Meatballs w/sauce
Stuffed Mushroom Caps
Scallops Wrapped in Bacon
Shrimp Cocktail

Carving Station

Top Round of Beef

Tray Selections

Small Cheese Tray

Liquor

Bacardi
Stolichnaya
Tangueray
Canadian Club
Chivas Regal

Wine - Monterey Vineyards
Beer - per bottle

9704317841?C

HOME FURNISHINGS COUNCIL

Sedgefield Country Club, Inc.

3201 Ayrsyre Drive Greensboro, N. C. 27407-7299
High Point (919) 885-4089 Greensboro (919) 299-5324

BUFFET HORS D' OEUVRES

Price per 100 each

1/	Vegetable Eggrolls	$ 58.00
2/	Shrimp Eggrolls	75.00
3/	Chicken Drummettes	87.00
4/	Chicken Fingers	98.00
5/	Meatballs w/Sauce	58.00
6/	Quiche Lorraine	115.00
7/	Assorted Canapes	137.00
8/	Stuffed Mushroom Caps	137.00
9/	Rumaki	98.00
10/	Chicken Kabobs	166.00
11/	Beef Kabobs	166.00
12/	Scallops Wrapped In Bacon	143.00
13/	Breaded Vegetables	58.00
14/	Shrimp Cocktail 21/25	183.00
15/	Mini Pizzas	143.00
16/	Frank in Blanket	115.00
17/	Chicken Nuggets	67.00
18/	Pork Kabobs	172.00
19/	Chicken Brochettes	155.00

CARVED SELECTIONS

1/	Steamship Round Of Beef (Serves Up To 120 People)	366.00
2/	Beef Tenderloin (Serves Up To 12 People)	115.00
3/	Top Round of Beef (Serves Up To 50 People)	172.00
4/	Glazed Ham (Serves Up To 40 People)	75.00
5/	Leg Of Lamb (Serves Up To 20 People)	98.00

Each Served With Rolls & Condiments
Carving Fee - $50.00 (Flat Rate)

TRAY SELECTIONS

Large Cheese Tray - (Serves 100 People)	145.00
Small Cheese Tray - (Serves 50 People)	75.00
Large Vegetable Tray - (Serves 100 People)	103.00
Small Vegetable Tray - (Serves 50 People)	52.00
Fruit Tray - Large - (Serves 100 People)	172.00
Fruit Tray - Small - (Serves 50 People)	87.00

All prices are plus Tax 5% and Service Charge 20%.

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07. 27. 93 04:38PM

Sedgefield Country Club, Inc.

3201 Forsyth Drive Greensboro, N. C. 27407
High Point: (919) 885-4080 Greensboro: (919) 299-5324

LEVEL IV, CONTINUED.

FRANGELICO
IRISH MIST
SAMBUCA
CHAMBORD
GLENLIVET

LEVEL V - $4.55 GLASS

SPECIALTY DRINKS, I.E., LIT, KAMIKAZE, B-52, MUD SLIDE,

FROZEN DRINKS, ICE CREAM DRINKS, 2 LIQ. PREMIUMS, 3 LIQ. CALLS, TOP SHELF ROX, ETC.

BEER - DOMESTIC - $1.75
(BUD, BUD LT., MILLER, MILLER LITE, COORS LIGHT, NATURAL LT.)

PREMIUM - $1.95
(MICHELOB DRY, MICHELOB LIGHT, NON-ALCOHOLIC BEER)

IMPORTS - $2.35
(HEINEKEN, AMSTEL, BASS, GUINNESS, HARP, KILLIANS, MOLSON, MOOSE-HEAD, CORONA)

KEGS - REGULAR - $150.00 PONY - $85.00
PREMIUM - $165.00 PONY - $95.00
IMPORT - $195.00 PONY - $105.00

WINE - HOUSE RED, WHITE, AND WHITE ZINFANDEL
GLASS - $1.75 ¼CARAFE - $4.75 CARAFE - $9.00

MONTEREY VINEYARDS CABERNET, CHARDONNAY, AND WHITE ZINFANDEL
GLASS - $2.95 ¼CARAFE - $7.95 CARAFE - $14.00

CHAMPAGNE - HOUSE (CRIBARI)
GLASS - $3.00 BOTTLE - $9.00

NON-ALCOHOLIC BEVERAGES
SOFT DRINKS - .85
CHILDRENS DRINKS - .75 (SHIRLEY TEMPLE, ROY ROGERS, ETC.)
PERRIER - 1.75
ORANGE JUICE - 1.00 LARGE .75 SMALL
VIRGIN DRINKS - 2.50
MILK SHAKES - 2.50

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Sedgefield Country Club, Inc.

3201 Forsyth Drive Greensboro, N. C. 27407
High Point: (919) 885-4069 Greensboro: (919) 299-5324

LIQUOR PRICING STRUCTURE

LEVEL I - $2.95 GLASS $50.00 BOTTLE

WELL BRANDS
- JIM BEAM
- CONSULATE
- GILBEY'S
- POPOV
- BACARDI LT

LEVEL II - $3.35 GLASS $60.00 BOTTLE

CALL BRANDS, WELL ROX, MARTI'S, BLOODY'S, COLLINS, JUICES, ETC.
- ANCIENT AGE
- EARLY TIMES
- VA. GENTLEMAN
- SEGRAMS 7
- DICKEL
- JACK DANIELS
- CAN. CLUB
- SEAGRAMS V.O.
- CAN. MIST
- SMIRNOFF 80
- SMIRNOFF 100
- BACARDI AMBER
- CORONET VSQ
- LAIRDS APPLE JACK
- MR. BOSTON B'BERRY
- WILD CHERRY
- DK. CACAO
- WH. CACAO
- GR. MENTHE
- WH. MENTHE
- ALMOND
- CASSIS
- BANANA
- PEACHTREE
- ANISETTE
- PEPPERMINT
- TRIPLE SEC
- S. COMFORT

LEVEL III - $3.95 GLASS $70.00 BOTTLE

PREMIUM BRANDS, CALL ROX, CALL MARTIS, SOURS, CREAMS, 2 LIQ. DRINKS, SLINGERS, ETC.
- MAKERS MARK
- OLD GRAND DAD
- WILD TURKEY
- BLACK & WHITE
- CUTTY SARK
- OLD BUSHMILLS
- BOMBAY
- TANQUERAY
- ABSOLUT CITRON
- ABSOLUT
- STOLICHNAYA
- BACARDI 151
- MYERS DARK; RUM
- MT. GAY; RUM
- CAMPARI
- MIDORI
- CUERVO
- DEWARS

LEVEL IV - $4.35 GLASS $80.00 BOTTLE

TOP SHELF, PREMIUM ROX, 2 LIQ. CALL, 3 LIQ. WELL, COFFEE DRINKS,
- CHIVAS
- J & B
- JWB
- JWR
- CROWN
- COURVOISIER
- HENNESSEY
- B & B
- BAILEY'S
- DRAMBUIE
- GRAND MARNIER
- GALLIANO
- KAHLUA
- TIA MARIA
- AMARETTO D.S.
- COINTREAU

Sedgefield Country Club, Inc.

3221 Forsyth Drive Greensboro, N. C. 27407-7529
High Point (919) 885-4089 Greensboro (919) 299-5324

FACSIMILE COVER SHEET

DATE: 11·5·1991

FAX NUMBER: 508-649-9142

COMPANY:

ATTENTION: MS. CINDY PARKER

FROM: MS. MICHELE BENTON

NUMBER OF PAGES FOLLOWING THIS COVER SHEET: (3)

IF YOU DO NOT RECEIVE ALL PAGES OR IF THE TRANSMISSION IS NOT CLEAR, CALL (919) 299-5324.

COMMENTS: Thanks for your interest in Sedgefield Country Club. Call me for more information.

Thanks,
Michele

OUR FAX NUMBER IS (919) 299-5329

9704378424

JOAN FABRICS

JOAN FABRICS CORPORATION
Corporate Headquarters
100 Vesper Executive Park
Tyngsboro, MA 01879-2710
Office: (508) 649-5626

November 13, 1991

Ms. Michele Benton
Sedgefield Country Club
3201 Forsyth Drive
Greensboro, NC 27407

Re: Fund Raiser for Paul Tsongas
November 26, 1991

Dear Michele:

Attached is a tentative menu for the above function. I am open to suggestions and we can discuss on Thursday.

The only major change since our conversation is that we have decided to have a carving station.

Please give me a call once you've had a chance to review.

Yours truly,

JOAN FABRICS CORPORATION

Cindi Parker

Cindi Parker
Administrative Assistant
to the President

/clp

Attached

9704378425

HOME FURNISHINGS COUNCIL

My Fax Number is (508) 649-9142

EXHIBIT B

~~Scott Carpenter yes~~ ✓

~~Brad Curley yes~~ ✓

~~Bob Davis yes~~

~~Dick Alden yes~~ ✓

~~Dick Coombs no~~

~~Ted McCall no~~ ✓

~~Forrest Stickney yes~~ ✓

~~Charlie Burke yes~~

Henry Newell yes

Suzanne Claw yes

Olivia Tisdale

~~Burt Kaplan~~ ✓

~~Bob Check~~

~~Penny Pickens~~ ✓

Stuart Wilson yes

Bill O'Neill

Bob Cisolke

Kerry McCallum

~~Burt Kaplan~~

~~Bob Check~~

Elkins McCallum

Curtis Parker

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9704378477

Sue Dawn

On Thursday evening Nov 21, I am hosting a fund raiser for Paul Tsongas here at our Hyannis office.

The cocktail party should begin around 5:30pm & wrap up no later than 7:30.

Let Cindi know if you are able to attend by Wed. Nov 20

11/19/91

CINDY - I would be delighted to attend.

Regards

Suzanne

HERITAGE CATERERS

The Jussaume Family
329 W. Meadow Road
Lowell, MA 01854

Lowell (617) 454-5725
(617) 452-8396

Nashua (603) 888-6203

Joan Fabrics.
Cocktail Reception

FUNCTION AGREEMENT

Date of Function:	November 21 1991	
Number of People:	35	
Time:	5:30 p.m to 7:30 p.m.	
Cost Per Person:	19 1/2	682.75
Wine Toast:	Bar set up & Bar Tender	147.50
Cake:	7 Beers @ $2.00 each	14.00
Meal Tax:	5%	38.61
Gratuity:	15%	115.84
Linen:		
Flowers:		
Miscellaneous:		
Hall Rental:		
Total:	11/22/91 ok OK	926.70
Deposit:		C
Balance:		926.70
Balance Due:		

Quantity guarantee ten (10) days prior to function.

No refund on deposit if cancelled.

Customer's Signature: [signature] Date:

Caterer's Signature: [signature] Date: 11/21/91

970437841128

FOLEY, HOAG & ELIOT

ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109

TELEPHONE: (617) 482-1390
CABLE ADDRESS "FOLEYHOAG"
TELECOPIER (617) 482-7847
TELEX 940888

IN WASHINGTON, D.C.
1818 L STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 775-0300

GREGORY T. MOFFATT

July 28, 1993

By Telefacsimile

Kristin Fraser, Esq.
Office of the General Counsel
Federal Election Commission
Washington, DC 20463

93 JUL 29 AM 8:46

Re; Matter Under Review 3585

Dear Ms. Fraser:

As a follow-up to our telephone conversation of this date, on behalf of the Tsongas Committee ("the Committee"), I am hereby formally requesting an extension of the time provided to the Committee to respond to subpoenas duces tecum served by the Commission upon Senator Tsongas, Dennis Kanin and S. George Kokinos with regard to Matter Under Review 3585.

As Gary Crossan of this office has previously pointed out to the Office of the General Counsel, none of the above-named individuals has personal possession, custody or control of documents responsive to the subpoenas served upon them. The Committee has agreed to make those documents in the possession, custody and control of the Committee which are responsive to the subpoenas available to the Commission. As I explained to you in our conversation of this date, those documents are at present stored at several locations, and documents at each location must be reviewed and copied.

Pursuant to our telephone conversation, you and I agreed that the Committee will use its best efforts in responding to the subpoenas duces tecum and will send to the Commission on Friday, July 30, 1993, as many responsive documents as have been identified and copied by that date. Those documents so produced will be sent from this office by Federal Express to reach your office on Monday, August 2, 1993. Thereafter, counsel for the Committee will continue its review of the Committee's documents and will produce all remaining documents in the custody, control and possession of the Committee which are responsive to the

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subpoenas by Friday, August 6, 1993. On behalf of the Committee, I hereby formally request the Commission's authorization to proceed according to this schedule.

We also agreed in our telephone conversation of this date that the Committee will provide copies of the first ten (10) checks written by Carla Degnan on the Committee's Operating Account, copies of the last ten (10) checks written by Ms. Degnan on that account, and copies of all Committee checks relevant to the issues covered under each of the subpoenas served upon Senator Tsongas and Messrs. Kanin and Kokinos.

Finally, in our telephone conversation today, you and I agreed that although the Commission's Audit Department has already received copies of documents supporting the Committee's positions with respect to issues raised in the course of the Commission's audit of the Committee, the Committee will make available to the Office of the General Counsel copies of all documents contained therein which are responsive to the subpoenas duces tecum served upon Senator Tsongas and Messrs. Kanin and Kokinos.

If you have any questions regarding this summary of our agreements, or disagree with any aspect of those agreements as set forth herein, please contact me at your earliest convenience. The Committee is proceeding on the schedule I have set forth while anticipating the Commission's formal reply.

Sincerely yours,

Gregory T. Moffatt

cc: Gary C. Crossen, Esq.
The Tsongas Committee

9704437842CC

LAW OFFICES
ERVIN, COHEN & JESSUP
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
NINTH FLOOR
9401 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90212-2974
TELEPHONE: (310) 273-6333
FAX: (310) 859-2325

WRITER'S DIRECT DIAL:
(310) 281-6310

REF. OUR FILE NO.
0309-001

July 29, 1993

VIA FAX
202/219-3923

Delanie DeWitt Painter, Esq.
Federal Election Commission
Washington, D. C. 20463

Re: MUR 3585

Dear Ms. Painter:

After repeated telephone requests by our client, Peter B. Caloyeras, he received a telephone call on Wednesday, July 28, 1993 from Paul Tsongas, Esq. concerning the $10,000 Caloyeras loan through Nick Rizzo. Because of this late phone call with additional information and the fact that our client, Mr. Caloyeras will not be available to sign interrogatories because of his absence from the city until early next week, we respectfully request an additional ten (10) days to submit a formal reply to your June 24, 1993 letter in this matter and to submit the interrogatories under oath.

In the meantime, based upon telephone discussions with my client, I understand Mr. Caloyeras will report the essence of the following in his answer to the interrogatories:

1. Prior to issuing and mailing the $10,000 check dated 23 September 1991 payable to the Tsongas Committee, a copy of which is enclosed, Peter Caloyeras met with Nick Rizzo at about noon on Saturday, September 21, 1991 at the Biltmore Hotel in downtown Los Angeles. Mr. Rizzo told Mr. Caloyeras at that time that the loan was required to pay for TV spots, and that the loan would be repaid in about February 1992 after receipt from the federal government of matching funds.

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LAW OFFICES
ERVIN, COHEN & JESSUP
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

2. Mr. Caloyeras talked again to Mr. Rizzo about repayment of the loan sometime in February or March 1992 at which time Mr. Rizzo stated to the effect that the federal funds had been spent and that the Tsongas Committee was raising additional funds in other states and would repay him (Mr. Caloyeras) at that time.

3. There were no other people present when Mr. Caloyeras met with Mr. Rizzo at the Biltmore Hotel in connection with the solicitation of the loan. Mr. Rizzo arranged the meeting by a telephone call to Mr. Caloyeras.

4. Mr. Caloyeras did not request a promissory note upon the issuance of the check but relied on Mr. Rizzo's representation that the loan would be repaid in February, 1992 when the federal matching funds were made available to the Tsongas Committee.

5. A copy of the bank statement of Mr. Caloyeras' account showing the $10,000 check clearance is attached.

6. In connection with the $1,000 contribution check dated June 28, 1991, the contribution was solicited orally and there are no solicitation documents. This check was mailed to Nick Rizzo at his then Andover address which Mr. Caloyeras did not keep. The cancelled check was the only acknowledgment that the contribution had been received.

7. With reference to efforts to collect payment on the $10,000 loan, Mr. Caloyeras made several telephone calls to Mr. Rizzo in 1992 and kept being put off, but did not keep a record of the calls. Later Mr. Caloyeras learned that Mr. Rizzo had allegedly taken funds improperly and that legal action had been commenced against Mr. Rizzo. Mr. Caloyeras also understands that the Tsongas Committee has no funds and is "broke" so he believed that legal action would be useless unless the Committee is able to recoup funds from Mr. Rizzo.

8. Mr. Caloyeras does not recall having any communication or contact with anyone other than Mr. Rizzo in connection with the $10,000 loan.

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LAW OFFICES
ERVIN, COHEN & JESSUP
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

9. Mr. Caloyeras does not recall having any contact with any of the following: Dennis Kanin, Steven Joncas, David Goldman, S. George Kokinos, Anastasios Kalogianis, Larry Ansin, Elkin McCallum, Thomas Kelley, Michael Spinelli, Roger Trudeau or William Berg.

Sincerely,

W. Edgar Jessup, Jr.

WEJ/pb
Enclosures
90321101

9704378420 3

PETER B. CALOYURAS [redacted]
4[redacted] REDWOOD AVENUE
LOS ANGELES, CA [redacted]

1577

ok

28 Sept 1991

PAY TO THE ORDER OF Tsongas Committee $ 10,000.00

Ten Thousand and no/100 DOLLARS

METROBANK
SOUTHBAY REGIONAL
OFFICE #682
SEP 30 91

LOS ANGELES REGIONAL HEAD OFFICE
Metrobank
A National Association

FOR

Peter B. Caloyuras

OVER BANK, 61 MAIN ST. SEP27'91
OVER, MA (508) 475-6103

Tsongas Committee
for deposit only

27 SEP 91

9704378420 4

George C. Eliades, Jr.
Attorney at Law

Thomas E. Sweeney
Of Counsel

133 Market Street
Lowell, Massachusetts 01852
Tel. (508) 459-1989

RECEIVED
FEDERAL ELECTION COMMISSION
93 JUL 30 PM 3:54
OGC 9577

July 29, 1993

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

Attention: Scott E. Thomas

Re: My Client: Steven Joncas
MUR 3585

Dear Mr. Thomas:

Please be advised that I represent Steven Joncas with regard to the above captioned, enclosed are the responses to Production of Documents.

We will be attending the Deposition scheduled for August 16, 1993 in the Administrative Conference Room, 1003 J. W. McCormack Building, POCH, Boston, MA beginning at 10:00 a.m.

If you should have any questions please feel free to contact this office.

Very truly yours,
LAW OFFICE OF GEORGE C. ELIADES, JR.

Thomas E. Sweeney

Thomas E. Sweeney

TES/ldb
enclosure

9704317842 05

RESPONSE # 1
TO PRODUCTION OF DOCUMENTS

9704378420 6

Nick Rizzo
changes in
Red.

4/17/91

Paul E. Tsongas - Master Calendar

Date	Time	Event
4/18/91	6:30 p.m.	Alpha Omega Society - Dinner 57 Park Plaza Hotel - Boston
	9:00 p.m.	WBZ-TV - Boston Andy Hiller Show (Taping)
4/19/91	9:00 a.m.	Nashua, NH YMCA - Swim-a-thon
4/20/91	all day	Iowa
4/21/91	all day	Iowa
4/22/91	3:00 p.m.	American Electronics Association Executive Committee Meeting at Powersoft - 70 Blanchard St., Burlington, MA
4/23/91	8:00 a.m.	Massachusetts Hotel/Motel Association World Trade Center - Boston, MA
	4:30 p.m.	Forum at MIT - Cambridge, MA Kresge Auditorium
4/24/91	9:00 a.m.	Audit Committee Meeting Wang - Lowell, MA
	10:30 a.m.	Board of Directors Meeting Wang - Lowell, MA
	2:00 p.m.	EPC Meeting at Boston Edison Boston, MA
	8:00 p.m.	2nd Annual Pseka Cypress Conference Washington Marriott - Washington, D.C.
4/25/91	8:15 a.m.	Board of Directors Meeting Boston Edison - Boston, MA
	12:00 noon	Flexes Board of Directors Meeting Boston, MA
4/26/91	all day	Masters Regional Swimming Competition Indiana/Perdue University Pool - Indianapolis

9704378420 7

scheduler
Terry

Date	Time	Event
4/27/91	all day	Masters Regional Swimming Competition Indiana/Perdue University Pool - Indianapolis
4/28/91	all day	Masters Regional Swimming Competition Indiana/Perdue University Pool - Indianapolis
4/30/91	8:15 a.m.	Board House Park - Boot Mill Complex - French St. Extension Lowell, MA
		New Hampshire & Iowa Manchester 10 AM. AM. Boston w 4:42 PM.
5/1/91		Des Moines, Iowa & Los Angeles, CA
5/2/91		California Denver - Event
5/3/91		Los Angeles, CA & Seattle, Washington Bonker. 2 Events Hang Koch.
5/4/91		Iowa & Boston
5/6/91		Democratic Leadership Conference Cleveland, Ohio
5/7/91	8:30 a.m.	Board of Directors Meeting M/A-Com - Burlington, MA
5/7/91	dinner	Westchester County Democratic Party New York
5/9/91	5:30 p.m.	Fundraisers Dracut, MA and Lawrence, MA
5/13/91	lunch	Hold - New Hampshire Young Democrats
5/14/91	8:00 a.m.	DOVE Meeting Boston, MA
	9:00 a.m.	Board of Directors Meeting Thermo Instruments Waltham, MA
	2:00 p.m.	Annual Meeting Thermo Instruments Waltham, MA
	6:00 p.m.	Lafayette Hotel - Fred Wang Fundraiser

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Date	Time	Event
5/15/91	7:30 a.m.	Chamber of Commerce Breakfast Portsmouth, NH
	11:00 a.m.	CIAP Committee Meeting Shawmut - Hartford, CT
	1:00 p.m.	Board of Directors Meeting Shawmut - Hartford, CT
	5:00 p.m. -	FHE Partners Meeting Boston, MA
5/15	6-8 pm	Geo. Davis FR - Ship Rte 1 - Lynnfield
5/16/91	10:30 a.m.	Surety Association of America Annual Meeting Hotel Intercontinental - New York
5/16/91		New York - New Jersey Fundraisers 5-730
5/20/91	12:00 noon	International Lawyers Lunch at FH&E
	6:00 p.m.	Hold for LANAC - New York -
5/21/91	12:30 p.m.	1,000 Friends Meeting Boston, MA
5/21/91	5:30-7:30	Lafayette Hotel - FR - Barry White - $500/person
CANCELLED	6:00 p.m.	COMDEX Trade Show Dinner Omni Hotel - Atlanta, Georgia
5/22/91	9:00 a.m.	Board of Directors Meeting Wang - Lowell, MA
	4:30 p.m.	Manhattan College Riverdale, NY
5/23/91	12:00 noon	Flexes Board of Directors Meeting Boston, MA
	6:00 p.m.	League of Women Voters Hanover Inn - Hanover, NH
5/25/91	all day	Trustees Meeting Yale University New Haven, CT
5/26/91	all day	Trustees Meeting Yale University New Haven, CT
5/27/91	all day	Trustees Meeting Yale University New Haven, CT

5/23 Rocco's 6-730
Nikki Hoppt.

9704378209

Orville DeBenedictis

Date	Time	Event	
5/28/91		Holding for Democratic Forum - New Hampshire	
5/29/91		Holding for Democratic Forum - New Hampshire	
5/30/91	9:00 a.m.	Board of Directors Meeting Tecogen - Waltham, MA	Derek Davis Iowa/IAS event
6/1/91	10:00 a.m.	Harvard Business School - Class of 1986 Reunion	
6/2/91	3:00 p.m.	Graduation - Brookline High School Brookline, MA	
6/6/91	7:30 a.m.	Rotary Club of Manchester Manchester, NH	
	12:00 noon	Women's National Democratic Club Washington, D.C.	
6/8/91	7:00 p.m. -	Peace Corp of Boston 30th Anniversary Dinner Park Plaza Hotel - Boston	
6/11/91	8:00 a.m.	DOVE Meeting Boston, MA	
	12:00 noon	Alberta Northeast Gas Association Boston Park Plaza Hotel Boston, MA	— Rooney?
6/12/91	8:30 a.m.	IGTS - GRC Meeting Ocean Edge, Brewster, MA	
6/14/91	6:00 p.m.	Wisconsin Democratic State Convention Milwaukee, Wisconsin	
6/15/91	3:00 p.m.	National Convention - Americans for Democratic Action Washington, D.C.	
6/17/91	2:00 p.m.	Whitehead Instute Board of Directors Meeting Cambridge, MA	
6/19/91	10:30 a.m.	CLAP Committee Meeting Shawmut - Boston, MA	
	1:00 p.m.	Board of Directors Meeting Shawmut - Boston, MA	
6/20/91	10:30 a.m.	Audit Committee Meeting - Boston Edison Boston, MA	
	5:00 p.m.	FHE Partners Meeting Boston, MA	

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Date	Time	Event
6/26/91	9:00 a.m.	Organization and Compensation Committee Meeting Wang - Lowell, MA
	10:30 a.m.	Wang Board of Directors Lowell, MA
6/27/91	8:15 a.m.	Boston Edison - B/D Meeting
6/28/91	all day	Trustees Meeting Yale University New Haven, CT
6/29/91	all day	Trustees Meeting Yale University New Haven, CT

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970437 84212

BayBank

1 ☐ TV, RADIO 4 ☐ PRINTING 7 ☐ SIGNS OR DISPLAYS 2 ☐ NEWSPAPER 5 ☐ OFFICE 8 ☐ TRANSFER OF FUNDS 3 ☐ MEETINGS 6 ☐ TRAVEL 9 ☐ OTHER	
☐ GENERAL ☐ FUND RAISING	SPECIFIC PURPOSE (MANDATORY)

2956

5-11 19 93

53-235/113

PAY TO THE ORDER OF Seventeen Hundred Sixty Three and 35/100 DOLLARS $ 1763.35

Stelle Joncus
93 Holyrood Ave
Lowell. MA. 01852

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

Dan L. Goldman

9704337842137

"The undersigned affirms under the penalties of perjury that he is the named payee of this check or an authorized office thereof, that he or it performed the services or delivered the goods indicated hereon, that the payment is for the sole purpose of paying for such goods or services and that no person other than the named payee has any interest, direct or indirect, in this payment."

#FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

9704378421 4

1 ☐ TV, RADIO 4 ☐ PRINTING 7 ☐ SIGNS OR DISPLAYS 2 ☐ NEWSPAPER 5 ☐ OFFICE 8 ☐ TRANSFER OF FUNDS 3 ☐ MEETINGS 6 ☐ TRAVEL 9 ☐ OTHER	
☐ GENERAL ☐ FUND RAISING	SPECIFIC PURPOSE (MANDATORY)

2505

3/26 1982

53-235/113

PAY TO THE ORDER OF Steve Jonas

One Thousand Two Hundred Seventy-five and 54/100 DOLLARS $ 1,275.54

BayBank

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

Dal L. Dillman

9704378421 5

"The undersigned affirms under the penalties of perjury
as he is the named payee of this check or an authorized officer
hereof, that he or it performed the services or delivered the
goods indicated hereon, that the payment is for the sole purpose
of paying for such goods or services and that no person other
than the named payee has any interest, direct or indirect, in the
payment."

970437842 16

BayBank

1 ☐ TV, RADIO 4 ☐ PRINTING 7 ☐ SIGNS OR DISPLAYS
2 ☐ NEWSPAPER 5 ☐ OFFICE 8 ☐ TRANSFER OF FUNDS
3 ☐ MEETINGS 6 ☐ TRAVEL 9 ☐ OTHER

☐ GENERAL ☐ FUND RAISING | SPECIFIC PURPOSE (MANDATORY)

1010

5-5 19 92

53-235/113

PAY TO THE ORDER OF One Thousand Five Hundred Exactly ~~00~~ DOLLARS $ 1,500 ==

Steve Joncas
93 Holyrood Ave
Lowell, MA 01852

THE TSONGAS COMMITTEE
ADVERTISING ACCOUNT

David L. Doleman

ENDORSE HERE

Steve Jones

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

1738 958377

"The undersigned affirms under the penalties of perjury that he is the named payee of this check or an authorized officer thereof, that he or it performed the services or delivered the goods indicated hereon, that the payment is for the sole purpose of paying for such goods or services and that no person, other than the named payee has any interest, direct or indirect, in this payment."

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1 ☐ TV, RADIO 4 ☐ PRINTING 7 ☐ SIGNS OR DISPLAYS
2 ☐ NEWSPAPER 5 ☐ OFFICE 8 ☐ TRANSFER OF FUNDS
3 ☐ MEETINGS 6 ☐ TRAV[illegible] ☐ OTHER

☐ GENERAL ☑ FUND RAISING	SPECIFIC PURPOSE (MANDATORY)

2894

5-4 19 92

83-235/113

BayBank

PAY TO THE ORDER OF Steve Joncas
93 Holyrood Av
L Lowell MA 01952

One Thousand Four Hundred Seventy-three and 54/100 DOLLARS $1,473.54

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

Paul L. Goldman

970437842 18

9704371842199

HY 05

"The undersigned affirms under the penalties of perjury that he is the named payee of this check or an authorized officer of the named payee of this check and that he performed the services or delivered the goods indicated hereon, that the payment is for the sole purpose of paying for such goods or services and that no person other than the named payee has any interest, direct or indirect, in the payment."

1 ☐ TV, RADIO 4 ☐ PRINTING 7 ☐ SIGNS OR DISPLAYS
2 ☐ NEWSPAPER 5 ☐ OFFICE 8 ☐ TRANSFER OF FUNDS
3 ☐ MEETINGS 6 ☐ TRAVEL 9 ☐ OTHER

☐ GENERAL
☐ FUND RAISING

SPECIFIC PURPOSE (MANDATORY) Consulting

2830

4-22 19 92

53-255/113

BayBank

PAY TO THE ORDER OF Two Thousand Five Hundred 2 Even — DOLLARS $2,500.00

Steve Jouras
93 Holycroud Av
Lowell MA 01852

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

D. L. Sollmann

970437842220

9704378422 1

AP 23

"The undersigned affirms under the penalties of perjury that he is the named payee of this check or an authorized officer thereof, that he or it performed the services or delivered the goods indicated hereon, that the payment is for the sole purpose of paying for such goods or services and that no person other than the named payee has any interest, direct or indirect, in this payment."

1 ☐ TV, RADIO 4 ☐ PRINTING 7 ☐ SIGNS OR DISPLAYS
2 ☐ NEWSPAPER 5 ☐ OFFICE 8 ☐ TRANSFER OF FUNDS
3 ☐ MEETINGS 6 ☐ TRAVEL 9 ☐ OTHER

☐ GENERAL
☐ FUND RAISING

SPECIFIC PURPOSE (MANDATORY) Travel Advance

2736

4-8 19

53-235/113

BayBank

PAY TO THE ORDER OF Five Hundred Even

DOLLARS $ 500.00

Steve Jonca's
99 Holyrood Ave
Lowell, MA 01845

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

Paul R. Tsongas

970437842222

Steve James

9704378423

"The undersigned affirms under the penalties of perjury
t he is the named payee of this check or an authorized office
reor, that he or it performed the services or delivered the
ods indicated hereon, that the payment is for the sole purpose
paying for such goods or services and that no person other
n the named payee has any interest, direct or indirect, in this
yment."

AP '92 10

1 ☐ TV, RADIO 4 ☐ PRINTING 7 ☐ SIGNS OR DISPLAYS
2 ☐ NEWSPAPER 5 ☐ OFFICE 8 ☐ TRANSFER OF FUNDS
3 ☐ MEETINGS 6 ☐ TRAVEL 9 ☐ OTHER

☐ GENERAL
☐ FUND RAISING

SPECIFIC PURPOSE (MANDATORY) Travel Advance

2735

4-8 1992

53-235/119

BayBank

PAY TO THE ORDER OF One Thousand Even

DOLLARS $1,000.00

Steve Joncas
99 Holyrood Ave
Lowell, MA 01845

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

[signature]

970437884224

ENDORS Steve Jones

9704378 4225

DO NOT WRITE, STA[illegible]

"The undersigned affirms under the penalties of perj
that he is the named payee of this check or an authorized off
thereof, that he or it performed the services or delivered t
goods indicated hereon, that the payment is for the sole purp
of paying for such goods or services and that no person of
than the named payee has any interest, direct or indirect, in t
payment."

AP '96 10

[redacted]

BayBank

☐ MEETINGS ☐ TRAVEL ☐ OTHER ☐ TRANSFER OF FUNDS

☐ GENERAL ☐ FUND RAISING ☐ PURPOSE (MANDATORY)

2561

PAY TO THE ORDER OF Steve Jonas

Four Thousand Exactly

4/1 1992

53-238/113

DOLLARS $4,000.00

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

Paul R. Solomon

970437842226

9704331/8442227

AP 01

"The undersigned affirms under the penalties of perjury that he is the named payee of this check or an authorized officer thereof, that he or it performed the services or delivered the goods indicated hereon, that the payment is for the sole purpose of paying for such goods or services and that no person other than the named payee has any interest, direct or indirect, in the payment."

BayBank

1 ☐ TV, RADIO 4 ☐ PRINTING, SIGNS OR DISPLAYS
2 ☐ NEWSPAPER 5 ☐ OFFICE TRANSFER OF FUNDS
3 ☐ MEETINGS 6 ☐ TRAVEL ☐ OTHER
☐ GENERAL SPECIFIC PURPOSE
☐ FUND RAISING (MANDATORY)

2625

4-3 19 92

53-235/113

PAY TO THE ORDER OF Three Hundred Ninety-Six and 95/100 DOLLARS $ 396.95

Steve Joncas

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

9704378428

9704378422 9

"The undersigned affirms under the penalties of perjury that he is the named payee of this check or an authorized officer thereof, that he or it performed the services or delivered the goods indicated hereon, that the payment is for the sole purpose of paying for such goods or services and that no person other than the named payee has any interest, direct [illegible] in the [illegible]."

AP 06

1112

1 ☐ TV, RADIO 4 ☐ PRINTING, SIGNS OR DISPLAYS
2 ☐ NEWSPAPER 5 ☐ OFFICE ☐ TRANSFER OF FUNDS
3 ☐ MEETINGS 6 ☐ TRAVEL ☐ OTHER

☐ GENERAL / ☐ FUND RAISING	SPECIFIC PURPOSE (MANDATORY)

BAYBANK MIDDLESEX
MASSACHUSETTS

May 17 19 91

63-235/113

PAY Four Hundred Thirty Nine and ----------00/100 DOLLARS $ 439.00
TO THE ORDER OF

Steve Joncas
93 Holyrood Avenue
Lowell, MA 01852

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

Carla Maria Degnan

970437842 7C

9704378423 1

ENDORSE

FOR DEPOSIT ONLY
BELVEDERE PROPERTIES, INC

DO NOT WRITE, STAMP OR SUBMIT BELOW THIS LINE

SHAWMUT BANK, N.A.
ONE FEDERAL STREET
BOSTON, MA

12 '96 AM 1

6-20

"The undersigned affirms under the penalties of perjury that he is the named payee of this check or an authorized officer thereof, that he or it performed the services or delivered the goods indicated herein, that the payment is for the sole purpose of paying for such goods or services and that no person other than the named payee has any interest, direct or indirect, in this payment."

#20 875 12

1 ☐ TV, RADIO 4 ☐ PRINTING 7 ☐ SIGNS OR DISPLAYS
2 ☐ NEWSPAPER 5 ☐ OFFICE 8 ☐ TRANSFER OF FUNDS
3 ☐ MEETINGS 6 ☐ TRAVEL 9 ☐ OTHER

4 ☐ GENERAL ☐ FUND RAISING	SPECIFIC PURPOSE (MANDATORY)

1252

BAYBANK MIDDLESEX
MASSACHUSETTS

83-235/113

PAY TO THE ORDER OF One Thousand Five Hundred One and ----------00/100 DOLLARS $ 1501.00

June 26 19 91

Steve Joncas
93 Holyrood Avenue
Lowell, MA 01852

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

Bella Maria Dagnan

9704378422 32

ENC

Payable to Belvedere Properties

FOR DEPOSIT ONLY
BELVEDERE PROPERTIES, INC.
DO NOT WRITE

FOR DEPOSIT ONLY
BELVEDERE-PROPERTIES, INC

5-20

JE '91 27

"The undersigned affirms under the penalties of perjury that I is the named payee of this check or an authorized officer ereof, that he or it performed the services or delivered the oods indicated hereon, that the payment is for the sole rpose of paying for such goods or services and that no rson other than the named payee has any interest, direct or direct, in this payment."

97043/8423

1 ☐ TV, RADIO 4 ☐ PRINTING [illegible] SIGNS OR DISPLAYS
2 ☐ NEWSPAPER 5 ☐ OFFICE [illegible] TRANSFER OF FUNDS
3 ☐ MEETINGS 6 ☐ TRAVEL 9 ☐ OTHER

☐ GENERAL ☐ FUND RAISING	SPECIFIC PURPOSE (MANDATORY)

2398

3/14 1992

53-235/113

BayBank

PAY Two Thousand Five Hundred Even DOLLARS $2,500.00

TO THE ORDER OF

Steve Joncas
93 Holy Road #E
Lowell, MA 01852

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

Dan P. Sullivan

970433784274

9704337884275

ENDORSE HERE

1347 07986

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

BANK BOSTON

MA 03

MAR 16 98

MAR 16

"The undersigned affirms under the penalties of perjury that he is the named payee of this check or an authorized officer thereof, that he or it performed the services or delivered the goods indicated hereon, that the payment is for the sole purpose of paying for such goods or services and that no person other than the named payee has any interest, direct or indirect, in this payment."

To : Fred Wang
From : Nick Rizzo
Re : High Tech Fund-Raiser
Date : 4/18/91

OBJECTIVE

The objective is to raise $50,000 for The Tsongas Committee before the end of May.

We need to establish a date today, or as soon as possible.

METHOD

The Tsongas Committee is flexible as to the method. The obvious choices are, a breakfast, a luncheon, ~~a dinner~~ or a cocktail reception.

We feel that a goal of 50 people at $1,000 per person is the most convenient way to reach our objective.

We need to establish where and when we will be hosting the event.
LAFAYETTE

TARGET AUDIENCE

The target audience should be, but not limited to, people associated with the high tech industry.

To best spread the work-load, we feel it is best to reach out and enlist several major sponsors who will be responsible to raise a predetermined amount of money.

Possible names of people to enlist:

AS CO. HOST

Ray Stata
Tom Vanderslice
Mitch Kapor
Jim Manzi
Alex D'Arbeloff
Low Greene head of procurement Dwang.
[redacted]
Ed Grayson

Phil Villers?
[redacted]
Bill Paduska
Cable

9704378423 6

To : Andrea Gargiulo
From : Nick Rizzo
Re : Woman's Fund-Raiser
Date : 4/18/91

Event on 6/11 @ Lafayette Hotel 530 cocktails

OBJECTIVE

The objective is to raise $25,000 for The Tsongas Committee before the end of May.

We need to establish a date today, or as soon as possible.

METHOD

Traditionally, the best time to host a fund-raising reception is after work. However, The Tsongas Committee is flexible as to the method.

We need to know from you what price tag you want to establish. Do you want to have $250 sponsors and guests for $125. Again, the committee is flexible. Our objective is to raise $25,000, not a certain amount of people attending.

We need to establish where and when we will be hosting the event. In addition, we need to decide on the ask amount.

TARGET AUDIENCE

The target audience should be, but not limited to, professional women.

To best spread the work-load, we feel it is best to reach out and enlist 5 - 10 major sponsors who will be responsible to raise a predetermined amount of money among their contacts. We might want to target certain industries where we have an identified supporter. For example, put one or more people in charge of the insurance industry, another incharge of the medical community, another incharge of lawyers and so on.

We need to establish a host committee immediately.

Committee on Family Issues at her home.
Nicki Tsongas - NR
~~Pat McGovern~~
Katy Doulas Stone
Susan Burns
Carmen Buell

Danielle de Benedictis
Marjorie Claprood - NR
Joan Menard - NR
Evelyn Murphy - NR
Pat Wislowski.

Position Paper on Family Issues.

NEWIRE?

(Tuesday 4/29 @ Lafayette 8AM women's coffee

97043/842377

To : Barry White
From : Nick Rizzo
Re : Attorney's Fund-Raiser
Date : 4/18/91

OBJECTIVE

The objective is to raise $50,000 for The Tsongas Committee before the end of May.

We need to establish a date today, or as soon as possible.

METHOD

Traditionally, the legal community hosts cocktail receptions after work. However, The Tsongas Committee is flexible as to the method. I am currently inquiring as to whether Attorney General L. Scot Harshbarger is willing to be the host.

We need to know from you what price tag you want to establish. Do you want to have $1,000 sponsors and guests for $500. Again, the committee is flexible. Our objective is to raise $50,000, not a certain amount of people attending.

We need to establish where and when we will be hosting the event. In addition, we need to decide on the ask amount.

TARGET AUDIENCE

The target audience should be, but not limited to, people in the legal community.

To best spread the work-load, we feel it is best to reach out and enlist 5 - 10 major sponsors who will be responsible to raise a predetermined amount of money among their contacts. We might want to divide the major law firms amongst our sponsors.

We need to establish a host committee immediately.

9704378428

Hale + Dorr - Bro[illegible]tas - Burgess meeting this week
V. McCarthy
Herb GLEASON - Corporation Counsel
DAN OCONNEL - Former Judge

Hill + Barlow
Nutter . McClennen
GASTON SNOW - J. MARCELINO
Mintz LEVIN → Popeo
G. P + Hoare

→ C. Spelios ?? Rubin + Rudman.

C. FLAHERTY
P. McGOVERN
B. FRANK House Judiciary Committee

George Bachrach ?

Margaret Marshall.

Goulston + STORRS - L. ANSIN ?
Mintz Levin

SEENRLE
WANG counsel
SHAWMUT "
VANDERSLICE "

GASTON SNOW
THEIR CO-COUNSEL
" "

9704378422 79

Victor MAKRAS [redacted] OFFICE STEVE,
RI [redacted]
Re: I'M IN RM 4134
Hourtules IF YOU NEED ME
ANDY

SCHEDULE FOR PAUL E. TSONGAS
TRIP DATE : JUNE 17, 1991
DATE OF LAST CHANGE: 6/16/91

SAN DIEGO

Monday June 17, 1991

8:00 am — Depart Hotel Del Coronado for US Grant Hotel

8:20 am — Arrive US Grant Hotel
Location: 326 Broadway San Diego
Phone: 619/232-3121
Fax: 619/232-3626

8:30 am — Event: Interview (TENTATIVE)
Bill Turque, Newsweek Magazine
Location: Lobby
Length of Time: 15 min

8:45 am — Event: Drop by US Conference of Mayors (USCM) Urban Park and Recreation Recovery and Land and Water Conservation Fund Breakfast/Workshop
Moderator: Mayor William Maki; Arlington Heights, Ohio
Panelists: Sharpe James; Newark, NJ
Evelyn M. Lord; Beaumont, TX
J.E. "Bud" Clark; Portland, OR
Location: Crystal Room (Lower Level of US Grant)

9:00 am — Event: Drop by USCM Task Force on Hunger Workshop
Chair of Task Force: Ray Flynn
Special Guests: Jeff Bridges
Valerie Harper
Location: Pavilion Room (Lower Level of US Grant)

9:15 am — Event: Drop by USCM Institute on City Design Breakfast
Host: Mayor Joseph P. Riley, Jr.; Charleston, SC (President of USCM 1986-87)
Location: Georgian Room (Lower Level of US Grant)

9704378421C

9 7 0 4 3 7 8 4 2 1 1

STAY in Frisco

8 AM Direct
↓
428

prepaid ticket

United.
$200 more EACH.

pick up tickets at
counter.

United
FLT. 92
DEPART
8 AM 7:00
ARRIVE
4:28

mike Adams. ??
← TOM Hayes →

[redacted]

TOM will pick us up at airport
FAIRmont.
Gus. PANOS
From. F.R. to Hilton

R

9:30 am	Event: Radio Interview with Lee Woodruff, CBS Radio Location: Horton Room D (Lower Level of US Grant) Length of Time: 15 min
9:45 am	Proceed to Opening Plenary Session
9:50-10:05	Event: Meet and Greet at Entrance to Opening Plenary Session Location: Grand Ballroom (2nd Level of US Grant) SEE ATTACHED FOR PLENARY SESSION PROGRAM YOU WILL BE INTRODUCED BY ROBERT M. ISAAC, CURRENT PRESIDENT OF USCM-- COLORADO SPRINGS, CO
11:30 am	Plenary Session Ends
11:30-11:50	Meet and Greet Attendees
11:50 am	Proceed to Car
12 noon	Depart US Grant for Airport
12:12 pm	En Route to Airport, place call to Michael Reagan's Show (Ask for Marna McClure)
12:17 pm	Event: Live Call-in Radio Show, KSDO Interview with: Michael Reagan Length of Time: 20 min
12:40 pm	Arrive at San Diego Airport
1:02 pm	Wheels Up: San Diego to San Jose American Airlines Flight #1608

9704378421 2

LOWELL
DEVELOPMENT
ASSOCIATES

11 Kearney Square
Lowell, MA 01852
(508) 459-1691

FAX COVER SHEET

DATE: 1-8-92

THIS FACSIMILE TRANSMISSION CONTAINS _____ PAGES INCLUDING THIS COVER PAGE.

PLEASE FORWARD THIS TRANSMISSION
TO: N Lizzo

FROM: S Jones

IF YOU DO NOT RECEIVE LEGIBLE COPIES OF ALL PAGES, PLEASE CALL US AT (508) 459-1691.

NOTE/MEMO:

Nick this is the page that we discussed. Let me know if you what the complete set of regulations

9704378421 3

4. Enforcement. An expenditure, communication or broadcast made within 10 days before the election to which it relates that results in a violation of this section may result in a civil penalty of no more than $200. An expenditure, communication or broadcast made more than 10 days before the election that results in a violation of this section may result in a civil penalty of no more than $100 if the violation is not corrected within 10 days after the candidate receives notification of the violation from the commission. Enforcement and collection procedures must be in accordance with section 1020.

21A 1015. Limitations on contributions and expenditures

1. Individuals. No individual may make contributions to a candidate in support of the candidacy of one person, aggregating more than $1,000 in any election. This limitation does not apply to contributions in support of a candidate by that candidate or his spouse.

2. Committees; corporations; associations. No political committee, other committee, corporation or association may make contributions to a candidate, in support of the candidacy of one person, aggregating more than $5,000 in any election.

3. Aggregate contributions. No individual may make contributions to candidates aggregating more than $25,000 in any calendar year. This limitation does not apply to contributions in support of a candidate by that candidate or his spouse.

4. Political committees; intermediaries. For the purpose of the limitations imposed by this section, contributions made to any political committee authorized by a candidate to accept contributions on the candidate's behalf are considered to be contributions made to that candidate.

For the purposes of the limitations imposed by this section, all contributions made by a person, either directly or indirectly, on behalf of a particular candidate, including contributions which are in any way earmarked or otherwise directed through an intermediary or conduit to the candidate, are considered to be contributions from that person to the candidate. The intermediary or conduit shall report the original source and the intended recipient of the contribution to the commission and to the intended recipient.

5. Other contributions and expenditures. Any expenditure made by any person in cooperation, consultation or concert with, or at the request or suggestion of, a candidate, a candidate's political committee or their agents is considered to be a contribution to that candidate.

9704337 8442144

Belvedere
Properties, Inc.

MEMORANDUM

TO: NICK RIZZO

FROM: STEVE JONCAS

DATE: JUNE 24, 1991

Enclosed is a copy of three business cards of people who are involved in Dynamis group. Paul Christopulos is the person who called me over the weekend. He also called me this morning to say that he had discussed the possibility of inviting Paul to their annual meeting on October 4. They would pay Paul's expenses for the trip. There would actually be two meetings, one with the executive committee of this group which consists of about twenty people; the other is a general meeting of the group and he expects 80-90 people to be there.

I responded to him that I could not give him a commitment about the October 4 date. This would have to be discussed with the campaign chairman and finance chairman. I also told him that it was difficult for us to send the candidate without a fundraising event being planned around it and that we needed help with fundraising, that this is a top priority. I asked if it would be possible to put an event together for the October 4 date. He responded that he did not think so because all of his membership is away over the course of the summer and it would be difficult to do an event the right way. I closed the conversation by saying that you, as the financial chairman, would be in touch with him.

Chris Mouroufas was also at the Hayes event.

Peter Katsoudas did not attend the Hayes event because he was out of the country, according to Hayes. However, he is a member of Dynamis. When I asked Gus Panos about the organization, he said he was not a member but that Katsoudas was a member and that he really should be a key contact person. He suggests that we contact Katsoudas before talking with Paul Christopulos.

Peter Dinos approached me at the Hayes event. He said he wanted to help with fundraising and asked about getting copies of the book to him and about coordinating fundraising activities.

Gus Panos is someone you have spoken with.

George Skoulas and Larry Merino are friends of Gus Panos. For your information, Omniyig, Inc., was one of the corporate checks that was given back to Tom Hayes.

970437842 15 Kearney Square Lowell MA 01852

PETER DINOS

DINOS CONSTRUCTION
CUSTOM BUILT HOMES

General Contractor
License 358261

484 Lake Park Ave. #103
Oakland, CA 94610

Gus Panos Enterprises
Restaurant, Liquor and Bar Consultant

26 years experience
Advisor - Associate
F. J. Van Dervort Co.

GEORGE SKOULAS
Staff Engineer
Microwave Components

OMNIYIG INC.

3350 Scott Blvd., Bldg. #66
Santa Clara, CA. 95054-3125

FRANK DELVILLAR AND ASSOCIATES
PRIVATE INVESTIGATIONS
LIC. NO. 6851

NOTARY

LARRY MERINO
INVESTIGATOR

P.O. BOX 700
SAN JOSE, CA 95108

371-6937

9704378416

CALIFORNIA SECURITY BANK

Peter J. Katsoudas
Executive Vice President

1694 Tully Road
San Jose, CA 95122
PO Box 21388
San Jose, CA 95151-1388

Tel: (408) 270-1500
Fax: (408) 238-0814

ΔYNAMIS

Paul G. Christopulos
Executive Director
and Secretary

1725 West Benjamin Holt Drive
Stockton, California 95207

ΔYNAMIS

Chris Mouroufas
Treasurer

855 Hayne Road
Hillsborough, California 94010

9704378422 17

Belvedere
Properties, Inc.

MEMORANDUM

TO: PAUL DAVIS

FROM: STEVE JONCAS

DATE: JUNE 24, 1991

RE: MAYORS' CONFERENCE/SAN DIEGO

11 Kearney Square
Lowell, MA 01852
(508) 458-1601

Enclosed are copies of four business cards that we picked up in San Diego during the Mayors'Conference. Mayor Dan Pearl, City of Sunrise, Florida, expressed interest in organizing a group of mayors in Broward County for a get-to-know and meet Paul Tsongas session.

Leonard Simon, a former staff member of the U.S. Conference of Mayors, wants to help in some way. It may be helpful to pass his name along to Chris Briand-Naylor.

A.L. Hydeman indicated to Paul that he wanted to help. What he specifically has in mind, I don't know.

Dennis Hunter's card was given to me by Tom Hayes who said that Hunter would like to work with Steve Cohen on issues. Tom Hayes is the person who sponsored the fundraising event in San Jose.

9704378421 8

City of Sunrise
City Council

DAN PEARL
Mayor

10770 W. Oakland Park Blvd
Sunrise, Florida 33351

SIMON AND COMPANY
INCORPORATED
Intergovernmental Relations and Federal Affairs

Leonard S. Simon

1001 Connecticut Avenue, N.W. • Suite 415 • Washington, D.C. 20036
Fax (202) 659-5284

City of York

A. L. Hydeman, Jr.
Economic and Community Development Director

1 West Market Street
P.O. Box 509
York, Pennsylvania 17405

FAX 717-849-2329

APPLIED MATERIALS

DENNIS A HUNTER
Director of Corporate Development

3050 Bowers Avenue
Santa Clara, CA 95054
Mail Stop 0103

Telex 34-6332
FAX (408) 496-6421

Steve Cohen
issues.

9704378421 9

Belvedere
Properties, Inc.

April 2, 1991

Mr. Elkin McCallum
President and C.E.O.
JOAN FABRICS CORPORATION
100 Vesper Executive Park
Tyngsboro, Massachusetts 01879-2710

Dear Elkin:

As always, I enjoyed seeing you this morning and appreciate your perspective on entrepreneurship and on Paul's candidacy.

I want to congratulate you on your corporate headquarters. It really is an outstanding, high-class facility.

Once Paul's campaign progresses, I would like to take you up on arranging some meetings with people who are involved with the American Textile Association. Of course, your generous commitment to Paul's campaign is greatly appreciated.

Please keep in touch.

Sincerely,

BELVEDERE PROPERTIES, INC.

Steven Joncas

SJ/ek

11 Kearney Square
Lowell, MA 01852

9704378425C

Belvedere
Properties, Inc.

MEMORANDUM

TO: JEAN DEVEBER

FROM: STEVEN JONCAS SJ

DATE: MAY 3, 1991

RE: SCHEDULING REQUEST

As discussed, I would like to schedule a meeting for Paul with Elkin McCallum for May 15 - 17. The meeting would take approximately 45 minutes. I've discussed this with Nick Rizzo who will join us for the meeting.

Elkin is President of Joan Fabrics Corporation. He has already donated $1,000 to the campaign and is interested in doing more to assist Paul with fundraising. His company manufacturers textiles for the furniture and automobile industry and employs about two thousand persons in Massachusetts and North Carolina. Elkin is willing to host an event in North Carolina to qualify the state for matching funds. In addition, he is active in the American Textile Manufacturers Institute, an organization based in Washington which is especially interested in trade issues with the Mexican/American Free Trade Agreement being of major concern. He is willing to approach members of the Institute and those CEO's in the furniture and auto industry that his company serves. He indicated that he had contacts in Mississippi, Michigan, Illinois and California among others, but he wants an opportunity to meet Paul to discuss trade issues directly with him. I should note that Joan Fabrics does a significant portion of its business with Japanese auto manufacturers.

Please call if you have any questions.

11 Kearney Square
Lowell, MA 01852
(508) 459-1681

97043784251

Belvedere
Properties, Inc.

MEMORANDUM

TO: TOM McKAY

FROM: STEVE JONCAS

RE: FUNDRAISING LIST

DATE: MARCH 18, 1991

[illegible] Kearney Square
Lowell, MA 01852
[illegible]

970437842

Thanks again for meeting with Nick and I to discuss Paul's campaign.

The following is the list that we discussed.

Jim Lichoulis

Dave Frawley - please ask Dave about possible N.H. contacts

Demoulas - contact Jim Hall

Lynn Singleton - do you want Lynn and Nick to meet?

Frank McCabe - Brian Barry

Bill Taupier - Tom, once you have called him, let me know so I can call to thank him for whatever he might do

Again, I know that Paul appreciates your help.

cc: Van Snyder

bcc: Dennis Kanin

LOWELL
DEVELOPMENT
ASSOCIATES

11 Kearney Square
Lowell, MA 01852
(508) 459-1691

FAX COVER SHEET

DATE: MAY 9, 1991

THIS FACSIMILE TRANSMISSION CONTAINS 2 PAGES INCLUDING THIS COVER PAGE.

PLEASE FORWARD THIS TRANSMISSION

TO: JEAN DEVEBER

FROM: STEVE JONCAS

IF YOU DO NOT RECEIVE LEGIBLE COPIES OF ALL PAGES, PLEASE CALL US AT (508) 459-1691.

NOTE/MEMO:

Jean: Any decisions on the
Request for meeting by Elkin McCallum.
Please call me a Betty

9704378425 3

Belvedere
Properties, Inc.

MEMORANDUM

TO: JEAN DEVEBER

FROM: STEVEN JONCAS

DATE: MAY 3, 1991

RE: SCHEDULING REQUEST

As discussed, I would like to schedule a meeting for Paul with Elkin McCallum for May 15 - 17. The meeting would take approximately 45 minutes. I've discussed this with Nick Rizzo who will join us for the meeting.

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Please call if you have any questions.

11 Kearney Square
Lowell, MA 01852

97043784

NAME	AMOUNT
BARRY ANSIN	1,000
MIKE SANDLER	500
JAY SOLOMONT	250
ALAN SOLOMONT	250
DAVID SOLOMONT	250
? SOLOMONT	250
THOMAS O'CONNOR	500
HAROLD ANSIN	1,000
MELVIN CUTLER	1,000
JAY BERTELLI	1,000
DAVID BERTELLI	1,000
PATRICK MARAGHY	500
PETER THOMPSON	1,000
? FELDBERG	250
TIM CONNOLLY	2,000
TOTAL	$10,750

9704378425 5

Larry, I asked the finance office to check on Dick Connolly. I'll let you know. Nick wasn't available when I put this list together.

faxed to L.A. 6-27-91

Mr. & Mrs. Harold Ansin
99 Florence Street, #20
Chestnut Hill, MA 02167

Mr. Ron Ansin
Merchants National Bank
1 Main Street
Leominster, MA 01453

Mr. James A. Bertelli, Pres.
Mercury Computer Systems, Inc.
600 Suffolk Street
Lowell, MA 01854

Mr. & Mrs. David Bradbury
35 Foster Street
Littleton, MA 01460

Mr. & Mrs. Richard F. Connolly
224 Musterfield Road
Concord, MA 01742

Mr. Ken D'Amato
Hord Tool & Die Company
33 York Avenue
Pawtucket, RI 02860

Mr. Dan Greiff
Bellesteel Industries
150 McClellan Highway
East Boston, MA 02128

Mr. Richard Kapelson
KAPS Mens Store
381 Essex Street
Lawrence, MA 01840

Mr. & Mrs. Paul Karofsky
77 Rockport Road
Weston, MA 02193

Mr. Roy MacDowell
The MacDowell Company
45 Waltham Road
Wayland, MA 01778

Mr. Alan Solomont
ADS Management
1 High Street, Bldg. 6
No. Andover, MA 01845

Mr. Paul Stuka
Stuka Associates
50 Rowes Wharf, 4th Floor
Boston, MA 02110

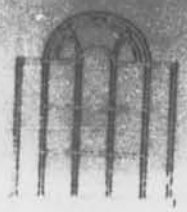
Mr. Peter Thompson
84 Meetinghouse Road
Bedford, NH 03102

Mr. & Mrs. Richard Thielen
c/o Rinet Company, Inc.
213 Union Wharf
Boston, MA 02109

Mr. Ellis Waldman
Walco Electric Company
303 Allens Avenue
Providence, RI 02905

People in attendance at Ansin home on May 24, 1991

9704378425 6



Belvedere
Properties, Inc.

June 17, 1991

Mr. and Mrs. Richard F. Connolly
224 Musterfield Road
Concord, Massachusetts 01742

Dear Ann Marie and Dick:

Thank you for coming to my home to meet with Paul Tsongas. I hope you agree that Paul's candidacy deserves support.

11 Kearney Square
Lowell, MA 01852
(508) 459-1041

Enclosed are five invitations to the reception for Paul at the Belmont County Club on June 25. I fully appreciate the time and effort that is devoted to distributing these invitations. However, I ask that you invite your relatives, friends and business associates. I personally have sent out over one hundred invitations for the event. Paul needs your help and will be grateful for it.

Please let me know if I or the campaign can be of any assistance. I will contact you over the next several days.

Kindest regards,

Lawrence J. Ansin

LJA/ek

Enclosures

Sample

9704378425 7

Belvedere Properties, Inc.
11 Kearney Square
Lowell, MA 01852
(508) 459-1691

June 13, 1991

Mr. and Mrs. Kenneth Volk
64 Fall Lane
Portland, Maine 04103

Dear Diane and Ken:

I am writing to ask your support on behalf of Paul Tsongas' candidacy for President of the United States. Enclosed is an invitation to a reception for Paul to be held at the Belmont Country Club on June 25.

This is a first for me. I have never solicited financial support for any candidate for elective office. Why am I asking now? Paul Tsongas is a personal friend who I have known for over twenty years. During that time, I have witnessed his many accomplishments beginning with when he was a member of the U.S. House of Representatives and, subsequently, the U.S. Senate and, more recently, as a business associate.

I have always found Paul to be honest, intelligent and compassionate. I believe that his unique political, business and personal experiences give him a special perspective on the economic, foreign policy and domestic challenges that face our country. Paul's ideas, values and programs are a refreshing alternative which deserve support.

Enclosed is a copy of Paul's platform, "Call to Economic Arms" in which he clearly states his plan to put the national economy back on track. It also contains his views on education, the environment and our national values. After reading his paper, I hope you will agree that Paul offers a special brand of leadership.

With my involvement in the campaign, I've come to appreciate the election process and the enormity of the task ahead. It requires tremendous effort and your contribution is critical to getting Paul's message before the American people.

I hope you will join Paul and me on June 25. Even if you are unable to attend, I trust you will contribute to Paul's campaign. I personally will be very grateful to you for your assistance.

With kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosures

9704378425 8

June 13, 1991

Belvedere Properties, Inc.

Mr. and Mrs. Harold N. Cotton
11 Chiltern Hill Drive, North
Worcester, Massachusetts 01609

Dear Phyllis and Hal:

I am writing to ask your support on behalf of Paul Tsongas' candidacy for President of the United States. Enclosed is an invitation to a reception for Paul to be held at the Belmont Country Club on June 25.

This is a first for me. I have never solicited financial support for any candidate for elective office. Why am I asking now? Paul Tsongas is a personal friend who I have known for over twenty years. During that time, I have witnessed his many accomplishments beginning with when he was a member of the U.S. House of Representatives and, subsequently, the U.S. Senate and, more recently, as a business associate.

11 Kearney Square
Lowell MA 01852
(508) 459-1601

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I hope you will join Paul and me on June 25. Even if you are unable to attend, I trust you will contribute to Paul's campaign. I personally will be very grateful to you for your assistance.

With kindest regards,

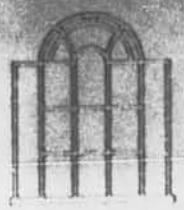
Larry,

Lawrence J. Ansin

LJA/ek

Enclosures

97043/84259



June 13, 1991

Belvedere Properties, Inc.
11 Kearney Square
Lowell, MA 01852
(508) 459-1601

Mr. and Mrs. Melvin S. Cutler
Cutler Investments
306 Main Street
Worcester, Massachusetts 01608

Dear Sandra and Mel:

I am writing to ask your support on behalf of Paul Tsongas' candidacy for President of the United States. Enclosed is an invitation to a reception for Paul to be held at the Belmont Country Club on June 25.

This is a first for me. I have never solicited financial support for any candidate for elective office. Why am I asking now? Paul Tsongas is a personal friend who I have known for over twenty years. During that time, I have witnessed his many accomplishments beginning with when he was a member of the U.S. House of Representatives and, subsequently, the U.S. Senate and, more recently, as a business associate.

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I hope you will join Paul and me on June 25. Even if you are unable to attend, I trust you will contribute to Paul's campaign. I personally will be very grateful to you for your assistance.

With kindest regards,

Larry.

Lawrence J. Ansin

LJA/ek

Enclosures

970437842C

Belvedere
Properties, Inc.

March 14, 1991

Mr. Alan Solomont
ADS MANAGEMENT
1 High Street, Bldg. 6
North Andover, Massachusetts 01845

Dear Alan:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
2. Perception of his health
3. Bush is unbeatable

When you read this "White Paper", you realize he is not another Mike Dukakis and that parallel will disappear immediately.

A statement will be issued by his doctor stating that Paul has been one hundred percent cured of the cancer and he is as healthy as any fifty year old man today.

Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Also enclosed are articles which appeared in the Boston Globe on March 10.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosures

11 Kearney Square
Lowell, MA 01852
(508) 459 1601

9704378425 1

Belvedere
Properties, Inc.

May 22, 1991

C. Richard Reese
Iron Mountain Group, Inc.
99 Bedford Street, 2nd Floor
Boston, Massachusetts 02111

11 Kearney Square
Lowell, MA 01852
(508) 459-1091

9704378422

Dear Richard:

It was a pleasure talking with you last night.

Enclosed are two copies of Paul's "White Paper". Once you have had an opportunity to review, please call and let's talk about how we can progress forward in setting up a meeting with Paul and whoever you feel should be in attendance.

Kindest regards,

Larry.

Lawrence J. Ansin

LJA/ek

Enclosures

NAME	AMOUNT
BARRY ANSIN	1,000
MIKE SANDLER	500
JAY SOLOMONT	250
ALAN SOLOMONT	250
DAVID SOLOMONT	250
? SOLOMONT	250
THOMAS O'CONNOR	500
HAROLD ANSIN	1,000
MELVIN CUTLER	1,000
JAY BERTELLI	1,000
DAVID BERTELLI	1,000
PATRICK MARAGHY	500
PETER THOMPSON	1,000
? FELDBERG	250
TIM CONNOLLY	2,000
TOTAL	$10,750

9704331/8842633

Larry, I asked the finance office to check on Dick Connolly. I'll let you know. Nick wasn't available when I put this list together.

Dick Thelian - 1000
Dick Connolly + wife 2000

Paul's "White Paper" sent to the following:

Alden, Richard
Ansin, Harold
Ansin, Joseph
Ansin, Mikki
Buonanno, Bernard
Connolly, Richard
Cutler, Melvin
D'Amato, Kenneth
Dal Pan, Judith — 2761 Lakeshore Road, Gilford, NH 03246
Dooley, Dick
Flagler, Howard
Foulkes, Helena
Gilstein, Alan
Goldman, Maynard
Goldstein, Sheila
Howe, Richard
Kapelson, Richard
Katzen, Marc
Kanter, Todd
Kraut, Joel
Lane, John
Leopold, Emanuel
McDowell, Roy
Mendez, Liz & Ken
Novak, Kenneth
Pappathanasi, Arthur
Port, Neil
Queen, Jeffrey
Ross, Steve
Sanderson, Derek
Sandler, Michael
Sherman, Joel
Smallwood, Betty
Solomont, Alan
Solomont, Jay
Stuka, Paul
Thielen, Richard
Volk, Kenneth
Waldman, Ellis

9704378424

3/20/91

Belvedere
Properties, Inc.

11 Kearney Square
Lowell, MA 01852
(508) 459-1691

April 30, 1991

Mr. Andy Pappas
Penn Real Estate
1217 - 16th Street
Altoona, Pennsylvania 16601

Dear Andy:

It was a pleasure meeting with you and Steve the other day.

In our discussion, we talked about two other topics besides the new mall. Enclosed you will find one of the topics we talked about, Paul's "White Paper", the position that must be taken by the Democratic Party. Would like to hear your thoughts on this.

We also discussed the possibility of my being of some help in reviewing the utilization of the textile plant that closed in the Altoona area in the past few months.

As mentioned, I will be in town on May 10, and will be glad to give whatever assistance is needed.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosure

9704378425

Belvedere
Properties, Inc.

March 14, 1991

Dr. Joel Kraut
16 Webster Street
Brookline, Massachusetts 02146

Dear Joel:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
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3. Bush is unbeatable

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A statement will be issued by his doctor stating that Paul has been one hundred percent cured of the cancer and he is as healthy as any fifty year old man today.

Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Also enclosed are articles which appeared in the Boston Globe on March 10.

Would like to hear your thoughts.

Kindest regards,

Lawrence J. Ansin

LJA/ek

Enclosures

11 Kearney Square
Lowell, MA 01852
(508) 459-1000

9704378426

Belvedere
Properties, Inc.

March 14, 1991

John J. Lane, Jr.
Sports Images
2 Technology Drive
Peabody, Massachusetts 01960

Dear John:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
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Also enclosed are articles which appeared in the Boston Globe on March 10.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosures

97043784267

Belvedere
Properties, Inc.

March 14, 1991

Todd N. Kanter
Senior Vice President
Donaldson, Lufkin & Jenrette
1 Center Plaza
Boston, Massachusetts 02108

Dear Todd:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

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2. Perception of his health
3. Bush is unbeatable

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Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosures

11 Kearney Square
Lowell, MA 01852
(508) 459-1601

9704378428

Belvedere
Properties, Inc.

11 Kearney Square
Lowell, MA 01852
(508) 459-1601

March 14, 1991

Mr. Howard Flagler
Executive Director
Merrimack Valley United Jewish
Communities, Inc.
805 Turnpike Street
North Andover, Massachusetts 01845

Dear Howie:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
2. Perception of his health
3. Bush is unbeatable

When you read this "White Paper", you realize he is not another Mike Dukakis and that parallel will disappear immediately.

A statement will be issued by his doctor stating that Paul has been one hundred percent cured of the cancer and he is as healthy as any fifty year old man today.

Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Also enclosed are articles which appeared in the Boston Globe on March 10.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosures

97043784269

Belvedere
Properties, Inc.

March 14, 1991

Mr. Steve Ross
P. O. Box 488
Millbrae, California 04030

Dear Steve:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

11 Kearney Square
Lowell, MA 01852
(508) 459-1691

1. Another Greek from Massachusetts
2. Perception of his health
3. Bush is unbeatable

When you read this "White Paper", you realize he is not another Mike Dukakis and that parallel will disappear immediately.

A statement will be issued by his doctor stating that Paul has been one hundred percent cured of the cancer and he is as healthy as any fifty year old man today.

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Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosures

97043784270

Belvedere
Properties, Inc.

March 14, 1991

Mr. Jay H. Solomont
Coolidge House
30 Webster Street
Brookline, Massachusetts 02146

Dear Jay:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
2. Perception of his health
3. Bush is unbeatable

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Also enclosed are articles which appeared in the Boston Globe on March 10.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosures

70 Kearney Square
Lowell, MA 01852
(508) 459-1001

9704378427 1

Belvedere
Properties, Inc.

March 14, 1991

Mr. and Mrs. Dale Dal Pan
2761 Lakeshore Road
Gilford, New Hampshire 03246

Dear Judy and Dale:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
2. Perception of his health
3. Bush is unbeatable

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Also enclosed are articles which appeared in the Boston Globe on March 10.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosures

11 Kearney Square
Lowell, MA 01852
(508) 459-1691

9706437/8427272

Belvedere
Properties, Inc.

March 14, 1991

Mr. & Mrs. Ken Mendez
11742 Missouri Avenue
Los Angeles, California 60025

Dear Liz and Ken:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
2. Perception of his health
3. Bush is unbeatable

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Also enclosed are articles which appeared in the Boston Globe on March 10.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosures

11 Kearney Square
Lowell, MA 01852
(508) 459-8401

9704378423

Belvedere Properties, Inc.

March 14, 1991

Mr. Alan Gilstein
Piccerelli and Gilstein
144 Westminster Street
Providence, Rhode Island 02903

Dear Alan:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

11 Kearney Square
Lowell MA 01852
(508) 459 1601

1. Another Greek from Massachusetts
2. Perception of his health
3. Bush is unbeatable

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Also enclosed are articles which appeared in the Boston Globe on March 10.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosures

9706437842274

Belvedere
Properties, Inc.

March 14, 1991

Mr. Maynard Goldman
375 Beacon Street
Boston, Massachusetts 02116

Dear Maynard:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
2. Perception of his health
3. Bush is unbeatable

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Also enclosed are articles which appeared in the Boston Globe on March 10.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosures

11 Kearney Square
Lowell, MA 01852
(508) 459-1601

9704378427 5

Belvedere
Properties, Inc.

March 14, 1991

Mr. A. R. Dooley
21 Summit Road
Lexington, Massachusetts 02173

Dear Dick:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

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Also enclosed are articles which appeared in the Boston Globe on March 10.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosures

11 Kearney Square
Lowell, MA 01852
(508) 459-1600

9704337/8427 6

Belvedere
Properties, Inc.

March 14, 1991

Mr. Roy S. MacDowell, Jr.
The MacDowell Company
45 Waltham Road
Wayland, Massachusetts 01778

Dear Roy:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

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3. Bush is unbeatable

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Also enclosed are articles which appeared in the Boston Globe on March 10.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosures

11 Kearney Square
Lowell, MA 01852
(508) 459-1691

97043784277

Belvedere
Properties, Inc.

11 Kearney Square
Lowell, MA 01852
(508) 459-1601

March 14, 1991

Ms. Sheila Goldstein
38 Martingale Lane
Andover, Massachusetts 01810

Dear Sheila:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
2. Perception of his health
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Also enclosed are articles which appeared in the Boston Globe on March 10.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosures

9704378427 8

Belvedere
Properties, Inc.

March 12, 1991

Richard L. Alden
Executive Vice President
and Chief Financial Officer
Joan Fabrics Corporation
100 Vesper Executive Park
Tyngsboro, Massachusetts 01879-2710

Dear Dick:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

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2. Perception of his health
3. Bush is unbeatable

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Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

11 Kearney Square
Lowell, MA 01852
(508) 459-1091

9704378427 9

Belvedere
Properties, Inc.

11 Kearney Square
Lowell, MA 01852
(508) 459-7611

March 12, 1991

Mr. Harold Ansin
Unit 1B1
2580 South Ocean Blvd.
Palm Beach, Florida 33480-5482

Dear Dad:

Enclosed is Paul's "White Paper" discussing the "New American Mandate". I would like your thoughts once you have had an opportunity to read this.

Also enclosed is a copy of two articles that appeared in the March 10th edition of the Boston Globe.

Larry

I'll keep you updated with articles as the appear in the local papers

Enclosure

9704378423C

Belvedere
Properties, Inc.

March 12, 1991

Mr. Joseph Ansin
P. O. Box 67394
Chestnut Hill, MA. 02167-9998

11 Kearney Square
Lowell, MA 01852
(508) 459-1000

Dear Joe:

Enclosed is Paul's "White Paper" discussing the "New American Mandate". I would like your thoughts once you have had an opportunity to read this.

Also enclosed is a copy of two articles that appeared in the March 10th edition of the Boston Globe.

Larry

I'll give you the number now were we can be reached next week it is

Enclosure

9704378423 1

Belvedere
Properties, Inc.

March 12, 1991

Ms. Mikki Ansin
2 Ellery Square
Cambridge, Massachusetts 02138

Dear Mikki:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
2. Perception of his health
3. Bush is unbeatable

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Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

97043784232

Belvedere
Properties, Inc.

11 Kearney Square
Lowell, MA 01852
(508) 459-1691

March 12, 1991

Bernard V. Buonanno, Jr., Esq.
Edwards and Angell
2700 Hospital Trust Tower
Providence, Rhode Island 02903

Dear Bernie:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

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2. Perception of his health
3. Bush is unbeatable

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Also enclosed are articles which appeared in the Boston Globe on March 10.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. I will be on vacation from March 17, to March 24. I realize that you are taking your family on vacation during the same time period. Please call when you return so that we can arrange a time for you and Paul to get together.

97043784223

Belvedere
Properties, Inc.

March 12, 1991

Richard F. Connolly, Jr.
Paine Webber, Inc.
265 Franklin Street
Boston, Massachusetts 02110

Dear Dick:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

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Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

11 Kearney Square
Lowell, MA 01852
(508) 459-1601

970437842934

Belvedere
Properties, Inc.

March 12, 1991

Melvin S. Cutler
Cutler Investments
306 Main Street
Worcester, Massachusetts 01608

Dear Mel:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

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Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

11 Kearney Square
Lowell, MA 01852
(508) 459-1091

9704378425

Belvedere
Properties, Inc.

March 12, 1991

Mr. Kenneth D'Amato
Hord Tool and Die Corporation
45 York Avenue
Pawtucket, Rhode Island 02860

Dear Ken:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

11 Kearney Square
Lowell, MA 01852
(508) 459-1601

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Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

97043784236

Belvedere Properties, Inc.

March 12, 1991

Mrs. Helena Foulkes
33 Chatham Street
Apartment #1
Cambridge, Massachusetts 02139

Dear Helena:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
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Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

miss you + Bill, Susan + I are off to Florida next week, Dad says the family is off on vacation also call when you return want to follow up with Bill

Your Jewish Godfather

970437842837

Belvedere
Properties, Inc.

March 13, 1991

Mr. Richard Kapelson
KAPS
381 Essex Street
Lawrence, Massachusetts 01840

Dear Dick:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

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Also enclosed are articles which appeared in the Boston Globe on March 10.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. I will be on vacation from March 17, to March 24. I realize that you are taking your family on vacation during the same time period. Please call when you return so that we can arrange a time for you and Paul to get together.

11 Kearney Square
Lowell, MA 01852
(508) 459-1691

97043784238

Belvedere
Properties, Inc.

March 12, 1991

Mr. Marc Katzen
111 Sand Pine Lane
Longwood, Florida 32779

Dear Marc:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
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Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Would like to hear your thoughts.

P.S. Susan + I will be visiting with Bud + Mimm next week in Florida we'll call - I miss you

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

[illegible] Kearney Square
Lowell, MA 01852
[illegible]

9 7 0 4 3 / 8 4 2 2 9

Belvedere
Properties, Inc.

11 Kearney Square
Lowell, MA 01852
(508) 459-1691

March 12, 1991

Mr. Emanuel Leopold
4430 Exeter Drive
Long Boat Key, Florida 34228

Dear Bud:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

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3. Bush is unbeatable

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Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Would like to hear your thoughts.

I'll see you on Sunday Though you'd like to read this before my visit

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

970431/8422C

Belvedere
Properties, Inc.

March 12, 1991

Kenneth J. Novak, Esq.
Mintz Levin
One Financial Center
Boston, Massachusetts 02111

Dear Ken:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

11 Kearney Square
Lowell, MA 01852
(508) 458-7691

1. Another Greek from Massachusetts
2. Perception of his health
3. Bush is unbeatable

When you read this "White Paper", you realize he is not another Mike Dukakis and that parallel will disappear immediately.

A statement will be issued by his doctor stating that Paul has been one hundred percent cured of the cancer and he is as healthy as any fifty year old man today.

Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Would like to hear your thoughts.

Hope you had a great vacation. I'll be away next week but want to talk about Susan's situation nothing pressing

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

9704378421

Belvedere
Properties, Inc.

March 12, 1991

Mr. Neil Port
22 Mansion Boulevard
Altoona, Pennsylvania 16602

Dear Neil:

Excellent reading for your vacation. Very interested in your thoughts. Please call.

Have a great vacation! Send my love to Mick.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosure

11 Kearney Square
Lowell, MA 01852
(508) 459-1001

9704378422

Belvedere
Properties, Inc.

March 12, 1991

Jeffrey D. Queen
5 Timothy Drive
Andover, Massachusetts 01810

Dear Jeffrey:

I thought it was important that you read Paul's "White Paper" immediately to understand better the candidate you could be working for.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosure

11 Kearney Square
Lowell MA 01852
(508) 459-1601

9704378422 3

Belvedere
Properties, Inc.

11 Kearney Square
Lowell MA 01852
(508) 459 1001

March 12, 1991

Derek M. Sanderson
Vice President/Public Relations
Tucker Anthony, Inc.
1 Beacon Street
Boston, Massachusetts 02108

Dear Derek:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
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Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Would like to hear your thoughts. Though you'd be interested in Paul's thoughts

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

9704378424

Belvedere
Properties, Inc.

March 12, 1991

Mr. Michael Sandler
A Different September Foundation
19 Deerfield Street
Boston, Massachusetts 02215

Dear Mike:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

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2. Perception of his health
3. Bush is unbeatable

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Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Would like to hear your thoughts.

I'll call you the week of the 24th - Susan & I are off to Florida Sunday

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

11 Kearney Square
Lowell, MA 01852
(508) 459-1401

9704378425

Belvedere
Properties, Inc.

March 12, 1991

Joel B. Sherman, Esq.
Goulston & Storrs
400 Atlantic Avenue
Boston, Massachusetts 02210-2206

Dear Joel:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

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Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Would like to hear your thoughts.

Thanks for the advice Sunday I'll be back at you. I've already spoken to Steve Grossman

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

11 Kearney Square
Lowell, MA 01852
(508) 459-1001

9704378426

Belvedere
Properties, Inc.

11 Kearney Square
Lowell, MA 01852
(508) 459-1601

March 12, 1991

Mrs. Betty Smallwood
5109 Worthington Drive
Bethesda, MD 20816

Dear Betty:

Enclosed is Paul's "White Paper" discussing the "New American Mandate". I would like your thoughts once you have had an opportunity to read this.

Also enclosed is a copy of two articles that appeared in the March 10th edition of the Boston Globe.

Larry

Enclosure

missed you the other night
Let's try an touch base
before Sunday

Love you

9704378422 7

Belvedere
Properties, Inc.

March 12, 1991

Mr. Paul Stuka
Stuka Associates
50 Rowes Wharf, 4th Floor
Boston, Massachusetts 02110

Dear Paul:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
2. Perception of his health
3. Bush is unbeatable

When you read this "White Paper", you realize he is not another Mike Dukakis and that parallel will disappear immediately.

A statement will be issued by his doctor stating that Paul has been one hundred percent cured of the cancer and he is as healthy as any fifty year old man today.

Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

9704378208

Belvedere
Properties, Inc.

March 12, 1991

Richard N. Thielen
Rinet Company, Inc.
213 Union Wharf
Boston, Massachusetts 02109

Dear Dick:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

11 Kearney Square
Lowell, MA 01852
(508) 459-1601

1. Another Greek from Massachusetts
2. Perception of his health
3. Bush is unbeatable

When you read this "White Paper", you realize he is not another Mike Dukakis and that parallel will disappear immediately.

A statement will be issued by his doctor stating that Paul has been one hundred percent cured of the cancer and he is as healthy as any fifty year old man today.

Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

9704378429

Belvedere
Properties, Inc.

March 12, 1991

Mr. Kenneth Volk
Volk Packaging
Biddeford Industrial Park
Biddeford, Maine 04005

Dear Ken:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

11 Kearney Square
Lowell, MA 01852
(508) 459-1691

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2. Perception of his health
3. Bush is unbeatable

When you read this "White Paper", you realize he is not another Mike Dukakis and that parallel will disappear immediately.

A statement will be issued by his doctor stating that Paul has been one hundred percent cured of the cancer and he is as healthy as any fifty year old man today.

Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Would like to hear your thoughts.

Keep this away from Diane

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

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Belvedere
Properties, Inc.

March 12, 1991

Ellis S. Waldman
Walco Electric Company
303 Allens Avenue
Providence, Rhode Island 02905

Dear Ellis:

Enclosed is a copy of Paul Tsongas' "White Paper", the platform upon which he is going to run. I am well aware of the three strikes he has against him starting out.

1. Another Greek from Massachusetts
2. Perception of his health
3. Bush is unbeatable

When you read this "White Paper", you realize he is not another Mike Dukakis and that parallel will disappear immediately.

A statement will be issued by his doctor stating that Paul has been one hundred percent cured of the cancer and he is as healthy as any fifty year old man today.

Bush's popularity is at an all-time high today, but where was Gorbachev in popularity a year and a half ago? Things and events in history change.

Would like to hear your thoughts.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

P.S. Enclosed are articles which appeared in the Boston Globe on March 10.

P.S. I'll be out of town next week, if you need me Betty knows where to find me - I'll be looking for a final budget when I return march 26th

9704378430 1

Belvedere
Properties, Inc.

March 12, 1991

Dennis R. Kanin, Esq.
Foley, Hoag & Eliot
One Post Office Square
Boston, Massachusetts 02109

Dear Dennis:

Just a random number of issues that I would like to bring to your attention in no particular order.

1. In reading Paul's "White Paper", I feel that it has great appeal to the American public and will be the cornerstone of his campaign. Therefore, I strongly recommend that we talk to a publishing company to get his book in print as soon as possible so the public may read first-hand what Paul's thoughts are.

2. Regarding the Israel Issue, no question the key player to review this statement paper and to get direction as to how to proceed further is Steve Grossman. Once the statement paper has been drafted, I feel it is imperative that you and I talk immediately as to how to approach Steve and get his input.

3. Enclosed is the resume of Jeffrey Queen. I have known Jeffrey for the past five years. He has been a leading member of the Jewish community in the Merrimack Valley and is a high quality, "our type of person"; he carries himself well, very articulate and is very hard working. He would like to get involved in Paul's campaign on a full-time basis and I recommend you call him and meet with him as soon as possible.

4. I feel that it would be very meaningful for Paul to send copies of his "White Paper" directly to key business people and politicians throughout the country with a personal note attached, i.e. Lee Iacocca, members of all the boards Paul sits on.

970431/84302

5. My personal schedule is as follows: I will be out of Massachusetts from March 17, through March 24. If there are issues you want to discuss with me, I can be reached at any time but do not feel that I want to intrude on your valuable time.

6. I will be meeting with Ron Ansin this afternoon. I feel it is important that Paul contact Ron personally to ask for his support. This would be very meaningful. I also think a very select list of individuals that Paul should call immediately should be gathered by his aides and screened by you. I recommend calling the following associates that I know are friendly with Paul: George Behrakis, Arthur Pappathanasi and Bobby Orr.

Kindest regards,

Larry

Lawrence J. Ansin

LJA/ek

Enclosure

P.S.

Don't know if you saw this article by Lester Thurow in today's Boston Globe. It is right on with what Paul states in his "White Paper", a copy of which should get to Mr. Thurow. He is right here at MIT.

9704378433

JEFFREY D. QUEEN

5 Timothy Drive
Andover, MA 01810

OBJECTIVE

Lead or participate in the direction of a service or distribution company.

QUALIFICATIONS

General management experience in operations from start-up to $35 Million. Developed strategic plans which expanded market areas and increased existing customer base. Hands-on team builder with strong marketing, sales and general management skills. Able to make tough decisions by cutting quickly to the essence of a problem. Ability to streamline an organization resulting in improved operations and reduced costs. Eloquent speaker skilled at communicating to all levels of an organization.

EXPERIENCE

Vantage Supply Companies, Methuen, MA — **1987 - 1990**

Founder and President
Founded a $15 Million wholesale distributor of plumbing, heating, industrial and well supplies to contractors focusing on the burgeoning upscale luxury residential market. Responsible for the profit and loss, strategic planning as well as day-to-day operations.

Queen Supply Companies, Methuen, MA — **1983 - 1987**

Co-Founder and President
Designed a business plan unifying four separate companies with centralized management and support functions. Created a corporate management entity to establish market identity and utilize the clout of the combined operations of this multi-branch, $35 Million wholesale distributor of plumbing, heating, industrial and well supplies to the contractor market.

Plaza Pipe and Supply, Methuen, MA — **1972 - 1983**

Assistant Manager
Progressed through a variety of positions including sales, purchasing and administration, leading to daily operational responsibilities of this $3.5 Million wholesale distributor of plumbing, heating and well supplies.

ACCOMPLISHMENTS

STRATEGIC PLANNING

- Developed a business plan differentiating the company in the marketplace with a new corporate identity, marketing approach and focus.
- Set short and long term goals and specific financial objectives which were exceeded seven years in a row.
- Established the first direct mail, promotionally oriented, upscale advertising campaign in the industry.
- Implemented a diversification into the industrial supplies market by augmenting current product lines.

9704378304

BUSINESS DEVELOPMENT

- Maintained compounded sales growth in excess of 10% per year over a seven year period.
- Developed a corporate wide focus on customer satisfaction, service and quality.
- Established an incentive plan for the inside and outside sales force based on overall company gross margin.
- Opened a 5,000 sq. ft. showroom at the Boston Design Center in conjunction with our major supplier to focus on the luxury end of the market by targeting interior designers and architects.
- Broadened market area to include Maine by opening a branch in Bangor to fill a void left by a major competitor.

ORGANIZATIONAL MANAGEMENT

- Implemented sophisticated computerization to streamline operations resulting in a 150% increase in sales per employee.
- Formed outside board of directors to lend objectivity and managerial expertise.
- Unified the organization with clear delegation of responsibilities and authority reducing operational inefficiencies.
- Provided employees with specific job descriptions and incentives for performance.
- Furnished timely reports to management highlighting customer needs, purchasing requirements and credit information resulting in increased efficiency.

FINANCIAL MANAGEMENT

- Increased sales by 250% and improved profit margin by 20% in a four year period.
- Reduced operating costs through competitive bidding on service contracts.
- Instituted a consistent credit policy and networked with local credit organizations which reduced collection days by 25% and bad debt by 50%.
- Improved relationships with vendors through periodic evaluations and annual meetings.

INTERPERSONAL COMMUNICATIONS

- Created a unified corporate culture by introducing weekly management meetings, monthly branch meetings, goal oriented incentives and extensive personal employee contact.
- Demonstrated ability to focus diverse constituencies toward a singular goal in volunteer organizations.
- Bolstered image of several organizations through strong speaking skills.

EDUCATION / PERSONAL

Education: Bachelor of Arts, Lafayette College, Easton, PA

Organizations: New England Wholesalers, Board of Directors 1988-1990
American Cancer Society, Board of Directors 1985-1990
Temple Emanuel, Andover, MA, Board of Governors 1988-
Merrimack Valley United Jewish Communities, Board of Directors 1988-

Married: 2 Children

9704378305

May 31, 1991

Mr. Ellis Waldman
Walco Electric Company
303 Allens Avenue
Providence, RI 02905

Dear Ellis:

Thank you for attending the reception at Larry and Susan's home.

One true advantage of seeking elective office is the opportunity it provides to see old friends and to make new friendships. I thoroughly enjoyed our discussion and the exchange of ideas.

I am honored by your support of my efforts. In any campaign, fundraising is integral to geeting the message before the American people. Your help on the June 25 event is especially important and very much appreciated.

I look forward to meeting with you again on June 25, and am grateful to Larry, Susan and you for your commitment and generosity. I am confident that with your help we can be successful.

Warmest regards,

Paul

Paul E. Tsongas

9704378430 6

POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE: (508) 475-3876 • FAX (508) 475-0862

May 31, 1991

Mr. Richard Thielen
c/o Rinet Company, Inc.
213 Union Wharf
Boston, MA 02109

Dear Dick:

Thank you for attending the reception at Larry and Susan's home.

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I look forward to meeting with you again on June 25, and am grateful to Larry, Susan and you for your commitment and generosity. I am confident that with your help we can be successful.

Warmest regards,

Paul

Paul E. Tsongas

9704378307

POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE (508) 475-3876 • FAX (508) 475-0862

May 31, 1991

Mr. Peter Thompson
84 Meetinghouse Road
Bedford, NH 03102

Dear Peter:

Thank you for attending the reception at Larry and Susan's home.

One true advantage of seeking elective office is the opportunity it provides to see old friends and to make new friendships. I thoroughly enjoyed our discussion and the exchange of ideas.

I am honored by your support of my efforts. In any campaign, fundraising is integral to geeting the message before the American people. Your help on the June 25 event is especially important and very much appreciated.

I look forward to meeting with you again on June 25, and am grateful to Larry, Susan and you for your commitment and generosity. I am confident that with your help we can be successful.

Warmest regards,

Paul

Paul E. Tsongas

9704378308

POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE: (508) 475-3876 • FAX (508) 475-0862

9704317843309

May 31, 1991

Mr. Paul Stuka
Stuka Associates
50 Rowes Wharf, 4th Fl.
Boston, MA 02110

Dear Paul:

Thank you for attending the reception at Larry and Susan's home.

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Warmest regards,

Paul

Paul E. Tsongas

POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE: (508) 475-3876 • FAX (508) 475-0862

May 31, 1991

Mr. Alan Solomont
ADS Management
1 High Street, Bldg. 6
North Andover, MA 01845

Dear Alan:

Thank you for attending the reception at Larry and Susan's home.

One true advantage of seeking elective office is the opportunity it provides to see old friends and to make new friendships. I thoroughly enjoyed our discussion and the exchange of ideas.

I am honored by your support of my efforts. In any campaign, fundraising is integral to geeting the message before the American people. Your help on the June 25 event is especially important and very much appreciated.

I look forward to meeting with you again on June 25, and am grateful to Larry, Susan and you for your commitment and generosity. I am confident that with your help we can be successful.

Warmest regards,

Paul

Paul E. Tsongas

9704378431C

POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE: (508) 475-3876 • FAX (508) 475-0962

May 31, 1991

Mr. Roy MacDowell
The MacDowell Company
45 Waltham Road
Wayland, MA 01778

Dear Roy:

Thank you for attending the reception at Larry and Susan's home.

One true advantage of seeking elective office is the opportunity it provides to see old friends and to make new friendships. I thoroughly enjoyed our discussion and the exchange of ideas.

I am honored by your support of my efforts. In any campaign, fundraising is integral to geeting the message before the American people. Your help on the June 25 event is especially important and very much appreciated.

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Warmest regards,

Paul

Paul E. Tsongas

9704378431 1

POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE: (508) 475-3876 • FAX (508) 475-0862

May 31, 1991

Mr. Paul Karofsky
77 Rockport Road
Weston, MA 02193

Dear Paul:

Thank you for attending the reception at Larry and Susan's home.

One true advantage of seeking elective office is the opportunity it provides to see old friends and to make new friendships. I thoroughly enjoyed our discussion and the exchange of ideas.

I am honored by your support of my efforts. In any campaign, fundraising is integral to geeting the message before the American people. Your help on the June 25 event is especially important and very much appreciated.

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Warmest regards,

Paul

Paul E. Tsongas

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POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE: (508) 475-3876 • FAX (508) 475-0862

9 7 0 4 3 / 8 4 3 1 3

May 31, 1991

Mr. Dan Greiff
Bellesteel Industries
150 McClellan Highway
East Boston, MA 02128

Dear Dan:

Thank you for attending the reception at Larry and Susan's home.

One true advantage of seeking elective office is the opportunity it provides to see old friends and to make new friendships. I thoroughly enjoyed our discussion and the exchange of ideas.

I am honored by your support of my efforts. In any campaign, fundraising is integral to geeting the message before the American people. Your help on the June 25 event is especially important and very much appreciated.

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Warmest regards,

Paul

Paul E. Tsongas

POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE: (508) 475-3876 • FAX (508) 475-0862

May 31, 1991

Mr. Richard Kapelson
KAPS Mens Store
381 Essex Street
Lawrence, M A 01840

Dear Dick:

Thank you for attending the reception at Larry and Susan's home.

One true advantage of seeking elective office is the opportunity it provides to see old friends and to make new friendships. I thoroughly enjoyed our discussion and the exchange of ideas.

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Paul

Paul E. Tsongas

9704378431 4

POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE: (508) 475-3876 • FAX (508) 475-0862

May 31, 1991

Mr. Ken D'Amato
Hord Tool & Die Company
33 York Avenue
Pawtucket, RI 02860

Dear Ken:

Thank you for attending the reception at Larry and Susan's home.

One true advantage of seeking elective office is the opportunity it provides to see old friends and to make new friendships. I thoroughly enjoyed our discussion and the exchange of ideas.

I am honored by your support of my efforts. In any campaign, fundraising is integral to geeting the message before the American people. Your help on the June 25 event is especially important and very much appreciated.

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Warmest regards,

Paul

Paul E. Tsongas

9704378431 5

May 31, 1991

Mr. Richard F. Connolly
224 Musterfield Road
Concord, MA 01742

Dear Dick:

Thank you for attending the reception at Larry and Susan's home.

One true advantage of seeking elective office is the opportunity it provides to see old friends and to make new friendships. I thoroughly enjoyed our discussion and the exchange of ideas.

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Warmest regards,

Paul

Paul E. Tsongas

970437843316

POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE: (508) 475-3876 • FAX (508) 475-0862

May 31, 1991

Mr. David Bradbury
35 Foster Street
Littleton, MA 01460

Dear David:

Thank you for attending the reception at Larry and Susan's home.

One true advantage of seeking elective office is the opportunity it provides to see old friends and to make new friendships. I thoroughly enjoyed our discussion and the exchange of ideas.

I am honored by your support of my efforts. In any campaign, fundraising is integral to geeting the message before the American people. Your help on the June 25 event is especially important and very much appreciated.

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Paul

Paul E. Tsongas

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POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE: (508) 475-3876 • FAX (508) 475-0962

9704318

May 31, 1991

Mr. James A. Bertelli, Pres.
Mercury Computer Systems, Inc.
600 Suffolk Street
Lowell, MA 01854

Dear Jim:

Thank you for attending the reception at Larry and Susan's home.

One true advantage of seeking elective office is the opportunity it provides to see old friends and to make new friendships. I thoroughly enjoyed our discussion and the exchange of ideas.

I am honored by your support of my efforts. In any campaign, fundraising is integral to geeting the message before the American people. Your help on the June 25 event is especially important and very much appreciated.

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Warmest regards,

Paul

Paul E. Tsongas

POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE: (508) 475-3876 • FAX (508) 475-0862

May 31, 1991

Mr. Ron Ansin
Merchants National Bank
1 Main Street
Leominster, MA 01453

Dear Ron:

Thank you for attending the reception at Larry and Susan's home.

One true advantage of seeking elective office is the opportunity it provides to see old friends and to make new friendships. I thoroughly enjoyed our discussion and the exchange of ideas.

I am honored by your support of my efforts. In any campaign, fundraising is integral to geeting the message before the American people. Your help on the June 25 event is especially important and very much appreciated.

I look forward to meeting with you again on June 25, and am grateful to Larry, Susan and you for your commitment and generosity. I am confident that with your help we can be successful.

Warmest regards,

Paul

Paul E. Tsongas

9704378319

POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE: (508) 475-3876 • FAX (508) 475-0862

May 31, 1991

Mr. Harold Ansin
99 Florence Street, #20
Chestnut Hill, MA 02167

Dear Harold:

Thank you for attending the reception at Larry and Susan's home.

One true advantage of seeking elective office is the opportunity it provides to see old friends and to make new friendships. I thoroughly enjoyed our discussion and the exchange of ideas.

I am honored by your support of my efforts. In any campaign, fundraising is integral to geeting the message before the American people. Your help on the June 25 event is especially important and very much appreciated.

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Warmest regards,

Paul

Paul E. Tsongas

970432/8432C

RESPONSE # 2
TO PRODUCTION OF DOCUMENTS

9704378432 1

FEDERAL MATCHING FUNDS
GUIDELINES:

Tsongas for President

Federal Matching Funds are an essential source of revenue for a presidential campaign. The federal government will **match** contributions from individuals of up to $250 for qualifying campaigns.

To qualify for federal matching funds, the Tsongas campaign must raise at least $5000 in each of 20 states in amounts of $250 or less. (Contributors may give up to $1000, but only the first $250 is counted towards reaching the $5000 qualification standard.)

Contributions must be:

- From American citizens over age 18
- In the form of personal checks (no cash or business checks)
- Accompanied by the contributor's home address and occupation and employer's address
- No checks from political action committees (PAC's) will be accepted
- $1000 or less

If a contributor wants to give more than $250: he or she must write two checks--one for $250, and the second for up to $750--for the contribution to count towards the federal match.

Checks should be mailed to:
Tsongas Committee
Box 2104
Andover, Massachusetts 01810

If you have any questions, please call:
Chris Naylor
617-482-1390 ext. 4052
After March 15: 202-362-6570

9704378432 2

RESPONSE # 3
TO PRODUCTION OF DOCUMENTS

9704378432 3

SCHEDULE FOR PAUL E. TSONGAS
TRIP DATE: OCTOBER 11, 1991

MAINE

7:15 - 9:10 AM	Drive time from Lowell to South Portland Driver: Rich Arms, S. Joncas to accompany
9:10 AM	Arrive South Portland High School Highland Avenue, So. Portland
9:15 - 9:30 AM	Meet High School Principal, Jacqueline Soychak and Asst. Principal, Tom Major School Tel. No. (207) 767-3266
9:30 - 10:20 AM	Address approximately 150 history and government students in school library. Jim Hewes, Student Government President to introduce you.
10:30 - 11:00 AM	Press availability - Room 110 So. Portland High School
11:00 - 11:15 AM	Drive time to Portland
11:15 - 11:45 AM	Courtesy call; Thomas Allen, Mayor of Portland at his law office, Drummond Plimpton Woodsum & MacMahon, 245 Commercial Street, Portland. Tel. No. (207) 772-1941
12:00 - 1:15 PM	Informal lunch and meeting with local Democrats; Portland Democratic City Committee, Nathan Szanton, Chairman. Location: Jensen Baird Gardner & Henry 10 Free Street, Fourth Floor, Portland, ME. Tel. No. (207) 775-7271. Brief remarks and Q&A. N. Szanton to introduce you. They expect about 30 people to attend. Bill Dale acting as host for the law firm in place of Jeff Clements.
1:30 - 2:30 PM	Editorial Board Meeting Portland Press Herald 390 Congress Street Contact: Main Tel. No. (207) 780-9000

9704378434

2:30 - 3:00 PM	Possible courtesy call; Harold Pachios, active in state Democratic Party and Dukakis presidential campaign. Preti Flaherty Beliveau & Pachios 443 Congress Street, Portland, ME Tel. No. (207) 775-5831
3:00 - 4:15 PM	Downtime Holiday Inn, 88 Spring Street Tel. No. (207) 775-2311 Swimming pool available, Con. #60470970
4:20 - 5:00 PM	Drive time to Auburn, ME. Arrive at home of James and Nancy Roux 325 Lake Street, Auburn, ME Tel. No. (207) 784-3200 office
5:00 - 5:20 PM	Press availability at the Roux home
5:20 - 6:20 PM	Reception at Roux home with Democrats. Those invited include Lewiston and Auburn Mayors and county and state Democratic Party committee members.
6:20 - 6:40 PM	Drive time to Bates College
6:40 - 7:15 PM	Reception at Bates College James W. Carignan, Dean of the College Hirasawa Lounge, Chase Hall Campus Avenue Informal discussion session with Q&A Bates College student newspaper and TV to interview (15-20 minutes)
7:15 - 7:30 PM	Downtime, Office at Muskie Archives Center
7:30 - 9:00 PM	Speech and Q&A Muskie Archives - Chris Beam, Director Center for Public Affairs Campus Avenue Tel. No. (207) 786-6354 Chris Beam to introduce you. Bates faculty, students and alumni. Room holds 150 persons. If overflow crowd, relocate to Bates Chapel which holds 600 persons.
9:00 - 11:15 PM	Drive time to Lowell

9704378325

SCHEDULE FOR: **PAUL E. TSONGAS**
TRIP DATE: November 14, 1991
TRIP NUMBER:
DRAFT NUMBER: 3
DATE OF LAST CHANGE: 11/12/91
TIME OF CHANGE: 5:38 PM

Lowell-Durham,NH-Biddeford,ME-Saco,ME-Dover,NH-Lowell

Thursday, November 14, 1991

9:15AM- 10:30	Travel time to Durham, NH Frank Gorman to drive N.B.: Steve Jonas & Brad Mackenzie to meet and attend entire day.
10:30- 11:00	Event: Tape Interview with Channel 11 Location: Mast Road, off Rte. 155A Phone: 603-868-1100 Interviewed by: Marilyn Pennell N.B.: Durham Public TV
11:00- 12:00 Noon	Travel time to Maine
12:00- 1:00PM	Event: Tour South Maine Medical Center Location: 1 Medical Center Drive, Biddeford, ME Contact: Judy Harrison, Dir. Community Relations Phone: 207-283-7233 N.B.: Edward J. McGeachey, Pres. & CEO 750 Employees
1:00	Travel time to YMCA
1:15- 1:40	Event: Press Availability Location: Biddeford YMCA, Pomerleau Street Phone: 207-283-0100
1:40	Travel time

9704378433226

SCHEDULE FOR: **PAUL E. TSONGAS**
TRIP DATE: **November 14, 1991**
TRIP NUMBER:
DRAFT NUMBER: 3
DATE OF LAST CHANGE: 11/12/91
TIME OF CHANGE: 5:18 PM

Lowell-Durham,NH-Biddeford,ME-Saco,ME-Dover,NH-Lowell

1:45- 2:45	Event:	Biddeford Journal Tribune Editorial Board Mtg.
	Location:	Alfred Road
	Contact:	Bob Saunders
	Phone:	207-324-4444
	Attendees:	Bob Sanders, Sandy Marsters, Dennis Flaherty
2:45	Travel time to meeting	
3:00- 4:15	Event:	Swim at the Northern York Cnty YMCA
	Location:	Pomerleau Street
	Contact:	Sandy Morander, Exec. Director
	Phone:	207-283-0100
4:15	Travel time	
4:30- 5:00	Event:	Possible courtesy call to Senator Dennis Dutremble, (D) York Assistant Majority Leader
	Location:	his home, 3 Haley Circle, Biddeford
	Phone:	207-289-1515 (w)/

DIANE WHITE - Sec't.

5:00	Travel time to Saco	
5:15- 6:15	Event:	Reception with Dem. Activists
	Location:	Home of Tristine Smith 206 Jenkins Road, Saco
	Phone:	207-284-5245 (W)
	Call Time:	5:00-6:30
6:15	Travel time to Dover, NH	

9704378327

SCHEDULE FOR: PAUL E. TSONGAS
TRIP DATE: November 14, 1991
TRIP NUMBER:
DRAFT NUMBER: 3
DATE OF LAST CHANGE: 11/12/91
TIME OF CHANGE: 5:18 PM

Lowell-Durham,NH-Biddeford,ME-Saco,ME-Dover,NH-Lowell

Thurday, November 14, 1991 Page 3

7:00- 8:30	Event: Location: Phone: Introduced by:	Dover Town Meeting McIntosh College, 23 Cataract Ave, 603-742-1234
8:30	Travel time to Lowell	

9704318328

...iki Tsongas
...TE: January 9, 1991
...IP NUMBER:
DRAFT NUMBER: 1
DATE OF LAST CHANGE: 1/8/92
TIME OF CHANGE: 2:21 PM

Rochester,NH-Lewiston,ME-Hallowell,ME-Lowell

Thursday, January 9, 1992

Mary Shraeder, Photographer with the Detroit Free Press, possibly attending part of day

9:30AM	Depart for Rochester, NH Driver: Carol Kanin Steve Joncas to accompany Brian Keane to meet and accompany with separate car	
10:45	Arrive:	WZNN, meet host of show
	Location:	Rochester Hill, Route 108, Rochester, NH
	Phone:	603-433-2212 fax 603-332-0930
	Host:	David Balkin (W) 603-433-4456
11:00-12:00 Noon	Event:	Live radio interview on "Newsmakers"
	N.B.:	show live 11:00-12:00 All News 930 Station
12:00	Depart for Lewiston, ME	
2:00-2:20	Event:	Tape interview with WLAM Radio
	Location:	912 Washington Street, Lewiston, ME
	Phone:	207-784-5401
	Interviewed by:	Matt Ledin, News Director
	N.B.:	Jim Howaniec, Mayor of Lewiston to meet and accompany rest of day. (W) 207-777-3900
2:20	Depart for Geiger Brothers	

9704378329

SCHEDULE FOR: Niki Tsongas
TRIP DATE: January 9, 1991
TRIP NUMBER:
DRAFT NUMBER: 1
DATE OF LAST CHANGE: 1/8/92
TIME OF CHANGE: 2:21 PM

Rochester,NH-Lewiston,ME-Hallowell,ME-Lowell

2:30-3:30	Event:	Tour of Geiger Brothers, Inc.
	Location:	Mt. Hope Street, Lewiston
	Phone:	207-783-2001
	Contact:	Peter Geiger, V. Pres.-Sales & Mktg.
	Tour Guide:	Peter Geiger- administration Ron Giard- manufacturing plant
	N.B.:	300 employees, Printers of Farmer's Almanac, Sell specialty advertising items. Exports items to Japan. Received 1,000 Pts of Light Award from Pres. Bush for their Adopt a School Program.
3:30	Depart for health services center	
3:45-4:45	Event:	Visit Androscoggin Home Health Services
	Location:	Sabattus Street, Lewiston
	Contact:	David Merk, President
	Phone:	207-795-4025
	N.B.:	Meet Admin. & staff, then tour facility. 250 employees. Provides health care in homes.
4:45	Depart for Hallowell, ME	
	N.B.:	Stop for coffee and sandwich en route.

9704378C

SCHEDULE FO[redacted] Niki Tsongas
TRIP DATE: January 9, 1991
TRIP NUMBER:
DRAFT NUMBER: 1
DATE OF LAST CHANGE: 1/8/92
TIME OF CHANGE: 2:21 PM

Rochester,NH-Lewiston,ME-Hallowell,ME-Lowell

Thursday, January 9, 1992 Page 3

5:30-6:45	Event:	Reception for Charles Pray, Senate Pres.
	Location:	the home of Phillip and Barbara Merrill, 6 Summer Street, Hallowell
	Phone:	
	N.B.:	Speak to Charles Pray at beginning of reception 5:30-7:30 / 80-100 people expected, Phillip is counsel to Senate Pres.
6:45	Depart for Lowell	
9:00	Arrive:	Lowell

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SCHEDULE FOR NIKI TSONGAS

453-4953

TRIP DATE - WEDNESDAY, DECEMBER 18, 1991

FRANK J. GORMAN TO DRIVE - WOULD LIKE A REPORTER

LOWELL - DRACUT - CHICHESTER, NH - PITTSFIELD, NH - ALTON, NH
BIDDEFORD, ME - SACO, ME - DURHAM, NH

8:00 AM — LEAVE HOME IN LOWELL

8:15 AM — DRACUT CHILDRENS CENTER - MEET OWNER, DARLENE GORMAN Frank's wife
DIRECTOR, ANN GREGORIO AND STAFF
PARENTS OF STUDENTS TO ATTEND
100 STUDENTS - LARGEST DAYCARE AND NURSERY IN THE AREA.
:MERRIMACK JOURNAL - LAWRENCE EAGLE TRIBUNE, GIRL
WHO DID PELHAM / HUDSON - LOWELL SUN

9:15 AM -
10:15 AM — DRIVING TIME TO CHICHESTER, NH
MEET SUN VALLEY NEWS REPORTER TO BE WITH US UNTIL
MAINE

10:15 AM — CHICHESTER STORE - STOP OVER SPOT FOR COMMUTERS
FROM CONCORD - GOING EAST TOWARD NH LOCATIONS
MEET OWNERS: DON FRARY & SON, MIKE FRARY
RFD2 MAIN STREET, CHICHESTER, NH
SUNCOOK VALLEY SUN NEWS TO COVER
CONCORD RADIO STATION WKXL-AM CONCORD
WILL MEET AT LEAST ONE SELECTMAN FROM TOWN FOR
COFFEE

9704378432

10:30 AM -
10:45 AM — PITTSFIELD, N.S. OR ALTON, NH H.S.

GEORGE ROGERS, PRINCIPLE

10:45 AM -
11:15 AM — PRINCIPLE K-12, BERNADETTE MCGLAUGHLIN

[redacted]

TALK TO SENIOR CLASS & STAFF IN AUDITORIUM

11:15 AM -
11:30 AM — DRIVE TO ALTON BAY, NH - TOWN HALL

15 MINUTES — MEET TOWN EMPLOYEES AND STAFF

SELECTMAN, PATRICIA MERRILL

THE TIMES TO COVER

11:45 AM -
1:00 PM — ALTON BAY, NH TO BIDDEFORD, ME

(EAT ON THE WAY)

1:00 PM -
1:45 PM — BIDDEFORD, MAINE HIGH SCHOOL AUDITORIUM

1100 STUDENTS IN SCHOOL - SENIORS AND FACULTY

150 - 200 TO ATTEND

INTRODUCTION PRINCIPLE - MR. WARREN GALWAY

[redacted]

NEWS REPORTERS:

RADIO STATIONS:

9704378433

1:45 PM -
2:15 PM

DRIVE TO SACO, MAINE: EVERGREEN MANOR
328 NORTH STREET
SACO, ME
[redacted]

A) ADMINISTRATIVE DIRECTOR: SUSAN GAJEWSKI

AND STAFF

B) VISITING NURSE ASSOCIATION ADMINISTRATION

AND STAFF AND RESIDENCE OF MANOR, JOINT

GATHERING

BIDDEFORD - SACO COURIER

SUN TIMES

3:15 PM -
3:30 PM

BIDDEFORD Y.M.C.A

LINDA PIPER, DIRECTOR OF KINDER KIDS

SHARON BECKWITH - DAYCARE

SANDY MORANDER, EXEC. DIR. OF FAMILY Y.M.C.A

NORTHERN YORK COUNTY

4:00 PM -
5:00 PM

MAYBE PRIVATE INTERVIEW AT STEVE & DI PETRIN
28 WESTWOOD DRIVE
BIDDEFORD, ME

FRIENDS OF FRANK GORMAN

CALL RADIO STATION - WIDE AM 1400 AND SEND

SCHEDULE

5:00 PM -
7:00 PM

SOMETHING ON THE BACK AT UNH

JIM MANNING WILL SET UP [redacted]

WOMANS RIGHTS COMMITTEE -

SOME WOMANS ORGANIZATION

9704378434

SCHEDULE FOR: PAUL E. TSONGAS
TRIP DATE:
TRIP NUMBER:
DRAFT NUMBER:
DATE OF LAST CHANGE: 5/15/91
TIME OF CHANGE: 6:09 PM

BOSTON-NEW YORK-EDSON N.J.--BOSTON.

THURSDAY--MAY 16, 1991

8:00	meet STEVE JONCAS in parking lot Andover/Rolling Green [redacted]
8:45	Arrive Logan
9:00	Wheels Up Logan to Laguardia Trump Shuttle
10:00	Wheels Down Laguardia Advance: Lee Gournades
10:10	Depart for Inter -Continental Hotel
10:45	Arrive Inter-Continental Hotel Location: 111 East 48th Street, New York Phone: 212-755-5900
10:50	Proceed to Astor Ballroom/head table Event: The Surety Association of America Annual meeting Lloyd Provost will be presenting the annual report NB Alex Drapos AND PEGGY CONNOLLY to be here
11:15	Intro by Lloyd Provost, President of Surety [redacted]
11:20	Speech
12:15.	Depart for room/rest

George McClellan
Chubb Group - Chubb Assoc.
Lynn Schubert.

9704378433735

SCHEDULE FOR: PAUL E. TSONGAS
TRIP DATE:
TRIP NUMBER:
DRAFT NUMBER:
DATE OF LAST CHANGE: 5/15/91
TIME OF CHANGE: 6:09 PM

Thursday, May 16 (cont'd)

12:45 Depart for Romeo's

1:10 Arrive Romeo's
Location: 120 E. 15th Street, N.Y.
Phone: 1-202-995-9700
Event: Luncheon and meet with reporters and media folks from the Greek community
Tasso Manesses is the owner of Romeo's
George Douras is the host of this event
George Danis & Alex Drapos to follow

2:30 Depart for hotel

2:45 - 3:30 Inter-Continental Hotel room/rest

3:35 Depart for interview

3:45 Arrive: Financial News Network
Location: 1251 6th Ave., New York
Contact: Pam Milch - 212-827-00781

4:00 Taped Interview with Bob Berkowitcz
(to air this evening at 8:30 p.m. and 11:00 p.m.)

4:35 Make phone call to
Daynet National Radio Program
Curtis Ellis - 212-456-5253
(airs in New Hampshire)

4:45 - Depart for hotel for interview

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SCHEDULE FOR: PAUL E. TSONGAS
TRIP DATE:
TRIP NUMBER:
DRAFT NUMBER:
DATE OF LAST CHANGE: 5/15/91
TIME OF CHANGE: 6:09 PM

5:00	Hotel Inter-Continental Event: 1/2 hour taped Interview with Alexandra Spyridakis
5:30 - 6:15	Intercontinental Room/rest
6:15	Depart New York for Edison New Jersey Driver: Lee Gournades Drive time: 45 miutes
7:00	Arrive: Pines Manor Location: 2085 Rte 127, Edison, N.J. Phone: 1-908-287-2222 Event: fundraiser sponsored by Clay Constantino Call time: 6:30
9/5 10:00	DEPART FOR NEWARK
10:40	Wheels Up from Newark (Continental #440)
11:40	Wheels down Logan
11:50	Depart for home

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9 7 0 4 3 7 8 4 3 7 8

George Henry
Calif. – D.C.
AIA member
" Dennis Kanin

Working toward C
PJ. 1 campaign
contact @ AIA
202 928 7109

Room 626

LEE suggests

Jim Cappalino 40's
- Ran Koch campaign for governor.
- Ran Koch campaign for reelection
partner is STATE Lincoln broker
- capable person. well thought of. good director

Core field ORGANIZATION

Lee will feel him out maybe able to Help raise $.

~~Kay~~

Nick KARAKOS 314 731 7900
Re: campaign
Jim Gull
Cross.

St. Louis.

John Tatsios

NOL. Was only PA w/ Camp.

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JULY 30, 1993

Philip S. Nyman, Esq.
Nyman & Gaffney
375-385 Gorham St.
Lowell, MA 01852

RE: MUR 3585

Dear Mr. Nyman:

This letter will confirm our conversation of July 28, 1993, in which we agreed that the deposition of your client Michael Spinelli will take place on Friday, August 20, 1993. As you will recall, we originally noted this deposition for July 13, 1993, but postponed it due to your client's unavailability. The deposition will take place in the Administrative Conference Room at 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 10:30 a.m. and continuing each day thereafter as necessary.

Thank you for your cooperation. If you have any questions, please contact me at (800) 424-9530.

Sincerely,

Kristen R.L. Fraser
Attorney

9704378439

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

JULY 30, 1993

VIA FACSIMILE

Gregory T. Moffatt, Esq.
Foley, Hoag & Eliot
One Post Office Square
Boston, MA 02109

RE: MUR 3585

Dear Mr. Moffatt:

This letter responds to your faxed letter dated and received on July 28, 1993, requesting an extension of time in which to respond to subpoenas duces tecum served by the Commission upon Mr. Dennis Kanin, Mr. S. George Kokinos, and Senator Paul Tsongas. As we discussed on July 28, 1993, after considering the circumstances, the Office of the General Counsel has granted the requested extension. Accordingly, on July 30, 1993, your office will send via Federal Express all responsive documents identified and copied as of that time, so that the documents will arrive on Monday, August 2, 1993. You will produce the remainder of the responsive documents by the close of business on Friday, August 6, 1993.

Your letter correctly states our additional agreements regarding the document production. Thank you for your cooperation. If you have any questions, please contact me at (202) 219-3690 or (800) 424-9530.

Sincerely,

Kristen R.L. Fraser
Attorney

9704343184341C

OGC 9594

RECEIVED
FEDERAL ELECTION
COMMISSION
MAIL ROOM

W. EDGAR JESSUP, JR.
MELVIN S. SPEARS
BERTRAM K. MASSING
MARVIN H. LEWIS
HAROLD J. DELEVIE?
DAVID P. KASSOY
GARY J. FREEDMAN?
LEE SILVER
JAMES A. RICE
ROGER J. HOLT
ALLAN B. COOPER
DAVID R. ZANDI
GARY G. MICHELI
GREGORY M. MacGREGOR
THOMAS A. KIRSCHBAUM
ALBERT J. TUMPSON
JOAN B. VELAZQUEZ
E. A. OLLIFF III
THOMAS F. R. GARVIN
ROBERT MICHAEL WAXMAN
REEVE E. CHUDD
J. RICHARD GRIGGS
KENNETH A. LUER
RONALD M. ST. MARIE

LINDA A. KIRIOS
PHILIP STARR
BARRY MACNAUGHTON
STEVEN A. ROSEMAN
ELSA SAMUELIOS
JACOB B. LEE
SYLVIA D. LAUTSCH
DEBORAH A. BERTHEL
HOWARD Z. BERMAN
NATALIE C. ZIONTZ
KELLY O. SCOTT
LAYTON L. PACE
MARK T. KAWA
GAREE T. GASPERIAN
STEVEN H. PRICE
VICTORIA WORTH
MICHAEL G. CLATEMAN
DARCY L. HONIG
BARI J. COOPER
PAUL F. LAWRENCE
LISA E. SOCRANSKY
MICHAEL A. HELLER
JULIANE E. STONE
ELLEN S. KORNBLUM

A PROFESSIONAL CORPORATION

LAW OFFICES
ERVIN, COHEN & JESSUP
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
NINTH FLOOR
9401 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90212-2974
TELEPHONE: (310) 273-6333
FAX: (310) 859-2325

JOHN W. ERVIN
1917-1988

LEONARD COHEN
RET.-1980

WRITER'S DIRECT DIAL:
(310) 281-6310

93 AUG -3 AM 8:59

REF. OUR FILE NO.
0309-001

July 29, 1993

VIA FAX
202/219-3923

Delanie DeWitt Painter, Esq.
Federal Election Commission
Washington, D. C. 20463

Re: MUR 3585

Dear Ms. Painter:

After repeated telephone requests by our client, Peter B. Caloyeras, he received a telephone call on Wednesday, July 28, 1993 from Paul Tsongas, Esq. concerning the $10,000 Caloyeras loan through Nick Rizzo. Because of this late phone call with additional information and the fact that our client, Mr. Caloyeras will not be available to sign interrogatories because of his absence from the city until early next week, we respectfully request an additional ten (10) days to submit a formal reply to your June 24, 1993 letter in this matter and to submit the interrogatories under oath.

In the meantime, based upon telephone discussions with my client, I understand Mr. Caloyeras will report the essence of the following in his answer to the interrogatories:

1. Prior to issuing and mailing the $10,000 check dated 23 September 1991 payable to the Tsongas Committee, a copy of which is enclosed, Peter Caloyeras met with Nick Rizzo at about noon on Saturday, September 21, 1991 at the Biltmore Hotel in downtown Los Angeles. Mr. Rizzo told Mr. Caloyeras at that time that the loan was required to pay for TV spots, and that the loan would be repaid in about February 1992 after receipt from the federal government of matching funds.

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2. Mr. Caloyeras talked again to Mr. Rizzo about repayment of the loan sometime in February or March 1992 at which time Mr. Rizzo stated to the effect that the federal funds had been spent and that the Tsongas Committee was raising additional funds in other states and would repay him (Mr. Caloyeras) at that time.

3. There were no other people present when Mr. Caloyeras met with Mr. Rizzo at the Biltmore Hotel in connection with the solicitation of the loan. Mr. Rizzo arranged the meeting by a telephone call to Mr. Caloyeras.

4. Mr. Caloyeras did not request a promissory note upon the issuance of the check but relied on Mr. Rizzo's representation that the loan would be repaid in February, 1992 when the federal matching funds were made available to the Tsongas Committee.

5. A copy of the bank statement of Mr. Caloyeras' account showing the $10,000 check clearance is attached.

6. In connection with the $1,000 contribution check dated June 28, 1991, the contribution was solicited orally and there are no solicitation documents. This check was mailed to Nick Rizzo at his then Andover address which Mr. Caloyeras did not keep. The cancelled check was the only acknowledgment that the contribution had been received.

7. With reference to efforts to collect payment on the $10,000 loan, Mr. Caloyeras made several telephone calls to Mr. Rizzo in 1992 and kept being put off, but did not keep a record of the calls. Later Mr. Caloyeras learned that Mr. Rizzo had allegedly taken funds improperly and that legal action had been commenced against Mr. Rizzo. Mr. Caloyeras also understands that the Tsongas Committee has no funds and is "broke" so he believed that legal action would be useless unless the Committee is able to recoup funds from Mr. Rizzo.

8. Mr. Caloyeras does not recall having any communication or contact with anyone other than Mr. Rizzo in connection with the $10,000 loan.

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9. Mr. Caloyeras does not recall having any contact with any of the following: Dennis Kanin, Steven Joncas, David Goldman, S. George Kokinos, Anastasios Kalogianis, Larry Ansin, Elkin McCallum, Thomas Kelley, Michael Spinelli, Roger Trudeau or William Berg.

Sincerely,

W. Edgar Jessup, Jr.

WEJ/pb
Enclosures
90321101

9704378433

PETER B. CALOYERAS
4000 REDWOOD AVENUE
LOS ANGELES, CA 90066

METROBANK
SOUTHBAY REGIONAL
OFFICE #682

1577

ok

PAY TO THE ORDER OF Tsongas Committee

28 Sept 19 91

Ten Thousand and 10

$ 10,000.00

DOLLARS

LOS ANGELES REGIONAL HEAD OFFICE
Metrobank
A National Association
10900 Wilshire Blvd., Los Angeles, CA 90024

FOR

Peter B. Caloyeras

Tsongas Committee

970437/8434

BANK: 61 MAIN ST. SEP 27 91 I;
MA

for deposit only

-- 04-123

12102

SEP 27 91

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

AUGUST 3, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Carla Degnan
227 High St.
Lawrence, MA 01841

RE: MUR 3585

Dear Ms. Degnan:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena which requires you to appear and give sworn testimony and to produce documents at the time and place indicated in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter at this time, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case. You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $40, plus mileage. Subsequent to the deposition, you will be sent a check for the witness fee and mileage. Within two days of your receipt of this notification, please confirm your scheduled appearance with Delanie DeWitt Painter at (800)424-9530 or (202)219-3690.

Sincerely,

Delanie DeWitt Painter

Delanie DeWitt Painter
Attorney

Enclosure
Subpoena

97043184315

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
)

SUBPOENA

TO: Ms. Carla Degnan
227 High Street
Lawrence, MA 01841

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on August 23, 1993, in the Administrative Conference Room, 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 2:00 p.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by August 11, 1993.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 2nd day of August, 1993.

Scott E. Thomas
Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

9704378431 6

I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by August 11, 1993:

1. All documents, including but not limited to -- correspondence, notes, memoranda, schedules, itineraries, briefing materials, employment contracts, resumes, invitations, guest lists, and fundraising solicitations -- received from, sent to, concerning or mentioning the following individuals created, received or sent in connection with the 1992 presidential election:

   Nicholas A. Rizzo, Jr.
   Beth Cataldo
   James T. Lichoulas
   Lawrence Ansin
   William Berg
   Peter B. Caloyeras
   Thomas Kelley
   Elkin McCallum
   Anastasios Kalogianis
   Michael A. Spinelli
   Roger Trudeau

2. All documents related to funds you received from Nicholas A. Rizzo, Jr., the Tsongas Committee, or Benco, Inc., from January 1, 1991 to the present, including but not limited to, correspondence related to financial transactions, canceled checks, check registers, promissory notes and receipts.

9704378431 8

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

AUGUST 3, 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David Goldman
75 Glen Road
Jamaica Plain, MA 02130

RE: MUR 3585

Dear Mr. Goldman:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena which requires you to appear and give sworn testimony and to produce documents at the time and place indicated in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter at this time, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case. You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $40, plus mileage. Subsequent to the deposition, you will be sent a check for the witness fee and mileage. Within two days of your receipt of this notification, please confirm your scheduled appearance with Delanie DeWitt Painter at (800)424-9530 or (202)219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Subpoena

9704378439

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
)

SUBPOENA

TO: Mr. David Goldman
75 Glen Road
Jamaica Plain, MA 02130

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on August 23, 1993 in the Administrative Conference Room, 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 9 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by August 11, 1993.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 2nd day of August, 1993.

Scott E. Thomas
Chairman
Federal Election Commission

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

9704378435C

I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

9704378435 1

photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by August 11, 1993:

1. All documents, including but not limited to -- correspondence, notes, memoranda, schedules, itineraries, briefing materials, employment contracts, resumes, invitations, guest lists, and fundraising solicitations -- received from, sent to, concerning or mentioning the following individuals created, received or sent in connection with the 1992 presidential election:

   Nicholas A. Rizzo, Jr.
   Carla Maria Degnan
   Beth Cataldo
   James T. Lichoulas
   Lawrence Ansin
   William Berg
   Peter B. Caloyeras
   Thomas Kelley
   Elkin McCallum
   Anastasios Kalogianis
   Michael A. Spinelli
   Roger Trudeau

2. All documents relating to any private audits or investigations conducted by or on behalf of the Committee in response to reports by contributors who had not received acknowledgments of their contributions. Documents related to the costs of these audits and investigations, including canceled checks, receipts, invoices and check registers.

3. All documents related to personal loans you received from or made to Nicholas A. Rizzo, Jr. from January 1, 1991 to the present, including but not limited to, canceled checks, check registers, promissory notes and receipts.

4. All documents related to travel to the 1992 Democratic National Convention by agents or employees of the Tsongas Committee, including but not limited to

9704337/843552

receipts, cancelled checks, expense vouchers, invoices, or charge card billing statements.

5. All documents relating to your schedule in 1991 and 1992, including but not limited to appointment books, calendars, and diaries.

9704378435 3

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 3, 1993

VIA FACSIMILE

W. Edgar Jessup, Jr., Esq.
Ervin, Cohen & Jessup
9491 Wilshire Blvd.
Beverly Hills, CA 90212

RE: MUR 3585

Dear Mr. Jessup:

This letter responds to your faxed letter dated July 29, 1993, requesting an extension of time in which to respond to interrogatories served by the Commission upon Mr. Peter Caloyeras. After considering the circumstances, the Office of the General Counsel has granted the requested extension. Accordingly, your response is due by the close of business on August 11, 1993.

Thank you for your cooperation. If you have any questions, please contact me at (202) 219-3690 or (800) 424-9530.

Sincerely,

Kristen R.L. Fraser
Attorney

9704378354

MUR 3585
RECEIVED
FEDERAL ELECTION
COMMISSION
MAIL ROOM

FOLEY, HOAG & ELIOT

ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
TELEPHONE: (617) 482-1390
CABLE ADDRESS "FOLEYHOAG"
TELECOPIER (617) 482-7347
TELEX 940683

IN WASHINGTON, D.C.
1615 L STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 775-0600

GREGORY T. MOFFATT

Aug 6 10 00 AM '93

August 5, 1993

By Federal Express

Kristen R.L. Fraser, Esq.
Federal Election Commission
999 E Street, N.W.
Washington, DC 20463

93 AUG -6 AM 9:58
RECEIVED
FEDERAL ELECTION COMMISSION

9704378435 5

Re: Matter Under Review 3585

Dear Ms. Fraser:

Enclosed herewith please find copies of documents provided by the Tsongas Committee ("the Committee") which are responsive to categories covered in subpoenas duces tecum served upon Paul Tsongas, Dennis Kanin and S. George Kokinos. This production supplements the materials previously sent to your office on July 30 and August 2, 1993. As the Committee has previously indicated to your office, the three individuals served with subpoenas do not have possession of the documents sought; instead, the documents are in the possession, custody and control of the Committee. The Committee has undertaken to make these documents available to the Commission. Our office has now reviewed all documents known to be in the possession, custody and control of the Tsongas Committee.

The documents have been stamped according to the categories described in the subpoenas duces tecum. Thus, those documents responsive to Category One are stamped TCF-1000000, etc. Enclosed are the following documents:

Category One

Documents numbered 1001826 - 1001850. Document numbers 1000001 - 1001825, exclusive of documents numbered 1000193 - 1000194, have already been produced. There is an intentional gap between document numbers 1001851 and 1002199. Documents numbered 1002200 - 1003120 have already been produced. These documents are photocopies of pages from Tsongas Committee telephone logs which bear the names of persons listed in Category One.

Category Three

This production includes documents numbered 3000046 - 3000048. Documents numbered 3000000 to 3000045 have previously been produced.

No additional documents have been located which are responsive to Categories Two, Four, Five or Six.

In producing the documents sought, the Committee has provided the Commission with certain documents exchanged between the Committee and its counsel, as well as documents provided by third parties directly to Committee counsel during the course of pending investigations. In so doing, the Committee neither waives nor intends to waive any privilege it is entitled to assert.

If you have questions with respect to this document production, please feel free to contact me.

Sincerely yours,

Gregory T. Moffatt

Enclosures

cc: Gary C. Crossen, Esq.
Anthony Mirenda, Esq.
The Tsongas Committee

9704378436

Roger Troutman

200 bumper stickers

(50)

Doris Abdallah

5113, Forest Grove Rd

Prospect Kentucky

40059

9704378443557

20.00

TCF-1001826

BETH –

TOP TWO SHEETS WENT OUT, WITHOUT MARKED ITEMS. I LOST THIRD SHEET BUT THE 250 SIGNS THEY WANT ARE IN THE BOX.

SORRY, ALEC

(LAST TWO SHEETS I HAVNT DONE YET)

9704337/8843558

TO: Barry White - Room 314

FAX NUMBER: (305) 384-1416

FROM: Beth Cataldo

DATE: 11/4/91

NUMBER OF PAGES (INCLUDING COVER SHEET): 3

PAUL E. TSONGAS
FOR PRESIDENT

FAX

9704378439

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL 617-422-0100

Paid for and authorized by the Tsongas Committee

$1000.00 Dukakis Donors

Jeffrey I Orseck
315 SE 7th Street
Suite 301
Fort Lauderdale, FL 33301

Stephanie L Polk
1616 NE 5th Street
Fort Lauderdale, FL 33301

Real Estate
Symcor Properties

Angelique O Stahl
110 East Broward Boulevard
Fort Lauderdale, FL 33301

Bank Officer
Broward Federal Savings

William V Keith
1115 North East 4th Avenue
Fort Lauderdale, FL 33304

President
Keith & Schnars

Constance Kolbus-Folz
936 Intracostal Drive
Fort Lauderdale, FL 33304

Gulshan and Daljit Singh
3015 North East 22nd Street
Fort Lauderdale, FL 33305

Aase K Baillargeon
4900 North Ocean Blvd
Fort Lauderdale, FL 33308

Anna Brunetti
3200 North East 36th Street
Fort Lauderdale, FL 33308

9704378C

Manuel Fagundas
8 Mendota Lane
Sea Ranch Lakes, FL 33308

Charles and Joanne Ladd
5300 North East 24th Terrace
Apartment 533C
Fort Lauderdale, FL 33308

Real Estate
Symcor Properties

Thomas and Beverly Johnson
1412 Southwest 15th Avenue
Fort Lauderdale, FL 33312

Associate Superintendant
Broward County

97043784311

Sorted by : Zip-Code + Alpha
Selected by : Zp

Tsongas Committee
Comprehensive Report

Appell, John I

John I Appell
1 Isle Of Venice
Apartment 203
Fort Lauderdale, FL 33301
MX8 T02 CDM DUK ###

-
-
ZZZ-ZZZ
FLA-FL

Fax

$ 5000.00 donor (305) unlisted

...-...-.... John

Add:06/

Goodman, Anthony Allen
Goodman, Maribeth
Dr'&'Mrs'Anthony Allen Goodman
2333 Aqua Vista Boulevard

Fort Lauderdale, FL 33301
MEDM CDM T08 FIV DUK ###

Surgeon
West Broward Surgical Assoc
2421 Barcelona Drive
-
ZZZ-ZZZ Fort Lauderdale, FL 33301
FOL-FL

...-...-.... Dr'&'Mrs'Goodman

Add:06/

Gupta, Mahendra
Gupta, Sudha
Mahendra'&'Sudha'Gupta
916 South East 5th Court

Fort Lauderdale, FL 33301
MEDF MX8 T02 DUK ###

-
-
ZZZ-ZZZ
FLA-FL
MD

$1000.00 donor (305) unlisted

...-...-.... Mahendra'&'Sudha

Add:06/

Hatch, Ira

Ira Hatch
2511 Barcelona Drive

Fort Lauderdale, FL 33301
ESQM MX8 T02 DUK ###

Attorney
Hatch Casey & Beilly
Broward Financial Centre
-
Suite 1500
ZZZ-ZZZ Fort Lauderdale, FL 33301
FTL-FL

$1000.00 donor (305) unlisted

...-...-.... Ira

Add:06/

Manos, Thomas G

Thomas G Manos
54 Isle of Venice, Apt 2

Fort Lauderdale, FL 33301
GRK RET T05 T09 ONE DUK

Retired
-
-
ZZZ-ZZZ
FTL-FL

Tom

Add:06/

Sorted by : Zip-Code + Alpha
Selected by : Zp

Tsongas Committee
Comprehensive Report

Orseck, Jeffrey I

Jeffrey I Orseck
315 SE 7th Street
Suite 301
Fort Lauderdale, FL 33301
MX8 T02 DUK ###

ZZZ-ZZZ
FOR-FL

$1000.00 donor (305) 763-3000

...-...-.... Jeff

Add:06/

Platt, George I
Platt, Anne
George I'&'Anne'Platt
1121 North Rio Vista Blvd

Fort Lauderdale, FL 33301
ENDM ESQM CCCM STCM CCHM NDDM ALAM
SOE T04 T06 ONE DUK

Attorney

BRO-D15
FTL-FL

Attorney
Fine Jacobson Schwartz
750 Southeast Third Avenue
Fort Lauderdale, FL 33316

Homemaker

500 East Broward Blvd
Ft Lauderdale, FL 33394

George'&'Anne

Add:06/

Polk, Stephanie L

Stephanie L Polk
1616 NE 5th Street
Fort Lauderdale, FL 33301
MX8 T02 DUK

ZZZ-ZZZ
FTL-FL

Real Estate
Symcor Properties

$1000.00 donor

Stephanie

Add:06/

Stahl, Angelique O

Angelique O Stahl
110 East Broward Boulevard
Fort Lauderdale, FL 33301
BCMF DN8F NDDF XBKF MX8 T02 T04
DUK

ZZZ-D15
FTL-FL

Bank Officer
Broward Federal Savings
101 East Flagler Street
Miami, FL 33131

$1000.00 donor

Angelique

Add:06/

Carras, James
Wattley, Alice M
James Carras'&'Alice M Wattley
1701 NE 6th Street
Fort Lauderdale, FL 33304
BCFM GRK T05 T09 ONE DUK CDT

ZZZ-ZZZ
FTL-FL

Community & Economic Division 91-30
Carras Associates
Development Finance Counsel
1701 Northeast Sixth Street
Fort Lauderdale, FL 33304

Jim'&'Alice

Add:06/

Fischer, Nicholas A
Fischer, Karen K
Nicholas A'&'Karen K'Fischer
616 NE 16th Terrace

Fort Lauderdale, FL 33304
CDM T08 DUK

-
-
ZZZ-ZZZ
FTL-FL

Nick'&'Karen

Add:06/

Forman, Hamilton C.

Hamilton C. Forman
1524 Coral Ridge Dr

Fort Lauderdale, FL 33304
T0B ###

-
-
-
-FL

4..-...-.... Hamilton

Add:07/

Goodwin, William H

William H Goodwin
901 NE 16th Avenue #11

Fort Lauderdale, FL 33304
MX8 T02 DUK ###

-
-
ZZZ-ZZZ
FTL-FL

4...-...-.... Bill

$1000.00 donor (305) unlisted

Add:06/

Keith, William V
Keith, Mrs William V
Mr'&'Mrs'William V Keith
1115 North East 4th Avenue

Fort Lauderdale, FL 33304-1996
MX8 T02 DUK

-
-
ZZZ-ZZZ
FOR-FL

President
Keith & Schnars
6500 North Andrews Avenue
Fort Lauderdale, FL 33092

$1000.00 donor

Mr'&'Mrs'Keith

Add:06/

Kolbus-Folz, Constance

Constance Kolbus-Folz
936 Intracoastal Drive

Fort Lauderdale, FL 33304
MX8 T02 DUK ###

-
-
ZZZ-ZZZ
FLA-FL

$1000.00 donor

...-...-.... Constance

Add:06/

Gaklis, Chris

Retired

Chris Gaklis
7371 NW 40th Street

Ft Lauderdale, FL 33309
CD2 GRK RET T05 T09 FIV DUK
###

...-...-.... Chris

Add:06/

Callas, Theodore
Callas, Ioanna
Theodore'&'Ioanna'Callas
732 NW 30th Street

Fort Lauderdale, FL 33311
GRK CDM T07 T09 ONE DUK ###

5..-...-.... Ted'&'Ioanna

Add:06/

Jackson, Gloria

Ms Gloria Jackson
2661 North West 16th Court

Fort Lauderdale, FL 33311
DTCF UNOF NDJF DLDF NP2 T04 T06
DUK

Gloria

Add:06/

Caplinger, James

Mr James Caplinger
931 West Las Olas Boulevard

Fort Lauderdale, FL 33312
NDJM DLAM NP2 T04 T06 DUK

Jim

Add:06/

Edwards, Robert

Mr Robert Edwards
17241 Northwest 9th Place

Miami, FL 33312
NDJM DLDM NP2 T04 T06 DUK

Robert

Add:06/

Davidson, Margaret S

Margaret S Davidson
2271 NE 68th Street #2026

Ft Lauderdale, FL 33308-1217
NDDF DLDF T04 T06 DUK ###

ZZZ-ZZZ
FTL-FL

...-...-.... Maggie

Add:06/

Fagundes, Manuel D

Manuel D Fagundes
8 Mendota Lane

Sea Ranch Lakes, FL 33308
MX8 T02 DUK ###

ZZZ-ZZZ
SEA-FL

Glossop donor

6..-...-.... Manuel

Add:06/

Ladd, Charles B, Jr
Ladd, Joanne
Charles B'&'Joanne'Ladd
5300 North East 24th Terrace
Apartment 533C
Fort Lauderdale, FL 33308
MX8 T02 DUK ###

Real Estate
Symcor Properties

ZZZ-ZZZ
FOR-FL

Glossop donor

...-...-.... Charles'&'Joanne

Add:06/

Pappoutsakis, Louise C

Ms Louise C Pappoutsakis
2176 North East 63rd Street

Fort Lauderdale, FL 33308
GRK CDM T07 T09 ONE DUK ###

ZZZ-ZZZ
FTL-FL

...-...-.... Louise

Add:06/

Wexler, Ginia Davis

Ginia Davis Wexler
3850 Galt Ocean Drive #1504

Fort Lauderdale, FL 33308
RET CDM T08 DUK ###

Retired

The Farmstead, Route 1, Box 8

ZZZ-ZZZ
FTL-FL

Gouldsboro, ME 04607

...-...-.... Ginia

Add:06/

Holston, Timothy W
Holston, Jonna
Timothy W'&'Jonna'Holston
4450 SW 34th Drive

Fort Lauderdale, FL 33312
CDT SBIF

Unemployed

91- 25
25
25

Tim'&'Jonna

Add:07/

Johnson, Thomas P
Johnson, Beverly A
Thomas P'&'Beverly A'Johnson
1412 Southwest 15th Avenue

Ft Lauderdale, FL 33312-3366
TCHJ MX8 T02 CDM T08 DUK

ZZZ-ZZZ
FTL-FL

Associate Superintendent
Broward County School Bd
208 Southeast 3rd Avenue

Fort Lauderdale, FL 33317

Director/Day Care Center
Self Employed

Tom'&'Bev

Add:06/

Karmas, James J
James J Karmas
3001 Cove Diner

Fort Lauderdale, FL 33312
GRK RET CDM T07 T09 ONE DUK
###

ZZZ-ZZZ
FLA-FL

Retired

...-...-.... Jim

Add:06/

Sorted by : Zip-Code + Alpha
Selected by : Zp

Tsongas Committee
Comprehensive Report

Sideris, Mary

Mary Sideris
914 Northeast 15th Avenue
Apartment 3B
Fort Lauderdale, FL 33304
GRK CDM T07 DUK ###

ZZZ-ZZZ
FOR-FL

...-...-.... Mary

Add:06/

Singh, Gulshan B
Singh, Daljit K
Gulshan B'&'Daljit K'Singh
3015 North East 22nd Street

Fort Lauderdale, FL 33305
MX8 T02 DUK ###

ZZZ-ZZZ
FLA-FL

...-...-.... Gulshan'&'Daljit

Add:06/

Baillargeon, Aase K

Aase K Baillargeon
4900 North Ocean Blvd

Fort Lauderdale, FL 33308
MX8 T02 DUK ###

ZZZ-ZZZ
FLA-FL

...-...-.... Aase

Add:06/

Brunetti, Anna

Retired

Anna Brunetti
3200 North East 36th Street

Fort Lauderdale, FL 33308
RET MX8 T02 DUK ###

ZZZ-ZZZ
FOR-FL

...-...-.... Anna

Add:06/

Carlisle, C Malcolm
Carlisle, Dorothy M
C Malcolm'&'Dorothy M'Carlisle
4444 NE 23rd Avenue

Ft Lauderdale, FL 33308
MX8 T02 DUK ###

ZZZ-ZZZ ....., .. 00000
FTL-FL

...-...-.... Malcolm'&'Dorothy

Add:06/

AGENDA

1. States ~~(10 big ones)~~

2. Constituencies
   a. Greeks (Lorraine)
   b. Gays (David: Amy as liaison) yes
   c. Peace Corps (Amy)
   d. Environmentalists (Jennifer)
   e. Swimmers (Andy Freed: Beth as liaison)
   f. Jewish ~~(Jennifer)~~ Jennifer
   g. Lawyers (Kevin McKenna: Dennis K. as liaison)
   h. Dartmouth Alumni (Stephanie)
   i. Fraternal Organizations & Chambers of Commerce (Mike)
   j. High Tech Industry (Any takers?)

3. Daily tasks
   a. Every Friday -- printout from Mary Wong
   b. Everyday -- list of daily donations from Kevin
   c. ~~9:15~~ meeting -- review leads from day before
   d. Other?

4. Creative Fundraising Ideas -- brainstorm

5. Goals -- brainstorm
   a. $2,000 a week from each finance member
      Debate Diary

6. Letters
   a. standard letter to follow-up after telephone conversation
   b. standard letter to follow-up after donation
   c. standard letter (from PT) to follow-up after he calls
   d. person in charge of letters
   e. letter protocol (Jennifer, Beth, Steve, Dennis?)

7. Other Fundraising Needs
   a. instruction sheet on how to fundraise from constituencies
   b. instruction sheet on how to fundraise from states
   c. fundraising kit for people who have agreed to host events
   d. Progress Reports every Monday

8. Volunteers: ways to get volunteers in.

9. Mailings:
   a. Newsletter: ready to go by Wed. night
   b. schedule for mailings (7:00 to 9:00 at night)

10. PT Schedule

11. New people
   a. Sullivans
   b. Stephanie

12. Upcoming Meetings:
   a. 9:15 daily staff meeting
   b. Meeting next Sat. to discuss organizational improvements
   c. Meeting some evening this week with Vann

9704378439

PHONE MEMO

TO Terry

FROM Scott Munzel

OF Washtenaw Dems. (Michigan)

DATE 4/25 TIME AM PM

AREA CODE NO EXT

MESSAGE

May 11 - Annual Dinner

TCF-1001839

PHONED [ ] CALL BACK [ ] RETURNED CALL [ ] WANTS TO SEE YOU [ ] WILL CALL AGAIN [ ] SIGNED WAS IN [ ] URGENT [ ]

9704318437C

4/23.

[4/23] Joan King Washington County Clerk

Said they are not always following party lines

Tsongas Schedule

EVENT ~~Washtenaw~~ Tenaw County, Michigan Dem. Party

2nd Cong'l. 5 delegates.

DATE May 11 - 1991

TIME Dinner -

PLACE Ypsilanti, Michigan

CONTACT Scott Munzel

PHONE -

ADDITIONAL DETAILS

PT Keynote Speaker }

400+ people Radisson Hotel

[Other counties having F/R dinners same night - will work out details to visit

Y6 or NO

Scott Munzel

MS - 1116 W. Washington St.

Ann Arbor, Mi 48103

~~10:30 flight from~~

May 11

9704378437 1

ENTERED 6/10 LG. REGRET

Advance: 4/29 Terry ~~Dangel~~

regretted on phone

TCF-1001840

4/23

MEMORANDUM

To: Dennis Kanin

From: Terry Dangel - Scheduling

Re: May 10 - 11, 1991

To: T Dangel
FR: DK

We note that there are no scheduled events for Friday, May 10, and Saturday, May 11. The candidate has been invited to participate in a UHAC (Greek) parade in Chicago at 12:00 noon on May 11 and to attend fundraisers in the Detroit area in the evening. Specifically, the chairman of the Ypsilante County Fundraiser has indicated he would show the candidate around to the various County Democratic fundraisers if he would come to the Ypsilanti Fundraiser. Nick Rizzo had mentioned fundraising in the Chicago area.

A possible scenario would include an event in Des Moines on May 10 with the Candidate going to Chicago, Detroit and then coming home late evening on May 11. The last ~~flight~~ out of Detroit is 8:45 p.m.

for what purpose?

N.B. May 12 isa Mother's Day. Do you want to accept any or all of these events. Not for May 12

We have been instructed to accept the N.H. Democratic Forum on May 28 in the evening and will schedule the lawyers fundraiser on May 29, 5:30 - 7:00. Do you want us to schedule events in New Hampshire on the 28th and/or 29th. The 29th is Boston FR; could do other NH event on 28th although the media likely to cover the Forum so do
Advise Jean or me. we waste our other events? Shouldn't we do NH in pieces

T.D.

Check w/PT, OK with me

~~one~~ media-covered one event each time.
eg. he goes there so seems like he's there a lot.

If for fundraiser, check with Nick but I doubt we have enough time to set it up.

9704317843372

TCP-1001842

BAYBANK MIDDLESEX
MASSACHUSETTS

1 ☐ TV, RADIO 4 ☐ PRINTING 7 ☐ SIGNS OR DISPLAYS 2 ☐ NEWSPAPER 5 ☐ OFFICE 8 ☐ TRANSFER OF FUNDS 3 ☐ MEETINGS 6 ☐ TRAVEL 9 ☐ OTHER	
☒ GENERAL ☐ FUND RAISING	SPECIFIC PURPOSE (MANDATORY)

1176

June 5 19 91 53-235/113

PAY TO THE ORDER OF One Thousand Four Hundred Twenty Two and ----------67/100 DOLLARS $ 1422.67

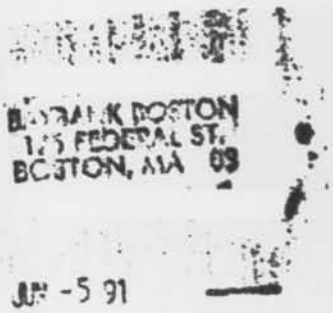
Nicholas A. Rizzo, Jr.
30, Hemlock Road
Andover, MA 01810

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

Anita Maria Deegan

970437/8437

Nicholas A Rizzo Jr.



9704378437 4

"The undersigned affirms under the penalties of perjury that he is the named payee of this check or an authorized officer thereof, that he or it performed the services or delivered the goods indicated hereon, that the payment is for the sole purpose of paying for such goods or services and that no person other than the named payee has any interest, direct or indirect, in this payment."

CREDENTIALS:

Kristen McCormack
FDNH 985 Dorchester Avenue
Dorchester, MA 02125

Dennis Newman
580 Pearl Street
Reading, MA 01867

Sally Rizzo
11 Whittemore Road
Newton, MA 02158

Roger Trudeau
255 North Road
Chelmsford, MA 01824

9704378375

PLATFORM:

Mary Anastopoulos
128 Sanders Avenue
Lowell, MA 01851

Paul Davis
18 Chestnut Street
Boston, MA 02108

Regina Villa
6 Church Street
Manchester, MA 01944

Leonard Zakim
37 Westborne Road
Newton, MA 02159

9704378436

RULES:

Paul Pezzella
15 Shamrock Street
Worcester, MA 01605

James Roosevelt
Choate Hall & Stewart
1 Exchange Place
Boston, MA 02109

Anne Sullivan
391 Dedham Street
Newton, MA 02159

Theresa Theobald
37 Old Billerica Road
Bedford, MA 01730

9704377843704

Schedule For: Paul [redacted] Tsongas
Trip Dates: 4/30/[redacted] 5/4/91
Trip No.: 1
Draft Number: 2
Date: 4/29/91

AS OF 4/29 4PM

4/30 LOWELL - MANCHESTER, NH - BOSTON - CHICAGO - DES MOINES

5/1 DES MOINES - DENVER - LOS ANGELES

5/2 LOS ANGELES - SEATTLE - OLYMPIA - SEATTLE

5/3 SEATTLE - SAN FRANCISCO - SANTA CLARA - SAN JOSE
- SAN FRANCISCO

5/4 SAN FRANSCISCO - DENVER - DES MOINES - ST LOUIS - TAMPA
- BOSTON

TRAVELLING PARTY

Paul Tsongas
Nikki Tsongas
Peggy Connolly
Tobi Dilworth
Ruth Page (Boston to Des Moines 4/30)
Scott Glidden (Boston to Des Moines 4/30)
George Sakellaris (Boston to Des Moines 4/30)
~~Alex Drapos~~
~~Larry Anain~~
George Danis BOSTON - SAN JOSE
Fred Wang
Jim King (Trip Director, Boston to Los Angeles)
Andy Paven (Trip Director, Los Angeles to Boston)
Dennis Kanin (Boston to Seattle)

PRESS

Curtis Wilkie, Boston Globe (entire trip)
Reporter, Lowell Sun (entire trip)
Bob Turner, Boston Globe (Boston to Los Angeles)
Michael Posner, Reuters (Boston to Des Moines 4/30)
Ron Brownstein, LA Times (Boston to Los Angeles)

9704318

Schedule For: Paul E. Tsongas
Trip Dates: 4/30/91 - 5/4/91
Trip No.: 1
Draft Number: 2
Date: 4/29/91

SCHEDULING:

Terry Dangel
Jean DeVeber

ADVANCE:

Lowell, MA 4/30/91	Paul Pezzella (lead) Joyce Carrier (site) Joyce Carrier (press) Steve Kawa (driver) Brian Martin (crowd) Rich Cavanaugh (mtcde)	
Manchester, MA 4/30/91	Steve Graham (lead) mobile phone: Lawry Payne (press) mobile phone	(4/28-4/30)
Logan Airport 4/30/91	Phil Stanley (meeting travelling party) Beth Cataldo (airport coord.)	
Chicago, O'Hare 4/30/91	David Wheeler (press)	
Des Moines 4/30/91 - 5/1/91 -	Andy Paven (lead) Jenny Kugel (site) Paul Davis (press) (driver)	
Stapleton Arpt. Denver, CO 5/1/91	Rob Johnson (lead) (press) (driver)	
Los Angeles Airport 5/1/91	Richard Ybarra (lead) (site) (press) (driver)	

843379

Schedule For: Patti E. Tsongas
Trip Dates: 4/30/91 - 5/4/91
Trip No.: 1
Draft Number: 2
Date: 4/29/91

Seattle, WA 5/2/91 - 5/3/91	Paul Davis (lead) Andy Paven (site) (press) Bob Davis (driver)	
Olympia, WA 5/2/91	(lead)	
San Francisco 5/3/91	Charlie Duncan (lead) (site) Sarah Farnsworth (press) (driver)	
Santa Clara 5/3/91	Lawry Payne (lead) (hotel (hotel)	(5/2 Fairmont)
San Jose 5/3/91	Lawry Payne (lead) (hotel) (hotel) Steve Graham (site) (same) (press) (driver)	(4/30-5/1, 5/3) (5/2/ Fairmont)
Denver Airport 5/3/91 flight chg.	Rob Johnson (lead)	
Des Moines 5/3/91 - 5/4/91	Andy Paven (lead) Rob Johnson (site) Paul Davis (press) (driver)	(Savery)
St. Louis 5/4/91 flight chg.	Katie Boeren (tentative)	
Tampa 5/4/91	Scott Hartman (lead) (site) John Toohey (press) (driver)	(hotel 5/1/-5/5)
Boston 5/4/91	Steve Polechronis(?) (lead) (site) (press) (driver)	

9704378433C

Schedule For: Paul E. Tsongas
Trip Dates: 4/30/91 - 5/4/91
Trip No.: 1
Draft Number: 2
Date: 4/29/91

SCHEDULING DESK

Tuesday - April 30
Jean DeVeber
Beth cataldo

Wednesday - May 1
Beth Cataldo (a.m.)
Terry Dangel

Thursday - May 2
Jean DeVeber
Terry Dangel

Friday - May 3
Jean DeVeber
Terry Dangel or
Tori Davis

Saturday - May 4
Jean DeVeber
Terry Dangel

9704378433 1

McMULLENPARKER
Public Relations

5821 Fairview Road
Suite 215
Charlotte, NC 28209
704/554-9955

FAX FAX FAX FAX FAX FAX FAX - Cover Sheet - FAX FAX FAX FAX FAX FAX

To: BETH SICKLER

Company: TSONGAS FOR PRESIDENT

Comments:

Beth: Attached is a list of our newly appointed local coordinators. Please send them a supply of campaign material. Raleigh and Charlotte are [redacted] off to good starts and I think the others won't be far behind. Attached also is a memo I sent to each local coordinator to give them direction. Best regards, David

Number of Pages including this Cover Sheet 3

TO SEND US A FAX OR IF YOU EXPERIENCE A PROBLEM IN THE RECEPTION OF THIS FAX, PLEASE CONTACT (704) 554-9955

9704378433 2

Tsongas For President
North Carolina Steering Committee

Best chances in Raleigh-Durham & Chapel Hill

State Coordinator:
David McMullen
5821 Fairview Road, Suite 215
Charlotte, NC 28209

Asheville Coordinator:
Andrew Hannush
492 Reems Creek Road
Weaversville, NC 28787-8900

Charlotte Coordinator:
Gil Middlebrooks
Post Office Box 31247
Charlotte, NC 28231

Durham Coordinator:
(Duke University)
Barry Kosloss
2212 Alpine Road
Durham, NC 27707

Marnie Wiss
Delegate
528 Cleveland Ave
Durham, NC 27701

Greensboro Coordinator:
Joanne White
1C Fountain View Circle
Greensboro, NC 27405

Raleigh Coordinator:
Beth Peterson
3044 Farrior Road
Raleigh, NC 27607

Winston-Salem Coordinator:
(Wake Forest University)
Pete Felkner
2624-E Greenbriar Road
Winston-Salem, NC 27104

COORD
Tom Teiwey
Seaway Printing
Long Beach Rd.
Southport, NC 28465

COORD
Dr. Victor Mallenbaum
1303 E 5th St
Greenville NC 27858

COMMITTED DELEGATE!!!
Ellen Emerson
will be Tsongas delegate
117 N. Greene St.
Greensboro, NC 27401
Update new materials
County Chairman

TCP-3000047

TSONGAS FOR PRESIDENT/North Carolina

To: Local Campaign Coordinators
From: David McMullen, North Carolina Coordinator
Ref: Your Assignment

I just wanted to outline the basic activities we would like you to be responsible for as we build a North Carolina support structure to support the Tsongas for President Campaign.

- Contact your local Democratic Party headquarters and let them know that you are the local contact for the Tsongas Campaign. Ask if they have a place to display campaign materials.

- We will ask Boston to ship you a supply of campaign materials. Take some to the local Democratic office if their is a place to display it. When people call for information, you can refer them to the party office. Distribute the rest as you think appropriate.

- We have no budget to support our activities. For the immediate future, expenses such as postage, telephone and mileage are simply part of our personal contribution to the Tsongas campaign.

- When a new volunteer calls you, get their: name, mailing address, telephone number and areas of interest. If at all possible, give them an assignment, even it is a small one.

- Look for ways to raise money. Checks should be made payable to: The Tsongas Committee and sent directly to Post Office Box 4504, Boston MA 02101. DO NOT TAKE CASH. Contributions are limited to $1,000 per person. Do not take contributions from Political Action Committees (PACs)

- If you have questions, call me at

- Our national contact is Beth Sickler in the Boston campaign office. Her telephone number is

Please keep me informed of your activities. If you cannot get it all done, delegate to other local volunteers. If you feel that the responsibility is becoming too much, please do not fade away -- help us find a replacement.

9704337843834

OGC 9672

RECEIVED
FEDERAL ELECTION
COMMISSION
MAIN COPY ROOM

AUG 11 12 11 PM '93

93 AUG 11 PM 3:50

August 9, 1993

Carmen R. Johnson
Assistant General Counsel
Federal Election Commission
Washington, DC 20463

Re: Subpoena Issued With Respect To MUR 3585

Dear Ms. Johnson:

Please be advised that I am represented by Gary C. Crossen, Esq. for the purpose of responding to the Subpoena and Subpoena Duces Tecum Issued to me by the Federal Election Commission with respect to the above-referenced Matter Under Review. Mr. Crossen will be assisted in this matter by Anthony Mirenda, Esq. and Gregory T. Moffatt, Esq. They are each authorized to make any and all preparations for my deposition before officers for the Commission, presently scheduled for August 23, 1993. I intend to have either Mr. Crossen, Mr. Mirenda or Mr. Moffatt present with me at the deposition.

Messrs. Crossen, Mirenda and Moffatt may be contacted at Foley, Hoag & Eliot, One Post Office Square, Boston, MA 02109. Their telephone number is (617) 482-1390. Their FAX number is (617) 482-7347.

Sincerely yours,

David L. Goldman

2704378435

OGC 9686
FEDERAL ELECTION COMMISSION MAIN COPY ROOM
AUG 13 11 34 AM '93
93 AUG 13 AM 11:07

10 August 1993

Delanie DeWitt Painter, Esq.
Federal Election Commission
Washington D.C.

By fax
Hard Copy by U.S. Mail

The following are responses to your interrogatory request regarding case # 3585. The numbers and letters correspond to the questions you asked as detailed in your written request of 24 June 1993.

1. Yes, on both a paid and volunteer basis.

a. I worked in the fund raising office at others direction.

b. Copies of compensation checks and calendars are enclosed.

2. He was the chair of the National Finance Committee and I worked, at times, under his direction.

a. I have known of him for several years because of his long time political involvement but we had never worked together until the Tsongas presidential campaign. He represented himself to be the National Finance Chair and my observation was that other campaign officials related to him in that role.

b. We worked on several specific fund raising projects with Mr. Rizzo. They are the following events;

"Terlizzi" fund raiser in Andover held on 10 October 1991

"Tsongas House Party" fundraiser held at the Tsongas home in Lowell on 22 October 1991

"Greensboro" fundraiser scheduled to be held in South Carolina on 20 November 1991

"Wofford" fundraiser at the Copley Plaza Hotel in Boston held on 24 January 1992

"Rally" fundraiser at the Park Plaza hotel in Boston held on 22 February 1992

"Greek" fundraiser in Queens, New York held on 8 March 1992

"Lawyers Breakfast" fundraiser at the Meridien Hotel in Boston held on 18 March 1992

9704378433 36

"Wilbur James Luncheon" fundraiser at the Boston Harbor Hotel held on 18 March 1992

"Retire the Debt" fundraiser at the Park Plaza in Boston held on 26 May 1992

I worked on other fundraisers but not at Mr. Rizzo's direction or involvement.

3. a. I have no record nor recollection of receiving any such check. Enclosed are copies of three checks signed by Mr. Rizzo that I received as compensation throughout my involvement with the campaign.

The check on the Andover Bank account dated 15 January 1991 was compensation that I believe was misdated and should have been dated 1992. The two other checks are from an account titled Nicholas A. Rizzo. I assumed it to be a personal account and Mr. Rizzo would receive reimbursement from the campaign for my compensation.

b. See above.

c. See above. I have no personal knowledge of any other. I assumed that all campaign workers were paid from this "Tsongas" account.

4. No.

My calendar states that I did attend a meeting between Mr. Rizzo and Elkin McCallum on 1 November 1991. We discussed the planning of a fundraiser in Greensboro, South Carolina to be held on 20 November 1991. See above Question 2b. No other discussion took place. A copy of my calendar entry is attached. The fundraiser was subsequently canceled.

a. See above.

b. See above.

c. See above. I do not know Mr. Rizzo's schedule on that date nor have I ever been in Mr. McCallum's home.

5. I worked a daily basis with many members of the Tsongas Committee. Following are specific meetings supported by my calendar, that included Mr. Rizzo, others and myself.

9704378437

a. The specific meetings are;

1 November 1991 - McCallum meeting. See above Question 4

4 November 1991 - Accompanied Mr. Rizzo to Mr. McCallum's office but he was not in. No discussion took place. Then accompanied Mr. Rizzo to the office of Mr. Roger Trudeau where we met briefly and Mr.Rizzo informed him that we would be working together on the "Greensboro" fundraiser.

2 January 1992 - Drove to Boston with Mr. Rizzo from Andover and attended a 1:30 PM staff meeting where he informed the entire fundraising staff that he would be working full time on the campaign in Boston.

6 January 1992 - Drove to Portsmouth, New Hampshire with Mr. Rizzo where he met with Mr. Steven Griswold at the Sheraton Hotel. I did not attend the meeting other than to be introduced to Mr. Griswold.

After approximately two hours we then drove back to Andover. I accompanied him so that we could talk about the "Wofford" fundraiser.

b. Other than my schedule I have no notes on these meetings. My calendar is attached.

6. Other than day-to-day campaign functions and activities, following is a synopsis of my contact with each of the individuals from January 1991 to this date;

Paul Tsongas - We have had very limited personal contact since the Democratic convention. I tried to schedule him to attend a conference in June of 1993 but he was unavailable.

Dennis Kanin - No personal contact since the campaign.

Steve Joncas - I met with him once and had several telephone discussions in December 1992 with him relative to employment in the office of Cong. Martin Meehan, where he serves as AA. He did not hire me.

We had one other meeting in May of 1993 relative to a conference that was to be held in Lowell Ma. That meeting was with at least three other individuals.

David Goldman - I have had more regular personal contact with David. It consists of speaking on the phone on occasion. More recently, in June of 1993 we were in contact as he helped sell tickets to a Sen. Kennedy fund raiser.

9704378438

George Kokinos - I have had virtually no personal contact with George since the campaign. I once met him by chance with David Goldman at the Tsongas Committee office in June of 1993.

Anastasios Kalogianis - I am aware of the name, though I know him as Arthur. We have never met or spoken.

Larry Ansin - I knew him by reputation and we met once at the "Wofford" fundraiser. We never discussed the campaign. I believe he is now deceased.

Peter Caloyeras - I do not know, have not met and have never spoken to him.

Elkin McCallum - Other than what is stated above we have never spoken, before or since the campaign.

Thomas Kelley - I do not know, have not met and have never spoken to him.

Michael Spinelli - I am aware of him but have not met and have never spoken to him.

Roger Trudeau - I have known Roger politically for 15 years. I first met him during our mutual support for then Cong. Jim Shannon. We know each other only politically and have not spoken since just prior to the Democratic Convention in New York in June of 1992.

William Berg - I am aware of him but have not met and have never spoken to him.

I hope this information is helpful. If I can be of any further assistance please contact me by mail

As promised, also enclosed is the unsigned 'green' certified mail form that was in your original mail request.

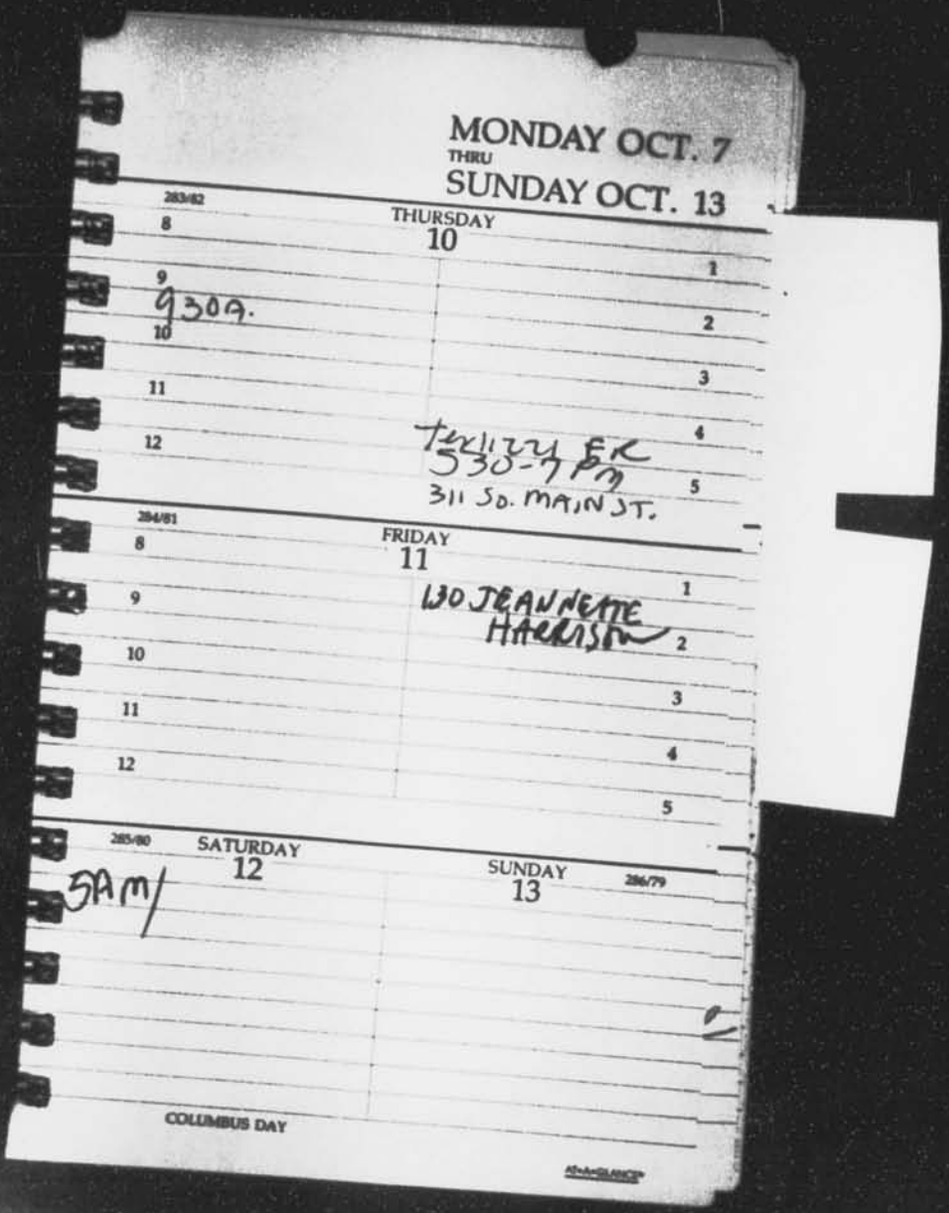
Yours sincerely,

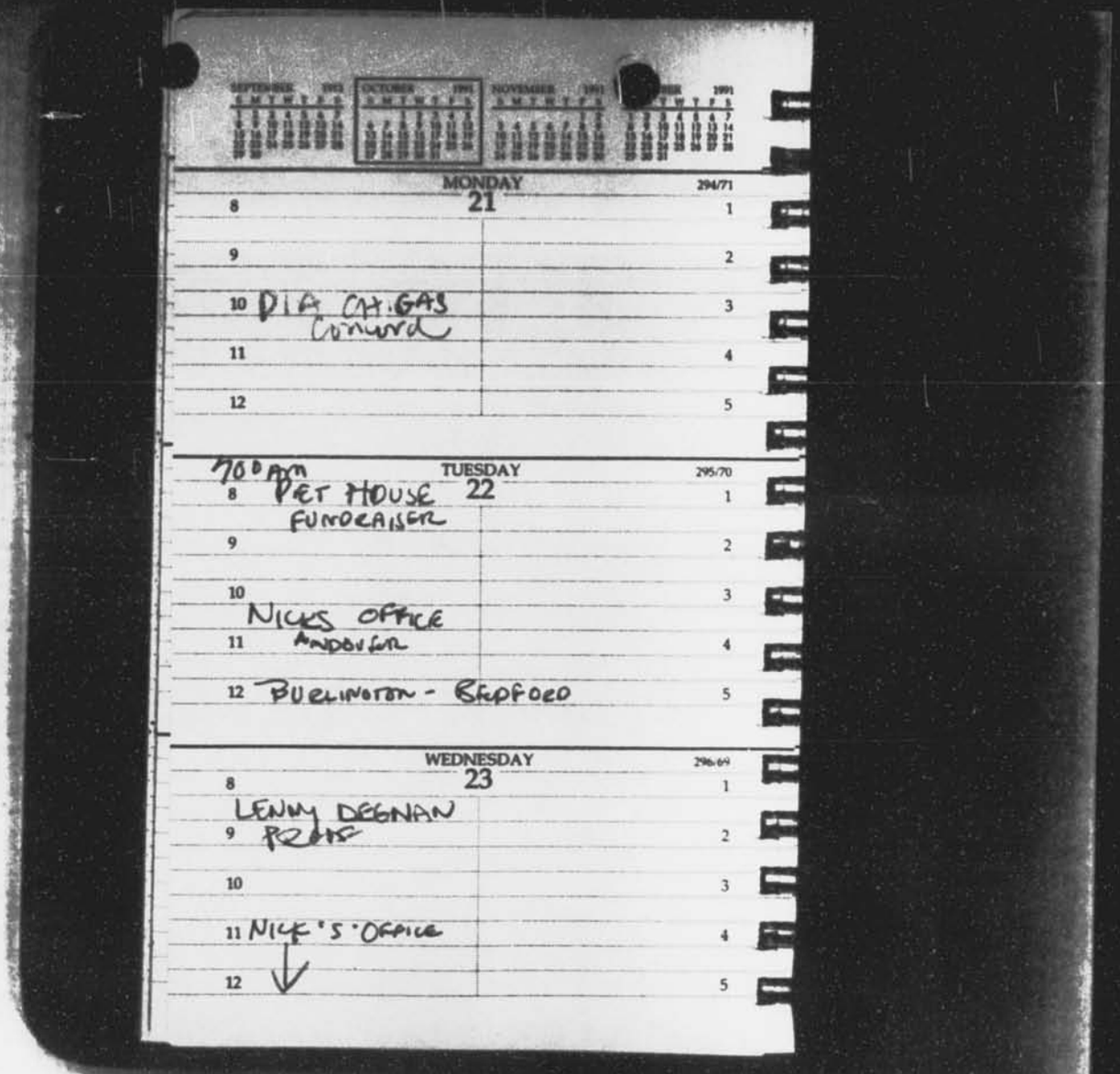
Tricia Melvin

Tricia Melvin

N.B. Copies of calendar and checks are in the U.S. Mail.

9704378433 9


MONDAY OCT. 7
THRU
SUNDAY OCT. 13
283/82
THURSDAY
10
9309.
TERRY ER
530-7 PM
311 SO. MAIN ST.
284/81
FRIDAY
11
130 JEANNETTE
HARRIS
285/80
SATURDAY
12
SAM
SUNDAY
13
286/79
COLUMBUS DAY



MONDAY 21 294/71

8 1

9 2

10 DIA CAT. GAS 3
Consult

11 4

12 5

TUESDAY 22 295/70

7:00 AM
8 PET HOUSE 1
FUNDRAISER

9 2

10 3
NICKS OFFICE

11 AMDOWER 4

12 BURLINGTON - BEDFORD 5

WEDNESDAY 23 296/69

8 1

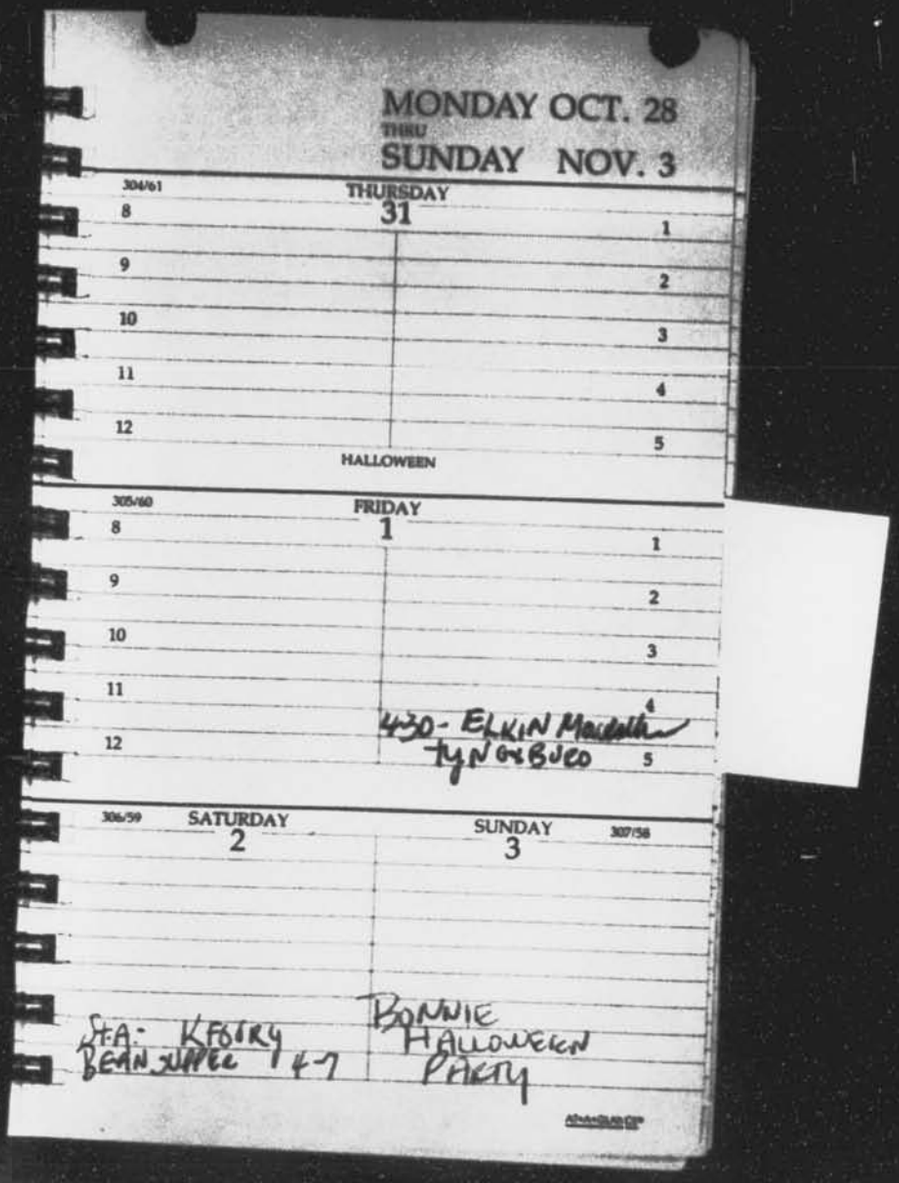
LENNY DEGNAN
9 PROFS 2

10 3

11 NICK'S OFFICE 4

12 5

9704378443211


MONDAY OCT. 28
THRU
SUNDAY NOV. 3
304/61
THURSDAY
31
8
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5
HALLOWEEN
305/60
FRIDAY
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430- ELKIN Meredith
TyN Gx BJCD
306/59
SATURDAY
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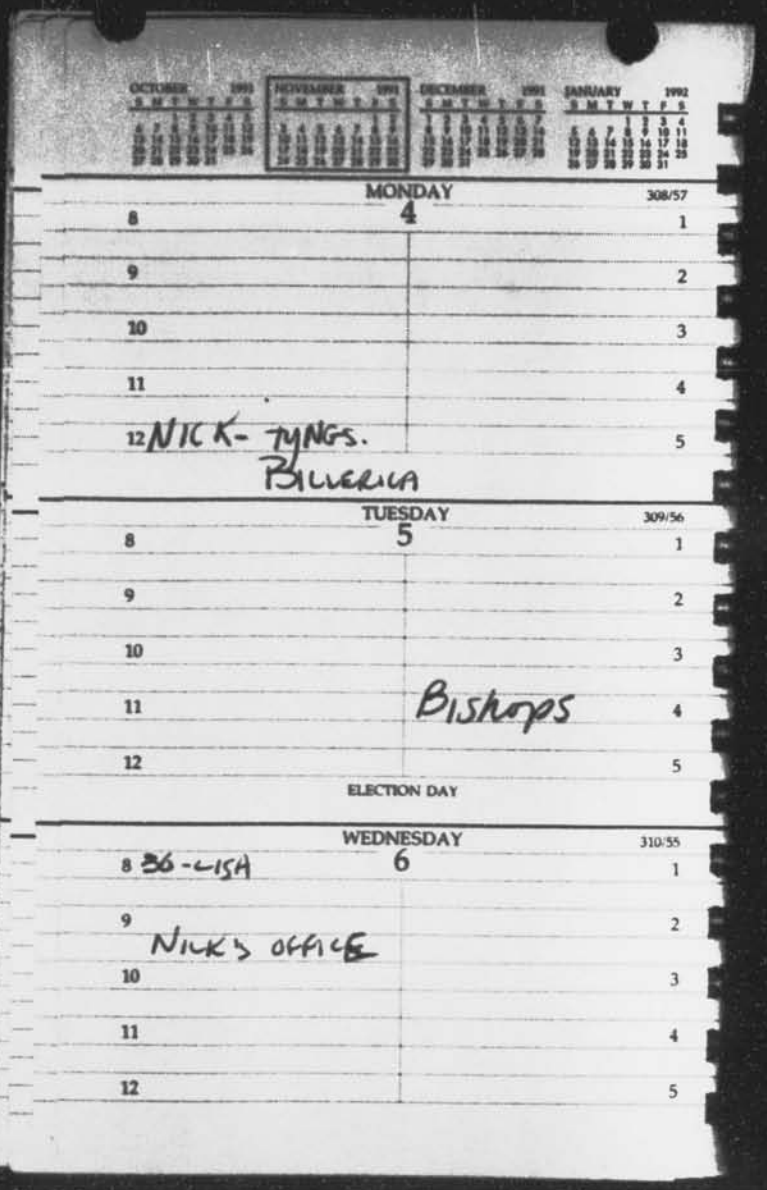
SUNDAY
3
307/58
STA: KFOURY
BEAN SUPPER 4-7
BONNIE
HALLOWEEN
PARTY



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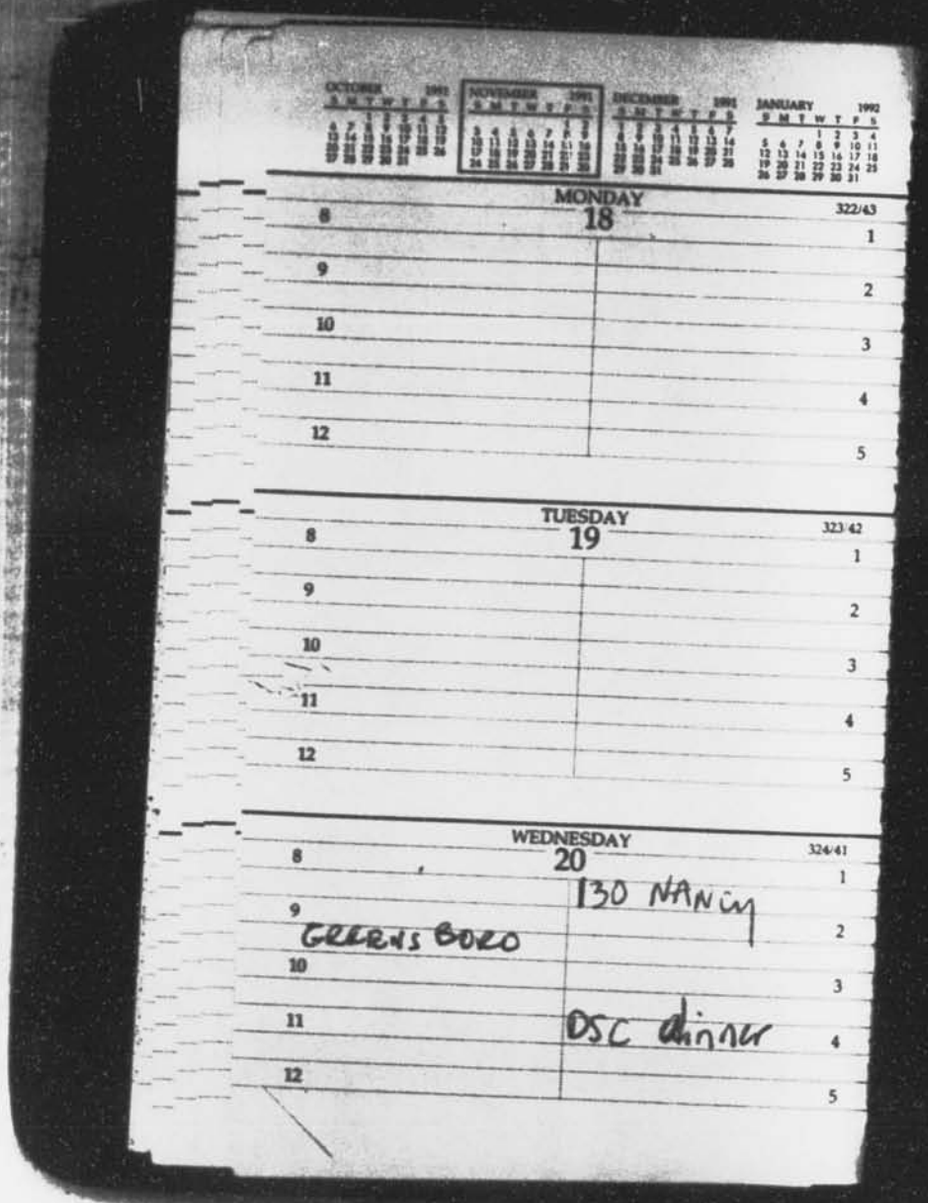

MONDAY 18 322/43

TUESDAY 19 323/42

WEDNESDAY 20 324/41

130 NANCY

GREENSBORO

DSC dinner

27043784324

DECEMBER/JANUARY

Week 1

30 Monday

31 Tuesday

LOWELL FIRST NIGHT
BOSTON FIRST NIGHT

1 Wednesday New Year's Day

BETTY'S
ANGIE'S

2 Thursday

930 - NICK
130 CAMPAIGN MTG
400 - KEVIN

97043784325

JANUARY

6 Monday
930 NICKS
1030 PORTSMOUTH SITUATION
STEVE GRISWOLD
400PM-

7 Tuesday
915A - NICKS
BOSTON
400PM

8 Wednesday
[redacted]
FET 11-5
[redacted] MI
750 PARKING
OAKLEY - 600PM

9 Thursday
930 NICKS
BOSTONIAN 600 PARKING
330 PM

9704338306

1992

JANUARY

Friday 24

NICK'S 1000AM
BOSTON
WIFFLER FUNDRAISER -
COLLEEN PLAZA

Saturday 25

DSC 7116 - BOSTON 1PM-
PARK PLAZA
ICHN IAPIENZA 40TH SURPRISE

Sunday 26

CHRISTENING HANLEY

SUPER BOWL - LA COLHELLE'S

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

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9	10	11	12	13	14	15
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23	24	25	26	27	28	29

4.3.8.3.07

1992 FEBRUARY

Friday 21

PARK PLAZA - 11:00A
KATHY SHERMAN
STEVE GRAHAM

Saturday 22

PARK PLAZA - 12N

Sunday 23

DIM SUM
MAUREENS

FEBRUARY

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23	24	25	26	27	28	29

MARCH

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22	23	24	25	26	27	28
29	30	31				

1992

MARCH

Friday 6

7:01 PM ROAST

Saturday 7

BOSTON

2-7. PM

Sunday 8

2:00 AIRPORT
3:00 SHUTTLE · NYC
4:00 QUEENS
7:00 SHUTTLE
10:00 Home

MARCH

S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MARCH

Week 12

16 Monday

17 Tuesday St. Patrick's Day
900A NICKS
1200 LUNCHEON - HIBERNIAN HALL

700 LV BOSTON

18 Wednesday 800 BOSTON
830 BREAKFAST - MERIDIEN
1200N LUNCH - BOSTON HARBOR HOTEL
500 COCKTAILS - MIT

530 HOME

19 Thursday

300PM ANNOUNCEMENT

2704437844 0 C

MA

25 Monday Memorial Day

OFF
Millie Minner 500P

26 Tuesday
930A - NICKS
ANNIVERSARY

NNPC FR
6-8 FR PARK PLAZA
MAURAIS 400 dinner

27 Wednesday
1000 NICKS
1230 HOME

700PM - 1-800-VOTE
ANDY - WESTGATE MALL.

28 Thursday
930 DENNIS JANIN

NICKS HOUSE 400P
Babysit 1030P

9704378402

15 JAN 19 91 53-7047/2113

PAY TO THE ORDER OF TRICIA MELVIN $ 1000.00

ONE THOUSAND DOLLARS **********00/00 DOLLARS

Andover Bank
Andover Savings Bank
Andover, MA 01810

MEMO

9 7 0 4 3 7 8 4 4 0 3

BayBank
BayBank Middlesex
Massachusetts

NICHOLAS A. RIZZO
P. O. BOX 577
ANDOVER, MA 01810

5962

51-235/113

February 11 19 92

PAY
TO THE
ORDER OF Tricia Melvin $ 500.00

THE SUM 00 DOLS 00 CTS DOLLARS

500 00

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

Nicholas A Rizzo

9 7 0 4 3 7 8 4 4 0 4

5959

NICHOLAS A. RIZZO
P. O. BOX 577
ANDOVER, MA 01810

53-235/113

February 4 19 92

PAY TO THE ORDER OF Tricia Melvin $ 200.00

THE SUM 200 DOLS 00 CTS DOLLARS

200 00

Nicholas A Rizzo

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

BayBank
BayBank Middlesex
Massachusetts

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

AUGUST 13, 1993

Gregory T. Moffatt, Esq.
Gary C. Crossen, Esq.
Anthony Mirenda, Esq.
Foley, Hoag & Eliot
One Post Office Square
Boston, MA 02109

RE: MUR 3585

Dear Mr. Moffatt:

This letter is to inform you that the depositions of your clients, Senator Paul E. Tsongas, Dennis R. Kanin, S. George Kokinos, and David Goldman scheduled for August 17, 18, 19, and 23, 1993 have been postponed. As Kristen Fraser of this Office discussed with you on August 10, 1993, it is necessary to reschedule these depositions. Please note that the depositions have not been canceled. I anticipate that the depositions will take place after October 1, 1993. I will contact you to arrange specific dates for the depositions.

I regret any inconvenience this schedule change may cause for you or your clients. If you have any questions, please contact me or Kristen Fraser at (202) 219-3400.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

9704378405

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

AUGUST 13, 1993

Thomas E. Sweeney, Esq.
Law Offices of George C. Eliades, Jr.
133 Market Street
Lowell, MA 01852

RE: MUR 3585

Dear Mr. Sweeney:

This letter is to inform you that the deposition of your client, Steven Joncas, scheduled for August 16, 1993 has been postponed. Please note that the deposition has not been canceled, but it is necessary to reschedule the deposition. I anticipate that the deposition will take place after October 1, 1993. I will contact you to arrange a specific date for the deposition.

I regret any inconvenience this schedule change may cause for you or your client. If you have any questions, please contact me or Kristen Fraser at (202) 219-3400.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

9704378406

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

AUGUST 13, 1993

Ms. Carla Degnan
227 High Street
Lawrence, MA 01841

RE: MUR 3585

Dear Ms. Degnan:

This letter is to inform you that the the Commission's deposition of you, scheduled for August 23, 1993 has been postponed. Please note that the deposition has not been canceled, but it is necessary to reschedule the deposition. I anticipate that the deposition will take place after October 1, 1993. I will contact you to arrange a specific date for the deposition.

I regret any inconvenience this schedule change may cause for you. If you have any questions, please contact me or Kristen Fraser at (202) 219-3400.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

9704378407

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

AUGUST 13, 1993

Philip Nyman, Esq.
375 Gorham Street
Lowell, MA 01852

RE: MUR 3585

Dear Mr. Nyman:

This letter is to inform you that the deposition of your client, Michael Spinelli, scheduled for August 20, 1993 has been postponed. Please note that the deposition has not been canceled, but it is necessary to reschedule the deposition. I anticipate that the deposition will take place after October 1, 1993. I will contact you to arrange a specific date for the deposition.

I regret any inconvenience this schedule change may cause for you or your client. If you have any questions, please contact me or Kristen Fraser at (202) 219-3400.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

9704378408

OGC 9682

Peter B. Caloyeras
4083 Redwood Avenue
Los Angeles, CA 90066

93 AUG 13 AM 8:50

August 12, 1993

TO TELECOPIER NO. (202) 219-3923

Federal Election Commission
Washington, D. C. 20463

Attn: Kristen R. L. Fraser, Esq.

Re: MUR 3565/Peter B. Caloyeras

ANSWERS TO CERTAIN INTERROGATORIES

I, Peter B. Caloyeras, declare and state in response to Interrogatories dated June 24, 1993 as follows:

1. Prior to issuing and mailing my $10,000 check dated 9/23/91 payable to the "Tsongas Committee," I met with Nick Rizzo about noon on Saturday, September 21, 1991 at the Biltmore Hotel in Los Angeles, at which time he asked me for a loan of $10,000 to the Tsongas campaign committee in order to pay for TV spots. He said that the loan would be repaid in February, 1992 when the federal government's matching funds were received.

2. There were no other people present at the Biltmore Hotel when I had my meeting with Mr. Rizzo and this meeting was arranged by Mr. Rizzo in a telephone call to me.

3. I did not request the promissory note when I sent in the $10,000 check because I believed Mr. Rizzo when he said the loan would be repaid in February, 1992.

4. I talked to Mr. Rizzo some time in February or March, 1992 about repayment of the loan and he told me that the federal funds had been spent and that the Committee was raising additional funds in other states and would repay me as soon as funds were available.

5. The contribution of $1,000 which I made by check dated June 28, 1991 to further the Tsongas campaign was solicited orally and I received no documents or written evidence of this. I mailed that check to Nick Rizzo at his then Andover address and my cancelled check is my only acknowledgment that the contribution had been received.

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Kristen R. Fraser, Esq.
August 12, 1993
Page 2

6. After February, 1992, I attempted to reach Nick Rizzo about repayment of the loan but kept being put off and I did not keep a record of any of these calls. Eventually, I learned that Mr. Rizzo had been charged with embezzling campaign funds for his own personal use. I have not commenced any legal action against any person or entity to recover my loan because I believed that the Tsongas Committee had no funds to repay me.

7. On August 6, 1993, I talked to Greg Moffat, Esq. of the law firm of Foley, Hoag and Elliot, 1 Post Office Square, Boston, Massachusetts (617) 482-1390. He told me that the Tsongas election Committee(s) never realized any benefit from my $10,000 loan and that Nick Rizzo took the money for his own personal benefit.

8. I do not recall having any contact with any of the following: Dennis Kanin, Steven Joncas, David Goldman, S. George Kokinos, Anastasios Kalogianis, Larry Ahsin, Elkin McCallum, Thomas Kelley, Michael Spinelli, Roger Trudeau or William Bary.

Peter E. Caloyeras

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COMMISSION
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Aug 10 11 27 AM '93

Shaines & McEachern
Professional Association, Attorneys

August 2, 1993

General Counsel
FEDERAL ELECTION COMMISSION
Room 659
999 E Street, N.W.
Washington, D.C. 24063

RE: Respondent: Thomas D. Kelley, Jr.
MUR: #3585

Dear Sir/Madam:

Enclosed are the original Answers to Interrogatories and Request for Production of Documents by Mr. Kelley regarding the above-referenced matter. Also enclosed are copies of the documents produced in connection with the Request for Production of Documents.

If you have any questions, do not hesitate to call.

Very truly yours,
SHAINES & McEACHERN, P.A.

BY: _____
Jonathan S. Springer

JSS/kma

Enclosure

cc: Mr. Thomas D. Kelley, Jr. (w/enc.)

2704378411

25 Maplewood Avenue, P.O. Box 360
Portsmouth, New Hampshire 03802-0360
Telephone 603/436-3110; FAX: 603/436-2993

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 3585

ANSWERS TO INTERROGATORIES AND
REQUEST FOR PRODUCTION OF DOCUMENTS

1.a. I have met Mr. Rizzo only once, on October 22, 1991 at the Sheraton Portsmouth Hotel, in Portsmouth, NH.

b. I am currently between jobs. I left the Sheraton Portsmouth Hotel in April, 1993. While I was employed by the hotel my title was General Manager. Mr. Griswold is and was a part owner of the hotel.

c. I did not have a long or involved conversation with Mr. Griswold about meeting Mr. Rizzo. I believe that Mr. Griswold told me that Mr. Rizzo was in the Seacoast area attempting to raise funds for the Tsongas Committee.

d. I do not believe there was any prior relationship between Mr. Griswold and Mr. Rizzo. I am not aware of any financial transactions or any other transactions between the two.

e. October 22, 1991, in a conference room at the Sheraton Portsmouth Hotel, Portsmouth, NH.

f. I believe that Mr. Griswold was present. No one else was present.

2.a. October 22, 1991.

b. A copy of the statement from BankEast is attached.

c. I grew up in Massachusetts, and my parents have always been supporters of Paul Tsongas, although they did not know him personally, and to my knowledge have never met him. For that reason, I was pleased and interested when Mr. Tsongas decided to run for President. In addition, my father suffered from cancer at about the same time Mr. Tsongas did and I know that Mr. Tsongas' example in battling the disease was a positive influence not only on my father but my entire family. Because the loan was supposed to be repaid in January, 1992 and because it was for Paul Tsongas, it appeared to me that I was not at risk, and that my actual contribution would simply be the interest for three months on the $25,000.00.

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d. Mr. Rizzo explained to me that in January, 1992 the Tsongas Committee would receive federal matching campaign funds and at that time the Tsongas Committee would be able to repay the loan. Mr. Rizzo explained there was a need for short term, interest-free loans in order to finance the campaign. I believe he specifically mentioned that there would be a need for money to pay for a "media buy," which I understood to be radio and television advertising.

3.a. I have no idea why Mr. Rizzo sent the letter to Mr. Griswold. The only reason I can think of is perhaps Mr. Rizzo, because he did not keep a copy of my check, did not know my address, and he may have had Mr. Griswold's business card.

b. I do not know what Mr. Rizzo actually meant by the phrase "the problem surrounding this matter" other than the nonpayment of the loan without excuse.

c. I did not actually deposit the check because I would first call the bank to see if there were funds to cover it, and I was always told that there were not sufficient funds to cover the check. That being the case it would have been a futile act in trying to deposit the check, and I might have also been charged with fees for depositing the check if it did not clear.

4.a. I have consulted with my attorney. Upon advice of counsel, I claim the attorney-client privilege as to all communications between myself and my attorney. Without waiving that privilege, I have thought about the possibility of legal action against Mr. Rizzo, Mr. Tsongas, and the Tsongas Committee. I have not ruled out the possibility of such a lawsuit. I have also written to Mr. Tsongas in an attempt to get the loan paid, and received a reply from him which essentially said that he would not repay the loan. Copies of those letters are attached.

b. I do not believe either Mr. Griswold or the Sheraton Portsmouth Hotel have taken any steps to collect the $25,000.00 loan.

5.a. Other than the letters discussed above, there have been no other contacts or communications with any other person associated with the Tsongas Committee regarding fund raising.

b. Other than the letters identified above, there have been no other written correspondence or other documents.

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6. Other than the letter to Paul Tsongas, and his response, discussed above, I have not had any contact at any time with any of the other individuals identified in this interrogatory.

Thomas D. Kelley, Jr.

STATE OF New Hampshire
COUNTY OF Rockingham

On this 30th day of July, 1993, personally appeared Thomas D. Kelley, Jr. and swore that the above statements are true to the best of his knowledge and belief.

Before me,

~~Notary Public~~/
Justice of the Peace

9704378444 14

Document: F:\USER\KAREN\KELLEY.ANS

THOMAS D. KELLEY
250 Market Street
Portsmouth, NH 03801

February 26, 1993

Foley, Hoag & Eliot
One Post Office Square
Boston, MA 02109
Attn: Paul Tsongas

Dear Mr. Tsongas:

While we have not met, I am one of the unfortunate people who became embroiled on what I thought was your behalf in the incredible Rizzo mess which is unfolding. I have chosen this method of personal contact in the hopes that I might not be lumped with what appear to be the other apparently better financed people who were roped in by Rizzo's scam.

I am a general manager of a hotel up in Portsmouth, New Hampshire. As such, I earn a reasonable living wage but I certainly cannot even begin to be able to think of affording a $25,000 mistake in what I had thought was a loan to your Presidential efforts which I wholeheartedly supported. Nick Rizzo came to me at the hotel during the heat of the primary in New Hampshire with a plea shortly before the primary election to exact a loan for media purchases that he assured me would be received from federal election dollars flowing to the campaign. He represented himself as the treasurer of your campaign. He assured me that not only was the federal government behind this loan, but he himself would personally guarantee this kind of an effort.

I have given small contributions to campaigns before and a contribution in the amount of $25,000 to your campaign would represent almost 50% of my salary. It was certainly the bulk of any of my savings. However, based on these assurances and my own wholehearted commitment to your effort, I was persuaded that for once in my life I should take a chance for my belief's. Rizzo assured me that the loan would be repaid within a 60 and no longer than a 90 day timeframe based on matching funds already earned for delivery in the next 30 days from the Federal Election Commission.

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Obviously more than a year later, nothing has happened and Rizzo has constantly provided me with excuses. These excuses range from time available to focus, to his own bouts with cancer and not being able to deal with these issues. At this point, I do not know whom or what to believe. When your attorney for the Tsongas Committee contacted me, I was in hopes that someone else was taking responsibility. However, as soon as that contact occurred, it evaporated when the Federal Election Commission began to subpoena me for direct involvement, and I now found myself testifying in Boston as to the nature of what I thought was a perfectly legitimate loan to the Tsongas Committee for your efforts.

Please find enclosed a copy of the check that I gave to your election campaign. It clearly indicates where the money was designated and that the amount was meant to be a loan. I am writing to you in the hopes that somewhere in your election people there might be the wherewithal to pay these funds back to me. My only hope in a matter that will otherwise wipe out my life savings is that your good graces can somehow muster the funds necessary to repay this obligation.

I would very much appreciate your giving this matter some consideration and I can only hope that you can consider me favorably as soon as possible.

Sincerely,

Thomas D. Kelley

Enc.

9704378416

FOLEY, HOAG & ELIOT
ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
TELEPHONE (617) 482-1390
CABLE ADDRESS "FOLEYHOAG"
FACSIMILE (617) 482-7347
TELEX 940693

IN WASHINGTON, D.C.
1615 L STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 775-0600

GARY C. CROSSEN

March 11, 1993

Mr. Thomas D. Kelley
250 Market Street
Portsmouth, NH 03801

Dear Mr. Kelley:

I represent the Tsongas Committee with respect to matters currently under investigation by the Office of the United States Attorney in Boston, including the investigation into Nicholas Rizzo's activities. Paul Tsongas forwarded to me a copy of the letter you sent him dated February 26, 1993.

Both Paul Tsongas and the Tsongas Committee empathize with your predicament resulting from Nick Rizzo's solicitation of a loan from you. Mr. Rizzo's diversion of permissible campaign contributions hurt the campaign at a critical juncture. Paul Tsongas made permissible, personal loans to his campaign which he will likely never recover. Those loans might never have been needed had Mr. Rizzo not diverted campaign funds. Thus, Senator Tsongas and the Committee share your feelings of having been victimized by Mr. Rizzo's behavior. There are legal and practical barriers, however, which make it impossible for the Committee to compensate you for the money which you provided to Mr. Rizzo. I want to briefly outline those barriers for you.

First, as you may have seen in the newspapers, Mr. Rizzo has stated through his attorney that he took your loan, as well as loans from several other individuals, for his own purposes and not for the benefit of the Tsongas Committee. As you noted in your letter, Mr. Rizzo personally guaranteed the loan. The Tsongas Committee had no knowledge of Mr. Rizzo's solicitation of impermissible personal loans in the Committee's name. Second, as a practical matter, the Committee simply does not have the funds to make any payment to you or others. Third, even if the Committee were in a financial position to pay you, it would be inappropriate as a matter of federal campaign finance law for the Committee to make such payment. If the Committee were to do so, it might in effect "adopt" an unlawful loan as its obligation. That "adoption" could result in the Committee being found in violation of a number of federal laws governing the financing of

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presidential campaigns. For all of these reasons, the Tsongas Committee is not able to compensate you in lieu of Mr. Rizzo making such compensation.

I again want to express the Tsongas Committee's empathy for your situation. It is unfortunate that more cannot be done to rectify this situation. Both Paul Tsongas and the Tsongas Committee wish that you had not been solicited by Mr. Rizzo, and wish that there were some way to see that you could be compensated. As I have explained, it is not possible for the Tsongas Committee to correct the situation. If I can answer any questions you may have, please feel free to contact me.

Sincerely,

Gary C. Crossen

Gary C. Crossen

GCC/lmb

cc: The Tsongas Committee

9704378418

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 18, 1993

VIA FACSIMILE

Gregory T. Moffatt, Esq.
Foley, Hoag & Eliot
One Post Office Square
Boston, MA 02109

RE: MUR 3585

Dear Mr. Moffatt:

This letter responds to your faxed letter dated and received August 17, 1993, requesting an extension of time in which to respond to a subpoena duces tecum served by the Commission upon Mr. David Goldman. After considering the circumstances, the Office of the General Counsel has granted the requested extension. Accordingly, the response is due by the close of business on August 31, 1993.

Thank you for your cooperation. If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Kristen R.L. Fraser
Attorney

9704378419

UUC 9124

Shaines & McEachern
Professional Association, Attorneys

August 2, 1993

General Counsel
FEDERAL ELECTION COMMISSION
Room 659
999 E Street, N.W.
Washington, D.C. 24063

RE: Respondent: Thomas D. Kelley, Jr.
MUR: #3585

Dear Sir/Madam:

Enclosed are the original Answers to Interrogatories and Request for Production of Documents by Mr. Kelley regarding the above-referenced matter. Also enclosed are copies of the documents produced in connection with the Request for Production of Documents.

If you have any questions, do not hesitate to call.

Very truly yours,
SHAINES & McEACHERN, P.A.

BY: _____
Jonathan S. Springer

JSS/kma

Enclosure

cc: Mr. Thomas D. Kelley, Jr. (w/enc.)

97043784420

25 Maplewood Avenue, P.O. Box 360
Portsmouth, New Hampshire 03802-0360
Telephone 603/436-3110; FAX: 603/436-2993

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 3585

ANSWERS TO INTERROGATORIES AND
REQUEST FOR PRODUCTION OF DOCUMENTS

1.a. I have met Mr. Rizzo only once, on October 22, 1991 at the Sheraton Portsmouth Hotel, in Portsmouth, NH.

b. I am currently between jobs. I left the Sheraton Portsmouth Hotel in April, 1993. While I was employed by the hotel my title was General Manager. Mr. Griswold is and was a part owner of the hotel.

c. I did not have a long or involved conversation with Mr. Griswold about meeting Mr. Rizzo. I believe that Mr. Griswold told me that Mr. Rizzo was in the Seacoast area attempting to raise funds for the Tsongas Committee.

d. I do not believe there was any prior relationship between Mr. Griswold and Mr. Rizzo. I am not aware of any financial transactions or any other transactions between the two.

e. October 22, 1991, in a conference room at the Sheraton Portsmouth Hotel, Portsmouth, NH.

f. I believe that Mr. Griswold was present. No one else was present.

2.a. October 22, 1991.

b. A copy of the statement from BankEast is attached.

c. I grew up in Massachusetts, and my parents have always been supporters of Paul Tsongas, although they did not know him personally, and to my knowledge have never met him. For that reason, I was pleased and interested when Mr. Tsongas decided to run for President. In addition, my father suffered from cancer at about the same time Mr. Tsongas did and I know that Mr. Tsongas' example in battling the disease was a positive influence not only on my father but my entire family. Because the loan was supposed to be repaid in January, 1992 and because it was for Paul Tsongas, it appeared to me that I was not at risk, and that my actual contribution would simply be the interest for three months on the $25,000.00.

9704378421

d. Mr. Rizzo explained to me that in January, 1992 the Tsongas Committee would receive federal matching campaign funds and at that time the Tsongas Committee would be able to repay the loan. Mr. Rizzo explained there was a need for short term, interest-free loans in order to finance the campaign. I believe he specifically mentioned that there would be a need for money to pay for a "media buy," which I understood to be radio and television advertising.

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4.a. I have consulted with my attorney. Upon advice of counsel, I claim the attorney-client privilege as to all communications between myself and my attorney. Without waiving that privilege, I have thought about the possibility of legal action against Mr. Rizzo, Mr. Tsongas, and the Tsongas Committee. I have not ruled out the possibility of such a lawsuit. I have also written to Mr. Tsongas in an attempt to get the loan paid, and received a reply from him which essentially said that he would not repay the loan. Copies of those letters are attached.

b. I do not believe either Mr. Griswold or the Sheraton Portsmouth Hotel have taken any steps to collect the $25,000.00 loan.

5.a. Other than the letters discussed above, there have been no other contacts or communications with any other person associated with the Tsongas Committee regarding fund raising.

b. Other than the letters identified above, there have been no other written correspondence or other documents.

9704378422

6. Other than the letter to Paul Tsongas, and his response, discussed above, I have not had any contact at any time with any of the other individuals identified in this interrogatory.

Thomas D. Kelley, Jr.

STATE OF New Hampshire
COUNTY OF Rockingham

On this 30th day of July, 1993, personally appeared Thomas D. Kelley, Jr. and swore that the above statements are true to the best of his knowledge and belief.

Before me,

~~Notary Public~~/
Justice of the Peace

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FOLEY, HOAG & ELIOT
ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
TELEPHONE: (617) 482-1390
CABLE ADDRESS "FOLEYHOAG"
TELECOPIER (617) 482-7347
TELEX 940693

IN WASHINGTON, D.C.
1615 L STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 775-0600

GREGORY T. MOFFATT

August 17, 1993

By Telefacsimile

Kristen R.L. Fraser, Esq.
Federal Election Commission
999 E Street, N.W.
Washington, DC 20463

Re: Matter Under Review 3585

Dear Ms. Fraser:

As we discussed in our telephone conversation of this date, I am hereby requesting an extension of the date for production of documents in conjunction with the subpoena duces tecum served upon David Goldman regarding the above-referenced Matter Under Review. I request that the date for production of documents be extended until Tuesday, August 31, 1993.

Thank you for your consideration of this request.

Very truly yours,

Gregory T. Moffatt

cc: David L. Goldman

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FEDERAL ELECTION COMMISSION
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U. S. Department of Justice

Washington, D.C. 20530

AUG 10 1993

MUR 3585

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

Dear Mr. Noble:

Re: United States v. Nicholas Rizzo

At your suggestion, I am writing to alert the Commission concerning the status of the captioned criminal prosecution in the District of Massachusetts, and to respectfully request that the Commission coordinate with us administrative proceedings against subjects and witnesses in the forthcoming criminal trial until it has been concluded.

As you know, Nicholas Rizzo was the Treasurer of the 1992 presidential campaign of Paul Tsongas. While serving in that capacity, Mr. Rizzo embezzled approximately $1 million from funds that had been contributed to the Tsongas campaign. This embezzlement was principally accomplished through Mr. Rizzo soliciting "loans" from Massachusetts-area business people for the ostensible purpose of assisting in Mr. Tsongas' campaign. When the funds representing the proceeds of these "loans" were received by Mr. Rizzo, he diverted them to bank accounts which he (Rizzo) personally controlled. For the most part, the funds in question never found their way to the Tsongas campaign, but instead wound-up in Mr. Rizzo's personal possession.

Mr. Rizzo is presently under federal indictment in the District of Massachusetts for this activity. He is charged with violations of 18 U.S.C. §§ 1341 and 1346 [use of the mails in furtherance of a scheme to deprive the Tsongas campaign of his honest services]; 18 U.S.C. § 1344 [bank fraud]; 18 U.S.C. § 1001 [furnishing false information to the Federal Election Commission]; and 2 U.S.C. §§ 441a(a)(1)(A) and 437g(d)[knowingly and wilfully violating the Federal Election Campaign Act's limits on contributions and loans]. A copy of the indictment in this case is enclosed.

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We presently expect that the trial of this case will start shortly after Labor Day, and that it will be concluded by the end of October, 1993. This criminal trial is considered by the Justice Department to be among the more significant white collar crime cases presently in the federal criminal justice system.

Critical government witnesses at this forthcoming criminal trial include several business people who "loaned" money to Mr. Rizzo on the understanding that it would be put to campaign use by the Tsongas campaign. These witnesses have received letters from the United States Attorney for the District of Massachusetts promising them immunity from federal criminal prosecution, in exchange for their forthcoming testimony. As we are required to do by the Memorandum of Understanding between this Department and the Federal Election Commission (FEC), these immunity letters do not waive, limit, or encumber the Commission's independent enforcement jurisdiction insofar as these prospective trial witnesses are concerned.

The District of Massachusetts has recently learned that the FEC has initiated -- and is presently pursuing -- administrative enforcement actions against several of these potential witnesses. In two or three instances, we also understand that the FEC has attempted to take sworn depositions from these people.

Parallel administrative proceedings of this nature are in our view detrimental to the successful preparation and trial of a criminal case such as the one involving Nicholas Rizzo. This is especially true when they occur immediately before the criminal trial begins. Among other things, such parallel administrative proceedings tend to make critical trial witnesses reluctant to testify, the produce witness statements that the prosecution may have to surrender to the defense at trial under 18 U.S.C. § 3500, and they create the risk of producing unnecessary exculpatory statements which the prosecutors would be required to give to the defense under Brady v. Maryland, 373 U.S. 83 (1963).

Accordingly, we request that the Commission assist us in the prosecution of this case by coordinating with us administrative enforcement actions, interviews and interrogatories involving the activities of Nicholas Rizzo and those who dealt with the Paul Tsongas campaign through Nicholas Rizzo. The duration of this requested coordination would extend through the earlier of: 1) the date the defendant pleads guilty and the trial thereby averted, or 2) the date on which the trial has been concluded by a verdict being rendered.

The coordination we request here would involve the following:

* The Commission will make a good faith attempt to defer until after the conclusion of the Rizzo trial all administrative action, interviews and interrogatories involving the Paul Tsongas

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campaign, its agents and employees, Nicholas Rizzo, and those persons who contributed to the Tsongas campaign through Mr. Rizzo.

* If the Commission determines that its enforcement responsibilities require it to take administrative action against any of these respondents, it will advise this office beforehand and be guided by the tactical advice that we provide.

* Should the FEC wish to do so, it may send us a list of individuals and entities against which the FEC wishes to initiate enforcement actions, or which it wishes to interrogate during the time the Rizzo trial is pending. In the event that the FEC does send us such a list, we agree to advise the Commission which names on that list are not involved in the forthcoming Rizzo trial. The Commission would then be free to pursue administrative enforcement proceedings against those individuals and entities. We would expect that any information provided to the Commission in this manner would not be made public and would be shared only with those FEC employees who have a need to know it in connection with scheduling and conducting FEC enforcement activities.

We recognize that acceding to these requests will undoubtedly cause disruption to the Commission's civil enforcement obligations under the Federal Election Campaign Act and the Presidential Primary Matching Payment Account Act. Therefore, should the Commission agree to coordinate administrative enforcement action in accordance with the terms set out above, this Department will make a good faith and priority attempt to provide the Commission with factual information generated by this Department during its criminal investigation of the Rizzo case.

This information-sharing would include the following:

* We will provide the Commission with transcriptions of testimony provided by witnesses who testify at the Rizzo trial at the earliest opportunity following the appearance of the witness at trial.

* When the Rizzo trial has been concluded, and consistent with our obligations under Rule 6 of the Federal Rules of Criminal Procedure and other pertinent government privileges, we will lend the Commission Federal Bureau of Investigation (FBI) witness interview reports (FD-302's) of persons interviewed during the FBI's investigation of the Rizzo case whom the Commission identifies to us it believes possess factual information bearing on FEC enforcement matters arising out Nicholas Rizzo's activities on behalf of the Tsongas Campaign.

* Finally, when the Rizzo trial has been concluded, and consistent with our obligations under Rule 6 of the Federal Rules of Criminal Procedure and other pertinent government privileges, we will respond to generalized factual inquiries concerning

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information contained in the Department's investigative files arising out of the Rizzo case.

Your kind help and counsel in this important matter is appreciated. Should you, your staff, or any of the Commissioners have questions concerning this request, I am at your disposal to assist you further in any way I can.

Sincerely,

Craig C. Donsanto
Director, Election Crimes Branch
Public Integrity Section
Criminal Division

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FOLEY, HOAG & ELIOT
ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
TELEPHONE: (617) 482-1390
CABLE ADDRESS "FOLEYHOAG"
TELECOPIER (617) 482-7347
TELEX 940693

IN WASHINGTON, D.C.
1615 L STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 775-0600

GREGORY T. MOFFATT

Aug 31 9 37 AM '93

August 30, 1993

By Federal Express

Kristen R.L. Fraser, Esq.
Federal Election Commission
999 E Street, N.W.
Washington, DC 20463

Re: Matter Under Review 3585

Dear Ms. Fraser:

Enclosed please find documents responsive to the subpoena duces tecum served upon David L. Goldman in reference to the above-captioned Matter Under Review. The document numbers are as follows:

Category One

Documents numbered 1001851 - 1002025. (These documents were discovered to be held by a Tsongas Committee staff person.) They are produced in addition to documents previously produced in response to Category One.

Category Seven

Documents numbered 7000001 - 7000177. These documents respond to the fourth Category listed in the subpoena served upon Mr. Goldman. This category did not appear on any previous subpoena duces tecum.

No additional documents were found in any other category.

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If I can be of assistance with regard to these documents or any documents previously produced, please feel free to contact me.

Sincerely yours,

Gregory T. Moffatt

Enclosures

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4-29-92

Convention / Notes

Platform

→ Freedom of Choice Act
Const. Amendment on Balanced Budget
These transcend politics - moral, ethical.
Middle class tax cut → fight it don't initiate.
They've got the votes + cards.

Brown may go at platform - flat tax, campaign contrib. limits.
Cld do coalition w/ Brown.

Carbone wants to be good one for Platform Drafting Comm.
Van Dyke → by May 15 / Ron Brown
Non-voting members on Platform, Rules, Credentials, Arrangements
→ Phil Stanley

Credentials → DNC members as delegates.

DN → Hotel - how many, workspace, PT events

→ NY - DN, JE, PS
Sheraton Manhattan weekend rate 109 ; rate for us 140-160.
Convention shld have lower rates (DG).
What we'll need - 6 trackpons
NYU dorms 30/nite - double air conditioned.

TCF-1001851

9704378441

NR - dozen rooms.
Limo for PT - or car + driver
Shld be car + driver for NR, DK.
NR shld have FR plan for convention.
" shld have FR dollars to pay for ~~[redacted]~~
hospitality event.

People used to seeing VP for solid year.

Ted Van Dyke

Industrial policy
Oppose any gratuitous middle income tax cuts
Scaling back entitlement benefits for upper income recipients

9704378447 2

350 Revere Beach Blvd.
Revere, MA 02151

June 15, 1992

The Tsongas Committee
Two Oliver Street
Boston, MA 02101-4504

To Whom It May Concern:

This is to acknowledge that I received check #1687 for $1703.35 from the Tsongas Committee as reimbursement for campaign-related expenses for the months of Sept., Oct.,Nov., Dec. 1991. All original receipts were turned into the Committee at the end of each month. I did not make copies of those original receipts.

Sincerely,

Beth A. Cataldo

9704378443

DATE 12/31/91

DISBURSEMENT

THE TSONGAS COMMITTEE

P.O. BOX 2104
ANDOVER, MA 01810

TO:

NAME Beth Cataldo

ADDRESS 350 Revere Beach Blvd Apt 9-9C
Revere, MA 02151

INVOICE/STATEMENT NO. AH

CHECK NO. 1687

AMOUNT 1703.35

PURPOSE

Apt to Dec. 91
Travel Expenses

AUTHORIZED: ML

DISBURSED: CD

Photo of Check to Be Attached

TCP-1001854

9700437884474

1 ☐ TV, RADIO 4 ☐ PRINTING 7 ☐ SIGNS OR DISPLAYS 2 ☐ NEWSPAPER 5 ☐ OFFICE 8 ☐ TRANSFER OF FUNDS 3 ☐ MEETINGS 6 ☐ TRAVEL 9 ☐ OTHER	
☐ GENERAL ☐ FUND RAISING	SPECIFIC PURPOSE (MANDATORY)

1687

59-235/113

December 31 19 91

PAY TO THE ORDER OF One Thousand Seven Hundred Three and ----------35/100 DOLLARS $ 1703.35

Beth Cataldo
350 Revere Beach Blvd.
Apt. #9-9C
Revere, MA 02151

BAYBANK MIDDLESEX
MASSACHUSETTS

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

Carla Marie Cooper

The Tsongas Committee
Office:
2 Oliver Street
Boston, MA 02109
(617) 422-0100

Mailing Address:
Post Office Box 4504
Boston, MA 02101-4504

Expenses for the following months:

September	$105.01
October	$339.35
November	$557.44
December	$702.33
	$1,703.35

9704337 8444335

DEMOCRAT FOR PRESIDENT Tsongas

DATE 8-21-91

DISBURSEMENT

THE TSONGAS COMMITTEE
P.O. BOX 2104
ANDOVER, MA 01810

TO:

NAME Beth Cataldo

ADDRESS

INVOICE/STATEMENT NO.

CHECK NO.

AMOUNT 105.01

PURPOSE F.R. Meetings

AUTHORIZED: D L Golden

DISBURSED:

Photo of Check to Be Attached

TCP-1001855

970433/8446

5310

MEMORANDUM

To: Nick Rizzo

From: Beth A. Cataldo

Date: August 18, 1991

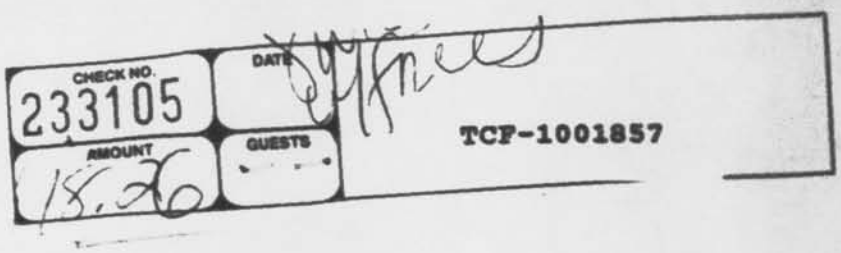
Re: Expenses--D. Boutris

Nick:

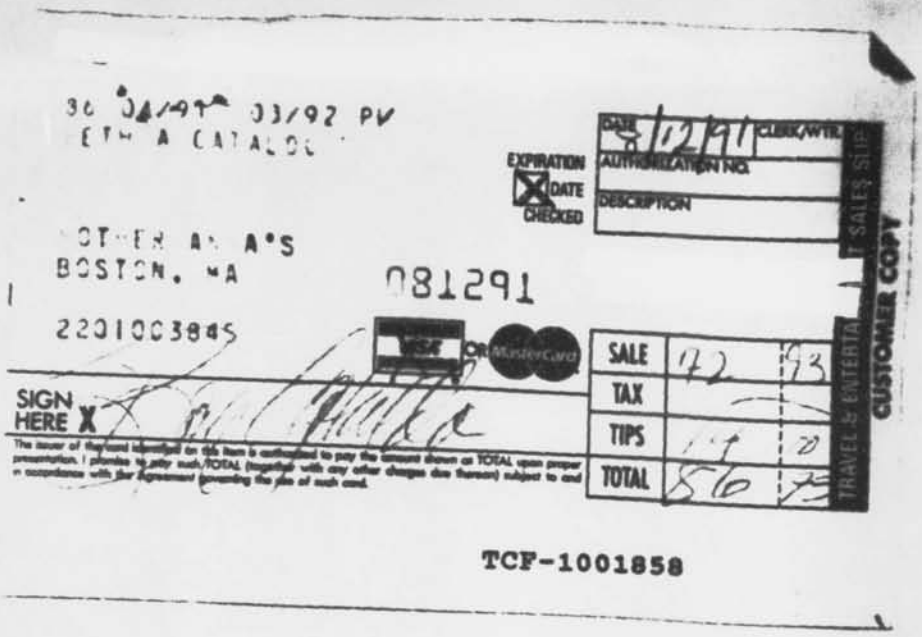
Attached please find receipts totaling $105.01 for which I am seeking reinbursement. This money was spent taking Demetri and various members of the staff out to lunch and dinner during his recent stay in Boston.

BAC

9704337844427



9704378448



30 04/92 03/92 PV
ETH A CATALOG

EXPIRATION DATE CHECKED

DATE 10/29/91 CLERK/WTR.
AUTHORIZATION NO.
DESCRIPTION

T SALES SLIP

CUSTOMER COPY

OTHER ARTS
BOSTON, MA

081291

2201003845

VISA OR MasterCard

SALE 42 93
TAX
TIPS 7 00
TOTAL 56 75

TRAVEL & ENTERTA

SIGN HERE X

The issuer of the card identified on this item is authorized to pay the amount shown as TOTAL upon proper presentation. I promise to pay such TOTAL (together with any other charges due thereon) subject to and in accordance with the Agreement governing the use of such card.

TCF-1001858

97043/8449

9704378444C

TOTAL: 406.33

Receipts attached

Tsongas Expense Report

Date: 10/28/91

Name: Beth Catalbo

Address: 350 Revere Beach Blvd #4-9C

Revere MA 02

DATE	CITY, STATE	ITEMIZED EXPENSES (air, car rental, lodging, etc.)	PAID/DIRECT BILL	PAY ME
9/27/91	Chicago, IL	66.98 lodging		✓
8/6-9/12	Boston, MA	134.11 Telephone Calls		✓
9/25	Boston, MA	21.00 Taxi from Airport		✓
9/25	NY	25.00 Taxi		✓
9/25	NY	20.00 Taxi		✓
9/27	NY	25.00 Taxi to Airport		✓
9/26	NY	16.75 Taxi		✓
9/27	NY	9.11 Telephone Calls		✓
8/21	Boston MA	16.00 Baseballs · Coffee · 600 Club		✓

Submitted by: B Catalbo Dept Head: B Catalbo Auth by Finance: _____

Attach supporting invoices/receipts

Expense form plus supporting materials must be received at HQ within 60 days.

TCF-1001859

9704378441

p. 2

Tsongas Expense Report

Name: Beth

Address:

Date: 10/28

DATE	CITY, STATE	ITEMIZED EXPENSES (air, car rental, lodging, etc.)	PAID/DIRECT BILL	PAY ME
9/26/91	NY NY	Parker Meridien Lodging 176.00		✓
9/26/91	NY NY	Taxi 4.25		✓
8/21/91	Boston, MA.	12.97 Breakfast meeting		✓
9/28	Chicago, IL	33.27 Claridge Hotel		✓
9/29	Chicago IL	21.00 Taxi		✓
9/27-9/29	NY NY Chicago	10.00 Tips		✓
			$557.44	

Submitted by: _____ Dept Head: _____ Auth by Finance: _____

Attach supporting invoices/receipts

Expense form plus supporting materials must be received at HQ within 60 days.

TCF-1001860

MEMO FROM

BETH A. CATALDO 10-14-91

Telephone Calls - - (campaign related)

(receipts attached)

Total: 134.11

TCF-1001861

9704378444 2

9704378443

9704317844144

[redacted]

New England Telephone
A NYNEX Company

02151
CCR37

IF YOU HAVE QUESTIONS ABOUT THE NEW ENGLAND TELEPHONE PORTION OF YOUR BILL PLEASE CALL 1 (508) 741-1030

TO ORDER OR CHANGE YOUR SERVICE CALL 1 (508) 741-1030

FOR REPAIR SERVICE 1 555-1611

ACCOUNT NO.

BILLING PERIOD: AUGUST 6-SEPTEMBER 5, 1991

NO CHARGE APPLIES on calls to any of the above telephone numbers if placed from within the **617/508** area codes.

NEW ENGLAND TELEPHONE PROVIDES LOCAL AND LONG DISTANCE SERVICE WITHIN AND BETWEEN THE 617/508 AREA CODES.

Itemization of Account

New Charges

▶ **Monthly Charges** 28.17

▶ **Calling Services**

• ITEMIZED CALLS

NO	DATE	TIME	PLACE		*	MIN:SEC	AMOUNT
1.	AUG 6	432PM	FOXBORO	MA	DE	1	.320
2	AUG 6	432PM	ANDOVER	MA	DE	1	.320
3	AUG 15	837PM	FOXBORO	MA	EE	1	.208
4	AUG 15	854PM	ANDOVER	MA	EE	90	8.307
5	SEP 3	700PM	FOXBORO	MA	EE	1	.208
CALLING CARD							
6.	AUG 5	854AM	JACKSON	NH	DC	4	1.70
			FROM DOVER	NH			.10
7.	AUG 5	1050AM	JACKSON	NH	DC	2	.74
			FROM NO CONWAY	NH			.04
8.	AUG 6	353PM	REVERE	MA	DG	1	.630
			FROM REVERE	MA	EG	2	.785
9.	AUG 29	714PM	FOXBORO	MA			
			FROM EASTBOSTON	MA			

9 7 0 4 3 7 8 4 4 1 5

TELECOM*USA

NCC PAGE 1 OF 1

02151
CCR37

IF YOU HAVE QUESTIONS ABOUT THE TELECOM*USA PORTION OF YOUR BILL PLEASE CALL 1 (508) 741-1030

ACCOUNT NO.

BILLING PERIOD: AUGUST 6-SEPTEMBER 5, 1991

TELECOM*USA PROVIDES LONG DISTANCE SERVICE FOR CALLS BEYOND THE 617/508 AREA CODES.

Itemization of Account

New Charges

▶ Calling Services

• ITEMIZED CALLS

NO.	DATE	TIME	PLACE		*	MIN:SEC	AMOUNT
CALLING CARD							
1.	AUG 22	327PM	BOSTON	MA	DC	5	2.90
			FROM NASHVILLE	TN			
2.	AUG 22	332PM	CAMBRIDGE	MA	DC	1	1.90
			FROM NASHVILLE	TN			

* DC *DAY CALLING CARD*

TOTAL OF CALLING SERVICES 4.80

▶ **Total Tax**— FEDERAL 14

TOTAL NEW CHARGES FOR TELECOM*USA 4.94

This portion of your bill is provided as a service to NCC. There is no connection between New England Telephone and NCC. You may choose another company for your long distance telephone calls while still receiving your local telephone service from New England Telephone.

9704378446

TCF-1001864

AT&T

02151
CCR37

ACCOUNT NO.

BILLING PERIOD: AUGUST 6-SEPTEMBER 5, 1991

Itemization of Account

TCP-1001865

• ITEMIZED CALLS CONTINUED

NO.	DATE	TIME	PLACE		•	MIN:SEC		AMOUNT
1.	AUG 25	806PM	EDDINGTON	PA	ED	1	#	.14
2.	AUG 26	1013PM	NEWARK	DE	ED	32	#	4.66
3.	SEP 3	706PM	MOODUS	CT	ED	1	#	.14
4.	SEP 4	930AM	MOODUS	CT	DD	1	#	.21
5.	SEP 4	938AM	NEW YORK	NY	DD	3	#	.63
6.	SEP 4	940AM	NEW YORK	NY	DD	1	#	.21
CALLING CARD								
7.	AUG 5	207PM	BOSTON FROM TWIN MT	MA NH	DS	3	#	2.35
8.	AUG 22	136PM	BOSTON FROM CLEVELAND	MA OH	DC	8	#	2.71
9.	AUG 22	237PM	ANDOVER FROM NASHVILLE	MA TN	DC	1	#	1.05
10.	AUG 22	239PM	DALLAS FROM NASHVILLE	TX TN	DC	5	#	1.99
11.	AUG 22	926PM	REVERE FROM CORAOPOLIS	MA PA	EC	2	#	1.11
12.	AUG 22	929PM	CHICAGO FROM CORAOPOLIS	IL PA	EC	1	#	.95

9704378447

▶ Calling Services

- **ITEMIZED CALLS**

NO.	DATE	TIME	PLACE		*	MIN:SEC		AMOUNT
1.	AUG 6	733PM	DES MOINES	IA	ED	23	#	3.44
2.	AUG 6	755PM	NEW YORK	NY	ED	1	#	.14
3.	AUG 13	811AM	NEW YORK	NY	DD	4	#	.84
4.	AUG 14	829AM	NEW YORK	NY	DD	17	#	3.57
5.	AUG 14	1021AM	OAK PARK	IL	DD	25	#	5.75
6.	AUG 14	1049AM	NEW YORK	NY	DD	3	#	.63
7.	AUG 14	1051AM	DES MOINES	IA	DD	24	#	5.85
8.	AUG 14	1119AM	NEW YORK	NY	DD	1	#	.21
9.	AUG 14	1124AM	HYATTSVL	MD	DD	12	#	2.76
10.	AUG 14	1137AM	HYATTSVL	MD	DD	4	#	.92
11.	AUG 14	1143AM	PHILA	PA	DD	1	#	.21
12.	AUG 14	1200PM	AUSTIN	TX	DD	2	#	.48
13.	AUG 14	1202PM	AUSTIN	TX	DD	12	#	2.92
14.	AUG 14	633PM	NEW YORK	NY	ED	7	#	1.01
15.	AUG 14	640PM	OAK PARK	IL	ED	16	#	2.39
16.	AUG 14	730PM	HYATTSVL	MD	ED	1	#	.14
17.	AUG 15	1024PM	NAPERVILLE	IL	ED	28	#	4.18
18.	AUG 18	1248PM	NEW YORK	NY	ND	28	#	3.42
19.	AUG 19	1018PM	NEW YORK	NY	ED	1	#	.14
20.	AUG 21	1037PM	DALLAS	TX	ED	1	#	.14
21.	AUG 23	1133PM	CHICAGO	IL	ND	1	#	.13

TCF-1001866

9704378418

▶ Calling Services

- **ITEMIZED CALLS**

NO.	DATE	TIME	PLACE		*	MIN:SEC		AMOUNT
1.	JUL 13	1257PM	CHICAGO	IL	ND	4	#	.52
2.	JUL 13	141PM	NEW YORK	NY	ND	11	#	1.34
3.	JUL 13	1125PM	CHICAGO	IL	ND	1	#	.13
4.	JUL 15	1013PM	NEW YORK	NY	ED	36	#	5.22
5.	JUL 16	1030PM	CHICAGO	IL	EDM	46	#	6.57
6.	JUL 16	1116PM	CHICAGO	IL	ND	2	#	.26
7.	JUL 16	1121PM	NEW YORK	NY	ND	1	#	.12
8.	JUL 16	1124PM	HOLLY OAK	DE	ND	29	#	3.64
9.	JUL 17	926PM	OAK PARK	IL	ED	3	#	.44
10.	JUL 17	929PM	CHICAGO	IL	ED	15	#	2.24
11.	JUL 17	1110PM	NEW YORK	NY	ND	1	#	.12
12.	JUL 17	1115PM	HOLLY OAK	DE	ND	6	#	.75
13.	JUL 19	435PM	NEW YORK	NY	DD	1	#	.21
14.	JUL 21	445PM	NEW YORK	NY	NDM	15	#	1.83
	CALL CONTINUED		NIGHT RATE			28	#	4.06
15.	JUL 21	545PM	NEW YORK	NY	ED	3	#	.43
16.	JUL 21	547PM	QUEENS	NY	ED	1	#	.14
17.	JUL 28	214PM	NAPERVILLE	IL	ND	1	#	.13
18.	JUL 28	1020PM	HOLLY OAK	DE	ED	1	#	.14
19.	JUL 30	1148PM	NO CONWAY	NH	ND	3	#	.36
20.	JUL 30	1152PM	NO CONWAY	NH	ND	1	#	.12
21.	JUL 31	1008PM	NAPERVILLE	IL	ED	7	#	1.04
22.	JUL 31	1022PM	CENTRAISLP	NY	ED	1	#	.14
23.	AUG 4	938PM	JACKSON	NH	ED	2	#	.29
CALLING CARD								
24.	JUN 29	537PM	WOBURN	MA	NC	5	#	1.40
			FROM SEABROOK	NH				
25.	JUN 29	543PM	BOSTON	MA	NC	3	#	1.16
			FROM SEABROOK	NH				

TCF-1001867

9704378444 19

ACCOUNT NO.

BILLING PERIOD: JULY 6-AUGUST 5, 1991

Itemization of Account

TCF-1001868

• **ITEMIZED CALLS** CONTINUED

NO.	DATE	TIME	PLACE		*	MIN:SEC		AMOUNT
1.	JUL 15	158PM	RICHMOND	VA	DC	1	#	1.04
			FROM BOSTON	MA				
2.	JUL 15	239PM	WASHINGTON	DC	DC	1	#	1.03
			FROM BOSTON	MA				
3.	JUL 15	327PM	CHICAGO	IL	DC	3	#	1.51
			FROM BOSTON	MA				
4.	JUL 15	404PM	WASHINGTON	DC	DC	1	#	1.03
			FROM BOSTON	MA				
5.	JUL 15	528PM	WASHINGTON	DC	EC	1	#	.95
			FROM BOSTON	MA				
6.	JUL 15	530PM	CHICAGO	IL	EC	12	#	2.69
			FROM BOSTON	MA				
7.	JUL 16	926AM	WASHINGTON	DC	DC	1	#	1.03
			FROM BOSTON	MA				
8.	JUL 17	503PM	PORTLAND	OR	EC	1	#	.95
			FROM BOSTON	MA				
9.	JUL 22	307PM	DES MOINES	IA	DC	26	#	7.30
			FROM BOSTON	MA				
10.	JUL 28	352PM	HOLLY OAK	DE	NC	4	#	1.30
			FROM CHICAGO	IL				
11.	JUL 29	311PM	DES MOINES	IA	DC	1	#	1.05
			FROM BOSTON	MA				

9704378445C

ITI We listen.

02151
CCR37

IF YOU HAVE QUESTIONS ABOUT
THE INTERNATIONAL TELECHARGE INC
PORTION OF YOUR BILL PLEASE
CALL 1 (508) 741-1030

ACCOUNT NO.

BILLING PERIOD: AUGUST 6-SEPTEMBER 5, 1991

TCF-1001869

INTERNATIONAL TELECHARGE INC PROVIDES LONG DISTANCE SERVICE
FOR CALLS BEYOND THE 617/508 AREA CODES.

Itemization of Account

New Charges

▶ Calling Services

• ITEMIZED CALLS

NO.	DATE	TIME	PLACE		*	MIN:SEC	AMOUNT
CALLING CARD							
1.	AUG 5	858AM	BOSTON	MA	DS	1	1.88
			FROM DOVER	NH			
2.	AUG 5	258PM	BOSTON	MA	DS	3	3.87
			FROM LITTLETON	NH			
3.	AUG 5	302PM	CHELSEA	MA	DS	3	3.87
			FROM LITTLETON	NH			
4.	AUG 6	819AM	REVERE	MA	DS	2	3.33
			FROM LITTLETON	NH			
5.	AUG 6	919AM	FOXBORO	MA	DS	1	2.79
			FROM LITTLETON	NH			

9704378451

ACCOUNT NO.

BILLING PERIOD: JULY 6-AUGUST 5, 1991

Itemization of Account

TCF-1001870

• **ITEMIZED CALLS** CONTINUED

NO.	DATE	TIME	PLACE	*	MIN:SEC	AMOUNT
1.	JUL 2	730PM	DES MOINES FROM EASTBOSTON	EC	1 #	.95
2.	JUL 2	731PM	DES MOINES FROM EASTBOSTON	EC	1 #	.95
3.	JUL 3	632PM	BONAPARTE FROM KEOSAUQUA	ES	1	1.51
4.	JUL 7	830PM	SIOUX FLS FROM DES MOINES	EC	2 #	.00 1.10
5.	JUL 8	316PM	WASHINGTON FROM BOSTON	DC	6 #	2.18
6.	JUL 9	218PM	DES MOINES FROM BOSTON	DC	1 #	1.05
7.	JUL 9	219PM	NEW YORK FROM BOSTON	DC	1 #	1.02
8.	JUL 9	519PM	DES MOINES FROM BOSTON	EC	1 #	.95
9.	JUL 9	855PM	MASON CITY FROM BOSTON	EC	11 #	2.54
10.	JUL 11	235PM	DES MOINES FROM BOSTON	DC	2 #	1.30
11.	JUL 11	237PM	DES MOINES FROM BOSTON	DC	1 #	1.05
12.	JUL 11	238PM	DES MOINES FROM BOSTON	DC	1 #	1.05
13.	JUL 12	1257PM	DES MOINES FROM BOSTON	DC	6 #	2.30
14.	JUL 12	107PM	CHICAGO FROM BOSTON	DC	1 #	1.04
15.	JUL 15	1137AM	DES MOINES FROM BOSTON	DC	8 #	2.80
16.	JUL 15	1159AM	CHICAGO FROM BOSTON	DC	1 #	1.04
17.	JUL 15	1252PM	WASHINGTON FROM BOSTON	DC	3 #	1.49
18.	JUL 15	1258PM	CHICAGO FROM BOSTON	DC	1 #	1.04
19.	JUL 15	100PM	WASHINGTON FROM BOSTON	DC	4 #	1.72
20.	JUL 15	148PM	WASHINGTON FROM BOSTON	DC	7 #	2.41
21.	JUL 15	156PM	WASHINGTON FROM BOSTON	DC	1 #	1.03
22.	JUL 15	157PM	WASHINGTON FROM BOSTON	DC	1 #	1.03

9704378445 2

Cardmember Account Number

03/90 THRU 03/92 90 AX

Cardmember

BETH A CATALDO [redacted]

Approval Code

75/22

Check or Bill Number

Service Establishment

CLARIDGE OTEL

119407

0212001226

3120507058

Date of Charge

092701

TCF-1001872

Merchandise / Services

Tax

Total 106 98

Any delayed charges are listed below

Type of Delayed Chg.

Amt. of Delayed Chg.

Revised Total

Cardmember Signature

X Beth Cataldo

Establishment agrees to transmit to American Express Travel Related Services Co., Inc. or Authorized Representative for payment. Merchandise and/or service purchased on this card shall not be resold or returned for cash refund.

Please Write Firmly

AMERICAN EXPRESS Cards

704652
Invoice Number

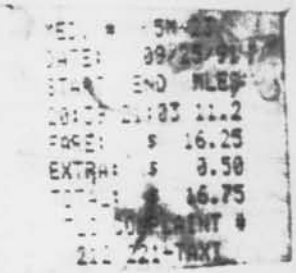
Cardmember Copy

Ptd. in U.S.A. 7/88 GAMEX

(3) 2026

97043784453

TCF-1001873



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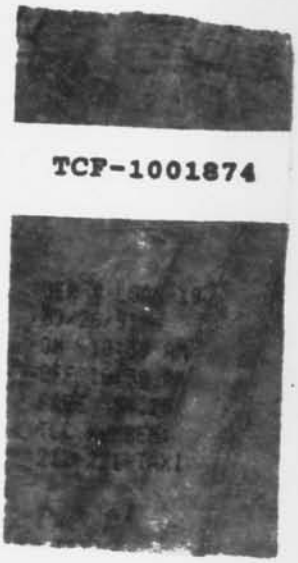


TCF-1001874

9704378455

TCF-1001675

Date 09-25 19 41

OFFICIAL

TAXI RECEIPT

FROM La Guardia

TO 59 St & 6th Hotel

FARE PAID 20¢

SIGNATURE K Hedman # SM23

97043178446

TCF-1001876

Date ..... 19.....

OFFICIAL

TAXI RECEIPT

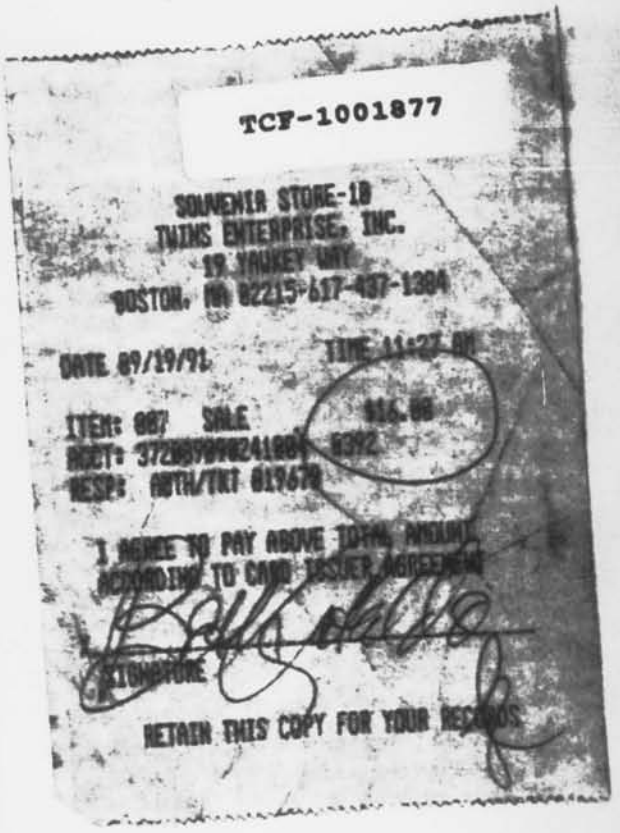
M .....

.....

FARE PAID $2.50

SIGNATURE .....

9704378445457



TCF-1001877

SOUVENIR STORE-1B
TWINS ENTERPRISE, INC.
19 YAWKEY WAY
BOSTON, MA 02215-617-437-1384

DATE 09/19/91 TIME 11:27 AM

ITEM: 007 SALE $16.00
ACCT: 372809908241004 6392
RESP: AUTH/TRT 019679

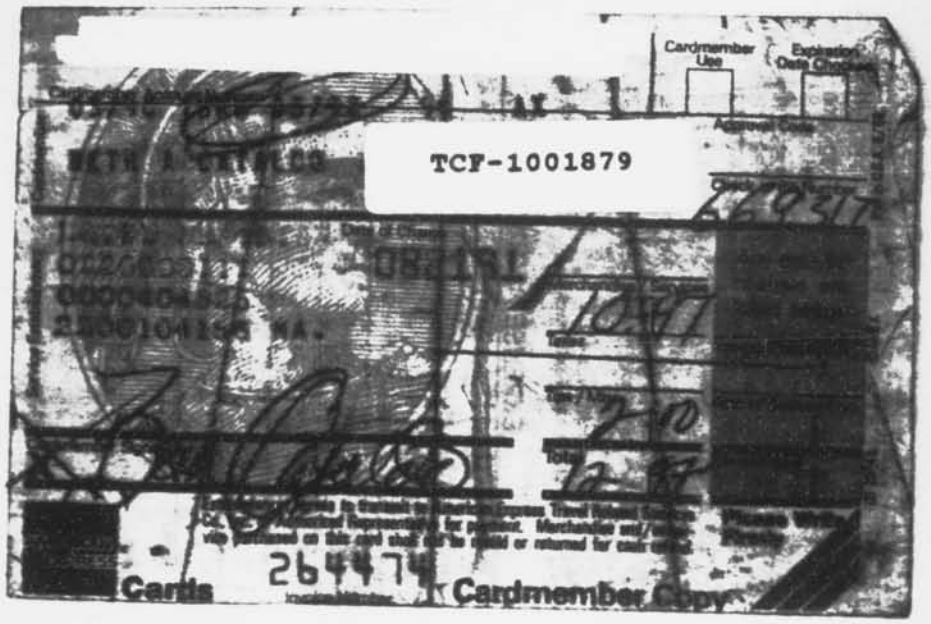
I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT

SIGNATURE

RETAIN THIS COPY FOR YOUR RECORDS

97043/8445 58

9 7 0 4 3 7 8 4 4 5 9



9704377844466

Y **RECEIPT**

TIME ____ A.M. P.M. DATE ____ 19 ____

Received from ____

for Cab Fare from Marriott Hotel

to LaGuardia

Driver ____ 25.00

Cab No. ____ Lease No. ____

YELLOW CAB COMPANY – CHICAGO
1730 So. Indiana Avenue, CHICAGO, IL 60616
Telephone 225-7440

GET A CAB IN MINUTES

TCF-1001880

T-A-X-I-C-A-B

(8 2 9-4 2 2 2)

• 24 HR. RADIO DISPATCHED

9704337-8444-1

Amount $ 21.00 Lic. No. _____

Cab No. _____

Time _____

Cab Company _____

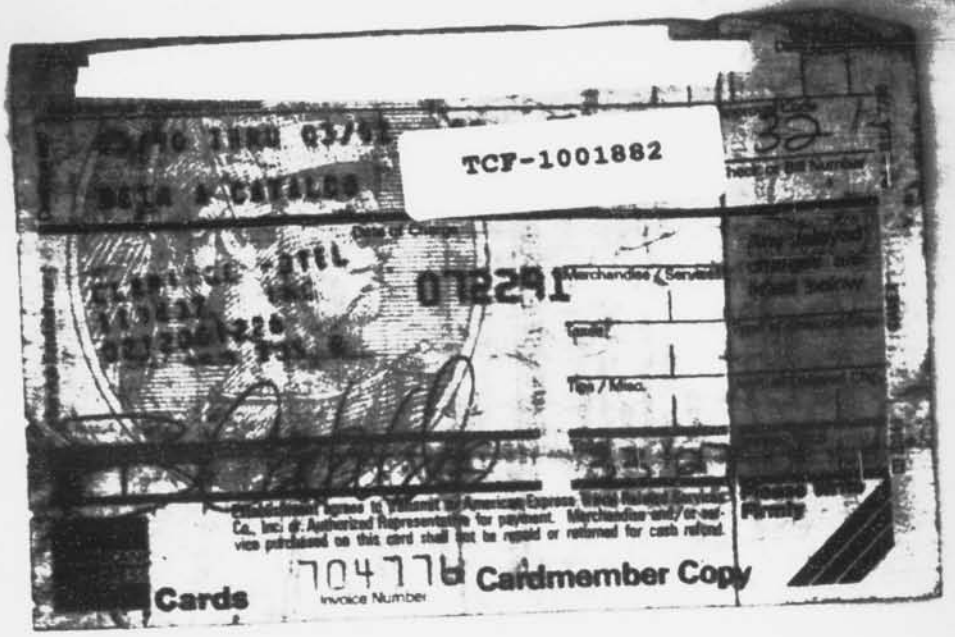
Cab Fare from Claridge

to airport

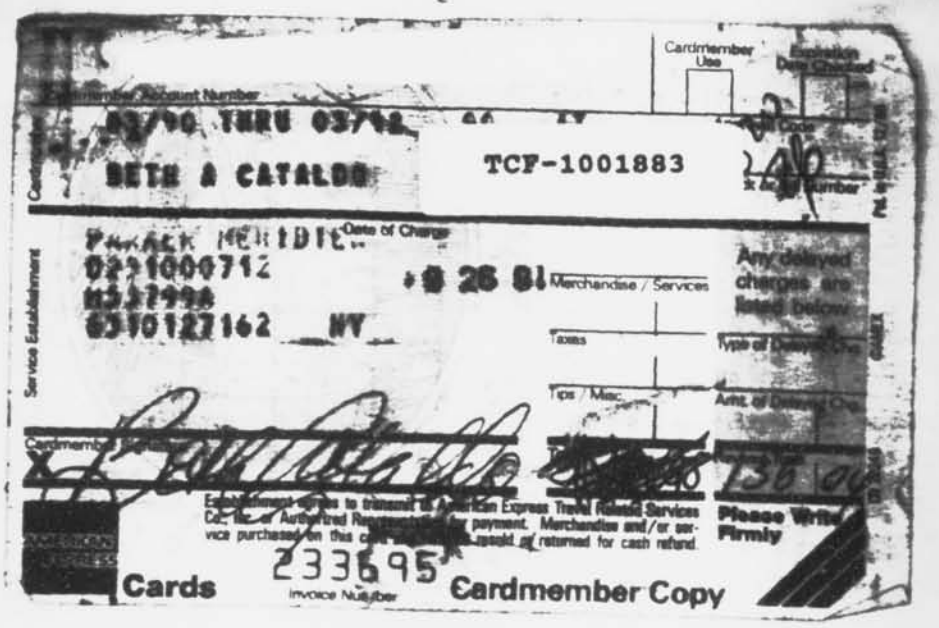
TCF-1001881 RECEIVED PAYMENT

PRINT NAME DRIVERS' NAME

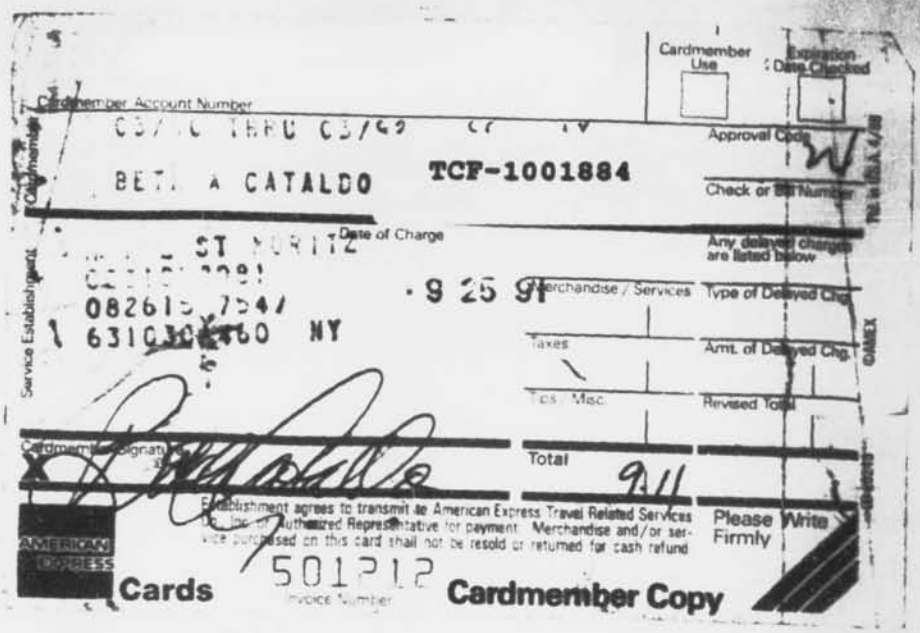
9704437/8444/2



9704337844433



9704337/8444554



Cardmember Use

Expiration Date Checked

Cardmember Account Number

03/ C THRU 03/99 CT TY

Approval Code W

BET. A CATALDO TCF-1001884

Check or ID Number

Service Establishment

ST MORITZ

Date of Charge

Any delayed charges are listed below

08261[illegible] 7547

1 631[illegible]60 NY

· 9 25 91

Merchandise / Services

Type of Delayed Chg.

Taxes

Amt. of Delayed Chg.

Tips, Misc.

Revised Total

Cardmember Signature

Total 911

Establishment agrees to transmit to American Express Travel Related Services Co., Inc. or Authorized Representative for payment. Merchandise and/or service purchased on this card shall not be resold or returned for cash refund

Please Write Firmly

AMERICAN EXPRESS Cards

501212

Invoice Number

Cardmember Copy

9704378445

ALDO BETH

ADDRESS: 12C AMERICAN EXPRESS TRAVEL
800 SOUTH ST
WALTHAM MA 02154
IATA

ARRIVAL: SEP | DEPARTURE:
AR: 25 | SHARING: R M C Tax | DEPOSIT: | GTD.
PRS: | CRE
CLERK: | MADE BY: LYNNE | PHONE:
SGL: X | DBL | TWIN | KING | QUEEN | SUITE | REMARKS: R J H
RATE: 135 | DATE: 9/24 | CLERK: RL

MEMO	DATE	REFERENCE	CHARGE	CREDITS	BALANCE	PICK-UP
					153.75	
					172.12	

TCF-1001885

SEE OTHER SIDE FOR CODE

LAST BALANCE IS AMOUNT DUE

COMPANY OR TRAVEL AGENT ADDRESS

I AGREE TO BE PERSONALLY LIABLE IF THE INDICATED PERSON, FIRM OR CORPORATION FAILS TO PAY ANY OF THE ABOVE CHARGES. I HAVE EXAMINED THE ABOVE CHARGES AND HAVE FOUND THEM TO BE CORRECT.

GUEST'S NAME _____

St. Moritz
ON - THE - PARK
50 CENTRAL PARK SOUTH
NEW YORK, NY 10019
PHONE (212) 755-5800
FAX (212) 751-2952

9703437/8444/6

CLARIDGE HOTEL
ON DEARBORN PARKWAY

1244 NORTH DEARBORN PARKWAY · CHICAGO, ILLINOIS 60610
312/787-4980

We appreciate your patronage, and we look forward to seeing you again in the near future.

Date	Reference	Description	Charges	Credits	Balance
09/27/91		1409 - ROOM CHARGE (	39.00		
09/27/91		ROOM TAX (12.4%)	4.84		
09/28/91	107220	CLARIDGE RESTAURANT	15.61		
09/28/91	12.08		2.03		
09/28/91	1409	MINI-BAR FOOD	5.50		
09/28/91	AX	AMEX		66.98	
		Balance Due			0.00

9704378446 7

TCF-1001886

Guest Signature: Beth Cataldo

Please Indicate Method of Payment
- ☐ American Express
- ☐ Visa
- ☐ Carte Blanche
- ☐ Mastercard
- ☐ Diners
- ☐ CASH
- ☐ ____________

Account Number	Page Number	Rate	Additional Rate	Arrival Date	Departure Date	Accom. Code	Number Persons	Advance Deposit or Prepayment
094037A	1	39.00		09/27/91	09/28/91	FYR	1	

CATALDO, BETH
COMIC RELIEF

Room Number	Room Number	Group	Telephone Number
1409			

Arrival Time ______ Departure Time ______

CLARIDGE HOTEL
ON DEARBORN PARKWAY
1244 NORTH DEARBORN PARKWAY
CHICAGO, ILLINOIS 60610
312/787-4980

ITEMIZED CALLS

NO.	*DATE	TIME	PLACE		*	MIN:SEC	AMOUNT
1.	JUL 15	1057PM	MANCHESTER	MA	EEM	14	1.006
2.	JUL 20	951AM	ANDOVER	MA	NE	9	.576
3.	JUL 27	142PM	MAYNARD	MA	NE	1	.128
CALLING CARD							
4.	JUL 7	833PM	COINCHARGE	IA	DC	1	.45
			FROM DES MOINES	IA			
5.	JUL 7	833PM	LOCAL OPR	IA	DC	1	.00
			FROM DES MOINES	IA			.60
6.	JUL 9	849PM	REVERE	MA	EG	2	.00
			FROM BOSTON	MA			.623
7.	JUL 9	944PM	REVERE	MA	EG	2	.623
			FROM BOSTON	MA			
8.	JUL 26	614PM	NAPERVILLE	IL	DC	2	.64
			FROM CHICAGO	IL			
9.	JUL 26	615PM	NORTHBROOK	IL	DC	2	.00
			FROM CHICAGO	IL			.64
10.	AUG 3	949PM	REVERE	MA	NG	2	.00
			FROM OSTERVILLE	MA			.736
11.	AUG 3	951PM	REVERE	MA	NG	1	.652
			FROM OSTERVILLE	MA			

* DC *DAY CALLING CARD* NE *NIGHT/WKND CUST DIALED*

TCF-1001871

9704378448

DATE 8/30/91

DISBURSEMENT

THE TSONGAS COMMITTEE

P.O. BOX 2104

ANDOVER, MA 01810

TO:

NAME Beth Cataldo

ADDRESS 350 Revere Beach Blvd.
Revere, MA 02151

INVOICE/STATEMENT NO. AH.

CHECK NO. 1387

AMOUNT 476.57

PURPOSE

Re: Travel

AUTHORIZED: (MJ)

DISBURSED: CD

TCF-1001887

Receipts Be Attached

9 7 0 4 3 3 1 8 4 4 4 9

1 ☐ TV, RADIO 4 ☐ PRINTING 7 ☐ SIGNS OR DISPLAYS 2 ☐ NEWSPAPER 5 ☐ OFFICE 8 ☐ TRANSFER OF FUNDS 3 ☐ MEETINGS 6 ☐ TRAVEL 9 ☐ OTHER	
☒ GENERAL ☐ FUND RAISING	SPECIFIC PURPOSE (MANDATORY)

1387

BAYBANK MIDDLESEX
MASSACHUSETTS

PAY TO THE ORDER OF Four Hundred Seventy Six and ----------57/100 DOLLARS $ 476.57

August 30 19 91

93-235/113

Beth Cataldo
350 Revere Beach Blvd.
Revere, MA 02151

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

Carla Maria Degnan

Expense Report

Name Beth Caballero

Period Ending May 31 19 91

DAY	City and State	Lodging	Transportation: Air, Rail, Etc	Transportation: Limousine, Car Rental, Etc	Automobile Expenses Itemize Below	Meals Itemize Business Meals Below: Breakfast	Meals: Lunch	Meals: Dinner	Local Taxi, Carfare, Tolls, Etc.	Entertainment Itemize Below	Miscellaneous Expenses Itemize Below	Daily Total
SUN	Des Moines,											
MON	Iowa											
TUE	↓											
WED	5/31				10 00	9 ~~00~~	10 ~~00~~		18 00			47 00
THU	5/28	34 16	[illegible]	21 48	54 3 00	7 ~~00~~			18 00			307 10
FRI	5/24				10 00	5 02	15 00	10 00	2 55		24 18	87 03
SAT	5/30				10 02	5 ~~00~~	10 00	10 02	2 84		16 00	
									1 00		11 08	64 93
	Totals										5 00	~~501 65~~

N.P. 416.57

Week's Expenses

Number of Days Away From Home 4½

Number of Days Away From Home on Personal Affairs

% of Total Days Away From Home Spent on Personal Affairs 0

Nature or Purpose of Travel Advance Trip to Iowa

Itemize All Reimbursable Expenses in Appropriate Blanks

Itemize on Reverse Side Those Expenses Not Reimbursed

TCF-1001888

Entertainment and Business Meals

Date	Name of Person(s) Entertained Company, Title	Time and Place	Nature and Purpose of Entertainment	Amount	% or $ Allocated to Business

Miscellaneous Expenses

Date	Items	Amount
5/29	Food for Van	29 48
5/30	Maps	11 08
5/30	Ice for Coolers	5 00
5/24	YMCA T-Shirt for Pete Cy	10 02

Automobile Expenses

Date	Mileage—Gas, Parking, Repairs, Etc	Amount
5/29	Gas	10 00
5/30	Gas	10 00
5/31	Gas	10 02

9 7 0 4 3 7 8 4 4 7 C

☐ Mail to ☐ Deduct From My Advance

Beth Caballero
350 Cedar Beach Blvd
Culver MA 02151

Signature Beth Caballero

Approved Dan R. Goldman

Wilson Jones

TCF-1001889

GUIDO'S

Breakfast

Restaurant Lounge

Hotel Savery
4th & Locust

DATE	TOTAL
5/23	7.00

9704378447 1

Lic. No. _____

Amount $ 18.00 Cab No. 1278

Time _____

Cab Company TOWN Taxi

Cab Fare from Airport

to Revere

Date _____ RECEIVED PAYMENT

TCF-1001890 L. Mitchell

PRINT NAME DRIVERS' NAME

97043784472

$300

MAY 28 91

TCF-1001891

9704437/8447 3

HY-VEE FOOD STORE
2700 INGERSOLL
DES MOINES IOWA

A HELPFUL SMILE
IN EVERY AISLE
STORE 6 05/29/91

HI DARCY H	.00H
K KLEAR ICE	.99D
COKE 12 PAK	2.49E
BTLDEP	.60D
CLASSIC COKE	2.49E
BTLDEP	.60D
NAPKINS	.77A
PAPER PLATES	.99A
PL CUPS	1.99E
SILVERWARE	.69A
RUFFLES	2.99D
BAKERY	1.00D
BOLD GOLD	1.19D
L M PLAIN	2.29E
STARBURSTS	1.39E
DELI	2.29E
DELI	1.69E
BANANAS	.30D
3138 .50LB	
1LB/ .59	
GRANNY APPLE	.80D
3011 .81LB	
1LB/ .99	
PEARS	.70D
3145 .50LB	
1LB/ 1.39	
PEACHES	1.22D
3++ .77LB	
1LB/ 1.59	
RED ROME	.93D
3014 .78LB	
1LB/ 1.19	
ORANGES	.40D
3139 .50LB	
1LB/ .79	
AX 1	.68H
TOTAL	29.48
CASH	30.00
CHANGE	.52

ST# 304 + 6.42PM

TCP-1001892

9706437/8444/74

TCF-1001893

CITY OF DES MOINES
4TH. & GRAND
AUDITOR #24
OUT 05/29/91 09:08
IN 05/28/91 23:46
FEE 1 $2.55
TOTAL-> $2.55
CASH $5.00
CHANGE $2.45
CASH PAID $2.55
THANK YOU
11895 4 80

9704337844475

TCF-1001894

GUIDO'S

Breakfast

Restaurant Lounge

Hotel Savery
4th & Locust

DATE	TOTAL
5/31	7.00

9704437844776

YOUR RECEIPT

THANK YOU

FCF-1001895

3-30-91.

2.047

3121

17-19

9704317844777

EVD Cit #II 5.30.91

YOUR RECEIPT

THANK YOU

TCF-1001896

01-28-00

R 61
H *4.95 1
R 6
H *3.10 1
R 7
H *2.50 1
*10.55 ST
-*0.53H 1

*11.08H

12-00
000-0022

9704378447 8

TCF-1001897

CITY OF DES MOINES
4TH. & GRAND
NIGHT EXIT
OUT 05/30/91 05:01
IN 05/29/91 21:58
FEE 1 $1.00
TOTAL-> $1.00
CASH $1.00
CHANGE $0.00
CASH PAID $1.00
THANK YOU
11227 3 G0

9704378479

TAXI FARE RECEIPT

18.50

Medallion No. _____ Date 4/28 Time _____

Company _____

Driver _____ Hackney No. _____

TCF-1001898

G'VANNI'S™

"The Little Principality"
G'Vanni's Restaurant
2 Prince St. (Boston's North End)
Boston, MA 02113
617-523-0107 or 720-3663

(Good for $5.00 off your lunch or dinner at G'VANNI'S)

9704378448C

TCF-1001899

The Card. Don't leave home without it.

Summary of Account

Please retain this portion for your files.

Cardmember Name
BETH A CATALDO

Account Number

Closing Date
06-09-91

For fast balance and payment information, call our automated service line at 1-800-292-AMEX using a touch tone phone. Please have your account number ready. If you have a question about your account, call 1-800-528-4800 (24 hours/7 days).

Previous Balance	Credits/Payments	New Charges	New Balance

Amex Ref. No.	Item No.	Listing of Charges and Credits		Charges	Credits
835150-0					
193136-1	001				
510142-1	002				
950159-1	003	GUIDO'S DES MOINES IA	INV#322012	29.15	
501131-1	004				
666133-1	005				
501148-1	006				
501149-1	007				
495152-1	008	HERTZ CAR RENTAL DES MOINES	IA		
		R/A# 881601766 HERTZ CAR RENTAL	05/28/91	248.54	

Payments or credits received after closing date above will appear on next month's statement.

Call 1-900-WEATHER to help plan your summer travel. Beach reports are now available. (95¢/min. will be charged to your phone bill).

Please see reverse side for important information.

TRAVEL RELATED SERVICES
An American Express company

9704378494831

TSONGAS FOR PRESIDENT
California Campaign Offices:
3472 Oak Glen Drive
Los Angeles, CA 90068
(213) 620-7730
(213) 874-0662

(213) 617-2205 - Facsimile

DEMETRIOS A. BOUTRIS
California Campaign Director

DEMOCRAT FOR PRESIDENT
Tsongas

SENT BY FACSIMILE TRANSMISSION

DATE: 10/2/91

NO. OF PAGES: 2

FAX TO: 617 261 6575

PLEASE DELIVER TO: DENNIS KAMIN

DK:

I think we may get ~~—~~ office space donated (Bev. Hills adjacent; 2 room suite + bath; 1 pkg space). I will do a "drive-by" tonight & try to "walk through" it tomorrow or Mon. (when I get back from PET's Berkeley/Diablo excursion) — Query: are there any FEC reporting problems? (i.e., do we need to value the donation at some amt

9704337/84432

1 once the donor(s) max's out we pay a nominal/token amount?)

(FYI, # 1 is told the property is owned <u>individually</u> not through a corporation — so, no corp. contribn issue.) —

Pls let me know — I'll be at 213/[redacted]874-0662 'til noon L.A. time (then I'm off to Oakland) —

Best —

D —

cc N. Rizzo —
D. Goldman -

9700433/8444833

TSONGAS FOR PRESIDENT
California Campaign Offices:
3472 Oak Glen Drive
Los Angeles, CA 90068
~~(213) 620-7730~~
(213) 874-0662

~~(213) 619-2205 - Facsimile~~

DEMETRIOS A. BOUTRIS
California Campaign Director

DEMOCRAT FOR PRESIDENT
Tsongas

SENT BY FACSIMILE TRANSMISSION

DATE: 10/1

NO. OF PAGES: 8

FAX TO: 508/475-0862

PLEASE DELIVER TO: NICK RIZZO

9704337884434

TCF-1001902

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Los Angeles, CA 90068
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(213) 874-0662

(213) 617-2205 - Facsimile

DEMETRIOS A. BOUTRIS
California Campaign Director

DEMOCRAT FOR PRESIDENT
Tsongas

10/1/91

Nick + Beth

FYI, a progress rep't on the $$ from CA — Transmitted are latest drafts of rec'd/ amt's due for each event.

Obviously, the Sotiri K event was the best — (All in $ 10.25 K for ≈ $300 cost of meal —)

The Boulhoutsos event looks like ≈ $ 5,600 in but some checks may still be in the mail —

The Bernard's lunch is $900 in w/ $3,600 still out — I'm pretty confident that $2,500 will come in ——— (Cost was ≈ $220)

TCF-1001903

9704378485

Mail/DB direct hits is only
¢1,425 — Hopefully, this will ↑
as PET gets exposure in the press.
(Cost was ¢ — Borne by DB for mail)

Best —

Demetri —

9704431/8494336

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California Campaign Offices:
3472 Oak Glen Drive
Los Angeles, CA 90068
(213) 620-7730
(213) 874-0662

(213) 617-2205 - Facsimile

DEMETRIOS A. BOUTRIS
California Campaign Director

DEMOCRAT FOR PRESIDENT
Tsongas

SENT BY FACSIMILE TRANSMISSION

DATE: 10/1

NO. OF PAGES: _____

FAX TO: 508/475-0862

PLEASE DELIVER TO: Nick Rizzo

Uncle Nick-

I read you loud & clear & have already contacted Roland + Goldman - Also, as I have been doing, costs are at a minimum —

But, for the record, if we use your figure of $550/~~week~~ expenses (assuming that event

TCF-1001905

9704378447

costs, cars per national, etc are not included in that) that works out to $2200 / month -

This is only $150 / month more than what you & Dennis K. approved in proposal in August as reasonable expenses. (The exhibit w/ start-up budget projections is attached) —

Bottom line: I hear you & will do — Pls note however that I'm within the parameters of what we talked about —

Best regards —

D —

TCF-1001906

9704378448838

Attachment I

TSONGAS '92 CALIFORNIA CAMPAIGN
START-UP STAGE BUDGET: OCTOBER

(All figures are estimates and subject to change.)
(NB: Contains one-time and costs, deposits, etc.)

Staff monthly salaries:

CA Chair	$5,000/month
~~CA Fin. Dir.~~	~~$4,000/month (Estimated)~~
Total	$9,500

CA Chair monthly expenses:

3 air trips w/in CA	$ 450/month
Car gasoline	$ 250/month
Hotel, Meals	$ 750/month
Airport Parking	$ 100/month
Telephone	$ 500/month
Total	$2,050

Office rental:

One room office	$ 500-900/month
Deposit (2 mos)	$1,000-$1,800
Parking (2 sps)	$ 180/month
Total	$1,680-2,880

Office phones:

Purchase of 2 phones	$ 100
3 lines & deposit	$ 900
Usage (appx. 1 mo)	$ 500
Total	$1,500

Facsimile Machine:

Fax machine	$ 200/month
Deposit (2 mos)	$ 400
Total	$ 800

9704384439

Computers:

PC, Monitor & Printer	$ 400/month	
Deposit (2 mos)	$ 800	
Consultant	$ 50	($250 until January)
Printer cartridges	$ 160	
Diskettes	$ 20	
Total		**$1,430**

Office supplies:

Miscellaneous	$ 200	
Total		**$ 200**

START-UP GRAND TOTAL **$17,160-$18,360**

9704378440C

TSONGAS FOR PRESIDENT
California Campaign Offices:
3472 Oak Glen Drive
Los Angeles, CA 90068
~~*(818) 620-7720*~~
(213) 874-0662

~~*(818) 627-2203 - Facsimile*~~

DEMETRIOS A. BOUTRIS
California Campaign Director

DEMOCRAT FOR PRESIDENT
Tsongas

9130191

Dear Nick.

Although I'll be at the office Tues. + Wed., today is my last day at White & Case. Thursday I go up to Oakland to advance PET's Berkeley speech and the Dynamis event. (As Dennis suggested, I put the arm on Satiri K. to commit to $20K but he'd have none of it — He said $10k and maybe better...)

Anyway, I'll be working out of my study from Monday the 7th on and, as I discussed with you a/

9706433/8444211

I think the Dynamis event will be a good one - I've been trying to do a breakfast for Sat, Oct. 5 but no good response yet. I have calls into Evan Dobelle but we'll see what he can do. (Sklar is out of town & I'm not sure whether the Samuage sisters can do anything on Oct. 5). I'll keep you advised —

Best regards —

D —

P.S. - I hope your daughter is better. Pls don't hesitate to call me if there's anything I can do out here for you or your family —

9750437884402

TO: Nick Rizzo

FAX NUMBER:

FROM: Pam/Sched.

DATE: 9-30

NUMBER OF PAGES (INCLUDING COVER SHEET): 2

PAUL E. TSONGAS
FOR PRESIDENT

FAX

9704378423

TCF-1001911

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL (617) 422-0100

Paid for and authorized by the Tsongas Committee

CONFERENCE REPORT ON VA, HUD, AND INDEPENDENT AGENCIES APPROPRIATIONS FOR FISCAL YEAR 1992

The following language is to be added under the heading "Annual Contributions for Assisted Housing":

758
2487

"Of the amounts provided under this heading for certi under section 8(b) (42 U.S.C. 1437f) a sufficient amount s set aside for 125 certificates to be used in accordanc section 803(h) of Public Law 101-625 by Gardner, Massachusetts."

9704378444

Post-it™ brand fax transmittal memo 7671	# of pages ▸ 1
To A. Rizzo	From B. Berg
Co.	Co.
Dept.	Phone #
Fax #	Fax #

TSONGAS FOR PRESIDENT
California Campaign Offices:
3472 Oak Glen Drive
Los Angeles, CA 90068
(213) 874-0662

DEMETRIOS A. BOUTRIS
California Campaign Director

DEMOCRAT FOR PRESIDENT
Tsongas

508/475-0862

TO: NICK RIZZO

9704337/844425

THE TSONGAS COMMITTEE
FAX 508-475-0862

FAX COVER SHEET

DATE 8/01/91

TO: D. BOUTRIS

FAX NO. 213-617-2205

FROM N. RIZZO

TOTAL PAGES SENT: 3 INCLUDING COVER SHEET

MESSAGE:

NOTIFY HORAITES THAT HIS INVITATION IS TOO LATE. SEPT. SCHEDULE IS DONE. TELL HIM PET WILL BE IN LATER IN SEPT.

IF HE WILL AGREE, YOU TO REPRESENT PET AND LETTER WILL BE SENT FOR YOU TO READ DLS ADVISE!

TCF-1001914

POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE: (508) 475-0862

9704431/8444206

87th Pan-Icarian National Convention

Pan-Icarian Brotherhood of America
Chapter "Oinoe" No. 14 - Southern California
2041 LeDroit Drive, South Pasadena, CA 91030

CHAIRMAN
George Achedafty (818) 285-4047

VICE-CHAIRMAN
Anthony Horaites (818) 282-0521

HONORARY CHAIRMEN
Sarantos Pastis
Louis Tripodes

ALBUM
Gregory Karaptis (818) 281-1669
Constantinos Yiakas (213) 378-3984

CHURCH
Bill Malachias (714) 596-1503

FINANCE
James Borrino (213) 876-3684
Gary Charnas

GRAND BANQUET/BALL
Bessie Borrino (213) 876-3684
Leah Pastis
Clara Sepon

HOSPITALITY
Vange Malachias (714) 596-1503
Koula Tripodes

ICARIAN GLENDI
Paul & Maria Katsos (213) 322-2685

PHOTOGRAPHY/VIDEO
Harry Emmanou (818) 449-0943
Themis Kasaras
George Vassilakos

PUBLICITY
Konstantine Papadakis (818) 799-3634
Konstantinos Frangos
Steve Pastis
Nikitas Tripodes

RAFFLE
Steven Tripodes (818) 449-0966
Konstantinos Frangos

RECOGNITION LUNCHEON
Steven Tripodes (818) 449-0966

REGISTRATION
Argyro Yiakas (213) 378-3984
Marcia Mavredakis
Mary Kay Achedafty
Dean and Nikos Yiakas
Alexa and Nicole Naletsas
Maria Kanas

SOUVENIRS
Gary & Athena Charnas (818) 799-4332
Argyro Yiakas

SPECIAL EVENTS
Constantine Horaites (818) 282-0521

TRANSPORTATION & TOURS
Georgia Tripodes (818) 799-2656

WELCOME DANCE
Gus & Mary Lukios (818) 287-0242

July 26, 1991

Paul E. Tsongas
The Tsongas Committee
Post Office Box 2104
Andover, Massachusetts 01810

Dear Paul Tsongas:

On behalf of the 87th Pan-Icarian National Convention Committee I am honored and pleased to invite you to attend the Grand Banquet and Ball to be held at the 87th National Convention of the Pan-Icarian Brotherhood and Foundation. This formal affair will be held on Sunday night September 1, 1991 at the Hyatt Regency in Long Beach, California.

The Pan-Icarian Brotherhood is a non-profit, philanthropic organization chartered in 1904 by the immigrants of the Greek Island of Icaria and as such is the oldest ethnic fraternity in America. We are an organization of thousands of members throughout the United States. Our organization is open to both men and women. Many chapters have female leadership and in fact our current National President is also a woman.

The Pan-Icarian Foundation is responsible for granting educational scholarships, providing funds for medical treatment for those who cannot afford to pay for it themselves both here and in Greece as well as providing other civic support on the Island of Icaria.

In closing I hope your schedule will allow you to be our guest at our upcoming National Convention. I look forward to receiving your response.

Sincerely,

Anthony M. Horaites

TCF-1001915

Anthony M. Horaites
Vice-Chairman, 87th Pan-Icarian National Convention
212 South Sixth Street
Alhambra, California 91801
(818)576-0331

FAX TRANSMITTAL COVER SHEET

8-1-91

FROM: Anthony M. Horaites **DATE:** ~~7-30-91~~ 31

COMPANY: Attorney at Law **FAX # (818)405-2984**
Mon-Fri, 8:30am-5:30pm

NUMBER OF PAGES INCLUDING THIS PAGE: 2

ATTENTION: Nick Rezo **TITLE:** Fundraising Comm.

COMPANY: The Tsongas Committee

FAX #: (508) 475-0862

SUBJECT: Pan-Icarian National Convention - Grand Banquet/Ball
Sunday, September 1, 1991

MISCELLANEOUS COMMENTS: Dear Nick: I have mailed the original on 7-29-91. I look forward to hearing from you soon.

Thanks,
Tony

I've been trying to send this fax for the last 3 days.
8-1-91
Tony

IF YOU SHOULD NOT RECEIVE ALL PAGES-PLEASE CALL (818)796-9391 . . . . THANK YOU!

TCF-1001916

9704337/8444208

TRANSMISSION REPORT

!AT&T FAX 9020FX (AUG 01 '91 15:28)

DATE	START TIME	REMOTE TERMINAL IDENTIFICATION	MODE	TIME	RESULTS	TOTAL PAGES	PASS WORD	FILE NO.
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TCF-1001917

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MEMO

TO: D. BOUTRIS

DATE: August 1, 1991

FROM: N. RIZZO

RE: CALIFORNIA EVENTS.

Paul is scheduled to address the DNC meeting at the Biltmore Hotel, L.A. on Saturday, September 21. We have no details on time, etc. but probably in the a.m.

We can have him in L.A. on Thursday, September 19. You can plan event for either Friday evening or Thursday evening.

Contact Peter, etc. and firm-up details.

If you wish, try to schedule a visit to San Deigo to do a small (5K) event.

That will allow Saturday evening 9/21 or Sunday 9/22 to do San Francisco. Contact Paul Cristopolous / Victor Makras etc.

We want to be in Cleveland on the 23rd.

If there is available time during L.A. visit I suggest you do your "Young V.I.P." Event.

Send me a tentative schedule after confirming with Peter (LA) and Phil (SF).

cc: Beth Cataldo

9704378450C

THE TSONGAS COMMITTEE
FAX 508-475-0862

FAX COVER SHEET

DATE 8/01/91

TO: D. BOUTRIS

FAX NO. 413-617-2205

FROM N. RIZZO

TOTAL PAGES SENT: 2 INCLUDING COVER SHEET

MESSAGE:

TCP-1001919

POST OFFICE BOX 2104 • ANDOVER, MASSACHUSETTS 01810 • TELEPHONE: (508) 475-0862

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DEMETRIOS A. BOUTRIS

3472 Oak Glen Drive
Los Angeles, California 90068

August 10, 1991

MEMORANDUM FOR MESSRS. TSONGAS, KANIN AND RIZZO

Re: Tsongas '92 California Campaign

Gentlemen:

I am delighted by the prospect of heading the California effort for Senator Tsongas's presidential campaign. Further to our earlier conversations, I am already beginning to lay the foundations for a Tsongas '92 CA Campaign (including developing a comprehensive "call" list, networking Greek, business community and other supporters and planning for the Senator's September CA trip). I look forward to getting to know each of you better and to meeting as many of the National Campaign staff as possible during my Boston visit.

At your request, I have attempted to set out the general terms of my views for the structure of the CA Campaign. All cost figures referenced below are approximations subject to discussion. More importantly I note that (since it currenly seems unlikely that the CA primary will be moved to March 3 and since the later phases of the CA Campaign will be shaped by currently unforeseeable developments in earlier primaries) the central focus of this memorandum is the "start-up" stage of the CA Campaign.

I look forward to your comments and to finalizing our understanding.

I. INTRODUCTION/GENERAL CA PLAN

Recognizing that all CA Campaign plans must be fluid and contingent upon the unpredictable evolution of the National Campaign (as well as competing campaigns) over a nearly one-year period to the nominating convention, the one immediate certainty is the necessity of strong showings in the first contests of Iowa/New Hampshire.

The key to the CA strategy until that time is simple: finance the Iowa/NH primaries as well as other National Campaign needs that aid in those contests. Assuming Iowa/NH successes (as well as in other primaries prior to CA's), the CA Campaign (while continuing the financing

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operations) can then focus on organizing a political structure for a CA win in June.

I envision the CA Campaign to develop in the following broad (and overlapping) stages:

(i) The "IA/NH Stage" from August 1, 1991 to the Iowa and New Hampshire primaries of February 17/18, 1992, respectively;

(ii) The "CA Delegate Stage" from late January 1992 to mid-March 1992, when the California Democratic pre-primary caucuses convene at the Congressional district level (of which CA will have up to 52 after reapportionment) to choose national convention delegates.

(iv) The "Post-IA/NH Stage" from February 18, 1992 to the last set of primaries, including CA's, of June 2, 1992;

(v) The "CA Stage" from late April, 1992 to the June 2, 1992 CA primary. (I assume, given the current sentiment in Sacramento, that the CA primary will not be moved up to March 3, 1992); and

(vi) The "Convention Stage" from the last set of primaries through the party convention in N.Y., July 13-16,1992.

As alluded above, central emphasis in both the IA/NH Stage and the Post-IA/NH Stage will be placed on the CA Finance Operations which is discussed in detail in Part II below. Suffice it to say, in short, that the finance general strategy throughout the CA Campaign will be to maximize net collections (overall and per event) while minimizing candidate event (and travel) time.

In addition to the CA Finance Operation, the CA Chair will build the CA Political Operation by establishing and maintaining a high profile presence throughout the state on behalf of the Senator including: general media/press exposure of the National Campaign's message; consolidating the support of the Greek community; building support in the business community as well as party officials, organizations, grass-roots and issue groups, etc.

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The most demanding CA Political Operation periods will be the CA Delegate Stage and the CA Stage. During the CA Delegate Stage, substantial effort must be put into the process of the CA Chair identifying, recruiting and electing the Tsongas delegates at the pre-primary party caucuses. These delegates will in turn be the foundation of the Tsongas political network for the CA Field Operation of the ensuing CA Stage.

During the CA Stage, the major focus of the CA Campaign will shift to coordinating and implementing a purposeful and result-oriented media, press, get-out-the-vote, etc. strategy in coordination with the National Campaign and the National Campaign personnel dispatched to CA. Although a detailed discussion of this topic is beyond the scope of this memorandum, it is important to stress that (given the size, nature and recent experience of CA), the National Campaign should develop and implement a CA strategy that is tailored specifically to CA in conjunction with the CA Campaign.

If we have made it to the Convention Stage, the Political Operation effort described for the CA Stage will be intensified exponentially. However, the Convention Stage (as well as the general election stage) is too removed in time to be adequately addressed here.

II. CA FINANCE OPERATION

As you know from your discussions with the Plaxco and Conway fundraising firms, professional fundraisers have not been optimistic to date about the depth and breadth of the Senator's donor base in CA. Also, the core of Greek community contributors has been less than exuberant to date. As a consequence, it is difficult to project with any specificity what fundraising results can be achieved in California in the short term (i.e., through PET's up-coming September California tour), the medium term (i.e., through December 31) or the long term (through June 2 and beyond).

I have developed a potential donor "call list" by culling several current public financial sources, Greek community supporters and potential business community supporters. This is an intensive "prospecting" endeavor which is highly speculative. I hope to augment this call list with PET's present and past contributors (most particularly contributors from the 1978 Senatorial campaign), the Southern California Greek surname database

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of Peter Caloyeras, Northern California lists which may be provided by the Dinamis group, Senator Petris and/or others, any other Sacramento, San Diego and Central Valley contacts, the business community and DNC Business Council (both of which groups should be sympathetic to PET's economic message) as well as any additional sources which the National Campaign and Nick have identified. Most helpful in this effort would be culling PET's most recent FEC report (or a California donor breakdown therefrom) which I have asked that you forward to me as soon as possible.

As discussed above, there are no baseline indicators of donor strength yet, so that all numbers utilized in the projections below are "soft" and subject to adjustment. With these caveats in mind, I envision the Financial Operation effort to proceed in the following general phases:

A. **Phase I - (August 1, 1991 - December 31, 1991)**

1. Development of Target Contributor List

a. Being created from PET's existing contributors, Greek community throughout California and other major Democratic donors.

b. Identify and establish a "Finance Council" and a "Finance Cabinet." Members of the Finance Council will make a maximum personal contribution to PET and commit to raising a specific amount, e.g. $15,000. Members of the Finance Cabinet will make a maximum contribution to PET and commit to raising an amount lower than the Finance Council, e.g. $5,000.

c. The CA Chair, with the help of Nick as needed, will make initial contact and screen potential contributors. PET will contact screened contributors during a regularly scheduled weekly "call time" to introduce self, "touch base" and pitch "Council" and "Cabinet" positions and upcoming California fundraising events.

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d. The CA Chair will follow up on PET calls and supporters' commitments. The CA Chair with the assistance of the CA Finance Director (see Part IV.B below) will update PET's California call list and will track progress, set CA Chair meetings, schedule fundraising events, follow up previous donor commitments, etc.

2. Fundraising Program/Timeline for Events

With the CA Finance Director's help, the CA Chair will produce a comprehensive Fundraising Program/Timeline, including the timing and methods of approaching targeted contributors, events, and continued "prospecting." The Timeline will attempt to project revenue, expenses (i.e. expenses for events) and anticipated cash flow.

The general strategy in the Timeline will be to maximize net contributions and minimize PET's personal attention, attendance and related travel. As much as possible, events should include PET proxies such as National Campaign personnel, myself, CA politicians, dignitaries or celebrities who are supporters, PET's wife, children, in-laws (who, I understand are in the S.F. Bay Area), friends, etc. In this regard, it is particularly the National Campaign give the CA Campaign an availability schedule of both PET, but more importantly, of PET's family and friend "proxies."

Additionally, in the beginning phases of the CA Finance Operation (when PET's visibility in the CA public's consciousness will be lowest), smaller "house," and core supporter (e.g., the Greek and business communities) events will be the major focus. As time passes and the National Campaign and PET's attractiveness as a candidate gains momentum, the major focus will be to consolidating several events and pooling sponsors into increasingly larger "regional" (e.g., L.A., Bay Area, Sacramento/Central Valley, S.D./Orange County/Inland Empire) events with more "bang per buck" expended.

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3. Conducting Events

The CA Chair will be responsible for coordinating all California fundraising commitments and events. This includes contacting and confirming potential hosts, allocating event responsibilities (i.e. host responsibilities v. campaign responsibilities), etc.

The first set of events will revolve around PET's speaking engagement at the Democratic National Committee in Los Angeles on September 21, 1991. The CA Chair is trying to coordinate a San Diego event for September 19, Los Angeles events for September 20 and/or September 21, and Northern California events for September 21 and/or September 22.

Continue CA Chair, National Chair and PET "call time" and schedule and conduct as many fundraising events as possible along the "maximizing" net-receipt concepts discussed above.

4. Collection/Reporting

Confirm and collect commitments of Finance Council and Cabinet, focusing on the December 31, 1991 filing deadline for federal contribution reporting and the continued financing of the IA/NH Stage.

C. **Phase II** - (January 1, 1992 - June 2, 1992)

Continue the implementation and revise/refine the Timeline of fundraisers according to the progress of the National Campaign and PET's national visibility. Concentrate on collection of commitments and garnering of new commitments through the IA/NH Stage.

Subsequent to the IA/NH Stage and leading into the CA primary, revise Timeline as appropriate to schedule as many "PET efficient" and proxy fundraising events as time allows and shift the focus of the National Campaign (in conjunction with the political operation) to CA in order to generate more excitement and revenues.

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D. **Phase III - (June 3, 1992 - July 16, 1992)**

Continue to refine and implement the Timeline leading into the nominating convention. Depending on our relative position and momentum going into the convention (the stronger the better of course), the pre-convention phase can be the most lucrative in CA. When we are at this stage, PET's and his proxies' drawing and collection power will be at its highest to date.

E. **Phase IV - (July 16, 1992 - November 3, 1992)**

Collapse and repeat Phases I-III at an intensified level leading into the general election. When we get to this stage, the state and national parties will add to our financial punch through both "hard" and especially "soft" money solicitations.

III. PHYSICAL PLANT AND EQUIPMENT

A. General: Obviously, the goal of the CA Campaign is to minimize personnel, physical plant and equipment costs for the National Campaign. My current employer has agreed to allow my use of his offices through September 30, 1991 (i.e., through the end of my Volunteer Term discussed in Part IV.C.2 below). I have requested the use of those offices for an additional month thereafter (i.e., through October 31, 1991) and my employer has agreed to consider this request.

As the CA Campaign grows into the CA Primary Stage and more staff, consultants, volunteers and National Campaign personnel join the CA effort, additional physical plant and equipment will be necessary. However, these needs are too distant and dependent on the progress and then current strategy of the National Campaign as primaries prior to CA's take place, so no meaningful projections can be made at this time.

The following discussion (together with the Start-Up Budget in Attachment I) outlines the estimated needs and costs for the start-up stage of the CA Campaign (the "Start-Up Stage") and is partly based on complimentary advice from a computer/office systems consultant with substantial campaign (including presidential) experience.

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B. Office Space: Of course, it is preferable that as much of the plant and equipment as possible be donated by supporters in the Greek and/or business community. Several parties in L.A., including Peter Caloyeras, have been approached in this regard. However, in the event no such donations are obtained, inexpensive office space should be leased in L.A. (As a last resort, it may be possible to house Start-Up Stage offices in my home's study but this would require negotiation with, and probably rental payments to, the joint owner/investor.) A friend in Silicon Valley has agreed to allow my use of her corporate office space on an ad hoc basis when on campaign business in Northern CA.

Preliminary research (see Attachment III) indicates that a one room "efficiency" office may be leased in L.A. on a month-to-month basis (with a thirty-day vacation notice) for approximately $500 - $900 per month (depending on size) plus a $90 monthly parking fee per car. The lessor will require three months' rent (first and last month and one month security deposit). Electricity and other utilities for non-business hours (which costs are not included in the rental) cannot be accurately predicted but are estimated at approximately $50 per month.

C. Computers and Office Equipment: I can lend the CA Campaign some "bare bones" office furniture (i.e., a desk, chair, bookcase, file cabinet, etc.) and can donate some office supplies. However, assuming no supporter can donate them, the following are required for the Start-Up Stage: A personal computer, printer, three phone lines (one for a fax machine), two telephones and a fax machine.

A personal computer, monitor, keyboard and printer may be leased for approximately $400 per month with a three-month ($1,200) up-front deposit. Additionally, a computer consultant's "trouble-shooting" services (up to $250) should be included in case there are any insoluble hardware or software problems. (See Attachment I.) What type of computer (and software) is a subject for discussion with the National Campaign.

Pacific Bell requires a $300 deposit per phone line to initiate political campaign accounts ($900 for two phone lines and one fax line) and two telephones will be purchased at approximately $50 per phone ($100 for two). An office quality fax machine can be leased for approximately $200 per month with three months' up-front

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deposit. (Cheaper fax machines do not survive the workload of a campaign and an office quality machine can double as a photocopier.) (See Attachment I.)

IV. CA STAFF

A. Volunteers: Obviously, as many volunteers should be recruited as quickly as possible. Concerted efforts are being made in this regard at local colleges, universities, etc. and motivated young professional types are being approached.

B. Finance Director: A full-service fundraising firm would be the best alternative. However, as discussed above, this avenue is not possible at this time. An independent contractor should be retained as a CA finance director ("FD") as soon as practicable on either a salaried or percentage (or combination thereof) basis.

The FD will help with "call time," maintain and update call time lists, help in contribution collection, coordinate and set up events, perform general clerical tasks, do FEC tracking, coordinate scheduling, etc. The cost of an FD is not known at this time and can only be determined by negotiation with specific candidates. (For estimation purposes a straight salary of $4,000 per month has been used in the Start-Up Budget in Attachment II.)

Additionally, depending on developments and needs as the campaign unfolds, it may also make sense to hire a second FD based in Northern CA. For example, if PET's message really "hits" in the Silicon Valley business community (which is fiscally conservative, socially liberal and, perhaps, economically nationalistic), a continuous finance presence up North may garner us substantially increased returns.

C. CA Chair and Expenses.

1. Title: California Campaign Chairman.

2. Responsibilities/Authority: The CA Chair will be responsible for and supervise all CA Campaign activities including the Finance and Political Operations.

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As previously discussed, the CA Chair will report directly to Dennis as National Campaign Chair and to Nick as National Finance Chair.

The CA Chair will have direct access to the Senator on a "need" basis. The CA Chair will be sent the Senator's itinerary, media and events schedule, press releases, position papers etc. on a continuously updated basis. This is of particular importance in order for the CA Campaign not to be (and not to appear) disjointed from the National Campaign effort.

3. Press Release: Upon the finalizing our understanding in Boston, the National Campaign will issue a press release to the major national and California print media relating to the appointment of the CA Chair.

4. Compensation and Term: From August 1, 1991 to September 30, 1991 (the "Volunteer Term"), the CA Chair will serve on a volunteer, i.e. non-compensated, basis. The Volunteer Term has already been broached with the CA Chair's current employer but cannot be finalized until we reach an understanding at our Boston meeting.

From October 1, 1991 to November 3, 1993 (the "Compensated Term"), the CA Chair will be paid $5,500 per month, payable in bi-monthly installments.

In the event the National Campaign terminates the services of the CA Chair, such termination will be with one month's pay to CA Chair.

5. CA Chair's Expenses: The National Campaign will advance (on an monthly "estimate" basis submitted periodically by the CA Chair) all funds required to cover the expenses of the CA Chair in the performance of his duties and services (the "CA Chair Expenses"). As an initial estimate, the CA Chair anticipates incurring expenses totalling $2,050 per month; which costs are set out in Attachment II.

No "off-budget" vendor expenses relating to the operation of the CA Campaign (the "Vendor Expenses") will be incurred without prior approval from the National Campaign. However, all Vendor Expenses will

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accrue to, and be paid directly by, the National Campaign.

Should the CA Chair incur any CA Chair Expenses or Vendor Expenses in the discharge of his duties and the operation of the CA Campaign which have not been paid by the National Campaign, the National Campaign shall reimburse such costs to the CA Chair promptly. (Such reinbursement will also be made for the CA Chair Expenses already incurred from July 29, 1991 to August 31, 1991.)

Demetrios A. Boutris

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Attachment I

TSONGAS '92 CALIFORNIA CAMPAIGN
START-UP STAGE BUDGET: OCTOBER

(All figures are estimates and subject to change.)
(NB: Contains one-time and costs, deposits, etc.)

Staff monthly salaries:

CA Chair	$5,500/month	
CA Fin. Dir.	$4,000/month	(Estimated)
Total	$9,500	

CA Chair monthly expenses:

3 air trips w/in CA	$ 450/month
Car gasoline	$ 250/month
Hotel, Meals	$ 750/month
Airport Parking	$ 100/month
Telephone	$ 500/month
Total	$2,050

Office rental:

One room office	$ 500-900/month
Deposit (2 mos)	$1,000-$1,800
Parking (2 sps)	$ 180/month
Total	$1,680-2,880

Office phones:

Purchase of 2 phones	$ 100
3 lines & deposit	$ 900
Usage (appx. 1 mo)	$ 500
Total	$1,500

Facsimile Machine:

Fax machine	$ 200/month
Deposit (2 mos)	$ 400
Total	$ 800

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Computers:

PC, Monitor & Printer	$ 400/month	
Deposit (2 mos)	$ 800	
Consultant	$ 50	($250 until January)
Printer cartridges	$ 160	
Diskettes	$ 20	

Total $1,430

Office supplies:

Miscellaneous	$ 200

Total $ 200

START-UP GRAND TOTAL **$17,160-$18,360**

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Attachment II

TSONGAS '92 CALIFORNIA CAMPAIGN
CHAIR EXPENSES: MONTHLY

(All figures are estimates and subject to change.)

CA Chair monthly expenses:

2 air trips w/in CA	$	450/month
Car gasoline	$	250/month
Hotel, Meals	$	750/month
Airport Parking	$	100/month
Telephone	$	500/month

Total/Monthly $2,050

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Attachment III

EFFICIENCY SUITE BROCHURE

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THE CENTRUM
AT UNIVERSAL CITY

EFFICIENCY OFFICE INFORMATION

* MONTH TO MONTH LEASE TERM

* SERVICES INCLUDED IN THE MONTHLY RENT:

Common Reception Area With Two Receptionist/Phone Operators.
Phone Operators Answer Your Phones From 8:30AM to 5:30PM, Mon-Fri.
Conference Room
Kitchen - Microwave, Refrigerator, FREE Coffee.
Utilities - 8AM to 6PM, Mon-Fri.
Janitorial Services - 5 Days Per Week.

* COSTS IN ADDITION TO MONTHLY RENT:

Parking: $~~80~~/Single Space, $140/Tandem Space. Validation Books Available For Visitors - $100 Per Book.
Telephones: Installation and Monthly Charges. Equipment May Be Purchased or Rented.
Photocopier: 13¢ Per Copy.
FAX: $1.50 Incoming, $3.50 Outgoing Plus Long Distance.
Utilities: After Hours, 6PM-8AM, Mon-Fri and Weekends. Rates Vary From 50¢ Per Hour to $2.50 Per Hour.
Signs: Main Lobby Directory Strips, Door or Parking Signs.

* MOVE IN REQUIREMENTS

TRW Credit Check
Financial Information
First and Last Month's Rent
One Month Security Deposit
Signed Lease.

* BUILDING AMMENITIES.

On Site Management and Maintenance.
Security Guard; Weekday Evenings and 24 Hour Per Day On Weekends.
Fully Covered, Valet Serviced Parking System.
Computerized Security and Energy Management Systems.
Federal Express
Two Restaurants; L'Express on the First Level and Park Place Cafe on the Fourth Level.
Hair Salon on the First Level.
7 Day a Week, 24 Hours per Day Building Access.

3575 Cahuenga Blvd. W.
Los Angeles, CA 90068
(213) 850-1703 / 876-914

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TCF-1001936

06-05-91 13:21 TO 212 801 2656 CENTURY 003

TSONGAS FOR PRESIDENT
California Campaign Offices:
3472 Oak Glen Drive
Los Angeles, CA 90068
(213) 620-7730
(213) 874-0662

(213) 617-2205 - Facsimile

DEMETRIOS A. BOUTRIS
California Campaign Director

DEMOCRAT FOR PRESIDENT
Tsongas

6th 902 413.65

8/28/91

Dear Nick:

Another epistle from the prodigal —

As we discussed, attached are my partial out-of-pocket to date (itemized w/ receipts) totalling $413.65.

Additionally: (1) I have $5K committed for the 9/20, Noon-1 pm lunch so far (I'm shooting for $10-12k).

(2) As soon as I get the input labels from Beth I'll mail out the predominantly "Freek" event invitations for 9/20, 7-8 pm — I'll send out about 500-600 invit'n's but I'm not sure about the yield... (Don't worry, I'm "working it") — I trust that we can do $20k (hopefully better).

(3) Pls let me/Jean Rubinstein know about the particulars of the Swirsh/Stein breakfast when you can (so I can get my advance guy settled down).

TCP-1001937

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(4) I too am nervous about the Sac/S.F. portion of the Sept. trip —

(5) Sept. 5-10 I'm doing a Central Valley (Modesto / Zagaris Brothers) and Sacramento (State Party + State elected officials) sweep.

(6) Let's see if we can get PET to City Hall (Mayor, Council etc) on his next trip in Nov.

Be good — Warmest personal regards —

Dianne —

9700437/8495211

TCF-1001938

DEMETRIOS A. BOUTRIS

3472 Oak Glen Drive
Los Angeles, California 90068

8/19/91

David Goldman
Budget
Tsongas for President
2 Oliver Street
Boston, MA 02109

Total:
$142.60

Dear David:

Enclosed is an expense report for my S.F. organizing trip 8/14 - 8/18 —

Thanks —

Demetri —

9704337/8495222

Tsongas Expense Report

Date: 8/19/91

Name: DEMETRIOS A. BOUTRIS

Address: 3472 OAK GLEN DRIVE
L.A., CA 90068

S.F./Bay Area Organizing
8/14 - 8/18

*All receipts attached. *

DATE	CITY, STATE	ITEMIZED EXPENSES (air, car rental, lodging, etc.)		PAID/DIRECT BILL	PAY ME
8/14 - 8/16	S.F., CA	Car Rental/Unocal Potrero	$ 50.00		✓
8/15	S.F., CA	Gas	$ 5.00		✓
8/16	S.F., CA	Gas	$ 7.88		✓
8/15	S.F./Marin CA	Golden Gate Toll	$ 3.00		✓
8/14 8/19	Supershuttle To/ From Burbank Airport / L.A., CA		$ 44.00		✓
8/16	lunch w/ Oracle P.R.	Person / Redwood City, CA	$ 12.39		✓
8/18	S.F., CA —	Brunch w/ S.F. organizers, advance & guy (M. Alintuck)	$ 20.39		✓
			$142.66	← TOTAL	

Submitted by: DA Boutris Dept Head: _____ Auth by Finance: _____

Attach supporting invoices/receipts
Expense form plus supporting materials must be received at HQ within 60 days.

NCP-1001940

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THANK YOU
GOLDEN GATE BRIDGE
COLLECTOR 014 LANE
$ 3.00 CASH
19:44 08/15/91

08/16/91 17:38
SERRAMONTE CHEVRON
990 SERRAMONTE BLVD.
COLMA CA
STN#00090858

MONCADA/R

Inv#: 5806707
Auth#: 000029

Pump#: 06 $1.119 /G
Unle 7.042 G

Total $ 7.88

Thank You
Please Come Again

97043784524

UNOCAL

ATTENDANT | VEHICLE LICENSE NO. | STATE | DRIVER'S LICENSE NO. | STATE

SOLD TO
BOUTRIS,DEMETRIOS 0492 INVOICE 175701
AUTH 00-077238 REF 901 24-016

DEALER
12989716 401 POTRERO AVE
UNOCAL SAN FRANCISCO CA
PRODUCT QUANTITY PRICE AMOUNT
LABOR 50.00

TOTAL $ 50.00

SIGNATURE OF BUYER X

Car Rent (Gas) - "CH1"

ORIGINAL INVOICE

UNOCAL

ATTENDANT | VEHICLE LICENSE NO. | STATE | DRIVER'S LICENSE NO. | STATE

SOLD TO

DEALER

TOTAL $

SIGNATURE OF BUYER X

ORIGINAL INVOICE

TCF-1001941

Breakfast w/
M. Alintuck (SF
Advance/Press)
8/18

*** NDC RESTAURANT PROGRAM ***
PAULI'S CAFE
2500 WASHINGTON
SAN FRANCISCO, CA 94115

SUN, AUG 18, 1991 11:14 AM

CREDIT CARD

EXP DATE:	9204
TR TYPE:	PURCHASE
AMOUNT:	$ 17.89
APP CODE:	BK2968
REC NO:	001
SERVER NO:	0
TICKET NUMBER:	000001
SUB TOTAL =	$ 17.89
TIP =	$ 2.50
TOTAL =	$ 20.39

SIGN:

THANK YOU FOR YOUR PATRONAGE

YOUR RECEIPT
THANK YOU
BON APPETIT
AT ORACLE

TOTAL 12.39
0356A
08/16/91 13:19

TCF-1001942

9704378455

Phone Call
Tsongas Committee Total = 120.66

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 7730 ATTY # 913 DATE: 08/14/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
8/09/91	4:05 PM		BOSTON MA	10.3 MIN	1490090-904	$2.73	PERSONAL / CLIENT / WHITE & CASE	

DAB
APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

0. C
2.73 +
17.25 +
4.98 +
6.17 +
4.93 +
4.18 +
2.84 +
7.07 +
9.57 +
6.28 +
6.90 +
4.06 +
5.53 +
3.44 +
6.88 +
2.24 +
3.37 +
5.31 +
2.69 +
6.08 +
4.48 +
3.68 +
120.66

TCP-1001943

9704378456

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 7730 ATTY # 913 DATE: 08/09/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
8/03/91	7:10 PM		SCOTTSDALEAZ	74.1 MIN	1490090-904	$17.25	(PERSONAL) / CLIENT / WHITE & CASE	

DAB

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

SCF-100194

9704318457

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 8730 ATTY # 913 DATE: 08/09/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
8/02/91	4:06 PM		ANDOVER MA	19.3 MIN	1490090-904	$4.98	PERSONAL / CLIENT / WHITE & CASE	
8/02/91	4:33 PM		MODESTO CA	36.5 MIN	1490090-904	$6.17	PERSONAL / CLIENT / WHITE & CASE	
8/05/91	12:00 PM		NEW YORK NY	33.0 MIN	1490090-904	$4.93	PERSONAL / CLIENT / WHITE & CASE	

DAB

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

TCF-1001945

970431/8458

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 7730 ATTY # 913 DATE: 08/13/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
8/07/91	1:20 PM		BOSTON MA	27.4 MIN	1490090-904	$4.18	PERSONAL / CLIENT / WHITE & CASE	

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

9704378459

TCF-1001946

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 8730 ATTY # 913 DATE: 08/13/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
8/08/91	4:35 PM		SAN FRAN CA	15.5 MIN	1490090-904	$2.84	PERSONAL / CLIENT / WHITE & CASE	

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

WCP-10019477

97C04378457C

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 7730 ATTY # 913 DATE: 08/01/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
7/30/91	11:17 AM		SANCLSBLNTCA	39.5 MIN	1490090-999	$7.07	PERSONAL / CLIENT / WHITE & CASE	

DAB

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

TCF-1001948

9704378451

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 8730 ATTY # 913 DATE: 08/01/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED		LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
7/31/91	9:14 AM		ANDOVER	MA	63.5 MIN	1490090-904	$9.57	PERSONAL / CLIENT / WHITE & CASE	
7/30/91	12:04 PM		HOUSTON	TX	41.3 MIN	1490090-999	$6.28	PERSONAL / CLIENT / WHITE & CASE	

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

WCF-100349

97U04518452

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 7730 ATTY # 913 DATE: 08/22/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
8/20/91	4:26 PM		SANTA ROSACA	38.9 MIN	1490090-904	$6.90	(PERSONAL) / CLIENT / WHITE & CASE	
8/20/91	6:15 PM		GRIDLEY CA	32.0 MIN	1490090-904	$4.06	(PERSONAL) / CLIENT / WHITE & CASE	
8/21/91	10:56 AM		BOSTON MA	37.0 MIN	1490090-904	$5.53	(PERSONAL) / CLIENT / WHITE & CASE	

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

TCF-1001950

9704378453

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 8750 ATTY # 913 DATE: 08/22/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
8/20/91	10:28 AM		BOSTON MA	23.0 MIN	1490090-904	$3.44	PERSONAL / CLIENT / WHITE & CASE	
8/20/91	2:48 PM		CLARMNSNDMCA	31.8 MIN	1490090-904	$5.90	PERSONAL / CLIENT / WHITE & CASE	- No Charge
8/20/91	3:25 PM		BOSTON MA	45.9 MIN	1490090-904	$6.88	PERSONAL / CLIENT / WHITE & CASE	
8/21/91	1:25 PM		BOSTON MA	14.5 MIN	1490090-904	$2.24	PERSONAL / CLIENT / WHITE & CASE	

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

TCP-1001951

9704318454

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS Ext: 8730 ATTY # 913 DATE: 08/21/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
8/19/91	12:48 PM		SAN FRAN CA	18.3 MIN	1490090-904	$3.37	PERSONAL / CLIENT / WHITE & CASE	
8/19/91	2:51 PM		SACRAMENTOCA	29.7 MIN	1490090-904	$5.31	PERSONAL / CLIENT / WHITE & CASE	

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

TCF-1001952

9704378455

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 7730 ATTY # 913 DATE: 08/21/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
8/19/91	1:34 PM		BOSTON MA	17.3 MIN	1490090-904	$2.69	PERSONAL / CLIENT / WHITE & CASE	

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

TCF-100153

9704318456

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 7730 ATTY # 913 DATE: 08/09/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
8/01/91	6:10 PM		OAKLAND CA	47.6 MIN	1490090-904	$6.08	PERSONAL / CLIENT / WHITE & CASE	

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

TCF-1001954

97043/8457

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 8730 ATTY # 913 DATE: 08/09/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
8/01/91	4:07 PM		ANDOVER MA	17.6 MIN	1490090-904	$4.48	PERSONAL / CLIENT / WHITE & CASE	

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

TCP-1001955

97043/8453

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 7730 ATTY # 913 DATE: 08/16/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
8/14/91	12:29 PM		SAN DIEGO CA	21.1 MIN	1490090-904	$3.68	PERSONAL / CLIENT / WHITE & CASE	

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

TCP-1001956

9704318459

Volunteer Parking

◀PAID▶
C·····38 No.
91-08·▶6 DT
024-16:58 EX.
024-12:14 EN
A····8.80$
····8.80$

TCF-1001957

9704378451C

Volunteer
Parking

PAID
C·····90 No.
91-08·▶2DT
⊖20-21:10EX
91-08·▶2DT
⊖20-18:47EN
A····5.50$
····5.50$

TCF-1001958

9704378445411

Volunteer
Parking

PAID
C·····91 Na.
91-08·▶2DT
⊖20-21:11 EX
91-08·▶2DT
⊖20-18:47 EN
A····5.50$
····5.50$

TCF-1001959

9704437/8451 2

Dinner w/ Dinner Check - Prospecting.

CASEY'S B & G
613 S GRAND AVE
LOS ANGELES, CA 90017
(213) 629-2353

TCP-1001960

IA.5120218000843 01
DATE 08/21/91 TIME 08:52 PM

ITEM: RSR MT PAIE SVR: 10

RECP: AUTH/TXT 059057 INV:

FOOD: $---74.83

GRATUITY: $---8.00

TOTAL: $82.83

I AGREE TO PAY ABOVE TOTAL ~~AMOUNT~~
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

X
SIGNATURE

TOP COPY-MERCHANT BOTTOM COPY-CUSTOMER

9704378495413

Date 8/17/91 No.

JOB ENVELOPE
WOLCOTTS INC.

Customer's No. Proof Promised

Job Promised Proof { Office / Customer

Name Robby Fields (White - close) Given by Robby

Address Taken by Robb

(Please give complete instructions in space below)

For 500 Bus Cards 1 SONGBS for PRESIDENT

Stock 6 BMW DELUXE MED WHITE On Hand

Size Cut Size

Kind of Type Color INK - Black

Padded Cartoned Round Corners

To Be Centered Tab Tint Ruled

Numbered Perforated

Folded Punched

Bound in Books On Page

To Be Special Ruled

Price 19.90

Tax

Total

Deposit

Bal. Due

DELIVERY INSTRUCTIONS

J Rodriguez John Richard

DEMETRIOS A. BOUTRIS 434

3472 Oma ULEN DRIVE
LOS ANGELES, CA 90065

8/22 19 91

PAY TO THE ORDER OF Wolcotts, Inc. $ 79.90

Nineteen & 90/100 DOLLARS

CALIFORNIA FEDERAL

Boutris/Business Cards

970433/884514

TCF-1001961

Lunch w/ Georgia Rosenberg re finance + Mayor Bradley meeting & Prospecting

QTY	CLASS	DESCRIPTION	AMOUNT
			24 30

DATE	SERVER	SUB TOTAL	
AUTHORIZATION	CLERK	TAX	
FOLIO/CHECK NO.		TIPS/MISC.	3 [illegible]
SALES DRAFT		TOTAL	27 30

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereof and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.

SALE ACKNOWLEDGED AND DRAFT ACCEPTED

X _____

CARDHOLDER SIGNATURE

CUSTOMER COPY

9704331845415

970437/84516

Tsongas Expense Report

Date: 9/20/91

Name: DEMETRIOS A. BOUTRIS

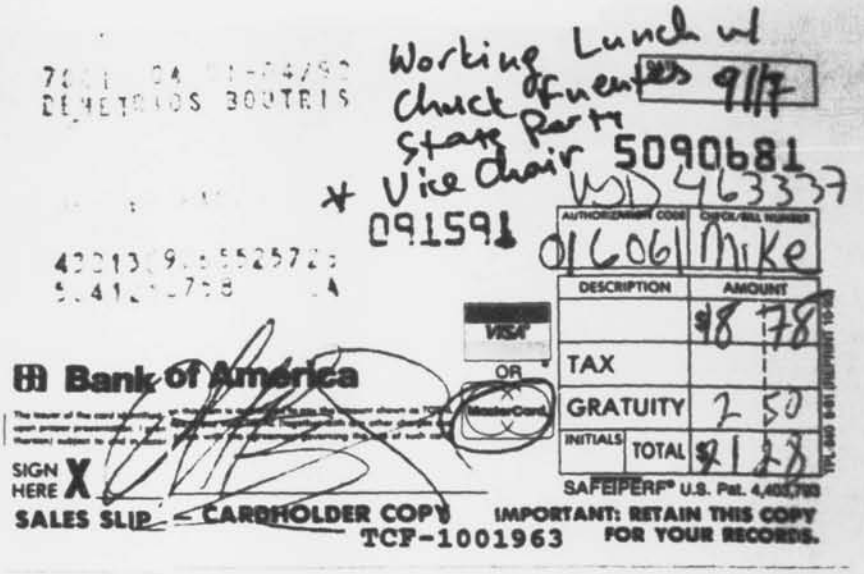
Address: 3472 OAK GLEN DR.
L.A., CA 90068

To: N. Rizzo
(Receipts Attached) —

DATE	CITY, STATE	ITEMIZED EXPENSES (air, car rental, lodging, etc.)	~~PAID~~	~~DIRECT BILL~~	PAY ME
8/91	S.F., San Mateo, Santa Rosa	-- August Travel Phone Card Charges	$10.82		✓
9/16/91	L.A. - Volunteer	Parking - Gk event phonebank	5.50		✓
9/14/91	Long Beach -- Pa	Arcadian Convention Parking	7.00		✓
9/14/91	L.A. - Carl's Jr -	Snacks for Phone Bank Volunteers	16.25		✓
9/17/91	L.A. - Volunteer	Parking - Gk. Phonebank	7.50		✓
9/18/91	L.A. - Costco	line for DB	12.36		✓
9/17/91	L.A. -- White	Long phone calls billed to date	12.11		✓
9/18/91	L.A -- Volunteer	Parking (2) - PHONE BANK	11.00		✓
9/17/91	L.A./Valley -- Lunch	w/ State Party Vice Chair CHUCK FUENTES	22.28		✓
9/18/91	Charles' Printograph -	Cards w/ Union Bug - L.A.	92.01		✓
		Total:	$295.83		

Submitted: DAB Dept Head: ___ Auth. by Finance: ___

TCT-1001962



97043784547

Phone
Bank
Parking
9/18

TCF-1001964

9704378445118

Phone
Bank
Parking
9/18

TCP-1001965

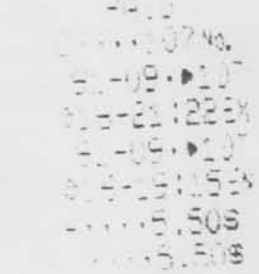
97043784519

PAN-ARCADIAN
CONVENTION

TCF-1001966

9704378455C

Volunteer
Parking —
Phone - Bank



TCF-1001967

97043784551

cpi

CENTURY PARKING, INC.

* Volunteer Parking - Phone Bank

RECEIPT ONLY

DO NOT ACCEPT THIS AS A PARKING TICKET

DATE 9-17-91 (CLOCK STAMP) LOC. # SP

TICKET # (FOR VALID RECEIPT) AMOUNT $ 7.20

JM

ATTENDANT

TCF-1001968 THANK YOU

9704378455 2

Snacks for
$ Phone Bank
Volunteers
9/14/91

50TH ANNIVERSARY
AT CARL'S JR.
RESTAURANT 504

	1 CHKN SLD	$	3.19@
	1 ITALIAN		
# 1			
	1 FMOUS CH	$	2.89@
# 2			
	1 SWEST CH	$	2.59@
# 3			
	1 SANTA FE	$	2.89@
	3 REG FRY	$	2.97@
	1 LG BEVER	$	1.09@
	SUB-TOTAL	$	15.02

	SUB-TOTAL	$	15.02
	TAX	$	1.23
12	TOTAL	$	16.25
	AMT TEND	$	20.00
	CHANGE	$	3.75

ORDER ** 5
TIME 14:07 DATE 9/14/91
6 TO GO 1

TCP-1001969

9704343/8455 53

UNOCAL 76

THIS TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS (AS MAY BE MODIFIED FROM TIME TO TIME WITH REQUIRED NOTICE) OF THE UNOCAL CREDIT CARD ACCOUNT AGREEMENT AS CONTAINED ON THE MONTHLY STATEMENT WHICH INCLUDES APPLICABLE FEDERAL, STATE AND LOCAL TAXES ON MOTOR VEHICLE FUEL, PAYMENT OF WHICH MAY BE ASSUMED BY UNOCAL.

ATTENDANT	VEHICLE LICENSE NO.	STATE	DRIVER'S LICENSE NO. WHEN REQUIRED	STATE
[illegible]	2HAJ056	C		

SOLD TO

DEALER

TOTAL $ 12 35

SIGNATURE OF BUYER

X

TCP-1001970

FORM 3-2K196 (REV 12-89)

ORIGINAL INVOICE

9706437/8455 4

Charles'

print O graph, inc.

LETTERPRESS · LITHOGRAPHY

207 Allen Avenue • Glendale, California 91201 •
(213) 849-1319 • (818) 848-3399 • FAX (213) 849-3523

INVOICE

Demetrious Boutris

3472 Oak Glen Drive
Los Angeles, CA. 90068

Date 9-19-91

Our No. Nº 54981

Your No.

"Tsongas for President"

1,000 -	#88 Business Cards	$	
	printed 2 colors, green and blue on white matte coated card stock		
	includes set up		85.00
		tax	7.01
			92.01

970433/845555

TERMS: Net cash, 30 days following date of invoice.
1.5% per month interest will be charged on all items past due.

TCF-1001971

Your AT&T Universal Card - Gold MasterCard

Statement Date: 09/06/91

For account information or to report lost or stolen cards, call toll-free 1 800 252-8580, 24 hours a day, 365 days a year.

Transactions

Post Date	Description	Transaction Date	Amount
08/19	SHELL NO.20469180838 SAN RAFAEL CA	08/15	2.50
08/19	FILLMORE GRILL SAN FRANCISC CA	08/16	11.75
08/19	ZUNI CAFE SAN FRANCISC CA	08/15	70.03
08/19	*FINANCE CHARGE* CASH ADVANCE FEE	08/19	2.00
08/19	CASH ADVANCE FROM ATM - W.F.B./FILLMORE-CAL T SAN FRANCISCO CA	08/18	40.00
08/19	*FINANCE CHARGE* CASH ADVANCE FEE	08/19	2.50
08/19	CASH ADVANCE FROM ATM - W.F.B./ORACLE REDWOOD CITY CA	08/16	100.00
08/20	UNOCAL 12369716 SAN FRANCISCO CA	08/15	5.00
08/20	PAULI'S CAFE SAN FRANCISCO CA	08/18	20.39
08/21	UNOCAL 12369716 SAN FRANCISCO CA	08/16	50.00
08/21	HARRY'S SAN FRANCISCO CA	08/18	33.50
08/22	PACIFI007M2136207730 BURBANK CA	08/14	1.07
08/22	PACIFI015M2132520945 BURBANK CA	08/14	1.69
08/22	PACIFI025M2139374730 BURBANK CA	08/14	2.47
08/22	OSOME RESTUARANT, #2 SAN FRANCISCO CA	08/15	87.15
08/22	CHEVRON #90858 0090858 COLMA CA	08/16	1.15
08/23	PAYMENT RECEIVED - THANK YOU	08/22	23.42 PY
08/23	CASEY'S B&G L.P. LOS ANGELES CA	08/21	82.83
08/26	DARMS DELI-HOMERS LOS ANGELES CA	08/22	27.60
08/26	*FINANCE CHARGE* CASH ADVANCE FEE	08/26	3.00
08/26	CASH ADVANCE FROM ATM - 01011ST INTSTC/01011ST IN LOS ANGELES CA	08/24	120.00
08/27	*FINANCE CHARGE* CASH ADVANCE FEE	08/27	2.50
08/27	CASH ADVANCE FROM ATM - 01011ST INTSTC/01011ST IN LOS ANGELES CA	08/26	100.00
09/03	*FINANCE CHARGE* CASH ADVANCE FEE	09/03	2.00
09/03	CASH ADVANCE FROM ATM - 01011ST INTSTC/01011ST IN LOS ANGELES CA	08/31	60.00
09/04	UNOCAL 41978990 LOS ANGELES CA	08/29	11.91
09/05	PANE CALDO BISTROT LOS ANGELES CA	08/29	48.20
09/06	LUNARIA A WESTSIDE BIS LOS ANGELES CA	09/05	15.00
09/06	LUNARIA A WESTSIDE BIS LOS ANGELES CA	09/05	31.05

Finance Charge Information

	Purchases	Advances
Average Daily Balance	$	
Monthly Periodic Rate	%	
Nominal APR	%	
Periodic Finance Charge	$	
Finance Charge/ Cash Advance Fee	$	
Annual Percentage Rate	%	
No. Days in Billing Period		

Minimum Payment

Payment Due Date	
Past Due Amount	$
Minimum Due Purchases/Advances	$
Call Charges	+
Total Minimum Due	$

Grace Period: To avoid additional finance charges on purchases, pay the new balance by the payment due date.

Account Summary

Previous Balance	$
Payments	–
Credits	–
Purchases/Fees	+
New Advances	+
Finance Charges	+
Call Charges	+
New Balance	$

The *AT&T Universal Card* is issued by Universal Bank, Columbus, GA.

See reverse side for important information.

TCF-1001977

Your AT&T Universal Card - Gold MasterCard

Account Number	Credit Limit	Available Credit	Statement Date
			09/06/91

For account information or to report lost or stolen cards, call toll-free 1 800 852-8880, ours a day, 365 days a year.

Call Details

No	Date	Time	Place		Rate Period	Minutes	Amount
1	08/14	09:54 PM	TO LOSANGELES	CA	E	7	1.62N
			FR SAN FRAN	CA			
2	08/15	09:32 AM	TO LOSANGELES	CA	D	7	1.88N
			FR SNCRSBLMNT	CA			
3	08/15	09:44 AM	TO BOSTON	MA	D	9	3.36N
			FR SNCRSBLMNT	CA			
4	08/15	09:58 AM	TO BOSTON	MA	D	1	1.16N
			FR SNCRSBLMNT	CA			
5	08/15	10:12 AM	TO LOSANGELES	CA	D	8	2.06N
			FR SNCRSBLMNT	CA			
6	08/15	10:21 AM	TO LOSANGELES	CA	D	5	1.53N
			FR SNCRSBLMNT	CA			
7	08/15	10:35 AM	TO LOSANGELES	CA	D	14	3.13N
			FR SNCRSBLMNT	CA			
8	08/15	10:50 AM	TO BOSTON	MA	D	15	5.01N
			FR SNCRSBLMNT	CA			
9	08/15	11:06 AM	TO LOSANGELES	CA	D	5	1.53N
			FR SNCRSBLMNT	CA			
10	08/15	11:13 AM	TO SAN MONICA	CA	D	2	.97N
			FR SNCRSBLMNT	CA			
11	08/15	11:15 AM	TO BOSTON	MA	D	4	1.98N
			FR SNCRSBLMNT	CA			
12	08/15	11:33 AM	TO BEVERLYHLS	CA	D	1	.80N
			FR SNCRSBLMNT	CA			
13	08/15	11:39 AM	TO BOSTON	MA	D	6	2.53N
			FR SNCRSBLMNT	CA			
14	08/15	07:08 PM	TO SAN FRAN	CA	E	1	.81
			FR SAN RAFAEL	CA			
15	08/15	08:14 PM	TO LOSANGELES	CA	E	1	.75N
			FR SAN FRAN	CA			
16	08/15	08:16 PM	TO LOSANGELES	CA	E	5	1.35N
			FR SAN FRAN	CA			
17	08/16	10:11 AM	TO LOSANGELES	CA	D	7	1.88N
			FR SNCRSBLMNT	CA			

Finance Charge Information	Purchases	Advances
Average Daily Balance	$	
Monthly Periodic Rate	%	
Nominal APR	%	
Periodic Finance Charge	$	
Finance Charge/ Cash Advance Fee	$	
Annual Percentage Rate	%	
No. Days in Billing Period		

Minimum Payment	
Payment Due Date	
Past Due Amount	$
Minimum Due Purchases/Advances	$
Call Charges	+
Total Minimum Due	$

Grace Period: To avoid additional finance charges on purchases, pay the new balance by the payment due date.

Account Summary	
Previous Balance	$
Payments	-
Credits	-
Purchases/Fees	+
New Advances	+
Finance Charges	+
Call Charges	+
New Balance	$

The *AT&T Universal Card* is issued by Universal Bank, Columbus, GA.

See reverse side for important information.

TCF-1001976

Your AT&T Universal Card - Gold MasterCard

Account Number	Credit Limit	Available Credit	Statement Date
			09/06/91

For account information or to report lost or stolen cards, call toll-free 1 800 662-8890, 24 hours a day, 365 days a year.

Call Details

No.	Date	Time	Place		Rate Period	Minutes	Amount
18	08/16	10:19 AM	TO LOSANGELES	CA	D	1	.82R
			FR SNCRSBLMNT	CA			
19	08/16	10:40 AM	TO LOSANGELES	CA	D	1	.82R
			FR SNCRSBLMNT	CA			
20	08/16	10:42 AM	TO LOSANGELES	CA	D	1	.82R
			FR SNCRSBLMNT	CA			
21	08/16	10:43 AM	TO LOSANGELES	CA	D	17	3.66R
			FR SNCRSBLMNT	CA			
22	08/16	11:02 AM	TO MODESTO	CA	D	5	1.40R
			FR SNCRSBLMNT	CA			
23	08/16	11:09 AM	TO WASHINGTON	DC	D	2	1.43R
			FR SNCRSBLMNT	CA			
24	08/16	11:11 AM	TO BOSTON	MA	D	6	2.53R
			FR SNCRSBLMNT	CA			
25	08/16	11:34 AM	TO LOSANGELES	CA	D	1	.82R
			FR SNCRSBLMNT	CA			
26	08/16	11:39 AM	TO SACRAMENTO	CA	D	2	.93R
			FR SNCRSBLMNT	CA			
27	08/16	11:41 AM	TO SACRAMENTO	CA	D	2	.93R
			FR SNCRSBLMNT	CA			
28	08/16	11:45 AM	TO BOSTON	MA	D	6	2.55R
			FR SNCRSBLMNT	CA			
29	08/16	11:52 AM	TO LOSANGELES	CA	D	23	4.72R
			FR SNCRSBLMNT	CA			
30	08/16	12:16 PM	TO BOSTON	MA	D	12	4.18R
			FR SNCRSBLMNT	CA			
31	08/16	12:29 PM	TO SAN MONICA	CA	D	2	.97R
			FR SNCRSBLMNT	CA			
32	08/16	12:31 PM	TO MODESTO	CA	D	1	.77R
			FR SNCRSBLMNT	CA			
33	08/16	12:33 PM	TO MODESTO	CA	D	11	2.34R
			FR SNCRSBLMNT	CA			
34	08/16	12:45 PM	TO BOSTON	MA	D	11	3.91R
			FR SNCRSBLMNT	CA			

Finance Charge Information

	Purchases	Advances
Average Daily Balance	$	
Monthly Periodic Rate	%	
Nominal APR	%	
Periodic Finance Charge	$	
Finance Charge/ Cash Advance Fee	$	
Annual Percentage Rate	%	
No. Days in Billing Period		

Minimum Payment

Payment Due Date	
Past Due Amount	$
Minimum Due Purchases/Advances	$
Call Charges	+
Total Minimum Due	$

Grace Period: To avoid additional finance charges on purchases, pay the new balance by the payments due date.

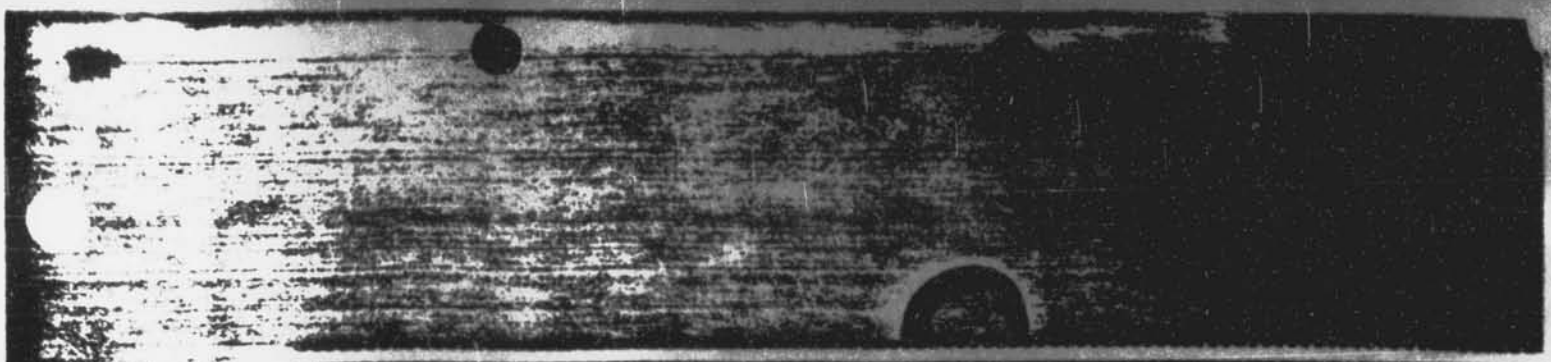
Account Summary

Previous Balance	$
Payments	–
Credits	–
Purchases/Fees	+
New Advances	+
Finance Charges	+
Call Charges	+
New Balance	$

The *AT&T Universal Card* is issued by Universal Bank, Columbus, GA.

See reverse side for important information.

TCF-1001975



Your AT&T Universal Card - Gold MasterCard

Account Number	Credit Limit	Available Credit	Statement Date	For account information or to report lost or stolen cards, call toll-free 1 800 852-8880, 24 hours a day, 365 days a year.
			09/06/91	

Call Details

No	Date	Time	Place		Rate Period	Minutes	Amount
35	08/16	01:38 PM	TO BOSTON	MA	D	1	1.16#
			FR SNCRSBLMNT	CA			
36	08/16	01:46 PM	TO BOSTON	MA	D	1	1.16#
			FR SNCRSBLMNT	CA			
37	08/16	02:29 PM	TO STOCKTON	CA	D	6	1.44#
			FR SNCRSBLMNT	CA			
38	08/16	02:38 PM	TO SANTA ROSA	CA	D	13	4.92
			FR SNCRSBLMNT	CA			
39	08/16	02:54 PM	TO ANDOVER	MA	D	2	1.43#
			FR SNCRSBLMNT	CA			
40	08/16	02:57 PM	TO JAMAICA PL	MA	D	3	1.71#
			FR SNCRSBLMNT	CA			
41	08/16	03:01 PM	TO SANTA ROSA	CA	D	2	1.17
			FR SNCRSBLMNT	CA			
42	08/16	03:23 PM	TO REDONDO	CA	D	12	2.77#
			FR SNCRSBLMNT	CA			
43	08/16	03:35 PM	TO SAN MONICA	CA	D	21	4.15#
			FR SNCRSBLMNT	CA			
44	08/16	04:23 PM	TO CAMPBELL	CA	D	14	2.95
			FR SNCRSBLMNT	CA			
45	08/16	04:38 PM	TO SANTA ROSA	CA	D	6	2.53
			FR SNCRSBLMNT	CA			
46	08/16	06:25 PM	TO LOSANGELES	CA	E	2	.89#
			FR SAN FRAN	CA			
47	08/16	06:44 PM	TO SAN PEDRO	CA	E	1	.75#
			FR SAN FRAN	CA			
48	08/17	11:58 AM	TO LOSANGELES	CA	N	1	.72#
			FR SAN FRAN	CA			
49	08/17	11:59 AM	TO LOSANGELES	CA	N	2	.85#
			FR SAN FRAN	CA			
50	08/17	12:01 PM	TO REVERE	MA	N	2	1.17#
			FR SAN FRAN	CA			
51	08/17	12:04 PM	TO BEVERLYHLS	CA	N	1	.72#
			FR SAN FRAN	CA			

Finance Charge Information

	Purchases	Advances
Average Daily Balance	$	
Monthly Periodic Rate	%	
Nominal APR	%	
Periodic Finance Charge	$	
Finance Charge/ Cash Advance Fee	$	

Annual Percentage Rate	%
No. Days in Billing Period	

Minimum

Payment Due Date	
Past Due Amount	$
Minimum Due Purchases/Advances	$
Call Charges	+
Total Minimum Due	$

Grace Period: To avoid additional finance charges on purchases, pay the new balance by the payment due date.

Previous Balance	$
Payments	–
Credits	–
Purchases/Fees	+
New Advances	+
Finance Charges	+
Call Charges	+
New Balance	$

The *AT&T Universal Card* is issued by Universal Bank, Columbus, GA.

See reverse side for important information.

TCF-1001974

Your AT&T Universal Card - Gold MasterCard

Account Number	Credit Limit	Available Credit	Statement Date
			09/06/91

For account information or to report lost or stolen cards, call toll-free 1 800 852-8888, 24 hours a day, 365 days a year.

Call Details

No	Date	Time	Place		Rate Period	Minutes	Amount
52	08/17	12:05 PM	TO LOSANGELES	CA	N	5	1.19#
			FR SAN FRAN	CA			
53	08/17	12:14 PM	TO W ANGELES	CA	N	1	.72#
			FR SAN FRAN	CA			
54	08/17	12:18 PM	TO LOSANGELES	CA	N	1	.72#
			FR SAN FRAN	CA			
55	08/17	12:19 PM	TO LOSANGELES	CA	N	1	.72#
			FR SAN FRAN	CA			
56	08/17	01:12 PM	TO LOSANGELES	CA	N	1	.72#
			FR SAN FRAN	CA			
57	08/17	05:26 PM	TO LOSANGELES	CA	N	1	.72#
			FR SAN FRAN	CA			
58	08/17	05:27 PM	TO LOSANGELES	CA	N	1	.72#
			FR SAN FRAN	CA			
59	08/17	05:29 PM	TO LOSANGELES	CA	N	1	.72#
			FR SAN FRAN	CA			
60	08/17	05:34 PM	TO RESEDA	CA	N	28	3.89#
			FR SAN FRAN	CA			
61	08/17	09:21 PM	TO SAN DIEGO	CA	N	20	2.96#
			FR SAN FRAN	CA			
62	08/18	12:01 PM	TO REVERE	MA	N	12	2.63#
			FR SAN FRAN	CA			
63	08/18	01:23 PM	TO LOSANGELES	CA	N	1	.72#
			FR SAN FRAN	CA			
64	08/18	01:25 PM	TO LOSANGELES	CA	N	1	.72#
			FR SAN FRAN	CA			
65	08/18	01:26 PM	TO LOSANGELES	CA	N	1	.72#
			FR SAN FRAN	CA			
66	08/18	02:20 PM	TO LOSANGELES	CA	N	1	.72#
			FR SAN FRAN	CA			
67	08/18	02:22 PM	TO BEVERLYHLS	CA	N	1	.72#
			FR SAN FRAN	CA			
68	08/18	02:23 PM	TO BEVERLYHLS	CA	N	1	.72#
			FR SAN FRAN	CA			

Finance Charge Information

	Purchases	Advances
Average Daily Balance	$	
Monthly Periodic Rate	%	
Nominal APR	%	
Periodic Finance Charge	$	
Finance Charge/ Cash Advance Fee	$	
Annual Percentage Rate	%	
No. Days in Billing Period		

Minimum Payment

Payment Due Date	
Past Due Amount	$
Minimum Due Purchases/Advances	$
Call Charges	+
Total Minimum Due	$

Grace Period: To avoid additional finance charges on purchases, pay the new balance by the payment due date.

Account Summary

Previous Balance	$
Payments	–
Credits	–
Purchases/Fees	+
New Advances	+
Finance Charges	+
Call Charges	+
New Balance	$

The *AT&T Universal Card* is issued by Universal Bank, Columbus, GA.

See reverse side for important information.

TCP-1001973

Your AT&T Universal Card - Gold MasterCard

Account Number	Credit Limit	Available Credit	Statement Date	
			09/06/91	For account information or to report lost or stolen cards, call toll-free 1 800 662-8800, 24 hours a day, 365 days a year.

Call Details

No	Date	Time	Place		Rate Period	Minutes	Amount
69	08/27	08:06 PM	TO SACRAMENTO	CA	E	1	.82#
			FR LOSANGELES	CA			
70	08/27	11:13 PM	TO SNCRSBLMNT	CA	N	1	.79#
			FR LOSANGELES	CA			
			#AT&T UNIVERSAL CARD DISCOUNT APPLIED TO THESE CALLS				10.57 CI
			FEDERAL EXCISE TAX				3.35

News from AT&T

IF YOUR CARD IS LOST OR STOLEN, CALL US IMMEDIATELY.
AT&T UNIVERSAL CARD IS HERE FOR YOU 24 HOURS A DAY, SEVEN DAYS A WEEK.

YOUR AT&T UNIVERSAL CARD IS THE ONLY CARD YOU NEED -- WHETHER MAKING A PURCHASE, ACCESSING CASH OR PLACING AN AT&T CALLING CARD CALL.

**

Total August Tsongas Travel Phone Call Charges $110.82

Finance Charge Information	Purchases	Advances
Average Daily Balance	565.08	216.12
Monthly Periodic Rate %	1.4500	1.4500
Nominal APR %	17.40	17.40
Periodic Finance Charge	8.19	3.13
Finance Charge/ Cash Advance Fee		12.00
Annual Percentage Rate %		27.84
No. Days in Billing Period		31

Minimum Payment	
Payment Due Date	10/01/91
Past Due Amount	.00
Minimum Due Purchases/Advances	26.00
Call Charges +	110.82
Total Minimum Due	136.82

Grace Period: To avoid additional finance charges on purchases, pay the new balance by the payment due date.

Account Summary		
Previous Balance		295.42
Payments	-	23.42
Credits	-	.00
Purchases/Fees	+	503.49
New Advances	+	440.00
Finance Charges	+	23.32
Call Charges	+	110.82
New Balance		1,349.63

The *AT&T Universal Card* is issued by Universal Bank, Columbus, GA.

See reverse side for important information.

TCF-1001972

9704378452

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 8730 ATTY # 913 DATE: 09/04/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
8/28/91	4:14 PM		SANTA ROSACA	11.3 MIN	1490090-904	$2.10	PERSONAL / CLIENT / WHITE & CASE	
8/30/91	12:41 PM		BOSTON MA	17.8 MIN	1490090-904	$2.69	PERSONAL / CLIENT / WHITE & CASE	

APPROVAL

TSONGAS

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

KCP-1001979

9704378453

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 7730 ATTY # 913 DATE: 09/04/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
8/29/91	9:32 AM		BOSTON MA	17.5 MIN	1490090-904	$2.69	PERSONAL / CLIENT / WHITE & CASE	
8/29/91	1:11 PM		BOSTON MA	30.1 MIN	1490090-904	$4.63	PERSONAL / CLIENT / WHITE & CASE	

APPROVAL TSONGAS

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

Total $7.32

TCP-1001978

9704378454

p. 1 of 2.

Tsongas Expense Report

Date: 9/24/91

Name: DEMETRIOS BOUTRIS

Address: 2472 OAK GLEN DR.
L.A., CA 90068

To: Mr. Nick Rizzo
Re: Exp's for PET/Niki/Staff LA, SAC, SF tour + DAB organizing in SF, East Bay, Sac., Sonoma.

** RECEIPTS ATTACHED **

DATE	CITY, STATE	ITEMIZED EXPENSES (air, car rental, lodging, etc.)	~~PAID/DIRECT BIL~~	PAY ME
9/19-9/24	L.A., Cost of Rental Autos (1 Van, 14-door) for DNC + events		$267.67	✓
9/19	LA, Biltmore/DNC parking		$19.25	✓
9/20	L.A., Bernard's/Biltmore Fundraising Lunch		$220.68	✓
9/21	Sacto, CA - Shuttle for PET, Niki, DAB (Sacramento Driver missed pick up)		$59.00	✓
9/22	Sacto, CA - Tsakopoulos/Kolokotronis Bkfst Fundraiser		$306.84	✓
9/22	San Francisco, - Airport Parking		$2.00	✓
9/22	San Francisco Airport - PET's lunch w/ reporter		$8.81	✓
9/22-9/24	S.F., Bridge Toll	+ (2 crossings Bridge Toll	$4.00	✓
9/22-9/23	S.F., Rental Car		$75.04	✓

Submitted by: _____ Dept Head: _____ Auth by Finance: _____

Attach supporting invoices/receipts
Expense form plus supporting materials must be received at HQ within 60 days.

CONT'D

SCF-1001980

9704378455

Tsongas Expense Report

Date: 9/24/91

Name: D.A.B.

Address:

A* Cont'd

DATE	CITY, STATE	ITEMIZED EXPENSES (air, car rental, lodging, etc.)	~~PAID/DIRECT BILL~~	PAY ME
9/22	Parking for Marine Memorial Event -- S.F.		$ 8.25	✓
9/23	S.F., Newspapers	for PET + Niki / plane	$ 2.46	✓
9/23	S.F., Prospecting Dinner w/ Dan Miller (Environmental Leadership Forum -- MEGA BUCKS!!)		$ 37.50	✓
9/24	Sacramento, Lunch	w/ Sotiri Kalokardous (Major Donor)	$ 19.15	✓
9/25	Sacramento + Marin County	– Gasoline (2 receipts)	$ 23.77	✓
9/25	Santa Rosa/San Jose/Burbank	– Plane tickets re PET visit, Finance Meetings, Organizing.	$ 109.00	✓
9/26	L.A. – White & Case	Phonebill for Tsongas Campaign to Date	$ 41.54	✓

Submitted by: [signature] Dept Head: _____ Auth by Finance: David L. Goldman

Attach supporting invoices/receipts
Expense form plus supporting materials must be received at HQ within 60 days.

TOTAL: $1,204.96 ✓

TCP-100198.1

9 7 0 4 3 7 8 4 5 6

AmericanAirlines

PASSENGER TICKET AND BAGGAGE CHECK
SUBJECT TO CONDITIONS OF CONTRACT ON PASSENGER'S COUPON

PASSENGER'S COUPON

NAME OF PASSENGER — NOT TRANSFERABLE
BOUTRIS/D MR

DATE OF ISSUE
25SEP91

ORIGIN/DESTINATION

BOOKING REFERENCE
QJT9BV

ISSUED IN EXCHANGE FOR

DATE AND PLACE OF ORIGINAL ISSUE

CONJUNCTION TICKET(S)

001 24 5576 7850
AMERICAN AIRLINES
SANTA ROSA
STS408S 1E2902
#C

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR	NOT VALID BEFORE	NOT VALID AFTER	ALLOW
SANTA ROSA	AA	5311	H	25SEP	522P	OK	H			
X SAN JOSE CA SJC	AA	1163	H	25SEP	708P	OK	H			
BURBANK										
--VOID--										
--VOID--										

FORM OF PAYMENT: 025059

USD 99.09	STS AA X/SJC AA BUR99.09
9.91	99.09 END
USD 109.00	

06190100 0 | 001 24 55767850 4 | 65

TCP-1001982

9704378457

I agree to pay Seller, assignee, or transferee the total amount shown subject to the terms of the applicable Agreement with the issuer of the card presented, and hereby acknowledge prior receipt of such Agreement.

BUYER'S SIGNATURE AS PRINTED ON CREDIT CARD

X

SOLD BY

BOUTRIS/DEMETRIOS

EXXON

CREDIT SALE

DATE 09/25/91 TIME 10:27 TRANS #991024

COLLEGE TOWN EXXON

7901 COLLEGE TOWN DR SACRAMENTO CA 95826

PRODUCT		GALLONS	PRICE	AMOUNT
UNLEAD	S	15.16	1.159	17.57

PLEASE RETAIN THIS COPY FOR YOUR RECORDS

Total Includes All Applicable Federal, State And Local Taxes

CREDIT CARD TOTAL $17.57

TCF-1001983

CUSTOMER COPY

9704378458

Chevron U.S.A. Inc.

Thanks for buying CHEVRON

BOUTRIS/DEMETRIOS
BOB JOHANSENS CHEV.
SANTA ROSA CA 8305975

UNL/FULL	4.764G	@$1.189	$5.66
CANDY	1EA	$0.50	$0.50
STN#:000[illegible]813			
INV#:131[illegible]22	KUK	TAX	$0.04
AUTH#:000082		TOTAL	$6.20

ORIGINAL INVOICE —
RETAIN FOR YOUR RECORDS

X

Customer's [illegible]

[illegible] Incorporated herein.

Prices includes motor vehicle fuel tax (if applicable). Customer's Copy

CUSTOMER COPY

THANK YOU COME AGAIN
TL TORITO #095
SACRAMENTO, CA

SEP 24, 91 APPROVAL CODE

CUSTOMER NAME A BOUTRIS

TRANSACTION TYPE SALE

RECORD OF CHARGE # TERMINAL #

DESCRIPTION OF PURCHASE/SERVICES

TCF-1001984

BASE AMOUNT

TIP AMOUNT

TOTAL

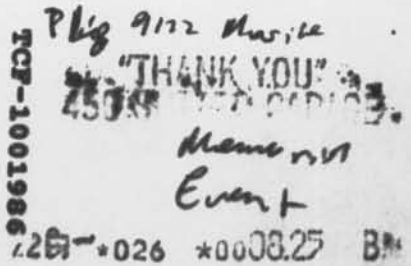
CUSTOMER SIGN HERE

X

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agr

9704337845469

9704378457C



9704437/8457/1

Bridge Toll

THANK YOU
GOLDEN GATE BRIDGE
COLLECTOR 014 LANE 3
$ 3.00 CASH
12:16 09/22/91

TCP-1001988

9704378457 2

F·I·L·L·M·O·R·E

– PROSPECTING DINNER WITH DAN MILLER

THE FILLMORE GRILL
2301 FILLMORE ST.
SAN FRANCISCO, CA. 94115

Environmental Leadership Forum

DEMETRIOS BOUTRIS
MERCHANT: 000625169800 001
REF NO. : 182 018
DATE : 09/23/91 20:44
ACCT NO.:
TYPE :
AUTH NO.: 087472
SERVER : 0063

SALE $ 33.50

TCF-1001989

QTY	CLASS	DESCRIPTION	AMOUNT

DATE	SERVER	SUB TOTAL	33 50
AUTHORIZATION	CLERK	TAX	
FOLIO/CHECK NO.		TIPS/MISC.	4 00
SALES DRAFT		TOTAL	37 50

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.

SALE ACKNOWLEDGED AND DRAFT ACCEPTED

X

CARDHOLDER SIGNATURE

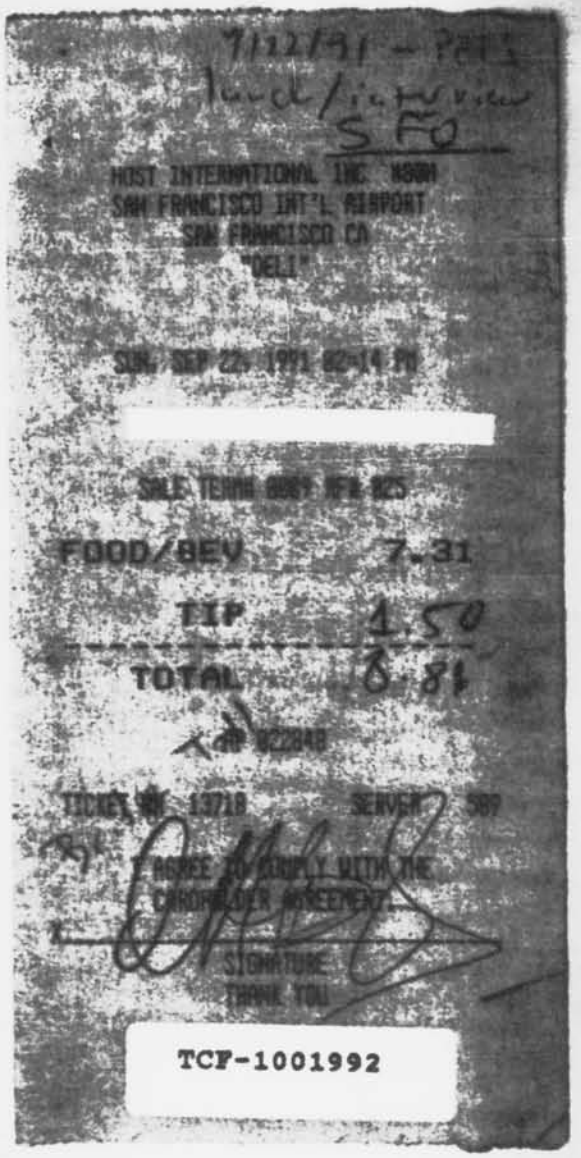
CUSTOMER COPY

9704378457/3

SAN FRANCISCO
INT'L AIRPORT
PARKING RECEIPT
Entrance 11:13 09/23/91 Lane 98
Exit 12:25 09/23/91 Lane 47
CASHIER 887 SEQ# 9683
AMOUNT PAID $8.00
*** thank you ***
TCF-1001990

9704337/8457/4

9704317845775



7/12/91 - Pat's land/interview SFO

HOST INTERNATIONAL INC #SWH
SAN FRANCISCO INT'L AIRPORT
SAN FRANCISCO CA
"DELI"

SUN, SEP 22, 1991 02:14 PM

SALE TERMS CHRG MFR #25

FOOD/BEV 7.31

TIP 1.50

TOTAL 8.81

TICKET # 13718 SERVER 389

I AGREE TO COMPLY WITH THE CARDHOLDER AGREEMENT.

SIGNATURE

TRAVL TOU

TCF-1001992

9704337/8495776

-Angelo Tsakopoulos' &
Sotiri Kolokotronis'
FUNDRAISER 9/22/91
-Cost of food borne by
DNC/Campaign

ANDIAMO!

SERVER 3841 TABLE 101/ 1 TIME 09:53

29 BOT ENTREE #1	247.95
NET SALES	247.95
SALES	19.22
BANQUET GRATUITY	39.67
GRAND TOTAL	306.84

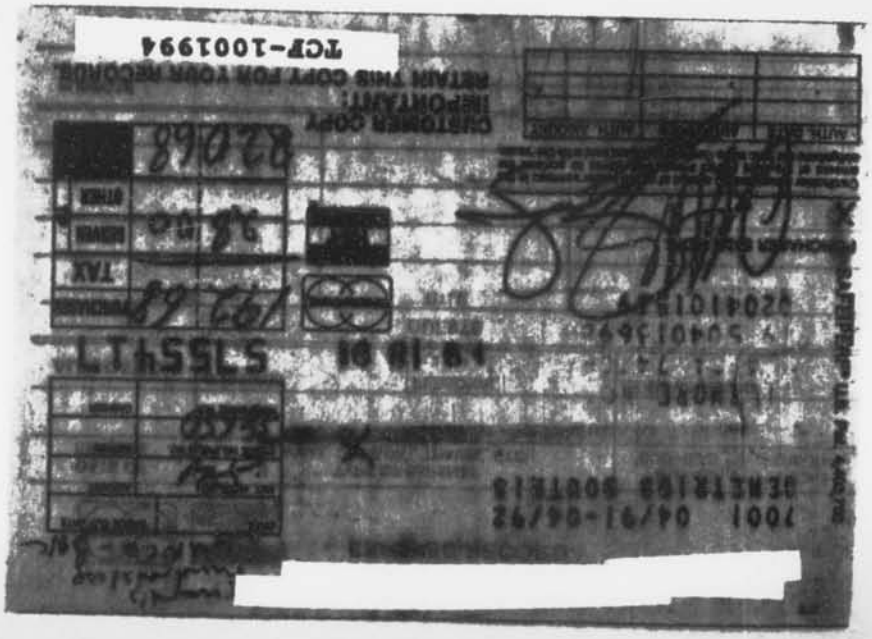
FEATURING NEW APPETIZER AND DINNER MENUS
PREPARED BY NEW CHEF STEVE CAMPANELLI

TCF-1001993

9/22/91 GUEST 29 NUMBER 170626

9704318457

9704378457 8



GOLD DUST AIRPORT SHUTTLE

4009 Leo's Lane • Carmichael, CA 95608

(916) 944-4444

PC-T
Niki
DAB

TRANSFER RECEIPT

COMPANY NAME: Tsongas for Pres

DATE: 9/21/91

FARE: ~~$59~~

SIGNATURE: Greg Marks

PSC - 7038
TCP - 7038-P

TCP-1001995

9 7 0 4 3 / 8 4 5 7 9

Advance Car —

BILTMORE
PLACE
PARKING

DATE 9-18-91

AMOUNT $1.9

CASHIER

THANK YOU

OPERATED BY
SYSTEM PARKING, INC.
TCP-1001996

9704378455C

RENTAL: 09/22/91 12:50 MASON STREET 0124010 #01 RN
RETURN: 09/23/91 12:49 MASON STREET 0124010

MARTIN K ALINTUCK

CDP: 99

91 PRDE M/S CA 2VKP869 01298/4083796

FUEL & SUC @ $ .119 MI $ 2.49 GL

LDW ACCEPTED AT $ 9.00 /DAY
LIS ACCEPTED AT $ 5.95 /DAY
PAI,PEC DECLINED

MILEAGE IN: 19932
MILEAGE OUT: 19852
MILES DRIVEN: 80

MILES ALLOWED:
MILES CHARGED:

PLAN:CWD RATE CLS:C
$ / WEEK
$ 45.99/ DAY
$ / XDAY
$ 16.00/ HOUR
$ / MILE

DAYS	1	$	45.99
EX HOURS		$	
EX DAYS		$	
WEEKS		$	
MILEAGE CHG		$	
SUBTOTAL		$	45.99
INTER CITY	(TX)	$	
ADDL CHARGES	(TX)	$	
LDW	(NT)	$	9.00
LIS	(NT)	$	5.95
PAI,PEC	(NT)	$	
FUEL & SUC	(TX)	$	9.52
TAXABLE SUBTOTAL		$	55.51
TAX .0825		$	4.58
TOTAL CHARGES		$	75.04
MISC		$	
VOUCHER		$	
RENTAL CERT		$	
DEPOSIT		$	
NET DUE		$	75.04

CC APP: $.00/
CC APP: $75.00/ 048648

PREPARED BY: 5223 COMPLETED BY: 0107
STATEMENT OF CHARGES - NOT VALID FOR RENTAL

TCP-1001997

RENTAL RECORD

2

9704331/8452-1

Hertz

The Hertz Corporation

1240

Rental Record No. 26815309 5

PICK-UP AT A GAN
[illegible] ST WEST
SAN FRANCISCO, CA 94103
PHONE: (415) 771-2200

TIME IN

TIME OUT 12:50

05/23/91 04/92 CV
MARTIN K ALINTUCK
4218 [illegible] ST.
EMERYVILLE CA [illegible]

LOCATION/STALL NO.

VEHICLE NO

RETURNED TO AREA & LOC NO CASF410

VEHICLE LIC NO STATE

CHECK-IN CREDIT APP.

VEH. MAKE-BODY STYLE: TRUPLE

MILEAGE SUB UPG RATE PLAN OUT

C

DRIVING CITY AREA NO 1298

VEH CLS C

# 1 CLUB NO	UPG	CDP I.D. NO	CREDIT APP /DATE/AMT
		99	9/22 75536

DAYS 4 99

FORM OF PAY	OTHER IDENTIFICATION

MILEAGE IN

MILEAGE OUT 19852

EXTRA HRS 16.00

DRIVER'S LICENSE NO	STATE	EXPIRES	MTH YR OF BIRTH

MILES DRIVEN

WK/MTH/EX DY

VEHICLE TO BE RETURNED TO (CITY/STATE)	LOC NO	DUE DATE
420 Hyde St.		9/24

UNL MILES ALLOWED

MILES @

VEHICLE RENTED AT (CITY/STATE)	AREA & LOCATION NO
420 MASON ST., SAN FRANCISCO, CA	1240-10 CASFD10

FUEL AND SERVICE CHARGE

☐ PER MILE ☐ 2.49 PER GALLON

SUBTOTAL

TANK CAP	FUEL OUT	FUEL IN
	F	

VOUCHER/CERTIFICATE NO

SUBTOTAL

I T NO PROM NO

F T NO

SERVICE CHARGE

H G NO

ADDITIONAL CHARGES

RATE CONDITIONS—HIGHER RATES, MILEAGE CHGS AND/OR DROP CHGS WILL APPLY IF CAR IS NOT KEPT FOR AT LEAST DAYS

FUEL AND SERV CHG

SUBTOTAL

☐ RETURNED TO RENTING LOCATION

☐ RETURNED BY

TAX

UNL MILES ALLOWED PER ☐ DAY ☐ WK ☐ MO

LDW (DAILY) $ 7.00

EXTRA MILES CHGD $ EACH

LIS (DAILY) $ 5.49

☐ YOU AGREE TO UPGRADE AT ADDITIONAL CHARGE

PAI & PEC (DAILY) $ 2.99

RESERVATION

TOTAL CHARGES

RESERVATION I D NO

MISC

REFERRAL SOURCE RES CLASS

LESS DEPOSIT (If Any)

PREPARED BY Sm 2

DEPOSIT $ N.A. NC

NET DUE

COMPUTED BY

RATE PLAN IN

DEPOSIT REFUND $

RECEIVED BY X

DO NOT PAY FROM THIS COPY ALL CHARGES SUBJECT TO AUDIT

NOTICE: UNLESS A LESSER AMOUNT IS SHOWN BELOW, YOU ARE RESPONSIBLE FOR ALL LOSS OF OR DAMAGE TO THE RENTED VEHICLE EVEN IF SOMEONE ELSE CAUSED IT OR THE CAUSE IS UNKNOWN, EXCEPT FOR ACCIDENTAL FIRE OR ACTS OF NATURE. YOU ARE RESPONSIBLE FOR THE COST OF REPAIR UP TO THE VALUE OF THE VEHICLE, PLUS LOSS OF USE, TOWING, STORAGE, IMPOUND FEES, AND AN ADMINISTRATIVE CHARGE. YOUR OWN INSURANCE MAY COVER ALL OR PART OF YOUR RESPONSIBILITY. CHECK WITH YOUR INSURER ABOUT YOUR COVERAGE. HERTZ WILL NOT HOLD YOU RESPONSIBLE IF YOU BUY THE OPTIONAL LOSS DAMAGE WAIVER. THIS WAIVER WILL NOT PROTECT YOU IF YOU USE THE CAR AS PROHIBITED UNDER PARAGRAPH 5 OF THIS AGREEMENT. THE WAIVER COSTS $9.00 FOR EACH FULL OR PARTIAL DAY. BY SIGNING THIS AGREEMENT YOU AGREE AND UNDERSTAND THE ABOVE AND ALL TERMS, CONDITIONS AND YOUR OBLIGATIONS SHOWN ON THE FOLDER (CA19-6-3) DELIVERED TO YOU WITH THIS RENTAL RECORD.

THIS VEHICLE MAY NOT BE DRIVEN INTO MEXICO.

X [signature]

	ACCEPT	DECLINE	
LDW	X Y	X	LOSS DAMAGE WAIVER (LDW). BY INITIALS, you accept, at rate shown, or decline Hertz waiver of your responsibility for up to FULL VALUE of vehicle loss or damage except from accidental fire or acts of nature, per Par. 4 on the folder. LDW IS NOT INSURANCE.
LIS	X Y	X	LIABILITY INSURANCE SUPPLEMENT (LIS). BY INITIALS, you accept, at rate shown, or decline LIS. You acknowledge reading SUMMARY of Coverage on the back of the folder.
PAI PEC	X N	X	PERSONAL ACCIDENT INSURANCE (PAI) AND PERSONAL EFFECTS COVERAGE (PEC). BY INITIALS, you accept, at rate shown, or decline PAI & PEC. You acknowledge reading SUMMARY of Coverage on the back of the folder.

FUEL PURCHASE OPTION CHOSEN FOR AMOUNT SHOWN. NO REFUNDS.

Rental Record No. 26 [illegible] 5 1240

4-1 102A (2/91)

Direct all inquiries to THE HERTZ CORPORATION P O BOX 26141 OKLAHOMA CITY OK 73126 TCF-1001998

9703431845832

Hertz Express Return

If using Express Return, please complete the following information and deposit this portion in the Express Return Box. A detailed copy of your rental charges will be mailed to you promptly.

Return Date ☐ **Return Time** ☐ ☐ AM. ☐ PM.

Return Mileage ☐☐☐☐☐

☐ **I did NOT buy gas.**

☐ **I DID buy gas and the fuel gauge level is: (Circle One)**

E	⅛	¼	⅜	½	⅝	¾	⅞	F

97043784533

TCF-1001999

LA/DNC

Rental Car Totals: #154.52
113.15
267.67

National
Paper-Less Express

LOS ANGELES AP
RENTAL: 9/19/91 2029
RETURN: 9/21/91 2003 LOS ANGELES AP 00101
XX

RETURN RA FE40216-4

FINAL CHARGES

RATE CHG	$	109.80
*TOTAL T&M	$	109.80
*REFUEL SC	$	32.94
NET DUE	$	142.74
TAX 8.250%	$	11.78
AMT DUE	$	154.52

OWN 009 DEMETRIOS BOUTRIS 3472 OAK GLEN DR
LIC CA LOS ANGELES CA 90068
MILES IN: 588 OUT: 371 DRIVEN: 217

RATE ALTD RATE CLASS Y MIN RENTAL DAYS 1

$54.90/DLY $384.30/WK $18.25/HR
$109.80/ 2

$ 2.440/GAL TX REFUEL SC $.144/MI

)4/92 AUTH:$021315 $ 154 9/21/91

ADD A1281006

CUSTOMER CONFIRMED RENTAL WAS SATISFACTORY

THANK YOU FOR RENTING WITH NATIONAL

COPY ONE
* TAXABLE CHARGES

9704378495334

TCF-1002000

RETURN/CORRECTION REPORT

☑ RETURN REPORT ☐ CORRECTION REPORT

ORIGINAL SENT TO HOME OFFICE

☑ YES ☐ NO

[redacted]

(10) RESERVATION NUMBER

(69) YOUR COMPANY'S NAME (PLEASE PRINT)

(68) RENTER'S (CUSTOMER'S) NAME (AND PLEASE PRINT)

(70) ADDRESS

(71) CITY

BIRTHDATE | (73) FREQUENT TRAVELER NO.

DRIVERS LICENSE NO. | STATE

EXPIRATION DATE | (AREA CODE) HOME AND/OR BUSINESS TELEPHONE

RENTER'S (CUSTOMER) NAME

ADDRESS

CITY

LOCAL ADDRESS

[redacted]

TCF-1002001

National CarRental

PLEASE DETACH AND RETURN THIS STUB WITH PAYMENT

GOLDENROD
CUSTOMER MEMO

5

9704337845355

9704378456

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 8730 ATTY # 913 DATE: 09/11/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED		LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
9/03/91	4:18 PM		BOSTON	MA	13.8 MIN	1490090-904	$3.44	PERSONAL / CLIENT / WHITE & CASE	
9/03/91	4:33 PM		MODESTO	CA	27.5 MIN	1490090-904	$4.64	PERSONAL / CLIENT / WHITE & CASE	
9/04/91	11:09 AM		BOSTON	MA	16.6 MIN	1490090-904	$2.54	PERSONAL / CLIENT / WHITE & CASE	
9/04/91	2:22 PM		BOSTON	MA	13.7 MIN	1490090-904	$2.09	PERSONAL / CLIENT / WHITE & CASE	

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

SCF-100202

Total
W&C Tsougas
Calls to Dore
$41.54

9704378457

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 7730 ATTY # 913 DATE: 09/11/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
9/05/91	1:30 PM		BOSTON MA	15.5 MIN	1490090-904	$2.39	PERSONAL / CLIENT / WHITE & CASE	

DAB

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL24) AS SOON AS POSSIBLE

SCF-1002003

9 7 0 4 3 / 8 4 5 3 8

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 8730 ATTY # 913 DATE: 09/19/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
9/17/91	5:09 PM		RESEDA CA	22.8 MIN		$2.05	PERSONAL / CLIENT / WHITE & CASE	- N/C
9/16/91	10:32 PM		SACRAMENTOCA	23.4 MIN	1490090-904	$2.83	PERSONAL / CLIENT / WHITE & CASE	
9/18/91	10:23 AM		BOSTON MA	15.2 MIN	1490090-904	$2.39	PERSONAL / CLIENT / WHITE & CASE	
9/18/91	11:20 AM		BOSTON MA	21.0 MIN	1490090-904	$3.14	PERSONAL / CLIENT / WHITE & CASE	

APPROVAL DAB

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LEXIS) AS SOON AS POSSIBLE

TCF-1002004

9 7 0 4 3 / 8 4 5 3 9

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 8730 ATTY # 913 DATE: 09/23/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
9/18/91	3:16 PM		ANDOVER MA	28.4 MIN	1490090-904	84.33	PERSONAL / CLIENT / WHITE & CASE	
9/18/91	5:09 PM		SAN DIEGO CA	37.7 MIN	1490090-904	84.59	PERSONAL / CLIENT / WHITE & CASE	

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LL26) AS SOON AS POSSIBLE

ECF-100205

970437 8452

WHITE & CASE - LOS ANGELES OFFICE

TO: MR D BOUTRIS EXT: 7730 ATTY # 913 DATE: 09/19/91 PAGE: 1

The following telephone calls were charged to White & Case or personal matters. Please indicate whether these items are Personal, Client or White & Case charges. Please circle the appropriate type and indicate Client Matter name and number or Personal number. PLEASE NOTE: ALL PERSONAL CHARGES WILL APPEAR ON YOUR PERSONAL DISBURSEMENT STATEMENT.

DATE	TIME	NUMBER CALLED	AREA CALLED	LENGTH OF CALL	CLIENT MTR	CHG AMOUNT	TYPE OF CHARGE (CIRCLE ONE)	CHARGE NUMBER
9/17/91	11:33 AM		BOSTON MA	29.6 MIN	1490090-904	$4.48	PERSONAL / CLIENT / WHITE & CASE	
9/17/91	12:19 PM		SANTA ROSACA	14.6 MIN	1490090-904	$2.6[illegible]	PERSONAL / CLIENT / WHITE & CASE	

DMB

APPROVAL

PLEASE RETURN THIS FORM TO SYLVIA THOMPSON IN THE NEW YORK OFFICE (LEX) AS SOON AS POSSIBLE

TCF-1002006

Leadership Training Associates, Inc.

TO: NICK RIZZO

FROM: SUSAN SHULMAN

DATE: MAY 19, 1992

RE: TSONGAS CAMPAIGN EXPENSES

Attached are some of the more obvious expenses I incurred as state coordinator in Georgia for 1992. These expenses total $259.40. A reimbursement check would be greatly appreciated. Please make payment to: Leadership Training Associates, PO Box 12452, Atlanta, Georgia 30335.

I you have questions, I can be reached at 404/237-1374.

Many thanks.

Susan Shulman

970431/845021

9704378452 2

Direct Dialed Calls

	Date	Place Called		*Rate	Time	Min.	AMOUNT	TOTAL
1.	DEC 10	BEECH IS	SC	AD	321PM	3	.63	
2.	JAN 2	LA JOLLA	CA	AD	431PM	1	.24	
3.	JAN 2	CHAPELHILL	NC	AE	509PM	10	1.46	
4.	JAN 3	LA JOLLA	CA	AD	300PM	2	.49	
5.	JAN 13	LA JOLLA	CA	AD	1151AM	1	.24	
6.	JAN 13	CHAPELHILL	NC	AD	454PM	1	.23	
7.	JAN 14	NEENAH	WI	AD	159PM	4	.92	
8.	JAN 14	CHILDERSBG	AL	AD	332PM	1	.21	
9.	JAN 14	CHILDERSBG	AL	ADM	456PM	5	.98	
10.	JAN 16	BOSTON	MA	AD	1150AM	2	.49	
11.	JAN 16	CHILDERSBG	AL	AD	259PM	2	.42	
12.	JAN 20	CHAPELHILL	NC	AE	417PM	3	.43	
13.	JAN 21	WASHINGTON	DC	AD	254PM	1	.23	
14.	JAN 22	BEECH IS	SC	AD	905AM	1	.21	
15.	JAN 22	BOSTON	MA	AD	1121AM	2	.49	
16.	JAN 22	BOSTON	MA	AD	1123AM	1	.24	
17.	JAN 22	BOSTON	MA	AD	219PM	2	.49	
18.	JAN 22	BOSTON	MA	AD	355PM	1	.24	
19.	JAN 30	HEPHZIBAH	GA	AD	1028AM	4	1.02	
20.	JAN 30	SUMMIT	NJ	AD	1048AM	1	.23	
					Subtotal			9.89

AT&T Telephone Calls Charged to a Southern Bell Calling Card for

	Date	Place Called		*Rate	Time	Min.		
21.	JAN 7	SMYRNA	GA	ADC	342PM	1	1.02	
		FR BEECH IS	SC					
22.	JAN 8	SMYRNA	GA	ADC	305PM	5	1.88	
		FR BEECH IS	SC					
23.	JAN 8	ATLANTA	GA	ADC	311PM	6	2.09	
		FR BEECH IS	SC					
24.	JAN 8	ATLANTA	GA	ADC	320PM	2	1.23	
		FR BEECH IS	SC					

Rate Applied - See Back of Page

FP 052219

(continued)▶

	AMOUNT	TOTAL
Monthly Service Charges		
1. Interstate, Canada and/or 809 Directory Assistance Usage		
1 Billable Call(s) at $.65 per call	.65	
Subtotal		.65

Direct Dialed Calls

	Date	Place Called		*Rate	Time	Min.		
2.	FEB 27	WASHINGTON	DC	AE	510PM	1	.15	
3.	FEB 27	BOSTON	MA	AE	526PM	3	.45	
4.	FEB 27	WASHINGTON	DC	AE	530PM	1	.15	
5.	MAR 5	BOSTON	MA	AD	1003AM	1	.24	
6.	MAR 5	ANDOVER	MA	AD	1102AM	1	.24	
7.	MAR 5	COLUMBIA	SC	AD	1111AM	4	.84	
8.	MAR 5	NATCHEZ	MS	AD	1116AM	1	.23	
9.	MAR 5	SAVANNAH	GA	AD	1117AM	7	1.76	
10.	MAR 5	BOSTON	MA	AD	1139AM	2	.49	
11.	MAR 5	SUMMIT	NJ	AD	141PM	6	1.38	
12.	MAR 5	BOSTON	MA	AD	201PM	26	6.39	
13.	MAR 5	LA JOLLA	CA	AD	246PM	1	.24	
14.	MAR 5	LA JOLLA	CA	AD	247PM	2	.49	
15.	MAR 6	COLUMBIA	SC	AD	846AM	2	.42	
16.	MAR 6	BOSTON	MA	AD	848AM	2	.49	
17.	MAR 6	DORCHESTER	MA	AD	1033AM	5	1.23	
18.	MAR 6	BEECH IS	SC	AD	1058AM	1	.21	
19.	MAR 6	LA JOLLA	CA	AD	1138AM	2	.49	
20.	MAR 6	NEENAH	WI	AD	1143AM	1	.23	
21.	MAR 6	NEW YORK	NY	AD	225PM	1	.23	
22.	MAR 6	CARNEGIE	PA	AD	404PM	1	.23	
23.	MAR 6	FARMESBRCH	TX	AD	441PM	1	.23	
24.	MAR 6	LA JOLLA	CA	AD	445PM	1	.24	
25.	MAR 6	CARNEGIE	PA	AE	512PM	3	.45	
26.	MAR 9	BEECH IS	SC	AD	1105AM	1	.21	
27.	MAR 9	CARNEGIE	PA	AD	1110AM	1	.23	
28.	MAR 9	NEW YORK	NY	AD	250PM	1	.23	
29.	MAR 9	FARMESBRCH	TX	AD	252PM	1	.23	
30.	MAR 9	CARNEGIE	PA	AD	253PM	1	.23	
								11.32

*Rate Applied - See Back of Page

FP 052339

(continued)▶

9704378493

Direct Dialed Calls (continued)

	Date	Place Called		*Rate	Time	Min.	AMOUNT	TOTAL
31.	MAR 9	NEENAH	WI	AD	452PM	1	.23	
32.	MAR 10	CARNEGIE	PA	AD	239PM	15	3.45	
33.	MAR 10	BEECH IS	SC	AD	300PM	6	1.26	
34.	MAR 11	NEENAH	WI	AD	916AM	1	.23	
35.	MAR 11	BOSTON	MA	AD	939AM	1	.24	
36.	MAR 11	FARMESBRCH	TX	AD	1115AM	9	2.07	
37.	MAR 12	BOSTON	MA	AD	1019AM	1	.24	
38.	MAR 12	BOSTON	MA	AD	1025AM	1	.24	
39.	MAR 12	ANDOVER	MA	AD	1226PM	2	.49	
40.	MAR 13	ANDOVER	MA	AD	1005AM	1	.24	
41.	MAR 13	ANDOVER	MA	AD	1032AM	1	.24	
42.	MAR 13	LA JOLLA	CA	AD	131PM	1	.24	
43.	MAR 13	JACKSONVL	FL	AD	216PM	2	.42	
44.	MAR 13	FARMESBRCH	TX	AD	218PM	1	.23	
45.	MAR 13	BOSTON	MA	AD	258PM	4	.98	
46.	MAR 13	FARMESBRCH	TX	AE	521PM	6	.66	
47.	MAR 16	WASHINGTON	DC	AD	1011AM	1	.23	
48.	MAR 16	FARMESBRCH	TX	AD	1101AM	4	.92	
49.	MAR 17	NEWBRNSWCK	NJ	AD	253PM	2	.46	
50.	MAR 17	LA JOLLA	CA	AD	343PM	1	.24	
51.	MAR 17	ANDOVER	MA	AD	441PM	1	.24	
52.	MAR 19	BOSTON	MA	AD	1136AM	1	.24	
53.	MAR 19	FARMESBRCH	TX	AD	1256PM	1	.23	
54.	MAR 19	BOSTON	MA	AD	112PM	13	3.19	
55.	MAR 19	FARMESBRCH	TX	AD	216PM	2	.46	
56.	MAR 19	FARMESBRCH	TX	AD	358PM	13	2.99	
57.	MAR 20	ROUND ROCK	TX	AD	935AM	2	.46	
58.	MAR 20	BOSTON	MA	AD	1204PM	11	2.70	
59.	MAR 20	LA JOLLA	CA	AD	1223PM	1	.24	
60.	MAR 20	DORCHESTER	MA	AD	358PM	19	4.67	
61.	MAR 20	LA JOLLA	CA	AD	437PM	2	.49	
62.	MAR 23	DORCHESTER	MA	AD	321PM	11	2.70	
63.	MAR 25	PHILA	PA	AD	1207PM	2	.46	
								49.04

*Rate Applied - See Back of Page

FP 052339

(continued)▶

9704378452?4

					AMOUNT	TOTAL
Direct Dialed Calls (continued)						
Date	*Place Called*		*Rate	*Time	*Min.*	
64. MAR 25	ANDOVER	MA	AD	345PM	2	.49
				Subtotal		51.50
AT&T Telephone Calls Charged to a Southern Bell Calling Card for 404-237-1374						
Date	*Place Called*		*Rate	*Time	*Min.*	
65. FEB 28	WILMINGTON	DE	ADC	1127AM	1	1.04
	FR ATLANTA	GA				
66. MAR 12	BOSTON	MA	ADC	113PM	6	2.80
	FR ATLANTA	GA				
				Subtotal		3.84
Total Charge For Itemized Calls			55.34			
Taxes						
67. Federal Tax					1.68	
				Subtotal		1.68
AT&T Current Charges						57.67

Messages

****

Moving? Adding locations? Need advice on long distance service? Call AT&T on 1 800 222-0400.

329

This portion of your bill is provided as a service to AT&T. There is no connection between Southern Bell and AT&T. You may choose another company for your long distance telephone calls while still receiving your local telephone service from Southern Bell.

*Rate Applied - See Back of Page

FP 052339

(continued)▶

9704337845525

US Sprint

Account Number:
Bill Date: Apr 2, 1992 ATLH
Page 7

Calling Card Calls

	Date	Place Called		*Rate	Time	Min.	AMOUNT	TOTAL
1.	MAR 6	BOSTON	MA	ADS	412PM	1	2.61	
		FR ATLANTA	GA					
2.	MAR 13	FALMOUTH	MA	ADS	1030AM	1	2.11	
		FR ATLANTA	GA					
3.	MAR 13	ANDOVER	MA	ADS	1033AM	2	2.37	
		FR ATLANTA	GA					
					Subtotal			7.09

Total Charge for Itemized Calls 7.09

Taxes

4. Federal Tax .21

Subtotal .21

US Sprint Current Charges 7.30

4.98

This portion of your bill is provided as a service to US Sprint. There is no connection between Southern Bell and US Sprint.

*Rate Applied - See Back of Page

FP 052339

9704378455726

TCF-1002012

Direct Dialed Calls

	Date	Place Called		*Rate	Time	Min.	AMOUNT	TOTAL
1.	JAN 29	BOSTON	MA	AD	1109AM	1	[illegible]	
2.	JAN 29	BEECH IS	SC	AD	1149AM	1	.21	
3.	JAN 31	BOSTON	MA	AD	1151AM	1	.24	
4.	JAN 31	SUMMIT	NJ	AD	1154AM	1	.23	
5.	JAN 31	BOSTON	MA	AD	151PM	1	.24	
6.	JAN 31	SAVANNAH	GA	AD	408PM	3	.77	
7.	JAN 31	SUMMIT	NJ	AD	428PM	1	.23	
8.	FEB 3	BOSTON	MA	AD	910AM	1	.24	
9.	FEB 3	BOSTON	MA	AD	946AM	1	.24	
10.	FEB 3	WACO	TX	AD	1019AM	3	.69	
11.	FEB 3	BOSTON	MA	AD	1229PM	1	.24	
12.	FEB 3	BOSTON	MA	AD	200PM	1	.24	
13.	FEB 3	BOSTON	MA	AD	335PM	5	1.25	
14.	FEB 3	BOSTON	MA	AD	340PM	2	.49	
15.	FEB 4	BOSTON	MA	AD	1000AM	1	.24	
16.	FEB 4	BOSTON	MA	AD	1000AM	3	.73	
17.	FEB 4	BOSTON	MA	AD	1051AM	1	.24	
18.	FEB 4	BOSTON	MA	AD	1120AM	2	.49	
19.	FEB 4	BOSTON	MA	AD	222PM	2	.49	
20.	FEB 5	BOSTON	MA	AD	217PM	4	.98	
21.	FEB 5	BOSTON	MA	AD	244PM	2	.49	
22.	FEB 5	CARNEGIE	PA	AD	426PM	1	.23	
23.	FEB 5	NEW YORK	NY	AD	440PM	2	.46	
24.	FEB 5	NO PHOENIX	AZ	AD	442PM	2	.49	
25.	FEB 6	BOSTON	MA	AD	1001AM	2	.49	
26.	FEB 6	BOSTON	MA	AD	1020AM	8	1.96	
27.	FEB 6	NEW YORK	NY	AD	1027AM	1	.23	
28.	FEB 6	CARNEGIE	PA	AD	1029AM	17	3.91	
29.	FEB 6	NEW YORK	NY	AD	1114AM	2	.46	
30.	FEB 7	BOSTON	MA	AD	1058AM	1	.24	
31.	FEB 10	WACO	TX	AD	1017AM	1	.23	
32.	FEB 11	WACO	TX	AD	107PM	2	.46	
33.	FEB 11	BOSTON	MA	AD	128PM	2	.49	

*Rate Applied - See Back of Page

FP 052153

(continued)▶

9704378452?

Direct Dialed Calls (continued)

	Date	Place Called		*Rate	Time	Min.	AMOUNT	TOTAL
34.	FEB 11	BOSTON	MA	AD	148PM	22	5.41	
35.	FEB 11	WAYNESBORO	GA	AD	415PM	6	1.51	
36.	FEB 12	SUMMIT	NJ	AD	316PM	1	.23	
37.	FEB 13	BOSTON	MA	AD	915AM	3	.73	
38.	FEB 13	FARMESBRCH	TX	AD	1135AM	1	.23	
39.	FEB 13	BOSTON	MA	AD	1227PM	1	.24	
40.	FEB 13	BOSTON	MA	AD	1243PM	20	4.92	
41.	FEB 13	FARMESBRCH	TX	AD	431PM	1	.23	
42.	FEB 13	BOSTON	MA	AD	455PM	1	.24	
43.	FEB 14	FARMESBRCH	TX	AD	1154AM	1	.23	
44.	FEB 14	BOSTON	MA	AD	1238PM	3	.73	
45.	FEB 14	CARNEGIE	PA	AD	205PM	2	.46	
46.	FEB 14	ANDOVER	MA	AD	240PM	1	.24	
47.	FEB 14	BEECH IS	SC	AD	416PM	1	.21	
48.	FEB 14	BEECH IS	SC	AD	417PM	6	1.26	
49.	FEB 14	LA JOLLA	CA	AD	425PM	2	.49	
50.	FEB 14	SUMMIT	NJ	AD	458PM	1	.23	
51.	FEB 16	BOSTON	MA	AN	237PM	1	.13	
52.	FEB 16	BOSTON	MA	AN	426PM	1	.13	
53.	FEB 17	SAVANNAH	GA	AD	1157AM	2	.52	
54.	FEB 17	BOSTON	MA	AE	142PM	2	.30	
55.	FEB 17	BOSTON	MA	AE	218PM	2	.30	
56.	FEB 19	ANDOVER	MA	AD	952AM	7	1.72	
57.	FEB 19	BOSTON	MA	AD	959AM	1	.24	
58.	FEB 19	ANDOVER	MA	AD	1105AM	1	.24	
59.	FEB 19	BOSTON	MA	AD	1107AM	1	.24	
60.	FEB 19	MACON	GA	AD	110PM	3	.74	
61.	FEB 19	AMERICUS	GA	AD	131PM	5	1.22	
62.	FEB 19	BOSTON	MA	AD	150PM	1	.24	
63.	FEB 19	BOSTON	MA	AD	223PM	10	2.46	
64.	FEB 19	ANDOVER	MA	AD	428PM	3	.73	
65.	FEB 19	WASHINGTON	DC	AE	500PM	1	.15	
66.	FEB 19	RICHMOND	VA	AE	521PM	1	.15	

*Rate Applied - See Back of Page

FP 052153

(continued)▶

9704337845208

Direct Dialed Calls (continued)

	Date	Place Called		*Rate	Time	Min.	AMOUNT	TOTAL
67.	FEB 20	BOSTON	MA	AD	850AM	2	.49	
68.	FEB 20	BOSTON	MA	AD	1139AM	4	.98	
69.	FEB 20	BETHESDA	MD	AD	313PM	5	1.15	
70.	FEB 20	ANDOVER	MA	AD	318PM	4	.98	
71.	FEB 20	BOSTON	MA	AD	339PM	2	.49	
72.	FEB 20	BOSTON	MA	AD	455PM	1	.24	
73.	FEB 20	ANDOVER	MA	ADH	456PM	32	5.24	
74.	FEB 20	CAMBRIDGE	MA	AE	538PM	1	.15	
75.	FEB 20	CAMBRIDGE	MA	AE	538PM	1	.15	
76.	FEB 24	BOSTON	MA	AD	952AM	2	.49	
77.	FEB 24	BOSTON	MA	AD	1117AM	1	.24	
78.	FEB 24	BOSTON	MA	AD	1120AM	1	.24	
79.	FEB 24	BOSTON	MA	AD	1120AM	2	.49	
80.	FEB 24	ANDOVER	MA	AD	1122AM	1	.24	
81.	FEB 24	BOSTON	MA	AD	1134AM	17	4.18	
82.	FEB 24	ANDOVER	MA	AD	1209PM	3	.73	
83.	FEB 24	ALBANY	GA	AD	1213PM	3	.77	
84.	FEB 24	BOSTON	MA	AD	118PM	1	.24	
85.	FEB 24	BOSTON	MA	AD	127PM	5	1.23	
86.	FEB 24	BOSTON	MA	AD	137PM	4	.98	
87.	FEB 24	BOSTON	MA	AD	150PM	6	1.47	
88.	FEB 24	BOSTON	MA	AD	220PM	9	2.21	
89.	FEB 24	BOSTON	MA	AD	246PM	35	8.61	
90.	FEB 24	BOSTON	MA	AD	334PM	1	.24	
91.	FEB 24	ANDOVER	MA	AD	348PM	2	.49	
92.	FEB 24	BOSTON	MA	AD	352PM	8	1.96	
93.	FEB 24	BOSTON	MA	AD	410PM	3	.73	
94.	FEB 24	BOSTON	MA	AD	425PM	3	.73	
95.	FEB 24	BOSTON	MA	AD	429PM	3	.73	
96.	FEB 24	BOSTON	MA	AD	443PM	7	1.72	
97.	FEB 25	BOSTON	MA	AD	1124AM	29	7.15	
98.	FEB 25	BOSTON	MA	AD	1215PM	5	1.23	
99.	FEB 25	BOSTON	MA	AD	1241PM	1	.24	

*Rate Applied - See Back of Page

(continued)▶

97U43784509

AT&T

Account Number:
Bill Date: Mar 2, 1992 ATLN
Page 8

Direct Dialed Calls (continued)

	Date	Place Called		*Rate	Time	Min.	AMOUNT	TOTAL
100.	FEB 25	BOSTON	MA	AD	101PM	1	.24	
101.	FEB 25	BOSTON	MA	AD	102PM	2	.49	
102.	FEB 25	BOSTON	MA	AD	418PM	1	.24	
103.	FEB 25	BOSTON	MA	AD	426PM	1	.24	
104.	FEB 25	WASHINGTON	DC	AE	523PM	2	.30	
105.	FEB 25	BOSTON	MA	AE	527PM	5	.76	
106.	FEB 27	BOSTON	MA	AD	1002AM	1	.24	
107.	FEB 27	BOSTON	MA	AD	1003AM	1	.24	
108.	FEB 27	BOSTON	MA	AD	1028AM	6	1.47	
109.	FEB 27	ANDOVER	MA	AD	1109AM	8	1.96	
110.	FEB 27	BOSTON	MA	AD	1117AM	1	.24	
111.	FEB 27	BOSTON	MA	AD	1214PM	23	5.65	
112.	FEB 27	AMERICUS	GA	AD	109PM	5	1.22	
113.	FEB 27	ARLINGTON	VA	AD	319PM	1	.23	
114.	FEB 27	BOSTON	MA	AD	322PM	8	1.96	
115.	FEB 28	WILMINGTON	DE	AD	107PM	1	.23	
116.	FEB 29	DENVER	CO	AN	233PM	4	.53	
117.	MAR 1	BOSTON	MA	AE	522PM	22	3.34	
					Subtotal		1.96	112.71

AT&T Telephone Calls Charged to a Southern Bell Calling Card for 404-237-1374

	Date	Place Called		*Rate	Time	Min.		
118.	FEB 18	SMYRNA	GA	AEC	639PM	14	3.01	28.63
		FR CORAOPOLIS	PA					
119.	FEB 18	ATLANTA	GA	AEC	654PM	1	.95	1.95
		FR CORAOPOLIS	PA					
120.	FEB 18	ATLANTA	GA	AEC	655PM	3	1.27	126.34
		FR CORAOPOLIS	PA					
121.	FEB 18	ATLANTA	GA	AEC	659PM	1	.95	
		FR CORAOPOLIS	PA					
122.	FEB 18	ATLANTA	GA	AEC	701PM	1	.95	
		FR CORAOPOLIS	PA					
					Subtotal			7.13

-16.95
95.76

9703437849 6 0 C

FEDERAL EXPRESS

BILL TO: LEADERSHIP TRAINING ASSOC
3565 PIEDMONT RD BLDG 3
ATLANTA, GA 30305

SENDER ACTIVITY SUMMARY

INVOICE NO.

PAGE 1 OF
DATE 03/09
NO. 1526-308

TRACKING NOS REFERENCE	SENDER'S NAME AND ADDRESS	RECIPIENT INFORMATION AND PROOF OF DELIVERY	PACKAGES & WEIGHT	SERVICES	CHARGES	NET CHARGES
1605741550	LEADERSHIP TRAINING ASSOC 3565 PIEDMONT RD BLDG 3 ATLANTA, GA 30305	DAN TEREE 320 A WILLIAMSON ST SAVANNAH, GA 31401 AA	1/ 1	STANDARD PAK DISCOUNT	15.50 -2.50	
16402083 1	1ST ATTEMPT 02/26/92 12:16 08 DROP OFF 02/25/92	DELIVERED 02/27/92 12:08 SIGNED: D TEREE				13.
		SENDER SUBTOTAL	13.00	PAY THIS AMOUNT		13.

TCP-1002016

QUESTIONS? CALL OUR BILLING SERVICE CENTER 800-622-1147, 7AM - 6PM (CST) MONDAY - FRIDAY (IN MEMPHIS, TN, CALL 901-397-2000)
TO ENSURE PROPER CREDIT PLEASE RETURN THE REMITTANCE ADVICE (1ST PAGE OF THIS INVOICE) WITH YOUR PAYMENT

	AMOUNT	TOTAL

Local Usage Summary For
MemoryCall Answering Service **

MAILBOX NUMBER	TOTAL CALLS	TOTAL MINUTES	MINUTE ALLOWANCE	MINUTES BILLED	CHARGES
	151	105	90	15	1.20

7. LOCAL USAGE CHARGE		1.20	
Subtotal			1.20

Direct Dialed Calls

	Date	Place Called		*Rate	Time	Min.		
8.	APR 6	ATHENS	GA	AD	111PM	1	.26	
9.	APR 6	ATHENS	GA	AD	150PM	1	.26	
10.	APR 7	ATHENS	GA	AD	320PM	2	.49	
11.	APR 10	CARTERSVL	GA	AD	405PM	1	.24	
12.	APR 15	ATHENS	GA	AD	125PM	1	.26	
13.	APR 15	ATHENS	GA	AD	125PM	10	2.33	
14.	APR 15	CARTERSVL	GA	AD	140PM	2	.40	
15.	APR 15	GRANTVILLE	GA	AD	349PM	1	.26	
16.	APR 22	ROME	GA	AD	1001AM	1	.26	
17.	APR 22	ATHENS	GA	AD	335PM	1	.26	
				Subtotal				5.02

Total Charge for Itemized Calls 5.02

Franchise/Taxes

18. Atlanta Franchise Pass-on	.38	
19. Federal Tax	1.90	
20. State/Local Tax	3.14	
Subtotal		5.42
Southern Bell Current Charges		79.85

Messages

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The Late Payment Charge is calculated by multiplying 1.25% by the unpaid balance of $30.00 or greater.

*Rate Applied - See Back of Page

FP 052651

(continued)▶

9704537,846011

	AMOUNT	TOTAL
Monthly Service Charges		
1. Interstate, Canada and/or 809 Directory Assistance Usage		
1 Billable Call(s) at $.65 per call	.65	
Subtotal		.65
Direct Dialed Calls		

	Date	*Place Called*		*Rate	*Time*	*Min.*	
2.	MAR 30	NEENAH	WI	AD	323PM	2	.46
3.	MAR 30	CHICAGO	IL	AD	449PM	4	.92
4.	MAR 31	AMERICUS	GA	AD	1124AM	7	1.68
5.	MAR 31	SAVANNAH	GA	AD	242PM	11	2.75
6.	MAR 31	BOSTON	MA	AE	504PM	2	.30
7.	MAR 31	BOSTON	MA	AE	517PM	12	1.82
8.	APR 1	SAVANNAH	GA	AD	953AM	7	1.76
9.	APR 1	CHICAGO	IL	AD	1024AM	1	.23
10.	APR 1	ROUND ROCK	TX	AD	1136AM	1	.23
11.	APR 2	ROUND ROCK	TX	AD	944AM	1	.23
12.	APR 2	BOSTON	MA	AD	1017AM	1	.24
13.	APR 2	BOSTON	MA	AD	226PM	10	2.46
14.	APR 2	AMERICUS	GA	AD	251PM	2	.50
15.	APR 2	AMERICUS	GA	AD	410PM	2	.50
16.	APR 3	SAVANNAH	GA	AD	141PM	6	1.51
17.	APR 3	BOSTON	MA	AD	147PM	1	.24
18.	APR 3	KNOXVILLE	TN	AD	202PM	12	2.52
19.	APR 3	CHICAGO	IL	AD	217PM	1	.23
20.	APR 3	NEW YORK	NY	AD	233PM	1	.23
21.	APR 3	BOSTON	MA	AD	305PM	1	.24
22.	APR 6	SAVANNAH	GA	AD	1050AM	13	3.25
23.	APR 6	AUGUSTA	GA	AD	1104AM	2	.52
24.	APR 6	CHICAGO	IL	AD	1122AM	2	.46
25.	APR 6	FARMESBRCH	TX	AD	1146AM	4	.92
26.	APR 6	SAVANNAH	GA	AD	121PM	1	.28
27.	APR 6	SAVANNAH	GA	AD	121PM	1	.28
28.	APR 7	BOSTON	MA	AD	1158AM	11	2.70
29.	APR 7	SAVANNAH	GA	AD	1210PM	1	.28
30.	APR 7	ROSELLE	IL	AD	1211PM	24	5.52

*Rate Applied - See Back of Page

FP 052651

(continued)▶

9704378602

Direct Dialed Calls (continued)

	Date	Place Called		*Rate	Time	Min.	AMOUNT	TOTAL
31.	APR 7	SAVANNAH	GA	AD	152PM	1	.28	
32.	APR 7	AMERICUS	GA	AD	323PM	9	2.15	
33.	APR 7	WARNERRBNS	GA	AD	338PM	7	1.68	
34.	APR 7	BOSTON	MA	AD	403PM	1	.24	
35.	APR 7	DORCHESTER	MA	AE	517PM	14	2.12	
36.	APR 8	BRUNSWICK	GA	AD	230PM	1	.28	
37.	APR 8	STSIMONSIS	GA	AD	231PM	15	3.74	
38.	APR 8	BROOKLET	GA	AD	310PM	1	.28	
39.	APR 9	FARMESBRCH	TX	AD	257PM	2	.46	
40.	APR 9	FARMESBRCH	TX	AD	444PM	5	1.15	
41.	APR 10	ALBANY	GA	AD	955AM	9	2.26	
42.	APR 10	AUSTIN	TX	AD	1014AM	3	.69	
43.	APR 10	SAVANNAH	GA	AD	353PM	1	.28	
44.	APR 15	BROOKLET	GA	AD	136PM	1	.28	
45.	APR 15	BOSTON	MA	AD	235PM	9	2.21	
46.	APR 15	ARLINGTON	TX	AD	344PM	1	.23	
47.	APR 16	ARLINGTON	TX	AD	1056AM	1	.23	
48.	APR 16	ARLINGTON	TX	AD	1140AM	1	.23	
49.	APR 16	GRANDPRARI	TX	AD	1147AM	7	1.61	
50.	APR 16	BOSTON	MA	AD	201PM	1	.24	
51.	APR 16	BOSTON	MA	AD	217PM	16	3.93	
52.	APR 16	BOSTON	MA	AD	422PM	10	2.46	
53.	APR 21	SUMMIT	NJ	AD	1013AM	2	.46	
54.	APR 21	NEENAH	WI	AD	1040AM	1	.23	
55.	APR 21	BOSTON	MA	AD	331PM	11	2.70	
56.	APR 21	BOSTON	MA	AE	511PM	2	.30	
57.	APR 22	MIAMI	FL	AD	1011AM	1	.23	
58.	APR 22	CORAL SPG	FL	AD	1021AM	8	1.84	
59.	APR 22	LA JOLLA	CA	AD	410PM	1	.24	
60.	APR 23	SUMMIT	NJ	AD	245PM	1	.23	
61.	APR 23	NEENAH	WI	AD	336PM	2	.46	
62.	APR 24	ALBANY	GA	AD	1016AM	3	.77	
63.	APR 24	WASHINGTON	DC	AD	202PM	18	4.14	

*Rate Applied - See Back of Page

FP 052651

(continued)▶

9704331845603

Direct Dialed Calls (continued)

	Date	Place Called		*Rate	Time	Min.	AMOUNT	TOTAL
64.	APR 24	COVINGTON	KY	AD	305PM	1	.23	
65.	APR 24	MEMPHIS	TN	AD	307PM	1	.23	
66.	APR 28	NEWORLEANS	LA	AD	1240PM	10	2.30	
67.	APR 28	SUMMIT	NJ	AD	137PM	1	.23	
68.	APR 28	MEMPHIS	TN	AD	157PM	1	.23	
69.	APR 29	BOSTON	MA	AD	1124AM	1	.24	
70.	APR 29	BOSTON	MA	AD	229PM	1	.24	
71.	APR 29	NEWORLEANS	LA	AD	230PM	2	.46	
72.	APR 29	COVINGTON	KY	AD	332PM	7	1.61	
73.	APR 29	ARLINGTON	TX	AD	411PM	1	.23	
74.	APR 30	HOUSTON	TX	AD	1012AM	1	.23	
75.	APR 30	MEMPHIS	TN	AD	204PM	1	.23	
76.	APR 30	BIRMINGHAM	MI	AD	223PM	1	.23	
77.	APR 30	BIRMINGHAM	MI	AD	224PM	2	.46	
78.	APR 30	MEMPHIS	TN	AD	230PM	1	.23	
					Subtotal			79.27

AT&T Telephone Calls Charged to a Southern Bell Calling Card for

	Date	Place Called		*Rate	Time	Min.		
79.	MAR 21	CAMBRIDGE	MA	ANC	1235PM	1	.93	
		FR ATLANTA	GA					
80.	APR 13	SMYRNA	GA	AEC	550PM	5	1.59	
		FR BEE CAVES	TX					
					Subtotal			2.52

Total Charge For Itemized Calls 81.79

Taxes

81. Federal Tax 2.47

Subtotal 2.47

AT&T Current Charges 84.91

This portion of your bill is provided as a service to AT&T. There is no connection between Southern Bell and AT&T. You may choose another company for your long distance telephone calls while still receiving your local telephone service from Southern Bell.

*Rate Applied - See Back of Page FP 052651

(continued)▶

9704378604

US Sprint

Account Number:
Bill Date: May 2, 1992 ATLN
Page 9

Calling Card Calls

	Date	Place Called		*Rate	Time	Min.	AMOUNT	TOTAL
1.	MAR 31	AMERICUS	GA	ADS	213PM	1	1.07	FAA re: Delegate
		FR ATLANTA	GA					
2.	MAR 31	AMERICUS	GA	ADS	215PM	2	1.30	"
		FR ATLANTA	GA					
3.	MAR 31	SAVANNAH	GA	ADS	353PM	2	1.33	"
		FR ATLANTA	GA					
					Subtotal			3.70
Total Charge for Itemized Calls				3.70				
Taxes								
4.	Federal Tax						.11	
					Subtotal			.11
	US Sprint Current Charges							3.81

This portion of your bill is provided as a service to US Sprint. There is no connection between Southern Bell and US Sprint.

Rate Applied - See Back of Page FP 052651

97U43/84605

TCP-1002021

	AMOUNT	TOTAL
Monthly Service Charges (continued)		
5. Emergency 911 Charge. This charge is billed on behalf of the city of Atlanta	1.50	
6. MemoryCall® service	3.95	
Subtotal		33.39
Direct Dialed Calls		
Date Place Called *Rate Time Min.*		
7. APR 11 ROME GA AN 1114AM 3	.36	
8. APR 11 CARTERSVL GA AN 1117AM 1	.12	
9. APR 11 CEDARTOWN GA AN 1138AM 2	.24	
10. APR 11 CARTERSVL GA AN 446PM 1	.12	
11. APR 11 CARTERSVL GA AN 449PM 11	.92	
12. APR 23 ATHENS GA AD 923AM 1	.26	
13. APR 23 ATHENS GA AD 956AM 2	.49	
14. APR 23 ROME GA AD 1004AM 10	2.33	
Subtotal		4.84
Total Charge for Itemized Calls 4.84		
Franchise/Taxes		
15. Atlanta Franchise Pass-on	.17	
16. Federal Tax	.96	
17. State/Local Tax	1.35	
Subtotal		2.48
Southern Bell Current Charges		40.71

Messages

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The Late Payment Charge is calculated by multiplying 1.25% by the unpaid balance of $30.00 or greater.

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Call RightTouch® service, 780-2500, from a touch-tone phone to disconnect, order Custom Calling Services, check bills or other services.
Please protect your access code: 0259.

*Rate Applied - See Back of Page

CP 024541

(continued)▶

9704337846006

		AMOUNT	TOTAL
Monthly Service Charges			
1. Intrastate Directory Assistance			
2 Billable Call(s) at $.50 per call		1.00	
Subtotal			1.00
Direct Dialed Calls			
Date *Place Called*	*Rate Time Min.*		
2. APR 3 BOSTON MA	AE < 501PM 1	.15	
3. APR 5 RICHARDSON TX	AN < 400PM 39	5.09	
4. APR 7 WARREN OH	AE < 944PM 5	.75	
5. APR 8 BROOKLET GA	AE < 804PM 3	.58	
6. APR 9 SAVANNAH GA	AE < 803PM 1	.21	
7. APR 9 STSIMONSIS GA	AE < 804PM 14	2.62	
8. APR 9 ALBANY GA	AE < 904PM 1	.21	
9. APR 9 ALBANY GA	AE < 912PM 2	.39	
10. APR 11 SAVANNAH GA	AN < 1058AM 1	.17	
11. APR 11 SAVANNAH GA	AN < 1059AM 1	.17	
12. APR 11 SAVANNAH GA	AN < 1103AM 1	.17	
13. APR 11 BROOKLET GA	AN < 422PM 1	.17	
14. APR 11 SAVANNAH GA	AN < 423PM 2	.33	
15. APR 11 SAVANNAH GA	AN < 425PM 13	2.09	
16. APR 11 BROOKLET GA	AN < 504PM 1	.17	
17. APR 12 BROOKLET GA	AN < 1243PM 1	.17	
18. APR 15 BOSTON MA	AD 923AM 1	.24	
19. APR 23 SAVANNAH GA	AD < 1018AM 2	.52	
20. APR 23 SAVANNAH GA	AD < 1128AM 19	4.73	
21. APR 25 BOSTON MA	AN < 159PM 14	1.86	
22. APR 25 WARNERRBNS GA	AN < 237PM 7	1.08	
23. APR 25 SAVANNAH GA	AN < 245PM 7	1.13	
Subtotal			23.00
Total Charge For Itemized Calls 23.00			
Taxes			
24. Federal Tax		.72	
Subtotal			.72
AT&T Current Charges			24.72

This portion of your bill is provided as a service to AT&T. There is no connection between Southern Bell and AT&T. You may choose another company for your long distance telephone calls while still receiving your local telephone service from Southern Bell.

*Rate Applied - See Back of Page CP 024541

(continued)▶

9704378607

AT&T

Account Number:
Bill Date: Mar 2, 1992 ATLH
Page 4

Direct Dialed Calls

	Date	Place Called		*Rate	Time	Min.	AMOUNT	TOTAL
1.	JAN 28	POMPANOBCH	FL	AE <	608PM	2	.30	
2.	JAN 28	POMPANOBCH	FL	AE <	625PM	18	2.70	
3.	FEB 11	KINGPRUSSI	PA	AE <	929PM	2	.30	
4.	FEB 11	KINGPRUSSI	PA	AE <	1010PM	2	.30	
5.	FEB 12	CARNEGIE	PA	AD <	941AM	9	2.07	
6.	FEB 14	ARLINGTON	VA	AE <	732PM	2	.30	
7.	FEB 19	BOSTON	MA	AD <	813AM	1	.24	
8.	FEB 20	BOSTON	MA	AE <	626PM	9	1.36	
9.	FEB 20	BOSTON	MA	AE <	641PM	9	1.36	
10.	FEB 20	BOSTON	MA	AE <	711PM	4	.60	
11.	FEB 20	BOSTON	MA	AE <	824PM	4	.60	
12.	FEB 20	BOSTON	MA	AE <	835PM	18	2.73	
13.	FEB 20	BOSTON	MA	AE <	926PM	3	.45	
14.	FEB 20	CAMBRIDGE	MA	AE <	1012PM	1	.15	
15.	FEB 20	BOSTON	MA	AE <	1022PM	3	.45	
16.	FEB 21	HEPHZIBAH	GA	AD <	840AM	1	.28	
17.	FEB 21	BOSTON	MA	AD <	1006AM	2	.49	
18.	FEB 21	BOSTON	MA	AD <	213PM	1	.24	
19.	FEB 22	BOSTON	MA	AN <	951AM	48	6.38	
20.	FEB 22	BOSTON	MA	AN <	336PM	2	.26	
21.	FEB 23	ANDOVER	MA	AE <	814PM	8	1.21	
22.	FEB 23	RICHARDSON	TX	AE <	843PM	5	.75	
23.	FEB 23	POMPANOBCH	FL	AE <	849PM	4	.60	
24.	FEB 23	BOSTON	MA	AE <	925PM	19	2.88	
25.	FEB 24	BOSTON	MA	AD <	847AM	1	.24	
26.	FEB 24	BOSTON	MA	AE <	652PM	3	.45	
27.	FEB 24	BOSTON	MA	AE <	923PM	13	1.97	
28.	FEB 25	BOSTON	MA	AE <	1018PM	3	.45	
29.	FEB 25	RICHARDSON	TX	AEM	1025PM	36	5.38	
30.	FEB 26	ANDOVER	MA	AD <	342PM	11	2.70	
31.	FEB 26	BOSTON	MA	AD <	451PM	2	.49	
32.	FEB 26	BOSTON	MA	AE <	1038PM	1	.15	
33.	FEB 26	BOSTON	MA	AE <	1038PM	2	.30	

*Rate Applied - See Back of Page

CP 024254

(continued)▶

97043/84608

TCF-1002024

Direct Dialed Calls (continued)

	Date	Place Called		*Rate	Time	Min.	AMOUNT	TOTAL
34.	FEB 26	BOSTON	MA	AN <	1127PM	50	6.65	
35.	FEB 28	SAVANNAH	GA	AD <	921AM	2	.52	
36.	FEB 28	BOSTON	MA	AD <	1234PM	2	.49	
37.	FEB 28	AUGUSTA	GA	AD <	411PM	5	1.27	
38.	FEB 28	BOSTON	MA	AD <	424PM	2	.49	
39.	FEB 28	BOSTON	MA	ADM	459PM	16	2.52	
40.	FEB 28	SAVANNAH	GA	AE <	853PM	1	.21	
41.	FEB 28	ARLINGTON	VA	AE <	854PM	1	.15	
42.	FEB 28	SAVANNAH	GA	AE <	855PM	31	5.73	
43.	FEB 29	WASHINGTON	DC	AN <	940AM	2	.26	
44.	MAR 1	POMPANOBCH	FL	AE <	832PM	10	1.50	
45.	MAR 1	BOSTON	MA	AE <	859PM	4	.60	
					Subtotal			59.52

433

Total Charge For Itemized Calls 59.52

Taxes

46.	Federal Tax	1.79	
	Subtotal		1.79
	AT&T Current Charges		61.31

Messages

****

<After analyzing your AT&T long distance calls on this bill, we find you could have saved money with the AT&T REACH OUT℠ America Plan for your direct-dialed out-of-state calls. For $8.70 a month, you get 25% off AT&T's low evening prices, you also get one hour of calling during the plan's weekend and night hours and a 10% discount off day calling. You also get discounts off AT&T in-state and international calls. For more information call 1 800 REACH OUT, Ext. 5780.

This portion of your bill is provided as a service to AT&T. There is no connection between Southern Bell and AT&T. You may choose another company for your long distance telephone calls while still receiving your local telephone service from Southern Bell.

*Rate Applied - See Back of Page

CP 024254

9704331846809

FOLEY, HOAG & ELIOT
ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
TELEPHONE: (617) 482-1390
FACSIMILE: (617) 482-7837
TELEX 940699

FACSIMILE COVER SHEET

DATE: 7-9-92

TO: Jackie Falk

DOMESTIC FAX #: 212-290-1958

INTERNATIONAL FAX #: 011 ... COUNTRY CODE ... CITY CODE ... TELEPHONE NUMBER

CONFIRMATION #

CLIENT SYMBOL-CASE #: TEHENCKK-2

FROM: Dennis L Kenin EXT: 4052 ... USER # R8126

TOTAL PAGES SENT: 2 (INCLUDING COVER SHEET)

COMMENTS

IMPORTANT — PLEASE READ!

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IF THERE ARE ANY PROBLEMS WITH THIS TRANSMISSION
PLEASE TELEPHONE US AT (617) 482-1390 EXT: ☐ 5329 ...17TH FLOOR ☐ 4109 ...18TH FLOOR ☐ 2214 ...20TH FLOOR

FORM NO. ... REV. ...

TRANSMISSION REPORT

THIS DOCUMENT (REDUCED SAMPLE ABOVE)
WAS SENT

** COUNT **
# 2

*** SEND ***

NO	REMOTE STATION I. D.	START TIME	DURATION	#PAGES	COMMENT
1	Sales Department	7- 9-92 2:56PM	1'15"	2	
		TOTAL	3:01'15"	2	

XEROX TELECOPIER 7020

TCF 7000176

9704337/8461C

The Tsongas Committee
Office:
2 Oliver Street
Boston, MA 02109
(617) 422-0100

Mailing Address:
Post Office Box 4504
Boston, MA 02101-4504

July 9, 1992

Jackie Falk
P.O. Box 1992
New York, New York 10116

Dear Ms. Falk:

I hereby authorize David Goldman, Christine Naylor and Doreen Rutledge to be responsible for picking up the convention credentials on behalf of the Tsongas Committee.

Sincerely,

Dennis R. Kanin

Dennis R. Kanin

9704331849611

DEMOCRAT FOR PRESIDENT
Tsongas

H

AX

117846 (A) 1

WOODS, MR FRED
TSONGAS CAMPAIGN
4 HASTINGS SQ 1604
CAMBRIDGE, MA 02139

1992

JUL14	321	01602	PHONE CHG	6.27	99
JUL14	321	01616	PHONE CHG	6.99	99
JUL14	321	01703	PHONE CHG	.75	99
JUL14	321	01704	PHONE CHG	.75	99
JUL14	321	01720	PHONE CHG	4.11	99
JUL14	321	01733	PHONE CHG	.75	99
JUL14	321	02228	PHONE CHG	.75	99
JUL15	321	00957	PHONE CHG	.75	99
JUL15	321	01506	PHONE CHG	6.27	99
JUL15	321	01520	PHONE CHG	5.31	99
JUL16	001	00010	M-CHG/VISA	32.70CR	18
	07/14 06		.00		
	07/15 015134		50.00		
JUL16	421	01604	VALET.....	17.00 *	10
JUL16	001	00010	M-CHG/VISA	17.00CR	34
	07/15 015134		50.00		
			TOTAL-DUE	.00	

07/14/92 15:09
07/16/92 6:26

CDTRT
18

TCF 7000001

9704378461 2

AX

116337 (A) 1

EADE, JOHN
TSONGAS
34 WADSWORTH ST
WINTHROP, MA 02152

1925

1992

JUL12	321	01114	PHONE CHG	.75	99
JUL12	321	01226	PHONE CHG	.75	99
JUL15	321	01323	PHONE CHG	.75	99
JUL15	321	01338	PHONE CHG	.75	99
JUL15	321	01410	PHONE CHG	.75	99
JUL15	321	02310	PHONE CHG	8.42	99
JUL17	321	01017	PHONE CHG	4.59	99
JUL17	321	01052	PHONE CHG	.75	99
JUL17	171	07927	STRTRS FD	44.81	72
JUL17	321	01149	PHONE CHG	1.00	99
			TOTAL-DUE	63.32	

9704378613

07/11/92 18:48
07/17/92 14:55

CDTRT
46

AX

116337 (B) 1

EADE, JOHN
TSONGAS
34 WADSWORTH ST 1925
WINTHROP, MA 02152

1992

JUL11	011	01925	ROOM CHG..	148.00	00
JUL11	011	01925	STATE TAX	12.21	00
JUL11	011	01925	CITY TAX	8.88	00
JUL11	011	01925	OCC TAX	2.00	00
JUL11	011	01925	ST OCC TAX	7.40	00
JUL12	011	01925	ROOM CHG..	148.00	00
JUL12	011	01925	STATE TAX	12.21	00
JUL12	011	01925	CITY TAX	8.88	00
JUL12	011	01925	OCC TAX	2.00	00
JUL12	011	01925	ST OCC TAX	7.40	00
JUL13	011	01925	ROOM CHG..	148.00	00
JUL13	011	01925	STATE TAX	12.21	00
JUL13	011	01925	CITY TAX	8.88	00
JUL13	011	01925	OCC TAX	2.00	00
JUL13	011	01925	ST OCC TAX	7.40	00
JUL14	011	01925	ROOM CHG..	148.00	00
JUL14	011	01925	STATE TAX	12.21	00
JUL14	011	01925	CITY TAX	8.88	00
JUL14	011	01925	OCC TAX	2.00	00
JUL14	011	01925	ST OCC TAX	7.40	00
JUL15	011	01925	ROOM CHG..	148.00	00
JUL15	011	01925	STATE TAX	12.21	00
JUL15	011	01925	CITY TAX	8.88	00
JUL15	011	01925	OCC TAX	2.00	00
JUL15	011	01925	ST OCC TAX	7.40	00
JUL16	011	01925	ROOM CHG..	148.00	00
			BAL-FWD	1,040.45	

07/11/92 18:48
07/17/92 14:55

CDTRT
46

TCF 7000003

9704378614

AX

116337 (B) 2

EADE, JOHN
TSONGAS
34 WADSWORTH ST 1925
WINTHROP, MA 02152

1992

	BAL-FWD	1,040.45	
JUL16 011 01925	STATE TAX	12.21	00
JUL16 011 01925	CITY TAX	8.88	00
JUL16 011 01925	OCC TAX	2.00	00
JUL16 011 01925	ST OCC TAX	7.40	00
	TOTAL-DUE	1,070.94	

07/11/92 18:48
07/17/92 14:55

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46

TCF 7000004

9704378615

AX

116518 (A) 1

GOUNARDES, MR ELIAS
TSONGAS COMMITTEE
945 SECOND AVE #3 1101
NEW YORK, NY 10022

1992

JUL12	321	00929	PHONE CHG	1.00	99
JUL12	321	00940	PHONE CHG	1.00	99
JUL12	321	01010	PHONE CHG	.75	99
JUL12	321	01020	PHONE CHG	.75	99
JUL12	321	01025	PHONE CHG	.75	99
JUL12	321	01130	PHONE CHG	.75	99
JUL12	321	01142	PHONE CHG	.75	99
JUL12	321	01143	PHONE CHG	.75	99
JUL12	321	01222	PHONE CHG	.75	99
JUL12	321	01230	PHONE CHG	.75	99
JUL12	321	01233	PHONE CHG	.75	99
JUL12	321	01309	PHONE CHG	.75	99
JUL12	321	01312	PHONE CHG	.75	99
JUL12	321	01314	PHONE CHG	.75	99
JUL12	321	01331	PHONE CHG	3.64	99
JUL12	321	01332	PHONE CHG	.75	99
JUL12	321	01335	PHONE CHG	.75	99
JUL12	321	01336	PHONE CHG	.75	99
JUL12	321	01350	PHONE CHG	.75	99
JUL12	321	01510	PHONE CHG	.75	99
JUL12	321	01717	PHONE CHG	.75	99
JUL12	321	01725	PHONE CHG	.75	99
JUL12	321	01742	PHONE CHG	.75	99
JUL12	321	01743	PHONE CHG	.75	99
JUL12	351	10884	PARKING...	10.00	72
JUL12	321	01910	PHONE CHG	.75	99
			BAL-FWD	32.14	

07/12/92 8:45
07/17/92 13:53

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93 04/94

TCF 7000005

9704378461 6

AX

116518 (A) 2

GOUNARDES, MR ELIAS
TSONGAS COMMITTEE
945 SECOND AVE #3 1101
NEW YORK, NY 10022

1992

	BAL-FWD	32.14	
JUL12 321 01949	PHONE CHG	.75	99
JUL12 321 01954	PHONE CHG	.75	99
JUL12 321 01957	PHONE CHG	.75	99
JUL12 321 02017	PHONE CHG	.75	99
JUL12 321 02022	PHONE CHG	.75	99
JUL12 321 02026	PHONE CHG	.75	99
JUL12 321 02041	PHONE CHG	.75	99
JUL12 321 02118	PHONE CHG	.75	99
JUL12 321 02127	PHONE CHG	.75	99
JUL12 321 02129	PHONE CHG	.75	99
JUL12 321 02134	PHONE CHG	.75	99
JUL12 321 02245	PHONE CHG	.75	99
JUL12 321 02252	PHONE CHG	.75	99
JUL12 321 02323	PHONE CHG	.75	99
JUL12 321 00028	PHONE CHG	.75	99
JUL12 321 00032	PHONE CHG	.75	99
JUL12 321 00115	PHONE CHG	.75	99
JUL12 321 00149	PHONE CHG	.75	99
JUL12 321 00153	PHONE CHG	.75	99
JUL12 011 01101	ROOM CHG..	550.00	00
JUL12 011 01101	STATE TAX	45.38	00
JUL12 011 01101	CITY TAX	33.00	00
JUL12 011 01101	OCC TAX	2.00	00
JUL12 011 01101	ST OCC TAX	27.50	00
JUL13 321 00739	PHONE CHG	.75	99
	BAL-FWD	705.02	

07/12/92 8:45
07/17/92 13:53

CDA
93

04/94

TCF 7000006

9704337846817

AX

116518 (A) 3

GOUNARDES, MR ELIAS
TSONGAS COMMITTEE
945 SECOND AVE #3 1101
NEW YORK, NY 10022

1992

			BAL-FWD	705.02	
JUL13	321	00753	PHONE CHG	.75	99
JUL13	321	00700	PHONE CHG	.75	99
JUL13	321	00733	PHONE CHG	.75	99
JUL13	321	00940	PHONE CHG	.75	99
JUL13	321	01032	PHONE CHG	.75	99
JUL13	321	01105	PHONE CHG	.75	99
JUL13	321	01108	PHONE CHG	.75	99
JUL13	321	01108	PHONE CHG	.75	99
JUL13	321	01114	PHONE CHG	.75	99
JUL13	321	01151	PHONE CHG	.75	99
JUL13	321	01227	PHONE CHG	.75	99
JUL13	321	01245	PHONE CHG	.75	99
JUL13	321	01248	PHONE CHG	1.00	99
JUL13	321	01302	PHONE CHG	.75	99
JUL13	321	01314	PHONE CHG	.75	99
JUL13	321	01318	PHONE CHG	.75	99
JUL13	111	02268	RM SVC FD	49.30	27
JUL13	321	01407	PHONE CHG	.75	99
JUL13	111	02274	RM SVC FD	112.15	27
JUL13	321	01409	PHONE CHG	.75	99
JUL13	321	01414	PHONE CHG	.75	99
JUL13	321	01422	PHONE CHG	.75	99
JUL13	321	01440	PHONE CHG	.75	99
JUL13	321	01445	PHONE CHG	.75	99
JUL13	111	02346	RM SVC FD	53.00	27
			BAL-FWD	936.22	

07/12/92 8:45
07/17/92 13:53

CDA
93 04/94

TCF 7000007

97043784618

AX

116518 (A) 4

GOUNARDES, MR ELIAS
TSONGAS COMMITTEE
945 SECOND AVE #3 1101
NEW YORK, NY 10022

1992

			BAL-FWD	936.22	
JUL13	321	01500	PHONE CHG	.75	99
JUL13	321	01520	PHONE CHG	.75	99
JUL13	321	01519	PHONE CHG	.75	99
JUL13	321	01525	PHONE CHG	.75	99
JUL13	321	01550	PHONE CHG	.75	99
JUL13	321	01551	PHONE CHG	.75	99
JUL13	321	01623	PHONE CHG	.75	99
JUL13	321	01631	PHONE CHG	.75	99
JUL13	111	02446	RM SVC FD	29.58	28
JUL13	321	01942	PHONE CHG	1.00	99
JUL13	321	02030	PHONE CHG	1.00	99
JUL13	321	02030	PHONE CHG	.75	99
JUL13	321	02245	PHONE CHG	.75	99
JUL13	321	02247	PHONE CHG	.75	99
JUL13	321	02249	PHONE CHG	.75	99
JUL13	321	02330	PHONE CHG	.75	99
JUL13	321	02343	PHONE CHG	.75	99
JUL13	321	02349	PHONE CHG	.75	99
JUL13	321	00007	PHONE CHG	.75	99
JUL13	321	00025	PHONE CHG	.75	99
JUL13	321	00052	PHONE CHG	.75	99
JUL13	321	00054	PHONE CHG	.75	99
JUL13	321	00056	PHONE CHG	.75	99
JUL13	321	00058	PHONE CHG	.75	99
JUL13	321	00102	PHONE CHG	.75	99
			BAL-FWD	984.30	

07/12/92 8:45
07/17/92 13:53

CDA
93 04/94

TCF 7000008

97043784619

AX

116518 (A) 5
GOUNARDES, MR ELIAS
TSONGAS COMMITTEE
945 SECOND AVE #3 1101
NEW YORK, NY 10022

1992

			BAL-FWD	984.30	
JUL13	011	01101	ROOM CHG..	550.00	00
JUL13	011	01101	STATE TAX	45.38	00
JUL13	011	01101	CITY TAX	33.00	00
JUL13	011	01101	OCC TAX	2.00	00
JUL13	011	01101	ST OCC TAX	27.50	00
JUL14	111	01912	RM SVC BEV	23.41	03
JUL14	321	01012	PHONE CHG	.75	99
JUL14	321	01058	PHONE CHG	.75	99
JUL14	321	01128	PHONE CHG	1.00	99
JUL14	321	01135	PHONE CHG	1.00	99
JUL14	321	01154	PHONE CHG	1.00	99
JUL14	321	01309	PHONE CHG	.75	99
JUL14	321	01325	PHONE CHG	.75	99
JUL14	321	01327	PHONE CHG	.75	99
JUL14	321	01328	PHONE CHG	.75	99
JUL14	321	01332	PHONE CHG	1.00	99
JUL14	321	01407	PHONE CHG	.75	99
JUL14	321	01409	PHONE CHG	.75	99
JUL14	321	01433	PHONE CHG	.75	99
JUL14	321	01501	PHONE CHG	.75	99
JUL14	321	01503	PHONE CHG	.75	99
JUL14	321	01544	PHONE CHG	.75	99
JUL14	321	01558	PHONE CHG	.75	99
JUL14	321	01605	PHONE CHG	.75	99
JUL14	321	01632	PHONE CHG	.75	99
			BAL-FWD	1,680.84	

07/12/92 8:45
07/17/92 13:53

CDA
93

04/94

TCP 7000009

9704378462C

AX

116518 (A) 6

GOUNARDES, MR ELIAS
TSONGAS COMMITTEE
945 SECOND AVE #3 1101
NEW YORK, NY 10022

1992

			BAL-FWD	1,680.84	
JUL14	321	01651	PHONE CHG	.75	99
JUL14	321	01721	PHONE CHG	.75	99
JUL14	321	01947	PHONE CHG	.75	99
JUL14	321	02207	PHONE CHG	.75	99
JUL14	321	02258	PHONE CHG	.75	99
JUL14	111	03237	RM SVC FD	49.30	06
JUL14	321	00239	PHONE CHG	.75	99
JUL14	011	01101	ROOM CHG..	550.00	00
JUL14	011	01101	STATE TAX	45.38	00
JUL14	011	01101	CITY TAX	33.00	00
JUL14	011	01101	OCC TAX	2.00	00
JUL14	011	01101	ST OCC TAX	27.50	00
JUL15	321	01043	PHONE CHG	.75	99
JUL15	321	01054	PHONE CHG	.75	99
JUL15	321	01055	PHONE CHG	.75	99
JUL15	321	01120	PHONE CHG	.75	99
JUL15	321	01221	PHONE CHG	.75	99
JUL15	321	01233	PHONE CHG	.75	99
JUL15	321	01241	PHONE CHG	.75	99
JUL15	321	01248	PHONE CHG	.75	99
JUL15	321	01330	PHONE CHG	.75	99
JUL15	321	01348	PHONE CHG	.75	99
JUL15	111	05030	RM SVC FD	53.62	30
JUL15	321	01359	PHONE CHG	.75	99
JUL15	321	01415	PHONE CHG	.75	99
			BAL-FWD	2,455.14	

07/12/92 8:45
07/17/92 13:53

CDA
93 04/94

TCF 7000010

9704378462 1

AX

116518 (A) 7
GOUNARDES, MR ELIAS
TSONGAS COMMITTEE
945 SECOND AVE #3 1101
NEW YORK, NY 10022

1992

			BAL-FWD	2,455.14	
JUL15	321	01446	PHONE CHG	.75	99
JUL15	321	01502	PHONE CHG	.75	99
JUL15	321	01516	PHONE CHG	.75	99
JUL15	321	01523	PHONE CHG	.75	99
JUL15	321	01529	PHONE CHG	.75	99
JUL15	321	01531	PHONE CHG	.75	99
JUL15	321	01533	PHONE CHG	.75	99
JUL15	321	01548	PHONE CHG	.75	99
JUL15	321	01550	PHONE CHG	.75	99
JUL15	321	01624	PHONE CHG	.75	99
JUL15	321	01636	PHONE CHG	.75	99
JUL15	321	01708	PHONE CHG	.75	99
JUL15	321	01751	PHONE CHG	.75	99
JUL15	321	02245	PHONE CHG	.75	99
JUL15	321	02320	PHONE CHG	6.75	99
JUL15	321	02358	PHONE CHG	.75	99
JUL15	321	00001	PHONE CHG	.75	99
JUL15	321	00118	PHONE CHG	.75	99
JUL15	321	00123	PHONE CHG	1.00	99
JUL15	011	01101	ROOM CHG..	550.00	00
JUL15	011	01101	STATE TAX	45.38	00
JUL15	011	01101	CITY TAX	33.00	00
JUL15	011	01101	OCC TAX	2.00	00
JUL15	011	01101	ST OCC TAX	27.50	00
JUL16	111	06138	RM SVC FD	6.10	70
			BAL-FWD	3,139.62	

07/12/92 8:45
07/17/92 13:53

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93

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TCP 7000011

9704378462 2

AX

116518 (A) 8

GOUNARDES, MR ELIAS
TSONGAS COMMITTEE
945 SECOND AVE #3 1101
NEW YORK, NY 10022

1992

			BAL-FWD	3,139.62	
JUL16	321	01122	PHONE CHG	.75	99
JUL16	321	01124	PHONE CHG	.75	99
JUL16	321	01228	PHONE CHG	.75	99
JUL16	321	01246	PHONE CHG	.75	99
JUL16	321	01308	PHONE CHG	.75	99
JUL16	321	01312	PHONE CHG	.75	99
JUL16	321	01317	PHONE CHG	.75	99
JUL16	321	01323	PHONE CHG	.75	99
JUL16	321	01324	PHONE CHG	.75	99
JUL16	321	01333	PHONE CHG	7.32	99
JUL16	321	01411	PHONE CHG	.75	99
JUL16	321	01414	PHONE CHG	.75	99
JUL16	321	01420	PHONE CHG	.75	99
JUL16	321	01449	PHONE CHG	.75	99
JUL16	321	01504	PHONE CHG	.75	99
JUL16	321	01522	PHONE CHG	.75	99
JUL16	321	01529	PHONE CHG	.75	99
JUL16	321	01531	PHONE CHG	.75	99
JUL16	321	01535	PHONE CHG	.75	99
JUL16	321	01544	PHONE CHG	1.00	99
JUL16	321	01546	PHONE CHG	.75	99
JUL16	321	01613	PHONE CHG	4.05	99
JUL16	321	01633	PHONE CHG	1.00	99
JUL16	321	01652	PHONE CHG	.75	99
JUL16	321	01705	PHONE CHG	.75	99
			BAL-FWD	3,168.74	

07/12/92 8:45
07/17/92 13:53

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93 04/94

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AX

116518 (A) 9

GOUNARDES, MR ELIAS
TSONGAS COMMITTEE
945 SECOND AVE #3 1101
NEW YORK, NY 10022

1992

			BAL-FWD	3,168.74	
JUL16	321	01708	PHONE CHG	.75	99
JUL16	321	01712	PHONE CHG	1.00	99
JUL16	321	01718	PHONE CHG	.75	99
JUL16	321	01721	PHONE CHG	.75	99
JUL16	321	01723	PHONE CHG	.75	99
JUL16	321	01742	PHONE CHG	.75	99
JUL16	321	01754	PHONE CHG	.75	99
JUL16	321	01800	PHONE CHG	.75	99
JUL16	321	01806	PHONE CHG	.75	99
JUL16	321	01815	PHONE CHG	.75	99
JUL16	321	01817	PHONE CHG	.75	99
JUL16	321	01826	PHONE CHG	.75	99
JUL16	321	01936	PHONE CHG	5.55	99
JUL16	111	07061	RM SVC FD	6.10	28
JUL16	321	00104	PHONE CHG	.75	99
JUL16	011	01101	ROOM CHG..	550.00	00
JUL16	011	01101	STATE TAX	45.38	00
JUL16	011	01101	CITY TAX	33.00	00
JUL16	011	01101	OCC TAX	2.00	00
JUL16	011	01101	ST OCC TAX	27.50	00
JUL17	321	00947	PHONE CHG	.75	99
JUL17	321	00949	PHONE CHG	.75	99
JUL17	321	01111	PHONE CHG	.75	99
JUL17	111	08012	RM SVC FD	37.28	70
JUL17	321	01146	PHONE CHG	.75	99
			BAL-FWD	3,888.55	

07/12/92 8:45
07/17/92 13:53

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93 04/94

9704378462 4

AX

116518 (A) 10
GOUNARDES, MR ELIAS
TSONGAS COMMITTEE
945 SECOND AVE #3 1101
NEW YORK, NY 10022

1992

			BAL-FWD	3,888.55	
JUL17	321	01244	PHONE CHG	.75	99
JUL17	321	01320	PHONE CHG	.75	99
JUL17	321	01319	PHONE CHG	.75	99
JUL17	321	01321	PHONE CHG	3.63	99
JUL17	321	01321	PHONE CHG	.75	99
JUL17	321	01328	PHONE CHG	.75	99
JUL17	001	00010	M-CHG/VISA	3,895.93CR	93

07/16 73997 900.00
07/16 02281 2,948.30
TOTAL-DUE .00

07/12/92 8:45
07/17/92 13:53

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93

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TCF 7000014

97043784625

AX

117075 (A) 1

JESSER, ED
TSONGAS COMMITTEE

1609

1992

JUL12	321	02114	PHONE CHG	5.07	99
JUL12	321	02129	PHONE CHG	1.00	99
JUL12	321	02140	PHONE CHG	5.55	99
JUL12	131	01422	HUDSN BEV	9.58	25
JUL12	111	01456	RM SVC BEV	59.16	28
JUL12	321	02231	PHONE CHG	.75	99
JUL12	321	00008	PHONE CHG	.75	99
JUL13	321	01144	PHONE CHG	.75	99
JUL13	321	01212	PHONE CHG	.75	99
JUL13	321	01219	PHONE CHG	.75	99
JUL13	321	01230	PHONE CHG	.75	99
JUL13	111	02183	RM SVC FD	39.32	27
JUL14	321	00312	PHONE CHG	4.83	99
JUL14	321	01105	PHONE CHG	4.35	99
JUL14	321	01158	PHONE CHG	.75	99
JUL14	111	03468	RM SVC FD	19.66	45
JUL14	321	01252	PHONE CHG	.75	99
JUL14	321	01253	PHONE CHG	.75	99
JUL14	321	01355	PHONE CHG	.75	99
JUL14	321	01544	PHONE CHG	3.87	99
JUL14	321	01632	PHONE CHG	3.87	99
JUL14	321	01634	PHONE CHG	4.11	99
JUL14	321	01636	PHONE CHG	.75	99
JUL14	321	01711	PHONE CHG	4.35	99
JUL14	321	01804	PHONE CHG	.75	99
JUL14	321	01830	PHONE CHG	9.38	99
			BAL-FWD	183.10	

07/12/92 21:04
07/17/92 12:11

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19 06/95

9704318496206

AX

117075 (A) 2

JESSER, ED
TSONGAS COMMITTEE

1609

1992

			BAL-FWD	183.10	
JUL14	321	01905	PHONE CHG	.75	99
JUL15	431	01609	MOVIE&TAX	8.61	98
JUL15	431	01609	MOVIE&TAX	8.61	98
JUL15	111	05145	RM SVC FD	16.73	30
JUL15	431	01609	MOVIE&TAX	8.61	98
JUL15	321	02228	PHONE CHG	4.35	99
JUL15	321	02240	PHONE CHG	4.11	99
JUL15	321	02246	PHONE CHG	13.69	99
JUL15	321	02341	PHONE CHG	.75	99
JUL15	321	02351	PHONE CHG	.75	99
JUL15	321	02354	PHONE CHG	.75	99
JUL16	321	00755	PHONE CHG	.75	99
JUL16	321	00756	PHONE CHG	1.00	99
JUL16	321	00859	PHONE CHG	4.83	99
JUL16	321	00904	PHONE CHG	.75	99
JUL16	321	00906	PHONE CHG	.75	99
JUL16	321	00917	PHONE CHG	1.00	99
JUL16	321	00918	PHONE CHG	.75	99
JUL16	321	00930	PHONE CHG	1.00	99
JUL16	321	00930	PHONE CHG	.75	99
JUL16	321	01037	PHONE CHG	5.55	99
JUL16	111	06387	RM SVC FD	15.90	70
JUL16	321	01240	PHONE CHG	.75	99
JUL16	321	01243	PHONE CHG	.75	99
JUL16	321	01245	PHONE CHG	5.31	99
			BAL-FWD	290.65	

07/12/92 21:04
07/17/92 12:11

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TCF 7000016

9704378627

AX

117075 (A) 3

JESSER, ED

TSONGAS COMMITTEE

1609

1992

			BAL-FWD	290.65	
JUL16	321	01256	PHONE CHG	1.00	99
JUL16	321	01301	PHONE CHG	.75	99
JUL16	321	01444	PHONE CHG	5.07	99
JUL16	321	01449	PHONE CHG	4.83	99
JUL16	321	01815	PHONE CHG	.75	99
JUL16	111	06856	RM SVC BEV	35.13	28
JUL16	321	01852	PHONE CHG	.75	99
JUL16	321	01936	PHONE CHG	.75	99
JUL16	321	02004	PHONE CHG	.75	99
JUL16	321	02011	PHONE CHG	.75	99
JUL16	321	00204	PHONE CHG	4.11	99
JUL17	111	07785	RM SVC FD	17.81	70
JUL17	321	00952	PHONE CHG	5.55	99
JUL17	321	01017	PHONE CHG	7.70	99
JUL17	321	01035	PHONE CHG	7.47	99
JUL17	321	01117	PHONE CHG	8.18	99
JUL17	321	01142	PHONE CHG	4.59	99
JUL17	321	01146	PHONE CHG	3.87	99
JUL17	321	01155	PHONE CHG	1.00	99
JUL17	001	00006	AMEX.....	401.46CR	19

07/17 401.46

07/12 30 .00

TOTAL-DUE .00

07/12/92 21:04

07/17/92 12:11

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19

06/95

TCF 7000017

9704378468

AX

117075 (B) 1

JESSER, ED

TSONGAS COMMITTEE

1609

1992

JUL12	011	01609	ROOM CHG..	148.00	00
JUL12	011	01609	STATE TAX	12.21	00
JUL12	011	01609	CITY TAX	8.88	00
JUL12	011	01609	OCC TAX	2.00	00
JUL12	011	01609	ST OCC TAX	7.40	00
JUL13	011	01609	ROOM CHG..	148.00	00
JUL13	011	01609	STATE TAX	12.21	00
JUL13	011	01609	CITY TAX	8.88	00
JUL13	011	01609	OCC TAX	2.00	00
JUL13	011	01609	ST OCC TAX	7.40	00
JUL14	011	01609	ROOM CHG..	148.00	00
JUL14	011	01609	STATE TAX	12.21	00
JUL14	011	01609	CITY TAX	8.88	00
JUL14	011	01609	OCC TAX	2.00	00
JUL14	011	01609	ST OCC TAX	7.40	00
JUL15	011	01609	ROOM CHG..	148.00	00
JUL15	011	01609	STATE TAX	12.21	00
JUL15	011	01609	CITY TAX	8.88	00
JUL15	011	01609	OCC TAX	2.00	00
JUL15	011	01609	ST OCC TAX	7.40	00
JUL16	011	01609	ROOM CHG..	148.00	00
JUL16	011	01609	STATE TAX	12.21	00
JUL16	011	01609	CITY TAX	8.88	00
JUL16	011	01609	OCC TAX	2.00	00
JUL16	011	01609	ST OCC TAX	7.40	00
			TOTAL-DUE	892.45	

07/12/92 21:04
07/17/92 12:11

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19

06/95

TCF 7000018

9704378462 9

AX

116483 (A) 1

KANIN, DENNIS
TSONGAS COMMITTEE
2 OLIVER ST 1001
BOSTON, MA 02109

1992

JUL12	321	01658	PHONE CHG	.75	99
JUL12	321	01659	PHONE CHG	.75	99
JUL12	321	01752	PHONE CHG	.75	99
JUL12	321	02129	PHONE CHG	1.00	99
JUL13	321	00843	PHONE CHG	.75	99
JUL13	321	00910	PHONE CHG	.75	99
JUL13	321	00917	PHONE CHG	.75	99
JUL13	321	01149	PHONE CHG	.75	99
JUL13	321	01236	PHONE CHG	1.00	99
JUL13	321	01239	PHONE CHG	.75	99
JUL13	321	01256	PHONE CHG	4.11	99
JUL13	321	01446	PHONE CHG	3.87	99
JUL13	321	00011	PHONE CHG	.75	99
JUL14	321	00838	PHONE CHG	.75	99
JUL14	321	00839	PHONE CHG	.75	99
JUL14	321	01049	PHONE CHG	.75	99
JUL14	321	01249	PHONE CHG	3.87	99
JUL14	321	01323	PHONE CHG	.75	99
JUL14	321	02032	PHONE CHG	7.70	99
JUL14	321	02229	PHONE CHG	6.27	99
JUL15	321	00740	PHONE CHG	6.27	99
JUL15	321	01033	PHONE CHG	.75	99
JUL15	321	01148	PHONE CHG	.75	99
JUL15	321	01331	PHONE CHG	.75	99
JUL15	321	01437	PHONE CHG	.75	99
JUL15	321	01528	PHONE CHG	.75	99
			BAL-FWD	47.59	

07/12/92 7:44
07/17/92 16:29

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46 02/95

TCF 7000019

9704378462C

AX

116483 (A) 2

KANIN, DENNIS
TSONGAS COMMITTEE
2 OLIVER ST
BOSTON, MA 02109 1001

1992

	BAL-FWD	47.59	
JUL16 321 00813	PHONE CHG	6.51	99
JUL16 321 00843	PHONE CHG	.75	99
JUL16 321 01057	PHONE CHG	.75	99
JUL16 321 01119	PHONE CHG	.75	99
JUL16 321 01121	PHONE CHG	.75	99
JUL16 321 01139	PHONE CHG	.75	99
JUL16 321 01204	PHONE CHG	.75	99
JUL16 321 01213	PHONE CHG	.75	99
JUL16 321 01247	PHONE CHG	.75	99
JUL16 321 01539	PHONE CHG	3.87	99
JUL16 321 01552	PHONE CHG	.75	99
JUL16 321 01729	PHONE CHG	4.35	99
JUL17 321 00740	PHONE CHG	7.23	99
JUL17 111 08011	RM SVC FD	32.20	70
JUL17 922 19259	ADJUSTMENT	50.00CR*	65
JUL17 001 00006	AMEX.....	58.50CR	65

07/17 58.50
07/12 25 .00
TOTAL-DUE .00

07/12/92 7:44
07/17/92 16:29

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46

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TCF 7000020

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AX

116483 (B) 1

KANIN, DENNIS
TSONGAS COMMITTEE
2 OLIVER ST
BOSTON, MA 02109

1001

1992

JUL12	011	01001	ROOM CHG..	698.00	00
JUL12	011	01001	STATE TAX	57.59	00
JUL12	011	01001	CITY TAX	41.88	00
JUL12	011	01001	OCC TAX	2.00	00
JUL12	011	01001	ST OCC TAX	34.90	00
JUL13	011	01001	ROOM CHG..	698.00	00
JUL13	011	01001	STATE TAX	57.59	00
JUL13	011	01001	CITY TAX	41.88	00
JUL13	011	01001	OCC TAX	2.00	00
JUL13	011	01001	ST OCC TAX	34.90	00
JUL14	011	01001	ROOM CHG..	698.00	00
JUL14	011	01001	STATE TAX	57.59	00
JUL14	011	01001	CITY TAX	41.88	00
JUL14	011	01001	OCC TAX	2.00	00
JUL14	011	01001	ST OCC TAX	34.90	00
JUL15	011	01001	ROOM CHG..	698.00	00
JUL15	011	01001	STATE TAX	57.59	00
JUL15	011	01001	CITY TAX	41.88	00
JUL15	011	01001	OCC TAX	2.00	00
JUL15	011	01001	ST OCC TAX	34.90	00
			TOTAL-DUE	3,337.48	

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07/12/92 7:44
07/17/92 16:29

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46

02/95

TCF 7000021

AX

116487 (A) 1

KANIN, DENNIS
TSONGAS COMMITTEE
2 OLIVER ST
BOSTON, MA 02109

1002

1992

JUL12	321	01733	PHONE CHG	.75	99
JUL12	321	01809	PHONE CHG	.75	99
JUL12	321	01819	PHONE CHG	.75	99
JUL12	321	01821	PHONE CHG	.75	99
JUL12	321	01822	PHONE CHG	.75	99
JUL12	321	02142	PHONE CHG	4.83	99
JUL12	321	02303	PHONE CHG	.75	99
JUL13	321	00742	PHONE CHG	.75	99
JUL13	321	00811	PHONE CHG	4.59	99
JUL13	321	01113	PHONE CHG	3.87	99
JUL13	321	01140	PHONE CHG	.75	99
JUL13	321	01147	PHONE CHG	.75	99
JUL13	321	01209	PHONE CHG	5.79	99
JUL13	111	02224	RM SVC FD	15.28	27
JUL14	321	00801	PHONE CHG	5.31	99
JUL14	321	00823	PHONE CHG	5.31	99
JUL14	321	00902	PHONE CHG	.75	99
JUL14	321	00934	PHONE CHG	4.35	99
JUL14	321	01009	PHONE CHG	4.77	99
JUL14	321	01054	PHONE CHG	.75	99
JUL14	321	01105	PHONE CHG	5.06	99
JUL14	321	01119	PHONE CHG	4.59	99
JUL14	321	01124	PHONE CHG	4.35	99
JUL14	111	03113	RM SVC FD	27.33	06
JUL15	321	00840	PHONE CHG	4.35	99
JUL15	321	00915	PHONE CHG	6.27	99
			BAL-FWD	114.30	

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07/17/92 16:29

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46

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AX

116487 (A) 2

KANIN, DENNIS
TSONGAS COMMITTEE
2 OLIVER ST 1002
BOSTON, MA 02109

1992

			BAL-FWD	114.30	
JUL15	321	00926	PHONE CHG	.75	99
JUL15	111	04595	RM SVC FD	26.89	70
JUL15	321	01218	PHONE CHG	.75	99
JUL15	321	01216	PHONE CHG	.75	99
JUL15	321	01256	PHONE CHG	.75	99
JUL15	321	01308	PHONE CHG	.75	99
JUL15	321	01333	PHONE CHG	.75	99
JUL15	321	01705	PHONE CHG	.75	99
JUL16	111	06415	RM SVC FD	35.00	70
JUL16	321	01216	PHONE CHG	.75	99
JUL16	321	01645	PHONE CHG	6.03	99
JUL16	321	00113	PHONE CHG	8.19	99
JUL17	321	01017	PHONE CHG	7.23	99
JUL17	321	01041	PHONE CHG	5.07	99
JUL17	001	00006	AMEX.....	208.71CR	65

07/17 208.71
07/12 25 .00
TOTAL-DUE .00

07/12/92 7:45
07/17/92 16:29

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46 02/95

TCF 7000023

9704378474

AX

116270 (A) 1

NEWMAN, DENNIS
TSONGAS COMMITTEE
580 PEARL ST 1611
READING, MA 01867

1992

JUL11	001	00007	PAID CASH	50.00CR	32
JUL12	321	01319	PHONE CHG	4.35	99
JUL12	321	01528	PHONE CHG	4.11	99
JUL12	321	02204	PHONE CHG	5.79	99
JUL12	321	02218	PHONE CHG	.75	99
JUL12	321	02246	PHONE CHG	7.23	99
JUL13	321	01553	PHONE CHG	.75	99
JUL13	321	01555	PHONE CHG	.75	99
JUL13	321	01556	PHONE CHG	.75	99
JUL13	321	01610	PHONE CHG	.75	99
JUL13	321	01615	PHONE CHG	3.87	99
JUL13	321	01617	PHONE CHG	1.00	99
JUL13	321	01617	PHONE CHG	4.11	99
JUL13	321	01709	PHONE CHG	.75	99
JUL13	321	01716	PHONE CHG	1.00	99
JUL13	321	01717	PHONE CHG	.75	99
JUL13	321	01718	PHONE CHG	1.00	99
JUL13	321	01721	PHONE CHG	.75	99
JUL13	321	01723	PHONE CHG	.75	99
JUL13	321	01727	PHONE CHG	.75	99
JUL13	321	01728	PHONE CHG	.75	99
JUL13	321	01729	PHONE CHG	.75	99
JUL14	431	01611	MOVIE&TAX	8.61	98
JUL14	321	00746	PHONE CHG	6.03	99
JUL14	321	01246	PHONE CHG	3.87	99
JUL14	321	01247	PHONE CHG	3.87	99
			BAL-FWD	13.84	

07/11/92 16:32
07/17/92 13:20

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32

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AX

116270 (A) 2

NEWMAN, DENNIS
TSONGAS COMMITTEE
580 PEARL ST 1611
READING, MA 01867

1992

			BAL-FWD	13.84	
JUL14	321	01252	PHONE CHG	.75	99
JUL14	321	01254	PHONE CHG	.75	99
JUL14	321	01256	PHONE CHG	.75	99
JUL14	321	01305	PHONE CHG	.75	99
JUL14	321	01306	PHONE CHG	.75	99
JUL14	321	01311	PHONE CHG	.75	99
JUL14	321	01334	PHONE CHG	5.31	99
JUL14	321	01341	PHONE CHG	4.35	99
JUL14	321	01344	PHONE CHG	.75	99
JUL14	321	01346	PHONE CHG	.75	99
JUL14	321	01348	PHONE CHG	.75	99
JUL15	321	00819	PHONE CHG	6.03	99
JUL15	321	00858	PHONE CHG	.75	99
JUL15	321	01543	PHONE CHG	1.00	99
JUL15	321	01547	PHONE CHG	.75	99
JUL15	321	02354	PHONE CHG	4.83	99
JUL15	431	01611	MOVIE&TAX	8.61	98
JUL16	321	01557	PHONE CHG	3.87	99
JUL16	321	01655	PHONE CHG	.75	99
JUL16	321	01657	PHONE CHG	6.51	99
JUL16	321	01809	PHONE CHG	4.59	99
JUL16	321	00021	PHONE CHG	4.11	99
JUL17	001	00007	PAID CASH	72.05CR	32
			TOTAL-DUE	.00	

07/11/92 16:32
07/17/92 13:20

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32

9704378466

AX

116270 (B) 1

NEWMAN, DENNIS
TSONGAS COMMITTEE
580 PEARL ST 1611
READING, MA 01867

1992

JUL11	011	01611	ROOM CHG..	148.00	00
JUL11	011	01611	STATE TAX	12.21	00
JUL11	011	01611	CITY TAX	8.88	00
JUL11	011	01611	OCC TAX	2.00	00
JUL11	011	01611	ST OCC TAX	7.40	00
JUL12	011	01611	ROOM CHG..	148.00	00
JUL12	011	01611	STATE TAX	12.21	00
JUL12	011	01611	CITY TAX	8.88	00
JUL12	011	01611	OCC TAX	2.00	00
JUL12	011	01611	ST OCC TAX	7.40	00
JUL13	011	01611	ROOM CHG..	148.00	00
JUL13	011	01611	STATE TAX	12.21	00
JUL13	011	01611	CITY TAX	8.88	00
JUL13	011	01611	OCC TAX	2.00	00
JUL13	011	01611	ST OCC TAX	7.40	00
JUL14	011	01611	ROOM CHG..	148.00	00
JUL14	011	01611	STATE TAX	12.21	00
JUL14	011	01611	CITY TAX	8.88	00
JUL14	011	01611	OCC TAX	2.00	00
JUL14	011	01611	ST OCC TAX	7.40	00
JUL15	011	01611	ROOM CHG..	148.00	00
JUL15	011	01611	STATE TAX	12.21	00
JUL15	011	01611	CITY TAX	8.88	00
JUL15	011	01611	OCC TAX	2.00	00
JUL15	011	01611	ST OCC TAX	7.40	00
JUL16	011	01611	ROOM CHG..	148.00	00
			BAL-FWD	1,040.45	

07/11/92 16:32
07/17/92 13:20

CDTRT
32

9704378463 7

AX

116270 (B) 2

NEWMAN, DENNIS
TSONGAS COMMITTEE
580 PEARL ST 1611
READING, MA 01867

1992

	BAL-FWD	1,040.45	
JUL16 011 01611	STATE TAX	12.21	00
JUL16 011 01611	CITY TAX	8.88	00
JUL16 011 01611	OCC TAX	2.00	00
JUL16 011 01611	ST OCC TAX	7.40	00
	TOTAL-DUE	1,070.94	

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07/11/92 16:32
07/17/92 13:20

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32

TCP 7000027

AX

115626 (A) 1

RUBENSTEIN, JEAN
TSONGAS COMMITTEE
18 DEWEY RD 1608
EXINGTON, MA 02173

1992

JUL10	321	01639	PHONE CHG	4.59	99
JUL10	321	01646	PHONE CHG	4.49	99
JUL10	321	01739	PHONE CHG	.75	99
JUL11	321	01741	PHONE CHG	.75	99
JUL11	321	01825	PHONE CHG	.75	99
JUL11	321	01847	PHONE CHG	.75	99
JUL12	321	00851	PHONE CHG	4.59	99
JUL12	321	01009	PHONE CHG	4.35	99
JUL12	321	01014	PHONE CHG	4.11	99
JUL12	321	01327	PHONE CHG	.75	99
JUL12	321	01931	PHONE CHG	4.11	99
JUL13	321	02212	PHONE CHG	.75	99
JUL13	321	02219	PHONE CHG	.75	99
JUL14	321	01921	PHONE CHG	1.00	99
JUL14	321	02012	PHONE CHG	1.00	99
JUL14	321	02013	PHONE CHG	.75	99
JUL14	111	04008	RM SVC FD	23.60	28
JUL15	321	01720	PHONE CHG	.75	99
JUL15	321	01721	PHONE CHG	.75	99
JUL15	321	02230	PHONE CHG	.75	99
JUL15	321	00009	PHONE CHG	.75	99
JUL16	321	00725	PHONE CHG	.75	99
JUL16	321	00854	PHONE CHG	.75	99
JUL16	321	00901	PHONE CHG	.75	99
JUL16	321	00952	PHONE CHG	.75	99
JUL16	171	06260	STRTRS FD	26.65	72
			BAL-FWD	90.49	

07/10/92 14:48
07/17/92 9:24

CDTRT
98

01/94

9704378479

TCF 7000028

AX

115626 (A) 2

RUBENSTEIN, JEAN
TSONGAS COMMITTEE
18 DEWEY RD 1608
EXINGTON, MA 02173

1992

	BAL-FWD	90.49	
JUL16 321 01854	PHONE CHG	.75	99
JUL16 321 01856	PHONE CHG	.75	99
JUL17 001 00010	M-CHG/VISA	91.99CR*	98

07/10 01	.00	
07/11 KZ6429	50.00	
07/13 EX5146	50.00	
TOTAL-DUE	.00	

07/10/92 14:48
07/17/92 9:24

CDTRT
98 01/94

TCF 7000029

9704337/8461C

AX

115626 (B) 1

RUBENSTEIN, JEAN
TSONGAS COMMITTEE
18 DEWEY RD
EXINGTON, MA 02173

1608

1992

JUL10	011	02830	ROOM CHG..	148.00	00
JUL10	011	02830	STATE TAX	12.21	00
JUL10	011	02830	CITY TAX	8.88	00
JUL10	011	02830	OCC TAX	2.00	00
JUL10	011	02830	ST OCC TAX	7.40	00
JUL11	011	01608	ROOM CHG..	148.00	00
JUL11	011	01608	STATE TAX	12.21	00
JUL11	011	01608	CITY TAX	8.88	00
JUL11	011	01608	OCC TAX	2.00	00
JUL11	011	01608	ST OCC TAX	7.40	00
JUL12	011	01608	ROOM CHG..	148.00	00
JUL12	011	01608	STATE TAX	12.21	00
JUL12	011	01608	CITY TAX	8.88	00
JUL12	011	01608	OCC TAX	2.00	00
JUL12	011	01608	ST OCC TAX	7.40	00
JUL13	011	01608	ROOM CHG..	148.00	00
JUL13	011	01608	STATE TAX	12.21	00
JUL13	011	01608	CITY TAX	8.88	00
JUL13	011	01608	OCC TAX	2.00	00
JUL13	011	01608	ST OCC TAX	7.40	00
JUL14	011	01608	ROOM CHG..	148.00	00
JUL14	011	01608	STATE TAX	12.21	00
JUL14	011	01608	CITY TAX	8.88	00
JUL14	011	01608	OCC TAX	2.00	00
JUL14	011	01608	ST OCC TAX	7.40	00
JUL15	011	01608	ROOM CHG..	148.00	00
			BAL-FWD	1,040.45	

07/10/92 14:48
07/17/92 9:24

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98

01/94

TCF 7000030

9704378411

AX

115626 (B) 2

RUBENSTEIN, JEAN
TSONGAS COMMITTEE
18 DEWEY RD 1608
EXINGTON, MA 02173

1992

			BAL-FWD	1,040.45	
JUL15	011	01608	STATE TAX	12.21	00
JUL15	011	01608	CITY TAX	8.88	00
JUL15	011	01608	OCC TAX	2.00	00
JUL15	011	01608	ST OCC TAX	7.40	00
JUL16	011	01608	ROOM CHG..	148.00	00
JUL16	011	01608	STATE TAX	12.21	00
JUL16	011	01608	CITY TAX	8.88	00
JUL16	011	01608	OCC TAX	2.00	00
JUL16	011	01608	ST OCC TAX	7.40	00
			TOTAL-DUE	1,249.43	

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07/10/92 14:48
07/17/92 9:24

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98

01/94

TCF 7000031

AX

116490 (A) 1

SAUVAGE, MS NIKI
TSONGAS COMMITTEE
2 OLIVER ST 1601
BOSTON, MA 02109

1992

JUL13	111	01891	RM SVC FD	31.30	69
JUL13	351	10404	PARKING...	17.75	42
JUL13	351	10188	PARKING...	14.50	42
JUL13	321	01437	PHONE CHG	.75	99
JUL13	321	01531	PHONE CHG	.75	99
JUL14	321	01601	PHONE CHG	.75	99
JUL14	321	01620	PHONE CHG	1.00	99
JUL14	321	01620	PHONE CHG	.75	99
JUL14	111	03861	RM SVC FD	53.70	28
JUL14	111	03994	RM SVC FD	61.75	28
JUL14	111	03021	RM SVC FD	30.63	06
JUL15	111	04684	RM SVC FD	77.22	70
JUL15	111	05089	RM SVC FD	18.36	30
JUL15	321	01612	PHONE CHG	.75	99
JUL15	321	01712	PHONE CHG	4.11	99
JUL15	321	01831	PHONE CHG	.75	99
JUL15	411	01601	LAUNDRY...	7.15	10
JUL15	421	01601	VALET.....	22.40	10
JUL15	321	02259	PHONE CHG	.75	99
JUL15	111	05781	RM SVC FD	83.94	28
JUL16	511	04610	AUD/VISUAL	595.38	33
JUL16	321	01208	PHONE CHG	5.31	99
JUL16	321	01214	PHONE CHG	3.90	99
JUL16	321	01223	PHONE CHG	5.34	99
JUL16	321	01251	PHONE CHG	4.20	99
JUL17	001	00006	AMEX.....	1,043.19CR	65
			BAL-FWD	.00	

07/12/92 7:47
07/17/92 14:55

CDTRT
46

02/95

9704343/8461413

AX

116490 (B) 1

SAUVAGE, MS NIKI
TSONGAS COMMITTEE
2 OLIVER ST 1601
BOSTON, MA 02109

1992

JUL12	011	01601	ROOM CHG..	698.00	00
JUL12	011	01601	STATE TAX	57.59	00
JUL12	011	01601	CITY TAX	41.88	00
JUL12	011	01601	OCC TAX	2.00	00
JUL12	011	01601	ST OCC TAX	34.90	00
JUL13	011	01601	ROOM CHG..	698.00	00
JUL13	011	01601	STATE TAX	57.59	00
JUL13	011	01601	CITY TAX	41.88	00
JUL13	011	01601	OCC TAX	2.00	00
JUL13	011	01601	ST OCC TAX	34.90	00
JUL14	011	01601	ROOM CHG..	698.00	00
JUL14	011	01601	STATE TAX	57.59	00
JUL14	011	01601	CITY TAX	41.88	00
JUL14	011	01601	OCC TAX	2.00	00
JUL14	011	01601	ST OCC TAX	34.90	00
JUL15	011	01601	ROOM CHG..	698.00	00
JUL15	011	01601	STATE TAX	57.59	00
JUL15	011	01601	CITY TAX	41.88	00
JUL15	011	01601	OCC TAX	2.00	00
JUL15	011	01601	ST OCC TAX	34.90	00
JUL16	011	01601	ROOM CHG..	698.00	00
JUL16	011	01601	STATE TAX	57.59	00
JUL16	011	01601	CITY TAX	41.88	00
JUL16	011	01601	OCC TAX	2.00	00
JUL16	011	01601	ST OCC TAX	34.90	00
			TOTAL-DUE	4,171.85	

07/12/92 7:47
07/17/92 14:55

CDTRT
46

02/95

TCF 7000033

9704378464

AX

116765 (A) 1
TSONGAS, ALEXANDER

20 AVALON RD 4904
GARDEN CITY, NY 11530

9704318461 5

1992

JUL12	321	01915	PHONE CHG	.75	99
JUL12	191	01191	TOWERS BEV	21.44	20
JUL12	011	04904	ROOM CHG..	168.00	00
JUL12	011	04904	STATE TAX	13.86	00
JUL12	011	04904	CITY TAX	10.08	00
JUL12	011	04904	OCC TAX	2.00	00
JUL12	011	04904	ST OCC TAX	8.40	00
JUL13	171	02064	STRTRS FD	23.60	78
JUL13	008	16046	DEPOSIT	202.34CR	89
JUL13	011	04904	ROOM CHG..	168.00	00
JUL13	011	04904	STATE TAX	13.86	00
JUL13	011	04904	CITY TAX	10.08	00
JUL13	011	04904	OCC TAX	2.00	00
JUL13	011	04904	ST OCC TAX	8.40	00
JUL14	321	01400	PHONE CHG	1.00	99
JUL14	321	01517	PHONE CHG	.75	99
JUL14	011	04904	ROOM CHG..	168.00	00
JUL14	011	04904	STATE TAX	13.86	00
JUL14	011	04904	CITY TAX	10.08	00
JUL14	011	04904	OCC TAX	2.00	00
JUL14	011	04904	ST OCC TAX	8.40	00
JUL15	321	00952	PHONE CHG	.75	99
JUL15	321	01053	PHONE CHG	.75	99
JUL15	321	01611	PHONE CHG	.75	99
JUL15	321	01636	PHONE CHG	1.00	99
JUL15	321	01639	PHONE CHG	1.00	99
			BAL-FWD	456.47	

07/12/92 13:58
07/17/92 10:57

CDA
32

01/93

TCF 7000034

AX

116765 (A) 2

TSONGAS, ALEXANDER

20 AVALON RD 4904
GARDEN CITY, NY 11530

1992

			BAL-FWD	456.47	
JUL15	321	01643	PHONE CHG	.75	99
JUL15	321	01645	PHONE CHG	.75	99
JUL15	321	01649	PHONE CHG	.75	99
JUL15	321	01653	PHONE CHG	.75	99
JUL15	011	04904	ROOM CHG..	168.00	00
JUL15	011	04904	STATE TAX	13.86	00
JUL15	011	04904	CITY TAX	10.08	00
JUL15	011	04904	OCC TAX	2.00	00
JUL15	011	04904	ST OCC TAX	8.40	00
JUL16	111	06452	RM SVC FD	14.67	70
JUL16	011	04904	ROOM CHG..	168.00	00
JUL16	011	04904	STATE TAX	13.86	00
JUL16	011	04904	CITY TAX	10.08	00
JUL16	011	04904	OCC TAX	2.00	00
JUL16	011	04904	ST OCC TAX	8.40	00
JUL17	001	00028	DISP-PHONE	6.25CR	32
JUL17	001	00010	M-CHG/VISA	872.57CR	32

07/12 138984 850.00
07/17 137542 28.82
TOTAL-DUE .00

07/12/92 13:58
07/17/92 10:57

CDA
32 01/93

TCF 7000035

9704337846416

AX

116492 (A) 1

TSONGAS, PAUL
TSONGAS COMMITTEE
2 OLIVER ST
BOSTON, MA 02109

1603

1992

JUL12	321	01735	PHONE CHG	1.00	99
JUL12	321	01735	PHONE CHG	1.00	99
JUL12	321	01737	PHONE CHG	1.00	99
JUL12	321	01737	PHONE CHG	.75	99
JUL12	321	01738	PHONE CHG	.75	99
JUL12	321	01739	PHONE CHG	1.00	99
JUL12	321	01741	PHONE CHG	.75	99
JUL12	321	01742	PHONE CHG	1.00	99
JUL12	321	01744	PHONE CHG	.75	99
JUL13	321	01314	PHONE CHG	4.11	99
JUL13	321	01450	PHONE CHG	4.35	99
JUL13	321	01454	PHONE CHG	4.35	99
JUL13	111	02587	RM SVC FD	17.82	28
JUL14	321	00937	PHONE CHG	1.00	99
JUL14	321	00937	PHONE CHG	.75	99
JUL14	321	01049	PHONE CHG	4.11	99
JUL14	321	01050	PHONE CHG	4.35	99
JUL14	171	03402	STRTRS FD	27.81	72
JUL14	321	01625	PHONE CHG	4.11	99
JUL14	321	01631	PHONE CHG	4.11	99
JUL14	321	01633	PHONE CHG	4.59	99
JUL15	321	01101	PHONE CHG	4.59	99
JUL15	321	01355	PHONE CHG	4.11	99
JUL15	321	01415	PHONE CHG	4.11	99
JUL16	321	00825	PHONE CHG	6.27	99
JUL16	111	06373	RM SVC FD	83.32	70
			BAL-FWD	191.86	

07/12/92 7:48
07/17/92 14:56

CDTRT
46

02/95

TCF 7000036

9704378647

AX

116492 (A) 2

TSONGAS, PAUL
TSONGAS COMMITTEE
2 OLIVER ST
BOSTON, MA 02109

1603

1992

			BAL-FWD	191.86	
JUL16	321	01640	PHONE CHG	4.35	99
JUL17	111	07969	RM SVC FD	48.37	70
JUL17	001	00006	AMEX.....	244.58CR	65

07/17 244.58
07/12 25 .00
TOTAL-DUE .00

9704378446418

07/12/92 7:48
07/17/92 14:56

CDTRT
46

02/95

TCF 7000037

AX

116561 (A) 1

WHITE, BARRY
TSONGAS COMMITTEE
2 OLIVER ST 1723
BOSTON, MA 02109

1992

JUL12	321	01229	PHONE CHG	1.00	99
JUL14	321	00952	PHONE CHG	.75	99
JUL14	321	00955	PHONE CHG	.75	99
JUL14	321	00958	PHONE CHG	.75	99
JUL14	321	00958	PHONE CHG	.75	99
JUL14	321	01010	PHONE CHG	.75	99
JUL14	321	01002	PHONE CHG	1.00	99
JUL17	001	00019	DISCOVER	5.75CR	33
	07/12	32	.00		
	07/13	32	50.00		
JUL17	001	17873	SUTIN, MR	16.50 *	33
JUL17	001	00019	DISCOVER	16.50CR	33
	07/13	32	50.00		
			TOTAL-DUE	.00	

07/12/92 9:45
07/17/92 6:39

CDTRT
33 06/95

TCF 7000038

9704378469

AX

116561 (B) 1

WHITE, BARRY
TSONGAS COMMITTEE
2 OLIVER ST
BOSTON, MA 02109

1723

1992

JUL12	011	01723	ROOM CHG..	168.00	00
JUL12	011	01723	STATE TAX	13.86	00
JUL12	011	01723	CITY TAX	10.08	00
JUL12	011	01723	OCC TAX	2.00	00
JUL12	011	01723	ST OCC TAX	8.40	00
JUL13	011	01723	ROOM CHG..	168.00	00
JUL13	011	01723	STATE TAX	13.86	00
JUL13	011	01723	CITY TAX	10.08	00
JUL13	011	01723	OCC TAX	2.00	00
JUL13	011	01723	ST OCC TAX	8.40	00
JUL14	011	01723	ROOM CHG..	168.00	00
JUL14	011	01723	STATE TAX	13.86	00
JUL14	011	01723	CITY TAX	10.08	00
JUL14	011	01723	OCC TAX	2.00	00
JUL14	011	01723	ST OCC TAX	8.40	00
JUL15	011	01723	ROOM CHG..	168.00	00
JUL15	011	01723	STATE TAX	13.86	00
JUL15	011	01723	CITY TAX	10.08	00
JUL15	011	01723	OCC TAX	2.00	00
JUL15	011	01723	ST OCC TAX	8.40	00
JUL16	011	01723	ROOM CHG..	168.00	00
JUL16	011	01723	STATE TAX	13.86	00
JUL16	011	01723	CITY TAX	10.08	00
JUL16	011	01723	OCC TAX	2.00	00
JUL16	011	01723	ST OCC TAX	8.40	00
			TOTAL-DUE	1,011.70	

07/12/92 9:45
07/17/92 6:39

CDTRT
33

06/95

TCF 7000039

9704378465C

AX

115630 (A) 1

ABATTO, MR JACQUES
TSONGAS COMMITTEE
75 GLEN RD 1617
J.P., MD 02130

1992

JUL10	321	01535	PHONE CHG	5.07	99
JUL10	321	01545	PHONE CHG	.75	99
JUL10	321	01547	PHONE CHG	.75	99
JUL10	321	01548	PHONE CHG	.75	99
JUL10	321	01550	PHONE CHG	4.11	99
JUL10	321	01646	PHONE CHG	4.35	99
JUL10	321	01657	PHONE CHG	4.35	99
JUL10	321	01707	PHONE CHG	.75	99
JUL10	321	01728	PHONE CHG	4.11	99
JUL10	321	01743	PHONE CHG	.75	99
JUL10	321	01750	PHONE CHG	4.59	99
JUL10	321	01813	PHONE CHG	.75	99
JUL10	431	02837	MOVIE&TAX	8.61	98
JUL10	431	02837	MOVIE&TAX	8.61	98
JUL10	181	09577	LOB/C BEV	30.76	92
JUL11	321	00739	PHONE CHG	3.87	99
JUL11	321	02324	PHONE CHG	1.00	99
JUL11	321	02325	PHONE CHG	1.00	99
JUL11	321	02325	PHONE CHG	.75	99
JUL11	321	02326	PHONE CHG	1.00	99
JUL11	181	00391	LOB/C BEV	9.61	94
JUL11	321	02356	PHONE CHG	1.00	99
JUL11	321	02356	PHONE CHG	4.59	99
JUL11	321	02359	PHONE CHG	.75	99
JUL11	431	01617	MOVIE&TAX	8.61	98
JUL12	321	00830	PHONE CHG	.75	99
			BAL-FWD	111.99	

07/10/92 14:51
07/18/92 11:51

CDTRT
98

02/95

TCF 7000040

9704378465 1

AX

115630 (A) 2

ABATTO, MR JACQUES
TSONGAS COMMITTEE
75 GLEN RD 1617
J.P., MD 02130

1992

			BAL-FWD	111.99	
JUL12	321	00831	PHONE CHG	.75	99
JUL12	321	01003	PHONE CHG	.75	99
JUL12	321	01136	PHONE CHG	.75	99
JUL12	111	01145	RM SVC FD	137.54	28
JUL12	351	10315	PARKING...	14.50	72
JUL12	431	01617	MOVIE&TAX	8.61	98
JUL13	321	00906	PHONE CHG	.75	99
JUL13	321	01419	PHONE CHG	.75	99
JUL13	351	10309	PARKING...	11.00	65
JUL13	611	01439	DHL	80.00	21
JUL13	321	01933	PHONE CHG	4.11	99
JUL14	351	10959	PARKING...	12.00	23
JUL14	351	10062	PARKING...	17.75	23
JUL14	921	04441	DHL	80.00CR	19
JUL14	931	07767	RAIN MISC	150.00	19
JUL14	321	01604	PHONE CHG	.75	99
JUL15	321	00855	PHONE CHG	.75	99
JUL15	321	00859	PHONE CHG	.75	99
JUL15	351	10616	PARKING...	17.75	43
JUL15	351	07678	PARKING...	17.75	40
JUL15	351	10962	PARKING...	10.00	68
JUL15	351	02879	PARKING...	16.75	72
JUL16	351	10083	PARKING...	17.75	49
JUL16	351	09956	PARKING...	24.00	31
JUL16	351	02898	PARKING...	11.00	34
			BAL-FWD	588.50	

07/10/92 14:51
07/18/92 11:51

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TCF 7000041

9704378465 2

AX

115630 (A) 3
ABATTO, MR JACQUES
TSONGAS COMMITTEE
75 GLEN RD 1617
J.P., MD 02130

1992

			BAL-FWD	588.50	
JUL16	321	01611	PHONE CHG	.75	99
JUL16	351	10970	PARKING...	12.00	32
JUL16	321	01750	PHONE CHG	6.51	99
JUL16	351	10092	PARKING...	12.00	72
JUL16	181	07277	LOB/C BEV	14.67	92
JUL17	351	10879	PARKING...	12.00	29
JUL17	351	10261	PARKING...	17.75	30
JUL17	171	07859	STRTRS FD	44.97	99
JUL17	351	10681	PARKING...	17.75	38
JUL17	001	00006	AMEX.....	726.90CR	54
	07/17		726.90		
	07/10 25		.00		
JUL17	351	00812	PARKING...	12.00	68
JUL17	321	01456	PHONE CHG	.75	99
JUL17	321	01506	PHONE CHG	.75	99
JUL17	321	01516	PHONE CHG	.75	99
JUL17	321	01524	PHONE CHG	.75	99
JUL17	321	01525	PHONE CHG	.75	99
JUL17	321	01639	PHONE CHG	1.00	99
JUL17	321	01639	PHONE CHG	.75	99
JUL17	321	01643	PHONE CHG	.75	99
JUL17	321	01646	PHONE CHG	.75	99
JUL17	321	01835	PHONE CHG	.75	99
JUL17	321	02139	PHONE CHG	4.11	99
			BAL-FWD	23.86	

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TCF 7000042

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AX

115630 (A) 4

ABATTO, MR JACQUES
TSONGAS COMMITTEE
75 GLEN RD 1617
J.P., MD 02130

1992

			BAL-FWD	23.86	
JUL17	181	08598	LOB/C BEV	28.21	92
JUL17	011	01617	ROOM CHG..	109.00	00
JUL17	011	01617	STATE TAX	8.99	00
JUL17	011	01617	CITY TAX	6.54	00
JUL17	011	01617	OCC TAX	2.00	00
JUL17	011	01617	ST OCC TAX	5.45	00
JUL18	171	08840	STRTRS FD	8.66	99
JUL18	321	00956	PHONE CHG	1.00	99
JUL18	321	00957	PHONE CHG	1.00	99
JUL18	321	00958	PHONE CHG	5.07	99
JUL18	321	01003	PHONE CHG	5.21	99
JUL18	001	00006	AMEX.....	204.99CR*	98

07/18 204.99
TOTAL-DUE .00

07/10/92 14:51
07/18/92 11:51

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TCF 7000043

9704378465 4

AX

115630 (B) 1
ABATTO, MR JACQUES
TSONGAS COMMITTEE
75 GLEN RD 1617
J.P., MD 02130

1992

JUL10	011	02837	ROOM CHG..	148.00	00
JUL10	011	02837	STATE TAX	12.21	00
JUL10	011	02837	CITY TAX	8.88	00
JUL10	011	02837	OCC TAX	2.00	00
JUL10	011	02837	ST OCC TAX	7.40	00
JUL11	011	01617	ROOM CHG..	148.00	00
JUL11	011	01617	STATE TAX	12.21	00
JUL11	011	01617	CITY TAX	8.88	00
JUL11	011	01617	OCC TAX	2.00	00
JUL11	011	01617	ST OCC TAX	7.40	00
JUL12	011	01617	ROOM CHG..	148.00	00
JUL12	011	01617	STATE TAX	12.21	00
JUL12	011	01617	CITY TAX	8.88	00
JUL12	011	01617	OCC TAX	2.00	00
JUL12	011	01617	ST OCC TAX	7.40	00
JUL13	011	01617	ROOM CHG..	148.00	00
JUL13	011	01617	STATE TAX	12.21	00
JUL13	011	01617	CITY TAX	8.88	00
JUL13	011	01617	OCC TAX	2.00	00
JUL13	011	01617	ST OCC TAX	7.40	00
JUL14	011	01617	ROOM CHG..	148.00	00
JUL14	011	01617	STATE TAX	12.21	00
JUL14	011	01617	CITY TAX	8.88	00
JUL14	011	01617	OCC TAX	2.00	00
JUL14	011	01617	ST OCC TAX	7.40	00
JUL15	011	01617	ROOM CHG..	148.00	00
			BAL-FWD	1,040.45	

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07/18/92 11:51

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9704378465 5

AX

115630 (B) 2

ABATTO, MR JACQUES
TSONGAS COMMITTEE
75 GLEN RD 1617
J.P., MD 02130

1992

			BAL-FWD	1,040.45	
JUL15	011	01617	STATE TAX	12.21	00
JUL15	011	01617	CITY TAX	8.88	00
JUL15	011	01617	OCC TAX	2.00	00
JUL15	011	01617	ST OCC TAX	7.40	00
JUL16	011	01617	ROOM CHG..	148.00	00
JUL16	011	01617	STATE TAX	12.21	00
JUL16	011	01617	CITY TAX	8.88	00
JUL16	011	01617	OCC TAX	2.00	00
JUL16	011	01617	ST OCC TAX	7.40	00
			TOTAL-DUE	1,249.43	

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AX

115800 (A) 1

MORIARTY, MARY

TSONGAS COMMITTEE

1607

1992

JUL10	321	02002	PHONE CHG	3.90	99
JUL10	321	02005	PHONE CHG	4.11	99
JUL10	321	02008	PHONE CHG	4.11	99
JUL10	321	02010	PHONE CHG	3.87	99
JUL10	321	02013	PHONE CHG	4.16	99
JUL11	321	01134	PHONE CHG	3.87	99
JUL11	321	01429	PHONE CHG	.75	99
JUL11	171	09937	STRTRS FD	28.47	99
JUL11	321	01722	PHONE CHG	1.00	99
JUL11	321	01723	PHONE CHG	5.31	99
JUL11	321	01854	PHONE CHG	.75	99
JUL11	321	01911	PHONE CHG	.75	99
JUL13	111	02530	RM SVC FD	35.07	28
JUL13	321	02046	PHONE CHG	.75	99
JUL14	321	00929	PHONE CHG	4.11	99
JUL14	321	00935	PHONE CHG	4.11	99
JUL14	321	00936	PHONE CHG	4.59	99
JUL14	321	01022	PHONE CHG	8.42	99
JUL15	321	01056	PHONE CHG	4.55	99
JUL15	321	01331	PHONE CHG	1.00	99
JUL15	321	01745	PHONE CHG	5.31	99
JUL16	321	01114	PHONE CHG	4.35	99
JUL16	111	06531	RM SVC FD	38.76	30
JUL16	321	01439	PHONE CHG	1.00	99
JUL16	321	01724	PHONE CHG	.75	99
JUL17	321	01243	PHONE CHG	.75	99
			BAL-FWD	174.57	

07/10/92 19:44
07/18/92 12:30

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31

06/95

9704378465 7

AX

115800 (A) 2

MORIARTY, MARY
TSONGAS COMMITTEE

1607

1992

			BAL-FWD	174.57	
JUL17	111	08062	RM SVC FD	36.48	30
JUL17	321	01925	PHONE CHG	4.35	99
JUL17	321	02018	PHONE CHG	.75	99
JUL17	421	01607	VALET.....	20.00	10
JUL18	001	00010	M-CHG/VISA	236.15CR	93
	07/18	000041	236.15		
JUL18	351	09966	PARKING...	192.00	31
JUL18	001	00010	M-CHG/VISA	192.00CR	31
	07/18	000068	192.00		
JUL18	921	03616	STATE TAX	3.22CR*	93
JUL18	921	03616	CITY TAX	2.34CR	93
JUL18	921	03616	ST OCC TAX	1.95CR	93
JUL18	001	15800	MORIARTY,	7.51CR*	93
JUL18	001	15800	MORIARTY,	7.51 *	93
JUL18	001	15800	MORIARTY,	7.51 *	93
			TOTAL-DUE	.00	

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TCF 7000047

AX

115800 (B) 1

MORIARTY, MARY
TSONGAS COMMITTEE

1607

1992

JUL10	011	02920	ROOM CHG..	148.00	00
JUL10	011	02920	STATE TAX	12.21	00
JUL10	011	02920	CITY TAX	8.88	00
JUL10	011	02920	OCC TAX	2.00	00
JUL10	011	02920	ST OCC TAX	7.40	00
JUL11	011	01607	ROOM CHG..	148.00	00
JUL11	011	01607	STATE TAX	12.21	00
JUL11	011	01607	CITY TAX	8.88	00
JUL11	011	01607	OCC TAX	2.00	00
JUL11	011	01607	ST OCC TAX	7.40	00
JUL12	011	01607	ROOM CHG..	148.00	00
JUL12	011	01607	STATE TAX	12.21	00
JUL12	011	01607	CITY TAX	8.88	00
JUL12	011	01607	OCC TAX	2.00	00
JUL12	011	01607	ST OCC TAX	7.40	00
JUL13	011	01607	ROOM CHG..	148.00	00
JUL13	011	01607	STATE TAX	12.21	00
JUL13	011	01607	CITY TAX	8.88	00
JUL13	011	01607	OCC TAX	2.00	00
JUL13	011	01607	ST OCC TAX	7.40	00
JUL14	011	01607	ROOM CHG..	148.00	00
JUL14	011	01607	STATE TAX	12.21	00
JUL14	011	01607	CITY TAX	8.88	00
JUL14	011	01607	OCC TAX	2.00	00
JUL14	011	01607	ST OCC TAX	7.40	00
JUL15	011	01607	ROOM CHG..	148.00	00
			BAL-FWD	1,040.45	

07/10/92 19:44
07/18/92 12:30

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06/95

TCF 7000048

9704378459

AX

115800 (B) 2

MORIARTY, MARY
TSONGAS COMMITTEE

1607

1992

			BAL-FWD	1,040.45	
JUL15	011	01607	STATE TAX	12.21	00
JUL15	011	01607	CITY TAX	8.88	00
JUL15	011	01607	OCC TAX	2.00	00
JUL15	011	01607	ST OCC TAX	7.40	00
JUL16	011	01607	ROOM CHG..	148.00	00
JUL16	011	01607	STATE TAX	12.21	00
JUL16	011	01607	CITY TAX	8.88	00
JUL16	011	01607	OCC TAX	2.00	00
JUL16	011	01607	ST OCC TAX	7.40	00
JUL17	011	01607	ROOM CHG..	148.00	00
JUL17	011	01607	STATE TAX	12.21	00
JUL17	011	01607	CITY TAX	8.88	00
JUL17	011	01607	OCC TAX	2.00	00
JUL17	011	01607	ST OCC TAX	7.40	00
JUL18	921	03616	ROOM CHG..	39.00CR*	93
JUL18	001	15800	MORIARTY,	7.51 *	93
JUL18	001	15800	MORIARTY,	7.51CR*	93
JUL18	001	15800	MORIARTY,	7.51CR*	93
			TOTAL-DUE	1,381.41	

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07/18/92 12:30

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06/95

TCF 7000049

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AX

114664 1

TSONGAS COMMITTEE

1992

JUL11	111	00070	RM SVC BEV	99.83	27
JUL17	001	16714	FOSTER, WA	809.36	00
JUL17	001	16804	VANDYK, TE	713.96	00
JUL18	001	16255	ADVANCE, M	1,214.04	00
JUL18	001	16308	CAFFREY, J	1,214.04	00
JUL18	001	16292	CARR, MS P	1,214.04	00
JUL18	001	16271	CONNOLLY,	1,214.04	00
JUL18	001	16337	EADE, JOHN	1,070.94	00
JUL18	001	17075	JESSER, ED	892.45	00
JUL18	001	16483	KANIN, DEN	3,337.48	00
JUL18	001	16350	MOORE, MR	1,206.04	00
JUL18	001	16231	MUNTER, TO	1,214.04	00
JUL18	001	16270	NEWMAN, DE	1,070.94	00
JUL18	001	16239	PAYNE, LAW	1,214.04	00
JUL18	001	15626	RUBENSTEIN	1,249.43	00
JUL18	001	16490	SAUVAGE, M	4,171.85	00
JUL18	001	15718	SIMANSKY,	1,416.38	00
JUL18	001	16561	WHITE, BAR	1,011.70	00
JUL18	001	16302	WONG, MARY	1,214.04	00
JUL19	001	15630	ABATTO, MR	1,249.43	00
JUL19	001	15800	MORIARTY,	1,381.41	00
JUL19	001	19227	SIMANSKY,	131.98	00
JUL20	001	16648	HUTTER, MS	892.45	00
			TOTAL-DUE	29,203.91	

07/08/92
07/20/92

CDTRT
85

TCF 7000050

9704378461

AX

114664 1

TSONGAS COMMITTEE

1992

JUL11	111	00070	RM SVC BEV	99.83		27
JUL17	001	16714	FOSTER, WA	809.36		00
JUL17	001	16804	VANDYK, TE	713.96		00
JUL18	001	16255	ADVANCE, M	1,214.04		00
JUL18	001	16308	CAFFREY, J	1,214.04		00
JUL18	001	16292	CARR, MS P	1,214.04		00
JUL18	001	16271	CONNOLLY,	1,214.04		00
JUL18	001	16337	EADE, JOHN	1,070.94		00
JUL18	001	17075	JESSER, ED	892.45		00
JUL18	001	16483	KANIN, DEN	3,337.48		00
JUL18	001	16350	MOORE, MR	1,206.04		00
JUL18	001	16231	MUNTER, TO	1,214.04		00
JUL18	001	16270	NEWMAN, DE	1,070.94		00
JUL18	001	16239	PAYNE, LAW	1,214.04		00
JUL18	001	15626	RUBENSTEIN	1,249.43		00
JUL18	001	16490	SAUVAGE, M	4,171.85		00
JUL18	001	15718	SIMANSKY,	1,416.38		00
JUL18	001	16561	WHITE, BAR	1,011.70		00
JUL18	001	16302	WONG, MARY	1,214.04		00
JUL19	001	15630	ABATTO, MR	1,249.43		00
JUL19	001	15800	MORIARTY,	1,381.41		00
JUL19	001	19227	SIMANSKY,	131.98		00
JUL20	001	16648	HUTTER, MS	892.45		00
JUL21	008	16951	HUTTER, MS	892.45	CR*	85
JUL21	008	16952	WHITE, BAR	1,011.70	CR*	85
JUL21	931	00049	STATE TAX	76.31	*	85
			BAL-FWD	27,376.07		

07/08/92
07/20/92

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AX

114664 2

TSONGAS COMMITTEE

1992

			BAL-FWD	27,376.07		
JUL21	931	00049	RAIN MISC	1,901.16		85
JUL21	008	16951	HUTTER, MS	892.45	*	85
JUL21	008	16956	AX ADDITIO	26,500.00CR	*	85
JUL21	008	16956	AX ADDITIO	3,669.68CR	*	85
			TOTAL-DUE	.00		

07/08/92
07/20/92

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85

TCF 7000052

9704378466 3

AX

115718 (B) 1

SIMANSKY, HAROLD

57 CLEARWATER RD 1639
CHESTNUT HILL, MA 02167

1992

JUL10	011	02935	ROOM CHG..	168.00	00
JUL10	011	02935	STATE TAX	13.86	00
JUL10	011	02935	CITY TAX	10.08	00
JUL10	011	02935	OCC TAX	2.00	00
JUL10	011	02935	ST OCC TAX	8.40	00
JUL11	011	01639	ROOM CHG..	168.00	00
JUL11	011	01639	STATE TAX	13.86	00
JUL11	011	01639	CITY TAX	10.08	00
JUL11	011	01639	OCC TAX	2.00	00
JUL11	011	01639	ST OCC TAX	8.40	00
JUL12	011	01639	ROOM CHG..	168.00	00
JUL12	011	01639	STATE TAX	13.86	00
JUL12	011	01639	CITY TAX	10.08	00
JUL12	011	01639	OCC TAX	2.00	00
JUL12	011	01639	ST OCC TAX	8.40	00
JUL13	011	01639	ROOM CHG..	168.00	00
JUL13	011	01639	STATE TAX	13.86	00
JUL13	011	01639	CITY TAX	10.08	00
JUL13	011	01639	OCC TAX	2.00	00
JUL13	011	01639	ST OCC TAX	8.40	00
JUL14	011	01639	ROOM CHG..	168.00	00
JUL14	011	01639	STATE TAX	13.86	00
JUL14	011	01639	CITY TAX	10.08	00
JUL14	011	01639	OCC TAX	2.00	00
JUL14	011	01639	ST OCC TAX	8.40	00
JUL15	011	01639	ROOM CHG..	168.00	00
			BAL-FWD	1,179.70	

07/10/92 17:22
07/17/92 12:03

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TCF 7000053

AX

115718 (B) 2

SIMANSKY, HAROLD

57 CLEARWATER RD 1639
CHESTNUT HILL, MA 02167

1992

			BAL-FWD	1,179.70	
JUL15	011	01639	STATE TAX	13.86	00
JUL15	011	01639	CITY TAX	10.08	00
JUL15	011	01639	OCC TAX	2.00	00
JUL15	011	01639	ST OCC TAX	8.40	00
JUL16	011	01639	ROOM CHG..	168.00	00
JUL16	011	01639	STATE TAX	13.86	00
JUL16	011	01639	CITY TAX	10.08	00
JUL16	011	01639	OCC TAX	2.00	00
JUL16	011	01639	ST OCC TAX	8.40	00
			TOTAL-DUE	1,416.38	

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07/10/92 17:22
07/17/92 12:03

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Transaction Detail Report
1/1/91 Through 8/9/93

Date	Acct	Num	Description	Memo	✓	Amount
7/10/92	Tsongas	3254	YMCA		✓	-3,696.00
7/11/92	Tsongas	3264	Greyline N.Y. Tours	254 W 54th St	✓	-1,980.00
7/14/92	Tsongas	3268	New York Telephone		✓	-1,800.00
7/14/92	Tsongas	3271	Atlantic Para Trans	Handicap Van	✓	-300.00
7/14/92	Tsongas		Tavern on the Green	56th/Central Pk...		-10,000.00
7/20/92	Tsongas	3274	Merchants Rent-A-Car	50 Warren St	✓	-939.60
7/27/92	Tsongas	3314	Sullivan, Anne	391 Dedham St	✓	-505.85
7/27/92	Tsongas	3320	Goldman, David L.	75 Glen Rd.	✓	-20,001.02
8/4/92	Tsongas	3339	Cohen, Steve		✓	-356.98
8/4/92	Tsongas	3340	VOIDMelvin, Trish	Great Pond Road	✓	0.00
8/4/92	Tsongas	3342	Verras, Malcolm		✓	-924.76
8/4/92	Tsongas	3343	VOIDWik, Lynda	56 Robbins Rd	✓	0.00
8/4/92	Tsongas	3345	Valerie Brickates	91 Claymoss Rd	✓	-40.00
8/24/92	Tsongas	3384	Melvin, Trish		✓	-509.60
8/25/92	Tsongas	3388	Wik, Lynda		✓	-516.39
8/28/92	Tsongas	3393	Goldman, David L.	Jamaica Plain ma.	✓	-3,882.62
			Total 1/1/91 - 8/9/93			-54,452.82
			Total Inflows			0.00
			Total Outflows			-54,452.82
			Net Total			-54,452.82

9704378496556

TCF 7000055

Statement of Account

07 2 12 0 2

YOUR ACCOUNT IS ONE MONTH OVERDUE. IF PAYMENT IN MAIL - THANK YOU.

Account Number	Closing Date	Minimum Amount Due
	07-29-92	$34,151.05

DAVID L GOLDMAN
75 GLEN RD
BOSTON MA
02130-3341

MAIL PAYMENT TO:
AMERICAN EXPRESS
P.O. BOX 114
NEWARK NJ 07101-0114

97U4378467

Summary of Account

Cardmember Name	Account Number	Closing Date
DAVID L GOLDMAN		07-29-92

For fast balance and payment information, call our automated service line at 1-800-292-AMEX using a touch tone phone. Please have your account number ready. If you have a question about your account, call 1-800-528-4800 (24 hours/7 days).

Previous Card Balance	Card Payments/Credits	New Card Charges	New Card Balance (A)	Sign & Travel Minimum Payment (B)	Minimum Amount Due (A - B)

Amex Ref. No.	Item No.	Listing of Charges and Credits		Charges	Credits
560204-2		REVERSAL OF PREVIOUS TEMPORARY CREDIT DATE OF ABOVE 07/22		90.00	
875204-2	001	ZABARS NEW YORK NY		104.92	
050211-2	002	SHERATON N Y HTL/TOWERS NEW YORK NY INV#437088		26,500.00	
050211-2	003	SHERATON N Y HTL/TOWERS NEW YORK NY INV#636995		3,669.68	
501188-2	004	FILENES BASEMENT BOSTON BSMT MA 015006348 KNIT SHIRTS	07/05/92	41.00	
501195-2	005	EXPRESS WEEKENDS NEW YORK NY E00414013 ANNUAL FEE - COMPANION	08/01/92	135.00	
501203-2	006	SHERATON CENTER HOTENEW YORK NY 456594381 LODGING	07/17/92	1.50	
501203-2	007	SHERATON CENTER HOTENEW YORK NY 456594381 LODGING	07/17/92	58.50	
501203-2	008	SHERATON CENTER HOTENEW YORK NY 456594381 LODGING	07/18/92	204.99	
501203-2	009	SHERATON CENTER HOTENEW YORK NY 456594381 LODGING	07/17/92	208.71	
501203-2	010	SHERATON CENTER HOTENEW YORK NY 456594381 LODGING	07/17/92	244.58	
501203-2	011	SHERATON CENTER HOTENEW YORK NY 456594381 LODGING	07/17/92	726.90	
501203-2	012	SHERATON CENTER HOTENEW YORK NY 456594381 LODGING	07/17/92	1,043.19	
501203-2	013	RISTORANTE SCHIFINO BOSTON MA 106017788 FOOD/BEV	07/21/92	71.16	
501209-2	014	TICKETMASTER NY 20 NEW YORK NY 0400937 TICKETS	07/26/92	257.25	
			PAGE TOTAL	33,357.38	.00

Stolen or Lost cards don't just happen to others. Be prepared.
Join Credit Card Registry now! Call 1-800-CCR-AMEX for information.

TCF 7000056

Card

Statement of Account

08 2 12 0 2

YOUR COMMUNICATION IS ACKNOWLEDGED. DO NOT PAY DISPUTED AMOUNT UNTIL RESOLVED.

Account Number	Closing Date	Minimum Amount Due
	08-29-92	$34,584.81

DAVID L GOLDMAN
75 GLEN RD
BOSTON MA
02130-3341

MAIL PAYMENT TO:
AMERICAN EXPRESS
P.O. BOX 114
NEWARK NJ 07101-0114

Summary of Account

Cardmember Name	Account Number	Closing Date
DAVID L GOLDMAN		08-29-92

For fast balance and payment information, call our automated service line at 1-800-292-AMEX using a touch tone phone. Please have your account number ready. If you have a question about your account, call 1-800-528-4800 (24 hours/7 days).

Previous Card Balance	Card Payments/Credits	New Card Charges	New Card Balance (A)	Sign & Travel Minimum Payment (B)	Minimum Amount Due (A + B)

Amex Ref. No.	Item No.	Listing of Charges and Credits	Charges	Credits
835220-0		700.90 PYMT RECVD - THANK YOU 08/07 145.00 APPLIED TO SIGN & TRAVEL		555.90
560219-2		TEMPORARY CREDIT FOR BILLING INQUIRY DATE OF ABOVE 08/06		90.00
560240-2		REVERSAL OF PREVIOUS TEMPORARY CREDIT DATE OF ABOVE 08/27	90.00	
101220-2	001	SHARED TECH CELLULAR INC BOSTON MA INV#557956	1,885.35	
012226-2	002	SHERATON N Y HTL/TOWERS NEW YORK NY INV#155578		892.45
501217-2	003	ARBORWAY FLOWERS JAMAICA PLAIN MA 021701873 FLOWERS/PLANTS MA105620 08/04/92	16.58	
501225-2	004	URBAN OUTFITTERS 009BOSTON MA 081000090 FAMILY APPAREL 08/10/92	24.98	
		ACCOUNT TOTAL	$2,018.91	$1,538.35

Enroll in ConnectPlus(SM) with MCI to use the Card as a calling card and get a $5 bonus credit. Call MCI at 1-800-688-0052 today!

TCF 7000057

Card:

TCF 7000058 | Cardmember Name: DAVID L GOLDMAN | Account No: [redacted] | Closing Date: 07-29-92 | Page 2 of 4 | BBA00300

3 | 385

Amex Ref. No.	Item No.	Listing of Charges and Credits		Charges	Credits
501211-2	015	THE BLACK GOOSE BOSTON MA 000201180 FOOD AND BEVERAGE	07/29/92	49.77	
			PAGE TOTAL	49.77	.00
			ACCOUNT TOTAL	$33,407.15	$.00

Statement of Sign & Travel® Account

YOUR SIGN & TRAVEL ACCOUNT IS PAST DUE

Account No:

Creditor: AMERICAN EXPRESS CENTURION BANK

Closing Date: 07-29-92

Previous Balance	Payments/Credits	New Charges	FINANCE CHARGE	New Balance
2,571.88	.00	.00	35.96	2,607.84

Reference Number	Item No.	Posting Date	Description of Transaction	Charges	Credits

Finance Charge Schedule

Balance(s) to Which Rate Applies	Average Daily Balance	Daily Periodic Rate	ANNUAL PERCENTAGE RATE	Minimum Payment Includes: Past Due Amount	Minimum Payment Includes: This Month's Payment	Payment Due Date: 08-23-92
ALL	2589.23	.0448%	16.40%	72.00	73.00	Minimum Payment ▶ $145.00

Amendment to Minimum Payment Terms

Prior to January 1, 1990, the Sign & Travel Account Agreement (the "Agreement") required a Minimum Payment of 1/24th of the New Balance of your Sign & Travel Account, but not less than $20 or the entire New Balance if less than $20. After January 1, 1990, the Agreement is amended to require a Minimum payment of 1/36th of the New Balance, but not less than $20 or the entire New Balance if less than $20. If you wish, you can always pay more than the Minimum Payment.

Important Sign & Travel Account Information

Finance Charge

To calculate the Finance Charge, we multiply the Daily Periodic Rate by the Average Daily Balance during the billing period. Then we multiply the product by the number of days in the billing cycle. To get the Average Daily Balance, we take the beginning balance of the Sign & Travel Account each day, add any new Sign & Travel Charges and accrued and unpaid Finance Charges (except such Finance Charges will not be included for residents of CO, IA, ME, NC and PR), and subtract any payments or credits. Then we add up the daily balance for the billing period and divide by the number of days in the billing period. This gives us the Average Daily Balance. This method of computation of the Average Daily Balance results in compound interest (except for residents of CO, IA, ME, NC and PR).

Payments

Mail your payment in the enclosed envelope or to the address for payments listed on the back of your Card Account statement. Remember, your payment each month should be for at least the Minimum Amount Due or the Total Amount Due, whichever appears on the Card Account Statement. Either amount includes the Sign & Travel Minimum Payment shown above and the balance due on your Card Account. If you want to pay more than the Minimum Payment (up to the entire Sign & Travel New Balance), make your payment for the larger amount and the excess will be applied to your Sign & Travel Account.

How to avoid additional Finance Charge

You have the right to pay the entire New Balance of your Sign & Travel Account at any time without penalty. No Finance Charge will be assessed in any billing period in which there are no new Sign & Travel Charges, and payments or credits received before the Payment Due Date equal or exceed the previous balance. The Payment Due Date is 25 days after the Closing Date of the Sign & Travel Statement.

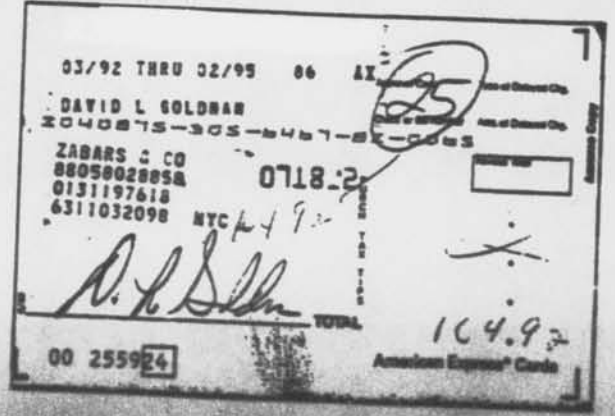
Finance Charge Information for Certain Cardmembers

If (i) as of 6/30/88 the creditor for your Sign & Travel Account was not American Express Centurion Bank and you have not thereafter reduced your Sign & Travel Account to zero ("Specified Accounts") and (ii) a Sign & Travel Charge has not been posted to your Specified Account on or after 7/1/88 (9/1/88 for billing addresses in IA and NJ, 10/1/88 for CO and OK, 12/1/88 for ID, KS, and WY, 6/1/89 for WI), then (a) no additional Finance Charge will be assessed if you pay the entire New Balance before the Payment Due Date and (y) no Finance Charge will be assessed in any billing period in which there is no previous balance.

Billing Inquiries

For all billing inquiries concerning your Sign & Travel Account, contact American Express, Customer Service Department, 777 American Expressway, Ft. Lauderdale, Florida 33337 or 1-800-528-4800. See the reverse side of the first page of your Card Account statement for additional information concerning billing inquiries.

ITEM 001
ZABARS NEW YORK NY $104.92



ITEM 002
SHERATON N Y HTL/TOWERS NEW YORK NY $28,500.00

9704378469

4

ITEM 003 $3,669.68
SHERATON N Y HTL/TOWERS NEW YORK NY

DAVID L. GOLDMAN #23
Z110050-335-b157-80-0592
59 43810 000 0
AX 6310125455 0724
DC 3231000021
601101631060058

Signature on File TOTAL 3669.68
American Express® Cards
00 636995

ITEM 004 $41.00
FILENE'S BASEMENT BOSTON BSMT MA

Date of Charge 07/05/92 Reference Code 015006348
Service Establishment and Location FILENE'S BASEMENT BOSTON BSMT MA
Nature of Charge
KNIT SHIRTS
KNIT SHIRTS
MENS DRESS SHIR
KNIT SHIRTS
ROC NUMBER 06348
S/E # 2205700669
TOTAL CHARGE AMOUNT $41.00

ITEM 005 $135.00
EXPRESS WEEKENDS NEW YORK NY

Date of Charge 06/01/92 Reference Code E00414013
Service Establishment and Location EXPRESS WEEKENDS
Nature of Charge
ANNUAL FEE - COMPANION MEMBERSHIP
S/E # 6317800821
TOTAL CHARGE AMOUNT $135.00

ITEM 006 $1.50
SHERATON CENTER HOTENEW YORK NY

Date of Charge 07/17/92 Reference Code 456594381
Service Establishment and Location SHERATON CENTER HOTENEW YORK NY
Nature of Charge
ARRIVAL DATE 07/10/92 DEPARTURE DATE 07/17/92 # OF NIGHTS 07
ROC NUMBER 15718
S/E # 6310125455
TOTAL CHARGE AMOUNT $1.50

ITEM 007 $58.50
SHERATON CENTER HOTENEW YORK NY

Date of Charge 07/17/92 Reference Code 456594381
Service Establishment and Location SHERATON CENTER HOTENEW YORK NY
Nature of Charge
LODGING
DELAYED CHARGE
ROC NUMBER 16483
S/E # 6310125455 TAX $2.02
TOTAL CHARGE AMOUNT $58.50

ITEM 008 $204.99
SHERATON CENTER HOTENEW YORK NY

Date of Charge 07/18/92 Reference Code 456594381
Service Establishment and Location SHERATON CENTER HOTENEW YORK NY
Nature of Charge
ARRIVAL DATE 07/17/92 DEPARTURE DATE 07/18/92 # OF NIGHTS 01
ROC NUMBER 15630
S/E # 6310125455 TAX $15.78
TOTAL CHARGE AMOUNT $204.99

ITEM 009 $208.71
SHERATON CENTER HOTENEW YORK NY

Date of Charge 07/17/92 Reference Code 456594381
Service Establishment and Location SHERATON CENTER HOTENEW YORK NY
Nature of Charge
LODGING
DELAYED CHARGE
ROC NUMBER 16487
S/E # 6310125455 TAX $8.72
TOTAL CHARGE AMOUNT $208.71

ITEM 010 $244.58
SHERATON CENTER HOTENEW YORK NY

Date of Charge 07/17/92 Reference Code 456594381
Service Establishment and Location SHERATON CENTER HOTENEW YORK NY
Nature of Charge
LODGING
DELAYED CHARGE
ROC NUMBER 16492
TCF 7000059
S/E # 6310125455 TAX $11.82
TOTAL CHARGE AMOUNT $244.58

9704378467C

ITEM 011 $726.90
SHERATON CENTER HOTENEW YORK NY

Date of Charge	Reference Code	Approval Code
07/17/92	456894381	

Service Establishment and Location: SHERATON CENTER HOTENEW YORK NY

Record of Charge

ARRIVAL DATE 07/10/92 DEPARTURE DATE 07/17/92 # OF NIGHTS 07
ROC NUMBER 15830

S/E # 6310125455 TAX $16.76

TOTAL CHARGE AMOUNT $726.90

ITEM 012 $1,043.19
SHERATON CENTER HOTENEW YORK NY

Date of Charge	Reference Code	Approval Code
07/17/92	456894381	

Service Establishment and Location: SHERATON CENTER HOTENEW YORK NY

Record of Charge

LODGING
DELAYED CHARGE
ROC NUMBER 16490

S/E # 6310125455 TAX $22.54

TOTAL CHARGE AMOUNT $1,043.19

ITEM 013 $71.16
RISTORANTE SCHIFINO BOSTON MA

Date of Charge	Reference Code	Approval Code
07/21/92	106017788	

Service Establishment and Location: RISTORANTE SCHIFINO BOSTON MA

Record of Charge

FOOD/BEV $61.16
TIP $10.00

S/E # 2201047271

TOTAL CHARGE AMOUNT $71.16

ITEM 014 $257.25
TICKETMASTER NY 20 NEW YORK NY

Date of Charge	Reference Code	Approval Code
07/28/92	0400937	

Service Establishment and Location: TICKETMASTER NY 20 NEW YORK NY

Record of Charge

TICKETS

S/E # 5316550037

TOTAL CHARGE AMOUNT $257.25

ITEM 015 $49.77
THE BLACK GOOSE BOSTON MA

Date of Charge	Reference Code	Approval Code
07/29/92	000201180	

Service Establishment and Location: THE BLACK GOOSE BOSTON MA

Record of Charge

FOOD AND BEVERAGE

S/E # 2201039252

TOTAL CHARGE AMOUNT $49.77

PRIVILEGES UPDATE

FAMILY

Discover the Berkshires

Discover the Berkshires of Western Massachusetts with the American Express(R) Card. Enjoy summer festivals of Music, Theatre and Dance. For a free guide call the Berkshire Visitors' Bureau. 1-800-237-6747.

PRIVILEGES UPDATE

connect PLUS

LONG DISTANCE CONNECTIONS

Five dollars in free calling when you make long distance calls with The Card.

Use ConnectPlus from American Express and MCI to make long distance calls when you're away from home and receive $5 in free calling. There is no charge to enroll and all charges will appear in full detail on your American Express billing statement. Call 800-677-0052 today.

9703437846711

7

Statement of Sign & Travel® Account

Account No:

HAVE YOUR TRAVEL AGENT TYPE OR KEY "E" FOR SIGN & TRAVEL.

Creditor: AMERICAN EXPRESS CENTURION BANK

Closing Date: 08-29-92

Previous Balance	Payments/Credits	New Charges	FINANCE CHARGE	New Balance
2,607.84	145.00	.00	34.96	2,497.80

Reference Number	Item No.	Posting Date	Description of Transaction	Charges	Credits
835220-2		08/07	PAYMENT RECEIVED - THANK YOU		145.00

Finance Charge Schedule

Balance(s) to Which Rate Applies	Average Daily Balance	Daily Periodic Rate	ANNUAL PERCENTAGE RATE	Minimum Payment Includes: Past Due Amount	Minimum Payment Includes: This Month's Payment
ALL	2517.32	.0448%	16.40%	.00	70.00

Payment Due Date: 09-23-92

Minimum Payment ▶ $70.00

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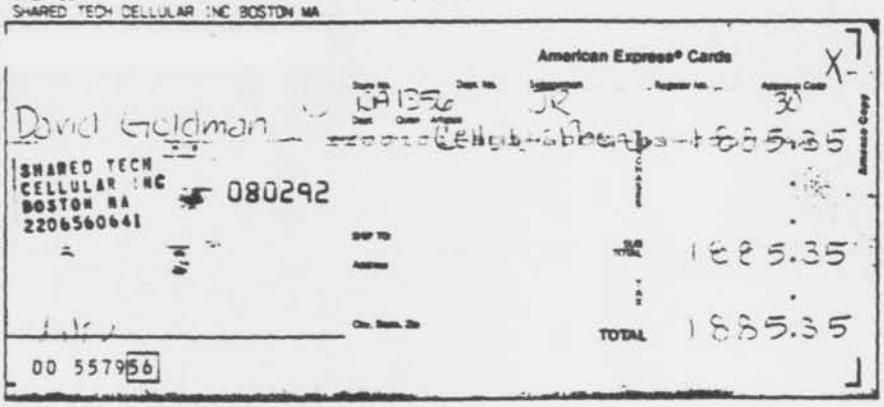
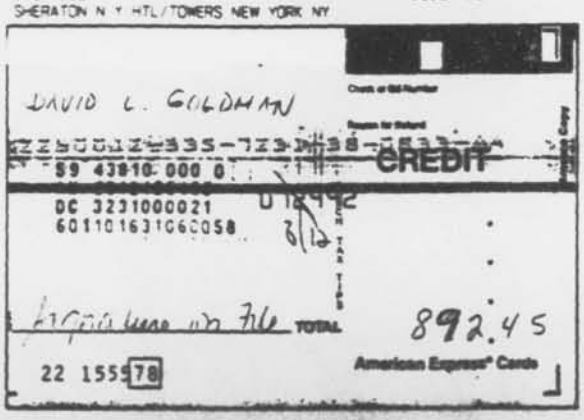
ITEM 001 $1,885.35
SHARED TECH CELLULAR INC BOSTON MA



TCF 7000061

ITEM 002 $892.45CR
SHERATON N Y HTL/TOWERS NEW YORK NY



ITEM 003 $16.58
ARBORWAY FLOWERS JAMAICA PLAIN MA

9 7 0 4 3 1 8 4 6 7 2

8

ITEM 004 $24.98
URBAN OUTFITTERS 009BOSTON MA

Cardmember Account No.	Date of Charge	Approval Code	Approval Code
	08/10/92	081000090	

Service Establishment and Location
URBAN OUTFITTERS 009BOSTON MA

Reason for Charge
FAMILY APPAREL

S/E # 2204518625

TOTAL CHARGE AMOUNT $24.98

9704378467 3

COPY

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR ACCOUNT
116648 (B)
HUTTER, MS GENE
UNITED FOOD
1775 K STREET NW
WASHINGTON, DC 20006

PAGE 1

ROOM 2313

AFL CIO
AFL CIO
815 16TH STREET NW RM 200
WASHINGTON, DC 20006

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS
1992				
JUL12	011	02313	ROOM CHG..	148.00 00
JUL12	011	02313	STATE TAX	12.21 00
JUL12	011	02313	CITY TAX	8.88 00
JUL12	011	02313	OCC TAX	2.00 00
JUL12	011	02313	ST OCC TAX	7.40 00
JUL13	011	02313	ROOM CHG..	148.00 00
JUL13	011	02313	STATE TAX	12.21 00
JUL13	011	02313	CITY TAX	8.88 00
JUL13	011	02313	OCC TAX	2.00 00
JUL13	011	02313	ST OCC TAX	7.40 00
JUL14	011	02313	ROOM CHG..	148.00 00
JUL14	011	02313	STATE TAX	12.21 00
JUL14	011	02313	CITY TAX	8.88 00
JUL14	011	02313	OCC TAX	2.00 00
JUL14	011	02313	ST OCC TAX	7.40 00
JUL15	011	02313	ROOM CHG..	148.00 00
JUL15	011	02313	STATE TAX	12.21 00
JUL15	011	02313	CITY TAX	8.88 00
JUL15	011	02313	OCC TAX	2.00 00
JUL15	011	02313	ST OCC TAX	7.40 00
JUL16	011	02313	ROOM CHG..	148.00 00
JUL16	011	02313	STATE TAX	12.21 00
JUL16	011	02313	CITY TAX	8.88 00
JUL16	011	02313	OCC TAX	2.00 00
JUL16	011	02313	ST OCC TAX	7.40 00
			BAL-FWD	892.45

credit to AMEX

TCF 7000063

07/12/92 12:05
07/19/92 13:07

CDTRT
22

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

09/92

CHARGED TO _____

STREET _____

CITY _____ STATE _____

TSONGAS ACCT.# 10730

If any questions or problems Mary Moriarty - Sheraton Nashville Downtown

RUN DATE: 7/10/92
TIME: 14.00
REPORT: UHR631

VANDERBILT YMCA
GROUP ROOMING LIST FROM 7/11/92 TO 7/17/92

ARRIVE 7/11/92 DEPART 7/17/92 10730 TSONGAS CAMPAIGN ROOM NIGHTS LEFT TO ASSIGN BA

RM TP	ROOM NO.	NAME/COMPANY/COMMENT	ACCNT	SHARE WITH	DEPART	GS	CH	RATE CLASS	RATE	MP	A/R AND/OR CC NUMBER	D
		ARRIVE 7/11/92 SAT										
Q	803	GTD GOLDMAN, DAVID	11815		7/17/92	4		GROUP RATE	88.00	TC		
S	862	GTD GOLDMAN, DAVID	11831		7/17/92	1		GROUP RATE	22.00	TC	Mike Regan	
S	843	GTD GOLDMAN, DAVID	11832		7/17/92	1		GROUP RATE	22.00	TC	Jonathan Edwards	
S	840	GTD GOLDMAN, DAVID	11833		7/17/92	1		GROUP RATE	22.00	TC	Sharon Kennedy	
S	824	GTD GOLDMAN, DAVID	11834		7/17/92	1		GROUP RATE	22.00	TC	Amy Pressman	
S	823	GTD GOLDMAN, DAVID	11835		7/17/92	1		GROUP RATE	22.00	TC	Anita Nelson	
S	817	GTD GOLDMAN, DAVID	11837		7/17/92	1		GROUP RATE	22.00	TC	Kevin Saba	
S	806	GTD GOLDMAN, DAVID	11838		7/17/92	1		GROUP RATE	22.00	TC	Alekha Mumba	
Q	815	GTD GOLDMAN, DAVID	11816		7/17/92	4		GROUP RATE	88.00	TC		
Q	849	GTD GOLDMAN, DAVID	11817		7/17/92	4		GROUP RATE	88.00	TC		
Q	703	GTD GOLDMAN, DAVID	11818		7/17/92	4		GROUP RATE	88.00	TC		
Q	715	GTD GOLDMAN, DAVID	11819		7/17/92	4		GROUP RATE	88.00	TC		
Q	749	GTD GOLDMAN, DAVID	11820		7/17/92	4		GROUP RATE	88.00	TC		
D	877	GTD GOLDMAN, DAVID	11824		7/17/92	2		GROUP RATE	44.00	TC	Ron Turiello Margaret Carusi	
D	868	GTD GOLDMAN, DAVID	11825		7/17/92	2		GROUP RATE	44.00	TC	Dave Magrani Michael Fahey Valerie Brekatos	
D	856	GTD GOLDMAN, DAVID	11826		7/17/92	2		GROUP RATE	44.00	TC	Susan Bromhel	

9704378496775

TCF 7000064

DATE: 7/10/92
: 14.00
RT: UHR631

VANDERBILT YMCA
GROUP ROOMING LIST FROM 7/11/92 TO 7/17/92

ARRIVE 7/11/92 DEPART 7/17/92 10730 TSONGAS CAMPAIGN ROOM NIGHTS LEFT TO ASSIGN BALANC

ROOM NO.	NAME/COMPANY/COMMENT	ACCNT	SHARE WITH	DEPART	GS	CH	RATE CLASS	RATE	MP	A/R AND/OR CC NUMBER	DEPOS AMOU
ARRIVE 7/11/92 SAT											
852 GTD	GOLDMAN, DAVID	11827		7/17/92	2		GROUP RATE	44.00	TC		.0
750 GTD	GOLDMAN, DAVID	11828		7/17/92	2		GROUP RATE	44.00	TC		.0
879 GTD	GOLDMAN, DAVID	11830		7/17/92	1		GROUP RATE	22.00	TC		.0

GROUP ARRIVALS 19 GROUP INHOUSE GUESTS 42 CHILDREN .0

6 Pam Fessenden — Ted Carr — Polly Trottenberg — Robert Gill
Paul Zablinski — Mark Brown — Fay Cohen — Kim Bamberger
8 Bill Dunbar — Tony Flanagan — George Katsos
Geraldine Fieves — Ken Parker — Julie Flynn
Jimmy Walsh — Rob Hale — Matt Nadler
Craig Segal — Tom Pozzi — Mark Sullivan
Bill Peterson — Robert Bruce

FAX #
(212) 752 - 0210

DATE: 6-22-92

GROUP BILLING FORM

ORGANIZATION NAME TSONGAS CAMPAIGN

ARRIVAL DATE 7-11-92 DEPARTURE DATE 7-17-92 # OF NIGHTS 6

LEADER'S NAME Ms. LINDA WICK ROOM NO. _____

NO. OF ROOMS	NO. OF PERSONS	DAILY RATE	NO. OF NIGHTS	AMOUNT
	42	22	6	$ 5544.00
				$
				$
				$
				$
REFRIGERATOR				$

$924.00

SUB TOTAL	$ 5544.00
LESS ADVANCE DEPOSIT	$ -0-
TOTAL AMOUNT DUE	$ 5544.00

COMMENTS:

AMOUNT PAID IN FULL $_____

DATE OF PAYMENT _____

* If you choose to leave a "gratuity" for our maids, it is best to plan it into your budget and leave it as a group. If you wish to leave a gratuity, we ask that you give it to the Residence Manager or his assistant.
* GROUP LEADER PLEASE COLLECT ALL KEYS AND RETURN TO FRONT DESK.
* CHECK OUT TIME IS 12:00 NOON. For late departure, group baggage can be stored in one of the rooms. Please inform Front Desk which room is used for storage.

TCF 7000066

THANK YOU FOR LETTING US SERVE YOU!

Thomas L. Crouch

AUTHORIZED SIGNATURE

01

9704317846777

9704378467 3

3219

1 ☐ TV, RADIO	4 ☐ PRINTING 7 ☐ SIGNS OR DISPLAYS
2 ☐ NEWSPAPER	5 ☐ OFFICE 8 ☐ TRANSFER OF FUNDS
3 ☐ MEETINGS	6 ☐ TRAVEL 9 ☐ OTHER
☐ GENERAL / ☐ FUND RAISING	SPECIFIC PURPOSE (MANDATORY) conventions cost

June 23 1972 53-235/113

PAY TO THE ORDER OF Nine hundred twenty four and 00/100 DOLLARS $ 924.00

Vanderbilt YMCA
224 East 47th St.
New York, N.Y. 10017

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

Paul E. Tsongas

BayBank

FCF 7000067

Mass Delegates
Dave Magnani
Michael Fahey

Staying @ YMCA

Mike Regan X
Mark Samuelson X
Jonathan Edwards X
? Ted Carr ✓
? Ken Leavitt ✓
Peter Ladd X
Jack Murray X
? Mike Litz ✓
Aleke Msumba X
? Jason Panos ✓
? Ron Turiello ✓
? Dean Contover ✓
? Pam Fessenden ✓
? Kevin Keane ✓
? Kim Tudor ✓
Gene Moore X

Reg
Jimmy Walsh
Polly Trottenberg
Fay Cohen
Craig Segal
Robert Gill
Kim Bamberger
} Pres

• Walter Foster

Valerie Brickates X
Susan Bromfield X
Mark Brown X
Elissa Carlson X
Tony Fanagan X
Joe Kakras X
George Katsos ✓
Tammy Lynch X
Matt Nadler X
Mark Sullivan ✓
Paul Zablinski X
? Amy Poesman ✓

? Bill Agee ✓
? Steve Berenberg ✓
Bill Damon ✓
Geraldine Fiore ✓
Rob Hite ✓
Tom Pazzi ✓
Bill Peterson ✓
Robert Bruce ✓ (36)

Sheraton Manhattan

Linda Wilk
Anne Sullivan
Trish Melvin
Steve Cohen

Going to Convention
(Doesn't Need Housing)

Gloria Jolley ✓
Austin McClintock ✓
Pam Matthews ✓
Brian Keane ✓
Stephannie Rouzer ✓
Beth Sickler ✓
Tom Kahn ✓
Noel Eisenberg ✓
Patrick McGladrey ✓
Peter Sullivan ✓
Tom Geddis ✓
Sharon Kennedy ✓
Elizabeth Jones ✓
Sharon Adams ✓
Bob Reichert ✓
Steve Graham ✓
- Lorraine Alexander ✓

TCF 7000068

97U43784679

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-8521
FAX (212) 765-4914

CH
ACCOUNT 114664 PAGE 2
TSONGAS COMMITTEE

ROOM

TCF 7000069

Telephone Charges

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
			BAL-FWD	27,376.07	
JUL21	931	00049	RAIN MISC	1,901.16	85
JUL21	008	16951	HUTTER, MS	892.45	* 85
JUL21	008	16956	AX ADDITIO	26,500.00CR	* 85
JUL21	008	16956	AX ADDITIO	3,669.68CR	* 85
			TOTAL-DUE	00	

$29,277.23

$32,658.05

Total = $29,901.02

$27,299.86

* why state tax

07/08/92
07/20/92

CDTRT
85

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704317846830

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

CH
ACCOUNT 114664 PAGE 1
TSONGAS COMMITTEE

ROOM

TCF 7000070

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL11	111	00070	PM SVC BEV	99.83	27
JUL17	001	16714	FOSTER, WA	809.36	00
JUL17	001	16804	VANDYK, TE	713.96	00
JUL18	001	16255	ADVANCE, M	1,214.04	00
JUL18	001	16308	CAFEREY, J	1,214.04	00
JUL19	001	16292	CARR, MS P	1,214.04	00
JUL18	001	16371	CONNOLLY,	1,214.04	00
JUL18	001	16337	E/DE, JOHN	1,070.94	00
JUL19	001	17075	JESSER, ED	892.45	00
JUL18	001	16483	KANIN, DEN	3,337.48	00
JUL18	001	16350	MOORE, MR	1,206.04	00
JUL18	001	16371	MUNTER, TO	1,214.04	00
JUL18	001	16370	NEWMAN, DE	1,070.94	00
JUL18	001	16359	P/NE, LAU	1,214.04	00
JUL18	001	15626	RUBENSTEIN	1,249.43	00
JUL18	001	16490	SAUVAGE, M	4,171.85	00
JUL19	001	15713	SIMANSKY,	1,416.38	00
JUL18	001	16561	WHITE, BAR	1,011.70	00
JUL18	001	16308	WONG, MARY	1,214.04	00
JUL19	001	15630	ABATTO, MP	1,249.43	00
JUL19	001	15800	MURIARTY,	1,381.41	00
JUL19	001	19227	SIMANSKY,	131.98	00
JUL20	001	16643	MUTTER, MS	892.45	00
JUL21	009	16951	MUTTER, MS	892.45CR	85
JUL21	009	16952	WHITE, BAR	1,011.70CR	85
JUL21	931	00043	STATE TAX	76.31	85
			BAL-FWD	27,376.07	

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

07/08/92
07/20/92

CDTRT
85

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378463 1

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 311
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

TCF 7000071

GR ACCOUNT 116648 (B) PAGE

HUTTER, MS GENE
UNITED FOOD
1775 K STREET NW ROOM 2313
WASHINGTON, DC 20006

Will receive credit

AFL CIO
AFL CIO
815 16TH STREET NW RM 200
WASHINGTON, DC 20006

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS
1992				
JUL12	011	02313	ROOM CHG	148 00 00
JUL12	011	02313	STATE TAX	12 21 00
JUL12	011	02313	CITY TAX	8 88 00
JUL12	011	02313	OCC TAX	2 00 00
JUL12	011	02313	ST OCC TAX	7 40 00
JUL13	011	02313	ROOM CHG	148 00 00
JUL13	011	02313	STATE TAX	12 21 00
JUL13	011	02313	CITY TAX	8 88 00
JUL13	011	02313	OCC TAX	2 00 00
JUL13	011	02313	ST OCC TAX	7 40 00
JUL14	011	02313	ROOM CHG	148 00 00
JUL14	011	02313	STATE TAX	12 21 00
JUL14	011	02313	CITY TAX	8 88 00
JUL14	011	02313	OCC TAX	2 00 00
JUL14	011	02313	ST OCC TAX	7 40 00
JUL15	011	02313	ROOM CHG	148 00 00
JUL15	011	02313	STATE TAX	12 21 00
JUL15	011	02313	CITY TAX	8 88 00
JUL15	011	02313	OCC TAX	2 00 00
JUL15	011	02313	ST OCC TAX	7 40 00
JUL16	011	02313	ROOM CHG	148 00 00
JUL16	011	02313	STATE TAX	12 21 00
JUL16	011	02313	CITY TAX	8 88 00
JUL16	011	02313	OCC TAX	2 00 00
JUL16	011	02313	ST OCC TAX	7 40 00
			BALANCE	892 45

NO

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES

07/12/92 12 05
07/19/92 13 07

CDIR)
22

09/92

CHARGED TO _____

STREET _____

CITY _____ STATE _____

97043/84602

Sheraton New York
HOTEL & TOWERS

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New York, N.Y. 10101-0811
Telephone: (212) 581-8521
FAX (212) 765-4914

GR
ACCOUNT 116804 (B)

VANDYK, TED

1250 24THST NW
WASHINGTON, DC 20037

PAGE 1

ROOM 1738

TCF 7000072

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL12	011	01738	ROOM CHG..	148.00	00
JUL12	011	01738	STATE TAX	12.21	00
JUL12	011	01738	CITY TAX	8.88	00
JUL12	011	01738	OCC TAX	2.00	00
JUL12	011	01738	ST OCC TAX	7.40	00
JUL13	011	01738	ROOM CHG..	148.00	00
JUL13	011	01738	STATE TAX	12.21	00
JUL13	011	01738	CITY TAX	8.88	00
JUL13	011	01738	OCC TAX	2.00	00
JUL13	011	01738	ST OCC TAX	7.40	00
JUL14	011	01738	ROOM CHG..	148.00	00
JUL14	011	01738	STATE TAX	12.21	00
JUL14	011	01738	CITY TAX	8.88	00
JUL14	011	01738	OCC TAX	2.00	00
JUL14	011	01738	ST OCC TAX	7.40	00
JUL15	011	01738	ROOM CHG..	148.00	00
JUL15	011	01738	STATE TAX	12.21	00
JUL15	011	01738	CITY TAX	8.88	00
JUL15	011	01738	OCC TAX	2.00	00
JUL15	011	01738	ST OCC TAX	7.40	00
			BAL-FWD	713.96	

07/12/92 14:27
07/16/92 15:28

CDTRT
32

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

07/92

Signature

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378463 3

Sheraton New York
HOTEL & TOWERS

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New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116483 (B)
KANIN, DENNIS
TSONGAS COMMITTEE
2 OLIVER ST
BOSTON, MA 02109

PAGE 1

ROOM 1001

TCF 7000073

Wrong Price
1 bedroom
not 2

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL12	011	01001	ROOM CHG.	698 00	00
JUL12	011	01001	STATE TAX	57 59	00
JUL12	011	01001	CITY TAX	41 88	00
JUL12	011	01001	OCC TAX	2 00	00
JUL12	011	01001	ST OCC TAX	34 90	00
JUL13	011	01001	ROOM CHG.	698 00	00
JUL13	011	01001	STATE TAX	57 59	00
JUL13	011	01001	CITY TAX	41 88	00
JUL13	011	01001	OCC TAX	2 00	00
JUL13	011	01001	ST OCC TAX	34 90	00
JUL14	011	01001	ROOM CHG.	698 00	00
JUL14	011	01001	STATE TAX	57 59	00
JUL14	011	01001	CITY TAX	41 88	00
JUL14	011	01001	OCC TAX	2 00	00
JUL14	011	01001	ST OCC TAX	34 90	00
JUL15	011	01001	ROOM CHG.	698 00	00
JUL15	011	01001	STATE TAX	57 59	00
JUL15	011	01001	CITY TAX	41 88	00
JUL15	011	01001	OCC TAX	2 00	00
JUL15	011	01001	ST OCC TAX	34 90	00
			BAL-FWD	3,337 48	

Should be
1 more night

07/12/92 7.44
07/17/92 16 29

CDTRT
46

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____ 02/95

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378464

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

ACCOUNT
CH
116483 (A)
KANIN, DENNIS
TSONGAS COMMITTEE
2 OLIVER ST
BOSTON, MA 02109

PAGE
2

ROOM
1001

TCF 7000074

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS
1992				
			BAL-FWD	47 59
JUL16	321	00813	PHONE CHG	6 51 99
JUL16	321	00843	PHONE CHG	75 99
JUL16	321	01057	PHONE CHG	75 99
JUL16	321	01119	PHONE CHG	75 99
JUL16	321	01121	PHONE CHG	75 99
JUL16	321	01139	PHONE CHG	75 99
JUL16	321	01204	PHONE CHG	75 99
JUL16	321	01213	PHONE CHG	75 99
JUL16	321	01247	PHONE CHG	75 99
JUL16	321	01539	PHONE CHG	3 87 99
JUL16	321	01552	PHONE CHG	75 99
JUL16	321	01729	PHONE CHG	4 35 99
JUL17	321	00740	PHONE CHG	7 23 99
JUL17	111	08011	RM SVC FD	32 20 70
JUL17	922	19259	ADJUSTMENT	50 00CR# 65
JUL17	001	00006	AMEX	58 50CR 65
	07/17			58 50
	07/12 25			00
			TOTAL-DUE	00

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

07/12/92 7:44
07/17/92 16:29

Guest's Signature SoF

CDTRT
46
CHARGED TO _____ 02/95

STREET _____

CITY _____ STATE _____

9704378465

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 911
New York, N.Y. 10101-0911
Telephone: (212) 841-6521
FAX (212) 765-4914

TCF 7000075

ACCOUNT
CH
116483 (A)
KANIN, DENNIS
TSONGAS COMMITTEE
2 OLIVER ST
BOSTON, MA 02109

PAGE
1

ROOM
1001

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS
1992				
JUL12	321	01658	PHONE CHG	75 99
JUL12	321	01659	PHONE CHG	75 99
JUL12	321	01752	PHONE CHG	75 99
JUL12	321	02129	PHONE CHG	1 00 99
JUL13	321	00843	PHONE CHG	75 99
JUL13	321	00910	PHONE CHG	75 99
JUL13	321	00917	PHONE CHG	75 99
JUL13	321	01149	PHONE CHG	75 99
JUL13	321	01236	PHONE CHG	1 00 99
JUL13	321	01239	PHONE CHG	75 99
JUL13	321	01256	PHONE CHG	4 11 99
JUL13	321	01446	PHONE CHG	3 87 99
JUL13	321	00011	PHONE CHG	75 99
JUL14	321	00838	PHONE CHG	75 99
JUL14	321	00839	PHONE CHG	75 99
JUL14	321	01049	PHONE CHG	75 99
JUL14	321	01249	PHONE CHG	3 87 99
JUL14	321	01323	PHONE CHG	75 99
JUL14	321	02032	PHONE CHG	7 70 99
JUL14	321	02229	PHONE CHG	6 27 99
JUL15	321	00740	PHONE CHG	6 27 99
JUL15	321	01033	PHONE CHG	75 99
JUL15	321	01148	PHONE CHG	75 99
JUL15	321	01331	PHONE CHG	75 99
JUL15	321	01437	PHONE CHG	75 99
JUL15	321	01528	PHONE CHG	75 99
			BAL FWD	47 59

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

07/12/92 7:44
07/17/92 16:29

CDTRT
46

Guest's Signature _____

CHARGED TO _____ 02/95

STREET _____

CITY _____ STATE _____

9704378466836

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116490 (B)

SAUVAGE, MS NIKI
TSONGAS COMMITTEE
2 OLIVER ST
BOSTON, MA 02109

PAGE 1

ROOM 1601

TCF 7000076

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL12	011	01601	ROOM CHG. .	698.00	00
JUL12	011	01601	STATE TAX	57.59	00
JUL12	011	01601	CITY TAX	41.88	00
JUL12	011	01601	OCC TAX	2.00	00
JUL12	011	01601	ST OCC TAX	34.90	00
JUL13	011	01601	ROOM CHG	698.00	00
JUL13	011	01601	STATE TAX	57.59	00
JUL13	011	01601	CITY TAX	41.88	00
JUL13	011	01601	OCC TAX	2.00	00
JUL13	011	01601	ST OCC TAX	34.90	00
JUL14	011	01601	ROOM CHG	698.00	00
JUL14	011	01601	STATE TAX	57.59	00
JUL14	011	01601	CITY TAX	41.88	00
JUL14	011	01601	OCC TAX	2.00	00
JUL14	011	01601	ST OCC TAX	34.90	00
JUL15	011	01601	ROOM CHG. .	698.00	00
JUL15	011	01601	STATE TAX	57.59	00
JUL15	011	01601	CITY TAX	41.88	00
JUL15	011	01601	OCC TAX	2.00	00
JUL15	011	01601	ST OCC TAX	34.90	00
JUL16	011	01601	ROOM CHG. .	698.00	00
JUL16	011	01601	STATE TAX	57.59	00
JUL16	011	01601	CITY TAX	41.88	00
JUL16	011	01601	OCC TAX	2.00	00
JUL16	011	01601	ST OCC TAX	34.90	00
			BAL-FWD	4,171.85	

OK

07/12/92 7 47
07/17/92 14 55

CDTRT
46

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES

Guest's Signature

02/95

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378486837

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 641-5621
FAX (212) 765-4914

GR
ACCOUNT 119227 (B)
SIMANSKY, MR HAROLD

PAGE 1

ROOM 1639

TCF 7000077

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS
1992				
JUL17	011	01639	ROOM CHG	109.00 00
JUL17	011	01639	STATE TAX	8.99 00
JUL17	011	01639	CITY TAX	6.54 00
JUL17	011	01639	OCC TAX	2.00 00
JUL17	011	01639	ST OCC TAX	5.45 00
			BAL-FWD	131.98

HR

x tra nite

07/17/92 12:21
07/18/92 12:39

CDTRT
93

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Gus _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704317846838

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 911
New York, N.Y. 10101-0911
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116337 (B)

EADE, JOHN
TSONGAS
34 WADSWORTH ST
WINTHROP, MA 02152

PAGE 2

ROOM 1925

TCF 7000078

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS
1992				
			BAL-FWD	1,040.45
JUL16	011	01925	STATE TAX	12.21 00
JUL16	011	01925	CITY TAX	8.88 00
JUL16	011	01925	OCC TAX	2.00 00
JUL16	011	01925	ST OCC TAX	7.40 00
			BAL-FWD	1,070.94

07/11/92 18:48
07/17/92 14:55

CDTRT
46

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378469

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

TCF 7000079

GR
ACCOUNT 116337 (B)

EADE, JOHN
TSONGAS
34 WADSWORTH ST
WINTHROP, MA 02152

PAGE 1

ROOM 1925

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL11	011	01925	ROOM CHG..	148.00	00
JUL11	011	01925	STATE TAX	12.21	00
JUL11	011	01925	CITY TAX	8.88	00
JUL11	011	01925	OCC TAX	2.00	00
JUL11	011	01925	ST OCC TAX	7.40	00
JUL12	011	01925	ROOM CHG..	148.00	00
JUL12	011	01925	STATE TAX	12.21	00
JUL12	011	01925	CITY TAX	8.88	00
JUL12	011	01925	OCC TAX	2.00	00
JUL12	011	01925	ST OCC TAX	7.40	00
JUL13	011	01925	ROOM CHG..	148.00	00
JUL13	011	01925	STATE TAX	12.21	00
JUL13	011	01925	CITY TAX	8.88	00
JUL13	011	01925	OCC TAX	2.00	00
JUL13	011	01925	ST OCC TAX	7.40	00
JUL14	011	01925	ROOM CHG..	148.00	00
JUL14	011	01925	STATE TAX	12.21	00
JUL14	011	01925	CITY TAX	8.88	00
JUL14	011	01925	OCC TAX	2.00	00
JUL14	011	01925	ST OCC TAX	7.40	00
JUL15	011	01925	ROOM CHG..	148.00	00
JUL15	011	01925	STATE TAX	12.21	00
JUL15	011	01925	CITY TAX	8.88	00
JUL15	011	01925	OCC TAX	2.00	00
JUL15	011	01925	ST OCC TAX	7.40	00
JUL16	011	01925	ROOM CHG..	148.00	00
			BAL-FWD	1,040.45	

07/11/92 18:48
07/17/92 14:55

CDTRT
46

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378460C

Sheraton New York
HOTEL & TOWERS

Box No. 611
New York, N.Y. 10101-0611
Telephone: (212) 841-6521
FAX (212) 765-4914

GR ACCOUNT 115800 (B)
MORIARTY, MARY
TSONGAS COMMITTEE

PAGE 2

ROOM 1607

TCF 7000080

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
			BAL-FWD	1,040.45	
JUL15	011	01607	STATE TAX	12.21	00
JUL15	011	01607	CITY TAX	8.88	00
JUL15	011	01607	OCC TAX	2.00	00
JUL15	011	01607	ST OCC TAX	7.40	00
JUL16	011	01607	ROOM CHG	148.00	00
JUL16	011	01607	STATE TAX	12.21	00
JUL16	011	01607	CITY TAX	8.88	00
JUL16	011	01607	OCC TAX	2.00	00
JUL16	011	01607	ST OCC TAX	7.40	00
JUL17	011	01607	ROOM CHG	148.00	00
JUL17	011	01607	STATE TAX	12.21	00
JUL17	011	01607	CITY TAX	8.88	00
JUL17	011	01607	OCC TAX	2.00	00
JUL17	011	01607	ST OCC TAX	7.40	00
JUL18	921	03616	ROOM CHG	39.00CR*	93
JUL18	001	15800	MORIARTY,	7.51 *	93
JUL18	001	15800	MORIARTY,	7.51CR*	93
JUL18	001	15800	MORIARTY,	7.51CR*	93
			BAL-FWD	1,381.41	

07/10/92 19:44
07/18/92 12:30

CDTRT
31

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

06/95

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378462 1

Sheraton New York
HOTEL & TOWERS

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New York, N.Y. 10101-0811
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FAX (212) 765-4914

TCF 7000081

C/B ACCOUNT
115800 (B)
MORIARTY, MARY
TSONGAS COMMITTEE

PAGE
1

ROOM
1607

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL10	011	02920	ROOM CHG.	148.00	00
JUL10	011	02920	STATE TAX	12.21	00
JUL10	011	02920	CITY TAX	8.88	00
JUL10	011	02920	OCC TAX	2.00	00
JUL10	011	02920	ST OCC TAX	7.40	00
JUL11	011	01607	ROOM CHG.	148.00	00
JUL11	011	01607	STATE TAX	12.21	00
JUL11	011	01607	CITY TAX	8.88	00
JUL11	011	01607	OCC TAX	2.00	00
JUL11	011	01607	ST OCC TAX	7.40	00
JUL12	011	01607	ROOM CHG.	148.00	00
JUL12	011	01607	STATE TAX	12.21	00
JUL12	011	01607	CITY TAX	8.88	00
JUL12	011	01607	OCC TAX	2.00	00
JUL12	011	01607	ST OCC TAX	7.40	00
JUL13	011	01607	ROOM CHG.	148.00	00
JUL13	011	01607	STATE TAX	12.21	00
JUL13	011	01607	CITY TAX	8.88	00
JUL13	011	01607	OCC TAX	2.00	00
JUL13	011	01607	ST OCC TAX	7.40	00
JUL14	011	01607	ROOM CHG.	148.00	00
JUL14	011	01607	STATE TAX	12.21	00
JUL14	011	01607	CITY TAX	8.88	00
JUL14	011	01607	OCC TAX	2.00	00
JUL14	011	01607	ST OCC TAX	7.40	00
JUL15	011	01607	ROOM CHG.	148.00	00
			BAL-FWD	1,040.45	

07/10/92 19:44
07/18/92 12:30

CDTRT
31

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

_____ 06/95

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378462

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ACCOUNT
115630 (A)
ABATTO, MR JACQUES
TSONGAS COMMITTEE
75 GLEN RD
J.P., MD 02130

PAGE
2

ROOM
1617

TCF 7000082

DATE	DEPT	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
			BAL-FWD	111.99	
JUL12	321	00831	PHONE CHG	.75	99
JUL12	321	01003	PHONE CHG	.75	99
JUL12	321	01136	PHONE CHG	.75	99
JUL12	111	01145	RM SVC FD	137.54	28
JUL12	351	10315	PARKING...	14.50	72
JUL12	431	01617	MOVIE&FAX	8.61	98
JUL13	321	00906	PHONE CHG	.75	99
JUL13	321	01419	PHONE CHG	.75	99
JUL13	351	10309	PARKING...	11.00	65
JUL13	611	01439	DHL	80.00	21
JUL13	321	01933	PHONE CHG	4.11	99
JUL14	351	10959	PARKING...	12.00	23
JUL14	351	10062	PARKING...	17.75	23
JUL14	921	04441	DHL	80.00CR	19
JUL14	931	07767	RAIN MISC	150.00	19
JUL14	321	01604	PHONE CHG	.75	99
JUL15	321	00855	PHONE CHG	.75	99
JUL15	321	00859	PHONE CHG	.75	99
JUL15	351	10616	PARKING...	17.75	43
JUL15	351	07678	PARKING...	17.75	40
JUL15	351	10962	PARKING...	10.00	68
JUL15	351	02879	PARKING...	16.75	72
			BAL-FWD	535.75	
				(74.81)	
				460.94	

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

07/10/92 14:51
07/11/92

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

CDTRT

~~02/95~~

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STREET _____

CITY _____ STATE _____

9700437/8460623

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FAX (212) 765-4914

TCF 7000083

ACCOUNT
115630 (A)
ABATTO, MR JACQUES
TSONGAS COMMITTEE
75 GLEN RD
J.P., MD 02130

PAGE
1

ROOM
1617

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL10	321	01535	PHONE CHG	5.07	99
JUL10	321	01545	PHONE CHG	.75	99
JUL10	321	01547	PHONE CHG	.75	99
JUL10	321	01548	PHONE CHG	.75	99
JUL10	321	01550	PHONE CHG	4.11	99
JUL10	321	01646	PHONE CHG	4.35	99
JUL10	321	01657	PHONE CHG	4.35	99
JUL10	321	01707	PHONE CHG	.75	99
JUL10	321	01728	PHONE CHG	4.11	99
JUL10	321	01743	PHONE CHG	.75	99
JUL10	321	01750	PHONE CHG	4.59	99
JUL10	321	01813	PHONE CHG	.75	99
JUL10	431	02837	MOVIE&TAX	8.61	98
JUL10	431	02837	MOVIE&TAX	8.61	98
JUL10	181	09577	LOB/C BEV	30.76	92
JUL11	321	00739	PHONE CHG	3.87	99
JUL11	321	02324	PHONE CHG	1.00	99
JUL11	321	02325	PHONE CHG	1.00	99
JUL11	321	02325	PHONE CHG	.75	99
JUL11	321	02326	PHONE CHG	1.00	99
JUL11	181	00391	LOB/C BEV	9.61	94
JUL11	321	02356	PHONE CHG	1.00	99
JUL11	321	02356	PHONE CHG	4.59	99
JUL11	321	02359	PHONE CHG	.75	99
JUL11	431	01617	MOVIE&TAX	8.61	98
JUL12	321	00830	PHONE CHG	.75	99
			BAL-FWD	111.99	

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

07/10/92 14:51
07/17/92

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

COPY

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~~03/95~~

CHARGED TO _____

STREET _____

CITY _____ STATE _____

970433/846024

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ACCOUNT
115630 (A)
ABATTO, MR JACQUES
YSONGAS COMMITTEE
75 GLEN RD
J P., MD 02130

PAGE
2

ROOM
1617

TCF 7000084

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
			BAL FWD	111.99	
JUL12	321	00831	PHONE CHG	.75	99
JUL12	321	01003	PHONE CHG	.75	99
JUL12	321	01136	PHONE CHG	.75	99
JUL12	111	01145	RM SVC FD	137.54	28
JUL12	351	10315	PARKING	14.50	72
JUL12	431	01617	MOVIES/TAX	8.61	98
JUL13	321	00906	PHONE CHG	.75	99
JUL13	321	01419	PHONE CHG	.75	99
JUL13	351	10309	PARKING	11.00	65
JUL13	611	01439	DHL	80.00	21
JUL13	321	01932	PHONE CHG	4.11	99
JUL14	351	10959	PARKING	12.00	23
JUL14	351	10062	PARKING	17.75	23
JUL14	961	04441	DHL	80.00CR	19
JUL14	931	07767	RAIN MISC	150.00	19
JUL14	321	01604	PHONE CHG	.75	99
JUL15	321	00855	PHONE CHG	.75	99
JUL15	321	00859	PHONE CHG	.75	99
JUL15	351	10616	PARKING	17.75	43
JUL15	351	07678	PARKING	17.75	40
JUL15	351	10962	PARKING	10.00	68
JUL15	351	03879	PARKING	16.75	72
			BAL FWD	535.75	
				( )	
				417.94	

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

07/10/92 14:51
07/17/92

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

CDTRT

9

07/17/92

CHARGED TO _____

STREET _____

CITY _____ STATE _____

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Telephone: (212) 581-8521
FAX (212) 765-4916

ACCOUNT
115630 (A)
ABARTO, MR JACQUES
TSONGAS COMMITTEE
75 GLEN RD
J P., MD 02130

PAGE
1

ROOM
1617

TCF 7000085

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS
199?				
JUL10	321	01535	PHONE CHG	5 07 99
JUL10	321	01545	PHONE CHG	75 99
JUL10	321	01547	PHONE CHG	75 99
JUL10	321	01548	PHONE CHG	75 99
JUL10	321	01550	PHONE CHG	4 11 99
JUL10	321	01646	PHONE CHG	4 35 99
JUL10	321	01697	PHONE CHG	4 35 99
JUL10	321	01707	PHONE CHG	75 99
JUL10	321	01709	PHONE CHG	4 11 99
JUL10	321	01743	PHONE CHG	75 99
JUL10	321	01750	PHONE CHG	4 59 99
JUL10	321	01913	PHONE CHG	75 99
JUL10	431	02837	MOVIE&TAX	8 61 98
JUL10	431	02837	MOVIE&TAX	8 61 98
JUL10	191	00577	LOB/C SRV	30 76 92
JUL11	321	00739	PHONE CHG	3 87 99
JUL11	321	02324	PHONE CHG	1 00 99
JUL11	321	02325	PHONE CHG	1 00 99
JUL11	321	02325	PHONE CHG	75 99
JUL11	321	02326	PHONE CHG	1 00 99
JUL11	191	00391	LOB/C SRV	9 61 94
JUL11	321	02356	PHONE CHG	1 00 99
JUL11	321	02356	PHONE CHG	4 59 99
JUL11	321	02359	PHONE CHG	75 99
JUL11	431	01617	MOVIE&TAX	8 61 98
JUL12	321	00030	PHONE CHG	75 99
			BAL-FWD	111 99

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER

07/10/92 14 51
07/17/92

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

CORR

One

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378466

Sheraton New York
HOTEL & TOWERS

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New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

David G.

G.P. ACCOUNT 115630 (B)
ABATTO, MR JACQUES
TSONGAS COMMITTEE
75 GLEN RD
J.P., MD 02130

PAGE 2

ROOM 1617

TCF 7000086

DATE	DEPT	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
			BAL-FWD	1,040.45	
JUL15	011	01617	STATE TAX	12.21	00
JUL15	011	01617	CITY TAX	8.88	00
JUL15	011	01617	OCC TAX	2.00	00
JUL15	011	01617	ST OCC TAX	7.40	00
JUL16	011	01617	ROOM CHG	148.00	00
JUL16	011	01617	STATE TAX	12.21	00
JUL16	011	01617	CITY TAX	8.88	00
JUL16	011	01617	OCC TAX	2.00	00
JUL16	011	01617	ST OCC TAX	7.40	00
			BAL-FWD	1,249.43	

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES

07/10/92 14 51
07/18/92 11 51

CDTRT
98

G _____ 02/95

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704317846927

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Telephone: (212) 841-6521
FAX (212) 765-4914

David Goldman

C.B. ACCOUNT 115630 (B)
ABATTO, MR JACQUES
TSONGAS COMMITTEE
75 GLEN RD
J.P., MD 02130

PAGE 1

ROOM 1617

TCF 7000087

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL10	011	02837	ROOM CHG..	148.00	00
JUL10	011	02837	STATE TAX	12.21	00
JUL10	011	02837	CITY TAX	8.88	00
JUL10	011	02837	OCC TAX	2.00	00
JUL10	011	02837	ST OCC TAX	7.40	00
JUL11	011	01617	ROOM CHG..	148.00	00
JUL11	011	01617	STATE TAX	12.21	00
JUL11	011	01617	CITY TAX	8.88	00
JUL11	011	01617	OCC TAX	2.00	00
JUL11	011	01617	ST OCC TAX	7.40	00
JUL12	011	01617	ROOM CHG..	148.00	00
JUL12	011	01617	STATE TAX	12.21	00
JUL12	011	01617	CITY TAX	8.88	00
JUL12	011	01617	OCC TAX	2.00	00
JUL12	011	01617	ST OCC TAX	7.40	00
JUL13	011	01617	ROOM CHG..	148.00	00
JUL13	011	01617	STATE TAX	12.21	00
JUL13	011	01617	CITY TAX	8.88	00
JUL13	011	01617	OCC TAX	2.00	00
JUL13	011	01617	ST OCC TAX	7.40	00
JUL14	011	01617	ROOM CHG..	148.00	00
JUL14	011	01617	STATE TAX	12.21	00
JUL14	011	01617	CITY TAX	8.88	00
JUL14	011	01617	OCC TAX	2.00	00
JUL14	011	01617	ST OCC TAX	7.40	00
JUL15	011	01617	ROOM CHG..	148.00	00
			BAL-FWD	1,040.45	

07/10/92 14:51
07/18/92 11:51

CDTRT
98

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

(_____ 02/95

CHARGED TO _____

STREET _____

CITY _____ STATE _____

970437/8496?8

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Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116302 (B) T18h PAGE 2
WONG, MARY

4831 WASHINGTON N ST ROOM 1606
BROOKLINE, MA 02146

TCF 7000088

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
			BAL-FWD	1,179.70	
JUL16	011	01606	STATE TAX	13.86	00
JUL16	011	01606	CITY TAX	10.08	00
JUL16	011	01606	OCC TAX	2.00	00
JUL16	011	01606	ST OCC TAX	8.40	00
			BAL-FWD	1,214.04	

07/11/92 17:17
07/17/92 15:15

CDTRT
34

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES

09/92

Guest's signature

CHARGED TO _____

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CITY _____ STATE _____

9704378469

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GR
ACCOUNT 116302 (B) + 1185 PAGE 1
WONG, MARY

4831 WASHINGTON N ST ROOM 1606
BROOKLINE, MA 02146

TCF 7000089

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL11	011	01606	ROOM CHG..	168.00	00
JUL11	011	01606	STATE TAX	13.86	00
JUL11	011	01606	CITY TAX	10.08	00
JUL11	011	01606	OCC TAX	2.00	00
JUL11	011	01606	ST OCC TAX	8.40	00
JUL12	011	01606	ROOM CHG..	168.00	00
JUL12	011	01606	STATE TAX	13.86	00
JUL12	011	01606	CITY TAX	10.08	00
JUL12	011	01606	OCC TAX	2.00	00
JUL12	011	01606	ST OCC TAX	8.40	00
JUL13	011	01606	ROOM CHG..	168.00	00
JUL13	011	01606	STATE TAX	13.86	00
JUL13	011	01606	CITY TAX	10.08	00
JUL13	011	01606	OCC TAX	2.00	00
JUL13	011	01606	ST OCC TAX	8.40	00
JUL14	011	01606	ROOM CHG..	168.00	00
JUL14	011	01606	STATE TAX	13.86	00
JUL14	011	01606	CITY TAX	10.08	00
JUL14	011	01606	OCC TAX	2.00	00
JUL14	011	01606	ST OCC TAX	8.40	00
JUL15	011	01606	ROOM CHG..	168.00	00
JUL15	011	01606	STATE TAX	13.86	00
JUL15	011	01606	CITY TAX	10.08	00
JUL15	011	01606	OCC TAX	2.00	00
JUL15	011	01606	ST OCC TAX	8.40	00
JUL16	011	01606	ROOM CHG..	168.00	00
			BAL-FWD	1,179.70	

07/11/92 17:17
07/17/92 15:15

CDTRT
34

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest signature

09/92

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378700

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 115718 (B)
SIMANSKY, HAROLD

57 CLEARWATER RD
CHESTNUT HILL, MA 02167

PAGE 2

ROOM 1639

TCF 7000090

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
			BAL-FWD	1,179.70	
JUL15	011	01639	STATE TAX	13.86	00
JUL15	011	01639	CITY TAX	10.08	00
JUL15	011	01639	OCC TAX	2.00	00
JUL15	011	01639	ST OCC TAX	8.40	00
JUL16	011	01639	ROOM CHG. .	168.00	00
JUL16	011	01639	STATE TAX	13.86	00
JUL16	011	01639	CITY TAX	10.08	00
JUL16	011	01639	OCC TAX	2.00	00
JUL16	011	01639	ST OCC TAX	8.40	00
			BAL-FWD	1,416.38	

OR

07/10/92 17:22
07/17/92 12:03

CDTRT
54

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378401

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

TCF 7000091

GR
ACCOUNT 115718 (B)
SIMANSKY, HAROLD

57 CLEARWATER RD
CHESTNUT HILL, MA 02167

PAGE 1

ROOM 1639

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL10	011	02935	ROOM CHG	168.00	00
JUL10	011	02935	STATE TAX	13.86	00
JUL10	011	02935	CITY TAX	10.08	00
JUL10	011	02935	OCC TAX	2.00	00
JUL10	011	02935	ST OCC TAX	8.40	00
JUL11	011	01639	ROOM CHG	168.00	00
JUL11	011	01639	STATE TAX	13.86	00
JUL11	011	01639	CITY TAX	10.08	00
JUL11	011	01639	OCC TAX	2.00	00
JUL11	011	01639	ST OCC TAX	8.40	00
JUL12	011	01639	ROOM CHG	168.00	00
JUL12	011	01639	STATE TAX	13.86	00
JUL12	011	01639	CITY TAX	10.08	00
JUL12	011	01639	OCC TAX	2.00	00
JUL12	011	01639	ST OCC TAX	8.40	00
JUL13	011	01639	ROOM CHG	168.00	00
JUL13	011	01639	STATE TAX	13.86	00
JUL13	011	01639	CITY TAX	10.08	00
JUL13	011	01639	OCC TAX	2.00	00
JUL13	011	01639	ST OCC TAX	8.40	00
JUL14	011	01639	ROOM CHG	168.00	00
JUL14	011	01639	STATE TAX	13.86	00
JUL14	011	01639	CITY TAX	10.08	00
JUL14	011	01639	OCC TAX	2.00	00
JUL14	011	01639	ST OCC TAX	8.40	00
JUL15	011	01639	ROOM CHG	168.00	00
			BAL-FWD	1,179.70	

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

07/10/92 17:22
07/17/92 12:03

CDTRT
54

SIGNATURE _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378402

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 115626 (B)
RUBENSTEIN, JEAN
TSONGAS COMMITTEE
18 DEWEY RD
EXINGTON, MA 02173

PAGE 2

ROOM 1608

TCF 7000092

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
			BAL-FWD	1,040.45	
JUL15	011	01608	STATE TAX	12.21	00
JUL15	011	01608	CITY TAX	8.88	00
JUL15	011	01608	OCC TAX	2.00	00
JUL15	011	01608	ST OCC TAX	7.40	00
JUL16	011	01608	ROOM CHG. .	148.00	00
JUL16	011	01608	STATE TAX	12.21	00
JUL16	011	01608	CITY TAX	8.88	00
JUL16	011	01608	OCC TAX	2.00	00
JUL16	011	01608	ST OCC TAX	7.40	00
			BAL-FWD	1,249.43	

MR

9704378703

07/10/92 14.48
07/17/92 9:24

CDTRT
98

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

01/94

CHARGED TO _____

STREET _____

CITY _____ STATE _____

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

TCF 7000093

GR
ACCOUNT 115626 (B)
RUBENSTEIN, JEAN
TSONGAS COMMITTEE
18 DEWEY RD
EXINGTON, MA 02173

PAGE 1

ROOM 1608

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL10	011	02830	ROOM CHG..	148.00	00
JUL10	011	02830	STATE TAX	12.21	00
JUL10	011	02830	CITY TAX	8.88	00
JUL10	011	02830	OCC TAX	2.00	00
JUL10	011	02830	ST OCC TAX	7.40	00
JUL11	011	01608	ROOM CHG..	148.00	00
JUL11	011	01608	STATE TAX	12.21	00
JUL11	011	01608	CITY TAX	8.88	00
JUL11	011	01608	OCC TAX	2.00	00
JUL11	011	01608	ST OCC TAX	7.40	00
JUL12	011	01608	ROOM CHG..	148.00	00
JUL12	011	01608	STATE TAX	12.21	00
JUL12	011	01608	CITY TAX	8.88	00
JUL12	011	01608	OCC TAX	2.00	00
JUL12	011	01608	ST OCC TAX	7.40	00
JUL13	011	01608	ROOM CHG..	148.00	00
JUL13	011	01608	STATE TAX	12.21	00
JUL13	011	01608	CITY TAX	8.88	00
JUL13	011	01608	OCC TAX	2.00	00
JUL13	011	01608	ST OCC TAX	7.40	00
JUL14	011	01608	ROOM CHG..	148.00	00
JUL14	011	01608	STATE TAX	12.21	00
JUL14	011	01608	CITY TAX	8.88	00
JUL14	011	01608	OCC TAX	2.00	00
JUL14	011	01608	ST OCC TAX	7.40	00
JUL15	011	01608	ROOM CHG..	148.00	00
			BAL-FWD	1,040.45	

07/10/92 14:48
07/17/92 9:24

CDTRT
98

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest signature _____ 01/94

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378704

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 311
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116239 (B)
PAYNE, LAWRY

PAGE 2

18 HARWICH RD
CESNUT HILL MA 02159

ROOM 1604

TCF 7000094

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992			BAL-FWD	1,179.70	
JUL16	011	01604	STATE TAX	13.86	00
JUL16	011	01604	CITY TAX	10.08	00
JUL16	011	01604	OCC TAX	2.00	00
JUL16	011	01604	ST OCC TAX	8.40	00
			BAL-FWD	1,214.04	

OR

07/11/92 15:44
07/17/92 13:32

CDTRT
50

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378405

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116239 (B)

PAYNE, LAWRY

18 HARWICH RD
CESNUT HILL MA 02159

PAGE 1

ROOM 1604

TCF 7000095

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL11	011	01604	ROOM CHG..	168.00	00
JUL11	011	01604	STATE TAX	13.86	00
JUL11	011	01604	CITY TAX	10.08	00
JUL11	011	01604	OCC TAX	2.00	00
JUL11	011	01604	ST OCC TAX	8.40	00
JUL12	011	01604	ROOM CHG..	168.00	00
JUL12	011	01604	STATE TAX	13.86	00
JUL12	011	01604	CITY TAX	10.08	00
JUL12	011	01604	OCC TAX	2.00	00
JUL12	011	01604	ST OCC TAX	8.40	00
JUL13	011	01604	ROOM CHG..	168.00	00
JUL13	011	01604	STATE TAX	13.86	00
JUL13	011	01604	CITY TAX	10.08	00
JUL13	011	01604	OCC TAX	2.00	00
JUL13	011	01604	ST OCC TAX	8.40	00
JUL14	011	01604	ROOM CHG..	168.00	00
JUL14	011	01604	STATE TAX	13.86	00
JUL14	011	01604	CITY TAX	10.08	00
JUL14	011	01604	OCC TAX	2.00	00
JUL14	011	01604	ST OCC TAX	8.40	00
JUL15	011	01604	ROOM CHG..	168.00	00
JUL15	011	01604	STATE TAX	13.86	00
JUL15	011	01604	CITY TAX	10.08	00
JUL15	011	01604	OCC TAX	2.00	00
JUL15	011	01604	ST OCC TAX	8.40	00
JUL16	011	01604	ROOM CHG..	168.00	00
			BAL-FWD	1,179.70	

07/11/92 15:44
07/17/92 13:32

CDTRT
50

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

GUEST'S SIGNATURE _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9750431/8447006

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116270 (B)
NEWMAN, DENNIS
~~TSONGAS~~ COMMITTEE
580 PEARL ST
READING, MA 01867

PAGE 2

ROOM 1611

TCF 7000096

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
			BAL-FWD	1,040.45	
JUL16	011	01611	STATE TAX	12.21	00
JUL16	011	01611	CITY TAX	8.88	00
JUL16	011	01611	OCC TAX	2.00	00
JUL16	011	01611	ST OCC TAX	7.40	00
			BAL-FWD	1,070.94	

MR

07/11/92 16:32
07/17/92 13:20

CDTRT
32

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9706437184707

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116270 (B)

NEWMAN, DENNIS
TSONGAS COMMITTEE
580 PEARL ST
READING, MA 01867

PAGE 1

ROOM 1611

TCF 7000097

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL11	011	01611	ROOM CHG..	148.00	00
JUL11	011	01611	STATE TAX	12.21	00
JUL11	011	01611	CITY TAX	8.88	00
JUL11	011	01611	OCC TAX	2.00	00
JUL11	011	01611	ST OCC TAX	7.40	00
JUL12	011	01611	ROOM CHG.	148.00	00
JUL12	011	01611	STATE TAX	12.21	00
JUL12	011	01611	CITY TAX	8.88	00
JUL12	011	01611	OCC TAX	2.00	00
JUL12	011	01611	ST OCC TAX	7.40	00
JUL13	011	01611	ROOM CHG	148.00	00
JUL13	011	01611	STATE TAX	12.21	00
JUL13	011	01611	CITY TAX	8.88	00
JUL13	011	01611	OCC TAX	2.00	00
JUL13	011	01611	ST OCC TAX	7.40	00
JUL14	011	01611	ROOM CHG..	148.00	00
JUL14	011	01611	STATE TAX	12.21	00
JUL14	011	01611	CITY TAX	8.88	00
JUL14	011	01611	OCC TAX	2.00	00
JUL14	011	01611	ST OCC TAX	7.40	00
JUL15	011	01611	ROOM CHG..	148.00	00
JUL15	011	01611	STATE TAX	12.21	00
JUL15	011	01611	CITY TAX	8.88	00
JUL15	011	01611	OCC TAX	2.00	00
JUL15	011	01611	ST OCC TAX	7.40	00
JUL16	011	01611	ROOM CHG..	148.00	00
			BAL-FWD	1,040.45	

07/11/92 16:32
07/17/92 13:20

CDTRT
32

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378708

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 611
New York, N.Y. 10101-0611
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116350 (B)
MOORE, MR MICHAEL + Gary D

PAGE 1

ROOM 1637

TCF 7000098

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL15	011	01637	ROOM CHG..	840.00	00
JUL15	011	01637	STATE TAX	69.30	00
JUL15	011	01637	CITY TAX	50.40	00
JUL15	011	01637	OCC TAX	2.00	00
JUL15	011	01637	ST OCC TAX	42.00	00
JUL16	011	01637	ROOM CHG..	168.00	00
JUL16	011	01637	STATE TAX	13.86	00
JUL16	011	01637	CITY TAX	10.08	00
JUL16	011	01637	OCC TAX	2.00	00
JUL16	011	01637	ST OCC TAX	8.40	00
			BAL-FWD	1,206.04	

MR

07/11/92 19:09
07/17/92 15:26

CDTRT
46

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378709

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116255 (B)
ADVANCE, MR
C/O MCCLINTOCK AUSTIN
2 OLIVER ST
BOSTON, MA 02138

PAGE 2

ROOM 1535

TCF 7000099

DATE	DEPT	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
			BAL-FWD	1,179.70	
JUL16	011	01535	STATE TAX	13.86	00
JUL16	011	01535	CITY TAX	10.08	00
JUL16	011	01535	OCC TAX	2.00	00
JUL16	011	01535	ST OCC TAX	8.40	00
			BAL-FWD	1,214.04	

012

07/11/92 16:00
07/17/92 16:35

CDTRT
46

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378471C

Sheraton New York
HOTEL & TOWERS

New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116255 (B)

ADVANCE, MR
C/O MCCLINTOCK AUSTIN
2 OLIVER ST
BOSTON, MA 02138

PAGE 1

ROOM 1535

TCF 7000100

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL11	011	01535	ROOM CHG. .	168.00	00
JUL11	011	01535	STATE TAX	13.86	00
JUL11	011	01535	CITY TAX	10.08	00
JUL11	011	01535	OCC TAX	2.00	00
JUL11	011	01535	ST OCC TAX	8.40	00
JUL12	011	01535	ROOM CHG.	168.00	00
JUL12	011	01535	STATE TAX	13.86	00
JUL12	011	01535	CITY TAX	10.08	00
JUL12	011	01535	OCC TAX	2.00	00
JUL12	011	01535	ST OCC TAX	8.40	00
JUL13	011	01535	ROOM CHG. .	168.00	00
JUL13	011	01535	STATE TAX	13.86	00
JUL13	011	01535	CITY TAX	10.08	00
JUL13	011	01535	OCC TAX	2.00	00
JUL13	011	01535	ST OCC TAX	8.40	00
JUL14	011	01535	ROOM CHG. .	168.00	00
JUL14	011	01535	STATE TAX	13.86	00
JUL14	011	01535	CITY TAX	10.08	00
JUL14	011	01535	OCC TAX	2.00	00
JUL14	011	01535	ST OCC TAX	8.40	00
JUL15	011	01535	ROOM CHG. .	168.00	00
JUL15	011	01535	STATE TAX	13.86	00
JUL15	011	01535	CITY TAX	10.08	00
JUL15	011	01535	OCC TAX	2.00	00
JUL15	011	01535	ST OCC TAX	8.40	00
JUL16	011	01535	ROOM CHG. .	168.00	00
			BAL-FWD	1,179.70	

07/11/92 16:00
07/17/92 16:35

CDTRT
46

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378411

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116714 (B)
FOSTER, WALTER

PAGE 1

ROOM 2830

TCF 7000101

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL12	011	02830	ROOM CHG..	168.00	00
JUL12	011	02830	STATE TAX	13.86	00
JUL12	011	02830	CITY TAX	10.08	00
JUL12	011	02830	OCC TAX	2.00	00
JUL12	011	02830	ST OCC TAX	8.40	00
JUL13	011	02830	ROOM CHG..	168.00	00
JUL13	011	02830	STATE TAX	13.86	00
JUL13	011	02830	CITY TAX	10.08	00
JUL13	011	02830	OCC TAX	2.00	00
JUL13	011	02830	ST OCC TAX	8.40	00
JUL14	011	02830	ROOM CHG..	168.00	00
JUL14	011	02830	STATE TAX	13.86	00
JUL14	011	02830	CITY TAX	10.08	00
JUL14	011	02830	OCC TAX	2.00	00
JUL14	011	02830	ST OCC TAX	8.40	00
JUL15	011	02830	ROOM CHG..	168.00	00
JUL15	011	02830	STATE TAX	13.86	00
JUL15	011	02830	CITY TAX	10.08	00
JUL15	011	02830	OCC TAX	2.00	00
JUL15	011	02830	ST OCC TAX	8.40	00
			BAL-FWD	809.36	

9704384712

07/12/92 12:58
07/16/92 18:10

CDTRT
68

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's signature

09/93

CHARGED TO _____

STREET _____

CITY _____ STATE _____

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116308 (B)
CAFFREY, JIM

PAGE 2

27A BLAKE ST
CAM,BRIDGE MA 02140

ROOM 1627

TCF 7000102

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
			BAL-FWD	1,179.70	
JUL16	011	01627	STATE TAX	13.86	00
JUL16	011	01627	CITY TAX	10.08	00
JUL16	011	01627	OCC TAX	2.00	00
JUL16	011	01627	ST OCC TAX	8.40	00
			BAL-FWD	1,214.04	

07/11/92 17:27
07/17/92 10:28

CDTRT
54

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

01/94

guest's signature

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378413

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116308 (B)

CAFFREY, JIM

27A BLAKE ST
CAM,BRIDGE MA 02140

PAGE 1

ROOM 1627

TCF 7000103

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL11	011	01627	ROOM CHG..	168.00	00
JUL11	011	01627	STATE TAX	13.86	00
JUL11	011	01627	CITY TAX	10.08	00
JUL11	011	01627	OCC TAX	2.00	00
JUL11	011	01627	ST OCC TAX	8.40	00
JUL12	011	01627	ROOM CHG..	168.00	00
JUL12	011	01627	STATE TAX	13.86	00
JUL12	011	01627	CITY TAX	10.08	00
JUL12	011	01627	OCC TAX	2.00	00
JUL12	011	01627	ST OCC TAX	8.40	00
JUL13	011	01627	ROOM CHG..	168.00	00
JUL13	011	01627	STATE TAX	13.86	00
JUL13	011	01627	CITY TAX	10.08	00
JUL13	011	01627	OCC TAX	2.00	00
JUL13	011	01627	ST OCC TAX	8.40	00
JUL14	011	01627	ROOM CHG..	168.00	00
JUL14	011	01627	STATE TAX	13.86	00
JUL14	011	01627	CITY TAX	10.08	00
JUL14	011	01627	OCC TAX	2.00	00
JUL14	011	01627	ST OCC TAX	8.40	00
JUL15	011	01627	ROOM CHG..	168.00	00
JUL15	011	01627	STATE TAX	13.86	00
JUL15	011	01627	CITY TAX	10.08	00
JUL15	011	01627	OCC TAX	2.00	00
JUL15	011	01627	ST OCC TAX	8.40	00
JUL16	011	01627	ROOM CHG..	168.00	00
			BAL-FWD	1,179.70	

07/11/92 17:27
07/17/92 10:28

CDTRT
54

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

01/94

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378414

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116292 (B)
CARR, MS P.A.

PAGE 2

141 COUNTRY WAY
NEEDHAM, MA 02192

ROOM 1632

TCP 7000104

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS
1992				
			BAL-FWD	1,179.70
JUL16	011	01632	STATE TAX	13.86 00
JUL16	011	01632	CITY TAX	10.08 00
JUL16	011	01632	OCC TAX	2.00 00
JUL16	011	01632	ST OCC TAX	8.40 00
			BAL-FWD	1,214.04

OR

07/11/92 16:56
07/17/92 11:53

CDTRT
34

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____ 07/92

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9706437/8847115

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR ACCOUNT 116271 (B)
CONNOLLY, PEGGY

4 MEADOW LANE
WESTFORD. MA 01886

PAGE 2

ROOM 1641

TCF 7000105

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
			BAL-FWD	1,179.70	
JUL16	011	01641	STATE TAX	13.86	00
JUL16	011	01641	CITY TAX	10.08	00
JUL16	011	01641	OCC TAX	2.00	00
JUL16	011	01641	ST OCC TAX	8.40	00
			BAL-FWD	1,214.04	

07/11/92 16:32
07/17/92 13:23

CDTRT
32

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378716

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116292 (B) PAGE 1
CARR, MS P.A.

141 COUNTRY WAY ROOM 1632
NEEDHAM, MA 02192

TCF 7000106

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL11	011	01632	ROOM CHG..	168.00	00
JUL11	011	01632	STATE TAX	13.86	00
JUL11	011	01632	CITY TAX	10.08	00
JUL11	011	01632	OCC TAX	2.00	00
JUL11	011	01632	ST OCC TAX	8.40	00
JUL12	011	01632	ROOM CHG..	168.00	00
JUL12	011	01632	STATE TAX	13.86	00
JUL12	011	01632	CITY TAX	10.08	00
JUL12	011	01632	OCC TAX	2.00	00
JUL12	011	01632	ST OCC TAX	8.40	00
JUL13	011	01632	ROOM CHG..	168.00	00
JUL13	011	01632	STATE TAX	13.86	00
JUL13	011	01632	CITY TAX	10.08	00
JUL13	011	01632	OCC TAX	2.00	00
JUL13	011	01632	ST OCC TAX	8.40	00
JUL14	011	01632	ROOM CHG..	168.00	00
JUL14	011	01632	STATE TAX	13.86	00
JUL14	011	01632	CITY TAX	10.08	00
JUL14	011	01632	OCC TAX	2.00	00
JUL14	011	01632	ST OCC TAX	8.40	00
JUL15	011	01632	ROOM CHG..	168.00	00
JUL15	011	01632	STATE TAX	13.86	00
JUL15	011	01632	CITY TAX	10.08	00
JUL15	011	01632	OCC TAX	2.00	00
JUL15	011	01632	ST OCC TAX	8.40	00
JUL16	011	01632	ROOM CHG..	168.00	00
			BAL-FWD	1,179.70	

07/11/92 16:56
07/17/92 11:53

CDTRT
34

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

07/92

Guest's Signature

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378477

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 911
New York, N.Y. 10101-0911
Telephone: (212) 581-6521
FAX (212) 765-4914

GR
ACCOUNT 116271 (B)
CONNOLLY, PEGGY

4 MEADOW LANE
WESTFORD MA 01886

PAGE 1

ROOM 1641

TCF 7000107

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS
1992				
JUL11	011	01641	ROOM CHG..	168.00 00
JUL11	011	01641	STATE TAX	13.86 00
JUL11	011	01641	CITY TAX	10.08 00
JUL11	011	01641	OCC TAX	2.00 00
JUL11	011	01641	ST OCC TAX	8.40 00
JUL12	011	01641	ROOM CHG..	168.00 00
JUL12	011	01641	STATE TAX	13.86 00
JUL12	011	01641	CITY TAX	10.08 00
JUL12	011	01641	OCC TAX	2.00 00
JUL12	011	01641	ST OCC TAX	8.40 00
JUL13	011	01641	ROOM CHG..	168.00 00
JUL13	011	01641	STATE TAX	13.86 00
JUL13	011	01641	CITY TAX	10.08 00
JUL13	011	01641	OCC TAX	2.00 00
JUL13	011	01641	ST OCC TAX	8.40 00
JUL14	011	01641	ROOM CHG..	168.00 00
JUL14	011	01641	STATE TAX	13.86 00
JUL14	011	01641	CITY TAX	10.08 00
JUL14	011	01641	OCC TAX	2.00 00
JUL14	011	01641	ST OCC TAX	8.40 00
JUL15	011	01641	ROOM CHG..	168.00 00
JUL15	011	01641	STATE TAX	13.86 00
JUL15	011	01641	CITY TAX	10.08 00
JUL15	011	01641	OCC TAX	2.00 00
JUL15	011	01641	ST OCC TAX	8.40 00
JUL16	011	01641	ROOM CHG..	168.00 00
			BAL-FWD	1,179.70

07/11/92 16:32
07/17/92 13:23

CDTRT
32

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378718

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116231 (B)
MUNTER, TONY

PAGE 2

34 MAY ST
SOMERVILLE, MA 04401

ROOM 1625

TCF 7000108

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
			BAL-FWD	1,179.70	
JUL16	011	01625	STATE TAX	13.86	00
JUL16	011	01625	CITY TAX	10.08	00
JUL16	011	01625	OCC TAX	2.00	00
JUL16	011	01625	ST OCC TAX	8.40	00
			BAL-FWD	1,214.04	

OR

07/11/92 15:36
07/17/92 14:57

CDTRT
46

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378477 19

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 116231 (B)
MUNTER, TONY

PAGE 1

34 MAY ST
SOMERVILLE, MA 04401

ROOM 1625

TCF 7000109

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS
1992				
JUL11	011	01625	ROOM CHG..	168.00 00
JUL11	011	01625	STATE TAX	13.86 00
JUL11	011	01625	CITY TAX	10.08 00
JUL11	011	01625	OCC TAX	2.00 00
JUL11	011	01625	ST OCC TAX	8.40 00
JUL12	011	01625	ROOM CHG.	168.00 00
JUL12	011	01625	STATE TAX	13.86 00
JUL12	011	01625	CITY TAX	10.08 00
JUL12	011	01625	OCC TAX	2.00 00
JUL12	011	01625	ST OCC TAX	8.40 00
JUL13	011	01625	ROOM CHG..	168.00 00
JUL13	011	01625	STATE TAX	13.86 00
JUL13	011	01625	CITY TAX	10.08 00
JUL13	011	01625	OCC TAX	2.00 00
JUL13	011	01625	ST OCC TAX	8.40 00
JUL14	011	01625	ROOM CHG..	168.00 00
JUL14	011	01625	STATE TAX	13.86 00
JUL14	011	01625	CITY TAX	10.08 00
JUL14	011	01625	OCC TAX	2.00 00
JUL14	011	01625	ST OCC TAX	8.40 00
JUL15	011	01625	ROOM CHG.	168.00 00
JUL15	011	01625	STATE TAX	13.86 00
JUL15	011	01625	CITY TAX	10.08 00
JUL15	011	01625	OCC TAX	2.00 00
JUL15	011	01625	ST OCC TAX	8.40 00
JUL16	011	01625	ROOM CHG..	168.00 00
			BAL-FWD	1,179.70

07/11/92 15:36
07/17/92 14:57

CDTRT
46

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

Guest's Signature _____

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378472C

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 811
New York, N.Y. 10101-0811
Telephone: (212) 841-6521
FAX (212) 765-4914

GR
ACCOUNT 117075 (B)
JESSER, ED
TSONGAS COMMITTEE

PAGE 1

ROOM 1609

TCF 7000110

DATE	DEPT.	REFERENCE	DESCRIPTION	DEBITS/CREDITS	
1992					
JUL12	011	01609	ROOM CHG..	148.00	00
JUL12	011	01609	STATE TAX	12.21	00
JUL12	011	01609	CITY TAX	8.88	00
JUL12	011	01609	OCC TAX	2.00	00
JUL12	011	01609	ST OCC TAX	7.40	00
JUL13	011	01609	ROOM CHG..	148.00	00
JUL13	011	01609	STATE TAX	12.21	00
JUL13	011	01609	CITY TAX	8.88	00
JUL13	011	01609	OCC TAX	2.00	00
JUL13	011	01609	ST OCC TAX	7.40	00
JUL14	011	01609	ROOM CHG..	148.00	00
JUL14	011	01609	STATE TAX	12.21	00
JUL14	011	01609	CITY TAX	8.88	00
JUL14	011	01609	OCC TAX	2.00	00
JUL14	011	01609	ST OCC TAX	7.40	00
JUL15	011	01609	ROOM CHG..	148.00	00
JUL15	011	01609	STATE TAX	12.21	00
JUL15	011	01609	CITY TAX	8.88	00
JUL15	011	01609	OCC TAX	2.00	00
JUL15	011	01609	ST OCC TAX	7.40	00
JUL16	011	01609	ROOM CHG..	148.00	00
JUL16	011	01609	STATE TAX	12.21	00
JUL16	011	01609	CITY TAX	8.88	00
JUL16	011	01609	OCC TAX	2.00	00
JUL16	011	01609	ST OCC TAX	7.40	00
			BAL-FWD	892.45	

07/12/92 21:04
07/17/92 12:11

CDTRT
19

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

06/95

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378721

49

35262

ROOM SERVICE
SHERATON NEW YORK HOTEL & TOWERS
811 7TH AVENUE
NEW YORK, NEW YORK

Check # 170004 7/11/92 # 1 Page 1
SRV 11 TABLE 1304/ 1 TIME 16:32

18 COKE/CAN	45.00
3 POLAND	10.50
3 PERRIER	10.50
NET SALES	66.00
Liquor Tax	5.44
15% GRATUITY	9.90
GRAND TOTAL	81.34

PREVIOUS SUBTOTAL	66.00
6 COKE/CAN	15.00
NET SALES	81.00
Liquor Tax	6.68
15% GRATUITY	12.15
GRAND TOTAL	99.83

9704378472 2

G Mone.
C.D TRT

TCF 7000111

Larry Payne

Goldman

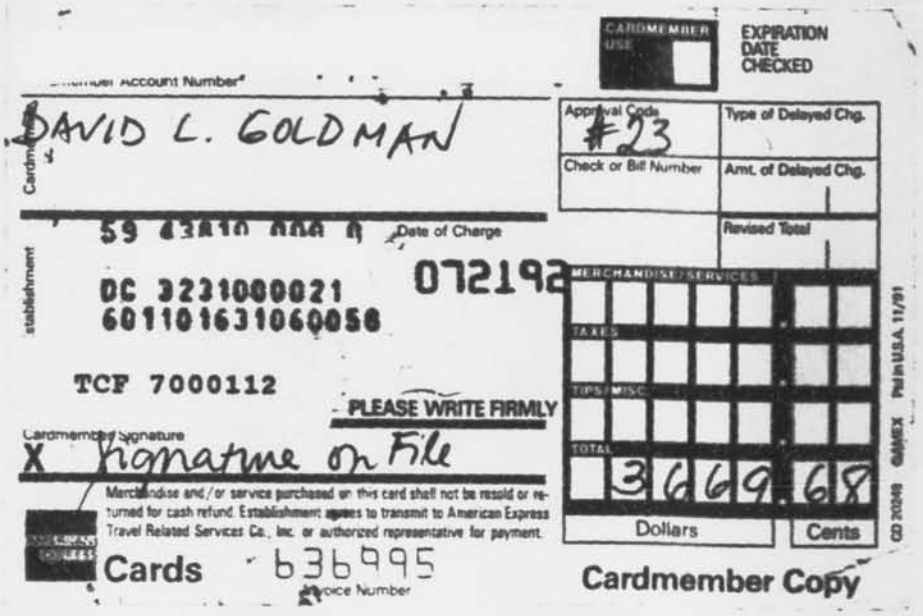
PARK 4

35262

4 DIET COKES
9 COKES
3 Poland Springs
3 Perrier

6 sprite

9 7 0 4 3 7 8 4 7 2 3



CARDMEMBER USE

EXPIRATION DATE CHECKED

Cardmember Account Number

DAVID L. GOLDMAN

Approval Code #23

Type of Delayed Chg.

Check or Bill Number

Amt. of Delayed Chg.

Revised Total

59 [illegible] Date of Charge

072192

Establishment

DC 3231000021
601101631060058

TCF 7000112

PLEASE WRITE FIRMLY

Cardmember Signature

X Signature on File

MERCHANDISE/SERVICES

TAXES

TIPS/MISC

TOTAL 3669.68

Dollars Cents

Merchandise and/or service purchased on this card shall not be resold or returned for cash refund. Establishment agrees to transmit to American Express Travel Related Services Co., Inc. or authorized representative for payment.

Cards 636995

Invoice Number

Cardmember Copy

CD 2048 6/88EX Print USA 11/91

9704378424

TCF 7000113

29,201.02
+ 76.31
29,277.33

1 ☐ TV, RADIO	4 ☐ PRINTING 7 ☐ SIGNS OR DISPLAYS
2 ☐ NEWSPAPER	5 ☐ OFFICE 8 ☐ TRANSFER OF FUNDS
3 ☐ MEETINGS	6 ☐ TRAVEL 9 ☐ OTHER
☐ GENERAL / ☐ FUND RAISING	SPECIFIC PURPOSE (MANDATORY)

3320

53-235/113

July 27 1992

PAY TO THE ORDER OF Twenty-nine thousand two hundred one 02/100 DOLLARS $ 29,201.02

David Goldman
75 Glen Road
Jamaica Plain, MA

BayBank

CAMPAIGN ACCOUNT
THE TSONGAS COMMITTEE

970437847275

Former Tsongas staffers going to convention

Austin McClintock w/friends
Gloria Jolley -w/ Kim Lucas
John Clough - Sheraton
Harold Shimansky - Sheraton
✓Mike Regan - YMCA
Pam Mathew - w/ Kim Lucas
Ted Carr -
✓Mark Samuelson - ~~w/ friends~~
Ken Leavitt -
Kim Tudor
Pam Fessenden -
Elizabeth Jones - w/ friends (Resor)
Kevin Keane
Brian Keane - w/ friends
Jonathan Edwards - YMCA
Dean Contover
Ron Turiello
Jason Panos
Gene Moore
Aleki Msumba - YMCA
Stephanie Rouzee - w/ Kim Lucas
Mike Litz
Beth Sickler - w/ friend
Peter Ladd - YMCA
Jack Murray - YMCA
Amy Pressman
Tom Kahn - no housing
~~Sage Jensen~~
Noel Isenberg - lives in NY
Patrick McGlinchy - no housing
Peter Sullivan - no housing
Tom Geddes - no housing
Graham Wik - no housing
Sharon Kennedy - w/ friends
Lorraine Alexander - w/ brother
Steve Graham - w/ friend

9704317847226

Housing/Personnel Summary

	# of People	Cost
Sheraton NY	21	23,107.37
Sheraton Manhattan	4	3355.92
* YMCA	24	2530.00
No housing required	21	~~0~~
	69	$ 28,993.29

* YMCA

23 people	definites	2530.00
11 people	maybes	1210.00
6 people	requesting rooms paying own way from Pines office	~~0~~
		$3740.00

9704378447227

Sheraton New York
811 Seventh Avenue, 52nd Street
New York, NY 10019

		Check In	Check Out	# Nights	Room Type	Cost	Total
1.	David Goldman	Fri 7/10	Thurs 7/16	6	S	178.49	1070.94
2.	Mary Wong / Trish McMillan	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
3	Dennis Newman / spouse	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
4	Peggy Connolly /	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
5	Chris Naylor / spouse	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
6	Mary Moriarty / Bill Sprong	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
7	Jean Rubenstein / spouse	Fri 7/10	Fri 7/17	7	S	178.49	1249.43
8	Jim Caffrey / DJ Corcoran	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
9	George Kokinos / spouse	Sun 7/12	Fri 7/17	5	S	178.49	892.45
10	Tony Munter /	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
11	Lawry Payne / Mike Moore	Sun 7/12	Fri 7/17	5	D	202.34	1011.70
12	Ed Jesser / Connie	Sun 7/12	Fri 7/17	5	S	178.49	892.45
13.	Harold Simonsky / John Gough	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
14.	Paul Shore /	Sun 7/12	Fri 7/17	5	D	202.34	1011.70
							15411.69
	Barry White / spouse	Sun 7/11	Fri 7/17	5	1B	∅	∅
	Paul Tsongas / Niki	Sun 7/11	Fri 7/17	5	2B	883.26	4416.30
	Dennis Kanin / Carol	Sun 7/11	Fri 7/17	5	1B	655.88	3279.38
							$23,107.31

9750437847328

Sheraton Manhattan

1. Linda Wik
2. Anne Sullivan / Krish Melvin
3 Steve Cohen

} $3355.92

TCP 7000116

Staying @ YMCA

Definites:

Mike Regan	Joe Kaknes
Mark Samuelson	George Katsos
Jonathan Edwards	
Peter Ladd	Matt Nadler
Jack Murray	Mark Sullivan
Alete Msumba	Paul Zablinski
Gene Moore	Bill Dunbar
Valerie Brickates	Geraldine Fieres
Susan Bromfield	Rob Hite
Mark Brown	Tom Pazzi
Elisa Carlson	Bill Peterson
Tony Flanagan	Robert Bruce

23 people @ $110/ea
$2530.00

Maybes:

Ted Carr	Ron Turiello	Kim Tudor
Ken Lewitt	Dean Contover	Bill Azer
Mike Litz	Pam Fessenden	Steve Berenberg
Jason Panos	Kevin Keane	

11 people @ $110/ea
$1210.00

Requesting Rooms - Will Pay

Dave Magnani	Polly Trottenberg (Pines)
Michael Fahey	Fay Cohen (Pines)
Jimmy Walsh	Robert Gill (Pines)
Craig Segal (Pines)	Kim Bamberger (Barnett)

TCF 7000117

97043/8477 29

Going To Convention
No Housing Required

Gloria Jolley
Austin McClintock
Pam Matthews
Brien Keane
Stephannie Rouree
Beth Sickler
Tom Kahn
Bob Reichert
Amy Pressman
Doreen Rutledge
Jack Florea
Tommy Lynch
Noel Eisenberg
Patrick McClinchy
Peter Sullivan
Tom Geddis
Sharon Kennedy
Elizabeth Jones
Sharon Adams
Lorraine Alexander
Steve Graham
Malcolm Verras

22 people

97043778477C

SHERATON NEW YORK HOTEL & TOWERS

DATE: July 8, 1992

TO: Mary Moriarity

FROM: Patrick W. McCanna

SUBJECT: Billing

Mary, I have calculated all requests to date and will charge the following to David Goldman's credit card.

Guest Rooms	$25,212.34
Phone Installation	$ 625.00
	$25,837.34

At this time I am still waiting on answers concerning monitor rental, phone call usage charges, and phone headset rentals. As soon as you have this information, please let me know.

Thank you.

Patrick

9704357847211

TCP 7000120

811 Seventh Ave 52nd St
New York, NY 10019

Patrick McCormack

	Check In	Check Out	# Nights	Room Type	Cost	Total
Singles (1 bed)						
Ed Jesser	Sun 7/12	Fri 7/17	5	S	178.49	
© David Goldman	Fri 7/10	Fri Thurs 7/17	6 7	S	178.49	
Dennis Newman	Sat 7/11	Fri 7/17	6	S	178.49	
Christine Naylor	Sat 7/11	Fri 7/17	6	S	178.49	
Mary Moriarty	Fri 7/10	Fri 7/17	7	S	178.49	
Jean Rubenstein	Fri 7/10	Fri 7/17	7	S	178.49	
			38			6782.62
Doubles (2 beds)						
© Elisa Carlson & Tommy Lynch	Sat 7/11	Fri 7/17	6	D	0	
© George Kokinos &	Sun 7/12	Fri 7/17	5	D	202.34	
© Mary Wong & Tish McMillan	Sat 7/11	Fri 7/17	6	D	202.34	
© Peggy Connolly & Robin [illegible]	Sat 7/11	Fri 7/17	6	D	202.34	
© Jim Caffrey & DJ Corcoran	Sat 7/11	Fri 7/17	6	D	202.34	
© Tony Mueller & Paul Shone	Sat 7/11	Fri 7/17	6	D	202.34	
© Lowry Payne & Fred Woods (Tues+Wed only)	Sat 7/11	Fri 7/17	6	D	202.34	
© Harold Suransky & John Clough Mark's	Fri Sat 7/11	Fri 7/17	6	D	202.34	
Ted Van Dyke & John Eade	Sat 7/11	Fri 7/17	6	D	202.34	
© Walter Foster & spouse (baby crib)	Sat 7/11	Fri 7/17	6	D	202.34	
~~Robert Scanlon & Mike Hunt~~						
Suites Gary Dotterman + M. Moore	Sat 7/4 7/18		53			10,724.02
Dennis Kanin - 1 bedroom	Sun Sat 7/11	Fri 7/17	6 5	1 bdr	657.88	3289.40
1601 Paul Tsongas - 2 bedroom	Sun Sat 7/11	Fri 7/17	6 5	2 bdr	883.26	4416.30
Barry White - 1 bedroom	Sun Sat 7/11	Fri 7/17	6 5	1 bdr	0	
					Total =	$25,212.34

Tony Sutin MC 5300 70.20 | 0048 3575

Lee Gonzales

9704378472

SHERATON NEW YORK HOTEL & TOWERS

DATE: July 8, 1992

TO: Mary Moriarity

FROM: Patrick W. McCanna

SUBJECT: Billing

Mary, I have calculated all requests to date and will charge the following to David Goldman's credit card.

Guest Rooms	$25,212.34
Phone Installation	$ 625.00
	$25,837.34

At this time I am still waiting on answers concerning monitor rental, phone call usage charges, and phone headset rentals. As soon as you have this information, please let me know.

Thank you.

Patrick

9704378433

Attn: Tess Meyers

NAME Tsongas Committee ACCOUNT. NO.

ADDRESS 2 Oliver St. Boston, MA 02109 CREDIT LIMIT

1992 DATE	REFERENCE	CHARGES	CREDITS	BALANCE
3/9	32255 Charter	4,555.10	HAPE MAY C HAPE	4,555.10
3/9	32256 Charter	4,555.10	"	9,110.20
3/9	32257 Charter	2,334.13	HAPE ST HAPE	11,444.33

Please send Payment Promptly. Thank you

WILSON JONES Ledger Folder No. 700-04. For use with WILSON JONES Short-Cut Billing System. Made in U.S.A.

TCF 7000122

DATE	REFERENCE	CHARGES	CREDITS	BALANCE

97043/84774

MISCELLANEOUS CHARGE

№ 07696

Date 7/15/82 19

Name Tsongas Comm.

Room CDTRT

Explanation		
Install 8 ID's	650	—
7 Coax Cables	175	—
U.M. & CFA Consultation @ ...	100	—
Tax @ 8.25%	76	31

Total Install 1001.31

976.16

1977.47

(Do not write in above space)

Signed by [illegible signature]

Wm. ALLEN & CO., N.Y. FORM A-7

TCF 7000123

Sheraton New York
Sheraton Manhattan
HOTELS
NEW YORK

SHERATON NEW YORK COMPLEX TELEPHONE ORDER FORM

SHERATON NEW YORK: ✓ **SHERATON MANHATTAN:** _____

DATE PREPARED 7/2 '97

PREPARED BY: _____ **EXTENSION:** _____

GROUP CONTACT (HOTEL): David Goldman

BILLING INFORMATION

GROUP NAME Tucker Unit **QNAME** CDTCI

CONTACT NAME David Goldman **COMPANY NAME** _____

PHONE # _____ **STREET ADDRESS** _____

CITY/STATE/ZIP _____

INSTALLATION DATE & TIME 7/[illegible]/97 [illegible]

DISCONNECT DATE & TIME 7/[illegible] [illegible]

LOCATION/BOOTH #: Cable III + IV

TYPE OF SERVICE

8 **Direct Inward Dial Line: phone no. that can directly be reached from outside as well as inside hotel.**

One time installation charge:	$125.00
Additional Phone Line	$ 75.00
Daily Service charge per line	$ 20.00

___ **Dedicated Line (MBL)**

Daily Service charge	$150.00
Additional Line	$ 20.00
	$ 90.00

7 **Unit Rental: (per set)** $ 25.00

PAYMENT INFORMATION ON REVERSE SIDE

ITT Sheraton
WORLDWIDE HOTELS INNS
SEVENTH AVENUE & [illegible]
SUITES
[illegible]

TCF 7000124

9706437847726

PAYMENT INFORMATION FOR INSTALLATION

Full payment must accompany this order form two (2) weeks prior to connect date. Payment must be made in the form of a company check (made payable to the The Sheraton New York Hotel & Towers; or Sheraton Manhattan Hotel, which ever is applicable) or by credit card. If paying by credit card please complete the following and attach a legible xerox copy of both sides of credit card.

Send forms and check to:
THE SHERATON NEW YORK HOTEL AND TOWERS
811 7TH AVE
NEW YORK, NEW YORK 10019
ATTENTION: TELECOMMUNICATIONS DEPARTMENT

LOCAL AND LONG DISTANCE CHARGES

Local and long distance usage charges per line will be billed separately to the credit card of your choice as completed below.

I agree to be responsible for installation and/or usage charges in connection with this order.

Major Credit Card_____ Number_____

Cardholder's Name_____Expiration Date_____

Cardholder's Signature_____

IN EVENT OF LOSS OR DAMAGE TO EQUIPMENT, A REPLACEMENT COST OF $75.00 PER SINGLE LINE SET WILL BE APPLIED.

_____

_____

HOTEL USE ONLY

DATE ORDER RECEIVED:_____
EXTENSION(S) USED:_____TN#_____
NCOS USED:_____
CHARGES INCURRED: INSTALLATION:_____USAGE:_____

- 6661 54.95
- 6662 62.00
- 6663 64.15
- 6664
- 6665
- 6667
- 6668
- 6669

TOTAL:$_____

TCF 7000125

9704318477

YMCA - Former Tsongas staffers

~~Austin McClintock~~
Mike Regan
Ted Carr
Ken Leavitt
Kim Tudor
Pam Fessenden
Kevin Keane
Jonathan Edwards
Dean Contover
Ron Turiello
Jason Panos
Gene Moore
Aleki Msumba
Mike Litz
Peter Ladd
Jack Murray
Amy Pressman
Tom Kahn
~~Sage Jenson~~
~~Peter Sullivan~~

TSONGAS STAFF IN SHERATON

David Goldman/Jacques
Jean Rubenstein/Neil
MaryMoriarty/Bill Sprong
Mary Wong/Tish mcMullin
Chris Naylor/Spouse
Phil Stanley/Paul Shone
Ed Jesser/Connie
Dennis Newman/Marie
Peggy Connolly
Jim Caffrey/DJ Corcoran
Tony Munter/John Eade
Lawry Payne/Mike Moore
John Clough/Harold Shimansky
George Kokinos/Spouse
PET
DK
Barry White

9704378478

- Mike Regan
- John Edwards
  Pam Fessenden
  Amy Press
  Gloria Jolley
  Tom Geddis
  Stephannie R.
  Pam Henderson
  Ron T + Margaret Caruso
  Kevin Keane

9704378479

Sheraton

- Room #'s @ Sheraton
- Gary Dotterman & Mike Moore
  Checking in Sunday AM
- (~~Call to Jenker confirm~~)
- 2 monitors → 255/ea
-

YMCA

~~Get check~~

$2735.01

Council for Christ World

TCF 7000127

97043/8471C

9704378474 1

Tom Crouch
FAX 212-752-0210

6 quads
5 doubles
8 singles
= (42)

YMCA

sun single ~~Mike Regan~~	Valerie ~~Birk~~Kates - D S	Sat ... Ron Turiello & ~~Newman~~ Margaret Caruso
single sun FRI Jonathan Edwards	Susan Bromfield D S	Joe Kaknes D S
Peter Ladd - one day	Mark Brown D	George Katsos D S
(sheraton) Jack Murray ...	Tony Flanagan D S	Julie Flynn D
Aleke Msumba	~~[illegible]~~ D	Matt Nadler D S
Pam Fessenden Newman	Ken Parker D	Mark Sullivan D S
Paul Zablinski D	Rob Hite D	Robert Bruce D
Bill Dunbar D	Tom Pazzi D	Dave Magnani } +
Geraldine Fleiss D	Bill Peterson	Michael Fahey }
Jimmy Walsh D	? { Polly Trottenberg Newman	? { Robert Gill Newman
Craig Segal Newman	Fay Cohen Newman	Kim Zamberger Newman
(Ted Carr)		~~[illegible]~~
		~~[illegible]~~

* Double room rather than quad

Anita Nelham (Mon 9AM - per J. Eade)

— Sharon Kennedy D (single room)

? Amy Pressman

(31)

Tom,

This is the list so far. I should have the remaining people's names by tomorrow. If you have any questions, please give me a call. My direct line is (617) 261-6538. Thank-you.

Mary Moriarty

TCF 7000128

$4620

35
22
70
20
770
6
4620

15 11
4690.00
$924.00
3696.00

1000.00

9704378447 2

Not Going

Can't find

Doug Chapman
MO Cunningham
Mark Johnson
Bill Crowley
Andy Freed
Guido Guidotti
Ellie Moran
Mike Litz
Neal Fleuger
P A Carr
A Paver

Going

Amy Pressman -
Sharon Kennedy -
Beth Sickler - Staying w/friends
Steve Graham - Staying w/friends
Ed Jester - Sheraton
Brian Keane staying w/friends
Jim Caffrey - Sheraton
Phil Stanley - Sheraton
Tish McMillan - Sheraton
Tony Munter - Sheraton
John Clough - Sheraton
Tom Geddis - Sheraton
Malcolm Dorras
P Stanley - ~~Sheraton~~ Hyatt
Anne Sullivan -
Peter Ladd - YMCA or
Jack Murray - YMCA
Kim Lucas (Manhattan)
Paul Shore - Sheraton
Lavery Payne Sheraton
Mark Samuelson - friends
Stephanie R. YMCA
Austin McC - YMCA
Gloria Jolley - YMCA
Mike Regan - YMCA
L Alexander -
Kim Lucas - Manhattan

9704378473

TCF 7000130

Tsongas Contact List 7/13/92

	Room #	Pager
Jim Caffrey	1627	
Elisa Carlson	1635	
Ted Carr		
John Clough	1639	
Steve Cohen		
Peggy Connolly	1641	
DJ Corcoran	1627	
Gary Dotterman	1637	
John Eade	1925	
Walter Foster	1735	
David Goldman	1617	
Lee Gounardes	1101	
Steve Graham	1535	
Ed Jesser	1609	
Carol Kanin	1001	
Dennis Kanin	1001	
Sharon Kennedy		
Tammy Lynch	1635	
Austin McClintock	1535	
Tish McMillan	1606	
Michael Moore	1637	
Mary Moriarty	1607	
Tony Munter	1625	
Chris Naylor		
Dennis Newman	1611	
Lawry Payne	1604	
Jean Rubenstein	1608	
Mark Samuelson		
Paul Shone	1625	
Harold Simansky	1639	
Beth Sickler	1623	
Tony Sutin	1723	
Ted Van Dyke	1925	
Barry White	1723	
Mary Wong	1606	
Fred Woods	1604	
Linda Wik		
"Advance"	1535	

Sheraton Operations
Sheraton Hospitality
Sheraton Fax
Sheraton Hotel

Garden Operations
Garden Fax

Ramada Hotel

CELLULARS

Lawry Payne
Steve Graham
Lee Gounardes

Drivers/Advance

Andy Venipoulos
Nick Spanos
Michael Pentelgianis

9704378414

7/11

Tsongas Staff Directory

Staff	Room	Pager
Jim Caffrey	1627	
Elisa Carlson	1635	
Ted Carr		
John Clough	1639	
Steve Cohen		
Peggy Connolly	1641	
DJ Corcoran	1627	
Gary Dotterman	1637	
John Eade	1925	
Walter Foster	1735	
David Goldman	1617	
Lee Gounardes		
Steve Graham		
Ed Jesser	1609	
Carol Kanin	1001	
Dennis Kanin	1001	
Sharon Kennedy		
Tammy Lynch	1635	
Robin Markowitz		
Austin McClintock		
Speaker Tom McGee		
Tish McMillan	1606	
Michael Moore	1637	
Mary Moriarty	1607	
Tony Munter	1625	
Chris Naylor	1632	
Dennis Newman	1611	
Lawry Payne	1604	
Jean Rubenstein	1608	
Mark Samuelson	1825	
Paul Shone	1625	
Harold Simansky	1639	
Tony Sutin	1739	
Paul Tsongas	1601	
Ted Van Dyke	1925	
Barry White	1739	
Mary Wong	1606	
Fred Woods	1604	
"Advance"	1535	

Drivers/Advance (NY)

Andy Venipoulos
Nick Spanos
Michael Pentelegianis

9704318497115

The Tsongas Committee
Office:
2 Oliver Street
Boston, MA 02109
(617) 422-0900
Mailing Address:
Post Office Box 4504
Boston, MA 02101-4504

Hotel:
Senator

TSONGAS STAFF ATTENDING THE DEMOCRATIC NATIONAL CONVENTION

Dennis Kanin S	Campaign Manager
Dennis Newman	Deputy Campaign Manager
~~Doreen Rueledge~~	Assistant to Campaign Manager
Barry White	Campaign Chairman young
~~Nick Rizzo~~ S	Finance Chairman
George Kokinos	Treasurer
David Goldman S	Business Manager
Christine Naylor	Finance Director
Ann Sullivan	Deputy Finance Director
Malcolm Verras	Compliance Officer
Mark Samuelson	Budget Director
Ed Jesser	Media Director
Peggy Connolly	Press Secretary
Nell Flaigor	Press Assistant
P.J. Carr	Press Assistant
John Eade	
Chris Grealy	Scheduling and Advance Director
Jean Rubenstein	Scheduler
Michael Moore	Scheduler
Larry Payne	Advance
~~Andrew Paven~~	Advance
Austin McClintock	Advance YMCA
~~Steven Grahar~~	Advance —
Phillip Stanley	Advance
Mary Wong	Finance
Mary Moriarty	Office Manager
DJ Corcoran	
Tony Munter	Director of Delegate Selection
Tim McMillan	Co-Director of Delegate Tracking
Jim Caffrey	Co-Director of Delegate Tracking

$1,610.16

1.1925

- 18 rooms
- 4 suites

1 page for DJ

9704378716

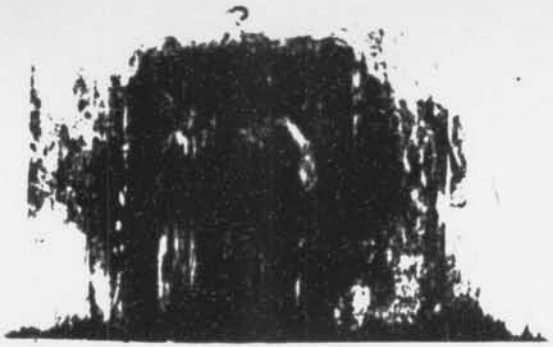
DEMOCRAT FOR PRESIDENT
Tsongas

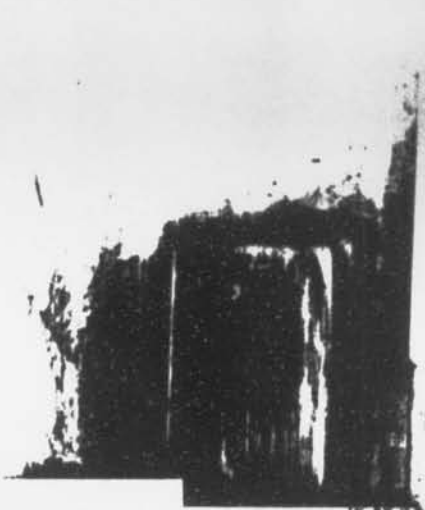
Sun- 2PM-

5:30 PM arrival @ hotel-

Delegation meeting (Illinois
Florida
New Hampshire)

9704317847





TCF 7000135

MISCELLANEOUS CHARGE № 07696

Date 7/15/87 19___

Name Tsonga's Comm. Room CDTRT

Explanation		
Hotel & D/D's	650	—
Food Rooms	175	—
V.M + CFW Cancellation Chg	100	—
Tax @ 8.25%	76	31
Telephone	1001. 31	
	976.16	
TOTAL	1977.47	

(Do not write in above space)

Wm. ALLEN & CO., N.Y. Path A-7 NEW YORK

Signed by _____

DATE PREPARED 11/2/87

PREPARED BY: _____ EXTENSION: _____

GROUP CONTACT (HOTEL): DAVID GOLDMAN

BILLING INFORMATION

GROUP NAME TSONGAS Comm. @NAME CDTRT

CONTACT NAME DAVID GOLDMAN COMPANY NAME _____

PHONE # _____ STREET ADDRESS _____

9704387478

Sheraton New York
Sheraton Manhattan
HOTELS
NEW YORK

SHERATON NEW YORK COMPLEX TELEPHONE ORDER FORM

SHERATON NEW YORK: ✓ SHERATON MANHATTAN: ______

DATE PREPARED 7/2/92

PREPARED BY: ____________ EXTENSION: ____________

GROUP CONTACT (HOTEL): DAVID GOLDMAN

BILLING INFORMATION

GROUP NAME TSONGAS Camp. QNAME CDTKT

CONTACT NAME DAVID GOLDMAN COMPANY NAME ____________

PHONE # ____________ STREET ADDRESS ____________

CITY/STATE/ZIP ____________

INSTALLATION DATE & TIME 7/10/92 Park III-10am

DISCONNECT DATE & TIME 7/17/92 Park IV-4pm

LOCATION/~~BOOTH #~~: PARK III + IV

TYPE OF SERVICE

8 Direct Inward Dial Line: phone no. that can directly be reached from outside as well as inside hotel.

One time installation charge:	$125.00
Additional Phone Line	$ 75.00
Daily Service charge per line	$ 20.00

___ Dedicated Line (MBL) $150.00

Daily Service charge	$ 20.00
Additional Line	$ 90.00

7 Unit Rental: (per set) $ 25.00

PAYMENT INFORMATION ON REVERSE SIDE

ITT Sheraton
WORLDWIDE HOTELS · INNS · ALL-SUITES
SEVENTH AVENUE ... 10019

TCF 7000136

9704378479

Monday (9AM)

Tom Crouch

$1000.00

Housing/Personnel Summary

	# of People	Cost
Sheraton NY	21	23,107.37
Sheraton Manhattan	4	335 92
* YMCA	~~24~~ 23	2530.00
No housing required	21	~~0~~
	~~70~~ 69	$ 28,993.29

Steve Jonas
Cal. Savage
not going

* YMCA

23 people	definites	2530.00
11 people	maybes	1210.00
6 people	requesting rooms paying own way from Pines office	~~0~~
		$3740.00

1. Call Barry White – credit card
2. Call Fred
3. George Kokinos – spouse
4.

Faust
Lorraine Bakes
Cal – Niki

TCF 7000139

97043/8475C

Sheraton New York
811 Seventh Avenue, 52nd Street
New York, NY 10019

		Check In	Check Out	# Nights	Room Type	Cost	Total
1.	David Goldman	Fri 7/10	Thurs 7/16	6	S	178.49	1070.94
2.	Mary Wong / Tish McMillan /	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
3	Dennis Newman / spouse	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
4	Peggy Connolly /	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
5	Chris Naylor / spouse #	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
6	Mary Moriarty / Bill Sprong	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
7	Joan Rubenstein / spouse	Fri 7/10	Fri 7/17	7	S	178.49	1249.43
8	Jim Caffrey / DJ Corcoran	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
9	George Kokinos / spouse	Sun 7/12	Fri 7/17	5	D	178.49	892.45
10	Tony Munter / Paul Stone /	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
11	Lawry Payne / Greenwoods /	Sun 7/12	Fri 7/17	5	D	202.34	1011.70
12	Ed Jesser / Connie	Sun 7/12	Fri 7/17	5	S	178.49	892.45
13.	Harold Smolinsky / John Golden / Mark Samuelson	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
14.	~~Paul Stone~~ /	Sun 7/12	Fri 7/17	5	D	202.34	1011.70
14.	Ted Van Dyke / John Eade /				D		
15.	Walter Foster + family				D		
	Barry White / spouse	Sun 7/11	Fri 7/17	5	1B	-	-
	Paul Tsongas / Niki	Sun 7/11	Fri 7/17	5	2B	883.26	4416.30
	Dennis Kanin / Carol	Sun 7/11	Fri 7/17	5	1B	655.88	3279.38
							$23,107.37

16. ~~Tony Stonia~~ / Mike Gail D

(T) Elisa Carlson / 3720 451368 41009 10/94 Amex

Sheraton Manhattan D

1. Linda Wik
2. Anne Sullivan / Krish Melvin
3. Steve Cohen

} $ 3355.92

front desk people are union

TCF 7000137

Statecom
426-
476D
Jordan

Staying @ YMCA

Definites:

Mike Regan	Joe Kaknes
Mark Samuelson	George Katsos
Jonathan Edwards	Julie Flynn
Peter Ladd	Matt Nadler
Jack Murray	Mark Sullivan
Aleka Msumba	Paul Zablinski
~~Pam Fessenden~~	Bill Dunbar
Valerie Brickates	Geraldine Fieres
Susan Bromfield	Rob Hite
Mark Brown	Tom Pazzi
~~Libby~~ Carlson	Bill Peterson
Tony Flanagan	Robert Bruce
P.A. Carr	
Ken Parker	
Ron Turiello w/Meg Conklin	

July 11th
Sat. –
Fri.

(42)

~~25~~ 24 people @ $110/ea
$2530.00

Maybes:

Ted Carr	~~yes~~ ~~Sat~~ ~~Fri~~ w/Margaret ~~Ron Turiello~~ Carlson	Kim Tudor
Ken Lewitt	~~Dan Coates~~	Bill Agee
Mike Litz	~~yes~~ ~~Pam Fessenden~~ yes	Steve Berenberg } Both
Jason Panos	Kevin Keane	

11 people @ $110/ea
$1210.00

Requesting Rooms - Will Pay

Dave Magnani } Delegates	Polly Trottenberg (Pines)
Michael Fahey } Delegates	Fay Cohen (Pines)
Jimmy Walsh	Robert Gill (Pines)
Craig Segal (Pines)	Kim Bamberger (Barnett)

TCF 7000138

97043/84752

- Baby crib - Foster

Sheraton

- Room for Sunday nite

- 7 sets of keys for offices now furnished

- Lowry on same floor as Paul

- Speaker Tom McGee
  Tues / Wed nite
  Credit card

Credit cards
- Gournades
- Carlson
- White
- McGee

- Nayler room
  P.A. Carr
  Robin Markowitz
  Beth Sickler
  Amy Pressman

- Cots in rooms

- Barry White / Lee Gournades Suite

- Caucus - get list

- Call Niki

TCF 7000140

97043/89753

TENTATIVE HOUSING LIST - JUNE 23

Saturday

TONY FLANAGAN
ELLISA CARLSON
VALERIE BRICKATES
MATT NADLER
GEORGE KATSOS
JULIE FLYNN
SUSAN BROMFIELD
MARK SULLIVAN
JOE KAKNES
WALTER FOSTER
GEORGE BAKEN

State directors

KAREN COMSTOCK
ROB HITE
ROBERT BRUCE
BILL PETERSON
SHARON ADAMS
ROB REICHERT
KAREN SUNDSTROM
BILL DUNBAR
ROY MULLIN
GERADINE FIERES
TOM PAZZI
STEVE BIRENBERG
BILL AGEE

TCF 7000141

9700437,8475 4

9 7 0 4 3 7 8 4 7 5 5

CDTPT

AS CLOSE TOGETHER AS POSSIBLE

811 Seventh Ave, 52nd St
New York, NY 10019

6664 8 | Jean / John

(2)

	Room	Check In	Check Out	# Nights	Room Type	Cost
Singles (1 bed)						
Ed Jesser	1609	Sun 7/12	Fri 7/17	5	S	178.49
David Goldman	1617	Fri 7/10	~~Thurs~~ Fri 7/17	7	S	178.49
Dennis Newman	1611	Sat 7/11	Fri 7/17	6	S	178.49
Christine Naylor	1632	Sat 7/11	Fri 7/17	6	S	178.49
Mary Moriarty	1607	Fri 7/10	Fri 7/17	7	S	178.49
Jean Rubenstein	1608	Fri 7/10	Fri 7/17	7	S	178.49
	1637			3T 3F		
Doubles (2 beds) ~~Gary Detterman~~ & Michael Moeio		7/11	7/17	6	D	202.34
Elisa Carlson & Tammy Lynch	1638	Sat 7/11	Fri 7/17	6	D	~~0~~
~~[illegible]~~		Sun 7/12	Fri 7/17	5	D	202.34
Mary Wong & Tish McMillan	1606	Sat 7/11	Fri 7/17	6	D	202.34
Peggy Connolly &	1641	Sat 7/11	Fri 7/17	6	D	202.34
Jim Caffrey & DJ Corcoran	1627	Sat 7/11	Fri 7/17	6	D	202.34
Tony Mueller & Paul Shone	1625	Sat 7/11	Fri 7/17	6	D	202.34
Lawry Payne & Fred Woods (Tim)	1604	Sat 7/11	Fri 7/17	6	D	202.34
Harold Suminsky & John Clough (Mark Spaulding)	1639	Sat 7/10	Fri 7/17	6	D	202.34
~~Ted Van Dyke~~ & John Eade		Sat 7/11	Fri 7/17	6	D	202.34
Walter Foster & spouse (baby crib)	1735	Sat 7/11	Fri 7/17	6	D	202.34
~~Tony Sutin & Mike Hart~~		~~Sat 7/11~~	~~Fri 7/17~~	~~6~~	~~D~~	~~202.34~~
Suites				53 59		
Dennis Kanin - 1 bedroom	1001	~~Sat~~ Sun 7/12	Fri 7/17	5 ~~6~~	1 bdr	657.00
Paul Tsongas - 2 bedroom	1601	~~Sat~~ 7/12	Fri 7/17	5 ~~6~~	2 bdr	883.26
~~Barry White~~ - 1 bedroom	~~1506~~	~~Sat~~ 7/12	Fri 7/17	5 ~~6~~	1 bdr	~~0~~
(L Tony Sutin Ste) Lawry Payne	1723					Total =

Margin notes: Robin M. OK; AA car; add name; smoke 1535; 16 Dawamo; Pat Draper; cot; cot 1639; 1925 smoking; Lee Gournakes; 844-

TCF 7000142

Sheraton New York
811 Seventh Avenue, 52nd Street
New York, NY 10019
(212) 841-6536

* (Includes taxes 19.25% + 2.00/;

	Name(s)	Check In	Check Out	# Nights	Room Type	Cost Per Nite*	Total
①	David Goldman	Fri 7/10	Thurs 7/16	6	S	178.49	1070.9
②	Mary Wors / Tsh McMillan	Sat 7/11	Fri 7/17	6	D	202 34	1214.04
③	~~[redacted] / [redacted]~~	~~Sat 7/11~~	~~Fri 7/17~~	~~6~~	~~S~~	~~178.49~~	~~1070.9~~
④	Dennis Newman / spouse	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
⑤	Peggy Connolly /	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
⑥	Chris Naylor / spouse	Sat 7/11	Fri 7/17	6	S	178.49	1070 94
⑦	Mary Moriarty / Bill Spong	Sat 7/11	Fri 7/17	6	S	178 49	1070.94
⑧	Jean Rubenstein / spouse	Fri 7/10	Fri 7/17	7	S	178 49	1249.43
⑨	Jim Caffrey / DJ Corcoran	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
⑩	George Kokinos / spouse	Sun 7/12	Fri 7/17	5	S	178.49	892.45
⑪	Tony Munter / John Eade ?	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
⑫	Laury Payne / [redacted] ?	Sun 7/12	Fri 7/17	5	D	202.34	1011.70
⑬	Ed Jesser / Connie K	Sun 7/12	Fri 7/17	5	S	178.49	892.45
⑭	[redacted] / Paul Shore	Sun 7/12	Fri 7/17	5	D	202.34	1011.70
⑮	Harold Simansky / John Clough	Sat 7/11	Fri 7/17	6	D	202 34	1214.04

P.A. Carr

$16,482 63
- 1070 94
15,411.69
1070.94
14340 65

Suites

Paul Tsongas / Niki	Sun 7/11	Fri 7/17	5	2 Br	883.26	4416.30
Dennis Kanin / Carol	Sun 7/11	Fri 7/17	5	1 Br	~~[redacted]~~ 655.88	~~3279.38~~
Barry White / spouse	Sun 7/12	Fri 7/17	5	1 Br	~~656.88~~	~~3279.38~~
						10,975.05

100 positions

TCP 7000143

9704378475 6

Convention Budget Report
7/1/92 Through 7/31/92

Category Description	7/1/92 Actual	Budget	7/31/92 Diff
Outflows			
Administration:			
Equipment	0.00	750.00	-750.00
Total Administration	0.00	750.00	-750.00
Advance:			
Equipment:			
Beepers	0.00	120.00	-120.00
Radios	0.00	400.00	-400.00
Telephones	0.00	1,100.00	-1,100.00
Total Equipment	0.00	1,620.00	-1,620.00
Total Advance	0.00	1,620.00	-1,620.00
Delegate Coord.	0.00	3,140.00	-3,140.00
Floor Operation:			
Equipment	0.00	6,000.00	-6,000.00
Floor Operation	0.00	2,700.00	-2,700.00
Total Floor Operation	0.00	8,700.00	-8,700.00
Hospitalities	0.00	3,770.00	-3,770.00
Housing Exp. :			
Sheraton	0.00	20,000.00	-20,000.00
YMCA	924.00	8,200.00	-7,276.00
Total Housing Exp.	924.00	28,200.00	-27,276.00
Press:			
Equipment:			
Beepers	0.00	110.00	-110.00
Computers	0.00	400.00	-400.00
Fax	0.00	700.00	-700.00
Function Room	0.00	3,000.00	-3,000.00
Printer	0.00	100.00	-100.00
Telephones	0.00	2,750.00	-2,750.00
Television Sets	0.00	200.00	-200.00
Xerox	0.00	500.00	-500.00
Total Equipment	0.00	7,760.00	-7,760.00
Total Press	0.00	7,760.00	-7,760.00
Scheduling:			
Equipment:			
Sched/Adv Dir. Beeper	0.00	20.00	-20.00
Sched/Adv Dir. Telephone	0.00	550.00	-550.00
Total Equipment	0.00	570.00	-570.00
Equipment 2:			
Scheduling Beepers (2)	0.00	20.00	-20.00
Scheduling Computers	0.00	200.00	-200.00
Scheduling Telephones (2)	0.00	1,100.00	-1,100.00
Total Equipment 2	0.00	1,320.00	-1,320.00
Total Scheduling	0.00	1,890.00	-1,890.00
Total Outflows	**924.00**	**55,830.00**	**-54,906.00**

9704378457

Monthly Budget Report
7/1/92 Through 7/31/92

Category Description	7/1/92 Actual	Budget	7/31/92 Diff
Inc/Exp			
Expenses			
Delegate Coord.	0.00	3,140.00	-3,140.00
Floor Operation:			
Equipment	0.00	6,000.00	-6,000.00
Floor Operation	0.00	2,700.00	-2,700.00
Total Floor Operation	0.00	8,700.00	-8,700.00
Hospitalities:			
Ramada	0.00	3,140.00	-3,140.00
Sheraton	0.00	630.00	-630.00
Total Hospitalities	0.00	3,770.00	-3,770.00
Housing Exp. :			
Sheraton	0.00	20,000.00	-20,000.00
YMCA	924.00	8,200.00	-7,276.00
Total Housing Exp.	924.00	28,200.00	-27,276.00
Press-Sch.-Adv.:			
Administration:			
Equipment	0.00	750.00	-750.00
Total Administration	0.00	750.00	-750.00
Press Equip.:			
M.S.G. Location:			
Beepers	0.00	110.00	-110.00
Computers	0.00	400.00	-400.00
Fax	0.00	700.00	-700.00
Function Room	0.00	3,000.00	-3,000.00
Printer	0.00	100.00	-100.00
Telephones	0.00	2,750.00	-2,750.00
Television Sets	0.00	200.00	-200.00
Xerox	0.00	500.00	-500.00
Total M.S.G. Location	0.00	7,760.00	-7,760.00
Ramada Location:			
Beepers	0.00	40.00	-40.00
Computers	0.00	300.00	-300.00
Fax	0.00	700.00	-700.00
Function Room	0.00	1,800.00	-1,800.00
Telephones	0.00	1,650.00	-1,650.00
Television Sets	0.00	200.00	-200.00
Xerox	0.00	200.00	-200.00
Total Ramada Location	0.00	4,890.00	-4,890.00
Sheraton Loc.:			
Beepers	0.00	80.00	-80.00
Computers	0.00	400.00	-400.00
Telephones	0.00	1,650.00	-1,650.00
Total Sheraton Loc.	0.00	2,130.00	-2,130.00
Total Press Equip.	0.00	14,780.00	-14,780.00
Sched.-Advance:			
Equipment:			
Sched/Adv Dir. Beeper	0.00	20.00	-20.00
Telephone, Dir.	0.00	550.00	-550.00
Total Equipment	0.00	570.00	-570.00
Equipment 2:			
Beepers	0.00	140.00	-140.00
Computers	0.00	200.00	-200.00
Radios	0.00	400.00	-400.00
Telephones	0.00	2,200.00	-2,200.00
Total Equipment 2	0.00	2,940.00	-2,940.00

97043784758

FCP 7000145

Monthly Budget Report
7/1/92 Through 7/31/92

Category Description	7/1/92 Actual	Budget	7/31/92 Diff
Total Sched.-Advance	0.00	3,510.00	-3,510.00
Total Prem-Sch.-Adv.	0.00	19,040.00	-19,040.00
Total Expenses	924.00	62,850.00	-61,926.00
Total Inc/Exp	-924.00	-62,850.00	61,926.00

9.7043784759

Sheraton New York
811 Seventh Avenue, 52nd Street
New York, NY 10019
(212) 841-6536

* (Includes taxes) 19.25% + 2.00/nite

	Name(s)	Check In	Check Out	# Nights	Room Type	Cost Per Nite*	Total
(1)	David Goldman	Fri 7/10	Thurs 7/16	6	S	178.49	1070.94
(2)	Mary Wang / Tish McMillan	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
(3)	Steve Cohen / Manhattan	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
(4)	Dennis Newman / spouse	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
(5)	Peggy Connolly /	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
(6)	Chris Naylor / spouse	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
(7)	Mary Moriarty / Bill Sprong	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
(8)	Jean Rubenstein / spouse	Fri 7/10	Fri 7/17	7	S	178.49	1249.43
(9)	Jim Caffrey / DJ Corcoran	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
(10)	George Kokinos / spouse	Sun 7/12	Fri 7/17	5	S	178.49	892.45
(11)	Tony Munter / John Eade ?	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
(12)	Laury Payne / Mike Moore?	Sun 7/12	Fri 7/17	5	D	202.34	1011.70
(13)	Ed Jesser / Connie K.	Sun 7/12	Fri 7/17	5	S	178.49	892.45
(14)	Phil Stanley / Paul Shore	Sun 7/12	Fri 7/17	5	D	202.34	1011.70
(15)	Harold Simansky / John Clough	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
(16)	PA Carr						$16,482.63

Suites

Paul Tsongas / Niki	Sun 7/11	Fri 7/17	5	2 Br	883.26	4416.30
Dennis Kanin / Carol	Sun 7/11	Fri 7/17	5	1 Br		
Barry White / spouse	Sun 7/12	Fri 7/17	5	1 Br		

Trenton New York
811 Seventh Avenue, 52nd Street
New York, NY 10019
(212) 841-6536

* (Includes taxes) 19.25% + 2.00/nit.

	Name(s)	Check In	Check Out	# Nights	Room Type	Cost Per Nite*	Total
✓ (1)	David Goldman	Fri 7/10	Thurs 7/16	6	S	178.49	1070.94
✓ (2)	Mary Wong / Tish McMillan	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
(3)	Steve Cohen / (Manhattan)	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
✓ (4)	Dennis Newman / spouse	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
(5)	Peggy Connolly /	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
✓ (6)	Chris Naylor / spouse	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
✓ (7)	Mary Moriarty / Bill Sprong	Sat 7/11	Fri 7/17	6	S	178.49	1070.94
✓ (8)	Jean Rubenstein / spouse	Fri 7/10	Fri 7/17	7	S	178.49	1249.43
✓ (9)	Jim Caffrey / DJ Corcoran	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
✓ (10)	George Kokinos / spouse	Sun 7/12	Fri 7/17	5	S	178.49	892.45
✓ (11)	Tony Munter / John Eade ?	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
(12)	Lawry Payne / Mike Moore?	Sun 7/12	Fri 7/17	5	D	202.34	1011.70
(13)	Ed Jessen / Connie K.	Sun 7/12	Fri 7/17	5	S	178.49	892.45
✓ (14)	Phil Stanley / Paul Shore	Sun 7/12	Fri 7/17	5	D	202.34	1011.70
(15)	Harold Simansky / John Clough	Sat 7/11	Fri 7/17	6	D	202.34	1214.04
							$16,482.63

9754

Suites

Paul Tsongas / Niki	Sun 7/11	Fri 7/17	5	2 Br	834.31	4171.85
Dennis Kanin / Carol	Sun 7/11	Fri 7/17	5	1 Br	~~889.26~~ 657.88	~~4446.30~~ 3289.40
Barry White / spouse	Sun 7/12	Fri 7/17	5	1 Br	657.88	3289.40

9704378475 2

REDIFORM 8L801

Vgmdev61 FF
YMCA

RENT MUST BE PAID IN ADVANCE

Date 7-10 1992 7741

Received From TSONGAS GROUP

Dollars $ 3696.24

For Rent of Rooms

From 7-11-92 To 7-17-92

HOW PAID		
CASH	X	
CHECK		
MONEY ORDER		

By S. White

TCF 7000149

TENTATIVE HOUSING LIST - JOHN EADE

YMCA - Saturday, July 11 - Friday, July 17 (6 Nights)

Valerie Brickates ✓
Susan Bromfield ✓
Ellisa Carlson ✓
~~George Dakan~~ Paul Zablinski ✓
Tony Flanagan ✓
~~Julie Flynn~~ Tammy Lynch ✓
Walter Foster
Joe Kaknes ✓
George Katsos ✓
Matt Nadler ✓
Mark Sullivan ✓
Mark Brown ✓

YMCA - Sunday, July 12 - Friday, July 17 (5 nights)

Sharon Adams – own room
Bill Agee –
Steve Birenberg –
~~Robert Brike~~
~~Karen Comstock~~ – hospital
Bill Dunbar - Y
Geraldine Fieres - Y
~~Rob Hite~~ - Y
Roy Mullin – steer to N.Y.
Tom Pazzi - Y
Bill Peterson - Y
Bob Reichert - own room
~~Karen Sundstrom~~ - won't come
ROBT. BRIKE - Y

9704378453

970437 84764

July 6, 1992

Patrick,

Attached is the list of people w/ arrival & check-out dates. Please note the following:

1) Elisa Carlson & Tammy Lynch are paying for their own room. Please charge to American Express:
Elisa Carlson 3720 451368 41009 Exp. 10/94

2) Barry White (1 bedroom suite) is also paying for his own room. I will call tomorrow with his credit card #.

3) Walter Foster - needs a baby crib in his room.

4) Paul Tsongas & Dennis Kanin are the only 2 people who will be allowed to charge to the Tsongas Committee.

5) I will call you first thing in AM w/ American Express # to bill $20,841.77 - which is 75% of the total hotel bill minding taxes.

If you have any questions, please call. Thanks for your patience with us. Mary

TCF 7000151

YMCA

Sheraton New York
HOTEL & TOWERS

600 signs to Ramada

Jon Edw
Dave Morgan
Tony Flanagan
Paul Zablocki
Mark Sullivan
Mark Nadler
Mark Brown
Ron Turiello
Mary Caruso
George Katsos
Susan Broomfield
Julie Flynn
Mike Regan

speak to Telegram

Steve Cohen
Van Dyke
Naylor
Edwards
Suter
Regan

3PM -
East Room
Ballroom
Rotunda
Mezzanine
Level -

escalator
right +
right

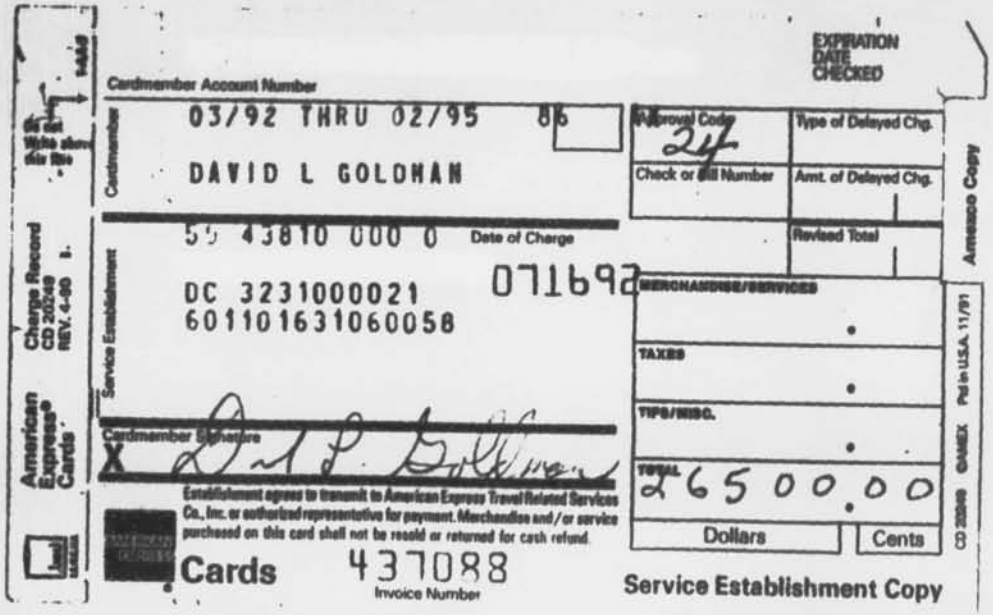
9704437/8847/65

TCF 7000152

ITT Sheraton
WORLDWIDE HOTELS, INNS, RESORTS & ALL-SUITES

SEVENTH AVENUE & 52ND STREET, NEW YORK, NY 10019
PHONE: (212) 581-1000

TCF 7000153



American Express® Cards

Charge Record
CD 20249
REV. 4-90

Cardmember Account Number

03/92 THRU 02/95 86

Cardmember

DAVID L GOLDMAN

55 43810 000 0 Date of Charge

Service Establishment

DC 3231000021 071692
601101631060058

Cardmember Signature

X Dan L. Goldman

Establishment agrees to transmit to American Express Travel Related Services Co., Inc. or authorized representative for payment. Merchandise and/or service purchased on this card shall not be resold or returned for cash refund.

Cards 437088
Invoice Number

EXPIRATION DATE CHECKED

Approval Code 24

Type of Delayed Chg.

Check or Bill Number

Amt. of Delayed Chg.

Revised Total

MERCHANDISE/SERVICES

TAXES

TIPS/MISC.

TOTAL 2 6 5 0 0 . 0 0

Dollars | Cents

Service Establishment Copy

Amexco Copy

CD 23249 GAMEX Printed in U.S.A. 11/91

9 7 0 4 3 7 8 4 7 6

DATE _____

DISBURSEMENT

THE TSONGAS COMMITTEE

P.O. BOX 2104

ANDOVER, MA 01810

TO:

NAME David Goldman

ADDRESS 75 Glen Road

Jamaica Plain MA

INVOICE/STATEMENT NO. _____

CHECK NO. _____

AMOUNT 3,882.62

PURPOSE Charges from Sheraton NY for convention.

AUTHORIZED: _____

DISBURSED: _____

Photo of Check to Be Attached

9704378457

TCF 7000154

H

AX

115718 (A) 1
SIMANSKY, HAROLD

57 CLEARWATER RD 1639
CHESTNUT HILL, MA 02167

1992
JUL11 321 01237 PHONE CHG .75 99
JUL11 321 01512 PHONE CHG .75 99
JUL17 001 00006 AMEX..... 1.50CR 54

07/17 25 1.50
TOTAL-DUE .00

~~Note: in dispute~~

O.K.

9704378478

07/10/92 17:22
07/17/92 12:03

CDTRT
54

AX

115630 (A) 2
ABATTO, MR JACQUES
TSONGAS COMMITTEE
75 GLEN RD
J.P., MD 02130 1617

1992

			BAL-FWD	111.99	
JUL12	321	00831	PHONE CHG	.75	99
JUL12	321	01003	PHONE CHG	.75	99
JUL12	321	01136	PHONE CHG	.75	99
JUL12	111	01145	RM SVC FD	137.54	28
JUL12	351	10315	PARKING...	14.50	72
JUL12	431	01617	MOVIE&TAX	8.61	98
JUL13	321	00906	PHONE CHG	.75	99
JUL13	321	01419	PHONE CHG	.75	99
JUL13	351	10309	PARKING...	11.00	65
JUL13	611	01439	DHL	80.00	21
JUL13	321	01933	PHONE CHG	4.11	99
JUL14	351	10959	PARKING...	12.00	23
JUL14	351	10062	PARKING...	17.75	23
JUL14	921	04441	DHL	80.00CR	19
JUL14	931	07767	RAIN MISC	150.00	19
JUL14	321	01604	PHONE CHG	.75	99
JUL15	321	00855	PHONE CHG	.75	99
JUL15	321	00859	PHONE CHG	.75	99
JUL15	351	10616	PARKING...	17.75	43
JUL15	351	07678	PARKING...	17.75	40
JUL15	351	10962	PARKING...	10.00	68
JUL15	351	02879	PARKING...	16.75	72
JUL16	351	10083	PARKING...	17.75	49
JUL16	351	09956	PARKING...	24.00	31
JUL16	351	02898	PARKING...	11.00	34
			BAL-FWD	588.50	

07/10/92 14:51
07/18/92 11:51

CDTRT
98

02/95

9704378469

AX

115630 (A) 3
ABATTO, MR JACQUES
TSONGAS COMMITTEE
75 GLEN RD 1617
J.P., MD 02130

1992

			BAL-FWD	588.50	
JUL16	321	01611	PHONE CHG	.75	99
JUL16	351	10970	PARKING...	12.00	32
JUL16	321	01750	PHONE CHG	6.51	99
JUL16	351	10092	PARKING...	12.00	72
JUL16	181	07277	LOB/C BEV	14.67	92
JUL17	351	10879	PARKING...	12.00	29
JUL17	351	10261	PARKING...	17.75	30
JUL17	171	07859	STRTRS FD	44.97	99
JUL17	351	10681	PARKING...	17.75	38
JUL17	001	00006	AMEX.....	726.90CR	54
	07/17		726.90		
	07/10 25		.00		
JUL17	351	00812	PARKING...	12.00	68
JUL17	321	01456	PHONE CHG	.75	99
JUL17	321	01506	PHONE CHG	.75	99
JUL17	321	01516	PHONE CHG	.75	99
JUL17	321	01524	PHONE CHG	.75	99
JUL17	321	01525	PHONE CHG	.75	99
JUL17	321	01639	PHONE CHG	1.00	99
JUL17	321	01639	PHONE CHG	.75	99
JUL17	321	01643	PHONE CHG	.75	99
JUL17	321	01646	PHONE CHG	.75	99
JUL17	321	01835	PHONE CHG	.75	99
JUL17	321	02139	PHONE CHG	4.11	99
			BAL-FWD	23.86	

07/10/92 14:51
07/18/92 11:51

CDTRT
98 02/95

TCP 7000157

970431847 C

AX

115630 (A) 4
ABATTO, MR JACQUES
TSONGAS COMMITTEE
75 GLEN RD 1617
J.P., MD 02130

1992

			BAL-FWD	23.86	
JUL17	181	08598	LOB/C BEV	28.21	92
JUL17	011	01617	ROOM CHG..	109.00	00
JUL17	011	01617	STATE TAX	8.99	00
JUL17	011	01617	CITY TAX	6.54	00
JUL17	011	01617	OCC TAX	2.00	00
JUL17	011	01617	ST OCC TAX	5.45	00
JUL18	171	08840	STRTRS FD	8.66	99
JUL18	321	00956	PHONE CHG	1.00	99
JUL18	321	00957	PHONE CHG	1.00	99
JUL18	321	00958	PHONE CHG	5.07	99
JUL18	321	01003	PHONE CHG	5.21	99
JUL18	001	00006	AMEX.....	204.99CR*	98

07/18 204.99
TOTAL-DUE .00

07/10/92 14:51
07/18/92 11:51

CDTRT
98 02/95

TCF 7000158

9700433/8447711

AX

116490 (A) 1

SAUVAGE, MS NIKI
TSONGAS COMMITTEE
2 OLIVER ST 1601
BOSTON, MA 02109

1992

JUL13	111	01891	RM SVC FD	31.30	69
JUL13	351	10404	PARKING...	17.75	42
JUL13	351	10188	PARKING...	14.50	42
JUL13	321	01437	PHONE CHG	.75	99
JUL13	321	01531	PHONE CHG	.75	99
JUL14	321	01601	PHONE CHG	.75	99
JUL14	321	01620	PHONE CHG	1.00	99
JUL14	321	01620	PHONE CHG	.75	99
JUL14	111	03861	RM SVC FD	53.70	28
JUL14	111	03994	RM SVC FD	61.75	28
JUL14	111	03021	RM SVC FD	30.63	06
JUL15	111	04684	RM SVC FD	77.22	70
JUL15	111	05089	RM SVC FD	18.36	30
JUL15	321	01612	PHONE CHG	.75	99
JUL15	321	01712	PHONE CHG	4.11	99
JUL15	321	01831	PHONE CHG	.75	99
JUL15	411	01601	LAUNDRY...	7.15	10
JUL15	421	01601	VALET.....	22.40	10
JUL15	321	02259	PHONE CHG	.75	99
JUL15	111	05781	RM SVC FD	83.94	28
JUL16	511	04610	AUD/VISUAL	595.38	33
JUL16	321	01208	PHONE CHG	5.31	99
JUL16	321	01214	PHONE CHG	3.90	99
JUL16	321	01223	PHONE CHG	5.34	99
JUL16	321	01251	PHONE CHG	4.20	99
JUL17	001	00006	AMEX.....	1,043.19CR	65
			BAL-FWD	.00	

07/12/92 7:47
07/17/92 14:55

CDTRT
46 02/95

TCF 7000159

9704378472

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 911
New York, N.Y. 10101-0911
Telephone: (212) 841-6611
FAX (212) 765-4914

CH
ACCOUNT 116492 (A)
TSONGAS, PAUL
TSONGAS COMMITTEE
2 OLIVER ST
BOSTON, MA 02109

PAGE 1

ROOM 1603

DATE	DEPT	REFERENCE	DESCRIPTION		
1992					
JUL12	321	01735	PHONE CHG	1.00	99
JUL12	321	01735	PHONE CHG	1.00	99
JUL12	321	01737	PHONE CHG	1.00	99
JUL12	321	01737	PHONE CHG	.75	99
JUL12	321	01738	PHONE CHG	.75	99
JUL12	321	01739	PHONE CHG	1.00	99
JUL12	321	01741	PHONE CHG	.75	99
JUL12	321	01742	PHONE CHG	1.00	99
JUL12	321	01744	PHONE CHG	.75	99
JUL13	321	01814	PHONE CHG	4.11	99
JUL13	321	01450	PHONE CHG	4.35	99
JUL13	321	01454	PHONE CHG	4.35	99
JUL13	111	02587	RM SVC FD	17.82	88
JUL14	321	00937	PHONE CHG	1.00	99
JUL14	321	00937	PHONE CHG	.75	99
JUL14	321	01049	PHONE CHG	4.11	99
JUL14	321	01050	PHONE CHG	4.35	99
JUL14	171	03402	STRTRS FD	27.81	72
JUL14	321	01625	PHONE CHG	4.11	99
JUL14	321	01631	PHONE CHG	4.11	99
JUL14	321	01633	PHONE CHG	4.39	99
JUL15	321	01101	PHONE CHG	4.39	99
JUL15	321	01355	PHONE CHG	4.11	99
JUL15	321	01415	PHONE CHG	4.11	99
JUL16	321	00825	PHONE CHG	6.27	99
JUL16	111	06373	RM SVC FD	83.32	70
			BAL-FWD	191.86	

07/12/92 7:48
07/17/92 14:56

CDTRT
46

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

02/95

CHARGED TO _____

STREET _____

CITY _____ STATE _____

TCF 7000160

9704378477 3

Sheraton New York
HOTEL & TOWERS

P.O. Box No. 611
New York, N.Y. 10101-0611
Telephone: (212) 581-8821
FAX (212) 765-4914

CH ACCOUNT 116492 (A)
TSONGAS, PAUL
TSONGAS COMMITTEE
2 OLIVER ST
BOSTON, MA 02109

PAGE 2

ROOM 1603

1992					
			BAL-FWD	191.86	
JUL16	321	01640	PHONE CHG	4.35	99
JUL17	111	07969	RM SVC FD	48.37	70
JUL17	001	00006	AMEX.....	244.58CR	65
	07/17		244.58		
	07/12 25		.00		
			TOTAL-DUE	.00	

IF YOUR BILL IS TO BE CHARGED TO ANY CREDIT CLUB CARD THE SIGNATURE BELOW IS DEEMED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CLUB CARD VOUCHER.

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

07/12/92 7:48
07/17/92 14:56

CDTRT
46

02/93

CHARGED TO _____

STREET _____

CITY _____ STATE _____

9704378477 4

TCF 7000161

AX

116487 (A) 1

KANIN, DENNIS
TSONGAS COMMITTEE
2 OLIVER ST 1002
BOSTON, MA 02109

1992

JUL12	321	01733	PHONE CHG	.75	99
JUL12	321	01809	PHONE CHG	.75	99
JUL12	321	01819	PHONE CHG	.75	99
JUL12	321	01821	PHONE CHG	.75	99
JUL12	321	01822	PHONE CHG	.75	99
JUL12	321	02142	PHONE CHG	4.83	99
JUL12	321	02303	PHONE CHG	.75	99
JUL13	321	00742	PHONE CHG	.75	99
JUL13	321	00811	PHONE CHG	4.59	99
JUL13	321	01113	PHONE CHG	3.87	99
JUL13	321	01140	PHONE CHG	.75	99
JUL13	321	01147	PHONE CHG	.75	99
JUL13	321	01209	PHONE CHG	5.79	99
JUL13	111	02224	RM SVC FD	15.28	27
JUL14	321	00801	PHONE CHG	5.31	99
JUL14	321	00823	PHONE CHG	5.31	99
JUL14	321	00902	PHONE CHG	.75	99
JUL14	321	00934	PHONE CHG	4.35	99
JUL14	321	01009	PHONE CHG	4.77	99
JUL14	321	01054	PHONE CHG	.75	99
JUL14	321	01105	PHONE CHG	5.06	99
JUL14	321	01119	PHONE CHG	4.59	99
JUL14	321	01124	PHONE CHG	4.35	99
JUL14	111	03113	RM SVC FD	27.33	06
JUL15	321	00840	PHONE CHG	4.35	99
JUL15	321	00915	PHONE CHG	6.27	99
			BAL-FWD	114.30	

07/12/92 7:45
07/17/92 16:29

CDTRT
46 02/95

TCF 7000162

9704378475

AX

116487 (A) 2

KANIN, DENNIS
TSONGAS COMMITTEE
2 OLIVER ST 1002
BOSTON, MA 02109

1992

			BAL-FWD	114.30	
JUL15	321	00926	PHONE CHG	.75	99
JUL15	111	04595	RM SVC FD	26.89	70
JUL15	321	01218	PHONE CHG	.75	99
JUL15	321	01216	PHONE CHG	.75	99
JUL15	321	01256	PHONE CHG	.75	99
JUL15	321	01308	PHONE CHG	.75	99
JUL15	321	01333	PHONE CHG	.75	99
JUL15	321	01705	PHONE CHG	.75	99
JUL16	111	06415	RM SVC FD	35.00	70
JUL16	321	01216	PHONE CHG	.75	99
JUL16	321	01645	PHONE CHG	6.03	99
JUL16	321	00113	PHONE CHG	8.19	99
JUL17	321	01017	PHONE CHG	7.23	99
JUL17	321	01041	PHONE CHG	5.07	99
JUL17	001	00006	AMEX.....	208.71CR	65

07/17 208.71
07/12 25 .00
TOTAL-DUE .00

9704378776

07/12/92 7:45
07/17/92 16:29

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46 02/95

TCF 7000163

H

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116483 (A) 1

KANIN, DENNIS
TSONGAS COMMITTEE
2 OLIVER ST 1001
BOSTON, MA 02109

1992

JUL12	321	01658	PHONE CHG		.75	99
JUL12	321	01659	PHONE CHG		.75	99
JUL12	321	01752	PHONE CHG		.75	99
JUL12	321	02129	PHONE CHG		1.00	99
JUL13	321	00843	PHONE CHG		.75	99
JUL13	321	00910	PHONE CHG		.75	99
JUL13	321	00917	PHONE CHG		.75	99
JUL13	321	01149	PHONE CHG		.75	99
JUL13	321	01236	PHONE CHG		1.00	99
JUL13	321	01239	PHONE CHG		.75	99
JUL13	321	01256	PHONE CHG		4.11	99
JUL13	321	01446	PHONE CHG		3.87	99
JUL13	321	00011	PHONE CHG		.75	99
JUL14	321	00838	PHONE CHG		.75	99
JUL14	321	00839	PHONE CHG		.75	99
JUL14	321	01049	PHONE CHG		.75	99
JUL14	321	01249	PHONE CHG		3.87	99
JUL14	321	01323	PHONE CHG		.75	99
JUL14	321	02032	PHONE CHG		7.70	99
JUL14	321	02229	PHONE CHG		6.27	99
JUL15	321	00740	PHONE CHG		6.27	99
JUL15	321	01033	PHONE CHG		.75	99
JUL15	321	01148	PHONE CHG		.75	99
JUL15	321	01331	PHONE CHG		.75	99
JUL15	321	01437	PHONE CHG		.75	99
JUL15	321	01528	PHONE CHG		.75	99
			BAL-FWD		47.59	

07/12/92 7:44
07/17/92 16:29

CDTRT
46 02/95

TCF 7000164

9704378477

AX

116483 (A) 2
KANIN, DENNIS
TSONGAS COMMITTEE
2 OLIVER ST
BOSTON, MA 02109 1001

1992 —

			BAL-FWD	47.59	
JUL16	321	00813	PHONE CHG	6.51	99
JUL16	321	00843	PHONE CHG	.75	99
JUL16	321	01057	PHONE CHG	.75	99
JUL16	321	01119	PHONE CHG	.75	99
JUL16	321	01121	PHONE CHG	.75	99
JUL16	321	01139	PHONE CHG	.75	99
JUL16	321	01204	PHONE CHG	.75	99
JUL16	321	01213	PHONE CHG	.75	99
JUL16	321	01247	PHONE CHG	.75	99
JUL16	321	01539	PHONE CHG	3.87	99
JUL16	321	01552	PHONE CHG	.75	99
JUL16	321	01729	PHONE CHG	4.35	99
JUL17	321	00740	PHONE CHG	7.23	99
JUL17	111	08011	RM SVC FD	32.20	70
JUL17	922	19259	ADJUSTMENT	50.00CR*	65
JUL17	001	00006	AMEX.....	58.50CR	65

07/17 58.50
07/12 25 .00
TOTAL-DUE .00

07/12/92 7:44
07/17/92 16:29

CDTRT
46

02/95

TCF 7000165

9704378478

The Card — Statement of Account

07 12 0 2

212-489-9511

YOUR ACCOUNT IS ONE MONTH OVERDUE. IF PAYMENT IN MAIL - THANK YOU.

☐ Check here if address or telephone number has changed. See reverse side.

DAVID L GOLDMAN
75 GLEN RD
BOSTON MA
02130-3341

MAIL PAYMENT TO:
AMERICAN EXPRESS
P.O. BOX 114
NEWARK NJ 07101-0114

24155485 46 0341810500033407151

The Card — Summary of Account

Please retain this portion for your files.

Cardmember Name: DAVID L GOLDMAN
Account Number:
Closing Date: 07-29-92

For fast balance and payment information, call our automated service line at 1-800-292-AMEX using a touch tone phone. Please have your account number ready.
If you have a question about your account, call 1-800-528-4800 (24 hours/7 days).

Page 1 of 4

Amex Ref. No.	Item No.	Listing of Charges and Credits		Charges	Credits
560204-2		REVERSAL OF PREVIOUS TEMPORARY CREDIT DATE OF ABOVE 07/22		~~80.66~~	Hutter credit not included
875204-2	001	ZABARS NEW YORK NY		104.92	
050211-2	002	SHERATON N Y HTL/TOWERS NEW YORK NY INV#437088		26,500.00	(892.45)
050211-2	003	SHERATON N Y HTL/TOWERS NEW YORK NY INV#636995		3,669.68	
501188-2	004	FILENES BASEMENT BOSTON 015006348 KNIT SHIRTS	BSMT MA 07/05/92	~~41.66~~	
501195-2	005	EXPRESS WEEKENDS NEW YORK NY EC0414D13 ANNUAL FEE - COMPANION	08/01/92 NY	~~125.00~~	
501203-2	006	SHERATON CENTER HOTENEW YORK 456594381 LODGING	07/17/92 NY	1.50	Total ~~2489.08~~ 2489.08
501203-2	007	SHERATON CENTER HOTENEW YORK 456594381 LODGING	07/17/92 NY	58.50	
501203-2	008	SHERATON CENTER HOTENEW YORK 456594381 LODGING	07/18/92 NY	204.99	
501203-2	009	SHERATON CENTER HOTENEW YORK 456594381 LODGING	07/17/92 NY	208.71	
501203-2	010	SHERATON CENTER HOTENEW YORK 456594381 LODGING	07/17/92 NY	244.58	
501203-2	011	SHERATON CENTER HOTENEW YORK 456594381 LODGING	07/17/92 NY	726.90	
501203-2	012	SHERATON CENTER HOTENEW YORK 456594381 LODGING	07/17/92 NY	1,043.19	
501203-2	013	RISTORANTE SCHIFINO BOSTON 106017786 FOOD/BEV	07/21/92 MA	71.16	
501209-2	014	TICKETMASTER NY 20 NEW YORK 0400937 TICKETS	07/26/92 NY	257.25	
			PAGE TOTAL	33,357.36	.00

Payments or credits received after closing date above will appear on next month's statement.

Stolen or Lost cards don't just happen to others. Be prepared.
Join Credit Card Registry now! Call 1-800-CCR-AMEX for information.

TCF 7000166

Please see reverse side for important information.

TRAVEL RELATED SERVICES

9704431/8447799

TRAVEL RELATED SERVICES

Cardmember Name: DAVID L GOLDMAN | Account Number: [redacted] | Closing Date: 07-29-92 | Page 2 of 4

Amex Ref. No.	Item No.	Listing of Charges and Credits		Charges	Credits
501211-2	015	THE BLACK GOOSE BOSTON MA 000201180 FOOD AND BEVERAGE	07/29/92	49.77	
			PAGE TOTAL	49.77	.00
			ACCOUNT TOTAL	$33,407.15	$.00

Statement of Sign & Travel® Account

YOUR SIGN & TRAVEL ACCOUNT IS PAST DUE

Account No: [redacted]

Creditor: AMERICAN EXPRESS CENTURION BANK

Closing Date: 07-29-92

Previous Balance	Payments/Credits	New Charges	FINANCE CHARGE	New Balance
2,571.86	.00	.00	35.96	2,607.84

Reference Number	Item No.	Posting Date	Description of Transaction	Charges	Credits

Finance Charge Schedule

Balance(s) to Which Rate Applies	Average Daily Balance	Daily Periodic Rate	ANNUAL PERCENTAGE RATE
ALL	2589.23	.0448%	16.40%

Minimum Payment Includes		Payment Due Date: 08-23-92
Past Due Amount	This Month's Payment	
72.00	73.00	Minimum Payment ▶ $145.00

Important Sign & Travel Account Information

Amendment to Minimum Payment Terms

Prior to January 1, 1993, the Sign & Travel Account Agreement (the "Agreement") required a Minimum Payment of 1/24th of the New Balance of your Sign & Travel Account, but not less than $20 or the entire New Balance if less than $20. After January 1, 1993, the Agreement is amended to require a Minimum payment of 1/36th of the New Balance, but not less than $20 or the entire New Balance if less than $20. If you wish, you can always pay more than the Minimum Payment.

Finance Charge

To calculate the Finance Charge, we multiply the Daily Periodic Rate by the Average Daily Balance during the billing period. Then we multiply the product by the number of days in the billing cycle. To get the Average Daily Balance, we take the beginning balance of the Sign & Travel Account each day, add any new Sign & Travel Charges and accrued and unpaid Finance Charges (except such Finance Charges will not be included for residents of CO, IA, ME, NC and PR), and subtract any payments or credits. Then we add up the daily balances for the billing period and divide by the number of days in the billing period. This gives us the Average Daily Balance. This method of computation of the Average Daily Balance results in compound interest (except for residents of CO, IA, ME, NC and PR).

Payments

Mail your payment in the enclosed envelope or to the address for payments listed on the back of your Card Account statement. Remember, your payment each month should be for at least the Minimum Amount Due or the Total Amount Due, whichever appears on the Card Account Statement. Either amount includes the Sign & Travel Minimum Payment shown above and the balance due on your Card Account. If you want to pay more than the Minimum Payment (up to the entire Sign & Travel New Balance), enter your payment for the larger amount and the excess will be applied to your Sign & Travel Account.

How to avoid additional Finance Charges

You have the right to pay the entire New Balance of your Sign & Travel Account at any time without penalty. No Finance Charge will be assessed in any billing period in which there are no new Sign & Travel Charges and payments or credits received before the Payment Due Date equal or exceed the previous balance. The Payment Due Date is 25 days after the Closing Date of the Sign & Travel Statement.

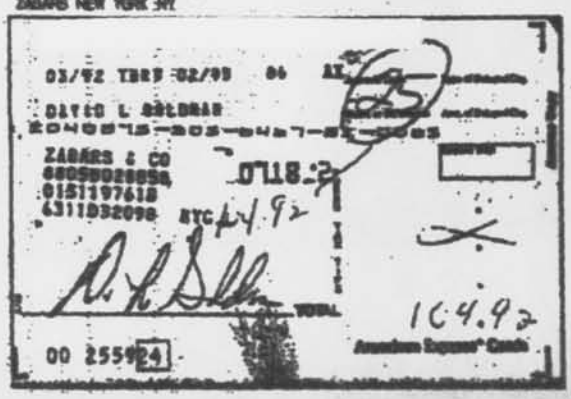
Finance Charge Information for Certain Cardmembers

If (i) as to [illegible] the monthly fee for your Sign & Travel Account was not American Express Centurion Bank and you have not thereafter refused your Sign & Travel Account to carry ("Qualified Accounts") and (ii) a Sign & Travel Charge has not been posted to your Qualified Account on or after 7/1/89 (8/1/89 for billing addresses in IA and NJ, 10/1/89 for CO and OK, 12/1/89 for IN, KS, and WV, 2/1/90 for WI), then (a) no additional Finance Charges will be assessed if you pay the entire New Balance before the Payment Due Date and (b) no Finance Charge will be assessed in any billing period in which there is no previous balance.

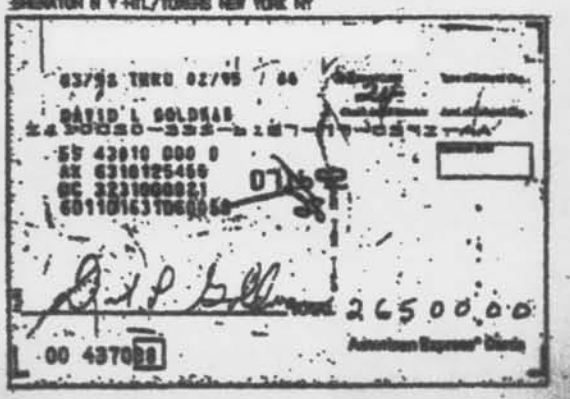
Billing Inquiries

For all billing inquiries concerning your Sign & Travel Account, contact American Express, Customer Service Department, 777 American Expressway, Ft. Lauderdale, Florida 33337 or 1-800-528-4800. See the reverse side of the first page of your Card Account statement for additional information concerning billing inquiries.

ITEM 001 $104.92
ZABARS NEW YORK NY



ITEM 002 $26,500.00
SHERATON N Y HTL/TOWERS NEW YORK NY



9704337/8473C

TCF 7000167

ITEM 011 $726.90
SHERATON CENTER HOTEHEW YORK NY

07/17/92

SHERATON CENTER HOTEHEW YORK NY

ARRIVAL DATE 07/10/92 DEPARTURE DATE 07/17/92 # OF NIGHTS 07
RDC NUMBER 16690

S/E # 6310125455 TAX $18.78
TOTAL CHARGE AMOUNT $726.90

ITEM 012 $1,043.19
SHERATON CENTER HOTEHEW YORK NY

07/17/92

SHERATON CENTER HOTEHEW YORK NY

LODGING
DELAYED CHARGE
RDC NUMBER 18490

S/E # 6310125455 TAX $22.54
TOTAL CHARGE AMOUNT $1,043.19

ITEM 013 $71.16
RISTORANTE SCHIFFINO BOSTON MA

07/21/92 108017788

RISTORANTE SCHIFFINO BOSTON MA

FOOD/BEV $61.16
TIP $10.00

S/E # 2201047271
TOTAL CHARGE AMOUNT $71.16

ITEM 014 $257.25
TICKETMASTER NY 20 NEW YORK NY

07/28/92 0400697

TICKETMASTER NY 20 NEW YORK NY

TICKETS

S/E # 6916680097
TOTAL CHARGE AMOUNT $257.25

ITEM 015 $49.77
THE BLACK GOOSE BOSTON MA

07/29/92 000201150

THE BLACK GOOSE BOSTON MA

FOOD AND BEVERAGE

S/E # 2201099252
TOTAL CHARGE AMOUNT $49.77

PRIVILEGES UPDATE

FAMILY
Discover the Berkshires

Discover the Berkshires of Western Massachusetts with the American Express® Card. Enjoy summer festivals of music, theatre and dance. For a free guide, call the Berkshire Visitors Bureau 1-800-237-5747.

PRIVILEGES UPDATE

LONG DISTANCE CONNECTIONS
Five dollars in free calling when you make long distance calls with The Card.

Use CorrectPlus from American Express and MCI to make long distance calls when you're away from home and receive $5 in free calling. There is no charge to enroll and all charges will appear in full detail on your American Express billing statement. Call 800-877-8052 today.

TRAVEL RELATED SERVICES

Cardmember Name: DAVID L GOLDMAN | Account Number | Closing Date: 07-29-92 | Page 3 of 4

ITEM 003 — $3,669.68
SHERATON N Y HTL/TOWERS NEW YORK NY

DAVID L. GOLDMAN #23
Signature On File TOTAL 3669.68
American Express® Cards

ITEM 004 — $41.00
FILENES BASEMENT BOSTON BSMT MA

Date of Charge: 07/06/92
FILENES BASEMENT BOSTON BSMT MA

KNIT SHIRTS
KNIT SHIRTS
MENS DRESS SHIR
KNIT SHIRTS
ROC NUMBER 05348

S/E # 2205700669
TOTAL CHARGE AMOUNT $41.00

ITEM 005 — $135.00
EXPRESS WEEKENDS NEW YORK NY

Date of Charge: 08/01/92
EXPRESS WEEKENDS

ANNUAL FEE - COMPANION MEMBERSHIP

S/E # 6317800821
TOTAL CHARGE AMOUNT $135.00

ITEM 006 — $1.50
SHERATON CENTER HOTENEW YORK NY

Date of Charge: 07/17/92
SHERATON CENTER HOTENEW YORK NY

ARRIVAL DATE 07/10/92 DEPARTURE DATE 07/17/92 # OF NIGHTS 07
ROC NUMBER 15718

S/E # 6310125455
TOTAL CHARGE AMOUNT $1.50

ITEM 007 — $58.50
SHERATON CENTER HOTENEW YORK NY

Date of Charge: 07/17/92
SHERATON CENTER HOTENEW YORK NY

LODGING
DELAYED CHARGE
ROC NUMBER 15489

S/E # 6310125455
TAX $3.00
TOTAL CHARGE AMOUNT $58.50

ITEM 008 — $204.99
SHERATON CENTER HOTENEW YORK NY

Date of Charge: 07/18/92
SHERATON CENTER HOTENEW YORK NY

ARRIVAL DATE 07/17/92 DEPARTURE DATE 07/18/92 # OF NIGHTS 01
ROC NUMBER 15490

S/E # 6310125455
TAX $10.70
TOTAL CHARGE AMOUNT $204.99

ITEM 009 — $208.71
SHERATON CENTER HOTENEW YORK NY

Date of Charge: 07/17/92
SHERATON CENTER HOTENEW YORK NY

LODGING
DELAYED CHARGE
ROC NUMBER 15487

S/E # 6310125455
TAX $10.72
TOTAL CHARGE AMOUNT $208.71

ITEM 010 — $244.58
SHERATON CENTER HOTENEW YORK NY

Date of Charge: 07/17/92
SHERATON CENTER HOTENEW YORK NY

LODGING
DELAYED CHARGE
ROC NUMBER 15482

S/E # 6310125455
TAX $11.62
TOTAL CHARGE AMOUNT $244.58

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TCF 7000169

Correction - Schedule

SCHEDULE FOR PAUL E. TSONGAS

Monday, July 13, 1992

8:00 - 9:00 a.m.	Sperling Breakfast for the Christian Science Monitor, in the Rendezvous Trianon Room of the New York Hilton & Towers, 1335 Avenue of the Americas (at 53 St.) Contact: Joan Merow
9:30 - 10:15	meeting with the New York delegation, at the Sheraton New York - place to be determined.
10:30 - 11:30	coffee session with 8 - 12 senior editors and writers from US News and World Report at Toots Shor's, 233 West 33 Street, through Pat Lute,
1:00 - 3:00 pm	meeting with all of the Tsongas delegates - in the Sheraton Exposition Center in the Lower Lobby of the Sheraton-New York, 811 7th Avenue,
3:30 pm	interview for BBC Television News, through Mark Damazer,
4:00 -4:30	Joint interview with Cassie Seifert for Reuters & The Nightly Business Report, through Mark Koslow,
	both of these from the Garden, possibly in the foreign broadcasters area.
7:00 - 10:00 pm	visit the Sky Boxes and Radio Jungle on the upper levels of Madison Square Garden, being scheduled.
7:20 - 7:40	live interview with Nathalie Jacobson, Ch. 5, from sky box 1001, level 10 of the Garden, through Candy Altman

? 11:30 - 4:00 pol. leaders + party delegations - Rep. leaders of Labor Party; 10 MP's fr. Russia; 35 fr. Germany - pol. leaders of FDP, Christian Dem., Fr. Policy spokesman SDP Adolfo Suarez, ex-Pres. of Spain. E. Europe - 5 fr. Hungary - party leaders Atwood - Please [illegible] Jean Dixon 4:30

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SCHEDULE FOR PAUL E. TSONGAS

8:30 - 8:50	Newsmaker interview for MacNeil Lehrer, probably with Judy Woodruff, from Booth 8 (1012). Level 10 of the Garden, Shannon Bradley,
9:30 - 10:00	half hour live interview with Linda Wertheimer, NPR, through John Ogulnik, 202-822-2244. You will follow Wofford, and precede Kerrey. From sky box 1015, level 10 (tower A).
10:30 - 10:45	12 min. live interview with Steve Adubato, Ch. 9, WOR NY, from sky box 19, level 9 of the Garden. through Kevin Schwab,
	return to Sheraton New York

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SCHEDULE FOR PAUL E. TSONGAS

Wednesday, July 15, 1992

DAY OFF

12:00 - 1:00	speech rehearsal time from the Podium, through Jim Denbo,
2:00 pm	M/A-COM Telephonic Board Meeting - from the Sheraton
6:00 - 8:00	"Justice for Cyprus" demonstration outside the Garden on 8th Avenue at 33rd Street, through Phil Christopher and Savas Tsivicos, who are both staying at the Sheraton New York.
8:39 pm	address the Convention (20 min.)
10:00 pm	interview with Dan Rather from the NBC skybox

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SCHEDULE FOR PAUL E. TSONGAS

Thursday, July 16, 1992

7:50 - 8:20 am	appear on the "Today Show" with Bryant Gumbel, 30 Rockefeller Plaza, between 49 & 50, through Audrey Kolina,
8:30 - 9:30 am	breakfast with 9 editors and writers from Fortune Magazine, in the '1271 Club' of the Time-Life Building, 6th Ave. between 50 & 51 Sts. - enter at 50th St. entrance where you will be met. Suneel Ratan,
	rest of day open for media etc.
	evening in the Garden for Clinton's speech

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SCHEDULE FOR PAUL E. TSONGAS

Friday, July 17. 1992

7:45 - 8:25 am	appear on CBS "This Morning" from the Garden, possibly sky box 970, through Chrissie McHenry (NY Bureau) or at the Parker Meridien.
	return to Boston on the US Air shuttle

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SCHEDULE FOR PAUL E. TSONGAS

Tuesday, July 14, 1992

7:50 - 8:23 am	appear on "Good Morning, America" at the ABC Studios, 24 West 67 Street, through Rita Barry, 'What kind of change needs to take place for the 2 parties?
9:00 - 10:00	delegate meetings
12:30 - 1:30 p.m.	Newsweek lunch at their headquarters, 444 Madison Avenue (between 49 & 50 Sts.) in the "Top of the Week" on the 40th floor. 15 editors. Contact: Sally Baker,
	rest and speech preparation
7:00 - 7:45	appear on C-Span with Susan Swain for the Convention dinner break, from their studios at 2 Penn Plaza, West 33 Street entrance. Through Sarah Traherne,
8:00 - 10:00	press from the Garden
10:30 pm - 2:00 am	Tsongas delegate party at the Tavern on the Green, Central Park West at 67th St.,

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COVINGTON & BURLING
1201 PENNSYLVANIA AVENUE, N.W.
P.O. BOX 7566
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46 HERTFORD STREET
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BRUSSELS CORRESPONDENT OFFICE
44 AVENUE DES ARTS
BRUSSELS 1040 BELGIUM
TELEPHONE: 32-2-512 9890
TELEFAX: 32-2-502-1598

CHARLES F.C. RUFF
DIRECT DIAL NUMBER
(202) 662-5378

September 1, 1993

Carmen Johnson, Esquire
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

MUR 3585

93 SEP -2 PM 12:27

Re: Elkin McCallum

Dear Ms. Johnson:

This will confirm our discussion of last week concerning Mr. McCallum's deposition.

As I told you, we have reached an understanding with the Department of Justice concerning Mr. McCallum's status, and he is prepared to respond fully to any questions the Commission wishes to put to him. As I understand it, however, the Commission would prefer to postpone resumption of his deposition until the conclusion of the Rizzo trial, and we will therefore await further word from you concerning scheduling.

Thank you for your courtesy in this matter.

Sincerely,

Charles Ruff

Charles F.C. Ruff

/owt

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FEDERAL ELECTION COMMISSION
MAIL UNIT

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

SENSITIVE

September 10, 1993

MEMORANDUM

TO: The Commission

FROM: Lawrence M. Noble
General Counsel

Kim Bright-Coleman
Associate General Counsel

Lorenzo Holloway
Acting Assistant General Counsel

Delanie DeWitt Painter
Attorney

Kristen R. L. Fraser
Attorney

SUBJECT: MUR 3585 - Department of Justice Request for Delay of Investigation

On August 20, 1993, the Office of General Counsel received a letter from Craig Donsanto of the Department of Justice, Public Integrity Section, Election Crimes Branch. Attachment. This letter (the "DOJ Letter") followed several discussions between Mr. Donsanto and staff of this Office. The DOJ Letter requests that the Commission assist the Department of Justice by coordinating administrative enforcement actions and discovery relating to Nicholas A. Rizzo and and other individuals connected to the Tsongas for President Committee ("the Committee"). This coordination would include delaying depositions previously scheduled by the Commission as well as other administrative actions and discovery pending either a guilty plea by Mr. Rizzo or the conclusion of the criminal trial with a verdict, whichever is earlier.

On April 12, 1993, the Commission found reason to believe that Thomas D. Kelley Jr., Michael Spinelli, Peter B. Caloyeras, Lawrence Ansin, Elkin McCallum, Anastasios Kalogianis, Roger Trudeau, and William Berg violated 2 U.S.C. § 441a(a)(1)(A) by making contributions in the form of loans to the Committee in excess of their individual contribution limitations. The Commission also found reason to believe that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Nicholas A. Rizzo, but

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intending it to benefit the Committee. Moreover, the Commission found reason to believe that Nicholas A. Rizzo knowingly and willfully violated 2 U.S.C. §§ 432(b)(1) and (3); 2 U.S.C. § 432(a); 2 U.S.C. § 432(h); 2 U.S.C. § 441a(a)(1)(A) and 11 C.F.R. §§ 110.9(a) and 116.5(b); 2 U.S.C. § 441a(f); and 2 U.S.C. § 441b and 11 C.F.R. § 114.2(c), but held the investigation in abeyance with regard to Mr. Rizzo pending the outcome of criminal proceedings against him. In addition, the Commission issued subpoenas to Roger Trudeau and William Berg and authorized this Office to depose the respondents and other individuals related to this matter, including the candidate, Senator Paul E. Tsongas, and Dennis Kanin, the campaign manager.

The DOJ Letter states that the criminal trial of Nicholas Rizzo will begin shortly after Labor Day, and will conclude by the end of October, 1993.1/ The Department of Justice ("DOJ") considers the trial to be one of its "more significant white collar crime cases." Attachment, Page 2. Moreover, individual lenders solicited by Mr. Rizzo will be critical government witnesses at the trial, who have been promised immunity from criminal prosecution by the DOJ if they testify.2/

Moreover, the DOJ Letter states that parallel administrative proceedings against these witnesses by the Commission would be detrimental to the successful preparation and trial of the case against Mr. Rizzo. The Commission's investigation immediately before the trial begins would make witnesses reluctant to testify and could create the risk of producing exculpatory statements by the witnesses which the prosecution would have to provide to the defense.

Therefore, the DOJ requests that the Commission assist in the prosecution of the case by "coordinating with us administrative enforcement actions, interviews and interrogatories involving the activities of Nicholas Rizzo and those who dealt with the Paul Tsongas campaign through Nicholas Rizzo." Attachment, Page 2. This coordination would extend through the date the defendant pleads guilty, or the date that the trial has been concluded by a verdict being rendered. Specifically, the DOJ requests that during this time period the Commission defer administrative action, interviews and interrogatories related to this matter. If the Commission chooses to pursue administrative action and discovery during this period, the DOJ requests that the Commission notify the DOJ prior to taking any administrative action related to this matter, and be guided by the tactical advice provided by the

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1/ However, Joseph Savage of the United States Attorney's Office prosecuting Mr. Rizzo subsequently told staff of this Office that the trial will not begin until October.

2/ This grant of immunity does not limit the Commission's enforcement jurisdiction over these individuals.

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DOJ. Moreover, at the Commission's request, the DOJ will review a list of the Commission's prospective witnesses and respondents and notify the Commission which respondents are not involved in the criminal trial.

Mr. Donsanto recognizes that these requests will disrupt the Commission's enforcement and audit obligations. Therefore, he agrees that the DOJ will make a good faith effort to provide factual information concerning this matter to the Commission including: 1) Trial transcripts of witness testimony following the appearance of the witness; 2) Federal Bureau of Investigation witness interview reports (FD-302s); and 3) responses to general factual inquiries from the investigative files. Other than the trial transcripts, this information would be provided after the conclusion of the trial, and would be limited by government privileges.

This Office has conducted depositions of three respondents, Roger Trudeau, Anastasios Kalogianis and Elkin McCallum, and issued interrogatories to several other individuals. Depositions of Senator Paul E. Tsongas, Dennis Kanin, George Kokinos, David Goldman, Michael Spinelli, and Carla Maria Degnan were scheduled for August 16-24, 1993. Since the depositions and materials submitted by Roger Trudeau and Anastasios Kalogianis provided evidence that Senator Tsongas and Dennis Kanin may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), this Office planned to recommend that the Commission make reason to believe findings concerning Senator Tsongas and Dennis Kanin prior to conducting the depositions. However, based on our discussions with Mr. Donsanto, the depositions scheduled for August 16-24, 1993 were indefinitely postponed. Moreover, this Office has held in abeyance the report recommending reason to believe findings against Senator Tsongas and Mr. Kanin.

This Office has several concerns about the DOJ request. Our first overall concern is that since the Commission is independent of the DOJ, we should prevent our audit and enforcement investigations from becoming intertwined with the criminal prosecution of Mr. Rizzo by the DOJ. Given the independence of this agency, the Commission cannot agree to always advise the DOJ prior to taking administrative actions related to this matter, nor can we agree to be guided by the DOJ's tactical advice. Moreover, we note that the delay will have an impact not only on MUR 3585, but also on the audit of the Committee. The issues related to Mr. Rizzo's activities are inextricably linked to findings and repayment determinations in the audit. Thus, the audit cannot be completed until the issues related to this matter are resolved through our investigation. Further, it is not entirely clear that the information ascertained during the criminal trial will clarify the facts concerning involvement by the candidate and the Committee in the activities at issue. The evidence suggests that Mr. Rizzo functioned as an agent of the Committee in soliciting excessive

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contributions from individual lenders, and that other Committee staff and the candidate may have been involved in soliciting these excessive contributions. Finally, we note that since the Commission's agreement to delay this matter is at the discretion of the Commission, the agreement should be subject to reconsideration if the trial extends beyond the end of October, or if at any time the agreement with the DOJ does not appear to be working.

Therefore, the Office of General Counsel recommends that the Commission agree to delay its investigation in this matter pending the conclusion of the criminal trial of Nicholas Rizzo, a guilty plea by Mr. Rizzo, or October 28, 1993, whichever is earlier. Moreover, we recommend that the Commission postpone further processing of the audit of the Tsongas for President Committee until our investigation in this matter is complete, but not later than December 31, 1993. Finally, we recommend that the Commission reconsider this agreement at the end of October, or at any prior date when the agreement does not appear to be working in the best interests of the Commission. At that time, the Commission may decide whether to cooperate further with the DOJ by advising the DOJ of subsequent administrative actions.

RECOMMENDATIONS

The Office of General Counsel recommends that the Commission:

1. Delay the Commission's investigation in MUR 3585 pending the earlier of the conclusion of the criminal trial of Nicholas A. Rizzo, a guilty plea by Mr. Rizzo, or October 28, 1993.

2. Postpone further processing of the audit of the Tsongas for President Committee until our investigation in this matter is complete, but not later than December 31, 1993.

3. Reconsider this agreement at the end of October, or at any prior date when the agreement does not appear to be working in the best interests of the Commission, and decide at that time whether to cooperate further with the DOJ.

4. Approve the appropriate letter.

Attachment

Letter from Craig Donsanto, Director, Election Crimes Branch, Public Integrity Section, Department of Justice

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FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS/BONNIE J. ROSS
COMMISSION SECRETARY

DATE: SEPTEMBER 13, 1993

SUBJECT: MUR 3585 - MEMORANDUM TO THE COMMISSION DATED SEPTEMBER 10, 1993.

The above-captioned document was circulated to the Commission on Friday, September 10, 1993 at 12:00.

Objection(s) have been received from the Commissioner(s) as indicated by the name(s) checked below:

Commissioner Aikens	
Commissioner Elliott	
Commissioner McDonald	
Commissioner McGarry	
Commissioner Potter	
Commissioner Thomas	XXX

This matter will be placed on the meeting agenda for Tuesday, September 28, 1993.

Please notify us who will represent your Division before the Commission on this matter.

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FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS/BONNIE J. ROSS
COMMISSION SECRETARY

DATE: SEPTEMBER 16, 1993

SUBJECT: MUR 3585 - MEMORANDUM TO THE COMMISSION DATED SEPTEMBER 10, 1993.

The above-captioned document was circulated to the Commission on Friday, September 10, 1993 at 12:00 p.m. .

Objection(s) have been received from the Commissioner(s) as indicated by the name(s) checked below:

Commissioner Aikens	_____
Commissioner Elliott	_____
Commissioner McDonald	XXX
Commissioner McGarry	_____
Commissioner Potter	_____
Commissioner Thomas	_____

This matter will be placed on the meeting agenda for Tuesday, September 28, 1993.

Please notify us who will represent your Division before the Commission on this matter.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3585
Department of Justice Request for Delay of Investigation	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on September 28, 1993, do hereby certify that the Commission decided by a vote of 5-1 to take the following actions in MUR 3585:

1. Delay the Commission's investigation in MUR 3585 pending the earlier of the conclusion of the criminal trial of Nicholas A. Rizzo, a guilty plea by Mr. Rizzo, or October 28, 1993.

2. Postpone further processing of the Audit of the Tsongas for President Committee until our investigation in this matter is complete, but not later than December 31, 1993.

3. Reconsider this agreement at the end of October, or at any prior date when the agreement does not appear to be working in the best interests of the Commission, and decide at that time whether to cooperate further with the DOJ.

(continued)

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4. Approve the appropriate letter as recommended in the General Counsel's memorandum dated September 10, 1993.

Commissioners Aikens, Elliott, McGarry, Potter, and Thomas voted affirmatively for the decision; Commissioner McDonald dissented.

Attest:

9-24-93
Date

Marjorie W. Emmons
Secretary of the Commission

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 1, 1993

Craig C. Donsanto, Esq.
Director, Election Crimes Branch
Public Integrity Section
Criminal Division
United States Department of Justice
Washington, DC 20530

RE: MUR 3585

Dear Mr. Donsanto:

This letter responds to your letter dated August 10, 1993, in which you request that the Federal Election Commission ("the Commission") assist the Department of Justice ("DOJ") by coordinating with DOJ administrative enforcement actions and discovery relating to Nicholas A. Rizzo and and other individuals connected to the Tsongas for President Committee ("the Committee"). On September 28, 1993, the Commission decided to delay its investigation related to these individuals pending the earlier of the conclusion of the criminal trial of Mr. Rizzo, or a guilty plea, or October 28, 1993. In addition, the Commission decided to postpone further processing of the audit of the Committee until our investigation in this matter is complete, but not later than December 31, 1993. Accordingly, the Office of General Counsel did not proceed with the depositions originally scheduled for August, 1993.

In return for this cooperation and forbearance, you have agreed to provide us with 1) prompt trial transcripts; 2) Federal Bureau of Investigation witness interview reports (FD-302s); and 3) responses to the Commission's general factual inquiries from the investigative files related to this matter.

As you recognize, the requested delay will disrupt the Commission's investigation and audit obligations. The Commission's independent enforcement authority gives it the responsibility to act expeditiously in the conduct of investigations and audits. The Commission reserves the right to continue any internal proceedings that do not involve contact with witnesses. Moreover, the Commission will reconsider this agreement if no verdict or plea is reached by October 28, 1993, if DOJ fails to provide information and trial transcripts as

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described in your letter, or if the agreement otherwise appears not to be in the Commission's best interests.

The Commission appreciates your offer to provide us with information. If you have any questions, please contact me at (202)219-3690.

Sincerely,

Kim Bright-Coleman

Kim Bright-Coleman
Associate General Counsel

cc: Joseph F. Savage, Jr.
Assistant United States Attorney

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Nicholas A. Rizzo, et. al.)
) MUR 3585
)

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On April 12, 1993, the Commission found reason to believe that Nicholas A. Rizzo knowingly and willfully violated 2 U.S.C. §§ 432(b)(1) and (3); 2 U.S.C. § 432(a); 2 U.S.C. § 432(h); 2 U.S.C. § 441a(a)(1)(A) and 11 C.F.R. §§ 110.9(a) and 116.5(b); 2 U.S.C. § 441a(f); and 2 U.S.C. § 441b and 11 C.F.R. § 114.2(c), but held the investigation in abeyance with regard to Mr. Rizzo pending the outcome of criminal proceedings against him. Moreover, the Commission found reason to believe that Thomas D. Kelley, Jr., Michael Spinelli, Peter B. Caloyeras, Lawrence Ansin, Elkin McCallum, Anastasios Kalogianis, Roger Trudeau, and William Berg violated 2 U.S.C. § 441a(a)(1)(A) by making contributions in the form of loans to the Tsongas for President Committee ("the Committee") in excess of their individual contribution limitations.[1/] The Commission also found reason to believe that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Nicholas A. Rizzo, but intending it to benefit the Committee.

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1/ On June 22, 1993, the Commission declined to enter into conciliation with Mr. Kalogianis, Mr. Spinelli, Mr. Kelley, Mr. McCallum, Mr. Caloyeras, Mr. Trudeau, and Mr. Berg; took no further action against Mr. Ansin and closed the file as it pertains to Mr. Ansin, who is deceased.

In addition, the Commission issued subpoenas to Roger Trudeau and William Berg and authorized this Office to depose the respondents and other individuals related to this matter, including the candidate, Senator Paul E. Tsongas, and Dennis Kanin, the campaign manager. This Office conducted depositions of three respondents, Roger Trudeau, Anastasios Kalogianis and Elkin McCallum on July 12, and 13, 1993, and issued interrogatories to several other individuals. Depositions of Senator Paul E. Tsongas, Dennis Kanin, George Kokinos, David Goldman, Michael Spinelli, and Carla Maria Degnan were scheduled for August 16-24, 1993.[2/] Since the depositions and materials submitted by Roger Trudeau and Anastasios Kalogianis provide evidence that Senator Tsongas and Dennis Kanin may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"), this Office planned to recommend that the Commission make reason to believe findings concerning Senator Tsongas and Dennis Kanin prior to conducting their depositions.

On August 20, 1993, the Office of General Counsel received a letter from Craig Donsanto of the Department of Justice, Public Integrity Section, Election Crimes Branch. The letter requested that the Commission assist the Department of Justice ("DOJ") by coordinating administrative enforcement actions and discovery relating to Nicholas A. Rizzo and other individuals connected to the Committee. Specifically, the requested

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2/ Other than Mr. Spinelli, who is a respondent, the subpoenas to these individuals indicated that the Commission considers them non-respondent witnesses at this point in the investigation.

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coordination included delaying depositions previously scheduled by the Commission as well as other administrative actions and discovery pending the earlier of either a guilty plea by Mr. Rizzo or the conclusion of the criminal trial with a verdict. Based on discussions between this Office and Mr. Donsanto, the depositions scheduled for August 16-24, 1993 were indefinitely postponed. Moreover, this Office held in abeyance this report, recommending reason to believe findings against Senator Tsongas and Mr. Kanin.

In a memorandum dated September 10, 1993, this Office recommended that the Commission agree to the DOJ request subject to certain conditions. On September 28, 1993, the Commission decided to: delay investigation in this matter pending the earlier of the conclusion of the criminal trial of Nicholas A. Rizzo, a guilty plea by Mr. Rizzo, or October 28, 1993; postpone further processing of the audit of the Committee until our investigation in this matter is complete, but not later than December 31, 1993; and, reconsider this agreement at the end of October, or at any prior date when the agreement does not appear to be working in the best interests of the Commission, and decide at that time whether to cooperate further with the DOJ.

At the eve of trial, Mr. Rizzo agreed to a plea bargain, and pled guilty on October 13, 1993. Attachments 1 and 2. The plea bargain agreement included guilty pleas to 26 counts, and dropped the remaining 23 counts of the superseding indictment

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dated June 16, 1993.[3] Thus, Mr. Rizzo pled guilty to: mail fraud; transactions with proceeds of illegal activity; violating campaign contribution limitations (2 U.S.C. § 441a(a)(1)(A)); causing the Committee to file false reports with the Commission; making false statements in response to a Commission subpoena; and criminal forfeiture for money laundering. The plea bargain agreement states that the U.S. Attorney "does not compromise any civil liability Defendant may have incurred or may incur as a result of his conduct and his plea of guilty." Attachment 1, page 2. The agreement further states that the agreement "is limited to the U.S. Attorney for the District of Massachusetts, and cannot bind the Attorney General of the United States, or any other federal, state, or local prosecutive authorities." Attachment 1, page 3. Subsequently, on November 24, 1993, Mr. Donsanto provided materials including a transcript of Mr. Rizzo's plea bargain hearing and a number of Federal Bureau of Investigation witness interview reports (FD-302s) in accordance with the DOJ's agreement to provide these materials to the Commission.

Mr. Rizzo was sentenced to serve 52 months incarceration and to pay a $600,000 fine and restitution of $899,000 for these criminal offenses. Attachment 3. However, since Mr. Rizzo has virtually no assets, it is unlikely that he will ever make

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3/ It should be noted that the plea bargain does not include a discussion of agreed upon facts, and the superseding indictment includes only the bare outlines of the facts concerning Mr. Rizzo's election law violations.

restitution to the lenders. Id. Mr. Rizzo will self-report to a federal prison on January 18, 1994. Id.

Because of Mr. Rizzo's guilty plea, the Commission has no continuing obligation to delay investigation of this matter. Therefore, we have resumed our investigation and we plan to conduct additional depositions as soon as possible. Since we plan to depose Senator Paul E. Tsongas and Dennis Kanin, we recommend that the Commission make reason to believe findings concerning Senator Tsongas and Dennis Kanin at this time, so that they will be aware that they are respondents in this matter at the time of their depositions.

II. FACTUAL AND LEGAL ANALYSIS

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(B). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A). No candidate or political committee shall knowingly accept any contribution made in violation of the limitations on contributions, and no officer or employee of a political committee shall knowingly accept a contribution made for the benefit or use of a candidate in violation of any

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limitation imposed on contributions. 2 U.S.C. § 441a(f); 11 C.F.R. § 110.9(a).

A. Senator Paul E. Tsongas

During the deposition of Anastasios Kalogianis, one of the individual respondents in this matter, Mr. Kalogianis stated that Senator Paul E. Tsongas was involved in the solicitation of a $49,000 loan to the Committee from Mr. Kalogianis. Attachment 4, pages 4, 9-13, 19, 23, 29-30, 32-34, 36-39, 40. According to Mr. Kalogianis, he met Senator Tsongas and Nick Rizzo at a picnic at St. Constantine's Greek Orthodox Church on September 8, 1991. Attachment 4, page 4, 10. They sat together at a table and both Senator Tsongas and Mr. Rizzo "expressed the need for money and that they were in great need for money, and their problem was money." Attachment 4, page 11. Mr. Kalogianis agreed to give a $1,000 contribution to the campaign, and to loan $49,000 to the campaign over the course of a year:

> Q In the meeting you had with Paul Tsongas, Nick Rizzo and yourself, you had - come to an agreement that you would loan the campaign, over and above the $1,000 contribution you made, $49,000 over the course of the following year?
> A Yes.
> Q What did Paul Tsongas say in regards to the loan?
> A He thanked me for it.
>
> Attachment 4, pages 12-13, 21.

Senator Tsongas was present throughout this conversation. Id., Page 19.

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Mr. Kalogianis testified that he made loans intended to benefit the Committee totaling $249,000.[4/] Attachment 4. Mr. Kalogianis further testified that he believes that Senator Tsongas was aware of all of his loans. Attachment 4, pages 9, 30, 32-33, 36-37. Senator Tsongas thanked Mr. Kalogianis repeatedly, told him that without his help the campaign would not be successful, and sat with him at campaign events to show his appreciation. Id. Pages 9, 36. Mr. Kalogianis stated: "I was like the savior of the campaign. Nick and Paul [said] 'You are the number one person in our campaign.'" Id., page 36. Moreover, Mr. Kalogianis produced a letter dated December 24, 1991, and signed "Paul Tsongas" which states, in part, "It could not have been possible to sustain ourselves to this point without your help.... If you and Nick [Rizzo] can get together and structure some additional financial assistance, then 'we'll be off to the races.'" Attachment 4, Page 40.

Moreover, there is evidence that Senator Tsongas may have been involved in soliciting loans from Elkin McCallum,

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4/ In addition to a $1,000 contribution check on September 9, 1991, Mr. Kalogianis wrote six loan checks intended to benefit the Committee between September, 1991 and January, 1992. Five checks were made payable to the Committee: $10,000 on September 9, 1991; $15,000 on September 25, 1991; $24,000 on October 3, 1991; $35,000 on December 9, 1991; and $65,000 on December 6, 1991. The final loan check, for $100,000, was made payable to Mr. Rizzo but intended to benefit the Committee.

another respondent.[5/] According to responses to interrogatories by Cindi Parker, Mr. McCallum's Administrative Assistant, dated July 27, 1993, Mr. McCallum met with Nick Rizzo, Senator Tsongas and two other individuals at Mr. McCallum's office on September 17, 1991. Attachment 7, page 3. It should be noted that Mr. McCallum had written a loan check for $100,000 to the Committee on August 13, 1991. On October 21, 1991, Mr. McCallum made a second loan to the Committee of $50,000. Finally, Mr. McCallum made a loan of $100,000 on February 10, 1992, made payable to Mr. Rizzo, but intended to benefit the Committee. These loans were solicited and received by Mr. Rizzo. It is not clear whether Mr. McCallum and Senator Tsongas discussed the loans at the meeting on September 17, 1991. However, Mr. Kalogianis states in his deposition that Mr. McCallum had

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5/ During his deposition on July 12, 1993, Mr. McCallum refused to answer on the grounds of self-incrimination. Following his deposition, Mr. McCallum reached an understanding with the DOJ concerning his status. Attachment 5. The DOJ agreed not to prosecute Mr. McCallum for "violations of the federal election laws or other criminal statutes arising out of his dealings with Mr. Rizzo in connection with the 1992 presidential election campaign of Paul Tsongas" in return for his testimony. Attachment 5, page 1. However, the agreement states that the DOJ is not authorized to bind the Commission's civil and administrative enforcement authority, and that "nothing in this letter is intended, or should be interpreted, to limit the independent authority of the Federal Election Commission to pursue whatever non-criminal sanctions against Mr. McCallum as the Commission considers appropriate." Id. In a letter dated September 1, 1993, Mr. McCallum's counsel stated that Mr. McCallum is now "prepared to respond fully to any questions the Commission wishes to put to him." Attachment 6.

told him that Senator Tsongas was aware of Mr. McCallum's loans. Attachment 4, page 22.

The evidence suggests that Senator Tsongas was aware that Mr. Rizzo was soliciting loans from individuals in excess of their individual contribution limitations, and that Senator Tsongas was involved in soliciting at least one loan that exceeded Mr. Kalogianis' individual contribution limitation by $49,000. Therefore, there is reason to believe that Senator Paul E. Tsongas knowingly accepted contributions in the form of loans in excess of the individual contribution limitations in violation of 2 U.S.C. § 441a(f).

B. Dennis Kanin

According to the subpoena response and deposition of Roger Trudeau, Dennis Kanin, the Committee's campaign manager, was involved in soliciting a $60,000 loan from Mr. Trudeau to the Committee. Attachments 8 and 9. Mr. Trudeau met with Mr. Kanin and Mr. Rizzo at the Meridien Hotel on August 7, 1991. Attachment 8, pages 3-17; Attachment 9, pages 5-8. They told Mr. Trudeau that the campaign urgently needed funds to pay back taxes and current payroll for Committee staff. Attachment 8, pages 3-17; Attachment 9, pages 5-8. Mr. Kanin and Mr. Rizzo solicited a short term loan for $60,000 from Mr. Trudeau. Attachment 8, pages 3-17; Attachment 9, pages 5-8. Mr. Rizzo explained that the loan would be legal because Mr. Trudeau would give the funds to Benco, Inc., Mr. Rizzo's company, which would then give money to the Committee. Attachment 8, pages 3-17; Attachment 9,

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pages 5-8. When Mr. Trudeau said that he did not have sufficient money and suggested that he try to solicit the funds from other individuals, Mr. Kanin interjected and "indicated very strongly that he wasn't satisfied with that." Attachment 8, pages 7, 11. Mr. Rizzo explained that confidentiality was crucial and said that he and Mr. Kanin had looked through a long list of potential lenders before choosing Mr. Trudeau. Attachments 8 and 9. When questioned about Mr. Kanin's involvement in the loan solicitation, Mr. Trudeau stated:

> Dennis was a part of the meeting. Dennis is a quiet individual.... Nick did most of the talking. Dennis sits there, and he doesn't miss a thing. He was concurring and nodding his head. He did interject - when I suggested going out for somebody else, he started to get upset about that.... Dennis did very little talking, but he was very much a part of the meeting.
>
> Attachment 8, page 15.

Moreover, Mr. Trudeau testified that he made the loan only because both Mr. Kanin and Mr. Rizzo solicited the loan: "I had the two highest ranking officials in the campaign asking me for the money, telling me that it was to be used for committee purposes." Attachment 8, pages 9, 13, 15. Following the meeting, Mr. Trudeau gave two loan checks totaling $60,000 to Mr. Rizzo on August 7 or 8, 1991, at Mr. Trudeau's office. Attachments 8 and 9. Mr. Trudeau gave two additional loan checks totaling $20,000 to Mr. Rizzo on September 10, 1991. Attachments 8 and 9. Mr. Trudeau

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testified that all of the loans were intended to benefit the Committee. Attachments 8 and 9.

Mr. Trudeau further testified that he called Dennis Kanin in November, 1992, because he was concerned about the repayment of the loans. Attachment 8, pages 24-26. Mr. Kanin claimed that he did not remember this transaction and did not know that Mr. Trudeau had made a loan. Id. A week later Mr. Kanin called Mr. Trudeau and "said, 'I now remember the meeting ... but I think I recall that the next day I decided that it wouldn't fly with the FEC, and I told Nick to drop it.' [Mr. Trudeau] said, 'Well you didn't tell me to drop it.'" Attachment 8, pages 25-26.

There is evidence that Dennis Kanin solicited a loan from Mr. Trudeau to the Committee that exceeded Mr. Trudeau's individual expenditure limitation by $60,000.[6/] Therefore, there is reason to believe that Dennis Kanin knowingly accepted contributions in the form of loans in excess of the individual contribution limitations in violation of 2 U.S.C. § 441a(f).

III. IMPACT OF FEC V. NRA POLITICAL VICTORY FUND

In light of the recent decision by the U.S. Court of Appeals for the District of Columbia Circuit, FEC v. NRA Political Victory Fund, No. 91-5360 (D.C. Cir. Oct. 22, 1993), and the Commission's subsequent decisions related to the impact of that case, this Office recommends that the

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6/ Mr. Trudeau had previously made a $1,000 contribution to the Committee in March, 1991.

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Commission revote its reason to believe findings and the factual and legal analyses.[7] We further recommend that the Commission revote its decisions to: 1) authorize the taking of depositions; 2) decline to enter into pre-probable cause to believe conciliation with respondents at this time; and 3) delay processing of the audit of the Committee until our investigation is complete.

This Office believes that the Commission need not revote certain other actions in this case, such as issuing subpoenas that have been complied with, extensions of time, and cooperation with the DOJ by sharing information and postponing our investigation until the conclusion of the trial of Mr. Rizzo. These actions have become moot because of subsequent events. Moreover, our recommendation to postpone investigation of Mr. Rizzo pending the outcome of criminal proceedings has been deleted because the criminal proceedings have been concluded. However, we have included the previously approved recommendation to delay processing of the audit until our investigation is complete, because the criminal proceedings against Mr. Rizzo have resulted in significant delay to our investigation.[8] We anticipate

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7/ Since the Commission subsequently took no further action against Mr. Ansin, who is deceased, we have not included Mr. Ansin in the reason to believe recommendation. The certifications for Commission actions in this matter that must be revoted are attached. Attachment 10.

8/ The Commission revoted the Interim Audit Report on the Committee on November 9, 1993. On December 8, 1993, Committee staff met with staff of this Office and the Audit Division to discuss the potential impact of Mr. Rizzo's

completing our investigation in this matter by the end of February, 1994.

IV. PLAN FOR ADDITIONAL INVESTIGATION

As previously discussed, this Office plans to conduct additional depositions that could further influence this case. We plan to schedule depositions of eight individuals: Nicholas A. Rizzo, Senator Paul E. Tsongas, Dennis Kanin, Steven Joncas, George Kokinos, David Goldman, Elkin McCallum, and Michael Spinelli. We plan to schedule the depositions for the weeks of January 24, 1994 and February 14, 1994. This Office may pursue additional discovery based on the evidence revealed by the depositions; however, we do not anticipate that additional discovery will be necessary.

V. RECOMMENDATIONS

The Office of General Counsel recommends that the Commission:

1. Find reason to believe that Nicholas A. Rizzo knowingly and willfully violated 2 U.S.C. §§ 432(b)(1) and (3); 2 U.S.C. § 432(a); 2 U.S.C. § 432(h); 2 U.S.C. § 441a(a)(1)(A) and 11 C.F.R. §§ 110.9(a) and 116.5(b); 2 U.S.C. § 441a(f); and 2 U.S.C. § 441b and 11 C.F.R. § 114.2(c).

2. Find reason to believe that Thomas D. Kelley, Jr., Michael Spinelli, Peter B. Caloyeras, Elkin McCallum, Anastasios Kalogianis, Roger Trudeau, and William Berg violated 2 U.S.C. § 441a(a)(1)(A).

3. Find reason to believe that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Nicholas A. Rizzo, but intending it to benefit the Committee.

(Footnote 8 continued from previous page)
guilty plea on the Interim Audit Report. The Committee responded to the reissued Interim Audit Report on December 13, 1993.

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4. Authorize depositions for the following individuals:

Senator Paul E. Tsongas
Nicholas A. Rizzo, Jr.
Thomas D. Kelley, Jr.
Michael Spinelli
Peter B. Caloyeras
Elkin McCallum
Anastasios Kalogianis
Roger Trudeau
William Berg
Mark O. Henry
Steven Joncas
Dennis Kanin, Tsongas campaign manager
David Goldman, Tsongas campaign business manager
S. George Kokinos, Tsongas Committee Treasurer
Maria Rizzo
Carla Maria Degnan
Tricia Melvin
Cindi Parker, assistant to Elkin McCallum

5. Approve the Factual and Legal Analyses attached to the General Counsel's Report dated April 6, 1993.

6. Decline, at this time, to enter into conciliation with Anastasios Kalogianis, Michael Spinelli, Thomas D. Kelley, Jr., Elkin McCallum, Peter B. Caloyeras, Roger Trudeau, and William Berg prior to a finding of probable cause to believe.

7. Postpone further processing of the Audit of the Tsongas for President Committee until our investigation in this matter is complete, but not later than February 28, 1994.

8. Find reason to believe that Senator Paul E. Tsongas knowingly accepted contributions in the form of loans in excess of the individual contribution limitations in violation of 2 U.S.C. § 441a(f).

9. Find reason to believe that Dennis Kanin knowingly accepted contributions in the form of loans in excess of the individual contribution limitations in violation of 2 U.S.C. § 441a(f).

10. Approve the attached Factual and Legal Analyses.

11. Approve the appropriate letters.

1/10/94
Date

Lawrence M. Noble
General Counsel

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Attachments:

1. Plea Bargain Agreement

2. Superseding Indictment

3. Newspaper articles concerning Rizzo guilty plea - Washington Post and Boston Globe.

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U.S. Department of Justice

United States Attorney
District of Massachusetts

[redacted]

1003 J.W. McCormack Post Office and Courthouse
Boston, Massachusetts 02109

[redacted]

R. Patrick McCann, Esquire
Vincent C. Manzi, Jr., Esquire
Manzi & McCann
59 Jackson Street
Lawrence, Massachusetts 01840

Re: United States v. Nicholas A. Rizzo, Jr.
Criminal No. 93-10056-T

Dear Counsel:

This letter sets forth the agreement entered into between the United States Attorney for the District of Massachusetts (the "U.S. Attorney") and your client, Nicholas A. Rizzo, Jr. ("Defendant"), in the above-captioned case. The agreement is as follows:

1. On or before October 12, 1993, Defendant will plead guilty to the following counts of the above-captioned Superseding Indictment: Counts 1, 2, 3, 6, and 8, in violation of 18 U.S.C. §§1341 and 1346; Count 9, in violation of 18 U.S.C. §1956; Counts 19-33, in violation of 2 U.S.C. §§441(a)(1)(A) and 437(g)(d); Counts 34-36, in violation of 18 U.S.C. §§1001 and 1002; Count 44, in violation of 18 U.S.C. §1001; and Count 48, in violation of 18 U.S.C. §982(a)(1). At the time Defendant pleads guilty to the above charges, the U.S. Attorney will move to dismiss Counts 4, 5, 7, 10-19, 37-43, 45-47, and 49, in accordance with Fed. R. Crim. P. 11(e)(1)(A).

2. The parties will take the following positions at sentencing with regard to the United States Sentencing Guidelines.

The parties agree to jointly take the position that Defendant should receive a sentence within Base Offense Level 24, Criminal History Category I. The parties further agree, pursuant to Fed. R. Crim. P. 11(e)(1)(C), that a sentence of 52 months incarceration is the appropriate disposition of the case.

The U.S. Attorney reserves the right to recommend that the Court order Defendant to pay a specific fine, amount of

ATTACHMENT 1
Page 1 of 3

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restitution, or forfeiture (pursuant to Count 46), but wishes to review Defendant's pre-sentence report information before determining its recommendation. The U.S. Attorney will recommend a period of supervised release in accordance with the Sentencing Guidelines. Defendant may recommend whatever he deems appropriate with respect to fine, restitution, forfeiture or supervised release.

Within 30 days of entering his plea of guilty, Defendant agrees to submit to the U.S. Attorney and the U.S. Probation Department a sworn statement identifying the nature and location of all assets in which he has an interest, direct or indirect, legal or beneficial, with a value of greater than $1,000. Defendant agrees not to transfer any asset with a value greater than $1,000 from the date of Defendant's signing of this agreement until Defendant's sentencing.

The parties agree that the Offense Level for Count 9 dictates the ultimate Offense Level under the multiple count grouping principles of Chapter Three, Part D, of the Sentencing Guidelines.

The parties agree that §2S1.1 of the Sentencing Guidelines applies to the Court's sentencing on Count 9. The parties further agree that the value of the funds involved in Count 9 was between $600,000 and $1,000,000. Accordingly, the initial Base Offense Level should be 27. The government agrees not to seek any enhancements to increase that level. The parties agree that Defendant is entitled to a three level downward adjustment for acceptance of responsibility under §3E1.1(a) and (b). Therefore, the final Offense Level at which Defendant should be sentenced, as set forth above, is Offense Level 24. The parties agree that neither an upward nor a downward departure from this guideline range is appropriate in this case.

3. The U.S. Attorney and Defendant jointly agree to request that Defendant not be incarcerated on any sentence he might receive until after January 1, 1994. The U.S. Attorney agrees not to oppose any request of Defendant to self-report to whatever federal institution is designated by the Bureau of Prisons.

4. Defendant's plea will be tendered pursuant to Fed. R. Crim. P. 11(e)(1)(C). Defendant reserves all rights set forth in Fed. R. Crim. P. 11(e)(3) and (4).

5. The U.S. Attorney, by entering into this agreement, does not compromise any civil liability Defendant may have incurred or may incur as a result of his conduct and his plea of guilty to the charges specified in paragraph one of this agreement, including but not limited to any tax liability.

6. Should Defendant's guilty plea not be accepted by the Court for whatever reason, or later be withdrawn on motion of Defendant, this agreement shall be null and void at the option of

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the United States. In this regard, Defendant hereby waives any defense to any charges which he might otherwise have under any statute of limitation or the Speedy Trial Act.

7. If the U.S. Attorney, determines that Defendant has failed to comply with any provision of this agreement, the U.S. Attorney may terminate this agreement by notifying Defendant in writing. Defendant recognizes that no such breach by him of an obligation under this agreement shall give rise to grounds for withdrawal of his guilty plea.

8. This agreement is limited to the U.S. Attorney for the District of Massachusetts, and cannot bind the Attorney General of the United States or any other federal, state or local prosecutive authorities.

9. This agreement is the complete and only agreement between the parties. No promises, agreements or conditions have been entered into other than those set forth in this letter. This agreement supersedes prior understandings, if any, of the parties, whether by written memorandum signed by the parties or on the record in court.

If this letter accurately reflects the agreement entered into between the United States Attorney for the District of Massachusetts and Defendant, please have Defendant sign the Acknowledgement of Plea Agreement below. Please also sign below as witness. Return the original of this letter to Assistant U.S. Attorney Brien T. O'Connor.

Very truly yours,

A. JOHN PAPPALARDO
United States Attorney

By: _____
ROBERT L. ULLMANN
First Assistant U.S. Attorney

STEPHEN P. HEYMANN
Deputy Chief,
Criminal Division

_____
BRIEN T. O'CONNOR
JOSEPH F. SAVAGE, JR.
Assistant U.S. Attorney

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U.S. Department of Justice

United States Attorney
District of Massachusetts

1107 J.W. McCormack Post Office and Courthouse
Boston, Massachusetts 02109

June 16, 1993

Delanie DeWitt Painter, Esq.
Federal Election Commission
999 E Street, NW
Washington, DC 20463

Re: Nicholas Rizzo

Dear Ms. Painter:

I am enclosing a copy of the Superseding Indictment recently returned in the Rizzo case. The only wholly new charges are Counts 17, 46, and 47.

If you wish to discuss the new charges, please call me or Joseph Savage at (617) 223-4274.

Sincerely yours,

A. JOHN PAPPALARDO
United States Attorney

BRIEN T. O'CONNOR
Assistant U.S. Attorney

enclosure

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ATTACHMENT 2
Page 1 of 40

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA	CRIMINAL NO. 93-10056-T
	VIOLATIONS:
v.	18 U.S.C. §§1341 and 1346 (Mail Fraud) 18 U.S.C. §1956 (Financial Transactions With Proceeds of Illegal Activity) 18 U.S.C. §1344 (Bank Fraud) 18 U.S.C. §1001 (False Statements to the Federal Election Commission) 2 U.S.C. §§441a(a)(1)(A) and 437(g)(d) (Violating Federal Campaign Donation and Loan Limits) 18 U.S.C. §2 (Aiding and Abetting) 18 U.S.C. §982 (Criminal Forfeiture)
NICHOLAS A. RIZZO, JR.	

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SUPERSEDING INDICTMENT

THE GRAND JURY CHARGES:

GENERAL ALLEGATIONS

1. At all times material to this Superseding Indictment, Nicholas A. Rizzo, Jr. (hereinafter "defendant Rizzo") was a resident of Andover, Massachusetts. Since September 13, 1977, defendant Rizzo has owned and operated Benco Consulting and Marketing, Inc. (hereinafter "Benco"), a business consulting firm located in Andover, Massachusetts.

2. In or about March 1991, Paul Tsongas formed an organization of individuals to assist him in seeking election as President of the United States in November 1992.

3. On March 7, 1991, the Tsongas Committee, Inc. (hereinafter "the Committee") was incorporated under the laws of the Commonwealth of Massachusetts. On March 18, 1991, the

Committee registered with the Federal Election Commission (hereinafter "FEC") in Washington, D.C.

4. The FEC is the agency of the United States responsible for enforcement of the campaign reporting requirements of the Federal Election Campaign Act (hereinafter "the Act") and for detection, investigation, and institution of enforcement action against those violating the Act.

5. During 1991 and early 1992, defendant Rizzo was the chief fundraiser for the Committee. Defendant Rizzo's responsibilities on behalf of the Committee included national fundraising, receiving and accounting for campaign contributions, assuring compliance with the Act, and acting as a liaison with the FEC. As such, defendant Rizzo had the responsibility to work honestly and without violating election laws or other laws in the course of his duties on behalf of the candidate, Paul Tsongas, and the Committee. Defendant Rizzo had an obligation to act honestly and lawfully in the course of raising and expending funds in furtherance of his role as chief fundraiser and finance manager for the Committee.

6. Defendant Rizzo had substantial experience as a fundraiser in federal elections, having acted as chief fundraiser and finance manager for Paul Tsongas's campaigns for the United States House of Representatives in 1974 and 1976 and the United States Senate in 1978, and as a fundraiser for the presidential campaigns of former President Jimmy Carter in 1980, former Vice President Walter Mondale in 1984, and Congressman Richard

ATTACHMENT 2
Page 3 of 40

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Gephardt in 1988. Defendant Rizzo also served as Assistant Treasurer for the Democratic National Committee during the early 1980's.

7. The Act, in particular, 2 U.S.C. §441a(a), and related federal regulations (11 CFR §100.7(a)(1)(iii)) prohibit and render illegal the making of contributions or loans to any federal candidate that exceed $1,000 in connection with any election (primary or general).

8. A federal regulation under the Act (11 CFR §9033.2(b)(3)) allows presidential campaign committees to obtain campaign matching funds once the campaign has received $5,000 in contributions in each of 20 states. Once a campaign qualifies for matching funds, it is entitled to receive matching funds from the United States Treasury of up to $250 per campaign contribution. Therefore, for any contribution of $250 or less, the campaign is entitled to matching funds for the entire contribution. For contributions over $250, the campaign is entitled to matching funds of $250 per contribution.

9. The Act, in particular, 2 U.S.C. §432(c), requires a campaign committee's treasurer to keep records of all contributions and loans to the Committee. The Act, 2 U.S.C. §434a(3), also requires campaign committees to file periodic reports -- monthly during an election year in which more than $100,000 is projected, and monthly or quarterly, at the committee's option, during a non-election year -- containing a true and accurate accounting of campaign contributions and loans.

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COUNTS ONE TO EIGHT

(Mail Fraud - 18 U.S.C. §§1341 and 1346)

The Grand Jury further charges that:

1. **The Grand Jury realleges and incorporates by reference the General Allegations section of this Superseding Indictment as if fully set forth in these counts of the Superseding Indictment.**

THE SCHEME TO DEFRAUD

2. **Beginning in or about March 1991 and continuing through in or about the date of this Superseding Indictment, in the District of Massachusetts and elsewhere, defendant**

NICHOLAS A. RIZZO, JR.

knowingly and willfully devised, intended to devise, and executed a scheme and artifice to defraud by means of false and fraudulent pretenses, representations, and promises, well knowing at the time that the pretenses, representations, and promises were false and fraudulent when made:

a. and to obtain money and property from the Committee, numerous individuals who attempted to make campaign contributions to the Committee, and several individuals who attempted to make substantial loans to the Committee;

b. and to deprive the Committee and Paul Tsongas of defendant Rizzo's loyal, faithful, and honest services as the chief fundraiser and finance manager of the Committee.

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MEANS, METHODS, AND OBJECTIVES OF THE SCHEME

A. Theft of Campaign Contributions

3. It was part of the scheme that on March 8, 1991, defendant Rizzo, without the knowledge or authorization of other members of the Committee, opened a checking account at the Andover Bank (hereinafter "the undisclosed Andover Committee account") under the name, "The Tsongas Committee". Defendant Rizzo opened the account with his own social security number rather than the employer identification number of the Committee. Thereafter, at all times material to this Superseding Indictment, defendant Rizzo alone had signature authority on the account. On March 11, 1991, the Committee opened a checking account at Bay Bank Middlesex in Andover, Massachusetts. Defendant Rizzo did not have signature authority on this account, which was the Committee's regular operating account during 1991 and 1992.

4. It was further a part of this scheme that in 1991 and 1992, defendant Rizzo maintained and controlled a Post Office box in Andover, Massachusetts, where he received contributions to the Committee. During 1991 and January 1992, defendant Rizzo diverted approximately $181,000 in individual campaign contributions intended for the Tsongas campaign into the undisclosed Andover Committee account.

5. It was further a part of the scheme that defendant Rizzo actively concealed from the Committee the $181,000 in campaign contributions that he deposited in the undisclosed Andover Committee account. Because of defendant Rizzo's active

ATTACHMENT 2
Page 6 of 40

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concealment, the Committee failed to include the $181,000 as campaign contributions in its reports disclosing Committee contribution receipts to the FEC. Further, as a result of the non-disclosure of the $181,000 in contributions, the Committee could not and did not receive substantial matching funds for those contributions that it was legally entitled to receive, and those who contributed did not receive the benefit of having their contributions matched by federal funds.

6. It was further a part of the scheme that between March 12, 1991 and the spring of 1992, defendant Rizzo spent approximately $155,000 of the $181,000 on his own personal expenses.

B. Solicitation of Illegal Loans

7. It was further a part of the scheme that on or about March 11, 1991, defendant Rizzo solicited and received a $100,000 loan from Lawrence Ansin to the Committee. Defendant Rizzo told Lawrence Ansin that the loan was for campaign expenses, was legal, and would be repaid. Defendant Rizzo deposited the $100,000 in loan proceeds into the undisclosed Andover Committee account and spent the $100,000 on his own personal expenses. The loan has not been repaid.

8. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo solicited and received three loans from Elkin McCallum: a $100,000 loan on or about August 13, 1991; a $50,000 loan on or about October 21, 1991; and a $100,000 loan on or about February 11, 1992. In soliciting each of the loans,

ATTACHMENT 2
Page 7 of 46

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defendant Rizzo falsely represented to Elkin McCallum that the loan proceeds would go to benefit the Committee, that the loans were legal, and that the loans would be repaid in a short period of time. Defendant Rizzo deposited the two 1991 loans, totalling $150,000, in the undisclosed Andover Committee account, and deposited the $100,000 1992 loan directly into his personal account at BayBank Middlesex. Defendant Rizzo spent the $250,000 in loan proceeds on his own personal expenses. None of the loans have been repaid.

9. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo solicited and received six loans from Anastasios Kalogianis: a $10,000 loan on or about September 10, 1991; a $15,000 loan on or about September 25, 1991; a $24,000 loan on or about October 2, 1991; a $35,000 loan on or about December 5, 1991; a $65,000 loan on or about December 6, 1991; and a $100,000 loan on or about January 27, 1992. In soliciting each of the loans, defendant Rizzo falsely represented to Anastasios Kalogianis that the loan proceeds would go to benefit the Committee, that the loans would be quickly repaid, and that the loans were legal. Defendant Rizzo deposited the proceeds of the five 1991 loans, totalling $149,000, in the undisclosed Andover Committee account, and deposited the proceeds of the $100,000 1992 loan into his personal account at Bay Bank Middlesex. Defendant Rizzo spent the $249,000 in loan proceeds on his own personal expenses. None of the loans have been repaid.

ATTACHMENT 2
Page 8 of 40

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10. It was further a part of the scheme that on or about September 27, 1991, defendant Rizzo solicited and received a $10,000 loan from Peter Caloyeras. In soliciting the loan, defendant Rizzo falsely represented to Peter Caloyeras that the loan proceeds would go to the Committee, that the loan was legal, and that the loan would be repaid in February 1992. Defendant Rizzo deposited the proceeds of the $10,000 loan in the undisclosed Andover Committee account and spent the $10,000 in loan proceeds on his own personal expenses. The loan has not been repaid.

11. It was further a part of the scheme that during 1991, defendant Rizzo solicited and received two loans from Roger Trudeau: a $60,000 loan on or about August 8, 1991, and a $20,000 loan on or about September 10, 1991. In soliciting the loans, defendant Rizzo falsely represented to Roger Trudeau that the loan proceeds would go to the Committee, that the loans were legal, and that the loans would be repaid in a short period of time. Defendant Rizzo deposited the $80,000 in loan proceeds in Benco accounts he controlled at Andover Bank and BayBank Middlesex. Defendant Rizzo repaid $15,000 of the loans and spent the remaining $65,000 on his own personal expenses. A balance of $65,000 remains unpaid.

12. It was further a part of the scheme that on or about October 22, 1991, defendant Rizzo solicited and received a $25,000 loan from Thomas Kelley. In soliciting the loan, defendant Rizzo falsely represented to Thomas Kelley that the

ATTACHMENT 2
Page 9 of 40

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proceeds of the $25,000 loan would go to benefit the Committee, that the loan was legal, and that the loan would be repaid in 45 to 60 days. Defendant Rizzo deposited the $25,000 in the undisclosed Andover Committee account and spent the $25,000 in loan proceeds on his own personal expenses. The loan has not been repaid.

13. It was further a part of the scheme that on or about October 16, 1991, defendant Rizzo solicited and received a $20,000 loan from Michael Spinelli. In soliciting the loan, defendant Rizzo falsely represented to Michael Spinelli that the proceeds of the loan would go to benefit the Committee and that the loan was legal. Defendant Rizzo deposited the proceeds of the loan in the undisclosed Andover Committee account and spent the $20,000 in loan proceeds on his own personal expenses. This loan was later repaid.

14. It was further a part of the scheme that on or about December 4, 1991, defendant Rizzo solicited and received a $60,000 loan from William Berg. In soliciting the loan, defendant Rizzo falsely represented to William Berg that the proceeds of the loan would go to benefit the Committee, that the loan was legal, and that the loan would be repaid quickly. Defendant Rizzo deposited the $60,000 in the undisclosed Andover Committee account. Defendant Rizzo repaid $30,000 of the loan and spent the balance on his own personal expenses. A balance of $30,000 remains unpaid.

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15. In total, defendant Rizzo fraudulently obtained loans in the amount of $794,000 which he falsely represented to the individual lenders would be to the benefit of the Committee. Defendant Rizzo has repaid $65,000 of the loans. The total amount of the fraudulently obtained loans that remains unpaid by defendant Rizzo is $729,000.

C. False Billing, Double Billing, and Billing for Personal Expenditures

16. It was further a part of the scheme that defendant Rizzo fraudulently obtained money from the Committee during 1991 and 1992 by misrepresenting to the Committee that he had incurred campaign expenses that, in fact, he had not incurred.

17. For example, on or about January 2, 1992, defendant Rizzo caused Carla Degnan, his daughter, who was a Benco employee and a Committee member who had signatory authority on the Committee's regular BayBank account, to write a check to him on that account in the amount of $42,000, when defendant Rizzo knew full well that he had not incurred expenses on behalf of the Committee to warrant such "reimbursement".

18. It was further a part of the scheme that defendant Rizzo billed the Committee for personal expenses including, among other things, expenses defendant Rizzo incurred at a women's clothing store and an adult entertainment center, which were not legally reimbursable by the campaign and did not relate to defendant Rizzo's obligation to assist the Committee.

19. It was further a part of the scheme that on numerous occasions defendant Rizzo "double billed" the Committee for

ATTACHMENT 2
Page 11 of 40

9704378488

campaign expenses that the Committee already had paid. For example, early in 1992 defendant Rizzo sought over $13,000 from the Committee in "reimbursement" for purportedly paying the Lafayette Hotel for goods and services in connection with a fundraising event at the hotel in or about March 1991, even though the bill had been paid by the Committee months earlier in 1991. In addition, on several occasions, defendant Rizzo caused the Committee to issue travel advance checks in the name of Steven Joncas with whom defendant Rizzo often travelled on campaign business. Defendant Rizzo took possession of the checks, forged Steven Joncas's name, and cashed them, keeping the proceeds for himself. Defendant Rizzo later sought reimbursement to himself in his own name from the Committee for the same travel expenses covered by the travel advance checks previously written in Steven Joncas's name and cashed by defendant Rizzo.

20. During 1991 and 1992, by double billing, submitting false bills, and billing the Committee for nonreimbursable personal expenditures, defendant Rizzo fraudulently obtained, or attempted to obtain, in excess of $77,000 from the Committee to which he was not entitled.

D. **Expenditure Of Unlawfully Obtained Money**

21. By diverting campaign contributions to the undisclosed Andover Committee account, soliciting loans by false and fraudulent representations, and submitting double, false, and otherwise improper bills, defendant Rizzo obtained $1,052,000, more or less, from the Committee, contributors to the Tsongas

ATTACHMENT 2
Page 12 of 40

9704378489

campaign, and the individual loaners named in paragraphs 7 to 14 of this Count, to which he was not legally entitled.

22. During 1991 and 1992, defendant Rizzo expended the money he fraudulently obtained and diverted for his own personal benefit in several ways, including the following:

a. he repaid personal loans to financial institutions and individuals, including those individuals referred to in Counts Ten to Sixteen of this Indictment;

b. he paid gambling debts to "bookies" in Massachusetts and to casinos in Las Vegas, Nevada; Atlantic City, New Jersey; Ledyard, Connecticut; and San Juan, Puerto Rico;

c. he made campaign contributions, including his own $1,000 contribution to the Tsongas Committee;

d. he made substantial cash payments to his business, Benco, greatly in excess of any legitimate reimbursements for work performed on behalf of the Tsongas Committee; and

e. he paid personal living and entertainment expenses.

E. The Concealment and Cover-Up

23. In order to promote full disclosure of campaign financing and expenditures, Congress enacted reporting requirements in the Act concerning campaign fundraising, and established legal standards for appropriate handling of funds

ATTACHMENT 2
Page 13 of 40

970043/8487C

raised in a campaign. At all times relevant to this Superseding Indictment, defendant Rizzo violated the requirements of Titles 2 and 26 of the United States Code concerning campaign finance that he was legally required to abide by, and that the Committee and its contributors had a right to expect defendant Rizzo to obey as the chief fundraiser and as a finance manager of the Committee.

24. As part of his effort to conceal his activity, defendant Rizzo failed or caused others to fail to forward contributions (2 U.S.C. §432(b) and 11 CFR §102.8) and to properly account for contributions to the Committee (2 U.S.C. §432(c) and 11 CFR §102.9). Defendant Rizzo also commingled campaign and personal funds (2 U.S.C. 432(a)(3) and 11 CFR §102.15), failed to properly deposit contributions (2 U.S.C. §432(h)(1) and 11 CFR §103.3), and caused false reports to be made to the FEC (2 U.S.C. §434(b) and 11 CFR §§104.3-104.11, and 26 U.S.C. §9042(c)).

25. As part of defendant Rizzo's efforts to conceal and cover up his fraud, he created and caused to be created false documents, and made false statements, including (a) written entries in the books and records of Benco that misrepresented the source of certain funds; (b) false and misleading note documents to those making loans to the Committee; (c) false personal and corporate federal income tax returns; (d) false statements made under oath to the FEC; and (e) numerous false statements to attorneys and those associated with the Committee's own investigation in an effort to explain his actions. In addition,

ATTACHMENT 2
Page 14 of 40

970437848871

defendant Rizzo wrote checks and sent them to individuals from whom he had solicited illegal loans, knowing when he wrote and sent the checks that there were insufficient funds to cover those checks.

THE MAILINGS

26. For the purpose of executing the aforesaid scheme and artifice to defraud others of their right to honest services and for obtaining money by false and fraudulent pretenses, representations, and promises, and attempting to do so, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly, willfully, and unlawfully placed and caused to be placed in a Post Office or authorized depository for mail matter to be sent and delivered by the United States Postal Service and knowingly, willfully, and unlawfully caused to be delivered by mail according to directions thereon, the following items on the following dates:

Count	Date of Mailing	Description
1	6/19/91	Campaign contribution check from Ann Kneisel
2	3/25/91	Campaign contribution check from George Pearce
3	6/5/91	Campaign contribution check from Alan Geismer, Jr.
4	9/27/91	Loan check from Peter Caloyeras

ATTACHMENT 2
Page 15 of 40

9704378482

5	2/5/92	Committee report to FEC
6	3/14/91	Campaign contribution check from Mary Wasserman
7	April 1992	Defendant Rizzo request for reimbursement to the Committee
8	3/11/91	Campaign contribution check from Patricia Campbell

All in violation of Title 18, United States Code, Sections 1341 and 1346.

9704378487

ATTACHMENT 2
Page 16 of 46

COUNT NINE

(Financial Transactions with Proceeds of Illegal Activity - 18 U.S.C. §§1956(a)(1)(A)(i) and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

2. From in or about March 1991 until in or about April 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did conduct and cause to be conducted financial transactions involving the proceeds of mail fraud in violation of 18 U.S.C. §§1341 and 1346, that is, causing checks from various individuals and entities referred to in Counts One to Eight of this Superseding Indictment to be deposited in bank accounts controlled by defendant Rizzo and the proceeds retained by defendant Rizzo, knowing that the checks involved in such financial transactions represented the proceeds of unlawful activity and with the intent to promote the carrying on of such unlawful activity.

All in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i) and 2.

9704378484

ATTACHMENT 2
Page 17 of 40

COUNTS TEN TO SEVENTEEN

(Bank Fraud - 18 U.S.C. §1344)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

2. From in or about at least February 1988 until at least August 1991, defendant

NICHOLAS A. RIZZO, JR.

falsely represented to financial institutions that he was to receive substantial proceeds from real estate ventures, and falsely represented his income and liabilities.

3. On or about each of the dates set forth below, in connection with loans made by the financial institutions named below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did knowingly execute and induce the execution of a scheme and artifice to defraud and to obtain the money listed below owned by and under the custody and control of the federally insured financial institutions listed below, by means of false and fraudulent pretenses, representations, and promises, to wit, false and fraudulent representations concerning defendant Rizzo's assets, income, and liabilities:

9704378485

ATTACHMENT 2
Page 18 of 40

Count	Time Period Loans Made	Lender	Total Amount of Loans
10	November 1989 to July 1991	Enterprise Bank and Trust Co.	$ 50,000
11	March 1989 to March 1990	Lawrence Savings Bank	$240,000
12	January 1989 to November 1990	Andover Bank	$1,028,263
13	November 1988 to December 1990	BayBank Middlesex	$155,000
14	November 1989 to August 1991	Medford Savings Bank	$530,000
15	August 1990	New Heritage Bank	$164,000
16	December 1989	Fleet Bank	$ 77,200
17	February 1988 to February 1989	National Bank of Greece	$100,000
		TOTAL	$2,344,463

All in violation of Title 18, United States Code, Sections 1344 and 2.

ATTACHMENT 2
Page 19 of 40

9704378486

COUNTS EIGHTEEN TO THIRTY-THREE

(Violating Campaign Donation and Loan Limits - 2 U.S.C. §§441(a)(1)(A) and 437(g)(d))

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section and in Counts One to Eight of this Superseding Indictment are realleged and incorporated herein.

2. On or about the dates listed below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully caused loans to be made to the benefit of the Committee in amounts exceeding $1,000, as listed below:

Count	Agreement Date	Amount of Loan	Source of Loan
18	3/11/91	$100,000	Lawrence Ansin
19	8/8/91	$ 60,000	Roger Trudeau
20	8/13/91	$100,000	Elkin McCallum
21	9/10/91	$ 10,000	Anastasios Kalogianis
22	9/10/91	$ 20,000	Roger Trudeau
23	9/25/91	$ 15,000	Anastasios Kalogianis
24	9/27/91	$ 10,000	Peter Caloyeras
25	10/2/91	$ 24,000	Anastasios Kalogianis
26	10/16/91	$ 20,000	Michael Spinelli
27	10/21/91	$ 50,000	Elkin McCallum
28	10/22/91	$ 25,000	Thomas Kelley

ATTACHMENT 2
Page 20 of 40

9704378487

29	12/4/91	$ 60,000	William Berg
30	12/5/91	$ 35,000	Anastasios Kalogianis
31	12/6/91	$ 65,000	Anastasios Kalogianis
32	1/27/92	$100,000	Anastasios Kalogianis
33	2/11/92	$100,000	Elkin McCallum
	TOTAL	$794,000	

All in violation of Title 2, United States Code, Sections 441(a)(1)(A) and 437(g)(d), and 11 CFR Section 100.7(a)(1).

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ATTACHMENT 2
Page 21 of 40

COUNTS THIRTY-FOUR TO FORTY-THREE

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section and in Counts One to Eight of this Superseding Indictment are realleged and incorporated herein.

2. On or about the dates listed below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully caused the Treasurer for the Committee to make false and fictitious statements and representations to the FEC concerning matters within the jurisdiction of the FEC; to wit, filing reports that did not accurately reflect certain conduct that was reportable under Title 2, United States Code, including (a) that illegal loans were made and caused to be made to the Committee; (b) that contributions had been made to the Committee in excess of the legally allowable limit; and (c) that improper expenditures had been made with campaign funds:

Count	Date of Report	Period Covered
34	2/12/92	7/1/91 - 9/30/91
35	2/5/92	10/1/91 - 12/31/91
36	2/24/92	1/1/92 - 1/31/92
37	3/23/92	2/1/92 - 2/29/92
38	4/23/92	3/1/92 - 3/31/92
39	5/26/92	4/1/92 - 4/30/92
40	6/23/92	5/1/92 - 5/31/92

ATTACHMENT 2
Page 22 of 40

9704378479

41	7/24/92	6/1/92 - 6/30/92
42	8/24/92	7/1/92 - 7/31/92
43	9/21/92	8/1/92 - 8/31/92

All in violation of Title 18, United States Code, Sections 1001 and 2(b).

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COUNT FORTY-FOUR

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

2. Pursuant to its statutory authority, the FEC issued subpoenas to various persons and entities in connection with an audit of the Committee and required answers to certain questions pertaining to the audit during 1992.

3. On or about November 18, 1992, defendant Rizzo, through his attorney, submitted written answers to certain questions from the FEC which he signed under the pains and penalties of perjury.

4. On or about November 18, 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did willfully and knowingly make and use and cause to be made and used a false writing and document knowing it to contain a false, fictitious and fraudulent statement and entry as to material facts in a matter within the jurisdiction of the FEC, a department and agency of the United States, in that in his "Written Answers", made pursuant to the request of the FEC, defendant Rizzo was asked the questions and responded falsely, as indicated below:

QUESTION:

"List names and addresses of persons making loans, the proceeds of which were deposited into Account Number

ATTACHMENT 2
Page 24 of 46

9704378411

identify the date and amount of each loan; and explain the circumstances surrounding the solicitation of each loan.

ANSWER:

Lawrence Ansin, Weston, Massachusetts, $100,000
Elkin McCallum, Tyngsboro, Massachusetts, $250,000
Michael Spinelli, Lowell, Massachusetts, $20,000
Tom Kelley, Portsmouth, New Hampshire, $25,000
Arthur Kalogianis, Salem, New Hampshire, $249,000

I solicited the loans and issued, in some cases, promissory note(s) signed by me for repayment. The loans were to be used by me and repaid by me."

* * *

QUESTION:

"List names and addresses of persons making any other loans to you, Maria Rizzo, or The Tsongas Committee, solicited on behalf of The Tsongas Committee; identify the date and amount of each loan; explain the circumstances surrounding the solicitation of each loan; and identify how the proceeds of these loans were used.

ANSWER:

None."

4. Defendant Rizzo then and there well knew and believed that said answers were false since in truth and in fact defendant Rizzo failed to disclose in his answers to the FEC that he had (a) solicited and obtained a loan on behalf of the Committee from Peter Caloyeras in the amount of $10,000 which he deposited in Account Number (b) solicited and obtained loans on behalf of the Committee from Roger Trudeau totalling $80,000 which were deposited to Account Number in the name, Benco Consulting and Marketing, Inc.; and (c) solicited and obtained a loan payable to the Committee from William Berg in the

ATTACHMENT 2
Page 25 of 40

9704378412

amount of $60,000 which was deposited in Account Number [redacted]

All in violation of Title 18 United States Code, Sections 1001 and 2.

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COUNT FORTY-FIVE

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. **The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.**

2. **On or about November 18, 1992, in the District of Massachusetts and elsewhere, defendant**

NICHOLAS A. RIZZO, JR.

did willfully and knowingly make and use and cause to be made and used a false writing and document knowing it to contain a false, fictitious, and fraudulent statement and entry as to material facts in a matter within the jurisdiction of the FEC, a department and agency of the United States, in that in his "Written Answers", made pursuant to the request of the FEC, defendant Rizzo was asked the following question and responded falsely, as indicated below:

QUESTION:

> "Describe any contact you may have had with Steve Joncas of Lowell, Massachusetts, during your work with the Tsongas Committee. Explain any financial transactions you entered with Mr. Joncas.

ANSWER:

> I had frequent contact with Steve Joncas. Mr. Joncas frequently accompanied me on a variety of volunteer assignments. Advance expense funds were issued to Mr. Joncas by The Committee with the full knowledge that I was to use the funds and I was responsible for the accounting of all expenditures of those funds."

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3. Defendant Rizzo then and there well knew and believed that said answer was false since no responsible individuals associated with or representing the Committee in any way had knowledge that defendant Rizzo was to use or obtain any funds from the Committee relating to Steven Joncas.

All in violation of Title 18, United States Code, Section 1001 and 2(b).

9704378481 5

ATTACHMENT 2
Page 28 of 40

COUNT FORTY-SIX

(Mail Fraud - 18 U.S.C. §1341)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

THE SCHEME TO DEFRAUD

2. Beginning in or about 1990 and continuing through in or about 1991, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully devised, intended to devise, and executed a scheme and artifice to defraud NED Rockingham, L.P., of money or property, namely, at least $10,000, by means of false and fraudulent pretenses, representations, and promises.

3. It was a part of the scheme that during 1990 and 1991 defendant Rizzo was retained as a political consultant by NED Rockingham, L.P., a limited partnership that was in the process of attempting to secure certain permits necessary to the development of the Rockingham Park Mall in Salem, New Hampshire.

4. It was further a part of the scheme that in October 1990 defendant Rizzo stated to a general partner of NED Rockingham, L.P., that the chairperson of the New Hampshire Republican Party had solicited a contribution to the New Hampshire Republican Party. Defendant Rizzo suggested that NED Rockingham, L.P. make a contribution to the New Hampshire Republican Party.

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5. It was further a part of the scheme that before the general partners of NED Rockingham, L.P. decided whether to make a contribution, defendant Rizzo sent to them a "Benco" invoice and photocopy of the front of a check purportedly drawn on an account in the name of "Benco Consulting and Marketing, Inc.", along with a letter which indicated that Benco had already made a $10,000 contribution to the "Voter Education Fund" of the "N.H. Republican Committee".

6. It was further a part of the scheme that defendant Rizzo told a general partner of NED Rockingham, L.P. that it would be preferable for defendant Rizzo to make the contribution to the "Voter Education Fund" on behalf of NED Rockingham, L.P.. Defendant Rizzo explained that if Benco made the contribution on behalf of NED Rockingham, L.P., then individuals with access to contributor lists would not be aware that NED Rockingham, L.P. had made the contribution and would not seek further contributions from the limited partnership.

7. It was further a part of the scheme that defendant Rizzo told NED Rockingham, L.P.'s general partners that he would inform the New Hampshire Republican Party chairperson that the $10,000 contribution was actually made by NED Rockingham, L.P. so that NED Rockingham, L.P. would gain any benefit that might flow therefrom.

8. It was further a part of the scheme that defendant Rizzo's false and fraudulent pretenses, representations, and promises caused NED Rockingham, L.P. to deliver $10,000 to

ATTACHMENT 2
Page 30 of 40

970437848417

defendant Rizzo as reimbursement to him for purportedly making the $10,000 contribution to the "Voter Education Fund" of the "N.H. Republican Committee".

9. It was further a part of the scheme that defendant Rizzo in fact never had the conversations he said he had with the head of the New Hampshire Republican party and never sent the $10,000 check, a copy of which he sent to NED Rockingham, L.P., to any voter education fund or anyone else affiliated with the Republican Party in New Hampshire.

10. It was further a part of the scheme that defendant Rizzo never caused Benco's $10,000 check, a copy of which he sent to NED Rockingham, L.P., to be cashed. Under New Hampshire state law, it is illegal for a political party to accept corporate contributions in excess of $500, or corporate contributions in any amount.

11. On or about November 1, 1993, defendant Rizzo, for the purposes of executing the aforesaid scheme and artifice to defraud, placed or caused to be placed in an authorized depository for mail matter, and knowingly caused to be delivered by the United States Mail, a letter dated November 1, 1990 to a general partner of NED Rockingham, L.P., William H. McCabe, Jr., a Benco invoice dated November 1, 1990, and a photocopy of a Benco check in the amount of $10,000.

All in violation of Title 18, United States Code, Sections 1341 and 2.

ATTACHMENT 2
Page 31 of 40

970437848

COUNT FORTY-SEVEN

(Mail Fraud - 18 U.S.C. §1341)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

THE SCHEME TO DEFRAUD

2. Beginning in or about 1985 and continuing through in or about May 1993, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully devised, intended to devise, and executed a scheme and artifice to defraud Anthony Silva, Jr. and Robert Macartney of money or property, namely, at least $145,000, by means of false and fraudulent pretenses, representations, and promises.

3. It was a part of the scheme that in or about November 1985, defendant Rizzo received $50,000 from Anthony Silva, Jr.

4. It was further a part of the scheme that on or about September 10, 1986, defendant Rizzo received $50,000 from Anthony Silva, Jr.

5. It was further part of the scheme that in obtaining $50,000 from Anthony Silva, Jr. in 1985, defendant Rizzo represented to Silva, among other things, that he would cause Silva's $50,000 to be invested in a government subsidized real estate development in Nashua, New Hampshire called the Nashua

ATTACHMENT 2
Page 32 of 40

9704378489

Plaza Housing Development, that Silva would be a limited partner in the project, and that the investment was for a seven year period at the end of which Silva's investment would be returned with interest and any gains in equity.

5. It was further a part of the scheme that in obtaining $50,000 from Anthony Silva, Jr. in 1986, defendant Rizzo represented to Silva, among other things, that he would cause Silva's $50,000 to be invested in a government subsidized real estate project in Northhampton, Massachusetts, that Silva would be a limited partner in the project, and that the investment was for a seven year period at the end of which Silva's investment would be returned with interest and any gains in equity.

7. It was further a part of the scheme that in or about 1987 or 1988, defendant Rizzo told Silva that the Nashua project was doing well and that Silva's equity in the project had increased significantly.

8. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo repeatedly promised to furnish Anthony Silva, Jr. with documents evidencing Silva's investments in the Nashua and Northhampton projects.

9. It was further a part of the scheme that in or about February 1991, defendant Rizzo received $45,000 from Robert Macartney.

10. It was further a part of the scheme that in obtaining $45,000 from Robert Macartney in 1991, defendant Rizzo falsely represented to Macartney, among other things, that he would cause

ATTACHMENT 2
Page 33 of 40

9704378485C

Macartney's $45,000 to be invested in a government subsidized real estate project, that Macartney would own one unit in the project for which other investors were paying $50,000, that Macartney would be a limited partner in the project, and that after one year Macartney could retrieve his investment plus approximately 12% in interest, or leave his money in the project, whichever he preferred.

11. It was further part of the scheme that in or about 1992 and early 1993, when Anthony Silva, Jr. and Robert Macartney requested documentation evidencing their investments, defendant Rizzo furnished to them documents that he knew had no relevance to any investment he had made in limited partnerships or real estate developments on their behalf.

12. It was further a part of the scheme that defendant Rizzo repeatedly misled Anthony Silva, Jr. and Robert Macartney by misrepresenting to them that he had put their money into limited partnerships investing in government subsidized real estate projects.

13. It was further a part of the scheme that defendant Rizzo did not in fact cause the $145,000 he obtained from Anthony Silva, Jr. and Robert Macartney to be put into limited partnerships investing in government subsidized real estate projects.

14. Sometime in or about 1992, defendant Rizzo, for purposes of executing the aforesaid scheme and artifice to defraud, placed or caused to be placed in an authorized depository for mail

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matter, and knowingly caused to be delivered by the United States Mail, a document entitled "Assisted Elderly Development Enterprises - A Massachusetts Limited Partnership Agreement And Certificate of Limited Partnership."

All in violation of Title 18, United States code, Sections 1341 and 2.

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COUNT FORTY-EIGHT

(Criminal Forfeiture - 18 U.S.C. §982(a)(1))

The Grand Jury further charges that:

1. The charges and allegations set forth in the General Allegations section and Counts One through Nine of the Superseding Indictment are realleged and incorporated herein.

2. Approximately $1,052,000 was involved in defendant Rizzo's violation of Title 18, United States Code, Section 1956, as alleged in Count Nine.

3. Upon conviction of the violation alleged in Count Nine of this Superseding Indictment, defendant

NICHOLAS A. RIZZO, JR.

shall forfeit to the United States any and all property constituting and derived from proceeds defendant Rizzo obtained, directly or indirectly, as the result of such violations, including, but not limited to, the aforementioned $1,052,000.

4. If, as a result of any action or omission of defendant Rizzo, any of the property described in paragraph 3 above:

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, or deposited with, a third person;

(3) has been placed beyond the jurisdiction of the court;

(4) has been substantially reduced in value; or

(5) has been commingled with other property which cannot be divided without difficulty;

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then it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(1)(B), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property, that is, $1,052,000. Such other property includes, but is not limited to:

a. the land, with all buildings, appurtenances and improvements thereon, located at 30 Hemlock Road, Andover, Massachusetts, as described in a deed to Nicholas and Maria Rizzo, recorded with the Essex County Registry of Deeds at Book 1192, Page 623;

b. an office condominium located at One Elm Square, Andover, Massachusetts, as described in a deed to Maria A. Rizzo, trustee, Aede Family Trust, recorded with the Essex County Registry of Deeds, at Book 1721, Page 342.

All in violation of Title 18, United States Code, Sections 982(a) and (b).

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COUNT FORTY-NINE

(Criminal Forfeiture - 18 U.S.C. §982(a)(2))

The Grand Jury further charges that:

1. The charges and allegations set forth in the General Allegations section and Counts Ten through Sixteen of this Superseding Indictment are realleged and incorporated herein.

2. From his engagement in the unlawful activities alleged in Counts Ten through Sixteen, in violation of 18 U.S.C. §1344, defendant

NICHOLAS A. RIZZO, JR.

obtained and derived, directly and indirectly, approximately $2,344,463 in proceeds.

3. Upon conviction of the violations alleged in Counts Ten through Sixteen of this Superseding Indictment, defendant Rizzo shall forfeit to the United States any and all property constituting and derived from proceeds defendant Rizzo obtained, directly or indirectly, as the result of such violations, including, but not limited to, the aforementioned $2,344,463.

4. If, as a result of any action or omission of defendant Rizzo, any of the property described in paragraph 3 above:

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, or deposited with, a third person;

(3) has been placed beyond the jurisdiction of the court;

(4) has been substantially reduced in value; or

(5) has been commingled with other property which cannot be divided without difficulty;

ATTACHMENT 2
Page 38 of 90

97043784855

then it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(1)(B), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property, that is, $2,344,463. Such other property includes, but is not limited to:

a. the land, with all buildings, appurtenances and improvements thereon, located at 30 Hemlock Road, Andover, Massachusetts, as described in a deed to Nicholas and Maria Rizzo, recorded with the Essex County Registry of Deeds at Book 1192, Page 623;

b. an office condominium located at One Elm Square, Andover, Massachusetts, as described in a deed to Maria A. Rizzo, trustee, Aede Family Trust, recorded with the Essex County Registry of Deeds, at Book 1721, Page 342.

All in violation of Title 18, United States Code, Sections 982(a)(2) and (b).

9704378485 6

ATTACHMENT 2
Page 39 of 40

A TRUE BILL

FOREPERSON OF THE GRAND JURY

ASSISTANT U.S. ATTORNEY

DISTRICT OF MASSACHUSETTS: , 19

Returned into the District Court by Grand Jurors and filed.

DEPUTY CLERK

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Thursday, October 14, 1993

Tsongas's Chief Fund-Raiser Pleads Guilty

By Christopher B. Daly
Special to The Washington Post

BOSTON, Oct. 13—Nicholas A. Rizzo Jr., chief fund-raiser for Paul E. Tsongas, pleaded guilty today to federal charges that he stole more than $1 million from his longtime friend's 1992 presidential campaign and committed what prosecutors called the biggest campaign fraud in U.S. history.

Under terms of a plea bargain, U.S. District Judge Joseph Tauro sentenced Rizzo, 59, to serve 52 months in prison, pay $600,000 to the government and pay $899,000 in restitution. Both sides acknowledged, however, that Rizzo essentially has no assets.

In a brief statement before sentencing, Rizzo said he took responsibility for his acts and promised to pay his creditors. "If I ever have the ability to earn money, I will pay them back," he said.

Rizzo, a business executive, was a close friend of Tsongas and provided the crucial financial boost to his House, Senate and presidential campaigns for nearly 20 years. He also raised funds for other Democrats and was an assistant treasurer of the Democratic National Committee.

Tsongas, traveling out of state today, released a statement through his Boston law office. "The justice system has prevailed and, hopefully, this type of incident will not happen again in this country," he said. "It still remains, however, a human tragedy and my heart goes out, in particular, to Maria [Rizzo] and her family."

According to the government, Tsongas approached Rizzo in 1991 and asked him to raise money for his presidential crusade. From the start, Rizzo established a secret bank account and diverted funds to it.

"He stated that once he started taking, he couldn't stop," said Brien O'Connor, assistant U.S. attorney.

Rizzo admitted gathering more than $1 million in campaign donations, illegal campaign loans and commingled funds into the account. He used the money to repay personal bank loans and to pay debts on sports and casino gambling, which ran as high as $50,000 a week.

The drain on the campaign's finances stalled Tsongas's presidential ambitions at a critical juncture, according to prosecutors, who said Rizzo's crimes amounted to a fraud against the entire electorate. When Tsongas dropped out of the presidential primaries in March 1992, he cited lack of money as one reason.

O'Connor said the scheme came to light in early 1992 when Dennis Kanin, Tsongas's campaign manager, began hearing that donors were not receiving acknowledgments. Kanin and Tsongas then confronted Rizzo, who initially lied and tried to put them off, O'Connor said.

Of 46 counts brought in the original indictment, Rizzo pleaded guilty to five counts of mail fraud, one of money laundering, 14 of campaign donation violations, four of lying to investigators and one criminal forfeiture count.

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ATTACHMENT 3
Page 1 of 2

Former aide to Tsongas gets jail term in fraud case

By Matthew Brelis
GLOBE STAFF

Nicholas A. Rizzo Jr., the chief fund-raiser in Paul Tsongas' failed presidential campaign in 1992, pleaded guilty yesterday to what federal prosecutors called the largest campaign fraud in US history.

Chief US District Judge Joseph L. Tauro accepted a plea agreement between Rizzo, 59, and the government that calls for him to spend 52 months in jail. He is to report to a federal prison Jan. 18 for mail fraud, money laundering, violating campaign donation and loan limits, and making false statements.

Assistant US Attorney Brien T. O'Connor said that Rizzo took $181,000 in campaign contributions and deposited them in a secret account he opened in the name of the Tsongas committee. Because the campaign was not aware of those donations, it was unable to receive about $75,000 in matching funds the donations would have generated.

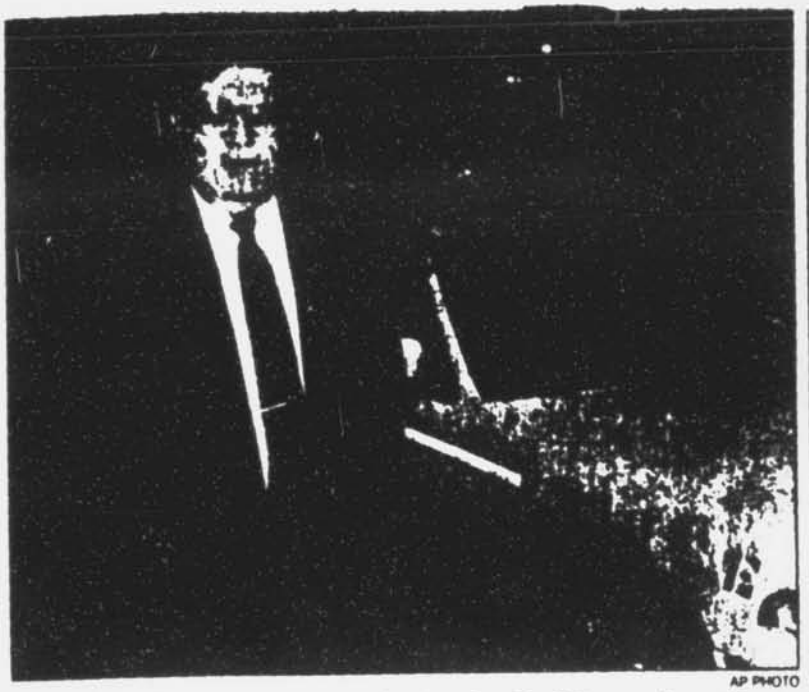
O'Connor said Rizzo also borrowed almost $800,000 from area business representatives, virtually all of it in illegal campaign loans, and deposited that money in the secret account as well.

Prosecutors said Rizzo spent the money on personal expenses, including gambling with bookmakers and at casinos.

When the businesspeople asked for the loans to be repaid, Rizzo placated one by saying Tsongas had named his New Hampshire primary win after the businessman; and telling another, as he told the Tsongas campaign when officials questioned Rizzo, that he had liver cancer.

"Rizzo took the fact that money is the mother's milk of politics and used that to milk all of Tsongas' friends," said assistant US attorney Joseph F. Savage Jr., who also prosecuted Rizzo.

Tauro also permitted the government to seek the forfeiture of $600,000 from Rizzo in connection with the money-laundering conviction. The government, however, may not seize the Rizzos' home in Andover as long as Rizzo and his wife are living there. The government wanted Rizzo to make restitution to all the businessmen, and Tauro agreed, but said the order would remain in effect for only five years.



AP PHOTO

Nicholas A. Rizzo Jr., former fund-raiser for Paul Tsongas' presidential bid, leaves court after pleading guilty to campaign fraud charges.

9704378489

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Nicholas A. Rizzo, et al.) MUR 3585

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on January 21, 1994, the Commission decided by a vote of 6-0 to take the following actions in MUR 3585:

1. Find reason to believe that Nicholas A. Rizzo knowingly and willfully violated 2 U.S.C §§ 432(b)(1) and (3); 2 U.S.C. § 432(a); 2 U.S.C. § 432(h); 2 U.S.C. § 441a(a)(1)(A) and 11 C.F.R. §§ 110.9(a) and 116.5(b); 2 U.S.C § 441a(f); and 2 U.S.C. § 441b and 11 C.F.R § 114.2(c).

2. Find reason to believe that Thomas D. Kelley, Jr., Michael Spinelli, Peter B. Caloyeras, Elkin McCallum, Anastasios Kalogianis, Roger Trudeau, and William Berg violated 2 U.S.C. § 441(a)(1)(A).

3. Find reason to believe that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Nicholas A. Rizzo, but intending it to benefit the Committee.

4. Authorize depositions for the following individuals:

   Senator Paul E. Tsongas;
   Nicholas A. Rizzo, Jr.;
   Thomas D. Kelley, Jr.;
   Michael Spinelli;
   Peter B. Caloyeras;

(continued)

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4. Authorize depositions for the following individuals: (Continued)

   Elkin McCallum;
   Anastasios Kalogianis;
   Roger Trudeau;
   William Berg;
   Mark O. Henry;
   Steven Joncas;
   Dennis Kanin, Tsongas campaign manager;
   David Goldman, Tsongas campaign business manager;
   S. George Kokinos, Tsongas Committee Treasurer;
   Maria Rizzo;
   Carla Maria Degnan;
   Tricia Melvin;
   Cindi Parker, assistant to Elkin McCallum;

5. Approve the Factual and Legal Analyses attached to the General Counsel's Report dated April 6, 1993.

6. Decline, at this time, to enter into conciliation with Anastasios Kalogianis, Michael Spinelli, Thomas D. Kelley, Jr., Elkin McCallum, Peter B. Caloyeras, Roger Trudeau, and William Berg prior to a finding of probable cause to believe.

7. Postpone further processing of the Audit of the Tsongas for President Committee until our investigation in this matter is complete, but not later than February 28, 1994.

8. Find reason to believe that Senator Paul E. Tsongas knowingly accepted contributions in the form of loans in excess of the individual contribution limitations in violation of 2 U.S.C. § 441a(f).

(Continued)

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9. Find reason to believe that Dennis Kanin knowingly accepted contributions in the form of loans in excess of the individual contribution limitations in violation of 2 U.S.C. § 441a(f).

10. Approve the Factual and Legal Analyses, as recommended in the General Counsel's Report dated January 10, 1994.

11. Approve the appropriate letters, as recommended in the General Counsel's Report dated January 10, 1994.

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

Attest:

1-21-94
Date

Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat:	Tues.,	Jan. 11, 1994	2:41 p.m.
Circulated to the Commission:	Wed.,	Jan. 12, 1994	11:00 a.m.
Deadline for vote:	Tues.,	Jan. 18, 1994	4:00 p.m.
Received Objection:	Thurs.,	Jan. 13, 1994	11:12 a.m.
Placed on Agenda for:	Tues.,	Jan. 25, 1994	
Objection Withdrawn:	Fri.,	Jan. 21, 1994	12:59 p.m.
Withdrawn from Agenda			

bjr

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

January 26, 1994

VIA FACSIMILE
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Elkin McCallum
c/o Charles F.C. Ruff, Esq.
Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

RE: MUR 3585

Dear Mr. Ruff:

On April 12, 1993, the Federal Election Commission found that there is reason to believe your client, Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended. The Commission also issued a subpoena for a deposition in this matter.

As you may be aware, on October 22, 1993, the D.C. Circuit declared the Commission unconstitutional on separation of powers grounds due to the presence of the Clerk of the House of Representatives and the Secretary of the Senate or their designees as members of the Commission. FEC v. NRA Political Victory Fund, No. 91-5360 (D.C. Cir. Oct. 22, 1993). Since the decision was handed down, the Commission has taken several actions to comply with the requirements of the court's decision. While the Commission petitions the Supreme Court for a writ of certiorari, the Commission, consistent with that opinion, has remedied any possible constitutional defect identified by the Court of Appeals by reconstituting itself as a six member body without the Clerk of the House and the Secretary of the Senate or their designees. In addition, the Commission has adopted specific procedures for revoting or ratifying decisions pertaining to open enforcement matters.

In this matter, on January 21, 1994, the Commission revoted to find reason to believe that your client, Elkin McCallum, violated 2 U.S.C. § 441a(a)(1)(A), and to approve the Factual and Legal Analysis previously mailed to you. Please refer to that document for the basis of the Commission's decision. If you need an additional copy, one will be provided upon request. In addition, the Commission authorized the enclosed subpoena.

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All responses to the enclosed subpoena must be submitted to the General Counsel's Office, if you have not already done so. Any additional factual and legal materials or statements you wish to submit should accompany the response to the Subpoena.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie DeWitt Painter
Attorney

Enclosure
Subpoena

9704378484

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
)

SUBPOENA

TO: Elkin McCallum
c/o Charles F.C. Ruff, Esq.
Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on January 31, 1994, in the 10th Floor Conference Room, at 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 10 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by January 26, 1994. You may disregard this to the extent that you have produced these documents. However, if you have other relevant documents

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within your possession, you are to produce these documents on the day of the deposition.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 25th day of January, 1994.

For the Commission,

Trevor Potter
Chairman

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

9704378486

I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by January 26, 1994:

Documents connected with any action you have taken to recoup your financial losses arising from loans to The Tsongas Committee or Nicholas Rizzo.

Correspondence or other documents created, received, or discovered since the date of your previous subpoena response that relate to the loan transactions.

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FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

January 26, 1994

VIA FACSIMILE
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Michael A. Spinelli
c/o Philip Nyman, Esq.
375 Gorham Street
Lowell, MA 01852

RE: MUR 3585

Dear Mr. Nyman:

On April 12, 1993, the Federal Election Commission found that there is reason to believe your client, Michael A. Spinelli, violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended. The Commission also issued a subpoena for a deposition in this matter.

As you may be aware, on October 22, 1993, the D.C. Circuit declared the Commission unconstitutional on separation of powers grounds due to the presence of the Clerk of the House of Representatives and the Secretary of the Senate or their designees as members of the Commission. FEC v. NRA Political Victory Fund, No. 91-5360 (D.C. Cir. Oct. 22, 1993). Since the decision was handed down, the Commission has taken several actions to comply with the requirements of the court's decision. While the Commission petitions the Supreme Court for a writ of certiorari, the Commission, consistent with that opinion, has remedied any possible constitutional defect identified by the Court of Appeals by reconstituting itself as a six member body without the Clerk of the House and the Secretary of the Senate or their designees. In addition, the Commission has adopted specific procedures for revoting or ratifying decisions pertaining to open enforcement matters.

In this matter, on January 21, 1994, the Commission revoted to find reason to believe that your client, Michael A. Spinelli, violated 2 U.S.C. § 441a(a)(1)(A), and to approve the Factual and Legal Analysis previously mailed to you. Please refer to that document for the basis of the Commission's decision. If you need an additional copy, one will be provided upon request. In addition, the Commission authorized the enclosed subpoena.

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All responses to the enclosed subpoena must be submitted to the General Counsel's Office, if you have not already done so. Any additional factual and legal materials or statements you wish to submit should accompany the response to the subpoena.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Subpoena

9704378487C

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
)

SUBPOENA

TO: Michael A. Spinelli
c/o Philip Nyman, Esq.
375 Gorham Street
Lowell, MA 01852

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on January 28, 1994, in the GSA Conference Room (328), at 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 10 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by January 26, 1994. You may disregard this to the extent that you have produced these documents. However, if you have other relevant documents within your possession, you are to produce these documents on

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the day of the deposition.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 25th day of January, 1994.

For the Commission,

Trevor Potter
Chairman

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

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I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by January 26, 1994:

Documents connected with any action you have taken to recoup your financial losses arising from loans to The Tsongas Committee or Nicholas Rizzo.

Correspondence or other documents created, received, or discovered since the date of your previous subpoena response that relate to the loan transactions.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 26, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Steven Joncas
1913 Duffield Lane
Alexandria, VA 22301

RE: MUR 3585

Dear Mr. Joncas:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena which requires you to appear and give sworn testimony at the time and place indicated in connection with an investigation it is conducting. The Commission does not consider you a respondent in this matter, but rather a witness only.

As you may be aware, on October 22, 1993, the D.C. Circuit declared the Commission unconstitutional on separation of powers grounds due to the presence of the Clerk of the House of Representatives and the Secretary of the Senate or their designees as members of the Commission. FEC v. NRA Political Victory Fund, No. 91-5360 (D.C. Cir. Oct. 22, 1993). Since the decision was handed down, the Commission has taken several actions to comply with the requirements of the court's decision. While the Commission petitions the Supreme Court for a writ of certiorari, the Commission, consistent with that opinion, has remedied any possible constitutional defect identified by the Court of Appeals by reconstituting itself as a six member body without the Clerk of the House and the Secretary of the Senate or their designees. In addition, the Commission has adopted specific procedures for revoting or ratifying decisions pertaining to open enforcement matters.

In this matter, on January 21, 1994, the Commission re-voted to authorize the investigation in this matter. The Commission also issued the attached subpoena. Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of

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2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case. You may consult with an attorney and have an attorney present with you at the deposition. If you intend to be so represented, please advise us of the name and address of your attorney prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $40, plus mileage. Subsequent to the deposition, you will be sent a check for the witness fee and mileage.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Subpoena

9704378486

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
)

SUBPOENA

TO: Steven Joncas
1913 Duffield Lane
Alexandria, VA 22301

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on January 26, 1994, in Room 651, at the Federal Election Commission, beginning at 1 p.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, by January 26, 1994. You may disregard this order to the extent that you have produced these documents. However, if you have other relevant documents within your possession, you are to produce these documents on the day of the deposition.

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WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 24th day of January, 1994.

For the Commission,

Trevor Potter
Chairman

ATTEST:

Marjorie W. Emmons
Marjorie W. Emmons
Secretary to the Commission

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I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by January 26, 1994:

1. All documents, including but not limited to -- correspondence, notes, memoranda, schedules, itineraries, briefing materials, employment contracts, resumes, invitations, guest lists, and fundraising solicitations -- received from, sent to, concerning or mentioning the following individuals created, received or sent in connection with the 1992 presidential election:

   Nicholas A. Rizzo, Jr.
   Carla Maria Degnan
   Beth Cataldo
   James T. Lichoulas
   Lawrence Ansin
   William Berg
   Peter B. Caloyeras
   Thomas Kelley
   Elkin McCallum
   Anastasios Kalogianis
   Michael A. Spinelli
   Roger Trudeau

2. All campaign procedure documents used by The Tsongas Committee ("the Committee"), including but not limited to, instructions on the processing of contributions to the Committee, expenditures by the Committee, Committee reimbursement policies, and explanations of federal campaign finance law. Identify who you knew had received these documents during the campaign.

3. Any calendar, appointment book or other schedule you maintained in relation to your work for the Committee.

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FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

FEBRUARY 3, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

David Goldman
c/o Gary C. Crossen, Esq.
Foley Hoag & Eliot
One Post Office Square
Boston, MA 02109

RE: MUR 3585

Dear Mr. Crossen:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena which requires your client, Mr. Goldman, to appear and give sworn testimony at the time and place indicated in connection with an investigation it is conducting. The Commission does not consider your client, Mr. Goldman, a respondent in this matter, but rather a witness only.

As you may be aware, on October 22, 1993, the D.C. Circuit declared the Commission unconstitutional on separation of powers grounds due to the presence of the Clerk of the House of Representatives and the Secretary of the Senate or their designees as members of the Commission. FEC v. NRA Political Victory Fund, No. 91-5360 (D.C. Cir. Oct. 22, 1993). Since the decision was handed down, the Commission has taken several actions to comply with the requirements of the court's decision. While the Commission petitions the Supreme Court for a writ of certiorari, the Commission, consistent with that opinion, has remedied any possible constitutional defect identified by the Court of Appeals by reconstituting itself as a six member body without the Clerk of the House and the Secretary of the Senate or their designees. In addition, the Commission has adopted specific procedures for revoting or ratifying decisions pertaining to open enforcement matters.

On January 21, 1994, the Commission revoted to authorize the investigation in this matter. The Commission also issued the attached subpoena. Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making

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public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. Your client is advised that no such consent has been given in this case. If you intend to represent him at the deposition, please advise us so, in addition to the names and addresses of other attorneys that will be present, prior to the date of the deposition.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $40, plus mileage. Subsequent to the deposition, Mr. Goldman will be sent a check for the witness fee and mileage.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosures
Subpoena

9704378483 2

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
)

SUBPOENA

TO: David Goldman
c/o Gary C. Crossen
Foley Hoag & Eliot
One Post Office Square
Boston, MA 02109

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on February 15, 1994, in Room 323, 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 10 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463. You may disregard this order to the extent that you have produced these documents. However, if

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you have other relevant documents within your possession, you are to produce these documents by February 10, 1994.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 3rd day of February, 1994.

For the Commission,

Trevor Potter
Chairman

ATTEST:

for Marjorie W. Emmons
Secretary to the Commission

9704378484

I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by February 10, 1994:

1. All documents, including but not limited to -- correspondence, notes, memoranda, schedules, itineraries, briefing materials, employment contracts, resumes, invitations, guest lists, and fundraising solicitations -- received from, sent to, concerning or mentioning the following individuals created, received or sent in connection with the 1992 presidential election:

   Nicholas A. Rizzo, Jr.
   Carla Maria Degnan
   Beth Cataldo
   James T. Lichoulas
   Lawrence Ansin
   William Berg
   Peter B. Caloyeras
   Thomas Kelley
   Elkin McCallum
   Anastasios Kalogianis
   Michael A. Spinelli
   Roger Trudeau

2. All campaign procedure documents used by The Tsongas Committee ("the Committee"), including but not limited to, instructions on the processing of contributions to the Committee, expenditures by the Committee, Committee reimbursement policies, and explanations of federal campaign finance law. Identify who you knew had received these documents during the campaign.

3. Any calendar, appointment book or other schedule you maintained in relation to your work for the Committee.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

FEBRUARY 3, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

S. George Kokinos
c/o Gary C. Crossen
Foley Hoag & Eliot
One Post Office Square
Boston, MA 02109

RE: MUR 3585

Dear Mr. Crossen:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached subpoena which requires your client, Mr. Kokinos, to appear and give sworn testimony at the time and place indicated in connection with an investigation it is conducting. The Commission does not consider your client a respondent in this matter, but rather a witness only.

As you may be aware, on October 22, 1993, the D.C. Circuit declared the Commission unconstitutional on separation of powers grounds due to the presence of the Clerk of the House of Representatives and the Secretary of the Senate or their designees as members of the Commission. FEC v. NRA Political Victory Fund, No. 91-5360 (D.C. Cir. Oct. 22, 1993). Since the decision was handed down, the Commission has taken several actions to comply with the requirements of the court's decision. While the Commission petitions the Supreme Court for a writ of certiorari, the Commission, consistent with that opinion, has remedied any possible constitutional defect identified by the Court of Appeals by reconstituting itself as a six member body without the Clerk of the House and the Secretary of the Senate or their designees. In addition, the Commission has adopted specific procedures for revoting or ratifying decisions pertaining to open enforcement matters.

On January 21, 1994, the Commission revoted to authorize the investigation in this matter. The Commission also issued the attached subpoena. Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making

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public any investigation conducted by the Commission without express written consent of the person with respect to whom the investigation is made. Your client is advised that no such consent has been given in this case. If you intend to be present with your client at the deposition, please advise us of this in advance.

Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $40, plus mileage. Subsequent to the deposition, Mr. Kokinos will be sent a check for the witness fee and mileage.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Subpoena

9704378488

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
)

SUBPOENA

TO: S. George Kokinos
c/o Gary C. Crossen
Foley Hoag & Eliot
One Post Office Square
Boston, MA 02109

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on February 16, 1994, in Room 328, 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 10 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463. You may disregard this order to the extent that you have produced these documents. However, if

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you have other relevant documents within your possession, you are to produce these documents by February 10, 1994.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 3rd day of February, 1994.

For the Commission,

Trevor Potter
Chairman

ATTEST:

for Marjorie W. Emmons
Secretary to the Commission

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I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by February 10, 1994:

1. All documents, including but not limited to -- correspondence, notes, memoranda, schedules, itineraries, briefing materials, employment contracts, resumes, invitations, guest lists, and fundraising solicitations -- received from, sent to, concerning or mentioning the following individuals created, received or sent in connection with the 1992 presidential election:

   Nicholas A. Rizzo, Jr.
   Carla Maria Degnan
   Beth Cataldo
   James T. Lichoulas
   Lawrence Ansin
   William Berg
   Peter B. Caloyeras
   Thomas Kelley
   Elkin McCallum
   Anastasios Kalogianis
   Michael A. Spinelli
   Roger Trudeau

2. All campaign procedure documents used by The Tsongas Committee ("the Committee"), including but not limited to, instructions on the processing of contributions to the Committee, expenditures by the Committee, Committee reimbursement policies, and explanations of federal campaign finance law. Identify who you knew had received these documents during the campaign.

3. Any calendar, appointment book or other schedule you maintained in relation to your work for the Committee.

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FEDERAL ELECTION COMMISSION
WASHINGTON DC 20463

FEBRUARY 3, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Paul E. Tsongas
c/o Gary C. Crossen
Foley Hoag & Eliot
One Post Office Square
Boston, MA 02109

RE: MUR 3585

Dear Mr. Crossen:

On January 21, 1994, the Federal Election Commission found that there is reason to believe your client, Senator Tsongas, knowingly violated 2 U.S.C. § 441a(f), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, your client, Senator Tsongas, has an opportunity to demonstrate that no action should be taken against him. Senator Tsongas may submit any factual or legal materials that he believes is relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of receipt of this letter. Where appropriate, statements should be submitted under oath.

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

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

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after briefs on probable cause have been mailed to the respondent.

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

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless your client notifies the Commission in writing that he wishes the investigation to be made public.

For you and your client's information, we have enclosed a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690, or (800) 424-9530.

For the Commission,

Trevor Potter
Chairman

Enclosures
Order and Subpoena
Factual and Legal Analysis
Procedures

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 3585)

SUBPOENA

TO: The Honorable Paul E. Tsongas
c/o Gary C. Crossen
Foley Hoag & Eliot
One Post Office Square
Boston, MA 02109

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on February 18, 1994, in the 10th Floor Conference Room, 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 10 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463. You may disregard this order to the extent that you have produced these documents, but please note that the request for documents has been revised. If you

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have other relevant documents within your possession, you are to produce these documents by February 10, 1994.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 3rd day of February, 1994.

For the Commission,

Trevor Potter
Chairman

ATTEST:

for Marjorie W. Emmons
Secretary to the Commission

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I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by February 10, 1994:

1. All documents, including but not limited to -- correspondence, notes, memoranda, schedules, itineraries, briefing materials, employment contracts, resumes, invitations, guest lists, and fundraising solicitations -- received from, sent to, concerning or mentioning the following individuals created, received or sent in connection with the 1992 presidential election:

   Nicholas A. Rizzo, Jr.
   Carla Maria Degnan
   Beth Cataldo
   James T. Lichoulas
   Lawrence Ansin
   William Berg
   Peter B. Caloyeras
   Thomas Kelley
   Elkin McCallum
   Anastasios Kalogianis
   Michael A. Spinelli
   Roger Trudeau

2. All campaign procedure documents used by The Tsongas Committee ("the Committee"), including but not limited to, instructions on the processing of contributions to the Committee, expenditures by the Committee, Committee reimbursement policies, and explanations of federal campaign finance law. Identify who you knew had received these documents during the campaign.

3. Any calendar, appointment book or other schedules you maintained in relation to your work for the Committee. In particular, any and all versions of calendars, appointment books, or other schedules you maintained in relation to your activities during the month of September, 1991.

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Senator Paul E. Tsongas MUR: 3585

This matter was generated by information obtained by the Federal Election Commission ("the Commission") in the normal course of carrying out its supervisory responsibilities pursuant to the Federal Election Campaign Act of 1971, as amended ("the Act"). 2 U.S.C. § 437g(a)(2).

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(B). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A). No candidate or political committee shall knowingly accept any contribution made in violation of the limitations on contributions, and no officer or employee of a political committee shall knowingly accept a contribution made for the benefit or use of a candidate in violation of any limitation imposed on contributions. 2 U.S.C. § 441a(f); 11 C.F.R. § 110.9(a).

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Based on evidence available to the Commission, it appears that Senator Paul E. Tsongas solicited a $49,000 loan to The Tsongas for President Committee ("the Committee"). The evidence suggests that Senator Tsongas met with Anastasios Kalogianis and Nicholas A. Rizzo at a picnic at St. Constantine's Greek Orthodox Church on September 8, 1991. They sat together at a table and both Senator Tsongas and Mr. Rizzo told Mr. Kalogianis that the campaign needed money. Mr. Kalogianis agreed to give a $1,000 contribution to the campaign, and to loan $49,000 to the campaign over the course of a year. Senator Tsongas was present throughout this conversation. Senator Tsongas thanked Mr. Kalogianis for the loan.

Mr. Kalogianis made loans intended to benefit the Committee totaling $249,000. It appears that Senator Tsongas was aware of all of these loans. Senator Tsongas thanked Mr. Kalogianis repeatedly, told him that without his help the campaign would not be successful, and sat with him at campaign events to show his appreciation. Moreover, a letter dated December 24, 1991 and signed "Paul Tsongas" states, in part, "It could not have been possible to sustain ourselves to this point without your help.... If you and Nick [Rizzo] can get together and structure some additional financial assistance, then 'we'll be off to the races.'"

Moreover, there is evidence that Senator Tsongas was involved in soliciting loans from Elkin McCallum. It appears that Mr. McCallum met with Mr. Rizzo, Senator Tsongas and two other individuals at Mr. McCallum's office on September 17,

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1991. It should be noted that Mr. McCallum had written a loan check for $100,000 to the Committee on August 13, 1991. On October 21, 1991, Mr. McCallum made a second loan to the Committee of $50,000. Finally, Mr. McCallum made a loan of $100,000 on February 10, 1992, made payable to Mr. Rizzo, but intended to benefit the Committee. These loans were solicited and received by Mr. Rizzo. It is not clear whether Mr. McCallum and Senator Tsongas discussed the loans at the meeting on September 17, 1991. However, the evidence suggests that Mr. McCallum had told another individual that Senator Tsongas was aware of Mr. McCallum's loans.

It appears that Senator Tsongas was aware that Mr. Rizzo was soliciting loans from individuals in excess of their individual contribution limitations, and that Senator Tsongas was involved in soliciting at least one loan that exceeded Mr. Kalogianis' individual contribution limitation by $49,000. Therefore, there is reason to believe that Senator Paul E. Tsongas violated 2 U.S.C. § 441a(f) by knowingly accepting contributions in the form of loans in excess of the individual contribution limitations.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

FEBRUARY 3, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Dennis Kanin
c/o Gary C. Crossen
Foley Hoag & Eliot
One Post Office Square
Boston, MA 02109

RE: MUR 3585

Dear Mr. Crossen:

On January 21, 1994, the Federal Election Commission found that there is reason to believe your client, Dennis Kanin, knowingly violated 2 U.S.C. § 441a(f), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, Mr. Kanin has an opportunity to demonstrate that no action should be taken against him. He may submit any factual or legal materials that he believes are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

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

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

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after briefs on probable cause have been mailed to the respondent.

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

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless your client, Mr. Kanin, notifies the Commission in writing that he wishes the investigation to be made public.

For you and your client's information, we have enclosed a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690, or (800) 424-9530.

For the Commission,

Trevor Potter
Chairman

Enclosures
Order and Subpoena
Factual and Legal Analysis
Procedures

97043784903

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 3585)

SUBPOENA

TO: Dennis Kanin
c/o Gary C. Crossen
Foley Hoag & Eliot
One Post Office Square
Boston, MA 02109

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on February 17, 1994, in the 10th Floor Conference Room, 1003 J.W McCormack Building, POCH, Boston, Massachusetts, beginning at 10 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463. You may disregard this order to the extent that you have produced these documents. However, if

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you have other relevant documents within your possession, you are to produce these documents by February 10, 1994.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 7th day of February, 1994.

For the Commission,

Trevor Potter
Chairman

ATTEST:

Delores Hardy
Marjorie W. Emmons
Secretary to the Commission

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I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by February 10, 1994:

1. All documents, including but not limited to -- correspondence, notes, memoranda, schedules, itineraries, briefing materials, employment contracts, resumes, invitations, guest lists, and fundraising solicitations -- received from, sent to, concerning or mentioning the following individuals created, received or sent in connection with the 1992 presidential election:

   Nicholas A. Rizzo, Jr.
   Carla Maria Degnan
   Beth Cataldo
   James T. Lichoulas
   Lawrence Ansin
   William Berg
   Peter B. Caloyeras
   Thomas Kelley
   Elkin McCallum
   Anastasios Kalogianis
   Michael A. Spinelli
   Roger Trudeau

2. All campaign procedure documents used by The Tsongas Committee ("the Committee"), including but not limited to, instructions on the processing of contributions to the Committee, expenditures by the Committee, Committee reimbursement policies, and explanations of federal campaign finance law. Identify who you knew had received these documents during the campaign.

3. Any calendar, appointment book or other schedule you maintained in relation to your work for the Committee.

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Dennis Kanin MUR: 3585

This matter was generated by information obtained by the Federal Election Commission ("the Commission") in the normal course of carrying out its supervisory responsibilities pursuant to the Federal Election Campaign Act of 1971, as amended ("the Act"). 2 U.S.C. § 437g(a)(2).

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(B). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A). No candidate or political committee shall knowingly accept any contribution made in violation of the limitations on contributions, and no officer or employee of a political committee shall knowingly accept a contribution made for the benefit or use of a candidate in violation of any limitation imposed on contributions. 2 U.S.C. § 441a(f); 11 C.F.R. § 110.9(a).

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Based on evidence available to the Commission, it appears that Dennis Kanin solicited a $60,000 loan from Roger Trudeau to The Tsongas for President Committee ("the Committee"). Mr. Kanin met with Mr. Trudeau and Nicholas A. Rizzo at the Meridien hotel on August 7, 1991. They told Mr. Trudeau that the campaign urgently needed funds to pay back taxes and current payroll for Committee staff. Mr. Kanin and Mr. Rizzo solicited a short term loan for $60,000 from Mr. Trudeau. Mr. Rizzo explained that the loan would be legal because Mr. Trudeau would give the funds to Benco, Inc., Mr. Rizzo's company, which would then give money to the Committee. When Mr. Trudeau said that he did not have sufficient money and suggested that he try to solicit the funds from other individuals, Mr. Kanin interjected and indicated very strongly that he was opposed to that idea. Mr. Rizzo explained that confidentiality was crucial and said that he and Mr. Kanin had looked through a long list of potential lenders before choosing Mr. Trudeau. It appears that Mr. Kanin was very involved in the meeting, and concurred and nodded his head throughout the meeting.

The evidence suggests that Mr. Trudeau decided to make the loan only because both Mr. Kanin and Mr. Rizzo solicited the loan, and both were high ranking campaign officials. Following the meeting, Mr. Trudeau gave two loan checks totaling $60,000 to Mr. Rizzo on August 7 or 8, 1991, at Mr. Trudeau's office. Mr. Trudeau gave two additional loan checks totaling $20,000 to

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Mr. Rizzo on September 10, 1991. These loans were intended to benefit the Committee.

There is evidence that Dennis Kanin solicited a loan from Mr. Trudeau to the Committee that exceeded Mr. Trudeau's individual expenditure limitation by $60,000. Therefore, there is reason to believe that Dennis Kanin violated 2 U.S.C. § 441a(f) by knowingly accepting contributions in the form of loans in excess of the individual contribution limitations.

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FEDERAL ELECTION COMMISSION

FEBRUARY 3, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Thomas D. Kelley, Jr.
c/o Jonathan S. Springer, Esq.
Shaines & McEachern, PA
25 Maplewood Ave.
Portsmouth, NH 03801

RE: MUR 3585

Dear Mr. Springer:

On April 12, 1993, the Federal Election Commission found that there is reason to believe your client, Thomas D. Kelley, Jr., violated 2 U.S.C. § 441a(a)(1)(A).

As you may be aware, on October 22, 1993, the D.C. Circuit declared the Commission unconstitutional on separation of powers grounds due to the presence of the Clerk of the House of Representatives and the Secretary of the Senate or their designees as members of the Commission. FEC v. NRA Political Victory Fund, No. 91-5360 (D.C. Cir. Oct. 22, 1993). Since the decision was handed down, the Commission has taken several actions to comply with the court's decision. While the Commission petitions the Supreme Court for a writ of certiorari, the Commission, consistent with that opinion, has remedied any possible constitutional defect identified by the Court of Appeals by reconstituting itself as a six member body without the Clerk of the House and the Secretary of the Senate or their designees. In addition, the Commission has adopted specific procedures for revoting or ratifying decisions pertaining to open enforcement matters.

In this matter, on January 21, 1994, the Commission revoted to find reason to believe that your client, Thomas D. Kelley, Jr. violated 2 U.S.C. § 441a(a)(1)(A) and to approve the Factual and Legal Analysis previously mailed to you. Please refer to that document for the basis of the Commission's decision. If you need an additional copy, one will be provided upon request.

You may rely on your prior submissions, or you may submit any additional factual and legal materials that you

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believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath. In the absence of additional information, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690.

For the Commission,

Trevor Potter
Chairman

97043784912

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

FEBRUARY 3, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Anastasios Kalogianis
c/o William H. Schweitzer, Esq.
E. Mark Braden, Esq.
Baker & Hostetler
Suite 1110
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036

RE: MUR 3585

Dear Mr. Braden:

On April 12, 1993, the Federal Election Commission found that there is reason to believe your client, Anastasios Kalogianis, violated 2 U.S.C. § 441a(a)(1)(A).

As you may be aware, on October 22, 1993, the D.C. Circuit declared the Commission unconstitutional on separation of powers grounds due to the presence of the Clerk of the House of Representatives and the Secretary of the Senate or their designees as members of the Commission. FEC v. NRA Political Victory Fund, No. 91-5360 (D.C. Cir. Oct. 22, 1993). Since the decision was handed down, the Commission has taken several actions to comply with the court's decision. While the Commission petitions the Supreme Court for a writ of certiorari, the Commission, consistent with that opinion, has remedied any possible constitutional defect identified by the Court of Appeals by reconstituting itself as a six member body without the Clerk of the House and the Secretary of the Senate or their designees. In addition, the Commission has adopted specific procedures for revoting or ratifying decisions pertaining to open enforcement matters.

In this matter, on January 21, 1994, the Commission revoted to find reason to believe that your client, Anastasios Kalogianis, violated 2 U.S.C. § 441a(a)(1)(A) and to approve the Factual and Legal Analysis previously mailed to you. Please refer to that document for the basis of the Commission's decision. If you need an additional copy, one will be provided upon request.

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You may rely on your prior submissions, or you may submit any additional factual and legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath. In the absence of additional information, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690.

For the Commission,

Trevor Potter
Chairman

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FEDERAL ELECTION COMMISSION

WASHINGTON D.C. 20463

FEBRUARY 3, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Peter B. Caloyeras
c/o W. Edgar Jessup, Jr.
Ervin, Cohen & Jessup
9401 Wilshire Blvd.
Beverly Hills, California, 90211-2974

RE: MUR 3585

Dear Mr. Jessup:

On April 12, 1993, the Federal Election Commission found that there is reason to believe your client, Peter B. Caloyeras, violated 2 U.S.C. § 441a(a)(1)(A).

As you may be aware, on October 22, 1993, the D.C. Circuit declared the Commission unconstitutional on separation of powers grounds due to the presence of the Clerk of the House of Representatives and the Secretary of the Senate or their designees as members of the Commission. FEC v. NRA Political Victory Fund, No. 91-5360 (D.C. Cir. Oct. 22, 1993). Since the decision was handed down, the Commission has taken several actions to comply with the court's decision. While the Commission petitions the Supreme Court for a writ of certiorari, the Commission, consistent with that opinion, has remedied any possible constitutional defect identified by the Court of Appeals by reconstituting itself as a six member body without the Clerk of the House and the Secretary of the Senate or their designees. In addition, the Commission has adopted specific procedures for revoting or ratifying decisions pertaining to open enforcement matters.

In this matter, on January 21, 1994, the Commission revoted to find reason to believe that your client, Peter B. Caloyeras, violated 2 U.S.C. § 441a(a)(1)(A) and to approve the Factual and Legal Analysis previously mailed to you. Please refer to that document for the basis of the Commission's decision. If you need an additional copy, one will be provided upon request.

You may rely on your prior submissions, or you may submit any additional factual and legal materials that you believe are relevant to the Commission's consideration of

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this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath. In the absence of additional information, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690.

For the Commission,

Trevor Potter
Chairman

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

FEBRUARY 3, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

William Berg
c/o David L. Kelston, Esq.
Friedman & Atherton
53 State Street, 27th Floor
Boston, MA 02109

RE: MUR 3585

Dear Mr. Kelston :

On April 12, 1993, the Federal Election Commission found that there is reason to believe your client, William Berg, violated 2 U.S.C. § 441a(a)(1)(A).

As you may be aware, on October 22, 1993, the D.C. Circuit declared the Commission unconstitutional on separation of powers grounds due to the presence of the Clerk of the House of Representatives and the Secretary of the Senate or their designees as members of the Commission. FEC v. NRA Political Victory Fund, No. 91-5360 (D.C. Cir. Oct. 22, 1993). Since the decision was handed down, the Commission has taken several actions to comply with the court's decision. While the Commission petitions the Supreme Court for a writ of certiorari, the Commission, consistent with that opinion, has remedied any possible constitutional defect identified by the Court of Appeals by reconstituting itself as a six member body without the Clerk of the House and the Secretary of the Senate or their designees. In addition, the Commission has adopted specific procedures for revoting or ratifying decisions pertaining to open enforcement matters.

In this matter, on January 21, 1994, the Commission revoted to find reason to believe that your client, William Berg, violated 2 U.S.C. § 441a(a)(1)(A) and to approve the Factual and Legal Analysis previously mailed to you. Please refer to that document for the basis of the Commission's decision. If you need an additional copy, one will be provided upon request.

You may rely on your prior submissions, or you may submit any additional factual and legal materials that you

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believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath. In the absence of additional information, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690.

For the Commission,

Trevor Potter
Chairman

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FEDERAL ELECTION COMMISSION

WASHINGTON [illegible]

FEBRUARY 3, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Roger G. Trudeau
c/o Edward C. Cooley, Counselor at Law
Cooley, Manion, Moore & James, P.C.
21 Custom House Street
Boston, MA 02110

RE: MUR 3585

Dear Mr. Cooley:

On April 12, 1993, the Federal Election Commission found that there is reason to believe your client, Roger G. Trudeau, violated 2 U.S.C. § 441a(a)(1)(A).

As you may be aware, on October 22, 1993, the D.C. Circuit declared the Commission unconstitutional on separation of powers grounds due to the presence of the Clerk of the House of Representatives and the Secretary of the Senate or their designees as members of the Commission. FEC v. NRA Political Victory Fund, No. 91-5360 (D.C. Cir. Oct. 22, 1993). Since the decision was handed down, the Commission has taken several actions to comply with the court's decision. While the Commission petitions the Supreme Court for a writ of certiorari, the Commission, consistent with that opinion, has remedied any possible constitutional defect identified by the Court of Appeals by reconstituting itself as a six member body without the Clerk of the House and the Secretary of the Senate or their designees. In addition, the Commission has adopted specific procedures for revoting or ratifying decisions pertaining to open enforcement matters.

In this matter, on January 21, 1994, the Commission revoted to find reason to believe that your client, Roger G. Trudeau, violated 2 U.S.C. § 441a(a)(1)(A) and to approve the Factual and Legal Analysis previously mailed to you. Please refer to that document for the basis of the Commission's decision. If you need an additional copy, one will be provided upon request.

You may rely on your prior submissions, or you may submit any additional factual and legal materials that you

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believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath. In the absence of additional information, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690.

For the Commission,

Trevor Potter
Chairman

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FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

FEBRUARY 8, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Nicholas A. Rizzo
Federal Medical Center
2110 Center St., East
Rochester, MN 55903

RE: MUR 3585

Dear Mr. Rizzo:

On April 12, 1993, the Federal Election Commission found that there was reason to believe you knowingly and willfully violated 2 U.S.C. §§ 432(b)(1) and (3); 2 U.S.C. § 432(a); 2 U.S.C. § 432(h); 2 U.S.C. §§ 441a(a)(1)(A) and 11 C.F.R. § 110.9(a); 2 U.S.C. § 441a(f); and 2 U.S.C. § 441b and 11 C.F.R. § 114.2(c). The Commission held the investigation in abeyance pending the outcome of the criminal proceeding against you. Since you plead guilty to criminal charges in the matter of United States v. Nicholas A. Rizzo, Jr., (Criminal No. 93-10056-T), the Commission is now continuing its investigation of this matter.

As you may be aware, on October 22, 1993, the D.C. Circuit declared the Commission unconstitutional on separation of powers grounds due to the presence of the Clerk of the House of Representatives and the Secretary of the Senate or their designees as members of the Commission. FEC v. NRA Political Victory Fund, No. 91-5360 (D.C. Cir. Oct. 22, 1993). Since the decision was handed down, the Commission has taken several actions to comply with the court's decision. While the Commission petitions the Supreme Court for a writ of certiorari, the Commission, consistent with that opinion, has remedied any possible constitutional defect identified by the Court of Appeals by reconstituting itself as a six member body without the Clerk of the House and the Secretary of the Senate or their designees. In addition, the Commission has adopted specific procedures for revoting or ratifying decisions pertaining to open enforcement matters.

In this matter, on January 21, 1994, the Commission revoted to find reason to believe that you violated 2 U.S.C. §§ 432(b)(1) and (3); 2 U.S.C. § 432(a); 2 U.S.C. § 432(h); 2 U.S.C. §§ 441a(a)(1)(A) and 11 C.F.R. § 110.9(a) and 116.5(b); 2 U.S.C. § 441a(f); and 2 U.S.C. § 441b and 11

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C.F.R. § 114.2(c), and to approve the Factual and Legal Analysis previously mailed to you. Please refer to that document for the basis of the Commission's decision. If you need an additional copy, one will be provided upon request. In addition, the Commission authorized the enclosed subpoena.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials, along with responses to the enclosed subpoena to the General Counsel's Office by February 20, 1994. Documents and responses previously submitted do not have to be re-submitted. Where appropriate, statements should be submitted under oath.

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

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

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

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form and stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

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For your information, we have enclosed a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690.

For the Commission,

Trevor Potter
Chairman

Enclosure
Subpoena
Procedures
Designation of Counsel Form

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 3585)

SUBPOENA

TO: Nicholas A. Rizzo
Federal Medical Center
2110 Center St., East
Rochester, MN 55903

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on February 23, 1994, in the Federal Medical Center, beginning at 10 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463. You may disregard this to the extent that you have produced these documents. However, if you have

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other relevant documents within your possession, you are to produce these documents by February 20, 1994.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 7th day of February, 1994.

For the Commission,

Trevor Potter
Chairman

ATTEST:

for Delores Hardy
Marjorie W. Emmons
Secretary to the Commission

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I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by February 20, 1994:

1. All documents relating to your work for the Tsongas Committee, either in your individual capacity or as president and treasurer of Benco Consulting and Marketing Inc. or Auto Specialties Sales Co., to include, but not limited to, statements of financial institutions and associated canceled checks, debit and credit memoranda and advices, deposit slips and copies, check registers, reconciliations, bills, contracts, invoices, receipts, notes, and memoranda. In addition, all Tsongas Committee campaign procedure documents and documents detailing your activities in the Committee.

2. All written correspondence between you and Senator Paul Tsongas; S. George Kokinos, The Tsongas Committee treasurer; Dennis Kanin, The Tsongas Committee Campaign Manager; David Goldman; or any other representative of the presidential campaign. In particular, all documents, notes, or correspondence between, or by you and any member of the Tsongas Committee concerning: "The White Papers"- A Call to Economic Arms; Lawrence Ansin; Anastasios Kalogianis; establishment of an exploratory account; and an event at St. Constantine and Helen Church in Andover, MA.

4. All calendars, appointment books or other schedules you maintained in relation to your work for the Committee. In particular, all calendars, schedules, appointment books, notes, or memoranda you maintained during the month of September, 1991, especially in relation to a St. Constantine and Helen Church picnic. In addition, any notes, memoranda, or schedules you maintained during the month of August, 1991, especially in relation to a meeting among you, Dennis Kanin, and Roger Trudeau at the Hotel Meridian.

5. All documents relating in any way to the transactions processed through Account Number in the name of The Tsongas Committee at the Andover Bank,

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61 Main Street, Andover, MA 01810, including, but not limited to, statements of financial institutions with all enclosures (canceled checks, deposit slips, and debit and credit advices and memorandum), reconciliations, bills, invoices, receipts, check registers, contracts, loan agreements, notes, memoranda, and any other documents relating to funds deposited into or disbursements made from that account.

6. All documents relating to the source or the solicitation of the following deposits to Account Number $13,000 on June 26, 1991; $1,155 on July 12, 1991; $700 on July 15, 1991; $60,000 on December 4, 1991; $35,000 on December 5, 1991; and $65,575 on December 6, 1991.

7. All documents relating to any other loans made to you, Maria Rizzo, The Tsongas Committee, or any other party, the proceeds of which were deposited into Account Number including, but not limited to, any written agreement, note or memorandum of any kind relating to each loan. In particular, any notes or memorandum made by you, Maria Rizzo, Carla Degnan, or a member of the Tsongas Committee in relation to these loans.

8. All documents relating to any other loans made to you, Maria Rizzo, or The Tsongas Committee, solicited on behalf of The Tsongas Committee, including, but not limited to, any written agreement, note or memorandum of any kind relating to each loan.

9. All documents showing services performed or amounts due, including any billing, receipt, invoice, statement, reconciliation, note or memorandum with respect to all checks from Account Number made payable to Nicholas A. Rizzo or Maria Rizzo; and all documents showing the identity of all parties to whom the funds were subsequently disbursed.

10. All records for any other account that was maintained by you in the name of or, in any way connected to your work for The Tsongas Committee, including, but not limited to, all statements, canceled checks, deposits, debit and credit advices and memoranda, check registers, reconciliations, invoices, bills, receipts, notes and memoranda.

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FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

FEBRUARY 8, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Bill Hedrick
Warden
Federal Medical Center
2110 Center St., East
Rochester, MN 55903

Re: Nicholas Rizzo Deposition

Dear Mr. Hedrick:

The Federal Election Commission is investigating potential election law violations made in connection with Mr. Nicholas Rizzo, an inmate who was scheduled to enter your facility on January 18, 1994. Pursuant to its authority to enforce the Federal Election Campaign Act of 1971, as amended, the Commission intends to depose Mr. Rizzo, and requests your cooperation in this matter.

Pursuant to a telephone conversation with Mr. Dennis Bitz, staff attorney at your facility, we provide the following information. We would like to depose Mr. Rizzo on February 23. We plan to have three attorneys entering your facility: Delanie Painter
Jane Whang and James Portnoy
We also plan to have a court reporter present, and will supply you with the name of the reporter as soon as possible.

We appreciate your assistance and accommodation in this matter, and hope to hear from you soon in order to schedule a definite date. If you have any questions, please call me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

FEBRUARY 10, 1994

By Fax

Gary C. Crossen
Foley, Hoag & Eliot
One Post Office Square
Boston, MA 02109

Re: Depositions In Connection With MUR 3585

Dear Mr. Crossen:

I write because my efforts to reach you by telephone have proved fruitless and the time for conducting the depositions in the above-referenced matter is rapidly approaching.

When we first spoke, on February 3, 1994, you stated that your clients would not be available for depositions on the dates established by the Commission, to wit: David Goldman on February 15; George Kokinos on February 16; Dennis Kanin on February 17; and Paul Tsongas on February 18. You proposed instead that the depositions be conducted between February 28 and March 3. I advised you that we were disinclined to delay the depositions, but that we would consider your request upon receiving it in writing. You agreed to make your request in writing, most probably the following day, Friday, February 4.

Because I did not hear from you on Friday, February 4, or on the following Monday, February 7, I telephoned your office on Tuesday, February 8, to ascertain whether your clients intended to comply with the deposition subpoenas or whether you still intended to seek to modify the dates. I called again on Wednesday, February 9, and was advised that you were on the telephone but would call me back. You did not. I also tried to reach you on Thursday, February 10. As of this writing, I have not heard from you.

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Please be advised that Commission regulations require that a motion to quash a subpoena be made no more than five days after receipt of the subpoena. 11 C.F.R. § 111.15(a). You were served with the subpoenas in this matter by telecopier on February 3, 1994. Accordingly, your time to move to quash the subpoenas expires today, February 10. See 11 C.F.R. § 111.2.

Please contact me promptly at (202) 219-3690 if you wish to discuss this matter. If I do not hear from you today, I will assume that you have abandoned your objection to the subpoena dates and that your clients will appear as directed.

Thank you for your attention to this matter.

Sincerely,

James S. Portnoy
Attorney

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FOLEY, HOAG & ELIOT
ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
TELEPHONE: (617) 482-1390
CABLE ADDRESS "FOLEYHOAG"
TELECOPIER (617) 482-7347
TELEX 940688

GARY C. CROSSEN

IN WASHINGTON, D.C.
1615 L STREET, N.W.
SUITE 850
WASHINGTON, D.C. 20036
TELEPHONE (202) 775-0800

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RECEIVED
FEDERAL ELECTION COMMISSION

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via facsimile

February 14, 1994

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

Re: MUR 3585

Dear Mr. Portnoy:

This will confirm a number of telephone calls that I have had with you over the last several weeks in response to your desire to arrange for testimony to be given by David Goldman, George Kokinos, Dennis Kanin and Paul Tsongas. I have consistently advised you of the intention of the Tsongas Committee and the above-named individuals to cooperate with your on-going investigation. I have also advised you prior to the issuance of your subpoenas on February 3, 1994 that it was not possible to schedule the depositions of the individuals requested for the dates of February 15, 16, 17 and 18 because of the busy schedules of those individuals and of their counsel. At that time I proposed to you the scheduling of depositions on February 28, March 1, 2 and 3. Please be advised that it would be unwise for you to present yourself in Boston on February 15 for a deposition, as the individual who you hoped to depose still remains unavailable.

I continue to suggest the start date for these depositions of February 28, 1994. Naturally, I will avail myself of the remedies available to me through the courts if necessary. I hope that such a matter as scheduling will not require the court's intervention. Certainly, after the long delay since the initiation of the Commission's inquiry and the investigation by the Department of Justice, a less than two week delay in the schedule of these depositions cannot be considered by the Commission to be significant or objectionable.

Very truly yours,

Gary C. Crossen

Gary C. Crossen

Shaines & McEachern
Professional Association, Attorneys

VIA FEDERAL EXPRESS

94 FEB 14 PM 3:49
RECEIVED

May 11, 1993

Mary Tabor, Esq.
FEDERAL ELECTION COMMISSION
999 E Street, N.W.
Washington, D.C. 24063

RE: Respondent: Thomas D. Kelley, Jr.
MUR: #3585

Dear Ms. Tabor:

Enclosed please find the following:

1. Response to Factual and Legal Analysis;
2. Request for Pre-Probable Cause Conciliation; and
3. Statement of Designation of Counsel.

Thank you for your attention to this matter.

Very truly yours,
SHAINES & McEACHERN, P.A.

BY: _____
Jonathan S. Springer

JSS/kma

Enclosure

cc: Mr. Thomas D. Kelley, Jr.

9704378493

25 Maplewood Avenue, P.O. Box 360
Portsmouth, New Hampshire 03802-0360
Telephone 603/436-3110; FAX: 603/436-2993

FEDERAL ELECTION COMMISSION

RESPONDENT: Thomas D. Kelley, Jr.
P.O. Box 603
South Lancaster, MA 01561

MUR: #3585

RESPONDENT'S COUNSEL: Jonathan S. Springer, Esq.
Shaines & McEachern, P.A.
25 Maplewood Avenue
Portsmouth, NH 03801
(603) 436-3110

REQUEST FOR PRE-PROBABLE CAUSE CONCILATION PERIOD

I hereby request pre-probable cause concilation in this matter.

Thomas D. Kelley, Jr.

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f:\mur\thomaskelley.req

Shaines & McEachern
Professional Association, Attorneys

RECEIVED
FEDERAL ELECTION
COMMISSION
MAIL ROOM

Feb 14 11 31 AM '94

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

February 9, 1994

94 FEB 14 PM 3:49

Delaney DeWitt Painter, Esq.
FEDERAL ELECTION COMMISSION
Room 659
999 E Street, N.W.
Washington, D.C. 24063

RE: Respondent: Thomas D. Kelley, Jr.
MUR: #3585

Dear Ms. Painter:

Enclosed please find a Request for Extension of Time in the above-referenced matter.

In May, 1993, we requested a pre-probable cause conciliation in this matter; a copy of the request and the transmittal letter regarding the same is enclosed for your convenience. If I read the penultimate paragraph of the Commission's February 3, 1994 correspondence correctly, the Commission might find probable cause before entering conciliation. It was my understanding that we had a right to conciliation before a finding of probable cause. I would appreciate it if you would let me know where we stand on this matter, and whether Mr. Kelley has a right to a pre-probable cause conciliation hearing, and if so, when we might expect that to be scheduled.

Thank you for your consideration in this matter.

Very truly yours,
SHAINES & McEACHERN, P.A.

BY: _____
Jonathan S. Springer

JSS/kma

Enclosure

cc: Mr. Thomas D. Kelley, Jr.

25 Maplewood Avenue, P.O. Box 360
Portsmouth, New Hampshire 03802-0360
Telephone 603/436-3110; FAX: 603/436-2993

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RECEIVED
FEDERAL ELECTION
COMMISSION
MAIL ROOM

FEDERAL ELECTION COMMISSION

Feb 14 11 33 AM '94 585

RESPONDENT: Thomas D. Kelley, Jr.
P.O. Box 603
South Lancaster, MA 01561

RESPONDENT'S COUNSEL: Jonathan S. Springer, Esq
Shaines & McEachern, P.A.
25 Maplewood Avenue
Portsmouth, NH 03801
(603) 436-3110

94 FEB 14 PM 3:49
RECEIVED
FEDERAL ELECTION COMMISSION

REQUEST FOR EXTENSION OF TIME

1. By correspondence dated February 3, 1994, the Federal Election Commission informed the respondent that the Commission had re-voted to find reason to believe that the respondent violated 2 U.S.C. §441a.

2. By its February 3, 1994 correspondence the Commission also informed respondent that he could submit additional factual and legal materials relevant to the Commission's consideration, and that such materials should be submitted within fifteen days of the receipt of the letter.

3. Respondent's counsel received the Commission's correspondence on February 8, 1994. The fifteen day period would therefore expire on February 24, 1994.

4. Respondent and respondent's counsel respectfully requests an additional thirty days in which to submit additional factual and legal materials to the Commission. This extension would be until Monday, March 28, 1994.

5. The reasons for the extension are as follows:

a. One of the factual and legal issues in this matter involves the criminal conviction for fraud of Nicholas A. Rizzo, Jr., the individual who solicited the loan at issue from the respondent. Respondent's counsel needs time to obtain copies of the criminal indictment and associated pleadings in that case from the Federal District Court in Massachusetts.

b. Respondent's counsel needs time to research the factual and legal issues arising from this matter, including whether a loan obtained by Mr. Rizzo under fraudulent circumstances, which loan never reached the campaign and which loan was in fact solicited by Mr. Rizzo and used by Mr. Rizzo for his own personal purposes, can violate the federal election law governing loans to campaigns. Respondent's counsel currently has two trials scheduled for the first week of March, 1994, and thus the fifteen

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day period must be devoted to preparation for those trials; respondent's counsel will not be able to begin to adequately prepare a response to the Commission until after those two trials.

c. Prior to its February 3, 1994 correspondence, the last substantive communication from the Commission was in June, 1993. In the interim period, respondent has moved to Massachusetts, and both respondent and respondent's counsel need additional time to meet and review the case status.

6. For the foregoing reasons, the respondent and respondent's counsel respectfully request an additional thirty days, or until March 28, 1994, to submit additional factual and legal materials to the Commission.

Respectfully submitted

Thomas D. Kelley, Jr.
By His Attorneys

Shaines & McEachern, P.A.

Dated: February 9, 1994

By: _____
Jonathan S. Springer
25 Maplewood Avenue
Portsmouth, NH 03801
(603) 436-3110

9706437849337

LAW OFFICES
ERVIN, COHEN & JESSUP
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
NINTH FLOOR
9401 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90212-2974
TELEPHONE: (310) 273-6333
FAX: (310) 859-2325

JOHN W. ERVIN (1917-1992)
LEONARD COHEN (RETIRED)

W. EDGAR JESSUP, JR.
MELVIN E. SPEARS
BERNARD H. HASSING
RAPHAEL N. LEWIS
HAROLD J. DELEVIE
DAVID R. HASSEY
GARY J. FREEDMAN
LEO SILVER
JAMES A. RICE
ROGER J. HOLT
ALLAN S. COOPER
DAVID R. SANDS
GARY D. HOFHELD
GREGORY H. HARGREAVES
THOMAS A. KIRSCHBAUM
ALBERT J. TUMPSON
JOAN B. VELASQUEZ
C. A. GILLIFF III
THOMAS P. R. GARVIN
ROBERT MICHAEL WAGMAN
REEVE B. ERVIN
J. RICHARD GRIGGS
KENNETH A. LUCE
RONALD R. ST. MARIE

LINDA A. KIRIOS
PHILIP STARR
GARRY MARRAUGHTON
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STEVEN J. ROSEMAN
ELSA GARUCCIO
JACOB D. LEE
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VICTORIA WORTH
SANDY L. HOWES
DARI J. COOPER
PAUL P. LARRENCE
LISA S. BOORAVITZ
JULIANE C. STONE
CHUNG JAY WON
ELAEN D. HORNBLAIR

A PROFESSIONAL CORPORATION

WRITER'S DIRECT DIAL:
(310) 281-6310
REF. OUR FILE NO.
0309-001

February 16, 1994

94 FEB 16 PM 2:06
RECEIVED
FEDERAL ELECTION COMMISSION

VIA FAX (202) 219-3923

Delanie DeWitt Painter, Esq.
Federal Election Commission
Washington, D. C. 20463

Re: Peter Caloyeras MUR 3585

Dear Ms. Painter:

We respectfully request a 15-day extension to submit additional material in this matter from the "Change of Plea and Disposition Hearing" of Nicholas A. Rizzo, Jr. held on October 13, 1993 in U.S. v. Rizzo, Criminal Action No. 93-10056-T, United States District Court, District of Massachusetts (Tauro, D. J.).

Sincerely,

W. Edgar Jessup, Jr.

WEJ/pb
9C404704

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 17, 1994

VIA FAX AND
CERTIFIED MAIL

Nicholas A. Rizzo
c/o Bill Hedrick, Warden
Federal Medical Center
2110 Center Street, East
Rochester, MN 55903

RE: MUR 3585 Deposition

Dear Mr. Rizzo:

Pursuant to our authority under 11 C.F.R. § 111.15(c), we have decided to reschedule the deposition for March 9, 1994, in order to give you time to arrange for counsel. If you decide to be represented by counsel, you need to send us your designation of counsel form immediately. You may fax this form to our offices at (202) 219-3923.

If you have any problems with this date, please notify us before February 25, 1994. Otherwise, we will assume that you will be present for this rescheduled deposition. If you have any questions, you may reach me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

9704378499

U.S. Department of Justice
Federal Bureau of Prisons
Federal Medical Center

P.O. Box 4600
Rochester, MN 55903-4600

February 17, 1994

Delanie D. Painter
Attorney
Federal Election Commission
Office of General Counsel
999 E. Street NW
Washington, D.C. 20463

94 FEB 24 AM 9:41

MUR 3585

RE: RIZZO, Nicholas
Register No.: 19827-038

Dear Ms. Painter:

I have considered your request to take the deposition of inmate Nicholas Rizzo, on Wednesday, February 23, 1994.

Your request is approved subject to the following terms and conditions:

1. Each person coming into the institution will be required to produce a picture identification. Attorneys will also need some proof of admission to the bar of a jurisdiction.

2. Processing into the facility usually takes 15 minutes to one-half hour and plans should be made accordingly.

3. Institution security requires that all persons admitted to the Federal Medical Center be searched, as well as the contents of any brief cases or packages.

4. Your deposition is scheduled for Wednesday, February 23, 1994. Arrangements have been made to allow the deposition to run from 8:30 a.m.(central time) to no later than 3:15 p.m.

5. All persons participating in the deposition are required to be under constant visual supervision of staff.

6. In the event of an institution emergency, the deposition activities may be terminated.

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7. Once the vistors have entered the institution, they will remain in the institution until completion of the deposition or until 3:15 p.m. The visiting room is equipped with vending machines and a change machine.

Your letter dated February 8, 1994, listed the individuals who will be entering the institution for the deposition. If there are any additions to this list, the names must be provided by February 18, 1994.

Please be aware that the Bureau of Prisons can accommodate your request only to the extent of providing you an area inside the facility to take the deposition. The Bureau of Prisons has no authority to compel an inmate to appear at such a deposition or to compel an inmate to provide testimony at the deposition.

If you have any questions, please contact Mr. Dennis Bitz, Attorney/Advisor at (507) 287-0674.

Sincerely,

Bill Hedrick

Bill Hedrick
Warden

cc: Central File

97043784941

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

FEBRUARY 18, 1994

By Fax

Gary C. Crossen
Foley, Hoag & Eliot
One Post Office Square
Boston, MA 02109

Re: Depositions In Connection With MUR 3585

Dear Mr. Crossen:

I am in receipt of your letter dated February 14, 1994. Although we did not receive your written request to change the subpoena return dates for your clients until the day before their depositions were to begin -- and just hours before my colleagues and I were to leave for Boston -- we are prepared to make one more attempt to keep this matter out of court. Therefore, pursuant to our authority under 11 C.F.R. § 111.15(c), we have granted your request to change the subpoena return dates. As you requested, the depositions will be held as follows: February 28 -- David Goldman; March 1 -- George Kokinos; March 2 -- Paul Tsongas; and March 3 -- Dennis Kanin. Please understand, however, that no further extensions will be granted. Also, please be advised that the Commission does not waive any of its rights in this matter, including the right to seek judicial enforcement of the subpoenas.

If you wish to discuss this matter further, I may be reached at (202) 219-3690.

Sincerely,

James S. Portnoy
Attorney

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OGC#147

FOLEY, HOAG & ELIOT
ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
TELEPHONE: (617) 482-1390
CABLE ADDRESS "FOLEYHOAG"
TELECOPIER (617) 482-7537
TELEX 940693

IN WASHINGTON, D.C.
1615 L STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 775-0600

GREGORY T. MOFFATT

RECEIVED
FEDERAL ELECTION COMMISSION
94 FEB 22 PM 1:20

February 18, 1994

BY TELECOPIER

James Portnoy, Esquire
Federal Election Commission
999 E Street, N.W.
Washington, DC 20463

Re: Matter Under Review 3585

Dear Mr. Portnoy:

Enclosed please find Submission of the Tsongas Committee.

If you have questions, please feel free to contact me.

Sincerely yours,

Gregory T. Moffatt

Enclosures

cc: Hon. Paul E. Tsongas
Dennis R. Kanin, Esq.
The Tsongas Committee
Gary C. Crossen, Esq.
Anthony Mirenda, Esq.

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BEFORE THE FEDERAL ELECTION COMMISSION

IN THE MATTER OF MUR 3585

SUBMISSION OF THE TSONGAS COMMITTEE

This submission of the Tsongas Committee, Inc. ("the Committee") in the above-captioned matter, filed pursuant to 2 U.S.C. § 437g(a)(3) and 11 C.F.R. §§ 111.6 and 111.9, sets forth the position of the Committee with respect to issues identified in subpoenas served upon Hon. Paul E. Tsongas ("Tsongas") and Dennis R. Kanin ("Kanin"). It is submitted to describe to the extent possible the Committee's understanding of the events surrounding the actions of Nicholas A. Rizzo ("Rizzo") which resulted in his conviction in a case captioned United States v. Nicholas A. Rizzo, Crim. No. 93-10056-T (D. Mass.)[1], to outline the specific harms suffered by the Committee as a result of criminal wrongdoing on the part of Rizzo, as charged in the above-referenced criminal matter, and to respond to allegations apparently raised by certain persons who have provided testimonial and/or documentary evidence to the Federal Election Commission ("FEC").

[1] A copy of the Superseding Indictment in the above-referenced criminal case is attached hereto as Exhibit A. A copy of the transcript from Rizzo's Change of Plea and Disposition Hearing is attached hereto as Exhibit B.

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I. Chronology of Events

A. Rizzo's Prior Election Work With Tsongas And Others

Evidence that can be developed through fact gathering, review of documents, analysis of the record of the Rizzo criminal case and depositions of witnesses, including Tsongas, Kanin, David Goldman ("Goldman") and S. George Kokinos ("Kokinos") will establish the facts outlined herein.

Rizzo had acted as a fundraiser for Tsongas since 1974, when he served as one of the fundraisers for Tsongas's first campaign for election to the U.S. House of Representatives. Rizzo served as the principal fundraiser for Tsongas's 1976 reelection campaign as well as Tsongas's successful 1978 campaign for the United States Senate. Rizzo was also preparing to serve in the same capacity for Tsongas's 1984 reelection campaign and had raised initial funds for that effort when Tsongas announced that, as a result of his having developed cancer, he would not seek reelection.

During this time, Tsongas developed a deep level of trust in Rizzo and his ability to properly and successfully raise funds for Tsongas's political campaigns. This trust was shared by Kanin, who served as Tsongas's principal aide and, during campaigns, as his campaign manager. Tsongas operated campaigns on a tripartite system, whereby he delivered the campaign's political and philosophical message, Kanin ran day-to-day operations of the campaign organization, and Rizzo maintained principal responsibility for fundraising.

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In addition to his experience working with Tsongas, Rizzo also played significant fundraising roles in the 1980 reelection campaign of former President Jimmy Carter and in the 1984 presidential campaign of Walter Mondale. Rizzo had also been active in fundraising for a number of other candidates for federal and state office, and served as an Assistant Treasurer of the Democratic National Committee during the early 1980's.

B. Tsongas's Decision to Explore A Run For The Presidency

During the latter half of February or the first week of March, 1991, Tsongas reached an initial decision to consider campaigning for the Democratic Party's nomination for the 1992 presidential election. Tsongas and Kanin discussed such a campaign and hoped to duplicate the tripartite structure of the Senate campaign, with Rizzo as finance chairman. They approached Rizzo at his home to ask him to serve in this role and Rizzo accepted.

C. Rizzo's Activities From March to July 1991, Including Diversion Of Campaign Contributions

1. Rizzo's Opening Of The Campaign Account And The Undisclosed Account At Andover Savings Bank

On or about March 11, 1991, the Committee opened a checking account for the Tsongas Committee at BayBank Middlesex in Andover, Massachusetts. This account, became the Committee's regular depository and operating account during 1991 and 1992.[2] Rizzo's daughter, Carla Degnan ("Degnan") and Kanin

[2] Additional accounts eventually opened by the Committee included an advertising account, a payroll account, a credit card depository account,

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were made the signatories to the account.[3] Degnan served as Rizzo's bookkeeper at his business, Benco Marketing and Consulting, Inc. ("Benco") and was named as the Assistant Treasurer of the Committee. At approximately the same time, however, on March 8, 1991, unbeknownst to Tsongas, Kanin or anyone else associated with the nascent campaign effort, Rizzo opened a separate bank account (the "undisclosed Andover account") at the Andover Savings Bank, also in Andover, Massachusetts. Rizzo opened the undisclosed Andover account using his social security number and making himself the sole signatory to the account.

Rizzo told Tsongas and Kanin from the start that he would not be able to get into Boston (where the national headquarters would be located) on a regular basis and therefore wanted the finance office of the campaign to be in Andover.

During the early months of the campaign, as contributors began making donations to the Committee in amounts from $10.00 up to $1,000.00, Rizzo took control of those checks. He deposited many of the checks into the Committee's authorized account at BayBank-Middlesex, but, again unbeknownst to Tsongas, Kanin, or others in the campaign, also diverted substantial amounts into the undisclosed Andover account. Between March and December,

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and a loan guarantee depository account, for permissible commercial loans made to the Committee by BayBank.

[3] David Goldman, the Committee's business manager, was subsequently added as a signatory to the account, as was the Treasurer of the Committee, George Kokinos.

1991, Rizzo diverted approximately $181,000 in contributions to the Committee into the undisclosed Andover account.

2. Rizzo's Resistance To Handling Processing Of Contributions Through The Committee's Comptroller

All the Committee's expenses were to be deposited into the BayBank-Middlesex account, and all expenditures were to be made out of that account. The statements for the BayBank account went to a post office box in Andover controlled principally by Rizzo, and initially, all contributions to the Committee went to this same Andover post office box. Rizzo insisted on this method of handling Committee receipts and disbursements, ostensibly as a means to insure that the Committee did not overspend its budget. However, this method also afforded Rizzo the opportunity to syphon contributions to the Committee into the undisclosed Andover account.

The Committee staff grew during the Spring of 1991. Following the formal declaration of Tsongas's candidacy on April 30, friction began developing between Rizzo and Mary Wong ("Wong"), the Committee's comptroller, with regard to Rizzo's method of collecting contributions for the Committee. The accounting firm of Gordon, Harrington & Osborne of Andover, Massachusetts, initially employed by Rizzo as the Committee's accountants, processed all the campaign contribution checks from March until approximately July, 1991, so that ultimately these funds could be applied toward federal matching funds, and also for campaign reporting purposes to the FEC. Once Wong began serving as comptroller in April, 1991, she determined that she

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did not want contributions going through Gordon, Harrington & Osborne, especially because her responsibilities included filling out FEC reports, and she believed that she should process contributions to the Committee to insure that processing was completed properly and in compliance with all relevant laws. Rizzo resisted Wong's insistence that she process the contribution checks herself. At Kanin's insistence, Rizzo ultimately acquiesced to having contributions delivered to the Committee's headquarters office in Boston in or around July 1991. Even after the Committee designated its Boston headquarters as the destination for contributions received by the campaign, Rizzo still took many opportunities to seize contributions handed or mailed directly to him or collected by him from other Committee workers, and to divert those contributions into the undisclosed Andover account.

D. Rizzo's Scheme To Obtain Illegal Loans

The diversion and embezzlement of legitimate campaign contributions formed only one part of Rizzo's scheme to defraud the Committee.

Rizzo solicited loans from a number of persons, including several friends of Tsongas, by telling them that the proposed loans were for the Committee when in fact, Rizzo diverted the proceeds of the loans to his own purposes. To several of those people, Rizzo gave written or oral personal guarantees that the loans would be repaid. A summary of those activities follows:

1. Loans From Elkin McCallum

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On two occasions during 1991 and again in 1992, Rizzo solicited loans from Elkin McCallum ("McCallum"), the chief executive officer and majority shareholder of Jo-Ann Fabrics. Upon information and belief, on or about August 13, 1991, Rizzo approached McCallum about making a short term loan to the Committee in the amount of $100,000. Rizzo misrepresented to McCallum that such a loan was permissible as an exploratory loan, and that it would be used to purchase radio and television time. In fact, Rizzo knew that none of this was true. McCallum, who was a supporter of Tsongas and was interested in assisting in fundraising efforts, agreed to Rizzo's request and wrote a check to the Tsongas Committee for $100,000. Rizzo deposited the proceeds of the loan into the undisclosed Andover account.

Upon information and belief, on or about October 21, 1991, Rizzo again requested a loan from McCallum, and again told McCallum that the loan was permissible and would be used to make media buys. McCallum again agreed to make the requested loan.

Finally, upon information and belief, on or about February 11, 1992, after the Committee had learned of the existence of an account opened by Rizzo at the Andover Bank, Rizzo again approached McCallum for a loan. Rizzo appealed to McCallum to make yet another loan, citing the approaching New Hampshire primary as the principal reason for the request. Apparently, Rizzo told McCallum that he had reached the maximum in funds he could contribute to the exploratory account and that McCallum should write the check to Rizzo, who would in turn deposit the

money into the exploratory account in his own name. McCallum did as Rizzo asked and wrote a check for $100,000 to Rizzo. Rizzo deposited this check into his personal account and spent the proceeds on himself. Neither Tsongas nor Kanin was aware of any of these loans until after the Tsongas campaign had been suspended.

After making the final loan, McCallum began pursuing Rizzo for repayment. Eventually, Rizzo provided McCallum with a back-dated promissory note to keep him at bay. None of the $250,000 Rizzo borrowed from McCallum has been repaid. Tsongas did not learn of McCallum's loans until well into 1992, after the specific account activity of the undisclosed Andover account had been uncovered by the Committee. This point will be discussed below in greater detail.

2. Loans From Anastasios Kalogianis

Rizzo also sought and received loans from Anastasios a/k/a Arthur Kalogianis ("Kalogianis"), a family friend of Tsongas and the owner of Olympic Construction Company. As he had done with McCallum, Rizzo told Kalogianis that such loans were legal. In fact, Rizzo knew that none of this was true. Kalogianis provided Rizzo with a series of checks payable to the Committee as follows: $10,000 on September 10, 1991; $15,000 on September 25, 1991; $24,000 on October 2, 1991; $35,000 on December 5, 1991; and $65,000 on December 6, 1991. Rizzo deposited each of those checks into the undisclosed Andover account and spent the proceeds on his personal expenses.

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After the Committee first learned of the existence of the undisclosed Andover account, on or about January 27, 1992, Rizzo returned to Kalogianis and sought yet one more loan, telling Kalogianis, as he did McCallum, that the loan would enable the Committee to buy media time for the New Hampshire primary. Rizzo sought and received $100,000 from Kalogianis with the understanding that the loan would be for twenty-four hours only. Rizzo further induced Kalogianis to make the check payable to Rizzo. Rizzo deposited the money into his personal account and spent it on personal expenses. In total, Rizzo received $249,000 in loans from Kalogianis.

Kalogianis actively sought Rizzo in order to be repaid for the loans. To fend Kalogianis off, Rizzo employed a number of schemes. He wrote a thank you letter to Kalogianis dated December 24, 1991 which purported to be from Tsongas. The letter was typed on Committee letterhead. Even a cursory review of the letter, which has several typographical errors and is written on a manual typewriter apparently of the sort used by Rizzo, indicates its lack of genuineness. The Office of the United States Attorney for the District of Massachusetts specifically recognized the letter as Rizzo's work at his sentencing hearing on October 13, 1993. See Exhibit B at 18. Rizzo also arranged for Kalogianis to fly in a private jet to watch Tsongas participate in a presidential candidates debate in Washington, DC. Finally, Rizzo told Kalogianis that Tsongas had nicknamed his victory in the New Hampshire primary "Arthur," in honor of

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Kalogianis. None of the $249,000 Rizzo borrowed from Kalogianis has been repaid. Tsongas knew nothing of Kalogianis having made loans to Rizzo. That point will be addressed in greater detail below.

3. Loans From Roger Trudeau

Rizzo also sought and received loans from Roger Trudeau ("Trudeau"), a friend of Tsongas from political campaigns who is the President and controlling shareholder of Bedford Control Systems, Inc. in North Billerica, Massachusetts. Upon information and belief, on August 5 or August 6, 1991, Trudeau received a call from Rizzo. Rizzo asked Trudeau if he would come to a meeting with Rizzo and Kanin regarding something that Trudeau could do for the campaign. Rizzo called Trudeau on the morning of the scheduled meeting and asked Trudeau to meet him and Kanin at noon at the Hotel Meridien in Boston. Trudeau arrived first to the hotel, and was followed shortly thereafter by Rizzo. Rizzo told Trudeau that the Committee was very short of funds and that if it did not have a quick infusion of money, it would have to fold up just as Jay Rockefeller's campaign had done on August 5, 1991. Rizzo stated that the Committee's long-term fundraising prospects looked good. Rizzo told Trudeau that the campaign needed $60,000. Trudeau then apparently asked how such a transaction could be handled with the FEC and Rizzo explained that the campaign had reimbursed him for expenses. Rizzo told Trudeau that he was in a position to reverse the bills to the campaign for his expenses if Trudeau paid the $60,000 to

Rizzo. Trudeau apparently asked if he could involve two or three other people in order to collect that amount. Rizzo stated that he wanted the matter held in strict confidence and that others could not be involved. Kanin arrived late for the lunch. Although he did not focus on the conversation, he remembers that it largely consisted of "small talk" and that the substance of the loan arrangements between Rizzo and Trudeau had already been discussed. At some point, Trudeau's willingness to make the loan came up and Trudeau asked Kanin, "Is this okay?" Kanin responded that if Rizzo had checked it out and said that it was okay, it was okay. Kanin said this because he had been assured by Rizzo for years of his close and ongoing consultations with FEC staff (often citing names of specific FEC staff members, e.g., Pat Shepherd, as authorities for his statements) and his in-depth knowledge of FEC regulations and because Rizzo had assured him before the meeting that the purpose of the Trudeau loan was "soft money" expenditures authorized by the FEC for polling, research, and related activities.

At the end of the lunch, however, Kanin returned to his office and apparently asked Wong if it was permissible for an individual to make a loan to the Committee. David Goldman was present when Kanin asked Wong if this was the case. He learned that such a loan was not permissible, whereupon he called Rizzo and said, "We can't do this." Rizzo indicated to Kanin that the practice "used to be" permissible. Kanin understood that although Rizzo had thought that the practice was permissible,

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Rizzo would not go through with a loan from Trudeau.

In fact, Rizzo went ahead with the loan from Trudeau. Trudeau obtained $40,000 from his personal funds and borrowed an additional $20,000 from his company. Rizzo called Trudeau the same afternoon or the following afternoon to pick up the loan proceeds. Rizzo told Trudeau to make out the check to Benco, Inc. Trudeau gave Rizzo two checks, one for $40,000, representing his personal funds, and one for $20,000 representing the funds transferred from the account of Bedford Control Systems, Inc. to Trudeau's personal account. Rizzo deposited the checks into his business account and spent the money on personal and business expenses.

On September 8, 1991, Rizzo went to Bedford Control Systems, Inc. to pick up contribution checks Trudeau had solicited totalling about $2,000. While they were meeting, Rizzo told Trudeau that the campaign was virtually out of funds, and asked Trudeau if he could give more money, offering to accept whatever Trudeau could get. Rizzo said that this loan would be repaid at the same time as the prior $60,000. Eventually Trudeau put together a second loan of $20,000. Rizzo deposited the checks into his business account and spent the money on personal and business expenses.

Trudeau has stated that he has no knowledge that Tsongas knew of either loan, and no knowledge that Dennis Kanin knew of the second loan. Trudeau was apparently unaware of the fact that Kanin had told Rizzo that the first loan would not be proper.

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After making persistent requests to Rizzo to repay the loans, Rizzo ultimately repaid Trudeau $15,000. The remaining $65,000 has not been repaid.

4. Loan From Peter Caloyeras

Rizzo also sought and received a loan from Peter Caloyeras, a friend of Tsongas from Los Angeles, California. On or about September 27, 1991, Rizzo approached Caloyeras for a loan of $10,000. As with the other lenders, Rizzo told Caloyeras that the loan was legal and would be repaid shortly. In fact, Rizzo knew that none of this was true. Caloyeras wrote a check for $10,000 to the Tsongas Committee, which Rizzo deposited in the undisclosed Andover account and used for his personal expenses. None of the $10,000 Rizzo borrowed from Caloyeras has been repaid.

5. Loan From Thomas Kelley

Rizzo also solicited and received a loan from Thomas Kelley, the general manager of a Sheraton Hotel in Portsmouth, New Hampshire. Rizzo solicited this loan on or about October 22, 1991. Rizzo actually sought $40,000 from Kelley, but Kelley was not able to come up with that sum. Rizzo told Kelley that the loan was legal and would benefit the Committee. In fact, Rizzo knew that none of this was true. He promised to repay the loan in 45 to 60 days. Upon information and belief, Rizzo also played upon Kelley's emotions, reminding Kelley that Kelley's father had been a supporter of Tsongas and that both Tsongas and Kelley's father had developed cancer at about the same time, although

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Kelley's father had died. Kelley thereupon provided Rizzo with a check for $25,000, which Rizzo deposited in the undisclosed Andover account and used for his personal expenses. None of the $25,000 Rizzo borrowed from Kelley has been repaid.

6. Loan From Michael Spinelli

Rizzo also solicited and received a loan from Michael Spinelli, a businessman from Chelmsford, Massachusetts. Rizzo solicited this loan on or about October 16, 1991. Rizzo told Spinelli that the loan was legal and would benefit the Committee. In fact, Rizzo knew that none of this was true. Spinelli provided Rizzo with a check for $20,000 on those representations, which Rizzo deposited in the undisclosed Andover account and used for his personal expenses. Rizzo, for reasons which are not known to the Committee, paid Spinelli back in full.

7. Loan From William Berg

Rizzo also solicited and received a loan from William Berg, a business associate of Rizzo's. Rizzo solicited this loan on or about December 4, 1991. Rizzo told Berg that the loan was legal, that Tsongas knew about it, and that it would benefit the Committee. In fact, Rizzo knew that none of this was true. On Rizzo's representations, Berg loaned him $60,000, which Rizzo deposited in the undisclosed Andover account and used for his personal expenses. Rizzo, for reasons which are not known to the Committee, paid Berg $30,000 of the $60,000 Berg had loaned him.

The total amount Rizzo borrowed from the seven individual

lenders was $694,000,[4] of which he has repaid $65,000. Of the funds obtained through these schemes, $414,000 was deposited into the undisclosed Andover account, the $80,000 from Trudeau was deposited into Rizzo's Benco Marketing and Consulting, Inc. account, and $200,000 ($100,000 each from Kalogianis and McCallum), was deposited into Rizzo's personal bank account.

E. False Billing, Double Billing and Billing For Personal Expenses

Rizzo also defrauded the Committee by creating false billings, including double billings and billings for personal expenses. On or about January 2, 1992, Rizzo instructed Degnan to write a check to him from the Committee's authorized BayBank account for $42,000. He did not provide documentation for this billing, which he later claimed to treat as a reimbursement. Rizzo deposited the check into his Benco account and, upon information and belief, tried to disguise the proceeds as legitimate income from Benco clients. When Kanin and Committee Business Manager Goldman noticed the check stub in the Committee's check book, they demanded to know why Rizzo had caused the funds to be withdrawn. Rizzo told them that the amount represented reimbursements he was due, but was unable to document his expenses. Kanin demanded that the money be returned until Rizzo presented proper documentation of his expenses. For

[4] Another loan was solicited by Rizzo in March 1991 for $100,000 from Lawrence Ansin, now deceased. The check for that loan was made out to the Tsongas Committee. Rizzo deposited the proceeds of that loan in the undisclosed Andover account. Rizzo spent those funds on his personal expenses. That loan is not discussed above.

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the next several weeks Kanin persisted in demanding a return of the $42,000 and Rizzo kept promising to return it "tomorrow" or "in the next few days." Finally, about a month after the funds were withdrawn, Rizzo returned the funds to the Committee's authorized account.

With respect to an additional $35,000, more or less, Rizzo double billed the campaign in 1992 for expenses on which he had received reimbursement or which the Committee had paid directly, in 1991. These expenses included, but are not limited to, a bill for $13,000 from the Lafayette Hotel in Boston, and numerous travel advance checks made out to Committee staff member Steve Joncas for which Joncas denied ever making a request or receiving checks from Rizzo. The total amount of false billings, double billings and billings for personal expenses is in excess of $77,000.

Through his diversion of campaign contributions, his procuring fraudulent loans in the name of the Committee or supposedly on behalf of the Committee, and by falsely billing the Committee, Rizzo obtained approximately $1,052,000.

F. Committee Investigation Of Rizzo's Fraudulent Acts

1. Discovery Of The Undisclosed Andover Account

Rizzo's scheme began to unfold in January 1992. As early as Fall 1991, the Committee had received isolated reports from contributors that they had not received a thank you from the Committee after making a contribution, or that they had been solicited again after having given the $1,000 maximum

contribution. Initially, the Committee, in the person of Wong, attributed these occurrences to problems in gathering the relevant processing data after the contribution processing system was transferred from Rizzo's office and Gordon, Harrington and Osborne to the Committee headquarters in Boston. In January 1992, however, Kanin received an inquiry from a Committee staff worker in California, informing Kanin that the name of a contributor there did not appear in the Committee's contributor database. Kanin mentioned this inquiry to Wong on January 25. When she heard about the inquiry from California, Wong told Kanin that she had recently received an inquiry from contributors named William and Mary Wasserman from the Merrimack Valley area of Massachusetts. The Wassermans had either not received a thank you note or had been solicited after having contributed $1,000 to the Committee. The Wassermans sent Wong their cancelled check.

Wong told Kanin that she could not understand why the cancelled check, payable to the Committee, was not reflected by an appropriate entry in the Committee's contributor database files. Wong showed the check to Kanin. In examining the check, Kanin noticed that it had not been deposited at BayBank Middlesex but at another bank located in Andover, Massachusetts. The name of the bank was partially obscured. Kanin pointed this out to Wong, and to David Goldman who was also present. Kanin immediately called Rizzo at home to inquire into the anomaly. Rizzo initially denied the existence of a second account. Kanin told Rizzo that he had noticed the markings of another bank in

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Andover. At that point, Rizzo told Kanin that he had in fact opened a second account and that he had possibly deposited a few later checks into that account by accident and that the account had been "closed out" early in the campaign. Rizzo promised Kanin that he would look into the matter.

2. Investigation By F. Michael Kail, Esq.

Kanin was sufficiently concerned that on Sunday, January 26, 1992, he called F. Michael Kail, Esq. ("Kail"), a Committee volunteer in suburban Washington, DC and an attorney at the Washington law firm of Steptoe & Johnson. Kanin asked Kail to come to Boston the following day to make an initial investigation of the matter. Kail tried to postpone the trip because of his professional schedule, but Kanin pressed him to come to Boston the following day. Kail agreed to make the trip as Kanin had asked.

On Monday, January 27, Kail met with Rizzo at Rizzo's office in Andover. Rizzo asked Kail if he was acting as Rizzo's counsel, and Kail stated that he was not, rather, he was investigating the existence of the second account on behalf of the Committee. Rizzo told Kail that the account was an exploratory account, and that he had not been aware that an exploratory account was required to be combined with a campaign operating account once a candidate had officially declared his or her candidacy. Rizzo stated that such an account was permitted to accept contributions in excess of $1,000. Rizzo explained that he sometimes paid Committee vendors from his personal

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account, and then received reimbursement through the previously undisclosed Andover account. Kail told Rizzo that the Committee would need to receive a complete picture of the activity in the account. Kail asked Rizzo for copies of all his invoices and all non-Committee checks used to pay vendors. Rizzo told Kail that everything he had done was, if perhaps sloppy, still legal. Rizzo promised to comply with Kail's demand, but in fact never did during the course of Kail's investigation.

After Kail returned to Washington, he sought advice from another campaign volunteer, L. Anthony Sutin, Esq. ("Sutin") of the law firm of Hogan & Hartson. When Kail explained the facts to Sutin as he understood them, Sutin agreed that the matter was significant and merited a full investigation.

Kail returned to Boston on February 11 or 12, just days before the New Hampshire primary. He met with Rizzo again at a private club in Boston. Rizzo told Kail that he had just called the Andover Bank. Rizzo stated that he did not have the deposited checks, but that he had launched the process with the bank to obtain those checks. Rizzo told Kail that the Bank's research would cost $7,000 to $8,000. Following this meeting, and on Rizzo's representation that he was acquiring further necessary information from the bank, Kail reported the results to Kanin. Kanin urged Kail to pursue the matter. Kail stayed in touch with Rizzo by phone and was assured that he was pulling the information together that Kail had requested. Meanwhile, Kail got involved in primary efforts in Maryland, Florida, and

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Illinois.

In March, at Kanin's urging, Kail made further inquiry of Rizzo with respect to Rizzo's progress in obtaining information from the bank. Rizzo told Kail that he had delivered some of the information to the Committee, and was almost through collecting the remaining information. Shortly thereafter, in April or May 1992, Kail returned to Boston again in order to meet with Kanin, Sutin, Committee Treasurer Kokinos and Goldman. By this time, Sutin had assumed responsibility for the legal investigation into the matter involving the previously undisclosed Andover account.

3. Investigation By L. Anthony Sutin, Esq.

After Paul Tsongas withdrew from the presidential race, Sutin spoke to Kail again and said that the Rizzo matter should be cleared up in an expeditious fashion. Kail stated that he would call Rizzo. A few days later, Kail called Sutin and said that Rizzo had turned information regarding the account over to Goldman.

At approximately the same time Sutin received this information from Kail, he spoke to Kanin and let Kanin know that he would help the Committee with the FEC's audit of the campaign.

Thereafter, in Spring 1992, Sutin received a call from Kanin, Kokinos and Malcolm Verras, Esq. ("Verras"), another attorney who worked on the Committee staff. They explained that they wanted to address what they referred to as the "Benco matter". Sutin was unfamiliar with Benco, so the parties calling him explained that Benco was Rizzo's consulting firm. Sutin said

that prior to this telephone call, he had assumed that the Rizzo/Andover matter had been resolved. During the course of the telephone call, the parties indicated that the matter had not been resolved, and that they thought the time had arrived to "be more confrontational" with Rizzo. Sutin agreed to perform that task.

It was during this telephone call that Sutin first heard that the undisclosed Andover account was in the Committee's name. He and the other parties agreed on the need to have a meeting with Rizzo. Sutin was told during this conversation, or some nearly contemporaneous conversation, that Rizzo was ill or was in the hospital. He discussed trying to get records from Rizzo. Kokinos stated that he had been trying to get records from Rizzo for some time, albeit without success. Finally, the parties agreed that since the Committee was the named beneficiary of the Andover Savings Bank account, the Committee should go directly to the bank to attempt to get the records.

4. Reconstruction Of The Andover Account Activity

Once Tsongas withdrew from the presidential nomination campaign, Kokinos wanted to pull the Committee's financial documents together for the final routine audit by the FEC. As part of that preparation, he contacted Rizzo several times to attempt to get documentation from Rizzo regarding the activity in the undisclosed Andover account. At the request of Kokinos, in or around late April 1992, Rizzo finally agreed to pull documents together, as he had previously promised Kail. At some point in

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late April or early May, Rizzo called Kokinos and told him that it was going to cost about $3,000 and take several weeks for the bank to pull documents relating to the account together.

The Committee wanted the FEC to understand that the Committee was using its best efforts to compile the records. Therefore, on May 26, 1992, Kanin instructed Kokinos to obtain records directly from the Andover Bank on behalf of the Committee. Kokinos called the bank. He introduced himself to the branch manager in Andover as the Committee Treasurer and said that he wanted to know the status of the bank's investigation of the account. The branch manager he spoke with told him that at Rizzo's request dated May 22, 1992, the statements for the account had been pulled but not the underlying checks. Kokinos asked the branch manager for fax copies of the statements, and she agreed to send them to him. At that time Kokinos believed the second account would involve no more than about $100,000.

On May 27, 1992, the Andover Bank faxed the material Kokinos had requested to the Committee's Boston headquarters. When Kokinos saw the total account activity between March 1991 and January 1992, he was shocked at the scope of that activity.[5] Kokinos immediately showed the faxed bank statements to Kanin and they went through the statements together. Kokinos took

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[5] Prior to Kokinos receiving the bank statements from the Andover Savings Bank, Rizzo had given him photocopies of the fronts of several checks purportedly deposited into the undisclosed Andover account. These checks totalled approximately $20,000. Kokinos believes this may have been at sometime in April 1992. Rizzo originally told Kokinos that this was the extent of money in the Andover account.

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responsibility to make an accounting of all the activity in the undisclosed Andover account, and to obtain all additional relevant documentation from Rizzo.

Kanin or Kokinos alerted Sutin to the information provided in the bank statements from the undisclosed Andover account. Sutin and others from the Committee staff agreed to set up a meeting for June 8 with Rizzo. Prior to meeting with Rizzo, Sutin, Kanin, Kokinos, Goldman and Kail met together and reviewed the bank account statements which Kokinos had received from the Andover Savings Bank.

During the meeting, Rizzo acknowledged that he had opened the undisclosed Andover account and that he had placed contribution checks into that account, but he refused to address the issue of personal loans other than to say that the loans were made to him personally, not to the Committee. Sutin inquired of Rizzo how checks for the loans were made out. Rizzo avoided that issue, saying that the Committee should not worry, and stated that he should not be asked about it, and consistently confirmed that these were personal loans.

In the course of the meeting, Rizzo picked up a folder, and saw that the Committee had already received the bank statements. Rizzo confirmed that the activities involving the Andover account were his and his alone. Rizzo stated that he had "screwed up, that I will work it out, it is my problem," or words to that effect. Sutin informed Rizzo that it was potentially a problem for the Committee since the Committee's name appeared on the

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account. Rizzo acknowledged Sutin's position. Sutin indicated that there was a possibility of criminal exposure as a result of this account. Rizzo disputed that characterization saying, "No, it's just bookkeeping," or words to that effect.

Sutin discussed with Rizzo the problem presented by the presence of campaign contributions in the account. He asked Rizzo why he decided to open the second account. Rizzo stated that initially, there had been no money in the Committee's authorized account and that maintaining the undisclosed Andover account was necessary to see that vendors were paid. Kanin and Goldman disputed with Rizzo as to the non-availability of funds in the Boston accounts, and noted that in fact, vendors had been paid from the authorized account. Rizzo also told the others present at the meeting that some of the money in the undisclosed Andover account was his own, including money from a sale of stock. Rizzo told the others at the meeting that both personal and campaign expenses were paid out of the undisclosed Andover account.

As a result of the June 8 meeting, all the Committee staff present agreed that the FEC must be notified forthwith. The parties also agreed that Kokinos and Rizzo would review the materials from the undisclosed Andover account to identify the amounts deposited into and withdrawn from the account.

Sometime after the June meeting but before July 1, Rizzo called Kokinos to tell him that he had received the photocopies of the checks into and out of the undisclosed Andover account.

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Kokinos believes that call occurred on a Saturday, possibly June 20. Rizzo insisted that they meet at the Sheraton Rolling Green Hotel in Andover. Kokinos picked up the package of checks in and out from Rizzo at that location, and Rizzo refused to discuss the matter with him. On June 24, Kokinos spent the entire day preparing an analysis of the checks into and out of the Andover account, and reported the results of his analysis to Paul Tsongas. It was then for the first time that Tsongas, Kanin and the Committee learned of the amounts of the loans and the identity of the makers. Kokinos faxed his report to Sutin the next day.

After making his June 24 review of the materials supplied to him by Rizzo, Kokinos contacted Rizzo to ask him about the origin of a $60,000 deposit into the undisclosed Andover account. Rizzo told him that the unidentified deposit was a deposit made by Rizzo from personal funds.[6]

Tsongas and Kanin determined that they should confront Rizzo personally. Shortly thereafter, probably in mid-July 1992, they travelled to Rizzo's office for that meeting. Tsongas and Kanin told Rizzo how angry they were, and told him that they felt betrayed. Rizzo was asked what had happened to the money from the account. Rizzo told Tsongas and Kanin that he was deep in debt, and that he might soon have to declare bankruptcy. He told them that he had been involved in a number of real estate deals, and had taken out a number of loans. He stated that he was no

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[6] In fact, this money represented the loan from Berg.

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longer able to continue to make the payments on the loans. Rizzo told Tsongas and Kanin that he never intended at the start of campaign to engage in the scheme, but once it got started, it just went from there. Tsongas said that he was going to talk to Sutin about what the appropriate thing was to do, and told Rizzo that whatever was appropriate, the campaign was going to do. Rizzo did not respond to that remark, and in fact, was very subdued throughout the meeting.

During the course of the meeting, Rizzo had said that he had partners in several real estate transactions, and that he did not want to let them down by declaring personal bankruptcy. Tsongas said that it was ironic that Rizzo did not mind letting the campaign down but that he would not let his real estate partners down. Rizzo said that he expected a large sum of money later in the year, a figure which he claimed related to payment for a real estate transaction. Rizzo told Tsongas and Kanin that he was going to use that money to try and pay back the people who had loaned him money under the guise of lending money to the Committee. Tsongas asked Rizzo what assets he had. Rizzo stated that he had virtually none, that there was some money in trust for his children, but that he could not touch that. He stated that he had a mortgage on his house, but that the house was really not worth anything, and that he was thinking of moving into a rental unit as his house was too expensive for him to maintain.

5. <u>Notification to the FEC</u>

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Sutin called the FEC audit division on June 10, 1992 in order to set up a meeting to speak with auditors from the commission. Sutin indicated to the FEC staff person with whom he spoke that the FEC might want to have its legal counsel at the planned meeting. On June 12, Joseph Stoltz ("Stoltz"), an auditor from the FEC, telephoned Sutin to ask why he had scheduled the meeting. Sutin told Stoltz that he wanted to speak with the FEC about two unauthorized accounts which had been opened in the name of the Tsongas Committee.[7]

Sutin met with members of the FEC audit staff on June 17, 1992. Sutin indicated that the Committee would cooperate with the FEC's investigation of the unauthorized accounts. He told the FEC staff that the Committee had discovered the Andover Savings Bank account as well as the account opened in Texas. Sutin told the FEC that the Andover account had been opened by Rizzo without authorization from the Committee, indicated that hundreds of thousands of dollars had passed through the account, indicated that loans made by individuals had been deposited into the account, indicated that both campaign and personal expenses of Rizzo had been paid out of the account, and indicated that the existence of the account and the contributor deposits into the account had not been previously reported to the FEC.

Sutin told the FEC staff that the Committee recognized its obligation to make a full disclosure and further recognized that

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[7] Sutin indicated that the second unauthorized account was an account opened by Tsongas campaign volunteers in Texas without the Committee's authorization.

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Rizzo faced potential criminal exposure resulting from the opening and maintenance of the account. Sutin told the FEC that the Committee intended to be fully cooperative, that the Committee would gather all the relevant documents from the account, and that the Committee would follow any route in pursuing the matter that the FEC desired to take. The personnel from the FEC thanked Sutin for bringing the matter to their attention, expressed their appreciation for his coming in, and stated that the FEC recognized the seriousness of this matter. The FEC staff indicated that they would get back in touch with Sutin as to the next steps to be taken in pursuing the matter.

Over the course of several days, Sutin got the names of all the lenders whose checks were then known to have been placed in the Andover account.[8] He wrote letters to each of these lenders. Each of the lenders responded to Sutin, either personally or through counsel, and all confirmed that they had made loans having been told by Rizzo that the loans were legal. On July 1, 1992 Sutin turned over the Andover Savings Bank statements to the FEC. Sutin also provided the FEC with a copy of the worksheet that Kokinos had prepared. During a July meeting with the FEC audit staff, Sutin also delivered to the FEC copies of the checks

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[8] At this point, the Committee was unaware of the loans from Trudeau, which had been deposited into Rizzo's Benco account; the $200,000 in loans of $100,000 each which Rizzo had received from McCallum and Kalogianis in 1992 and had been deposited into Rizzo's personal bank account; and the $60,000 loan from Berg, evidence of which did not appear due to a technical problem the Andover Savings Bank faced in photographing records of that transaction.

from the Andover account.

At some point in early July, Sutin had a meeting with Committee Chairman Barry B. White, Esq. ("White"), Kanin and Kokinos. The parties agreed that the Committee should again make clear to the FEC that the Committee was going to cooperate fully with the FEC's investigation. White viewed the loans as criminal activity on Rizzo's part. White wanted to know whether the Department of Justice ("DOJ") should be informed of Rizzo's activity. Sutin expressed his view that there certainly were possible criminal violations involved in the use of the account. Sutin explained that the FEC is an authority of initial jurisdiction. He explained to the Committee members that the FEC had the option to refer possible criminal violations to the DOJ. Sutin explained that the DOJ and the FEC have a letter of understanding covering such matters. Sutin stated that for the time being, it would be preferable for the Committee to cooperate with an FEC investigation. Subsequently, Kanin and Tsongas met about the matter and decided to press Sutin about whether the matter should be referred to the DOJ. They spoke to Sutin by phone and he reiterated his earlier counsel that for the time being the proper authority to conduct the investigation was the FEC.

After this meeting with the Committee members, Sutin returned to the FEC to update the FEC staff and to raise once again the issue of whether or not the Committee should bring the matter to the attention of the DOJ. This meeting took place at

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some point in July. Sutin also wrote a letter to the FEC to confirm that the Committee wanted instruction from the FEC as to whether the Committee should bring the matter to the attention of the Department of Justice. Sutin told the FEC that he would do whatever he could to piece together issues surrounding the account in order to assist the FEC's investigation. He asked for and received an agreement from the FEC to have the Committee freeze FEC compliance activity until the FEC had completed its investigation. Sutin subsequently informed Kanin that the FEC had agreed to this request. Kanin stated that he wanted to have the Committee continue all its compliance activity throughout the course of the FEC's investigation.

Sutin contacted Richard A. Gargiulo, Esq. ("Gargiulo"), then Rizzo's counsel, with demand letters from the Committee to Rizzo. Through Gargiulo, Rizzo stated that he would return to the Committee any money he owed and would pay back the lenders and that the issue would go away. Over the course of several weeks, Sutin and the Committee arrived at the dollar amount it appeared Rizzo owed the Committee. That amount totalled $142,000. Rizzo sent Kokinos a note and a post-dated check in August. The check was dated for some time in September. The date of the note and check came and went without Rizzo providing payment to the Committee. In September, 1992, Sutin called Richard Gargiulo and asked Gargiulo whether the Committee should sue Rizzo for the amount owed. Gargiulo indicated to Sutin that Rizzo did not have any money.

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6. The Criminal Investigation and Prosecution of Rizzo

In late November 1992, Kanin received word from the Federal Bureau of Investigation that it was conducting an investigation into Rizzo's activities with the Committee. The agent with whom Kanin spoke indicated that he wanted to speak with Kanin and others from the Committee. Kanin contacted undersigned counsel Gary C. Crossen, Esq. for assistance in responding to the government's request. Throughout the intervening ten and one-half months, the Committee assisted the government in every way deemed appropriate by the prosecutors and undersigned counsel. This included making available to the government a number of witnesses for interviews and to coordinate testimony before the grand jury. The Committee also provided documents at the request of the government. As is made manifest in both the Superseding Indictment and the transcript of the Rizzo's Change of Plea and Disposition Hearing, both of which are attached hereto, the government has recognized that Rizzo's actions victimized the Committee, its contributors, Paul Tsongas individually, and the taxpayers.

II. Victimization Of The Committee By Rizzo

The Committee was victimized by Rizzo in a number of respects, including the following:

A. Theft of Campaign Contributions

From March 1991 until January 1992, Rizzo diverted to the undisclosed Andover account approximately $181,000.00 in contributions made by numerous supporters of Tsongas, which were

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intended to go to the Committee. During the months that the account was open, Rizzo spent the vast bulk of the diverted funds on expenses which were not related to the expenses of the Committee.

As a result of this diversion of funds, the Committee lost the use of monies in the early months of the campaign. The Committee had to forego certain opportunities to spread Tsongas's campaign message at a time when commitments are made by persons interested in becoming active in or contributing to one or other candidate's campaign. In addition, the Committee had to make do with a smaller staff than would have been possible if it had use of all the monies to which it was entitled.

It is impossible to calculate the precise impact Rizzo's defalcation of campaign contributions had on the Committee, but it did affect the campaign's ability to attract personnel and additional funds, and to spread its message more effectively.

B. Loss of Federal Matching Funds

As a result of Rizzo's diversion of campaign contributions, the Committee was unable accurately to report legitimate contribution receipts to the FEC. Such reporting is not only a requirement of the Federal Election Campaign Act, but had such receipts been reported, the Committee would have stood to gain approximately $75,000.00 in federal matching funds which it never received. The $75,000.00 figure can only be approximated, since to the Committee's knowledge, the Andover Bank has never been able to fully reconstruct the record of deposits into the

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unauthorized account. As with the diverted funds themselves, the loss of these funds had a negative impact on the Committee's ability to fund its staffing, advertising and other needs. In addition, the campaign was reporting substantially smaller amounts of money eligible to be matched, creating a false impression of a smaller base of support in the early months of the campaign.

C. False Billing, Double Billing, and Billing for Personal Expenditures

During the months of 1991 and 1992 that Rizzo was diverting campaign contributions from the Committee, he was also double billing the Committee for expenses, including some not actually incurred. Further, he submitted bills for expenses which, upon examination by the Committee's staff, turned out to be expenditures for personal expenses. As a result of his wrongdoing, he attempted to obtain from the Committee more than $77,000.00 to which he was not entitled, and actually succeeded in obtaining over $35,000.00 as the result of his fraudulent billing practices.

D. Damage to Good Will of Contributors for the Tsongas Committee

As the result of Rizzo's actions, the Committee has been damaged by the loss of good will on the part of some Committee supporters. The damage can best be described as falling into three principal categories.

First, in the course of Rizzo's fraud, he convinced eight businessmen in Massachusetts, New Hampshire and California to

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make loans, purporting those loans to be for the benefit of the Committee. The total value of these loans was $794,000.00.

Pursuant to federal election law, the Committee could not accept loans from individuals, and did not accept or receive the proceeds from any of the loans solicited by Rizzo. After making the loans, and at least as of the time of Rizzo's indictment, the persons who made the loans to Rizzo learned that their money did not go to meet campaign expenses and had not been legally solicited by Rizzo. The Committee has had to spend considerable resources responding through counsel to inquiries by the lenders and explaining to these persons why the Committee is not financially in the position to help them recoup their losses, and even if it were, why it could not do so under the federal election laws.

Second, as a result of Rizzo's diverting campaign contributions into the unauthorized account, some persons who believed they had contributed to the Committee were never acknowledged for their contribution. This further damaged good will toward the Committee and Tsongas personally.

Third, Rizzo's fraud against the Committee has damaged the campaign's ability to retire its debt. In seeking to solicit funds for debt retirement, the Committee has met with at least some refusals which were explicitly based on the Rizzo defalcation.

E. <u>Federal Election Commission Audit</u>

The Rizzo defalcation has been by far the most complex issue

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facing the Committee in the audit of the campaign by the FEC. In addition to the normal campaign audit, the Committee has also had to respond to FEC inquiries as part of this Matter Under Review. The complexity of the audit as a result of the defalcation, as well as the Matter Under Review, have resulted in the Committee having to expend considerable resources investigating the defalcation and working with counsel in representing the Committee before the FEC.

III. Committee Responses To MUR 3585

A. Committee Response To Allegations Pertaining To Paul Tsongas

The FEC has notified undersigned counsel in a letter which accompanied the FEC's preliminary factual and legal analysis

> that there is reason to believe your client, Senator Tsongas, knowingly violated 2 U.S.C. § 441a(f), a provision of the Federal Election Campaign Act of 1971, as amended. . . .

Letter of T. Potter to P. Tsongas, c/o G. Crossen (February 3, 1994 at 1). The FEC asserts that Tsongas violated 2 U.S.C. § 441a(f) and 11 C.F.R. § 110.9(a) by "knowingly accept[ing] any contribution made in violation of the limitations on contributions, [or by] knowingly accept[ing] a contribution made for the benefit or use of a candidate in violation of any limitation imposed on contributions." Factual and Legal Analysis (Tsongas) at 1 (citing 2 U.S.C. § 441a(f) and 11 C.F.R. § 110.9(a)). In substance, the FEC alleges that Tsongas knew about loans made by both Kalogianis and McCallum upon the solicitations of Rizzo.

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1. The Kalogianis Loans

In substance, the FEC alleges that evidence has been made available to it which tends to indicate that Tsongas solicited a $49,000 loan from Kalogianis. Id. at 2. The evidence received by the FEC tends to indicate that Tsongas, Kalogianis and Rizzo met at a church picnic on September 8, 1991 and that while there, Rizzo told Kalogianis that the Committee needed money, and that Kalogianis agreed to make a $1,000 contribution and a loan of $49,000. The Legal and Factual Analysis indicates that Tsongas was present for this conversation and thanked Kalogianis for the loan.

In fact, Tsongas attended the church picnic at the request of Rizzo. Committee Treasurer Kokinos happened to be working at the picnic that afternoon and observed Tsongas throughout the entirety of his brief stay. Tsongas arrived at approximately 4:00 P.M. Upon his arrival a large crowd of well-wishers surrounded him. Kalogianis was among the crowd and walked with Tsongas throughout the picnic grounds. When Tsongas was seated for approximately five minutes to have a plate of food, Kalogianis sat next to him. Kokinos observed that during the time the two men sat together, people continually approached Tsongas to say hello and wish him well. At the insistence of Kalogianis, Tsongas made brief remarks and departed immediately thereafter. Kokinos estimated that Tsongas was at the picnic grounds for less than thirty minutes. Given this understanding of the situation, it is highly improbable that Tsongas could or

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would have taken the opportunity to solicit loans from Kalogianis.

The Legal and Factual Analysis further alleges that Tsongas was aware of the total of $249,000 Kalogianis made in loans in the form of checks payable either to Rizzo or to the Committee. The Legal and Factual Analysis further alleges that Tsongas repeatedly thanked Kalogianis, informed him that without his help, the campaign would not be successful, dedicated his New Hampshire victory to Kalogianis, and wrote a letter dated December 24, 1991 thanking Kalogianis.

As noted above, the government took the position at Rizzo's Change of Plea and Disposition Hearing that Rizzo had produced the letter of December 24, 1991 which purported to be a thank you letter from Tsongas to Kalogianis. Moreover, as part of campaigning, it was Tsongas's regular practice to thank those who supported the campaign. The FEC's Factual and Legal Analysis seeks to convert a common political gesture into something far less innocent. The facts of the case simply do not support this allegation.

With respect to these allegations, the Committee notes that Kalogianis responded to a subpoena issued by the FEC, apparently in the above-captioned matter, on October 25, apparently in 1992. In his responses, signed under the pains and penalties of perjury, Kalogianis responded that he had made a $1,000 donation to the Committee and had made five loans which were purported to be for the Committee and which had a total value of $149,000. He

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also responded that he had made a loan to Rizzo for $100,000. The Committee submits Kalogianis's further responses to Questions 3 and 4 of the same subpoena:

> **Q3. Documents and a written explanation relating to the making of loan(s), including, but not limited to, references to your understanding of the identity of the borrower; correspondence, memoranda or other documents indicating who solicited the loan, when the loan was solicited; how long the loan was solicited; and when repayment was expected.**
>
> A3. The checks were given to Mr. Rizzo as a loan to be repaid. Mr. Rizzo told me that I could lawfully make the loans. In reliance upon Mr. Rizzo's assurances, I made the loans. I made the contribution in the amount of $1,000.00 with the understanding that was the most I could contribute.
>
> Mr. Rizzo gave me the three checks identified in paragraph 2 to repay the loan.[9] He told me to hold the checks until the funds were deposited to cover the checks. He explained he was getting a personal loan to cover the repayment of the loans. I have not yet deposited the checks as Mr. Rizzo has not informed me that funds are available to cover the checks.
>
> **Q4. Describe any contact you have had with Senator Paul Tsongas or any representative of his presidential campaign concerning the making or repayment of the loan(s).**
>
> A4. See Answer to Number 3, above.

Response of Anastasios Kalogianis to Subpoena Issued by Federal Election Committee [sic], October 25, 1992 at 2-3.

Kalogianis's further answers to an FEC subpoena served upon him in 1993 also fail to implicate Tsongas in the solicitation of

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[9] Rizzo apparently provided Kalogianis with three personal checks, each payable to Kalogianis, including a check dated September 20, 1992 in the amount of $49,000, a check dated October 1, 1992 in the amount of $100,000, and a check dated November 1, 1992 in the amount of $100,000. These checks purported to represent repayment installments on the loans solicited by Rizzo.

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the $100,000 loan Kalogianis made to Rizzo on January 27, 1992. See Response of Anastasios Kalogianis to Federal Election Commission's Subpoena, March 17, 1993.

Kalogianis's responses clearly do not implicate Tsongas as the FEC now alleges. Any subsequent answers of Kalogianis to the contrary must be viewed with extreme suspicion, and Kalogianis's credibility would be severely challenged if he were to testify in any proceeding contrary to his prior statements filed under the pains and penalties of perjury.

Kalogianis's initial answers were supplied to the FEC well before Rizzo was first indicted. Following the public disclosure of the investigation into Rizzo's activities by the Office of the United States Attorney, and particularly following Rizzo's indictment, media coverage of the investigation indicated that Rizzo was in dire financial straits as he faced the expected criminal trial. Insofar as Kalogianis may recently have altered his answers from those provided to the FEC in October 1992, it appears that he may have been motivated to seek whatever opportunity best afforded him the chance to recover some or all of the money he lost to Rizzo. Certainly, following Rizzo's indictment, Tsongas and the Committee presented more attractive targets for recovery than a man facing serious criminal charges and reported to be virtually broke.

The Committee also notes the following for the FEC's consideration. Shortly before Rizzo's indictment, Kalogianis threatened to file a law suit against the Committee, Tsongas and

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Rizzo in order to win a recovery. In fact, a meeting was held on February 3, 1993 between Kalogianis, his counsel Mark B. Johnson, Esq., and counsel for the Committee to discuss the threatened law suit. The meeting took place at Johnson's office. During the meeting, Kalogianis expressed to Committee counsel that he was fed up with the games that Rizzo had played with him and intended to get his money back from any available source. Kalogianis stated that he had no interest in avoiding going to court and would do anything necessary to recover the $249,000. He alluded to the possibility of creating an embarrassing situation for Tsongas by going public with his claims and said he no longer cared whether such a course would embarrass Tsongas. Despite repeated invitations from Committee counsel to set forth any specific facts which might support a claim that Tsongas or anyone affiliated with the Committee aside from Rizzo knew of Rizzo's solicitation of loans from Kalogianis, Kalogianis declined to provide any such information.

2. <u>The McCallum Loans</u>

The FEC makes a further vague allegation that Tsongas was involved in soliciting loans from McCallum. The allegation is based on Tsongas's reported presence at McCallum's office in Tyngsboro, Massachusetts on September 17, 1991. This alleged meeting took place more than a month after Rizzo had solicited a loan from McCallum for $100,000 and more than a month before Rizzo solicited a second loan from McCallum for $50,000. The FEC acknowledges that the two loans, as well as a third loan for

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$100,000 on February 10, 1992 "were solicited and received by Mr. Rizzo." Legal and Factual Analysis (Tsongas) at 3. The FEC further acknowledges that "[i]t is not clear whether Mr. McCallum and Senator Tsongas discussed the loans at the meeting on September 17, 1991." Id.

All the FEC provides to support its allegation regarding the McCallum loans is the following extremely vague passage: "[T]he evidence suggests that Mr. McCallum had told another individual that Senator Tsongas was aware of McCallum's loans." Of course, as the Change of Plea and Disposition Transcript makes clear, Rizzo regularly told the defrauded lenders that Tsongas knew about their loans. In fact, the government specifically represented that Rizzo told McCallum "that Mr. Tsongas and Mr. Kanin knew about the loan, and that it was fine with them, and he also told him that the money would be paid back in a short time." Exhibit B at 15; see also Id. at 16 (same). With that information from Rizzo, it is hardly surprising that McCallum may have thought Tsongas knew of the loans.

In McCallum's responses to an FEC Request for Production of Documents and Interrogatories, signed under the pains and penalties of perjury, McCallum specifically noted that in early September 1991, he asked Rizzo why, following Rizzo's receipt of the first $100,000 loan, Rizzo issued a promissory note from himself rather than the Committee. Rizzo provided a bogus explanation, stating that the personal note was an interim measure until a final note could be prepared by the Committee.

See Response of Elkin McCallum to F.E.C.'s Request for Production of Documents and Interrogatories at 3. This response was provided in the context of responding to an inquiry requesting

> Documents and a written explanation relating to the making of loan(s), including, but not limited to, references to your understanding of the identity of the borrower; correspondence, memoranda or other documents indicating who solicited; and when repayment was expected.

Id. at 2. At no point during this response did McCallum reference a September meeting with Tsongas or tie such a meeting in to his provision of loans solicited by Rizzo. McCallum thought it appropriate, however, to identify a number of other events and contacts with Committee personnel in filing that response.

One of the events McCallum referred to in responding to the above-referenced inquiry was a telephone call Tsongas made to McCallum in July 1992 to explain the Committee's discovery of the undisclosed Andover account. Id. at 5. It was during that phone call that Tsongas and Kanin made to McCallum from a speaker phone in Tsongas's office that they told him about their shock at discovering the loans, their amounts, and the identity of the lenders. Had Tsongas previously made known to McCallum an awareness on his part that McCallum had made one or more loans to the Committee, it would surpass understanding for Tsongas to have made such a phone call, or if he had made such a call, for McCallum to fail to note in his response to the FEC that Tsongas had been aware of the loans.

As noted above, the FEC alleges that the September 17, 1991

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meeting took place at McCallum's office and involved McCallum, Tsongas, Rizzo and two other individuals. However, in McCallum's sworn response to the FEC, in addition to detailing specific events in response to the above-referenced request, he provided a list of dates on which he met with Rizzo. None of the dates detailed anywhere in the response is September 17, 1991.

Further, Request No. 4 of the FEC's Requests to McCallum included the following:

> Describe any contact you have had with Senator Paul Tsongas or any representative of his presidential campaign concerning the making or repayment of the loan(s).

See Response of Elkin McCallum to F.E.C.'s Request for Production of Documents and Interrogatories at 5. Nowhere in McCallum's three and one half page, single-space sworn response did he mention a meeting with Tsongas at which any loan made by McCallum was discussed. Nowhere in the response did McCallum mention a meeting with Tsongas and/or Rizzo on September 17, 1991.

The FEC has provided only vague insinuation with regard to Tsongas's alleged awareness of the loans from McCallum, so that any response of the Committee is necessarily limited by the paucity of evidence. We know of no evidence beyond what has been cited above to support the FEC's conclusions, and the Committee submits that that evidence does not support the FEC's conclusions. In the event that the FEC is operating with new and different information from witnesses, as yet unknown to the Committee, it is likely that the credibility of those witnesses subject to attack in a manner similar to that applicable to

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Kalogianis.

B. Committee Response to Allegations Pertaining To Dennis Kanin

The FEC has notified undersigned counsel in a letter which accompanied the FEC's preliminary factual and legal analysis:

> that there is reason to believe your client, Dennis Kanin, knowingly violated 2 U.S.C. § 441a(f), a provision of the Federal Election Campaign Act of 1971, as amended. . . .

Letter of T. Potter to D. Kanin, c/o G. Crossen (February 3, 1994 at 1). The FEC asserts that Kanin violated 2 U.S.C. § 441a(f) and 11 C.F.R. § 110.9(a) by "knowingly accept[ing] any contribution made in violation of the limitations on contributions, [or by] knowingly accept[ing] a contribution made for the benefit or use of a candidate in violation of any limitation imposed on contributions." Factual and Legal Analysis (Kanin) at 1 (citing 2 U.S.C. § 441a(f) and 11 C.F.R. § 110.9(a)). In substance, the FEC alleges that Kanin knew about a loan made by Trudeau upon the solicitation of Rizzo.

The Committee has set forth its understanding of the events surrounding Rizzo's solicitation of a loan from Trudeau on or about August 7, 1991 supra at section I.D.3. Further responding, the Committee states that the information apparently provided by Trudeau to the FEC stands in marked contrast to information he provided to Committee counsel during an interview conducted on December 11, 1992. Without waiving any privilege the Committee may assert with respect to notes or memoranda produced as a result of that interview, the Committee wishes to highlight

distinctions between statements made by Trudeau during that interview, Trudeau's responses to an FEC subpoena, see Respondent, Roger Trudeau's, Response to Subpoena to Produce Documents and Order to Submit Written Answers (May 13, 1993), and the allegations made by the FEC in its Factual and Legal Analysis (Kanin).

As an initial matter, the allegations in the Factual and Legal Analysis (Kanin) fail to disclose that Kanin arrived late for the lunch meeting between Trudeau, Rizzo and himself at the Hotel Meridien in Boston. Trudeau has acknowledged this. Second, the FEC's allegations state:

> They [Rizzo and Kanin] told Mr. Trudeau that the campaign urgently needed funds to pay back taxes and current payroll for Committee staff. Mr. Kanin and Mr. Rizzo solicited a short term loan for $60,000 from Mr. Trudeau.

Factual and Legal Analysis (Kanin) at 2. In fact, in neither Trudeau's interview with Committee counsel, or in his Responses to the FEC subpoena has he ever said that Kanin made the statements attributed to him in the FEC's allegations. In his interview with Committee counsel, Trudeau stated that Kanin remained very quiet throughout the meeting and elsewhere described Kanin's participation in the conversation as "light." Trudeau's comments stand in stark contrast to the assertion of the FEC which states: "It appears that Mr. Kanin was very involved in the meeting, and concurred and nodded his head throughout the meeting." Factual and Legal Analysis (Kanin) at 2.

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Kanin has acknowledged that he was present at the meeting and that Rizzo was discussing with Trudeau the possibility of Trudeau lending funds to the campaign. Kanin recalls that he did not focus on the conversation, but Trudeau asked him at one point, "Is this okay? Kanin responded that if Rizzo had checked it out and said that it was okay, it was okay. As noted above, Kanin said this because he knew of Rizzo's long term experience in political fundraising, and relied in the first instance on Rizzo to give sound advice.

Kanin also recalls that after the lunch ended, he returned to his office and asked someone in the office, apparently Wong, if it was permissible for an individual to make a loan to the Committee. Wong told him that such a loan was not permissible. As soon as he acquired that information, Kanin called Rizzo and said, "We can't do this," or words to that effect. Rizzo indicated to Kanin that the practice "used to be" permissible. Kanin understood that although Rizzo had thought that the practice was permissible, Rizzo would not go through with a loan from Trudeau. In fact, Rizzo went ahead and obtained the loan for $60,000, which he deposited into his business account for Benco. To whatever degree Kanin had been a party to the conversation, he clearly indicated to Rizzo that on further examination, he had determined that the loan was not permissible and reasonably assumed that Rizzo would abandon the solicitation.

In his responses to the FEC subpoena, Trudeau stated that he "specifically inquired as to whether such a loan would be lawful

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pursuant to the FEC regulations. Mr. Rizzo indicated that the loan would not be problem [sic] with the FEC and would not violate any of the rules promulgated by the FEC." Respondent, Roger Trudeau's, Response to Subpoena to Produce Documents and Order to Submit Written Answers (May 13, 1993) at 6. In his interview with Committee counsel however, Trudeau stated that he never asked whether the loan was illegal, but only how they would handle the matter with the FEC. Trudeau further stated that Rizzo did not say that the loan would comply with the FEC laws. In fact, Trudeau then stated to Committee counsel, "I'm a big boy. I knew what we were doing was not totally correct."

Even Trudeau's sworn response to the FEC subpoena contains internal contradictions. In response to Question No. 3, Trudeau indicated that Rizzo detailed the legality of Trudeau making a loan to the campaign, and did not claim that Kanin said anything on this topic. However, in response to Question No. 7, Trudeau stated that he "was specifically advised by Mr. Rizzo . . . and Attorney Kanin that the loans to Benco, Inc. and the proposed [sic] and was in accordance with all FEC regulations."

There are other facts that call Trudeau's version into question. From August 7, 1991 when the Meridien lunch meeting took place until mid-October, 1992, Trudeau and Kanin had numerous meetings and telephone conversations about the campaign. In one of the telephone conversations that took place in the fall of 1991, Kanin informed Trudeau that in order to comply with FEC regulations, the Committee would have to reimburse Trudeau for

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some campaign buttons that Trudeau had ordered without authorization from the campaign. In another telephone conversation that occurred in the Spring of 1992, Kanin told Trudeau that he could not discuss the "Tcitizens for Tsongas" efforts with him because to do so might mean violating FEC regulations. At other times, they met and discussed campaign and post-convention activities. Never during the fourteen months following the Meridien luncheon did Trudeau ever mention to Kanin either the loan or difficulty in getting Rizzo to repay the loan. Only when a story about Rizzo's activities appeared in The Boston Globe did Trudeau call Kanin and tell him that the loan had been made and that since he was having trouble getting Rizzo to pay back the loan, he wanted the Committee to do so. Kanin told Trudeau that he didn't know the loan had been made, that Rizzo had told him before the lunch that the money would go to a soft money account authorized by the FEC to be spent for polling, research and related acitivites, and that Kanin had learned that was not the case, so infomred Rizzo and assumed no loan had been forthcoming. At that time Trudeau told Kanin that Rizzo had asked him to make the loan to Benco and then Trudeau said to Kanin that Kanin had come to the lunch late and may have missed that part of the discussion. Trudeau never told Kanin that he (Kanin) had insisted the money be collected from Trudeau alone, etc.

Trudeau's credibility is seriously drawn into question by his contradictory statements as between his Response to the FEC

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and his interview with Committee counsel. Further, as with Kalogianis, Trudeau's responses given subsequent to Rizzo's indictment on federal criminal charges raise the likelihood that his answers were designed to maximize the chance of recovering some or all of the money he loaned to Rizzo from either Kanin or the Committee.

C. Credibility of Witnesses

As discussed above, Kalogianis and Trudeau apparently have altered their testimony from the time that they were interviewed by counsel for the Tsongas Committee to the time that they were interviewed by the FEC. Notably, during that intervening period, Rizzo was indicted, convicted and incarcerated. At this time, it is apparent that it will not be possible for Kalogianis or Trudeau to recover monies loaned to Rizzo from him. Counsel submits that the change in stories from Kalogianis and Trudeau is directly attributable to this change in circumstances. Apparently Kalogianis and Trudeau, and possibly other witnesses relied upon by the FEC, have tailored their testimony to attempt to cast blame for the loans on the Committee and its agents in an effort to increase their likelihood of recovery from those sources.

Tsongas, Kanin, Goldman and Kokinos have cooperated with the two government investigations from the outset. In fact, there is a substantial question whether Rizzo's conduct would have been detected at all by federal agencies absent the efforts of the Committee to investigate Rizzo's activities, conducted at the

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initiation of Tsongas and Kanin. Clearly, had Tsongas or Kanin been involved in arrangements for the improper loans at any point, they would not have ordered an investigation of Rizzo's conduct or reported the results of that investigation to the FEC. It is equally clear that the federal prosecutors and the federal grand jury credited the testimony of Tsongas, Kanin, Goldman and Kokinos in returning the indictment, and securing the conviction, against Rizzo.

D. The Federal Government is Bound by its Prior Determination of the Facts in this Case.

As described above, the Department of Justice has thoroughly investigated the issues currently before the FEC, and has determined that Rizzo is the only culpable party with respect to the illegal loans made to the Committee. Prior to the indictment of Rizzo, the Department of Justice ("DOJ") conducted a grand jury investigation of Rizzo and others, which included testimony from Tsongas, Kanin, and others. The indictment which the grand jury issued indicated the grand jury's finding that Rizzo, acting alone and without the knowledge or approval of the Committee, Tsongas, or Kanin, was responsible for the solicitation and handling of the loans at issue, and in particular, loans made to Kalogianis, McCallum, and Trudeau. See Exhibit A at ¶¶ 8,9,and 11. In fact, the indictment characterizes the Committee as a victim of Rizzo's scheme, as the loans were diverted for his personal use. Id. at ¶¶ 2.b, 7-15. The transcript from Rizzo's Change of Plea and Disposition Hearing, at which he pleaded guilty to the loan scheme, further supports that he was solely

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responsible for the illegal dealings. See Exhibit B at 13-20.

The FEC now seeks to reopen the investigation and focus on Tsongas, Kanin and others, despite the fact that the DOJ determined that they were not culpable in Rizzo's illegal scheme. The government not only declined to indict these individuals after conducting a lengthy investigation, but also made factual assertions in Rizzo's Indictment and at the Change of Plea indicating that the persons now under investigation were victims of the scheme, and were unaware that Rizzo was using the campaign as a means for personal gain.

The FEC now seeks to reopen the issue of whether Tsongas, Kanin, and others were involved in Rizzo's fraudulent scheme. While not a classic case of collateral estoppel, this case presents similar concerns and a substantial policy question, warranting careful consideration of whether the government should re-investigate matters on which factual and legal positions have been taken by another law enforcement agency of the United States, and factual findings have been made by a federal district court. The investigation initiated by the FEC involves the same parties, the same issues, and the same facts as the grand jury investigation. See United States v. Stauffer Chemical Co., 464 U.S. 165, 173 (1984) (noting that collateral estoppel applies to cases which fit this criteria). The pursuit of this investigation would force the subjects of the investigation to endure yet another probe into the same facts and issues, would waste government resources duplicating an effort already made,

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and raise the specter of inconsistent government policy, if the FEC takes a position contrary to that taken by the DOJ, and established by Rizzo's guilty plea in court. See Allen v. McCurry, 449 U.S. 90, 94 (1980) (stating similar concerns in favor of the doctrine of collateral estoppel).

More distressing, however, is the fact that the government, through its agent, the FEC, now seeks to reassess those facts on which another federal agency, DOJ, has already made a public determination. See, e.g., United States v. Bryant, 868 F.2d 1032, 1036 (9th Cir. 1989) (holding that for discovery purposes, the "government" constitutes not only the prosecution but "any federal agency participating in the same investigation."). Through the Department of Justice, the government has already put on the record its position with respect to the facts of this case, both in the Superseding Indictment and the Change of Plea Transcript. This determination, made in court pleadings by government agents acting within the scope of their authority, constitutes an admission by the government, and the government should be bound by it. See Dugan v. EMS Helicopters, Inc., 915 F.2d 1428, 1431-35 (10th Cir. 1990) (holding that inconsistent allegations contained in a complaint filed in a prior action constitute admissions in a subsequent case).

At no point in the Indictment were Tsongas or Kanin named as persons participating in, or with knowledge of, Rizzo's illegal activities. Rather, the Indictment and subsequent guilty plea clearly establish in several places that Rizzo acted without the

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knowledge or consent of Tsongas, Kanin, or others, and, in fact, abused the trust they placed in him to achieve personal gain. The plea allocution is also admissible, not simply as evidence of the criminal activity to which the defendant pleaded guilty, but also for the specific factual details offered in support of the plea. See United States v. Podell, 436 F. Supp. 1039, 1042-1044 (S.D.N.Y. 1977). Like the Indictment, the Change of Plea Transcript contains no evidence or even suggestion of Tsongas's or Kanin's participation in the crime, but rather establishes beyond dispute that Rizzo acted alone, misleading the lenders into believing, erroneously, that Tsongas had approved the loan solicitations. The government, having already stated its position on the facts of this case, should not have the opportunity to revisit and alter its assessment now.

IV. Conclusion

In providing this submission, the Committee has endeavored to make clear to the FEC those facts relevant to the Matter Under Review to the extent they are known to the Committee. The Committee hopes that this review of the relevant facts and law make clear that Tsongas and Kanin were principally responsible for having Rizzo's activities investigated and, when wrongdoing was uncovered, to have those activities reported to the FEC, and then to cooperate with the federal prosecutors and agents who conducted the criminal investigation. Neither Tsongas nor Kanin knew about or took part in Rizzo's scheme to defraud, and in fact, Tsongas, the Committee and its staff were among Rizzo's

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principal victims. Those conclusions have already been reached by the grand jury which investigated Rizzo, the United States Attorney's Office which prosecuted him, and the Court which accepted his guilty plea. The Committee submits that upon a thorough investigation of this matter, the FEC will reach the same conclusion.

Respectfully submitted,

THE TSONGAS COMMITTEE,
By their attorneys,

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One Post Office Square
Boston, MA 02109
(617) 482-1390

Dated: February 18, 1993

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA	)	CRIMINAL NO. 93-10056-T
	)	
	)	VIOLATIONS:
	)	
	)	18 U.S.C. §§1341 and 1346 (Mail Fraud)
v.	)	18 U.S.C. §1956 (Financial Transactions With Proceeds of Illegal Activity)
	)	18 U.S.C. §1344 (Bank Fraud)
	)	18 U.S.C. §1001 (False Statements to the Federal Election Commission)
NICHOLAS A. RIZZO, JR.	)	2 U.S.C. §§441a(a)(1)(A) and 437(g)(d) (Violating Federal Campaign Donation and Loan Limits)
	)	18 U.S.C. §2 (Aiding and Abetting)
	)	18 U.S.C. §982 (Criminal Forfeiture)

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SUPERSEDING INDICTMENT

THE GRAND JURY CHARGES:

GENERAL ALLEGATIONS

1. At all times material to this Superseding Indictment, Nicholas A. Rizzo, Jr. (hereinafter "defendant Rizzo") was a resident of Andover, Massachusetts. Since September 13, 1977, defendant Rizzo has owned and operated Benco Consulting and Marketing, Inc. (hereinafter "Benco"), a business consulting firm located in Andover, Massachusetts.

2. In or about March 1991, Paul Tsongas formed an organization of individuals to assist him in seeking election as President of the United States in November 1992.

3. On March 7, 1991, the Tsongas Committee, Inc. (hereinafter "the Committee") was incorporated under the laws of the Commonwealth of Massachusetts. On March 18, 1991, the

Committee registered with the Federal Election Commission (hereinafter "FEC") in Washington, D.C.

4. The FEC is the agency of the United States responsible for enforcement of the campaign reporting requirements of the Federal Election Campaign Act (hereinafter "the Act") and for detection, investigation, and institution of enforcement action against those violating the Act.

5. During 1991 and early 1992, defendant Rizzo was the chief fundraiser for the Committee. Defendant Rizzo's responsibilities on behalf of the Committee included national fundraising, receiving and accounting for campaign contributions, assuring compliance with the Act, and acting as a liaison with the FEC. As such, defendant Rizzo had the responsibility to work honestly and without violating election laws or other laws in the course of his duties on behalf of the candidate, Paul Tsongas, and the Committee. Defendant Rizzo had an obligation to act honestly and lawfully in the course of raising and expending funds in furtherance of his role as chief fundraiser and finance manager for the Committee.

6. Defendant Rizzo had substantial experience as a fundraiser in federal elections, having acted as chief fundraiser and finance manager for Paul Tsongas's campaigns for the United States House of Representatives in 1974 and 1976 and the United States Senate in 1978, and as a fundraiser for the presidential campaigns of former President Jimmy Carter in 1980, former Vice President Walter Mondale in 1984, and Congressman Richard

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Gephardt in 1988. Defendant Rizzo also served as Assistant Treasurer for the Democratic National Committee during the early 1980's.

7. The Act, in particular, 2 U.S.C. §441a(a), and related federal regulations (11 CFR §100.7(a)(1)(iii)) prohibit and render illegal the making of contributions or loans to any federal candidate that exceed $1,000 in connection with any election (primary or general).

8. A federal regulation under the Act (11 CFR §9033.2(b)(3)) allows presidential campaign committees to obtain campaign matching funds once the campaign has received $5,000 in contributions in each of 20 states. Once a campaign qualifies for matching funds, it is entitled to receive matching funds from the United States Treasury of up to $250 per campaign contribution. Therefore, for any contribution of $250 or less, the campaign is entitled to matching funds for the entire contribution. For contributions over $250, the campaign is entitled to matching funds of $250 per contribution.

9. The Act, in particular, 2 U.S.C. §432(c), requires a campaign committee's treasurer to keep records of all contributions and loans to the Committee. The Act, 2 U.S.C. §434a(3), also requires campaign committees to file periodic reports -- monthly during an election year in which more than $100,000 is projected, and monthly or quarterly, at the committee's option, during a non-election year -- containing a true and accurate accounting of campaign contributions and loans.

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COUNTS ONE TO EIGHT

(Mail Fraud - 18 U.S.C. §§1341 and 1346)

The Grand Jury further charges that:

1. The Grand Jury realleges and incorporates by reference the General Allegations section of this Superseding Indictment as if fully set forth in these counts of the Superseding Indictment.

THE SCHEME TO DEFRAUD

2. Beginning in or about March 1991 and continuing through in or about the date of this Superseding Indictment, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully devised, intended to devise, and executed a scheme and artifice to defraud by means of false and fraudulent pretenses, representations, and promises, well knowing at the time that the pretenses, representations, and promises were false and fraudulent when made:

a. and to obtain money and property from the Committee, numerous individuals who attempted to make campaign contributions to the Committee, and several individuals who attempted to make substantial loans to the Committee;

b. and to deprive the Committee and Paul Tsongas of defendant Rizzo's loyal, faithful, and honest services as the chief fundraiser and finance manager of the Committee.

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MEANS, METHODS, AND OBJECTIVES OF THE SCHEME

A. Theft of Campaign Contributions

3. It was part of the scheme that on March 8, 1991, defendant Rizzo, without the knowledge or authorization of other members of the Committee, opened a checking account at the Andover Bank (hereinafter "the undisclosed Andover Committee account") under the name, "The Tsongas Committee". Defendant Rizzo opened the account with his own social security number rather than the employer identification number of the Committee. Thereafter, at all times material to this Superseding Indictment, defendant Rizzo alone had signature authority on the account. On March 11, 1991, the Committee opened a checking account at Bay Bank Middlesex in Andover, Massachusetts. Defendant Rizzo did not have signature authority on this account, which was the Committee's regular operating account during 1991 and 1992.

4. It was further a part of this scheme that in 1991 and 1992, defendant Rizzo maintained and controlled a Post Office box in Andover, Massachusetts, where he received contributions to the Committee. During 1991 and January 1992, defendant Rizzo diverted approximately $181,000 in individual campaign contributions intended for the Tsongas campaign into the undisclosed Andover Committee account.

5. It was further a part of the scheme that defendant Rizzo actively concealed from the Committee the $181,000 in campaign contributions that he deposited in the undisclosed Andover Committee account. Because of defendant Rizzo's active

concealment, the Committee failed to include the $181,000 as campaign contributions in its reports disclosing Committee contribution receipts to the FEC. Further, as a result of the non-disclosure of the $181,000 in contributions, the Committee could not and did not receive substantial matching funds for those contributions that it was legally entitled to receive, and those who contributed did not receive the benefit of having their contributions matched by federal funds.

6. It was further a part of the scheme that between March 12, 1991 and the spring of 1992, defendant Rizzo spent approximately $155,000 of the $181,000 on his own personal expenses.

B. Solicitation of Illegal Loans

7. It was further a part of the scheme that on or about March 11, 1991, defendant Rizzo solicited and received a $100,000 loan from Lawrence Ansin to the Committee. Defendant Rizzo told Lawrence Ansin that the loan was for campaign expenses, was legal, and would be repaid. Defendant Rizzo deposited the $100,000 in loan proceeds into the undisclosed Andover Committee account and spent the $100,000 on his own personal expenses. The loan has not been repaid.

8. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo solicited and received three loans from Elkin McCallum: a $100,000 loan on or about August 13, 1991; a $50,000 loan on or about October 21, 1991; and a $100,000 loan on or about February 11, 1992. In soliciting each of the loans,

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defendant Rizzo falsely represented to Elkin McCallum that the loan proceeds would go to benefit the Committee, that the loans were legal, and that the loans would be repaid in a short period of time. Defendant Rizzo deposited the two 1991 loans, totalling $150,000, in the undisclosed Andover Committee account, and deposited the $100,000 1992 loan directly into his personal account at BayBank Middlesex. Defendant Rizzo spent the $250,000 in loan proceeds on his own personal expenses. None of the loans have been repaid.

9. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo solicited and received six loans from Anastasios Kalogianis: a $10,000 loan on or about September 10, 1991; a $15,000 loan on or about September 25, 1991; a $24,000 loan on or about October 2, 1991; a $35,000 loan on or about December 5, 1991; a $65,000 loan on or about December 6, 1991; and a $100,000 loan on or about January 27, 1992. In soliciting each of the loans, defendant Rizzo falsely represented to Anastasios Kalogianis that the loan proceeds would go to benefit the Committee, that the loans would be quickly repaid, and that the loans were legal. Defendant Rizzo deposited the proceeds of the five 1991 loans, totalling $149,000, in the undisclosed Andover Committee account, and deposited the proceeds of the $100,000 1992 loan into his personal account at Bay Bank Middlesex. Defendant Rizzo spent the $249,000 in loan proceeds on his own personal expenses. None of the loans have been repaid.

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10. It was further a part of the scheme that on or about September 27, 1991, defendant Rizzo solicited and received a $10,000 loan from Peter Caloyeras. In soliciting the loan, defendant Rizzo falsely represented to Peter Caloyeras that the loan proceeds would go to the Committee, that the loan was legal, and that the loan would be repaid in February 1992. Defendant Rizzo deposited the proceeds of the $10,000 loan in the undisclosed Andover Committee account and spent the $10,000 in loan proceeds on his own personal expenses. The loan has not been repaid.

11. It was further a part of the scheme that during 1991, defendant Rizzo solicited and received two loans from Roger Trudeau: a $60,000 loan on or about August 8, 1991, and a $20,000 loan on or about September 10, 1991. In soliciting the loans, defendant Rizzo falsely represented to Roger Trudeau that the loan proceeds would go to the Committee, that the loans were legal, and that the loans would be repaid in a short period of time. Defendant Rizzo deposited the $80,000 in loan proceeds in Benco accounts he controlled at Andover Bank and BayBank Middlesex. Defendant Rizzo repaid $15,000 of the loans and spent the remaining $65,000 on his own personal expenses. A balance of $65,000 remains unpaid.

12. It was further a part of the scheme that on or about October 22, 1991, defendant Rizzo solicited and received a $25,000 loan from Thomas Kelley. In soliciting the loan, defendant Rizzo falsely represented to Thomas Kelley that the

proceeds of the $25,000 loan would go to benefit the Committee, that the loan was legal, and that the loan would be repaid in 45 to 60 days.. Defendant Rizzo deposited the $25,000 in the undisclosed Andover Committee account and spent the $25,000 in loan proceeds on his own personal expenses. The loan has not been repaid.

13. It was further a part of the scheme that on or about October 16, 1991, defendant Rizzo solicited and received a $20,000 loan from Michael Spinelli. In soliciting the loan, defendant Rizzo falsely represented to Michael Spinelli that the proceeds of the loan would go to benefit the Committee and that the loan was legal. Defendant Rizzo deposited the proceeds of the loan in the undisclosed Andover Committee account and spent the $20,000 in loan proceeds on his own personal expenses. This loan was later repaid.

14. It was further a part of the scheme that on or about December 4, 1991, defendant Rizzo solicited and received a $60,000 loan from William Berg. In soliciting the loan, defendant Rizzo falsely represented to William Berg that the proceeds of the loan would go to benefit the Committee, that the loan was legal, and that the loan would be repaid quickly. Defendant Rizzo deposited the $60,000 in the undisclosed Andover Committee account. Defendant Rizzo repaid $30,000 of the loan and spent the balance on his own personal expenses. A balance of $30,000 remains unpaid.

15. In total, defendant Rizzo fraudulently obtained loans in the amount of $794,000 which he falsely represented to the individual lenders would be to the benefit of the Committee. Defendant Rizzo has repaid $65,000 of the loans. The total amount of the fraudulently obtained loans that remains unpaid by defendant Rizzo is $729,000.

C. False Billing, Double Billing, and Billing for Personal Expenditures

16. It was further a part of the scheme that defendant Rizzo fraudulently obtained money from the Committee during 1991 and 1992 by misrepresenting to the Committee that he had incurred campaign expenses that, in fact, he had not incurred.

17. For example, on or about January 2, 1992, defendant Rizzo caused Carla Degnan, his daughter, who was a Benco employee and a Committee member who had signatory authority on the Committee's regular BayBank account, to write a check to him on that account in the amount of $42,000, when defendant Rizzo knew full well that he had not incurred expenses on behalf of the Committee to warrant such "reimbursement".

18. It was further a part of the scheme that defendant Rizzo billed the Committee for personal expenses including, among other things, expenses defendant Rizzo incurred at a women's clothing store and an adult entertainment center, which were not legally reimbursable by the campaign and did not relate to defendant Rizzo's obligation to assist the Committee.

19. It was further a part of the scheme that on numerous occasions defendant Rizzo "double billed" the Committee for

campaign expenses that the Committee already had paid. For example, early in 1992 defendant Rizzo sought over $13,000 from the Committee in "reimbursement" for purportedly paying the Lafayette Hotel for goods and services in connection with a fundraising event at the hotel in or about March 1991, even though the bill had been paid by the Committee months earlier in 1991. In addition, on several occasions, defendant Rizzo caused the Committee to issue travel advance checks in the name of Steven Joncas with whom defendant Rizzo often travelled on campaign business. Defendant Rizzo took possession of the checks, forged Steven Joncas's name, and cashed them, keeping the proceeds for himself. Defendant Rizzo later sought reimbursement to himself in his own name from the Committee for the same travel expenses covered by the travel advance checks previously written in Steven Joncas's name and cashed by defendant Rizzo.

20. During 1991 and 1992, by double billing, submitting false bills, and billing the Committee for nonreimbursable personal expenditures, defendant Rizzo fraudulently obtained, or attempted to obtain, in excess of $77,000 from the Committee to which he was not entitled.

D. Expenditure Of Unlawfully Obtained Money

21. By diverting campaign contributions to the undisclosed Andover Committee account, soliciting loans by false and fraudulent representations, and submitting double, false, and otherwise improper bills, defendant Rizzo obtained $1,052,000, more or less, from the Committee, contributors to the Tsongas

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campaign, and the individual loaners named in paragraphs 7 to 14 of this Count, to which he was not legally entitled.

22. During 1991 and 1992, defendant Rizzo expended the money he fraudulently obtained and diverted for his own personal benefit in several ways, including the following:

a. he repaid personal loans to financial institutions and individuals, including those individuals referred to in Counts Ten to Sixteen of this Indictment;

b. he paid gambling debts to "bookies" in Massachusetts and to casinos in Las Vegas, Nevada; Atlantic City, New Jersey; Ledyard, Connecticut; and San Juan, Puerto Rico;

c. he made campaign contributions, including his own $1,000 contribution to the Tsongas Committee;

d. he made substantial cash payments to his business, Benco, greatly in excess of any legitimate reimbursements for work performed on behalf of the Tsongas Committee; and

e. he paid personal living and entertainment expenses.

E. The Concealment and Cover-Up

23. In order to promote full disclosure of campaign financing and expenditures, Congress enacted reporting requirements in the Act concerning campaign fundraising, and established legal standards for appropriate handling of funds

raised in a campaign. At all times relevant to this Superseding Indictment, defendant Rizzo violated the requirements of Titles 2 and 26 of the United States Code concerning campaign finance that he was legally required to abide by, and that the Committee and its contributors had a right to expect defendant Rizzo to obey as the chief fundraiser and as a finance manager of the Committee.

24. As part of his effort to conceal his activity, defendant Rizzo failed or caused others to fail to forward contributions (2 U.S.C. §432(b) and 11 CFR §102.8) and to properly account for contributions to the Committee (2 U.S.C. §432(c) and 11 CFR §102.9). Defendant Rizzo also commingled campaign and personal funds (2 U.S.C. 432(a)(3) and 11 CFR §102.15), failed to properly deposit contributions (2 U.S.C. §432(h)(1) and 11 CFR §103.3), and caused false reports to be made to the FEC (2 U.S.C. §434(b) and 11 CFR §§104.3-104.11, and 26 U.S.C. §9042(c)).

25. As part of defendant Rizzo's efforts to conceal and cover up his fraud, he created and caused to be created false documents, and made false statements, including (a) written entries in the books and records of Benco that misrepresented the source of certain funds; (b) false and misleading note documents to those making loans to the Committee; (c) false personal and corporate federal income tax returns; (d) false statements made under oath to the FEC; and (e) numerous false statements to attorneys and those associated with the Committee's own investigation in an effort to explain his actions. In addition,

defendant Rizzo wrote checks and sent them to individuals from whom he had solicited illegal loans, knowing when he wrote and sent the checks that there were insufficient funds to cover those checks.

THE MAILINGS

26. For the purpose of executing the aforesaid scheme and artifice to defraud others of their right to honest services and for obtaining money by false and fraudulent pretenses, representations, and promises, and attempting to do so, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly, willfully, and unlawfully placed and caused to be placed in a Post Office or authorized depository for mail matter to be sent and delivered by the United States Postal Service and knowingly, willfully, and unlawfully caused to be delivered by mail according to directions thereon, the following items on the following dates:

Count	Date of Mailing	Description
1	6/19/91	Campaign contribution check from Ann Kneisel
2	3/25/91	Campaign contribution check from George Pearce
3	6/5/91	Campaign contribution check from Alan Geismer, Jr.
4	9/27/91	Loan check from Peter Caloyeras

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5	2/5/92	Committee report to FEC
6	3/14/91	Cumpaign contribution check from Mary Wasserman
7	April 1992	Defendant Rizzo request for reimbursement to the Committee
8	3/11/91	Campaign contribution check from Patricia Campbell

All in violation of Title 18, United States Code, Sections 1341 and 1346.

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COUNT NINE

(Financial Transactions with Proceeds of Illegal Activity - 18 U.S.C. §§1956(a)(1)(A)(i) and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

2. From in or about March 1991 until in or about April 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did conduct and cause to be conducted financial transactions involving the proceeds of mail fraud in violation of 18 U.S.C. §§1341 and 1346, that is, causing checks from various individuals and entities referred to in Counts One to Eight of this Superseding Indictment to be deposited in bank accounts controlled by defendant Rizzo and the proceeds retained by defendant Rizzo, knowing that the checks involved in such financial transactions represented the proceeds of unlawful activity and with the intent to promote the carrying on of such unlawful activity.

All in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i) and 2.

COUNTS TEN TO SEVENTEEN

(Bank Fraud - 18 U.S.C. §1344)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

2. From in or about at least February 1988 until at least August 1991, defendant

NICHOLAS A. RIZZO, JR.

falsely represented to financial institutions that he was to receive substantial proceeds from real estate ventures, and falsely represented his income and liabilities.

3. On or about each of the dates set forth below, in connection with loans made by the financial institutions named below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did knowingly execute and induce the execution of a scheme and artifice to defraud and to obtain the money listed below owned by and under the custody and control of the federally insured financial institutions listed below, by means of false and fraudulent pretenses, representations, and promises, to wit, false and fraudulent representations concerning defendant Rizzo's assets, income, and liabilities:

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Count	Time Period Loans Made	Lender	Total Amount of Loans
10	November 1989 to July 1991	Enterprise Bank and Trust Co.	$ 50,000
11	March 1989 to March 1990	Lawrence Savings Bank	$240,000
12	January 1989 to November 1990	Andover Bank	$1,028,263
13	November 1988 to December 1990	BayBank Middlesex	$155,000
14	November 1989 to August 1991	Medford Savings Bank	$530,000
15	August 1990	New Heritage Bank	$164,000
16	December 1989	Fleet Bank	$ 77,200
17	February 1988 to February 1989	National Bank of Greece	$100,000
		TOTAL	$2,344,463

All in violation of Title 18, United States Code, Sections 1344 and 2.

COUNTS EIGHTEEN TO THIRTY-THREE

(Violating Campaign Donation and Loan Limits - 2 U.S.C. §§441(a)(1)(A) and 437(g)(d))

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section and in Counts One to Eight of this Superseding Indictment are realleged and incorporated herein.

2. On or about the dates listed below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully caused loans to be made to the benefit of the Committee in amounts exceeding $1,000, as listed below:

Count	Agreement Date	Amount of Loan	Source of Loan
18	3/11/91	$100,000	Lawrence Ansin
19	8/8/91	$ 60,000	Roger Trudeau
20	8/13/91	$100,000	Elkin McCallum
21	9/10/91	$ 10,000	Anastasios Kalogianis
22	9/10/91	$ 20,000	Roger Trudeau
23	9/25/91	$ 15,000	Anastasios Kalogianis
24	9/27/91	$ 10,000	Peter Caloyeras
25	10/2/91	$ 24,000	Anastasios Kalogianis
26	10/16/91	$ 20,000	Michael Spinelli
27	10/21/91	$ 50,000	Elkin McCallum
28	10/22/91	$ 25,000	Thomas Kelley

29	12/4/91	$ 60,000	William Berg
30	12/5/91	$ 35,000	Anastasios Kalogianis
31	12/6/91	$ 65,000	Anastasios Kalogianis
32	1/27/92	$100,000	Anastasios Kalogianis
33	2/11/92	$100,000	Elkin McCallum
	TOTAL	$794,000	

All in violation of Title 2, United States Code, Sections 441(a)(1)(A) and 437(g)(d), and 11 CFR Section 100.7(a)(1).

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COUNTS THIRTY-FOUR TO FORTY-THREE

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section and in Counts One to Eight of this Superseding Indictment are realleged and incorporated herein.

2. On or about the dates listed below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully caused the Treasurer for the Committee to make false and fictitious statements and representations to the FEC concerning matters within the jurisdiction of the FEC; to wit, filing reports that did not accurately reflect certain conduct that was reportable under Title 2, United States Code, including (a) that illegal loans were made and caused to be made to the Committee; (b) that contributions had been made to the committee in excess of the legally allowable limit; and (c) that improper expenditures had been made with campaign funds:

Count	Date of Report	Period Covered
34	2/12/92	7/1/91 - 9/30/91
35	2/5/92	10/1/91 - 12/31/91
36	2/24/92	1/1/92 - 1/31/92
37	3/23/92	2/1/92 - 2/29/92
38	4/23/92	3/1/92 - 3/31/92
39	5/26/92	4/1/92 - 4/30/92
40	6/23/92	5/1/92 - 5/31/92

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41	7/24/92	6/1/92 - 6/30/92
42	8/24/92	7/1/92 - 7/31/92
43	9/21/92	8/1/92 - 8/31/92

All in violation of Title 18, United States Code, Sections 1001 and 2(b).

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COUNT FORTY-FOUR

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

2. Pursuant to its statutory authority, the FEC issued subpoenas to various persons and entities in connection with an audit of the Committee and required answers to certain questions pertaining to the audit during 1992.

3. On or about November 18, 1992, defendant Rizzo, through his attorney, submitted written answers to certain questions from the FEC which he signed under the pains and penalties of perjury.

4. On or about November 18, 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did willfully and knowingly make and use and cause to be made and used a false writing and document knowing it to contain a false, fictitious and fraudulent statement and entry as to material facts in a matter within the jurisdiction of the FEC, a department and agency of the United States, in that in his "Written Answers", made pursuant to the request of the FEC, defendant Rizzo was asked the questions and responded falsely, as indicated below:

QUESTION:

"List names and addresses of persons making loans, the proceeds of which were deposited into Account Number

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identify the date and amount of each loan; and explain the circumstances surrounding the solicitation of each loan.

ANSWER:

Lawrence Ansin, Weston, Massachusetts, $100,000
Elkin McCallum, Tyngsboro, Massachusetts, $250,000
Michael Spinelli, Lowell, Massachusetts, $20,000
Tom Kelley, Portsmouth, New Hampshire, $25,000
Arthur Kalogianis, Salem, New Hampshire, $249,000

I solicited the loans and issued, in some cases, promissory note(s) signed by me for repayment. The loans were to be used by me and repaid by me."

* * *

QUESTION:

"List names and addresses of persons making any other loans to you, Maria Rizzo, or The Tsongas Committee, solicited on behalf of The Tsongas Committee; identify the date and amount of each loan; explain the circumstances surrounding the solicitation of each loan; and identify how the proceeds of these loans were used.

ANSWER:

None."

4. Defendant Rizzo then and there well knew and believed that said answers were false since in truth and in fact defendant Rizzo failed to disclose in his answers to the FEC that he had (a) solicited and obtained a loan on behalf of the Committee from Peter Caloyeras in the amount of $10,000 which he deposited in Account Number (b) solicited and obtained loans on behalf of the Committee from Roger Trudeau totalling $80,000 which were deposited to Account Number in the name, Benco Consulting and Marketing, Inc.; and (c) solicited and obtained a loan payable to the Committee from William Berg in the

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amount of $60,000 which was deposited in Account Number

All in violation of Title 18 United States Code, Sections 1001 and 2.

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COUNT FORTY-FIVE

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.

2. On or about November 18, 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did willfully and knowingly make and use and cause to be made and used a false writing and document knowing it to contain a false, fictitious, and fraudulent statement and entry as to material facts in a matter within the jurisdiction of the FEC, a department and agency of the United States, in that in his "Written Answers", made pursuant to the request of the FEC, defendant Rizzo was asked the following question and responded falsely, as indicated below:

QUESTION:

> "Describe any contact you may have had with Steve Joncas of Lowell, Massachusetts, during your work with the Tsongas Committee. Explain any financial transactions you entered with Mr. Joncas.

ANSWER:

> I had frequent contact with Steve Joncas. Mr. Joncas frequently accompanied me on a variety of volunteer assignments. Advance expense funds were issued to Mr. Joncas by The Committee with the full knowledge that I was to use the funds and I was responsible for the accounting of all expenditures of those funds."

3. Defendant Rizzo then and there well knew and believed that said answer was false since no responsible individuals associated with or representing the Committee in any way had knowledge that defendant Rizzo was to use or obtain any funds from the Committee relating to Steven Joncas.

All in violation of Title 18, United States Code, Section 1001 and 2(b).

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COUNT FORTY-SIX

(Mail Fraud - 18 U.S.C. §1341)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

THE SCHEME TO DEFRAUD

2. Beginning in or about 1990 and continuing through in or about 1991, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully devised, intended to devise, and executed a scheme and artifice to defraud NED Rockingham, L.P., of money or property, namely, at least $10,000, by means of false and fraudulent pretenses, representations, and promises.

3. It was a part of the scheme that during 1990 and 1991 defendant Rizzo was retained as a political consultant by NED Rockingham, L.P., a limited partnership that was in the process of attempting to secure certain permits necessary to the development of the Rockingham Park Mall in Salem, New Hampshire.

4. It was further a part of the scheme that in October 1990 defendant Rizzo stated to a general partner of NED Rockingham, L.P., that the chairperson of the New Hampshire Republican Party had solicited a contribution to the New Hampshire Republican Party. Defendant Rizzo suggested that NED Rockingham, L.P. make a contribution to the New Hampshire Republican Party.

5. It was further a part of the scheme that before the general partners of NED Rockingham, L.P. decided whether to make a contribution, defendant Rizzo sent to them a "Benco" invoice and photocopy of the front of a check purportedly drawn on an account in the name of "Benco Consulting and Marketing, Inc.", along with a letter which indicated that Benco had already made a $10,000 contribution to the "Voter Education Fund" of the "N.H. Republican Committee".

6. It was further a part of the scheme that defendant Rizzo told a general partner of NED Rockingham, L.P. that it would be preferable for defendant Rizzo to make the contribution to the "Voter Education Fund" on behalf of NED Rockingham, L.P.. Defendant Rizzo explained that if Benco made the contribution on behalf of NED Rockingham, L.P., then individuals with access to contributor lists would not be aware that NED Rockingham, L.P. had made the contribution and would not seek further contributions from the limited partnership.

7. It was further a part of the scheme that defendant Rizzo told NED Rockingham, L.P.'s general partners that he would inform the New Hampshire Republican Party chairperson that the $10,000 contribution was actually made by NED Rockingham, L.P. so that NED Rockingham, L.P. would gain any benefit that might flow therefrom.

8. It was further a part of the scheme that defendant Rizzo's false and fraudulent pretenses, representations, and promises caused NED Rockingham, L.P. to deliver $10,000 to

defendant Rizzo as reimbursement to him for purportedly making the $10,000 contribution to the "Voter Education Fund" of the "N.H. Republican Committee".

9. It was further a part of the scheme that defendant Rizzo in fact never had the conversations he said he had with the head of the New Hampshire Republican party and never sent the $10,000 check, a copy of which he sent to NED Rockingham, L.P., to any voter education fund or anyone else affiliated with the Republican Party in New Hampshire.

10. It was further a part of the scheme that defendant Rizzo never caused Benco's $10,000 check, a copy of which he sent to NED Rockingham, L.P., to be cashed. Under New Hampshire state law, it is illegal for a political party to accept corporate contributions in excess of $500, or corporate contributions in any amount.

11. On or about November 1, 1993, defendant Rizzo, for the purposes of executing the aforesaid scheme and artifice to defraud, placed or caused to be placed in an authorized depository for mail matter, and knowingly caused to be delivered by the United States Mail, a letter dated November 1, 1990 to a general partner of NED Rockingham, L.P., William H. McCabe, Jr., a Benco invoice dated November 1, 1990, and a photocopy of a Benco check in the amount of $10,000.

All in violation of Title 18, United States Code, Sections 1341 and 2.

COUNT FORTY-SEVEN

(Mail Fraud - 18 U.S.C. §1341)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

THE SCHEME TO DEFRAUD

2. Beginning in or about 1985 and continuing through in or about May 1993, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully devised, intended to devise, and executed a scheme and artifice to defraud Anthony Silva, Jr. and Robert Macartney of money or property, namely, at least $145,000, by means of false and fraudulent pretenses, representations, and promises.

3. It was a part of the scheme that in or about November 1985, defendant Rizzo received $50,000 from Anthony Silva, Jr.

4. It was further a part of the scheme that on or about September 10, 1986, defendant Rizzo received $50,000 from Anthony Silva, Jr.

5. It was further part of the scheme that in obtaining $50,000 from Anthony Silva, Jr. in 1985, defendant Rizzo represented to Silva, among other things, that he would cause Silva's $50,000 to be invested in a government subsidized real estate development in Nashua, New Hampshire called the Nashua

97043/8508

Plaza Housing Development, that Silva would be a limited partner in the project, and that the investment was for a seven year period at the end of which Silva's investment would be returned with interest and any gains in equity.

5. It was further a part of the scheme that in obtaining $50,000 from Anthony Silva, Jr. in 1986, defendant Rizzo represented to Silva, among other things, that he would cause Silva's $50,000 to be invested in a government subsidized real estate project in Northhampton, Massachusetts, that Silva would be a limited partner in the project, and that the investment was for a seven year period at the end of which Silva's investment would be returned with interest and any gains in equity.

7. It was further a part of the scheme that in or about 1987 or 1988, defendant Rizzo told Silva that the Nashua project was doing well and that Silva's equity in the project had increased significantly.

8. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo repeatedly promised to furnish Anthony Silva, Jr. with documents evidencing Silva's investments in the Nashua and Northhampton projects.

9. It was further a part of the scheme that in or about February 1991, defendant Rizzo received $45,000 from Robert Macartney.

10. It was further a part of the scheme that in obtaining $45,000 from Robert Macartney in 1991, defendant Rizzo falsely represented to Macartney, among other things, that he would cause

Macartney's $45,000 to be invested in a government subsidized real estate project, that Macartney would own one unit in the project for which other investors were paying $50,000, that Macartney would be a limited partner in the project, and that after one year Macartney could retrieve his investment plus approximately 12% in interest, or leave his money in the project, whichever he preferred.

11. It was further part of the scheme that in or about 1992 and early 1993, when Anthony Silva, Jr. and Robert Macartney requested documentation evidencing their investments, defendant Rizzo furnished to them documents that he knew had no relevance to any investment he had made in limited partnerships or real estate developments on their behalf.

12. It was further a part of the scheme that defendant Rizzo repeatedly misled Anthony Silva, Jr. and Robert Macartney by misrepresenting to them that he had put their money into limited partnerships investing in government subsidized real estate projects.

13. It was further a part of the scheme that defendant Rizzo did not in fact cause the $145,000 he obtained from Anthony Silva, Jr. and Robert Macartney to be put into limited partnerships investing in government subsidized real estate projects.

14. Sometime in or about 1992, defendant Rizzo, for purposes of executing the aforesaid scheme and artifice to defraud, placed or caused to be placed in an authorized depository for mail

matter, and knowingly caused to be delivered by the United States Mail, a document entitled "Assisted Elderly Development Enterprises - A Massachusetts Limited Partnership Agreement And Certificate of Limited Partnership."

All in violation of Title 18, United States code, Sections 1341 and 2.

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COUNT FORTY-EIGHT

(Criminal Forfeiture - 18 U.S.C. §982(a)(1))

The Grand Jury further charges that:

1. The charges and allegations set forth in the General Allegations section and Counts One through Nine of the Superseding Indictment are realleged and incorporated herein.

2. Approximately $1,052,000 was involved in defendant Rizzo's violation of Title 18, United States Code, Section 1956, as alleged in Count Nine.

3. Upon conviction of the violation alleged in Count Nine of this Superseding Indictment, defendant

NICHOLAS A. RIZZO, JR.

shall forfeit to the United States any and all property constituting and derived from proceeds defendant Rizzo obtained, directly or indirectly, as the result of such violations, including, but not limited to, the aforementioned $1,052,000.

4. If, as a result of any action or omission of defendant Rizzo, any of the property described in paragraph 3 above:

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, or deposited with, a third person;

(3) has been placed beyond the jurisdiction of the court;

(4) has been substantially reduced in value; or

(5) has been commingled with other property which cannot be divided without difficulty;

then it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(1)(B), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property, that is, $1,052,000. Such other property includes, but is not limited to:

a. the land, with all buildings, appurtenances and improvements thereon, located at 30 Hemlock Road, Andover, Massachusetts, as described in a deed to Nicholas and Maria Rizzo, recorded with the Essex County Registry of Deeds at Book 1192, Page 623;

b. an office condominium located at One Elm Square, Andover, Massachusetts, as described in a deed to Maria A. Rizzo, trustee, Aede Family Trust, recorded with the Essex County Registry of Deeds, at Book 1721, Page 342.

All in violation of Title 18, United States Code, Sections 982(a) and (b).

[illegible] been commingled with other [illegible] divided without difficulty.

COUNT FORTY-NINE

(Criminal Forfeiture - 18 U.S.C. §982(a)(2))

The Grand Jury further charges that:

1. The charges and allegations set forth in the General Allegations section and Counts Ten through Sixteen of this Superseding Indictment are realleged and incorporated herein.

2. From his engagement in the unlawful activities alleged in Counts Ten through Sixteen, in violation of 18 U.S.C. §1344, defendant

NICHOLAS A. RIZZO, JR.

obtained and derived, directly and indirectly, approximately $2,344,463 in proceeds.

3. Upon conviction of the violations alleged in Counts Ten through Sixteen of this Superseding Indictment, defendant Rizzo shall forfeit to the United States any and all property constituting and derived from proceeds defendant Rizzo obtained, directly or indirectly, as the result of such violations, including, but not limited to, the aforementioned $2,344,463.

4. If, as a result of any action or omission of defendant Rizzo, any of the property described in paragraph 3 above:

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, or deposited with, a third person;

(3) has been placed beyond the jurisdiction of the court;

(4) has been substantially reduced in value; or

(5) has been commingled with other property which cannot be divided without difficulty;

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then it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(1)(B), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property, that is, $2,344,463. Such other property includes, but is not limited to:

a. the land, with all buildings, appurtenances and improvements thereon, located at 30 Hemlock Road, Andover, Massachusetts, as described in a deed to Nicholas and Maria Rizzo, recorded with the Essex County Registry of Deeds at Book 1192, Page 623;

b. an office condominium located at One Elm Square, Andover, Massachusetts, as described in a deed to Maria A. Rizzo, trustee, Aede Family Trust, recorded with the Essex County Registry of Deeds, at Book 1721, Page 342.

All in violation of Title 18, United States Code, Sections 982(a)(2) and (b).

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A TRUE BILL

FOREPERSON OF THE GRAND JURY

ASSISTANT U.S. ATTORNEY

DISTRICT OF MASSACHUSETTS: June 4, 1993 @ 12:44 pm

Returned into the District Court by Grand Jurors and filed.

DEPUTY CLERK

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B

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Criminal Action
No. 93-10056-T

TAURO, D.J.

UNITED STATES OF AMERICA

v.

NICHOLAS A. RIZZO, JR.

(Change of Plea and Disposition Hearing)

APPEARANCES:

UNITED STATES ATTORNEY'S OFFICE (By AUSA Brien T. O'Connor and AUSA Joseph Savage) 1007 U.S. Post Office & Courthouse, Boston, MA, 02109, On behalf of the United States of America.

MANZI and McCANN (By Eugene Patrick McCann, Esquire and Vincent C. Manzi, Jr., Esquire) 59 Jackson Street, Lawrence, MA 01840-1624, On behalf of Nicholas A. Rizzo, Jr..

Courtroom No. 2
U.S.P.O. & Courthouse
Boston, MA, 02109
October 13, 1993
2:30 p.m.

James P. Gibbons
Federal Court Reporter
2004 U.S.P.O. & Courthouse
Boston, MA, 02109 (617) 426-8716
Mechanical Steno - Transcript by Computer

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PROCEEDINGS

THE CLERK: United States vs. Nicholas Rizzo, Criminal Action No. 93-10056.

THE COURT: Good afternoon. Let me see counsel up here for just a minute.

(Conference at the bench between Court and counsel as follows:

THE COURT: What I want to know is is this plea agreement a binding one, or is it one you agreed to and accepted and I accept, or there is going to be a trial?

MR. McCANN: That's correct.

MR. O'CONNOR: It is binding.

THE COURT: The parties themselves have agreed on the guideline range as 26?

MR. O'CONNOR: 24, your Honor.

THE COURT: The Probation Department disagrees?

MR. O'CONNOR: That's correct.

...end of conference at the bench.)

THE COURT: Good afternoon, everybody. We are here for change of plea and for disposition; is that correct?

MR. McCANN: That's correct.

MR. O'CONNOR: That's right.

THE COURT: Please identify yourselves for

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the record?

MR. McCANN: Good afternoon, your Honor. Eugene Patrick McCann and Vincent Manzi are here for Mr. Rizzo.

MR. O'CONNOR: Yes, your Honor. Brien O'Connor and Joseph Savage for the United States Attorney's Office. Raymond Capece from the IRS-CID and Jack DeCourcy of the FBI are at counsel table with me and Mr. Savage.

THE COURT: Now, is Mr. Rizzo prepared to have me make inquiry of him?

MR. McCANN: Yes, he is, your Honor. At this time he is prepared to change his plea from not guilty to guilty to a series of counts.

THE COURT: He is prepared to have me make inquiry of him?

MR. McCANN: That's correct, your Honor.

(Pause.)

THE COURT: Okay, Mr. Rizzo. I am going to go over a number of matters with you. I am going to ask you several questions. If there is anything that I say to you that you do not understand or any question that you do not understand, let me know and I will try to make myself clear. If you want to stop at any time and consult with your lawyer, let me know that and I will permit you to do that.

All right?

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THE DEFENDANT: Yes, your Honor.

THE COURT: Try to keep your voice up so the court reporter can take down what you say.

The first thing is I want to make sure you know what you are charged with. As I understand it, you are going to be pleading guilty to Counts 1, 2, 3, 6 and 8, which charge you with mail fraud. Those counts ordinarily carry with them the possibility of five years in jail and a $250,000 fine.

Do you understand that?

THE DEFENDANT: Yes, your Honor.

THE COURT: Count 9 charges you with money laundering.

Do you understand that?

THE DEFENDANT: Yes, your Honor.

THE COURT: And that ordinarily constitutes a 20 year or $250,000 fine, or gross value of the property involved in the transaction.

Do you understand that?

THE DEFENDANT: Yes, your Honor.

THE COURT: Counts 19 through 33 involve allegations of violating campaign donation and loan limits.

Do you understand that?

THE DEFENDANT: Yes, your Honor.

THE COURT: And those charges each carry potentially five years and a $250,000 fine.

Do you understand that?

THE DEFENDANT: Yes.

MR. O'CONNOR: Your Honor, if I may, I think those counts -- I just have a correction. Those are Title 2 counts and they are misdemeanors. And I did mention that to the probation officer ahead of time. It's a one-year maximum, and $25,000 or 300 percent of the amount of the unlawful contributions for a fine.

THE COURT: That is 19 through 33?

MR. O'CONNOR: That's correct, your Honor. And the other thing is that for money laundering the statute calls for 500,000, or two times, as the Court said.

THE COURT: Okay, fine. Thank you very much for the corrections.

Do you understand those corrections?

THE DEFENDANT: Yes.

THE COURT: Then Counts 34, 35, 36 and 37 involved false statements, which carry a potential of five years in jail and/or a $250,000 fine on each.

Do you understand that?

THE DEFENDANT: Yes, your Honor.

THE COURT: And Count 38 deals with forfeiture.

Do you understand that?

THE DEFENDANT: Yes, your Honor.

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THE COURT: Okay. Now, there are a number of other things I want you to understand, at least I want to make sure you understand.

The first is that you have a number of important rights under our Constitution. One of the most important of your rights is your right under the Fifth Amendment not to incriminate yourself. And what this means for your purposes here this afternoon is that no one can force you to say something and then finding out what you had to say is used against you in a way that might cause you some punishment, either by fines or by incarceration.

Do you understand that?

THE DEFENDANT: Yes, your Honor.

THE COURT: You have a right to remain silent, rather than to speak and find out what you had to say caused you to be exposed to some punishment.

Do you understand that?

THE DEFENDANT: Yes, your Honor.

THE COURT: I want you to appreciate that, if you plead guilty here this afternoon, as a practical matter you will be waiving that important constitutional protection, because, if you utter the word "guilty," you are exposing yourself to the possibility of a substantial jail term and a substantial fine, not to mention forfeiture, in this case.

Do you understand that?

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THE DEFENDANT: Yes, your Honor.

THE COURT: I also want you to understand that you are accused of having committed these several crimes, but you are presumed to be innocent. And what this means is that you do not have to come to court prepared to convince anybody that you did not commit the crimes alleged in this indictment. To the contrary, the government has to come to court with sufficient evidence that would satisfy a jury selected at random, sworn to be impartial, of your guilt beyond a reasonable doubt, which means to a certainty, and the jury would have to make that finding unanimously. That means that each juror would have to agree with it.

Do you understand that?

THE DEFENDANT: Yes, your Honor.

THE COURT: In order for the government to meet that heavy burden of proof, that is, establishing your guilt beyond a reasonable doubt, there would have to be a trial here in open court, during which you would be represented by counsel. And your lawyer would have the opportunity to try to tear down the government's case against you either by cross-examining witnesses, by presenting evidence on your behalf. You could take the witness stand yourself if you wanted to and testify to give your version of events, although no one could make you testify.

I want you to understand that these are among the

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many opportunities that attach to a trial and, if you plead guilty here today, that these opportunities would be lost to you forever. If you plead guilty, the government, of course, will no longer have the burden of proof of convincing anyone of your guilt. You will concede that. And the only thing that will remain in the case is for me to sentence you.

Do you understand that?

THE DEFENDANT: Yes, your Honor.

THE COURT: Do you understand the opportunities that attach to a trial as I explained them to you?

THE DEFENDANT: Yes.

THE COURT: And that those opportunities are lost to you forever if you plead guilty today?

THE DEFENDANT: Yes, your Honor.

THE COURT: I also want you to understand that, if you plead guilty here this afternoon, I may ask you some questions about these offenses; and, if I do, your answers to me must be truthful, otherwise you will be facing a possibility of being accused of having committed perjury or having made a false statement to the Court. If I ask you some questions, you have to give me straight answers, otherwise you will be in more trouble.

Do you understand that?

THE DEFENDANT: Yes, your Honor.

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THE COURT: I have submitted to me a plea agreement, which I am free to accept or reject; and, if I accept it, that will be the sentence in the case. If I reject it, I will permit you to withdraw your plea and you will stand ready for trial.

Do you understand that?

THE DEFENDANT: Yes, your Honor.

THE COURT: There are two agreements that I have that, I take it, constitute the entire agreement. One is dated August 24, 1993; the other, October 13, 1993.

Everybody recognizes these as the applicable documents?

MR. O'CONNOR: Yes, your Honor.

MR. McCANN: That's correct, your Honor.

THE COURT: They will be marked as court exhibits in this case.

Have you had anything to eat or drink today that might in any way affect your ability to think normally?

THE DEFENDANT: No, your Honor.

THE COURT: Any medication?

THE DEFENDANT: None that would affect my thinking.

THE COURT: Any liquor, anything like that?

THE DEFENDANT: No.

THE COURT: Do you feel you know what you are

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doing?

THE DEFENDANT: Yes.

THE CLERK: Nicholas A. Rizzo, Jr., a United States grand jury has charged you in Counts 1, 2, 6 and 8 with mail fraud; in Count 9 with money laundering; in Counts 19 through 33 with violating campaign donation and loan limits; in Counts 34, 35, 36 and 44 with false statements; and Count 48 with criminal forfeiture.

How do you plead to Counts 1, 2, 3, 6, 8, 9, 19 through 33, 34, 35, 36, 44 and 48?

THE DEFENDANT: Guilty.

THE COURT: Has anybody threatened you in any way to get you to plead guilty?

THE DEFENDANT: No, your Honor.

THE COURT: Has anybody promised you anything other than the plea agreement that you have entered into with the government to get you to plead guilty?

THE DEFENDANT: No, your Honor.

THE COURT: Did you, in fact, on the occasions stated in the indictment commit the various violations that are alleged?

THE DEFENDANT: Yes, your Honor.

THE COURT: And you knew that you were violating the law?

THE DEFENDANT: Yes, your Honor.

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THE COURT: Counsel, on the basis of your pretrial preparation, do you know of any reason why your client should not plead guilty?

MR. McCANN: No, your Honor, I do not.

THE COURT: Okay.

Mr. O'Connor, may we have the basis in fact?

MR. O'CONNOR: Thank you, your Honor.

Your Honor, in this case the facts begin in early 1991. Prior to that time, Mr. Rizzo had acted as Paul Tsongas' chief fundraiser in the 1974 and '76 congressional campaigns and his 1978 senatorial campaign.

Mr. Rizzo had also acted as the national fundraising chairman for Jimmy Carter's 1980 presidential campaign; Walter Mondale's '84 campaign; and also for numerous other campaigns, your Honor, where Mr. Rizzo demonstrated an ability to raise massive amounts of funding for political campaigns.

His closest political alliance and a very close friendship was formed during the 1970s with Paul Tsongas. During that time Mr. Tsongas, of course, was the candidate. Mr. Rizzo handled all of the fundraising for the Tsongas campaign, and Dennis Kanin was the organizer or campaign manager of Mr. Tsongas' campaign.

Your Honor, in March of 1991, Mr. Tsongas approached Mr. Rizzo after Mr. Tsongas had been out of politics for

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approximately a decade and informed him that he wanted to run for the White House, and he asked Mr. Rizzo to play the customary role of fundraiser for the campaign. He explained to Mr. Rizzo that Dennis Kanin again would be the campaign manager and run the mechanics, the day to day, of the campaign, and he asked Mr. Rizzo to play the fundraising role.

At that time, Mr. Tsongas told Mr. Rizzo that he had written a book, "A Call to Economic Arms," and that he needed, first and foremost, to get funding to publish the book, to copy it and to distribute it as the beginning of his campaign. Mr. Rizzo acquiesced and told Mr. Tsongas that he would act as his fundraising chairman; and he also had a suggestion for Mr. Tsongas as to where money could come for the initial publishing and funding of the book; and that is from Mr. Larry Ansin, who at the time was chairman of Jo-Ann Fabrics and a close friend of Mr. Tsongas.

Mr. Rizzo told Mr. Tsongas that Ansin could come up with some money and basically left it at that; and Tsongas and Kanin left it to Mr. Rizzo to get whatever money he could from Mr. Ansin to fund the book.

Now, your Honor, there's one point. This funding was, in effect, an exploratory loan. And at the time that it was made, it was a legal loan if it was repaid before the campaign actually started its official operation. But, in

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any event, Mr. Rizzo took the $100,000 from Mr. Ansin, and with that money, unbeknownst to Mr. Kanin or Mr. Tsongas, went and opened an account on March 8th of 1991 at the Andover Savings Bank. Mr. Rizzo opened the account using his own identification number, but opened it under the name of the Tsongas Committee.

Three days later, by resolution, the Tsongas Committee opened its own account, the operating account for the campaign, at BayBank, and that was on March 11th of 1991. On that authorized official account, Mr. Rizzo did not have signatory authority. On the undisclosed account, and the account remained undisclosed for more than a year, but on the undisclosed account Mr. Rizzo was the only signatory.

Shortly after Rizzo began his fundraising activities, checks were flowing into the campaign Post Office box account in Andover. They were coming in amounts from $10 to a thousand dollars, the maximum that any individual can give to a federal political campaign. Mr. Rizzo had access to that box.

During 1991 Mr. Rizzo took $181,000 worth of contributions from that box; and, instead of forwarding them on to the campaign individuals -- the business manager, David Goldman in Boston; the treasurer, George Kokinos; or others -- he took $181,000 and put it in the undisclosed account.

Between the time he started doing that in March of

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1991 and January of 1992, Mr. Rizzo spent all of that money. $155,000 of the money that he spent he spent on himself and on his own personal expense. $26,000 he, in fact, used on things that were, at least arguably, campaign related.

That's one aspect of the case, your Honor, the $181,000 embezzlement of the campaign contributions.

Now, as a result of his taking that money, in effect depriving the campaign of $155,000, he also deprived the campaign of the money, the matching funds, that it was otherwise entitled to received if it had known about the money from the FEC in Washington. The campaign has submitted a victim impact report. They estimate that the campaign lost about another $75,000 in matching funds during that critical period of mid to late 1991 into 1992.

Your Honor, the second aspect of Mr. Rizzo's fraud involved so-called loaners to the campaign.

Now, as the Court knows, individuals cannot give more than a thousand dollars, and they also can't loan more than a thousand dollars to a federal campaign.

Now, I mentioned earlier that Mr. Ansin's $100,000 loan -- again, unknown to the candidate, unknown to Dennis Kanin, unknown to anyone else involved in the Committee -- was put in the account. That loan would have been legal if it had been paid back before the campaign started. What actually happened to the money is that Mr. Rizzo spent the

$100,000 on his own personal expenses. None of it went to the publishing, copying or distribution of "A Call to Economic Arms." All of the money was spent by January of 1992.

The second so-called loaner was Elkin McCallum, who became the chief executive officer and majority shareholder of Jo-Ann Fabrics during 1991. Mr. Rizzo went to Mr. McCallum, who was a Tsongas supporter, in August of 1991 and told him that the campaign desperately needed money to get on TV and get on radio. McCallum voiced his concern to Rizzo that a large loan, in his opinion, as far as he knew, was not legal. He also told Mr. Rizzo that he wouldn't want anyone to know that he had that kind of money to give, because pecple would be badgering him for more money.

Mr. Rizzo persuaded Mr. McCallum that the loan was legal, because it was an exploratory loan. He told him that Mr. Tsongas and Mr. Kanin knew about the loan, and that it was fine with them, and he also told him that the money would be paid back in a short time period. In fact, Mr. Rizzo took a $100,000 check from Mr. McCallum, put it in the undisclosed account, and spent it on his own personal expenses, in a way that I will tell the Court about in a moment, by January of 1992.

In October he came back to Mr. McCallum, and he told McCallum that, again, the campaign was desperate for money,

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that Tsongas needed the money to stay on the airwaves. At that time McCallum -- he again assured McCallum that Tsongas and Kanin knew about the money that he was seeking -- McCallum gave him another $50,000, again, payable to the Tsongas Committee, and therefore, depositable or capable of being deposited in the undisclosed account at the Andover bank. He put the money in there and again spent that money by January of 1992.

Finally, with respect to Mr. McCallum, in February of 1992, even after Mr. Rizzo was approached for the first time by Dennis Kanin about apparent problems with his handling of money, Mr. Rizzo goes back to Mr. McCallum and he tells him again, "The New Hampshire primary is coming. We've got to be on the airwaves, but you've reached your limit in giving to the exploratory account. So, therefore, this time you have to write the check to me so that I can then give it to the campaign, because I haven't reached my limit yet." Mr. McCallum wrote another $100,000, this time to Mr. Rizzo. Mr. Rizzo took that money, put it in his personal account at BayBank Middlesex, and spent the money over the following months.

Following this last -- it is now a quarter of a million dollars that he's defrauded Mr. McCallum -- the last $100,000 payment, Mr. McCallum chased Mr. Rizzo repeatedly for the money. Mr. Rizzo gave him a back-dated promissory

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note to keep him off his back. In April he told him that he had liver cancer; something, your Honor, that apparently is not borne out by the presentence investigation.

The next loaner, your Honor, so-called loaner, was Anastasios Kalogianis, a Greek immigrant who had known the Tsongas family for several years. Mr. Kalogianis is the owner and operator of the Olympic Construction Company up in Andover.

Mr. Rizzo went to him in the fall of 1993 and asked him for a loan to the campaign to support Paul Tsongas. He explained -- when Mr. Kalogianis said, "That's not legal," he explained that the money could be given to a superfund account to fund Tsongas' campaign. Kalogianis, knowing Rizzo, knowing that he'd been involved in presidential politics for years and had a good reputation, acquiesced to his request; and from September to December he gave him five checks, when Rizzo repeatedly badgered him for more money. He gave him $10,000 on September 10th; 25,000 on September 25; $24,000 on October 2; December 5, $35,000; December 6, $65,000; for a total of $149,000 by the year's end.

Mr. Rizzo again took those checks that were made payable to the Committee, put them in the undisclosed account, and spent them on his personal expenses by January of 1992.

Early in 1992 -- again, that's the time the campaign first confronted Mr. Rizzo -- Rizzo comes back to Kalogianis, and this time he says to Kalogianis that the campaign has already arranged TV time costing $100,000 for the New Hampshire primary. He tells Kalogianis that a bank has agreed to give that money but can't release the funds for 24 hours and begs Kalogianis to give the $100,000 saying that, if he doesn't and the check bounces, the TVs will publish that, so to speak, and the campaign will be ruined. Kalogianis reluctantly again gives Rizzo $100,000, this time payable to Nicholas Rizzo. Rizzo takes it, puts it in his BayBank account, and spends it on his own personal expenses over the coming months.

During the next few months, Kalogianis daily chased Mr. Rizzo to get the money back. Rizzo had promised that the money from 1991 would be repaid by the year's end. He said 24 hours for the next $100,000. He's now up to $249,000. Mr. Rizzo, as part of the scheme, put off Mr. Kalogianis in several different ways:

One, he prints a letter, ostensibly from Paul Tsongas, thanking Mr. Kalogianis for his undying support and for his critical help during a tough time in the campaign.

Mr. Rizzo arranges for Mr. Kalogianis to fly in a private jet to Washington to watch a presidential debate that Mr. Tsongas participated in.

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Finally, after the New Hampshire primary, Mr. Rizzo told Mr. Kalogianis a story, again, to keep him off his back. The story was as follows: Rizzo said that following the New Hampshire primary victory of Paul Tsongas in early 1992 -- first, Rizzo explains to Kalogianis that, whenever a candidate wins a primary or any election, he names the win after a certain individual. Rizzo says that he was there at the time that Paul Tsongas told reporters, in light of the New Hampshire victory, that New Hampshire he was now naming "Arthur," Arthur Anastasios Kalogianis.

None of the money, the $250,000 from McCallum, the 249 from Kalogianis, has been repaid by Mr. Rizzo.

Roger Trudeau was the next loaner. In August of 1991, Mr. Rizzo went to Mr. Trudeau, met with him and told him again that Tsongas needed money to stay competitive, that Bill Clinton was raising enormous amounts of money; and that, if Tsongas hoped to have any chance, friends like Trudeau had to come through.

Trudeau was a long-time Tsongas friend. He is a political activist. He agreed to give to Rizzo for Tsongas a $60,000 loan. To do that, he took $40,000 of savings; he borrowed $20,000 from his employer; and he gave it to Rizzo on the promise that it would be repaid shortly.

Later, September 10, Mr. Rizzo comes back and again tells Trudeau that he needed more money for Tsongas.

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Trudeau, eager to do anything that he could do to help, borrowed up to the limit of his 401K retirement plan; put all his credit cards up to their maximums, your Honor; put his stocks on margin; and got another $20,000 to give to Mr. Rizzo for Tsongas.

All of that money, $80,000 that Rizzo had Trudeau write over to Benco, the name of Rizzo's consulting company, was spent by Rizzo, again, on his own personal expenses and the expenses of the business that he owned solely, Benco Consulting.

Thomas Kelley was the next loaner victim. Thomas Kelley was the general manager of the Sheraton in Portsmouth, New Hampshire. Mr. Rizzo went to a man named Steven Griswold, who owned the Sheraton, looking for money. Griswold directed him to Thomas Kelley, the general manager. Rizzo went to Kelley and asked him again for $40,000 -- this is in the fall of 1991 -- telling him that Tsongas needed the money, again, to be a contender, to be on the airwaves, TV and radio.

Kelley didn't have $40,000. He was a young man. He had savings of about $30,000. He continued discussing with Mr. Rizzo -- he told Mr. Rizzo that his father had gotten cancer at the same time that Mr. Tsongas had got cancer, but that his father had died, whereas Mr. Tsongas had beaten the cancer. And Mr. Rizzo played on that angle, on the fact that

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Kelley's father had been a big Tsongas supporter; and ultimately Kelley gave him $25,000, again payable to the Tsongas Committee, on the promise that it would be repaid within 45 to 60 days.

Mr. Rizzo took that check, like the others, and put it in the undisclosed account. Thereafter he spent the money, again, on his own personal expenses.

In the fall -- by the fall of 1992, Mr. Rizzo was again putting off Kelley, like others, with his story that he had contracted cancer and was not able to comply with the obligations that he apparently had taken on for the Committee.

Your Honor, a few more loaners -- and I won't go into great detail -- but William Berg loaned $60,000 to Mr. Rizzo for the Tsongas campaign, again, on the representation that it was legal, that it would be repaid shortly, and that Mr. Tsongas knew about it. Mr. Rizzo took that money, put it in the undisclosed account, and expended it, again, on himself.

Peter Caloyeras, a long-time friend from California of Mr. Tsongas, was persuaded on the representations, again, that the loan was legal, that it would be repaid shortly, to give $10,000 to the campaign. Mr. Rizzo took that money, put it in the account, and expended it on his own personal expenses.

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Michael Spinelli, finally, a $20,000 loan, again, on the same kinds of misrepresentations, your Honor, by Mr. Rizzo, gave a $20,000 check payable to the Committee to Rizzo. Rizzo put it in the account and spent it on himself.

In that aspect of the case, your Honor, Mr. Rizzo defrauded by grossly misrepresenting facts, all for his own personal benefit, but defrauded individuals of $794,000. To date, of that money, $65,000 has been repaid: $30,000 to William Berg, who was a business associate of Mr. Rizzo; $15,000 to Mr. Trudeau; and $20,000 to Michael Spinelli.

Your Honor, the last part of the fraud in the case has to do with so-called double billing or billing for personal expenses.

In January of 1992, Mr. Rizzo's daughter, Carla Degnan, was working for the Committee, and she did have signatory authority on the main operating Tsongas Committee account. Mr. Rizzo induced his daughter to write a check to him in the amount of $42,000 for expenses that Rizzo just generally said he had incurred in working for the Committee. He took that money and he deposited it in a Benco account, fooled with the books, showing that the money had come in from legitimate clients of Benco, and attempted to get away with the $42,000 fraud in that way. The campaign called him on it about a month later. Dennis Kanin and David Goldman sat down with him. Mr. Rizzo returned the $42,000.

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The remaining $35,000 that was part of the so-called campaign fraud had to do with Mr. Rizzo billing the campaign for expenses that already had been repaid to him. For example, in early 1991, a $13,000 expense was incurred at the Lafayette Hotel for a fundraiser here in Boston. The debt was paid right away. In February of 1992 Mr. Rizzo submitted a receipt as part of a whole package of receipts, seeking to get $13,000 to him as if he had paid that bill at some time during the campaign.

Your Honor, again, the total on the double billings, the billing for personal expenses, et cetera, was $72,000.

Your Honor, a few words about Mr. Rizzo's coverup with the Committee's discovery of the fraud.

Your Honor, in the fall of 1991, certain individuals, who had contributed to the campaign in amounts ranging from ten to a thousand dollars, were complaining to the campaign that they had not received "thank you's" from the campaign for their contributions. That was the first sign of what was going on.

In January of 1991, it was brought to Dennis Kanin's attention that a Mary Wasserman had donated a thousand dollars in a thousand dollar check to the campaign and she had not received a thank you. Kanin looked into it, and found on the back of the Wasserman check the information that we all get on the back of our checks when they're cashed; and

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that is, what bank the check was cashed at. And he saw for the first time that the check was not cashed at the BayBank Tsongas Committee account, but was cashed at an account at the Andover bank in Andover where Mr. Rizzo lived.

At that time Mr. Kanin confronted Mr. Rizzo on the telephone and told him what he had discovered and asked him if he had any idea how the check could have gotten into the Andover bank account. Rizzo denied knowing anything initially as to how that could have happened. Then Rizzo said that way back when, in March of 1991, "Remember that loan Larry Ansin was going to give, I took that money and I opened an account at the Andover bank. And, oh, yeah, I might have put a couple of checks by mistake in that account along with the Ansin loan."

Kanin immediately, on behalf of the Committee, hired Michael Kail from Washington and Tony Suitin, an FEC expert from Washington, to investigate what was going on. Those two men, Kail and Suitin, along with members of the Committee, spent the next three or four months pushing Rizzo for documentation on the account in the Andover bank. Rizzo put them off time and time again. It was not until late May or early June that George Kokinos, the treasurer of the campaign, was able to get the Andover bank to send him bank statements from that account without Rizzo's okay, without the only signatory's okay. And on the statements Kanin, to

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his surprise, to his shock, saw the $250,000 money from McCallum, the 249 from Kalogianis, and the other large amounts, as well as what looked to be like a lot of campaign contributions in smaller amounts.

Your Honor, it's worth noting that it was after that point in January when Kanin confronted Rizzo that Rizzo continued to push and got actually another $200,000: a hundred from Kalogianis and a hundred from McCallum.

Your Honor, during the spring and early summer of 1992, Rizzo sent out backdated promissory notes to his victims. He even sent one victim, Kalogianis, three checks totaling $249,000; told him not to cash them until September. When Kalogianis tried to cash them, he found that there was no money in the account.

In July of 1992, when all of the information was surfacing, Paul Tsongas and Dennis Kanin went to Mr. Rizzo's office in Andover to confront him finally about the situation. Mr. Tsongas asked him simply, "How could it have happened?" And Rizzo explained that he was in deep debt; that he had received loans, personal loans, from friends and large loans from banks during the 1980s and early 1990s, from friends at banks; and that he didn't want to let them down and he had to pay them back; and that the reason that he took the money was because he didn't want to leave his friends hanging out on a limb. He said that once he started taking

he just couldn't stop.

Tsongas asked him: What about Tsongas' friends, the ones that were defrauded of the $794,000, and what about his presidential mission? What about what the campaign was all about?

Rizzo simply said that he was sorry that the matter had come to this, that the loans were his responsibility, and that he would pay them back. Since that time Mr. Rizzo and Mr. Tsongas have spoken only on a few occasions.

What happened to the money that Mr. Rizzo took? Your Honor, the $181,000, as I said, went to the undisclosed account, $514,000 of the $794,000 that he defrauded from the loaners went into the undisclosed account. The $42,000 that he got from his daughter and the $80,000 that he got from Mr. Trudeau went into Mr. Rizzo's Benco consulting account. The final $200,000 that Mr. Rizzo got from Kalogianis and McCallum went into Rizzo's personal BayBank account.

Your Honor, where the money went from there gives us some idea of what Mr. Rizzo did with the money. Your Honor, as I have mentioned, in the late 1980s - early 1990s, Mr. Rizzo took out substantial loans, personal unsecured loans, from approximately ten different banks in Massachusetts. The loans totaled about three million dollars. Mr. Rizzo was having trouble paying those monies back.

We see going out of the undisclosed account $50,000 to those banks. We see 483,600 going to Rizzo personally. He then took that money, put it into his personal account, and sent the banks $400,000 approximately in satisfaction of previously taken out loans.

From the undisclosed account, Mr. Rizzo wrote checks to Benco, his company, in the amount of $137,000. And then he sent various amounts to others friends to satisfy other personal debts.

From the BayBank account, his personal account, he wrote checks either on miscellaneous personal expenses or to himself in the approximate amount of $369,000. He paid Massachusetts-area bookies approximately $38,150. He paid $16,000 to casinos in Las Vegas and Puerto Rico and Connecticut. He gave campaign contributions, including a $1,000 contribution to the Tsongas campaign, in the amount of $7,900 from the BayBank account.

Now, your Honor, during this time period, Mr. Rizzo was heavily involved in gambling. One individual, who took bets on sporting events only for a six-week period, testified that Mr. Rizzo would bet a thousand dollars on a game, on basketball and football. Sometimes during the basketball season, 20 to 40 games per day. He bet up to 25 to 50 thousand dollars per week through this one individual, James Martin.

Another area bookie, Vincent Pettenelli, indicates that Mr. Rizzo would bet two to three hundred dollars per game with him over a six- to eight-year period, and during the period leading up to and covering the indictment; that on a Sunday, any given Sunday, Mr. Rizzo would generally bet on approximately 12 games; and that Rizzo lost 40 to 50 thousand dollars betting through him.

Mr. Rizzo, your Honor, traveled to casinos repeatedly throughout this period and prior to this period, during the 1980s. At the time of the indictment he owed a casino in Las Vegas approximately $100,000, and he owed a casino in Puerto Rico approximately $40,000.

Your Honor, that, in essence, is the factual basis for the indictment. I would just say finally that the mailed items in Counts 1, 2, 3, 6, and 8 all were transported or mailed through the United States mails; and that the Tsongas Committee sent false reports, false because of Mr. Rizzo's concealment of his fraud, on February 12th, February 5 and February 24 of 1992 down to the FEC.

THE COURT: All right. I am satisfied that the defendant understands the nature of the accusations against him in the several counts of the indictment; that he understands the maximum consequences of a guilty plea independent of the plea bargain that's been suggested to me; that he understands the maximum consequences; that he's

pleaded guilty voluntarily; and that there is a basis in fact for his having done so.

I understand that you would like me to sentence him today, is that it?

MR. O'CONNOR: Yes, your Honor.

Mr. Savage, if he could, would address the plea agreement and the government's reasons behind the plea agreement.

MR. McCANN: Your Honor, I do also need some assistance from the Court on a couple of issues on the presentence report, as completed by Ms. Toye, to clarify a couple of issues. I will try to make that as short as possible.

THE COURT: Go ahead.

MR. McCANN: Do you want to do that now?

THE COURT: Yes.

MR. McCANN: If I may, your Honor, that may be helpful.

There are -- first of all, I have sent to the Court -- Ms. Toye and the government do have a copy -- a response and motion for modification to the presentence report dated October 6th, prepared by Ms. Toye.

Most of the issues in here, your Honor, are issues that are unrelated to the counts of conviction in this matter. So that, as the document itself says, what I would

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ask that the Court order, with some modification, that it accompany the presentence report so it becomes part of the record for the file going to the Bureau of Prisons.

THE COURT: I am not sure what you're talking about. I have the presentence report. It was filed today. It is Document 51.

MR. SAVAGE: We don't have an objection to that.

THE COURT: We will attach Document 51, which is entitled Nicholas Rizzo's Response to Motion for Modification to the Presentence Report.

MR. McCANN: There are in that report, your Honor -- in that document there are three areas that I must respond to.

If you'd be kind enough to look at Page 3.

THE COURT: Of the response?

MR. McCANN: Of the response, your Honor.

(Pause.)

MR. McCANN: It says PSR, Page 9, Paragraph 2, there is a colloquy that was submitted to the Probation Department by the government. We, as a response, your Honor, agree that it was 25,000, not $40,000, solicited from Thomas Kelley, and that the rest of the conversation simply did not take place.

THE COURT: From Mr. Griswold, not

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Mr. Kelley?

MR. McCANN: That's right, your Honor.

THE COURT: Well, you're just emphasizing that --

MR. McCANN: That one there was important to clarify, your Honor.

If you go to Page 4, the bottom part, I am waiving that section, which is PSR, Page 12, Paragraph 44, and it should be stricken.

THE COURT: Let me make a note of that.

(Pause.)

THE COURT: Stricken by agreement of the parties?

MR. SAVAGE: Yes, your Honor.

MR. McCANN: Yes, your Honor.

Page 5 we have a separate problem, your Honor. In the --

THE COURT: Wait a minute.

(Pause.)

THE COURT: Go ahead.

MR. McCANN: On Page 5 you will see three separate sections with PSR, Page 12 and Page 13 up on the top, that talk about bank fraud, and the Paragraphs 45, 46, and 47, as shown in the presentence report developed by Ms. Toye.

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Those paragraphs, your Honor, relate to counts to be dismissed. And in those are the -- because the contract is with the government for those counts to be dismissed, your Honor, I submit to you that under that contract, by the dismissal, the information is no longer relevant. It's prejudicial and not probative to any issue related to the scheme in those counts to which Mr. Rizzo pleaded guilty to.

By leaving those in there -- and, by the way, Page 12, 48, 49, 50 and 51, and Page 13, 52, 53, 54, and 55, are all the same, your Honor. I am asking that your Honor strike all of those paragraphs as related to the presentence report so that that documentation does not go with Mr. Rizzo when it accompanies him to the Bureau of Prisons.

THE COURT: In other words, you are asking that Paragraphs 45, 46, and 47 of the presentence report be stricken?

MR. McCANN: As well as 48, 49, 50, 51, 52, 53, 54 and 55. They all have the same repeated through them, your Honor. They are counts to be dismissed and --

THE COURT: You are really arguing in furtherance of what is set forth on Page 5?

MR. McCANN: That's correct.

THE COURT: Do you have any objection?

MR. SAVAGE: We do, your Honor.

The Probation Office is required under the

sentencing guidelines to put in criminal conduct that may have occurred. The Probation Office has been very explicit in its presentence report today that these are not matters that went into the guideline calculations, and that they shouldn't have. And, since they did not and shouldn't have, but, in fact, they're required to put it in the report, I don't see any prejudice to the defendant.

The Court has got it exactly the way it ought to be. You know, his objection to it is attached. So I don't see any reason to strike what the Probation Office is required to do in the first place.

THE COURT: I do not understand where the prejudice would be.

MR. McCANN: I am not --

THE COURT: I will take it into considersation anyway.

MR. McCANN: Unfortunately, your Honor, the Bureau of Prisons, once the presentence report, as we all know, and the documentation that I have submitted as a response to the motion for modification, they are -- become a major portion of Mr. Rizzo's file as within the Bureau of Prisons. So that any action they may take within the Bureau of Prisons system takes into account whatever information is in both the presentence report and in the documentation that you have allowed as a modification to it.

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Those particular areas talk about criminal activity that, in fact, are counts to be dismissed and they could be prejudicial to him within the confines of the Bureau of Prisons, your Honor.

THE COURT: Tell me how.

MR. McCANN: They're not probative to any issue.

THE COURT: I understand, but where does the prejudice comes in? I am not going to take it into consideration in deciding whether to accept the plea bargain; and, if I accept the plea bargain, the sentence is going to be 52 months; and that is what he will serve. So how is he affected by that?

MR. McCANN: He is affected by -- within the Bureau of Prisons system, within the confines, wherever he goes, your Honor, there is a social worker, there is a board that reviews his status.

THE COURT: I understand. They can't give him any more time.

MR. McCANN: No, they can't.

THE COURT: He will get --

MR. McCANN: They can place him into medium security, minimum security, a farm situation within the confines of the Bureau of Prisons. And that information that's in there could be used prejudically against him, and

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it is not probative to any matter before the Court, and I ask that it be stricken.

MR. SAVAGE: Your Honor, first of all, I have no track record or authority from the Bureau of Prisons to deal with what Mr. McCann is afraid of, but it's an academic exercise, because the Bureau of Prisons will have the indictment. They'll see those counts that are dismissed. This information, which is simply repeated essentially in the presentence report, although part of what the Probation Office has to verify, is going to be available to the Bureau of Prisons anyway.

So what he's asking for is a release from something he can't get released from, and which is something I don't think there's a problem for him anyway. So there's no prejudice.

THE COURT: The indictment does not go with the presentence report, does it?

THE PROBATION OFFICER: Yes, it does, the judgment and presentence report.

THE COURT: The judgment, but not the indictment.

The paperwork that goes along with it does list counts that are dismissed anyway.

MR. McCANN: It does, your Honor, but it does not go into the extensive monologue that's in there alleging

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a series of items or issues that may or may not have happened. And they're not probative to anything in here. They should be stricken.

THE COURT: I think they are not probative, either. So why don't I adopt your position. I will strike, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, and 55. Okay.

MR. McCANN: Thank you, your Honor.

This is something -- again, Ms. Toye and I are familiar with each other in other matters, your Honor, and I need the assistance of Ms. Toye in this issue. There is a -- in the response for special assessment --

THE COURT: Is there a particular place you are referring me to?

MR. McCANN: Oh, I'm sorry. Yes, your Honor, on Page 6, under PSR Page 31 of the special assessment, Paragraph 144, the original calculation we both agree was incorrect. However, Ms. Toye has far more skill than I do in trying to estimate what these numbers actually are.

MR. SAVAGE: I may be able to help, your Honor. I think the correct number is $825, because some of the counts are $25 special assessment because they're misdemeanors. The others are $50.

I think Ms. Toye agrees it's $825.

MR. McCANN: Whatever that number is that is appropriate. It's not 2500.

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THE COURT: We will adopt that.

What else?

MR. McCANN: That takes care of all of the issues.

THE COURT: Okay, thank you.

We are going to have disposition now. Does the government have any recommendation?

MR. O'CONNOR: Your Honor, the full recommendation is the 52-month sentence that the parties are jointly asking for in the plea agreement, a three-year term of supervised release, no fine, and an $825 special assessment, restitution to the following victims in the following amounts: to the Tsongas Committee, $155,000; to Elkin McCallum, $250,000; to Anastasios Kalogianis, $249,000; to Roger Trudeau, $80,000; to Thomas Kelley, 25,000; to William Berg, $30,000; to Peter Caloyeras, $10,000; and to Larry Ansin's estate in the amount of $100,000, for a total restitution amount of $899,000.

In addition, your Honor --

THE COURT: How is he going to pay it?

MR. O'CONNOR: Your Honor, I do not know how he is going to pay it, but I would like the restitution order in place, your Honor, to the extent that assets become known to the government, or to the extent that he gains assets.

I do not know the extent to which he may be

receiving large fees. Throughout the scheme he was telling people that he had ownership interests in limited partnerships; that he had monies coming from various individuals. He made those representations to the bank. I think most of them were false. But I just do not know, except for what he says, how much money he has or is likely to have available to him.

THE COURT: Okay. I understand.

MR. O'CONNOR: And, finally, your Honor, I would ask that the Court issue a forfeiture order that the government has moved for in the amount of $600,000. And that is purusant to the supplemental plea agreement.

THE COURT: Again, where are the funds? In other words, if I issue an order for forfeiture, that is now. That is not in the future. Is there $600,000 that you can identify?

MR. O'CONNOR: We have not specifically identified $600,000, your Honor. We have agreed with counsel that the proceeds, as part of Count 48, which refers back to Count 9, that that would be an appropriate figure.

THE COURT: Is there any objection to this motion for order of forfeiture?

MR. McCANN: As to forfeiture, there's one modification, your Honor. The government has agreed under that order of forfeiture of $600,000 cash that the government

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will not seek to go after the home that Mrs. Rizzo is living in during her lifetime, as I understand that.

THE COURT: Where does it say that?

MR. O'CONNOR: Your Honor, it doesn't say that. That was a point raised just prior to the hearing. And I will represent to the Court that the government will not seek to forfeit the house as long as Mr. and Mrs. Rizzo are joint tenants. In other words, so long as Mrs. Rizzo is alive.

(Pause.)

THE COURT: Well, if I go along with it, I want the motion and order amended to reflect specifically the understanding between the parties. It is not that I do not trust you, Mr. O'Connor -- I do very much -- but, as young as you are, you might die and I might die. I want you to put it in writing so that everybody will understand.

MR. McCANN: I would like to be heard, your Honor, if I may, on a couple of issues.

THE COURT: Okay. I am going to give you an opportunity to be heard. Are you talking about the sentence or something before the sentence?

MR. McCANN: As to restitution, your Honor. As to the issue of restitution.

THE COURT: Why don't we take these in order. Why don't I hear from Mr. Savage.

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MR. SAVAGE: Your Honor, I'm just going to briefly outline why we think that the 52-month recommendation is what the Court ought to go with.

Recognizing that it is a compromise that the parties reached and it is not necessarily a perfect answer to any problem, but this -- obviously, 52 months is a substantial sentence, but this is a serious case that I think demands a serious sentence.

From a mitigation perspective, Mr. Rizzo has resolved this in an early manner and saved significant resources of the Court and significant resources of a trial, and it's likely to have some benefit for the Federal Election Commission as well as resolving this matter in its entirety. So the plea agreement recognizes those facts, and also recognizes the fact that Mr. Rizzo did a number of civic-minded things in his life that were good and to his credit. So it recognizes that he did not spend entirely a life of crime.

On the other hand, there's a number of aggravating factors. One, of course, is the size of the fraud. A million dollars, obviously, is substantial. This is the largest case the FEC has ever had. So from their perspective -- they follow these all the time -- it is a matter of some significance.

The arena in which this occurred, in the context of

a presidential campaign, is an aggravating factor because, unlike the regular person who's handling money, Mr. Rizzo not only owed an obligation to the candidate but he owed an obligation to the donors and to the taxpayers who were coming up with matching funds for what he was stealing and to the voters as a general matter. So this is a special fiduciary relationship that Mr. Rizzo violated.

The victim impact statement of the Tsongas campaign goes through the specific ways that that campaign was hurt, and I know the Court has reviewed this, so I am not going to go into it again.

But I think the 52 months will give this Court an opportunity to send the signal that ought to be sent to both campaigns in the future, that campaigns need to strictly watch people that are dealing with the money, and to the people that are likely to be in Mr. Rizzo's position in the future who are actually handling the money, that they can't put it in their pocket or there will be serious consequences to follow.

I think, in addition to the size and the arena in which the fraud occurred, the method which Mr. Rizzo used, aggravated a little bit in a way that justifies 52 months, in the sense that he was using the name of Mr. Tsongas. He was using the name of the Committee.

In some cases it was a typical fraud in that he

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appealed to the self-interest of the people who were donating. Those people wanted something, and he played on that.

The Trudeau example, that Mr. O'Connor talked about, is an example of where Mr. Rizzo took advantage of people's impulse to participate in the process for the right reason. Trudeau, agree or disagree, had strong ideological reasons for supporting Mr. Tsongas and went to the point of tapping himself out entirely financially, and Mr. Rizzo took advantage of that ideology and that belief in the candidate. And the system, of course, depends on people like that who are willing to make sacrifices to support candidates of their choosing. And, to the extent that that trust was violated, that's a particularly aggravating factor.

Mr. Rizzo also played on the cancer issue when he got the money out of Mr. Kelley. And he talks about how Paul Tsongas had cancer at the same time that Mr. Kelley's father had cancer, and sort of playing on Mr. Kelley's humanity to get the money. This, again, is something that is not of the ordinary fraud and is something that --

THE COURT: He claims he did not take any money. He says he took it from somebody else.

MR. SAVAGE: I think Mr. McCann will agree that he originally approached Mr. Griswold, but got the money eventually from Mr. Kelley.

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MR. McCANN: That's correct, your Honor.

Mr. Kelley worked for Mr. Griswold, and the discussion that allegedly took place, if it ever took place, as it relates to Mr. Kelley --

THE COURT: Do you have it?

(Pause.)

MR. SAVAGE: The Judge has read the document. Mr. McCann tried to correct it.

THE COURT: This document says Mr. Rizzo never solicited $40,000 from Thomas Kelley, nor did any of the conversations take place as described in Paragraph 32. Mr. Rizzo did solicit $25,000 from a Mr. Thomas Griswold, Mr. Kelley's employer, during this time frame.

MR. McCANN: Again, correct. One thing I left out there. We found out, and I did talk --

THE COURT: I can't hear you.

MR. McCANN: I did talk to the government, your Honor, that it was Mr. Kelley that wrote the check out, not Mr. Griswold. That's the one piece that's not in there.

THE COURT: But you deny the conversation took place?

MR. McCANN: That's correct. Absolutely.

THE COURT: All right.

MR. SAVAGE: The Kelley conversation notwithstanding, Mr. Rizzo then relied on his claim of having

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having liver cancer in conversations with Paul Tsongas, Elkin McCallum, and others as an explanation of why he ought to be given some slack in terms of hanging onto the money. He didn't have liver cancer. He never had liver cancer. It's not true. It's something he relied on to try to spit the hook here, and that's a factor that aggravates it.

The reasons he wanted the money are also aggravating factors. He basically chose to victimize Paul Tsongas' friends so that he could pay his own friends at the bank. All at the same time that he knew he was in desperate financial straits, he's pouring all that money into bookies and a variety of personal expenses that the Court is familiar with from the indictment.

Finally, when he got caught, he lied to the loaners. He lied to the donors. He lied to the campaign. He lied to the FEC. And while he has met the minimal standards of acceptance of responsibility, I think the Court, in reading the presentence report, can see that he's not, shall we say, excessive in his expression of remorse or acknowledgement of the seriousness of what has happened here.

So in light of both mitigating and aggravating factors, I think the Court ought to accept the government's version and the government urges the Court to accept the 52-month agreement and dispose of the matter on that basis.

THE COURT: Okay. Mr. McCann, do you have

any quarrel with that recommendation?

MR. McCANN: No, I don't, your Honor, but I would like to be heard on a couple of issues.

THE COURT: Go ahead.

MR. McCANN: As far as the order requesting restitution, your Honor, my client has nothing.

The reason we are here today is because my client is an individual who constantly put business deals together, borrowed on those deals for the next future earnings. And we are here today because he did precisely what the government said he did; that is, he borrowed significant funds from various parties, converted them to his own use to take care of many obligations that he had made to other people for past commitments. There is no money, your Honor.

With this sentence, he's going to be incarcerated for a term. When he comes out, there is nothing for him if there is an order of restitution. He simply can't earn. He will be 63 to 64 old. There is no incentive for him to do anything. In fact, if anything, he will be coming out with that kind of Damocles sword hanging over his head and he will be despondent. He could be in a situation where he could be highly depressed, your Honor, something he's been treated for already.

So I suggest to you that any kind of order of restitution simply doesn't make any sense whatsoever. He has

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nothing now. He will have even less three and a half to four years from now, your Honor.

But, also, I would ask your Honor to consider a little bit of Mr. Rizzo as far as his background. He's going to be 60 years old in December of this year. My partner, Mr. Manzi, and I spent probably close to nine months working with this man, and I can tell you we've learned an awful lot about him, the people that he's been associated with, his history and his background. He spent a great portion of his adult life supporting his family. He's committed to his family, his wife, and his public responsibilities. He's done this extensively for the past 25 to 30 years. He served on boards of banks, of public charities. He's been honored by his fellow citizens, both locally, in the state level, and even nationally.

During his adult life he was constantly in positions of trust. And in those positions of trust, your Honor, he dealt with millions and millions of dollars. And at no time was his integrity or his character ever impugned, never.

What did happen -- and you've probably seen it coming through the courts ad nauseam in the past couple of years -- is what we had was a man of honor whose work was paramount. If he went to a banker or he went to a friend who had money and said to them, "I am going to put this deal together. Do you want to be involved? Do you want to

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invest? May I borrow," your Honor, "$150,000, and I will give you my note for it," he always, always, always, paid those notes off. His word was gold. And some of the bankers that Mr. O'Connor talked about, if they came before you during the trial, you'd find that many of those funds that were lent were lent based on his word, based on his experience with them over the past 10 - 15 years.

What's happened is he built a successful business. He was always anticipating earnings, borrowing against those earnings for the next year. We've all seen that with developers, people who come through here, million-dollar deals with condominiums, commercial properties. And with the recession, what we have is an absolute disaster: the cash flow stopped, absolutely stopped.

Up until that time he met his financial obligations to those individuals and those financial institutions. The recession destroyed his ability to repay those loans. His struggle to maintain his commitments became so overpowering, so intense, that it substantially clouded his judgment and his lost his ability to distinguish right from wrong.

Nicholas Rizzo is telling you through me, his agent, your Honor, that he alone was solely responsible for soliciting that $794,000 of funds. He knew it could never be used for the Tsongas campaign. It's important to him that you and the public know that he would never have

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intentionally done anything to harm Paul Tsongas' campaign. Mr. Rizzo was not responsible for the campaign running out of money. He was, from the time the decision was made to run for the presidency until months after Mr. Tsongas' withdrawal from the campaign, dedicated to the campaign. He exerted every effort to raise funds for the Tsongas campaign; and, as a matter of fact, even after this account, this Andover bank account became public -- when I say "public," public to Mr. Kanin, public to Mr. Goldman, which happened, by the way, in February of 1992 -- he continued for months thereafter to raise funds to reduce the campaign deficit.

This individual we're talking about, your Honor, to this day considers that he does have a responsibility to the ones he solicited, but there's no way he can ever repay those funds. Most importantly, there's no way that he can ever repair the damage to himself, to his family, and to his friends who believed in him. He believes that he is responsible for the actions that he has been charged with, and he is willing to accept total responsibility for those actions, and he authorized us to negotiate the agreement which we have before you, and he asks you to accept that agreement.

In addition to that, we are asking if your Honor would please allow him to self-report and also allow him to self-report sometime after January 1st; and our

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recommendation would be Monday, January 17.

Thank you.

THE COURT: Mr. Rizzo, you are about to be sentenced. As one facing sentencing you have the right to address the Court. You have the right to tell me anything that may be on your mind, if you care to do so. If you prefer to remain silent, you may remain silent without the fear of being prejudiced.

THE DEFENDANT: Your Honor, I take responsibility for what I did.

And when you mentioned at the beginning of this session about me waiving my constitutional rights, I understood; but it wasn't until I heard Mr. O'Connor that I realized the full impact of waiving my rights.

I had to sit here and listen to allegations that I would have had the opportunity to defend myself against in court, but I have given up that right, and I understand that; but I do know that some of what came out this afternoon simply is not true.

Substantially, the charges are true. I did borrow money. I accepted responsibility then. I still do. If I ever have the ability to make money, I have no way of knowing that, I would pay them back. When I listed my -- what I consider to be my outstanding debts -- for the Probation Officer, Ms. Toye, I listed those people.

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When I -- you know, all this goes back to when I first -- when I first submitted the information to the Committee and then had to submit the information to the FEC, I listed them all. To the best of my ability, I listed them all, those that I borrowed from. And they were loans, and they were loans that were made that I told each of the individuals that I would be responsible for, and I still feel I am responsible for, the repayment.

I know what I did was wrong. I understand that.

THE COURT: Anything else?

THE DEFENDANT: No, your Honor.

THE COURT: All right. I think that the recommendation of the government is a reasonable one in most respects, and I am going to follow it. So I am going to impose the 52-month sentence and the three years of supervised release and the $825 special assessment.

With respect to restitution and forfeiture, I will allow the forfeiture order as amended here in open court, but I want it memorialized, and I know you will do that, Mr. O'Connor, to reflect that it does not affect the family residence as long as they live there in the present capacity.

As far as the restitution, I will issue that restitution order as suggested, but only for a period of five years. And the reason I do it -- I have no reason to think that you have done anything other than recite your assets.

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So I am not suggesting that you have any hidden assets, and I I do not say it with frivolity.

The argument has been made to me, I think it is a valid one, maybe you have made it, Mr. O'Connor, in the past, that you could walk out and win Megabucks even though you are incarcerated. I think the government and those who have been affected are -- they should be protected if you do get an extraordinary piece of good fortune such as that. So I am going to issue an order for restitution in the amount suggested with respect to each of the debtors that you acknowledge yourself. That restitution order will continue for a period of five years from this day, and thereafter it will expire, unless the government can show that you have some funds to pay.

Another reason I do that is because, I think, as Mr. McCann said, five years from now, when you come out, if you are going to be productive -- you will have every chance of being productive -- it seems to me you will be punished sufficiently and that you ought to have the opportunity to face life without that several-hundred-thousand-dollar debt hanging over your head.

So that will be the sentence. We will issue an order memorializing it.

MR. McCANN: May I --

THE COURT: I will accept the recommendation

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to self-report. I assume there will be no objection.

MR. SAVAGE: That's part of the plea agreement, your Honor, a date in January.

MR. McCANN: January 17th, your Honor.

THE COURT: Self-reporting, January 18th. Anything else that you have before the Court?

MR. SAVAGE: I move, your Honor, that we dismiss the counts --

THE COURT: We act on papers. So when you give me the amended order, give Ms. Coughlin the motion to dismiss, and we will do that and then I will issue an order.

MR. SAVAGE: Thank you, your Honor.

MR. McCANN: Thank you, your Honor.

(Whereupon the hearing was adjourned.)

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CERTIFICATE

I, James P. Gibbons, Official Court Reporter of the United States District Court, do hereby certify that the foregoing transcript constitutes to the best of my skill and ability a true and accurate transcription of my stenotype notes taken in the aforementioned action.

James P. Gibbons

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FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

FEBRUARY 22, 1994

VIA FAX AND
CERTIFIED MAIL

Bill Hedrick
Warden
Federal Medical Center
2110 Center St., East
Rochester, MN 55903

Re: Nicholas Rizzo Deposition

Dear Mr. Hedrick:

We previously contacted you by letter dated February 8, 1994, requesting entrance to your facility in order to depose inmate Nicholas Rizzo, pursuant to our authority to enforce the Federal Election Campaign Act of 1971, as amended. However, because Mr. Rizzo may need to arrange for counsel, we have decided to reschedule the deposition for March 9, 1994.

We provide the following information once again, in order to comply with your security procedures. Three attorneys plan to enter your facility: Delanie Painter
Jane Whang
and James Portnoy
We also intend to have a court reporter present, and will supply you with the name of the reporter as soon as possible.

We appreciate your assistance and cooperation in this matter, and hope to hear from you soon in order to confirm this date. If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

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W. EDGAR JESSUP, JR.
MELVIN S. SPEARS
BERTRAM R. MASSING
MARVIN H. LEWIS
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JOHN W. ERVIN
1917-1988
LEONARD COHEN
RETIRED

WRITER'S DIRECT DIAL:
(310) 281-6310

REF. OUR FILE NO.
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VIA FAX (202) 219-3923

Delanie DeWitt Painter, Esq.
Federal Election Commission
Washington, D. C. 20463

Re: Peter Caloyeras MUR 3585

Dear Ms. Painter:

We respectfully request a 15-day extension to submit additional material in this matter from the "Change of Plea and Disposition Hearing" of Nicholas A. Rizzo, Jr. held on October 13, 1993 in U.S. v. Rizzo, Criminal Action No. 93-10056-T, United States District Court, District of Massachusetts (Tauro, D. J.).

Sincerely,

W. Edgar Jessup, Jr.

WEJ/pb
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MUR 3585

ATTY. F. P. McCANN
59 JACKSON ST
LAWRENCE, MA 01840

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DEAR PAT:

THIS LETTER WILL SERVE AS MY AUTHORIZATION TO RELEASE COPIES OF ANY AND ALL RECORDS REQUESTED BY THE FEDERAL ELECTION COMMISSION IN THEIR SUPOENA OF FEBRUARY 7, 1994.

PLEASE CONTACT THE F.E.C. GENERAL COUNSEL'S OFFICE REGARDING THEIR ASSUMING ANY COST(S) INVOLVED.

THANK YOU,

Nicholas A Pozzi

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OPTIONAL FORM 89 (7-90)

FAX TRANSMITTAL | # of pages ▶ 1

To: Jane Whang	From: FMC Legal Dept.
Dept./Agency: Fed. Election Commission	Phone #: (507) 287-4474 x445
Fax #: (202) 219-3580	Fax #: (507) 282-3741

NSN 7540-01-317-7368 5099-101 GENERAL SERVICES ADMINISTRATION

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Manzi and McCann

Attorneys at Law

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Olivia G. Fiore

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Lawrence, MA 01840

Lawrence (508) 686-5664
Lowell (508) 459-4723
FAX (508) 794-9628

February 22, 1994

Ms. Jane Whang
Federal Electrion Commission
Office of the General Counsel
999 E. Street N.W.
Washington, D.C. 20463

MUR 3585

RE: Nicholas A. Rizzo, Jr.

Dear Ms. Whang:

This is to confirm our receipt of your fax on February 17, 1994 and our telephone conversation of February 22, 1994 regarding the proposed Deposition of Nicholas A. Rizzo, Jr. As you know, this office represented Mr. Rizzo with regard to the criminal charges brought by the Office of the United States Attorney in the United States District Court for the District of Massachusetts. However, it is our understanding that the FEC investigation is civil in nature.

Please be advised that we do not represent Mr. Rizzo with respect to the FEC's civil investigation. Accordingly, any and all further contacts or inquiries concerning the FEC civil investigation should be directed to Mr. Rizzo or any counsel he may retain to represent him in this matter. On the other hand, this office has been provided by Mr. Rizzo and the Office of the United States Attorney for the District of Massachusetts with various documents related to the Tsongas campaign and Mr. Rizzo's participation in same. We would be willing to make these documents available to the FEC if Mr. Rizzo so authorizes.

Thank you for your anticipated attention and cooperation. If you have any further questions, do not hesitate to contact us.

Very truly yours,

Eugene Patrick McCann

BY FACSIMILE TO (202) 219-3923
cc: Nicholas A. Rizzo, Jr.

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LEONARD COHEN
RETIRED

WRITER'S DIRECT DIAL:
(310) 281-6310
REF. OUR FILE NO.
0309-079

March 3, 1994

VIA FAX (202/219-3923)

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

Attn: Delanie DeWitt Painter, Esq.

Re: MUR 3585/Peter B. Caloyeras

Dear Ms. Painter:

Enclosed are fax copies of a current Declaration of Peter B. Caloyeras and my explanatory letter both dated March 3, 1994. The originals are being sent to you today via Federal Express with a copy of the Transcript mentioned in my letter.

Sincerely,

W. Edgar Jessup, Jr.

WEJ/pb
Enclosure
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W. EDGAR JESSUP, JR.
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MARVIN H. LEWIS
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(310) 281-6310
REF. OUR FILE NO.
0309-079

March 3, 1994

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

Attn: Delanie DeWitt Painter, Esq.

Re: MUR 3585/Peter B. Caloyeras

Dear Ms. Painter:

In connection with Mr. Caloyeras' $10,000 loan, I enclose his Declaration under oath dated March 3, 1994 and a copy of the testimony given at the Change of Plea and Disposition Hearing in United States of America v. Nicholas A. Rizzo, Jr., Criminal Action No. 93-10056-T, United States District Court, District of Massachusetts, held October 13, 1993 (the "Hearing").

The transcript of the Hearing discloses that Mr. Dennis Kanin was the Tsongas Campaign Manager running the day to day mechanics of the campaign itself (Hearing, Pg. 12), and that the Campaign Committee included David Goldman as Business Manager and George Kokinos as Treasurer with Mr. Rizzo acting in a fundraising role. According to the testimony of Assistant U.S. Attorney Brien T. O'Connor given at the Hearing, the Tsongas Committee opened its authorized account (the operating account for the campaign) at BayBank on March 11, 1991 over which Mr. Rizzo did not have signatory authority. Nevertheless, earlier on March 8, 1991, Mr. Rizzo opened an unauthorized and undisclosed account at the Andover Savings Bank in Andover, Massachusetts in the name of the "Tsongas Committee" over which Mr. Rizzo alone had signature power.

This was the beginning of Mr. Rizzo's fraud which eventually totalled $899,000 (Transcript, Pgs. 26 and 37). Mr. Rizzo's pattern in dealing with and borrowing the $899,000 was to reassure the lender that the loan was legal, that the money would be paid back in a short period of time and that the campaign desperately needed the money (Transcript, Pg. 15).

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With respect to Peter Caloyeras and his loan of $10,000, Mr. O'Connor stated as follows:

> "Peter Caloyeras, a long-time friend from California of Mr. Tsongas, was persuaded on the representations, again, that the loan was legal, that it would be repaid shortly, to give $10,000 to the campaign. Mr. Rizzo took that money put it in the account, and expended on his own personal expenses". (Hearing, Pg. 21).

While Mr. Rizzo was authorized to raise funds for the Tsongas Campaign, he was not authorized to solicit funds on the representation that illegal loans were legal, to deposit the loan funds in what turned out to be his personal bank account at the Andover Bank even though identified as being for the Tsongas Committee, and he was clearly not authorized to use those monies for his personal benefit.

Mr. O'Connor also testified that Peter Caloyeras was persuaded to make the loan on the representations that the loan was legal. (Transcript, Pg. 21). Mr. Caloyeras, himself, declared that he did not know that the loan was illegal or in violation of the Federal Election rules. (Caloyeras Declaration of March 3, 1994). Moreover, as soon as he heard from the Federal Election Commission that the loan was under question, Mr. Caloyeras has cooperated fully.

In mitigation, therefore, we respectfully submit that Peter B. Caloyeras did not knowingly and did not wilfully violate 2 U.S.C. Section 441a(a)(1)(A). Nevertheless, Mr. Caloyeras respectfully requests conciliation in this matter.

Sincerely,

W. Edgar Jessup, Jr.

WEJ/pb
Enclosure
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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 3585

DECLARATION OF PETER B. CALOYERAS

I, Peter B. Caloyeras, being duly sworn, declare and states this March 3, 1994 as follows:

1. I give this Declaration in connection with my check dated 9/23/91 in the amount of $10,000 made payable to the "Tsongas Committee", loaned at the request of Nicholas A. Rizzo, Jr. The circumstances were as follows.

2. Sometime shortly before Saturday, September 21, 1991, Mr. Nicholas A. Rizzo, Jr. called me to say that he was in town and asked me to meet with him about noon on Saturday, September 21, 1991 at the Biltmore Hotel in downtown in Los Angeles. I did meet him at that time and place and after discussion he asked me for a loan of $10,000 to be paid to the Tsongas Campaign Committee in order to pay for TV spots. He said that the loan would be repaid in February 1992 when the federal government's matching funds were received. Near the first of the following week I mailed him my check in the amount of $10,000 dated 9/23/91 made payable to the "Tsongas Committee" which I understood to be a loan.

I was not familiar with the Federal Election Campaign rules when I made the loan and relied on Mr. Rizzo. I have known him for many years and had confidence in him. I did not believe at that time that he would ask me to do anything improper or illegal and did not believe when I made the loan that it was improper or illegal.

3. There were no other people present at the Biltmore Hotel at my September 21 meeting with Mr. Rizzo.

4. I did not request a promissory note when I sent in the $10,000 check because I believed Mr. Rizzo when he said that the loan would be repaid in February 1992.

5. When February came and the loan was not repaid, I called Mr. Rizzo and he told me that the federal funds had been spent and that the Tsongas Committee was raising additional funds in other states and would repay me as soon as funds were available. Even at this time, I did not know that the loan was illegal, and was still unfamiliar with the Federal Election rules. I had not yet been alerted to the possibility of a problem.

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6. I made several other attempts after February 1992 to reach Mr. Rizzo about repayment of the loan but kept being put off. I did not keep any record of these calls. Eventually, I learned that the campaign had run out of money and that Mr. Rizzo had been charged with embezzling campaign funds for his own personal use. For these reasons, I did not commence any legal action against any person or entity to recover my loan. In fact, neither the campaign nor Mr. Rizzo have any money to repay me.

7. On April 26, 1993 I received a letter addressed to me dated April 22, 1993 from the Federal Election Commission stating that it had found reason to believe that I had violated the Federal Election Campaign Act of 1971. This was the first time that I heard from any one or learned that my $10,000 loan might have been illegal.

8. On about August 6, 1993, I talked to Gregory Moffit, Esq. of the law firm of Foley, Hoag & Elliot, One Post Office Square, Boston, Massachusetts at which time he told me that the Tsongas Campaign Committee had never realized any benefit from my $10,000 loan and that Mr. Rizzo had taken this money and used it for his own personal benefit.

9. I do not recall ever having had any contact with any of the following: Dennis Kanin, Steven Joncas, David Goldman, S. George Kokinos, Anastasios Kalogianis, Larry Ansin, Elkin McCallum, Thomas Kelley, Michael Spinelli, Roger Trudeau or William Berg.

Peter B. Caloyeras

State of California)
) ss
County of Los Angeles)

On March 3, 1994 before me, MP Curran,
a notary public in and for the State of California, personally appeared PETER B. CALOYERAS, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the within instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.

MP Curran (Seal)
Notary Public

OFFICIAL SEAL
M. P. CURRAN
Notary Public-California
LOS ANGELES COUNTY
My Commission Expires
May 28, 1994

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Shaines & McEachern
Professional Association, Attorneys

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FEDERAL ELECTION
COMMISSION
MAIL ROOM

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VIA FEDERAL EXPRESS

March 22, 1994

Delaney DeWitt Painter, Esq.
General Counsel's Office
FEDERAL ELECTION COMMISSION
Room 659
999 E Street, N.W.
Washington, D.C. 24063

RE: Respondent: Thomas D. Kelley, Jr.
MUR: #3585

Dear Ms. Painter:

Enclosed for entry in the above-referenced matter please find the Supplement to Response to Factual and Legal Analysis.

Thank you for your attention to this matter. If you have any questions or comments, do not hesitate to call.

Very truly yours,
SHAINES & McEACHERN, P.A.

BY: Susanna Ost for
Jonathan S. Springer

JSS/kma

Enclosure

cc: Mr. Thomas D. Kelley, Jr.

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FEDERAL ELECTION COMMISSION

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25 Maplewood Avenue, P.O. Box 360
Portsmouth, New Hampshire 03802-0360
Telephone 603/436-3110; FAX: 603/436-2993

COMMISSION
MAIL ROOM

FEDERAL ELECTION COMMISSION

'94

RESPONDENT: Thomas D. Kelley, Jr.
P.O. Box 603
South Lancaster, MA 01561

MUR: #3585

RESPONDENT'S COUNSEL: Jonathan S. Springer, Esq
Shaines & McEachern, P.A.
25 Maplewood Avenue
Portsmouth, NH 03801
(603) 436-3110

SUPPLEMENT TO RESPONSE TO FACTUAL AND LEGAL ANALYSIS

The Federal Election Commission has voted to find reason to believe that Thomas D. Kelley, Jr. violated 2 U.S.C. § 441a(a)(1)(A). The Respondent incorporates herein by reference his Response to Factual and Legal Analysis. Since the earlier Response further developments have occurred which support the Respondent's contention that he did not violate the Federal Election laws regarding contributions. Specifically, Nicholas A. Rizzo, Jr. pleaded guilty to a variety of offenses, including violating campaign donation and loan limits pursuant to 2 U.S.C. § 441a(a)(1)(A) and § 437(g)(d). A true and correct copy of the Judgment in a Criminal Case establishing the guilty plea is attached hereto as Exhibit A. The underlying Superseding Indictment is attached hereto as Exhibit B.

As those two documents establish, Mr. Rizzo was the chief fundraiser for the Tsongas Committee, and in that capacity "solicited and received a $25,000.00 loan" from the Respondent. See Superseding Indictment, attached as Exhibit B, at paragraph 12. As charged by the Superseding Indictment, and as admitted by Mr. Rizzo in his guilty plea, Mr. Rizzo "falsely represented to Thomas Kelley that the proceeds of the $25,000.00 loan would go to benefit

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the [Tsongas] Committee, that the loan was legal, and that the loan would be repaid in forty-five to sixty days." Id. In fact, Mr. Rizzo converted the proceeds to his personal use by depositing the money into a bank account unknown to the Tsongas Committee, and by spending the money on his own personal expenses. Id.

Based on these admitted and judicially established facts, it is clear that the Respondent was operating pursuant to a mistake of fact, namely, that the loan to the Tsongas Committee was legal and proper in all respects. This mistake of fact was based upon the false and intentionally misleading statements made by Mr. Rizzo in his capacity as chief fundraiser for the Tsongas Committee. It is hornbook law that an honest mistake of fact is a valid defense. See 21 AmJur 2d Criminal Law § 141.

In addition, it is also undisputed that the funds transferred from Mr. Kelley to Mr. Rizzo never reached the Tsongas Committee. The gravamen of the criminal case against Mr. Rizzo was that he had a scheme in which he solicited "donations", placed the same in an "undisclosed" bank account without reporting the same or disclosing the same to the actual Tsongas Committee and then proceeded to use those funds for his own personal expenses.

In order to violate 2 U.S.C. § 441a(a)(1)(A) "an individual must make a donation to any candidate and his authorized political committee." Both "candidate" and "authorized committee" are defined terms under Section 431 of the Act; in the instant case they would mean Paul Tsongas and the Tsongas Committee, Inc. As stated previously, the Respondent did not loan anything to either

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Mr. Tsongas or the Tsongas Committee, Inc. Rather, the Respondent's funds were taken by Mr. Rizzo without the knowledge and without the authorization of the candidate or his authorized committee. For these reasons a violation of the Act simply did not occur.

For the foregoing reasons, it is established that the Respondent did not knowingly or willfully violate the Act, and therefore he is not subject him to the penalties set forth in 2 U.S.C. § 437g(a)(5)(B) or (C).

Respectfully submitted

Thomas D. Kelley, Jr.
By His Attorneys

Shaines & McEachern, P.A.

Dated: March 22, 1994

By: _____
Jonathan S. Springer
25 Maplewood Avenue
Portsmouth, NH 03801
(603) 436-3110

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Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

I HEREBY ATTEST AND CERTIFY ON 2/9/94 THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE AND IN MY LEGAL CUSTODY.
ROBERT C. ALBERT, JR.
CLERK, U.S. DISTRICT COURT
DISTRICT OF MASSACHUSETTS
BY: [illegible]

UNITED STATES OF AMERICA

V. CRIMINAL NO. 93-10056-RGS

NICHOLAS A. RIZZO, JR.

ATTORNEY: Paul F. McCann, Esq.
and [illegible]

JUDGMENT IN A CRIMINAL CASE

THE DEFENDANT PLEADED GUILTY TO COUNTS: SUPERSEDING 1, 2, 3, 6, 8, 9, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 44 and 48.

ACCORDINGLY, THE DEFENDANT IS ADJUDGED GUILTY OF SUCH COUNT(S), WHICH INVOLVED THE FOLLOWING OFFENSES:

TITLE & SECTION	NATURE OF OFFENSE	DATE OFFENSE CONCLUDED	COUNTS
18 USC 1341, 1346	MAIL FRAUD	1992	1,2,3,6,8
18 USC 1956	MONEY LAUDERING	1992	9
2 USC 441(a)(1)(A) AND 437 (g)(d)	VIOLATING CAMPAIGN DONATION & LOAN LIMITS	1992	19 THRU 33
18 USC 1001	FALSE STATEMENTS	1992	34,35,36,44
18 USC 982(a)(1)	FORFEITURE		48

THE DEFENDANT IS SENTENCED AS PROVIDED IN PAGES 2 THROUGH 5 OF THIS JUDGMENT. THE SENTENCE IS IMPOSED PURSUANT TO THE SENTENCING REFORM ACT OF 1984.

IT IS ORDERED THAT THE DEFENDANT SHALL PAY A SPECIAL ASSESSMENT OF $825.00 FOR COUNT(S) SS 1,2,3,6,8,9,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35, 36 AND 44 WHICH SHALL BE DUE IMMEDIATELY.

IT IS FURTHER ORDERED THAT THE DEFENDANT SHALL NOTIFY THE UNITED STATES ATTORNEY FOR THIS DISTRICT WITHIN 30 DAYS OF ANY CHANGE OF NAME, RESIDENCE OR MAILING ADDRESS UNTIL ALL FINES, RESTITUTION, COSTS AND SPECIAL ASSESSMENTS IMPOSED BY THIS JUDGMENT ARE FULLY PAID.

DEFENDANT'S SOC.SEC. NO.

DEFENDANT'S DATE OF BIRTH:

DATE SENTENCE IMPOSED: 10/13/93

DEFENDANT'S MAILING ADDRESS: 30 HEMLOCK ROAD, ANDOVER, MA 01810

DEFENDANT'S RESIDENCE ADDRESS: SAME

CHIEF, U.S. DISTRICT JUDGE

DATED: 10/29/93

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IMPRISONMENT

THE DEFENDANT IS HEREBY COMMITTED TO THE CUSTODY OF THE UNITED STATES BUREAU OF PRISONS TO BE IMPRISONED FOR A TERM OF:

52 MONTHS

_____THE COURT MAKES THE FOLLOWING RECOMMENDATION TO THE BUREAU OF PRISONS:

_____ THE DEFENDANT IS REMANDED TO THE CUSTODY OF THE UNITED STATES MARSHAL.

_____THE DEFENDANT SHALL SURRENDER TO THE UNITED STATES MARSHAL FOR THIS DISTRICT

AT_____AM/PM ON_____.

_____AS NOTIFIED BY THE UNITED STATES MARSHAL.

XXXXXX

_____THE DEFENDANT SHALL SURRENDER FOR SERVICE OF SENTENCE AT THE INSTITUTION DESIGNATED BY THE BUREAU OF PRISONS,

XXXXX JANUARY 18, 1994

_____BEFORE 2 PM ON_____.

_____AS NOTIFIED BY THE UNITED STATES MARSHAL.

_____AS NOTIFIED BY THE PROBATION OFFICE.

RETURN

I HAVE EXECUTED THIS JUDGMENT AS FOLLOWS: _____

_____

_____

_____

DEFENDANT DELIVERED ON_____TO_____

AT_____WITH A CERTIFIED COPY OF THIS JUDGMENT.

_____
UNITED STATES MARSHAL

BY:_____
DEPUTY MARSHAL

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SUPERVISED RELEASE

UPON RELEASE FROM IMPRISONMENT, THE DEFENDANT SHALL BE ON SUPERVISED RELEASE FOR A TERM OF:

THREE YEARS

WHILE ON SUPERVISED RELEASE, THE DEFENDANT SHALL NOT COMMIT ANOTHER FEDERAL, STATE, OR LOCAL CRIME, SHALL NOT ILLEGALLY POSSESS A CONTROLLED SUBSTANCE. THE DEFENDANT ALSO SHALL COMPLY WITH THE STANDARD CONDITIONS THAT HAVE BEEN ADOPTED BY THIS COURT (SET FORTH BELOW). IF THIS JUDGMENT IMPOSES A RESTITUTION OBLIGATION, IT SHALL BE A CONDITION OF SUPERVISED RELEASE THAT THE DEFENDANT PAY ANY SUCH RESTITUTION THAT REMAINS UNPAID AT THE COMMENCEMENT OF THE TERM OF SUPERVISED RELEASE. THE DEFENDANT SHALL COMPLY WITH THE FOLLOWING ADDITIONAL CONDITIONS:

XXXXXX

_____THE DEFENDANT SHALL REPORT IN PERSON TO THE PROBATION OFFICE IN THE DISTRICT TO WHICH THE DEFENDANT IS RELEASED WITHIN 72 HOURS OF RELEASE FROM THE CUSTODY OF THE BUREAU OF PRISONS.

_____THE DEFENDANT SHALL PAY ANY FINES THAT REMAIN UNPAID AT THE COMMENCEMENT OF THE TERM OF SUPERVISED RELEASE.

_____THE DEFENDANT SHALL NOT POSSESS A FIREARM OR DESTRUCTIVE DEVICE.

STANDARD CONDITIONS OF SUPERVISION

WHILE THE DEFENDANT IS ON SUPERVISED RELEASE PURSUANT TO THIS JUDGMENT, THE DEFENDANT SHALL NOT COMMIT ANOTHER FEDERAL, STATE OR LOCAL CRIME. IN ADDITION:

1. the defendant shall not leave the judicial district without permission of the court or probation officer;
2. the defendant shall report to the probation officer as directed by the court or probation officer and shall submit a truthful and complete written report within the first five days of each month;
3. the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer.
4. the defendant shall support his or her dependents and meet other family responsibilities;
5. the defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons;
6. the defendant shall notify the probation officer within 72 hours of any change in residence or employment;
7. the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any narcotic or other controlled substance, or any paraphernalia related to such substances, except as prescribed by a physician;
8. the defendant shall not frequent places where controlled substances are illegally sold, used, distributed or administered;
9. the defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;
10. the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view by the probation officer;
11. the defendant shall notify the probation officer within 72 hours of being arrested or questioned by a law enforcement officer;
12. the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without permission of the court;
13. as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

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STATEMENT OF REASONS

____THE COURT ADOPTS THE FACTUAL FINDINGS AND GUIDELINE APPLICATION IN THE PRESENTENCE REPORT.

OR

XXXXI
____THE COURT ADOPTS THE FACTUAL FINDINGS AND GUIDELINE APPLICATION IN THE PRESENTENCE REPORT EXCEPT: (see attachment if necessary):
PARAGRAPHS 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 AND 55 ARE ORDERED STRICKEN FROM THE PRESENTENCE REPORT.

GUIDELINE RANGE DETERMINED BY THE COURT:

TOTAL OFFENSE LEVEL:	24
CRIMINAL HISTORY CATEGORY:	I
IMPRISONMENT RANGE:	51 TO 63 MONTHS
SUPERVISED RELEASE:	2 TO 3 YEARS
FINE RANGE:	$12,500 TO $125,000

XXXXI
____Fine is waived or is below the guidline range, because of the defendant's inability to pay.

RESTITUTION: $899,000.00

____Full restitution is not ordered for the following reason(s):

____The sentence is within the guideline range, that range does not exceed 24 months, and the court finds no reason to depart from the sentence called for by application of the guidelines.

OR

XXXXXI
____The sentence is within the guideline range, that range exceeds 24 months, and the sentence is imposed for the following reason(s):

OR

The sentence departs from the guideline range

____upon motion of the government, as a result of defendant's substantial assistance.

____for the following reason(s):

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RESTITUTION AND FORFEITURE

THIS RESTITUTION ORDER SHALL EXPIRE IN 5 YEARS

XXXXXXXX

_____THE DEFENDANT SHALL MAKE RESTITUTION TO THE FOLLOWING PERSONS IN THE FOLLOWING AMOUNTS:

NAME OF PAYEE	AMOUNT OF RESTITUTION
E. McCALLUM	$250,000
A. KALAGGIANIS	$250,000
W. BERG	$ 30,000
R. TRUDEAU	$ 65,000
D. CALOYERAS	$ 10,000
T. KELLEY	$ 25,000
TSONGAS COMMITTEE	$160,000

PAYMENTS OF RESTITUTION ARE TO BE MADE TO:

_____THE UNITED STATES ATTORNEY FOR TRANSFER TO PAYEE(S)

_____THE PAYEE
XXXXXXX

_____ON A SCHEDULE TO BE DETERMINED BY THE CHIEF U.S. PROBATION OFFICER

_____IN INSTALLMENTS ACCORDING TO THE FOLLOWING SCHEDULE OF PAYMENTS:

_____IN FULL IMMEDIATELY

_____IN FULL NOT LATER THAN_____.

ANY PAYMENT SHALL BE DIVIDED PROPORTIONAELY AMOUNG THE PAYEES NAMED UNLESS OTHERWISE SPECIFIED HERE.

RESTITUTION ORDER SHALL EXPRIRE IN 5 YEARS.

FORFEITURE

XXXXX

___THE DEFENDANT IS ORDERED TO FORFEIT THE FOLLOWING PROPERTY TO THE UNITED STATES: SEPARATE ORDER ON FORFEITURE HAS ENTERED.

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Exhibit B

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA	**CRIMINAL NO. 93-10056-T**
	VIOLATIONS:
	18 U.S.C. §§1341 and 1346 (Mail Fraud)
v.	**18 U.S.C. §1956 (Financial Transactions With Proceeds of Illegal Activity)**
	18 U.S.C. §1344 (Bank Fraud)
	18 U.S.C. §1001 (False Statements to the Federal Election Commission)
NICHOLAS A. RIZZO, JR.	**2 U.S.C. §§441a(a)(1)(A) and 437(g)(d) (Violating Federal Campaign Donation and Loan Limits)**
	18 U.S.C. §2 (Aiding and Abetting)
	18 U.S.C. §982 (Criminal Forfeiture)

SUPERSEDING INDICTMENT

THE GRAND JURY CHARGES:

GENERAL ALLEGATIONS

1. At all times material to this Superseding Indictment, Nicholas A. Rizzo, Jr. (hereinafter "defendant Rizzo") was a resident of Andover, Massachusetts. Since September 13, 1977, defendant Rizzo has owned and operated Benco Consulting and Marketing, Inc. (hereinafter "Benco"), a business consulting firm located in Andover, Massachusetts.

2. In or about March 1991, Paul Tsongas formed an organization of individuals to assist him in seeking election as President of the United States in November 1992.

3. On March 7, 1991, the Tsongas Committee, Inc. (hereinafter "the Committee") was incorporated under the laws of the Commonwealth of Massachusetts. On March 18, 1991, the

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Committee registered with the Federal Election Commission (hereinafter "FEC") in Washington, D.C.

4. The FEC is the agency of the United States responsible for enforcement of the campaign reporting requirements of the Federal Election Campaign Act (hereinafter "the Act") and for detection, investigation, and institution of enforcement action against those violating the Act.

5. During 1991 and early 1992, defendant Rizzo was the chief fundraiser for the Committee. Defendant Rizzo's responsibilities on behalf of the Committee included national fundraising, receiving and accounting for campaign contributions, assuring compliance with the Act, and acting as a liaison with the FEC. As such, defendant Rizzo had the responsibility to work honestly and without violating election laws or other laws in the course of his duties on behalf of the candidate, Paul Tsongas, and the Committee. Defendant Rizzo had an obligation to act honestly and lawfully in the course of raising and expending funds in furtherance of his role as chief fundraiser and finance manager for the Committee.

6. Defendant Rizzo had substantial experience as a fundraiser in federal elections, having acted as chief fundraiser and finance manager for Paul Tsongas's campaigns for the United States House of Representatives in 1974 and 1976 and the United States Senate in 1978, and as a fundraiser for the presidential campaigns of former President Jimmy Carter in 1980, former Vice President Walter Mondale in 1984, and Congressman Richard

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Gephardt in 1988. Defendant Rizzo also served as Assistant Treasurer for the Democratic National Committee during the early 1980's.

7. The Act, in particular, 2 U.S.C. §441a(a), and related federal regulations (11 CFR §100.7(a)(1)(iii)) prohibit and render illegal the making of contributions or loans to any federal candidate that exceed $1,000 in connection with any election (primary or general).

8. A federal regulation under the Act (11 CFR §9033.2(b)(3)) allows presidential campaign committees to obtain campaign matching funds once the campaign has received $5,000 in contributions in each of 20 states. Once a campaign qualifies for matching funds, it is entitled to receive matching funds from the United States Treasury of up to $250 per campaign contribution. Therefore, for any contribution of $250 or less, the campaign is entitled to matching funds for the entire contribution. For contributions over $250, the campaign is entitled to matching funds of $250 per contribution.

9. The Act, in particular, 2 U.S.C. §432(c), requires a campaign committee's treasurer to keep records of all contributions and loans to the Committee. The Act, 2 U.S.C. §434a(3), also requires campaign committees to file periodic reports -- monthly during an election year in which more than $100,000 is projected, and monthly or quarterly, at the committee's option, during a non-election year -- containing a true and accurate accounting of campaign contributions and loans.

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COUNTS ONE TO EIGHT

(Mail Fraud - 18 U.S.C. §§1341 and 1346)

The Grand Jury further charges that:

1. The Grand Jury realleges and incorporates by reference the General Allegations section of this Superseding Indictment as if fully set forth in these counts of the Superseding Indictment.

THE SCHEME TO DEFRAUD

2. Beginning in or about March 1991 and continuing through in or about the date of this Superseding Indictment, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully devised, intended to devise, and executed a scheme and artifice to defraud by means of false and fraudulent pretenses, representations, and promises, well knowing at the time that the pretenses, representations, and promises were false and fraudulent when made:

a. and to obtain money and property from the Committee, numerous individuals who attempted to make campaign contributions to the Committee, and several individuals who attempted to make substantial loans to the Committee;

b. and to deprive the Committee and Paul Tsongas of defendant Rizzo's loyal, faithful, and honest services as the chief fundraiser and finance manager of the Committee.

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MEANS, METHODS, AND OBJECTIVES OF THE SCHEME

A. Theft of Campaign Contributions

3. It was part of the scheme that on March 8, 1991, defendant Rizzo, without the knowledge or authorization of other members of the Committee, opened a checking account at the Andover Bank (hereinafter "the undisclosed Andover Committee account") under the name, "The Tsongas Committee". Defendant Rizzo opened the account with his own social security number rather than the employer identification number of the Committee. Thereafter, at all times material to this Superseding Indictment, defendant Rizzo alone had signature authority on the account. On March 11, 1991, the Committee opened a checking account at Bay Bank Middlesex in Andover, Massachusetts. Defendant Rizzo did not have signature authority on this account, which was the Committee's regular operating account during 1991 and 1992.

4. It was further a part of this scheme that in 1991 and 1992, defendant Rizzo maintained and controlled a Post Office box in Andover, Massachusetts, where he received contributions to the Committee. During 1991 and January 1992, defendant Rizzo diverted approximately $181,000 in individual campaign contributions intended for the Tsongas campaign into the undisclosed Andover Committee account.

5. It was further a part of the scheme that defendant Rizzo actively concealed from the Committee the $181,000 in campaign contributions that he deposited in the undisclosed Andover Committee account. Because of defendant Rizzo's active

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concealment, the Committee failed to include the $181,000 as campaign contributions in its reports disclosing Committee contribution receipts to the FEC. Further, as a result of the non-disclosure of the $181,000 in contributions, the Committee could not and did not receive substantial matching funds for those contributions that it was legally entitled to receive, and those who contributed did not receive the benefit of having their contributions matched by federal funds.

6. It was further a part of the scheme that between March 12, 1991 and the spring of 1992, defendant Rizzo spent approximately $155,000 of the $181,000 on his own personal expenses.

B. Solicitation of Illegal Loans

7. It was further a part of the scheme that on or about March 11, 1991, defendant Rizzo solicited and received a $100,000 loan from Lawrence Ansin to the Committee. Defendant Rizzo told Lawrence Ansin that the loan was for campaign expenses, was legal, and would be repaid. Defendant Rizzo deposited the $100,000 in loan proceeds into the undisclosed Andover Committee account and spent the $100,000 on his own personal expenses. The loan has not been repaid.

8. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo solicited and received three loans from Elkin McCallum: a $100,000 loan on or about August 13, 1991; a $50,000 loan on or about October 21, 1991; and a $100,000 loan on or about February 11, 1992. In soliciting each of the loans,

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defendant Rizzo falsely represented to Elkin McCallum that the loan proceeds would go to benefit the Committee, that the loans were legal, and that the loans would be repaid in a short period of time. Defendant Rizzo deposited the two 1991 loans, totalling $150,000, in the undisclosed Andover Committee account, and deposited the $100,000 1992 loan directly into his personal account at BayBank Middlesex. Defendant Rizzo spent the $250,000 in loan proceeds on his own personal expenses. None of the loans have been repaid.

9. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo solicited and received six loans from Anastasios Kalogianis: a $10,000 loan on or about September 10, 1991; a $15,000 loan on or about September 25, 1991; a $24,000 loan on or about October 2, 1991; a $35,000 loan on or about December 5, 1991; a $65,000 loan on or about December 6, 1991; and a $100,000 loan on or about January 27, 1992. In soliciting each of the loans, defendant Rizzo falsely represented to Anastasios Kalogianis that the loan proceeds would go to benefit the Committee, that the loans would be quickly repaid, and that the loans were legal. Defendant Rizzo deposited the proceeds of the five 1991 loans, totalling $149,000, in the undisclosed Andover Committee account, and deposited the proceeds of the $100,000 1992 loan into his personal account at Bay Bank Middlesex. Defendant Rizzo spent the $249,000 in loan proceeds on his own personal expenses. None of the loans have been repaid.

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10. It was further a part of the scheme that on or about September 27, 1991, defendant Rizzo solicited and received a $10,000 loan from Peter Caloyeras. In soliciting the loan, defendant Rizzo falsely represented to Peter Caloyeras that the loan proceeds would go to the Committee, that the loan was legal, and that the loan would be repaid in February 1992. Defendant Rizzo deposited the proceeds of the $10,000 loan in the undisclosed Andover Committee account and spent the $10,000 in loan proceeds on his own personal expenses. The loan has not been repaid.

11. It was further a part of the scheme that during 1991, defendant Rizzo solicited and received two loans from Roger Trudeau: a $60,000 loan on or about August 8, 1991, and a $20,000 loan on or about September 10, 1991. In soliciting the loans, defendant Rizzo falsely represented to Roger Trudeau that the loan proceeds would go to the Committee, that the loans were legal, and that the loans would be repaid in a short period of time. Defendant Rizzo deposited the $80,000 in loan proceeds in Benco accounts he controlled at Andover Bank and BayBank Middlesex. Defendant Rizzo repaid $15,000 of the loans and spent the remaining $65,000 on his own personal expenses. A balance of $65,000 remains unpaid.

12. It was further a part of the scheme that on or about October 22, 1991, defendant Rizzo solicited and received a $25,000 loan from Thomas Kelley. In soliciting the loan, defendant Rizzo falsely represented to Thomas Kelley that the

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proceeds of the $25,000 loan would go to benefit the Committee, that the loan was legal, and that the loan would be repaid in 45 to 60 days. Defendant Rizzo deposited the $25,000 in the undisclosed Andover Committee account and spent the $25,000 in loan proceeds on his own personal expenses. The loan has not been repaid.

13. It was further a part of the scheme that on or about October 16, 1991, defendant Rizzo solicited and received a $20,000 loan from Michael Spinelli. In soliciting the loan, defendant Rizzo falsely represented to Michael Spinelli that the proceeds of the loan would go to benefit the Committee and that the loan was legal. Defendant Rizzo deposited the proceeds of the loan in the undisclosed Andover Committee account and spent the $20,000 in loan proceeds on his own personal expenses. This loan was later repaid.

14. It was further a part of the scheme that on or about December 4, 1991, defendant Rizzo solicited and received a $60,000 loan from William Berg. In soliciting the loan, defendant Rizzo falsely represented to William Berg that the proceeds of the loan would go to benefit the Committee, that the loan was legal, and that the loan would be repaid quickly. Defendant Rizzo deposited the $60,000 in the undisclosed Andover Committee account. Defendant Rizzo repaid $30,000 of the loan and spent the balance on his own personal expenses. A balance of $30,000 remains unpaid.

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15. In total, defendant Rizzo fraudulently obtained loans in the amount of $794,000 which he falsely represented to the individual lenders would be to the benefit of the Committee. Defendant Rizzo has repaid $65,000 of the loans. The total amount of the fraudulently obtained loans that remains unpaid by defendant Rizzo is $729,000.

C. False Billing, Double Billing, and Billing for Personal Expenditures

16. It was further a part of the scheme that defendant Rizzo fraudulently obtained money from the Committee during 1991 and 1992 by misrepresenting to the Committee that he had incurred campaign expenses that, in fact, he had not incurred.

17. For example, on or about January 2, 1992, defendant Rizzo caused Carla Degnan, his daughter, who was a Benco employee and a Committee member who had signatory authority on the Committee's regular BayBank account, to write a check to him on that account in the amount of $42,000, when defendant Rizzo knew full well that he had not incurred expenses on behalf of the Committee to warrant such "reimbursement".

18. It was further a part of the scheme that defendant Rizzo billed the Committee for personal expenses including, among other things, expenses defendant Rizzo incurred at a women's clothing store and an adult entertainment center, which were not legally reimbursable by the campaign and did not relate to defendant Rizzo's obligation to assist the Committee.

19. It was further a part of the scheme that on numerous occasions defendant Rizzo "double billed" the Committee for

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campaign expenses that the Committee already had paid. For example, early in 1992 defendant Rizzo sought over $13,000 from the Committee in "reimbursement" for purportedly paying the Lafayette Hotel for goods and services in connection with a fundraising event at the hotel in or about March 1991, even though the bill had been paid by the Committee months earlier in 1991. In addition, on several occasions, defendant Rizzo caused the Committee to issue travel advance checks in the name of Steven Joncas with whom defendant Rizzo often travelled on campaign business. Defendant Rizzo took possession of the checks, forged Steven Joncas's name, and cashed them, keeping the proceeds for himself. Defendant Rizzo later sought reimbursement to himself in his own name from the Committee for the same travel expenses covered by the travel advance checks previously written in Steven Joncas's name and cashed by defendant Rizzo.

20. During 1991 and 1992, by double billing, submitting false bills, and billing the Committee for nonreimbursable personal expenditures, defendant Rizzo fraudulently obtained, or attempted to obtain, in excess of $77,000 from the Committee to which he was not entitled.

D. Expenditure Of Unlawfully Obtained Money

21. By diverting campaign contributions to the undisclosed Andover Committee account, soliciting loans by false and fraudulent representations, and submitting double, false, and otherwise improper bills, defendant Rizzo obtained $1,052,000, more or less, from the Committee, contributors to the Tsongas

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campaign, and the individual loaners named in paragraphs 7 to 14 of this Count, to which he was not legally entitled.

22. During 1991 and 1992, defendant Rizzo expended the money he fraudulently obtained and diverted for his own personal benefit in several ways, including the following:

a. he repaid personal loans to financial institutions and individuals, including those individuals referred to in Counts Ten to Sixteen of this Indictment;

b. he paid gambling debts to "bookies" in Massachusetts and to casinos in Las Vegas, Nevada; Atlantic City, New Jersey; Ledyard, Connecticut; and San Juan, Puerto Rico;

c. he made campaign contributions, including his own $1,000 contribution to the Tsongas Committee;

d. he made substantial cash payments to his business, Benco, greatly in excess of any legitimate reimbursements for work performed on behalf of the Tsongas Committee; and

e. he paid personal living and entertainment expenses.

E. The Concealment and Cover-Up

23. In order to promote full disclosure of campaign financing and expenditures, Congress enacted reporting requirements in the Act concerning campaign fundraising, and established legal standards for appropriate handling of funds

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raised in a campaign. At all times relevant to this Superseding Indictment, defendant Rizzo violated the requirements of Titles 2 and 26 of the United States Code concerning campaign finance that he was legally required to abide by, and that the Committee and its contributors had a right to expect defendant Rizzo to obey as the chief fundraiser and as a finance manager of the Committee.

24. As part of his effort to conceal his activity, defendant Rizzo failed or caused others to fail to forward contributions (2 U.S.C. §432(b) and 11 CFR §102.8) and to properly account for contributions to the Committee (2 U.S.C. §432(c) and 11 CFR §102.9). Defendant Rizzo also commingled campaign and personal funds (2 U.S.C. 432(a)(3) and 11 CFR §102.15), failed to properly deposit contributions (2 U.S.C. §432(h)(1) and 11 CFR §103.3), and caused false reports to be made to the FEC (2 U.S.C. §434(b) and 11 CFR §§104.3-104.11, and 26 U.S.C. §9042(c)).

25. As part of defendant Rizzo's efforts to conceal and cover up his fraud, he created and caused to be created false documents, and made false statements, including (a) written entries in the books and records of Benco that misrepresented the source of certain funds; (b) false and misleading note documents to those making loans to the Committee; (c) false personal and corporate federal income tax returns; (d) false statements made under oath to the FEC; and (e) numerous false statements to attorneys and those associated with the Committee's own investigation in an effort to explain his actions. In addition,

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defendant Rizzo wrote checks and sent them to individuals from whom he had solicited illegal loans, knowing when he wrote and sent the checks that there were insufficient funds to cover those checks.

THE MAILINGS

26. For the purpose of executing the aforesaid scheme and artifice to defraud others of their right to honest services and for obtaining money by false and fraudulent pretenses, representations, and promises, and attempting to do so, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly, willfully, and unlawfully placed and caused to be placed in a Post Office or authorized depository for mail matter to be sent and delivered by the United States Postal Service and knowingly, willfully, and unlawfully caused to be delivered by mail according to directions thereon, the following items on the following dates:

Count	Date of Mailing	Description
1	6/19/91	Campaign contribution check from Ann Kneisel
2	3/25/91	Campaign contribution check from George Pearce
3	6/5/91	Campaign contribution check from Alan Geismer, Jr.
4	9/27/91	Loan check from Peter Caloyeras

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5	2/5/92	Committee report to FEC
6	3/14/91	Campaign contribution check from Mary Wasserman
7	April 1992	Defendant Rizzo request for reimbursement to the Committee
8	3/11/91	Campaign contribution check from Patricia Campbell

All in violation of Title 18, United States Code, Sections 1341 and 1346.

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COUNT NINE

(Financial Transactions with Proceeds of Illegal Activity - 18 U.S.C. §§1956(a)(1)(A)(i) and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

2. From in or about March 1991 until in or about April 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did conduct and cause to be conducted financial transactions involving the proceeds of mail fraud in violation of 18 U.S.C. §§1341 and 1346, that is, causing checks from various individuals and entities referred to in Counts One to Eight of this Superseding Indictment to be deposited in bank accounts controlled by defendant Rizzo and the proceeds retained by defendant Rizzo, knowing that the checks involved in such financial transactions represented the proceeds of unlawful activity and with the intent to promote the carrying on of such unlawful activity.

All in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i) and 2.

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COUNTS TEN TO SEVENTEEN

(Bank Fraud - 18 U.S.C. §1344)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

2. From in or about at least February 1988 until at least August 1991, defendant

NICHOLAS A. RIZZO, JR.

falsely represented to financial institutions that he was to receive substantial proceeds from real estate ventures, and falsely represented his income and liabilities.

3. On or about each of the dates set forth below, in connection with loans made by the financial institutions named below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did knowingly execute and induce the execution of a scheme and artifice to defraud and to obtain the money listed below owned by and under the custody and control of the federally insured financial institutions listed below, by means of false and fraudulent pretenses, representations, and promises, to wit, false and fraudulent representations concerning defendant Rizzo's assets, income, and liabilities:

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Count	Time Period Loans Made	Lender	Total Amount of Loans
10	November 1989 to July 1991	Enterprise Bank and Trust Co.	$ 50,000
11	March 1989 to March 1990	Lawrence Savings Bank	$240,000
12	January 1989 to November 1990	Andover Bank	$1,028,263
13	November 1988 to December 1990	BayBank Middlesex	$155,000
14	November 1989 to August 1991	Medford Savings Bank	$530,000
15	August 1990	New Heritage Bank	$164,000
16	December 1989	Fleet Bank	$ 77,200
17	February 1988 to February 1989	National Bank of Greece	$100,000
		TOTAL	$2,344,463

All in violation of Title 18, United States Code, Sections 1344 and 2.

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COUNTS EIGHTEEN TO THIRTY-THREE

(Violating Campaign Donation and Loan Limits - 2 U.S.C. §§441(a)(1)(A) and 437(g)(d))

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section and in Counts One to Eight of this Superseding Indictment are realleged and incorporated herein.

2. On or about the dates listed below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully caused loans to be made to the benefit of the Committee in amounts exceeding $1,000, as listed below:

Count	Agreement Date	Amount of Loan	Source of Loan
18	3/11/91	$100,000	Lawrence Ansin
19	8/8/91	$ 60,000	Roger Trudeau
20	8/13/91	$100,000	Elkin McCallum
21	9/10/91	$ 10,000	Anastasios Kalogianis
22	9/10/91	$ 20,000	Roger Trudeau
23	9/25/91	$ 15,000	Anastasios Kalogianis
24	9/27/91	$ 10,000	Peter Caloyeras
25	10/2/91	$ 24,000	Anastasios Kalogianis
26	10/16/91	$ 20,000	Michael Spinelli
27	10/21/91	$ 50,000	Elkin McCallum
28	10/22/91	$ 25,000	Thomas Kelley

9704378512 6

29	12/4/91	$ 60,000	William Berg
30	12/5/91	$ 35,000	Anastasios Kalogianis
31	12/6/91	$ 65,000	Anastasios Kalogianis
32	1/27/92	$100,000	Anastasios Kalogianis
33	2/11/92	$100,000	Elkin McCallum
	TOTAL	$794,000	

All in violation of Title 2, United States Code, Sections 441(a)(1)(A) and 437(g)(d), and 11 CFR Section 100.7(a)(1).

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COUNTS THIRTY-FOUR TO FORTY-THREE

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section and in Counts One to Eight of this Superseding Indictment are realleged and incorporated herein.

2. On or about the dates listed below, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully caused the Treasurer for the Committee to make false and fictitious statements and representations to the FEC concerning matters within the jurisdiction of the FEC; to wit, filing reports that did not accurately reflect certain conduct that was reportable under Title 2, United States Code, including (a) that illegal loans were made and caused to be made to the Committee; (b) that contributions had been made to the Committee in excess of the legally allowable limit; and (c) that improper expenditures had been made with campaign funds:

Count	Date of Report	Period Covered
34	2/12/92	7/1/91 - 9/30/91
35	2/5/92	10/1/91 - 12/31/91
36	2/24/92	1/1/92 - 1/31/92
37	3/23/92	2/1/92 - 2/29/92
38	4/23/92	3/1/92 - 3/31/92
39	5/26/92	4/1/92 - 4/30/92
40	6/23/92	5/1/92 - 5/31/92

41	7/24/92	6/1/92 - 6/30/92
42	8/24/92	7/1/92 - 7/31/92
43	9/21/92	8/1/92 - 8/31/92

All in violation of Title 18, United States Code, Sections 1001 and 2(b).

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COUNT FORTY-FOUR

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

2. Pursuant to its statutory authority, the FEC issued subpoenas to various persons and entities in connection with an audit of the Committee and required answers to certain questions pertaining to the audit during 1992.

3. On or about November 18, 1992, defendant Rizzo, through his attorney, submitted written answers to certain questions from the FEC which he signed under the pains and penalties of perjury.

4. On or about November 18, 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did willfully and knowingly make and use and cause to be made and used a false writing and document knowing it to contain a false, fictitious and fraudulent statement and entry as to material facts in a matter within the jurisdiction of the FEC, a department and agency of the United States, in that in his "Written Answers", made pursuant to the request of the FEC, defendant Rizzo was asked the questions and responded falsely, as indicated below:

QUESTION:

> **"List names and addresses of persons making loans, the proceeds of which were deposited into Account Number**

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identify the date and amount of each loan; and explain the circumstances surrounding the solicitation of each loan.

ANSWER:

Lawrence Ansin, Weston, Massachusetts, $100,000
Elkin McCallum, Tyngsboro, Massachusetts, $250,000
Michael Spinelli, Lowell, Massachusetts, $20,000
Tom Kelley, Portsmouth, New Hampshire, $25,000
Arthur Kalogianis, Salem, New Hampshire, $249,000

I solicited the loans and issued, in some cases, promissory note(s) signed by me for repayment. The loans were to be used by me and repaid by me."

* * *

QUESTION:

"List names and addresses of persons making any other loans to you, Maria Rizzo, or The Tsongas Committee, solicited on behalf of The Tsongas Committee; identify the date and amount of each loan; explain the circumstances surrounding the solicitation of each loan; and identify how the proceeds of these loans were used.

ANSWER:

None."

4. Defendant Rizzo then and there well knew and believed that said answers were false since in truth and in fact defendant Rizzo failed to disclose in his answers to the FEC that he had (a) solicited and obtained a loan on behalf of the Committee from Peter Caloyeras in the amount of $10,000 which he deposited in Account Number (b) solicited and obtained loans on behalf of the Committee from Roger Trudeau totalling $80,000 which were deposited to Account Number in the name, Benco Consulting and Marketing, Inc.; and (c) solicited and obtained a loan payable to the Committee from William Berg in the

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amount of $60,000 which was deposited in Account Number

All in violation of Title 18 United States Code, Sections 1001 and 2.

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COUNT FORTY-FIVE

(False Statements - 18 U.S.C. §§1001 and 2)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Indictment are realleged and incorporated herein.

2. On or about November 18, 1992, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

did willfully and knowingly make and use and cause to be made and used a false writing and document knowing it to contain a false, fictitious, and fraudulent statement and entry as to material facts in a matter within the jurisdiction of the FEC, a department and agency of the United States, in that in his "Written Answers", made pursuant to the request of the FEC, defendant Rizzo was asked the following question and responded falsely, as indicated below:

QUESTION:

> "Describe any contact you may have had with Steve Joncas of Lowell, Massachusetts, during your work with the Tsongas Committee. Explain any financial transactions you entered with Mr. Joncas.

ANSWER:

> I had frequent contact with Steve Joncas. Mr. Joncas frequently accompanied me on a variety of volunteer assignments. Advance expense funds were issued to Mr. Joncas by The Committee with the full knowledge that I was to use the funds and I was responsible for the accounting of all expenditures of those funds."

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3. Defendant Rizzo then and there well knew and believed that said answer was false since no responsible individuals associated with or representing the Committee in any way had knowledge that defendant Rizzo was to use or obtain any funds from the Committee relating to Steven Joncas.

All in violation of Title 18, United States Code, Section 1001 and 2(b).

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COUNT FORTY-SIX

(Mail Fraud - 18 U.S.C. §1341)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

THE SCHEME TO DEFRAUD

2. Beginning in or about 1990 and continuing through in or about 1991, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully devised, intended to devise, and executed a scheme and artifice to defraud NED Rockingham, L.P., of money or property, namely, at least $10,000, by means of false and fraudulent pretenses, representations, and promises.

3. It was a part of the scheme that during 1990 and 1991 defendant Rizzo was retained as a political consultant by NED Rockingham, L.P., a limited partnership that was in the process of attempting to secure certain permits necessary to the development of the Rockingham Park Mall in Salem, New Hampshire.

4. It was further a part of the scheme that in October 1990 defendant Rizzo stated to a general partner of NED Rockingham, L.P., that the chairperson of the New Hampshire Republican Party had solicited a contribution to the New Hampshire Republican Party. Defendant Rizzo suggested that NED Rockingham, L.P. make a contribution to the New Hampshire Republican Party.

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5. It was further a part of the scheme that before the general partners of NED Rockingham, L.P. decided whether to make a contribution, defendant Rizzo sent to them a "Benco" invoice and photocopy of the front of a check purportedly drawn on an account in the name of "Benco Consulting and Marketing, Inc.", along with a letter which indicated that Benco had already made a $10,000 contribution to the "Voter Education Fund" of the "N.H. Republican Committee".

6. It was further a part of the scheme that defendant Rizzo told a general partner of NED Rockingham, L.P. that it would be preferable for defendant Rizzo to make the contribution to the "Voter Education Fund" on behalf of NED Rockingham, L.P.. Defendant Rizzo explained that if Benco made the contribution on behalf of NED Rockingham, L.P., then individuals with access to contributor lists would not be aware that NED Rockingham, L.P. had made the contribution and would not seek further contributions from the limited partnership.

7. It was further a part of the scheme that defendant Rizzo told NED Rockingham, L.P.'s general partners that he would inform the New Hampshire Republican Party chairperson that the $10,000 contribution was actually made by NED Rockingham, L.P. so that NED Rockingham, L.P. would gain any benefit that might flow therefrom.

8. It was further a part of the scheme that defendant Rizzo's false and fraudulent pretenses, representations, and promises caused NED Rockingham, L.P. to deliver $10,000 to

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defendant Rizzo as reimbursement to him for purportedly making the $10,000 contribution to the "Voter Education Fund" of the "N.H. Republican Committee".

9. It was further a part of the scheme that defendant Rizzo in fact never had the conversations he said he had with the head of the New Hampshire Republican party and never sent the $10,000 check, a copy of which he sent to NED Rockingham, L.P., to any voter education fund or anyone else affiliated with the Republican Party in New Hampshire.

10. It was further a part of the scheme that defendant Rizzo never caused Benco's $10,000 check, a copy of which he sent to NED Rockingham, L.P., to be cashed. Under New Hampshire state law, it is illegal for a political party to accept corporate contributions in excess of $500, or corporate contributions in any amount.

11. On or about November 1, 1993, defendant Rizzo, for the purposes of executing the aforesaid scheme and artifice to defraud, placed or caused to be placed in an authorized depository for mail matter, and knowingly caused to be delivered by the United States Mail, a letter dated November 1, 1990 to a general partner of NED Rockingham, L.P., William H. McCabe, Jr., a Benco invoice dated November 1, 1990, and a photocopy of a Benco check in the amount of $10,000.

All in violation of Title 18, United States Code, Sections 1341 and 2.

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COUNT FORTY-SEVEN

(Mail Fraud - 18 U.S.C. §1341)

The Grand Jury further charges that:

1. The allegations contained in the General Allegations section of this Superseding Indictment are realleged and incorporated herein.

THE SCHEME TO DEFRAUD

2. Beginning in or about 1985 and continuing through in or about May 1993, in the District of Massachusetts and elsewhere, defendant

NICHOLAS A. RIZZO, JR.

knowingly and willfully devised, intended to devise, and executed a scheme and artifice to defraud Anthony Silva, Jr. and Robert Macartney of money or property, namely, at least $145,000, by means of false and fraudulent pretenses, representations, and promises.

3. It was a part of the scheme that in or about November 1985, defendant Rizzo received $50,000 from Anthony Silva, Jr.

4. It was further a part of the scheme that on or about September 10, 1986, defendant Rizzo received $50,000 from Anthony Silva, Jr.

5. It was further part of the scheme that in obtaining $50,000 from Anthony Silva, Jr. in 1985, defendant Rizzo represented to Silva, among other things, that he would cause Silva's $50,000 to be invested in a government subsidized real estate development in Nashua, New Hampshire called the Nashua

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Plaza Housing Development, that Silva would be a limited partner in the project, and that the investment was for a seven year period at the end of which Silva's investment would be returned with interest and any gains in equity.

5. It was further a part of the scheme that in obtaining $50,000 from Anthony Silva, Jr. in 1986, defendant Rizzo represented to Silva, among other things, that he would cause Silva's $50,000 to be invested in a government subsidized real estate project in Northhampton, Massachusetts, that Silva would be a limited partner in the project, and that the investment was for a seven year period at the end of which Silva's investment would be returned with interest and any gains in equity.

7. It was further a part of the scheme that in or about 1987 or 1988, defendant Rizzo told Silva that the Nashua project was doing well and that Silva's equity in the project had increased significantly.

8. It was further a part of the scheme that during 1991 and 1992, defendant Rizzo repeatedly promised to furnish Anthony Silva, Jr. with documents evidencing Silva's investments in the Nashua and Northhampton projects.

9. It was further a part of the scheme that in or about February 1991, defendant Rizzo received $45,000 from Robert Macartney.

10. It was further a part of the scheme that in obtaining $45,000 from Robert Macartney in 1991, defendant Rizzo falsely represented to Macartney, among other things, that he would cause

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Macartney's $45,000 to be invested in a government subsidized real estate project, that Macartney would own one unit in the project for which other investors were paying $50,000, that Macartney would be a limited partner in the project, and that after one year Macartney could retrieve his investment plus approximately 12% in interest, or leave his money in the project, whichever he preferred.

11. It was further part of the scheme that in or about 1992 and early 1993, when Anthony Silva, Jr. and Robert Macartney requested documentation evidencing their investments, defendant Rizzo furnished to them documents that he knew had no relevance to any investment he had made in limited partnerships or real estate developments on their behalf.

12. It was further a part of the scheme that defendant Rizzo repeatedly misled Anthony Silva, Jr. and Robert Macartney by misrepresenting to them that he had put their money into limited partnerships investing in government subsidized real estate projects.

13. It was further a part of the scheme that defendant Rizzo did not in fact cause the $145,000 he obtained from Anthony Silva, Jr. and Robert Macartney to be put into limited partnerships investing in government subsidized real estate projects.

14. Sometime in or about 1992, defendant Rizzo, for purposes of executing the aforesaid scheme and artifice to defraud, placed or caused to be placed in an authorized depository for mail

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matter, and knowingly caused to be delivered by the United States Mail, a document entitled "Assisted Elderly Development Enterprises - A Massachusetts Limited Partnership Agreement And Certificate of Limited Partnership."

All in violation of Title 18, United States code, Sections 1341 and 2.

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COUNT FORTY-EIGHT

(Criminal Forfeiture - 18 U.S.C. §982(a)(1))

The Grand Jury further charges that:

1. The charges and allegations set forth in the General Allegations section and Counts One through Nine of the Superseding Indictment are realleged and incorporated herein.

2. Approximately $1,052,000 was involved in defendant Rizzo's violation of Title 18, United States Code, Section 1956, as alleged in Count Nine.

3. Upon conviction of the violation alleged in Count Nine of this Superseding Indictment, defendant

NICHOLAS A. RIZZO, JR.

shall forfeit to the United States any and all property constituting and derived from proceeds defendant Rizzo obtained, directly or indirectly, as the result of such violations, including, but not limited to, the aforementioned $1,052,000.

4. If, as a result of any action or omission of defendant Rizzo, any of the property described in paragraph 3 above:

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, or deposited with, a third person;

(3) has been placed beyond the jurisdiction of the court;

(4) has been substantially reduced in value; or

(5) has been commingled with other property which cannot be divided without difficulty;

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then it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(1)(B), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property, that is, $1,052,000. Such other property includes, but is not limited to:

a. the land, with all buildings, appurtenances and improvements thereon, located at 30 Hemlock Road, Andover, Massachusetts, as described in a deed to Nicholas and Maria Rizzo, recorded with the Essex County Registry of Deeds at Book 1192, Page 623;

b. an office condominium located at One Elm Square, Andover, Massachusetts, as described in a deed to Maria A. Rizzo, trustee, Aede Family Trust, recorded with the Essex County Registry of Deeds, at Book 1721, Page 342.

All in violation of Title 18, United States Code, Sections 982(a) and (b).

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COUNT FORTY-NINE

(Criminal Forfeiture - 18 U.S.C. §982(a)(2))

The Grand Jury further charges that:

1. The charges and allegations set forth in the General Allegations section and Counts Ten through Sixteen of this Superseding Indictment are realleged and incorporated herein.

2. From his engagement in the unlawful activities alleged in Counts Ten through Sixteen, in violation of 18 U.S.C. §1344, defendant

NICHOLAS A. RIZZO, JR.

obtained and derived, directly and indirectly, approximately $2,344,463 in proceeds.

3. Upon conviction of the violations alleged in Counts Ten through Sixteen of this Superseding Indictment, defendant Rizzo shall forfeit to the United States any and all property constituting and derived from proceeds defendant Rizzo obtained, directly or indirectly, as the result of such violations, including, but not limited to, the aforementioned $2,344,463.

4. If, as a result of any action or omission of defendant Rizzo, any of the property described in paragraph 3 above:

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, or deposited with, a third person;

(3) has been placed beyond the jurisdiction of the court;

(4) has been substantially reduced in value; or

(5) has been commingled with other property which cannot be divided without difficulty;

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then it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(1)(B), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property, that is, $2,344,463. Such other property includes, but is not limited to:

a. the land, with all buildings, appurtenances and improvements thereon, located at 30 Hemlock Road, Andover, Massachusetts, as described in a deed to Nicholas and Maria Rizzo, recorded with the Essex County Registry of Deeds at Book 1192, Page 623;

b. an office condominium located at One Elm Square, Andover, Massachusetts, as described in a deed to Maria A. Rizzo, trustee, Aede Family Trust, recorded with the Essex County Registry of Deeds, at Book 1721, Page 342.

All in violation of Title 18, United States Code, Sections 982(a)(2) and (b).

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A TRUE BILL

FOREPERSON OF THE GRAND JURY

ASSISTANT U.S. ATTORNEY

DISTRICT OF MASSACHUSETTS: June 4, 1993 @ 12:44 pm

Returned into the District Court by Grand Jurors and filed.

DEPUTY CLERK

UNITED STATES DISTRICT COURT

I HEREBY ATTEST AND CERTIFY ON 6/8/94
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE
AND CORRECT COPY OF THE ORIGINAL ON FILE
IN MY OFFICE AND IN MY LEGAL CUSTODY.

ROBERT C. SMITH, JR.
CLERK, U.S. DISTRICT COURT
DISTRICT OF MASSACHUSETTS

BY: _____ Deputy

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(Rev. 5/78)

PER 18 U.S.C. 3170

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION – IN U.S. DISTRICT COURT

BY: ☐ COMPLAINT ☐ INFORMATION ☒ INDICTMENT superseding

Name of District Court, and/or Judge/Magistrate Location (City)

MASSACHUSETTS

OFFENSE CHARGED

See attached.

☐ Petty
☐ Minor
☐ Misdemeanor
☒ Felony

Place of offense: Massachusetts and elsewhere

U.S.C. Citation: See attached.

DEFENDANT – U.S. vs.

NICHOLAS A. RIZZO, JR.

Address: 30 Hemlock Road, Andover, MA 01810

Birth Date: - -

☒ Male ☐ Female ☐ Alien (if applicable)

(Optional unless a juvenile)

PROCEEDING

Name of Complainant Agency, or Person (& Title, if any)

FBI, IRS-CID

☐ person is awaiting trial in another Federal or State Court, give name of court

☐ this person/proceeding is transferred from another district per (circle one) FRCrP 20, 21 or 40. Show District

☐ this is a reprosecution of charges previously dismissed which were dismissed on motion of: ☐ U.S. Att'y ☐ Defense

☒ this prosecution relates to a pending case involving this same defendant

☐ prior proceedings or appearance(s) before U.S. Magistrate regarding this defendant were recorded under

SHOW DOCKET NO. 93-10056-T

MAGISTRATE CASE NO.

DEFENDANT

IS *NOT* IN CUSTODY

1) ☐ Has not been arrested, pending outcome this proceeding. If not detained give date any prior summons was served on above charges
2) ☐ Is a Fugitive
3) ☒ Is on Bail or Release from (show District)

MASSACHUSETTS

IS IN CUSTODY

4) ☐ On this charge
5) ☐ On another conviction
6) ☐ Awaiting trial on other charges } ☐ Fed'l ☐ State

If answer to (6) is "Yes", show name of institution

Has detainer been filed? ☐ Yes ☐ No — If "Yes" give date filed: Mo. Day Year

DATE OF ARREST

Or... if Arresting Agency & Warrant were not Federal

DATE TRANSFERRED TO U.S. CUSTODY: Mo. Day Year

Name and Office of Person Furnishing Information on THIS FORM: A. JOHN PAPPALARDO — ☒ U.S. Att'y ☐ Other U.S. Agency

Name of Asst. U.S. Att'y (if assigned): J. SAVAGE/B. O'CONNOR

☐ This report amends AO 257 previously submitted

ADDITIONAL INFORMATION OR COMMENTS

CATEGORY: II

PROCESS: Self Report for Arraignment

DEFENSE COUNSEL:

NAME: E. Patrick McCann, Esq.

ADDRESS: Manzi & McCann
59 Jackson Street
Lawrence, MA 01840

USAO NO.

I request this Indictment, Information or Complaint be:

/ / SEALED

/X/ UNSEALED

97043/85147

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MARCH 16, 1994

VIA FACSIMILE
AND CERTIFIED MAIL

Vincent C. Manzi, Jr.
Manzi and McCann
59 Jackson Street
Lawrence, MA 01840

RE: Nicholas A. Rizzo, Jr.
MUR 3585

Dear Mr. Manzi:

Pursuant to Nicholas Rizzo's request, I am faxing you a copy of the cooperation agreement that was entered into between Mr. Rizzo and the Federal Election Commission on March 10, 1994.

If you have any further questions, please contact me at (202) 219-3690, or (800) 424-9530.

Sincerely,

Jane Whang

Attachment As Stated

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COOPERATION AGREEMENT

MUR 3585

The following cooperation agreement is entered into between Nicholas A. Rizzo, Jr. and the Federal Election Commission:

1. Nicholas A. Rizzo, Jr. will be examined by the Federal Election Commission in connection with MUR 3585 and the audit of the Tsongas Committe, Inc.

2. Answers given and/or information provided to the Federal Election Commission during the examination regarding matters arising from the indictment returned against Nicholas A. Rizzo, Jr. on February 19, 1993 in the District of Massachusetts will not be used against him in any criminal prosecution brought by the United States Government, with the exception of any prosecution of tax matters.

3. Notwithstanding the above, if Nicholas A. Rizzo, Jr. fails to tell the truth or conceals information in response to questions posed by the Federal Election Commission during the examination, he will be referred to the United States Department of Justice for prosecution under Federal laws prohibiting perjury and false statements, and nothing in this agreement waives the authority of the United States Department of Justice to prosecute him for such perjury or false statements or any other criminal conduct.

4. The contents of this agreement have been read and approved by the Public Integrity Section of the United States Department of Justice and the United States Attorney's Office in Boston, Massachusetts.

4. This writing constitutes the entire agreement between the parties on the matters raised herein.

Lawrence M. Noble
General Counsel
BY: James Portnoy
Attorney
Federal Election Commission

3/10/94
Date

Nicholas A. Rizzo, Jr.

3/10/94
Date

9704385149

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SENSITIVE

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Nicholas A. Rizzo, et. al.)
) MUR 3585
)

GENERAL COUNSEL'S REPORT

I. STATUS OF THE INVESTIGATION

On January 21, 1994, the Commission found reason to believe that Nicholas A. Rizzo knowingly and willfully violated 2 U.S.C. §§ 432(b)(1) and (3); 2 U.S.C. § 432(a); 2 U.S.C. § 432(h); 2 U.S.C. § 441a(a)(1)(A) and 11 C.F.R. §§ 110.9(a) and 116.5(b); 2 U.S.C. § 441a(f); and 2 U.S.C. § 441b and 11 C.F.R. § 114.2(c). The Commission also found reason to believe that Thomas D. Kelley, Jr., Michael Spinelli, Peter B. Caloyeras, Elkin McCallum, Anastasios Kalogianis, Roger Trudeau, and William Berg violated 2 U.S.C. § 441a(a)(1)(A) by making contributions in the form of loans to the Tsongas for President Committee ("the Committee") in excess of their individual contribution limitations.1/ The Commission further found reason to believe that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Nicholas A. Rizzo, but intending it to benefit the Committee.
In addition, the Commission found reason to believe that Senator

1/ The Commission declined, at that time, to enter into conciliation with Anastasios Kalogianis, Michael Spinelli, Thomas D. Kelley, Jr., Elkin McCallum, Peter B. Caloyeras, Roger Trudeau, and William Berg prior to a finding of probable cause to believe.

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Paul E. Tsongas and Dennis Kanin knowingly accepted contributions in the form of loans in excess of the individual contribution limitations in violation of 2 U.S.C. § 441a(f).2/

Moreover, the Commission authorized this Office to conduct depositions of a number of individuals. Finally, the Commission postponed further processing of the Audit of the Tsongas for President Committee until our investigation in this matter is complete, but not later than February 28, 1994.3/

This Office conducted depositions of three individuals, Steven Joncas, Michael Spinelli, and Elkin McCallum on January 26, 28 and 31, respectively.4/ We planned to depose Senator Paul Tsongas, Dennis Kanin, David Goldman and George Kokinos on February 15-18, 1994. In addition, we planned to depose Nicholas Rizzo on February 23, 1994. However, because of unforeseen delays to these depositions, our investigation will not be complete until after February 28, 1994.

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2/ The Commission originally found reason to believe against all of the respondents except Senator Tsongas and Mr. Kanin on April 12, 1993. On January 21, 1994, the Commission revoted its previous findings in this case following the decision in FEC v. NRA Political Victory Fund, 6 F. 3d 821 (D.C. Cir. 1993). The Commission made its reason to believe findings against Senator Tsongas and Mr. Kanin on the same date.

3/ The General Counsel's Report of January 10, 1994 indicated that this Office planned to complete our depositions and investigation by the end of February.

4/ This Office previously conducted depositions of Roger Trudeau, Anastasios Kalogianis and Elkin McCallum and issued interrogatories and requests for documents to other individuals related to this investigation.

Gary C. Crossen of Foley, Hoag and Eliot, counsel for Senator Tsongas, Mr. Kanin, Mr. Kokinos, and Mr. Goldman would not produce his clients for the depositions scheduled for February 15-18, 1994. On February 3, 1994, Mr. Crossen declined to produce his clients and proposed instead that the depositions be conducted between February 28 and March 3. We advised Mr. Crossen that we were disinclined to delay the depositions, but that we would consider his request upon receiving it in writing.5/ He agreed to make his request in writing; however, Mr. Crossen did not respond despite repeated attempts to contact him. On February 3, 1994, we faxed the deposition subpoenas and reason to believe notifications for Senator Tsongas and Mr. Kanin to Mr. Crossen. After Mr. Crossen failed to make a written request to change the deposition dates, this Office called him on February 8, 9, and 10, 1994. However, Mr. Crossen's secretary repeatedly indicated that he was unavailable. On February 10, 1994, we sent a letter to Mr. Crossen, stating that his time to move to quash the subpoenas would expire on that day and that his silence would be interpreted as consent to our proposed deposition dates.6/ Attachment 1. Mr. Crossen did not respond.

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5/ The Office of General Counsel and the person subpoenaed may agree to change the date and time of the deposition if the agreement is confirmed in writing. 11 C.F.R. § 111.15(c).

6/ Any person to whom a Commission subpoena is directed may file a motion to quash within 5 days after their receipt of the subpoena. 11 C.F.R. § 111.15(a).

This Office finally contacted Mr. Crossen on February 14, 1994. Mr. Crossen stated that there are "institutional problems" and that his clients absolutely would not appear for the depositions scheduled to begin on February 15, 1994.7/ We received a written request to change the deposition dates from Mr. Crossen on the same day. Attachment 2. This Office faxed a letter to Mr. Crossen on February 18, 1994 stating that in order to keep this matter out of court, we were willing to change the deposition dates to the dates which Mr. Crossen proposed.8/ See 11 C.F.R. § 111.15(c).

In addition, it was necessary to postpone the deposition of Mr. Rizzo scheduled for February 23, 1994. Mr. Rizzo is presently incarcerated at the Federal Medical Center in Rochester, Minnesota. He indicated, through prison staff, that he forwarded the Commission's subpoena to his attorney, Patrick McCann. However, on February 17 and 18, 1994 and again by letter dated February 22, 1994 Mr. McCann told staff of this Office that he no longer represents Mr. Rizzo. Attachment 4. In order to give Mr. Rizzo sufficient time to secure new counsel, if he chose to do so, this Office postponed the deposition until March 9, 1994. Attachment 5.

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7/ While it is not clear what problems Mr. Crossen was referring to, it appears that there may be representational conflicts because Senator Tsongas and Mr. Kanin are both partners in the firm.

8/ We further stated that the Commission does not waive any of its rights in this matter, including the right to seek judicial enforcement of the subpoenas, and that no further extensions would be granted.

The depositions of David Goldman, George Kokinos, Senator Paul Tsongas, and Dennis Kanin were taken on February 28 and on March 1, 2, and 3, 1994, respectively. Nicholas Rizzo was deposed on March 9 and 10, 1994. The Office of General Counsel has forwarded transcripts of the depositions and other documents provided by the deponents to the Audit Division and we will continue to forward these materials as we receive them.

II. PLAN FOR ADDITIONAL INVESTIGATION

Upon further review of the information produced in connection with this investigation, the Office of General Counsel believes that it would be beneficial to depose another individual, Mary Wong. Ms. Wong was the comptroller of the Committee. Her position required her to develop a budget, review contributions, and make payments to vendors. Attachment 6 at 2. We believe that Ms. Wong may be able to establish when the Committee had knowledge that Mr. Rizzo was depositing contributions into a separate account in Andover, Massachusetts. Attachment 7 at 10-15. Therefore, we recommend that the Commission authorize the Office of General Counsel to depose Mary Wong.

III. RECOMMENDATION

The Office of General Counsel recommends that the Commission authorize the deposition of Mary Wong.

3/14/94
Date

Lawrence M. Noble
General Counsel

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Nicholas A. Rizzo, et al.) MUR 3585

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on March 17, 1994, the Commission decided by a vote of 5-0 to authorize the deposition of Mary Wong, as recommended in the General Counsel's Memorandum dated March 14, 1994.

Commissioners Aikens, Elliott, McGarry, Potter, and Thomas voted affirmatively for the decision; Commissioner McDonald did not cast a vote.

Attest:

3-17-94
Date

Delores Hardy
for Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Mon., Mar. 14, 1994 11:57 a.m.
Circulated to the Commission: Mon., Mar. 14, 1994 4:00 p.m.
Deadline for vote: Thurs., Mar. 17, 1994 4:00 p.m.

bjr

9704318515

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MARCH 25, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mary Wong
c/o Gary C. Crossen, Esq.
Foley, Hoag & Eliot
One Post Office Square
Boston, MA 02109

RE: Deposition of Mary Wong
In Connection With MUR 3585

Dear Mr. Crossen:

The Federal Election Commission has the statutory duty and authority to enforce the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26 of the United States Code. Pursuant to this authority, the Commission has issued the attached subpoena to your client, Mary Wong. The subpoena requires Ms. Wong to appear at the time and place indicated to give sworn testimony in connection with the above-referenced investigation. The Commission does not consider Ms. Wong to be a respondent in this matter, but rather a witness.

Because Ms. Wong will be deposed in connection with a Commission investigation, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That provision, inter alia, prohibits making public an investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. Please be advised that such consent has not been given in this case.

If you intend to represent Ms. Wong at her deposition, please notify us promptly. In addition, please provide us with the names and addresses of any other attorneys who will attend the deposition.

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Pursuant to 11 C.F.R. § 111.14, a witness summoned by the Commission shall be paid $40, plus mileage. Following the deposition, the Commission will send Ms. Wong a check for the witness fee and mileage.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

James S. Portnoy
Attorney

Enclosure

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
)

SUBPOENA

TO: Mary Wong
c/o Gary C. Crossen, Esq.
Foley, Hoag & Eliot
One Post Office Square
Boston, MA 02109

Pursuant to 2 U.S.C. § 437d(a)(3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby subpoenas you to appear for deposition with regard to MUR 3585. Notice is hereby given that the deposition is to be taken on April 8, 1994, in Room 328, 1003 J.W. McCormack Building, POCH, Boston, Massachusetts, beginning at 9 a.m. and continuing each day thereafter as necessary.

Further, pursuant to 2 U.S.C. § 437d(a)(3), you are hereby subpoenaed to produce the documents listed on this Subpoena. Legible copies which, where applicable, show both sides of the documents, may be substituted for originals. The documents must be submitted to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463. You may disregard this order to the extent that you have produced these documents. However, if

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you have other relevant documents within your possession, you are to produce these documents by April 1, 1994.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand in Washington, D.C., on this 24th day of March, 1994.

For the Commission,

Trevor Potter
Chairman

ATTEST:

Marjorie W. Emmons
Secretary to the Commission

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I. INSTRUCTIONS

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

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

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1991 to the present.

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

II. DEFINITIONS

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

"You" shall mean the person to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

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

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings,

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photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

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

III. REQUEST FOR PRODUCTION OF DOCUMENTS

You are required to produce the following documents by April 1, 1994:

1. All documents, including but not limited to -- correspondence, notes, memoranda, schedules, itineraries, briefing materials, employment contracts, resumes, invitations, guest lists, and fundraising solicitations -- received from, sent to, concerning or mentioning the following individuals created, received or sent in connection with the 1992 presidential election:

   Paul Tsongas
   Nicholas A. Rizzo, Jr.
   Denis Kanin
   David Goldman
   George Kokinos
   Carla Maria Degnan
   Beth Cataldo
   James T. Lichoulas
   Lawrence Ansin
   William Berg
   Peter B. Caloyeras
   Thomas Kelley
   Elkin McCallum
   Anastasios Kalogianis
   Michael A. Spinelli
   Roger Trudeau

2. All campaign procedure documents used by The Tsongas Committee ("the Committee"), including but not limited to, instructions on the processing of contributions to the Committee, expenditures by the Committee, Committee reimbursement policies, and explanations of federal campaign finance law. Identify who you knew had received these documents during the campaign.

3. Any calendar, appointment book or other schedule you maintained in relation to your work for the Committee.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MARCH 31, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Nicholas A. Rizzo
Federal Medical Center
2110 Center St., East
Rochester, MN 55903

RE: MUR 3585

Dear Mr. Rizzo:

Please find enclosed copies of the designation of counsel form and procedures form that were originally mailed to you as an attachment to the Federal Election Commission's letter dated February 8, 1994, finding reason to believe you violated provisions of the Federal Election Campaign Act. It is my understanding that you did not retain copies of these documents for your records.

The designation of counsel form should be mailed back to our Office, if you intend to be so represented by counsel in matters before the Federal Election Commission. Otherwise, we will continue to correspond directly with you.

Please note that our Office has faxed a copy of the cooperation agreement signed on March 10, 1994, between you and the Commission to Vincent Manzi, per your request.

If you have any further questions, please contact me at (202) 219-3690, or (800) 424-9530. If you have problems contacting us, due to your circumscribed list of phone numbers, please have Ms. Lee Ann Tufte in the Federal Medical Center's legal office, contact us.

Sincerely,

Jane J. Whang
Attorney

Attachments

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OGC 773

FOLEY, HOAG & ELIOT
ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
TELEPHONE: (617) 482-1390
CABLE ADDRESS "FOLEYHOAG"
TELECOPIER (617) 482-7347
TELEX 940699

IN WASHINGTON, D.C.
1615 L STREET, N.W.
SUITE 850
WASHINGTON, D.C. 20036
TELEPHONE (202) 775-0650

GARY C. CROSSEN

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March 29, 1994

James S. Portnoy, Esq.
Office of General Counsel
Federal Election Commission
Washington, DC 20463

Re: Deposition of Mary Wong in Connection with MUR 3585

Dear Mr. Portnoy:

I have received the Federal Election Commission's subpoena to Mary Wong sent to my attention and your accompanying cover letter dated March 25, 1994. I wish to inform you that counsel for the Tsongas Committee will accompany Ms. Wong, on behalf of the Committee, at her deposition. Either myself or my colleague, Gregory T. Moffatt will attend that deposition. No other attorney is expected to attend on behalf of Ms. Wong individually.

With respect to the Request for Production of Documents attached to the subpoena, we have been in touch with Ms. Wong and she had informed us that she does not have documents responsive to the three categories listed therein.

If I may be of further assistance with respect to these matters, please feel free to contact me or Greg Moffatt.

Sincerely yours,

Gary C. Crossen

GCC/lmb

cc: Tsongas Committee
Mary Wong

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FOLEY, HOAG & ELIOT
ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
TELEPHONE: (617) 482-1390
CABLE ADDRESS "FOLEYHOAG"
TELECOPIER (617) 482-7347
TELEX 940683

IN WASHINGTON, D.C.
1615 L STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 775-0600

GREGORY T. MOFFATT

94 APR -7 PM 3:30
RECEIVED
FEDERAL ELECTION COMMISSION

April 2, 1994

Confidential

By Telefacsimile
Original to Follow

James S. Portnoy, Esquire
Federal Election Commission
Office of the General Counsel
Washington, DC 20463

Re: Review of Deposition Transcripts: MUR 3585

Dear Jim:

I am writing pursuant to our recent telephone conversations. I request that the Federal Election Commission ("FEC") grant a brief extension of time to my clients, Senator Paul E. Tsongas and Dennis R. Kanin, and to Tsongas Committee Treasurer S. George Kokinos and Tsongas Committee Business Manager David Goldman, for review of the transcripts made of their depositions before members of your office in connection with the above-referenced Matter Under Review.

As you are aware, our offices have recently engaged in discussions with regard to the most efficient method of conducting the reviews of those transcripts. On March 31, 1994, you informed me that the FEC required such reviews to be made at the offices of Apex Reporting, which provided reporting services for the depositions. While our discussions were under way, no review of the transcripts was made.

In order to schedule the necessary reviews, I request that you grant an extension of time from April 7 (with respect to Sen. Tsongas, and Messrs. Kokinos and Goldman) and April 9 (with respect to Mr. Kanin) until April 20, 1994. This extension is of no more than nine working days' duration, and in any event will not work prejudice to the FEC's investigation of the Matter Under Review.

I appreciate your consideration of this request. Please

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contact me at your earliest convenience to inform me of your office's position with respect to this request.

Very truly yours,

Gregory T. Moffatt

cc: Gary C. Crossen, Esquire

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 5, 1994

By Facsimile
Original To Follow

Gregory T. Moffatt
Foley, Hoag & Eliot
One Post Office Square
Boston, MA 02109

RE: MUR 3585

Dear Mr. Moffatt:

This is in response to your letter dated April 2, 1994, which we received on April 4, 1994, requesting an extension until April 20, 1994 for Messrs. Goldman, Kanin, Kokinos and Tsongas to review and sign the transcripts of their recent depositions. After considering the circumstances presented in your letter, the Office of the General Counsel has granted the requested extension. Accordingly, your clients should review and sign their deposition transcripts by the close of business on April 20, 1994.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

James S. Portnoy
Attorney

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FOLEY, HOAG & ELIOT
ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
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TELEX 940683

IN WASHINGTON, D.C.
1615 L STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 775-0600

GREGORY T. MOFFATT

RECEIVED
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COMMISSION
ADMINISTRATIVE DIVISION
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May 6, 1994

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James S. Portnoy, Esquire
Federal Election Commission
Office of the General Counsel
Washington, DC 20463

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
MAY 11 2 36 PM '94

Re: Review of Deposition Transcripts: MUR 3585

Dear Mr. Portnoy:

I am writing pursuant to our telephone conversation of this date. In our conversation, I informed you that, on behalf of the Tsongas Committee, I will shortly be filing a Supplemental Submission of the Tsongas Committee relevant to issues pertaining to the above-referenced Matter Under Review. I would appreciate the kind consideration of you and your colleagues in the Office of General Counsel in reviewing that submission prior to making any recommendation you may make to your supervisors and/or the Commission.

Thank you for your attention to this matter.

Very truly yours,

Gregory T. Moffatt

cc: Lawrence M. Noble, Esq., F.E.C. General Counsel
Delanie Dewitt Painter, Esq.
Gary C. Crossen, Esq.
The Tsongas Committee

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FOLEY, HOAG & ELIOT
ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109
TELEPHONE: (617) 482-1390
CABLE ADDRESS "FOLEYHOAG"
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TELEX 940693

1615 L STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 223-0600

GREGORY T. MOFFATT

RECEIVED
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Jun 16 9 59 AM '94

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OFFICE OF GENERAL
COUNSEL
Jun 16 12 15 PM '94

June 15, 1994

Confidential
By Federal Express

James S. Portnoy, Esquire
Federal Election Commission
Office of the General Counsel
999 E. St., NW
Washington, DC 20463

Re: Review of Deposition Transcripts: MUR 3585

Dear Mr. Portnoy:

Enclosed please find the Supplemental Submission of the Tsongas Committee. If you have any questions, please feel free to contact me.

Very truly yours,

Gregory T. Moffatt

Enclosure

cc: Hon. Paul E. Tsongas
Dennis R. Kanin, Esq.
The Tsongas Committee
Gary C. Crossen, Esq.
Carolyn Utrecht, Esq.

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BEFORE THE FEDERAL ELECTION COMMISSION

. . . . . .

IN THE MATTER OF MUR 3585

. . . . . .

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

Jun 16 12 15 PM '94

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SUPPLEMENTAL SUBMISSION OF THE TSONGAS COMMITTEE

This supplemental submission of the Tsongas Committee, Inc. (the "Committee") in the above-captioned Matter Under Review ("MUR") by the Federal Election Commission (the "F.E.C."), is filed pursuant to 2 U.S.C. § 437g(a)(3) and 11 C.F.R. §§ 111.6 and 111.9. The submission addresses issues relevant to the MUR connected to actions of Nicholas A. Rizzo ("Rizzo") which, among other actions, resulted in his guilty plea and conviction in a case captioned United States v. Nicholas A. Rizzo, Crim. No. 93-10056-T (D. Mass.)[1]. Further, the submission supplements the deposition testimony of Hon. Paul E. Tsongas ("Tsongas"), Dennis R. Kanin ("Kanin"), S. George Kokinos ("Kokinos"), David Goldman ("Goldman") and Mary Wong ("Wong") before attorneys of the F.E.C.[2] The Committee has endeavored, through its voluntary

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[1] A copy of the transcript from Rizzo's Change of Plea and Disposition Hearing in the criminal case was attached to that prior filing as Exhibit B.

[2] The facts regarding the above-referenced depositions as set forth in this Supplemental Submission are based on information available to the Committee through the presence of one or more of its undersigned attorneys at each of the referenced depositions. Due to the confidential nature of this proceeding, the Committee has not been able to obtain copies of the deposition transcripts, making specific citations to the transcripts impossible at this time.

production of documents and through its prior submission of February 18, 1994, to give the F.E.C. a comprehensive understanding of the facts relevant to the MUR. This Supplemental Submission will focus only on those aspects of the MUR which, in the Committee's view, bear further explication.

I. Summary

There is no credible evidence that either Tsongas or Kanin solicited, accepted, knew of, or thanked any person for making any impermissible loan purported to be for the benefit of the Committee or otherwise for Tsongas's campaign effort. No credible evidence suggests that either of them solicited a loan from Lawrence Ansin, although the Committee recognizes that Rizzo had discussed the possibility of Ansin supplying funds for the publication of Tsongas's campaign manifesto during the period when the campaign was first taking shape. Rizzo told Kanin that the Committee could obtain funds from Ansin in excess of $1,000 for the purpose of "testing the waters," and assured Kanin that he had been in contact with personnel at the F.E.C. who had agreed that such a use of funds was permissible. No one associated with the campaign approved of Ansin making a loan to the Committee, and in fact, the Committee never received the proceeds of any such loan and the Committee believes that publication of the book was not funded by the loan proceeds. Further, Kanin did not solicit any loan to the Committee from Roger Trudeau, although he was present at a lunch with Rizzo and Trudeau where Trudeau inquired whether it would be permissible

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for him to make a loan. Although Kanin was told by Rizzo that such a loan would be permissible as a "soft money" expense, Kanin reviewed the matter independently and told Rizzo that such a course of action was not permissible, and thereafter understood that Rizzo did not go forward with any such transaction. Again, the Committee never received the proceeds of any such loan. Finally, Tsongas was in no way involved in the solicitation of a loan from Anastasios Kalogianis, never discussed the possibility of Kalogianis making a loan at a September 1991 picnic or at any other time, and never thanked Kalogianis for any loan purportedly made to the Committee. In fact, the circumstances of the supposed solicitation are so improbable as to be completely incredible. As with the other loans, the Committee never received the proceeds of any such loan.

II. Information Pertaining To Paul E. Tsongas And Dennis R. Kanin

To the extent already not brought forth in the Committee's prior submission, the documents provided by the Committee, and deposition testimony, the Committee wishes to focus the F.E.C.'s attention on facts pertaining to former United States Senator Paul E. Tsongas and to the Committee's Campaign Manager, Dennis R. Kanin.

Tsongas has been a member in good standing of the Bar of the Commonwealth of Massachusetts since 1968, and has never been the subject of any proceeding questioning his service as an attorney. He served as an Assistant Attorney General for the Commonwealth of Massachusetts during 1969 and 1970. After five years' service

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in local government, Tsongas was elected to the United States House of Representatives in 1974, was reelected to that office in 1976, and was elected to the United States Senate in 1978, where he served one term. Tsongas has never been a party to any criminal litigation, and prior to the present MUR, had never previously been a respondent in any inquiry by the F.E.C. or by any state agency with respect to any political campaign.

Kanin has been a member in good standing of the Bar of the Commonwealth of Massachusetts since 1971, a member in good standing of the Bar of the District of Columbia since 1978, and has never been the subject of any proceeding questioning his service as an attorney. Also, Kanin has never been a party to any civil or criminal litigation, and prior to the present MUR, had never previously been a respondent in any inquiry by the F.E.C. or by any state agency with respect to any political campaign.

The Committee wishes again to direct the F.E.C.'s attention to the fact that it was Kanin who initially confronted Rizzo about the existence of the account which Rizzo, wholly without authorization, opened in the Committee's name in March 1991, (the "undisclosed Andover account"). Despite Rizzo's facially plausible explanation for the account when Kanin discovered it and confronted him in January 1992, Kanin began an internal investigation into the nature of the account at one of the busiest points of Tsongas's presidential campaign. Subsequently, it was Kanin who made the determination to disclose to the F.E.C.

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information the Committee had uncovered with respect to Rizzo's activities involving the undisclosed Andover account.

Later, when the Office of the United States Attorney for the District of Massachusetts began its criminal investigation, Kanin and Tsongas determined that the Committee would fully cooperate with the prosecutors, and through undersigned counsel, voluntarily made available to the Office of the United States Attorney, the Federal Bureau of Investigation and the Internal Revenue Service, all relevant Committee records. The Committee also coordinated government interviews with relevant Committee personnel. Similarly, Kanin and Tsongas have directed the Committee, through undersigned counsel, to fully cooperate with the F.E.C.'s investigation with respect to the MUR, and have directed the Committee to voluntarily disclose documents in the possession and control of the Committee which were responsive to subpoenas served upon Tsongas and several individual Committee staff members.

With respect to the activities of Beth Cataldo which led to her termination as a member of the Committee staff, Kanin took immediate action in investigating the matter and fired Ms. Cataldo within hours of the incident's occurrence. Kanin further directed campaign staff member Dennis Newman to return to James Lichoulas the money orders Cataldo had distributed and to explain to Mr. Lichoulas that the campaign would not accept those money orders.

Finally, following the thorough criminal investigation

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conducted by the Office of the United States Attorney's Office, the F.B.I. and the I.R.S. which led to Rizzo pleading guilty to twenty-six counts of mail fraud, money laundering, Federal Election Campaign Act ("FECA") violations and false statements, the prosecutors indisputably credited Tsongas and Kanin's recollection of relevant events. See Submission of February 18, 1994, Exhibit B, at 11-28, 40-44.

II. Rizzo's Solicitation Of Loans

A. Rizzo's Prior Election Work With Tsongas And Others

As described elsewhere, Rizzo had acted as a fundraiser for Tsongas since 1974, when he served as one of the fundraisers for Tsongas's first campaign for election to the U.S. House of Representatives. Rizzo served as the principal fundraiser for Tsongas's 1976 reelection campaign as well as Tsongas's successful 1978 campaign for the United States Senate. Rizzo was also preparing to serve in the same capacity for Tsongas's 1984 reelection campaign and had raised initial funds for that effort when Tsongas announced that, as a result of his having developed cancer, he would not seek reelection.

During this time, Tsongas developed a deep level of trust in Rizzo and his ability to properly and successfully raise funds for Tsongas's political campaigns. This trust was shared by Kanin, who served as Tsongas's principal aide and, during campaigns, as his campaign manager.

As a result of his experience with Tsongas and other candidates for federal office, including the Presidency, Rizzo

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had become familiar with the provisions of the FECA and regulations promulgated pursuant thereto, and, upon the Committee's information and belief, had developed a number of contacts with F.E.C.'s staff members. As Kanin pointed out in his deposition testimony, Rizzo held himself out to the Committee as having developed those contacts and as having called upon those contacts from time to time to seek advice as to the proper procedures for campaigns with which he had been associated.

B. Tsongas's Decision to Explore A Run For The Presidency

During the latter half of February or the first week of March, 1991, Tsongas reached an initial decision to consider campaigning for the Democratic Party's nomination for the 1992 presidential election. Tsongas and Kanin discussed such a campaign and hoped to duplicate the tripartite structure of the Senate campaign, with Rizzo as chief fundraiser. They approached Rizzo at his home to ask him to serve in this role and Rizzo accepted.

C. Rizzo's Use Of The Undisclosed Account At Andover Savings Bank

On or about March 11, 1991, the Committee opened a checking account for the Tsongas Committee at BayBank Middlesex in Andover, Massachusetts. At approximately the same time, however, on March 8, 1991, unbeknownst to Tsongas, Kanin or anyone else associated with the nascent campaign effort, Rizzo opened a separate bank account, the so-called "undisclosed Andover account," at the Andover Savings Bank, also in Andover, Massachusetts. Rizzo opened the undisclosed Andover account

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using his social security number and making himself the sole signatory to the account. He initially deposited $2,000 in the account, in the form of two contribution checks diverted from the campaign.

1. Rizzo's Solicitation And Diversion of the Ansin Loan

As discussed in the depositions of Kanin, Tsongas, Wong and Goldman, the Committee recognizes that during the very first days of the embryonic campaign effort, Rizzo discussed with Kanin the possibility of obtaining funds from Lawrence Ansin ("Ansin"), a successful Massachusetts businessman and friend of Tsongas's, for the purpose of "testing the waters," specifically, for the purpose of printing copies of Tsongas's campaign manifesto, A Call to Economic Arms. Kanin asked Rizzo if such a transaction would be permissible under federal law. Rizzo told Kanin that he had been in contact with an F.E.C. staff member named Pat Shepard, and that Shepard told Rizzo that such a transaction was permissible under the FECA and relevant regulations. The Committee submits that there was no reason for Kanin to doubt Rizzo's assertion that the F.E.C. had approved the transaction, given his awareness of Rizzo's past dealings with the F.E.C. and Rizzo's substantial past experience in federal campaigns.

The Committee points out that at no point did Kanin solicit a loan from Ansin. Based on his conversation with Rizzo, Kanin understood that the funds Rizzo had described were to be used to pay for an initial printing of A Call To Economic Arms. In fact, Rizzo solicited $100,000 from Ansin in the form of a personal

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check dated March 10, 1991 drawn on Ansin's account at Fleet Bank in Providence, Rhode Island. The records from the undisclosed Andover account demonstrate that Rizzo deposited the check into the undisclosed Andover account on March 11, 1991, momentarily bringing the total amount in the account to $102,000. On the same day, however, Rizzo wrote a check to himself in the amount of $75,000, which he deposited into his personal bank account. On March 12, 1991, Rizzo wrote a second check, this time to Rizzo's business, Benco Marketing and Consulting, Inc. ("Benco"), in the amount of $25,500.[3] Thus, the funds from the Ansin loan were completely removed from the account as of March 12, 1991. This supports the Committee's view, also shared by the federal grand jury and the Office of the United States Attorney, that "Mr. Rizzo spent the [Ansin loan] money on his personal expenses. None of it went to the publishing, copying or distribution of 'A Call to Economic Arms.'" See Submission of February 18, 1994, Exhibit B at 14-15.

Unlike the federal prosecuting authorities, the Committee has never had access to Rizzo's personal check records or those maintained for Benco. Based on the evidence available to it, however, the Committee cannot find evidence that the Ansin loan was in fact used by Rizzo to pay for costs associated with the printing and distribution of copies of A Call to Economic Arms.

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[3] A complete overview of the activity in the undisclosed Andover account was provided by the Committee in the worksheet compiled by Committee Treasurer S. George Kokinos. See TCF 1001136-1001142.

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2. Rizzo's Solicitation And Diversion of the Trudeau Loans

a. The August 1991 Lunch

As discussed in the prior submission of the Committee and in the depositions of Kanin and Tsongas, Rizzo sought and received loans from Roger Trudeau ("Trudeau"), a friend of Tsongas from political campaigns and the President and controlling shareholder of Bedford Control Systems, Inc. in North Billerica, Massachusetts.[4] As with the loan Rizzo solicited from Ansin, the Committee points out that at no time did Kanin solicit a loan from Trudeau.

On or about August 5, 1991, Trudeau received a call from Rizzo. Rizzo asked Trudeau if he would come to a meeting with Rizzo and Kanin regarding something that Trudeau could do for the campaign. Rizzo called Trudeau on the morning of the scheduled meeting (August 6 or 7, 1991), and asked Trudeau to meet him and Kanin at noon that day at the Hotel Meridien in Boston. Trudeau arrived first to the hotel, and was followed shortly thereafter by Rizzo. Prior to the arrival of Kanin, Rizzo told Trudeau that the Committee was very short of funds and that if it did not have a quick infusion of money, it would have to fold up. Rizzo stated that the Committee's long-term fundraising prospects looked good. Rizzo told Trudeau that the campaign needed an immediate infusion of $60,000. Trudeau then apparently asked how

[4] Goldman testified that Rizzo had at one point asked him for the name of a person who could raise a significant amount of money for the campaign. Goldman suggested Trudeau, who he understood to be a successful businessman in the computer field.

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such a transaction could be handled with the F.E.C. and Rizzo stated that the campaign had reimbursed him for expenses. Rizzo told Trudeau that he was in a position to reverse the bills to the campaign for his expenses if Trudeau paid the $60,000 to Rizzo. Trudeau apparently asked if he could involve two or three other people in order to collect that amount. Rizzo stated that he wanted the matter held in strict confidence and that others could not be involved.

Kanin testified that he arrived late for the lunch.[5] In Kanin's conversation with Trudeau fourteen months later, where Trudeau for the first time mentioned to Kanin that loans had been made to Rizzo, Trudeau volunteered that Kanin came late to the lunch and may have missed the Rizzo-Trudeau exchange about the first loan. See Affidavit of Dennis R. Kanin, attached hereto and incorporated herein as Exhibit A at ¶ 11. At the lunch, Kanin remembers that the conversation largely consisted of "small talk", and that the substance of loan arrangements between Rizzo and Trudeau had apparently already been discussed. At some point while Kanin was present, Trudeau's willingness to make a loan came up briefly and Trudeau asked Kanin, "Is this okay?" Kanin believes that the details or circumstances of the loan were not

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[5] In response to an issue of apparent concern to the F.E.C., the Committee notes that Goldman's testimony clearly established that he, Goldman did not participate in the lunch. See also Respondent Roger Trudeau's Response to Subpoena to Produce Documents and Order to Submit Written Answers (May 13, 1993), which lacks any such allegation. The Committee is unaware of any evidence in the record which would tend to indicate that Goldman attended the lunch with Rizzo, Trudeau and Kanin.

discussed while he was present, but responded that if Rizzo had checked it out and said that it was okay, it was okay. Kanin said this because he had been assured by Rizzo for years of his close and ongoing consultations with F.E.C. staff and his in-depth knowledge of F.E.C. regulations, and because Rizzo had assured him before the meeting that the permissible purpose of the anticipated Trudeau loan was "soft money" expenditures authorized by the F.E.C. for polling, research, and related activities.

At the end of the lunch, however, Kanin returned to his office and asked Wong if it was permissible for an individual to make a loan to the Committee for "soft money" expenditures. Wong testified that Kanin had asked her about "soft money" contributions, and she informed him that soft money was only available to national committees, not to individual candidates' campaigns, and further told Kanin that soft money was only available during the general election in order to promote party-wide support. David Goldman recalled being present when Kanin asked Wong about soft money contributions. Goldman further corroborated Wong and Kanin's recollection of the conversation, and testified that he independently confirmed that fact with personnel at the F.E.C.

When Kanin learned that a "soft money" loan could not be made to the Committee, he called Rizzo and told him the loan was not permissible. Rizzo told Kanin that the practice "used to be" permissible. Kanin understood that although Rizzo had thought

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the practice was permissible prior to Kanin's call, Rizzo understood otherwise as a result of the call and would not go through with soliciting a "soft money" loan from Trudeau. Thus, to whatever degree Kanin had been a party to the conversation, he clearly indicated to Rizzo that on further examination, he had determined that the loan was not permissible and reasonably believed that Rizzo would abandon the solicitation. The Committee is unaware of any specific allegation contrary to Kanin's corroborated version of events.

Moreover, as a matter of common sense, the Committee submits that if Kanin understood that in August 1991, a loan had actually been solicited from Trudeau, he would have been interested in having the funds received by the Committee. In fact, there is no record of such funds being turned over to the Committee by either Rizzo or Trudeau, and no record of Kanin inquiring from anyone as to the whereabouts of the funds. It surpasses understanding to think that Kanin would have actively participated in soliciting a substantial loan and then, at a time when the Committee was running on an extremely tight budget, manifest blithe disinterest with respect to what became of the funds.

In fact, Rizzo went forward and obtained a loan from Trudeau. Trudeau obtained $40,000 from personal funds and borrowed an additional $20,000 from his company. Rizzo called Trudeau on or about August 7, 1991 to pick up the loan proceeds. Rizzo told Trudeau to make out the check to Benco, Inc. Trudeau gave Rizzo two checks, one for $40,000, representing personal

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funds, and one for $20,000, representing the funds transferred from the account of Bedford Control Systems, Inc. to Trudeau's personal account. Both checks were drawn on Trudeau's personal checking account at BayBank Middlesex, account number The check for $40,000 was check number 1056, and the check for $20,000 was check number 1057. Rizzo deposited the checks into his Benco account and spent the money on personal and business expenses.

b. The September 1991 Solicitation

On or about September 8, 1991, Rizzo returned to Bedford Control Systems, Inc. to pick up contribution checks Trudeau had solicited totalling about $2,000. While they were meeting, Rizzo told Trudeau that the campaign was virtually out of funds, and asked Trudeau if he could lend more money, offering to accept whatever funds Trudeau could get. Rizzo said that this loan would be repaid at the same time as the $60,000 Trudeau had previously loaned Benco. Eventually Trudeau put together a second loan of $20,000. He provided Rizzo a check for $12,000 dated September 10, 1991 drawn on his personal checking account, check No. 1077. Trudeau provided Rizzo with a second check in the amount of $8,000, dated September 9, 1991 and drawn on Trudeau's account at Fidelity Investments. Trudeau again made the checks out to Benco, Inc. Rizzo deposited the checks into his business account and spent the money on personal and business expenses.

The Committee's position with respect to Rizzo's undisclosed

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and unauthorized use of the Trudeau loans was shared by the Office of the United States Attorney, which stated at Rizzo's sentencing hearing:

> All of that money, $80,000 that Rizzo had Trudeau write over to Benco, the name of Rizzo's consulting company, was spent by Rizzo, again, on his own personal expenses and the expenses of the business that he owned solely, Benco Consulting.

Submission of February 18, 1994, Exhibit B at 20.

Trudeau has stated that he has no knowledge that Tsongas knew of either loan, and no knowledge that Dennis Kanin knew of the second loan. Trudeau was apparently unaware of the fact that Kanin had told Rizzo that the first loan would not be proper. After making persistent requests to Rizzo to repay the loans, Rizzo ultimately repaid Trudeau $15,000. The remaining $65,000 has not been repaid. See Respondent, Roger Trudeau's, Response to Subpoena to Produce Documents and Order to Submit Written Answers (May 13, 1993) at 8.

c. Inconsistencies In Trudeau's Version of Relevant Events

In substance, the F.E.C. stated in its preliminary factual and legal analysis with respect to Kanin that it had reason to believe that he knew about a loan made by Trudeau upon the solicitation of Rizzo. Factual and Legal Analysis ("F.E.C. Preliminary Analysis") (Kanin) at 1. As it has previously pointed out in its prior submission, the Committee states that the information apparently provided by Trudeau to the F.E.C. stands in marked contrast to information he provided to Committee counsel during an interview conducted on December 11, 1992.

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Without waiving any privilege the Committee may assert with respect to notes or memoranda produced as a result of that interview, the Committee wishes to reiterate several distinctions between statements made by Trudeau during that interview, Trudeau's responses to an F.E.C. subpoena, see Respondent, Roger Trudeau's, Response to Subpoena to Produce Documents and Order to Submit Written Answers (May 13, 1993), and the allegations made by the F.E.C. in the F.E.C. Preliminary Analysis (Kanin).

As an initial matter, the preliminary allegations in the F.E.C. Preliminary Analysis (Kanin) fail to disclose that Kanin arrived late for the lunch meeting between Trudeau, Rizzo and himself at the Hotel Meridien in Boston. Trudeau has acknowledged this. Exhibit A at ¶ 11. Second, the F.E.C.'s allegations state:

> They [Rizzo and Kanin] told Mr. Trudeau that the campaign urgently needed funds to pay back taxes and current payroll for Committee staff. Mr. Kanin and Mr. Rizzo solicited a short term loan for $60,000 from Mr. Trudeau.

F.E.C. Preliminary Analysis (Kanin) at 2. In fact, in neither Trudeau's interview with Committee counsel, or in his Responses to the F.E.C. subpoena has he ever said that Kanin made the statements attributed to him in the F.E.C.'s allegations. In his interview with Committee counsel, Trudeau stated that Kanin remained very quiet throughout the meeting and elsewhere described Kanin's participation in the conversation as "light." Trudeau's comments stand in stark contrast to the assertion of the F.E.C. which states: "It appears that Mr. Kanin was very

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involved in the meeting, and concurred and nodded his head throughout the meeting." F.E.C. Preliminary Analysis (Kanin) at 2. The Committee suggests that it is highly unlikely that a person would recall another person's nodding his head from a meeting which occurred twenty-one months earlier. The Committee further states its objection to F.E.C. counsel's repeated, although possibly non-deliberate, characterization during the depositions of the August loan from Trudeau as having been solicited by both Rizzo and Kanin.

In his responses to the F.E.C. subpoena, Trudeau stated that he "specifically inquired as to whether such a loan would be lawful pursuant to the F.E.C. regulations. Mr. Rizzo indicated that the loan would not be problem [sic] with the F.E.C. and would not violate any of the rules promulgated by the F.E.C.." Respondent, Roger Trudeau's, Response to Subpoena to Produce Documents and Order to Submit Written Answers (May 13, 1993) at 6. In his interview with Committee counsel however, Trudeau stated that he never asked whether the loan was illegal, but only how they would "handle" the matter with the F.E.C.. Trudeau further specifically stated that Rizzo did not say that the loan would comply with the F.E.C. laws. In fact, Trudeau then stated to Committee counsel, "I'm a big boy. I knew what we were doing was not totally correct."

Even Trudeau's sworn response to the F.E.C. subpoena contains internal contradictions. In response to Question No. 3, Trudeau indicated that Rizzo detailed the legality of Trudeau

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making a loan to the campaign, and did not claim that Kanin said anything on this topic. However, in response to Question No. 7, Trudeau stated that he "was specifically advised by Mr. Rizzo . . . and Attorney Kanin that the loans to Benco, Inc. and the proposed [sic] and was in accordance with all F.E.C. regulations."

There are other facts that call Trudeau's version into question and that support the conclusion that Kanin took several steps to insure that the Committee's relationship with Trudeau was in all respects appropriate from the standpoint of the FECA. From August 7, 1991, when the Meridien lunch meeting took place, until mid-October, 1992, Trudeau and Kanin had numerous meetings and telephone conversations concerning the campaign. In one such telephone conversation that occurred in the Spring of 1992, Kanin told Trudeau that he could not discuss Trudeau's "Tcitizens for Tsongas" efforts with him because to do so might mean violating F.E.C. regulations.[6] At other times, Kanin and Trudeau discussed campaign and post-convention activities. Never during the fourteen month period following the Meridien luncheon did Trudeau mention to Kanin either the loan or his difficulty in getting

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[6] The Committee has recently found a letter from Kanin to Trudeau dated April 6, 1992 which confirms the substance of Kanin's communication with Trudeau about the Tcitizens for Tsongas. The letter had been misfiled and was thus not produced in the Committee's previous voluntary submissions. A copy of the letter is attached hereto and incorporated herein as Exhibit B.

Rizzo to repay the loan.[7]

Only when a story about Rizzo's activities appeared in The Boston Globe did Trudeau call Kanin and tell him that the loan had been made and that since he was having trouble getting Rizzo to pay back the loan, he wanted the Committee to do so.[8] Kanin told Trudeau that he didn't know the loan had been made, that Rizzo had told him before the lunch that the money would go to a soft money account authorized by the F.E.C. to be spent for polling, research and related activities, that Kanin had learned that the campaign could not accept soft money, had so informed Rizzo, and believed no loan had been forthcoming. At that time, Trudeau told Kanin that Rizzo had asked him to make the loan to Benco and then Trudeau said to Kanin that Kanin had come to the lunch late and may have missed that part of the discussion. See Exhibit A at ¶ 11. In his submission to the F.E.C., Trudeau

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[7] In fact, even a month before the lunch at the Meridien, Kanin had taken steps to insure that the Committee's relationship with Trudeau was fully in conformity with the requirements of the FECA and applicable regulations. At one point in July 1991, Kanin learned that Trudeau had provided the Committee with campaign buttons without the authorization of the Committee. During a contemporaneous telephone conversation, Kanin informed Trudeau that in order to comply with F.E.C. regulations, the Committee would have to reimburse Trudeau for the campaign buttons. The Committee has previously submitted a copy of the reimbursement check to Trudeau, dated July 15, 1991 in the amount of $1,579.00. The photocopy of the check is identified as document No. TCF-1001601. It is implausible that Kanin should have been so concerned with immediately reimbursing Trudeau for less than $1600.00 for the unauthorized buttons, but would shortly thereafter have been content to permit the Committee to accept an impermissible loan from Trudeau for $60,000.

[8] As noted above, by that point, Rizzo had only repaid $15,000 on the total principal amount of $80,000 Trudeau had loaned Benco.

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acknowledged that Kanin arrived late to the lunch. See Respondent, Roger Trudeau's, Response to Subpoena to Produce Documents and Order to Submit Written Answers (May 13, 1993) at 5.

Further, Rizzo never mentioned the loans by Trudeau, either when he was confronted by members of the Committee and counsel in June 1992, or when he was confronted by Tsongas and Kanin in his office in July 1992. Rizzo's silence with respect to the Trudeau loans on these occasions is particularly significant. By June 1992, the investigation Kanin had initiated clearly showed the possibility of criminal wrongdoing by Rizzo. During both sessions in front of other persons associated with the campaign, Rizzo never raised the one issue which could have deflected sole responsibility from him by implicating Kanin. The Committee submits that the reason for this is that Rizzo knew, based on Kanin's telephone conversation with him following the August 1991 lunch, that Kanin had told him that a "soft money" loan was impermissible and that Kanin was thus not implicated in soliciting a loan from Trudeau.

Trudeau's credibility is seriously drawn into question by the contradictions between his statements in his written response to the F.E.C. and his interview with Committee counsel five months earlier. As previously noted in the Committee's prior submission, Trudeau's responses to the F.E.C., given subsequent to Rizzo's indictment on federal criminal charges, raise the likelihood that his answers were designed to maximize the chance

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of recovering some or all of the money he loaned to Rizzo through Benco from either Kanin or the Committee.

Moreover, Kanin barely knew Trudeau prior to the August 1991 lunch at the Hotel Meridien. See Exhibit A at ¶ 3. The Committee submits that Kanin simply did not have the kind of relationship with Trudeau that would explain why Kanin would put himself in a position to accept a loan from Trudeau knowing that loan to be impermissible. In fact, Kanin's testimony, which the Committee believes to be uncontroverted, indicates that as soon as he learned from Wong that soft money expenditures could not be made by the Committee, Kanin immediately called Rizzo and so informed him, and believed that the loan from Trudeau would not be made.

There is a final point which lends still more support to Kanin's recollection of events. First, after Kanin attended the August 1991 meeting with Trudeau, Rizzo never brought him to any other meeting at which he solicited loans purported to be for the Tsongas Committee. If Kanin had known about and supported Rizzo's ultimate solicitation with respect to the August 1991 proposal to Trudeau, there was no reason for Rizzo to cut him off from future solicitations. The fact that no subsequent lender alleged any participation by Kanin supports the inference that Kanin thought he had stopped the first Trudeau loan, and the related inference that Rizzo knew that Kanin would not have tolerated such activity had he known about it.

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3. Rizzo's Solicitation And Diversion of the Kalogianis Loans

Rizzo also sought and received loans from Anastasios (a/k/a Arthur) Kalogianis ("Kalogianis"), a family friend of Tsongas and the owner of Olympic Construction Company. Kalogianis provided Rizzo with a series of checks payable to the Committee as follows: $10,000 on September 10, 1991; $15,000 on September 25, 1991; $24,000 on October 2, 1991; $35,000 on December 5, 1991; and $65,000 on December 6, 1991. Rizzo deposited each of those checks into the undisclosed Andover account and spent the proceeds on his personal expenses. After the Committee learned of the existence of the undisclosed Andover account, Rizzo sought yet one more loan, receiving $100,000 from Kalogianis with the understanding that the loan would be for twenty-four hours only. Rizzo induced Kalogianis to make the check payable to Rizzo. Rizzo deposited the money into his personal account and spent it on personal expenses. In total, Rizzo received $249,000 in loans from Kalogianis.

The F.E.C. has stated that it has reason to believe that Tsongas solicited a $49,000 loan from Kalogianis. F.E.C. Preliminary Analysis (Tsongas) at 2. During his testimony, Tsongas unequivocally stated that he never solicited, knew about, or acknowledged a loan from Kalogianis purportedly for the benefit of the Committee. As the circumstances of the event at which the solicitation was supposedly made demonstrate, any evidence suggesting that Tsongas did solicit, know of, or acknowledge such a loan is simply not credible.

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Tsongas acknowledged in his deposition that he and Rizzo saw Kalogianis at a church picnic on September 8, 1991. In the F.E.C. Preliminary Analysis, the F.E.C. took the position that while there, Rizzo told Kalogianis that the Committee needed money, and that Kalogianis agreed to make a $1,000 contribution and a loan of $49,000. The F.E.C. Preliminary Analysis indicates that Tsongas was present for this conversation and thanked Kalogianis for the loan. Id.

As he pointed out in his deposition, Tsongas attended the church picnic at the request of Rizzo. Kokinos testified that he was working at the picnic that afternoon and observed Tsongas throughout his brief stay. Tsongas arrived late in the afternoon and was immediately surrounded by a crowd of well-wishers. Tsongas and Kokinos each testified that Kalogianis was among the crowd and that he walked with Tsongas throughout the picnic grounds. When Tsongas was seated for a brief period to have a plate of food, Kalogianis sat next to him. Kokinos observed that during the time the two men sat together, people continually approached Tsongas to say hello and wish him well. At the insistence of Kalogianis, Tsongas made brief remarks to the attendees and departed immediately thereafter. Kokinos estimated that Tsongas was at the picnic grounds for less than thirty minutes. Given the situation, where Tsongas was constantly surrounded by well-wishers, it is highly improbable that Tsongas could or would have taken the opportunity to solicit a loan from Kalogianis.

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Tsongas has flatly denied involvement in soliciting any loan from Kalogianis, including but not limited to his brief conversation with Kalogianis at the September 1991 picnic. Further, as pointed out in the Committee's prior submission, Kalogianis's answers to F.E.C. questions posed by way of a subpoena never implicated Tsongas in the solicitation of the loan. See, Response of Anastasios Kalogianis to Subpoena Issued by Federal Election Committee [sic], October 25, 1992 at 2-3.[9]

The F.E.C. Preliminary Analysis (Tsongas) further alleges that Tsongas was aware of the total of $249,000 Kalogianis made in loans in the form of checks payable either to Rizzo or to the Committee. The F.E.C. Preliminary Analysis further alleges that Tsongas repeatedly thanked Kalogianis, informed him that without his help, the campaign would not be successful, dedicated his New Hampshire victory to Kalogianis, and wrote a letter dated December 24, 1991 thanking Kalogianis.

While Tsongas and others acknowledged that Tsongas may well have expressed thanks and appreciation to Kalogianis at some point, any such comments were not in reference to loans made by Kalogianis at the behest of Rizzo. Tsongas did not write the December 24, 1991 letter, and identified the signature purporting to be his as a forgery. Both Wong and Goldman testified that the letter was atypical in a number of respects, including its

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[9] It is also worth noting that the October 1992 response of Kalogianis clearly denominates each of the loans solicited by Rizzo, and none is a loan for $49,000. See Response of Anastasios Kalogianis to Subpoena Issued by Federal Election Committee [sic], October 25, 1992 at 1.

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typographical errors, its unusual format, the letterhead employed and its inclusion of a press clipping. Moreover, as previously pointed out, the Office of the United States Attorney has taken the position that the letter was written by Rizzo. See Submission of February 18, 1994, Exhibit B, at 18.

Kalogianis's written responses to the F.E.C. of which the Committee is aware do not implicate Tsongas as the F.E.C. now alleges. Any subsequent answers of Kalogianis to the contrary must be viewed with extreme suspicion, and Kalogianis's credibility would be severely challenged if he were to testify in any proceeding contrary to his earlier statements filed under the pains and penalties of perjury.

Kalogianis's initial answers were supplied to the F.E.C. well before Rizzo was first indicted. Following the public disclosure of the investigation into Rizzo's activities by the Office of the United States Attorney, and particularly following Rizzo's indictment, media coverage of the investigation indicated that Rizzo was in dire financial straits as he faced the expected criminal trial. Insofar as Kalogianis may recently have altered his answers from those provided to the F.E.C. in October 1992, it appears that he may have been motivated to seek whatever opportunity best afforded him the chance to recover some or all of the money he lost to Rizzo. Certainly, following Rizzo's indictment, Tsongas and the Committee presented more attractive targets for recovery than a man facing serious criminal charges and reported to be virtually broke.

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The Committee also notes the following for the FEC's consideration. Shortly before Rizzo's indictment, Kalogianis threatened to file a law suit against the Committee, Tsongas and Rizzo in order to win a recovery. In fact, a meeting was held on February 3, 1993 between Kalogianis, his counsel Mark B. Johnson, Esq., and counsel for the Committee to discuss the threatened law suit. The meeting took place at Johnson's office. During the meeting, Kalogianis expressed to Committee counsel that he was fed up with the games that Rizzo had played with him and intended to get his money back from any available source. Kalogianis stated that he had no interest in avoiding going to court and would do anything necessary to recover the $249,000. He alluded to the possibility of creating an embarrassing situation for Tsongas by going public with his claims and said he no longer cared whether such a course would embarrass Tsongas. Despite repeated invitations from Committee counsel to set forth any specific facts which might support a claim that Tsongas or anyone affiliated with the Committee aside from Rizzo knew of Rizzo's solicitation of loans from Kalogianis, Kalogianis declined to provide any such information.

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IIII. Conclusion

In providing this supplemental submission, the Committee has endeavored to further clarify for the F.E.C. facts relevant to the Matter Under Review to the extent they are known to the Committee and its personnel. The Committee hopes that this review of the relevant facts and law make clear that Kanin, along

with Tsongas, was principally responsible for having Rizzo's activities investigated and, when wrongdoing was uncovered, for having those activities reported to the F.E.C., for cooperating with the federal prosecutors and agents who conducted the criminal investigation, and for the Committee's thorough cooperation with the F.E.C. and its counsel. Neither Tsongas nor Kanin knew about or took part in Rizzo's scheme to defraud, and in fact, Tsongas, the Committee and its staff were among Rizzo's principal victims. Those conclusions have been reached by the grand jury which investigated Rizzo, the United States Attorney's Office which prosecuted him, and the United States District Court, which accepted his guilty plea. The Committee submits that upon a thorough investigation of this matter, the F.E.C. will reach the very same conclusion.

Respectfully submitted,

THE TSONGAS COMMITTEE,
By their attorneys,

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Dated: June 15, 1994

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A

BEFORE THE FEDERAL ELECTION COMMISSION

IN THE MATTER OF MUR 3585

AFFIDAVIT OF DENNIS R. KANIN, ESQ.

1. My name is Dennis R. Kanin. I reside at 65 Stuart Road, Newton, Massachusetts. My Social Security Number is

2. I was the Campaign Manager of Paul Tsongas's 1991-1992 campaign for the Democratic Party's nomination for the Office of President of the United States.

3. In the context of the Tsongas campaign for the Presidency, I had occasion to speak with Roger Trudeau, a campaign volunteer from Northeastern Massachusetts. I understood Mr. Trudeau to be a loyal political supporter of Senator Tsongas, although personally, having had very infrequent contact with him, I hardly knew him at all.

4. Mr. Trudeau called me on a number of occasions with suggestions for the operation of the campaign. I took or returned several of his calls, and met with him briefly on occasion where he would raise the same types of concerns. I understood him to be well-intentioned, but thought that he often demonstrated a lack of knowledge and experience with respect to effective campaign practices.

5. In July 1991, I learned that the Committee had acquired

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campaign buttons bearing the words "Tcitizens for Tsongas." I do not favor the use of campaign buttons as a campaign technique, and I asked Committee personnel where the buttons had come from.

6. I was informed that the buttons had been produced by Mr. Trudeau without authorization from the Committee. I thereafter called Mr. Trudeau, explained to him that it was not permissible for the Committee to accept such an in-kind contribution, and told him that the Committee would have to reimburse him for the buttons. I thereafter directed that the Committee send Mr. Trudeau a check in the amount of $1,579.00. I understand that the Committee has furnished the F.E.C. with a photocopy of that check which bears the identifying number TCF-1001601.

7. As I have previously testified before attorneys for the F.E.C., I attended a lunch with Mr. Trudeau and Nicholas Rizzo in August 1991 at the Hotel Le Meridien in Boston, Massachusetts. Mr. Rizzo had previously informed me that he was going to speak with Mr. Trudeau about the possibility of making available funds for "soft money" expenditures. I was not familiar with soft money expenditures, and did not question Mr. Rizzo about them prior to the lunch beyond asking what purposes they could be used for. Mr. Rizzo told me at that time that they could be used for polling, research and related activities. Polling and research were not priority items for the campaign at that time. On the other hand, I did not want to discourage Mr. Rizzo from a legitimate fund-raising effort, which I assumed this (and all his

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efforts) to be.

8. As I previously testified, I arrived late for the lunch, by which time Messrs. Rizzo and Trudeau had apparently discussed Mr. Rizzo's idea to have Mr. Trudeau make a loan to the Committee for soft money expenditures. They did not discuss the circumstances or the details of a loan in my presence. I was somewhat distracted by other campaign business, and did not participate to a great extent in the conversation.

9. I recall Mr. Trudeau asking me at one point during the lunch, "Is this okay?," in reference to the proposed loan. At the time, I told him that if Mr. Rizzo had checked it out and said that it was okay, it was okay.

10. After the lunch I inquired about the permissibility of soft money and learned that the Committee could not accept soft money, and that soft money is not available during the primary phase of a federal campaign. I called Mr. Rizzo and told him that. Based on our conversation, it was my understanding that Mr. Rizzo would not go forward with soliciting a loan from Mr. Trudeau.

11. When Mr. Trudeau called me in or about October 1992 to discuss his attempts to have the loans he made to Mr. Rizzo repaid, I told him that I understood that he had not made any loan. He informed me of what had happened, and attempted to recall for me certain details of the conversation. The details as related by Mr. Trudeau were not at all familiar to me and I told him so. He then acknowledged that I had arrived late to the

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lunch and that I might have missed the details of his conversation with Mr. Rizzo concerning the proposed loan. At no time did Mr. Trudeau suggest that I had been an active participant in the conversation at the Hotel Le Meridien, or that I had been actively involved in soliciting a loan from him.

Signed under the pains and penalties of perjury, this 15th day of June, 1994.

Dennis R. Kanin

Dennis R. Kanin

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B

The Tsongas Committee
Office:
2 Oliver Street
Boston, MA 02109
(617) 422-0100

Mailing Address:
Post Office Box 4504
Boston, MA 02101-4504

April 6, 1992

Mr. Roger Trudeau
255 North Road, Unit 126
Chelmsford, MA 01824

Dear Roger:

It has come to my attention today that you may have used the Lowell campaign office to pursue activities on behalf of independent committees. We have informed you that the Lowell office is not to be used for any purposes other than winding down the campaign or providing information to Tsongas delegates. Any other use is unauthorized and must cease immediately.

We appreciate all the support you gave during the campaign but cannot be in contact with you as long as you are engaged in independent committee activities. Thanks for cooperating.

Sincerely,

Dennis

Dennis R. Kanin
Campaign Manager

DRK/dar

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DEMOCRAT FOR PRESIDENT
Tsongas

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Jan 6 9 22 AM '94

BEFORE THE FEDERAL ELECTION COMMISSION

SENSITIVE

In the Matter of)
Nicholas A. Rizzo, et al.) MUR 3585
)

GENERAL COUNSEL'S REPORT

On January 21, 1994, the Commission found reason to believe that Nicholas A. Rizzo knowingly and willfully violated 2 U.S.C. §§ 432(b)(1) and (3); 2 U.S.C. § 432(a); 2 U.S.C. § 432(h); 2 U.S.C. § 441a(a)(1)(A) and 11 C.F.R. §§ 110.9(a) and 116.5(b); 2 U.S.C. § 441a(f); and 2 U.S.C. § 441b and 11 C.F.R. § 114.2(c). The Commission also found reason to believe that Thomas D. Kelley, Jr., Michael Spinelli, Peter B. Caloyeras, Elkin McCallum, Anastasios Kalogianis, Roger Trudeau, and William Berg violated 2 U.S.C. § 441a(a)(1)(A) by making contributions in the form of loans to the Tsongas for President Committee ("the Committee") in excess of their individual contribution limitations.[1/] The Commission further found reason to believe that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Nicholas A. Rizzo, but intending it to benefit the Committee. In addition, the Commission found reason to believe that

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1/ The Commission declined, at that time, to enter into conciliation with Anastasios Kalogianis, Michael Spinelli, Thomas D. Kelley, Jr., Elkin McCallum, Peter B. Caloyeras, Roger Trudeau, and William Berg prior to a finding of probable cause to believe.

Senator Paul E. Tsongas and Dennis Kanin knowingly accepted contributions in the form of loans in excess of the individual contribution limitations in violation of 2 U.S.C. § 441a(f).

Moreover, the Commission authorized this Office to conduct depositions of a number of individuals related to the Committee and the loan transactions. This Office has now completed discovery in this matter. In the course of the investigation, this Office deposed eleven individuals: Senator Paul E. Tsongas; Dennis Kanin; Nicholas Rizzo; David Goldman; Mary Wong; George Kokinos; Steven Joncas; Roger Trudeau; Anastasios Kalogianis; Michael Spinelli; and Elkin McCallum.[2/] In addition, we have obtained voluminous documents from the witnesses and the Committee responsive to the Commission's subpoenas, as well as written responses to the Commission's interrogatories and reason to believe findings.

The information revealed through our investigation is sufficient to move forward with this case. We are preparing a report for the Commission's consideration containing our legal analysis and recommendations, and expect this report to be completed within 60 days. In addition, since this matter

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2/ It was necessary to speak with Mr. Goldman and Mr. McCallum twice. Mr. McCallum pleaded the Fifth Amendment during his initial deposition, but responded to all questions during the second meeting after he negotiated an agreement with the Department of Justice. It was necessary to obtain additional testimony from Mr. Goldman to clarify questions raised by Mr. Rizzo's testimony.

is inextricably linked to the audit of the Committee, we have forwarded copies of deposition transcripts and other documentation to the Audit Division and are preparing a summary of the facts uncovered by the investigation for use by the Audit Division. This summary will be forwarded to the Audit Division within 30 days.

7/5/94
Date

Lawrence M. Noble
General Counsel

Staff Assigned: Delanie DeWitt Painter

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BEFORE THE FEDERAL ELECTION COMMISSION

Nov 10 4 15 PM '94

In the Matter of)
Nicholas A. Rizzo, et al.) MUR 3585
)

SENSITIVE

GENERAL COUNSEL'S REPORT

I. INTRODUCTION

On January 21, 1994, the Commission found reason to believe that Nicholas A. Rizzo knowingly and willfully violated 2 U.S.C. §§ 432(b)(1) and (3); 2 U.S.C. § 432(a); 2 U.S.C. § 432(h); 2 U.S.C. § 441a(a)(1)(A) and 11 C.F.R. §§ 110.9(a) and 116.5(b); 2 U.S.C. § 441a(f); and 2 U.S.C. § 441b and 11 C.F.R. § 114.2(c). The Commission also found reason to believe that Thomas D. Kelley, Jr., Michael Spinelli, Peter B. Caloyeras, Elkin McCallum, Anastasios Kalogianis, Roger Trudeau, and William Berg violated 2 U.S.C. § 441a(a)(1)(A) by making contributions in the form of loans to the Tsongas for President Committee ("the Committee") in excess of their individual contribution limitations.

The Commission further found reason to believe that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Nicholas A. Rizzo, but intending it to benefit the Committee. In addition, the Commission found reason to believe that Senator Paul E. Tsongas and Dennis Kanin knowingly accepted contributions in the form of loans in excess of the individual contribution limitations in violation of 2 U.S.C. § 441a(f). Finally, the Commission declined, pending completion of the investigation, to

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enter into conciliation with Anastasios Kalogianis, Michael Spinelli, Thomas D. Kelley, Jr., Elkin McCallum, Peter B. Caloyeras, Roger Trudeau, and William Berg prior to a finding of probable cause to believe.[1/]

This Office has completed discovery in this matter.[2/] In the course of the investigation, this Office deposed eleven individuals,[3/] including seven Committee officials: Senator Paul E. Tsongas, the candidate; Dennis Kanin, the campaign manager;[4/]

1/ The Commission originally found reason to believe against all of the respondents except Tsongas and Kanin on April 12, 1993. The Commission also found reason to believe against Lawrence Ansin on that date, but subsequently took no further action against him. On January 21, 1994, the Commission revoted its previous findings in this case following the decision in FEC v. NRA Political Victory Fund, 6 F.3d 821 (D.C. Cir. 1993), cert. granted, 114 S. Ct. 2703 (1994). The Commission made additional findings against Tsongas and Kanin on the same date.

2/ The facts relevant to apparent violations of the Act are set forth in this report. For your information, we have attached a memorandum from this Office to the Audit Division dated July 20, 1994, which recounts the facts revealed by our investigation in more detail. Attachment 1. In addition to the apparent violations discussed in this report, the facts raise repayment implications which will be handled in the audit and repayment processes.

3/ Relevant portions of the depositions and other documents are attached. For clarity, citations to depositions and individual responses in this report are indicated by the last name of the individual, the attachment number, and the attachment page number.

4/ Kanin is a close friend of the candidate, and has been involved in Tsongas' political career since 1974. Kanin, 2 at 2; Tsongas, 3 at 10. Tsongas and Kanin are partners in the law firm Foley, Hoag & Eliot, which represented the Committee, Kanin, and Tsongas in the depositions. Tsongas, 3 at 10. Kanin made decisions in all aspects of the campaign including supervising the Boston office and the field operation, personnel matters such as hiring and firing, and authorizing certain expenditures. Kanin, 2 at 4-5; Kokinos, 4 at 15; Tsongas, 3 at 11.

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Nicholas Rizzo, the chief fundraiser; David Goldman, the business manager;[5] Mary Wong, co-head of the finance office;[6] George Kokinos, the treasurer; and Steven Joncas, a volunteer who worked with Rizzo; and four lenders: Roger Trudeau; Anastasios Kalogianis; Michael Spinelli; and Elkin McCallum. In addition, we have obtained voluminous documents from the witnesses and the Committee responsive to the Commission's subpoenas, as well as written responses to the Commission's interrogatories and reason to believe findings. Moreover, although the Committee is not yet a respondent in this matter, counsel for the Committee submitted two responses on February 18, 1994 and June 15, 1994. Attachment 7.

We note that this is an unusual, if not unique case involving high-ranking officials of a publicly-financed presidential campaign. The information revealed by our investigation provides sufficient evidence to support reason to believe findings against the Tsongas for President Committee, Inc., and George Kokinos as treasurer. We note that the facts in this case are distinguishable from the Commission's prior cases involving commingling or embezzlement of funds. We recommend reason to believe findings against the Committee at this time. The apparent violations by the Committee are

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5/ Goldman, a long-time associate of Tsongas, worked in the finance office and was responsible for expenditures. Goldman, 5 at 2, 4-8; Kanin, 2 at 27.

6/ Wong worked with Goldman in the finance office and was in charge of processing contributions, matching fund submissions and disclosure reports. Wong, 6 at 2, 17; Goldman, 5 at 9-10, 30-31; Kanin, 2 at 28.

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inextricably linked with the violations by its agent, Rizzo. Our legal analysis of the Committee's violations follows.

We also recommend in this report that the Commission take no further action against Tsongas and Kanin. Our investigation revealed contradictory evidence concerning whether Tsongas and Kanin were involved in soliciting excessive contributions in the form of loans. It should also be noted that we are not making any additional recommendations concerning Rizzo in this report, but plan to proceed to the next stage of the enforcement process with regard to him. Finally, we recommend that the Commission enter into pre-probable cause to believe conciliation at this time with the seven individual lenders.

II. FACTUAL BACKGROUND

A. COMMITTEE ORGANIZATION AND RIZZO'S ROLE

Rizzo was one of the three most powerful people in the Tsongas campaign.[7/] Kokinos, 4 at 18; Goldman, 5 at 21-23. He was associated with the Committee from its inception in March, 1991 until June, 1992. As in Tsongas' prior campaigns, the Committee had a tripartite organizational structure described as a "troika relationship": the candidate made policy and issue decisions; Kanin supervised campaign personnel and the field

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7/ Rizzo was paid for his fundraising and recordkeeping services, the use of his Andover office space, materials and staff through monthly payments of $5,000 to his company, Benco, Inc., and reimbursements of expenditures. Kanin, 2 at 36. Rizzo, 8 at 25-27. The fact that Rizzo was paid as a consultant rather than as salaried staff does not affect our analysis of this matter.

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organization; and Rizzo was in charge of fundraising. Tsongas, 3 at 2, 3-4, 18-19; Trudeau, 9 at 23-24.

Rizzo was "not just [Tsongas'] fund raiser, but almost like an older brother" who had been involved in Tsongas' political career since 1974.[8/] Tsongas, 3 at 14. Rizzo "had always been very closely identified with the Tsongas campaigns . . . a lot of people probably perceived of Mr. Rizzo being in a position of authority when it came to the campaign, and being able to speak for the candidate, if you will, represent the candidate." Joncas, 11 at 4.

Rizzo had authority to solicit contributions, make expenditures, and conduct financial transactions on behalf of the Committee. The evidence reveals that Rizzo functioned as the Committee's principal fundraiser. Several Committee documents identify Rizzo as the "National Finance Committee Chairman." Attachment 10. The candidate, Committee staff, and Rizzo himself perceived Rizzo to be the chief fundraiser and finance chairman for the campaign. Rizzo, 8 at 2; Goldman, 5 at 22, 32; Tsongas, 3 at 16-17; Joncas, 11 at 2. Rizzo had authority to solicit, receive and process contributions, and had control over fundraising events. Tsongas, 3 at 4, 6, 19-20; Joncas, 11 at 32. Rizzo operated with a great deal of independence. His fundraising operation was not controlled by

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8/ Rizzo was involved in Tsongas' Senate campaigns and also worked for other campaigns, including congressional candidates, the Mondale and Carter presidential campaigns, and the Democratic National Committee. Tsongas, 3 at 15; Goldman, 5 at 34.

the Boston office and the record does not indicate that Rizzo's fundraising events were subject to the approval of anyone else in the Committee.[9/] Rizzo, 8 at 23. Rizzo also had authority to draft and sign thank you letters for the candidate. Id. at 15-17.

In addition to fundraising, Rizzo had broad authority over most aspects of the Committee's financial activity. Rizzo, 8 at 3-5, 11-12, 15-17; Goldman, 5 at 21. Rizzo and Kokinos opened the Committee's operating account at Bay Bank, and Rizzo participated in negotiating the Committee's loan from Bay Bank, collateralized with anticipated matching funds, in December, 1991. Kokinos, 4 at 7-12; Kanin, 2 at 24. Early in the campaign, Rizzo controlled the Bay Bank checkbook and all Committee expenditures. Kanin, 2 at 5, 23; Kokinos, 4 at 17. The Boston office staff would review disbursement forms, decide what was acceptable, authorize an amount for the expenditure and send the forms to Rizzo in Andover. Rizzo would direct Carla Degnan, a signatory on the Bay Bank account, to write the checks and send them back to the Boston office or mail them out to

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9/ Even after Beth Cataldo became Finance Director in the Boston office in July, 1991 and began to organize some fundraising efforts, Rizzo continued to raise funds. Rizzo, 8 at 20-22; Goldman, 5 at 27. Kanin hired Cataldo to supplement Rizzo's efforts and to "be in charge of the kinds of fund raising that I didn't think Nick did." Kanin, 2 at 6-7, 30-31. Thus, there were "two separate fundraising operations going on." Goldman, 5 at 6.

vendors.[10] Kanin, 2 at 5, 8; Kokinos, 4 at 12-14; Goldman, 5 at 71-72. Moreover, early in the campaign, the Committee's records, finances, contribution processing and reporting functions were controlled by Rizzo and an accounting firm. Kokinos, 4 at 2-4; Kanin, 2 at 6; Rizzo, 8 at 13-14. Contributions were received at a Committee post office box in Andover, and Rizzo processed and deposited the checks.[11]

Committee officials stated that no one supervised Rizzo. Tsongas, 3 at 19; Goldman, 5 at 35; Rizzo, 8 at 3; Kokinos, 4 at 18. Rizzo and Kanin "had separate domains and they respected each other's expertise in those domains." Tsongas, 3 at 28. The Committee also permitted Rizzo to work from his office in Andover, rather than from the Committee's main campaign office in Boston. Rizzo, 8 at 24; Tsongas, 3 at 6-9; Kokinos, 4 at 5; Goldman, 5 at 23.[12] Neither Kanin nor Tsongas exercised significant control over Rizzo's actions. Kanin, 2 at 33; Rizzo, 8 at 3, 17-19; Tsongas, 3 at 21.

B. ANDOVER ACCOUNT

Rizzo opened an account at the Andover Bank (the "Andover account") in the name of the Committee in March, 1991. When

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10/ Rizzo hired Degnan, his daughter, as his administrative assistant. Although she had signatory authority on the Committee's Bay Bank account, she did not have independent decision making authority. Kanin, 2 at 25-26; Kokinos, 4 at 16; Goldman, 5 at 25-26.

11/ At a later date, the Committee opened a post office box in Boston and stopped using the Andover address. Goldman, 5 at 40-41; Kokinos, 4 at 6.

12/ Rizzo even had his own staff in Andover, including Degnan and several others.

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Rizzo opened the Andover account, he had virtually unlimited authority over the Committee's finances. He was involved in opening the Committee's operating account at Bay Bank and controlled the checkbook for that account. Kokinos, 4 at 7-11; Kanin, 2 at 24.

Rizzo contends that he opened the Andover account as a Tsongas Committee exploratory account, not as his own personal account. Rizzo, 8 at 38-40. Rizzo used the legal address of the Committee for the account, and stated that he made no attempt to hide the account from the Committee.[13] Rizzo, 8 at 39. Kanin and Tsongas had discussed the possibility of opening an exploratory account with Rizzo in March, 1991.[14] Rizzo, 8 at 28; Kanin, 2 at 12; Tsongas, 3 at 23-27. While Kanin believes that "the decision was not to have an exploratory account" because "we were going to have a campaign account anyway," he could not "positively recall" if a firm decision against having an exploratory account was made. Kanin, 2 at 12.

Contribution checks made payable to the Committee were deposited into the Andover account and legitimate Committee expenses totaling $25,046 were paid from the Andover account.

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13/ The Committee's address at this point was the post office box in Andover, and it is not clear that any other Committee staff had access to the box. Rizzo stated that he used his own social security number to open the account because the Committee had not yet applied for a taxpayer identification number.

14/ Rizzo stated that Kanin asked him if the exploratory account could pay for publication of the candidate's position paper, "A Call to Economic Arms" (the "White Paper"), and he told Kanin that he believed that the exploratory committee could pay for the White Paper. Rizzo, 8 at 76, 81.

Most of the disbursements from the Andover account totaling $693,212 were paid to Rizzo or his creditors. The Andover account documentation reveals deposits totaling $514,000 related to large individual loans made payable to the Committee, and additional deposits of $29,314 in excessive contributions from 42 contributors. These contributions were either excessive on their face or excessive when aggregated with contributions to the Committee's other accounts. Moreover, 21 contributions totaling $3,571 deposited into the Andover account appear to be from prohibited corporate sources.

C. LOANS

Between March, 1991 and February, 1992, Rizzo solicited a total of $794,000 in loans from eight individuals to the Committee. This amount included $280,000 made payable to Rizzo himself or his company, but intended by the lenders to benefit the Committee. The remaining loans totaling $514,000 were made payable to the Committee and deposited into the Andover account. The first of these loans was solicited from Lawrence Ansin. Rizzo subsequently solicited loans from Roger Trudeau, Anastasios Kalogianis, Elkin McCallum, Peter Caloyeras, Michael Spinelli, Thomas Kelley, and William Berg. The amount of the individual loans ranged from $10,000 to $250,000. Several of the individuals gave Rizzo more than one loan check. Each of

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the lenders intended to benefit the Committee with the loans. The loan transactions are set forth in the following chart:

LENDER	APPROXIMATE DATE OF LOAN(S)	AMOUNT	MADE PAYABLE TO
Lawrence Ansin	3/10/91	$100,000	Committee
Roger Trudeau	8/8/91	$60,000	Benco, Inc.
	9/10/91	$20,000	Benco, Inc.
A. Kalogianis	9/9/91	$10,000	Committee
	9/25/91	$15,000	Committee
	10/3/91	$24,000	Committee
	12/4/91	$35,000	Committee
	12/6/91	$65,000	Committee
	1/27/92	$100,000	Rizzo
Elkin McCallum	8/13/91	$100,000	Committee
	10/21/91	$50,000	Committee
	2/10/92	$100,000	Rizzo
Peter Caloyeras	9/23/91	$10,000	Committee
Michael Spinelli	10/16/91	$20,000	Committee
Thomas Kelley	10/22/91	$25,000	Committee
William Berg	12/5/91	$60,000	Committee

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1. Ansin Loan

In March, 1991, Tsongas, Rizzo, Kanin, Lawrence Ansin, 15/ and Mrs. Tsongas met at the candidate's house and discussed kicking off the campaign and exploratory expenses. Rizzo, 8 at 29-30; Kanin, 2 at 14-15; Tsongas, 3 at 22-23. During the meeting, Ansin approached Rizzo in the kitchen and said that he would like to help the campaign. Rizzo, 8 at 31. Rizzo asked

15/ Ansin is now deceased, and the Commission determined to take no further action against him on June 2, 1993.

him for a $100,000 loan to the Committee, and Ansin agreed.[16] Rizzo, 8 at 31.

Rizzo stated that "I went out and I got Paul and I got Dennis to come back into the kitchen, and with Larry, and I told them both that Larry was going to lend us $100,000 to get us started. And Paul thanked him. Dennis thanked him." Rizzo, 8 at 31, 32. Kanin asked Rizzo if the money could be used to pay for the White Paper, and when Rizzo said that it could, responded, "'Oh great'." Id. Kanin testified that Rizzo told him that Ansin had agreed to "purchase the books," and that Ansin "was kind of embarrassed about the fact that he wasn't doing more, and he thought we should just say, thanks, Larry, for your help." Kanin, 2 at 15-16, 19.

Rizzo contends that both Tsongas and Kanin knew that the loan was for $100,000, that the check would be given to Rizzo, and that the check would be made out to the Committee. Rizzo, 8 at 31-32, 36, 55. Kanin admits that he was aware that Ansin's loan "would have to exceed one thousand dollars," but he did not admit that he knew that the loan was for $100,000. Kanin, 2 at 16-17, 18. Tsongas testified that he did not recall the discussion of the Ansin loan, Tsongas, 3 at 29-30, although in his FBI interview, Tsongas stated that he remembered a discussion about an exploratory account and a payment for a book, which he had written. Tsongas FBI, 12 at 4. In the

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16/ Rizzo picked up the $100,000 check made payable to the Tsongas Committee at Ansin's office several days later. Rizzo, 8 at 42. The loan was never repaid.

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summer or fall of 1992, Ansin told Joncas that he "lent Paul, the committee . . . the $100,000" in order to get Tsongas' "ideas out." Joncas, 11 at 7, 8. Some of the money from the Ansin loan may in fact have been used to pay for the printing of the White Paper and for a consultant.[17/] Rizzo, 8 at 33, 38.

Rizzo contends that Kanin and Tsongas should have been aware that Rizzo would open an exploratory account because of their involvement in the solicitation of the Ansin loan for exploratory expenses. Rizzo, 8 at 31-38; Kanin, 2 at 15-16. Rizzo opened the Andover account around the same time that Rizzo, Kanin, and Tsongas solicited the loan from Ansin. Rizzo, 8 at 31-38, 55. Tsongas and Kanin never asked Rizzo where he deposited the Ansin loan check. Rizzo, 8 at 34-35. Rizzo speculated that they knew that an account would be opened somewhere to deposit the loan check because the loan check was made payable to the Committee: "[they] didn't need a blackboard with a chart drawing to explain that if Larry Ansin is lending the campaign $100,000 there has to be an account for that 100,000 to go into." Rizzo, 8 at 134-136, 34-35, 41.

2. Trudeau Loans

Roger Trudeau made loans totaling $80,000 in the form of four checks made payable to Benco, Inc., but intended to benefit

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17/ Sullivan Brothers printers printed "A Call to Economic Arms," and Rizzo paid one Sullivan Brothers bill for $19,663 from the Andover Bank account, a second was paid from Rizzo's personal account and a third was paid on the Benco account.

the Committee, in August and September, 1991.[18] Trudeau, 9 at 56; Trudeau Response, 13 at 3. Rizzo repaid Trudeau $15,000, leaving an outstanding balance of $65,000. Trudeau Response, 13 at 4.

On August 6, 1991, Rizzo told Kanin that individuals could loan more than $1,000 for "soft money" expenses such as polling and asked if he knew anyone who could make this kind of contribution. Kanin, 2 at 38; Rizzo, 8 at 45-48. Rizzo then asked Goldman if he knew anyone with money, and Goldman mentioned Trudeau. Goldman, 5 at 51; Kanin, 2 at 38. Rizzo told Kanin that he was going to approach Trudeau about the loan at a lunch meeting at the Meridien Hotel and Kanin agreed to attend the meeting. Kanin, 2 at 39. Rizzo called Trudeau to arrange to meet "about something [he] could do for the campaign." Trudeau, 9 at 22, 26; Trudeau Response, 13 at 4; Rizzo, 8 at 44.

Trudeau arrived at the meeting first, Rizzo arrived several minutes later, and Kanin arrived 10-20 minutes thereafter. Trudeau, 9 at 27; Trudeau Response, 13 at 5-8; Rizzo, 8 at 46, 68. Rizzo told Trudeau that the campaign had temporary fundraising problems and urgently needed funds to pay back taxes and current payroll for Committee staff. Trudeau, 9 at 28-40;

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18/ Roger Trudeau is president of Bedford Computer Systems and a political "activist" and "very zealous supporter" of Tsongas who worked as a volunteer in the campaign and in organizing efforts by Tcitizens for Tsongas, a draft committee, after Tsongas suspended his campaign on March 19, 1992. Trudeau, 9 at 2, 3, 4, 5-13, 20; Kanin, 2 at 37; Rizzo, 8 at 88.

Trudeau Response, 13 at 5-8. Rizzo asked Trudeau for a short term loan of $60,000.[19] Trudeau, 9 at 29-40; Trudeau Response, 13 at 5-8. Kanin was aware that Trudeau was going to make a loan in excess of $1,000 to benefit the Committee, and admits that when Trudeau asked him if the loan was "okay" he responded, "if Nick's checked it out and it's okay, it's okay." Kanin, 2 at 41-42; Rizzo, 8 at 50. According to Trudeau, Kanin did "not object" to the proposed transaction "but rather nodded his head affirmatively." Trudeau Response, 13 at 6-7, Trudeau, 9 at 38. Trudeau said that he did not have sufficient money to make the loan and suggested instead that he try to solicit the funds from other individuals, but Rizzo rejected this proposal. Rizzo explained that confidentiality was crucial and said that he and Kanin had looked through a long list of potential lenders before choosing Trudeau. Trudeau, 9 at 29.

Trudeau relied on Rizzo and Kanin's assurance that the loan would benefit the Committee. Trudeau, 9 at 36, 40, 44, 55. He believed that Rizzo was in charge of the Committee's fundraising and was authorized to solicit the loans because Kanin, the

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19/ The evidence suggests that part of the discussion of the mechanics of the loan occurred before Kanin arrived. Kanin, 2 at 40; Trudeau, 9 at 27-28. At some point, Rizzo asked Trudeau to make his loan check payable to his consulting firm, Benco, rather than the Committee. Rizzo explained that the loan would benefit the Committee because Benco would "reverse" or "refund" money that the Committee had previously paid to the company. Trudeau, 9 at 30, 35, 37-38; Trudeau Response, 13 at 5-8; Rizzo, 8 at 49. The discussion of the payment to Benco probably occurred either before Kanin arrived or during a subsequent conversation between Rizzo and Trudeau. Trudeau, 9 at 29-30, 35-36; Kanin, 2 at 48.

campaign manager, was with him: "had Dennis not been at the table, there would have been no loan." Trudeau, 9 at 14-19, 57.

Kanin subsequently discovered that the loan was illegal and attempted to cancel the transaction. After the lunch, Kanin asked Wong "whether there was such a thing as a soft money expense for polling and research and related expenses that one could give . . . in excess of a thousand dollars." Kanin, 2 at 43; Wong, 6 at 3, 20-21; Goldman, 5 at 81. Wong advised Kanin that the Committee could not accept soft money because soft money is only permissible in general election campaigns, not for individual candidates in a primary election.[20] Wong, 6 at 3, 21; Goldman, 5 at 81-82; Kanin, 2 at 43. He called Rizzo, and told him that they could not take the loan.[21] Kanin, 2 at 44-45. Rizzo told him he would talk to Trudeau and "take care of it." Kanin, 2 at 44-45. Kanin believed that Rizzo would cancel the loan; however, he never subsequently discussed the loan with Rizzo or called Trudeau himself to cancel the loan.[22] Kanin, 2 at 45.

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20/ Kanin later stated that "the Roger Trudeau matter probably should have made me wonder about [Rizzo's] knowledge of the FEC regulations." Kanin, 2 at 35, 46-47.

21/ Rizzo asserts that he never discussed the loan with Kanin after the lunch meeting. Rizzo, 8 at 53.

22/ In November, 1992, when Trudeau became concerned that he would not be repaid, he called Kanin. Trudeau, 9 at 20-21, 52-54; Kanin, 2 at 48. Kanin initially told Trudeau that he did not remember this transaction and later told him that "'I now remember the meeting . . . but I think I recall that the next day I decided that it wouldn't fly with the FEC, and I told Nick to drop it.' [Trudeau] said, 'Well you didn't tell me to drop it.'" Trudeau, 9 at 53-54, 55.

Rizzo did not cancel the loan. Instead, he collected two loan checks totaling $60,000 from Trudeau on August 7 or 8, 1991. In addition, Rizzo solicited and received a second loan of $20,000 from Trudeau on September 10, 1991. Trudeau, 9 at 40-43, 46-51; Trudeau Response, 13 at 8; Rizzo, 8 at 85-87.

Although all of the loan checks were made payable to Benco, Inc., Trudeau understood that the Committee would benefit and would ensure that he was repaid. Trudeau, 9 at 45, 48. Rizzo testified that the loans were made to Benco, not the Committee, and that Trudeau's money never was passed on to the Committee because Rizzo "couldn't find a way" to refund the money to the campaign. Rizzo, 8 at 51-52, 69, 70-71. Rizzo's statement is contradicted by the testimony of Trudeau and Kanin, both of whom understood the transaction to be intended to benefit the Committee.

3. Kalogianis Loans

Between September, 1991 and January, 1992, Anastasios Kalogianis[23/] made loans intended to benefit the Committee totaling $249,000, given in the form of five checks made payable to the Committee and one check for $100,000 made payable to Rizzo. Kalogianis, 14 at 5; Kalogianis Response, 15 at 2. It appears that the loans were solicited by Rizzo. Kalogianis believed that Rizzo was the chief fundraiser for the Committee and the "key man" in the campaign. Kalogianis, 14 at 3, 20.

23/ Anastasios "Arthur" Kalogianis was a long-time friend of Tsongas who owns Olympic Construction Company. Tsongas, 3 at 31.

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Kalogianis claims that Tsongas was involved in soliciting his first loan to the Committee, and had knowledge of all the loans. Kalogianis, 14 at 2, 5-9, 11, 14, 20-21, 25-27, 36-39. According to Kalogianis, he met Tsongas and Rizzo at a picnic at St. Constantine's Greek Orthodox Church on September 8, 1991. Kalogianis, 14 at 2, 6-9. He testified that they sat together at a table and both Tsongas and Rizzo "expressed the need for money and that they were in great need for money, and their problem was money." Kalogianis, 14 at 7-9. Kalogianis agreed to give a $1,000 contribution to the campaign, and to loan $49,000 to the campaign over the course of a year. Kalogianis, 14 at 8-9. Kalogianis maintained that Tsongas was present throughout this conversation. Kalogianis, 14 at 5-9, 10, 11.

Kalogianis' testimony is contradicted by that of the other witnesses. Tsongas vehemently denies soliciting a loan from Kalogianis. Tsongas, 3 at 36-37. Tsongas remembered attending the picnic, but did not specifically recall the conversation with Kalogianis and Rizzo. He was certain that there was no discussion of a $49,000 loan to the campaign. Tsongas, 3 at 33-36. Tsongas stated: "I'm telling you it definitely did not happen because it could not have happened." Tsongas, 3 at 36-37, 31, 46, 47. Rizzo recalled that he spoke with Kalogianis at the picnic and Kalogianis offered to help the campaign, but stated that they did not discuss the loan or a large contribution from Kalogianis to the Committee. Rizzo, 8 at 58,

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63, 90. Rizzo believed that Tsongas was unaware of Kalogianis' loans. Rizzo, 8 at 60, 64.[24/]

The day after the picnic, Rizzo visited Kalogianis' office and solicited a contribution of $1,000 and the promise of a loan of $49,000 to the Committee. Kalogianis, 14 at 8; Rizzo, 8 at 89-91. Initially, Kalogianis gave Rizzo a $9,000 installment on the $49,000 loan, which Kalogianis planned to dole out over "a long period of time." Kalogianis, 14 at 8-9. However, Rizzo repeatedly visited Kalogianis' office over the next few weeks and secured a series of loan checks.[25/] Id. at 13-24; Rizzo, 8 at 96. Rizzo promised that the loans would be repaid in May, 1992 from matching funds. He personally guaranteed the loans, although he assured Kalogianis that the money would go to the Committee. Kalogianis, 14 at 10, 16, 20-21, 23; Rizzo, 8 at 92-94.

The last loan check, for $100,000, was made payable to Rizzo, but was intended to benefit the Committee. Kalogianis, 14 at 29-30; Rizzo, 8 at 95, 106-107. Rizzo told Kalogianis

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24/ Other evidence does not support Kalogianis' account. Tsongas attended the picnic for less than 30 minutes, during which time he ate, spoke with numerous people, and made a speech. Tsongas, 3 at 32-37; Kokinos, 4 at 24-25. George Kokinos, who was a volunteer cook at the picnic, saw the candidate speak with Kalogianis only "briefly." Kokinos, 4 at 23, 25. In addition, in a 1992 conversation concerning the loans, Kalogianis asked Kokinos whether Tsongas knew that Rizzo was "out doing these things," which contradicts his subsequent assertion that Tsongas solicited the loan. Kokinos, 4 at 22, 26; Kalogianis, 14 at 35.

25/ Rizzo testified that, in return for the loans, Kalogianis sought assistance on a "shopping list" of personal matters. Rizzo, 8 at 59, 61.

that he had written personal checks for campaign media in New Hampshire. Rizzo explained that he would receive a personal loan in two days, and needed a short term loan to cover the checks. Kalogianis, 14 at 30-31; Rizzo, 8 at 110. Although the check was made payable to him, Rizzo indicated that the loan would benefit the Committee. Rizzo, 8 at 108-109; Kalogianis, 14 at 32. Kalogianis intended each loan to benefit the Committee: "the one I was loaning money to was the Tsongas Committee." Kalogianis, 14 at 21, 17, 23.

Beginning in May, 1992, Kalogianis made vigorous efforts to obtain repayment, with no success.[26/] Although Kalogianis apparently had ample resources when he made the loans, he later became "desperate for funds." Rizzo, 8 at 97-103. Kalogianis eventually became so angry that he threatened to "kill" Rizzo and sue the Committee and Tsongas personally. Kalogianis, 14 at 12. Nonetheless, Kalogianis has not recovered any of the $250,000.

Kalogianis believes that Tsongas was aware of all of his loans because Tsongas thanked him, called him the "number one person in our campaign," and sat with him at campaign events to show his appreciation. Kalogianis, 14 at 4, 5, 21, 25-26, 36-37. Kalogianis produced a letter dated December 24, 1991, and signed "Paul Tsongas" which states, in part, "It could not have been possible to sustain ourselves to this point without

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26/ Rizzo sent Kalogianis three post-dated checks, but when the checks became due in the fall, Rizzo told Kalogianis that the money was not available. Kalogianis, 14 at 33-34; Rizzo, 8 at 112-113.

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your help. . . . If you and Nick [Rizzo] can get together and structure some additional financial assistance, then 'we'll be off to the races.'" Attachment 16; Kalogianis, 14 at 26-28.

Nevertheless, the weight of the evidence indicates that Tsongas was not aware of Kalogianis' loans. There is no evidence that Tsongas treated Kalogianis differently from other supporters. Tsongas, 3 at 38-39. Tsongas emphatically denied telling Kalogianis that he was the "number one" person in the campaign: "I acknowledge being desperate for money, but I was never that desperate for money." Tsongas, 3 at 39. Moreover, Tsongas denied that the signature on the letter was his and derided the text as "pathetic . . . it's not only illiterate, it's grammatically embarrassing." Tsongas, 3 at 40-41. Wong and Goldman confirmed that the letter was atypical of Committee thank you notes. Wong, 6 at 9; Goldman, 5 at 42.

4. McCallum Loans

Rizzo solicited several loans totaling $250,000 from Elkin McCallum, a businessman who had been involved in attempting to organize fundraising events in North Carolina for the Committee.[27] Steven Joncas introduced Rizzo to McCallum as the Chief Fundraiser for the Committee. McCallum Response, 17 at 3. McCallum was aware of Rizzo's position in the Committee, and had

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27/ McCallum is the President and CEO of Joan Fabrics, Inc., a textile company with 1,700 employees. As CEO, McCallum has been involved in borrowing money on behalf of the business. The promissory notes and other loan papers for these transactions were prepared by legal counsel, the banks and an accounting firm, and the transactions were reviewed by lawyers.

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met with Rizzo and the candidate to discuss the North Carolina fundraisers. McCallum, 18 at 3.

On August 12, 1991, Rizzo solicited the first $100,000 loan from McCallum as a short term loan until the Committee qualified for matching funds. McCallum, 18 at 2; McCallum FBI, 19 at 2. Rizzo advised McCallum that the loan was legal because the funds would be deposited in an "exploratory fund" that was separate from the regular campaign accounts, but that the money would be used "to continue paying campaign related expenses." Rizzo, 8 at 74; McCallum FBI, 19 at 2. McCallum quickly agreed to the loan. Rizzo, 8 at 72, 73-74.

McCallum insisted on a number of terms and conditions for the loan, but the transaction was not reviewed by his lawyer or accountant.[28/] McCallum insisted that the loan be kept confidential because he was "not a high profile guy," and did not want "to make a big deal" out of his loan. McCallum, 18 at 3-4; Rizzo, 8 at 75-76. Although Rizzo told McCallum that Tsongas and Kanin were aware of the loan, Rizzo testified that he did not, in fact, inform them of any of McCallum's loans. McCallum, 18 at 3; Rizzo, 8 at 54, 62, 77; Tsongas, 3 at 43. McCallum wrote a check payable to the Committee the following day, requested a note for the loan, and insisted that the loan

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28/ McCallum claims that he was concerned that the loan be legal because he was "very much aware" of the $1,000 individual contribution limit. McCallum, 18 at 3-5. He asserts that Rizzo told him a loan was not a contribution or subject to the contribution limit. McCallum FBI, 19 at 2; McCallum, 18 at 3-5. Rizzo did not confirm this assertion. Rizzo, 8 at 75-76.

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be repaid with interest for tax purposes. McCallum, 18 at 6; McCallum FBI, 19 at 2; Rizzo, 8 at 75.

On October 21, 1991, Rizzo solicited a second loan from McCallum for $50,000 for "exploratory funds." McCallum, 18 at 8-10; Rizzo, 8 at 77-82. McCallum wrote a check for this amount made payable to the Committee, and gave it to Rizzo. Rizzo, 8 at 81-82.

In early February, 1992, Rizzo telephoned McCallum and requested a third loan for $100,000 to pay for advertising for the New Hampshire primary. McCallum, 18 at 11-13; Rizzo, 8 at 83. Rizzo explained that McCallum could not contribute any more money to the exploratory account. McCallum, 18 at 12-13; Rizzo, 8 at 83-84. Instead, Rizzo proposed that McCallum write him a check for $100,000, which he could then transfer to the Tsongas campaign as his own funds. McCallum, 18 at 12-13, 16. McCallum "[a]bsolutely" intended the money to benefit the Tsongas campaign, not Rizzo personally.[29] McCallum, 18 at 15-16. McCallum told Rizzo to come to the office the following day and

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29/ Following the New Hampshire primary, Rizzo apparently attempted to solicit yet another loan, of $250,000, without success. McCallum, 18 at 17-18. The only difference between this loan and the previous transactions was that Rizzo told McCallum that he needed the money personally. McCallum, 18 at 17-18. Rizzo explained that there was an IRS audit of his profit sharing plan and pension fund, and that he needed money because he had borrowed from his company's profit sharing plan and loaned the money to the Tsongas campaign. McCallum, 18 at 20. McCallum declined to make the loan because he refused to become involved in Rizzo's potentially illegal business dealings. McCallum, 18 at 19-21. This loan request caused McCallum to have doubts about Rizzo, which were compounded when he called Rizzo several days later to inquire about the audit, and was told there was no problem. McCallum, 18 at 19-21.

pick up the check from the receptionist. Rizzo, 8 at 83. Although McCallum acknowledges that he viewed this procedure as a way to "avoid" spending limits, he resists the characterization that he was circumventing the law. McCallum, 18 at 14.

McCallum made substantial efforts to obtain repayments of the loans, but never recovered any of the $250,000. McCallum, 18 at 51. In March, 1992, McCallum asked his accountant to look into the propriety of the loans, and the accountant advised him that he could not ascertain how the loans could be legal. McCallum, 18 at 7, 22-23. McCallum and his accountant made numerous, unsuccessful efforts to contact Rizzo by mail and telephone to resolve the matter.[30/] McCallum, 18 at 22-51.

5. Caloyeras Loan

Rizzo solicited a $10,000 loan from Peter Caloyeras, a Southern California businessman who was Rizzo's friend and business associate, in September, 1991. Rizzo, 8 at 117. Caloyeras was aware that Rizzo was the Committee's National Finance Chairman. Caloyeras, 20 at 3.

While in Los Angeles for a meeting of the Democratic National Committee at the Biltmore Hotel, Rizzo met with Caloyeras and solicited a $10,000 loan to the campaign to pay

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30/ McCallum has instituted a law suit against the Andover Bank to recover his funds, contending that the Andover Bank did not follow proper procedures when Rizzo opened the Andover account.

for television spots.[31] Caloyeras, 20 at 3; Rizzo, 8 at 118. Rizzo told Caloyeras that the loan would be repaid with matching funds in February, 1992. Caloyeras, 20 at 3. Several days later, Caloyeras mailed Rizzo a check dated September 23, 1991 and made payable to the Committee. Id. Caloyeras intended the loan to benefit the Committee, and believed it was legal. Caloyeras, 20 at 3; Rizzo, 8 at 119. Caloyeras never received any repayment for the loan.

6. Spinelli Loan

Michael Spinelli made a $20,000 loan to the Committee, solicited by Rizzo.[32] Spinelli was aware of Rizzo's political relationship with Tsongas, believed that Rizzo was the chief fundraiser for the Tsongas campaign, and maintained a "very high" opinion of Rizzo, based upon numerous newspaper accounts describing Rizzo's relationship with Tsongas. Spinelli, 22 at 8, 9.

On October 11, 1991, Rizzo told Spinelli that the campaign had raised only $68,000 out of $100,000 that it needed for a television buy, and asked him to loan the campaign some or all of the $42,000 shortfall. Spinelli, 22 at 10-11. Rizzo also

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31/ Rizzo testified that he told Kanin that "I expect to get more than enough from" Caloyeras to pay for the Biltmore Hotel bill, which totaled nearly $7,000. Rizzo, 8 at 56-57. Kanin stated that Rizzo told him that money was coming in from Caloyeras, but the money never arrived. Kanin FBI, 21 at 12.

32/ Spinelli has known Tsongas for at least 30 years and supported the Tsongas presidential campaign. Spinelli, 22 at 2-4, 5. He purchased a $1,000 ticket to the announcement banquet and assisted with a fundraising event for Tsongas' birthday in February, 1992. Spinelli, 22 at 4, 6-7.

told Spinelli that the campaign would repay him when it received matching funds in January, 1992. Spinelli, 22 at 11. Finally, Rizzo urged Spinelli not to discuss their conversation with anyone because it might reveal weakness in Tsongas' campaign. Spinelli, 22 at 11. Spinelli agreed to consider the loan, but did not commit to it at that time. Spinelli, 22 at 11. Spinelli asked Rizzo if such a loan would be legal, and Rizzo assured him that it would be. Spinelli, 22 at 12-13.

In subsequent conversations, Rizzo assured Spinelli that the Committee would be the debtor, but that Rizzo also would guarantee the loan and provide his personal promissory note, and that the note would be paid on time, no later than the end of January, 1992. Spinelli, 22 at 14-15. Based on those representations, Spinelli agreed to make the loan. Spinelli, 22 at 17-18. Spinelli intended the loan to benefit the Committee and did not intend the loan to benefit Rizzo personally. Id. On October 16, 1991, Rizzo, picked up the loan check at Spinelli's office. Spinelli, 22 at 18. Rizzo repaid the full amount of the loan on December 6, 1991.

7. Kelley Loan

Rizzo solicited a $25,000 loan from Thomas Kelley. On October 22, 1991, Rizzo met with Steve Griswald in Portsmouth, New Hampshire and asked him to loan $25,000 to the Committee, which would be repaid when the Committee received matching funds in January, 1992. Rizzo, 8 at 65, 114. Griswald said "I'll get you $25,000," then made a telephone call. Rizzo, 8 at 65-66, 114. A few minutes later, Kelley, who worked for Griswald,

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entered the room. Rizzo, 8 at 65, 114. Griswald introduced Rizzo to Kelley and Rizzo solicited a short term interest free loan to finance the campaign until the Committee received matching funds. Kelley, 24 at 2-3. Rizzo told Kelley to make the check out to the Committee, and Kelley gave him a personal check for $25,000. Rizzo, 8 at 65-66, 114; Kelley 24 at 2-3.

Rizzo deposited the check in the Andover account, but did not tell anyone else from the Committee about the loan. Rizzo, 8 at 67, 115, 116-117. Rizzo ultimately provided Kelley with a personal note for the loan. Rizzo, 8 at 67, 115. The loan was not repaid, but Rizzo did provide Kelley with a post-dated check that Kelley could not negotiate because the account contained insufficient funds. Rizzo, 8 at 116; Kelley, 24 at 2-3.

8. Berg Loan

In December, 1991, Rizzo solicited a $60,000 loan to the Committee from William Berg, a long-time business associate, who had made loans to Rizzo in the past. Rizzo, 8 at 120; Berg, 25 at 4-5. Berg intended the loan to go to the Committee, and believed that the loan was to the Committee, although Rizzo personally guaranteed the loan. Berg, 25 at 4-7; Rizzo, 8 at 122. Rizzo told Berg that the Committee needed money for a media buy and solicited a $60,000 loan. Berg, 25 at 6. When Berg asked if the loan was legitimate, Rizzo responded that he was a "professional" who would never suggest something that "wasn't above board" that could "destroy Tsongas' campaign." Berg, 25 at 6. Berg relied on Rizzo because he understood him

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to be the Committee Finance Chairman, and a close political confidant of Tsongas. Berg, 25 at 6.

Berg agreed to make the loan, but insisted on a note assuring quick repayment. Berg, 25 at 6-7; Rizzo, 8 at 121. Berg gave Rizzo a check for $60,000, made out to the Committee, and Rizzo deposited it in the Andover account. Berg, 25 at 7; Rizzo, 8 at 122. Berg would not accept Rizzo's personal note. He insisted upon a note from the Committee, which Rizzo provided. Berg, 25 at 7; Rizzo, 8 at 121. Rizzo told no one else associated with the Committee about the loan. Rizzo, 8 at 123.

Shortly thereafter, in January or February, 1992, Berg called Rizzo and advised him that he needed his money back. Rizzo, 8 at 121; Berg, 25 at 7. Rizzo told Berg that he could not repay the entire loan, but that he could repay half, $30,000. Rizzo, 8 at 121; Berg, 25 at 7. Rizzo repaid Berg $30,000 and promised to repay the remaining $30,000 as quickly as possible. Rizzo, 8 at 121-123; Berg, 25 at 7. Berg called Rizzo many times to get his money back but never recovered the remaining amount. Berg, 25 at 7.

D. OTHER TRANSACTIONS

At the same time that Rizzo was using money intended for the Committee for his own personal expenses, he was also incurring and paying for Committee expenditures from his own funds. Rizzo sought reimbursement from the Committee for expenses totaling $82,634, which had been incurred between May,

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1991 and February, 1992.[33] As documentation for these expenses, Rizzo provided copies of canceled checks drawn on his personal account. Of the amount requested, $21,333 had been previously reimbursed to Rizzo or paid from the Andover account. The Audit staff concluded that $57,100 in advances made by Rizzo were for legitimate campaign expenses, including payments to caterers, hotels and two payments to the Committee's printer totaling $31,754.

Rizzo stated that throughout the campaign, the Committee routinely used his personal credit card to rent computers, pay hotel bills, reserve rooms, and rent vans. Rizzo, 8 at 6-9. In particular, Rizzo paid for a $4,300 luncheon in San Diego, computer rental, and 12 vans for the New Hampshire primary. Id. Rizzo stated that Kanin, Goldman, and other Committee staff were aware of the use of Rizzo's credit card. Rizzo, 8 at 6. Rizzo often paid for the credit card bills himself. Rizzo, 8 at 6. The last bill Rizzo received that included Committee charges was in September, 1992. Rizzo, 8 at 9. After February, 1992, Rizzo sent his credit card bills to Goldman who would pick out campaign related charges and give him a reimbursement. Rizzo, 8 at 10.

Goldman contradicts Rizzo's allegations. Goldman denied that the Committee routinely used any individual's credit card, including Rizzo's. Goldman, 5 at 73-74, 76. Goldman conceded

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33/ Rizzo testified that he submitted this reimbursement request based on his discussions with Michael Kail, an attorney called in by the Committee to investigate the Andover account. Rizzo, 8 at 124-126.

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that Rizzo's card was used once to guarantee computer equipment rental, but said that the Committee paid the vendor directly. Goldman, 5 at 74. Rizzo also may have guaranteed hotel rooms at some point, and rented vans at the request of staff in New Hampshire, but these expenditures were not authorized by Goldman. Goldman, 5 at 75-78.

III. COMMITTEE DISCOVERY OF RIZZO'S ACTIVITY

The Committee had indications that Rizzo was making what were at best errors of judgment throughout the campaign, but discounted them as minor problems and sloppiness.[34/] Kanin, 2 at 22. Rizzo's strong personality, his ability to explain away apparent problems, his friendship with Tsongas and lengthy association with Tsongas' campaigns, and his position of power in the campaign made some campaign staff reluctant to examine his activity or challenge his judgment. Goldman, 5 at 16-20, 33, 37, 38; Kanin, 2 at 32-33; Wong, 6 at 18.

The Committee's financial system had numerous problems. It lacked a "system of checks and balances" because Rizzo controlled "both ends" of receipts and disbursements and no one

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34/ In the summer or fall of 1991, Kanin called Rizzo because a contributor had complained about not receiving a thank you note, and Rizzo claimed that he had lost the copies of some checks and had not forwarded them to the Boston office. Kanin, 2 at 20-21. Committee staff wondered why none of the "fundraising events ever raised as much as they were supposed to" or just "never materialized." Kanin, 2 at 34; Goldman, 5 at 32, 36. Rizzo once promised to send $12,000, but never did so, leading Wong and Kanin to conclude that he "had just made up the story." Wong, 6 at 19. Similarly, Kanin stated that Rizzo's error concerning the permissibility of the Trudeau loan should have raised questions about Rizzo's knowledge of election law. Kanin, 2 at 35.

else could check on the system. Wong, 6 at 4; Goldman, 5 at 11. Checks were being written to vendors without documentation and without the knowledge of anyone in the Boston office. Wong, 6 at 4-7; Goldman, 5 at 6. Thus, campaign accounts were sometimes overdrawn, and Degnan had to go to Boston to deposit more money into the account to cover checks. Goldman, 5 at 17. In May or June, 1991, Kanin sent Goldman and Wong to Andover to speak with Rizzo about the transfer of the entire financial system to the Boston office.[35/] Goldman, 5 at 12; Wong, 6 at 4-5. This effort was unsuccessful, however, and despite the complaints of campaign staff such as Goldman and Wong, Rizzo was able to retain some degree of control over the Committee's finances until January, 1992.

In January, 1992, control of the Committee finances was finally transferred from Rizzo to the Boston office. Goldman, 5 at 8-18; Kanin, 2 at 8-11. By this time the Boston staff had circumvented Rizzo's control over funds in a Committee account at Bay Bank by having the statements sent to the Boston office. The Boston staff took full control over the account in January, 1992, when Degnan wrote a $42,000 reimbursement check to Rizzo without supporting documentation, which caused the campaign to have problems paying for media in New Hampshire. Goldman, 5 at 52-53; Wong, 6 at 22-23. Around this time, Goldman took the

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35/ Rizzo became "angry and hostile and bullied" them, and said that he had a history with Tsongas and that they had no authority to question him. Id. They were "intimidated and bullied and left with our tails between our legs." Goldman, 5 at 12; Wong, 6 at 5-6. They told Kanin about the meeting, and he also called Rizzo with no success. Goldman, 5 at 13.

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checkbook from Degnan, out of Rizzo's control.[36] Kanin, 2 at 54. After a "full frontal assault" of numerous phone calls from Goldman and Kanin requesting documentation for the reimbursement, Rizzo paid the money back a month later. Goldman, 5 at 54.

In January, 1992, the Committee also discovered the existence of the Andover account while investigating problems with two contributors who had been solicited again after making contributions. The Committee staff realized that one of the checks had been deposited into the Andover Bank during the period when Rizzo was handling contribution processing.[37] Attachment 26; Wong, 6 at 22-28; Kanin, 2 at 49-52; Goldman, 5 at 57-62. Kanin called Rizzo, who told him that he had opened an exploratory account at the Andover Bank. Rizzo, 8 at 124-136. Kanin contends that he "absolutely never knew about an

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36/ The Committee also opened a Boston post office box for direct mail fundraising, hired a Boston fundraising staff, and brought checks from fundraisers to the Boston office. Goldman, 5 at 14.

37/ In the fall of 1991, Mary Wassermann complained to Wong that her husband, Bill, had been solicited after he had already made a contribution. Wong, 6 at 10-11. Wassermann sent in a copy of the check, and Wong filed it to work on later. Wong, 6 at 12-13. In December, 1991, the Committee discovered that a California contributor, John Markulis, had also been solicited after he had already made a contribution. Wong, 6 at 14; Kanin, 2 at 49. Wong could not find these contributions on the computer system. Wong, 6 at 15-16. On January 25, 1992, Kanin, Goldman and Wong discussed these problems, and Wong passed around the Wassermann check. Wong, 6 at 26; Goldman, 5 at 58. Kanin noticed that the check's deposit mark said Andover Bank, rather than the Andover office of Bay Bank, and Wong confirmed that the address on the back of the check was the address of the Andover Bank in the telephone book. Kanin, 2 at 50; Goldman, 5 at 58; Wong, 6 at 27; Attachment 26.

early account." Kanin, 2 at 55, 56. However, in a memorandum about the discovery of the Andover account dated January 28, 1992, Kanin stated that Rizzo "reminded me that he had deposited a large loan from Larry Ansin in this early account -- which was used to print 'A Call to Economic Arms.'" Attachment 26, at 1. In any case, the Committee was prepared to accept the Andover account as a Committee account and amend its reports to acknowledge it in January, 1992.[38/] Goldman, 5 at 59; Kanin, 2 at 51-54; Wong, 6 at 28.

The Committee tried to investigate the Andover account, but Rizzo frustrated these efforts. For example, Kanin called in Michael Kail, a Washington attorney, to come to Boston to get the documentation of the Andover account from Rizzo. Kanin, 2 at 53; Wong, 6 at 29; Goldman, 5 at 28, 63; Attachment 26. Kail confronted Rizzo and asked for all the Andover account records and records for all unreimbursed expenditures Rizzo had made on behalf of the Committee. Goldman, 5 at 63; Rizzo, 8 at 124-128. Despite Kail's request, Rizzo did not provide the Andover Bank records until May, 1992. Goldman, 5 at 55-64. The Committee did not pursue the matter for several months. The Committee staff were busy with the campaign and "weren't thinking about it at that point any longer." Goldman, 5 at 64-65.

Moreover, the Committee continued to use Rizzo for fundraising and other activities after discovering the Andover

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38/ It should be noted that the Committee has acknowledged a separate Committee account in Texas that was opened without the Committee's knowledge.

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account. For example, Rizzo went on fundraising trips in the spring of 1992 with Joncas, his friend and a campaign volunteer. Problems arose concerning reimbursements for these trips. Rizzo, 8 at 4-5; Goldman, 5 at 29-30, 43-45; Joncas, 11 at 3, 9-16; Kanin, 2 at 29. Although Goldman was in charge of Committee disbursements, he generally did not even review Rizzo's reimbursement requests because Rizzo was his "boss" who "pretty much got what he wanted." Goldman, 5 at 79. However, in reviewing Joncas' reimbursement requests for these trips, Goldman discovered that Joncas had no knowledge of certain questionable expenditures, and that Rizzo was submitting his own expenses under Joncas' name. Goldman, 5 at 46-48; Joncas, 11 at 5-6, 11, 13.[39/] Joncas neither received nor endorsed nine checks made payable to him and endorsed with his name. Joncas, 11 at 17-21.

Despite these problems, Rizzo continued to work for the Committee throughout the campaign and even after the campaign was over, including scheduling fundraisers to wipe out the campaign deficit. Rizzo, 8 at 140; Goldman, 5 at 66. Rizzo made fundraising trips until May or June, 1992 when he entered the hospital.[40/] Rizzo, 8 at 144-145.

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39/ The Committee eventually discovered Rizzo was signing and cashing reimbursement and advance checks made payable to Joncas. The Committee staff did not know that Rizzo was cashing checks issued to Joncas until around the time of the Commission's audit of the campaign. Goldman, 5 at 47-50.

40/ In May or June, 1992, Goldman asked a Committee lawyer whether, "given the fact that I've got these concerns and worries now, should we go on dealing with [Rizzo], and he said . . . deal with him in the same manner" as they always

Thus, Rizzo continued to work for the Committee until June, 1992, when the Committee finally obtained the bank records, and "realized there was a more significant problem within this account than we had originally anticipated." Goldman, 5 at 56; Kokinos, 4 at 19. At this point, the Committee's approach to both Rizzo and the Andover account changed dramatically.41/ The Committee staff and its attorneys confronted Rizzo about the problems related to the Andover account in a meeting in June, 1992. Goldman, 5 at 56; Kanin, 2 at 57; Kokinos, 4 at 19. Rizzo believed that the other Committee staff decided at that time to "disavow any knowledge of the account" so that the Committee would not face the possibility of "a fine, and some very bad press." Rizzo, 8 at 137-138. Someone at the meeting asked why the matter had not been reported to the Commission in January. Id. at 138-139. Rizzo was told, "You better have a lawyer." Id. After this meeting, Rizzo stopped all activities related to the Committee.42/ Rizzo, 8 at 145.

9704378523 7

(Footnote 40 continued from previous page)
had. Goldman, 5 at 66-67. Goldman was specifically told not to cut Rizzo off from the Committee. Id. at 67-68, 80.

41/ The Committee demanded at that time that Rizzo provide the $189,737 in individual contributions deposited in the Andover account, except for the excessive contributions in the form of loans.

42/ In early July, 1992, Kanin, Goldman and Kokinos met with Tsongas to discuss the Andover account, and Tsongas and Kanin spoke with McCallum about his loans. Goldman, 5 at 3, 70; Kokinos, 4 at 20-21; McCallum, 18 at 47-48; McCallum FBI, 19 at 6; Tsongas, 3 at 42-43, 44; Kanin, 2 at 59. Tsongas and Kanin met with Rizzo at his office in July, 1992. Rizzo, 8 at 141-143; Kanin, 2 at 58-60; Tsongas, 3 at 45; Goldman, 5 at 69.

IV. LEGAL ANALYSIS

A. COMMITTEE RESPONSIBILITY FOR RIZZO'S ACTIONS

The threshold question in this matter is whether the Committee is responsible for Rizzo's actions. Our investigation revealed that Rizzo was a Committee agent with broad authority to solicit contributions, make expenditures, and conduct the Committee's financial transactions.

1. Legal Framework

Although the Federal Election Campaign Act of 1971, as amended ("the Act"), and the Presidential Matching Payment Account Act do not define the term "agent," Commission regulations define the term for the purpose of determining whether an expenditure is attributable to a candidate's campaign:

> Agent means any person who has actual oral or written authority, either express or implied, to make or to authorize the making of expenditures on behalf of a candidate, or means any person who has been placed in a position within the campaign organization where it would reasonably appear that in the ordinary course of campaign-related activities he or she may authorize expenditures.

11 C.F.R. § 109.1(b)(5). Thus, an agent, for expenditure purposes, is an individual who either has authority to make expenditures on behalf of a campaign or occupies a position that third parties would reasonably believe to confer such authority.

Although the regulations do not define the term agent in connection with contributions, in practice, the Commission has applied a similar definition; an individual is an agent for

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purposes of accepting contributions if the Committee has authorized him to receive contributions, or he occupies a position that would lead a third party to believe that he is authorized to receive contributions. Thus, even a low level committee employee may be considered an agent. See Advisory Opinion ("AO") 1992-29 (receipt of contributions by clerical employee assigned to open envelopes constitutes receipt by committee). Moreover, one need not be employed by a committee to be the committee's agent. See AO 1989-21 (checks from customers to a vendor selling committee-authorized campaign paraphernalia constitute contributions received by the committee as of the date they are received by the vendor); AO 1980-42 (ticket sale proceeds from fundraising concert are considered contributions received by the committee upon receipt by the concert promoter).

The Act and the regulations clearly contemplate that an agent's authority can include the solicitation and acceptance of contributions on a committee's behalf. See 2 U.S.C. § 432(a); 11 C.F.R. §§ 102.8, 102.9 (referring to "an agent authorized by the treasurer to receive contributions") 110.1(b)(6) (a contribution is made when the contributor delivers it to the candidate, committee "or to an agent of the political committee"); cf. 11 C.F.R. § 110.6(b)(2) (contrasting earmarked contributions made via conduits with contributions made via individuals authorized to accept contributions on behalf of a committee). In addition, the regulations expressly contemplate that agents will make expenditures on behalf of presidential

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candidates. See 11 C.F.R. § 110.8(g) (agent's expenditures count against presidential candidate's expenditure limitation).

Moreover, a committee is responsible for its agent's actions even if the agent acts negligently, and contrary to express instructions. For example, in AO 1992-29, the Commission instructed a committee to refund contribution checks that an employee had left in a drawer until after the 10-day deposit requirement expired. The employee acted without the treasurer's knowledge and in conflict with express instructions issued to committee personnel. Nonetheless, since the employee was the committee's agent authorized to receive contributions, the committee was deemed to have received the checks on the date the employee received them. Indeed, in every case where a committee has violated the Act, there ultimately was a committee official who authorized, conducted or participated in the prohibited event.

The Commission's application of agency principles is consistent with settled principles of agency law. The Restatement of Agency defines an agent as one who exercises the actual or apparent authority of a principal. Restatement (Second) of Agency § 1. Thus, the Restatement provides that a principal's responsibility for his agent's conduct may derive either: (1) from an express or implied grant of authority from the principal to the agent; or (2) from actions taken by the principal that reasonably cause a third party to believe that the principal has empowered the agent to act on his behalf. Id. §§ 26-27. Similarly, the Commission defines an agent as one who

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exercises actual authority, or who holds a position within a campaign organization that reasonably appears to confer such authority. 11 C.F.R. § 109.1(b)(5).

Where a principal grants an agent express or implied authority, the principal generally is responsible for the agent's acts within the scope of his authority. See Weeks v. United States, 245 U.S. 618, 623 (1918). See also Rouse Woodstock, Inc. v. Surety Federal Savings & Loan Ass'n, 630 F. Supp 1004, 1010-11 (N.D. Ill. 1986) (principal who places agent in position of authority normally must accept the consequences when the agent abuses that authority). The conduct of an agent is within the scope of his authority if:

> (a) it is of the kind he is employed to perform; (b) it occurs substantially within the authorized time and space limits; [and] (c) it is actuated, at least in part, by a purpose to serve the master.

Restatement (Second) of Agency § 228(1).

When an agent acts within the scope of his authority, a principal cannot escape responsibility on the grounds that he lacked knowledge of the agent's actions or that the agent's actions were unauthorized, tortious, or even unlawful. 3 Am. Jur. 2d Agency § 280 at 783. It is a "well-settled general rule . . . that a principal is liable civilly for the tortious acts of his agent which are done within the course and scope of the agent's employment." Id. at 782; see also Stockwell v. United States, 80 U.S. 531, 534 (1871); Veranda Beach Club Ltd. Partnership v. Western Sur Co., 936 F.2d 1364, 1376 (1st Cir.

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1991).[43] Indeed, "[a]n act may be within the scope of employment although consciously criminal or tortious." Restatement (Second) of Agency § 231; Local 1814, Int'l Longshoremen's Ass'n v. NLRB, 735 F.2d 1384, 1395 (D.C. Cir.), cert. denied, 469 U.S. 1072 (1984); see also Hunt v. Weatherbee, 626 F. Supp. 1097, 1103 (D. Mass. 1986).

For example, the D.C. Circuit has held a union liable for a scheme in which officers of the union conspired with an employer to procure illegal kickbacks. Local 1814, 735 F.2d at 1394-98. See also Hunt, 626 F. Supp. at 1103 (refusing to dismiss claim that union was liable for shop steward's extortion on behalf of union's political committee). Similarly, where an agent authorized to accept payment on behalf of a principal receives a check, the courts generally consider the principal as having received payment, even if the agent subsequently forges the principal's endorsement and deposits the check in his own account. 3 Am. Jur. 2d Agency § 275 at 782 § n.7.

Even if an agent does not enjoy express or implied authority, however, a principal may be liable for the actions of his agent on the basis of apparent authority. See E.A. Prince & Son, Inc. v. Selective Ins. Co. of Southeast, 818 F. Supp. 910, 914 (D.S.C. 1993) (refusing to dismiss "insured" party's claim against insurance company where former agent

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43/ This rule is closely analogous to the concept of respondeat superior, which holds an employer responsible for the tortious acts of his employee. 3 Am. Jur. 2d Agency § 280 at 783.

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misappropriated premiums and, consequently, company never received payment or issued policies). An agent is imbued with apparent authority where the principal has held the agent out as having such authority or has permitted the agent to represent that he has such authority, so that a reasonable person would believe the agent to have such authority. See e.g. Metco Products, Inc., Division of Case Mfg. Co. v. NLRB, 884 F.2d 156, 159 (4th Cir. 1989).

Apparent authority commonly exists when a principal appoints an agent to a position with generally recognized duties or responsibilities. See Restatement (Second) of Agency § 27 at 104 ("apparent authority can be created by appointing a person to a position, such as that of manager or treasurer, which carries with it generally recognized duties"). See also Goldman v. First Nat'l Bank of Boston, 985 F.2d 1113, 1121 (1st Cir. 1993) (citing Restatement (Second) of Agency § 27); Property Advisory Group, Inc. v. Bevona, 718 F. Supp. 209, 211 (S.D.N.Y. 1989). A principal may be held liable based on apparent authority although his agent's acts are unauthorized. Richards v. General Motors Corp., 991 F.2d 1227, 1232 (6th Cir. 1993). Similarly, a principal may be held liable for his agent's illegal acts, such as fraud, when he places an employee in a position to commit those acts. First Amer. State Bank v. Continental Ins. Co., 897 F.2d 319 (8th Cir. 1990); Hester v. New Amsterdam Casualty Co., 412 F.2d 505, 508 (4th Cir. 1969).

Unlike express or implied authority cases, moreover, a principal is not relieved of liability simply because an agent

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with apparent authority acts for his own benefit.[44/] Even if the agent committed fraud, the principal is liable provided the agent acted within his apparent authority. Amer. Society of Mechanical Engineers, Inc. v. Hydrolevel Corp. ("ASME"), 465 U.S. 556, 566, (1982). In fact, the United States Supreme Court has observed that the federal courts routinely "have imposed liability upon principals for the misdeeds of agents acting with apparent authority." ASME, 465 U.S. at 568 (citing cases involving federal tax liability, common-law fraud, securities fraud and bail bond fraud).

2. The Committee's Position

The Committee implicitly concedes that Rizzo was its agent; however, it maintains that Rizzo's actions in soliciting the improper loans exceeded the scope of his authority.[45/] Response of the Tsongas Committee, Inc. to the Reissued Interim

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44/ Moreover, irrespective of an agent's actual or apparent authority, a principal is liable "if he is negligent or reckless . . . in the supervision of [the agent's] activity." Restatement (Second) of Agency § 213. See, e.g., Int'l Distributing Corp. v. District Telegraph Co., 569 F.2d 136, 139 (D.C. Cir. 1977) (security company can be held liable for its employees' thefts from customers). See also Restatement (Second) of Agency § 213 (master is liable for torts of servants acting outside the scope of their employment if the master was negligent or reckless; or the servant purported to act on the master's behalf and the third party relied upon the servant's apparent authority, the servant was aided in committing the tort by the existence of the agency relationship.)

45/ The Committee's responses in connection with this matter do not directly address the question of the Committee's responsibility for Rizzo's actions. However, the Committee's responses to the Interim Audit Report and the Reissued Interim Audit Report provide an indication of the Committee's position on this issue.

Audit Report, Attachment 27, at 11. The Committee asserts that Rizzo's acts were not "directly related" to the type of duties that the Committee authorized him to perform. Id. (citing cases). In particular, the Committee contends that Rizzo "had no actual authority to solicit loans from contributors in the name of the Tsongas Committee." Id. The Committee further asserts that Rizzo could not have had "apparent authority to do so, since such solicitations are in direct violation of federal election law." Id.

Moreover, the Committee argues that the loans procured by Rizzo are not the Committee's responsibility, but rather are Rizzo's personal obligations. Attachment 27, at 10. The Committee relies on Rizzo's statements that he intended to repay the loans, and that he never intended the loans to be used for the Tsongas campaign. Id. The Committee concludes that Rizzo's activities "were planned by him for his own benefit" and that "both the Committee and the lenders were victimized" by Rizzo's activities. Id. at 11.

The Committee further contends that it never "received" the proceeds of the loans, because Rizzo was not acting as the Committee's agent when he procured the loans. Id. In support of this proposition, the Committee notes that Rizzo's plea bargain included an order that he, and not the Committee, repay the lenders. Id. at 12. The Committee concedes that receipt by an agent would constitute receipt by the Committee, but argues that Rizzo's activities "interrupted" the conveyance of the contributions from the lenders. Id. at 12 n.10. Finally,

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the Committee contends that the Andover account was not a Committee account, but merely a secret account used by Rizzo as part of a "complex scheme to defraud" the lenders and the Committee.[46/] Id. at 3-10.

3. Analysis

The evidence revealed by our investigation clearly demonstrates that Rizzo was the Committee's agent with actual and apparent authority to accept contributions, make expenditures, and conduct diverse financial transactions from the outset of the campaign until June, 1992. Moreover, Rizzo was aided in carrying out his improper activities by virtue of his position as an official of the Committee. The Committee cannot escape liability for conduct of its agent that was well within the scope of the agent's authority.

Contrary to the Committee's contentions, Rizzo's solicitations of loans from eight individuals were within the scope of his authority as the Committee fundraiser. Loans are contributions, 2 U.S.C. § 431(8)(A)(i), and Rizzo had broad authority to solicit contributions. The Committee's contention that Rizzo could not have authority to solicit these

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46/ The Committee draws an analogy to MUR 1402, in which a fundraiser failed to forward contributions to a committee, but instead opened an account in the name of the committee solely in order to embezzle the contributions. We believe that the facts in this case are distinguishable from MUR 1402. The individual in MUR 1402 did not have broad authority over the committee's financial transactions, as Rizzo did. Unlike the facts in MUR 1402, the record does not indicate that Rizzo opened the Andover account solely to facilitate his embezzlement of Committee funds. Moreover, some of the funds in the Andover account were used for campaign expenditures.

contributions because they were excessive is without merit. Doubtless in most cases where a campaign official accepts an excessive or prohibited contribution, the official was not expressly authorized to do so. Under the Committee's reasoning, no committee would ever be responsible for any violations by its agents unless the actions were expressly approved by the principal.

The Committee's contention that the loans were Rizzo's personal debts is not persuasive. Rizzo solicited each loan ostensibly on behalf of the Committee, and the lenders relied on his authority. Most of the loan checks were made payable to the Committee. Two of the loans were solicited with participation in some form by Kanin and Tsongas, who would have no reason to be involved unless the transactions were loans to the Committee. The lenders testified that even the loans made payable to Rizzo himself or his company were intended as contributions to the Committee, not personal loans to Rizzo.47/ It is also unlikely that the lenders, many of whom did not know Rizzo, would make personal loans to him of such magnitude. In fact, Rizzo tried to solicit a large personal loan from McCallum, without success. McCallum, 18 at 17-21. Moreover, the fact that Rizzo personally guaranteed repayment of some of

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47/ Rizzo explained to each lender that the money would benefit the Committee although the checks were in some cases payable to him or his consulting company. Since Rizzo was paid as a Committee consultant through his consulting company, the fact that Trudeau made the check payable to the company, at Rizzo's request, is consistent with Trudeau's stated intent to give money to the Committee through Rizzo.

the loans does not alter the fact that the loans were contributions to the Committee.

The evidence also reveals that the Committee did receive the loans. Rizzo's receipt of the loan checks constituted receipt by the Committee because Rizzo was a Committee agent with authority to accept contributions. See 11 C.F.R. §§ 102.8(a), 102.9, 110.1(b)(6); AOs 1992-29; 1989-21; 1980-42. Rizzo deposited the checks, along with other contributions to the Committee, into an account in the Committee's name at the Andover Bank. In addition, he used $25,046 of the funds for campaign expenses. Rather than interrupting the conveyance of the contributions to the Committee, Rizzo embezzled the funds after he had accepted them from the contributors as an agent of the Committee.

Moreover, the evidence supports the conclusion that the Andover account was a Committee account. The Andover account was in the name of the Committee, and functioned as a Committee account in that contributions were deposited and legitimate Committee expenditures totaling $25,046 were made from the account. Since Rizzo exercised broad authority over virtually every Committee financial transaction, including opening accounts, opening the account at the Andover Bank, into which Rizzo deposited loans and other contributions to the Committee, was within the scope of his authority. Rizzo himself contends that he opened the Andover account as an exploratory account, not as his own personal account, and that he made no attempt to hide the account from the Committee. The evidence supports

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Rizzo's claim that he did not originally intend the Andover account to be his secret account; for example, he discussed the possibility of opening an exploratory account with Kanin and Tsongas. Finally, it appears that the Committee intended to acknowledge and use the account until the violations related to the account transactions became apparent. There is no doubt that Rizzo embezzled Committee funds from the Andover account, but Rizzo's misdeeds do not transform the character of the Andover account.

We note that this case may differ from prior embezzlement cases where the Commission proceeded only against the individuals. See e.g., MUR 2189. This case does not involve isolated incidents of wrongdoing by relatively low level campaign officials, but rather a year long pattern of conduct by the Committee's principal fundraiser, one of the most powerful individuals in a publicly-financed presidential campaign.

The fact that such a high level official was able to continue his illegal conduct for such a long time raises the question of whether the Committee exercised prudent financial management of the campaign. During the campaign, the Committee had good reason to question Rizzo's competence, judgment, and even integrity. The Committee should have been aware at some point, certainly by late January, 1992, that Rizzo had, at least, made significant compliance errors. It should be acknowledged that certain Committee officials expressed concerns and tried to take some steps after there were signs of

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potential problems involving Rizzo. For example, Committee officials made numerous attempts to gain control of the Committee's financial systems from Rizzo, and were eventually successful. In addition, Committee officials called in an attorney to look into the matter of the Andover account, and made attempts to obtain the records of the Andover account from Rizzo. However, the Committee did not take sufficient action in time to prevent Rizzo's illegal activities. Nevertheless, this question is irrelevant to the Committee's liability for Rizzo's actions which is based upon Rizzo's broad authority to act as an agent of the Committee.

B. REASON TO BELIEVE FINDINGS

The Committee bears responsibility for Rizzo's actions, including: opening the Andover account; accepting excessive and corporate contributions which were deposited into the Andover account; failing to designate the Andover account as a campaign depository; and soliciting loans from eight individual lenders that exceeded their contribution limitations.[48/] The Commission already has made reason to believe findings that Rizzo

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48/ We are not making reason to believe recommendations against the Committee for certain violations by Rizzo related to his commingling of funds and embezzlement. While soliciting and accepting contributions were within the scope of Rizzo's authority as an agent of the Committee, converting these funds to his personal use was outside the scope of that authority. Moreover, we believe taking no action against the Committee for these violations is consistent with the Commission's actions in prior compliance matters. See MUR 2189 (Commission found probable cause to believe former treasurer of the Hartnett for Congress Committee knowingly and willfully embezzled and commingled funds in violation of 2 U.S.C. § 432(b)(3), but made no findings concerning the Hartnett for Congress Committee); MUR 708; MUR 3549.

knowingly and willfully violated the Act. Since Rizzo acted as the agent of the Committee, the Commission could make appropriate knowing and willful findings against the Committee. However, given the facts in this case, particularly that Rizzo embezzled Committee funds and deprived the Committee of contributions and potential matching funds, we do not recommend that the Commission make knowing and willful findings against the Committee. The Committee's poor judgment does not rise to the level of culpability necessary for a knowing and willful violation.

1. Designation of Depository

Each political committee shall designate one or more banks or financial institutions as its campaign depository or depositories. 2 U.S.C. § 432(h)(1). All receipts received by a committee must be deposited into a designated depository. Id. No disbursements, other than petty cash disbursements, may be made by a committee except by check drawn on a designated account. Id.

The Committee was aware of the Andover account in January, 1992, at the latest, and Rizzo, the Committee's agent opened the Andover account. Yet the Committee did not designate the account as a campaign depository and file amended reports. Moreover, at least $25,046 in legitimate campaign expenses were paid from the Andover account. Therefore, there is reason to believe that the Tsongas for President Committee, Inc., and George Kokinos, as treasurer, violated 2 U.S.C. § 432(h)(1).

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2. Loan Transactions

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. §441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(A). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A). No candidate or political committee shall knowingly accept any contribution made in violation of the limitations on contributions, and no officer or employee of a political committee shall knowingly accept a contribution made for the benefit or use of a candidate in violation of any limitation imposed on contributions. 2 U.S.C. § 441a(f); 11 C.F.R. § 110.9(a).

The evidence reveals that the Committee, through its officers, accepted contributions in the form of loans from eight individual lenders in excess of their individual contribution limitations. Rizzo solicited loans from eight individuals to the Committee totaling $794,000, including $514,000 in checks made payable to the Committee deposited into the Andover account, $200,000 in checks made payable to Rizzo personally but intended to benefit the Committee, and $80,000 deposited into an account of Rizzo's consulting company, but intended to benefit the Committee. There is some evidence that

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Kanin and Tsongas were also involved in the solicitation of the $100,000 loan from Lawrence Ansin.[49/] Moreover, Kanin was involved in the solicitation of the first loan for $60,000 from Roger Trudeau. Kanin's subsequent attempt to cancel the loan does not vitiate the Committee's liability for this transaction.

Rizzo, Kanin and Tsongas were the three most important Committee officials. As such, they were agents with authority to solicit and accept contributions. All of the lenders relied upon one or more of these individuals. Since all of the loans were paid to Rizzo in his capacity as a fundraiser for the Committee, and were intended to benefit the Committee, and influence Tsongas' campaign, they were excessive contributions to the Committee. The evidence reveals that even the checks made payable to Rizzo himself or his company were intended to be contributions to the Committee. Rizzo's receipt of the loan checks constituted the Committee's receipt of the excessive contributions. See AO 1992-29.

Therefore, there is reason to believe that the Tsongas for President Committee, Inc., and George Kokinos, as treasurer, accepted contributions in the form of loans from Lawrence Ansin, Roger Trudeau, Anastasios Kalogianis, Elkin McCallum,

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49/ The evidence from various witnesses is contradictory concerning whether Kanin or Tsongas were aware of the amount of the loan, the form of payment, or whether the loan was illegal. The evidence of Kanin's involvement in this transaction is more conclusive than that of Tsongas' involvement. Kanin admits that he knew Ansin would provide more than $1,000.

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Peter Caloyeras, Michael Spinelli, Thomas Kelley and William Berg which exceeded their individual contribution limitations in violation of 2 U.S.C. § 441a(f).

3. Other Excessive and Prohibited Contributions

In addition to the limitations on contributions by individuals, the Act also prohibits corporations from making contributions or expenditures in connection with any federal election. 2 U.S.C. § 441b(a); 11 C.F.R. § 114.2. By the same token, a candidate, political committee or other person is prohibited from knowingly accepting or receiving any corporate contribution. Id., 11 C.F.R. § 114.2(c).

Moreover, the Commission considers payments made by an individual, including advances by committee staff, from his or her personal funds for costs incurred in providing goods or services to, or obtaining goods and services that are used by or on behalf of, a candidate to be in-kind contributions subject to the contribution limits of 2 U.S.C. § 441a(a)(1)(A). 11 C.F.R. § 116.5(b); see Explanation and Justification of Regulations on Debts Owed by Candidates and Political Committees, 55 Fed. Reg. 26383 (June 27, 1989). Advances by committee staff or other individuals to pay for the costs of goods or services provided to a committee are contributions unless the payment is for the individual's own transportation and subsistence costs and the individual is reimbursed within 60 days after the closing date of the billing statement for

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payments by credit card or within 30 days after the expenses were incurred for other forms of payment. 11 C.F.R. § 116.5(b).

a. Payment of Committee Expenditures

The evidence reveals that Rizzo used personal funds and his credit card to make certain Committee expenditures, and the Committee made little or no effort to control his expenditures. The amounts Rizzo advanced for Committee expenditures from his personal accounts were excessive contributions which do not fall within the narrow parameters of the 11 C.F.R. § 116.5(b) exemption for transportation and subsistence expenses reimbursed in a timely manner. The advances to Rizzo were not solely for his personal transportation and subsistence, and the reimbursements were not made in a timely manner.

Moreover, Rizzo repaid the $20,000 loan from Spinelli, $15,000 of the loan from Trudeau, and $30,000 of the Berg loan from his personal account or the account of Benco, Inc.[50/] Since these loans were contributions to the Committee, it follows that Rizzo's repayment of them from his personal funds was an excessive contribution to the Committee.

Therefore there is reason to believe that the Tsongas for President Committee, Inc., and George Kokinos, as treasurer, violated 2 U.S.C. § 441a(f) by accepting contributions from

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50/ While repayments from the Benco, Inc. account technically constitute prohibited corporate contributions to the Committee, we are not recommending that the Commission find reason to believe that the Committee or Benco, Inc., violated 2 U.S.C. § 441b(a). Rizzo used the funds in the Benco, Inc. account as his personal funds, and these transactions amounted to excessive contributions by Rizzo. Moreover, Benco, Inc. is defunct.

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Nicholas Rizzo, Jr. in excess of his individual contribution limitation.

2. Contributions Deposited in the Andover Account

The evidence reveals that Rizzo accepted and deposited into the Andover account excessive contributions totaling $29,314, and prohibited contributions totaling $3,571. Therefore, we recommend that the Commission find reason to believe that the Committee accepted $29,314 in excessive contributions from 42 individuals in violation of 2 U.S.C. § 441a(f). We also recommend the Commission find reason to believe that the Committee accepted $3,571 in corporate contributions in violation of 2 U.S.C. § 441b(a).

C. OTHER RESPONDENTS

As previously noted, on January 21, 1994, the Commission found reason to believe that Tsongas and Kanin violated 2 U.S.C. § 441a(f). Our investigation produced evidence that Kanin was involved to some extent in the solicitations of the Trudeau and Ansin loans. Nonetheless, we recommend taking no further action against this respondent. The evidence is inconclusive as to whether Kanin knew the amount of the loan from Lawrence Ansin at the time it was made. Moreover, the record demonstrates that Kanin attempted without success to cancel the loan transaction with Roger Trudeau.

Similarly, there is some evidence that Tsongas was involved in the solicitation of the Ansin loan; however, we do not believe that the evidence of Tsongas' involvement in that loan is strong enough to support pursuing a case against

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Tsongas personally. Tsongas has little memory of the transaction, and Kanin is unsure whether Tsongas was even present for the discussion. Rizzo testified that both Tsongas and Kanin were aware of the amount and terms of the Ansin loan, but he is a less credible witness than Tsongas or Kanin. In addition, while it initially appeared that Tsongas was involved in soliciting the Kalogianis loans, now that the investigation is complete, we conclude that Tsongas was not involved in, or aware of, any of the Kalogianis loans. Therefore, this Office recommends that the Commission take no further action against Senator Paul E. Tsongas. The letters informing Kanin and Tsongas that the Commission is taking no further action against them will include admonishment language.

This Office is making no recommendations concerning Rizzo at this time. Rizzo has not requested pre-probable cause to believe conciliation, and we believe that the Commission should move on to the next stage of the enforcement process with this respondent. Since Rizzo is currently incarcerated and unlikely to have funds to pay a civil penalty, we believe that conciliation at this point would not be productive. Moreover, it is possible that the Commission may need additional information from Rizzo in the future. Therefore, this Office will prepare a brief supporting a probable cause to believe finding against Rizzo.

IV. DISCUSSION OF CONCILIATION AND CIVIL PENALTY

This Office recommends that the Commission enter into conciliation with Anastasios Kalogianis, Michael Spinelli,

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Thomas D. Kelley, Jr., Elkin McCallum, Peter B. Caloyeras, Roger Trudeau, and William Borg prior to a finding of probable cause to believe. These seven respondents requested conciliation early in our investigation, and the Commission declined to enter into conciliation on June 3, 1993. Attached for the Commission's approval are proposed conciliation agreements with each of these seven respondents.

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The facts revealed by the investigation support a knowing and willful finding. McCallum had reason to question the legality of this transaction because the check was made payable to Rizzo, but intended for the Committee. Moreover, there is evidence that this transaction was part of a scheme to channel funds to the Committee while circumventing the contribution limitations.

IV. RECOMMENDATIONS

The Office of General Counsel recommends that the Commission:

1. Find reason to believe that the Tsongas for President Committee, and George Kokinos, as treasurer, violated 2 U.S.C. § 432(h)(1);
2. Find reason to believe that the Tsongas for President Committee and George Kokinos, as treasurer, violated 2 U.S.C. § 441a(f);
3. Find reason to believe that the Tsongas for President Committee, and George Kokinos, as treasurer, violated 2 U.S.C. § 441b(a);
4. Take no further action against Dennis Kanin;
5. Take no further action against Senator Paul E. Tsongas;
6. Enter into conciliation prior to a finding of probable cause to believe with Elkin McCallum, Roger Trudeau, Anastasios Kalogianis, Thomas Kelley, William Berg, Peter Caloyeras, and Michael Spinelli;
7. Approve the attached Factual and Legal Analysis;
8. Approve the attached Conciliation Agreements; and
9. Approve the appropriate letters.

11/9/94
Date

Lawrence M. Noble
General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS /E. SHARON HUGHES ESH
COMMISSION SECRETARY

DATE: NOVEMBER 18, 1994

SUBJECT: MUR 3585 - GENERAL COUNSEL's REPORT
DATED NOVEMBER 9, 1994.

The above-captioned document was circulated to the Commission on Tuesday, November 15, 1994 at 4:00 p.m.

Objection(s) have been received from the Commissioner(s) as indicated by the name(s) checked below:

Commissioner Aikens	xxx
Commissioner Elliott	
Commissioner McDonald	
Commissioner McGarry	
Commissioner Potter	
Commissioner Thomas	xxx

This matter will be placed on the meeting agenda for Tuesday, November 29, 1994.

Please notify us who will represent your Division before the Commission on this matter.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3585
Nicholas A. Rizzo, et al.	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on November 29, 1994, do hereby certify that the Commission decided by a vote of 6-0 to take the following actions in MUR 3585:

1. Find reason to believe that the Tsongas for President Committee, and George Kokinos, as treasurer, violated 2 U.S.C. § 432(h)(1);

2. Find reason to believe that the Tsongas for President Committee and George Kokinos, as treasurer, violated 2 U.S.C. § 441a(f);

3. Find reason to believe that the Tsongas for President Committee, and George Kokinos, as treasurer, violated 2 U.S.C. § 441b(a);

4. Take no further against against Dennis Kanin;

(continued)

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5. Take no further action against Senator Paul E. Tsongas;

6. Enter into conciliation prior to a finding of probable cause to believe with Elkin McCallum, Roger Trudeau, Anastasios Kalogianis, Thomas Kelley, William Berg, Peter Caloyeras, and Michael Spinelli;

7. Approve the Factual and Legal Analysis as recommended in the General Counsel's report dated November 9, 1994;

8. Approve the Conciliation Agreements as recommended in the General Counsel's report dated November 9, 1994; and

10. Approve appropriate letters as recommended in the General Counsel's report dated November 9, 1994.

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

Attest:

12-1-94
Date

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

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 2, 1994

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Lyn Utrecht
Oldaker, Ryan & Leonard
818 Constitution Ave., N.W.
Washington, D.C. 20006

RE: MUR 3585
The Tsongas Committee, Inc. and
George Kokinos, as treasurer

Dear Ms. Utrecht:

On November 29, 1994, the Federal Election Commission found that there is reason to believe that your clients, the Tsongas Committee, Inc., and George Kokinos, as treasurer, violated 2 U.S.C. §§ 432(h)(1), 441a(f), and 441b(a), provisions of the Federal Election Campaign Act of 1971, as amended (the "Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath. In the absence of additional information, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

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

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

If your clients intend to be represented by you or other counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have enclosed a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact James S. Portnoy, the attorney assigned to this matter, at (202) 219-3690.

For the Commission,

Trevor Potter
Chairman

Enclosures
Factual and Legal Analysis
Procedures
Designation of Counsel Form

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

MUR 3585

RESPONDENT: The Tsongas Committee, Inc.
and George Kokinos, as Treasurer

I. BACKGROUND

On the basis of information ascertained in the normal course of carrying out its supervisory responsibilities, the Commission has found reason to believe that the Tsongas Committee, Inc. (the "Committee") and George Kokinos, as treasurer, violated 2 U.S.C. §§ 432(h)(1), 441a(f), and 441b(a). The Committee was the principal campaign committee for Paul E. Tsongas' campaign for the presidential nomination of the Democratic Party in 1992. This memorandum sets forth the factual and legal analysis of the Commission's determinations.

A. COMMITTEE ORGANIZATION AND RIZZO ROLE

Nicholas A. Rizzo was one of the three most powerful people in the Tsongas campaign.[1/] He was associated with the Committee from its inception in March, 1991 until June, 1992. As in Tsongas' prior campaigns, the Committee had a tripartite organizational structure described as a "troika relationship:" the candidate made policy and issue decisions; Dennis Kanin, the campaign manager, supervised campaign personnel and the field

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1/ Rizzo was paid for his fundraising and recordkeeping services, the use of his Andover office space, materials and staff through monthly payments of $5,000 to his company, Benco, Inc., and reimbursements of expenditures.

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organization;[2] and Rizzo was in charge of fundraising. Rizzo had been involved in Tsongas' political career since 1974 and had always been very closely identified with Tsongas' campaigns.[3] Many people perceived that Rizzo had a position of authority when it came to the campaign, and could speak for and represent the candidate.

Rizzo had authority to solicit, receive and process contributions, to make expenditures, and to conduct financial transactions on behalf of the Committee. Rizzo functioned as the Committee's principal fundraiser, and the Committee routinely identified him as such. Several Committee documents identify Rizzo as the "National Finance Committee Chairman." The candidate, Committee staff, and Rizzo himself perceived Rizzo to be the chief fundraiser and finance chairman for the campaign. Rizzo operated with a great deal of independence. His fundraising operation was not controlled by the Boston office and it appears that no one had authority to approve or

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2/ Kanin is a close friend of the candidate, and has been involved in Tsongas' political career since 1974. Kanin made decisions in all aspects of the campaign including supervising the Boston office and the field operation, personnel matters such as hiring and firing, and authorizing certain expenditures.

3/ Rizzo was involved in Tsongas' Senate campaigns and also worked for other campaigns, including congressional candidates, the Mondale and Carter presidential campaigns, and the Democratic National Committee.

disapprove of Rizzo's events.[4] Rizzo also had authority to draft and sign thank you letters for the candidate.

In addition to fundraising, Rizzo had broad authority over most aspects of the Committee's financial activity. Rizzo and Kokinos opened the Committee's operating account at Bay Bank, and Rizzo participated in negotiating the Committee's loan from Bay Bank, collateralized with anticipated matching funds, in December, 1991. Early in the campaign, Rizzo controlled the Bay Bank checkbook and all Committee expenditures. The Boston office staff, including David Goldman, the business manager[5] and Mary Wong, co-head of the finance office; [6] would review disbursement forms, decide what was acceptable, authorize an amount for the expenditure and send the forms to Rizzo in Andover. Rizzo would direct Carla Degnan, a signatory on the Bay Bank account, to write the checks and send them back to the Boston office or mail them out to vendors.[7] Moreover, early in

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4/ Even after Beth Cataldo became Finance Director in the Boston office in July, 1991 and began to organize some fundraising efforts, Rizzo continued to raise funds. Kanin hired Cataldo to supplement Rizzo's efforts and to be in charge of the kinds of fund raising that he did not think Rizzo did. Thus, there were two separate fundraising operations going on.

5/ Goldman, a long-time associate of Tsongas, worked in the finance office and was responsible for expenditures.

6/ Wong worked with Goldman in the finance office and was in charge of processing contributions, matching fund submissions and disclosure reports.

7/ Rizzo hired Degnan, his daughter, as his administrative assistant. Although she had signatory authority on the Committee's Bay Bank account, she did not have independent decision making authority.

the campaign, the Committee's records, finances, contribution processing and reporting functions were controlled by Rizzo and an accounting firm. Contributions were received at a Committee post office box in Andover, and Rizzo processed and deposited the checks.[8/]

Committee officials stated that no one supervised Rizzo. Tsongas stated that Rizzo and Kanin "had separate domains and they respected each other's expertise in those domains." The Committee also permitted Rizzo to work from his office in Andover, rather than from the Committee's main campaign office in Boston.[9/] Neither Kanin nor Tsongas exercised significant control over Rizzo's decisions.

B. ANDOVER ACCOUNT

Rizzo opened an account at the Andover Bank (the "Andover account") in the name of the Committee in March, 1991. When Rizzo opened the Andover account, he had virtually unlimited authority over the Committee's finances. As noted, he was involved in opening the Committee's operating account at Bay Bank and controlled the checkbook for that account.

Rizzo contends that he opened the Andover account as a Tsongas Committee exploratory account, not as his own personal account. Rizzo used the legal address of the Committee for the account, and stated that he made no attempt to hide the account

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8/ At a later date, the Committee opened a post office box in Boston and stopped using the Andover address.

9/ Rizzo even had his own staff in Andover, including Degnan and several others.

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from the Committee.[10] Kanin and Tsongas had discussed the possibility of opening an exploratory account with Rizzo in March, 1991.[11] While Kanin believes that "the decision was not to have an exploratory account" because "we were going to have a campaign account anyway," he could not "positively recall" if a firm decision against having an exploratory account was made.

Contribution checks made payable to the Committee were deposited into the Andover account and legitimate Committee expenses totaling $25,046 were paid from the Andover account.[12] In addition to the loan transactions discussed below, the Andover account documentation reveals that a total of $29,314 in excessive contributions from 42 contributors were deposited. These contributions were either excessive on their face or excessive when aggregated with contributions to the Committee's other accounts. Moreover, 21 contributions totaling $3,571 deposited into the Andover account appear to be from prohibited corporate sources.

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10/ The Committee's address at this point was the post office box in Andover, and it is not clear that any Committee staff besides Rizzo had access to the box. Rizzo stated that he used his own social security number to open the account because the Committee had not yet applied for a taxpayer identification number.

11/ Kanin asked Rizzo if the exploratory account could pay for publication of the candidate's position paper, "A Call to Economic Arms" (the "White Paper"). Rizzo told Kanin that he believed that the exploratory committee could pay for the White Paper.

12/ Most of the disbursements from the Andover account were paid to Rizzo or his creditors.

C. LOANS

Between March, 1991 and February, 1992, Rizzo solicited a total of $794,000 in loans from eight individuals to the Committee. This amount included $280,000 made payable to Rizzo himself or his company, but intended by the lenders to benefit the Committee. The remaining loans totaling $514,000 made payable to the Committee and deposited into the Andover account. The first of these loans was solicited from Lawrence Ansin. Rizzo subsequently solicited loans from Roger Trudeau, Anastasios Kalogianis, Elkin McCallum, Peter Caloyeras, Michael Spinelli, Thomas Kelley, and William Berg. The amount of the individual loans ranged from $10,000 to $250,000. Several of the individuals gave Rizzo more than one loan check. Each of the lenders intended to benefit the Committee with the loans. The loan transactions are set forth in the following chart:

LENDER	APPROXIMATE DATE OF LOAN(S)	AMOUNT	MADE PAYABLE TO
Lawrence Ansin	3/10/91	$100,000	Committee
Roger Trudeau	8/8/91	$60,000	Benco, Inc.
	9/10/91	$20,000	Benco, Inc.
A. Kalogianis	9/9/91	$10,000	Committee
	9/25/91	$15,000	Committee
	10/3/91	$24,000	Committee
	12/4/91	$35,000	Committee
	12/6/91	$65,000	Committee
	1/27/92	$100,000	Rizzo
Elkin McCallum	8/13/91	$100,000	Committee
	10/21/91	$50,000	Committee
	2/10/92	$100,000	Rizzo
Peter Caloyeras	9/23/91	$10,000	Committee
Michael Spinelli	10/16/91	$20,000	Committee

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Thomas Kelley	10/22/91	$25,000	Committee
William Berg	12/5/91	$60,000	Committee

1. ANSIN LOAN

In March, 1991, Tsongas, Rizzo, Kanin, Ansin, and Mrs. Tsongas met at the candidate's house and discussed kicking off the campaign and exploratory expenses. During the meeting, Ansin approached Rizzo in the kitchen and said that he would like to help the campaign. Rizzo asked him for a $100,000 loan to the Committee, and Ansin agreed.[13/] Some of the money from the

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13/ Rizzo picked up the $100,000 check made payable to the Tsongas Committee at Ansin's office several days later. The loan was never repaid. Rizzo stated that "I went out and I got Paul and I got Dennis to come back into the kitchen, and with Larry, and I told them both that Larry was going to lend us $100,000 to get us started. And Paul thanked him. Dennis thanked him." Rizzo stated that Kanin then asked Rizzo if the money could be used to pay for the White Paper, and when Rizzo said that it could, responded "'Oh great'." Kanin testified that Rizzo told him that Ansin had agreed to "purchase the books," and that Ansin "was kind of embarrassed about the fact that he wasn't doing more, and he thought we should just say, thanks, Larry, for your help."

Rizzo contends that both Tsongas and Kanin knew that Ansin was making a loan in excess of $1,000. Kanin did not recall the amount of the loan, but admits he was aware that it "would have to exceed one thousand dollars." Tsongas did not recall the discussion of the Ansin loan, although he previously stated in another interview that he remembered a discussion about an exploratory account and a payment for a book, which he had written. In the summer or fall of 1992, Ansin told Joncas that he "lent Paul, the committee . . . the $100,000" in order to get Tsongas' "ideas out."

Ansin loan may in fact have been used to pay for the printing of the White Paper and for a consultant.[14/]

Rizzo contends that Kanin and Tsongas should have been aware that Rizzo would open an exploratory account because of their involvement in the solicitation of the Ansin loan for exploratory expenses. Rizzo opened the Andover account around the same time that Rizzo, Kanin and Tsongas solicited the loan from Ansin. Tsongas and Kanin never asked Rizzo where he deposited the Ansin loan check. Rizzo speculated that they knew that an account would be opened somewhere to deposit the loan check because the loan check was made payable to the Committee: "[they] didn't need a blackboard with a chart drawing to explain that if Larry Ansin is lending the campaign $100,000 there has to be an account for that 100,000 to go into."

2. **TRUDEAU LOANS**

In August and September, 1991, Roger Trudeau made loans totaling $80,000 to the Committee, in the form of four checks made payable to Benco, Inc.[15/] Rizzo repaid Trudeau $15,000, leaving an outstanding balance of $65,000.

On August 6, 1991, Rizzo told Kanin that individuals could loan more than $1,000 for "soft money" expenses such as polling

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14/ Sullivan Brothers printers printed "A Call to Economic Arms," and Rizzo paid one Sullivan Brothers bill for $19,663 from the Andover Bank account, a second was paid from Rizzo's personal account and a third was paid on the Benco account.

15/ Roger Trudeau is president of Bedford Computer Systems and a supporter of Tsongas who worked as a volunteer in the campaign. Trudeau also assisted organizing efforts by Tcitizens for Tsongas, a draft committee, after Tsongas suspended his campaign on March 19, 1992.

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and asked if he knew anyone who could make this kind of contribution. Rizzo then asked Goldman if he knew anyone with money, and Goldman mentioned Trudeau. Rizzo told Kanin that he was going to approach Trudeau about the loan at a lunch meeting at the Meridien Hotel and Kanin agreed to attend the meeting. Rizzo called Trudeau to arrange to meet.

At the meeting, attended by Trudeau, Kanin, and Rizzo, Rizzo told Trudeau that the campaign had temporary fundraising problems and urgently needed funds to pay back taxes and current payroll for Committee staff. Rizzo asked Trudeau for a short term loan of $60,000.[16/] Kanin was aware that Trudeau was going to make a loan in excess of $1,000 to benefit the Committee, and admits that when Trudeau asked him if the loan was "okay" he responded, "if Nick's checked it out and it's okay, it's okay." According to Trudeau, Kanin did not object to the proposed transaction but rather "nodded his head affirmatively." Trudeau said that he did not have sufficient money to make the loan and suggested instead that he try to solicit the funds from other individuals, but Rizzo and Kanin rejected this proposal. Rizzo explained that confidentiality was crucial and said that he and Kanin had looked through a long list of potential lenders before choosing Trudeau.

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16/ At some point during the meeting, Rizzo asked Trudeau to make his loan check payable to his consulting firm, Benco, Inc., rather than the Committee. Rizzo explained that the loan would benefit the Committee because Benco would "reverse" or "refund" money that the Committee had previously paid to the company.

Trudeau relied on Rizzo and Kanin's assurance that the loan would benefit the Committee. He believed that Rizzo was in charge of the Committee's fundraising and was authorized to solicit the loans because Kanin, the campaign manager, was with him: "had Dennis not been at the table, there would have been no loan."

Kanin subsequently discovered that the loan was illegal and attempted to cancel the transaction. After the lunch, Kanin asked Wong "whether there was such a thing as a soft money expense for polling and research and related expenses that one could give . . . in excess of a thousand dollars." Wong advised Kanin that the Committee could not accept soft money because soft money is only permissible in general election campaigns, not for individual candidates in a primary election.[17/] He called Rizzo, and told him that they could not take the loan.[18/] Kanin stated that Rizzo told him he would talk to Trudeau and "take care of it." Kanin believed that Rizzo would cancel the loan; however, he never subsequently discussed the loan with Rizzo or called Trudeau himself to cancel the loan.[19/]

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17/ Kanin stated later that "the Roger Trudeau matter probably should have made me wonder about [Rizzo's] knowledge of the FEC regulations."

18/ Rizzo asserts that he never discussed the loan with Kanin after the lunch meeting.

19/ In November, 1992, when Trudeau became concerned that he would not be repaid, he called Kanin. According to Trudeau, Kanin initially told Trudeau that he did not remember this transaction and later told him that "'I now remember the meeting . . . but I think I recall that the next day I decided that it wouldn't fly with the FEC, and I told Nick to drop it.' [Trudeau] said, 'Well you didn't tell me to drop

Rizzo did not cancel the loan. Instead, he collected two loan checks totaling $60,000 from Trudeau on August 7 or 8, 1991. In addition, Rizzo solicited and received a second loan of $20,000 from Trudeau on September 10, 1991.

Although all of the loan checks were made payable to Benco, Inc., Trudeau understood that the Committee would benefit and would ensure that he was repaid. Both Trudeau and Kanin understood the transaction to be intended to benefit the Committee.

3. KALOGIANIS LOANS

Between September, 1991 and January, 1992, Anastasios Kalogianis[20/] made loans intended to benefit the Committee totaling $249,000, given in the form of five checks made payable to the Committee and one check for $100,000 made payable to Rizzo. It appears that the loans were solicited by Rizzo. Kalogianis believed that Rizzo was the chief fundraiser for the Committee and the "key man" in the campaign.

Kalogianis met Tsongas and Rizzo at a picnic at St. Constantine's Greek Orthodox Church on September 8, 1991. Rizzo recalls that he spoke with Kalogianis at the picnic and Kalogianis offered to help the campaign, but they did not discuss the loan or a large contribution from Kalogianis to the Committee. The day after the picnic, Rizzo visited Kalogianis'

(Footnote 19 continued from previous page)
it.'"

20/ Anastasios "Arthur" Kalogianis was a long-time friend of Tsongas who owns Olympic Construction Company.

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office and solicited a contribution of $1,000 and the promise of a loan of $49,000 to the Committee. Initially, Kalogianis gave Rizzo a $9,000 installment on the $49,000 loan, which Kalogianis planned to dole out over a long period of time. However, Rizzo repeatedly visited Kalogianis' office over the next few weeks and secured a series of loan checks. Rizzo promised that the loans would be repaid in May, 1992 from matching funds. He personally guaranteed the loans, although he assured Kalogianis that the money would go to the Committee.

The last loan check, for $100,000, was made payable to Rizzo, but was intended to benefit the Committee. Rizzo told Kalogianis that he had written personal checks for campaign media in New Hampshire. Rizzo explained that he would receive a personal loan in two days, and needed a short term loan to cover the checks. Although the check was made payable to him, Rizzo stated that he indicated to Kalogianis that the loan would benefit the Committee. Kalogianis intended each loan to benefit the Committee: "the one I was loaning money to was the Tsongas Committee."

4. MCCALLUM LOANS

Rizzo solicited several loans totaling $250,000 from Elkin McCallum, a businessman who had been involved in attempting to organize fundraising events in North Carolina for the Committee. Steven Joncas introduced Rizzo to McCallum as the Chief Fundraiser for the Committee. McCallum was aware of Rizzo's position in the Committee, and had met with Rizzo and the candidate to discuss the North Carolina fundraisers.

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On August 12, 1991, Rizzo solicited the first $100,000 loan from McCallum as a short term loan until the Committee qualified for matching funds. Rizzo advised McCallum that the loan was legal because the funds would be deposited in an "exploratory fund" that was separate from the regular campaign accounts, but that the money would be used to continue paying campaign related expenses. McCallum quickly agreed to the loan.

Although Rizzo told McCallum that Tsongas and Kanin were aware of the loan, Rizzo testified that he did not, in fact, inform them of any of McCallum's loans. McCallum wrote a check payable to the Committee the following day, requested a note for the loan, and insisted that the loan be repaid with interest for tax purposes.

On October 21, 1991, Rizzo solicited a second loan from McCallum for $50,000 for "exploratory funds." McCallum wrote a check for this amount made payable to the Committee, and gave it to Rizzo.

In early February, 1992, Rizzo telephoned McCallum and requested a third loan for $100,000 to pay for advertising for the New Hampshire primary. Rizzo explained that McCallum could not contribute any more money to the exploratory account. Instead, Rizzo proposed that McCallum write him a check for $100,000, which he could then transfer to the Tsongas campaign as his own funds. McCallum intended the money to benefit the

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Tsongas campaign, not Rizzo personally.[21] McCallum told Rizzo to come to the office the following day and pick up the check from the receptionist.

5. Caloyeras Loan

Rizzo solicited a $10,000 loan from Peter Caloyeras, a Southern California businessman who was Rizzo's friend and business associate, in September, 1991. Caloyeras was aware that Rizzo was the Committee's National Finance Chairman.

While in Los Angeles for a meeting of the Democratic National Committee at the Biltmore Hotel, Rizzo met with Caloyeras and solicited a $10,000 loan to the campaign to pay for television spots.[22] Rizzo told Caloyeras that the loan would be repaid with matching funds in February, 1992. Several days later, Caloyeras mailed Rizzo a check dated September 23, 1991 and made payable to the Committee. Caloyeras intended the loan to benefit the Committee, and believed it was legal. Caloyeras never received any repayment of the loan.

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21/ Following the New Hampshire primary, Rizzo apparently attempted to solicit yet another loan, of $250,000, without success. The only difference between this loan and the previous transactions was that Rizzo told McCallum that he needed the money personally. Rizzo explained that there was an IRS audit of his profit sharing plan and pension fund, and that he needed money because he had borrowed from his company's profit sharing plan and loaned the money to the Tsongas campaign. McCallum declined to make the loan because he did not want to become involved in Rizzo's personal business dealings.

22/ Rizzo testified that he told Kanin that "I expect to get more than enough from" Caloyeras to pay for the Biltmore Hotel bill, which totaled nearly $7,000. Kanin stated that Rizzo told him that money was coming in from Caloyeras, but the money never arrived.

6. Spinelli Loan

Michael Spinelli made a $20,000 loan to the Committee, solicited by Rizzo.[23/] Spinelli was aware of Rizzo's political relationship with Tsongas, believed that Rizzo was the chief fundraiser for the Tsongas campaign, and maintained a "very high" opinion of Rizzo, based upon numerous newspaper accounts describing Rizzo's relationship with Tsongas.

On October 11, 1991, Rizzo told Spinelli that the campaign had raised only $68,000 out of $100,000 that it needed for a television buy, and asked him to loan the campaign some or all of the $32,000 shortfall. Rizzo also told Spinelli that the campaign would repay him when it received matching funds in January, 1992. Finally, Rizzo urged Spinelli not to discuss their conversation with anyone because it might reveal weakness in Tsongas' campaign. Spinelli agreed to consider the loan, but did not commit to it at that time. Spinelli asked Rizzo if such a loan would be legal, and Rizzo assured him that it would be.

In subsequent conversations, Rizzo assured Spinelli that the Committee would be the debtor, but that Rizzo also would guarantee the loan and provide his personal promissory note, and that the note would be paid on time, no later than the end of January, 1992. Based on those representations, Spinelli agreed to make the loan. Spinelli intended the loan to benefit the Committee and did not intend the loan to benefit Rizzo

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23/ Spinelli has known Tsongas for at least 30 years and supported the Tsongas presidential campaign. He contributed $1,000 to the Committee in February, 1992, and assisted with a fundraising event for Tsongas' birthday in February, 1992.

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personally. On October 16, 1991, Rizzo, picked up the loan check at Spinelli's office. Rizzo repaid the full amount of the loan on December 6, 1991.

7. Kelley Loan

Rizzo solicited a $25,000 loan from Thomas Kelley. On October 22, 1991, Rizzo met with Steve Griswald in Portsmouth, New Hampshire and asked him to loan $25,000 to the Committee, which would be repaid when the Committee received matching funds in January, 1992. According to Rizzo, Griswald said "I'll get you $25,000," then made a telephone call. A few minutes later, Kelley, who worked for Griswald, entered the room. Griswald introduced Rizzo to Kelley and Rizzo solicited a short term interest free loan to finance the campaign until the Committee received matching funds. Rizzo told Kelley to make the check out to the Committee, and Kelley gave him a personal check for $25,000.

Rizzo deposited the check in the Andover account, but did not tell anyone else from the Committee about the loan. Rizzo ultimately provided Kelley with a personal note for the loan. The loan was not repaid.

8. Berg Loan

In December, 1991, Rizzo solicited a $60,000 loan to the Committee from William Berg, a long-time business associate, who had made loans to Rizzo in the past. Berg intended the loan to go to the Committee, and believed that the loan was to the Committee, although Rizzo personally guaranteed the loan. Rizzo told Berg that the Committee needed money for a media buy and

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solicited a $60,000 loan. When Berg asked if the loan was legitimate, Rizzo responded that he was a "professional" who would never suggest something that "wasn't above board" that could "destroy Tsongas' campaign." Berg relied on Rizzo because he understood him to be the Committee Finance Chairman, and a close political confidant of Tsongas.

Berg agreed to make the loan, but insisted on a note assuring quick repayment. Berg gave Rizzo a check for $60,000, made out to the Committee, and Rizzo deposited it in the Andover account. Berg would not accept Rizzo's personal note. He insisted upon a note from the Committee, which Rizzo provided. It appears that Rizzo told no one else associated with the Committee about the loan.

Rizzo repaid Berg $30,000 and promised to repay the remaining $30,000 as quickly as possible.

D. OTHER TRANSACTIONS

At the same time that Rizzo was using money intended for the Committee for his own personal expenses, he was also incurring and paying for Committee expenditures from his own funds. Rizzo sought reimbursement from the Committee for expenses totaling $82,634, which had been incurred between May, 1991 and February, 1992.[24/] As documentation for these expenses, Rizzo provided copies of canceled checks drawn on his personal account. Of the amount requested, $21,333 had been previously

24/ Rizzo testified that he submitted this reimbursement request based on his discussions with Michael Kail, an attorney called in by the Committee to investigate the Andover account.

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reimbursed to Rizzo or paid from the Andover account. The Audit staff concluded that $57,100 in advances made by Rizzo were for legitimate campaign expenses, including payments to caterers, hotels and two payments to the Committee's printer totaling $31,754.

Moreover, Rizzo stated that throughout the campaign, the Committee routinely used his name and personal credit card to rent computers, pay hotel bills, reserve rooms, and rent vans. In particular, Rizzo paid for a $4,300 luncheon in San Diego, computer rental, and 12 vans for the New Hampshire primary. Rizzo stated that Kanin, Goldman, and other Committee staff were aware of the use of Rizzo's credit card. Rizzo often paid for the credit card bills himself. The last bill Rizzo received that included Committee charges was in September, 1992. After February, 1992, Rizzo sent his credit card bills to Goldman who would pick out campaign related charges and give him a reimbursement.25/

F. COMMITTEE DISCOVERY OF RIZZO'S ACTIVITY

The Committee had indications that Rizzo was making what were at best errors of judgment throughout the campaign, but

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25/ Goldman contradicts Rizzo's allegations. Goldman denied that the Committee routinely used any individual's credit card, including Rizzo's. Goldman conceded that Rizzo's card was used once to guarantee computer equipment rental, but said that the Committee paid the vendor directly. Rizzo also may have guaranteed hotel rooms at some point, and rented vans at the request of staff in New Hampshire, but Goldman stated that he did not authorize these expenditures.

discounted them as minor problems and sloppiness.[26] Rizzo's strong personality, his ability to explain away apparent problems, his friendship with Tsongas and lengthy association with Tsongas' campaigns, and his position of power in the campaign made some staff reluctant to examine his activity or challenge his judgment.

The Committee's financial system had numerous problems. It lacked a "system of checks and balances" because Rizzo controlled "both ends" of receipts and disbursements and no one else could check on the system.[27] In May or June, 1991, Kanin sent Goldman and Wong to Andover to speak with Rizzo about the transfer of the entire financial system to the Boston office.[28] This effort was unsuccessful, and despite the complaints of campaign staff such as Goldman and Wong, Rizzo was able to

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26/ In the summer or fall of 1991, Kanin called Rizzo because a contributor had complained about not receiving a thank you note, and Rizzo claimed that he had lost the copies of some checks and had not forwarded them to the Boston office. Committee staff wondered why none of the "fundraising events ever raised as much as they were supposed to" or just "never materialized." Rizzo once promised to send $12,000, but never did so, leading Wong and Kanin to conclude that he "had just made up the story." Similarly, Kanin stated that Rizzo's error concerning the permissibility of the Trudeau loan should have raised questions about Rizzo's knowledge of election law.

27/ Checks were being written to vendors without documentation and without the knowledge of anyone in the Boston office. Thus, campaign accounts were sometimes overdrawn, and Degnan had to come in from Andover to deposit more money into the account to cover checks.

28/ Rizzo became "angry and hostile and bullied" them, and said that he had a history with Tsongas and that they had no authority to question him. They were "intimidated and bullied and left with our tails between our legs." They told Kanin about the meeting, and he also called Rizzo with no success.

retain some degree of control over the Committee's finances until January, 1992.

In January, 1992, control of the Committee finances was finally transferred to the Boston office. By this time, the Boston staff had circumvented Rizzo's control over funds in a Committee account at Bay Bank by having the statements sent to the Boston office. The Boston staff took full control over the account in January, 1992, when Degnan wrote a $42,000 reimbursement check to Rizzo without supporting documentation, which caused the campaign to have problems paying for media in New Hampshire. Around this time, Goldman took the checkbook from Degnan, and out of Rizzo's control.[29] After a "full frontal assault" of numerous phone calls from Goldman and Kanin requesting documentation for the reimbursement, Rizzo paid the money back a month later.

Also in January, 1992, the Committee discovered the existence of the Andover account. While investigating problems with two contributors who had been solicited again after making contributions, the Committee staff realized that one of the checks had been deposited into the Andover Bank during the period when Rizzo was handling contribution processing.[30] Kanin

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29/ The Committee also opened a Boston post office box for direct mail fundraising, hired a Boston fundraising staff, and brought checks from fundraisers to the Boston office.

30/ In the fall of 1991, Mary Wassermann complained to Wong that her husband, Bill, had been solicited after he had already made a contribution. Wassermann sent in a copy of the check, and Wong filed it to work on later. In December, 1991, the Committee discovered that a California contributor, John Markulis, had also been solicited after he had already

called Rizzo, who told him that he had opened an exploratory account at the Andover Bank.[31] In any event, the Committee was prepared to accept the Andover account as a Committee account and amend its reports to acknowledge it in January, 1992.[32]

The Committee tried to investigate the Andover account, but Rizzo frustrated these efforts. For example, Kanin called in Kail, a Washington attorney, to come to Boston to get the documentation of the Andover account from Rizzo. Kail confronted Rizzo and asked for all the Andover account records and records for all unreimbursed expenditures Rizzo had made on behalf of the Committee. Despite Kail's request, Rizzo did not provide the Andover Bank records until May, 1992. The Committee did not pursue the matter for several months. The Committee staff were busy with the campaign and "weren't thinking about it at that point any longer."

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made a contribution. Wong could not find these contributions on the computer system. On January 25, 1992, Kanin, Goldman and Wong discussed these problems, and Wong passed around the Wassermann check. Kanin noticed that the check's deposit mark said Andover Bank, rather than the Andover office of Bay Bank, and Wong confirmed that the address on the back of the check was the address of the Andover Bank in the telephone book.

31/ Kanin contends that he "absolutely never knew about an early account," and had no idea where the Ansin loan was deposited. However, in a memorandum about the discovery of the Andover account dated January 28, 1992, Kanin stated that Rizzo "reminded me that he had deposited a large loan from Larry Ansin in this early account -- which was used to print 'A Call to Economic Arms.'"

32/ The Committee has acknowledged a separate Committee account in Texas that was opened without the Committee's knowledge.

Moreover, the Committee continued to use Rizzo for fundraising and other activities after discovering the Andover account. For example, Rizzo went on fundraising trips in the spring of 1992 with Joncas, his friend and a campaign volunteer. Problems arose concerning reimbursements for these trips. Although Goldman was in charge of Committee disbursements, he generally did not even review Rizzo's reimbursement requests because Rizzo was his "boss" who "pretty much got what he wanted." However, in reviewing Joncas' reimbursement requests for these trips, Goldman discovered that Joncas had no knowledge of certain expenditures, and that Rizzo was submitting his own expenses under Joncas' name.33/ Joncas neither received nor endorsed nine checks made payable to him and endorsed with his name.

Despite these problems, Rizzo continued to work for the Committee throughout the campaign and even after the campaign was over, including scheduling fundraisers to wipe out the campaign deficit. Rizzo made fundraising trips until May or June, 1992.

Thus, Rizzo continued to work for the Committee until June, 1992, when the Committee finally obtained the bank records, and "realized there was a more significant problem within this account than we had originally anticipated." At this point, the Committee's approach to both Rizzo and the Andover account

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33/ The Committee staff did not know that Rizzo was cashing checks issued to Joncas until around the time of the Commission's audit of the campaign.

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changed dramatically.[34] The Committee staff and its attorneys confronted Rizzo about the problems related to the Andover account in a meeting in June, 1992. Rizzo believed that the other Committee staff decided at that time to "disavow any knowledge of the account" so that the Committee would not face the possibility of "a fine, and some very bad press." Someone at the meeting asked why the matter had not been reported to the Commission in January, and Rizzo was told, "You better have a lawyer." After this meeting, Rizzo stopped all activities related to the Committee.[35]

II. LEGAL ANALYSIS

A. COMMITTEE RESPONSIBILITY FOR RIZZO'S ACTIONS

The threshold question in this matter is whether the Committee is responsible for Rizzo's actions. Our investigation revealed that Rizzo was a Committee agent with broad authority to solicit contributions, make expenditures, and conduct the Committee's financial transactions.

1. Legal Framework

Although the Federal Election Campaign Act of 1971, as amended ("the Act"), and the Presidential Matching Payment Account Act do not define the term "agent," Commission

9704378528 7

34/ The Committee demanded at that time that Rizzo provide the $189,737 in individual contributions deposited in the Andover account, except for the excessive contributions in the form of loans.

35/ In early July, Kanin, Goldman and Kokinos met with Tsongas to discuss the Andover account, and Tsongas and Kanin spoke with McCallum about his loans. Tsongas and Kanin met with Rizzo at his office in July, 1992.

regulations define the term for the purpose of determining whether an expenditure is attributable to a candidate's campaign:

> Agent means any person who has actual oral or written authority, either express or implied, to make or to authorize the making of expenditures on behalf of a candidate, or means any person who has been placed in a position within the campaign organization where it would reasonably appear that in the ordinary course of campaign-related activities he or she may authorize expenditures.

11 C.F.R. § 109.1(b)(5). Thus, an agent, for expenditure purposes, is an individual who either has authority to make expenditures on behalf of a campaign or occupies a position that third parties would reasonably believe to confer such authority.

Although the regulations do not define the term agent in connection with contributions, in practice, the Commission has applied a similar definition; an individual is an agent for purposes of accepting contributions if the Committee has authorized him to receive contributions, or he occupies a position that would lead a third party to believe that he is authorized to receive contributions. Thus, even a low level committee employee may be considered an agent. See Advisory Opinion ("AO") 1992-29 (receipt of contributions by clerical employee assigned to open envelopes constitutes receipt by committee). Moreover, one need not be employed by a committee to be the committee's agent. See AO 1989-21 (checks from customers to a vendor selling committee-authorized campaign

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paraphernalia constitute contributions received by the committee as of the date they are received by the vendor); AO 1980-42 (ticket sale proceeds from fundraising concert are considered contributions received by the committee upon receipt by the concert promoter).

The Act and the regulations clearly contemplate that agent's authority can include the solicitation and acceptance of contributions on a committee's behalf. See 2 U.S.C. § 432(a); 11 C.F.R. §§ 102.8, 102.9 (referring to an agent authorized by the treasurer to receive contributions"); 110.1(b)(6) (a contribution is made when the contributor delivers it to the candidate, committee, "or to an agent of the political committee"); cf. 11 C.F.R. § 110.6(b)(2) (contrasting earmarked contributions made via conduits with contributions made via individuals authorized to accept contributions on behalf of a committee). In addition, the regulations expressly contemplate that agents will make expenditures on behalf of presidential candidates. See 11 C.F.R. § 110.8(g) (agent's expenditures count against presidential candidate's expenditure limitation).

Moreover, a committee is responsible for its agent's actions even if the agent acts negligently, and contrary to express instructions. For example, in AO 1992-29, the Commission instructed a committee to refund contribution checks that an employee had left in a drawer until after the 10-day deposit requirement expired. The employee acted without the treasurer's knowledge and in conflict with express instructions

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issued to committee personnel. Nonetheless, since the employee was the committee's agent authorized to receive contributions, the committee was deemed to have received the checks on the date the employee received them. Indeed, in every case where a committee has violated the Act, there ultimately was a committee official who authorized, conducted or participated in the prohibited event.

The Commission's application of agency principles is consistent with settled principles of agency law. The Restatement of Agency defines an agent as one who exercises the actual or apparent authority of a principal. Restatement (Second) of Agency § 1. Thus, the Restatement provides that a principal's responsibility for his agent's conduct may derive either: (1) from an express or implied grant of authority from the principal to the agent; or (2) from actions taken by the principal that reasonably cause a third party to believe that the principal has empowered the agent to act on his behalf. Id. §§ 26-27. Similarly, in the context of federal election law, the Commission defines an agent as one who exercises actual authority, or who holds a position within a campaign organization that reasonably appears to confer such authority. 11 C.F.R. § 109.1(b)(5).

Where a principal grants an agent express or implied authority, the principal generally is responsible for the agent's acts within the scope of his authority. See Weeks v. United States, 245 U.S. 618, 623 (1918). See also Rouse Woodstock, Inc. v. Surety Federal Savings & Loan Ass'n, 630 F.

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Supp 1004, 1010-11 (N.D. Ill. 1986) (principal who places agent in position of authority normally must accept the consequences when the agent abuses that authority). The conduct of an agent is within the scope of his authority if:

> (a) it is of the kind he is employed to perform; (b) it occurs substantially within the authorized time and space limits; [and] (c) it is actuated, at least in part, by a purpose to serve the master.

Restatement (Second) of Agency § 228(1).

When an agent acts within the scope of his authority, a principal cannot escape responsibility on the grounds that he lacked knowledge of the agent's actions or that the agent's actions were unauthorized, tortious, or even unlawful. 3 Am. Jur. 2d Agency § 280 at 783. It is a "well-settled general rule . . . that a principal is liable civilly for the tortious acts of his agent which are done within the course and scope of the agent's employment." Id. at 782; see also Stockwell v. United States, 80 U.S. 531, 534 (1871); Veranda Beach Club Ltd. Partnership v. Western Sur Co., 936 F.2d 1364, 1376 (1st Cir. 1991).[36/] Indeed, "[a]n act may be within the scope of employment although conspicuously criminal or tortious." Restatement (Second) of Agency § 231; Local 1814, Int'l Longshoremen's Ass'n v. NLRB, 735 F.2d 1384, 1395 (D.C. Cir.), cert. denied, 469 U.S. 1072 (1984); see also Hunt v. Weatherbee, 626 F. Supp. 1097, 1103 (D. Mass. 1986).

36/ This rule is closely analogous to the concept of respondeat superior, which holds an employer responsible for the tortious acts of his employee. 3 Am. Jur. 2d Agency § 280 at 783.

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For example, the D.C. Circuit has held a union liable for a scheme in which officers of the union conspired with an employer to procure illegal kickbacks. Local 1814, 735 F.2d at 1394-98. See also Hunt, 626 F. Supp. at 1103 (refusing to dismiss claim that union was liable for shop steward's extortion on behalf of union's political committee). Similarly, where an agent authorized to accept payment on behalf of a principal receives a check, the courts generally consider the principal as having received payment, even if the agent subsequently forges the principal's endorsement and deposits the check in his own account. 3 Am. Jur. 2d Agency § 275 at 782 & n.7.

Even if an agent does not enjoy express or implied authority, however, a principal may be liable for the actions of his agent on the basis of apparent authority. See E.A. Prince & Son, Inc. v. Selective Ins. Co. of Southeast, 818 F. Supp. 910, 914 (D.S.C. 1993) (refusing to dismiss "insured" party's claim against insurance company where former agent misappropriated premiums and, consequently, company never received payment or issued policies). An agent is imbued with apparent authority where the principal has held the agent out as having such authority or has permitted the agent to represent that he has such authority, so that a reasonable person would believe the agent to have such authority. Metco Products, Inc., Division of Case Mfg. Co. v. NLRB, 884 F.2d 156, 159 (4th Cir. 1989).

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Apparent authority commonly exists when a principal appoints an agent to a position with generally recognized duties or responsibilities. See Restatement (Second) of Agency § 27 at 104 ("apparent authority can be created by appointing a person to a position, such as that of manager or treasurer, which carries with it generally recognized duties"). See also Goldman v. First Nat'l Bank of Boston, 985 F.2d 1113, 1121 (1st Cir. 1993) (citing Restatement (Second) of Agency § 27); Property Advisory Group, Inc. v. Bevona, 718 F. Supp. 209, 211 (S.D.N.Y. 1989). A principal may be held liable based on apparent authority although his agent's acts are unauthorized. Richards v. General Motors Corp., 991 F.2d 1227, 1232 (6th Cir. 1993). Similarly, a principal may be held liable for his agent's illegal acts, such as fraud, when he places an employee in a position to commit those acts. First Amer. State Bank v. Continental Ins. Co., 897 F.2d 319 (8th Cir. 1990); Hester v. New Amsterdam Casualty Co., 412 F.2d 505, 508 (4th Cir. 1969).

Unlike express or implied authority cases, moreover, a principal is not relieved of liability simply because an agent with apparent authority acts for his own benefit.[37/] Even if the

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37/ Moreover, irrespective of an agent's actual or apparent authority, a principal is liable "if he is negligent or reckless . . . in the supervision of [the agent's] activity." Restatement (Second) of Agency § 213. See, e.g., Int'l Distributing Corp. v. District Telegraph Co., 569 F.2d 136, 139 (D.C. Cir. 1977) (security company can be held liable for its employees' thefts from customers). See also Restatement (Second) of Agency § 213 (master is liable for torts of servants acting outside the scope of their employment if the master was negligent or reckless; or the servant purported to act on the master's behalf and the third party relied upon the servant's apparent authority, the servant was aided in committing the tort by the existence of the agency

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agent committed fraud, the principal is liable provided the agent acted within his apparent authority. Amer. Society of Mechanical Engineers, Inc. v. Hydrolevel Corp. ("ASME"), 465 U.S. 556, 566, (1982). In fact, the Supreme Court has observed that the federal courts routinely "have imposed liability upon principals for the misdeeds of agents acting with apparent authority." ASME, 465 U.S. at 568 (citing cases involving federal tax liability, common-law fraud, securities fraud and bail bond fraud).

2. The Committee's Position

The Committee implicitly concedes that Rizzo was its agent; however, it maintains that Rizzo's actions in soliciting the improper loans exceeded the scope of his authority.38/ The Committee asserts that Rizzo's acts were not "directly related" to the type of duties that the Committee authorized him to perform. In particular, the Committee contends that Rizzo "had no actual authority to solicit loans from contributors in the name of the Tsongas Committee." The Committee further asserts that Rizzo could not have had "apparent authority to do so, since such solicitations are in direct violation of federal election law."

(Footnote 37 continued from previous page)
relationship.)

38/ The Committee responses in connection with this matter do not directly address the question of the Committee's responsibility for Rizzo's actions. However, the Committee's responses to the Interim Audit Report and the Reissued Interim Audit Report provide an indication of the Committee's position on this issue.

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Moreover, the Committee argues that the loans procured by Rizzo are not the Committee's responsibility, but rather are Rizzo's personal obligations. The Committee relies on Rizzo's statements that he intended to repay the loans, and that he never intended the loans to be used for the Tsongas campaign. The Committee concludes that Rizzo's activities "were planned by him for his own benefit" and that "both the Committee and the lenders were victimized" by Rizzo's activities.

The Committee further contends that it never "received" the proceeds of the loans, because Rizzo was not acting as the Committee's agent when he procured the loans. In support of this proposition, the Committee notes that Rizzo's plea bargain included an order that he, and not the Committee, repay the lenders. The Committee concedes that receipt by an agent would constitute receipt by the Committee, but argues that Rizzo's activities "interrupted" the conveyance of the contributions from the lenders. Finally, the Committee contends that the Andover account was not a Committee account, but merely a secret account used by Rizzo as part of a "complex scheme to defraud" the lenders and the Committee.[39/]

3. Analysis

The evidence gathered by the Commission demonstrates that Rizzo was the Committee's agent with actual and apparent authority to accept contributions, make expenditures, and

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39/ The Committee draws an analogy to MUR 1402, in which a fundraiser failed to forward contributions to a committee, but instead opened an account in the name of the committee solely in order to embezzle the contributions.

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conduct diverse financial transactions from the outset of the campaign until June, 1992. Moreover, Rizzo was aided in carrying out his improper activities by virtue of his position as an official of the Committee. The Committee cannot escape liability for conduct of its agent that was well within the scope of the agent's authority.

Contrary to the Committee's contentions, Rizzo's solicitations of loans from eight individuals were within the scope of his authority as the Committee fundraiser. Loans are contributions, 2 U.S.C. § 431(8)(A)(i), and Rizzo had broad authority to solicit contributions. The Committee's contention that Rizzo could not have authority to solicit these contributions because they were excessive is without merit. Doubtless in most cases where a campaign official accepts an excessive or prohibited contribution, the official was not expressly authorized to do so. Under the Committee's reasoning, no committee would ever be responsible for any violations by its agents unless the actions were expressly approved by the principal.

The Committee's contention that the loans were Rizzo's personal debts is not persuasive. Rizzo solicited each loan ostensibly on behalf of the Committee, and the lenders relied on his authority. Most of the loan checks were made payable to the Committee. Two of the loans were solicited with the participation in some form by Kanin and Tsongas, who would have no reason to be involved unless the transactions were loans to the Committee. Even the loans made payable to Rizzo himself or

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Benco, Inc. were clearly intended as contributions to the Committee, not personal loans to Rizzo. It is also unlikely that the lenders, many of whom did not know Rizzo, would make personal loans to him of such magnitude. In fact, Rizzo tried to solicit a large personal loan from McCallum, without success. Since Rizzo personally guaranteed repayment of some of the loans, he may be liable for repayment; however, his liability does not alter the fact that the loans were contributions to the Committee.

The evidence also reveals that the Committee did receive the loans. Rizzo's receipt of the loan checks constituted receipt by the Committee because Rizzo was a Committee agent with authority to accept contributions. See 11 C.F.R. §§ 102.8(a), 102.9, 110.1(b)(6); AOs 1992-29; 1989-21; 1980-42. Rizzo deposited the checks, along with other contributions to the Committee, into an account in the Committee's name at the Andover Bank. In addition, it appears that he used the funds for campaign expenses. Rather than "interrupting" the conveyance of the contributions to the Committee, Rizzo embezzled the funds after he had accepted them as an agent of the Committee.

Moreover, the evidence supports the conclusion that the Andover account was a Committee account. The Andover account was in the name of the Committee, and functioned as a Committee account in that contributions were deposited and Committee expenditures were made from the account. Since Rizzo exercised broad authority over virtually every Committee financial

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transaction, including opening accounts, opening the account at the Andover Bank, into which Rizzo deposited loans and other contributions to the Committee, was within the scope of his authority. Rizzo himself contends that he opened the Andover account as an exploratory account, not as his own personal account, and that he made no attempt to hide the account from the Committee. The evidence supports Rizzo's claim that he did not originally intend the Andover account to be his secret account; for example, he discussed the possibility of opening an exploratory account with Kanin and Tsongas. Finally, it appears that the Committee intended to acknowledge and use the account until the violations related to the account transactions became apparent, and that the Committee still claims the contributions deposited into the Andover account. There is no doubt that Rizzo embezzled Committee funds from the Andover account, but Rizzo's misdeeds do not transform the character of the Andover account.

Therefore, the Committee bears responsibility for Rizzo's actions, including: opening the Andover account; accepting excessive and corporate contributions which were deposited into the Andover account; failing to designate the Andover account as a campaign depository; and soliciting loans from eight individual lenders that exceeded their contribution limitations.

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B. REASON TO BELIEVE FINDINGS

1. Designation of Depository

Each political committee shall designate one or more banks or financial institutions as its campaign depository or depositories. 2 U.S.C. § 432(h)(1). All receipts received by a committee must be deposited into a designated depository. 2 U.S.C. § 432(h)(1). No disbursements, other than petty cash disbursements, may be made by a committee except by check drawn on a designated account. 2 U.S.C. § 432(h)(1).

The Committee was aware of the Andover account in January, 1992, at the least, and Rizzo, the Committee's agent opened the Andover account. Yet the Committee did not designate the account as a campaign depository and file amended reports. Moreover, at least $25,046 in legitimate campaign expenses were paid from the Andover account. Therefore, there is reason to believe that the Tsongas for President Committee, Inc., and George Kokinos, as treasurer, violated 2 U.S.C. § 432(h)(1).

2. Loan Transactions

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(A). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R.

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§ 100.7(a)(1)(i)(A). No candidate or political committee shall knowingly accept any contribution made in violation of the limitations on contributions, and no officer or employee of a political committee shall knowingly accept a contribution made for the benefit or use of a candidate in violation of any limitation imposed on contributions. 2 U.S.C. § 441a(f); 11 C.F.R. § 110.9(a).

The evidence reveals that the Committee, through its officers, accepted contributions in the form of loans from eight individual lenders in excess of their individual contribution limitations. Rizzo solicited loans from eight individuals to the Committee totaling $794,000, including $514,000 in checks made payable to the Committee deposited into the Andover account, $200,000 in checks made payable to Rizzo personally but intended to benefit the Committee, and $80,000 deposited into an account of Benco, Inc., Rizzo's consulting company, but intended to benefit the Committee. There is some evidence that Kanin and Tsongas were involved in the solicitation of the $100,000 loan from Lawrence Ansin. Moreover, Kanin was involved in the solicitation of the first loan for $60,000 from Roger Trudeau. Kanin's subsequent attempt to cancel the loan does not vitiate the Committee's liability for this transaction.

Rizzo, Kanin and Tsongas were the three most important Committee officials. As such, they were agents with authority to solicit and accept contributions. All of the lenders relied upon one or more of these individuals. Since all of the loans

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were paid to Rizzo in his capacity as a fundraiser for the Committee, and were intended to benefit the Committee, and influence Tsongas' campaign, they were excessive contributions to the Committee. The evidence reveals that even the checks made payable to Rizzo himself or his company were intended to be contributions to the Committee. Rizzo's receipt of the loan checks constituted the Committee's receipt of the excessive contributions. See AO 1992-29.

Therefore, there is reason to believe that the Tsongas for President Committee, Inc., and George Kokinos, as treasurer, violated 2 U.S.C. § 441a(f) by accepting contributions in the form of loans from Lawrence Ansin, Roger Trudeau, Anastasios Kalogianis, Elkin McCallum, Peter Caloyeras, Michael Spinelli, Thomas Kelley and William Berg which exceeded their individual contribution limitations.

3. Other Excessive and Prohibited Contributions

In addition to the limitations on contributions by individuals, the Act also prohibits corporations from making contributions or expenditures in connection with any federal election. 2 U.S.C. § 441b(a); 11 C.F.R. § 114.2. By the same token, a candidate, political committee or other person is prohibited from knowingly accepting or receiving any corporate contribution. Id.; 11 C.F.R. § 114.2(c).

Moreover, the Commission considers payments made by an individual, including advances by committee staff, from his or her personal funds for costs incurred in providing goods or services to, or obtaining goods and services that are used by

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or on behalf of, a candidate to be in-kind contributions subject to the contribution limits of 2 U.S.C. § 441a(a)(1)(A). 11 C.F.R. § 116.5(b); see Explanation and Justification of Regulations on Debts Owed by Candidates and Political Committees, 55 Fed. Reg. 26383 (June 27, 1989). Advances by committee staff or other individuals to pay for the costs of goods or services provided to a committee are contributions unless the payment is for the individual's own transportation and subsistence costs and the individual is reimbursed within 60 days after the closing date of the billing statement for payments by credit card or within 30 days after the expenses were incurred for other forms of payment. 11 C.F.R. § 116.5(b).

a. Payment of Committee Expenditures

The evidence reveals that Rizzo used personal funds and his credit card to make some Committee expenditures, and the Committee made little or no effort to control his expenditures. The amounts Rizzo advanced for Committee expenditures from his personal accounts were excessive contributions which do not fall within the narrow parameters of the 11 C.F.R. § 116.5(b) exemption for transportation and subsistence expenses reimbursed in a timely manner. The advances to Rizzo were not solely for Rizzo's personal transportation and subsistence, and the reimbursements were not made in a timely manner.

Moreover, Rizzo repaid the $20,000 loan from Spinelli, $15,000 of the loan from Trudeau, and $30,000 of the Berg loan from his personal account or the account of Benco, Inc. Since

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these loans were contributions to the Committee, it follows that Rizzo's repayment of them from his personal funds was an excessive contribution to the Committee.

Therefore, there is reason to believe that the Tsongas for President Committee, Inc., and George Kokinos, as treasurer, violated 2 U.S.C. § 441a(f) by accepting contributions from Nicholas A. Rizzo, Jr. in excess of his individual contribution limitation.

2. Other Contributions Deposited in the Andover Account

The evidence reveals that Rizzo accepted and deposited into the Andover account excessive contributions totaling $29,314, and prohibited contributions totaling $3,571. Therefore, there is reason to believe that the Tsongas for President Committee, Inc. and George Kokinos, as treasurer, accepted $29,314 in excessive contributions from 42 individuals in violation of 2 U.S.C. § 441a(f). In addition, there is reason to believe that the Tsongas for President Committee, Inc. and George Kokinos, as treasurer, accepted $3,571 in corporate contributions in violation of 2 U.S.C. § 441b(a).

9704385303

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 5, 1994

Lyn Utrecht
Oldaker, Ryan & Leonard
818 Constitution Ave., N.W.
Washington, D.C. 20006

RE: MUR 3585
Dennis Kanin & Paul E. Tsongas

Dear Ms. Utrecht:

On January 21, 1994, your clients, Dennis Kanin and Paul E. Tsongas, were notified that the Federal Election Commission found reason to believe that they violated 2 U.S.C. § 441a(f). On February 18, 1994 and June 15, 1994, you submitted materials in response to the Commission's reason to believe findings.

After considering the circumstances of this matter, the Commission determined on November 29, 1994, to take no further action against your clients, and closed the file as it pertains to Mr. Kanin and Mr. Tsongas. The file will be made public within 30 days after this matter has been closed with respect to all other respondents involved.

You are advised that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply with respect to all respondents still involved in this matter. The Commission will notify you when the entire file has been closed.

The Commission reminds you that it is unlawful for a candidate or an officer of a political committee to accept a contribution in excess of the limits set forth in 2 U.S.C. § 441a(a)(1)(A). See 2 U.S.C. § 441a(f). Your clients should take steps to ensure that this activity does not occur in the future.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

James S. Portnoy
Attorney

9750433/853504

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 14, 1994

Philip Nyman, Esq.
Nyman & Gaffney
375 Gorham Street
Lowell, MA 01852

RE: MUR 3585
Michael Spinelli

Dear Mr. Nyman:

On April 12, 1993, the Federal Election Commission found reason to believe that your client, Michael Spinelli, violated 2 U.S.C. § 441a(a)(1)(A). On January 21, 1994, following the decision in FEC v. NRA Political Victory Fund, 6 F.3d 821 (D.C. Cir. 1993), petition for cert. dismissed for want of jurisdiction, No. 93-1151 (U.S. Dec. 6, 1994), the Commission revoted to find reason to believe that your client violated 2 U.S.C. § 441a(a)(1)(A).

At your request, on November 29, 1994, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in

9704378530 5

connection with a mutually satisfactory conciliation agreement, please contact me at (202) 219-3690.

Sincerely,

James S. Portnoy
Attorney

Enclosure
Conciliation Agreement

9704378530 6

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 14, 1994

E. Mark Braden, Esq.
Baker & Hostetler
Suite 1110
1050 Connecticut Ave., N.W.
Washington, D.C. 20036

RE: MUR 3585
Anastasios Kalogianis

Dear Mr. Braden:

On April 12, 1993, the Federal Election Commission found reason to believe that your client, Anastasios Kalogianis, violated 2 U.S.C. § 441a(a)(1)(A). On January 21, 1994, following the decision in FEC v. NRA Political Victory Fund, 6 F.3d 821 (D.C. Cir. 1993), petition for cert. dismissed for want of jurisdiction, No. 93-1151 (U.S. Dec. 6, 1994), the Commission revoted to find reason to believe that your client violated 2 U.S.C. § 441a(a)(1)(A).

At your request, on November 29, 1994, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in

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connection with a mutually satisfactory conciliation agreement, please contact me at (202) 219-3690.

Sincerely,

James S. Portnoy
Attorney

Enclosure
Conciliation Agreement

97043785308

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 14, 1994

Charles F.C. Ruff, Esq.
Covington & Burling
1201 Pennsylvania Ave., N.W.
Washington, D.C. 20044

RE: MUR 3585
Elkin McCallum

Dear Mr. Ruff:

On April 12, 1993, the Federal Election Commission found reason to believe that your client, Elkin McCallum, violated 2 U.S.C. § 441a(a)(1)(A). On January 21, 1994, following the decision in FEC v. NRA Political Victory Fund, 6 F.3d 821 (D.C. Cir. 1993), petition for cert. dismissed for want of jurisdiction, No. 93-1151 (U.S. Dec. 6, 1994), the Commission revoted to find reason to believe that your client violated 2 U.S.C. § 441a(a)(1)(A).

At your request, on November 29, 1994, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in

9704378530 9

connection with a mutually satisfactory conciliation agreement, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Conciliation Agreement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D C 20463

December 14, 1994

W. Edgar Jessup, Jr.
Ervin, Cohen & Jessup
9401 Wilshire Blvd.
Beverly Hills, CA 90211-2974

RE: MUR 3585
Peter B. Caloyeras

Dear Mr. Jessup:

On April 12, 1993, the Federal Election Commission found reason to believe that your client, Peter B. Caloyeras, violated 2 U.S.C. § 441a(a)(1)(A). On January 21, 1994, following the decision in FEC v. NRA Political Victory Fund, 6 F.3d 821 (D.C. Cir. 1993), petition for cert. dismissed for want of jurisdiction, No. 93-1151 (U.S. Dec. 6, 1994), the Commission revoted to find reason to believe that your client violated 2 U.S.C. § 441a(a)(1)(A).

At your request, on November 29, 1994, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in

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connection with a mutually satisfactory conciliation agreement, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Conciliation Agreement

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 14, 1994

Edward C. Cooley, Esq.
Cooley, Manion, Moore
& Jones, P.C.
21 Custom House Street
Boston, MA 02110

RE: MUR 3585
Roger G. Trudeau

Dear Mr. Cooley:

On April 12, 1993, the Federal Election Commission found reason to believe that your client, Roger Trudeau, violated 2 U.S.C. § 441a(a)(1)(A). On January 21, 1994, following the decision in FEC v. NRA Political Victory Fund, 6 F.3d 821 (D.C. Cir. 1993), petition for cert. dismissed for want of jurisdiction, No. 93-1151 (U.S. Dec. 6, 1994), the Commission revoted to find reason to believe that your client violated 2 U.S.C. § 441a(a)(1)(A).

At your request, on November 29, 1994, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in

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connection with a mutually satisfactory conciliation agreement, please contact me at (202) 219-3690.

Sincerely,

Jane J. Whang
Attorney

Enclosure
Conciliation Agreement

9704378531 4

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 14, 1994

Jonathan S. Springer, Esq.
Shaines & McEachern PA
25 Maplewood Ave.
Portsmouth, NH 03801

RE: MUR 3585
Thomas D. Kelley, Jr.

Dear Mr. Springer:

On April 12, 1993, the Federal Election Commission found reason to believe that your client, Thomas D. Kelley, Jr., violated 2 U.S.C. § 441a(a)(1)(A). On January 21, 1994, following the decision in FEC v. NRA Political Victory Fund, 6 F.3d 821 (D.C. Cir. 1993), petition for cert. dismissed for want of jurisdiction, No. 93-1151 (U.S. Dec. 6, 1994), the Commission revoted to find reason to believe that your client violated 2 U.S.C. § 441a(a)(1)(A).

At your request, on November 29, 1994, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in

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connection with a mutually satisfactory conciliation agreement, please contact me at (202) 219-3690.

Sincerely,

Jane J. Whang
Attorney

Enclosure
Conciliation Agreement

9704378531 6

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 14, 1994

David L. Kelston, Esq.
Friedman & Atherton
53 State Street, 27th Floor
Boston, MA 02109

RE: MUR 3585
William Berg

Dear Mr. Kelston:

On April 12, 1993, the Federal Election Commission found reason to believe that your client, William Berg, violated 2 U.S.C. § 441a(a)(1)(A). On January 21, 1994, following the decision in FEC v. NRA Political Victory Fund, 6 F.3d 821 (D.C. Cir. 1993), petition for cert. dismissed for want of jurisdiction, No. 93-1151 (U.S. Dec. 6, 1994), the Commission revoted to find reason to believe that your client violated 2 U.S.C. § 441a(a)(1)(A).

At your request, on November 29, 1994, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in

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connection with a mutually satisfactory conciliation agreement, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Conciliation Agreement

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FOLEY, HOAG & ELIOT
ONE POST OFFICE SQUARE
BOSTON, MASSACHUSETTS 02109-2170
TELEPHONE: (617) 832-1000
CABLE ADDRESS "FOLEYHOAG"
FACSIMILE (617) 832-7000
TELEX 940683

IN WASHINGTON, D.C.
1615 L STREET, N.W.
SUITE 850
WASHINGTON, D.C. 20036
TELEPHONE (202) 775-0600

GREGORY T. MOFFATT
(617) 832-1221

FEDERAL ELECTION COMMISSION MAIL ROOM
Dec 19 9 09 AM '94

December 15, 1994

RECEIVED FEDERAL ELECTION COMMISSION OFFICE OF GENERAL COUNSEL
DEC 19 10 07 AM '94

Confidential
By Telefacsimile

James S. Portnoy, Esquire
Federal Election Commission
Office of the General Counsel
999 E. St., N.W.
Washington, DC 20463

Re: MUR 3585

Dear Mr. Portnoy:

Thank you for sending me a copy of Chairman Potter's December 2, 1994 letter to Carolyn Utrecht, Esquire, and the accompanying Factual and Legal Analysis. I received the copy forwarded to me by Federal Express on December 14, 1994. As you know, the original letter was sent to Ms. Utrecht by certified mail, return receipt requested. You have informed me that the receipt was returned to the FEC by the Postal Service without indication of the date the letter was delivered to Ms. Utrecht.

Because the issues involved with the above-referenced MUR and with the audit report are quite complex and to some degree intertwined, I respectfully ask the Commission, through your office, to grant the Tsongas Committee an additional 20 days to submit factual and/or legal materials responsive to the Factual and Legal Analysis and relevant to the Commission's consideration of the MUR.

We have agreed that, because it cannot be certainly determined when Chairman Potter's letter was delivered to Ms. Utrecht, we will both treat the letter as having been delivered on Tuesday, December 6, 1994. By my calculations, this would set Wednesday, December 21 as the original due date. If your office

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grants the requested extension, the submission will be due by Tuesday, January 10, 1995.

Thank you for your consideration of this matter.

Very truly yours,

Gregory T. Moffatt

cc: Carolyn Utrecht, Esq.
Gary C. Crossen, Esq.
Dennis R. Kanin, Esq.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

FAXED
December 20, 1994

By Fax and Mail

Gregory T. Moffatt
Foley, Hoag & Eliot
One Post Office Square
Boston, MA 02109

RE: MUR 3585 --
The Tsongas Committee, Inc.

Dear Mr. Moffatt:

I write in response to your letter dated December 15, 1994, in which you requested a twenty day extension of time for the Tsongas Committee to respond to the Commission's determination that there is reason to believe that the Committee violated the Federal Election Campaign Act. We have considered your request and will grant it.

You have advised me that the Committee received the Commission's notification letter on December 15, 1994. Accordingly, the Committee's response would have been due on December 30, 1994. In light of the extension, however, the Committee's response will be due on January 20, 1995.

If you have any questions, you may contact me at (202) 219-3690. Please be advised that I will be out of the office for the holidays from December 21, 1994 until December 29, 1994. In my absence, you may contact either Delanie D. Painter or Kenneth E. Kellner at the foregoing number.

Sincerely,

James S. Portnoy
Attorney

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Shaines & McEachern
Professional Association, Attorneys

December 20, 1994

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
DEC 27 9 54 AM '94

Jane J. Whang, Esq.
FEDERAL ELECTION COMMISSION
Room 659
999 E Street, N.W.
Washington, D.C. 24063

RE: Respondent: Thomas D. Kelley, Jr.
MUR: #3585

Dear Ms. Whang:

This will confirm our discussion regarding the above-referenced matter in which we agreed to an extension of the thirty day deadline in which to respond to the proposed Conciliation Agreement; as we agreed Mr. Kelley will respond on or before January 19, 1995. I also understand that if the parties are negotiating in good faith an additional extension may be granted.

I look forward to putting a forward a response in the near future. Of course, all comments contained herein are made without prejudice.

Very truly yours,

SHAINES & McEACHERN, P.A.

BY: _____
Jonathan S. Springer

JSS/kma

cc: Mr. Thomas D. Kelley, Jr.

25 Maplewood Avenue, P.O. Box 360
Portsmouth, New Hampshire 03802-0360
Telephone 603/436-3110; FAX: 603/436-2993

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 12, 1995

VIA FEDERAL EXPRESS

W. Edgar Jessup, Jr.
Ervin, Cohen & Jessup
9401 Wilshire Blvd.
Beverly Hills, CA 90211-2974

RE: MUR 3585
Peter B. Caloyeras

Dear Mr. Jessup:

On December 14, 1994, you were notified that the Federal Election Commission had determined to enter into negotiations directed toward reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe. On that same date you were sent a conciliation agreement offered by the Commission in settlement of this matter.

Please note that conciliation negotiations entered into prior to a finding of probable cause to believe are limited to a maximum of 30 days. To date, you have not responded to the proposed agreement. The 30 day period for negotiations will soon expire. Unless we receive a response from you within five days, this Office will consider these negotiations terminated and will proceed to the next stage of the enforcement process.

Should you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

9704378532

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 12, 1995

VIA FEDERAL EXPRESS

Edward C. Cooley, Esq.
Cooley, Manion, Moore & Jones, P.C.
21 Custom House Street
Boston, MA 02110

RE: MUR 3585
Roger G. Trudeau

Dear Mr. Cooley:

On December 14, 1994, you were notified that the Federal Election Commission had determined to enter into negotiations directed toward reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe. On that same date you were sent a conciliation agreement offered by the Commission in settlement of this matter.

Please note that conciliation negotiations entered into prior to a finding of probable cause to believe are limited to a maximum of 30 days. To date, you have not responded to the proposed agreement. The 30 day period for negotiations will soon expire. Unless we receive a response from you within five days, this Office will consider these negotiations terminated and will proceed to the next stage of the enforcement process.

Should you have any questions, please contact me at (202) 219-3690.

Sincerely,

Jane J. Whang
Attorney

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OLDAKER, RYAN & LEONARD
ATTORNEYS AT LAW
818 CONNECTICUT AVENUE, N.W.
SUITE 1100
WASHINGTON, D.C. 20006

(202) 728-1010
FACSIMILE (202) 728-4044

January 13, 1995

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
Jan 13 12 53 PM '95

VIA FACSIMILE

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

RE: MUR 3585
(The Tsongas Committee, Inc. and
George Kokinos as Treasurer)

Dear Mr. Portnoy:

This confirms my request today for copies of deposition transcripts of the following Tsongas Committee officials and employees involved in the above-referenced matter: Paul Tsongas, Dennis Kanin, David Goldman, George Kokinos and Mary Wong.

In the Factual and Legal Analysis of MUR 3585, the Commission refers to statements made by the above-named individuals. It is our understanding that it is the Commission's policy to provide respondents in a complaint with copies of any deposition transcripts of the respondent upon which the Commission relies. (see MUR 3181). The General Counsel's staff has extensively quoted from and made reference to these depositions in its Factual and Legal Analysis in this matter. In order to fully respond to this Analysis, we need to review these quotes and references in context. We also believe that these depositions provide other evidence that is not referenced in the staff Analysis.

If the Commission is able to provide me with these documents today, then I will be able to file a response by the original response date, January 20, 1995. However, pending the consideration of the request, I request that our deadline for responding be tolled and that we receive an extension of time to properly review these materials and respond to these matters of five business days after receipt thereof or a denial of this request.

I would greatly appreciate your assistance in this matter.

Sincerely,

Lyn Utrecht

Lyn Utrecht

9704378535

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 19, 1995

By Facsimile and Mail

Lyn Utrecht
Oldaker, Ryan & Leonard
818 Constitution Avenue, N.W.
Washington, DC 20006

RE: MUR 3585 -- The Tsongas Committee, Inc.
and George Kokinos, as Treasurer

Dear Ms. Utrecht:

I write in response to your letter of January 13, 1995, in which you requested copies of the deposition transcripts of your clients, Paul Tsongas, Dennis Kanin, George Kokinos, David Goldman, and Mary Wong. In view of the unique circumstances of this case, we will provide you with copies of the deposition transcripts upon receipt of your written agreement to the following conditions:

(1) Access to the transcripts shall be restricted to you, your co-counsel, your legal staff and the deponents; a deponent may have access to his or her own transcript, but shall not have access to the transcript of any other deponent.

(2) Discussion of a transcript shall be limited to persons who are eligible to receive access to that transcript, as provided in paragraph 1, above. Thus, for example, you may not discuss a transcript with a different deponent. Similarly, a deponent may not discuss his or her transcript with any other deponent.

(3) No copies of the transcripts shall be made without the prior written consent of this Office.

(4) The copies shall be returned to this Office upon demand. If you wish to obtain copies of the transcripts for your permanent records, you may order them from the court reporter.

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(5) You will ensure that any person granted access to the transcripts is informed of and agrees to the foregoing provisions.

Please be advised that this Office's decision to make these transcripts available to you in this instance does not constitute a waiver of the Commission's right to deny you access to deposition transcripts in the future. The Commission reserves the right to grant or deny access to deposition transcripts while a matter is pending before the Commission.

In a related matter, in light of the time consumed by our discussions regarding your request for copies of the deposition transcripts, this Office will grant your request to extend the Tsongas Committee's time to respond to the Commission's reason to believe finding from January 20, 1995 to January 27, 1995.

When you have agreed to the foregoing terms, I will release the deposition transcripts to you and authorize the court reporter to provide you with your own copies. Meanwhile, if you have any questions, you may reach me at (202) 219-3690.

Sincerely,

James S. Portnoy
Attorney

9704378537

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 20, 1995

By Hand Delivery

Lyn Utrecht
Oldaker, Ryan & Leonard
818 Constitution Avenue, N.W.
Washington, DC 20006

RE: MUR 3585 -- The Tsongas Committee, Inc.
and George Kokinos, as Treasurer

Dear Ms. Utrecht:

I have received your letter dated January 20, 1995. In light of your acceptance of the terms and conditions set forth in my letter to you dated January 19, 1995, I enclose the following deposition transcripts: Paul Tsongas, Dennis Kanin, George Kokinos, David Goldman, and Mary Wong.

As we discussed, the enclosed transcripts remain the property of the Federal Election Commission. I will authorize the court reporter to provide you with your own copies of the transcripts.

If you have any questions, you may reach me at (202) 219-3690.

Sincerely,

James S. Portnoy
Attorney

Enclosures
Deposition Transcript of Paul Tsongas
Deposition Transcript of Dennis Kanin
Deposition Transcript of George Kokinos
Deposition Transcript of David Goldman
Deposition Transcript of Mary Wong

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DUE TO THEIR BULK, THE DEPOSITIONS CAN BE FOUND AT THE END OF THIS FILE.

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January 20, 1995

James S. Portnoy, Esq.
Office of the General Counsel
Federal Election Commission
999 E Street, NW
Washington, DC 20463

Re: MUR 3585
The Tsongas Committee, Inc. and
George Kokinos, as Treasurer

Dear Mr. Portnoy:

This letter confirms that I agree to adhere to the following conditions as set forth in your letter of January 19 in order to receive the deposition transcripts of my clients, Paul Tsongas, Dennis Kanin, George Kokinos, David Goldman and Mary Wong, in the above-referenced matter:

(1) Access to the transcripts shall be restricted to myself, my co-counsel, my legal staff and the deponents; a deponent may have access to his or her own transcript, but shall not have access to the transcript of any other deponent.

(2) Discussion of a transcript shall be limited to persons who are eligible to receive access to that transcript, as provided in paragraph 1, above.

(3) No copies of the transcripts shall be made without the prior written consent of the General Counsel's Office.

(4) The copies shall be returned to the General Counsel's Office upon demand. If I want to obtain copies of the transcripts for my permanent records, I may order them from the court reporter.

(5) I will ensure that any person granted access to the transcripts is informed of and agrees to the foregoing provisions.

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Upon receipt of this agreement, please call me so that I may send someone from my office to come pick up the transcripts.

Sincerely,

Lyn Utrecht

Lyn Utrecht

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3585
The Tsongas Committee, Inc.	)	
and George Kokinos, as Treasurer	)	

RESPONSE OF THE TSONGAS COMMITTEE, INC. AND GEORGE KOKINOS, AS TREASURER, TO FEC FINDING OF REASON TO BELIEVE

This response is filed on behalf of the Tsongas Committee, Inc. ("the Committee") and George Kokinos, as treasurer, to the finding by the Federal Election Commission ("FEC" or the "Commission") that there is reason to believe the Committee and Mr. Kokinos violated 2 U.S.C. §§ 432(h)(1), 441a(f), and 441b(a) of the Federal Election Campaign Act of 1971, 2 U.S.C. § 431 et seq. ("FECA" or the "Act").

This matter was brought to the Commission's attention by the Tsongas Committee itself at a meeting on June 17, 1992.[1] At issue here is the diversion and embezzlement of funds by Nicholas Rizzo from the Committee. Mr. Rizzo is currently serving a 52 month sentence for his conviction on 26 counts of an Indictment captioned United States v. Nicholas A. Rizzo, 93-10056-T (U.S.D.C., D. Mass.). The counts on which Mr. Rizzo was convicted include five counts of mail fraud, one count of money laundering, 15 counts of criminal violations of the FECA, four counts of false statements, and one count seeking a criminal forfeiture. In addition to the prison sentence

[1] On June 10, 1992, Anthony Sutin, attorney for the Committee, contacted the FEC audit staff to arrange for a meeting to bring this matter to the Commission's attention.

imposed, Mr. Rizzo was also ordered to pay restitution to eight victims in an amount totalling $899,000, and further ordered to forfeit $600,000 to the United States Government.

The Committee believes that the Commission's finding in this case is based on the legally incorrect and fundamentally unfair notion that the Committee should be held culpable for alleged violations of the FECA arising out of Mr. Rizzo's criminal scheme to solicit illegal funds and divert Committee contributions and convert them to his own personal use. For the reasons set forth below, we believe that the Commission should find that the Committee was not responsible for the actions of Mr. Rizzo that resulted in the alleged violations and close the file in this matter.[2] In the alternative, we urge the Commission to conclude that under these circumstances, in which, as previously recognized by the Department of Justice and the United States District Court, the Committee itself was clearly victimized and was deprived by Mr. Rizzo's fraud of at least $189,737 in contributions intended for the Committee, it would be fundamentally unfair to further penalize the Committee. Therefore, the Commission should take no further action and close the file in this matter.

Indeed, we would go so far as to say that the Factual and Legal Analysis ("staff Analysis") adopted in this matter produces a totally absurd result. By concluding that Mr. Rizzo was acting within the scope of his authority and by following this analysis to its ultimate conclusion, the staff Analysis reaches the incredible result that the Committee not only accepted illegal and excessive contributions by virtue of the loans it never received or used, but further that Mr. Rizzo's

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[2] The alleged violations are all premised on the artificial construct that the Committee **had** the money Mr. Rizzo diverted to his own personal use, while the Analysis concedes that the funds diverted (other than $25,046) were not in fact used for Committee expenses.

repayment of a total of $65,000 of those loans was also a violation by the Committee, in that his repayment of the funds he borrowed constituted an excessive contribution from him. Apparently this means that if Mr. Rizzo makes restitution to the lenders, as ordered by the Court at his sentencing, the Committee would have accepted the $794,000 in excessive loans **twice**, when it never got the money at all.[3] The only corrective option available to the Committee under the staff's theory would be to repay a total of $794,000 that it did not receive and certainly does not have. By the same reasoning, the restitution of lawful contributions diverted by Mr. Rizzo to the Committee, again ordered by the United States District Court, would also apparently be an excessive contribution to the Committee when and if Mr. Rizzo repays the Committee. Surely, this fact alone compels the rejection of this legal analysis.

Finally, we do not believe that the facts as summarized in the Factual and Legal Analysis present a full and complete picture of what occurred. The facts in this matter are important to establish two key points. First, we believe that a correct recitation of the facts clearly establishes that Mr. Rizzo was not acting as an agent of the Committee when he diverted funds to his personal use, because he was not acting with an intent to benefit the Committee. Second, we believe that a full and fair recitation of the facts compels the conclusion that it would be inequitable to further penalize the Committee even if Mr. Rizzo was deemed to have acted within the scope of his authority for the benefit of the Committee.

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[3] The Commission's second finding of reason to believe on p. 37 holds the Committee in violation based on the $794,000 in loans. The Commission's third finding on p. 39 holds the Committee in violation based on the repayment of $65,000 of this amount by Mr. Rizzo to the lenders. Thus, the Committee is penalized twice for the amount that was in fact repaid by Mr. Rizzo.

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I. Mr. Rizzo was not acting as an agent of the Tsongas Committee when he fraudulently solicited, embezzled and diverted funds to his own benefit.

The entire legal theory of Committee culpability in this case is centered on the incorrect application of principles of the law of agency to the facts of this matter. The Committee has never disputed that Mr. Rizzo was in general terms an "agent" of the Committee. The question is whether or not he was acting within the scope of his authority when he set up a secret bank account under his own social security number and diverted funds to that account for his own use. The staff Analysis correctly cites the 3-part legal standard for determining whether these actions were within the scope of his authority. Unfortunately, the Analysis simply fails to apply the third part of the test. With the proper application of that test, it is clear that Mr. Rizzo was not acting within the scope of his authority when he defrauded lenders, contributors and the Committee by diverting funds to his personal benefit.

There is no doubt that the Committee endowed Mr. Rizzo with authority to act on its behalf as a fundraiser. There is no doubt that Mr. Rizzo was perceived as having authority to act on the Committee's behalf in raising funds. His "actual" or "apparent" authority to solicit contributions to the Committee, however, does not in any way answer the question of whether he was acting within the scope of his authority when he solicited illegal funds for his own use and diverted lawful contributions to his own benefit. Under the applicable legal standard cited by the staff Analysis, the real question is whether his acts were motivated, at least in part, by an intent to benefit the Committee. It is obviously not the case. It is also clear that the staff Analysis does not even address this question.

The Analysis acknowledges that "the conduct of an agent is within the scope of his authority if:

> (a) it is of the kind he is employed to perform; (b) it occurs substantially within the authorized time and space limits; [and] (c) it is actuated, at least in part, by a purpose to serve the master."

Restatement (Second) of Agency, § 228(1).

It is the motivation of the agent to serve the master that is at issue here, and it is clear that Mr. Rizzo's purpose with respect to the actions as to which reason to believe has been found was not in any part to further the interests of the Tsongas Committee.

The law in the First Circuit clearly requires that in order for an agent to be found to have acted within the scope of his employment, and thus for an entity to be held liable for the criminal acts of the agent, "those acts must be motivated -- at least in part -- by an intent to benefit the [entity]."[4] United States v. Cincotta, 689 F.2d 238, 242 (1st Cir.), cert. denied sub nom. Zero v. United States, 459 U.S. 991 (1982); Veranda Beach Club, L.P. v. Western Surety Co., 936 F.2d 1364, 1373 (1st Cir. 1991) (same -- citing Wang Laboratories, Inc. v. Business Incentives, Inc., 398 Mass. 854, 501 N.E.2d 1163, 1166 (1986) (stating Massachusetts law)); Lennon v. Walsh, 798 F. Supp. 845, 848 (D. Mass. 1992) (same); see also United States v. Peters, 732 F.2d 1004, 1008 (1st Cir. 1984) (corporation's conviction for conspiracy and insurance fraud affirmed where agents' filling out false claims actually benefited corporation); Hunt v. Weatherbee, 626 F. Supp. 1097, 1103 (D. Mass. 1986) (agent's criminal act may fall within scope of employment if the agent is

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[4] The acts at issue in this matter took place within the jurisdiction of the United States Court of Appeals for the First Circuit. Should the Commission choose to bring a civil action to enforce the matter, First Circuit precedent would be the applicable law.

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"actuated by the principal's business purposes 'to any appreciable extent.'") (quoting Local 1814, Int'l Longshoremen's Ass'n v. National Labor Rel. Bd., 735 F.2d 1384, 1395 (D.C. Cir. 1984) (in turn quoting Restatement (Second) of Agency, § 228(1) at 504 (1957)).

The law of other circuits is in accord. E.g., United States v. One Parcel of Land, 965 F.2d 311, 317 (7th Cir. 1992) ("agent is outside the scope of his employment when he is not acting at least in part for the benefit of the corporation, and any knowledge the agent obtains is not imputed to the corporation"); D&S Auto Parts, Inc. v. Schwartz, 838 F.2d 964, 967, (7th Cir. 1988) ("employer may be vicariously liable (under provisions of RICO statute) only for employee action taken within the scope of employment, that is, with intent to benefit the employer"); United States v. Automated Medical Laboratories, Inc., 770 F.2d 399, 407 (4th Cir. 1985) (same).

On page 29, the staff Analysis asserts that under apparent authority cases, "a principal is not relieved of liability simply because an agent with apparent authority acts for his own benefit."[5] In reliance therefor, the Analysis cites to American Soc'y of Mechanical Engineers, Inc. v. Hydrolevel Corp., 456 U.S. 556 (1982) (hereinafter "ASME"). Two key factors distinguish ASME from the Matter now before the Commission. First, as the Court's opinion makes clear throughout, its decision with respect to an agent's apparent authority in ASME is inextricably tied to the congressional intent underlying the federal antitrust laws. Id. at 570. Second, and more to the

[5] The Analysis refers, on page 29 and in footnote 37, to the following: (1) ways in which apparent authority may come to exist, (2) the general concept that a principal may be held liable based on apparent authority for an agent's unauthorized and/or illegal acts, (3) that liability may attach where a principal places his agent in a position to commit such acts, and (4) where the principal is negligent or reckless in supervising the agent's activity. These points, which the Committee does not challenge as general principles of agency law, are inapposite to the key questions posed by this matter, i.e., whether Mr. Rizzo's acts were undertaken, at least in part, to benefit the Committee, and whether he was in fact acting within the scope of his agency at all.

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point, although ASME involved the perpetration of intentional misrepresentations by ASME's agent, the fraud was solely directed against third parties, not against ASME itself. Id. at 559-65. Not one of the cases cited at page 568 in the ASME Court's decision, and relied upon without discussion in the Analysis, involves a fraud of the agent upon the principal itself.

The law recognizes an "adverse interest exception" to the more general rule of agency imputation relied upon in the Analysis. Thus, in instances where an agent's motive and conduct demonstrate that he has abandoned his principal's interest and is acting to defraud his principal, entirely for his own or another's benefit, neither the agent's knowledge nor his unlawful conduct will be imputed to the principal. E.g., In re: Maxwell Newspapers, Inc., 164 B.R. 858, 866 (Bkrtcy. S.D.N.Y. 1994). The rationale for this exception is clear and based on common sense. The law will not presume that a wrongdoer would perform his usual duty to disclose all material facts regarding his action to his principal if such disclosure would end up revealing his fraud. Id.

The adverse interest exception is discussed at length in 3 Am. Jur. 2d (Agency), § 290 at 794 et seq. (Law. Co-op. 1986). The treatise states as follows:

> Where the conduct and dealings of an agent are such as to raise a clear presumption that he will not communicate to the principal the facts in controversy, as where the agent ... is acting fraudulently against the interests of the principal, or for any other reason has a motive or interest in concealing the facts from his principal, then, contrary to the general rule, the knowledge of the agent is not imputed to the principal. This is the case where the agent is engaged in committing an independent fraudulent act of his own account and the facts to be imputed relate to this fraudulent act so that the communication of such facts to the principal would necessarily prevent the consummation of the fraud.... This rule also applies where the agent is engaged in prosecuting some fraudulent or illegal enterprise the success of which would be impaired or defeated by the disclosure to his principal of the notice or knowledge sought to be imputed. In all such cases, it is obvious that the agent will not communicate the true facts to the principal and there is no latitude for any presumption that he will.

3 Am. Jur. 2d (Agency), § 290 at 794-95 (numerous citations omitted).

The test here is whether the purpose of Mr. Rizzo's violative actions was to benefit the employer (as noted in the Restatement cited by the staff Analysis) and not necessarily whether there was in fact some incidental benefit to the employer.[6] Old Monastery Company Co. v. United States, 147 F.2d. 905 (4th Cir.) (the existence of a benefit vel non is recognized, however, as having evidentiary value relative to the question of the corporate entity's liability), cert. denied, 326 U.S. 734 (1945); Automated Medical Laboratories, Inc., 770 F.2d. at 407. "But while benefit is not essential in terms of result, the purpose to benefit the corporation is decisive in terms of equating the agent's action with that of the corporation." Standard Oil Co. of Texas v. United States, 307 F.2d. 120, 128 (5th Cir. 1962) (where agent's fraudulent acts in violation of 15 U.S.C. § 715 et seq. were not intended to benefit defendant corporation, those acts were not imputable to corporation; conviction reversed and judgment rendered in favor of corporation) (emphasis supplied).

In Automated Medical Laboratories, Inc., the United States Court of Appeals for the Fourth Circuit recognized that the "basic purpose" of requiring that an agent have acted with an intent to benefit the corporation

> is to insulate the corporation from criminal liability for actions of its agents which be [sic] inimical to the interests of the corporation or which may have been undertaken solely to advance the interests of that agent or of a party other than the corporation.

770 F.2d. at 407 (emphasis in original) (citing Standard Oil Co. of Texas, 307 F.2d 120; W. LaFave and A. Scott, Jr., Criminal Law § 33 (1972)).

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[6] The critical point is not whether there were any incidental Committee expenses paid, but rather what Mr. Rizzo's purpose was in establishing the undisclosed Andover account and diverting funds to it.

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In light of the case law from the First Circuit and other circuits, it is clear that the Committee could not be held vicariously liable for Mr. Rizzo's criminal actions, unless Mr. Rizzo's actions were intended to benefit it. The facts clearly demonstrate that Mr. Rizzo's intention was to divert funds to his personal use and to defraud, not to benefit the Committee.

Mr. Rizzo opened an undisclosed bank account at the Andover Savings Bank (the "undisclosed Andover account") in the name of the Tsongas Committee two days before opening, along with Committee Treasurer S. George Kokinos, the Committee's authorized account at BayBank Middlesex.[7] Mr. Rizzo opened the undisclosed Andover account using his own social security number, rather than the Committee's federal taxpayer identification number. The timing of the opening of the two accounts in and of itself indicates that Mr. Rizzo had a secret purpose, inimical to the interests of the Committee, in opening the undisclosed Andover account. Further, despite Mr. Rizzo's apparent recent protestations to the contrary, the undisclosed Andover account was not, and could not have been, an exploratory account. No exploratory account was necessary in light of the fact that the Committee opened its regular, authorized campaign account a mere two days after the undisclosed Andover account was opened.[8] Also, if Mr. Rizzo's purpose in opening

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[7] The staff Analysis assertion that Mr. Rizzo had "virtually unlimited authority over the Committee's finances," Factual and Legal Analysis at 4, is undercut by the fact that Mr. Rizzo never had signatory authority over the Committee's authorized accounts.

[8] On page 5, first paragraph, the Analysis states that "While Kanin believes that 'the decision was not to have an exploratory account' because 'we were going to have a campaign account anyway', he could not 'positively recall' if a firm decision against having an exploratory account was made." What Mr. Kanin could not "positively recall" was whether the Committee made a formal explicit decision not to have an exploratory account. This has no real significance; the significant fact was that no affirmative decision to authorize the opening of an exploratory account was ever made - a fact that Mr. Kanin has no doubt about. As far as Senator Tsongas and Mr. Kanin were concerned, the issue had been decided by the very act of opening an authorized campaign account.

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a separate account was in any way meant to benefit the Committee, there is no apparent logic to this choice to go to a separate bank. The more logical conclusion flowing from this maneuver is that Mr. Rizzo hoped to keep the Committee from learning of the existence of the undisclosed Andover account by some chance means, such as a bank official innocently referring to the undisclosed account to another Committee staff person. This matter presents the classic case of an agent who defrauds his principal and goes to great lengths to keep that fact hidden.

Mr. Rizzo's apparent statement to the legal staff that "he made no attempt to hide the account from the Committee," Legal and Factual Analysis at 4-5, is disingenuous at best. It is, in fact, called into dispute by Mr. Rizzo's own counsel at his sentencing hearing, "as a matter of fact, even after this account became public -- when I say 'public,' public to Mr. Kanin, public to Mr. Goldman, which happened by the way in February of 1992 -- he continued for months thereafter to raise funds to reduce the campaign deficit." Rizzo Sentencing Hrg. Tr. at 48. The legal staff heard consistent testimony from at least Dennis Kanin, David Goldman, Mary Wong and George Kokinos, of the Committee's efforts exerted to disgorge any information regarding the undisclosed Andover account after it first came to the Committee's attention during the last weekend of January, 1992.

The Committee's position that it was a victim of Mr. Rizzo's fraud was shared by the federal prosecutors who obtained the conviction against Mr. Rizzo. Rizzo Sentencing Hrg. Tr. at 37, 41, 44. The government, following an extensive investigation into the facts relating to Mr. Rizzo's fraud and into the activities of the Committee, did not initiate criminal proceedings against the Committee under an agency theory. Moreover, the government proposed and received a restitution order in favor of the Committee.

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Further, the staff Analysis indicates that $25,046 in legitimate Committee expenses were paid out of the undisclosed Andover account. The small amount of money utilized to pay for Committee expenses in no way changes the character of the diverted funds placed in the undisclosed Andover account, and does not signify an intent on the part of Mr. Rizzo to benefit the Committee by his actions. The purpose of the account was clearly to benefit Mr. Rizzo personally at the expense of the Committee and the lenders. That this is so is patently clear from Mr. Rizzo's conduct and dealings with respect to the account, including his prolonged attempts to maintain its secrecy from the Committee, and then, when that was no longer possible, to keep the Committee from learning of its size and nature. This situation is entirely distinct from situations where a wrongdoing agent defrauds a third party and intends his principal to reap some benefit, however minor. In this case, the Committee is one of the principal parties victimized by the larcenous acts of Mr. Rizzo.

To suggest that the $25,000 represents a "benefit" to the Committee is analogous to the following hypothetical: An office employee goes to the bank to deposit checks and get cash for his employer, and on the way back to the office, he removes $200.00 intended for the petty cash box. A delivery person then stops by at the office, and the embezzler needs to pay him $10.00 for the delivery charge. The petty cash box being empty, the embezzler takes the money from the stolen funds. It is nonsensical to suggest that the employer could be held vicariously liable for the agent's crime, although that is precisely what the staff Analysis suggests should happen in this matter.

It is thus clear that under correctly applied principles of agency law, the Committee has not and would not be found by the courts to be responsible for the criminal actions of Mr. Rizzo. Accordingly, the Commission should take no further action and close the file in this matter.

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II. The Tsongas Committee was victimized by Mr. Rizzo's criminal activity and no purpose of the Federal Election Campaign Act is served by punishing the Committee for his criminal conduct.

Most of the focus of the staff Analysis in this matter is on the solicitation by Mr. Rizzo of the $794,000 in loans. These funds obviously would never have been available to the Committee because they were clearly impermissible. Although these loans have been the primary focus of the staff investigation into this matter, that is not the extent of Mr. Rizzo's crime against the Committee. He also deposited $189,737 in contributions intended for the Committee into this account and used all but $25,046 of that amount for his own purposes.[9]

The Committee was deprived of these contributions at a critical time during the nomination process. Had the Committee received these contributions, the Committee could also have submitted them for matching. Thus, Mr. Rizzo's theft of this money effectively deprived the Committee of at least $156,852 in indisputably permissible but diverted contributions, plus approximately $75,000 in matching funds the Committee would have been entitled to receive if the legally permissible contributions had been deposited into a Committee account. This pattern of diversion occurred at a time when that amount of money could have supported the viability of the campaign and ultimately allowed Senator Tsongas to remain in the race. The staff Analysis does not even acknowledge the harm caused to the Committee by Mr. Rizzo's conduct. Rather, the

[9] Mr. Rizzo was diverting legitimate campaign contributions that the Committee assumed would be deposited in the only authorized (BayBank) account. As to the $25,000 in the legitimate Committee expenses, these account for approximately 3% of the monies that passed through the Andover account. Furthermore, the Committee never knew these expense checks were paid out of the Andover office. The Committee believed that Mr. Rizzo was having these expenses written against the BayBank account, just as all other expenses were paid.

entire approach is to seek ways to blame the Committee for the theft that sent Mr. Rizzo to prison--a theft in which the Committee was one of the victims, not the perpetrator.

The Commission's action in this case seems to be premised on the notion that the Committee must be held responsible for Mr. Rizzo's actions in order to protect the integrity of the public financing process. **This case has nothing to do with public financing.** No public funds were involved. As a result of Mr. Rizzo's theft of lawful contributions, the Committee received less in public funds than it was entitled to receive, not more. No public funds were commingled with the stolen funds. There was not even any material disclosure failure involved. The $25,046 in undisclosed disbursements that apparently related to the campaign was an immaterial amount. The only failure to disclose **had nothing to do with the Committee and its expenditures.** Obviously Mr. Rizzo did not disclose his receipt of the funds converted to his own personal use or the disbursement of those funds to pay his own personal debts. He stole the money and did not report it. That has nothing to do with the public financing system or with the Federal Election Campaign Act.

This situation is unprecedented. The way to prevent its reoccurrence in the future is not to punish the Committee, nor is it to set an impossibly high standard of conduct and responsibility for committees accepting public funds. The way to deter this activity is to let the criminal justice system deal with it. That is what happened in this case and it is sufficient both as a remedy and a deterrent. Mr. Rizzo is in prison. That is likely to be a far better deterrent against this type of fraud in the future than punishing the Committee also for the crime committed against it.

No standard of care developed by the Commission in the course of this MUR can prevent against a deliberate scheme to steal money from a Committee or prevent a concerted criminal effort

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to trick contributors and divert their contributions to personal use. Acknowledging that this type of criminal activity does not warrant punishment of the victimized committee does not erode the Commission's enforcement authority or the enforcement of the Act.

Moreover, it is not at all difficult to distinguish between this type of deliberate criminal activity punished through the criminal justice system and other actions of committee agents for which committees should generally be held responsible. For example, the Tsongas Committee did not dispute that the bank account set up by supporters in Texas unbeknownst to the Committee officials in Boston was a responsibility of the Committee. Because that account was established for the benefit of the Committee and not for anyone's personal benefit, the Committee took full responsibility for this account, including the minor violations that arose as a result of the Committee officials' lack of knowledge of the account's existence.

Finally, although we do not believe that it is relevant to determining the appropriate disposition of this matter, there was no negligence on the part of the Committee here. The staff Analysis takes great pains to enumerate instances that in their view should have given Committee officials sufficient clues that Mr. Rizzo was not fully familiar with the FEC regulations. In retrospect, it is easy to suggest that Committee officials should have questioned Mr. Rizzo's knowledge of election law, but **how on earth does that lead to the conclusion that the Committee should have had any reason to believe that Mr. Rizzo would have deliberately engaged in a scheme to solicit and convert nearly $1,000,000 to pay his own personal debts?** The fact that he may have remembered the old version of the FEC regulations that allowed exploratory committees to accept excessive contributions provided they were repaid prior to the

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time the individual became a candidate is not in the least bit suggestive of a criminal intent to steal money from potential contributors.[10]

All of the facts painstakingly discussed in the Analysis regarding the history of Mr. Rizzo with the candidate and his prior experience assisting the candidate in fundraising actually compel the opposite conclusion from that reached by the staff Analysis. The Committee and the Candidate had every reason to believe that Mr. Rizzo was loyal to the Candidate and would do nothing to harm his candidacy or his reputation. It was inconceivable to them that he would do so-- certainly with a theft of this magnitude. Even at the time that the existence of the Andover account was discovered, there was no reason for the Committee to doubt his representations that the account did not have significant deposits. Certainly, there was no indication at that time that Mr. Rizzo would have engaged in a scheme to steal nearly $800,000 from unwitting supporters or $189,000 in contributions, at least $156,852 of which was indisputably legitimate, from the campaign itself.

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[10] The staff Analysis suggests that Dennis Kanin should have suspected Mr. Rizzo's knowledge of the law (and apparently his motives) when Mr. Kanin learned that there was no such thing as a "soft" money account or an exploratory account that could accept unlimited funds after the question arose with respect to the Trudeau loan. While the staff seems puzzled as to why this did not alarm Mr. Kanin, the fact is that under prior FEC regulations individuals who engaged in testing-the-waters could accept unlimited contributions from individuals to make exploratory expenditures provided that these funds were repaid prior to candidacy. The fact that this rule had changed and Mr. Rizzo claimed to be unaware of that would not in any way suggest that he had criminal intent to solicit prohibited funds and convert them to his own use. Nor would it suggest that Mr. Rizzo was incompetent to raise funds for the Committee. In fact, if anything, the fact that the question came up, that Mr. Kanin checked on the answer, that he advised Mr. Rizzo of his mistake, and that Mr. Rizzo agreed that he would not accept the loan suggests that the Committee's efforts and controls to ensure compliance were working (so long as Mr. Rizzo's intentions were not criminal).

As described more fully below, the pertinent facts demonstrate clearly that the Committee was one of the victims in this matter and that the Committee acted in an appropriate manner in bringing Mr. Rizzo's actions to the Commission's attention.

III. The facts elicited in this investigation demonstrate that Mr. Rizzo was not acting within the scope of his authority when he perpetrated this fraud against lenders, contributors and the Committee.

The Committee disagrees with numerous characterizations of the relevant facts in this matter as set forth in the staff Analysis. The conclusion of this section is a point-by-point review of the factual statements which the Committee contends are either inaccurate or incomplete statements as supported by the testimony received by the Commission to the extent that the Committee has access to it. Before addressing these specific facts, however, we believe that there are several key factual issues that are critical to reaching an equitable determination in this matter.

A. Key Issues of Fact

1. The facts establish that from the outset Mr. Rizzo intended to convert these funds to his personal use. Mr. Rizzo established the undisclosed Andover account in complete secrecy, on March 8, 1991, two days before he assisted the Committee in establishing its authorized committee account.[11] He chose to establish the rogue account at a separate bank in the same city as that where the Committee's authorized account was established, apparently in order to safeguard against the possibility of its inadvertent discovery. He made himself the sole signatory to

[11] Obviously, Mr. Rizzo did not have authority to open Committee accounts on his own; otherwise, he would not have had the Treasurer open the Committee's authorized account with him. In fact, Mr. Kokinos had to execute all the authorizing documents including the document notifying the FEC of the account. This fact alone belies the assertion in the staff Analysis that Mr. Rizzo ever had "virtually unlimited authority" over Committee finances. Factual and Legal Analysis at 4. The fact that Mr. Rizzo opened the undisclosed Andover account without Mr. Kokinos shows that he intended that account for his personal use.

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the undisclosed Andover account, though he was never a signatory to the Committee's account. Although he opened the account in the name of the Committee, he used his social security number to do so, rather than the Committee's federal taxpayer identification number. For whatever reason, the Andover Savings Bank allowed him to open an entity account with a social security number rather than requiring mandated authorizing documents. He initially channeled $2,000.00 in diverted lawful contributions into the account, and on March 11, the day after the Committee's account was opened, he deposited $100,000 representing the proceeds of the loan he solicited from Lawrence Ansin. $100,000 was almost immediately withdrawn from the Andover account in the form of two checks, one for $75,000 dated March 11 and made payable to "N. Rizzo," and a second for $25,000 dated March 12 and made payable to "Benco," Mr. Rizzo's company. Those checks were deposited into Mr. Rizzo's personal and business accounts. The Andover account was established by him for this specific type of fraudulent activity.

2. **At no time was any other official or agent of the Committee or the Candidate aware of Mr. Rizzo's embezzlement or of its magnitude until the discovery in May and June of 1992, based on review of the Andover account bank records.** At that time, the Committee moved quickly to discover what had happened and to bring the matter to the attention of the FEC.

As discussed elsewhere, the Committee first learned of the existence of the undisclosed Andover account on Saturday, January 25, 1992. Literally within minutes of that discovery, Dennis Kanin called Mr. Rizzo to question him about the account. Mr. Rizzo made up an excuse that he had opened it as an exploratory account, and that a few checks might have been mistakenly deposited there. The next morning, Mr. Kanin requested F. Michael Kail, Esq., to come from

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Washington, D.C. to Boston to make an investigation. Mr. Kail met with Mr. Rizzo the following day, and again in mid-February, and repeatedly attempted to get documentation regarding the size and history of the account. Mr. Rizzo repeatedly promised to provide the information, but did not do so. He gave Mr. Kail limited documentation which seemed to indicate that there were, at most, technical violations that could be remedied by simple amendments to the FEC reports, rather than criminal activity.

Thereafter, Mr. Kokinos attempted to obtain information from Mr. Rizzo. He too was put off by Mr. Rizzo, although Mr. Rizzo ultimately gave Mr. Kokinos copies of checks totalling approximately $20,000, which Mr. Rizzo represented as being the totality of activity in the account. Then, in mid-Spring, after Senator Tsongas had suspended his campaign, Mr. Rizzo was admitted to a hospital. He was released, but claimed to have cancer, and because of purported treatments, was unable to provide Mr. Kail and the Committee the documentation they were seeking on as rapid a schedule as they were demanding. Mr. Rizzo also claimed to have inadvertently destroyed the account records.

As a result of discussions between Mr. Kokinos, Committee counsel L. Anthony Sutin, Esq., and Mr. Kanin, on May 26, 1992, Mr. Kokinos decided to call Andover Savings Bank directly to attempt to obtain documents relating to the account. Mr. Kokinos learned from a bank manager that Mr. Rizzo had just filed a request for copies of documents from the account on May 22, 1992. The bank manager agreed to fax to Mr. Kokinos the account's statements, which was the only information which had so far been reproduced by the bank staff. The bank sent Mr. Kokinos fax versions of the statements on May 27, 1992, and it was at that point, for the first time, that the Committee began to learn the enormous amounts of money that had flowed through the account.

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Based on the Committee's discovery, Mr. Sutin set up a meeting with Mr. Rizzo to make further investigation. That meeting was held on June 8, 1992 and included Mr. Kanin, Mr. Sutin, Mr. Kokinos, Mr. Goldman and Mr. Kail. Mr. Rizzo discovered at that meeting that the Committee had a general idea of the amount of money involved in the undisclosed Andover account. Two days later, Mr. Sutin contacted the FEC. It was not until still later in June, after the Committee formally disclosed its discovery of the account to the FEC on June 17, that Mr. Rizzo turned over to Mr. Kokinos photocopies of checks detailing the bulk of the activity in the account.

3. Neither the Candidate nor Mr. Kanin were aware that the loans were made. The Analysis suggests that officials of the Committee must have known that at least two of the loans solicited by Mr. Rizzo had been made. The Committee has set forth its position with respect to these matters in exhaustive detail, as have Senator Tsongas and Mr. Kanin in their deposition testimony. To summarize briefly, however, the Committee stresses the following points.

First, Senator Tsongas and Mr. Kanin understood that Mr. Rizzo had approached Lawrence Ansin about paying for having copies made of A Call To Economic Arms, the Tsongas campaign manifesto. Based on representations of Mr. Rizzo to Senator Tsongas and Mr. Kanin, they understood this to be a permissible exploratory expense. They did not understand that Mr. Rizzo had solicited a loan from Mr. Ansin in the amount of $100,000.[12]

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[12] On page 7, Footnote 13, the Analysis states that Mr. Rizzo told Senator Tsongas and Mr. Kanin that Mr. Ansin was loaning $100,000 to get the campaign started. The statement ascribed to Mr. Rizzo is not true. There was never any discussion by Senator Tsongas and Mr. Kanin with Mr. Ansin present of an Ansin loan, nor was there any discussion by Senator Tsongas and Mr. Kanin with Mr. Rizzo about Mr. Ansin providing the Committee with a check.

Footnote 13, further states that "Ansin told [Steven] Joncas that he 'lent Paul, the committee... the $100,000' in order to get Tsongas' 'ideas out.'" The inaccuracies here have already been addressed, but it is noteworthy that Mr. Joncas' conversation with Mr. Ansin is cited. This comment reinforces what Mr. Kanin told the FEC at his deposition -- that his understanding

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Further, although the issue was discussed at one point in late winter or early spring of 1991, neither Senator Tsongas nor Mr. Kanin understood that an exploratory account was ever opened to accommodate any funds received from Mr. Ansin, or for any other purpose.[13] An exploratory account would have been a redundancy as of the time the Committee's authorized account was opened in early March 1991. In fact, no exploratory account was ever opened, although that is how Mr. Rizzo described the undisclosed Andover account to Mr. Kanin when Mr. Kanin discovered its existence in January 1992. In addition, Mr. Rizzo removed the proceeds of the Ansin loan from the undisclosed Andover account within a few days of depositing the funds.[14] None of the money received by Mr. Rizzo from Mr. Ansin has been demonstrated to have paid for publication of any copy of A Call To Economic Arms.

With respect to the $60,000 loan to Mr. Rizzo from Roger Trudeau, Mr. Kanin has acknowledged that he attended a lunch with Messrs. Rizzo and Trudeau in August 1991. Mr. Kanin understood that Mr. Rizzo was going to solicit Mr. Trudeau for a "soft money" contribution

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was that Mr. Ansin's loan was for the books. Mr. Kanin obviously did not know it was for $100,000 since that would have paid for a lot more than the books.

On page 8, 1st paragraph, the Analysis states: "Rizzo contends that Kanin and Tsongas should have been aware that Rizzo would open an exploratory account because of their involvement in the solicitation of the Ansin loan for exploratory expenses." No exploratory account was ever discussed with reference to Mr. Ansin. Mr. Kanin was led to believe that Mr. Ansin paid the printer directly for the books.

[13] The question of an exploratory account was discussed at a meeting on March 7 or 8 and no affirmative decision was ever made to open an account. Mr. Kanin did not ask Mr. Rizzo if the account could pay for the books but rather if Mr. Ansin could pay for the books as an exploratory expense. As a result of Mr. Rizzo's statements to him, Mr. Kanin believed that Mr. Ansin was writing a direct check to pay for the books and that Pat Shepard at the FEC had specifically told Mr. Rizzo that such a payment was authorized by the FEC rules.

[14] The facts just do not bear out Rizzo's apparent contention now that the Andover account was opened as a Committee account, "not as his own personal account". Every check written against the account during the first month it was opened was written to Rizzo or his family members, Rizzo's own business or to banks to which Rizzo made payments for personal loans.

in excess of $1,000. Mr. Kanin testified that he arrived late to that lunch, that the substance of the conversation between Mr. Rizzo and Mr. Trudeau had already taken place, but that he responded to a question from Mr. Trudeau that if Mr. Rizzo had checked it out and said that such a contribution was okay, that it was okay.[15] Mr. Kanin thereafter went back to the Committee offices, made an independent check and determined that an individual campaign seeking a party's presidential nomination could not accept "soft money" contributions. He then called Mr. Rizzo, informed him of that fact, and understood that Mr. Rizzo would drop his solicitation. Mr. Kanin's conversation was not an attempt to "cancel the transaction," as asserted in the staff Analysis, but an act to keep any such transaction from ever taking place.

The staff Analysis relies in part on a statement made by Mr. Trudeau in some context to the Commission: "If Dennis [Kanin] had not been at the table, there would have been no loan." Factual and Legal Analysis at 10. Given Mr. Trudeau's purported reliance on Mr. Kanin in agreeing to make a loan, it is at least odd that Mr. Trudeau then agreed to make the loan not to the Committee, but to Benco, Mr. Rizzo's business entity. It is no less odd that Mr. Trudeau sought guarantees for the money loaned not from the Committee, but from Mr. Rizzo. If Mr. Trudeau truly looked to Mr. Kanin to confirm the permissibility of the loan, it is astounding that he never even spoke to Mr. Kanin about the Committee repaying either the first $60,000 loan, or the subsequent $20,000 he loaned Mr. Rizzo, until the Fall of 1992, several months after the Tsongas campaign had ended, and after Mr. Rizzo's actions had been detailed in the Boston Globe.

[15] The staff Analysis characterizes this as an admission by Mr. Kanin. In fact, Mr. Kanin volunteered this to the criminal investigation in December 1992, and subsequently to the FEC.

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Finally, it is clear that if Senator Tsongas, Mr. Kanin or any other Committee official believed that these funds had been received by the Committee, they would have expected to see the money and be able to use it. The fact that they did not ask where the money was, in a campaign that was consistently cash poor, was itself sufficient to conclude that they did not think any such loans had been made.

4. In imputing Mr. Rizzo's solicitation of the loans and opening of the bank account to the Committee, the staff Analysis is relying heavily on the apparent testimony of Mr. Rizzo, a convicted felon. Although the Committee does not have access to the statements made by Mr. Rizzo to the Commission staff, except as quoted out of context in the staff Analysis, it seems clear from those quotations that Mr. Rizzo's testimony to the Commission is in conflict with his statements in the context of the criminal proceeding. That the legal staff would rely on Mr. Rizzo's assertions that the Committee must have known about the undisclosed Andover account, and at least some of the loans, is extraordinary given the vast bulk of evidence surrounding this Matter and Mr. Rizzo's criminal conviction.

The investigation undertaken by the United States Attorney's Office, the F.B.I. and the Criminal Investigation Division of the I.R.S. made clear that Mr. Rizzo would engage in deceit where necessary to pursue his purpose. To begin with, while Mr. Rizzo was being pursued by the Committee and several of his lenders, he lied repeatedly. One of the prosecutors pointed out the following at Mr. Rizzo's sentencing hearing:

> MR. SAVAGE: The Kelley conversation notwithstanding, Mr. Rizzo then relied on his claim of having liver cancer in conversations with Paul Tsongas, Elkin McCallum, and others as an explanation of why he ought to be given some slack in terms of hanging on to the money. He didn't have liver cancer. He never had liver cancer. It's not true. It's something he relied on to try to spit the hook here, and that's a factor that aggravates it....

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> Finally, when he got caught he lied to the loaners. He lied to the donors. He lied to the campaign. He lied to the FEC....

Rizzo Sentencing Hrg. Tr. at 43-44. As noted above, Mr. Rizzo was convicted of four counts of making false statements to the United States Government. It is nothing short of astounding that the staff Analysis places such faith in his statements at this point. Further, the staff Analysis almost completely ignores the history of Rizzo's efforts to keep secret the existence of, and then the size and nature of funds deposited in and withdrawn from, the undisclosed Andover account. It also ignores the statements of Mr. Rizzo's criminal counsel that the Committee knew nothing of the account until 1992. Rizzo Sentencing Hrg. Tr. at 48.

The staff Analysis turns the facts of this situation upside down. From the government's allocution before the sentencing court in Mr. Rizzo's criminal case, it is clear that the lenders as well as the Committee were scammed by Mr. Rizzo. The lenders were victimized when he falsely told them that their loans would benefit the Committee and further told them that their loans were permissible. Rizzo Sentencing Hrg. Tr. at 14-22, 44. Mr. Rizzo, through his attorney, acknowledged that he was "solely responsible for soliciting that $794,000 of funds. He knew it could never be used for the Tsongas Committee." He thus acknowledged that he victimized the lenders by hoodwinking them into lending him money by his concoction of a story about the legality of such loans to a political committee.

B. Committee Response to the Statement of Facts

As noted above, the Committee believes that there are numerous statements in the staff Analysis that are incomplete or may leave an inaccurate picture of the facts in the Commission's mind. Thus, while we do not believe that the Commission necessarily must resolve each and every

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factual dispute in order to reach an equitable result in this matter, we are including the following point by point responses to the statement of facts contained in the Analysis in addition to those referenced above:

- On page 8, 1st paragraph, the Analysis states that: "According to Trudeau, Kanin did not object to the proposed transaction but rather 'nodded his head affirmatively'".

This is not true since the transaction was not discussed in detail while Mr. Kanin was present. Furthermore, Mr. Trudeau's apparent assertion is absurd on its face. How could Mr. Trudeau in reconstructing his version of the event over a year after it occurred, remember Mr. Kanin's head movements at the time? Moreover, Mr. Kanin's testimony is inconsistent with Mr. Trudeau's version. In fact, Mr. Kanin never even heard Mr. Trudeau's "proposal" that "he try to solicit the funds from other individuals". Finally, Mr. Kanin never saw any list of potential lenders (nor was there one), nor did he "choose" Mr. Trudeau for anything.

- On page 9, 2nd paragraph, the Analysis describes the Trudeau luncheon meeting.

In fact, Mr. Kanin came late to the lunch and contrary to the implication of the first sentence of this paragraph, was not present when Mr. Rizzo allegedly "told Trudeau that the campaign had temporary fundraising problems and urgently needed funds to pay back taxes and current payroll for the Committee staff". Similarly, Mr. Kanin was not present when Mr. Rizzo "asked Trudeau for a short term loan of $60,000."

- On page 12, 2nd paragraph, the Analysis states that the check Anastasios Kalogianis made payable to Mr. Rizzo personally was "intended to benefit the Committee."

The staff Analysis again is undeterred by the facts. How could the $100,000 check be made payable to Mr. Rizzo if it was intended to benefit the Committee? Regardless of Mr. Kalogianis'

purported intent, the check was made payable to Mr. Rizzo. Mr. Rizzo clearly never intended the $100,000 to benefit the Committee.

- On page 14, Footnote 22, the Analysis states that Mr. Rizzo told Mr. Kanin that he expected to receive funds from Peter Caloyeras.

The money that Mr. Rizzo told Mr. Kanin was coming in from Mr. Caloyeras, however, was money that Mr. Rizzo said had been raised at an L.A. fundraiser that Senator Tsongas attended. No "loan" from Mr. Caloyeras was ever mentioned, nor were the expected fundraising contributions ever tied to "the Biltmore Hotel bill".

- On page 19, Footnote 26, the Analysis states that "In the summer of fall of 1991, Kanin called Rizzo because a contributor had complained about not receiving a thank you note, and Rizzo claimed that he had lost the copies of some checks and had not forwarded them to the Boston office."

What the Factual and Legal Analysis fails to go on to note (although it is contained in Mr. Kanin's deposition) is that as a direct result of what appeared to be Mr. Rizzo's sloppiness in this matter, Mr. Kanin shifted the responsibility for depositing checks from Mr. Rizzo to the Boston office. Contrary to the impression created by the Analysis, Mr. Rizzo's actions were not ignored by the Committee.

- On page 19, Footnote 26 (continued), the Analysis states that "Committee staff wondered why none of the 'fundraising events ever raised as much as they were supposed to' or just 'never materialized.'"

The impression created here by the staff Analysis is that the Committee should have suspected Mr. Rizzo was diverting contributions, but that presumption ignores the circumstances the Committee faced in 1991. It is true the Committee consistently fell short of its fundraising goals, but the Committee attributed that to the fact that very few people took Senator Tsongas's

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candidacy seriously until January, 1992. Beth Cataldo and her Boston office staff had as little success as Mr. Rizzo seemed to have in raising large amounts of money. In all of the ten months of 1991, the Committee raised a grand total of $1,000,000 (not including the legitimate contributions that Mr. Rizzo diverted). The Committee simply thought Mr. Rizzo often could not deliver what he promised because, try as he might, the potential donors he hoped to tap just didn't think Senator Tsongas could win. The Committee also felt Rizzo was trying to raise hopes and buck up morale. A frustrated Senator Tsongas complained on several occasions that the Committee would be better off if Mr. Rizzo would just level with the Committee about its fundraising prospects rather than raising its expectations. Finally, although the Commission staff seem to be unaware of this fact, it is not at all uncommon for fundraisers to exaggerate their fundraising abilities.

- On page 19, Footnote 26 (Part III), the Analysis states that "Rizzo once promised to send $12,000, but never did so, leading Wong and Kanin to conclude that he 'had just made up the story.'"

First, this was seen by the Committee at the time as either another example of Mr. Rizzo's inability to deliver or an attempt to raise the Committee's hopes. Second, as discussed above, this example refers to the money Mr. Rizzo told the Committee was coming from Caloyeras.

- On page 19, 2nd paragraph, the Analysis purports to describe the Committee's financial systems.

This is misleading. The fact is that during the summer and fall of 1991, many of the financial responsibilities were transferred to Boston. Check-writing was shared with Andover as early as the late spring of 1991. All FEC reporting responsibility was transferred to Boston in the summer. Most of the check-writing was transferred to Boston by September. Finally, the

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contributions were sent to a Boston post office box and processed in Boston by mid-summer. Rizzo continued to have a role, but it was a very much reduced one well before January, 1992.

- On page 20, 2nd paragraph, the Analysis states that control of finances was "finally transferred" to Boston in January, 1992.

As described above, this is misleading. It was at that time that Mr. Rizzo lost any last vestige of involvement in writing checks.

- On page 20, Footnote 29, the Analysis suggests that the opening of the office box, the hiring of the Boston fundraising staff, etc. occurred in January 1992.

That is incorrect. All of these things happened long before January, 1992. A Boston post office box had been opened in the spring of 1991, a Boston fundraising staff had been hired in the summer of 1991, and checks were brought to Boston by the mid- to late summer. Thus, the impression created in the report does not conform to what actually occurred.

- On page 21, Footnote 31, the Analysis states that Mr. Kanin's memo used the word "reminded", thus suggesting that Mr. Kanin is conceding that he knew of the Andover account.

That is not what the memorandum means. "Reminded" refers to Mr. Rizzo's formulation, not to something Mr. Kanin had known. If Mr. Kanin had known of it, why was he the one who shocked to discover that another account had been opened. It was Mr. Kanin who first discovered the Andover Bank stamp on the back of the Wasserman check and showed it to Mary Wong and David Goldman and it was Mr. Kanin who brought Michael Kail in to investigate.

- On page 21, Footnote 31, the Analysis states that: "In any event, the Committee was prepared to accept the Andover account as a Committee account and amend its reports to acknowledge it in January, 1992."

This refers to the Committee's initial reaction to the discovery of the undisclosed Andover account in January, 1992 -- a response based on Mr. Rizzo's lies to Mr. Kail about the nature of the

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Andover account. The Committee was trying to act properly to remedy a situation that had been characterized by Mr. Rizzo as very different from what was eventually revealed to be the case. Once the Committee learned the nature of the Andover account and the fact that it was in no way intended to benefit the campaign, it properly refused to acknowledge it as a Committee account. In contrast, the Texas account, cited in the footnote, was acknowledged by the Committee because although it had not been authorized, it was clearly intended to benefit the campaign.

- On page 21, 2nd paragraph, the Analysis states: "The Committee did not pursue the matter for several months."

This is not true. Michael Kail was pursuing it and he had responsibility for doing so. This occurred during a period of about two months when there was a primary or caucus every week. The Committee was under the impression that Mr. Rizzo had committed some technical violation which could easily be remedied by amending reports. That is why the Committee did not stop dealing with Mr. Rizzo until May, when everyone began to understand that he had engaged in criminal activities. But the Committee had never stopped pursuing the matter.

- On page 22, the Analysis notes that the Committee continued its relationship with Mr. Rizzo during this period.

It is clear that the magnitude of the problem was not yet known. Based on what he was able to learn from Mr. Rizzo, Mr. Kail thought it was a minor matter. As for the reimbursements, Committee counsel Anthony Sutin specifically advised David Goldman to continue making them, because on the basis of what they knew about Mr. Rizzo's activities at that time, FEC regulations required that this procedure be followed.

- On page 22, 2nd paragraph, the Analysis notes that: "Despite these problems Mr. Rizzo continued to work for the Committee."

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This is untrue. The Joncas problems to which this refers occurred in May, around the same time that the Committee, through its internal investigation, was closing in on the actual nature of the Andover account. Mr. Rizzo's activities on behalf of the Committee were halted at that time.

- On page 22, 3rd paragraph, the Analysis states that Mr. Rizzo continued to work for the Committee until June 1992.

Actually, he continued until May, not June. Again, the campaign had no reason to end all of Mr. Rizzo's activities until it obtained the Andover bank account records, which indicated that much more than a technical reporting violation was involved.

- On page 23, 1st paragraph, the Analysis apparently states Mr. Rizzo's revised version of the facts regarding the Committee's confrontation with him at the June, 1992 meeting.

This is an astonishing example of the staff's apparently relying on Mr. Rizzo, despite his well-established track record for deception and outright lying. Mr. Rizzo's account is a series of bald-faced lies about a meeting for which the staff can find no testimony or evidence to corroborate him. The assertion in the Analysis that Mr. Rizzo "believed that the other Committee staff decided at that time to 'disavow any knowledge of the account' so that the Committee would not face the possibility of 'a fine, and some very bad press'" is, as noted above, diametrically opposed to his admission through counsel that Mr. Kanin, Mr. Goldman or other Committee staff knew nothing about the undisclosed Andover account until 1992. Rizzo Sentencing Hrg. Tr. at 48. Furthermore, no one at the meeting would have asked why the matter had not been reported to the Commission in January, because everyone at the meeting had been aware of Mr. Kail's ongoing investigation to determine the true nature of the undisclosed Andover account.

- On page 32, 2nd paragraph, the Analysis states that: "Doubtless in most cases where a campaign official accepts and excessive or prohibited contribution, the official was not expressly authorized to do so."

That may be true, but in those cases the official was not soliciting the money for his personal use.

- On page 33, 1st paragraph, the Analysis implies that Mr. McCallum refused to loan money to Rizzo.

Actually, Mr. McCallum did make out a loan check to Mr. Rizzo personally (but Rizzo convinced him it would somehow go to the campaign.)

- On page 33, 2nd paragraph, the Analysis states as a factual matter that the Committee did receive the loans.

This is absolutely insupportable. Nowhere is there evidence that the Committee received the loans. Since Rizzo diverted nearly $200, 000 in legitimate campaign contributions (not loans) to the Andover account and spent only $25,000 of that on campaign (as opposed to personal) expenses, what is the basis for inferring that any of the loans went toward campaign expenditures?

- On page 33, last paragraph, the Analysis states that the Andover account was a Committee account.

This is absurd. As discussed previously, every shred of evidence is directly contrary to this. The account was in the name of the Committee but functioned as a Rizzo personal account. (Just look at the recipients of the checks written against it.)

- On page 34, line 1, the Analysis states that Rizzo had the authority to open accounts.

Rizzo never had authority to open accounts. Look at BayBank experience.

- On page 34, line 9, the Analysis relies once again on the statement of Mr. Rizzo that he intended the account as an exploratory account.

On the contrary, Mr. Rizzo never told Senator Tsongas and Mr. Kanin he was opening an exploratory account and was never authorized to do so.

- On page 34, line 15, the Analysis states that the funds were embezzled from the Committee's Andover account.

This is incorrect. Rizzo did not embezzle Committee funds from the Andover account. He embezzled funds from the Committee and deposited them in the Andover account.

Conclusion

For the reasons stated in this response, we believe that the appropriate Commission resolution of this matter is to reject the notion that the Tsongas Committee and George Kokinos, as Treasurer, violated any provision of the FECA as a result of the criminal actions of Mr. Rizzo. On this basis, we request that the Commission take no further action and close its file in this matter.

Respectfully submitted,

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FEDERAL ELECTION
COMMISSION
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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	**SENSITIVE**
	)	
Peter B. Caloyeras	)	MUR 3585
Elkin McCallum	)	
	)	

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On January 21, 1994, the Commission found reason to believe that Peter B. Caloyeras and Elkin McCallum violated 2 U.S.C. § 441a(a)(1)(A), and that Elkin McCallum also knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A), in connection with contributions those individuals made to the Tsongas for President Committee, Inc. On November 29, 1994 the Commission determined to enter into conciliation prior to a finding of probable cause to believe with these respondents. Conciliation agreements approved by the Commission were mailed to these respondents on December 14, 1994.

II. DISCUSSION

A. PETER B. CALOYERAS

Attached is a conciliation agreement dated January 12, 1995 that has been signed by respondent Peter B. Caloyeras. Attachment 1. The attached agreement contains no changes from the agreement approved by the Commission on November 29, 1994. Mr. Caloyeras also sent in a check for $5,000, the full amount of the civil penalty. We recommend that the

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Commission accept the conciliation agreement and close the file with respect to Mr. Caloyeras.

B. ELKIN MCCALLUM

Counsel for respondent Elkin McCallum, after initial discussions with staff of this Office, notified this Office in a letter dated January 13, 1995 that Mr. McCallum does not wish to enter into pre-probable cause conciliation. Attachment 2. Accordingly, we are proceeding to the next stage of the enforcement process with respect to this respondent.

III. RECOMMENDATIONS

1. Accept the attached conciliation agreement with respondent Peter B. Caloyeras;

2. Close the file with respect to Peter B. Caloyeras; and

3. Approve the appropriate letter.

1/25/95
Date

Lawrence M. Noble
General Counsel

Attachments

1. Conciliation agreement - Peter B. Caloyeras
2. Letter from Charles Ruff dated January 13, 1995

Staff assigned: Delanie DeWitt Painter

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Peter B. Caloyeras;
Elkin McCallum.

MUR 3585

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on January 30, 1995, the Commission decided by a vote of 6-0 to take the following actions in MUR 3585:

1. Accept the conciliation agreement with respondent Peter B. Caloyeras, as recommended in the General Counsel's Report dated January 25, 1995.

2. Close the file with respect to Peter B. Caloyeras.

3. Approve the appropriate letter, as recommended in the General Counsel's Report dated January 25, 1995.

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

Attest:

1-31-95
Date

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

Received in the Secretariat: Wed., Jan. 25, 1995 12:33 p.m.
Circulated to the Commission: Wed., Jan. 25, 1995 4:00 p.m.
Deadline for vote: Mon., Jan. 30, 1995 4:00 p.m.

bjr

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 3, 1995

W. Edgar Jessup, Jr.
Ervin, Cohen & Jessup
9401 Wilshire Blvd.
Beverly Hills, CA 90211-2974

RE: MUR 3585
Peter B. Caloyeras

Dear Mr. Jessup:

On January 30, 1995, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your client's behalf in settlement of a violation of 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to Peter Caloyeras.

This matter will become public within 30 days after it has been closed with respect to all other respondents involved. Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

You are advised that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply with respect to all respondents still involved in this matter. The Commission will notify you when the entire file has been closed.

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie DeWitt Painter
Attorney

Enclosure
Conciliation Agreement

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FEDERAL ELECTION
COMMISSION
MAIL ROOM

BEFORE THE FEDERAL ELECTION COMMISSION

JAN 20 11 08 AM '95

In the Matter of	)	
	)	
Peter Caloyeras	)	MUR 3585
	)	
	)	

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Peter Caloyeras ("Respondent") violated 2 U.S.C. § 441a(a)(1)(A).

NOW THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

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

III. Respondent enters voluntarily into this agreement with the Commission.

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IV. The pertinent facts in this matter are as follows:

1. Paul Tsongas was a candidate for the nomination of the Democratic Party for the office of President of the United States for the election held in November 1992. The Tsongas Committee, Inc. (the "Tsongas Committee") was the authorized committee of Mr. Tsongas and, as such, was authorized to receive contributions on behalf of Mr. Tsongas.

2. Nicholas Rizzo was the principal fundraiser for the Tsongas Committee. The Tsongas Committee retained Mr. Rizzo to perform fundraising services. Mr. Rizzo was an agent of the Tsongas Committee for the purpose of soliciting and accepting contributions.

3. Respondent is an individual who resides in Los Angeles, California. Respondent is a person as defined in 2 U.S.C. § 431(11).

4. Pursuant to 2 U.S.C. § 441a(a)(1)(A), it is unlawful for a person to 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.

5. Pursuant to 2 U.S.C. § 431(8)(A)(i), a loan made by a person for the purpose of influencing any election for federal office is a contribution.

6. On September 21, 1991, Respondent met with Mr. Rizzo at the Biltmore Hotel in Los Angeles. Respondent understood Mr. Rizzo to hold the title of National Finance Chairman of the Tsongas Committee. Mr. Rizzo requested that Respondent loan $10,000 the Tsongas Committee, to be repaid

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when the Committee received matching funds. Respondent agreed, and mailed Mr. Rizzo a check for $10,000, dated September 23, 1991, payable to the Tsongas Committee.

7. At the time Respondent made the $10,000 loan to the Committee, he had already made a $1,000 contribution to the Committee.

8. Respondent was not repaid any of the $10,000 that he loaned to the Tsongas Committee.

V. Respondent violated 2 U.S.C. § 441a(a)(1)(A) by making an excessive contribution in the form of a loan totaling $10,000 to the Tsongas Committee.

VI. Respondent will pay a civil penalty to the Federal Election Commission in the amount of $5,000, pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein, or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the

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requirements contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

2/2/95
Date

FOR THE RESPONDENT:

Peter B. Caloyeras
Respondent

12 January 1995
Date

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Shaines & McEachern
Professional Association, Attorneys

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

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February 3, 1995

Jane J. Whang, Esq.
FEDERAL ELECTION COMMISSION
Room 659
999 E Street, N.W.
Washington, D.C. 24063

RE: Respondent: Thomas D. Kelley, Jr.
MUR: #3585

Dear Ms. Whang:

In response to your correspondence dated January 23, 1995, Mr. Kelley has agreed to provide the financial information you requested. Obviously, the ten day deadline which you had imposed is not feasible. I expect that Mr. Kelley will have compiled the information within the next thirty days, at which time I will forward it to you promptly.

Thank you for your cooperation in this matter.

Very truly yours,

SHAINES & McEACHERN, P.A.

BY: _____
Jonathan S. Springer

JSS/kma

cc: Mr. Thomas D. Kelley, Jr.

2704387853711

25 Maplewood Avenue, P.O. Box 360
Portsmouth, New Hampshire 03802-0360
Telephone 603/436-3110; FAX: 603/436-2993

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

February 21, 1995

Alan M. Spiro
Friedman & Atherton
53 State Street, 27th Floor
Exchange Place
Boston, MA 12109-2803

Re: MUR 3585
William Berg

Dear Mr. Spiro:

In a February 7, 1995 telephone conversation with Delanie Painter of this Office, you agreed that you would provide information to the Commission regarding your client's financial situation. Specifically, you agreed that you would furnish a list of Mr. Berg's assets and liabilities, a statement detailing Mr. Berg's monthly cash flow, complete copies of Mr. Berg's 1993 Federal and State Income Tax Returns (as well as his 1994 returns as soon as they are filed), and copies of all of Mr. Berg's bank statements for the last three months.

As of this date, none of the above-listed financial information has been received. Inasmuch as you have expressed a strong desire on behalf of your client to settle this matter, you are reminded that the requested information is essential for this Office and the Commission to consider a reduction in the penalty or a payment plan based on your client's financial situation.

The 30 day conciliation period for this matter has expired. While we have extended negotiations in the hope that a settlement will be reached, absent a response to our request within five days, we will have no choice but to proceed to the next stage of the enforcement process. Please note that Delanie Painter will be out of the office until March 6, 1995. If you have any questions before that date, please call me at (202) 219-3400.

Sincerely,

Kenneth E. Kellner
Assistant General Counsel

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FRIEDMAN & ATHERTON
COUNSELLORS AT LAW
EXCHANGE PLACE
60 STATE STREET
BOSTON, MA
02109

TELEPHONE
617-227-5540

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617-523-1550

MAR 2 11 23 AM '95
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

By Fax (202-219-1043)

March 1, 1995

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

Re: MUR 3585 - William Berg

Dear Ken:

I am in receipt of your letter dated February 21, which for some reason did not arrive here until Monday February 27. Thank you for our cordial conversation yesterday.

As I explained yesterday, there was evidently some misunderstanding arising out of my conversation with Ms. Painter: although the first paragraph of your letter accurately sets forth the documentation that Ms. Painter requested of Mr. Berg, I did not agree in that conversation to provide such documentation; I did agree to discuss the Commission's request with Mr. Berg and see what he would be willing to provide. I apologize if anything I said to Ms. Painter occasioned a misimpression.

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FRIEDMAN & ATHERTON

Mr. Berg has also informed the Commission that in the course of developing his real estate projects in the 80's, as was common in the real estate industry before its crash, Mr. Berg personally guaranteed the debts of a number of partnerships. The collapse of the real estate market in the late 1980's and the necessary workouts of various loan arrangements so as to avoid liquidation in bankruptcy decimated Mr. Berg's personal finances.

We made specific reference to (and provided you with documentation of) a certain Modification Agreement dated May 21, 1993, pursuant to which Mr. Berg was forced to restructure his obligations to Bank Hapoalim in such a fashion that, although Mr. Berg was personally unable to pay any cash to the Bank and the Bank and was not required to do so, he was required to pledge any disposable income he might receive to the Bank for a period of five (5) years. As you can see from the Modification Agreement, Mr. Berg was forced to pledge to the Bank 25% of his gross income between $60,000 and $80,000, and 50% of his gross income in excess of $80,000, for each of the five (5) years through 1999. Taking into account Federal and State income taxes, of course, Mr. Berg is required to pay much higher percentages of his income to the Bank, since he would be required (<u>if</u> his income exceeded $60,000) to pay 25% or 50% of his <u>gross</u> income to the Bank out of any <u>net</u> income remaining after taxes. We also provided you with Mr. Berg's 1993 W-2, which showed salary of only $45,000.02, making it unlikely that Mr. Berg will be in the position to be able to pay the Bank such sums.

Mr. Berg would be willing to give the Commission an affidavit supporting his representations if the Commission were to give us an indication that with such a supporting affidavit, it could agree to a penalty of $2500. In the interim, as a further good faith proffer, enclosed please find, as you requested, Mr. Berg's bank statements for the last three months. These statements verify not only the minimal liquid assets about which Mr. Kelston told you in his February 1 letter (they show ending balances of $3,448.94 for December, $883.09 for January and $1,409.03 for February), but also the bi-weekly deposits of salary disclosed in the W-2 form previously provided to you.

The information Mr. Berg has provided you demonstrates that he is not in a position to pay either the $30,000.00 the Commission originally assessed as a penalty or the $14,500 it has proposed as a settlement. Moreover, Mr. Berg does not believe it is appropriate to change the focus of our discussions from the legal and moral merits of the situation to a fishing expedition into his financial circumstances, monthly budgets and the like.

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We hope you will agree that the information Mr. Berg has provided is sufficient so that we can close out this matter promptly and without substantial further expense. Please remember that Mr. Berg has already been defrauded of $30,000; it does not sit well to contemplate adding to that loss.

Sincerely,

Alan M. Spiro

cc: William H. Berg
David L. Kelston, Esquire

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 3, 1995

Charles F.C. Ruff
Covington & Burling
1201 Pennsylvania Avenue, N.W.
P.O. Box 7566
Washington, D.C. 20044-7566

RE: MUR 3585
Elkin McCallum

Dear Mr. Ruff:

On January 21, 1994 the Federal Election Commission found reason to believe that your client, Elkin McCallum, violated 2 U.S.C. § 441a(a)(1)(A) and knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A), and instituted an investigation in this matter.

After considering all the evidence available to the Commission, the Office of General Counsel is prepared to recommend that the Commission find probable cause to believe that a violation and a knowing and willful violation have occurred.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe that a violation occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of General Counsel ordinarily will not give extensions beyond 20 days.

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Should you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
Elkin McCallum)

GENERAL COUNSEL'S BRIEF

I. INTRODUCTION

On January 21, 1994, the Commission revoted to find reason to believe that Elkin McCallum violated 2 U.S.C. § 441a(a)(1)(A) by making $150,000 in contributions in the form of loans to the Tsongas Committee, Inc. ("the Committee"). On that same date, the Commission also revoted to find reason to believe that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan payable to Nicholas A. Rizzo, but intended to benefit the Committee.[1/]

In all, Elkin McCallum made contributions totaling $250,000 in the form of loans to the Committee. He transmitted the funds by giving three checks to Nicholas A. Rizzo, the chief fundraiser for the Committee. Two of the loan checks, for $100,000 and $50,000, were made payable to the Committee. Mr. McCallum made his third loan check, for $100,000 and payable to Mr. Rizzo, with the apparent purpose of circumventing the contribution limitations. Mr. McCallum intended the Committee to be the recipient of each of the loans. As discussed herein,

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1/ The Commission originally found reason to believe against McCallum on April 12, 1993. On January 21, 1994, the Commission revoted its previous findings in this case following the decision in FEC v. NRA Political Victory Fund, 6 F.3d 821 (D.C. Cir. 1993), cert. dismissed for want of jurisdiction, 115 S.Ct. 537 (1994).

because each of the loans was a contribution which exceeded the $1,000 individual contribution limitation of 2 U.S.C. § 441a(a)(1)(A), there is probable cause to believe that Mr. McCallum violated that provision. Moreover, since Mr. McCallum made his final loan for $100,000 in a manner designed to circumvent the contribution limitations, there is probable cause to believe that he knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A).

II. STATEMENT OF THE CASE

A. LAW

The Federal Election Campaign Act of 1971, as amended (the "Act"), 2 U.S.C. §§ 431 et seq., prohibits contributions from individuals to candidates, or their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. §441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution. 2 U.S.C. § 431(8)(A)(i). A loan which exceeds the contribution limits of 2 U.S.C. § 441a shall be unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A). The Commission's regulations provide that a contribution is made when the contributor delivers it to the candidate, committee "or to an agent of the political committee." 11 C.F.R. § 110.1(b)(6). Thus, an agent of a political committee may solicit and accept contributions on the committee's behalf. See 2 U.S.C. § 432(a); 11 C.F.R. §§ 102.8, 102.9 (referring to "an agent authorized by the treasurer to receive contributions"); see also Advisory Opinion ("AO") 1992-29 (receipt of contributions by clerical employee

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assigned to open envelopes constitutes receipt by committee).

B. FACTS

Elkin McCallum is the President and CEO of Joan Fabrics, Inc., a textile company with 1,700 employees.[2/] In April 1991, Steven Joncas, a Tsongas campaign volunteer and acquaintance of Mr. McCallum, approached Mr. McCallum and asked him to help Senator Tsongas with fundraising.[3/] On April 10, 1991, Mr. McCallum contributed $1,000 to the Tsongas campaign. Mr. McCallum subsequently agreed to help Senator Tsongas qualify for matching funds by raising money in North Carolina, where Mr. McCallum has business contacts.[4/]

Mr. McCallum first met Nicholas Rizzo, the Committee's principal fundraiser, on August 12, 1991. Mr. Joncas arranged a meeting at Mr. McCallum's office on August 12, 1991 so that Mr. Rizzo could thank Mr. McCallum for his help on behalf of the

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2/ Mr. McCallum was deposed by Commission Staff on July 12, 1993 and January 31, 1994. Mr. McCallum pleaded the Fifth Amendment in response to all questions at the first deposition, but answered all questions directed to him at his second deposition.

3/ Mr. McCallum met Senator Tsongas through Lawrence Ansin, his former partner in Joan Fabrics.

4/ In June, 1991, Mr. McCallum sent letters on the letterhead of his company to a number of acquaintances in North Carolina and planned a fundraiser in North Carolina for November, 1991 which never came to fruition.

Committee. At the meeting, Mr. Joncas introduced Mr. Rizzo to Mr. McCallum as the Chief Fundraiser for the Committee.[5/]

Mr. McCallum made his first loan to the Committee that same day. Mr. McCallum and Mr. Rizzo arranged to meet that afternoon for a private discussion. Meeting with Mr. Rizzo alone, Mr. McCallum agreed to loan the Tsongas campaign $100,000. Mr. McCallum agreed to make the loan after Mr. Rizzo told him that the campaign was having trouble raising money, and that it needed a short term loan until it qualified for matching funds. Mr. Rizzo explained that the campaign would be able to "leverage" Mr. McCallum's loan to procure additional credit from banks. Mr. McCallum was advised that the funds would be deposited in an "exploratory fund" that was separate from the regular campaign accounts, but that the money would be used to continue paying campaign related expenses. Mr. McCallum agreed that afternoon to make the loan.

Mr. McCallum insisted on a number of terms and conditions for the loan, including a requirement that the loan be kept

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5/ Mr. McCallum subsequently met with Mr. Rizzo on a number of occasions and was aware of Mr. Rizzo's position in the Committee. For example, on September 17, 1991, Mr. McCallum met with Mr. Rizzo, the candidate and others to discuss the North Carolina fundraisers. Moreover, on December 15, 1991, Mr. McCallum went to Washington, D.C. with Mr. Rizzo and several other Tsongas supporters to watch the first Democratic primary debate. Mr. McCallum arranged for the campaign to charter a private jet that he leased (and later purchased) for the trip and arranged and paid for a limousine that met the group at the airport. In testimony given to the Commission, Mr. McCallum acknowledges that he sought Mr. Rizzo's help in procuring a license for the plane and that Mr. Rizzo arranged for a "Senator from Utah" to call Mr. McCallum to offer assistance.

confidential because he was "not a high profile guy" and did not want "to make a big deal" out of his loan. Mr. McCallum wrote a check payable to the Committee the following day, requested a note for the loan, and insisted that the loan be repaid with interest for tax purposes.

Mr. McCallum stated that he was concerned about the legality of the loan because he was "very much aware" of the $1,000 individual contribution limit. He asserts that Mr. Rizzo told him a loan was not a contribution or subject to the contribution limit.[6/]

On October 21, 1991, Mr. McCallum made a second loan of $50,000 to the Committee. Mr. McCallum and Mr. Rizzo met at Mr. McCallum's office to discuss the North Carolina fundraising event. Later, the two men went to Mr. McCallum's home where Mr. McCallum agreed to make the loan after Mr. Rizzo told him that the campaign remained short of funds, and asked him to loan an additional $50,000 in "exploratory funds." Mr. McCallum wrote a check for this amount made payable to the Committee, and gave it to Mr. Rizzo.

In early February, 1992, Mr. McCallum made a third loan to the Committee for $100,000. Unlike the previous two loan checks, this loan check was made payable to Mr. Rizzo. Nonetheless, Mr. McCallum intended the funds to go to the Committee. Mr. McCallum was told by Mr. Rizzo that he could not

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6/ Mr. McCallum also stated that he was told that the loan would be legal because it would be deposited into an "exploratory fund."

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contribute any more money to the exploratory account because he had reached his legal "limit." Instead, Mr. Rizzo proposed that Mr. McCallum write him a check for $100,000, which he could then transfer to the Tsongas campaign as his own funds. According to Mr. McCallum, Mr. Rizzo said "he would see to it that the money was put into the campaign." In his testimony, Mr. McCallum admits that he intended the money to benefit the Tsongas campaign, not Mr. Rizzo personally. When asked if he intended to benefit the Committee with the loan, Mr. McCallum stated: "Absolutely. . . . [t]hrough Mr. Rizzo. . . . I was under the impression that . . . Mr. Rizzo [would] writ[e] a corresponding check to the committee in the form of a loan."7/ Mr. McCallum told Mr. Rizzo to come to his office the following day and pick up the check from the receptionist.

Following the New Hampshire primary, Mr. Rizzo attempted without success to solicit yet another loan, of $250,000. The only difference between this solicitation and the previous solicitations was that Mr. Rizzo told Mr. McCallum that he needed the money personally. Mr. Rizzo explained that there was an IRS audit of his company's profit sharing plan and pension fund, and that he needed money because he had borrowed from his company's profit sharing plan and loaned the money to the Tsongas campaign. Mr. McCallum declined to make the loan. Mr.

7/ Although Mr. McCallum acknowledged in testimony to the Commission that he viewed this procedure as a way to avoid going over the spending limits, he also stated that "the whole issue of limit and . . . legality really wasn't an issue with me . . . because I never at all assumed that there was a breaking of the law."

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McCallum asserted in testimony to the Commission that he did not make this loan because he did not want to become involved in Rizzo's personal business dealings.

Mr. McCallum made substantial efforts to obtain repayments of the loans, but has not recovered any of the $250,000. In March, 1992, Mr. McCallum asked his accountant to look into the propriety of the loans, and the accountant advised him that he could not ascertain how the loans could be legal. Mr. McCallum and his accountant made numerous, albeit unsuccessful efforts to contact Mr. Rizzo by mail and telephone to resolve the matter.[8/]

III. ANALYSIS

Each of the loans made by Elkin McCallum exceeded the $1,000 individual contribution limitation of 2 U.S.C. § 441a(a)(1)(A). Thus, Mr. McCallum violated 2 U.S.C. § 441a(a)(1)(A) by making three contributions in the form of loans to the Committee that exceeded his individual contribution limitations by a total of $250,000.

It is clear that Mr. McCallum's loans were contributions to the Committee. A loan is a contribution, and a loan in excess of the contribution limitations is unlawful whether or not it is repaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(A). Mr. McCallum admits that he intended the loans to benefit the Committee. In fact, two of the loan checks were made payable to the Committee. Mr. McCallum concedes that even the loan made

8/ Mr. McCallum has since instituted a law suit against the Andover Bank to recover his funds, contending that the Andover Bank did not follow proper procedures when Mr. Rizzo opened the Andover account.

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payable to Mr. Rizzo himself was intended as a contribution to the Committee, not a personal loan to Rizzo. Conversely, Mr. Rizzo tried, without success, to solicit a large personal loan from Mr. McCallum. Since all of the loans were given to Mr. Rizzo in his capacity as a fundraiser for the Committee, and were intended to benefit the Committee, and influence Senator Tsongas' campaign, they were excessive contributions to the Committee.

A contribution is made when the contributor gives it to the candidate, committee, or an agent of the political committee. 11 C.F.R. § 110.1(b)(6); AO 1992-29. Mr. Rizzo's receipt of the loan checks constituted receipt by the Committee because Mr. Rizzo was a Committee agent with authority to accept contributions. See 11 C.F.R. §§ 102.8(a), 102.9, 110.1(b)(6); AO 1992-29. Moreover, Mr. Rizzo deposited two of the checks, along with other contributions to the Committee, into a Committee account at the Andover Bank from which legitimate Committee expenses were paid.[9/] While it is true that Mr. Rizzo embezzled some portion of the funds in the Andover Bank account, this occurred after Mr. Rizzo accepted and deposited the contributions as the Committee's chief fundraiser.

Moreover, the facts support the conclusion that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) in connection with his third loan to the

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9/ The Andover Bank account was opened by Mr. Rizzo in the name of the Committee, and functioned as a Committee account in that contributions were deposited and legitimate Committee expenses were paid from the account.

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Committee, which he made payable to Mr. Rizzo. Mr. McCallum had reason to question the legality of this transaction because the check was made payable to Mr. Rizzo, but intended for the Committee. Moreover, there is evidence that this transaction was part of a scheme to channel funds to the Committee while circumventing the contribution limitations. Mr. McCallum admits that he intended the money to benefit the Tsongas campaign, not Mr. Rizzo personally, and that he considered the procedure a way to avoid the spending limits. Moreover, there is no evidence that Mr. McCallum made any effort to ensure that any of the loan transactions were legal, aside from his assertion that he asked Mr. Rizzo about the legality of the loans.

Therefore, there is probable cause to believe that Elkin McCallum violated 2 U.S.C. § 441a(a)(1)(A) by making contributions in the form of loans to the Committee in excess of his individual contribution limitations. Moreover, there is probable cause to believe that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a check for a $100,000 loan to the Committee payable to Mr. Rizzo, in order to circumvent the contribution limitations.

IV. GENERAL COUNSEL'S RECOMMENDATIONS

1. Find probable cause to believe that Elkin McCallum violated 2 U.S.C. § 441a(a)(1)(A); and

2. Find probable cause to believe that Elkin McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A).

3/2/95
Date

Lawrence M. Noble
General Counsel

97043785396

FAXED 3/8/95

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 8, 1995

VIA FACSIMILE AND MAIL

Jonathan S. Springer, Esq.
Shaines & McEachern
25 Maplewood Ave., P.O. Box 360
Portsmouth, NH 03802-0360

RE: MUR 3585
Thomas D. Kelley, Jr.

Dear Mr. Springer:

By letter dated January 24, 1995 (enclosed), this Office provided your client, Thomas Kelley, with an opportunity to present the Commission with information regarding his financial position. You responded by letter dated February 3, 1995, requesting thirty days to compile the relevant documentation, which we granted.

Although thirty days have passed, to date we have not received the requested information, nor heard from you or your client. In light of the time which has passed since conciliation negotiations began in this matter, we must proceed to the next stage in the enforcement process if we do not receive the above-described documentation within ten (10) days.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Jane J. Whang
Attorney

Enclosure

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CHARLES F.C. RUFF
DIRECT DIAL NUMBER
(202) 662-5378

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TELEFAX 071-495-3101

BRUSSELS CORRESPONDENCE OFFICE
66 AVENUE DES ARTS
B-1040 BRUSSELS
TELEPHONE 32-2-512-9890
TELEFAX 32-2-502-5802

March 14, 1995

MAR 14 12 05 PM '95
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

BY FACSIMILE

Delanie DeWitt Painter, Esquire
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR #3585
Elkin McCallum

Dear Ms. Painter:

As I advised you by phone this morning, I have been unexpectedly called out of town to court and will, therefore, require an extension of the due date for Mr. McCallum's response.

The response would normally be due on March 22 and I request a week's extension until March 29. Please advise me if there is any difficulty with this request.

Sincerely,

Charles Ruff

Charles F.C. Ruff

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COMMISSION
OFFICE OF GENERAL
COUNSEL

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CHARLES F.C. RUFF
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(202) 662-5378

March 14, 1995

BY FACSIMILE

Delanie DeWitt Painter, Esquire
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR #3585
Elkin McCallum

Dear Ms. Painter:

As I advised you by phone this morning, I have been unexpectedly called out of town to court and will, therefore, require an extension of the due date for Mr. McCallum's response.

The response would normally be due on March 22 and I request a week's extension until March 29. Please advise me if there is any difficulty with this request.

Sincerely,

Charles Ruff

Charles F.C. Ruff

/owt

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 16, 1995

Charles F.C. Ruff
Covington & Burling
1201 Pennsylvania Avenue, N.W.
P.O. Box 7566
Washington, D.C. 20044-7566

RE: MUR 3585
Elkin McCallum

Dear Mr. Ruff:

This is in response to your letter dated March 14, 1995. You requested an extension of seven days, until March 29, 1995, to respond to the General Counsel's brief. After considering the circumstances presented in your letter, the Office of the General Counsel has granted the requested extension. Therefore, your responsive brief is due by the close of business on March 29, 1995.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

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FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

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FEDERAL ELECTION COMMISSION

In re:	)	
	)	
Elkin McCallum,	)	MUR No. 3585
	)	
Respondent.	)	

BRIEF ON BEHALF OF ELKIN MCCALLUM

The Commission has already devoted substantial attention to the unique circumstances surrounding the conduct of Nicholas Rizzo in deciding what, if any, responsibility the Tsongas Committee should bear for his actions. Now before the Commission is the question whether it is appropriate to penalize a donor who believed that Rizzo was speaking for and acting on behalf of the Committee when, in fact, he was using his seeming official status to deceive his victim and obtain funds solely for his own benefit?

In answering this question, the Commission should focus not only on narrow principles of agency law but on two broader questions -- whether the Federal Election Campaign Act was intended to punish someone in Elkin McCallum's position and whether it would be fair and just to do so. We submit that the Commission will conclude that no public purpose would be served by imposing sanctions on Mr. McCallum.

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PROCEDURAL BACKGROUND

On April 12, 1993, the Commission informed Mr. McCallum that it had found reason to believe that he had made contributions in excess of $1000 to the Tsongas Committee in violation of 2 U.S.C. § 441a(a)(1)(A).[1/] Mr. McCallum responded by stating that he wished to pursue pre-probable cause conciliation, but on June 29, 1993, he was informed that the Commission declined to enter into conciliation until it had completed its investigation.

Meanwhile, on June 17, 1993, the Commission issued a subpoena requiring Mr. McCallum to appear for a deposition on July 12 and to produce documents. We advised the Office of General Counsel that Mr. McCallum was anxious to cooperate but that he would be forced to assert his privilege against self-incrimination until he had resolved the question of his status with the Department of Justice, and that he was engaged in discussions with the Department to that end. Nonetheless, the General Counsel declined to continue Mr. McCallum's deposition, and he did assert his privilege to the questions put to him at the deposition. Shortly thereafter, Mr. McCallum received appropriate assurances from the Justice Department, and we advised the Office of General Counsel that he was prepared to proceed with a second deposition. We were

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1/ On October 26, 1992, Mr. McCallum had produced documents and responded to Commission interrogatories.

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informed, however, that the Commission preferred to await the conclusion of the Rizzo trial.

On January 21, 1994, in response to the D.C. Circuit's decision in FEC v. NRA Political Victory Fund, the Commission revoted to find reason to believe that Mr. McCallum had violated the FECA. A new subpoena issued on January 25, and Mr. McCallum appeared on January 31, answering all questions put to him.

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STATEMENT OF FACTS

The facts in this case, at least as they bear on Mr. McCallum's conduct, are largely undisputed.

In May, 1991, Steven Joncas, a friend and business associate of Paul Tsongas, telephoned Mr. McCallum and asked him to purchase a $1,000 ticket to a Tsongas fundraiser. He did so but did not attend the fundraiser.

On August 12, 1991, Mr. Joncas brought Nicholas Rizzo to visit Mr. McCallum at McCallum's office in Tyngsboro, Massachusetts, to thank him for his assistance in organizing a

fundraiser in North Carolina.[2/] Mr. Rizzo asked Mr. McCallum whether he could meet with him privately that afternoon, and they did so, without Mr. Joncas or anyone else present. At that meeting, Rizzo asked Mr. McCallum to lend $100,000 to the Tsongas campaign. Rizzo told him that the loan would be repaid in a couple of months, and assured him that the loan was legal because the proceeds would be used for "exploratory" expenses. On August 13, 1991, Mr. McCallum wrote a check for $100,000 payable to "The Tsongas Committee." The canceled check reflects that it was deposited in Rizzo's account at the Andover Bank.

Mr. McCallum repeatedly requested that Rizzo provide him with a note evidencing the August 13, 1991, loan. In early September of that year Rizzo gave him a note in the principal amount of $100,000, with Rizzo as the maker. Mr. McCallum asked Rizzo why he, and not the Committee, was the maker. Rizzo responded that eventually the note would be replaced by a note from the Committee, and that the note from Rizzo was being provided in the interim because Mr. McCallum had been pressing Rizzo for documentation of the loan.

On October 21, 1991, Rizzo asked Mr. McCallum to lend an additional $50,000 to the Committee. He stated that, because Tsongas had not yet qualified for federal matching funds, the exploratory expenditures account was still open and

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2/ Mr. McCallum had agreed to help organize the fundraiser because he had business contacts there. Ultimately, however, the fundraiser was not held.

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active. He added that the Committee would have to close the exploratory expenditures account when Tsongas qualified for federal matching funds, at which time the Committee would establish new accounts and repay the loans. With these assurances, Mr. McCallum wrote a $50,000 check payable to "The Tsongas Committee." He subsequently requested from Rizzo, but never received, documentation of this loan and a replacement note for the August 13, 1991 loan.

On February 10, 1992, Rizzo telephoned Mr. McCallum and requested that he lend an additional $100,000 to pay for political advertisements in New Hampshire. Rizzo stated that while Mr. McCallum had "reached his limit" in funds he could loan to the Committee, Rizzo had not. Rizzo asked Mr. McCallum to lend him the $100,000 so that he in turn could lend it to the Committee, assuring Mr. McCallum that the transaction was legal. Mr. McCallum then wrote a check payable to "N. Rizzo" in the amount of $100,000. Rizzo never provided a note for this loan, though Mr. McCallum tried on a number of occasions over the next five months to obtain documentation for this and for the other loans.

On July 6, 1992, Mr. McCallum learned from Steven Joncas that Rizzo had established, without authorization, a bank account in the name of the Committee, and had been depositing in that account funds obtained from individuals who believed that they were dealing with the Committee. The Committee never received the funds deposited in that account,

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including proceeds from the two checks written by Mr. McCallum that were payable to the Committee.[1/]

On February 19, 1993, a grand jury indicted Rizzo on forty-six counts of mail fraud, bank fraud, and money laundering. The indictment alleged that Rizzo, without the knowledge of, or authorization by, the Committee, established a checking account at the Andover Bank in its name. He solicited contributions from individuals who intended such contributions to benefit the Committee, but deposited them into the Andover account for his personal use. Specifically as to the McCallum loans, the indictment alleged that Rizzo deposited the checks written by Mr. McCallum to the Committee into this account, and that he used the proceeds of the check made payable to "N. Rizzo" for his personal benefit.

The indictment alleged that Rizzo :

> knowingly and willfully devised, intended to devise, and executed a scheme and artifice to defraud by means of false and fraudulent pretenses, representations, and promises, well knowing at the time that the pretenses, representations, and promises were false and fraudulent when made:
>
> a. and to obtain money and property from the Committee, numerous individuals who attempted to make campaign contributions to the Committee, and several individuals who attempted to make substantial loans to the Committee . . ..

Indictment, Counts One to Eight, ¶ 2.

[1/] We understand that Rizzo made some payments out of the Andover account, totaling a small portion of the deposits, for legitimate Committee expenses.

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Pursuant to an agreement with the government, Rizzo plead guilty in October 1993 and was sentenced to fifty-two months in prison. He was also required, among other things, to make restitution to those he had defrauded, although both Rizzo and the government acknowledged that he had no resources from which to make any such payments.

ARGUMENT

Nicholas Rizzo stole $250,000 from Elkin McCallum by falsely representing to him that he was acting on behalf of the Tsongas campaign and that the proceeds of the loans he solicited would benefit that campaign. Rizzo was not authorized -- explicitly or implicitly -- to solicit the McCallum loans; he never intended that the proceeds of the loans benefit the campaign; and he used those proceeds solely for his own purposes.

The Justice Department understood these facts when it charged Rizzo with defrauding Mr. McCallum and the other lenders. Rizzo understood them when he plead guilty to the charges against him. Neither the Justice Department nor Rizzo ever suggested that the Tsongas campaign knew of, was responsible for, or benefited from his actions.

From the beginning, Mr. McCallum has acknowledged that he intended to lend money to the campaign, and from the beginning he has stated that he believed he was doing only what the law permitted. He has acknowledged, as well, that he was aware of the $1000 limitation on contributions but

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testified that he believed that loans were not subject to that limit. He also testified that he repeatedly sought assurance from Rizzo that the loans were legal and that Rizzo repeatedly gave such assurance.[4/] See McCallum Deposition (hereafter "Dep.") at 53, 63, 108-111.[5/] This was his state of mind when he wrote the two checks to the Committee and when he wrote the third check to Rizzo. No one has suggested, or could suggest, that he ever intended to violate the Federal Election Campaign Act.

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4/ Rizzo's original explanation that loans could be made to fund exploratory activities was inherently plausible, for the Regulations themselves exempt donations for that purpose from the category of "contributions." 11 C.F.R. § 100.7(b)(1).

5/ Cites to Mr. McCallum's deposition are based on notes taken by counsel. The Office of General Counsel permitted counsel to review the transcript but would not allow him to retain a copy.

I. MR. MCCALLUM DID NOT VIOLATE THE FEDERAL ELECTION CAMPAIGN ACT.

A. Rizzo Was Not Acting As An Agent of the Committee When He Solicited the Loans from Mr. McCallum.

Elkin McCallum did not violate Section 441a(a)(1)(A) because the checks he gave to Rizzo did not constitute contributions to the Tsongas Committee. He gave those checks not to an agent of a political committee but to a thief.

Because the General Counsel's brief proffers neither analysis nor precedent to support its conclusion that Rizzo was acting as an agent when he took Mr. McCallum's money, it is difficult to respond to their argument.[5/] The law of agency is not a template that can simply be held up against a particular set of facts with the expectation that the answer will reveal itself. The law can only be applied by first asking what is at issue -- the responsibilities of the principal, the responsibilities of the agent, or the rights and responsibilities of third parties with whom the agent

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[5/] It is fair to say that, when one focuses on the question whether an individual should be penalized, there is no matter in the annals of the Commission even arguably comparable to this case. The Commission's decisions on the obligations of political committees where committee credit cards are misused or blank checks stolen are wholly inapposite. Indeed, despite the General Counsel's effort to distinguish it, Memorandum of October 31, 1994, from Lawrence M. Noble to Robert J. Costa concerning the Final Audit Report on the Tsongas for President Committee, Inc. (LRA # 424) at 8, the case most closely analogous to this is MUR 1402 (fundraiser diverted funds by depositing them in separate account without committee's knowledge). If the committee was not liable for those actions, a fortiori Mr. McCallum cannot be penalized here.

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deals. Regrettably, the General Counsel's brief does not recognize these distinctions.

The burden is on the Commission to establish that Rizzo was acting as an agent of the Tsongas Committee when he took Mr. McCallum's money, Gallinger v. Vaaler Ins., Inc., 12 F.3d 127 (8th Cir. 1993); Bayless v. Christie, Manson & Woods Int'l, Inc., 2 F.3d 347, 353 (10th Cir. 1993), and it cannot meet that burden.

There is no doubt that, for some purposes, Rizzo was an agent of the Committee.[7/] He was authorized to take certain actions on its behalf, including the solicitation of contributions -- obviously with the expectation that he would solicit only legal contributions. Within the scope of that agency, the Committee was liable for Rizzo's actions.[8/] Further, third parties to whom Rizzo held himself out as an agent would have been entitled to rely on his "apparent" authority and to hold the Committee liable for any injuries he caused. None of those undisputed propositions, however, bears on the question now before the Commission: did the victim of

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7/ Importantly, however, he was never a signatory to an official Committee account.

8/ In the ordinary case, legitimate regulatory and enforcement policy may well justify holding a committee responsible for an agent's acceptance of contributions prohibited by the FECA. Corporations may be prosecuted for the unauthorized, illegal acts of their agents in order to ensure that the public interest is properly protected, American Soc'y of Mechanical Eng'rs, Inc. v. Hydrolevel Corp., 456 U.S. 556, (1982), but there are exceptions even to that rule. See discussion, infra.

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Rizzo's fraud make a contribution to the Committee when he put his check in Rizzo's hands? The answer to that question, we submit, is clear: when Rizzo set out to defraud his victims, he was not acting as anyone's agent; he used the cloak of his authority to deceive but never intended that any benefit flow to the Committee.

First, it is important to recognize that the issue here is whether Rizzo had actual authority to accept the McCallum checks, not whether he had apparent authority to do so. The General Counsel has placed great weight on the doctrine of apparent authority,[2/] but whatever relevance that doctrine may have in other settings, it has none here. It focuses on a third party's perception of the relationship between principal and agent and permits that party to recover from the principal for the agent's fraud where the principal created the perception that the agent had authority to act on his behalf. See American Soc'y of Mechanical Eng'rs, Inc. v. Hydrolevel Corp., 456 U.S. 556, 573-74 (1982) ("ASME"); Williams v. Washington Metro Area Transit Auth., 721 F.2d 1412, 1416-17 (D.C. Cir. 1983); Evans v. Skinner, 742 F. Supp. 30, 33 (D.D.C. 1990); Herbert Constr. Co. v. Continental Ins. Co., 931 F.2d 989, 993-93 (2d Cir. 1991). The rationale behind the doctrine -- that third parties should be protected

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[2/] See Noble Memorandum of October 31, 1994, supra at 4-6. In the absence of any legal analysis in the brief filed by the General Counsel in this case, we look to his earlier memorandum for guidance.

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when dealing with agents -- is simply inapplicable where, as here, it is not the third party who seeks redress. See In Re American Biomaterials Corp., 954 F.2d 919, 925 (3d Cir. 1992)(claim of apparent authority rejected because "[t]his is not a case in which an innocent party seeks to enforce a contract or redress a tort by attributing [the agent's] wrongful conduct to [the principal]"); United States v. Phelps Dodge Indus., Inc., 589 F. Supp. 1340, 1357 (S.D.N.Y. 1984) (apparent authority not relevant where harm addressed is not misrepresentation to third party).

Actual authority, on the other hand, "is such as a principal intentionally confers upon the agent (i.e., express authority), or intentionally, or by want of ordinary care, allows the agent to believe himself to possess (i.e., implied authority)." In re Nelson, 761 F.2d 1320, 1322 (9th Cir. 1985); see also, Restatement (Second) of Agency § 7 (1958). Whether an agent has actual authority to perform an act, therefore, depends on the understanding between the principal and agent, not on how that understanding is perceived by third parties.

The Committee did not, expressly or by implication, authorize Rizzo to open the Andover account, let alone solicit loans in excess of the statutory limits. Nor is there any evidence that Rizzo thought he was authorized to solicit funds in this manner. In any event, "unless otherwise agreed, authority to act as agent includes only authority to act for

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the benefit of the principal." Restatement (Second) of Agency § 39. Where the agent acts for his benefit and not that of his principal, he acts outside the scope of his authority. See Schmidt v. Farm Credit Servs., 977 F.2d 511, 515 (10th Cir. 1992); United States v. One Parcel of Land, 965 F.2d 311, 316-17 (7th Cir. 1992); Najarro v. First Fed. Sav. & Loan Ass'n 918 F.2d 513, 516 (5th Cir. 1990); Grand Union Co. v. United States, 696 F.2d 888, 891 (11th Cir. 1983).

Further, as a corollary to this rule, the law is clear that, where "criminal acts of the agent are directed against the [principal]," In Re American Biomaterials Corp., 954 F.2d at 924, the principal may not be penalized for the agent's conduct. Specifically, "in no jurisdiction . . . does an employee who embezzles from the corporation act in the scope of employment in doing so." Id. at 924-925.

In sum, the Commission has before it a case in which Rizzo (1) acted without any authorization from the Tsongas Committee; (2) intended to benefit only himself; and (3) acted adversely to the interests of the Tsongas campaign. On these facts, we submit that no court would hold Rizzo to have been the Committee's agent and certainly would never penalize the victims of his fraudulent scheme.

B. Mr. McCallum Cannot Be Penalized for Attempting to Make a Contribution.

We do not contest the fact that Mr. McCallum had every intention of lending money to the Committee and did what he believed necessary to accomplish that goal. But neither

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the FECA nor any implementing Regulation[10/] prohibits an attempt to make a contribution, and there is no general federal statute making attempt a crime. United States v. York, 578 F.2d 1036, 1038 (5th Cir.), cert. denied, 439 U.S. 1005 (1978). See also United States v. Rivera-Sola, 713 F.2d 866, 869 (1st Cir. 1983); United States v. Everett, 700 F.2d 900, 903 (3d Cir. 1983); United States v. Manley, 632 F.2d 978, 987 (2d Cir. 1980).

Indeed, the Regulations specifically provide for the case in which a donor seeks to make an illegal contribution to a political committee. The treasurer of the committee is charged with responsibility for determining whether the contribution is legal and, where it exceeds the permissible limits, may return it within ten days without treating it as having been received. 11 C.F.R. § 103.3(b).

Having considered the possibility that a donor would, wittingly or unwittingly, attempt unsuccessfully to make an illegal contribution, the Commission has chosen not to penalize him for doing so.

C. The Loan to Rizzo Was Not a Willful Violation of the FECA.

Whatever argument the General Counsel may advance with respect to the two checks payable to the Committee, the check payable to Rizzo was not a contribution by Mr. McCallum. Regardless of what Mr. McCallum intended Rizzo to do with the

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10/ 11 C.F.R. §§ 110.1(b)(1), 110.4(b)(1)(i) (1994).

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proceeds, he made the check payable to him, and no part of the proceeds accrued to the benefit of the Committee. A loan to a third party with the intention that he use the proceeds to make a contribution does not, thereby, become a contribution by the lender. See, United States v. Valentine, 637 F. Supp. 196, 198 (S.D.N.Y. 1986), rev'd on other grounds, 820 F.2d 565 (2d Cir. 1987). And this is certainly the case where the borrower never actually makes the contribution.

But even if the loan to Rizzo could be construed to be a contribution by Mr. McCallum, that would not establish that he committed a knowing and willful violation of the FECA. To establish such a violation, the Commission must produce evidence that Mr. McCallum engaged in the "knowing, conscious, and deliberate flaunting of the Act." AFL-CIO v. Federal Election Comm'n, 628 F.2d 97, 101 (D.C. Cir.), cert. denied, 449 U.S. 982 (1980). Indeed, it would be the Commission's burden to show both that Mr. McCallum actually knew what the FECA required and that he specifically intended to violate its proscriptions. Ratzlaf v. United States, 114 S.Ct. 655 (1994)(showing of willfulness in prosecution for "structuring" currency transactions required proof that defendant knew that structuring was illegal); and see, United States v. Curran, 20 F.3d 560, 569 (3d Cir. 1994)(applying Ratzlaf to an FECA prosecution because, like the money laundering statute in Ratzlaf, the FECA involves a regulatory scheme governing conduct that is not "inherently bad").

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Of course, there is absolutely no basis for such a showing in this case.

II. JUSTICE WOULD NOT BE SERVED BY PUNISHING MR. MCCALLUM FURTHER.

Mr. McCallum has already lost $250,000 that he will never see again. Trusting that his loans would be repaid, he gave his money to a thief who kept the proceeds for his own personal use.

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CONCLUSION

For the foregoing reasons, Elkin McCallum urges the Commission to find no probable cause to believe that he violated the Federal Election Campaign Act.

Respectfully submitted,

Charles F.C. Ruff
Covington & Burling
1201 Pennsylvania Avenue, N.W.
P.O. Box 7566
Washington, D.C. 20044
(202) 662-6000

Attorney for Elkin McCallum

Dated: March 29, 1995

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FEDERAL ELECTION
COMMISSION
SECRETARIAT

BEFORE THE FEDERAL ELECTION COMMISSION 3 37 PM '95

In the Matter of)
)
Michael Spinelli .) MUR 3585 **SENSITIVE**
)

GENERAL COUNSEL'S REPORT

I. INTRODUCTION

On April 12, 1993, the Commission found reason to believe that Michael Spinelli violated 2 U.S.C. §§ 441a(a)(1)(A). On November 29, 1994, the Commission authorized this Office to enter into pre-probable cause conciliation negotiations with Mr. Spinelli.

Attached hereto is a signed proposed conciliation agreement from Mr. Spinelli (Attachment 1). We recommend that the Commission accept Mr. Spinelli's proposed agreement.

II. DISCUSSION

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For the foregoing reasons, we recommend that the Commission accept the conciliation agreement that Mr. Spinelli proposes, and that the file in this matter be closed with respect to Mr. Spinelli.

III. **RECOMMENDATIONS**

1. Approve the attached proposed Conciliation Agreement with Michael Spinelli and close the file in this matter with respect to Mr. Spinelli.

2. Approve the appropriate letter.

4/6/95
Date

Lawrence M. Noble
General Counsel

Attachment
1. Proposed Conciliation Agreement with Michael Spinelli

Staff Assigned: James S. Portnoy

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Michael Spinelli.) MUR 3585

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on April 11, 1995, the Commission decided by a vote of 6-0 to take the following actions in MUR 3585:

1. Approve the proposed Conciliation Agreement with Michael Spinelli and close the file in this matter with respect to Mr. Spinelli, as recommended in the General Counsel's Report dated April 6, 1995.

2. Approve the appropriate letter, as recommended in the General Counsel's Report dated April 6, 1995.

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

Attest:

4-11-95
Date

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

Received in the Secretariat: Thurs., April 06, 1995 3:37 p.m.
Circulated to the Commission: Thurs., April 06, 1995 4:00 p.m.
Deadline for vote: Tues., April 11, 1995 4:00 p.m.

bjr

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 14, 1995

Philip Nyman, Esq.
Nyman & Gaffney
375 Gorham Street
Lowell, MA 01852

RE: MUR 3585
Michael Spinelli

Dear Mr. Nyman:

On April 11, 1995, the Federal Election Commission accepted the signed conciliation agreement you submitted on behalf of your client, Michael Spinelli, in settlement of a violation of 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to Mr. Spinelli. Please be advised that the civil penalty in this agreement reflects unusual factors brought forth during the investigation.

This matter will become public within 30 days after it has been closed with respect to all other respondents involved. Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

You are advised that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply with respect to all respondents still involved in this matter. The Commission will notify you when the entire file has been closed.

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Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty is due within 30 days of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 219-3690.

Sincerely,

James S. Portnoy
Attorney

Enclosure
Conciliation Agreement

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RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Michael Spinelli	)	MUR 3585
	)	
	)	

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Michael Spinelli ("Respondent") violated 2 U.S.C. § 44[illegible])(1)(A).

NOW THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

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

III. Respondent enters voluntarily into this agreement with the Commission.

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IV. The pertinent facts in this matter are as follows:

1. Paul Tsongas was a candidate for the nomination of the Democratic Party for the office of President of the United States for the election held in November 1992. The Tsongas Committee, Inc. (the "Tsongas Committee") was the authorized committee of Mr. Tsongas and, as such, was authorized to receive contributions on behalf of Mr. Tsongas.

2. Nicholas Rizzo was the principal fundraiser for the Tsongas Committee. The Tsongas Committee retained Mr. Rizzo to perform fundraising services. Mr. Rizzo was an agent of the Tsongas Committee for the purpose of soliciting and accepting contributions.

3. Respondent is an individual who resides in Chelmsford, Massachusetts. Respondent is a person as defined in 2 U.S.C. § 431(11).

4. Pursuant to 2 U.S.C. § 441a(a)(1)(A), it is unlawful for a person to 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.

5. Pursuant to 2 U.S.C. § 431(8)(A)(i), a loan made by a person for the purpose of influencing any election for federal office is a contribution.

6. Respondent made a contribution of $1,000 to the Tsongas Committee on March 29, 1991.

7. On October 10, 1991, Respondent attended a fundraiser for Senator Tsongas. During this event, Respondent advised Mr. Rizzo that he wished to assist Mr.

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Tsongas' campaign. The next day, Mr. Rizzo contacted Respondent and requested a loan to the Tsongas Committee. Mr. Rizzo told Respondent that the loan would be used to pay for television commercials, and would be repaid when the Committee received matching funds. On October 16, 1991, Respondent gave Mr. Rizzo a check for $20,000, made payable to the Tsongas Committee.

8. On December 6, 1991, Mr. Rizzo repaid Respondent $20,000, the full amount of the loan.

V. Respondent violated 2 U.S.C. § 441a(a)(1)(A) by making an excessive contribution in the form of a loan totaling $20,000 to the Tsongas Committee.

VI. Respondent will pay a civil penalty to the Federal Election Commission in the amount of $6,000 pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein, or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the

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requirements contained in this agreement and to so notify the Commission.

. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

4/13/95
Date

FOR THE RESPONDENT:

Michael A. Smith
(Name)
(Position)

February 17, 1995
Date

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ENTERPRISE
BANK AND TRUST COMPANY
LOWELL, MA 01852

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ACTION 6
237 Church Street
P.O. Box 1000
Lowell, MA 01853

THE SUM 6000 DOLS 00 CTS

PAY Federal Election Commission

PAY TO THE ORDER OF	DATE			NET AMOUNT
Nyman & Gaffney	4/20/95			6000 —

Michael A. Spinelli

MICHAEL A. SPINELLI

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FEDERAL ELECTION
COMMISSION
SECRETARIAT

Jul 25 4 19 PM '95

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Thomas D. Kelley, Jr.) MUR 3585
)

SENSITIVE

GENERAL COUNSEL'S REPORT

I. **BACKGROUND**

On April 12, 1993, the Commission found reason to believe that Thomas D. Kelley, Jr. violated 2 U.S.C. § 441a(a)(1)(A) by making an excessive contribution in the form of a loan to the Tsongas Committee, Inc.1/ On November 29, 1994, the Commission authorized this Office to enter into negotiations with Mr. Kelley directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Mr. Kelley made a contribution in the form of a $25,000 loan, which exceeded his individual contribution limitation by $24,000.

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1/ On January 21, 1994, following the decision in FEC v. NRA Political Victory Fund, 6 F. 3d 821 (D.C. Cir. 1993), petition for cert. dismissed for want of jurisdiction, 115 S. Ct. 537 (1994), the Commission revoted to find reason to believe that Mr. Kelley violated 2 U.S.C. § 441a(a)(1)(A).

II. ANALYSIS

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Accordingly, we recommend that the Commission approve the attached conciliation agreement for respondent Thomas D. Kelley, Jr. See Attachment 9.

III. **RECOMMENDATIONS**

1. Approve the attached conciliation agreement for respondent Thomas D. Kelley, Jr.

2. Approve the appropriate letter.

7/25/95
Date

Lawrence M. Noble
General Counsel

Staff Assigned: Jane J. Whang
Jack MacDonald

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3585
Thomas D. Kelley, Jr.	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on August 8, 1995, do hereby certify that the Commission decided by a vote of 6-0 to take the following actions in MUR 3585:

1. Approve the conciliation agreement for respondent Thomas D. Kelley, Jr. as recommended in the General Counsel's July 25, 1995 report.

2. Approve the appropriate letter as recommended in the General Counsel's July 25, 1995 report.

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

Attest:

8-8-95
Date

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

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

SENSITIVE

June 21, 1995

E. Mark Braden
Baker & Hostetler
Suite 1110
1050 Connecticut Avenue, N.W.
Washington, DC 20036

RE: MUR 3585
Anastasios Kalogianis

Dear Mr. Braden:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on January 21, 1994, the Federal Election Commission found reason to believe that your client, Anastasios Kalogianis, violated 2 U.S.C. § 441a(a)(1)(A), and instituted an investigation in this matter.

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that a violation has occurred.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

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A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact James S. Portnoy, the attorney assigned to this matter, at (202) 219-3690.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
Anastasios Kalogianis)

SENSITIVE

GENERAL COUNSEL'S BRIEF

I. INTRODUCTION

On January 21, 1994, the Commission revoted to find reason to believe that Anastasios Kalogianis violated 2 U.S.C. § 441a(a)(1)(A) by making $249,000 in contributions in the form of loans to the Tsongas Committee, Inc. (the "Committee").1/

During 1991 and 1992, Mr. Kalogianis transmitted checks totaling $250,000 to Nicholas A. Rizzo, the chief fundraiser for the Committee. Mr. Kalogianis provided Mr. Rizzo with six checks that were made payable to the Committee: $1,000 on September 9, 1991; $10,000 on September 9, 1991; $15,000 on September 25, 1991; $24,000 on October 3, 1991; $35,000 on December 4, 1991; and $65,000 on December 6, 1991. In addition, on January 27, 1992, Mr. Kalogianis transmitted to Mr. Rizzo a check for $100,000 that was made payable to Mr. Rizzo. Mr. Kalogianis has stated that he intended all of these checks to benefit the Committee. As discussed herein, because the checks exceeded the $1,000 individual contribution limitation set forth

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1/ The Commission originally found reason to believe against Mr. Kalogianis on April 12, 1993. On January 21, 1994, the Commission revoted its previous findings in this case, following the decision in FEC v. NRA Political Victory Fund, 6 F.3d 821 (D.C. Cir. 1993), cert. dismissed for want of jurisdiction, 115 S.Ct. 537 (1994).

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in 2 U.S.C. § 441a(a)(1)(A), there is probable cause to believe that Mr. Kalogianis violated this provision.

II. STATEMENT OF THE CASE

A. LAW

The Federal Election Campaign Act of 1971, as amended (the "Act"), 2 U.S.C. §§ 431 et seq., prohibits contributions from individuals to candidates, or their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution. 2 U.S.C. § 431(8)(A)(i). A loan that exceeds the contribution limits of 2 U.S.C. § 441a is unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A).

The Commission's regulations provide that a contribution is made when the contributor delivers the contribution to the candidate, committee, "or to an agent of the political committee." 11 C.F.R. § 110.1(b)(6). Thus, the receipt of a contribution by a committee agent is tantamount to the receipt of that contribution by the committee. See Advisory Opinion ("AO") 1992-29 (receipt of contributions by clerical employee assigned to open envelopes constitutes receipt by committee). An individual is a Committee agent if he has actual authority, whether express or implied, to act on behalf of the Committee or he has been placed in a position within the campaign organization where it would reasonably appear that in the course of campaign-related activities that he may act on behalf of the committee. See 11 C.F.R. § 109.1(b)(5) (defining agent for the

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purpose of making authorized expenditures); see also 2 U.S.C. § 432(a); 11 C.F.R. §§ 102.8, 102.9 (referring to "an agent authorized by the treasurer to receive contributions").

B. FACTS

On September 8, 1991, Anastasios Kalogianis, Paul Tsongas and Nicholas Rizzo, the Committee's chief fundraiser, attended a picnic at St. Constantine's Greek Orthodox Church. During this function, Mr. Kalogianis spoke with Mr. Rizzo and offered his support to Senator Tsongas and the campaign. The following day, on September 9, 1991, Mr. Rizzo visited Mr. Kalogianis at his office, advised him that the Tsongas campaign urgently needed funds, and solicited a $1,000 contribution and a promise of a $49,000 loan from Mr. Kalogianis to the Committee. Mr. Kalogianis wrote Mr. Rizzo a check for $10,000 that day and promised to provide the additional amounts later.

During the ensuing months, Mr. Rizzo procured from Mr. Kalogianis a series of checks totaling $139,000 made payable to the Committee: $15,000 on September 25, 1991; $24,000 on October 3, 1991; $35,000 on December 4, 1991; and $65,000 on December 6, 1991. Mr. Kalogianis has stated that he intended the checks to be loans to the Committee to be used in connection with Senator Tsongas' campaign. Mr. Rizzo promised Mr. Kalogianis that the loans would be repaid in May 1992 from matching funds received by the Committee pursuant to 26 U.S.C. § 9037. Mr. Rizzo also personally guaranteed the loans.

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In January 1992, Mr. Rizzo visited Mr. Kalogianis at his office, and requested a personal loan to cover checks that he purportedly had written to pay for Tsongas Committee campaign media in New Hampshire. Although Mr. Rizzo asked that the check be made payable to him, he stated that the loan would be used to pay committee expenses. Mr. Kalogianis agreed to make the loan, and on January 27, 1992, wrote a check for $100,000, made payable to Mr. Rizzo, but intended by Mr. Kalogianis to benefit the Committee.2/

Mr. Kalogianis attempted to recover his loans, but was unsuccessful. To date, Mr. Kalogianis has not been repaid.

III. ANALYSIS

Anastasios Kalogianis made six loans totaling $249,000 to the Committee. In addition, Mr. Kalogianis made a $1,000 contribution to the Committee. Thus, Mr. Kalogianis violated 2 U.S.C. § 441a(a)(1)(A) by making contributions to the Committee that exceeded his $1,000 individual contribution limitation by a total of $249,000.

The Act defines a contribution as, inter alia, a gift or loan of money or "anything of value made by any person for the purpose of influencing any election for Federal office." 2 U.S.C. § 431(8)(A)(i). A loan is a contribution, and a loan in excess of the Act's contribution limitations is unlawful, whether or not it is repaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R.

2/ In testimony given to the Commission, Mr. Kalogianis confirmed the intended beneficiary of all his loans: "I was loaning money to . . . the Tsongas Committee."

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§ 100.7(a)(1)(i)(A). A contribution is made when the contributor delivers it to the candidate, committee, or agent of the political committee. 11 C.F.R. § 110.1(b)(6). As such, Mr. Kalogianis made excessive contributions to the Committee when he delivered his checks to Mr. Rizzo.

Five of Mr. Kalogianis' checks were made payable to the Committee and thus plainly were intended to benefit the Tsongas campaign. A sixth check was made payable to Mr. Rizzo; however, Mr. Kalogianis expressly has stated that he intended that loan to benefit the Committee as well. Because the loans were transmitted to Mr. Rizzo in his capacity as principal Committee fundraiser, and were intended to benefit Senator Tsongas' campaign, they constitute contributions to the Committee. Mr. Rizzo's receipt of the loan checks constituted receipt by the Committee because Mr. Rizzo was a Committee agent with authority to accept contributions. See 11 C.F.R. §§ 102.8(a), 102.9, 110.1(b)(6); AO 1992-29. Also, Mr. Rizzo deposited five of the checks into an account at the Andover Bank that the Commission has determined was a Committee account.3/ See Final Audit Report on The Tsongas Committee. Although Mr. Rizzo embezzled funds from the Andover Bank account, the embezzlement occurred after Mr. Rizzo accepted the contributions from Mr. Kalogianis in his capacity as the Committee's chief fundraiser. Mr. Kalogianis'

3/ Mr. Rizzo opened the Andover Bank account in the name and legal address of the Committee. Moreover, contributions were deposited in the account and Committee expenses were paid from the account. In all material respects, therefore, the Andover Bank account functioned as a Committee account, and all funds deposited into the account were part of the mixed pool of Committee funds.

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contributions were consummated when he conveyed his checks to Mr. Rizzo, the Committee's agent. See 11 C.F.R. § 110.1(b)(6).

Therefore, there is probable cause to believe that Anastasios Kalogianis violated 2 U.S.C. § 441a(a)(1)(A) by making contributions in the form of loans to the Committee in excess of his individual contribution limitations.

IV. GENERAL COUNSEL'S RECOMMENDATION

Find probable cause to believe that Anastasios Kalogianis violated 2 U.S.C. § 441a(a)(1)(A).

6/21/95
Date

Lawrence M. Noble
General Counsel

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BEFORE THE FEDERAL ELECTION COMMISSION 95 JAN 23 4 26 PM '95

SENSITIVE

In the Matter of)
the Tsongas Committee, Inc.) MUR 3585
and George Kokinos, as Treasurer,)

GENERAL COUNSEL'S REPORT

I. INTRODUCTION

On November 29, 1994, the Commission found reason to believe that the Tsongas Committee, Inc. (the "Committee") and George Kokinos, as treasurer, violated 2 U.S.C. § 432(h)(1); 2 U.S.C. § 441a(f); and 2 U.S.C. § 441b(a). On January 27, 1995, the Committee responded to the Commission's reason to believe findings and requested that the Commission take no further action in this matter. Attachment 1. For the reasons discussed in this report, we recommend that the Commission deny the Committee's request and move on to the next stage of the enforcement process.

Moreover, on January 13, 1995, following the Commission's approval of the Final Audit Report on the Committee, the Audit Division referred certain matters to this Office. Attachment 2. The majority of these issues are being addressed in the context of MUR 4176. However, two issues from the referrals are related to activity by Nicholas Rizzo and the Committee's Andover Bank account (the "Andover account"): the receipt of excessive

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individual contributions deposited into the Andover account,[1] and the misstatement of financial activity caused by the failure to disclose Andover account transactions. Accordingly, we recommend that these portions of the referral be severed from MUR 4176 and resolved in MUR 3585. Therefore, this report contains reason to believe recommendations concerning these apparent violations.

II. SUMMARY OF COMMITTEE RESPONSE

The Committee makes three main arguments to support its request that the Commission take no further action: first, that Mr. Rizzo was not an agent of the Committee when he solicited contributions that he ultimately embezzled; second, that there is no policy justification to hold the Committee responsible; and finally, that the Commission's analysis of the facts in this matter is inaccurate. Attachment 1.

The Committee concedes that Mr. Rizzo was a Committee agent with authority to act as its fundraiser, but nonetheless contends that his solicitation of loans from contributors, establishment of the Andover account and ultimate diversion of funds in the account for his own use were outside the scope of his agency, and thus, do not give rise to any violations by the Committee. Attachment 1 at 4-11. The Committee argues that the test is whether Mr. Rizzo's acts were motivated by an intent to benefit the Committee. Id. The Committee asserts that an

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1/ This referral does not include excessive contributions related to individual loans, for which the Commission has already made reason to believe findings.

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agent's actions must be motivated by an intent to benefit the principal for the principal to be liable, and contends that under an "adverse interest exception" to the law of agency, an agent's knowledge and conduct will not be imputed to the principal if the agent's motive and conduct demonstrate that he has abandoned his principal's interest and is acting to defraud the principal. Id. The Committee asserts that Mr. Rizzo had no intention to benefit the Committee, and that the $25,046 Mr. Rizzo paid for legitimate Committee expenditures from the Andover account was merely an incidental benefit to the Committee. Id.

Moreover, the Committee describes itself as a victim. The Committee points out that Mr. Rizzo deprived it of the use of nearly $157,000 in legal, potentially matchable contributions.[2/] Attachment 1 at 12-16. To support its contention, the Committee states that the federal prosecutors who convicted Mr. Rizzo did not initiate any proceedings against the Committee. Id. In addition, the Committee argues that holding it responsible for Mr. Rizzo's actions would not protect the integrity of the public financing process because public funds were not involved. Id. The Committee asserts that no standard of care can prevent a similar concerted criminal effort to solicit contributions and divert these contributions for personal use. Id. The Committee also contends that it was not negligent, and had every reason to

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2/ In addition, the Committee states that since the excessive loans were clearly impermissible, it could not have used those funds.

trust Mr. Rizzo because of his past history with the candidate. Id.

Finally, the Committee's characterization of the facts in this matter differs from the Commission's summary, which the Committee contends is inaccurate and incomplete. Attachment 1 at 16-31. The Committee restates the facts to support its assertion that it is not responsible for Mr. Rizzo's actions because Mr. Rizzo was not acting within the scope of his authority. Id. For example, the Committee asserts that Mr. Rizzo established the Andover account in secrecy as his personal account and intended to convert all of the funds deposited in the Andover account and solicited from the lenders to his personal use. Attachment 1 at 16-17. In addition, the Committee contends that neither the candidate nor Mr. Kanin were aware that any of the loans were made. Attachment 1 at 19-22. Moreover, the Committee contends that the Commission's analysis relies largely on the testimony of Mr. Rizzo, who the committee contends lacks credibility because of his criminal conviction for fraud. Attachment 1 at 22-23. The Committee also disagrees with the Commission's analysis of particular facts. Attachment 1 at 23-31. For example, the Committee contends that responsibility for various financial duties was shifted from Mr. Rizzo to the Boston office in the summer and fall of 1991; that Mr. Kanin, the Campaign Manager, was not aware of the Andover account prior to January, 1992; and that because a loan check from Mr. Kalogianis was made payable to Mr. Rizzo it could not have been intended to benefit the Committee.

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III. ANALYSIS

A. AGENCY ARGUMENTS

1. Legal Analysis of Committee's Agency Arguments

As noted in this Office's report dated November 9, 1995, the FECA and Matching Payment Act do not define the term "agent."[3/] See MUR 3585 General Counsel's Report dated November 9, 1995, at 35 et seq. The regulations, however, define an agent as one who exercises actual authority, or who holds a position within a campaign organization that reasonably appears to confer such authority.[4/] See 11 C.F.R. § 109.1(b)(5). The Commission's application of agency principles is consistent with settled principles of agency law, which define an "agent" as one who exercises the actual or apparent authority of a principal. Restatement (Second) of Agency § 1 (1958). A principal's responsibility for his agent's conduct derives either: (1) from an express or implied grant of authority from the principal to the agent; or (2) from actions taken by the principal that reasonably cause a third party to believe that the principal has empowered the agent to act on his behalf. Id. at §§ 26-27.

Where a principal grants an agent express or implied authority, the principal generally is responsible for the

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3/ We incorporate by reference the factual and legal analysis contained in the General Counsel's report on this matter dated November 9, 1995.

4/ While this regulation defines the term in relation to expenditures, the Commission has, in practice, applied a similar definition of agency with regard to acceptance of contributions. See, e.g., Advisory Opinion "AO" 1992-29.

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agent's acts within the scope of his authority. See Weeks v. United States, 245 U.S. 618, 623 (1918). See also Rouse Woodstock, Inc. v. Surety Federal Savings & Loan Ass'n, 630 F. Supp. 1004, 1010-11 (N.D. Ill. 1986). An agent's conduct is within the scope of his authority if it is of the kind he is employed to perform; it occurs substantially within the authorized time and space limits; and it is actuated, at least in part, by a purpose to serve the master. Restatement (Second) of Agency § 228(1). A principal cannot escape responsibility for acts within the scope of his agent's authority on the grounds that he lacked knowledge of the agent's actions or that the agent's actions were unauthorized, tortious, or even unlawful. 3 Am. Jur. 2d Agency § 280, at 782-783; see also Stockwell v. United States, 80 U.S. 531, 534 (1871); Veranda Beach Club Ltd. Partnership v. Western Sur Co., 936 F.2d 1364, 1376 (1st Cir. 1991).[5/]

In addition, where the principal has held the agent out as having authority or has permitted the agent to represent that he has authority, so that a reasonable person would believe the agent to have such authority, the principal may be liable for the agent's actions on the basis of apparent authority, even if the acts are unauthorized or illegal. See, e.g., Metco

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5/ Indeed, "[a]n act may be within the scope of employment although consciously criminal or tortious." Restatement (Second) of Agency § 231; see also, e.g., Local 1814, Int'l Longshoremen's Ass'n v. NLRB, 735 F.2d 1384, 1395 (D.C. Cir.), cert. denied, 469 U.S. 1072 (1984) (union held liable for a scheme in which officers of the union conspired with an employer to procure illegal kickbacks).

Products, Inc., Division of Case Mfg. Co. v. NLRB, 884 F.2d 156, 159 (4th Cir. 1989); Richards v. General Motors Corp., 991 F.2d 1227, 1232 (6th Cir. 1993).

The Committee does not dispute that Mr. Rizzo was an agent of the Committee, but argues that under an "adverse interest exception," a principal is not considered to have the knowledge of its agent if the agent conceals his activities from the principal because they are contrary to the principal's interest. Attachment 1 at 4-11 (citing In re Maxwell Newspapers, Inc., 164 B.R. 858 (Bkrtcy. S.D.N.Y. 1994)). There is, in fact, an "adverse interest exception;" however, it would not apply where, as here, the principal ratifies the agent's actions by retaining benefits from his actions. In re Maxwell 164 B.R. at 866-867; see Restatement (Second) of Agency § 271, 282(2)(b). The Committee received benefits from Mr. Rizzo's actions including $25,046 in Committee expenditures paid from the Andover account, and it sought to recover $157,000 in legal contributions solicited by Mr. Rizzo and deposited into the Andover account.

Moreover, an agent need not act with the intent to benefit the principal for the principal to be bound by the apparent authority of the agent. See Restatement (Second) of Agency § 262, at 571 ("A person who otherwise would be liable to another for the misrepresentations of one apparently acting for him is not relieved from liability by the fact that the servant or other agent acts entirely for his own purposes, unless the other has notice of this."); § 282(2)(b), at 611-12 ("The principal is affected by the knowledge of an agent who acts

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adversely to the principal: . . . if the agent enters into negotiations within the scope of his powers and the person with whom he deals reasonably believes him to be authorized to conduct the transaction."); E.A. Prince & Son, Inc. v. Selective Ins. Co. of Southeast, 818 F. Supp. 910, 915 (D.S.C. 1993) ("[i]n situations of apparent authority, the motives of the agent are immaterial unless they are known by the third party with whom the agent dealt.").

Indeed, the United States Supreme Court has held a principal liable for the actions of an agent with apparent authority even where the agent acted in secret with the sole purpose of benefiting himself. See, e.g., Gleason v. Seaboard Air Line Railway, 278 U.S. 349, 353-55 (1929); American Society of Mechanical Engineers, Inc. v. Hydrolevel Corp. ("ASME"), 456 U.S. 556 (1982). In ASME, an antitrust case, the Supreme Court observed that the federal courts routinely "have imposed liability upon principals for the misdeeds of agents acting with apparent authority." 456 U.S. at 568 (citing cases involving federal tax liability, common-law fraud, securities fraud and bail bond fraud). The Court stated: "a principal is liable for an agent's fraud though the agent acts solely to benefit himself, if the agent acts with apparent authority." 456 U.S. at 564. Under the theory of apparent authority, the liability of the principal is based "'upon the fact that the agent's position facilitates the consummation of the fraud, in that from the point of view of the third person the transaction seems regular on its face and the agent appears to be acting in the

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ordinary course of the business confided to him.'" Id. (quoting Restatement (Second) of Agency § 261, comment a, at 571).

ASME may not be distinguished simply because it involves the federal antitrust laws. See Attachment 1 at 6-7. Indeed, ASME has been applied to situations involving federal statutes other than the antitrust laws. See United States v. O'Connell, 890 F.2d 563, 567-69 (1st Cir. 1989) (following ASME in a case involving the False Claims Act, the court held a corporation liable for the fraud of its agent, vested with apparent authority, although the company did not benefit from the agent's actions); In re Atlantic Financial Management, Inc., 784 F.2d 29 (1st Cir. 1986), cert. denied, 481 U.S. 1072 (1987) (holding that the Securities Act embraces common law agency principles, the court held that a corporation was liable for unauthorized misrepresentations by a corporate officer under the theory of apparent authority.)[6/] The Committee has cited no authority holding that the application of common law agency principles is inappropriate in FECA matters.

Moreover, the Supreme Court has also held that receipt of money by an agent, authorized to receive payments on behalf of his principal, is equivalent to receipt by the principal. See Maryland Casualty Co. v. United States, 251 U.S. 342, 347 (1920) (premiums collected by an agent of an insurance company, but not

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6/ Thus "[c]ourts have commonly imposed liability based on 'apparent authority' upon a corporation in both state and federal 'misrepresentation' cases - particularly when the person making the misrepresentation is an important corporate official." In re Atlantic 784 F.2d at 32.

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paid to the treasurer of the insurance company, are part of the income "received" by the principal for the purposes of annual income received under federal income tax laws because "receipt by an agent is regarded as receipt by his principal.").[7/]

Similarly, the Commission considers receipt by a committee's agent to be equivalent to receipt by the committee even if the agent acts negligently, and contrary to express instructions. For example, in AO 1992-29, the Commission instructed a committee to refund contribution checks that an employee had left in a drawer until after the 10-day deposit requirement expired. The employee acted without the treasurer's knowledge and in conflict with express instructions issued to committee personnel. Nonetheless, since the employee was the committee's agent authorized to receive contributions, the committee was deemed to have received the checks on the date the employee received them. AO 1992-29; see also AO 1989-21 (checks from customers to a vendor selling committee-authorized campaign paraphernalia constitute contributions received by the committee as of the date they are received by the vendor); AO 1980-42 (ticket sale proceeds from fundraising concert are considered

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7/ In addition, an agent's receipt of a check intended for the principal has been held to be equivalent to receipt by the principal once the bank makes payment on the check, even if the check is made payable to the agent rather than the principal or the agent absconds with the funds. Liberty Mutual Insurance Co. v. Enjay Chemical Co., 316 A.2d 219, 222 (Del. Super. Ct. 1974) (funds paid to an agent of the insurance company were considered received by the insurance company, despite the fact that the agent fraudulently converted those funds for personal use).

contributions received by the committee upon receipt by the concert promoter).

2. **Agency Law Applied to the Facts**

Based on the foregoing, the Committee's reliance on the state law "adverse interest exception" is misplaced. The available evidence demonstrates that the Committee was not entirely unaware of Mr. Rizzo's solicitation of the loans. Rather, the evidence reveals that the candidate and Mr. Kanin participated in some way in the solicitation of the Ansin loan, and that Mr. Kanin was aware that Mr. Rizzo intended to solicit funds from Mr. Trudeau. Moreover, every major Committee official was aware that Mr. Rizzo was engaged in soliciting and receiving funds on behalf of the Committee.

Moreover, it is not clear from the available evidence that Mr. Rizzo's solicitation of loans and other contributions were devoid of an intent to benefit the Committee. Indeed, at the same time that Mr. Rizzo solicited the excessive loans and used Committee funds for his own expenditures, he continued to raise funds on behalf of the Committee, make expenditures from his personal accounts on behalf of the Committee, and make expenditures on behalf of the Committee from the Andover account totaling $25,046. By retaining some benefits from Mr. Rizzo's actions when the Committee accepted the $25,046 in expenditures paid from the Andover account and asserting a legal right to the $157,000 in legal contributions deposited into the Andover account, See Attachment 3 at 2, the Committee ratified Mr. Rizzo's solicitations and the "adverse interest exception" does

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not apply.[8] Indeed, although the basis for the Committee's "adverse interest exception" argument is Mr. Rizzo's embezzlement, the Commission has not held the Committee responsible for the embezzlement, but only for Mr. Rizzo's solicitation and receipt of the contributions, actions which were clearly within the scope of his actual and apparent authority as the Committee's fundraiser.

Further, the question of whether an agent acted with the intent to benefit the principal does not apply where, as here, the agent had apparent authority based on his position with the campaign. The Committee admits that Mr. Rizzo was its agent with actual authority to accept contributions; however, he also had apparent authority to solicit and receive contributions based on his position with the Committee. Id. The eight lenders, and many other contributors, relied upon Mr. Rizzo's position with the Committee when they gave him contributions intended for the Committee. Under ASME and the other cases cited herein, the Committee is responsible for Mr. Rizzo's actions even if Mr. Rizzo intended to benefit only himself, because Mr. Rizzo had apparent authority to solicit and receive contributions on behalf of the Committee. ASME 456 U.S. 556.

Finally, under case law as well as Commission precedent, the Committee received each contribution when Mr. Rizzo, the

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8/ See Navrides v. Zurich Insurance Co., 488 P.2d 637, 640 (Cal. Sup. Ct. 1971) (It is an "elementary rule of agency law that a principal is not allowed to ratify the unauthorized acts of an agent to the extent that they are beneficial, and disavow them to the extent that they are damaging.").

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Committee's agent received them, even if he subsequently used the funds for his own expenses. See 11 C.F.R. §§ 102.8(a), 102.9, 110.1(b)(6); AOs 1992-29; 1989-21; 1980-42; see also Maryland Casualty Co. 251 U.S. 342; Liberty Mutual 316 A.2d 219; Navrides 488 P.2d 637; 3 Am. Jur. 2d Agency § 275, at 778 n. 7. It is irrelevant whether the checks were made payable to Mr. Rizzo rather than the Committee because they were excessive contributions solicited and accepted by Mr. Rizzo as the Committee's agent. 2 U.S.C. § 441a(f).

B. OTHER ARGUMENTS

The Committee's characterization of itself as a victim is an oversimplification. Attachment 1 at 12-16. The Committee made Mr. Rizzo a top ranking campaign official and gave him virtually unlimited power over its fundraising and financial operations. See General Counsel's Report dated November 9, 1994 at 4-34. Moreover, the Committee failed to promptly deal with indications that Mr. Rizzo was making, at best, errors of judgment throughout the campaign. Id. at 29-34. For example, the Committee was aware of problems involving Mr. Rizzo's sole control of the Committee's financial system for months before the financial responsibilities were transferred to the Boston office. In addition, the Committee did not act immediately to curtail Mr. Rizzo's association with the campaign when it became aware that certain contributors were solicited twice or did not receive thank you notes; anticipated funds from some events never materialized; there were irregularities related to Mr. Rizzo's reimbursements; or even after the Committee discovered

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the existence of the Andover account. Instead, the Committee took months to investigate these matters while Mr. Rizzo continued to work for the campaign until late in the spring of 1992. The fact that such a high level official was able to continue his illegal conduct for such a long time raises the question of whether the Committee exercised prudent financial management. In any event, the Committee is responsible for the election law violations by its officials and other agents. In addition, the fact that contributions in the Andover account may not have been matched with federal funds is irrelevant to the Commission's analysis.[9/] Attachment 1 at 12-16.

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9/ Indeed, the Commission generally considers all funds of a publicly financed committee to be a mixed pool of private contributions and federal matching funds. See 11 C.F.R. § 9038.3(c)(2); Kennedy for President Committee v. FEC 734 F.2d 1558, 1559 (D.C. Cir. 1984); Reagan for President Committee v. FEC 734 F.2d 1569 (D.C. Cir. 1984); Final Repayment Determination and Statement of Reasons - Senator Robert Dole and the Dole for President Committee, Inc. (approved February 6, 1992) at 25. Although the Commission did not seek a repayment from the Committee for non-qualified campaign expenses resulting from Mr. Rizzo's activity, the Commission did not conclude, as the Committee posits, that the Committee did not receive the loans and other contributions, or that the Andover account was not a Committee account. Attachment 1 at 12-16. Rather, the Commission has consistently determined that the Committee received the funds when Mr. Rizzo, the Committee's chief fundraiser, received the money from the contributors, and that the Andover account was an account of the Committee. See General Counsel's Report dated November 9, 1994 (approved November 29, 1994); Final Audit Report on the Tsongas Committee, Inc. (approved December 16, 1994).

The Committee's contention that the Commission should not pursue it merely because it was not prosecuted for criminal violations along with Mr. Rizzo also lacks merit. Attachment 1 at 2-3. Contrary to the Committee's repeated assertions, the Commission is not pursuing the Committee for Mr. Rizzo's criminal violations of embezzlement and fraud, or even for his collateral violations of the election laws for commingling funds, but only for election law violations arising from his actions as a Committee official.

The Committee also erroneously portrays the Commission's factual summary as inaccurate and incomplete. Attachment 1 at 16-31. While the Committee would prefer that where the testimony of Committee staff is inconsistent with other evidence, the Commission should discount the other evidence and accept the Committee's assertions, the Commission's reason to believe findings were based on consideration of all of the evidence in this matter, including the deposition testimony of 11 witnesses, affidavits from additional individuals, and documentation provided by individuals and entities in response to discovery. Given the number of witnesses and the differences in their accounts of certain events, it was also necessary to consider the credibility of witnesses in attempting to resolve contradictory testimony.10/

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10/ For example, Mr. Rizzo's testimony is at least useful to corroborate the testimony of other individuals, since he was involved in all of the events in this matter.

Finally, the Committee's other factual contentions focus on peripheral and background details, none of which is central to the issue of the Committee's liability. Attachment 1 at 16-31. For example, it is irrelevant whether Mr. Kanin knew the precise amount of Mr. Ansin's loan since Mr. Kanin admits he knew Mr. Ansin was giving in excess of $1,000.[11/] Attachment 1 at 19-20.

In fact, most of the essential facts in this case are not in dispute. The Committee acknowledges that Mr. Rizzo, a high ranking Committee official in charge of fundraising, was the Committee's agent. Attachment 1 at 4. Mr. Rizzo was one of the three most powerful people in the campaign, and had authority to accept contributions, make expenditures, and conduct diverse financial transactions on behalf of the Committee.[12/] While some of his duties were transferred to the Boston office in late 1991, he continued to raise funds for the Committee through the spring of 1992. Id.

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11/ It is equally unimportant whether Mr. Kanin nodded in support of Mr. Rizzo's solicitation during the discussion of the Trudeau loan, since he admits he told Mr. Trudeau the transaction would be "okay." See Attachment 1 at 20-24; Kanin Deposition at 126-127 (Attachment 2 to MUR 3585 General Counsel's Report dated November 9, 1994).

12/ For example, Mr. Rizzo had authority to solicit, receive, and process contributions and independently organize fundraising events. In addition, he participated with the Committee's treasurer in opening the Committee's bank account at Bay Bank, controlled the checkbook and Committee expenditures early in the campaign, and participated in negotiating a Committee loan from Bay Bank in December, 1991. Moreover, the Committee staff consistently testified that Mr. Rizzo controlled the issuance of Committee checks signed by his daughter, Ms. Degnan. See, e.g., Goldman Deposition at 69-70 (Attachment 5 to MUR 3585 General Counsel's Report dated November 9, 1994).

Between March, 1991, and early 1992, Mr. Rizzo solicited loans to the Committee from eight individuals. Most of the loan checks were made payable to the Committee, and the lenders testified that they also intended the checks made payable to Mr. Rizzo or Mr. Rizzo's company to benefit the Committee. Two of the loans, from Mr. Ansin and Mr. Trudeau, were solicited with participation in some form by Mr. Kanin and Senator Tsongas, both Committee agents with authority to solicit and receive contributions.13/

The evidence also supports Mr. Rizzo's claim that he did not originally intend the Andover account to be a secret account with the sole purpose of facilitating his embezzlement of contributions.14/ There is no doubt that Mr. Rizzo paid Committee expenditures totaling $25,046 from the Andover account. While Mr. Rizzo ultimately embezzled Committee funds from the Andover account, Mr. Rizzo's misdeeds do not transform the character of the Andover account. It appears that the Committee intended to acknowledge and use the account until the violations related to the account transactions became apparent. Since Mr. Rizzo exercised broad authority over virtually every Committee financial transaction, including opening accounts, opening an

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13/ In his deposition, Mr. Kanin admitted that he knew the amount involved in the Ansin transaction was in excess of $1,000, the statutory limitation for individual contributions. Kanin Deposition at 52-56 (Attachment 2 to MUR 3585 General Counsel's Report dated November 9, 1994): 2 U.S.C. § 441a.

14/ For example, the record indicates that he discussed the possibility of opening an exploratory account with Mr. Kanin and Senator Tsongas.

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account in the Committee's name at the Andover Bank, into which Mr. Rizzo deposited loans and other contributions to the Committee, was within the scope of his authority. Thus, the Committee is responsible for violations related to the Andover account.

C. CONCLUSION

The Committee has provided no compelling legal or factual reasons for the Commission to take no further action in this case. The evidence gathered by the Commission demonstrates that Mr. Rizzo was the Committee's agent with actual and apparent authority to accept contributions, make expenditures, and conduct diverse financial transactions. He was aided in carrying out his improper activities by virtue of his position as an official of the Committee. The Committee cannot escape liability for conduct of its agent that was well within the scope of his authority.

Therefore, the Office of General Counsel recommends that the Commission deny the Committee's request to take no further action and close the file in this matter. Since the Committee has not requested conciliation, we will proceed to the next stage of the enforcement process.

III. REFERRAL MATTERS

The Audit Division referred two findings to this Office arising from the Commission's audit of the Committee that concern the Committee's Andover account: excessive contributions totaling $29,314 deposited in the Andover account, and the misstatement of financial activity for 1991-1992. As noted, we

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recommend that these portions of the audit referrals be separated from the remainder of the referral in MUR 4176 and merged with the instant case.

A. EXCESSIVE CONTRIBUTIONS

No person shall make contributions to any candidate and his or her authorized political committees, with respect to any election for federal office, which in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(a). No committee shall knowingly accept any contributions in violation of the contribution limitations imposed by the act. 2 U.S.C. § 441a(f).

The Committee's Andover account contained $29,314 in excessive contributions from 44 contributors, in addition to the lenders discussed in the previous section. During the audit, the Committee argued that the Andover account was not a Committee account, and that Mr. Rizzo should be held responsible for failing to forward the contributions and the required contributor information to the treasurer. See Committee's Response to the Interim Audit Report, at 6; 2 U.S.C. § 432(b) and 11 C.F.R. § 102.8. The Committee further argued that Mr. Rizzo opened the Andover account "not to further the business of a campaign, but to defraud it," and that the Commission should not require the Committee to be liable for such contributions. See Committee's Response to the Interim Audit Report at 8.

Mr. Rizzo, the Committee's chief fundraiser, received the contributions deposited into the Andover account. As previously discussed, it appears that Mr. Rizzo's receipt of these funds constituted the Committee's receipt of the contributions.

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Therefore, we recommend that the Commission find reason to believe that the Committee received $29,314 in excessive contributions in violation of 2 U.S.C. § 441a(f).

B. MISSTATEMENT OF FINANCIAL ACTIVITY

A committee shall file reports disclosing its amount of cash on hand at the beginning of the reporting period, in addition to the total amount of all receipts and disbursements received or made during the reporting period and calendar year. 2 U.S.C. § 434(b).

The Committee misstated financial activity for 1991.[15] Specifically, the Committee understated its receipts by $705,779; disbursements by $860,917; and overstated its ending cash by $155,138.[16]

During the audit, the Committee responded that it was prepared to submit a comprehensive amendment to its reports for 1991-1993 that would list names of the contributors and their contributions that were deposited in Andover. See Committee's Response to the Interim Audit Report, at 12. The Committee proposed that these amendments would reflect an accounts receivable from Mr. Rizzo for the amount of the contribution

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15/ The Committee materially corrected the misstatements for 1992 by filing an amendment on January 21, 1993.

16/ The misstatements were primarily a result of the Committee's failure to report the $710,662 in loans deposited in the Andover account, and the unreported disbursements from the Andover account of $709,118. The Committee corrected those misstatements related to non-Andover account activity, including inter alia unreported disbursements from its operating, advertising, or payroll accounts totaling $98,519, but did not correct reporting errors related to the Andover account. See Referral at 53.

checks, and contain a footnote that Mr. Rizzo has been ordered to make restitution of these funds to the Committee. Id. at 13. In addition, the Committee suggested that another footnote would explain that the "amounts due to the Committee from Nicholas A. Rizzo . . . are uncollectible." Id. However, the Committee "does not believe that the amendment[s] should list the 'loans' received by Mr. Rizzo fraudulently obtained using the Committee's name." Id. at 14. In conclusion, the Committee disagrees that the Andover account was the Committee's authorized account, which would require that the Committee "report the individual contributions to and disbursements from the Andover account" on Schedules A and B. Id.

As previously outlined, the Committee's receipt of the funds in the Andover account was established by Mr. Rizzo's receipt of these funds. Moreover, since Mr. Rizzo had authority to make disbursements, and the Andover account is a Committee account, disbursements from this account are Committee disbursements.

Therefore, we recommend that the Commission find reason to believe that the Committee violated 2 U.S.C. § 434(b) by its failure to accurately report its receipts and disbursements for 1991.

IV. RECOMMENDATIONS

1. Deny the request of the Tsongas Committee, Inc. and George Kokinos, as treasurer, to take no further action and close the file in this matter with respect to those respondents;

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2. Sever the matters involving excessive contributions totaling $29,314 deposited in the Andover account, and the misstatement of financial activity from MUR 4176 and merge those matters with MUR 3585;

3. Find reason to believe that the Tsongas for President Committee and George Kokinos, as treasurer, violated 2 U.S.C. § 441a(f) by accepting excessive contributions in the amount of $29,314;

4. Find reason to believe that the Tsongas for President Committee, and George Kokinos, as treasurer, violated 2 U.S.C. § 434(b) by misstating financial information on its 1991 disclosure reports;

5. Approve the attached Factual and Legal Analysis;

6. Approve the appropriate letter.

6/23/95
Date

Lawrence M. Noble
General Counsel

Staff assigned: Delanie DeWitt Painter
Jane Whang

Attachments
1. Committee Response dated January 27, 1995
2. Audit Referral (portions)
3. Letter from Sutin to Rizzo dated July 13, 1992
4. Factual and Legal Analysis

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FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20461

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS/LISA R. DAVIS L.R.D.
COMMISSION SECRETARY

DATE: JUNE 29, 1995

SUBJECT: MUR 3585 - GENERAL COUNSEL'S REPORT DATED JUNE 23, 1995.

The above-captioned document was circulated to the Commission on MONDAY, JUNE 26, 1995 at 11:00 a.m.

Objection(s) have been received from the Commissioner(s) as indicated by the name(s) checked below:

Commissioner Aikens	
Commissioner Elliott	XXX
Commissioner McDonald	XXX
Commissioner McGarry	
Commissioner Potter	
Commissioner Thomas	

This matter will be placed on the meeting agenda for TUESDAY, JULY 18, 1995.

Please notify us who will represent your Division before the Commission on this matter.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3585
The Tsongas Committee, Inc.,	)	
and George Kokinos, as treasurer	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on July 18, 1995, do hereby certify that the Commission decided by a vote of 5-1 to take the following actions in MUR 3585:

1. Deny the request of the Tsongas Committee, Inc. and George Kokinos, as treasurer, to take no further action and close the file in this matter with respect to those respondents.

2. Sever the matter involving excessive contributions totaling $29,314 deposited in the Andover account, and the misstatement of financial activity from MUR 4176 and merge those matters with MUR 3585.

3. Find reason to believe that the Tsongas for President Committee and George Kokinos, as treasurer, violated 2 U.S.C. § 441a(f) by accepting excessive contributions in the amount of $29,314.

(continued)

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4. Find reason to believe that the Tsongas for President Committee, and George Kokinos, as treasurer, violated 2 U.S.C. § 434(b) by misstating financial information on its 1991 disclosure reports.

5. Approve the Factual and Legal Analysis recommended in the General Counsel's June 23, 1995 report.

6. Approve the appropriate letter as recommended in the General Counsel's June 23, 1995 report.

Commissioners Aikens, McDonald, McGarry, Potter, and Thomas voted affirmatively for the decision; Commissioner Elliott dissented.

Attest:

7-19-95
Date

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

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 26, 1995

Lyn Utrecht
Oldaker, Ryan & Leonard
818 Constitution Ave., N.W.
Washington, D.C. 20006

RE: MUR 3585
The Tsongas Committee, Inc. and George Kokinos, as treasurer

Dear Ms. Utrecht:

On July 18, 1995, the Federal Election Commission decided to deny your request to take no further action against your clients in this matter. In addition, the Commission found that there is reason to believe your clients, the Tsongas Committee, Inc. and George Kokinos, as treasurer, violated 2 U.S.C. §§ 441a(f) and 434(b), provisions of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath. In the absence of additional information, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

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

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

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have enclosed a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690.

Sincerely,

Danny L. McDonald

Danny L. McDonald
Chairman

Enclosures
Factual and Legal Analysis
Procedures

cc: Paul E. Tsongas

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

MUR 3585

RESPONDENT: The Tsongas Committee, Inc.
and George Kokinos, as Treasurer

I. BACKGROUND

The Tsongas Committee, Inc. (the "Committee") was the principal campaign committee for Paul E. Tsongas, a candidate for the presidential nomination of the Democratic Party in 1992. George Kokinos was the treasurer of the Committee. On November 29, 1994, the Commission found reason to believe that the Committee and George Kokinos, as treasurer, violated 2 U.S.C. §§ 432(h)(1), 441a(f), and 441b(a). By letter dated December 2, 1994, the Commission informed the Committee of these findings, and enclosed a Factual and Legal Analysis setting forth the bases for these determinations. Pursuant to an audit of the Committee, undertaken in accordance with 26 U.S.C. § 9038(a), the Commission has also found that there is reason to believe that the Committee and George Kokinos, as treasurer, violated 2 U.S.C. § 441a(f) by accepting an additional amount of $29,314 in excessive contributions, and 2 U.S.C. § 434(b) by failing to accurately disclose its receipts in the Committee's Andover account.

The following memorandum sets forth the factual and legal analysis of the Commission's determinations, and incorporates by

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reference the Factual and Legal Analysis that was mailed to the Committee on December 2, 1994.

II. FACTUAL AND LEGAL ANALYSIS

A. EXCESSIVE CONTRIBUTIONS

No person shall make contributions to any candidate and his or her authorized political committees, with respect to any election for federal office, which in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(a). No committee shall knowingly accept any contributions in violation of the contribution limitations imposed by the act. 2 U.S.C. § 441a(f).

An audit of the Committee's Andover account revealed that $29,314 in excessive contributions from 44 contributors were deposited into the Andover account.1/ In response to the Interim Audit Report, the Committee argued that the Andover account was not a Committee account, and that Mr. Rizzo is solely accountable for failing to forward the contributions and the required contributor information to the treasurer. See 2 U.S.C. § 432(b) and 11 C.F.R. § 102.8. The Committee further argued that Mr. Rizzo opened the Andover account "not to further the business of a campaign, but to defraud it," and that the Commission should not require the Committee to be liable for such contributions.

Mr. Rizzo, the Committee's chief fundraiser, received the contributions deposited into the Andover account. As previously

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1/ The $29,314 in excessive contributions discussed herein are separate and apart from the excessive contributions from seven individual lenders, which were discussed in the Factual and Legal Analysis previously mailed to the Committee.

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discussed, it appears that Mr. Rizzo's receipt of these funds constituted the Committee's receipt of the contributions. See Factual and Legal Analysis (mailed December 2, 1994) at 33. Therefore, there is reason to believe that the Committee and George Kokinos, as treasurer, received $29,314 in excessive contributions in violation of 2 U.S.C. § 441a(f).

B. MISSTATEMENT OF FINANCIAL ACTIVITY

A committee shall file reports disclosing its amount of cash on hand at the beginning of the reporting period, in addition to the total amount of all receipts and disbursements received or made during the reporting period and calendar year. 2 U.S.C. § 434(b).

The Committee misstated financial activity for 1991. Specifically, the Committee understated its receipts by $705,779; disbursements by $860,917; and overstated its ending cash by $155,138. The misstatements were primarily a result of the Committee's failure to report the $710,662 in loans deposited in the Andover account, and the unreported disbursements from the Andover account of $709,118.

During the audit, the Committee responded that it was prepared to submit a comprehensive amendment to its reports for 1991-1993 that would list names of the contributors and their contributions that were deposited in Andover. The Committee proposed that these amendments would reflect an accounts receivable from Mr. Rizzo for the amount of the contribution checks, and contain a footnote that Mr. Rizzo has been ordered to

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make restitution of these funds to the Committee. In addition, the Committee suggested that another footnote would explain that the "amounts due to the Committee from Nicholas A. Rizzo . . . are uncollectible." However, the Committee "does not believe that the amendment[s] should list the 'loans' received by Mr. Rizzo fraudulently obtained using the Committee's name."

As previously outlined, the Committee's receipt of the funds in the Andover account was established by Mr. Rizzo's receipt of these funds. Moreover, since Mr. Rizzo had authority to make disbursements, and the Andover account is a Committee account, disbursements from this account are Committee disbursements.

Therefore, there is reason to believe that the Committee and George Kokinos, as treasurer, violated 2 U.S.C. § 434(b) by its failure to accurately report its receipts and disbursements for 1991.

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FRIEDMAN & ATHERTON
COUNSELLORS AT LAW
EXCHANGE PLACE
60 STATE STREET
BOSTON, MA
02109

TELEPHONE
617-227-5540

TELECOPIER
617-523-1550

By Fax (202-219-1043)

July 18, 1995

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

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL COUNSEL
Jul 19 8 37 AM '95

Re: MUR 3585 - William Berg

Dear Ms. Painter:

Thank you for your call today: I appreciate your professional concern.

This will confirm that Mr. Berg has called you with my knowledge, and that you are free to speak with him directly. Although I continue to represent Mr. Berg on an as-needed basis, and you should feel free to call me should it appear necessary, the cost of legal representation has led Mr. Berg to seek to represent himself to the extent that he can.

If I may be of further assistance, please let me know.

Sincerely,

Alan M. Spiro

cc: William Berg

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20461

August 10, 1995

VIA FIRST CLASS MAIL

Jonathan S. Springer, Esq.
Shaines & McEachern
25 Maplewood Ave., P.O. Box 360
Portsmouth, NH 03802-0360

RE: MUR 3585
Thomas D. Kelley, Jr.

Dear Mr. Springer:

Please find enclosed a conciliation agreement that the Commission has approved in settlement of this matter.

If your client, Mr. Kelley, agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Jane J. Whang
Attorney

Enclosure
Conciliation Agreement

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OLDAKER, RYAN & LEONARD
ATTORNEYS AT LAW
818 CONNECTICUT AVENUE, N.W.
SUITE 1100
WASHINGTON, D.C. 20006

(202) 728-1010
FACSIMILE (202) 728-4044

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

August 7, 1995

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

MUR 3585
The Tsongas Committee, Inc.
and George Kokinos, as
treasurer

Dear Ms. Painter:

I am writing on behalf of the Tsongas Committee, Inc. and George Kokinos, as treasurer, to request an extension of time to prepare a sufficient response in the above-referenced matter. In light of a number of upcoming deadlines in other matters and the need to communicate further with my clients, I am requesting an extension of twenty days from the original due date, making Tuesday, September 5, 1995, the new due date.

We would greatly appreciate your assistance in granting us this additional time to respond. If you have any questions, please do not hesitate to call.

Sincerely,

Lyn Utrecht

Lyn Utrecht

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 21, 1995

Lyn Utrecht
Oldaker, Ryan & Leonard
818 Connecticut Avenue, N.W.
Suite 1100
Washington, D.C. 20006

RE: MUR 3585 --
The Tsongas Committee, Inc.
and George Kokinos, as
treasurer

Dear Ms. Utrecht:

I write in response to your letter dated August 7, 1995, in which you requested a twenty day extension of time, until September 5, 1995, for the Tsongas Committee, Inc. and George Kokinos, as treasurer to respond to the Commission's additional reason to believe findings in the above-captioned matter. We have considered your request and will grant it.

Therefore, the Committee's response is due by the close of business on September 5, 1995. If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Celebrating the Commission's 20th Anniversary
YESTERDAY, TODAY AND TOMORROW
DEDICATED TO KEEPING THE PUBLIC INFORMED

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RECEIVED
FEDERAL ELECTION
COMMISSION
SECRETARIAT

BEFORE THE FEDERAL ELECTION COMMISSION

Aug 23 4 33 PM '95

In the Matter of)
)
Roger G. Trudeau) MUR 3585
)

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On April 12, 1993, the Commission found reason to believe that Roger G. Trudeau violated 2 U.S.C. § 441a(a)(1)(A) by making excessive contributions in the form of loans to the Tsongas Committee, Inc.1/ On November 29, 1994, the Commission authorized this Office to enter into negotiations with Mr. Trudeau directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Mr. Trudeau made contributions in the form of four loans, totaling $80,000, which exceeded his individual contribution limitation by $79,000.

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We

1/ On January 21, 1994, following the decision in FEC v. NRA Political Victory Fund, 6 F. 3d 821 (D.C. Cir. 1993), petition for cert. dismissed for want of jurisdiction, 115 S. Ct. 537 (1994), the Commission revoted to find reason to believe that Mr. Trudeau violated 2 U.S.C. § 441a(a)(1)(A).

recommend that the Commission approve the attached conciliation agreement for Mr. Trudeau.

II. **ANALYSIS**

Mr. Trudeau loaned the Tsongas Committee, Inc. $80,000, $65,000 of which was never repaid. In his deposition on July 13, 1993, Mr. Trudeau stated that he used some of his personal funds, including funds from a brokerage account to

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make the loans.

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III. RECOMMENDATIONS

1. Approve the attached conciliation agreement for respondent Roger G. Trudeau.

2. Approve the appropriate letter.

8/23/95
Date

Lawrence M. Noble by KAK
Lawrence M. Noble
General Counsel

Staff Assigned: Jane J. Whang
Jack MacDonald

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Roger G. Trudeau.) MUR 3585

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on August 29, 1995, the Commission decided by a vote of 6-0 to take the following actions in MUR 3585:

1. Approve the conciliation agreement for respondent Roger G. Trudeau, as recommended in the General Counsel's Report dated August 23, 1995.

2. Approve the appropriate letter, as recommended in the General Counsel's Report dated August 23, 1995.

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

Attest:

8-30-95
Date

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

Received in the Secretariat: Wed., Aug. 23, 1995 4:33 p.m.
Circulated to the Commission: Thurs., Aug. 24, 1995 11:00 a.m.
Deadline for vote: Tues., Aug. 29, 1995 4:00 p.m.

bjr

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 31, 1995

VIA FIRST CLASS MAIL

Edward C. Cooley, Esq.
Giarrusso, Norton, Cooley & McGlone, P.C.
Marina Bay
308 Victory Road
Quincy, MA 02171

RE: MUR 3585
Roger G. Trudeau

Dear Mr. Cooley:

Please find enclosed a conciliation agreement that the Commission has approved in settlement of this matter. Please note that the civil penalty has been reduced due to your client's financial situation. If your client, Mr. Trudeau, agrees with the provisions of the enclosed agreement, please sign and return it, along with the first installment payment of the civil penalty, to the Commission.

If you have any questions, please contact Jane J. Whang at (202) 219-3690.

Sincerely,

Kenneth E. Kellner
Assistant General Counsel

Enclosure
Conciliation Agreement

9704378547 5

OLDAKER, RYAN & LEONARD
ATTORNEYS AT LAW
818 CONNECTICUT AVENUE, N.W.
SUITE 1100
WASHINGTON, D.C. 20006

(202) 728-1010
FACSIMILE (202) 728-4044

LYN UTRECHT

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September 5, 1995

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

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OFFICE OF GENERAL
COUNSEL

RE: MUR 3585
The Tsongas Committee, Inc. and George Kokinos, as treasurer

Dear Mr. Noble:

I am writing on behalf of the Tsongas Committee, Inc. (the "Campaign" or "Committee") and George Kokinos, as treasurer, (the "Respondents") to request that the Commission provide the Respondents with any and all information, statements, or testimony used by the Commission in support of its finding of reason to believe in the above-referenced matter.

After reviewing the Commission's December 2, 1994 and July 26, 1995 Legal and Factual Analysis, it is clear that the Commission relied on statements and testimony which have not been provided to the Respondents. Clearly, one such example is the statements made to the Commission by Mr. Nicholas Rizzo. Although Mr. Rizzo was convicted on 26 different counts, including four for making false statements, and 15 for violations of FECA, apparently the Commission has to a large extent used statements made by Rizzo to establish the basis of its findings. We believe that Mr. Rizzo's lack of credibility renders his statements unfit for such a purpose. However, if the Commission insists upon using statements made by him, then equity and due process require that the Respondents be provided with a copy of such statements so they may have the opportunity to prepare a complete response and to provide the FEC specific evidence countering his apparent statements.

Without these statements, the Respondents are placed at a significant and unfair disadvantage. Basic notions of due process require that the Respondents be allowed a full and fair opportunity to articulate their position. Without access to the statements we are

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requesting herein, no complete response is possible. While we have cited Mr. Rizzo as one example of the statements we are seeking, it appears that he is not the only source of information that the Commission has relied upon without allowing the Respondents an opportunity to review and respond to specific factual allegations. Thus, we hereby formally request that the Commission forward any and all statements and testimony upon which the Commission relied in finding reason to believe that the Respondents violated the FECA. Upon receipt of these materials, we request an additional opportunity to respond.

Sincerely,

Lyn Utrecht

Lyn Utrecht

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OFFICE OF GENERAL
COUNSEL

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3585
The Tsongas Committee, Inc.	)	
and George Kokinos, as Treasurer	)	

RESPONSE OF THE TSONGAS COMMITTEE, INC. AND GEORGE KOKINOS, AS TREASURER, TO FEC FINDING OF REASON TO BELIEVE

This response is filed on behalf of the Tsongas Committee ("the Committee") and George Kokinos, as Treasurer, to the finding issued by the by the Federal Election Commission ("FEC" or "Commission") on July 26, 1995, that there is reason to believe that the Respondents violated 2 U.S.C. §§ 441a(f) and 434(b) of the Federal Election Campaign Act of 1971, 2 U.S.C. §431 et seq. ("FECA" or the "Act").

We renew our earlier requests that the Commission take no further action in this matter. Pursuit of the Committee and Mr. Kokinos is not required by law, principles of justice nor is it necessary for the protection of the integrity of the public financing process. On the contrary, these principles clearly support the conclusion that further action against the Respondents is both unjust and legally incorrect. This theft was remedied. Nicholas Rizzo has been convicted on 26 separate counts and sentenced to 52 months in federal prison for his criminal activities in this matter. Mr. Rizzo's victims have already suffered irreparable monetary injuries along with damage to their personal and political reputations. No principle of justice is served by further punishing Mr.

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Rizzo's victims -- the Respondents. The Committee remains willing to take any administrative actions the Commission deems necessary to amend its FEC reports.[1]

I. Background

The Respondents have previously provided the Commission with a complete factual background concerning this matter. While we will not attempt to repeat the entire history in this response, we urge the Commission to re-read our previous recitation of the facts filed on January 17, 1995. Certain key points merit repetition.

Nicholas Rizzo embezzled over $900,000 in the process of victimizing the Respondents, contributors and lenders. When the Committee discovered Mr. Rizzo's actions, they conducted an internal investigation, and notified the Federal Election Commission, and later notified federal law enforcement authorities. As a result, Mr. Rizzo was convicted in federal court on 26 separate counts and is currently serving a 52 month prison sentence. The 26 counts included: five counts of mail fraud, one count of

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[1] In the correspondence referenced above, the Commission indicated that it found reason to believe that the Committee violated §441a(f) of the Act through its improper receipt if $29,314 of excessive campaign contributions from 44 individuals. The Commission staff notes that this allegation is "separate and apart from the excessive contributions from seven individual lenders, which were discussed in the Factual and Legal Analysis previously [December 2, 1994] mailed to the Committee." Factual and Legal Analysis at 2, fn. 1, dtd July 26, 1995. This statement notwithstanding, it appears as though this §441(a)(f) allegation was previously asserted by the Commission in its December 2, 1994 correspondence. See Factual and Legal Analysis, dtd December 2, 1994, at 39 ("Therefore, there is reason to believe that the Tsongas for President Committee, Inc. and George Kokinos, as treasurer, accepted $29,314 in excessive contributions from 42 individuals in violation of §441a(f).") The Committee believes that it has already provided a complete response to this allegation in its submission dated January 17, 1995. That notwithstanding, our response to both the §§441a(f) and 434(b) allegations are contained herein.

Additionally, there is some confusion as to the number of individuals and lenders that the Commission alleges to have been involved. The December 2, 1994 correspondence refers to eight lenders and 42 individual contributors, whereas the July 26, 1995 correspondence refers to seven lenders and 44 contributors. For the purposes of formulating this response, we will use the 42 individual contributor and eight lender numbers as these are the figures most frequently cited by the Commission in its communications.

money laundering, 15 counts of criminal violations of the FECA, four counts of false statements, and one count seeking criminal forfeiture.[2] Rizzo was also ordered to pay restitution to the eight lenders totaling $899,000 and $600,000 to the US Government.

After an extensive investigation of this matter, the District Attorney's office concluded that Rizzo acted "without the knowledge or authorization of other members of the Committee".[3] The federal prosecutors who obtained the conviction against Mr. Rizzo concluded that the Committee was a victim of Mr. Rizzo's fraud and that the Committee should not be held liable for Mr. Rizzo's criminal acts under any legal theory. Moreover, the government proposed and received a restitution order in favor of the Committee. Rizzo Sentencing Hrg. Tr. at 37, 41, 44.

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II. All Commission arguments assume that Mr. Rizzo was acting as an agent for the Committee. In fact, he was not.

The Respondent's have previously addressed the issue of Mr. Rizzo's status as an "agent". See Committee Response dated January 17, 1995. The following is provided in addition and incorporates herein the previous response by reference.

The Commission continues to premise its allegations on an incorrect application of the law of agency. In sum, concluding that because Mr. Rizzo was a Committee

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2 The respondents again note that the Commission, in its Factual and Legal Analysis, repeatedly rely on statements that it has apparently elicited from Rizzo. As noted above, not only is Rizzo a convicted felon, currently serving a 52 month prison sentence, but 4 counts of his 26 count conviction were for making false statements. Although the Commission relies heavily on Rizzo's statements, the Respondents have not been permitted to review this "testimony". Although we believe that any statement made by Rizzo lacks sufficient credibility to merit use by the Commission, if the Commission in insists on using the statements to form the basis of its allegations, then equity requires that the Respondents be provided with the statements in order to formulate a complete response.

3 Superseding Indictment at 5 ¶ 3. (provided to the Commission previously)

fundraiser at the time of his criminal activity, any funds received by him and any violations committed by him should be imputed to the Committee. In support of its agency theory of liability, the Commission points to both the Restatement (Second) of Agency and Supreme Court caselaw. Again, after extensive investigation, the District Attorney's office determined that the Committee was a **victim** of Rizzo's fraud and that the Committee should not be held liable for his criminal conduct.

A. The law of Agency and the Restatements (Second) of Agency do not support a finding of principal liability.

The Commission relies upon the Restatement of Agency and common law principles to support their contention that Mr. Rizzo was acting within the scope of his employment at the time he embezzled loans and campaign funds to pay his bookies, casino debts, and personal loan obligations. However, the Respondents assert, as we have previously, that the Commission's interpretation of these authorities ignores crucial definitional elements contained within the principles of Agency and the relevant case law. As stated in the Commission's legal analysis, "Where a principal grants an agent express or implied authority, the principal generally is responsible for the agent's acts within the scope of his authority. Factual and Legal Analysis at 26, (quoting Weeks v. United States, 245 U.S. 618, 623 (1918)) (emphasis added). The Restatement section quoted by the Commission in its legal analysis provides that an agent is acting within his scope of employment if, but only if:

(a) it is of the kind he is employed to perform
(b) it occurs substantially within the authorized time and space limits; [and]
(c) it is actuated, at least in part, by a purpose to serve the master

Restatement (Second) of Agency, §228(1)

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This section further provides that "Conduct of a servant is not within the scope of employment if it is different in kind from that authorized, far beyond the authorized time or space limits, or too little actuated by a purpose to serve the master." There can be little doubt that Mr. Rizzo acted only to further his own personal and financial interests. The Restatement does not permit liability without an intent by the agent to benefit the principal. Mr. Rizzo intended and succeeded in benefiting no one but himself when he embezzled campaign funds to pay off gambling and other personal debts. His actions inflicted irreparable damage upon his employer. Because Mr. Rizzo embezzled lawfully contributed campaign contributions, these funds were diverted from use by the Committee. As a result, the Committee (1) was unable to use the funds to qualify for federal matching funds, (2) was deprived of the use of the contributions and matching funds at a critical point in the presidential primary race and (3) suffered serious reputational harm. There is no part of Mr. Rizzo's conduct that can be said to have been actuated even in part by a purpose to serve or benefit the Respondents.

Additionally, section 235 of the Restatement entitled "Conduct Not for Purpose of Serving Master" states that "An act of the servant is not within the scope of employment if it is done with no intention to perform it as a part of or incident to a service on which account he is employed" (emphasis added). Comment a of §235 explains "The rule stated in this section applies although the servant would be authorized to do the very act done if it were done for the purpose of serving the master, and although outwardly the act appears to be done on the master's account, it is the state of the servant's mind which is material." (emphasis added). To the extent that Mr. Rizzo's statements have been used

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by the Commission to forward its theory of liability, his statements are also useful in exonerating the Respondents. When questioned by Committee counsel, Mr. Rizzo consistently stated that the loans he fraudulently obtained were intended by him to be his individual and personal obligations. In the transcript of his sentencing hearing, Rizzo stated "they were loans that were made that I told each of the individuals that I would be responsible for, and I still feel I am responsible for the repayment". Transcripts at 26. In the sentencing hearing, Rizzo's attorney stated to the court that Mr. Rizzo "knew the [money] would never be used for the Tsongas campaign." His intentions with respect to the individual contributor funds were certainly the same as his intentions concerning the loans. Not only did Mr. Rizzo not act with the purpose of serving the Respondents, he clearly did not intend his actions to inure to their benefit.

The requirement that an agent act within his scope of employment does not mean simply that the agent be within the principal's employ; it defines a set of parameters within and only within which an employer may be held liable. The Commission's interpretation of agency liability reads out the phrase "within the scope of employment" and collapses the meaning to merely "employed". Similarly, the Commission's interpretation of what activity falls within an agent's scope of employment completely ignores the requirement that the agent's activity at least in part benefit his employer and that the agent intend that his actions benefit the employer. Mr. Rizzo's activities neither fell within his scope of employment nor can they be said to have been actuated in whole or in part by a purpose to benefit the Tsongas Committee, and in fact, his actions in no way benefited the Respondents.

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B. The apparent authority theory of principal liability enunciated in American Society of Engineers v. Hydrolevel Corp., is inapplicable to the matter presently before the Commission.

The Commission relies on American Society of Engineers v. Hydrolevel Corp., 456 U.S. 556 (1982) (hereinafter "ASME") to support its contention that the Respondents should be held liable for Mr. Rizzo's actions under an apparent authority theory. While the holding of ASME may have been correctly stated in the Commission's legal analysis, the Supreme Court was quite specific about the particular facts present in that case and the attendant policy rationale that necessitated its decision. Neither the egregious facts of that case nor its policy rationale are present in this case. Thus, ASME is inapplicable. The facts surrounding the matter currently under review do not support subjecting the Respondents to FECA liability under an apparent authority theory.

The Court, in ASME, took great pains to detail the particular facts and policy rationale that rendered the American Society of Mechanical Engineers (the "organization") the appropriate target of liability. As a starting point, the organization was an extremely influential standard setting body that through its actions had the "ability to affect the destinies of businesses...". id at 571. The Court went so far as to liken the organization to an "extra-governmental agency, which prescribes rules for the regulation and restraint of interstate commerce." id. at 570 (quoting Fashion Originators' Guild of America, Inc., 312 U.S. 457, 465 (1941)). In addition to its tremendous influence across an entire industry, the imposition of liability was a practical necessity as a deterrent because the organization was one with a continuing existence, "rife with opportunities for anti-competitive activity". id at 571. The Tsongas Campaign Committee bears no resemblance to an organization of this type.

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The Court was particularly troubled by the egregious acts of both the agent and the principal. In ASME, the principal was notified of its agent's wrong doing by the victim. Presented with this notice and opportunity for correction, however, the principal affirmatively denied the victim any relief. Instead, it arguably compounded its victim's injuries. Not only was the principal in ASME presented with one opportunity to cure, it was given a second opportunity as well. At a later date, the victim again confronted the organization and presented it with clear and convincing evidence of its agent's misconduct. Not only did the principal fail to correct this second time, it affirmatively acted to join in its agent's wrongful conduct. Following the second notification, the principal conducted an internal investigation of the matter and as a result, not only did it not take action to cure its agent's wrong doing, it went so far as to **commend** the agent. It took the passage of four years and a hearing before a Senate Subcommittee to bring the principal and agent's wrongful conduct to light. There was no doubt in ASME that the principal had ample notice and opportunity to cure its agent's wrongful act. As a result of the principal's failure to correct and affirmative denial of relief, the victim suffered irreparable economic damage and was forced to liquidate its business. There is no parallel factual circumstance in the Respondents' situation. Once alerted to Mr. Rizzo's criminal activities, the Respondents took immediate action, removing him from his position and alerting law enforcement agencies.

The Court also detailed the policy justifications for the result in ASME. The predominate policy rationale throughout the majority opinion was the belief that the imposition of liability was required to further the broad principles underlying the antitrust laws -- the discouragement of anti-competitive behavior. The matter now before the

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Commission does not involve any of the anti-competitive behavior addressed by the antitrust laws. To the extent that the Commission believes that it has a duty under FECA to protect the use of public monies and the integrity of the public financing process, the criminal actions of Mr. Rizzo did not threaten public funds. As we have repeatedly noted, Mr. Rizzo's actions in fact deprived the Respondents of approximately $75,000 of federal matching funds that they could have received had Rizzo not over $150,000 in lawful campaign contributions. There was no harm to the system of public financing.

The Court also noted that "[b]ehind the principal's liability under an apparent authority theory, then is ... the desire that third persons should be given reasonable protection in dealing with agents". id at 567. In other words, in ASME, the principal was held liable to both protect and vindicate the victim's rights. In the matter presently before the Commission, the Respondents are the victims of Mr. Rizzo's criminal conduct. The Court, in ASME sought to provide compensation to the victim of the agent's and principal's wrongful acts. The victim in ASME was a private entity who had suffered severe economic harm at the hands of that organization. Liability there was arguably appropriate. Here, however, imposing liability upon the Respondents for Mr. Rizzo's criminal acts serves no function of compensating or protecting his victims, it merely serves to inflict further damage upon them.

In his concurring opinion, Chief Justice Burger expressly stated that while he agreed with the result in ASME, he did so because after notice of the agent's conduct, "[the principal] permitted itself to be used to further a scheme which caused injury to the respondent." id at 578. He cautioned that "on that basis, the judgment against [the principal] should be affirmed, but no general rule can appropriately be drawn from the

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Court's holding". id. The Commission's reliance on ASME to support imposition of liability upon the Respondents is unwarranted. The egregious facts and policy rationales supporting liability in that case are simply not applicable to the Respondents' situation.

III. Mr. Rizzo was not acting as an agent for the Committee when he illegally received $29,314 in excessive contributions. Therefore, Mr. Rizzo's actions cannot be imputed to the Committee. The Committee did not "receive" $29,314 in excessive contributions in violation of §441a(f).

As stated above, when Mr. Rizzo embezzled $189,737 of individual contributors' funds from the Tsongas Committee and used those funds to repay his bookies, casino debts, and personal loan obligations, he was not acting within the scope of his employment nor with the intent or effect of benefiting the Committee. In fact he consciously chose to harm the Committee in order to advance his own financial interests.

The Commission has determined that $29,314 of the contributors' funds embezzled by Mr. Rizzo were actually excessive contributions in violation of 2 U.S.C. §441a(f). The Commission asserts that the Committee, through Mr. Rizzo, is itself guilty of violating §441a(f). The attribution of Mr. Rizzo's receipt of the contributions to the Committee is a fiction. It is not supported by the facts nor the law of agency.

Had the Committee actually received these excessive contributions, they would have processed them in ordinary course. The contributions would have been entered into the Committee's contributor database. Once entered, these contributions would have been aggregated with all contributions received previously. After aggregation, the Committee's database program would have run a check against all aggregated amounts to ensure that no contributor had provided the Committee with funds in excess of the legal

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contribution limit. At that point, the program would have produced a listing of any excessive contributions. The Committee would then have manually reviewed the list to ensure its accuracy. It would then have issued a Committee check for the amount in excess of the contributor's legal limit and return the amount to the contributor; reporting both the excess receipt and refund disbursement to the FEC during the next scheduled reporting cycle.

Because the notion of "receipt by the Committee of $29,314 of excessive contributions" is a fiction, in that it did not actually occur, none of the above could have occurred. Had the Committee actually physically processed the contributions in question, they would have refunded the excessive amounts to the contributors. The Respondents are at a loss as to how they could have remedied a violation they had no way of discovering.

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IV. The Committee did not "receive" the contributions or loans that Mr. Rizzo embezzled, nor did it "make" the disbursements that Mr. Rizzo issued. Therefore, it could not have reported these activities and did not violate §434(b).

The Committee could not have reported these contributions and disbursements because it did not receive nor make them. As simple as this may sound, its logic is inescapable. For the same reasons that the Respondents were unable to detect the excessive contributions from 42 individual contributors, because they did not receive them, they could not report or account for these funds. Because they were unaware of and did not receive the loans that Mr. Rizzo fraudulently received from eight lenders, the Respondents could not have reported or accounted for them. As the Respondents were

unaware of the disbursements that Mr. Rizzo made in his effort to hide his criminal activity, they could not have reported or accounted for these either. For the reasons explained above and in previous Respondent communications, the Respondents should not be held liable for Mr. Rizzo's criminal conduct which resulted in the Committee reports reflecting inaccurate financial activity.

Putting aside the fiction of constructive receipts and disbursements, the simple truth is the Committee could not have stated its financial activity in any way differently than it actually did. After learning of Mr. Rizzo's activities, the Committee notified the Commission and attempted to initiate corrective reporting actions. The Committee remains willing to accommodate such administrative corrections.

V. Conclusion.

In summary, Mr. Rizzo embezzled a substantial sum of money from the Campaign. The Respondents had no knowledge of this activity until they confronted Mr. Rizzo. The Respondents were irreparably harmed by Mr. Rizzo's actions. In addition to reputational damage, they were deprived of funds that were needed at a critical point in the 1992 presidential race. As a result of his criminal conduct, Mr. Rizzo was arrested, tried and convicted on 26 separate counts. He is currently serving a 52 month prison sentence. After an extensive investigation, federal prosecutors concluded that the Committee was an unknowing and innocent victim of Rizzo's fraud, and declined to hold them liable for his actions. No principle of justice or public policy is served by further penalizing the Respondents for Mr. Rizzo's criminal acts. We ask that you take no further action in this matter.

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Should the Commission determine that it wishes to take further action, the Respondents respectfully request a pre-probable cause conciliation conference to discuss whether there is any possibility of resolving this matter in a fair and judicious way short of litigation. Should the Commission believe that such an effort might be worthwhile, the Respondents would welcome such an opportunity.

Respectfully submitted,

Lyn Utrecht
Oldaker, Ryan & Leonard
818 Connecticut Avenue, N.W.
Suite 1100
Washington, D.C. 20006

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 22, 1995

Lyn Utrecht
Oldaker, Ryan & Leonard
818 Constitution Avenue, N.W.
Washington, DC 20006

RE: MUR 3585 -- The Tsongas Committee, Inc.
and George Kokinos, as Treasurer

Dear Ms. Utrecht:

I write to advise you that I will be leaving the Commission on September 22, 1995. Henceforth, Delanie Dewitt Painter will be representing the Commission in the above-referenced matter. She may be reached at (202) 219-3690.

Sincerely,

James S. Portnoy
Attorney

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 22, 1995

E. Mark Braden, Esq.
Baker & Hostetler
Suite 1110
1050 Connecticut Avenue, N.W.
Washington, DC 20036

RE: MUR 3585 (Anastasios Kalogianis)

Dear Mr. Braden:

I write to advise you that I will be leaving the Commission on September 22, 1995. Henceforth, Delanie Dewitt Painter will be representing the Commission in the above-referenced matter. She may be reached at (202) 219-3690.

Sincerely,

James S. Portnoy
Attorney

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
Thomas D. Kelley, Jr.)
)

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

Attached is a conciliation agreement which has been signed by respondent Thomas D. Kelley, Jr. The attached agreement contains no changes from the agreement approved by the Commission on August 8, 1995, and we have received a check for the $4,000.00 civil penalty.

II. RECOMMENDATIONS

1. Accept the attached conciliation agreement with respondent Thomas D. Kelley, Jr.
2. Close the file with respect to this respondent.
3. Approve the appropriate letter.

10/18/95
Date

Lawrence M. Noble by trc
Lawrence M. Noble
General Counsel

Attachment
1. Conciliation Agreement

Staff Assigned: Jane J. Whang
Jack MacDonald

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Thomas D. Kelley, Jr.) MUR 3585
)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on October 23, 1995, the Commission decided by a vote of 5-0 to take the following actions in MUR 3585:

1. Accept the conciliation agreement with respondent Thomas D. Kelley, Jr., as recommended in the General Counsel's Report dated October 18, 1995.

2. Close the file with respect to this respondent.

3. Approve the appropriate letter, as recommended in the General Counsel's Report dated October 18, 1995.

Commissioners Aikens, Elliott, McDonald, McGarry, and Thomas voted affirmatively for the decision; Commissioner Potter did not cast a vote.

Attest:

10-24-95
Date

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

Received in the Secretariat: Wed., Oct. 18, 1995 12:34 p.m.
Circulated to the Commission: Wed., Oct. 18, 1995 4:00 p.m.
Deadline for vote: Mon., Oct. 23, 1995 4:00 p.m.

lrd

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 30, 1995

Jonathan S. Springer, Esq.
Shaines & McEachern
25 Maplewood Ave., P.O. Box 360
Portsmouth, NH 03802-0360

RE: MUR 3585
Thomas D. Kelley, Jr.

Dear Mr. Springer:

On October 23, 1995, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your client's behalf in settlement of a violation of 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). Accordingly, the file has been closed in this matter as it pertains to Mr. Kelley. Please be advised that the civil penalty in this agreement reflects unusual factors brought forth during the investigation.

This matter will become public within 30 days after it has been closed with respect to all other respondents involved. Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become part of the public record.

You are advised that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply with respect to all respondents still involved in this matter. The Commission will notify you when the entire file has been closed.

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Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Jane J. Whang
Attorney

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Thomas D. Kelley, Jr.	)	MUR 3585
	)	
	)	

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Thomas Kelley ("Respondent") violated 2 U.S.C. § 441a(a)(1)(A).

NOW THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

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

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Paul Tsongas was a candidate for the nomination of the Democratic Party for the office of President of the United States for the election held in November 1992. The

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Tsongas Committee, Inc. (the "Tsongas Committee") was the authorized committee of Mr. Tsongas and, as such, was authorized to receive contributions on behalf of Mr. Tsongas.

2. Nicholas Rizzo was the principal fundraiser for the Tsongas Committee. The Tsongas Committee retained Mr. Rizzo to perform fundraising services. Mr. Rizzo was an agent of the Tsongas Committee for the purpose of soliciting and accepting contributions.

3. Respondent is an individual who resides in Portsmouth, New Hampshire. Respondent is a person as defined in 2 U.S.C. § 431(11).

4. Pursuant to 2 U.S.C. § 441a(a)(1)(A), it is unlawful for a person to 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.

5. Pursuant to 2 U.S.C. § 431(8)(A)(i), a loan made by a person for the purpose of influencing any election for federal office is a contribution.

6. On October 22, 1991, Respondent was introduced to Mr. Rizzo by his employer, Steven Griswold. Mr. Rizzo told Respondent that he was the campaign manager for the Tsongas Committee. He then solicited Respondent to loan the Tsongas Committee $25,000. Respondent gave Mr. Rizzo a check for $25,000 payable to the Tsongas Committee.

7. Respondent was not repaid any of his $25,000 loan.

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V. Respondent violated 2 U.S.C. § 441a(a)(1)(A) by making a $25,000 loan to the Tsongas Committee. Respondent exceeded the maximum individual contribution limitation by $24,000.

VI. The Federal Election Commission has determined the appropriate civil penalty to be twelve thousand dollars ($12,000.00), pursuant to 2 U.S.C. § 437g(a)(5)(A). However, the Commission recognizes the unusual set of circumstances surrounding the respondent's financial status, as detailed in financial information provided to the Commission, and the fact that it appears unlikely that the respondent will have the ability to pay a greater penalty in the future. In light of this situation, the Commission will accept a civil penalty of four thousand dollars ($4,000.00) from Mr. Kelley in satisfaction of his violation of 2 U.S.C. § 441a(a)(1)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein, or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the

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requirements contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble by KBC
Lawrence M. Noble
General Counsel

10/26/95
Date

FOR THE RESPONDENT:

Thom D Kelly Jr
(Name)
(Position)
Thomas D Kelley Jr

9/20/95
Date

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SHAINES and McEACHERN
Professional Association, Trust Account
25 MAPLEWOOD AVENUE
PORTSMOUTH, NEW HAMPSHIRE 03801
TELEPHONE (603) 436-3110

GRANITE BANK
DURHAM, NEW HAMPSHIRE (0)
54-7016
2117

№ 1959

CHECK NO. 001959
CHECK DATE 10/06/1995

PAY FOUR THOUSAND AND 00/100 DOLLARS**********

CHECK AMOUNT
$*******4,000.00

TO THE ORDER OF Federal Election Commission

RE: MUR#3585

RECEIVED
FEDERAL ELECTION
COMMISSION
SECRETARIAT
Oct 18 12 34 PM '95

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
Roger Trudeau)
)

SENSITIVE

GENERAL COUNSEL'S REPORT

I. **BACKGROUND**

Attached is a conciliation agreement which has been signed by counsel for respondent Roger Trudeau. The attached agreement contains no changes from the agreement approved by the Commission on August 29, 1995, and we have received a check for $3,000.00, representing the first of two installment payments.

II. **RECOMMENDATIONS**

1. Accept the attached conciliation agreement with respondent Roger Trudeau.
2. Close the file with respect to this respondent.
3. Approve the appropriate letter.

10/18/95
Date

Lawrence M. Noble by KBZ
Lawrence M. Noble
General Counsel

Attachment
1. Conciliation Agreement

Staff Assigned: Jane J. Whang
Jack MacDonald

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Roger Trudeau.	)	MUR 3585
	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on October 23, 1995, the Commission decided by a vote of 5-0 to take the following actions in MUR 3585:

1. Accept the conciliation agreement with respondent Roger Trudeau, as recommended in the General Counsel's Report dated October 18, 1995.

2. Close the file with respect to this respondent.

3. Approve the appropriate letter, as recommended in the General Counsel's Report dated October 18, 1995.

Commissioners Aikens, Elliott, McDonald, McGarry, and Thomas voted affirmatively for the decision; Commissioner Potter did not cast a vote.

Attest:

10-24-95
Date

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

Received in the Secretariat: Wed., Oct. 18, 1995 12:34 p.m.
Circulated to the Commission: Wed., Oct. 18, 1995 4:00 p.m.
Deadline for vote: Mon., Oct. 23, 1995 4:00 p.m.

lrd

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 30, 1995

Edward C. Cooley, Esq.
Giarusso, Norton, Cooley & McGlone, P.C.
Marina Bay
308 Victory Road
Quincy, MA 02171

RE: MUR 3585
Roger G. Trudeau

Dear Mr. Cooley:

On October 23, 1995, the Federal Election Commission accepted the signed conciliation agreement and civil penalty installment payment submitted on your client's behalf in settlement of a violation of 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). Accordingly, the file has been closed in this matter as it pertains to Mr. Trudeau. Please be advised that the civil penalty in this agreement reflects unusual factors brought forth during the investigation.

This matter will become public within 30 days after it has been closed with respect to all other respondents involved. Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become part of the public record.

You are advised that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply with respect to all respondents still involved in this matter. The Commission will notify you when the entire file has been closed.

Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please be reminded that the second civil penalty installment payment of $3,000 is due within six

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months of this agreement's effective date, or no later than April 13, 1995. If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Jane J. Whang
Attorney

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Roger Trudeau) MUR 3585

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Roger Trudeau ("Respondent") violated 2 U.S.C. § 441a(a)(1)(A).

NOW THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

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

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Paul Tsongas was a candidate for the nomination of the Democratic Party for the office of President of the

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United States for the election held in November 1992. The Tsongas Committee, Inc. (the "Tsongas Committee") was the authorized committee of Mr. Tsongas and, as such, was authorized to receive contributions on behalf of Mr. Tsongas.

2. Dennis Kanin was the campaign manager of the Tsongas Committee, and an agent of the Tsongas Committee for the purpose of soliciting and accepting contributions.

3. Nicholas Rizzo was the principal fundraiser for the Tsongas Committee. The Tsongas Committee retained Mr. Rizzo and Benco, Inc. ("Benco"), a corporation controlled by Mr. Rizzo, to perform fundraising services. Mr. Rizzo and Benco were agents of the Tsongas Committee for the purpose of soliciting and accepting contributions.

4. Respondent is an individual who resides in Chelmsford, Massachusetts. Respondent is a person as defined in 2 U.S.C. § 431(11).

5. Pursuant to 2 U.S.C. § 441a(a)(1)(A), it is unlawful for a person to 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.

6. Pursuant to 2 U.S.C. § 431(8)(A)(i), a loan made by a person for the purpose of influencing any election for federal office is a contribution.

7. During August and September 1991, following solicitations by Dennis Kanin and Nicholas Rizzo, Respondent made loans totaling $80,000 in the form of four checks made payable to Benco, Inc., but intended to benefit the Tsongas

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Committee. The circumstances surrounding the loans are as follows:

a. On August 7, 1991, at Mr. Rizzo's request, Respondent met Mr. Rizzo and Mr. Kanin for lunch at the Meridien Hotel in Boston. Mr. Rizzo advised Respondent that the Tsongas campaign was experiencing fundraising difficulties, and urgently needed funds to meet the Committee's payroll and to pay overdue payroll taxes. Mr. Rizzo then asked Respondent to loan the campaign $60,000. Mr. Kanin supported Mr. Rizzo's request. Respondent, a supporter of Mr. Tsongas' candidacy, agreed to make the loan, but stated that he did not have sufficient funds in his possession. Respondent proposed to solicit the funds from others, but Mr. Rizzo rejected Respondent's proposal, stating that the loan had to remain confidential.

b. On or about August 8, 1991, Respondent gave Mr. Rizzo two personal checks totaling $60,000. At Mr. Rizzo's request, the checks were made payable to Benco. Mr. Rizzo explained to Respondent that the Tsongas Committee had made payments to Benco that Benco would rebate to the Tsongas Committee using the proceeds from Respondent's loan. Although the checks were made payable to Benco, Mr. Rizzo and Mr. Kanin had solicited the loans on behalf of the Tsongas Committee and had advised Respondent that the loans would benefit the Tsongas Committee. Respondent intended his loans to benefit the Tsongas Committee.

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c. On or about September 10, 1991, Mr. Rizzo visited Respondent's office to collect the proceeds of a fundraising event that Respondent had organized. At that time, Mr. Rizzo solicited and received from Respondent two additional loan checks totaling $20,000. Once again, although the loan checks were made payable to Benco, Respondent intended the loans to benefit the Tsongas Committee.

d. On or about February 15, 1992, after Respondent made repeated collection attempts, Mr. Rizzo repaid Respondent $15,000 from his personal funds. As such, an outstanding balance of $65,000 remains on the loans.

V. Roger Trudeau violated 2 U.S.C. § 441a(a)(1)(A) by making loans totaling $80,000 to the Tsongas Committee. Respondent exceeded the maximum individual contribution limitation by $79,000.

VI. The Federal Election Commission has determined the appropriate civil penalty to be forty thousand dollars ($40,000), pursuant to 2 U.S.C. § 437g(a)(5)(A). However, the Commission recognizes the unusual set of circumstances surrounding the respondent's financial status, as detailed in financial information provided to the Commission, and the fact that it appears unlikely that the respondent will have the ability to pay a greater penalty in the future. In light of this situation, the Commission will accept a civil penalty of six thousand dollars ($6,000) from Mr. Trudeau in satisfaction of his violation of 2 U.S.C. § 441a(a)(1)(A). Respondent will pay the penalty as follows:

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1. One initial payment of $3,000 due within thirty days of this agreement's effective date;

2. A second installment payment of $3,000 due within six months of this agreement's effective date;

3. In the event that any installment payment is not received by the Commission by the fifth day after it is due, the Commission may, at its discretion, accelerate the remaining payments and cause the entire amount to become due upon ten days written notice to the respondent. Failure by the Commission to accelerate the payments with regard to any overdue installment shall not be construed as a waiver of its right to do so with regard to future overdue installments.

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein, or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

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X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
Lawrence M. Noble
General Counsel
by KBC

10/26/95
Date

FOR THE RESPONDENT:

(Name) Edward C Cooley
(Position) Attorney for Roger Tuvim

10/5/95
Date

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ROGER G. OR RADKA M. TRUDEAU

1899

63-236/113

October 4 1995

Pay to the order of Federal Election Commission $ 3,000.00

Three Thousand and 00/100 Dollars

BayBank

Memo re Conc. Agreement

Roger G Trudeau

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RECEIVED
FEDERAL ELECTION
COMMISSION
SECRETARIAT

BEFORE THE FEDERAL ELECTION COMMISSION

Nov 8 10 00 AM '95

In the Matter of)
)
Elkin McCallum)
) MUR 3585
)

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On January 21, 1994, the Commission found reason to believe that Elkin McCallum violated 2 U.S.C. § 441a(a)(1)(A) by making $250,000 in contributions in the form of loans to the Tsongas Committee, Inc. (the "Committee") in excess of his individual contribution limitations.[1/] The Commission further found reason to believe that Mr. McCallum knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making a $100,000 loan, payable to Nicholas A. Rizzo, but intending it to benefit the Committee.

Mr. McCallum requested conciliation prior to a finding of probable cause to believe on May 26, 1994. The Commission declined, pending completion of the investigation, to enter into conciliation with Mr. McCallum at that time. On November 29, 1994, the Commission entered into conciliation negotiations and sent a conciliation agreement to Mr. McCallum

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1/ Throughout this report, "FECA" and "the Act" refer to the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §§ 431-35.

On March 3, 1995, this Office mailed Mr. McCallum a letter and brief notifying him that this Office was prepared to recommend that the Commission find probable cause to believe that Mr. McCallum violated 2 U.S.C. § 441a(a)(1)(A) and knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) in connection with his loans to the Committee. Mr. McCallum filed a responsive brief on March 29, 1995 arguing that the Commission should find no probable cause to believe against him. After reviewing the brief, this Office recommends that the Commission find probable cause to believe that Mr. McCallum violated 2 U.S.C. § 441a(a)(1)(A). However, this Office does not believe that there is sufficient evidence to support a finding that the violation of 2 U.S.C. § 441a(a)(1)(A) was knowing and willful.

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II. SUMMARY OF MCCALLUM'S ARGUMENTS

In his brief, Mr. McCallum makes three main arguments. Attachment 2 at 9-18. First, Mr. McCallum argues that Mr. Rizzo was not acting as an agent of the Committee and, therefore, Mr. McCallum never "contributed" to an "agent" in violation of 2 U.S.C. § 441a(a)(1)(A). Attachment 2 at 9-14. Second, Mr. McCallum argues that he did not knowingly and willfully violate the Act when he gave a $100,000 loan check made payable to Mr. Rizzo, but intended for the Committee. Id. at 14-16. Finally, Mr. McCallum argues that "justice" would not be served by punishment in the form of a civil penalty. Id. at 16-18.

While Mr. McCallum concedes that Mr. Rizzo was an agent of the Committee with the authority to solicit contributions, he argues that Mr. Rizzo exceeded the scope of his agency. Attachment 2 at 10-13. Asserting that an agent acts within the scope of his actual authority only when he acts to benefit his principal, Mr. McCallum maintains that Mr. Rizzo exceeded the scope of his actual authority when he opened the Andover account, solicited illegal contributions, and embezzled funds from the Committee.[2/] Attachment 2 at 12-13. Mr. McCallum also argues that he did not make a contribution, within the meaning of the Act, because the $250,000 was never actually "received" by the Committee. Attachment 2 at 14. Mr. McCallum admits that he attempted to violate the Act by contributing $250,000 to the Committee, however, he contends that he cannot be penalized for merely attempting to contribute. Id.

Mr. McCallum's second argument is that his final $100,000 loan to the Committee was not a knowing and willful violation of the Act. Id. at 14-16. In this regard, Mr. McCallum asserts that the $100,000 loan was not a contribution to the Committee because it was payable to Mr. Rizzo, irrespective of whether the funds were intended to benefit the Committee. Id. at 14-15. Mr. McCallum additionally argues that even if the $100,000 loan was a contribution, he did not knowingly and willfully violate 2 U.S.C.

2/ Mr. McCallum also argues that the doctrine of apparent authority applies only when a third party seeks redress from a principal who created a perception that his agent had authority to act on his behalf. Attachment 2 at 12 (citing In Re Biomaterials Corp., 954 F.2d 919, 925 (3d Cir. 1992) and United States v. Phelps Dodge Indus., Inc., 589 F. Supp. 1340, 1357 (S.D.N.Y. 1984)).

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§ 441a(a)(1)(A). Attachment 2 at 15-16 (citing, inter alia, AFL-CIO v. FEC, 628 F.2d 97, 101 (D.C. Cir.), cert. denied, 449 U.S. 982 (1980)). Mr. McCallum asserts that a knowing and willful violation of the Act requires proof of a "knowing, conscious, and deliberate flaunting of the Act," and that such proof is lacking in this case. Attachment 2 at 15-16.

Mr. McCallum's final argument is that "justice," and the goals of the Commission, would not be served by imposing a civil penalty in light of the financial losses he has already incurred.[3/] Id. at 16-18. Mr. McCallum contends that the imposition of sanctions in this case would not advance the enforcement goals of the Commission because he believed that his actions were legal and because he contends he was improperly advised by Mr. Rizzo. Id. at 16-17.

III. ANALYSIS

A. AGENCY ARGUMENT

Contrary to Mr. McCallum's contentions, Mr. Rizzo was an agent of the Committee with both actual and apparent authority to solicit and accept contributions.[4/] Thus, by transmitting his loan

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3/ In support of this argument, Mr. McCallum cites three cases in which he contends the courts declined to award the Commission civil penalties. Attachment 2 at 16 (citing FEC v. Gus Savage for Congress, 606 F. Supp. 541, 548 (N.D. Ill. 1985); FEC v. National Educ. Ass'n, 457 F. Supp. 1102, 1112 (D.D.C. 1978); and FEC v. Ted Haley Congressional Committee, 852 F.2d 1111, 1116-17 (9th Cir. 1988)).

4/ We incorporate by reference the General Counsel's brief dated March 2, 1995, which sets out the facts in this matter and this Office's legal analysis.

checks to Mr. Rizzo to benefit the Committee, Mr. McCallum made contributions to the Committee.

Mr. McCallum's argument that Mr. Rizzo exceeded the scope of his actual authority is flawed. Attachment 2 at 12. A principal need not authorize every action of his agent for the agent to be acting within the scope of his actual authority. See Restatement (Second) of Agency § 229, at 506 (to be within the scope of employment, conduct need not be authorized, but merely needs to be "so similar to or incidental to" those acts which are authorized). In the instant case, the Committee could reasonably expect that as its chief fundraiser, Mr. Rizzo would solicit and accept contributions on its behalf.[5/] See Attachment 3; Attachment 4.

In addition, when an agent acts within the scope of his authority, a principal cannot escape responsibility on the grounds that he lacked knowledge of the agent's actions or that the agent's actions were unauthorized, tortious, or even unlawful. 3 Am. Jur. 2d Agency § 280, at 783. It is a "well-settled general rule . . . that a principal is liable civilly for the tortious acts of his agent which are done within the course and scope of the agent's employment." Id. at 782; see also Stockwell v. United States, 80 U.S. 531, 534 (1871); Veranda Beach Club Ltd. Partnership v. Western Sur. Co., 936 F.2d 1364, 1376 (1st Cir.

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5/ Indeed, there is evidence that at least one Committee official knew that Mr. Rizzo was soliciting large loans for the Committee. For example, Dennis Kanin was aware that Larry Ansin gave the Committee money to publish Senator Tsongas' White Paper and Mr. Kanin knew that the amount exceeded $1,000. See Attachment 3.

1991). Indeed, "[a]n act may be within the scope of employment although consciously criminal or tortious." Restatement (Second) of Agency § 231; Local 1814, Int'l Longshoremen's Ass'n v. NLRB, 735 F.2d 1384, 1395 (D.C. Cir.), cert. denied, 469 U.S. 1072 (1984). Soliciting contributions was within the scope of Mr. Rizzo's agency; therefore, the solicitation of Mr. McCallum's contributions was within the scope of Mr. Rizzo's authority. The fact that Mr. Rizzo ultimately embezzled funds from the Andover account does not alter Mr. Rizzo's authority to solicit and accept contributions from Tsongas supporters.[6/]

None of the cases cited by Mr. McCallum hold that the doctrine of apparent authority applies only where a third party seeks redress from a principal who created a perception that his agent had authority to act on his behalf.[7/] See Attachment 2 at 11-12. In fact, it is well established that a third party need

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6/ Contrary to Mr. McCallum's assertion, proceeding against him in the instant case is not inconsistent with the Commission's determination in MUR 1402 to find a violation of 2 U.S.C. § 432(b)(1) against an individual who failed to forward contributions to a committee, but to take no action against the committee. See Attachment 2 at 9 n.5. To the contrary, the Commission has similarly determined in the instant case to proceed against the persons it deemed culpable for violations. In the instant case, Mr. McCallum made contributions vastly in excess of the limitations and, although irrelevant to Mr. McCallum, the Commission has made findings against the Tsongas Committee and Nicholas Rizzo.

7/ For example, in In Re Biomaterials 954 F.2d 919, 925 (3d Cir. 1992), the court held that apparent authority did not arise because that case involved embezzlement by an agent from his principal, and no third party was involved. See In Re Biomaterials, 954 F.2d at 925 ("Here there was no innocent party who dealt with the corporation in reliance upon Anderson's authority."). Conversely, in the instant case, several third parties, including Mr. McCallum himself, relied upon Mr. Rizzo's apparent authority.

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not seek redress in order for a principal to be held liable for an agent's acts committed within the scope of the agent's apparent authority. See, e.g., United States v. Bi-Co Pavers, Inc., 741 F.2d 730, 737 (5th Cir. 1984) (citing to United States v. Hilton Hotels Corp., 467 F.2d 1000, 1004-07 (9th Cir. 1972), cert. denied, 409 U.S. 1125 (1973)). In Bi-Co Pavers, the Fifth Circuit upheld the conviction of a corporation for the criminal acts of its agent, acting with apparent authority, even though no third party sought redress in that case. 741 F.2d at 737-38. Thus, a principal is liable for the actions of his agent, acting under apparent authority, regardless of whether a third party seeks redress.

Mr. McCallum's contention that he never made contributions, within the meaning of the Act, because the $250,000 was never actually received by the Committee is also erroneous. Attachment 2 at 13-14. Where an agent authorized to accept payment on behalf of a principal receives a check, the courts generally consider the principal as having received payment, even if the agent subsequently forges the principal's endorsement and deposits the check in his own account. 3 Am. Jur. 2d Agency § 275, at 778 n.7. Indeed, receipt of money by an agent, on behalf of his principal, is equivalent to receipt by the principal. See Maryland Casualty Co. v. United States, 251 U.S. 342, 347 (1920) (premiums collected by an agent of an insurance company, but not paid to the treasurer of the insurance company, are part of the income "received" by the principal for the purposes of annual

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income received under federal income tax laws because "receipt by an agent is regarded as receipt by his principal.").

As previously discussed, Mr. Rizzo was an agent of the Committee with both actual and apparent authority to accept contributions. In this capacity, Mr. Rizzo accepted contributions and deposited them in the Committee's Andover account. The fact that the money was never transferred to the Committee treasurer does not change the nature of these transactions; they were contributed to and received by the Committee through its authorized agent. See also 11 C.F.R. §§ 102.8(a), 102.9, 110.1(b)(6); AOs 1992-29; 1989-21; 1980-42.

Mr. McCallum's final $100,000 loan was also received by the Committee, although it was made payable to Mr. Rizzo. Checks received for a principal, although payable to the agent, are "received" by the principal once discharged. See Navrides v. Zurich Insurance Co., 488 N.W.2d 637, 642 (Cal. Sup. Ct. 1971); see also Liberty Mutual Insurance Co. v. Enjay Chemical Co., 316 A.2d 219, 222 (Del. Super. Ct. 1974). It is irrelevant whether the checks were made payable to Mr. Rizzo rather than the Committee because they were excessive contributions solicited and accepted by Mr. Rizzo as the Committee's agent. 2 U.S.C. § 441a(f). Mr. McCallum admits that he intended all contributions, including the final $100,000 loan, to benefit the

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Committee.[8] Moreover, the Commission's regulations state unequivocally that "a contribution shall be considered to be made when the contributor relinquishes control over the contribution . . . to an agent of the political committee." 11 C.F.R. § 110.1(b)(6). Accord United States v. Hankin, 607 F.2d 611 (3d Cir. 1979) (holding, in a case decided prior to the promulgation of 11 C.F.R. § 110.1(b)(6), that "[t]he criminal act of making the illegal contribution is complete before the deposit of the checks"). Thus, Mr. McCallum made his unlawful contributions when he relinquished control of those contributions to the Committee's agent, Mr. Rizzo. Accordingly, Mr. McCallum contributed a total of $250,000 to the Committee, in excess of his individual contribution limitation. 2 U.S.C. § 441a(a)(1)(A).

B. KNOWING AND WILLFUL FINDING

Mr. McCallum further contends that he did not knowingly and willfully violate 2 U.S.C. § 441a(a)(1)(A) by loaning $100,000 to Mr. Rizzo, but intending it for the Committee. Attachment 2 at 15-16. While there is circumstantial evidence that Mr. McCallum knew or should have known that this transaction was

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8/ In United States v. Valentine, 637 F. Supp. 196 (S.D.N.Y. 1986), rev'd on other grounds, 820 F.2d 565 (2d Cir. 1987), cited by Respondent (Attachment 2 at 15), the bank was charged with making excessive campaign contributions in violation of the FECA. The bank made loans to multiple third parties who each contributed $1,000 to a Congressional campaign. The court held, however, that the bank had not made an excessive contribution because each third party repaid the lender. Id. at 197-98. The instant case, however, involves an entirely different sequence of events. Mr. Rizzo, unlike the borrowers in Valentine, did not repay Mr. McCallum. Moreover, Mr. McCallum's loan was made to the Committee through its agent, not to a third party contributor as in Valentine. Finally, unlike the bank, Mr. McCallum intended to make a contribution to the Committee.

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in violation of the law,[9] this Office concludes that the evidence is insufficient to support a probable cause to believe finding that the violation was knowing and willful. On balance, there is insufficient evidence to support the conclusion that Mr. McCallum knew that this transaction was in violation of the law.

C. EQUITY ARGUMENT

Mr. McCallum's final argument is that justice, and the goals of the Commission, would not be served by imposing a civil penalty on him because of the financial losses he has already suffered and the absence of a venal motive. Attachment 2 at 16-18. Mr. McCallum's financial loss, however, does not relieve him from the consequences of his violation.[10] The characterization of Mr. McCallum as an innocent victim is not apt. Mr. McCallum made contributions which exceeded his individual contribution limitation by $250,000. The fact that Mr. Rizzo may have embezzled Mr. McCallum's contributions does not relieve Mr. McCallum from liability for having made the contributions in the first place. Moreover, while Mr. McCallum may have lost money

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9/ Prior to making any of the three loans to the campaign, Mr. McCallum "was very much aware that there was a $1,000 limitation on campaign donations." Attachment 6 at 2; see also Attachment 2 at 8-9. Mr. McCallum also admits that he questioned the legality of the $100,000 loan and was assured by Mr. Rizzo that it was a valid route around the law. Attachment 6 at 5-9.

10/ We note that Mr. McCallum has a pending civil suit against Mr. Rizzo and Andover Bank. Mr. McCallum's suit alleges that Mr. Rizzo fraudulently represented that the $250,000 in excessive contributions by Mr. McCallum were short-term legal loans intended to benefit the Committee. Mr. McCallum's suit also alleges that Andover Bank negligently allowed Mr. Rizzo to establish the Committee account at Andover Bank. If Mr. McCallum is repaid pursuant to his suit, then he will have suffered no financial loss.

based on these events, these adverse consequences do not vitiate the violation.

Mr. McCallum relies on three cases in which courts have refused to award a civil penalty. Attachment 2 at 16. All of these cases, however, are distinguishable from the instant matter. In FEC v. Ted Haley Congressional Committee, 852 F.2d 1111 (9th Cir. 1988), the court decided no civil penalty was appropriate because of "clear, candid reporting" of the violation, and "the clear innocence of [the defendants'] motives." In clear contrast, Mr. McCallum's last loan was made payable to Mr. Rizzo to conceal that it was a contribution to the Committee. Although the evidence is insufficient to support a knowing and willful finding, the evidence also does not reflect a "clear innocence of . . . motives" given Mr. McCallum's attempt to portray these transactions as merely a failed attempt to make large-scale excessive contributions.

In FEC v. Gus Savage for Congress, 606 F. Supp. 541 (N.D. Ill. 1985), the court imposed a $5,000 penalty under the Act, but declined to impose an additional penalty for contempt of court based on the defendants' failure to pay the penalty promptly, where the defendants had taken steps to see that the penalty assessed under the Act would be paid. In FEC v. National Educ. Ass'n, 457 F. Supp. 1102, 1112 (D.D.C. 1978), the circumstances of the violation were far less egregious, and the court withheld imposing a penalty only because it had ordered defendants to assume a substantial administrative burden in refunding money to

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members, and the court concluded that those expenses would be "a sufficient penalty."[11/]

C. CONCLUSION

This Office concludes that Mr. McCallum, intending to contribute to the Committee, violated 2 U.S.C. § 441a(a)(1)(A) by giving a $250,000 contribution to the Committee's agent. Mr. McCallum gave $150,000 in contributions in the form of two loan checks made payable to the Committee and an additional $100,000 contribution check, made payable to Mr. Rizzo, but intended to benefit the Committee. Therefore, the Office of General Counsel recommends that the Commission find probable cause to believe that Mr. McCallum violated 2 U.S.C. § 441a(a)(1)(A).

IV. DISCUSSION OF CONCILIATION AND CIVIL PENALTY

This Office recommends that the Commission approve the attached conciliation agreement

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11/ Courts have long recognized the importance of the FECA's limitation on contributions. See, e.g., Buckley v. Valeo, 424 U.S. 1, 26-27 (1976) (The Act's limitations guard against "large contributions . . . given to secure political quid pro quo's from current and potential office holders [causing] the integrity of our system of representative democracy [to be] undermined."); Id. at 111; see also Let's Help Florida v. McCrary, 621 F.2d at 199-200 ("[A]ctual corruption resulting from a candidate's dependence upon large individual contributions would undermine the integrity of representative democracy, and even the appearance of corruption that arises from public awareness of the possibilities for abuse would erode confidence in the democratic system.").

V. **RECOMMENDATIONS**

1. Find probable cause to believe that Elkin McCallum violated 2 U.S.C. § 441a(a)(1)(A);

2. Approve the attached conciliation agreement; and

3. Approve the appropriate letter.

1/7/95
Date

Lawrence M. Noble
General Counsel

Attachments:

1. Letter from Charles F.C. Ruff, on behalf of Elkin McCallum, dated January 13, 1995
2. Mr. McCallum's brief dated March 29, 1995
3. Deposition of Dennis Kanin excerpts
4. Deposition of Nicholas Rizzo excerpts
5. FEC v. Williams, No. CV 93-6321-ER (C.D.Cal. Jan. 31, 1995)
6. Deposition of Elkin McCallum excerpts
7. Conciliation agreement

Staff Assigned: Delanie DeWitt Painter

9704378555

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3585
Elkin McCallum	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on November 28, 1995, do hereby certify that the Commission decided by a vote of 4-0 to take the following actions in MUR 3585:

1. Find probable cause to believe that Elkin McCallum violated 2 U.S.C. § 441a(a)(1)(A);

2. Approve the conciliation agreement attached to the General Counsel's November 7, 1995 report

3. Approve the appropriate letter as recommended in the General Counsel's November 7, 1995 report.

Commissioners Aikens, McDonald, McGarry, and Thomas voted affirmatively for the decision; Commissioner Elliott was not present.

Attest:

11-28-95
Date

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

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FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

December 5, 1995

Rudolph F. Pierce, Esq.
Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110-3333

RE: MUR 3585
Elkin McCallum

Dear Mr. Pierce:

On November 28, 1995, the Federal Election Commission found that there is probable cause to believe your client, Elkin McCallum, violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended, in connection with the above-captioned matter.

The Commission has a duty to attempt to correct such violations for a period of 30 to 90 days by informal methods of conference, conciliation, and persuasion, and by entering into a conciliation agreement with a respondent. If we are unable to reach an agreement during that period, the Commission may institute a civil suit in United States District Court and seek payment of a civil penalty.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter.

If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission within ten days. I will then recommend that the Commission accept the agreement. Please make your check for the civil penalty payable to the Federal Election Commission.

If you have any questions or suggestions for changes in the enclosed conciliation agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory

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conciliation agreement, please contact Delanie Painter, the attorney assigned to this matter, at (202) 219-3690.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

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BAKER
&
HOSTETLER
COUNSELLORS AT LAW

WASHINGTON SQUARE, SUITE 1100 • 1050 CONNECTICUT AVENUE, N.W. • WASHINGTON, D.C. 20036-5304 • (202) 861-1500
FAX (202) 861-1783 • TELEX 2357276
WRITER'S DIRECT DIAL NUMBER
(202) 861-1504

November 28, 1995

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
Nov 28 12 36 PM '95

Commissioners
Federal Election Commission
Attention: Secretary of the
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR 3585 - Anastasios Kalogianis

This brief is written in response to the Office of the General Counsel's recommendation that the Commission find probable cause to believe that Anastasios Kalogianis violated the Federal Election Campaign Act of 1971, as amended,[1] ("Act") specifically 2 U.S.C. § 441a(a)(1)(A). The General Counsel's brief is seriously flawed in its legal analysis of the actions of Mr. Kalogianis. The flaw is fundamentally a misunderstanding of the legal principle of agency. This misunderstanding has led the Office of the General Counsel to recommend that the Commission find probable cause to believe that Mr. Kalogianis violated the Act. The General Counsel recommends that a man acting in good faith be punished for being the victim of a fraud. The events in this matter have costed Mr. Kalogianis hundreds of thousand of dollars and countless hours of anguish. It is time for this matter to be closed by the Commission without further pain and expense to the victim, Anastasios Kalogianis.

F A C T S

The facts are neither complex nor disputed in Matter Under Review 3585. In the late summer of 1991, Mr. Kalogianis contributed $1,000 to the Tsongas Committee, Inc. During the fall and winter of that year and into January of 1992, Mr. Kalogianis gave Mr. Nicholas A. Rizzo additional checks totaling $249,000 which he believed would be a loan to the Tsongas Committee. Rizzo told Mr. Kalogianis that such loans were not contributions to the Committee and that they would be repaid to Mr. Kalogianis. Mr. Kalogianis did not intend to give more than

[1] 2 U.S.C. §§ 431-455 (1994).

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$1,000 to the Committee. The total sum of $249,000 provided by Mr. Kalogianis to Rizzo was used by Rizzo for his own personal expenses. None of Mr. Kalogianis's loans were used by any person for the purpose of influencing any election for federal office. Neither the Tsongas Committee, Senator Paul Tsongas nor any individual acting in his interest used these funds in connection with any election for federal office. Rizzo willfully devised a scheme to defraud, for his personal benefit, individuals, such as Mr. Kalogianis, who attempted to make substantial loans to the Tsongas campaign. There is no contention that Mr. Kalogianis did not believe that his actions conformed with the Act. There is no evidence that Mr. Kalogianis acted in other than good faith in this matter.

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ANALYSIS

The Tsongas Committee never received any excessive contributions from Mr. Kalogianis. Mr. Kalogianis transmitted his checks for committee loans to Rizzo. Rizzo's status as agent for the Committee had already terminated when he accepted Mr. Kalogianis' checks. Rizzo was soliciting the checks for his personal use, not for Tsongas campaign use. Once an agent acts on his own behalf rather than on behalf of the principal, the agency terminates. Restatement (Second) of Agency § 112 (1958). Rizzo, as soon as he developed the intent to embezzle Mr. Kalogianis' loans, was no longer an agent of the Committee. In United States v. Galindo, 871 F.2d 99 (9th Cir. 1989), the defendant Ms. Galindo challenged her conviction on five counts of mail theft. Ms. Galindo was authorized to pick up packages from the post office for the jewelry store at which she was employed. Five packages were never delivered to the jewelry store. Ms. Galindo obtained two of those packages by forging the name of a co-employee, and three packages by signing her name illegibly. On appeal, Ms. Galindo argued that she could not be convicted of mail theft under federal law because she was lawfully entitled to receive the mail as agent for the jewelry store. The court rejected this argument, stating that when an agent acts contrary to the interests of a principal, the agency relationship ceases. Id. at 101; see also United States v. Hill, 579 F.2d 480 (8th Cir. 1978) (noting that if defendant with authority to pick up mail intended to convert a check at the time he removed it from the mail slot, his agency would have terminated and his criminal conviction would stand); Norby v. Bankers Life Co., 231 N.W.2d 665, 671 (Minn. 1975) (stating that the authority of an agent terminates if, unknown to the principal, the agent breaches his duty of loyalty to the principal).

In its brief, the General Counsel argues that "[b]ecause the loans were transmitted to Rizzo in his capacity as principal Committee fundraiser, and were intended to benefit Senator Tsongas' campaign, they constitute contributions to the Committee." This is not a correct statement. Rizzo had apparent authority to accept campaign contributions, and Mr. Kalogianis intended for the loan to benefit the Committee. It does not follow that Rizzo had actual authority to accept these "contributions". Apparent authority is used to benefit third parties by holding principals liable for an agent's misdeeds, "based upon the fact that the agent's position facilitates the consummation of the fraud, in that from the point of view of the third person the transaction seems regular on its face and the agent appears to be acting in the ordinary course of the business confided in him." Restatement (Second) of Agency § 261 cmt. a. (1958). The legal concept of apparent authority was developed to protect the interests of innocent third parties. The shield should not become a sword. The notion of apparent authority should not be used against a third party to create a legal fiction that funds collected by a terminated agent were received by the principal when the reality is the opposite. That Rizzo had apparent authority only demonstrates that Mr. Kalogianis attempted to make the loan. However, because the actual agency relationship between the Committee and Rizzo had terminated before Rizzo received any payments from Mr. Kalogianis, the loans were never received by the Committee, and Mr. Kalogianis cannot be found to have committed an offense.

The General Counsel's conclusions are totally dependent upon Rizzo's receipt of the loan checks constituting receipt by the Tsongas Committee because in their analysis Rizzo was the Committee's agent with authority to accept contributions[2]. Since Rizzo was not acting as the Committee's agent when defrauding Kalogianis, the General Counsel's analysis is fundamentally and fatally flawed.

The Tsongas Committee did not receive from Anastasios Kalogianis any contributions in excess of the contribution limits of the Act. No one acting as an agent for the Committee received any loans from Mr. Kalogianis. The Tsongas Committee received nothing of value from Mr. Kalogianis in excess of the Act's limits. If the Act is amended to prohibit an attempt to make a contribution in excess of the Act's limits, then Mr. Kalogianis's checks, given to Rizzo, might violate this amended statute. Congress has not passed such an amendment and the General Counsel's office has no authority to expand the Act to make the

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[2] General Counsel's analysis, at 5.

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attempt to make an excessive contribution a violation. Mr. Kalogianis does not dispute that the loans were intended for the Tsongas Campaign. To intend or to attempt to make a loan to a campaign committee in excess of the Act's limits does not violate 2 U.S.C. § 441a(a)(1)(A). A contribution is not made until accepted by a political committee[3].

It is the clear belief of the Tsongas Committee that it did not receive a contribution from Mr. Kalogianis which exceeds the Act's limits. The Tsongas Committee did not deposit in any authorized depository account any contribution in excess of the Act's limits from Mr. Kalogianis. The Committee has not reported receiving any contribution in excess of the Act's contribution limits from Mr Kalogianis. The Tsongas Committee reports filed with the Commission show no loans received from Mr. Kalogianis and report no debt owed to Mr. Kalogianis. The Tsongas Committee has received no gift, subscription, loan or deposit of money or anything of value from Mr. Kalogianis which it has or could have used for the purpose of influencing any election for federal office in excess of the Act's limits[4].

If it is the Commission's position that Mr. Kalogianis has made an excessive contribution to the Tsongas Committee, as a consequence of this position, the Commission must conclude that the Tsongas Committee received illegal excessive contributions. The Commission must direct the Tsongas Committee to disclose this excessive contribution and loan by amending its filings with the Commission. In addition, the Commission must direct the Tsongas Committee to repay Mr. Kalogianis the $249,000 loan to the campaign in excess of the Act's limits. Have these actions been required of the Tsongas Committee? These actions are mandated by the General Counsel's analysis, unless the Commission sanctions an inconsistent application of the Act between Senator Tsongas and Mr. Kalogianis. Of course, the General Counsel's analysis leaves the Tsongas Committee in the "Catch 22" position of being required to refund a contribution it did not receive. The Commission must demand that reality intrude on the General Counsel's legal fiction. The Tsongas Committee did not receive $249,000 from Mr. Kalogianis -- Rizzo received the money.

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[3] United States v. Chestnut, 533 F.2d 40, 47 (2d. Cir)/cert. denied, 429 U.S. 829 (1976); also see United States v. Hankin, 607 F.2d 611, 618 (3d Cir. 1979) (Garth, dissenting).

[4] 2 U.S.C. § 431(a)(a)(i); 11 C.F.R. § 100.7.

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CONCLUSION

Kalogianis's reliance upon the representations of Rizzo are completely reasonable in the context of their relative experience. Mr. Kalogianis, a Greek immigrant, was a political neophyte with no experience in prior national campaigns. Rizzo had substantial experience as a fundraiser in federal elections. Congressman, later Senator and Presidential Candidate, Paul Tsongas; former President Jimmy Carter; former Senator and Presidential candidate, Walter Mondale; and Congressman Richard Gephardt, all had Rizzo act as a principal fundraiser for them. These were impressive credentials when Rizzo approached Mr. Kalogianis for assistance to the Tsongas campaign. Kalogianis's reliance upon Rizzo's representations was not an isolated irresponsible act but is paralleled by the actions of a number of other businessmen who were also deceived by Rizzo.

Mr. Kalogianis is the victim of a crime. Mr. Kalogianis did not commit the crime. Yet, the General Counsel's office, in response to conciliation efforts, proposes to treat him like a criminal. Mr. Kalogianis has been swindled out of $249.000.

There is not a single indication in the records of the Commission's investigation, the Department of Justice's investigation nor any testimony before any forum that indicates Mr. Kalogianis took any actions other than in an absolute good faith belief that he was complying with federal law.

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The perpetrator of the criminal activity was Nicholas Rizzo. The victim of his crime, Mr. Kalogianis, should receive our sympathy not an addition financial sanction.

E. Mark Braden

E. MARK BRADEN
Counsel For Respondent

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GIARRUSSO, NORTON, COOLEY & MCGLONE, P.C.

COUNSELLORS AT LAW

JACQUELINE M. BURCHILL
EDWARD C. COOLEY
ROY P. GIARRUSSO
JOHN J. MCGLONE III
ROBERT W. NORTON

OF COUNSEL:
SUSAN L. PIKE

MARINA BAY
308 VICTORY ROAD
QUINCY, MASSACHUSETTS 02171
TEL: (617) 770-2900
FAX: (617) 773-6934

Boston Office:
70 FRANKLIN STREET
BOSTON, MA 02110

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January 23, 1996

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OFFICE OF GENERAL
COUNSEL
Jan 26 3 10 PM '96

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

ATTN: Jane J. Whang, Esquire

Re: MUR 3585
Roger G. Trudeau

Dear Attorney Whang:

Pursuant to the Conciliation Agreement reached in the above referenced matter, enclosed is a check made payable to the Federal Election Commission in the amount of $3,000.00. This check represents the second, and last, installment payment due from Mr. Trudeau in this matter. Accordingly, this matter is concluded.

Thank you for your cooperation in this matter, it has been greatly appreciated.

Very truly yours,

Edward C. Cooley

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ROGER G. OR RADKA M. TRUDEAU

1983

53-235/113

January 17 19 96

Pay to the order of Federal Election Commission $ 3,000.00

Three Thousand and 00/100 Dollars

BayBank

Memo MUR3585 Conciliation Agreement.

Roger G Trudeau

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 8, 1996

VIA FACSIMILE AND FIRST CLASS MAIL

Lyn Utrecht
Oldaker, Ryan & Leonard
818 Connecticut Avenue, N.W.
Suite 1100
Washington, D.C. 20006

RE: MUR 3585
Tsongas Committee, Inc.
and George Kokinos, as treasurer

Dear Ms. Utrecht:

In our telephone conversation of January 31, 1996, you indicated that your clients, the Tsongas Committee, Inc. and George Kokinos, as treasurer, might be interested in conciliation of Matter Under Review (MUR) 3585 prior to a finding of probable cause to believe. I have called you a number of times since then, most recently on February 7, 1996, to discuss this matter further but have been unable to reach you.

Please contact me to discuss this matter. If I do not hear from you by close of business on February 9, 1996, this Office will consider your clients to be uninterested in conciliation at this time and will proceed to the next stage of the enforcement process. You may reach me at (202) 219-3690. If you are unable to reach me by telephone, you may contact Rhonda Vosdingh, Assistant General Counsel, at (202) 219-3690, or fax me a letter at (202) 219-1043.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3585
William Berg	)	
	)	

RECEIVED
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OFFICE OF GENERAL
COUNSEL
FEB 8 12 56 PM '96

DECLARATION OF WILLIAM BERG

William Berg makes the following declaration:

During the period from April, 1993 until the present, I did not give or transfer to my spouse any of my assets worth in excess of $1,000, including, but not limited to: cash; real or personal property; bank accounts; stocks, bonds or securities; vehicles; jewelry; investments; liquid assets; or any other thing of value.

I declare under penalty of perjury that the foregoing is true and correct.

William Berg

Subscribed and sworn before me this 1st day of February 1996

Notary Public

My Commission expires MY COMMISSION EXPIRES AUGUST 14, 1998

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OLDAKER, RYAN & LEONARD
ATTORNEYS AT LAW
818 CONNECTICUT AVENUE, N.W.
SUITE 1100
WASHINGTON, D.C. 20006

(202) 728-1010
FACSIMILE (202) 728-4044

LYN UTRECHT

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

Feb 16 2 20 PM '96

February 15, 1996

Delanie Painter
Federal Election Commission
Office of General Counsel
Public Financing, Ethics and Special Projects
999 E Street, NW
Washington, DC 20463

RE: MUR 3585
Tsongas Committee, Inc.
and George Kokinos, as treasurer

Dear Ms. Painter:

Based on our discussion on Monday, February 12, I am writing to advise you that the Tsongas Committee, Inc. and S. George Kokinos, as treasurer, request a pre-probable cause conciliation of Matter Under Review (MUR) 3585. As you know, the Committee believes it was victimized by a third party's actions and that the Committee itself did not violate the law. We hope that this matter can be resolved in an equitable manner in light of the harm already suffered by the Committee.

If you have any further questions, please contact me at (202) 728-1010.

Sincerely,

Lyn Utrecht

Lyn Utrecht

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COMMISSION
SECRETARIAT
MAR 1 12 33 PM '96

BEFORE THE FEDERAL ELECTION COMMISSION

SENSITIVE

In the Matter of	)	
	)	
William Berg	)	MUR 3585
	)	

GENERAL COUNSEL'S REPORT

I. INTRODUCTION

On April 12, 1993, the Commission found reason to believe that William Berg violated 2 U.S.C. § 441a(a)(1)(A) by making contributions in the form of loans to the Tsongas Committee, Inc. (the "Committee") in excess of his individual contribution limitations.[1] On November 29, 1994, the Commission authorized this Office to enter into pre-probable cause conciliation negotiations with Mr. Berg.

Mr. Berg made contributions in the form of loans which exceeded his personal contribution limitation by $59,750.

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[1] On January 21, 1994, following the decision in *FEC v. NRA Political Victory Fund*, 6 F. 3d 821 (D.C. Cir. 1993), *petition for cert. denied for want of jurisdiction*, 115 S. Ct. 537 (1994), the Commission revoted to find reason to believe that Mr. Berg violated 2 U.S.C. § 441a(a)(1)(A).

II. DISCUSSION

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III. RECOMMENDATIONS

1. Approve the attached conciliation agreement for respondent William Berg; and

2. Approve the appropriate letter.

2/29/96
Date

Lawrence M. Noble
General Counsel

Attachments
1. Declaration of William Berg dated February 1, 1996
2. Conciliation agreement

Staff assigned: Delanie DeWitt Painter

9704378552

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
William Berg.	)	MUR 3585
	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on March 8, 1996, the Commission decided by a vote of 4-0 to take the following actions in MUR 3585:

1. Approve the conciliation agreement for respondent William Berg, as recommended in the General Counsel's Report dated February 29, 1996.

2. Approve the appropriate letter, as recommended in the General Counsel's Report dated February 29, 1996.

Commissioners Aikens, Elliott, McDonald, and Thomas voted affirmatively for the decision; Commissioner McGarry did not cast a vote.

Attest:

3/8/96
Date

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

Received in the Secretariat: Fri., March 01, 1996 12:33 p.m.
Circulated to the Commission: Mon., March 04, 1996 11:00 a.m.
Deadline for vote: Thurs., March 07, 1996 4:00 p.m.

lrd

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 13, 1996

Alan M. Spiro, Esq.
Friedman & Atherton
Exchange Place
53 State Street, 27th Floor
Boston, MA 02109

RE: MUR 3585
William Berg

Dear Mr. Spiro:

Please find enclosed a conciliation agreement that the Commission has approved in settlement of this matter with your client, William Berg.

If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission within 10 days.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Conciliation Agreement

cc: William Berg
(w/ Enclosure)

Celebrating the Commission's 20th Anniversary
YESTERDAY, TODAY AND TOMORROW
DEDICATED TO KEEPING THE PUBLIC INFORMED

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RECEIVED
FEDERAL ELECTION
COMMISSION
SECRETARIAT

BEFORE THE FEDERAL ELECTION COMMISSION

SENSITIVE

In the Matter of	)	
	)	MUR 3585
Anastasios Kalogianis	)	

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On January 21, 1994, the Commission revoted to find reason to believe that Anastasios Kalogianis violated 2 U.S.C. § 441a(a)(1)(A) by making $250,000 in contributions in the form of loans to the Tsongas Committee, Inc. (the "Committee") in excess of his individual contribution limitations.[1]

On November 29, 1994, the Commission entered into conciliation negotiations and sent a conciliation agreement to Mr. Kalogianis

On June 21, 1995, this Office mailed Mr. Kalogianis a letter and brief notifying him that this Office was prepared to recommend that the Commission find probable cause to believe that he violated 2 U.S.C. § 441a(a)(1)(A). Mr. Kalogianis filed a responsive brief on November 28, 1995 arguing that the Commission should find no probable cause to believe against him. Attachment 1. After reviewing the brief, this Office recommends that the Commission find probable cause to believe that Mr. Kalogianis violated 2 U.S.C. § 441a(a)(1)(A).

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[1] The Commission originally found reason to believe against Mr. Kalogianis on April 12, 1993. On January 21, 1994, the Commission revoted its previous findings in this case, following the decision in *FEC v. NRA Political Victory Fund*, 6 F.3d 821 (D.C. Cir. 1993), *cert. dismissed for want of jurisdiction*, 115 S.Ct. 537 (1994). Throughout this report, "FECA" and "the Act" refer to the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §§ 431-35.

II. SUMMARY OF KALOGIANIS' ARGUMENTS

In his brief, Mr. Kalogianis contends that while he "attempted to make substantial loans to the Tsongas campaign," the money was used by Mr. Rizzo for his own personal expenses rather than in connection with a federal election and the Committee never received his excessive contributions. Attachment 1 at 1-2. Mr. Kalogianis argues that Mr. Rizzo's status as the Committee's agent had already terminated when he accepted Mr. Kalogianis' checks because Mr. Rizzo was soliciting the checks for his own use, rather than for the campaign. Restatement (Second) of Agency § 112 (1958). Mr. Kalogianis cites several cases to support this argument including *United States v. Galindo,* 871 F.2d 99 (9th Cir. 1989), and *United States v. Hill,* 579 F.2d 480 (8th Cir. 1978). In *Galindo* the court affirmed the mail theft conviction of a defendant who was authorized to pick up packages from the post office for a jewelry store where she worked, but stole several packages by forging the name of a co-worker or disguising her signature when she signed for the packages. 871 F.2d 99. The court rejected the defendant's contention that she did not commit mail theft because she was authorized to receive mail as the agent of the store, concluding that when an agent acts contrary to the interests of the principal, the agency relationship ceases. *Id.* In *Hill*, the court found that the defendant, who was authorized to pick up his mother's social security check from the mail, was not guilty of mail theft when he picked up the check, put it on his mother's table, then signed and cashed the check later on the same day. 579 F.2d 480. The court held that the defendant's agency did not terminate because there was no evidence that he intended to convert the check when he picked up the mail. *Id.*

Moreover, Mr. Kalogianis argues that although Mr. "Rizzo had apparent authority to accept campaign contributions," the legal concept of apparent authority is intended to protect the interests of "innocent third parties" and cannot be used by the Commission to consider Mr. Rizzo the Committee's agent when his agency had terminated. Attachment 1 at 3. Thus, while Mr. Kalogianis "does not

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dispute that the loans were intended for the Tsongas campaign," he argues that since Mr. Rizzo's agency relationship with the Committee had terminated when he accepted the checks from Mr. Kalogianis, the Committee never received the excessive contributions and he merely "attempted" to make the contributions. He argues that the Act does not prohibit such an attempt to make an excessive contribution.[2] *Id.*

Mr. Kalogianis further notes that the Committee has not reported his loans as contributions or debts owed by the Committee and that the funds were deposited into an unauthorized depository.[3] Finally, Mr. Kalogianis contends that his reliance on Mr. Rizzo's representations was reasonable given their relative experience: while Mr. Kalogianis was a "political neophyte," Mr. Rizzo had substantial experience as a fundraiser for national campaigns. Attachment 1 at 5. Mr. Kalogianis portrays himself as a "victim" whose loan was a "good faith act of civic involvement" and who has "fully cooperated in the government's investigations of Mr. Rizzo."[4] Attachment 1 at 5-6.

III. ANALYSIS

Contrary to Mr. Kalogianis' contentions, Mr. Rizzo was an agent of the Committee with both actual and apparent authority to solicit and accept contributions when he accepted Mr. Kalogianis' contributions to the Committee. By transmitting $250,000 in loan checks to Mr. Rizzo to benefit the

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2 Mr. Kalogianis argues that a contribution is not made until it is accepted by the political committee and cites *United States v. Chestnut*, 533 F.2d 40, 47 (2d. Cir.), *cert. denied*, 429 U.S. 829 (1976), and *United States v. Hankin*, 607 F.2d 611, 618 (3d Cir. 1979) (Garth, dissenting) in support of his argument.

3 Mr. Kalogianis contends that the Commission's position would require that the Commission direct the Committee to amend its reports to disclose his loan as a contribution and direct the Committee to refund the excessive contribution. In fact, the Commission has made reason to believe findings against the Committee for accepting Mr. Kalogianis' excessive contributions and other violations.

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Committee, Mr. Kalogianis made excessive contributions to the Committee in violation of 2 U.S.C. § 441a(a)(1)(A).[5]

The Commission's regulations state unequivocally that "a contribution shall be considered to be made when the contributor relinquishes control over the contribution . . . to an agent of the political committee." 11 C.F.R. § 110.1(b)(6). *Accord United States v. Hankin*, 607 F.2d 611 (3d Cir. 1979) (holding, in a case decided prior to the promulgation of 11 C.F.R. § 110.1(b)(6), that "[t]he criminal act of making the illegal contribution is complete before the deposit of the checks"). Receipt of money by an agent, authorized to receive payments on behalf of his principal, is equivalent to receipt by the principal. *See Maryland Casualty Co. v. United States*, 251 U.S. 342, 347 (1920) (premiums collected by an agent of an insurance company, but not paid to the treasurer of the insurance company, are part of the income "received" by the principal for the purposes of annual income received under federal income tax laws because "receipt by an agent is regarded as receipt by his principal"). Where an agent authorized to accept payment on behalf of a principal receives a check, the courts generally consider the principal as having received payment, even if the agent subsequently forges the principal's endorsement and deposits the check in his own account. 3 Am. Jur. 2d Agency § 275 at 782 n.7. In addition, an agent's receipt of a check intended for the principal has been held to be equivalent to receipt by the principal once the bank makes payment on the check, even if the check is made payable to the agent rather than the principal or the agent absconds with the funds. *Liberty Mutual Insurance Co. v. Enjay Chemical Co.*, 316 A.2d 219, 222 (Del. Super. Ct. 1974) (funds paid to an agent of the

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[5] We incorporate by reference the General Counsel's brief dated June 21, 1995, which sets out the facts in this matter and this Office's legal analysis.

insurance company were considered received by the insurance company, despite the fact that the agent fraudulently converted those funds for personal use).

Similarly, the Commission considers receipt by a committee's agent to be equivalent to receipt by the committee even if the agent acts negligently and contrary to express instructions. For example, in Advisory Opinion ("AO") 1992-29, the Commission instructed a committee to refund contribution checks that an employee had left in a drawer until after the 10-day deposit requirement expired. The employee had acted without the treasurer's knowledge and in conflict with express instructions issued to committee personnel. Nonetheless, since the employee was the committee's agent authorized to receive contributions, the committee was deemed to have received the checks on the date the employee received them. AO 1992-29; *see also* AO 1989-21 (checks from customers to a vendor selling committee-authorized campaign paraphernalia constitute contributions received by the committee as of the date they are received by the vendor); AO 1980-42 (ticket sale proceeds from fundraising concert are considered contributions received by the committee upon receipt by the concert promoter).

Thus, Mr. Kalogianis' contention that the Committee never received his excessive contributions is erroneous. The Committee received each contribution when Mr. Rizzo, the Committee's agent, received them. *See* 11 C.F.R. §§102.8(a), 102.9, 110.1(b)(6); AOs 1992-29, 1989-21, 1980-42. A contribution is made when the contributor relinquishes control of the funds to an agent of the committee, not when the funds are deposited or used for campaign expenditures. 11 C.F.R. § 110.1(b)(6). Thus, the timing of the transaction is at the heart of the violation: since Mr. Rizzo had authority to accept contributions as the Committee's agent at the time that Mr. Kalogianis relinquished control of the excessive contributions to him, the Committee received the contributions and Mr. Kalogianis violated 2 U.S.C. § 441a(a)(1)(A).

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Mr. Kalogianis' argument that Mr. Rizzo's agency relationship with the Committee had terminated before he solicited the loans from Mr. Kalogianis is also flawed. It is not clear that Mr. Rizzo's solicitation of loans and other contributions was devoid of an intent to benefit the Committee so that his actual authority as the Committee's agent terminated. *See* Restatement (Second) of Agency § 112 (1958). Indeed, at the same time that Mr. Rizzo was soliciting the excessive contributions and using Committee funds for his own expenditures, he continued to raise funds on behalf of the Committee, to make expenditures from his personal accounts on behalf of the Committee, and to make expenditures on behalf of the Committee from the Andover account. He continued to work for the Committee until June 1992. Thus, at the time Mr. Rizzo accepted Mr. Kalogianis' excessive contributions, he was the Committee's agent with authority to accept those contributions.

Mr. Rizzo was acting within the scope of his authority as the Committee's agent when he accepted Mr. Kalogianis' contributions. A principal need not authorize every action of his agent for the agent to be acting within the scope of his actual authority. *See* Restatement (Second) of Agency § 229, at 506 (to be within the scope of employment, conduct need not be authorized, but merely needs to be "so similar to or incidental to" those acts which are authorized). Moreover, a principal cannot escape responsibility for acts within the scope of the agent's authority on the grounds that he lacked knowledge of the agent's actions or that the agent's actions were unauthorized, tortious, or unlawful. 3 Am. Jur. 2d Agency § 280 at 782-783; *see also Stockwell v. United States*, 80 U.S. 531, 534 (1871); *Veranda Beach Club Ltd. Partnership v. Western Sur Co.*, 936 F.2d 1364, 1376 (1st Cir. 1991). Indeed, "[a]n act may be within the scope of employment although consciously criminal or tortious."[6]

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[6] For example, the D.C. Circuit has held a union liable for a scheme in which officers of the union conspired with an employer to procure illegal kickbacks. *Local 1814*, 735 F.2d at 1394-98. *See also Hunt*, 626 F. Supp. at 1103 (refusing to dismiss claim that union was liable for shop steward's extortion on behalf of union's political committee).

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Restatement (Second) of Agency § 231; *Local 1814, Int'l Longshoremen's Ass'n v. NLRB*, 735 F.2d 1384, 1395 (D.C. Cir.), *cert. denied*, 469 U.S. 1072 (1984); *see also Hunt v. Weatherbee*, 626 F. Supp. 1097, 1103 (D. Mass. 1986).

The Committee could reasonably expect that as its chief fundraiser, Mr. Rizzo would solicit and accept contributions on its behalf. Indeed, there is evidence that at least one Committee official knew that Mr. Rizzo was soliciting large loans for the Committee.[7] Since soliciting contributions was within the scope of Mr. Rizzo's agency, the solicitation of Mr. Kalogianis' contributions was within the scope of Mr. Rizzo's authority. That Mr. Rizzo ultimately embezzled funds from the Andover account does not alter Mr. Rizzo's authority to solicit and accept contributions from Tsongas supporters.

The cases Mr. Kalogianis cites in support of his argument are not on point. While both *United States v. Galindo*, 871 F.2d 99 (9th Cir. 1989), and *United States v. Hill*, 579 F.2d 480 (8th Cir. 1978), involve mail theft of legally mailed items, Mr. Kalogianis gave a series of illegal excessive contribution checks to Mr. Rizzo. Moreover, both *Galindo* and *Hill* focus on the intent of the defendant who received the mail and conclude that where there was evidence that the defendant intended to convert the mail at the time that he or she picked it up, the agency relationship and authority to pick up mail would have terminated.[8] Here, to the contrary, the issue is not Mr. Rizzo's intent, but Mr. Kalogianis' actions. Section 441a(a)(1)(A) of the Act provides that no person "shall

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[7] For example, there is evidence that the campaign manager, Dennis Kanin, was aware that Lawrence Ansin provided more than $1,000 to Mr. Rizzo to publish the candidate's campaign treatise.

[8] While both cases are inappropriate analogies to the situation here, Mr. Rizzo's actions are more similar to those of the defendant in *Hill*, whose agency relationship did not terminate at the time he received the mail. There was ample evidence that the defendant in *Galindo* intended to convert the packages when she signed for them: she forged the signature of other employees or disguised her own signature. In *Hill*, however, the court found that there was insufficient evidence that the defendant's agency had terminated when he picked up his mother's mail, even though he cashed her social security check on the same day. Similarly, there is insufficient evidence that Mr. Rizzo's agency had terminated at the time that he accepted Mr. Kalogianis' contributions.

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make" a contribution in excess of $1,000; Mr. Kalogianis freely admits that he intended to make the excessive contributions to the Committee when he gave the checks to Mr. Rizzo.

Moreover, Mr. Rizzo had apparent authority to receive contributions by virtue of his position as the Committee's fundraiser when he accepted Mr. Kalogianis' excessive contributions. Where the principal has held the agent out as having authority, so that a reasonable person would believe the agent to have such authority, the principal may be liable for the agent's actions on the basis of apparent authority, even if the acts are unauthorized or illegal. *See e.g., Metco Products, Inc., Division of Case Mfg. Co. v. NLRB*, 884 F.2d 156, 159 (4th Cir. 1989); *Richards v. General Motors Corp.*, 991 F.2d 1227, 1232 (6th Cir. 1993). Similarly, a principal may be held liable for his agent's illegal acts, such as fraud, when he places an employee in a position to commit those acts. *First Amer. State Bank v. Continental Ins. Co.*, 897 F.2d 319 (8th Cir. 1990); *Hester v. New Amsterdam Casualty Co.*, 412 F.2d 505, 508 (4th Cir. 1969).

Where, as here, an agent had apparent authority based on his position with the campaign, the question of whether he acted with the intent to benefit the principal does not apply. A principal may be bound by the apparent authority of an agent even if the agent did not act with the intent to benefit the principal. *See* Restatement (Second) of Agency § 262, at 571 ("A person who otherwise would be liable to another for the misrepresentations of one apparently acting for him is not relieved from liability by the fact that the servant or other agent acts entirely for his own purposes, unless the other has notice of this"); § 282(2)(b), at 611-12 ("The principal is affected by the knowledge of an agent who acts adversely to the principal: . . . if the agent enters into negotiations within the scope of his powers and the person with whom he deals reasonably believes him to be authorized to conduct the transaction"); *E.A. Prince & Son, Inc. v. Selective Ins. Co. of Southeast*, 818 F. Supp. 910, 915 (D.S.C. 1993) (court refused to dismiss "insured" party's claim against insurance company where former agent

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misappropriated premiums and, consequently, company never received payment or issued policies, stating, "[i]n situations of apparent authority, the motives of the agent are immaterial unless they are known by the third party with whom the agent dealt.").

Indeed, the United States Supreme Court has held a principal liable for the actions of an agent with apparent authority even where the agent acted in secret with the sole purpose of benefiting himself. *See, e.g., Gleason v. Seaboard Air Line Railway*, 278 U.S. 349, 353-55 (1929); *American Society of Mechanical Engineers, Inc. v. Hydrolevel Corp.* ("*ASME*"), 456 U.S. 556 (1982). In *ASME*, the Supreme Court observed that the federal courts routinely "have imposed liability upon principals for the misdeeds of agents acting with apparent authority." 456 U.S. at 568 (citing cases involving federal tax liability, common-law fraud, securities fraud, and bail bond fraud). The Supreme Court stated: "a principal is liable for an agent's fraud though the agent acts solely to benefit himself, if the agent acts with apparent authority." 456 U.S. at 566. Under the theory of apparent authority, the liability of the principal is based " 'upon the fact that the agent's position facilitates the consummation of the fraud, in that from the point of view of the third person the transaction seems regular on its face and the agent appears to be acting in the ordinary course of the business confided to him.' " *Id.* (quoting Restatement (Second) of Agency § 261, comment a, at 571). Mr. Rizzo had apparent authority to solicit and receive contributions based on his position with the Committee. The eight lenders, including Mr. Kalogianis, and many other contributors, relied upon Mr. Rizzo's position with the Committee when they gave him contributions intended for the Committee. Since the Committee was bound by the transactions of Mr. Rizzo that were within his apparent authority as the Committee's agent, the Committee received Mr. Kalogianis' contributions when he gave them to Mr. Rizzo.

Moreover, Mr. Kalogianis has not cited any legal support for his contention that the doctrine of apparent authority applies only to the third party injured by an apparent agent. In fact, it is well

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established that a third party need not seek redress in order for a principal to be held liable for an agent's acts committed within the scope of the agent's apparent authority. *See, e.g., United States v. Bi-Co Pavers, Inc.*, 741 F.2d 730, 737 (5th Cir. 1984) (citing to *United States v. Hilton Hotels Corp.*, 467 F.2d 1000, 1004-07 (9th Cir. 1972), *cert. denied*, 409 U.S. 1125 (1973)). In *Bi-Co Pavers*, the Fifth Circuit upheld the conviction of a corporation for the criminal acts of its agent, acting with apparent authority, even though no third party sought redress in that case. 741 F.2d at 737-38.

Thus, Mr. Rizzo was an agent of the Committee with both actual and apparent authority to accept contributions when he accepted Mr. Kalogianis' contributions and deposited them in the Committee's Andover account. These contributions were contributed to and received by the Committee through its agent; that the money was never transferred to the Committee treasurer does not change the nature of these transactions. *See* 11 C.F.R. §§ 102.8(a), 102.9, 110.1(b)(6); AOs 1992-29, 1989-21, and 1980-42.[9] Mr. Kalogianis made his unlawful contributions when he relinquished control of those contributions to the Committee's agent, Mr. Rizzo. 11 C.F.R. § 110.1(b)(6). Contrary to Mr. Kalogianis' assertions, the contribution transaction was not merely an "attempt," but was completed when he gave the checks to Mr. Rizzo. Therefore, Mr. Kalogianis contributed a total of $249,000 to the Committee in excess of his individual contribution limitation in violation of 2 U.S.C. § 441a(a)(1)(A).

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[9] Mr. Kalogianis' final $100,000 loan was also received by the Committee, although it was made payable to Mr. Rizzo. Checks received for a principal, although payable to the agent, are received by the principal once discharged. *See Navrides v. Zurich Insurance Co.*, 488 P. 2d 637, 642 (Cal. Sup. Ct. 1971); *see also Liberty Mutual Insurance Co. v. Enjay Chemical Co.*, 316 A.2d 219, 222 (Del. Super. Ct. 1974). It is irrelevant whether the checks were made payable to Mr. Rizzo rather than the Committee because they were excessive contributions solicited and accepted by Mr. Rizzo as the Committee's agent. 2 U.S.C. § 441a(f). Mr. Kalogianis admits that he intended all of his contributions, including the final $100,000 loan, to benefit the Committee.

Finally, the characterization of Mr. Kalogianis as an innocent victim is not apt. Mr. Kalogianis made contributions which exceeded his individual contribution limitation by $249,000.[10] Mr. Rizzo's embezzlement does not vitiate the violation or relieve Mr. Kalogianis from liability for having made the contributions in the first place. Moreover, the discrepancies between Mr. Kalogianis' testimony concerning certain events and the testimony of other witnesses raise questions about his asserted "good faith" cooperation with the Commission's investigation.[11]

This Office believes that Mr. Kalogianis, intending to contribute to the Committee, violated 2 U.S.C. § 441a(a)(1)(A) by giving contributions to the Committee's agent that exceeded his individual contribution limitation by $249,000. Mr. Kalogianis gave Mr. Rizzo $150,000 in contributions in the form of six loan checks made payable to the Committee and an additional $100,000 contribution check intended to benefit the Committee made payable to Mr. Rizzo. Therefore, the Office of General Counsel recommends that the Commission find probable cause to believe that Mr. Kalogianis violated 2 U.S.C. § 441a(a)(1)(A).

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10 Courts have long recognized the importance of the FECA's limitation on contributions. *See, e.g., Buckley v. Valeo*, 424 U.S. 1, 26-27 (1976) ("The Act's primary purpose [is] to limit the appearance and actuality of corruption resulting from large individual financial contributions .... To the extent that large contributions are given to secure a political *quid pro quo* from current and potential office holders, the integrity of our system of representative democracy is undermined."); *see also Let's Help Florida v. McCrary*, 621 F.2d 195, 199-200 ("[A]ctual corruption resulting from a candidate's dependence upon large individual contributions would undermine the integrity of representative democracy, and even the appearance of corruption that arises from public awareness of the possibilities for abuse would erode confidence in the democratic system.").

11 For example, Mr. Kalogianis claimed that the candidate participated in the solicitation of the first loan at the church picnic. His testimony was contradicted by that of the candidate, Mr. Rizzo, and other witnesses, and this Office believes it unlikely that the candidate was involved in any of these transactions. Indeed, on November 29, 1994 the Commission took no further action against Senator Tsongas in this matter.

IV. DISCUSSION OF CONCILIATION AND CIVIL PENALTY

This Office recommends that the Commission approve the attached conciliation agreement

V. RECOMMENDATIONS

1. Find probable cause to believe that Anastasios Kalogianis violated 2 U.S.C. § 441a(a)(1)(A);

2. Approve the attached conciliation agreement; and

3. Approve the appropriate letter.

March 5, 1998
Date

Lawrence M. Noble
General Counsel

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Attachments:

1. Anastasios Kalogianis' brief, dated November 28, 1995
2. Conciliation agreement

Staff Assigned: Delanie DeWitt Painter

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Anastasios Kalogianis.) MUR 3585

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on March 11, 1996, the Commission decided by a vote of 4-0 to take the following actions in MUR 3585:

1. Find probable cause to believe that Anastasios Kalogianis violated 2 U.S.C. § 441a(a)(1)(A).

2. Approve the conciliation agreement, as recommended in the General Counsel's Report dated March 5, 1996.

3. Approve the appropriate letter, as recommended in the General Counsel's Report dated March 5, 1996.

Commissioners Aikens, Elliott, McDonald, and Thomas voted affirmatively for the decision; Commissioner McGarry did not cast a vote.

Attest:

3-11-96
Date

Delores Hardy
for Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Tues., March 05, 1996 4:49 p.m.
Circulated to the Commission: Wed., March 06, 1996 11:00 a.m.
Deadline for vote: Mon., March 11, 1996 4:00 p.m.

lrd

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 13, 1996

E. Mark Braden
Baker & Hostetler
Suite 1110
1050 Connecticut Avenue, N.W.
Washington, DC 20036

RE: MUR 3585
Anastasios Kalogianis

Dear Mr. Braden:

On March 11, 1996, the Federal Election Commission found that there is probable cause to believe that your client, Anastasios Kalogianis, violated 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended, in connection with the above-captioned matter.

The Commission has a duty to attempt to correct such violations for a period of 30 to 90 days by informal methods of conference, conciliation, and persuasion, and by entering into a conciliation agreement with a respondent. If we are unable to reach an agreement during that period, the Commission may institute a civil suit in United States District Court and seek payment of a civil penalty.

Enclosed is a conciliation agreement

If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission within ten days. I will then recommend that the Commission accept the agreement. Please make your check for the civil penalty payable to the Federal Election Commission.

If you have any questions or suggestions for changes in the enclosed conciliation agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory

Celebrating the Commission's 20th Anniversary
YESTERDAY, TODAY AND TOMORROW
DEDICATED TO KEEPING THE PUBLIC INFORMED

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conciliation agreement, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation Agreement

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RECEIVED
FEDERAL ELECTION
COMMISSION
SECRETARIAT

BEFORE THE FEDERAL ELECTION COMMISSION

APR 9 11 57 AM '96

In the Matter of

William Berg

MUR 3585

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

Attached is a conciliation agreement that has been signed by counsel for respondent William Berg. The attached agreement contains no changes from the agreement approved by the Commission on March 8, 1996, and we have received a check for the $2,500 civil penalty.

II. RECOMMENDATIONS

1. Accept the attached conciliation agreement with respondent William Berg;
2. Close the file with respect to William Berg; and
3. Approve the appropriate letter.

4/8/96
Date

Lawrence M. Noble
General Counsel

Attachment
1. Conciliation Agreement

Staff assigned: Delanie DeWitt Painter

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
William Berg.) MUR 3585

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on April 12, 1996, the Commission decided by a vote of 5-0 to take the following actions in MUR 3585:

1. Accept the conciliation agreement with respondent William Berg, as recommended in the General Counsel's Report dated April 8, 1996.

2. Close the file with respect to William Berg.

3. Approve the appropriate letter, as recommended in the General Counsel's Report dated April 8, 1996.

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

Attest:

4-12-96
Date

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

Received in the Secretariat: Tues., April 09, 1996 11:57 a.m.
Circulated to the Commission: Tues., April 09, 1996 4:00 p.m.
Deadline for vote: Fri., April 12, 1996 4:00 p.m.

bjr

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 16, 1996

Alan M. Spiro, Esq.
Friedman & Atherton
Exchange Place
53 State Street, 27th Floor
Boston, MA 02109

RE: MUR 3585
William Berg

Dear Mr. Spiro:

On April 12, 1996, the Federal Election Commission accepted the signed conciliation agreement and civil penalty payment submitted on your client's behalf in settlement of a violation of 2 U.S.C. § 441a(a)(1)(A), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). Accordingly, the file has been closed in this matter as it pertains to Mr. Berg. Please be advised that the civil penalty in this agreement reflects unusual factors brought forth during the investigation.

This matter will become public within 30 days after it has been closed with respect to all other respondents involved. Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. *See* 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become part of the public record.

You are advised that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply with respect to all respondents still involved in this matter. The Commission will notify you when the entire file has been closed.

Celebrating the Commission's 20th Anniversary
YESTERDAY, TODAY AND TOMORROW
DEDICATED TO KEEPING THE PUBLIC INFORMED

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Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
William Berg	)	MUR 3585
	)	
	)	

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that William Berg ("Respondent") violated 2 U.S.C. § 441a(a)(1)(A).

NOW THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

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

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Paul Tsongas was a candidate for the nomination of the Democratic Party for the office of President of the United States for the election held in November 1992. The

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Tsongas Committee, Inc. (the "Tsongas Committee") was the authorized committee of Mr. Tsongas and, as such, was authorized to receive contributions on behalf of Mr. Tsongas.

2. Nicholas Rizzo was the principal fundraiser for the Tsongas Committee. The Tsongas Committee retained Mr. Rizzo to perform fundraising services. Mr. Rizzo was an agent of the Tsongas Committee for the purpose of soliciting and accepting contributions.

3. Respondent is an individual who resides in Arlington, Massachusetts. Respondent is a person as defined in 2 U.S.C. § 431(11).

4. Pursuant to 2 U.S.C. § 441a(a)(1)(A), it is unlawful for a person to 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.

5. Pursuant to 2 U.S.C. § 431(8)(A)(i), a loan made by a person for the purpose of influencing any election for federal office is a contribution.

6. On or about June 24, 1991, Respondent made a contribution of $750 to the Tsongas Committee.

7. In December 1991, Mr. Rizzo solicited Respondent to make a $60,000 loan to the Tsongas Committee. At the time, Respondent understood Mr. Rizzo to be the Finance Chairman of the Tsongas Committee. By check dated December 5, 1991, Respondent acceded to the request and loaned the Tsongas Committee $60,000. The check was made payable to the Tsongas Committee. In exchange for the loan, the Respondent received a promissory note which Mr. Rizzo personally guaranteed.

8. In February 1992, Mr. Rizzo repaid Respondent $30,000 of his loan to the Tsongas Committee. A balance of $30,000 remains unpaid.

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V. Respondent violated 2 U.S.C. § 441a(a)(1)(A) by making a $60,000 loan to the Tsongas Committee. Respondent exceeded the maximum individual contribution limitation by $59,750.

VI. The Commission determined that a civil penalty of thirty-thousand dollars ($30,000) ordinarily would be appropriate in this matter, pursuant to 2 U.S.C. § 437g(a)(5)(A). However, the Commission recognizes the unusual set of circumstances surrounding the Respondent's financial status, as detailed in financial information provided to the Commission. In light of this situation, the Commission will accept a civil penalty of two-thousand five-hundred dollars ($2,500) from Mr. Berg in satisfaction of his violation of 2 U.S.C. § 441a(a)(1)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein, or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral,

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made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

4/16/96
Date

FOR THE RESPONDENT:

(Name) Alan W. Spiro
(Position) Attorney

3/25/96
Date

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FRIEDMAN & ATHERTON
IOLTA ACCOUNT
53 STATE ST.
BOSTON, MA 02109-2803

5-133/110

March 25 1996

PAY TO THE ORDER OF Federal Election Commission $ 2,500.00

--------- Two Thousand Five Hundred ---------- DOLLARS

USTrust
Boston, MA 02108

FOR #1962-3

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FEDERAL ELECTION
COMMISSION
SECRETARIAT

BEFORE THE FEDERAL ELECTION COMMISSION

MAR 26 9 35 AM '96

In the Matter of	)	
	)	MUR 3585
Elkin McCallum	)	
	)	

SENSITIVE

APR 17 1996

EXECUTIVE SESSION

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On November 28, 1995, the Commission found probable cause to believe that Elkin McCallum violated 2 U.S.C. § 441a(a)(1)(A) by making contributions in the form of loans totaling $250,000 to the Tsongas Committee, Inc. On the same date, the Commission approved a conciliation agreement

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this Office recommends that the Commission authorize the filing of a civil suit against Elkin McCallum.

II. RECOMMENDATIONS

Authorize the Office of the General Counsel to file a civil suit for relief in United States District Court against Elkin McCallum; and

Approve the appropriate letter.

3/25/96
Date

Lawrence M. Noble
General Counsel

Staff assigned: Delanie DeWitt Painter

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3585
Elkin McCallum	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on April 17, 1996, do hereby certify that the Commission took the following actions in MUR 3585:

Decided by a vote of 5-0 to

Authorize the Office of the General Counsel to file a civil suit for relief in United States District Court against Elkin McCallum

(continued)

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c) Approve an appropriate letter pursuant to the above actions.

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

Attest:

4-18-96
Date

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

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 19, 1996

VIA FACSIMILE AND FIRST CLASS MAIL

Rudolph F. Pierce, Esq.
Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110-3333

RE: MUR 3585
Elkin McCallum

Dear Mr. Pierce:

Enclosed herewith is a conciliation agreement incorporating this change which we submit for your client's signature. Although I am still hopeful that this matter can be settled through a conciliation agreement, please be advised that in the absence of your client's acceptance of the enclosed agreement within 15 days, the Commission has authorized this Office to institute a civil suit in the United States District Court.

Should you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation agreement

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RECEIVED
FEDERAL ELECTION
COMMISSION
SECRETARIAT
APR 30 10 05 AM '96

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3585
the Tsongas Committee, Inc.	)	
and George Kokinos, as Treasurer	)	**SENSITIVE**

GENERAL COUNSEL'S REPORT

I. INTRODUCTION

On November 29, 1994, the Commission found reason to believe that the Tsongas Committee, Inc. (the "Committee") and S. George Kokinos, as treasurer, violated 2 U.S.C. § 432(h)(1); 2 U.S.C. § 441a(f); and 2 U.S.C. § 441b(a). On January 27, 1995, the Committee responded to the Commission's reason to believe findings and requested that the Commission take no further action on this matter. On July 18, 1995, the Commission denied the Committee's request to take no further action and close the file with respect to the Committee. On the same date, the Commission found reason to believe that the Committee violated 2 U.S.C. § 441a(f) and 2 U.S.C. § 434(b).

On September 5, 1995, the Committee responded to these additional reason to believe findings. In its response, the Committee requested a "pre-probable cause conciliation conference to discuss whether there is any possibility of resolving this matter in a fair and judicious way short of litigation." Attachment 1.[1] Staff of this Office contacted counsel for the Committee to clarify whether the Committee was interested in conciliation prior to a finding of probable cause to believe. Following several conversations, the Committee

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[1] Also in its response, the Committee again requested that the Commission take no further action in this matter. The Commission denied the Committee's first request to dismiss this matter on July 18, 1995. Since the issues and legal arguments in this case remain the same, this Office believes that it is unnecessary for the Commission to consider the Committee's second request for dismissal.

requested pre-probable cause to believe conciliation in a letter dated February 15, 1996. Attachment 2. This Office recommends that the Commission grant the Committee's request.

II. DISCUSSION

The violations at issue in this case arise from actions by Nicholas Rizzo, Jr., the Committee's chief fundraiser. Mr. Rizzo opened an account in the Committee's name at the Andover Bank (the "Andover account"), deposited Committee contributions into the Andover account, including excessive contributions totaling $29,314 and prohibited contributions totaling $3,571, and made campaign-related expenditures from the Andover account.[2] He also solicited excessive contributions to the Committee in the form of loans totaling $794,000 from eight individuals. Finally, he advanced funds from his personal accounts to repay some of the loans and to make campaign-related expenditures.

The Commission found reason to believe that the Committee violated 2 U.S.C. § 432(h)(1) by failing to designate the Andover account as a Committee account. Moreover, the Commission found reason to believe that the Committee violated 2 U.S.C. § 441a(f) by: accepting contributions from 42 individuals which exceeded their individual contribution limitations by a total of $29,314; accepting contributions in the form of loans from eight individuals which exceeded their individual contribution limitations by a total of $794,000; and by accepting contributions from Mr. Rizzo which exceeded his individual contribution limitation by at least $122,100. In addition, the Commission found reason to believe that the Committee violated 2 U.S.C. § 434(b) by failing to accurately report receipts, disbursements,

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[2] Mr. Rizzo is presently incarcerated in a federal penitentiary serving a 52 month jail sentence after pleading guilty to multiple criminal counts arising from his activities, including mail fraud, money laundering, false statements and election law violations.

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and ending cash for 1991. Finally, the Commission found reason to believe that the Committee violated 2 U.S.C. § 441b(a) by accepting $3,571 in prohibited contributions.

Throughout this matter and the concomitant audit and repayment process involving the Committee, the Committee has argued that it should not be held responsible for Mr. Rizzo's actions and any resulting election law violations. The Commission has repeatedly rejected the Committee's arguments.[3] In both the audit and enforcement contexts, the Commission has concluded that Mr. Rizzo was a Committee agent with actual and apparent authority to solicit and receive contributions and conduct financial transactions on behalf of the Committee and that the Andover account was a Committee account.[4] *See* Final Audit Report on the Tsongas Committee, Inc. (approved December 16, 1994) at 25-29; MUR 3585 General Counsel's Reports dated November 9, 1994 (Commission approved reason to believe findings) and June 23, 1995 (Commission denied Committee's request to take no further action and approved additional reason to believe findings).

This Office recommends that the Commission enter into conciliation with the Committee prior to a finding of probable cause to believe.

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[3] We incorporate by reference this Office's analysis delineated in our previous reports in this matter, particularly the General Counsel's Reports dated November 9, 1994 and June 23, 1995.

[4] After considering the circumstances surrounding this matter, the Commission decided not to seek a repayment from the Committee of $98,288 for non-qualified campaign expenses related to Mr. Rizzo's activities. Final Audit Report on the Tsongas Committee, Inc. (approved December 16, 1994) at 66. Nevertheless, the Commission concluded that the Committee was responsible for Mr. Rizzo's actions and had received the loans and other contributions accepted by Mr. Rizzo. The Commission included the $29,314 in excessive contributions deposited into the Andover account in the total amount of the Committee's excessive contributions to be disgorged to the United States Treasury. *Id.* at 36-38, 69, 71. To date, the Committee has not made any disgorgement payment for its excessive contributions. Moreover, the Statement of Net Outstanding Campaign Obligations ("NOCO Statement") in the Final Audit Report reflects loans payable from the Committee to the individual lenders totaling $729,000. *Id.* at 69-70. Footnote 'c' to the NOCO Statement states: "It is recognized that at this time the Committee does not have the funds available to make these payments [to the lenders] nor is it anticipated that funds will be available in the foreseeable future." *Id.* at 70.

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Attached for the Commission's approval is a proposed conciliation agreement

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III. RECOMMENDATIONS

1. Enter into conciliation prior to a finding of probable cause to believe with the Tsongas Committee, Inc. and S. George Kokinos, as treasurer;

2. Approve the attached conciliation agreement; and

3. Approve the appropriate letter.

4/29/96
Date

Lawrence M. Noble
Lawrence M. Noble
General Counsel

Staff assigned: Delanie DeWitt Painter

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Tsongas Committee, Inc. and) MUR 3585
S. George Kokinos, as treasurer.)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on May 3, 1996, the Commission decided by a vote of 5-0 to take the following actions in MUR 3585:

1. Enter into conciliation prior to a finding of probable cause to believe with the Tsongas Committee, Inc. and S. George Kokinos, as treasurer.

2. Approve the conciliation agreement, as recommended in the General Counsel's Report dated April 29, 1996.

3. Approve the appropriate letter, as recommended in the General Counsel's Report dated April 29, 1996.

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

Attest:

5-3-96
Date

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

Received in the Secretariat: Tues., April 30, 1996 10:05 a.m.
Circulated to the Commission: Tues., April 30, 1996 11:00 a.m.
Deadline for vote: Fri., May 03, 1996 4:00 p.m.

bjr

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 21, 1996

Lyn Utrecht
Oldaker, Ryan, Phillips & Utrecht
818 Connecticut Avenue N.W.
Suite 1100
Washington, D.C. 20036

RE: MUR 3585
The Tsongas Committee, Inc.
and S. George Kokinos, as treasurer

Dear Ms. Utrecht:

On November 29, 1994, the Commission found reason to believe that the Tsongas Committee, Inc. and S. George Kokinos, as treasurer (the "Committee") violated 2 U.S.C. §§ 432(h)(1); 441a(f); and 441b(a). On July 18, 1995, the Commission further found reason to believe that the Committee violated 2 U.S.C. §§ 441a(f) and 434(b). At your request, on May 3, 1996, the Commission determined to enter into negotiations directed toward reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If your client agrees with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Enclosure
Conciliation Agreement

Celebrating the Commission's 20th Anniversary

YESTERDAY, TODAY AND TOMORROW
DEDICATED TO KEEPING THE PUBLIC INFORMED

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RECEIVED
FEDERAL ELECTION
COMMISSION
SECRETARIAT

BEFORE THE FEDERAL ELECTION COMMISSION

JUN 13 1 22 PM '96

In the Matter of	)	MUR 3585
Anastasios Kalogianis	)	
	)	

SENSITIVE
JUN 25 1996
EXECUTIVE SESSION

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On March 11, 1996, the Commission found probable cause to believe that Anastasios Kalogianis violated 2 U.S.C. § 441a(a)(1)(A) by making contributions in the form of loans totaling $250,000 to the Tsongas Committee, Inc. ("the Committee"). On the same date, the Commission approved a conciliation agreement

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the Office of General Counsel recommends that the Commission authorize the filing of a civil suit against Mr. Kalogianis unless he accepts within fifteen days of receipt of the offer.

II. RECOMMENDATIONS

Authorize the Office of the General Counsel to file a civil suit for relief in United States District Court against Anastasios Kalogianis if the offer is not accepted within fifteen days of its receipt; and

Approve the appropriate letter.

6/10/96
Date

Lawrence M. Noble
Lawrence M. Noble
General Counsel
by KBC

Staff assigned: Delanie DeWitt Painter

Attachments
1. Letter from Mark Braden dated April 25, 1996
2. Facsimile transmission from Mark Braden dated May 2, 1996

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 3585
Anastasios Kalogianis)

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on June 25, 1996, do hereby certify that the Commission decided by a vote of 4-0 to take the following actions in MUR 3585:

Authorize the Office of the General Counsel to file a civil suit for relief in United States District Court against Anastasios Kalogianis if the offer is not accepted within fifteen days of its receipt; and

Approve the appropriate letter as recommended in the General Counsel's June 10, 1996 report.

Commissioners Aikens, Elliott, McGarry, and Thomas voted affirmatively for the decision; Commissioner McDonald was not present.

Attest:

6-26-96
Date

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

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 28, 1996

VIA FACSIMILE AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

E. Mark Braden, Esq.
Baker & Hostetler
Washington Square, Suite 1100
1050 Connecticut Ave., N.W.
Washington, D.C. 20036-5304

RE: Anastasios Kalogianis
MUR 3585

Dear Mr. Braden:

Enclosed herewith is a conciliation agreement which we submit for your client's signature. Although I am still hopeful that this matter can be settled through a conciliation agreement, please be advised that in the absence of your client's acceptance of the enclosed agreement within 15 days, the Commission has authorized this Office to institute a civil suit in the United States District Court.

Should you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Conciliation agreement

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FEDERAL ELECTION
COMMISSION
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Aug 14 4 15 PM '96

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 14, 1996

CERTIFIED MAIL RETURN RECEIPT REQUESTED

SENSITIVE

Nicholas A. Rizzo, Jr.
Federal Correctional Institute McKean
P.O. Box 8000,
Bradford, PA 16701

RE: MUR 3585

Dear Mr. Rizzo:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on April 12, 1993, the Federal Election Commission found reason to believe that you knowingly and willfully violated 2 U.S.C. §§ 432(a); 432(b)(1) and (3); 432(h); 441a(a)(1)(A); 441a(f); 441b; and 11 C.F.R. §§ 110.9(a), 114.2(c), and 116.5(b), and instituted an investigation in this matter. The Commission revoted its reason to believe findings against you on January 29, 1994.

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that knowing and willful violations have occurred.

The Commission may or may not approve the General Counsel's recommendation. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

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Should you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3585
Nicholas A. Rizzo, Jr.	)	
	)	

GENERAL COUNSEL'S BRIEF

I. STATEMENT OF THE CASE

On January 24, 1994, the Commission revoted to find reason to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. §§ 432(a); 432(b)(1) and (3); 432(h); 441a(a)(1)(A); 441a(f); 441b; and 11 C.F.R. §§ 110.9(a), 114.2(c), and 116.5(b), provisions of the Federal Election Campaign Act of 1971, as amended ("FECA" or "the Act") and the Commission's regulations.[1] Mr. Rizzo was the chief fundraiser for the Tsongas Committee, Inc. ("the Committee"), the authorized committee for the 1992 primary campaign of presidential candidate Senator Paul Tsongas. This Office deposed Mr. Rizzo on March 9 and 10, 1994.

The violations at issue in this case arise from actions by Mr. Rizzo while he worked as the Committee's chief fundraiser between March 1991 and the spring of 1992. In March 1991, Mr. Rizzo opened an account in the Committee's name at the Andover Bank ("the Andover account"), deposited Committee contributions and receipts and made expenditures from the Andover account, including several payments for campaign expenses. The Andover account was never designated as a Committee account. Thus, Mr. Rizzo knowingly and willfully made disbursements from an undesignated Committee account in violation of 2 U.S.C. § 432(h).

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[1] The Commission originally found reason to believe against Mr. Rizzo on April 12, 1993 and revoted its previous findings in this case following the decision in *FEC v. NRA Political Victory Fund*, 6 F.3d 821 (D.C. Cir. 1993), *cert. dismissed for want of jurisdiction*, 115 S.Ct. 537 (1994). Mr. Rizzo pled guilty on October 13, 1993 to criminal counts related to this matter including mail fraud, money laundering, FECA violations, criminal forfeiture, and making false statements to the Commission.

Mr. Rizzo deposited contribution checks totaling $280,000 intended for the Committee but made payable to him or his consulting company, Benco, Inc., into his personal bank account or his company's account, and never forwarded these contributions to the Committee treasurer. He also failed to forward to the Committee treasurer identification of the contributors of the funds he deposited into the Andover account or his personal account, or any reporting information concerning the transactions. Thus, Mr. Rizzo knowingly and willfully violated 2 U.S.C. § 432(b)(1).

Moreover, Mr. Rizzo solicited and received contributions to the Committee in the form of loans totaling $794,000 from eight individuals, which exceeded their individual contribution limitations by a total of $791,750. He also deposited excessive contributions totaling $29,314 and prohibited contributions totaling $3,571 into the Andover account. Therefore, Mr. Rizzo knowingly and willfully violated 2 U.S.C. § 441a(f) and 11 C.F.R. § 110.9(a) by accepting contributions from individuals which exceeded their expenditure limitations. Further, he knowingly and willfully violated 2 U.S.C. § 441b(a) and 11 C.F.R. § 114.2(c) by accepting $3,571 in prohibited contributions.

In addition, Mr. Rizzo used his personal funds and credit card to make expenditures on behalf of the Committee. He made advances totaling at least $57,100 for campaign expenses and used his credit card to guarantee Committee expenses. Moreover, he personally guaranteed the loans and repaid $65,000 of the loans to three of the lenders. Mr. Rizzo knowingly and willfully made contributions which exceeded his contribution limitation by at least $122,100 ($57,100 + $65,000) and personally guaranteed $794,000 in loans to the Committee in violation of 2 U.S.C. § 441a(a)(1)(A) and 11 C.F.R. § 116.5(b).

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Finally, Mr. Rizzo converted most of the Committee funds deposited in the Andover account, as well as the Committee funds deposited in his personal and company accounts, to pay for his personal debts and expenditures. He wrote checks on the Andover account made payable to himself, his company and his creditors, but did not have authority to make such personal expenditures with Committee funds. Therefore, Mr. Rizzo knowingly and willfully commingled Committee funds with his personal funds in violation of 2 U.S.C. § 432(b)(3) and knowingly and willfully disbursed Committee funds without the treasurer's authorization in violation of 2 U.S.C. § 432(a).

Therefore, the Office of General Counsel recommends that the Commission find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. §§ 432(a); 432(b)(1) and (3); 432(h); 441a(a)(1)(A); 441a(f); 441b; and 11 C.F.R. §§ 110.9(a), 114.2(c), and 116.5(b).

II. BACKGROUND

A. LAW

Every person who receives a contribution for an authorized political committee must forward that contribution to the committee treasurer within 10 days of receipt. 2 U.S.C. § 432(b)(1). The recipient must also forward the name and address of the contributor and the date of receipt for contributions of more than $50. *Id.* For contributions in excess of $200, the recipient should also supply the contributor's occupation and name of employer to the treasurer. 11 C.F.R. § 102.8(a).

All funds of a political committee shall be segregated from, and may not be commingled with, the personal funds of any individual. 2 U.S.C. § 432(b)(3); 11 C.F.R. § 102.15. All receipts received by a committee must be deposited into a designated depository. 2 U.S.C.

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§ 432(h)(1). No disbursements, other than petty cash disbursements, may be made by a committee except by a check drawn on a designated account. *Id.* No expenditure shall be made for or on behalf of a political committee without the authorization of the treasurer or his or her designated agent. 2 U.S.C. § 432(a).

Contributions from individuals to candidates, their authorized committees or agents with respect to any election for federal office may not exceed an aggregate of $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(B). A loan which exceeds the contribution limits of 2 U.S.C. § 441a is unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A). No officer or employee of a political committee shall knowingly accept a contribution made for the benefit or use of a candidate, or knowingly make any expenditure on behalf of a candidate, in violation of any limitation imposed upon contributions and expenditures. 2 U.S.C. § 441a(f); 11 C.F.R. § 110.9(a).

Payments made by an individual, including advances by a committee staff person, from his or her personal funds for costs incurred in providing goods or services to, or obtaining goods and services that are used by or on behalf of a candidate are in-kind contributions subject to the contribution limits of 2 U.S.C. § 441a(a)(1)(A). 11 C.F.R. § 116.5(b); *see* Explanation and Justification of Regulations on Debts Owed by Candidates and Political Committees, 55 *Fed. Reg.* 26382-83 (June 27, 1989). Advances by committee staff or other individuals to pay for the costs of goods or services provided to a committee are contributions unless the payment is for the individual's own transportation and subsistence costs and the individual is reimbursed within 60 days after the closing date of the billing statement for payments by credit card or within 30 days after the expenses were incurred for other forms of payment. 11 C.F.R. § 116.5(b).

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The Act also prohibits corporations and labor organizations from making contributions or expenditures in connection with any federal election. 2 U.S.C. § 441b(a); 11 C.F.R. § 114.2(b). It is likewise unlawful for any candidate, political committee or other person knowingly to accept or receive any prohibited contribution. 2 U.S.C. § 441b(a); 11 C.F.R. § 114.2(c).

Moreover, the Act governs violations of law that are knowing and willful. *See* 2 U.S.C. §§ 437g(a)(5)(C) and 437g(d). Actions that are "knowing and willful" are those that were "taken with full knowledge of all of the facts and a recognition that the action is prohibited by law." 122 Cong. Rec. H3778 (daily ed. May 3, 1976). The knowing and willful standard requires knowledge that one is violating the law. *FEC v. John A. Dramesi for Congress Committee*, 640 F. Supp. 985 (D.N.J. 1986). A knowing and willful violation may be established by showing that "the defendant acted deliberately and with knowledge that the representation was false." *U.S. v. Hopkins*, 916 F.2d 207, 214 (5th Cir. 1990). Willful behavior may also be inferred from "the handling of one's affairs to avoid making the records usual in transactions . . . and [from] conduct, the likely effect of which would be to mislead or to conceal." *Spies v. U.S.*, 317 U.S. 492, 499 (1943).

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B. FACTS

1. Rizzo and the Andover Account

Nicholas Rizzo, Jr. was one of the three most powerful people in the publicly-funded 1992 presidential primary campaign of Senator Paul Tsongas. He was associated with the Committee from its inception in March 1991 until June 1992. The Committee had a tripartite organizational structure: the candidate made policy and issue decisions; Dennis Kanin, the campaign manager, supervised campaign personnel and the field organization; and Mr. Rizzo was in charge of fundraising. According to the candidate, Mr. Rizzo was "not just [his] fund

raiser, but almost like an older brother" who had been involved in Senator Tsongas' political career since 1974. He had worked for Senator Tsongas' Senate campaigns as well as for the campaigns of several congressional candidates, the Mondale and Carter presidential campaigns, and the Democratic National Committee. Steven Joncas, a campaign volunteer, explained that Mr. Rizzo "had always been very closely identified with the Tsongas campaigns" and had the reputation of "being in a position of authority when it came to the campaign, and being able to speak for the candidate, if you will, represent the candidate."

Mr. Rizzo had authority to solicit contributions, make expenditures, and conduct financial transactions on behalf of the Committee. He functioned as the Committee's principal fundraiser with authority to solicit, receive and process contributions, and organize fundraising events. Several Committee documents identify Mr. Rizzo as the "National Finance Committee Chairman" and the candidate and Committee staff considered him the chief fundraiser and finance chairman for the campaign. Mr. Rizzo operated with a great deal of independence. His fundraising operation and events were not subject to the approval of anyone else in the Committee. Neither Mr. Kanin nor the candidate exercised significant control over Mr. Rizzo.

In addition to fundraising, Mr. Rizzo had broad authority over most aspects of the Committee's financial activity. He participated in opening the Committee's operating account at Bay Bank, and negotiating the Committee's loan from Bay Bank in December 1991. Early in the campaign, Mr. Rizzo controlled the Bay Bank checkbook and all Committee expenditures.[2] At the same time, he controlled the Committee's records, finances, contribution processing and

[2] The Boston office staff would review disbursement forms, authorize expenditures and send the forms to Mr. Rizzo in Andover. He would direct his daughter, a signatory on the Bay Bank account, to write the checks.

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reporting functions. Contributions were received at a Committee post office box in Andover, and Mr. Rizzo processed and deposited the checks.

Mr. Rizzo opened an account in the name of the Committee at the Andover Bank in Andover, Massachusetts in March 1991. Mr. Rizzo contends that he opened the Andover account as a Committee exploratory account, not as his own personal account. Mr. Kanin and Senator Tsongas had discussed the possibility of opening an exploratory account with Mr. Rizzo in March 1991. In January 1992, Committee officials discovered the existence of the Andover account while investigating problems with two contributors who had been solicited again after making contributions.

Mr. Rizzo deposited receipts totaling $719,309 into the Andover account, including contribution checks made payable to the Committee. The Andover account documentation shows that Mr. Rizzo made deposits totaling $514,000 related to large individual loans made payable to the Committee. Mr. Rizzo also received and deposited into the Andover account contributions in the form of checks from 42 individuals which exceeded their individual contribution limitations by a total of $29,314. These contributions were either excessive on their face or excessive when aggregated with other contributions to the Committee. Moreover, Mr. Rizzo received and deposited 21 contributions totaling $3,571 into the Andover account that appear to be from prohibited corporate sources.

Mr. Rizzo made expenditures from the Andover account totaling $718,259, including several payments for campaign expenses totaling $25,046. He converted the vast majority of the Committee funds in the Andover account to pay for his personal debts and expenditures. Mr. Rizzo made personal disbursements from the Andover account including checks made payable to himself totaling $483,600; payments to his company totaling $137,615; loan

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payments to banks and an individual creditor totaling $60,004; and other personal expenditures. The Andover account was never designated as a Committee account, although it functioned as a Committee account. Moreover, Mr. Rizzo did not forward contributor information on the contributions deposited in the Andover account to the Committee treasurer and did not forward any recordkeeping information or properly report any information concerning the receipts, expenditures and other Andover account transactions. Indeed, when Committee officials investigating the Andover account in early 1992 requested information and records from Mr. Rizzo, he resisted, provided inaccurate and misleading information, and did not provide the Andover account bank records to the Committee for a number of months. Similarly, Mr. Rizzo was convicted for providing inaccurate information and making false statements to the Commission in response to a Commission subpoena.

2. Loan Transactions

Between March 1991 and February 1992, Mr. Rizzo solicited and received a total of $794,000 in loans from eight individuals to the Committee. The amount of the individual loans ranged from $10,000 to $250,000, and several of the individuals gave Mr. Rizzo more than one loan check. Each of the lenders intended to benefit the Committee with the loans. The lenders relied upon Mr. Rizzo's position as the Committee's fundraiser and his assurances that the loans would benefit the campaign, and that the loans would be repaid with matching funds or other future Committee receipts. Of the $794,000 total, loan checks totaling $514,000 were made payable to the Committee and deposited into the Andover account. The remaining loan checks totaling $280,000 were made payable to Mr. Rizzo or his company, Benco, Inc., but intended by the lenders to benefit the Committee. Mr. Rizzo deposited these checks into his personal bank account or that of his company and never forwarded them to the Committee treasurer or

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deposited them in any Committee account. He also never reported or forwarded to the Committee treasurer any contributor information concerning these transactions. As with most of the contributions deposited into the Andover account, Mr. Rizzo used the loan checks deposited into his personal and company accounts for his own personal expenditures. Moreover, it appears that he personally guaranteed all of the loans. Mr. Rizzo repaid a total of $65,000 of the loans to the contributors. The remaining loans were never repaid.

The first of the loans was solicited from Lawrence Ansin. In March 1991, Senator Tsongas, Mr. Rizzo, Mr. Kanin, and Mr. Ansin met at the candidate's house and discussed kicking off the campaign and exploratory expenses. According to Mr. Rizzo, Mr. Ansin approached him in the kitchen during the meeting and offered to help the campaign. Mr. Rizzo asked him for a $100,000 loan to the Committee, and Mr. Ansin agreed. Mr. Rizzo testified that he told Senator Tsongas and Mr. Kanin "that Larry was going to lend us $100,000 to get us started," that they both thanked Mr. Ansin, and that he told Mr. Kanin that the money could be used to pay for publication of the candidate's position paper.[3]

Mr. Kanin admits that he was aware that Mr. Ansin's contribution "would have to exceed one thousand dollars" and that he thanked Mr. Ansin. However, he testified that he was not aware that Mr. Ansin wrote a $100,000 check. Mr. Ansin told Steven Joncas that he "lent Paul, the committee . . . the 100,000" in order to get Tsongas' "ideas out." Some of the money from the Ansin loan may in fact have been used to pay for the printing of the candidate's position

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[3] Mr. Rizzo contends that Senator Tsongas and Mr. Kanin should have been aware that Mr. Rizzo would open an exploratory account because of their involvement in the solicitation of the Ansin loan for exploratory expenses: "[they] didn't need a blackboard with a chart drawing to explain that if Larry Ansin is lending the campaign $100,000 there has to be an account for that 100,000 to go into." However, he does not assert that anyone knew that he was embezzling Committee funds from the Andover account.

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paper.[4] Mr. Rizzo picked up the $100,000 check made payable to the Committee at Mr. Ansin's office several days later. Mr. Rizzo opened the Andover account around the same time that he solicited the loan from Mr. Ansin. The loan was never repaid.

Mr. Rizzo solicited loans totaling $80,000 from Roger Trudeau, a Tsongas supporter and campaign volunteer. Mr. Trudeau made the loans by four checks made payable to Benco, Inc., but intended to benefit the Committee, in August and September 1991.

On August 6, 1991, Mr. Rizzo told Mr. Kanin that individuals could loan more than $1,000 for "soft money" expenses and that he was going to approach Mr. Trudeau about a "soft money" loan at a lunch meeting at the Meridien Hotel. Mr. Kanin agreed to attend the meeting. During the meeting, Mr. Rizzo told Mr. Trudeau that the campaign had temporary fundraising problems and urgently needed funds to pay back taxes and current payroll for Committee staff. Mr. Rizzo asked Mr. Trudeau for a short term loan of $60,000. At some point, Mr. Rizzo asked Mr. Trudeau to make his loan check payable to Benco, Inc. rather than the Committee. Mr. Rizzo explained that the loan would benefit the Committee because Benco, Inc. would "reverse" or "refund" money that the Committee had previously paid to the company. When Mr. Trudeau asked Mr. Kanin if the loan was "okay" he responded, "if Nick's checked it out and it's okay, it's okay." Mr. Trudeau agreed to make the loan.

Later that day, Mr. Kanin discovered that the loan was illegal and attempted to cancel the transaction. According to Mr. Kanin, he called Mr. Rizzo and told him that they could not take the loan, and Mr. Rizzo responded that he would "take care of it." However, Mr. Rizzo did not

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[4] Sullivan Brothers printers printed "A Call to Economic Arms." Mr. Rizzo paid one Sullivan Brothers bill for $19,663 from the Andover account, a second was paid from Mr. Rizzo's personal account, and a third was paid from the Benco, Inc. account.

cancel the loan. Instead, he collected two loan checks totaling $60,000 from Mr. Trudeau on August 7 or 8, 1991. In addition, he solicited and received a second loan of $20,000 from Mr. Trudeau on September 10, 1991. Although all of the loan checks were made payable to Benco, Inc., Mr. Trudeau understood that the Committee would benefit from the loans. Mr. Rizzo repaid Mr. Trudeau $15,000.

Between September 1991 and January 1992, Mr. Rizzo solicited and received loans from Anastasios Kalogianis totaling $249,000. Mr. Kalogianis made the loans in the form of five checks made payable to the Committee and one check for $100,000 made payable to Mr. Rizzo. Mr. Kalogianis believed that Mr. Rizzo was the chief fundraiser for the Committee and the "key man" in the campaign.

On September 8, 1991, Mr. Kalogianis spoke with Mr. Rizzo at a church picnic and offered his support to Senator Tsongas' campaign. The following day, Mr. Rizzo visited Mr. Kalogianis' office, advised him that the campaign urgently needed funds, and solicited a contribution of $1,000 and the promise of a loan of $49,000 to the Committee. Initially, Mr. Kalogianis gave Mr. Rizzo a $1,000 contribution and a $9,000 installment on the loan. During the ensuing months, Mr. Rizzo repeatedly visited Mr. Kalogianis' office and procured a series of loan checks made payable to the Committee. Mr. Rizzo promised Mr. Kalogianis that the loans would be repaid in May 1992 from matching funds. He personally guaranteed the loans, although he assured Mr. Kalogianis that the money would go to the Committee. Mr. Kalogianis testified that he intended the checks to be loans to the Committee to be used in connection with the campaign.

The last loan check, for $100,000, was made payable to Mr. Rizzo, but was intended to benefit the Committee. In January 1992, Mr. Rizzo visited Mr. Kalogianis and told him that he

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had written personal checks for campaign media in New Hampshire and needed a short term loan to cover the checks. Although Mr. Rizzo asked that the check be made payable to him, he indicated that the loan would benefit the Committee. Mr. Kalogianis agreed and wrote a check for $100,000 payable to Mr. Rizzo on January 27, 1992. Mr. Kalogianis testified that he intended each loan to benefit the Committee: "the one I was loaning money to was the Tsongas Committee." The loans were never repaid.

Mr. Rizzo solicited several loans totaling $250,000 from Elkin McCallum, a businessman who had attempted to organize fundraising events in North Carolina for the Committee. Steven Joncas introduced Mr. Rizzo to Mr. McCallum as the Chief Fundraiser for the Committee, and Mr. McCallum met with Mr. Rizzo and the candidate to discuss the North Carolina fundraisers.

On August 12, 1991, Mr. Rizzo solicited the first $100,000 loan from Mr. McCallum as a short term loan until the Committee qualified for matching funds. Mr. Rizzo advised Mr. McCallum that the loan was legal because the funds would be deposited in an "exploratory fund" that was separate from the regular campaign accounts, but that the money would be used for campaign related expenses. Mr. McCallum quickly agreed to the loan and wrote a check payable to the Committee the following day. On October 21, 1991, Mr. Rizzo solicited and received a second loan from Mr. McCallum for $50,000.

In early February 1992, Mr. Rizzo telephoned Mr. McCallum and requested a third loan for $100,000 to pay for advertising for the New Hampshire primary. Mr. Rizzo explained that Mr. McCallum could not contribute any more money to the exploratory account. Instead, Mr. Rizzo proposed that Mr. McCallum write him a check for $100,000, which he could then transfer to the Tsongas campaign as his own funds. Mr. McCallum testified that he "[a]bsolutely" intended the money to benefit the Tsongas campaign, not Mr. Rizzo personally.

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Mr. McCallum told Mr. Rizzo to come to the office the following day and pick up the check from the receptionist. Mr. Rizzo never repaid any of the loans.

Mr. Rizzo solicited a $10,000 loan from Peter Caloyeras, a Southern California businessman, in September 1991. Mr. Caloyeras was aware that Mr. Rizzo was the Committee's National Finance Chairman. While in Los Angeles for a meeting of the Democratic National Committee, Mr. Rizzo met with Mr. Caloyeras and solicited a $10,000 loan to the campaign to pay for television spots. Mr. Rizzo told Mr. Caloyeras that the loan would be repaid with matching funds in February 1992. Several days later, Mr. Caloyeras mailed Mr. Rizzo a check dated September 23, 1991 and made payable to the Committee. Mr. Caloyeras intended the loan to benefit the Committee and believed it was legal. He never received any repayment.

Mr. Rizzo solicited a $20,000 loan to the Committee from Michael Spinelli. Mr. Spinelli was aware of Mr. Rizzo's political relationship with Senator Tsongas and believed that Mr. Rizzo was the chief fundraiser for the Tsongas campaign. On October 11, 1991, Mr. Rizzo told Mr. Spinelli that the campaign had raised only $68,000 out of $100,000 that it needed for a television buy and asked him to loan the campaign some or all of the $32,000 shortfall. Mr. Rizzo also told Mr. Spinelli that the campaign would repay him when it received matching funds in January 1992. Finally, Mr. Rizzo urged him not to discuss their conversation with anyone because it might reveal weakness in Senator Tsongas' campaign. Mr. Spinelli agreed to consider the loan but did not commit to it at that time. Mr. Spinelli asked Mr. Rizzo if such a loan would be legal, and Mr. Rizzo assured him that it would be.

In subsequent conversations, Mr. Rizzo assured Mr. Spinelli that the Committee would be the debtor, but that Mr. Rizzo would guarantee the loan and provide his personal promissory note, and that the note would be paid on time, no later than the end of January 1992. Based on

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those representations, Mr. Spinelli agreed to make the loan. He testified that he intended the loan to benefit the Committee and did not intend the loan to benefit Mr. Rizzo personally. On October 16, 1991, Mr. Rizzo picked up the loan check at Mr. Spinelli's office. Mr. Rizzo repaid the full amount of the loan on December 6, 1991.

Mr. Rizzo solicited a $25,000 loan from Thomas Kelley. On October 22, 1991, Mr. Rizzo met with Steve Griswald in Portsmouth, New Hampshire and asked him to loan $25,000 to the Committee, to be repaid when the Committee received matching funds in January 1992. Mr. Griswald said "I'll get you $25,000," then made a telephone call. A few minutes later, Mr. Kelley, who worked for Mr. Griswald, arrived. Mr. Griswald introduced Mr. Rizzo to Mr. Kelley, and Mr. Rizzo solicited a short term interest-free loan to finance the campaign until the Committee received matching funds. Mr. Rizzo told Mr. Kelley to make the check out to the Committee, and Mr. Kelley gave him a personal check for $25,000 made payable to the Committee. Mr. Rizzo deposited the check in the Andover account. The loan was never repaid.

In December 1991, Mr. Rizzo solicited a $60,000 loan to the Committee from William Berg, a long-time business associate who had made loans to Mr. Rizzo in the past. Mr. Berg intended and believed that the loan would go to the Committee. Mr. Rizzo told Mr. Berg that the Committee needed the money for a media buy and personally guaranteed the loan. When Mr. Berg asked if the loan was legitimate, Mr. Rizzo responded that he was a "professional" who would never suggest something that "wasn't above board" that could "destroy Tsongas' campaign." Mr. Berg agreed to make the loan, but insisted that Mr. Rizzo provide a note from the Committee, rather than from Mr. Rizzo, assuring quick repayment. Mr. Berg gave Mr. Rizzo a check for $60,000, made out to the Committee, and Mr. Rizzo deposited it into the Andover

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account. In January or February 1992, Mr. Berg asked for his money back, and Mr. Rizzo repaid $30,000 of the loan.

3. Other Transactions

While Mr. Rizzo was using money intended for the Committee for his own personal expenses, he was simultaneously incurring and paying for Committee expenditures with his credit card or from his own funds. Mr. Rizzo sought reimbursement from the Committee for expenses totaling $82,634, which had been incurred between May 1991 and February 1992. As documentation for these expenses, Mr. Rizzo provided copies of canceled checks drawn on his personal account. Of the amount requested, the Audit staff concluded that $57,100 in advances made by Mr. Rizzo were for legitimate campaign expenses, including payments to caterers, hotels and two payments to the Committee's printer.

Moreover, Mr. Rizzo testified that throughout the campaign, the Committee routinely used his personal credit card to rent computers, pay hotel bills, reserve rooms, and rent vans. In particular, Mr. Rizzo stated that he paid for a $4,300 luncheon in San Diego, computer rental, and 12 vans for the New Hampshire primary. Mr. Rizzo stated that he often paid for the credit card bills himself and that the last bill he received that included Committee charges was in September 1992. Committee official David Goldman denied that the Committee routinely used any individual's credit card, including Mr. Rizzo's. However, Mr. Goldman conceded that Mr. Rizzo's card was used once to guarantee computer equipment rental, and that Mr. Rizzo may have guaranteed hotel rooms and rented vans at the request of staff in New Hampshire.

In addition, as noted, Mr. Rizzo personally guaranteed the $794,000 in loans to the Committee and repaid $65,000 of the loans to three of the individual lenders from his personal

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account or the account of his company. The Committee did not reimburse Mr. Rizzo for these campaign expenditures and loan repayments.

Mr. Rizzo continued to work for the Committee throughout the campaign and even after the campaign was over, including scheduling fundraisers to wipe out the campaign deficit, until May or June 1992. For example, Mr. Rizzo went on fundraising trips in the spring of 1992 with Steven Joncas. Problems arose concerning reimbursements for these trips and the Committee eventually discovered Mr. Rizzo signed and cashed nine reimbursement and advance checks made payable to Mr. Joncas.

III. ANALYSIS

The evidence reveals a pervasive pattern of serious knowing and willful violations by Mr. Rizzo involving vast sums of money.[5] Mr. Rizzo was well aware of the limitations, prohibitions and reporting requirements of the Act. He had worked as a fundraiser for numerous federal campaigns, including congressional, Senate and presidential races, the Democratic National Committee, and Senator Tsongas' previous campaigns. It appears that Mr. Rizzo ignored the distinction between Committee funds and his own money and used most of the Committee funds in the Andover account and the contributions deposited into his personal and company accounts as his own funds to pay his creditors and expenses at the same time that he made Committee expenditures from his personal bank accounts or with his credit card. It is irrelevant whether any of Mr. Rizzo's actions were intended to benefit the Tsongas presidential campaign, as Mr. Rizzo claims, or whether they were motivated by self-interest and desperation

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5 The knowing and willful nature of Mr. Rizzo's violations is supported by his guilty plea on criminal charges arising from the same activity. Moreover, Mr. Rizzo pled guilty to making false statements in response to a Commission subpoena, and his testimony has been contradicted on many points by other evidence and the testimony of other witnesses.

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in the face of his mounting debts. The evidence clearly demonstrates that Mr. Rizzo deliberately ignored, evaded, and violated the Act and Commission regulations, deceived and manipulated a number of people, and ultimately reaped enormous monetary benefits from his misconduct.

Mr. Rizzo opened the Andover account in the Committee's name in March 1991. It appears that Mr. Rizzo may have originally intended to use the account for exploratory expenses. Mr. Rizzo claims that Senator Tsongas and Mr. Kanin discussed opening an exploratory account with him and knew or should have known that he opened the Andover account to deposit the $100,000 loan check from Lawrence Ansin. The question of whether Senator Tsongas and Mr. Kanin were aware that Mr. Rizzo opened the Andover account is irrelevant to Mr. Rizzo's culpability for the violations related to the Andover account. Mr. Rizzo deposited receipts totaling $719,309 into the Andover account, including contribution checks made payable to the Committee, and made disbursements totaling $718,259 from the Andover account, including several payments for campaign expenses. Based on his years of fundraising experience, Mr. Rizzo should have been aware that campaign depositories must be designated as such. However, Mr. Rizzo never took any steps to have the Andover account designated as a Committee account and made the disbursements knowing that the Andover account had not been properly designated as a Committee account. Therefore, Mr. Rizzo knowingly and willfully made disbursements from an undesignated Committee account in violation of 2 U.S.C. § 432(h).

Perhaps the most egregious of Mr. Rizzo's FECA violations relate to the large loans to the Committee he solicited from eight individuals. Mr. Rizzo held one of the top positions in the Committee and acted as the Committee's chief fundraiser with authority to accept contributions on behalf of the Committee. Mr. Rizzo knowingly and willfully violated 2 U.S.C. § 441a(f) and 11 C.F.R. § 110.9(a) by soliciting and accepting contributions in the form of loans from eight

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individuals which exceeded their individual contribution limitations by a total of $791,750. Between March 1991 and February 1992, Mr. Rizzo solicited loans to the Committee totaling $794,000 from these eight individuals, including $514,000 in checks made payable to the Committee and deposited into the Andover account and $280,000 in checks intended by the lenders to benefit the Committee, but made payable to Mr. Rizzo or Benco, Inc. Since all of the loans were given to Mr. Rizzo in his capacity as the Committee's fundraiser and were intended to benefit the campaign, they were excessive contributions to the Committee.

Mr. Rizzo has claimed that some of these loans were actually personal loans to him. The evidence does not support this contention. The lenders consistently state that Mr. Rizzo assured each of them that the loans were legal contributions that would benefit the Committee and that they would receive repayment from forthcoming matching funds or other Committee receipts. The lenders intended to benefit the Committee, not Mr. Rizzo, with their contributions. The evidence reveals that even the checks made payable to Mr. Rizzo himself or Benco, Inc. were intended to be contributions to the Committee. It is unlikely that any of the lenders would have given Mr. Rizzo personal loans, particularly loans of such magnitude. Indeed, when Mr. Rizzo asked one lender, Elkin McCallum, for a personal loan in February 1992, Mr. McCallum refused, even though he had already lent $250,000 to the Committee including a $100,000 loan intended for the Committee but made payable to Mr. Rizzo.

The lenders relied upon Mr. Rizzo's position with the Committee, his close association with the candidate, and his years of fundraising experience. Several of the lenders, believing Mr. Rizzo's assertions that the campaign was desperate for funds, used money from their savings and retirement accounts to make the contributions. Mr. Rizzo deliberately deceived and manipulated these individuals, primarily for his own benefit. While some of the funds from

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these contributions were used for campaign expenditures, the vast majority were converted by Mr. Rizzo to pay for his personal debts and expenditures. Mr. Rizzo repaid a total of $65,000 of the loans to several of the contributors, but the other loans were never repaid.

As an experienced fundraiser, Mr. Rizzo certainly knew that loans are contributions and that the contribution limitation for individuals is $1,000. 2 U.S.C. § 441a(a)(1)(A). Nevertheless he solicited and accepted contributions as large as $250,000, 250 times the individual contribution limitation. He even suggested the large amounts of the loans to the lenders, knowing that these amounts were greatly in excess of their legal limitations. His deception concerning the terms and legality of the loans supports the knowing and willful nature of his violation. *See U.S. v. Hopkins*, 916 F.2d at 214 (willfulness may be demonstrated by evidence that "defendant acted deliberately and with knowledge that the representation was false"). Therefore, Mr. Rizzo knowingly and willfully violated 2 U.S.C. § 441a(f) and 11 C.F.R. § 110.9(a).

In addition to accepting excessive contributions in the form of loans, Mr. Rizzo knowingly and willfully violated 2 U.S.C. § 441a(f) and 11 C.F.R. § 110.9(a) by accepting contributions in the form of checks from 42 individuals which exceeded their individual contribution limitations by a total of $29,314. Mr. Rizzo received and deposited these excessive contributions into the Andover account. Although some of these contributions were excessive on their face, it does not appear that Mr. Rizzo made any effort to refund or seek reattributions for the excessive contributions. Moreover, Mr. Rizzo knowingly and willfully violated 2 U.S.C. § 441b(a) and 11 C.F.R. § 114.2(c) by accepting $3,571 in prohibited corporate contributions to the Committee. Again, Mr. Rizzo was aware of the prohibition on corporate contributions, but

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made no apparent effort to refund these prohibited contributions. Instead, he deposited the prohibited contributions into the Andover account.

Further, Mr. Rizzo knowingly and willfully failed to forward to the Committee treasurer $280,000 in contributions from several lenders made payable to him or Benco, Inc. in violation of 2 U.S.C. § 432(b)(1). Mr. Rizzo deposited contribution checks intended for the Committee but made payable to him in the amount of $200,000 into his personal bank account and contribution checks totaling $80,000 made payable to Benco, Inc. but intended for the Committee into his company's bank account. Mr. Rizzo told the lenders who made these contributions, Roger Trudeau, Elkin McCallum, and Anastasios Kalogianis, that the funds would go to benefit the Committee, even though the checks were made payable to him or his company. He explained the unusual transactions as necessary because of accounting problems or contribution limitations. The lenders believed his explanations and intended the contributions to benefit the Committee. However, Mr. Rizzo never deposited these contributions into a Committee account. Instead, Mr. Rizzo converted the funds to pay for his personal debts and expenditures.

Moreover, Mr. Rizzo knowingly and willfully commingled Committee funds with his personal funds in violation of 2 U.S.C. § 432(b)(3). Based on his fundraising experience, Mr. Rizzo was aware of the prohibition on commingling personal and committee funds. Nevertheless, he deliberately used Committee contributions to pay for his personal and company expenses. Mr. Rizzo converted most of the Committee funds in the Andover account, as well as the contributions deposited into his personal and company accounts, to pay for his personal debts and expenditures. He paid for personal expenditures from the Andover account and wrote checks from the Andover account payable to himself; his company; and his creditors. Mr. Rizzo used

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the money for personal expenditures and to repay loans and gambling debts to various banks, individuals, bookies and casinos. Thus, he unlawfully commingled Committee funds with his personal funds.

In addition, Mr. Rizzo knowingly and willfully disbursed Committee funds without the treasurer's authorization in violation of 2 U.S.C. § 432(a). Although Mr. Rizzo had broad authority over the Committee's financial transactions, he never had the authority to make personal expenditures with Committee funds or to make payments to himself from a Committee account. Even early in the campaign, when Mr. Rizzo controlled most of the Committee's financial transactions, disbursements were generally subject to the approval of the Committee's Boston office. Mr. Rizzo never sought authorization for any of these disbursements of Committee funds. Rather, he concealed the transactions from the Committee to hide his embezzlement of Committee funds.

Moreover, Mr. Rizzo knowingly and willfully failed to forward contributor information or any other recordkeeping information on any of the contributions deposited into the Andover account, his personal accounts, or his company account to the Committee treasurer in violation of 2 U.S.C. § 432(b)(1). Indeed, Mr. Rizzo never reported any of the Andover account activity and deliberately obstructed the Committee's attempts to obtain the Andover account records in the spring of 1992. It appears that Mr. Rizzo intended to conceal these contributions in order to facilitate his conversion of the funds and permit his criminal activity to escape detection. His conduct reveals the knowing and willful nature of his violations. *See Spies v. U.S.* 317 U.S. at 499 (conduct "to mislead or conceal" indicates willfulness).

Finally, Mr. Rizzo used his personal funds to make Committee expenditures. Mr. Rizzo knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) and 11 C.F.R. § 116.5(b) by making

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contributions to the Committee in the form of advances for campaign expenditures and repayment of loans to the Committee that exceeded his individual contribution limitation by at least $122,100. *See* 11 C.F.R. § 100.7(a)(1)(i). Mr. Rizzo's payment of Committee expenditures with personal funds constitutes a separate, additional violation. His embezzlement of Committee contributions is not mitigated, as he claims, to any extent by the fact that he incurred and paid for Committee expenditures from his own funds.[6] Mr. Rizzo should have been aware that any advances he made for campaign expenditures were contributions subject to the $1,000 individual contribution limitation. Nevertheless, Mr. Rizzo used his personal funds and his credit card to make expenditures totaling at least $57,100 for campaign expenses, including payments to caterers, hotels and the Committee's printer. Mr. Rizzo also used his personal credit card to guarantee computers and hotel rooms and rented vans for the New Hampshire primary. The amounts Mr. Rizzo advanced were not solely for his personal transportation and subsistence, and those expenditures that were for his personal travel were not reimbursed in a timely manner. Thus, these amounts do not fall within the narrow parameters of the 11 C.F.R. § 116.5(b) exemption for transportation and subsistence expenses.

Mr. Rizzo also made an excessive contribution to the Committee when he repaid $65,000 of the loans to three of the individual lenders from his personal account or the account of his company. Since the loans were contributions to the Committee, his repayment of them from his personal accounts was an excessive contribution to the Committee. The Committee did not reimburse Mr. Rizzo for these campaign expenditures and loan repayments.

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[6] Mr. Rizzo has clearly exaggerated the extent to which he used his personal funds and credit card to pay for campaign expenditures; the amount of Committee funds he converted dwarfs the amount of his personal funds that he spent on Committee expenditures.

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Moreover, Mr. Rizzo personally guaranteed the $794,000 in loans to the Committee. The definition of contribution includes a loan, which includes a guarantee or endorsement of a loan. 11 C.F.R. § 100.7(a)(1)(i); *see FEC v. Ted Haley Congressional Committee*, 852 F.2d 1111 (9th Cir. 1988) (personal guarantees of loans are contributions). Thus, Mr. Rizzo's personal guarantees of the loans intended for the Committee by the lenders constituted excessive contributions to the Committee.

Therefore, Mr. Rizzo knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) by making contributions to the Committee in the form of staff advances and loan repayments which exceeded his contribution limitation by at least $122,100, and by making personal loan guarantees in the amount of $794,000.

In conclusion, there is probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. §§ 432(a); 432(b)(1) and (3); 432(h); 441a(a)(1)(A); 441a(f); 441b; and 11 C.F.R. §§ 110.9(a), 114.2(c), and 116.5(b).

IV. GENERAL COUNSEL'S RECOMMENDATION

Find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. §§ 432(a); 432(b)(1) and (3); 432(h); 441a(a)(1)(A); 441a(f); 441b; and 11 C.F.R. §§ 110.9(a), 114.2(c), and 116.5(b).

8/14/96
Date

Lawrence M. Noble
General Counsel

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August 29, 1996

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COUNSEL
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Attorney Delanie DeWitt Painter
Federal Election Commission
999 E Street
Washington DC 20463

Dear Atty. Painter: MUR3585

I received the notification of Mr. Noble dated August 14, 1996 on Wednesday, August 28, 1996.

I have not had the time to examine the documents. Therefore I would request an extension.

Thank you very much.

Nicholas A Rizzo Jr.

Nicholas A Rizzo Jr.
P. O. Box 1000 19827-038 A-1
Montgomery, PA 17752-1000

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

September 5, 1996

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Nicholas A. Rizzo, Jr.
FPC Allenwood
P.O. Box 1000 19827-038 A-1
Montgomery, PA 17752-1000

RE: MUR 3585

Dear Mr. Rizzo:

This is in response to your letter dated August 29, 1996, which we received on September 3, 1996. You stated that you received the General Counsel's brief sent on August 14, 1996 on August 28, 1996 and requested an extension of time to respond. However, you did not specify the length of the extension of time or propose a due date for your response.

Your response is due 15 days after your receipt of the brief. Since you received the brief on August 28, 1996, your response is due by the close of business on September 12, 1996. If you intend to make a substantive response to the brief, and require an extension of time beyond September 12, 1996, this Office would be willing to grant you an extension of up to 20 days, until the close of business on October 2, 1996. Please notify me as soon as possible if you need an extension of time to file a substantive response.

If you have any questions, please contact me at (202) 219-3690 or (800) 424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

Celebrating the Commission's 20th Anniversary
YESTERDAY, TODAY AND TOMORROW
DEDICATED TO KEEPING THE PUBLIC INFORMED

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COUNSEL
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Thursday, September 12, 1996

Atty. Delanie DeWitt Painter
Office of the General Counsel
Federal Election Commission
999 E Street NW
Washington DC 20463

MUR 3585

Dear Atty. Painter:

I received your letter of the 5th of September on September 11, 1996. I am enclosing a copy of the envelope which you will note was received here on the 9th but I did not receive through the Counselor's Office until the 10th. It is then impossible for me to have sent this response before this date which you were kind enough to point out is the last date for my response. I am at a loss to comply with the time constrictions imposed since I am not in control of the receipt of the letter nor the time that I actually receive the letter. You were kind enough to offer your telephone numbers in the event I could call you. Unfortunately that is not possible since I can only call those numbers on a pre-approved list which can only be altered once each quarter.

You refer to a "substantive response". I am afraid I do not understand exactly what the meaning of "substantive" is in this instance. I had thought that my response, if any, would be accepted. Could you please clarify this point for me. Thank you.

When I met with you and other representatives of the FEC in the Medical Center at Rochester, Minnesota in February of 1994, I was granted a letter of immunity from any further charges by the FEC. How is it then that I am now the subject of further actions by the Commission? I do not understand this turn of events. I have no Attorney. I was declared indigent by Judge Tauro in Federal District Court during my plea hearing. Does the Commission have the authority to supply legal representation in this matter? I had plead guilty to "violations of the Federal Election Law." It appears to me that these new charges may constitute "double jeopardy". Am I correct? I also fail to understand why the Commission finds it necessary to proceed with these additional charges. I am serving a sentence for the violations plus additional criminal charges to which I acknowledged my guilt. To what end will these new charges serve a purpose? Quite honestly, Atty. Painter, it appears that the FEC is not satisfied with the 52 months of incarceration that I received. I cannot understand this "rush to judgment" nor this "rage to punish." Perhaps you can clarify these points for me.

If I had the ability to fund an Attorney I would have that Attorney raise these same points as well as dispute some of the allegations in your brief.

I realize that as a convicted felon my credibity is seriously impaired. I must also point out that even in your brief the credibility of some witnesses was impaired and in one case refuted by the facts. (the use of Credit cards as denied then affirmed by Goldman). I can assure you that there are other instances that can be found where the testimony of the Committee witnesses is seriously flawed. I cannot embark on a defense

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under the conditions imposed by incarceration. That is simply the fact.

I expect to be released sometime in the latter part of May of 1997. If the Commission waits until then, eight short months, then I would have both the mobility, time and hopefully the legal assistance required to answer these allegations.

I will await your reply.

Sincerely,

Nicholas A. Rizzo, Jr.
P. O. Box 1000 19827-038 A-1
Montgomery, PA 17752-1000

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

November 1, 1996

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Nicholas A. Rizzo, Jr.
FPC Allenwood
P.O. Box 1000 19827-038 A-1
Montgomery, PA 17752-1000

RE: MUR 3585

Dear Mr. Rizzo:

This is in response to your letter dated September 12, 1996 in which you asked questions concerning the Commission's enforcement action against you in matter under review ("MUR") 3585.

First and foremost, you should be aware that this enforcement matter is a civil proceeding, not a criminal one. It may result in a conciliation agreement and the payment of a civil penalty. I have enclosed a brief summary of the Commission's enforcement process for your information.

You refer to a "letter of immunity from further charges by the FEC." Before our deposition of you on March 10, 1994, at your request, this Office agreed to a "Cooperation Agreement" signed by you and James Portnoy, on behalf of this Office. The agreement was read and approved by this Office as well as the Public Integrity Section of the United States Department of Justice and the United States Attorney's Office in Boston. Although you should have a copy of this agreement, I have enclosed an additional copy for your information. The agreement states that your answers "will not be used against [you] in any criminal prosecution brought by the United States Government, with the exception of any prosecution of tax matters" or any perjury or false statements made by you during the deposition.

However, the Cooperation Agreement does not apply to the Commission's actions in this matter. Since MUR 3585 is not a criminal prosecution but is a civil proceeding, it is not covered by the Cooperation Agreement. Moreover, this matter was initiated in April 1993, and does not involve any new or additional violations.

On April 12, 1993, the Commission found reason to believe that you knowingly and willfully violated 2 U.S.C. §§ 432(a), 432(b)(1) and (3), 432(h), 441a(a)(1)(A),

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441a(f), 441b and 11 C.F.R. §§ 110.9(a), 114.2(c), and 116.5(b), and initiated an investigation into this matter. On January 24, 1994, the Commission revoted these reason to believe findings. As part of our investigation, we deposed you on March 9 and 10, 1994. After considering all of the evidence, including your testimony and the documents and responses submitted by you, this Office prepared a General Counsel's Brief recommending that the Commission find probable cause to believe that knowing and willful violations have occurred. The brief is this Office's factual and legal analysis of this matter and states the reasons why we believe that knowing and willful violations occurred. We sent you a copy of the brief on August 14, 1996. At this stage in the process, you have an opportunity to submit a response to the brief that states your position on the facts and legal issues presented in the brief. After considering your response, this Office will recommend that the Commission find probable cause to believe or no probable cause to believe that knowing and willful violations occurred. The Commission may or may not approve this Office's recommendations

This Office granted you an extension of time to respond to the General Counsel's probable cause brief until October 2, 1992. This extension was based on our understanding that you intended to submit a substantive reply to the brief. This means that you will submit a response to the brief that states any facts or arguments you believe are relevant to the Commission's consideration of this matter. The Commission cannot provide legal counsel to you; nor can I offer any legal advice. Moreover, we cannot grant an extension of time until May 1997. However, considering your circumstances and in order to give you time to prepare a response, we will grant you an additional 20-day extension of time to prepare and submit your response. Therefore, your response is now due no later than November 25, 1996. We will accept and consider any response that you submit by that date.

I have asked the Commission's Information Division to send materials to you that may be helpful in preparing your response. If you have any questions, please contact me at (202) 219-3690 or (800) 424-9530.

Sincerely,

Delanie DeWitt Painter
Attorney

Enclosures

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COOPERATION AGREEMENT

MUR 3585

The following cooperation agreement is entered into between Nicholas A. Rizzo, Jr. and the Federal Election Commission:

1. Nicholas A. Rizzo, Jr. will be examined by the Federal Election Commission in connection with MUR 3585 and the audit of the Tsongas Committe, Inc.

2. Answers given and/or information provided to the Federal Election Commission during the examination regarding matters arising from the indictment returned against Nicholas A. Rizzo, Jr. on February 19, 1993 in the District of Massachusetts will not be used against him in any criminal prosecution brought by the United States Government, with the exception of any prosecution of tax matters.

3. Notwithstanding the above, if Nicholas A. Rizzo, Jr. fails to tell the truth or conceals information in response to questions posed by the Federal Election Commission during the examination, he will be referred to the United States Department of Justice for prosecution under Federal laws prohibiting perjury and false statements, and nothing in this agreement waives the authority of the United States Department of Justice to prosecute him for such perjury or false statements or any other criminal conduct.

4. The contents of this agreement have been read and approved by the Public Integrity Section of the United States Department of Justice and the United States Attorney's Office in Boston, Massachusetts.

4. This writing constitutes the entire agreement between the parties on the matters raised herein.

Lawrence M. Noble
General Counsel
BY: James Portnoy
Attorney
Federal Election Commission

Date 3/10/94

Nicholas A. Rizzo, Jr.

Date 3/10/94

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FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
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Wednesday, November 6, 1996

Atty. Delanie DeWitt Painter
Office of the General Counsel
Federal Election Commission
Washington, D.C. 20463

MUR 3585

Dear Atty. Painter:

I am in receipt of your letter and attachments dated November 1, 1996.

Thank you for sending me a copy of the "Cooperation Agreement." It answered the question regarding immunity. However, I must point out that it was my understanding then as it remains at present, that the agreement covered any and all future actions by the FEC. You point out that the MUR (Matter Under Review) #3585 relates only to civil penalties yet the Cooperation Agreement clearly shows that it refers to the same MUR3585. If MUR 3585 was a civil action then why did the FEC and the Justice Department agree to this Cooperation Agreement? No one told me that as a civil matter an agreement was unnecessary. The agreement was submitted to me. I believed then as now that the agreement covered any future actions by the FEC, civil or criminal. Does this not include any actions from this matter? At least that is the way I read it and though I have no legal training, it appears that way to others who I have consulted since receiving the copy.

I understand that you cannot wait until May 1997. In the interim I would like to answer the Commission but I will await the materials from the Information Division of the FEC.

I would seek a conciliation agreement, if possible.

Might I ask if the plea that I entered in Federal District Court on October 13, 1993 did not include the violations of the Federal Election Act? My charges included "Violations of the Federal Election Law." If the violations are the same that the Commission is now viewing, is that not double-jepoardy? I am really confused on this issue.

In either event I will await the materials you noted in your letter.

Thank you for the extension until November 25, 1997.

Sincerely yours,

Nicholas A. Rizzo, Jr.
P. O. Box 1000 19827-038 A-1
Montgomery, PA 17752-1000

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COMMISSION
SECRETARIAT
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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

November 19, 1996

CERTIFIED MAIL RETURN RECEIPT REQUESTED

SENSITIVE

Lyn Utrecht, Esq.
Oldaker, Ryan, Phillips & Utrecht
818 Connecticut Avenue, N.W.
Suite 1100
Washington, DC 20006

RE: MUR 3585
The Tsongas Committee, Inc.
and S. George Kokinos, as treasurer

Dear Ms. Utrecht:

Based on information ascertained in the normal course of carrying out its supervisory responsibilities, on November 29, 1994 the Federal Election Commission found reason to believe that your clients, The Tsongas Committee, Inc. and S. George Kokinos, as treasurer ("the Committee") violated 2 U.S.C. §§ 432(h)(1); 441a(f); and 441b(a), and instituted an investigation in this matter. On July 18, 1995 the Commission further found reason to believe that the Committee violated 2 U.S.C. §§ 441a(f) and 434(b).

After considering all the evidence available to the Commission, the Office of the General Counsel is prepared to recommend that the Commission find probable cause to believe that violations have occurred.

The Commission may or may not approve the General Counsel's recommendations. Submitted for your review is a brief stating the position of the General Counsel on the legal and factual issues of the case. Within 15 days of your receipt of this notice, you may file with the Secretary of the Commission a brief (ten copies if possible) stating your position on the issues and replying to the brief of the General Counsel. (Three copies of such brief should also be forwarded to the Office of the General Counsel, if possible.) The General Counsel's brief and any brief which you may submit will be considered by the Commission before proceeding to a vote of whether there is probable cause to believe a violation has occurred.

If you are unable to file a responsive brief within 15 days, you may submit a written request for an extension of time. All requests for extensions of time must be submitted in writing

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five days prior to the due date, and good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

A finding of probable cause to believe requires that the Office of the General Counsel attempt for a period of not less than 30, but not more than 90 days, to settle this matter through a conciliation agreement.

Should you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690.

Sincerely,

Lawrence M. Noble
General Counsel

Enclosure
Brief

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3585
the Tsongas Committee, Inc.	)	
and George Kokinos, as Treasurer	)	

GENERAL COUNSEL'S BRIEF

I. STATEMENT OF THE CASE

On November 29, 1994, the Commission found reason to believe that the Tsongas Committee, Inc. (the "Committee"), and S. George Kokinos, as treasurer violated 2 U.S.C. §§ 432(h)(1); 441a(f); and 441b(a). On January 27, 1995, the Committee responded to the Commission's reason to believe findings and requested that the Commission take no further action on this matter. On July 18, 1995, the Commission denied the Committee's request to take no further action with respect to the Committee. On the same date, the Commission further found reason to believe that the Committee violated 2 U.S.C. §§ 441a(f) and 434(b). On September 5, 1995, the Committee responded to these reason to believe findings.

The violations by the Committee are inextricably linked with the violations by its agent, Nicholas Rizzo Jr., the Committee's chief fundraiser. Mr. Rizzo was the Committee's agent with actual and apparent authority to accept contributions, make expenditures, and conduct diverse financial transactions. The Committee accepted excessive contributions in violation of 2 U.S.C. § 441a(f). Acting as the Committee's chief fundraiser, Mr. Rizzo solicited loans totaling $794,000 from eight individuals to the Committee that exceeded the individual contribution limitations. In addition, Mr. Rizzo accepted and deposited into a Committee account at the Andover Bank (the

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"Andover account") excessive contributions from 42 contributors totaling $29,314. Moreover, the Committee received excessive contributions from Mr. Rizzo himself. Mr. Rizzo advanced money and used his credit card to pay for certain Committee expenditures that were not related to his personal travel and subsistence. Mr. Rizzo also repaid three of the individual lenders $65,000 of the loans they had made to the Committee. Since the loans were contributions to the Committee, Mr. Rizzo's repayments constituted excessive contributions to the Committee. Therefore, there is probable cause to believe that the Committee violated 2 U.S.C. § 441a(f).

Moreover, the Committee's chief fundraiser accepted and deposited corporate contributions totaling $3,571 into the Andover account. Thus, there is probable cause to believe that the Committee violated 2 U.S.C. § 441b(a).

The Andover account was a Committee account. Mr. Rizzo, an agent of the Committee, opened the Andover account. Moreover, other Committee officials were aware of the Andover account by late January 1992. Contributions to the Committee were deposited into the Andover account and campaign expenditures were made from the account. Yet the Committee failed to designate the Andover account as a campaign depository. Thus, there is probable cause to believe that the Committee violated 2 U.S.C. § 432(h)(1).

As a result of the Committee's failure to properly report transactions related to the Andover account, it understated its 1991 receipts by $705,779 and its disbursements by $860,917, and overstated its ending cash by $155,138. Therefore, there is probable cause to believe that the Committee violated 2 U.S.C. § 434(b) by failing to accurately report its receipts and disbursements in 1991.

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II. FACTS

A. COMMITTEE ORGANIZATION AND MR. RIZZO'S ROLE

Nicholas Rizzo, Jr. was one of the three top officials in the publicly-funded campaign of Senator Paul E. Tsongas for the 1992 Democratic presidential nomination.[1] He was associated with the Committee from its inception in March 1991 until June 1992. The Committee had a tripartite organizational structure: the candidate made policy and issue decisions; Dennis Kanin, the Campaign Manager, supervised campaign personnel and the field organization; and Mr. Rizzo was in charge of fundraising. The candidate, Committee staff, and Mr. Rizzo himself perceived him to be the chief fundraiser and finance chairman for the campaign.[2] Indeed, several Committee documents identify Mr. Rizzo as the "National Finance Committee Chairman." According to the candidate, Mr. Rizzo was "not just [Senator Tsongas'] fundraiser, but almost like an older brother" who had been involved in Senator Tsongas' political career since 1974.

As the Committee's principal fundraiser, Mr. Rizzo had broad authority to solicit, receive and process contributions, organize fundraising events, make expenditures, and conduct financial transactions on behalf of the Committee. Committee officials testified that he operated with a great deal of independence, without supervision. His fundraising operation and events were not

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1 Mr. Rizzo was paid for his fundraising and recordkeeping services, the use of his Andover office space, materials and staff through monthly payments of $5,000 to his consulting company, Benco, Inc., and reimbursements of expenditures.

2 Steven Joncas, a volunteer who worked with Mr. Rizzo, explained that Mr. Rizzo "had always been very closely identified with the Tsongas campaigns. . . . [A] lot of people probably perceived of Mr. Rizzo being in a position of authority when it came to the campaign, and being able to speak for the candidate, if you will, represent the candidate."

controlled by the Committee's Boston office or subject to the approval of anyone else in the Committee.[3]

In addition to fundraising, Mr. Rizzo had broad authority over most aspects of the Committee's financial activity. Mr. Rizzo and George Kokinos, the Committee treasurer, opened the Committee's operating account at Bay Bank, and Mr. Rizzo participated in negotiating a loan to the Committee from Bay Bank in December 1991. Early in the campaign, Mr. Rizzo controlled the Bay Bank checkbook and all Committee expenditures. The Boston office staff would authorize specific expenditures and send the forms to Mr. Rizzo in Andover. Mr. Rizzo would direct his daughter, a signatory on the Bay Bank account, to write the checks and send them back to the Boston office or mail them out to vendors. Moreover, early in the campaign, the Committee's records, finances, contribution processing and reporting functions were controlled by Mr. Rizzo.

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B. THE ANDOVER ACCOUNT

After Mr. Kanin and Senator Tsongas discussed the possibility of opening an exploratory account with Mr. Rizzo, Mr. Rizzo opened an account at the Andover Bank in the name of the Committee in March 1991. At the time that Mr. Rizzo opened the Andover account, he had virtually unlimited authority over the Committee's finances. Mr. Rizzo testified that he opened the Andover account as a Committee exploratory account. Mr. Rizzo used the legal address of the Committee for the account and contends that he made no attempt to hide the account from the Committee.[4]

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[3] The Committee permitted Mr. Rizzo to work from his office in Andover with his own staff rather than from the Committee's main campaign office in Boston.

[4] The Committee's address in March 1991 was a post office box in Andover. At a later date, the Committee opened a post office box in Boston.

Contribution checks made payable to the Committee were deposited into the Andover account, and Committee expenses totaling $25,046 were paid from the Andover account. The Andover account documentation reveals deposits of excessive contributions, including $514,000 related to large individual loans made payable to the Committee and an additional $29,314 in excessive contributions from 42 contributors. These contributions were either excessive on their face or excessive when aggregated with other contributions to the Committee. Moreover, contributions totaling $3,571 deposited into the Andover account appear to be from prohibited corporate sources.

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C. LOANS

Between March 1991 and February 1992, Mr. Rizzo solicited a total of $794,000 in loans to the Committee from eight individuals. This amount included $280,000 made payable to Mr. Rizzo himself or his company, but intended by the lenders to be loans to the Committee. The remaining loans totaling $514,000 were made payable to the Committee and deposited into the Andover account. The amount of the individual loans ranged from $10,000 to $250,000, and several of the individuals gave Mr. Rizzo more than one loan check. Each of the lenders intended to influence the primary election with the loans. The lenders testified that they relied upon Mr. Rizzo's position with the Committee in deciding to make the loans.

1. Ansin Loan

The first of the loans was solicited from Lawrence Ansin. In March 1991, Senator Tsongas, Mr. Rizzo, Mr. Kanin, and Mr. Ansin met at the candidate's house and discussed kicking off the campaign and exploratory expenses. According to Mr. Rizzo, Mr. Ansin approached him during the meeting and offered to help the campaign. Mr. Rizzo asked him for a $100,000 loan to the

Committee, and Mr. Ansin agreed.[5] Mr. Rizzo testified that "I went out and I got Paul and I got Dennis to come back into the kitchen, and with Larry, and I told them both that Larry was going to lend us $100,000 to get us started. And Paul thanked him. Dennis thanked him." Mr. Rizzo further testified that Mr. Kanin asked him if the money could be used to pay for the candidate's position paper.

Mr. Kanin testified that Mr. Rizzo told him that Mr. Ansin had agreed to pay for the candidate's position paper and "we should just say, thanks, Larry, for your help." Mr. Kanin admits that he was aware that Mr. Ansin's loan "would have to exceed one thousand dollars." Senator Tsongas claims not to recall the discussion of the Ansin loan. Some of the money from the Ansin loan may in fact have been used to pay for the printing of the candidate's position paper.[6]

Mr. Rizzo picked up the $100,000 check made payable to the Committee at Mr. Ansin's office several days later. The loan was never repaid. Mr. Rizzo opened the Andover account near the time that the Ansin loan was made. Mr. Rizzo testified that because the candidate and Mr. Kanin were involved in soliciting this loan, they knew or should have known that an account would be opened to deposit the loan check: "[They] didn't need a blackboard with a chart drawing to explain that if Larry Ansin is lending the campaign $100,000 there has to be an account for that 100,000 to go into."

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5 Steven Joncas testified that Mr. Ansin told him that he "lent Paul, the committee . . . the 100,000" in order to get the candidate's "ideas out."

6 Sullivan Brothers printers printed the candidate's position paper, "A Call to Economic Arms." Mr. Rizzo paid one Sullivan Brothers bill for $19,663 from the Andover account; a second bill was paid from Mr. Rizzo's personal account, and a third was paid from the Benco, Inc. account.

2. Trudeau Loan

Mr. Rizzo solicited loans totaling $80,000 from Roger Trudeau, a Tsongas supporter and campaign volunteer. Mr. Trudeau made the loans in August and September 1991 by four checks made payable to Benco, Inc. that were intended to be loans to the Committee. Mr. Rizzo repaid $15,000 of the loans from the Benco, Inc. account.

On August 6, 1991, Mr. Rizzo told Mr. Kanin that individuals could loan more than $1,000 for "soft money" expenses and that he was going to approach Mr. Trudeau about such a loan at a lunch meeting at the Meridien Hotel. Mr. Kanin agreed to attend the meeting.

During the meeting, Mr. Rizzo told Mr. Trudeau that the campaign had temporary fundraising problems and urgently needed funds to pay back taxes and current payroll for Committee staff. Mr. Rizzo asked Mr. Trudeau for a short term loan of $60,000. Mr. Rizzo explained that confidentiality was crucial and asked Mr. Trudeau to make his loan check payable to Benco, Inc. rather than to the Committee. Mr. Rizzo explained that the loan would be to the Committee because Benco, Inc. would "reverse" or "refund" money that the Committee had previously paid to the company. Mr. Trudeau agreed to make the loan.

While it is possible that Mr. Kanin was not present for the entire discussion of the transaction, he was aware that Mr. Trudeau was going to make a loan in excess of $1,000 to the Committee. Mr. Kanin admits that when Mr. Trudeau asked him if the loan was "okay" he responded, "if Nick's checked it out and it's okay, it's okay." According to Mr. Trudeau, Mr. Kanin "nodded his head affirmatively." Mr. Trudeau testified that he relied on the assurances of the Committee officials and believed that Mr. Rizzo was in charge of the Committee's fundraising and was authorized to solicit the loans because Mr. Kanin, the Campaign Manager, was with him: "had Dennis not been at the table, there would have been no loan."

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Mr. Kanin testified that he subsequently discovered that the loan was illegal and attempted to cancel the transaction that afternoon.[7] According to Mr. Kanin, he called Mr. Rizzo, and told him that they could not take the loan, and Mr. Rizzo responded that he would "take care of it." Mr. Kanin did not call Mr. Trudeau to cancel the loan.

Mr. Rizzo did not cancel the loan. Instead, he collected two loan checks totaling $60,000 from Mr. Trudeau on August 7 or 8, 1991. In addition, he solicited and received a second loan of $20,000 from Mr. Trudeau on September 10, 1991. Although all of the loan checks were made payable to Benco, Inc., Mr. Trudeau understood that he was lending the funds to the Committee.

3. **Kalogianis Loans**

Between September 1991 and January 1992, Mr. Rizzo solicited and received loans to the Committee from Anastasios Kalogianis totaling $249,000. Mr. Kalogianis made the loans in the form of five checks made payable to the Committee and one check for $100,000 made payable to Mr. Rizzo. Mr. Kalogianis believed that Mr. Rizzo was the chief fundraiser for the Committee and the "key man" in the campaign.

On September 8, 1991, Mr. Kalogianis spoke with Mr. Rizzo and Senator Tsongas at a church picnic. Mr. Kalogianis offered his support to Senator Tsongas' campaign. The following day, Mr. Rizzo visited Mr. Kalogianis' office, advised him that the campaign urgently needed funds, and solicited a $49,000 loan to the Committee and an additional $1,000 contribution. Mr. Kalogianis agreed and gave Mr. Rizzo a $1,000 contribution check and a $9,000 installment on the loan. During the

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[7] After the lunch, Mr. Kanin approached Mary Wong, who was in charge of processing contributions in the Committee's finance office. Mr. Kanin asked her "whether there was such a thing as a soft money expense for polling and research and related expenses that one could give . . . in excess of a thousand dollars." She advised him that the Committee could not accept "soft money." Mr. Kanin testified that "the Roger Trudeau matter probably should have made me wonder about [Mr. Rizzo's] knowledge of the FEC regulations."

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ensuing months, Mr. Rizzo repeatedly visited Mr. Kalogianis' office and procured a series of loan checks made payable to the Committee. Mr. Rizzo promised Mr. Kalogianis that the loans would be repaid in May 1992 from matching funds. He personally guaranteed the loans, although he assured Mr. Kalogianis that the money would go to the Committee. Mr. Kalogianis testified that he intended the checks to be loans to the Committee to be used in connection with the campaign.

The last loan check, for $100,000, was made payable to Mr. Rizzo, but was nonetheless intended to be a loan to the Committee. In January 1992, Mr. Rizzo told Mr. Kalogianis that he had written personal checks for campaign media in New Hampshire and needed a short term loan to cover the checks. Although Mr. Rizzo asked that the check be made payable to him, he indicated that the funds would be a loan to the Committee. Mr. Kalogianis agreed and on January 27, 1992 wrote a check for $100,000 payable to Mr. Rizzo. Mr. Kalogianis testified that "the one I was loaning money to was the Tsongas Committee." The loans were never repaid.

4. **McCallum Loans**

Mr. Rizzo solicited several loans to the Committee totaling $250,000 from Elkin McCallum, a businessman who had attempted to organize fundraising events in North Carolina for the Committee. Steven Joncas introduced Mr. Rizzo to Mr. McCallum as the "Chief Fundraiser" for the Committee.

On August 12, 1991, Mr. Rizzo solicited the first $100,000 loan from Mr. McCallum as a short term loan until the Committee qualified for matching funds. Mr. Rizzo advised Mr. McCallum that the loan would be deposited in a separate "exploratory fund," but that the money would be used for campaign expenses. Mr. McCallum quickly agreed to the loan and wrote a check payable to the Committee the following day. On October 21, 1991, Mr. Rizzo solicited and received a second loan from Mr. McCallum for $50,000.

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In early February 1992, Mr. Rizzo requested from Mr. McCallum a third loan for $100,000 to pay for advertising for the New Hampshire primary. Mr. Rizzo explained that Mr. McCallum could not contribute any more money to the exploratory account. Instead, Mr. Rizzo proposed that Mr. McCallum write him a check for $100,000, which he could then transfer to the Tsongas campaign as his own funds. Mr. McCallum testified that he "[a]bsolutely" intended to loan the money to the Committee, not Mr. Rizzo personally.[8] Mr. McCallum told Mr. Rizzo to come to the office the following day to pick up the check from the receptionist. None of the loans were repaid.

5. Caloyeras Loan

Mr. Rizzo solicited a $10,000 loan to the Committee from Peter Caloyeras, a Southern California businessman, in September 1991. Mr. Caloyeras knew that Mr. Rizzo was the Committee's National Finance Chairman. During a trip to Los Angeles, Mr. Rizzo met with Mr. Caloyeras and solicited a $10,000 loan to the Committee to pay for television spots.[9] Mr. Rizzo told Mr. Caloyeras that the loan would be repaid with matching funds in February 1992. Several days later, Mr. Caloyeras mailed Mr. Rizzo a check dated September 23, 1991 and made payable to the Committee. Mr. Caloyeras intended to make the loan to the Committee. He never received any repayment.

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8 In fact, Mr. McCallum refused to make a personal loan to Mr. Rizzo in February 1992. Mr. Rizzo attempted to solicit a personal loan of $250,000, claiming that his company's profit sharing and pension plan was being audited and he needed to repay funds he had borrowed from the plan to make contributions to the Committee. Nevertheless, Mr. McCallum declined to make the loan.

9 Mr. Rizzo testified that he told Mr. Kanin that he expected to get a substantial amount from Mr. Caloyeras, which could pay for expenditures totaling nearly $7,000. Mr. Kanin stated that Mr. Rizzo told him that money was coming in from Mr. Caloyeras, but the money never arrived.

6. **Spinelli Loan**

Mr. Rizzo solicited a $20,000 loan to the Committee from Michael Spinelli. Mr. Spinelli was aware of Mr. Rizzo's political relationship with the candidate and believed that he was the chief fundraiser for the Tsongas campaign. On October 11, 1991, Mr. Rizzo told Mr. Spinelli that the campaign had raised only $68,000 out of $100,000 that it needed for a television buy and asked him to loan the campaign some or all of the shortfall. During several conversations over the next few days, Mr. Rizzo told Mr. Spinelli that the Committee would be the debtor, but that he would guarantee the loan and provide his personal promissory note, and that the campaign would repay the loan when it received matching funds in January 1992. Based on those representations, Mr. Spinelli agreed to make the loan. Mr. Spinelli testified that he intended to make the loan to the Committee, not to Mr. Rizzo. On October 16, 1991, Mr. Rizzo picked up the loan check at Mr. Spinelli's office. Mr. Rizzo repaid the full amount of the loan on December 6, 1991.

7. **Kelley Loan**

Mr. Rizzo solicited a $25,000 loan to the Committee from Thomas Kelley. On October 22, 1991, Mr. Rizzo met with Steve Griswald in Portsmouth, New Hampshire and asked him to loan $25,000 to the Committee. Mr. Griswald said "I'll get you $25,000," then made a telephone call. A few minutes later, Mr. Kelley, who worked for Mr. Griswald, entered the room. Mr. Rizzo solicited from Mr. Kelley a short term interest-free loan to finance the campaign until the Committee received matching funds in January 1992. Mr. Kelley gave Mr. Rizzo a personal check for $25,000 made payable to the Committee. Mr. Rizzo deposited the check in the Andover account. The loan was never repaid.

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8. Berg Loan

In December 1991, Mr. Rizzo solicited a $60,000 loan to the Committee from William Berg, a long-time business associate who had made loans to Mr. Rizzo in the past. Mr. Berg relied on Mr. Rizzo because he understood him to be the Committee Finance Chairman and a close political confidant of Senator Tsongas. Mr. Berg intended and believed that the loan would go to the Committee. Mr. Rizzo told Mr. Berg that the Committee needed money for a media buy and personally guaranteed repayment. Mr. Berg agreed to make the loan, but insisted that Mr. Rizzo provide a note from the Committee, rather than from Mr. Rizzo, assuring quick repayment. Mr. Berg gave Mr. Rizzo a check for $60,000, made payable to the Committee, and Mr. Rizzo deposited it in the Andover account. In January or February 1992, Mr. Berg asked for his money back, and Mr. Rizzo repaid $30,000 of the loan.

D. OTHER TRANSACTIONS

While working for the Committee between March 1991 and June 1992, Mr. Rizzo incurred and paid for Committee expenditures with his credit card and from his own funds. In the spring of 1992, Mr. Rizzo sought reimbursement from the Committee for expenses totaling $82,634, which had been incurred between May 1991 and February 1992. As documentation for these expenses, Mr. Rizzo provided copies of canceled checks drawn on his personal account. Of the amount requested, $57,100 in advances made by Mr. Rizzo were for campaign expenses, including payments to caterers, hotels and the Committee's printer.

Mr. Rizzo testified that throughout the campaign, the Committee routinely used his personal credit card to rent computers, pay hotel bills, reserve rooms, and rent vans. In particular, Mr. Rizzo paid for a luncheon in San Diego, computer rental, and 12 vans for the New Hampshire primary. Mr. Rizzo stated that he often paid the credit card bills himself and that the last bill he received that

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included Committee charges was in September 1992. David Goldman conceded that Mr. Rizzo's card was used once to guarantee computer equipment rental, and that Mr. Rizzo may have guaranteed hotel rooms and rented vans at the request of staff in New Hampshire. In addition, Mr. Rizzo repaid $65,000 of the loans to three of the individual lenders from his personal or company accounts. The Committee did not reimburse Mr. Rizzo for these campaign expenditures and loan repayments.

III. ANALYSIS

A. COMMITTEE RESPONSIBILITY FOR RIZZO'S ACTIONS

1. Law

An "agent" is one who has actual authority, either express or implied, or who holds a position within the campaign organization that reasonably appears to confer such authority. *See* 11 C.F.R. § 109.1(b)(5);[10] Advisory Opinion ("AO") 1992-29 (receipt of contributions by clerical employee assigned to open envelopes constitutes receipt by committee). The Federal Election Campaign Act of 1971, as amended, (the "Act") and the Commission regulations clearly contemplate that an agent's authority can include the solicitation and acceptance of contributions on a committee's behalf. *See* 2 U.S.C. § 432(a); 11 C.F.R. §§ 102.8, 102.9, 110.1(b)(6) (a contribution is made upon delivery to "an agent of the political committee"). In addition, the regulations recognize that agents will make expenditures on behalf of presidential candidates. *See* 11 C.F.R. § 110.8(g) (agent's expenditures count against presidential candidate's expenditure limitation).

The Commission's application of agency principles is consistent with settled principles of agency law, which define an "agent" as one who exercises the actual or apparent authority of a

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[10] While section 109.1(b)(5) defines "agent" in relation to expenditures, the Commission has applied a similar definition of agency to the acceptance of contributions. *See, e.g.*, AO 1992-29.

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principal. Restatement (Second) of Agency § 1 (1958). A principal's responsibility for his agent's conduct derives either: (1) from an express or implied grant of authority from the principal to the agent; or (2) from actions taken by the principal that reasonably cause a third party to believe that the principal has empowered the agent to act on his behalf. *Id.* §§ 26-27.

Where a principal grants an agent express or implied authority, the principal generally is responsible for the agent's acts within the scope of his authority. *See Weeks v. United States*, 245 U.S. 618, 623 (1918); *see also Rouse Woodstock, Inc. v. Surety Federal Savings & Loan Ass'n*, 630 F. Supp 1004, 1010-11 (N.D. Ill. 1986) (principal who places agent in position of authority normally must accept the consequences when the agent abuses that authority). An agent's conduct is within the scope of his authority if it is of the kind he is employed to perform; it occurs substantially within the authorized time and space limits; and it is actuated, at least in part, by a purpose to serve the master. Restatement (Second) of Agency § 228(1). A principal need not authorize every action of his agent for the agent to be acting within the scope of his actual authority as long as the actions are similar to or incidental to authorized actions. *See id.* § 229 at 506.

In addition, a principal cannot escape responsibility for acts within the scope of the agent's authority on the grounds that he lacked knowledge of the agent's actions or that the agent's actions were unauthorized, tortious, or even unlawful. 3 Am. Jur. 2d Agency § 280 at 782-783. It is a "well-settled general rule . . . that a principal is liable civilly for the tortious acts of his agent which are done within the course and scope of the agent's employment." *Id.* at 782; *see also Veranda Beach Club Ltd. Partnership v. Western Sur Co.*, 936 F.2d 1364, 1376 (1st Cir. 1991). Indeed, "[a]n act may be within the scope of employment although consciously criminal or tortious." Restatement (Second) of Agency § 231; *Local 1814, Int'l Longshoremen's Ass'n v. NLRB*, 735 F.2d

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1384, 1395 (D.C. Cir.), *cert. denied*, 469 U.S. 1072 (1984) (union held liable for a scheme in which officers of the union conspired with an employer to procure illegal kickbacks).

Where the principal has held the agent out as having authority or has permitted the agent to represent that he has authority, so that a reasonable person would believe the agent to have such authority, the principal may be liable for the agent's actions on the basis of apparent authority. *See, e.g., Metco Products, Inc., Division of Case Mfg. Co. v. NLRB*, 884 F.2d 156, 159 (4th Cir. 1989). Apparent authority commonly exists when a principal appoints an agent to a position with generally recognized duties or responsibilities. *See* Restatement (Second) of Agency § 27 at 104. A principal may be held liable based on apparent authority although his agent's acts are unauthorized. *Richards v. General Motors Corp.*, 991 F.2d 1227, 1232 (6th Cir. 1993). Similarly, a principal may be held liable for his agent's illegal acts, such as fraud, when he places an employee in a position to commit those acts. *First Amer. State Bank v. Continental Ins. Co.*, 897 F.2d 319 (8th Cir. 1990); *Hester v. New Amsterdam Casualty Co.*, 412 F.2d 505, 508 (4th Cir. 1969).

Moreover, a principal is not relieved of liability simply because an agent with apparent authority acts for his own benefit. An agent need not act with the intent to benefit the principal for the principal to be bound by the apparent authority of the agent. *See* Restatement (Second) of Agency § 262 at 571 ("A person who otherwise would be liable to another for the misrepresentations of one apparently acting for him is not relieved from liability by the fact that the servant or other agent acts entirely for his own purposes, unless the other has notice of this"); § 282(2)(b), at 611-12; *E.A. Prince & Son, Inc. v. Selective Ins. Co. of Southeast*, 818 F. Supp. 910, 914 (D.S.C. 1993) ("In situations of apparent authority, the motives of the agent are immaterial unless they are known by the third party with whom the agent dealt").

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Indeed, the United States Supreme Court has held a principal liable for the actions of an agent with apparent authority even where the agent acted in secret with the sole purpose of benefiting himself. *See, e.g., American Society of Mechanical Engineers, Inc. v. Hydrolevel Corp.* ("*ASME*"), 456 U.S. 556 (1982); *Gleason v. Seaboard Air Line Railway*, 278 U.S. 349, 353-55 (1929). In *ASME* the Supreme Court observed that the federal courts routinely "have imposed liability upon principals for the misdeeds of agents acting with apparent authority."[11] 456 U.S. at 568 (citing cases involving federal tax liability, common-law fraud, securities fraud and bail bond fraud). The Supreme Court stated: "a principal is liable for an agent's fraud though the agent acts solely to benefit himself, if the agent acts with apparent authority." *Id.* at 564. Under the theory of apparent authority, the liability of the principal is based "'upon the fact that the agent's position facilitates the consummation of the fraud, in that from the point of view of the third person the transaction seems regular on its face and the agent appears to be acting in the ordinary course of the business confided to him.'" *Id.* (quoting Restatement (Second) of Agency § 261, comment a, at 571).

Moreover, the Supreme Court has held that receipt of money by an agent, authorized to receive payments on behalf of his principal, is equivalent to receipt by the principal. *See Maryland Casualty Co. v. United States*, 251 U.S. 342, 347 (1920) (premiums collected by an agent of an insurance company, but not paid to the treasurer of the insurance company, are part of the income

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[11] *ASME*, an antitrust case, has been applied to situations involving other federal statutes. *See United States v. O'Connell*, 890 F.2d 563, 567-69 (1st Cir. 1989) (following *ASME* in a case involving the False Claims Act, the court held a corporation liable for the fraud of its agent, vested with apparent authority, although the company did not benefit from the agent's actions); *In re Atlantic Financial Management, Inc.*, 784 F.2d 29 (1st Cir. 1986), *cert. denied*, 481 U.S. 1072 (1987) (concluding that the Securities Act embraces common law agency principles, the court held that a corporation was liable for unauthorized misrepresentations by a corporate officer under the theory of apparent authority.) Thus, "[c]ourts have commonly imposed liability based on 'apparent authority' upon a corporation in both state and federal 'misrepresentation' cases - particularly when the person making the misrepresentation is an important corporate official." *In re Atlantic*, 784 F.2d at 32.

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received by the principal for the purposes of annual income received under federal income tax laws because "receipt by an agent is regarded as receipt by his principal"). Where an agent authorized to accept payment on behalf of a principal receives a check, the courts generally consider the principal as having received payment, even if the agent subsequently forges the principal's endorsement and deposits the check in his own account. 3 Am. Jur. 2d Agency § 275, at 782 § n.7. An agent's receipt of a check intended for the principal is equivalent to receipt by the principal once the bank makes payment on the check, even if the check is made payable to the agent rather than the principal or the agent absconds with the funds. *Liberty Mutual Insurance Co. v. Enjay Chemical Co.*, 316 A.2d 219, 222 (Del. Super. Ct. 1974) (funds paid to an agent of the insurance company were considered received by the insurance company, despite the fact that the agent fraudulently converted those funds for personal use); *Navrides v. Zurich Insurance Co.*, 488 P.2d 637, 640 (Cal. Sup. Ct. 1971).

Similarly, the Commission considers receipt by a committee's agent to be equivalent to receipt by the committee even if the agent acts negligently and contrary to express instructions. For example, in AO 1992-29, the Commission instructed a committee to refund contribution checks that an employee had left in a drawer until after the 10-day deposit requirement expired. The employee acted without the treasurer's knowledge and in conflict with express instructions issued to committee personnel. Nonetheless, since the employee was the committee's agent authorized to receive contributions, the committee was deemed to have received the checks on the date the employee received them. AO 1992-29; *see also* AO 1989-21 (checks from customers to a vendor selling committee-authorized campaign paraphernalia constitute contributions received by the committee as of the date they are received by the vendor); AO 1980-42 (ticket sale proceeds from

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fundraising concert are considered contributions received by the committee upon receipt by the concert promoter).

2. **Analysis of Committee Responsibility**

Mr. Rizzo was the Committee's agent with actual and apparent authority to accept contributions, make expenditures, and conduct diverse financial transactions from the outset of the campaign until June 1992. As the Committee's chief fundraiser, Mr. Rizzo had authority to solicit, receive and process contributions and independently organize fundraising events. Soliciting and accepting contributions from supporters of the candidate was well within the scope of his authority as the Committee's agent. Mr. Rizzo participated in opening the Committee's bank account at Bay Bank and negotiating a Committee loan, and controlled both receipts and expenditures early in the campaign. Thus, the scope of his authority over financial transactions was broad. The Committee cannot escape liability for the conduct of its agent that was well within the scope of the agent's actual and apparent authority.

The Committee admits that Mr. Rizzo was an agent of the Committee. The Committee's defense of an "adverse interest exception" does not apply where, as here, the principal ratifies the agent's actions by retaining benefits from his actions. *See* Restatement (Second) of Agency §§ 271, 282(2)(b). The Committee received benefits from Mr. Rizzo's actions including Committee expenditures paid from the Andover account. It does not appear that Mr. Rizzo solicited the loans and other contributions solely for his own benefit. At the same time that Mr. Rizzo solicited the loans, he continued to raise other funds on behalf of the Committee, make expenditures from his personal accounts on behalf of the Committee, and make expenditures on behalf of the Committee from the Andover account. Further, during a June 1992 meeting, the Committee demanded that Mr. Rizzo provide the individual contributions deposited in the Andover account, except for the

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excessive contributions in the form of loans. It is an "elementary rule of agency law that a principal is not allowed to ratify the unauthorized acts of an agent to the extent that they are beneficial, and disavow them to the extent that they are damaging." *Navrides v. Zurich Insurance Co.*, 488 P.2d 637, 640 (Cal. Sup. Ct. 1971). By retaining some benefits from Mr. Rizzo's actions and asserting a legal right to the legal contributions deposited into the Andover account, the Committee ratified Mr. Rizzo's solicitations, and the "adverse interest exception" does not apply.

Moreover, the Committee was not entirely unaware of Mr. Rizzo's solicitation of the loans. Rather, the candidate and Campaign Manager participated in the solicitation of the Ansin loan, and the Campaign Manager was aware that Mr. Rizzo intended to solicit funds from Mr. Trudeau. Every Committee official was aware that Mr. Rizzo was engaged in soliciting and receiving funds on behalf of the Committee.

The question of whether an agent acted with the intent to benefit the principal does not apply where, as here, the agent had apparent authority based on his position with the campaign. The Committee admits that Mr. Rizzo was its agent with actual authority to accept contributions; however, he also had apparent authority to solicit and receive contributions. Mr. Rizzo was aided in carrying out his improper activities by his position as an important official of the Committee. He was publicly known as a confidant of the candidate and one of the three top officials in the campaign. The eight individual lenders, as well as countless other contributors, relied on Mr. Rizzo's position with the Committee in entrusting their contributions to the Committee to him. The Committee did nothing to undermine this apparent authority, even after various problems became apparent. Indeed, Mr. Rizzo retained some degree of control over the Committee's finances until January 1992 and he was still attempting to raise funds to retire Committee debts in the spring of 1992. The Committee is responsible for Mr. Rizzo's actions even if Mr. Rizzo intended to

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benefit only himself because he had apparent authority to solicit and receive contributions on behalf of the Committee. *See, e.g., ASME*, 456 U.S. 556. Thus, the Committee is responsible for Mr. Rizzo's actions and is bound by the transactions that were within his apparent authority.

The Committee received each contribution when Mr. Rizzo, the Committee's agent, received them, even if he subsequently used the funds for his own expenses. *See* 11 C.F.R. §§ 102.8(a), 102.9, 110.1(b)(6); AOs 1992-29; 1989-21; 1980-42; *see also Maryland Casualty Co.*, 251 U.S. at 347; *Liberty Mutual*, 316 A.2d 219; *Navrides*, 488 P.2d 637; 3 Am. Jur. 2d Agency § 275, at 778 n. 7. Mr. Rizzo deposited the checks, along with other contributions to the Committee, into an account in the Committee's name at the Andover Bank. In addition, he used some of the funds for campaign expenses. Mr. Rizzo embezzled the funds only after he had accepted them from the contributors as an agent of the Committee. Further, it is irrelevant whether the contribution checks were made payable to Mr. Rizzo or the Committee because the contributors intended to contribute to the Committee and Mr. Rizzo accepted the contribution checks as the Committee's agent. 2 U.S.C. § 441a(f).

The Committee's characterization of itself as a victim is an oversimplification. The Committee made Mr. Rizzo a top-ranking campaign official and gave him virtually unlimited power over its fundraising and financial operations. Moreover, the Committee ignored evidence of errors in judgment and potential violations by Mr. Rizzo throughout the campaign. For example, the Committee was aware of problems involving Mr. Rizzo's sole control of the Committee's financial system for months before it gradually transferred the financial responsibilities to the Boston office in late 1991 and early 1992. Committee staff complained that checks were written to vendors without documentation, and campaign accounts were often overdrawn. In addition, Committee staff testified that contributors complained about not receiving thank you notes, that Mr. Rizzo claimed

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that he had lost the copies of some checks and had not forwarded them to the Boston office, and that fundraising events did not raise as much as anticipated or never materialized. Further, reimbursement problems arose from fundraising trips that Mr. Rizzo made in the spring of 1992 with Steven Joncas. Mr. Goldman discovered that Mr. Rizzo was submitting his own expenses under Mr. Joncas' name. Eventually, the Committee discovered Mr. Rizzo was signing and cashing reimbursement and advance checks made payable to Mr. Joncas.

Nevertheless, the Committee did not curtail Mr. Rizzo's association with the campaign when it became aware of these problems or even after the Committee discovered the existence of the Andover account. Instead, the Committee took months to investigate these matters while Mr. Rizzo continued to work for the campaign raising funds to wipe out the campaign deficit.[12] In fact, Mr. Goldman testified that he was told to continue to deal with Mr. Rizzo in the same manner. Given that the Committee allowed a high level official to continue his illegal conduct for such a long time, it is disingenuous for it now to claim it is merely a victim of Mr. Rizzo. In any event, the Committee is responsible for the election law violations by its officials and other agents.

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B. VIOLATIONS

1. Designation of Depository

Each political committee shall designate one or more banks or financial institutions as its campaign depository or depositories. 2 U.S.C. § 432(h)(1). All receipts received by a committee must be deposited into a designated depository. *Id.* No disbursements, other than petty cash disbursements, may be made by a committee except by check drawn on a designated account. *Id.*

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12 While the Committee requested the Andover account records from Mr. Rizzo in late January 1992, it did not obtain and review them until May or June 1992. The Committee did not pursue the matter for several months. According to Mr. Goldman, the Committee staff were busy with the campaign and "weren't thinking about it at that point any longer."

Mr. Rizzo opened the Andover account in the Committee's name in March 1991. The Andover account was a Committee account. The Andover account was in the name of the Committee and functioned as a Committee account in that contributions were deposited and Committee expenditures were made from the account. When Mr. Rizzo opened the Andover account, he exercised broad authority over virtually every Committee financial transaction, including opening accounts. Thus, opening the account at the Andover Bank was within the scope of his authority.

The evidence supports Mr. Rizzo's claim that he did not originally intend the Andover account to be his secret account with the sole purpose of facilitating his embezzlement of contributions. For example, Mr. Rizzo discussed opening an exploratory account with Mr. Kanin and Senator Tsongas. Moreover, he paid Committee expenditures from the Andover account. Finally, it appears that the Committee intended to acknowledge and use the Andover account and amend its reports to include it until the violations related to the account transactions became apparent. While Mr. Rizzo ultimately embezzled Committee funds from the Andover account, his misdeeds do not transform the character of the Andover account.

The candidate and Campaign Manager may have been aware that Mr. Rizzo intended to open an account in March 1991, but certainly the Committee was aware of the Andover account by January 1992 at the latest.[13] Yet the Committee never designated the Andover account as a

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[13] It is possible that the candidate and Mr. Kanin were aware that Mr. Rizzo intended to open an exploratory account in March 1991, when they participated in the solicitation of the loan from Mr. Ansin. The Committee claims that it discovered the existence of the Andover account in January 1992, while investigating problems with two contributors who had been solicited after making previous contributions. The Committee staff realized that one of the checks had been deposited into the Andover Bank during the period when Mr. Rizzo was handling contribution processing. Mr. Kanin called Mr. Rizzo, who told him that he had opened an exploratory account at the Andover Bank. Mr. Kanin contends that he "absolutely never knew about an early account." However, in a memorandum about the discovery of the Andover account dated January 28, 1992, Mr. Kanin stated that Mr. Rizzo "reminded me that he had deposited a large loan from Larry Ansin in this early account -- which was used to print 'A Call to Economic Arms.'"

campaign depository. Therefore, there is probable cause to believe that the Tsongas Committee, Inc., and S. George Kokinos, as treasurer, violated 2 U.S.C. § 432(h)(1).

2. Loan Transactions

The Act prohibits contributions from individuals to candidates, their authorized committees or agents, with respect to any election for federal office which, in the aggregate, exceed $1,000. 2 U.S.C. § 441a(a)(1)(A); 11 C.F.R. § 110.1(b)(1). A loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid. 2 U.S.C. § 431(8)(A)(i); 11 C.F.R. § 100.7(a)(1)(i)(A). A loan which exceeds the contribution limits of 2 U.S.C. § 441a is unlawful whether or not it is repaid. 11 C.F.R. § 100.7(a)(1)(i)(A). No candidate or political committee shall knowingly accept any contribution made in violation of the limitations on contributions, and no officer or employee of a political committee shall knowingly accept a contribution made for the benefit or use of a candidate in violation of any limitation imposed on contributions. 2 U.S.C. § 441a(f); 11 C.F.R. § 110.9(a).

Mr. Rizzo's solicitations of the loans were within the scope of his actual and apparent authority as the Committee's chief fundraiser. Loans are contributions, and Mr. Rizzo had broad authority to solicit and accept contributions. The lenders relied upon Mr. Rizzo's high-ranking position with the Committee and his well-publicized connection to the candidate in making the decision to contribute to the Committee. The lenders consistently state that they made their loans to the Committee and believed they would be repaid from Committee receipts. Most of the loan checks were made payable to the Committee. The lenders testified that even the loans made payable to Mr. Rizzo himself or his company were intended as contributions to the Committee, not

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personal loans to Mr. Rizzo.[14] Since all of the loans were given to Mr. Rizzo in his capacity as a fundraiser for the Committee and were intended to be loans to the Committee to influence Senator Tsongas' campaign, they were excessive contributions to the Committee. Mr. Rizzo's receipt of the loan checks constituted the Committee's receipt of the excessive contributions, even if he subsequently used the funds for his own expenses. *See* 11 C.F.R. §§ 102.8(a), 102.9, 110.1(b)(6); AO 1992-29; *see also Maryland Casualty Co.*, 251 U.S. 342; *Liberty Mutual*, 316 A.2d 219; *Navrides*, 488 P.2d 637.

Moreover, Mr. Kanin and Senator Tsongas, both Committee agents with authority to solicit and receive contributions, apparently participated in some way in the solicitation of the loan from Mr. Ansin, and Mr. Kanin was also involved in the solicitation of the loan from Mr. Trudeau. Mr. Kanin and Senator Tsongas were present at the meeting where Mr. Rizzo solicited the loan from Mr. Ansin, and Mr. Kanin admits that he knew Mr. Ansin would provide more than $1,000 to the campaign to pay for the candidate's position paper. Moreover, Mr. Kanin was aware that Mr. Rizzo intended to solicit a large loan from Mr. Trudeau and attended a lunch meeting with the contributor. Mr. Trudeau's decision to make the loan was based on Mr. Kanin's presence at the meeting; thus, Mr. Kanin's participation supported Mr. Rizzo's apparent authority to make this transaction. Mr. Kanin's unsuccessful attempt to cancel the loan does not vitiate the Committee's liability for this transaction because Mr. Kanin never called Mr. Trudeau to cancel the loan and Mr. Trudeau relied on Mr. Rizzo's apparent authority. Moreover, the involvement of the candidate and

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[14] It is unlikely that the lenders, many of whom did not know Mr. Rizzo, would make personal loans to him of such magnitude. Indeed, when Mr. Rizzo tried to solicit a large personal loan from Mr. McCallum, Mr. McCallum refused, even though he had already lent $250,000 to the Committee including a $100,000 loan made payable to Mr. Rizzo and intended for the Committee.

Campaign Manager in the solicitation of these loans demonstrates that the transactions were loans to the Committee.

Therefore, there is probable cause to believe that the Tsongas Committee, Inc., and S. George Kokinos, as treasurer, accepted contributions in the form of loans from Lawrence Ansin, Roger Trudeau, Anastasios Kalogianis, Elkin McCallum, Peter Caloyeras, Michael Spinelli, Thomas Kelley, and William Berg which exceeded the individual contribution limitations in violation of 2 U.S.C. § 441a(f).

3. Other Excessive Contributions

The Committee's Andover account contained $29,314 in excessive contributions from 42 contributors, in addition to the eight lenders discussed above. Mr. Rizzo, the Committee's chief fundraiser, received these contributions and deposited them into the Andover account. As previously discussed, Mr. Rizzo's receipt of these funds as the Committee's agent constituted the Committee's receipt of the contributions. Therefore, there is probable cause to believe that the Committee received $29,314 in excessive contributions in violation of 2 U.S.C. § 441a(f).

4. Prohibited Contributions

The Act prohibits corporations from making contributions or expenditures in connection with any federal election. 2 U.S.C. § 441b(a); 11 C.F.R. § 114.2. A candidate, political committee or other person is prohibited from knowingly accepting or receiving any corporate contribution. *Id.*

Mr. Rizzo, acting as the Committee's agent, accepted and deposited into the Andover account prohibited contributions to the Committee from corporate sources totaling $3,571. The prohibited contributions were not refunded to the contributors. As with the excessive contributions, the Committee accepted these prohibited contributions when its chief fundraiser received them.

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Therefore, there is probable cause to believe that the Committee accepted $3,571 in corporate contributions in violation of 2 U.S.C. § 441b(a).

5. **Receipt of Excessive Contributions from Mr. Rizzo**

Payments made by an individual, including advances by a committee staff person, from his or her personal funds for costs incurred in providing goods or services to, or obtaining goods and services that are used by or on behalf of, a candidate are in-kind contributions subject to the individual contribution limits of 2 U.S.C. § 441a(a)(1)(A). 11 C.F.R. § 116.5(b); *see* Explanation and Justification of Regulations on Debts Owed by Candidates and Political Committees, 55 *Fed. Reg.* 26383 (June 27, 1989). Advances by committee staff or other individuals to pay for the costs of goods or services provided to a committee are contributions unless the payment is for the individual's own transportation and subsistence costs and the individual is reimbursed within 60 days after the closing date of the billing statement for payments by credit card or within 30 days after the expenses were incurred for other forms of payment. 11 C.F.R. § 116.5(b).

Mr. Rizzo used personal funds and his credit card to make certain Committee expenditures, and the Committee made little or no effort to control his expenditures. Specifically, Mr. Rizzo made advances totaling at least $57,100 for campaign expenses, including payments for caterers, hotels and the Committee's printer. Mr. Rizzo also used his personal credit card to guarantee computers and hotel rooms, and rented vans for the New Hampshire. The advances made by Mr. Rizzo were not solely for his personal transportation and subsistence. Thus, they were excessive contributions which do not fall within the narrow parameters of the 11 C.F.R. § 116.5(b) exemption for personal transportation and subsistence expenses reimbursed in a timely manner.

Moreover, Mr. Rizzo repaid the $20,000 loan from Mr. Spinelli, $15,000 of the loan from Mr. Trudeau, and $30,000 of the Berg loan from his personal account or the account of his

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company. Since these loans were contributions to the Committee, Mr. Rizzo's repayment of them from his personal funds constituted contributions to the Committee totaling $65,000. These contributions were in excess of the $1,000 limitation on contributions from individuals. 2 U.S.C. § 441a(a)(1)(A). The Committee did not reimburse Mr. Rizzo for these campaign expenditures and loan repayments. Therefore, there is probable cause to believe that the Committee violated 2 U.S.C. § 441a(f) by accepting contributions from Mr. Rizzo which exceeded the individual contribution limitation by at least $122,100.

6. Misstatement of Financial Activity

A committee shall file reports disclosing its amount of cash on hand at the beginning of the reporting period, in addition to the total amount of all receipts and disbursements received or made during the reporting period and calendar year. 2 U.S.C. § 434(b).

The Committee misstated financial activity for 1991. Specifically, the Committee understated its receipts by $705,779; disbursements by $860,917; and overstated its ending cash by $155,138. The misstatements were the result of the Committee's failure to report the receipts and disbursements related to the Andover account. The Committee has not corrected the reporting errors.

As previously discussed, the Committee's receipt of the funds in the Andover account was established by Mr. Rizzo's receipt of these funds. Moreover, since Mr. Rizzo had authority to make disbursements, and the Andover account is a Committee account, disbursements from this account are Committee disbursements. Therefore, there is probable cause to believe that the Committee violated 2 U.S.C. § 434(b) by its failure to accurately report its receipts and disbursements for 1991.

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IV. GENERAL COUNSEL'S RECOMMENDATIONS

1. Find probable cause to believe that the Tsongas Committee, Inc. and S. George Kokinos, as treasurer, violated 2 U.S.C. § 432(h)(1) by failing to designate the account at the Andover Bank;

2. Find probable cause to believe that the Tsongas Committee, Inc. and S. George Kokinos, as treasurer, violated 2 U.S.C. § 441a(f) by accepting contributions in the form of loans from Lawrence Ansin, Roger Trudeau, Elkin McCallum, Anastasios Kalogianis, Peter Caloyeras, Michael Spinelli, Thomas Kelley, and William Berg which exceeded the individual contribution limitations by a total of $791,750;

3. Find probable cause to believe that the Tsongas Committee, Inc. and S. George Kokinos, as treasurer, violated 2 U.S.C. § 441a(f) by accepting contributions from 42 individuals that exceeded the contribution limitations by $29,314;

4. Find probable cause to believe that the Tsongas Committee, Inc. and S. George Kokinos, as treasurer, violated 2 U.S.C. § 441b(a) by accepting $3,571 in prohibited contributions;

5. Find probable cause to believe that the Tsongas Committee, Inc. and S. George Kokinos, as treasurer, violated 2 U.S.C. § 441a(f) by accepting contributions from Nicholas Rizzo, Jr. that exceeded the individual contribution limitation by at least $122,100; and

6. Find probable cause to believe that the Tsongas Committee, Inc. and S. George Kokinos, as treasurer, violated 2 U.S.C. § 434(b) by failing to accurately report receipts, disbursements and ending cash for 1991.

11/19/96
Date

Lawrence M. Noble
General Counsel

9704378562

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
Nov 20 12 01 PM '96

Friday, November 15, 1996

Atty. Delanie DeWitt Painter
Office of the General Counsel
Federal Election Commission
999 E Street NW
Washington DC 20463

MUR 3585

Dear Atty. Painter:

I was notified yesterday, the 14th, by the Mail Room personnel that the package of materials that you referenced in your letter of November 1, 1996, was received and then returned to the FEC as "unauthorized material."

I do not wish to use the absence of this material as a reason to prolong this issue.

If you will re-assure me that the charges presently being put before the Commission are not in any way related to those that were included in my plea agreement to which I had entered a plea of guilty, then I see no reason to cause any further delays.

If there is something that I must do to initiate a "Conciliation Agreement", please let me know.

There appears no doubt that I have some if not all the guilt in the violations cited.

Thank you for your attention to my requests.

Very truly yours,

Nicholas A. Rizzo, Jr.

Nicholas A. Rizzo, Jr.
P. O. Box 1000 19827-038 A-1
Montgomery, PA 17752-1000

97044385653

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

November 27, 1996

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Nicholas A. Rizzo, Jr.
FPC Allenwood
P.O. Box 1000 19827-038 A-1
Montgomery, PA 17752-1000

RE: MUR 3585

Dear Mr. Rizzo:

This is in response to your letters dated November 6, 1996 and November 15, 1996.

As I explained in my previous letter, this enforcement matter is a civil proceeding, not a criminal one. Thus, the Commission's findings in this matter are different from the criminal charges to which you pled guilty.

We will consider your letters to constitute your response to the General Counsel's Brief in this matter. This Office will consider them in making our recommendations to the Commission, and the Commission will consider them in making its determinations. If the Commission makes a finding that there is probable cause to believe that knowing and willful violations occurred, we will send you a proposed conciliation agreement in settlement of this matter.

I regret that you did not receive the informational materials we sent to you. If you have any questions, please contact me at (202) 219-3690 or (800) 424-9530.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

97043785654

OLDAKER, RYAN, PHILLIPS & UTRECHT
ATTORNEYS AT LAW
818 CONNECTICUT AVENUE, N.W.
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WASHINGTON, D.C. 20006

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FACSIMILE (202) 728-4044

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COUNSEL
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November 27, 1996

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

RE: MURs 3585, 4176
The Tsongas Committee, Inc. and
S. George Kokinos, as treasurer

Dear Ms. Painter:

On behalf of the Tsongas Committee, Inc., and S. George Kokinos, as treasurer, this letter is to request an extension of time until January 15, 1997, in which to respond to the General Counsel's briefs in the above-referenced matters.

This extension is necessary for counsel to adequately prepare comprehensive legal and factual responses to General Counsel's briefs. In addition, counsel is working with short staff due to the holiday season, has a substantial backload of other assignments and already set vacation plans of three weeks during this period.

In light of these circumstances, we request an extension until January 15, 1997, in which to respond to these matters. I would greatly appreciate your assistance in granting this request.

Should you have any questions, please contact me. Thank you.

Respectfully yours,

Lyn Utrecht

Lyn Utrecht

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 5, 1996

BY FACSIMILE TRANSMISSION AND CERTIFIED MAIL

Lyn Utrecht, Esq.
Oldaker, Ryan, Phillips & Utrecht
818 Connecticut Avenue, N.W.
Suite 1100
Washington, D.C. 20006

RE: MURs 3585 and 4176
The Tsongas Committee, Inc.
and S. George Kokinos, as treasurer

Dear Ms. Utrecht:

This is in response to your letter dated November 27, 1996 requesting an extension of time until January 15, 1997 for your clients, the Tsongas Committee, Inc. and S. George Kokinos, as treasurer (the "Committee") to respond to the General Counsel's probable cause briefs in MURs 3585 and 4176. You state that the extension of time is necessary because of staff constraints, vacation plans and "a substantial backload of other assignments."

Considering the Federal Election Commission's responsibilities to act expeditiously in the conduct of investigations, the Office of the General Counsel cannot grant your full request, but can only agree to a 20 day extension. Accordingly, the response briefs are due by close of business on December 26, 1996.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie DeWitt Painter

Delanie DeWitt Painter
Attorney

9704385656

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

FEDERAL ELECTION COMMISSION,	)	
	)	Civil No. 96-11418 WGY
Plaintiff,	)	
	)	
v.	)	STIPULATION AND ORDER
	)	
ELKIN McCALLUM,	)	
	)	
Defendant.	)	

FILED
IN CLERK'S OFFICE
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FINAL CONSENT ORDER AND JUDGMENT

This action for declaratory, injunctive and other relief was instituted by the plaintiff Federal Election Commission (the "Commission" or "FEC") against the defendant Elkin McCallum, pursuant to the express authority granted the Commission by 2 U.S.C. § 437d(a)(6) and 437g(a)(6)(A) of the Federal Election Campaign Act of 1971, as amended (the "Act" or "FECA").

This Court has original jurisdiction over this suit pursuant to 28 U.S.C. § 1345 as an action brought by an agency of the United States expressly authorized to sue by an Act of Congress. Venue is properly found in the District of Massachusetts in accordance with 2 U.S.C. § 437g(a)(6)(A) as defendant can be found, resides, or transacts business in this district. The plaintiff Commission has satisfied all jurisdictional requirements which are prerequisites to filing this suit.

The parties now agree to entry of this Court's judgment and consent to the issuance of this order, as evidenced by the signature of counsel for defendant and counsel for the Commission.

The parties agree that the facts in this matter are:

1. On or about April 8, 1991, the defendant purchased a ticket to a Tsongas Committee fund-raiser for $1,000.

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2. On August 13, 1991, the defendant wrote a check to the Tsongas Committee in the amount of $100,000, which was solicited and received by Nicholas Rizzo, the Chief Fund-raiser for the Tsongas Committee.

3. On October 21, 1991, the defendant wrote a check to the Tsongas Committee in the amount of $50,000, which was also solicited and received by Nicholas Rizzo.

4. On February 10, 1992, the defendant wrote a check made payable to Nicholas Rizzo, but intended as a loan for the Committee in the amount of $100,000.

5. The Act states that "[n]o person shall make contributions to any candidate or his authorized committees with respect to any election for Federal office which, in the aggregate, exceed $1,000." 2 U.S.C. §441a(a)(1)(A).

6. The Act states that "[t]he term 'contribution' includes any gift, subscription, loan advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office." 2 U.S.C. § 431(8)(A)(i). The Commission's regulations state that "[a] loan which exceeds the contribution limits of 2 U.S.C. 441a and 11 C.F.R. part 110 shall be unlawful whether or not it is repaid." 11 C.F.R. § 100.7(a)(1)(i)(A).

7. The Commission has alleged that the above transactions in the form of loans by defendant Elkin McCallum totaling $250,000 to the Tsongas for President Committee are excessive contributions, in violation of 2 U.S.C. § 441a(a)(1)(A).

8. For the purpose of settling this case, defendant Elkin McCallum does not contest the Commission's allegation that these loans are excessive contributions under the Act.

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THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Based on the stipulations of the parties including the defendant Elkin McCallum not contesting the Commission's allegations, the Court finds that defendant Elkin McCallum made excessive contributions in the form of loans totaling $250,000 to the Tsongas for President Committee, in violation of 2 U.S.C. § 441a(a)(1)(A).

2. Defendant Elkin McCallum shall pay a civil penalty to the Federal Election Commission in the amount of fifty thousand dollars ($50,000). The defendant shall have no more than fifteen (15) days from the date of the Court's order to comply with the requirements contained herein.

3. Defendant Elkin McCallum is permanently enjoined from making contributions in violation of the limits in 2 U.S.C. § 441a(a)(1)(A).

4. Unless this final consent order and judgment is violated, entry of this final consent order and judgment resolves all issues with respect to the defendant's violations of law that are the subject of this litigation, and this lawsuit is dismissed.

5. The parties shall bear their own costs and attorney's fees in this litigation.

Dec 14, 1997
Date

William A. Young
UNITED STATES DISTRICT JUDGE

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We hereby consent to the entry of the foregoing consent order and judgment.

Respectfully submitted,

Lawrence M. Noble
General Counsel

Richard B. Bader
Associate General Counsel

Stephen E. Hershkowitz
Assistant General Counsel

Tonda M. Phalen
Attorney

FOR THE PLAINTIFF
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463
(202) 219-3400

Date: December 11, 1996

Respectfully submitted,

ELKIN McCALLUM,
By his attorneys,

Rudolph F. Pierce (BBO #399380)
Lynne Alix Morrison (BBO #561812)
Goulston & Storrs, P.C.
400 Atlantic Ave.
Boston, MA 02110-3333
(617) 482-1776

Date: December 4, 1996

97043785660

OLDAKER, RYAN, PHILLIPS & STRECHT
ATTORNEYS AT LAW
818 CONNECTICUT AVENUE, N.W.
SUITE 1100
WASHINGTON, D.C. 20006

(202) 728-1010
FACSIMILE (202) 728-4044

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

DEC 11 11 45 AM '96

December 11, 1996

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

RE: MURs 3585 and 4176
The Tsongas Committee, Inc.
and S. George Kokinos, as treasurer

Dear Ms. Painter:

Yesterday we received your letter denying our request for an extension of time until January 15, 1997, to respond to the General Counsel's probable cause briefs in the above-referenced matters. When the Commission chooses to come forward on such matters during a period of time when there is enormous clean-up on the presidential election campaign and other outstanding enforcement actions pending before the Commission, we believe that it is grossly unfair for you not to grant us a reasonable amount of time to respond to this matter.

In addition to FEC matters, we have numerous subpoenas pending in other investigations and the two staff people that I rely primarily on to assist me in these matters are law students who will be out of the office during this period due to final exams. Moreover, this is the holiday season when my clients and myself have family obligations and other preset vacation plans.

The only reason you give for denying this request is that the Commission has a duty to act expeditiously in the conduct of investigations. However, we fail to see this as a valid reason for denying our request since the circumstances surrounding these matters

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occurred more than four years ago and arose out of the Final Audit Report, issued on December 28, 1994. Furthermore, if you are willing to grant an extension until December 26, 1996, it is difficult to see how an extension until January 15, 1996, will prejudice the Commission which will be out on recess and unable to sign off on any actions pertaining to this matter during a substantial portion of this time.

If you are unable to grant this extension, then we request that you bring this matter to the Commission's attention for consideration.

Sincerely,

Lyn Utrecht

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 12, 1996

BY FACSIMILE TRANSMISSION AND CERTIFIED MAIL

FAXED 12/12/96

Lyn Utrecht, Esq.
Oldaker, Ryan, Phillips & Utrecht
818 Connecticut Avenue, N.W.
Suite 1100
Washington, D.C. 20006

RE: MURs 3585 and 4176
The Tsongas Committee, Inc.
and S. George Kokinos, as treasurer

Dear Ms. Utrecht:

This is in response to your letter dated December 11, 1996 requesting that the Office of the General Counsel reconsider your request for an extension of time until January 15, 1997 for your clients, the Tsongas Committee, Inc. (the "Committee") and S. George Kokinos, as treasurer to respond to the General Counsel's probable cause briefs in MURs 3585 and 4176. This Office previously granted you a 20-day extension of time until December 26, 1996. The 20-day extension of time this Office granted to you was reasonable and consistent with other matters. Moreover, the limited amount of information you initially provided did not justify a longer extension of time.

In your December 11, 1996 letter you provide additional information to support your extension of time request. Based on this additional information concerning your other pending enforcement cases before the Commission that have responses due during the month of December, the Office of the General Counsel has granted your extension of time request. Accordingly, the response briefs are due by close of business on January 15, 1997.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie DeWitt Painter
Attorney

9704378563

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

FEDERAL ELECTION COMMISSION,

Plaintiff,

v.

ANASTASIOS KALOGIANIS

Defendant.

Civ. No. C-96-427-JD

MOTION WITH CONSENT FOR AN EXTENSION OF TIME TO RESPOND TO THE COMPLAINT

Pursuant to Federal Rules of Civil Procedure 6(b) and 12(a)(4) and local rule 7.2(a), defendant, Anastasios Kalogianis, moves that the court enter an order that defendant may have until and including February 5, 1997, within which to answer, move, or otherwise respond to the complaint. Granting this motion would not result in the continuance of any hearing, conference, or trial. The nature of this motion does not require that a Memorandum of Supporting Authorities be filed with the motion.

Tonda Phalen on January 14, 1997, counsel for the plaintiff stated that plaintiff consents to this motion being granted.

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Wherefore, defendant respectfully asks that this motion be granted.

Respectfully submitted,

E. Mark Braden
Thomas Hylden
BAKER & HOSTETLER
1050 Connecticut Avenue, N.W.
Suite 1100
Washington, D.C. 20036

Attorneys for Defendant
Anastasios Kalogianis

Dated: January 14, 1997

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CERTIFICATE OF SERVICE

I hereby certify that, on this 14th day of January, 1997, a copy of the foregoing Motion With Consent for an Extension of Time to Respond to the Complaint was mailed by first-class mail, postage prepaid, to Lawrence M. Noble, Richard B. Bader, Stephen E. Hershkowitz, and Tonda M. Phalen at FEDERAL ELECTION COMMISSION, 999 E Street, N.W., Washington, D.C. 20463.

B. Mark Braden

9704378566

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

FEDERAL ELECTION COMMISSION, Plaintiff, v. ANASTASIOS KALOGIANIS Defendant.	Civ. No. C-96-427-JD

ORDER FOR EXTENSION OF TIME FOR
DEFENDANT TO RESPOND TO THE COMPLAINT

On consideration of defendant's MOTION WITH CONSENT FOR AN EXTENSION OF TIME TO RESPOND TO THE COMPLAINT, it is by the court this ___ day of January, 1997

ORDERED that the said motion be, and hereby is, granted; and it is further ordered that defendant, Anastasios Kalogianis, may have until and including February 5, 1997 within which to answer, move, or otherwise respond to the Complaint.

Joseph A. DiClerico
United States District Judge

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BAKER
&
HOSTETLER LLP
COUNSELLORS AT LAW

WASHINGTON SQUARE, SUITE 1100 • 1050 CONNECTICUT AVENUE, N.W. • WASHINGTON, D.C. 20036-5304 • (202) 861-1500
FAX (202) 861-1783
WRITER'S DIRECT DIAL NUMBER
(202) 861-1640

January 14, 1997

Clerk of the Court
United States District Court
District of New Hampshire
55 Pleasant Street
Room 412
Concord, NH 03301

RE: FEDERAL ELECTION COMMISSION V. ANASTASIOS KALOGIANIS

Dear Sir or Madam:

Enclosed for filing is a Motion With Consent for an Extension of Time to Respond to the Complaint and an Order for the Extension in the matter of Federal Election Commission v. Anastasios Kalogianis (Civ. No. C-96-427-JD). Thank you for your cooperation.

Very truly yours,

Eric J. McCarthy

CC: Lawrence M. Noble
Richard B. Bader
Stephen E. Hershkowitz
Tonda M. Phalen

9704378568

OLDAKER, RYAN, PHILLIPS & UTRECHT
ATTORNEYS AT LAW
818 CONNECTICUT AVENUE, N.W.
SUITE 1100
WASHINGTON, D.C. 20006

(202) 728-1010
FACSIMILE (202) 728-4044

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
FEB 3 5 41 PM '97

January 30, 1997

Lee Ann Elliott
Chairman
Federal Elections Commission
Washington, DC 20463

RE: MUR 3585
MUR 4176
The Tsongas Committee, Inc.
and S. George Kokinos, as
treasurer

Dear Ms. Elliott:

I am writing on behalf of the Tsongas Committee, Inc. ("the Committee") and S. George Kokinos, as treasurer.

The Federal Election Commission ("the Commission") currently has two pending MURs pertaining to the Tsongas Committee. The Committee responded to the General Counsel's recommendation for probable cause under MUR 3585 and MUR 4176 on Wednesday, January 15, 1997. As you know, on Saturday, January 18, 1997, Senator Paul Tsongas passed away. Due to his unfortunate death, we request that the Commission take no further action in these matters.

If you have any further questions, please contact me.

Sincerely,

Lyn Utrecht

Lyn Utrecht

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BEFORE THE FEDERAL ELECTION COMMISSION

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COMMISSION
OFFICE OF GENERAL
COUNSEL

In the Matter of	)	
	)	MUR 3585
The Tsongas Committee, Inc.	)	
and George Kokinos, as Treasurer	)	

RESPONSE OF THE TSONGAS COMMITTEE, INC. AND GEORGE S. KOKINOS, AS TREASURER, TO GENERAL COUNSEL'S BRIEF RECOMMENDING PROBABLE CAUSE

This response is filed on behalf of the Tsongas Committee, Inc. ("the Committee") and George Kokinos, as treasurer, to the General Counsel's Brief recommending that the Federal Election Commission ("FEC" or the "Commission") find probable cause to believe the Committee and Mr. Kokinos violated 2 U.S.C. §§ 432(h)(1), 441a(f), 441b(a), and 434(b) of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. § 431 *et seq.*, ("FECA" or the "Act").

The Committee initiated this matter on June 10, 1992, when Anthony L. Sutin contacted FEC audit staff to schedule a meeting to discuss the matter. On June 17, 1992, the Committee formally disclosed all the circumstances relating to this matter at a meeting with FEC audit staff. On November 29, 1994, the Commission found reason to believe that the Committee violated 2 U.S.C. §§ 432(h)(1); 441a(f); and 441b(a). On July 18, 1995, the Commission further found reason to believe the Committee violated 2 U.S.C. §§ 441a(f) and 434(b). The Committee has responded twice to the Commission's

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findings -- January 27, 1995 and September 5, 1995, requesting the Commission take no further action with respect to the Committee.

This matter arises out of the actions of Nicholas A. Rizzo, the Committee's chief fund-raiser during Senator Tsongas' bid for the Democratic party's 1992 presidential nomination. Unfortunately, Mr. Rizzo abused his position in the campaign by defrauding both the Committee and its contributors, and by furthering his own criminal intentions. To briefly summarize, Mr. Rizzo opened an account at Andover Savings Bank ("Andover account"). Mr. Rizzo used this account over an eighteen month period to deposit nearly one million dollars of illegal funds. These funds were primarily in the form of loans to the Committee as well as individual and corporate contributions. All of the illegal funds were solicited by Mr. Rizzo.[1] Some of the loan and contribution checks were payable to the Committee, while others were payable directly to Mr. Rizzo or his company, Bentco, Inc. All of the funds were used by Mr. Rizzo for his personal use.[2]

The Committee strongly disagrees with the legal analysis used by the General Counsel's office to reach its conclusion that the Committee should be held culpable for alleged FECA violations arising out of Mr. Rizzo's criminal scheme to solicit illegal funds and to convert them for his personal use. Specifically, the Committee remains confused as to how the General Counsel's office could possibly conclude that the Committee was in actual receipt of these funds or how it should be responsible for the

[1] Although Senator Tsongas and Mr. Kanin were aware that certain individuals were solicited to make campaign contributions, Mr. Rizzo alone solicited large loans and illegal funds for his own personal use.

[2] Mr. Rizzo used some of these funds to repay $65,000 of the loans and to pay for $25,046 or 3% of the total amount Mr. Rizzo deposited in the Andover account.

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criminal actions of Mr. Rizzo when Mr. Rizzo was acting outside the scope of his authority and the Committee had no knowledge of his actions. Moreover, the General Counsel's office relies on several incorrect facts and misconstrues actual events to form the basis of its conclusions. This response will point out such factual errors and characterize events as they actually occurred. Based on the Committee's reasoning set forth below, the Commission should find that the Committee is not liable for the criminal actions of Mr. Rizzo and should close its file as to this matter.

Alternatively, we request that the Commission apply principles of equity to find that the Committee was a victim of Mr. Rizzo's criminal scheme and thus, it would be fundamentally unfair for the Commission to pursue this matter against the Committee. Although the General Counsel's office does not consider the Committee a victim under these circumstances, it does concede that the funds diverted (other than $25,046) were not used for Committee expenses. Moreover, the Committee was deprived of at least $189,737 in lawful contributions intended for the Committee, and was further deprived of matching funds for these amounts. Mr. Rizzo was penalized for his actions in this matter and justice was served. Mr. Rizzo is currently serving a 52 month prison sentence for his conviction of 26 counts of criminal misconduct and has been ordered to make restitution to the victims, including the Committee. United States v. Nicholas A. Rizzo, 93-10056-T (U.S.D.C., D. Mass. 1994). While the determination of the court is not mandatory authority in this case, it should at least persuade the Commission to drop this action since the court recognized that the Committee was victimized and imposing a penalty on the Committee would penalize it twice and be fundamentally unfair.

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I. The General Counsel's Brief relies on several misstatements of key issues of fact to form its recommendations.

This section addresses those factual issues which are incorrectly stated in the General Counsel's Brief. Although our previous responses addressed these factual issues, based on the legal significance of such facts, we are restating our position.

A. The Andover account was NOT an exploratory account.

The Brief asserts (at 4) that the Andover account served as the Committee's exploratory account. This statement is completely untrue and the Committee has repeatedly rebutted this assertion with sufficient testimony and documentary evidence. See Committee's Response, September 5, 1995, p. 10. The facts remain that the Committee made the decision not to open an exploratory account and no exploratory account existed. It is impossible for the Commission to conclude that Mr. Rizzo opened an exploratory account for the Committee under his own social security number at a separate bank where he alone had signatory authority. This was Mr. Rizzo's personal account to further his own personal interests.

B. The Committee did NOT have knowledge that the Andover account existed.

Neither Senator Tsongas nor the Committee were aware that the Andover account existed until January 1992. Because the Committee was also defrauded by Mr. Rizzo's actions, Mr. Rizzo did not intend for the Committee to know about the account regardless of Mr. Rizzo's statements to the contrary. At no time prior to the Committee's independent discovery of the Andover account did Mr. Rizzo inform the Committee of the account's activity or provide copies of bank statements or deposits for the

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Committee's review. We would like to remind the Commission that Mr. Rizzo is a convicted felon on 26 counts of criminal activity. Since Mr. Rizzo lied to those individuals who made loans to the Committee, as well as to the Committee itself, it seems highly unlikely that his statements are wholly accurate and truthful especially in light of overwhelming evidence to the contrary. These facts are supported by the testimony of Senator Tsongas, Dennis Kanin, David Goldman, Mary Wong and George Kokinos, as well as Mr. Rizzo's own attorney in his appearance in federal district court who acknowledged there that the Committee had no knowledge of the account until early in February 1992 [sic]. See Committee's response, September 5, 1995, p. 10; Rizzo Sentencing Hrg. Tr. at 48. We do not understand why the General Counsel's office continues to misstate these facts.

C. Funds diverted through the Andover account did NOT benefit the Committee.

The Brief asserts that the funds in the Andover account benefited the Committee. This is untrue. The $25,046 that was used to defer expenditures of the Committee was part of the $189,737 rightfully belonging to the Committee and was intended to be deposited into the Baybank account -- the Committee's authorized bank account. It is illogical to conclude that the Committee derived some benefit from the Andover account when it was unaware of the funds deposited there and the expenditures made from the account. As we previously explained and discuss later in this response, the Committee received no benefit from the Andover account and was a victim of Mr. Rizzo's activities with respect to it.

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Similarly, the Committee did not benefit from Mr. Rizzo's repayment of $65,000 in loans owed and repaid personally by Mr. Rizzo to the lenders. These funds were never made available to or used for the benefit of the Committee. The General Counsel's office illogically concludes that Mr. Rizzo's repayment of funds he borrowed constitutes an excessive contribution from him to the Committee. However, since the Andover account was not an authorized Committee account, and several of the loans were made directly to Mr. Rizzo or his corporation, Mr. Rizzo was not advancing funds to the Committee when he repaid the loans, but rather was repaying the debt he personally assumed. Why else would he repay these individuals out of personal funds?

D. Mr. Rizzo's fundraising operations WERE subject to the approval of the Committee.

The Brief (at 3-4) asserts that Mr. Rizzo's fundraising operation and events were not subject to the approval of anyone else in the Committee. The General Counsel's office uses this allegation to conclude that the Committee's organization led to the events in question, and thus, the Committee is ultimately responsible for Mr. Rizzo's actions. However, this allegation is completely untrue. While Mr. Rizzo worked from his office in Andover with his own staff, all major decisions of the campaign were to be made in concert with other people significant to the campaign. For example, Mr. Kokinos, the treasurer, was present with Mr. Rizzo when the Committee's legitimate Baybank account was opened. Mr. Rizzo was often accompanied by either Senator Tsongas or Mr. Kanin at fundraising events.[3] Mr. Rizzo was officially required to get Mr. Kanin's approval for

[3] This is not in any way an admission that Senator Tsongas or Mr. Kanin knew of Mr. Rizzo's criminal scheme. To the contrary, the Committee specifically denies any such knowledge as did each of the individual's during his deposition. See n. 1.

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any expenditures by the Committee -- which Mr. Kanin later discovered Mr. Rizzo did not do. Moreover, Mr. Rizzo was not given signatory authority on the Baybank account. See Committee's response, September 25, 1995, at n.10. No amount of Committee supervision could have prevented someone with criminal intent to defraud.

E. For other misstatements of facts, please see Committee's September 5, 1995, response, pp. 23-31. (copy attached).

II. The Committee should not be liable for violations of the FECA arising out of Mr. Rizzo's criminal actions.

While the General Counsel's Brief correctly lays out the principles of the law of agency, it incorrectly applies these principles due to the fraudulent and criminal nature of this matter. The law defines an agent as one who exercises actual or apparent authority on behalf of its principal. When an agent exercises actual or apparent authority, the principal is liable for those actions of the agent which occur within the scope of his employment. However, the principal is not liable for actions which are not motivated by the benefit of the principal, nor those actions which defraud the principal regardless of the agent's intent. The principal is generally not responsible for unauthorized criminal actions committed by the agent.

While the Committee acknowledges that Mr. Rizzo was an "agent" of the Committee who was authorized to act as its chief fund-raiser, the Committee contends that Mr. Rizzo was not acting within the scope of his employment when he opened the Andover account under his own social security number and diverted funds to that account for his own use. Under the applicable legal standard cited in the General Counsel's Brief, an agent is acting within the scope of his employment if: (a) it is the type of work he is

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employed to perform; (b) it occurs substantially within the authorized time and space limits; [and] (c) it is actuated, at least in part, by a purpose to serve the master. Restatement (Second) of Agency, §228 (1). Mr. Rizzo meets the first two parts of the test since he was employed by the Committee to raise funds and did so during the period when the Committee was actively raising funds for Senator Tsongas' primary election campaign. However, Mr. Rizzo was not motivated at any time by a purpose to serve the Committee, and thus, does not meet the third part of the test.

The facts of this matter overwhelmingly support the conclusion that Mr. Rizzo was acting at all times in his personal interest. Mr. Rizzo opened the Andover account using his own social security number, not the Committee's federal taxpayer identification number. As we have explained in previous responses, while the option of opening an exploratory account was discussed by the Committee, the decision was ultimately made not to open an exploratory account. See Committee's response, September 5, 1995, n. 7. There was absolutely no need to open an exploratory account when the Committee decided to open its own account at the Baybank Middlesex ("Baybank account") two days later. Mr. Rizzo was not given signatory authority over the Committee's authorized accounts. The Andover account was used solely by Mr. Rizzo for the purpose of diverting funds from the Committee and converting them for his personal use. Mr. Rizzo's actions were not motivated in any part by an agent's purpose to serve his principal, i.e., the Committee. Thus, his actions in question were outside the scope of his employment by the Committee and the Committee should not be held liable for his actions.

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The General Counsel's office does not support its allegation that Mr. Rizzo was using actual authority when he opened the Andover account and solicited impermissible funds for the Committee. Instead, the General Counsel's office uses a slightly different legal authority to hold the Committee liable for Mr. Rizzo's actions. The General Counsel's office asserts that Mr. Rizzo used "apparent" authority to further his criminal scheme. The General Counsel's Brief refers to several cases and treatises to support its contention that when an agent uses "apparent" authority to actuate certain intentions, the principal is liable for the agent's actions, even where the agent acts with the intent to benefit himself solely and conceals such actions from the principal. However, these cases can be distinguished from the matter at hand because in those cases the factual situations are completely different -- the fraud by the agent was directed solely against third parties, and not the principal itself. Thus, the Commission errs in its allegation that the Committee is liable for Mr. Rizzo's actions.

In cases where the agent defrauds the principal itself, the courts have generally applied the "adverse interest exception." This rule comes into play when an agent's motive and conduct demonstrate that he has abandoned the principal's interest and is acting to defraud the principal, entirely for his own benefit. In such cases, neither the agent's knowledge nor unlawful conduct will be imputed to the principal. See 3 Am. Jur.2d (Agency), § 290 at 794 et seq. (Law. Co-op 1986); In re Maxwell Newspapers, Inc., 164 B.R. 858, 866 (Bkrtcy. S.D.N.Y. 1994). Thus, since Mr. Rizzo opened a secret bank account and deprived the Committee of at least $187,937 in contributions, the Commission should apply the "adverse interest exception" and find the Committee is not

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liable for Mr. Rizzo's actions. The application of this exception by the FEC would be consistent with the federal district court's findings in Mr. Rizzo's conviction and sentencing hearing. The U.S. Attorney for the District of Massachusetts did not institute criminal proceedings against the Committee under principles of agency; and rather the court ordered Mr. Rizzo to pay restitution to the Committee.

The Commission should recognize that courts generally do not impute criminal actions committed by agents to the principal. Restatement (Second) of Agency §231 (1959). It should be self evident to the Commission that Mr. Rizzo was not acting with actual or apparent authority when he opened the Andover account and solicited illegal funds. Serious crimes are not only unexpected, but in general are in nature different from what agents are lawfully expected to do. Id. Therefore, the Committee should not be liable for violations arising out of Mr. Rizzo's criminal actions.

III. The Committee was not in actual receipt of the funds deposited by Mr. Rizzo and received no benefit from these funds. In fact, the Committee was denied matching funds for the use of lawful funds diverted by Mr. Rizzo.

The General Counsel's brief sets out a whole line of cases and discussion explaining how the Committee received the money when Mr. Rizzo accepted the loans and contributions and deposited them into the Andover account. The basic notion is that the principal is deemed to have received the contribution at the time when the agent accepts the contribution on its behalf. However, all of these instances are based on the assumption that once the agent receives the check on behalf of the principal, the agent then deposits the check into an account authorized by the principal. The law essentially creates an arbitrary point in time for the basis of determining when receipt occurs.

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However, this precedent is irrelevant in situations where the principal never in fact receives the money and is unable to use it for its own benefit.

All the authority cited in the General Counsel's Brief is inapplicable to this situation except for the citation to the treatise which contains no citation to legal authority. 3 Am. Jur.2d Agency §275, at 782 § n.7. (stating that "courts generally consider the principal as having received payment, even if the agent subsequently forges the principal's endorsement and deposits the check in his own account"). The citation is not legal authority for the situation at hand because it is excerpted from a legal encyclopedia, i.e., a secondary source. Moreover, the treatise states only that the courts may reach this conclusion, leaving room for issues of fundamental fairness and circumstances where the underlying policy would not be served by applying the general principle. The situation between Mr. Rizzo and the Committee is different than the bulk of case law and the Commission should recognize that this matter is an exception to the general rule. In addition, the treatise describes a factual situation completely dissimilar to our own. Mr. Rizzo did not forge his signature on any checks since he was using a personal bank account, opened with his own social security number, over which he had sole signatory authority. The FEC should recognize that the Commission received no benefit from funds received by Mr. Rizzo and in fairness under the circumstances, the Commission should not find the Committee liable for Mr. Rizzo's actions.

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IV. The Committee was a victim of Mr. Rizzo's actions and it would be fundamentally unfair for the Commission to impose any liability or penalty upon the Committee.

The General Counsel's Brief states that the Committee cannot claim that it is a victim of Mr. Rizzo's actions since the Committee "allowed" Mr. Rizzo to conduct his illegal conduct for such a long time. This is simply untrue. As we have previously informed the Commission, the Committee did not have any indication of the existence of the Andover account until January 25, 1992. After conducting its own investigation and realizing what Mr. Rizzo had done, the Committee contacted the FEC to disclose Mr. Rizzo's numerous violations.

Upon learning of the account, Mr. Kanin immediately contacted Mr. Rizzo to question him about the account. Mr. Rizzo responded that he had opened the account for exploratory purposes and that maybe a few checks were mistakenly deposited by him into the account. The following morning, Mr. Kanin summoned F. Michael Kail, Esq., from Washington, D.C. to Boston, to conduct an investigation into this matter. Mr. Kail met with Mr. Rizzo the following day to obtain information and documentation concerning the account. Mr. Kail made numerous and unsuccessful attempts to obtain the requested information from Mr. Rizzo. Mr. Rizzo held the Committee off with false information that he was admitted to the hospital and that he may have accidentally destroyed the account records. In any event, the Committee was completely unaware of the number or the gravity of the violations for which Mr. Rizzo was responsible.

After four months of not receiving any relevant materials from Mr. Rizzo, on May 26, 1992, two days after a discussion between Mr. Kokinos, L. Anthony Sutin, Counsel to

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the Committee, and Mr. Kanin, Mr. Kanin asked Mr. Kokinos to contact the bank to try to get someone at the bank to provide him with the records. After a preliminary review of the records, the Committee became generally aware of the extent of the fraud Mr. Rizzo had committed. This was the first point in time that the Committee became aware of the large loans obtained by Mr. Rizzo that were deposited into the Andover account. Messrs. Kokinos, Kanin, Sutin, Kail and Goldman subsequently met with Mr. Rizzo to discuss Mr. Rizzo's activities with respect to the Andover account. Two days later the Committee contacted the FEC and on June 17, 1992, formal disclosure of the account was made by the Committee to the FEC. Based on the facts set out above, it is completely unfair for the General Counsel's Brief to assert that the Committee allowed Mr. Rizzo to engage in illegal activity.

From any viewpoint, the Committee is correct in its assertion that it was a victim of Mr. Rizzo's criminal scheme. The Committee was deprived of at least $156,852 in permissible contributions which were deposited into the Andover account. In the absence of the receipt of such funds, the Committee was unable to submit them for matching, depriving the Committee of approximately an additional $75,000. This money was greatly needed at a critical time during the campaign. While it is unknown whether Senator Tsongas would have secured the Democratic nomination had he had use of the funds, it is clear that the Committee was deprived of large sums of money, making it a victim of Mr. Rizzo's actions.

Finally, holding the Committee liable for the actions of Mr. Rizzo would not serve any punitive purpose and thus is unwarranted. Since Senator Tsongas is no longer a

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candidate and another presidential election has already come and gone, such enforcement will have no deterent effect on either the Tsongas Committee or any other candidate's committee in the future. Nor would it be fundamentally fair to punish the Committee and the its treasurer for harm of which they were neither aware or had any part. Third, justice has already been served in this matter as evidence by Mr. Rizzo's prison sentence and order to make restitution. Any further action against the Committee would be disproportionate to the harm that occurred.

V. Conclusion

For all of the above reasons and those set forth in our previous responses, we believe that the Commission should find the Tsongas Committee did not violate any provision of the FECA as a result of the criminal actions of Mr. Rizzo. On this basis, we request the Commission take no further action and close its file in this matter.

Respectfully submitted,

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BEFORE THE FEDERAL ELECTION COMMISSION

FEB 26 11 35 AM '97

In the Matter of	)	
	)	
Nicholas A. Rizzo, Jr.,	)	MUR 3585 **SENSITIVE**
	)	MUR 4176
the Tsongas Committee, Inc.	)	
and George Kokinos, as Treasurer	)	

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GENERAL COUNSEL'S REPORT

I. INTRODUCTION

The Tsongas Committee, Inc. (the "Committee"), and S. George Kokinos, as treasurer, are respondents in two open enforcement matters, Matter Under Review ("MUR") 3585 and MUR 4176. The Office of General Counsel recommends that the Commission take no further action against the Committee and close the file in MUR 3585 and MUR 4176. Moreover, with respect to the only other remaining respondent in MUR 3585, this Office recommends that the Commission find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. §§ 432(a), 432(b)(1) and (3), 432(h), 441a(a)(1)(A), 441a(f), 441b, and 11 C.F.R. §§ 110.9(a), 114.2(c), and 116.5(b), but take no further action and close the file.

II. THE TSONGAS COMMITTEE, INC.

A. BACKGROUND

On November 29, 1994, the Commission found reason to believe that the Committee violated 2 U.S.C. §§ 432(h)(1), 441a(f), and 441b(a) in MUR 3585.[1] On January 27, 1995, the Committee responded to the Commission's reason to believe findings and requested that the Commission take no further action. On July 18, 1995, the Commission denied the Committee's

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[1] Throughout this report, the "Act" and the "FECA" refer to the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §§ 431-55.

request to take no further action with respect to the Committee. On the same date, the Commission further found reason to believe that the Committee violated 2 U.S.C. §§ 441a(f) and 434(b). On September 5, 1995, the Committee responded to these reason to believe findings. On November 19, 1996, this Office sent a General Counsel's Brief to the Committee recommending that the Commission find probable cause to believe that the violations occurred in MUR 3585. The Committee responded to the Brief on January 15, 1997. Attachment 1.

In a separate matter involving the Committee, MUR 4176, the Commission found reason to believe on December 14, 1995 that the Committee violated 2 U.S.C. § 441a(f) and 11 C.F.R. § 9034.6. On February 26, 1996, the Committee responded to the reason to believe findings and requested that the Commission take no further action in that matter. On August 20, 1996, the Commission denied the Committee's request to take no further action but determined to take no further action with respect to one partnership transaction. On November 19, 1996, this Office sent a General Counsel's Brief to the Committee recommending that the Commission find probable cause to believe that the violations occurred in MUR 4176. The Committee responded to the Brief on January 15, 1997. Attachment 2.

On January 18, 1997, the candidate, Senator Paul E. Tsongas, died after a long illness. By letter dated January 30, 1997, counsel for the Committee requested that the Commission take no further action against the Committee in MUR 3585 and MUR 4176. Attachment 3.

The Committee's violations in MUR 3585 are inextricably linked with the violations by its agent, Nicholas Rizzo Jr., the Committee's chief fundraiser.[2] Mr. Rizzo was the Committee's

[2] Section III of this report discusses Mr. Rizzo's violations and this Office's recommendations with respect to him.

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agent with actual and apparent authority to accept contributions, make expenditures, and conduct diverse financial transactions.

The Committee accepted excessive contributions in violation of 2 U.S.C. § 441a(f) when Mr. Rizzo, acting as the Committee's chief fundraiser, solicited loans totaling $794,000 from eight individuals to the Committee that exceeded the individual contribution limitations. In addition, Mr. Rizzo accepted and deposited into a Committee account at the Andover Bank (the "Andover account") excessive contributions from 42 contributors totaling $29,314. Moreover, the Committee accepted excessive contributions from Mr. Rizzo totaling at least $122,100. Mr. Rizzo advanced money and used his credit card to pay for certain Committee expenditures that were not related to his personal travel and subsistence. Mr. Rizzo also repaid three of the individual lenders $65,000 of the loans they had made to the Committee. Since the loans were contributions to the Committee, Mr. Rizzo's payments constituted excessive contributions to the Committee.

In addition, the Committee accepted prohibited contributions in violation of 2 U.S.C. § 441b(a). The Committee's chief fundraiser accepted and deposited corporate contributions totaling $3,571 into the Andover account.

The Andover account was a Committee account. Mr. Rizzo, an agent of the Committee, opened the Andover account in March 1991. Moreover, other Committee officials were aware of the Andover account by late January 1992, at the latest. Contributions to the Committee were deposited into the Andover account and campaign expenditures were made from the account. Yet, the Committee failed to designate the Andover account as a campaign depository in violation of 2 U.S.C. § 432(h)(1). As a result of the Committee's failure to properly report transactions related to the Andover account, it understated its 1991 receipts by $705,779 and its

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disbursements by $860,917, and overstated its ending cash by $155,138 in violation of 2 U.S.C. § 434(b).

In MUR 4176, the Committee accepted $34,849 in excessive unresolved contributions from individuals and a law firm partnership in violation of 2 U.S.C. § 441a(f). In addition, the Committee accepted excessive in-kind contributions totaling $60,844 in the form of staff advances that were not exempt personal travel and subsistence expenses reimbursed in a timely manner. 2 U.S.C. § 441a(f); 11 C.F.R. § 116.5(b). Moreover, the Committee overcharged the press $15,162 for travel expenses by including a 20% administrative cost markup to the actual cost of press travel instead of the permissible 10% administrative markup. Thus, the Committee violated 11 C.F.R. § 9034.6 by accepting excessive reimbursements from the press.

B. PROPOSED ACTION

This Office recommends that the Commission take no further action against the Committee in MUR 3585 and MUR 4176. This Office maintains that our legal analysis as expressed in the General Counsel's Briefs is correct.[3]

Nevertheless, several factors support the conclusion that the Commission should exercise its prosecutorial discretion and take no further action against the Committee in these matters.

[3] The factual summary and legal analyses set forth in the General Counsel's Briefs in these matters are incorporated by reference.

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First, the candidate, Senator Tsongas, recently died.[4] The Commission is not barred from pursuing the committee of a deceased candidate since a candidate is legally distinct from his or her authorized committee. *See* 2 U.S.C. §§ 431(2),(4), (5), and (6); 26 U.S.C. § 9032; and 11 C.F.R. §§ 100.3, 100.5, 9032.1, 9032.2 (definitions). Pragmatically, however, the death of Senator Tsongas is a compelling reason for the Commission to take no further action against the Committee. The Committee will not be involved in the political process in the future and has little cash on hand or resources.[5] The Committee's most recent report, filed on January 23, 1997, which includes activity through December 31, 1996, reveals that the Committee has approximately $10,000 in cash on hand and debts totaling approximately $300,000 for legal and accounting services, loans from the candidate, telephone, polling, travel, storage, and other operating expenses.[6] The candidate's death will make it virtually impossible for the Committee to raise any additional funds to pay a civil penalty or disgorgement.

Moreover, in light of the decisions in *FEC v. Williams*, No. 95-55320 (9th Cir. filed Dec. 26, 1996) and *FEC v. National Republican Senatorial Committee*, 877 F. Supp. 15 (D.D.C. 1995), concerning the application of a five-year statute of limitations to enforcement actions, this

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4 In MUR 3585, the Commission found reason to believe on January 21, 1994 that Senator Tsongas violated 2 U.S.C. § 441a(f), but took no further action against him on November 29, 1994.

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6 Included in the total amount of debts are payments of $64,163 to the United States Treasury, $4,471 to the United States Secret Service and $15,262 to "Various Press Organizations," which the Committee has noted as disputed debts. These debts arose from the Commission's audit of the Committee and relate to disgorgement of excessive contributions and overbilling of the press and Secret Service. The disgorgement payment and the payments to the press are related to the issues in MUR 4176. In addition, the Committee lists a debt to the United States Treasury of $10,567 for repayment of non-qualified campaign expenses. However, the Committee made this repayment in June 1995 with a check drawn on an account of the law firm that represents the Committee. It is unclear why this amount has been reported as an outstanding debt.

Office notes that the majority of the activity that is the basis of MURs 3585 and 4176 occurred more than five years ago.[7] *See* 28 U.S.C. § 2462. The Commission could pursue the few remaining violations as well as the disgorgement amounts, which are equitable remedies rather than civil penalties. In addition, the Commission could contend that Mr. Rizzo's fraudulent concealment of his activities and the Committee's failure to disclose the Andover account activity on its reports would toll the statute of limitations in MUR 3585 until the Commission was first notified of the existence of the Andover account in June 1992.

Under the circumstances, probable cause findings are not necessary. Further pursuit of these matters would not be an efficient use of the Commission's limited resources. The death of Senator Tsongas and the statute of limitations concerns provide persuasive reasons for the Commission to exercise its prosecutorial discretion, take no further action against the Committee in MUR 3585 and MUR 4176, and close the files in these matters.

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[7] Specifically, the activity in MUR 3585 began in March 1991 when the Andover account was opened and the first loan was solicited from Lawrence Ansin. The last of the loans was made in February 1992, and the last activity in the Andover account was in late January 1992. Mr. Rizzo made staff advances between May 1991 and at least February 1992, and claims that he made advances on his credit card until September 1992. The financial misstatements and failure to designate the Andover account as a Committee account are continuing violations that began in April 1991. The Committee never amended its reports to correct these problems.

In MUR 4176, the press billings issue involves travel in February and March 1992 that was billed through July 1992. Most of the staff advances were incurred between May 1991 and April 1992, but one large advance for approximately $32,000 was incurred in July 1992. The partnership contributions were made between April and November 1991. Finally, the other excessive contributions were determined by sampling of contributions received throughout the campaign between March 1991 and July 1992.

III. NICHOLAS RIZZO (MUR 3585)

A. BACKGROUND

On January 24, 1994, the Commission revoted to find reason to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. §§ 432(a), 432(b)(1) and (3), 432(h), 441a(a)(1)(A), 441a(f), 441b, and 11 C.F.R. §§ 110.9(a), 114.2(c), and 116.5(b).[8]

Concurrent with the Commission's investigation, the United States Department of Justice investigated and prosecuted Mr. Rizzo for numerous related criminal violations.[9] Mr. Rizzo agreed to a plea bargain and pled guilty on October 13, 1993 to criminal counts including mail fraud, money laundering, FECA violations, criminal forfeiture, and making false statements to the Commission. Specifically, the counts included violating the contribution limitations of 2 U.S.C. § 441a(a)(1)(A), causing the Committee to file false reports with the Commission, and making false statements in response to a Commission subpoena. Mr. Rizzo was sentenced to 52 months in prison, three years of supervised release, an $825 special assessment, forfeiture of $600,000 and restitution to the Committee and seven lenders totaling $899,000. However, the period of restitution was limited to five years after October 13, 1993, and the government agreed not to seek forfeiture of Mr. Rizzo's home during his spouse's lifetime. The plea bargain agreement provides that it "does not compromise any civil liability defendant may have incurred or may incur as a result of his plea of guilty." Attachment 4 at 2. It appears that Mr. Rizzo has

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8 The Commission originally found reason to believe against Mr. Rizzo on April 12, 1993 and revoted its previous findings in this case following the decision in *FEC v. NRA Political Victory Fund*, 6 F.3d 821 (D.C. Cir. 1993), *cert. dismissed for want of jurisdiction*, 115 S.Ct. 537 (1994).

9 At the request of the United States Department of Justice, the Commission held this matter in abeyance pending the resolution of the criminal case against Mr. Rizzo.

no funds or assets and it is unlikely he will ever be able to pay the forfeiture or restitution amounts. Mr. Rizzo will be released from prison in approximately May 1997.

This Office deposed Mr. Rizzo on March 9 and 10, 1994. Prior to the deposition, Mr. Rizzo and this Office, with the review and approval of the Department of Justice and the United States Attorney's Office in Boston, Massachusetts, agreed that his answers related to any matters arising from the indictment would not be used against him in any subsequent criminal prosecution by the United States government, with the exception of tax matters or any false statements made during the deposition. Attachment 5.

On August 14, 1996, this Office mailed Mr. Rizzo a letter and brief notifying him that this Office was prepared to recommend that the Commission find probable cause to believe that he knowingly and willfully violated 2 U.S.C. §§ 432(a), 432(b)(1) and (3), 432(h), 441a(a)(1)(A), 441a(f), 441b, and 11 C.F.R. §§ 110.9(a), 114.2(c), and 116.5(b). Mr. Rizzo responded on September 12, 1996, asking several questions and requesting an extension of time to respond until his release from prison. Attachment 6. This Office informed him that such a long extension would not be possible, but did grant an extension of time for him to respond until November 25, 1996. Moreover, this Office responded to the questions Mr. Rizzo raised about Commission procedures and the findings against him in this matter. Mr. Rizzo sent additional letters on November 6, and 15, 1996, and indicated that he would not file any additional response. Attachments 7 and 8. Therefore, this Office considers his letters to constitute his response.

After reviewing Mr. Rizzo's response, this Office recommends that the Commission find probable cause to believe that Mr. Rizzo knowingly and willfully violated 2 U.S.C. §§ 432(a), 432(b)(1) and (3), 432(h), 441a(a)(1)(A), 441a(f), 441b, and 11 C.F.R. §§ 110.9(a), 114.2(c), and

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116.5(b). However, this Office recommends that the Commission take no further action against Mr. Rizzo and close the file in MUR 3585.

B. SUMMARY OF RIZZO'S RESPONSE

Mr. Rizzo admits that he has "some if not all the guilt in the violations cited." Attachment 8. Nevertheless, he raises several arguments why the Commission should take no further action against him. Mr. Rizzo claims that he was "granted a letter of immunity from any further charges by the FEC." Attachment 6 at 1. Moreover, he contends that because he pled guilty to criminal violations of federal election law, the Commission's pursuit of him constitutes double jeopardy and a "rage to punish." Attachment 6 at 1; Attachment 7.

While Mr. Rizzo admits that his own credibility is open to question, he questions the accuracy and credibility of the Committee's witnesses. Finally, Mr. Rizzo claims that any fine would be "meaningless" in his case because he is indigent and that "[t]o simply impose a fine for the sake of the imposition is rather a pyrrhic victory." Attachment 8. He states that the judge at his plea hearing recognized that Mr. Rizzo is indigent and would be unable to make the court-ordered restitution. *Id.*

C. ANALYSIS

The evidence in this matter reveals a pervasive pattern of serious knowing and willful violations by Mr. Rizzo including solicitation of substantial excessive contributions donated to a publicly-financed presidential campaign. This Office concludes that there is probable cause to believe that Mr. Rizzo knowingly and willfully violated 2 U.S.C. §§ 432(a), 432(b)(1) and (3), 432(h), 441a(a)(1)(A), 441a(f), 441b, and 11 C.F.R. §§ 110.9(a), 114.2(c), and 116.5(b). Mr. Rizzo's arguments primarily concern whether the Commission's pursuit of this enforcement matter against him is appropriate. None of the arguments raised by Mr. Rizzo challenge the

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essential facts or this Office's legal analysis of the violations in this matter.[10] Indeed, Mr. Rizzo generally admits his culpability for the violations.

The facts establishing Mr. Rizzo's violations and the consistent pattern of his knowing and willful conduct are clear from the testimony of numerous witnesses and the voluminous documentary evidence in this case.[11] Mr. Rizzo's deposition testimony alone establishes a sufficient factual basis for most of his violations. Mr. Rizzo worked as the Committee's chief fundraiser between March 1991 and the spring of 1992. He had previously worked as a fundraiser for numerous federal campaigns and was well aware of the limitations, prohibitions and reporting requirements of the Act.

Mr. Rizzo knowingly and willfully violated 2 U.S.C. § 441a(f) and 11 C.F.R. § 110.9(a) by soliciting and accepting contributions in the form of loans from eight individuals which exceeded the individual contribution limitation by a total of $791,750.[12] The lenders intended to benefit the Committee, not Mr. Rizzo, with their contributions. Although Mr. Rizzo was an experienced fundraiser who certainly knew that loans are contributions and that the contribution limitation for individuals is $1,000, 2 U.S.C. § 441a(a)(1)(A), he solicited and accepted

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10 We incorporate by reference the General Counsel's Brief dated August 16, 1996, which sets out the facts in this matter and this Office's legal analysis.

11 The knowing and willful nature of Mr. Rizzo's violations is supported by his guilty plea on criminal charges arising from the same activity. While the testimony of some witnesses in this case differed as to minor details, the witnesses' stories are remarkably consistent. The factual discrepancies Mr. Rizzo notes between his testimony and that of other witnesses are more relevant to details and the culpability of other respondents than they are to Mr. Rizzo's violations.

12 Between March 1991 and February 1992, Mr. Rizzo solicited loans to the Committee totaling $794,000 from these eight individuals, including $514,000 in checks made payable to the Committee and deposited into the Andover account and $280,000 in checks intended by the lenders to benefit the Committee, but made payable to Mr. Rizzo or his company, Benco, Inc.

contributions as large as $250,000, 250 times the individual contribution limitation. Mr. Rizzo also accepted and deposited into the Andover account excessive contribution checks from 42 individuals totaling $29,314. In addition, Mr. Rizzo knowingly and willfully violated 2 U.S.C. § 441b(a) and 11 C.F.R. § 114.2(c) by accepting $3,571 in prohibited corporate contributions.

Moreover, Mr. Rizzo failed to forward to the Committee treasurer $280,000 in contributions from several lenders made payable to him or his company. Instead, he deposited these contributions into his personal and company bank accounts. Further, Mr. Rizzo knowingly and willfully failed to forward contributor information and other recordkeeping information on any of the contributions deposited into the Andover account or his personal and company accounts to the Committee treasurer in violation of 2 U.S.C. § 432(b)(1).

Although Mr. Rizzo opened the Andover account in the Committee's name, he never took any steps to have it designated as a Committee account. He knowingly and willfully made disbursements from this undesignated Committee account in violation of 2 U.S.C. § 432(h). Further, Mr. Rizzo knowingly and willfully commingled Committee funds with his personal funds in violation of 2 U.S.C. § 432(b)(3). He used Committee funds to repay loans and gambling debts and to pay for personal expenditures. Since Mr. Rizzo was not authorized to make disbursements from Committee funds for his personal expenses, he knowingly and willfully disbursed Committee funds without the treasurer's authorization in violation of 2 U.S.C. § 432(a).

In addition, Mr. Rizzo knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A) and 11 C.F.R. § 116.5(b) by making contributions to the Committee in the form of advances for campaign expenditures and loan repayments that exceeded the individual contribution limitation by at least $122,100 and by making personal loan guarantees in the amount of $794,000. *See*

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11 C.F.R. § 100.7(a)(1)(i). Mr. Rizzo used his personal funds and his credit card to make or guarantee payment of campaign expenses, and repaid $65,000 of the loans to three of the lenders. Mr. Rizzo also made excessive contributions when he personally guaranteed the loans he solicited from the eight lenders.

Moreover, Mr. Rizzo's claim that he was granted a letter of immunity from the Commission is simply incorrect. On March 10, 1994, in connection with a deposition of Mr. Rizzo, this Office and Mr. Rizzo agreed that his answers related to any matters arising from the indictment would not be used against him in any subsequent criminal prosecution by the United States government, with the exception of tax matters or any false statements made during the deposition. Attachment 5. Since Mr. Rizzo's deposition was part of the Commission's investigation of the instant matter, the agreement does not bar the Commission from pursuing this matter. Moreover, this matter is a civil proceeding, not a criminal one. The agreement, which was reviewed and approved by the Department of Justice and the United States Attorney's Office in Boston, Massachusetts, only applies to future prosecution of criminal violations.

Mr. Rizzo contends that the Commission's pursuit of him constitutes double jeopardy because he pled guilty and was sentenced for criminal violations of federal election law. Under certain rare circumstances, a civil penalty may constitute punishment for the purpose of the double jeopardy clause. U.S. CONST. amend. V; *see, e.g., United States v. Halper*, 490 U.S. 435 (1989) (Disproportionately high civil sanction under False Claims Act against individual for filing of inflated Medicare claims constituted double jeopardy where individual had already been prosecuted and punished for criminal violations);[13] *but see, e.g., U.S. v. Ursery*, 116 S.Ct. 2135

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13 The Supreme Court held in *Halper* that "[u]nder the Double Jeopardy Clause a defendant who already has been punished in a criminal prosecution may not be subjected to an additional civil sanction to the extent that the

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(1996) (*In rem* civil forfeitures related to drug violations are neither punishment nor criminal for purposes of the double jeopardy clause).[14]

In the event the Commission's case against him proceeded to litigation, a number of factors would undermine Mr. Rizzo's double jeopardy argument. The criminal charges to which Mr. Rizzo pled guilty included several election law violations, but did not include most of the numerous violations of the FECA and Commission regulations at issue in this matter. Moreover, Mr. Rizzo's plea bargain agreement explicitly provides that it "does not compromise any civil liability defendant may have incurred or may incur as a result of his plea of guilty." Attachment 4 at 2. This provision allows the Commission to pursue a civil enforcement matter against Mr. Rizzo. Finally, given Mr. Rizzo's financial situation, it is unlikely that the Commission would seek a substantial civil penalty from him.

Therefore, the Office of General Counsel recommends that the Commission find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. §§ 432(a), 432(b)(1) and (3), 432(h), 441a(a)(1)(A), 441a(f), 441b, and 11 C.F.R. §§ 110.9(a), 114.2(c), and 116.5(b). Nevertheless, this Office recommends that the Commission take no further action in this matter and close the file. It appears that Mr. Rizzo has no funds or assets and it is unlikely

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second sanction may not fairly be characterized as remedial, but only as a deterrent or retribution." 490 U.S. at 449. However, the Supreme Court made clear that the case involved a rare situation where the civil fine was overwhelmingly disproportionate to the amount involved in the violation. *Id.; see Ursery*, 116 S.Ct. at 2145 (The *Halper* decision sets forth a "case-by-case balancing test . . . in which a court must compare the harm suffered by the Government against the size of the penalty imposed."). Thus, *Halper* should be narrowly construed.

14 *See also U.S. v. Alt*, 83 F.3d 779 (6th Cir. 1996) (Assessment of civil penalties on taxpayer did not constitute punishment for purposes of double jeopardy clause); *SEC v. Bilzerian*, 29 F.3d (D.C. Cir. 1994) (Civil disgorgement of profits from illegal conduct did not constitute punishment within the meaning of double jeopardy); *McNichols v. Commissioner of Internal Revenue*, 13 F.3d 432 (1st Cir. 1993) (Assessment of income tax deficiencies and penalties on proceeds of drug trafficking already forfeited to the government did not constitute double jeopardy or an excessive fine); *U.S. v. Bizzell*, 921 F.2d 263 (10th Cir. 1990) (Civil penalty and 18-month suspension from dealing in HUD activities did not constitute punishment within the meaning of the double jeopardy clause).

he will ever be able to pay the forfeiture or restitution amounts that were included in his criminal sentence. Mr. Rizzo may be released from prison later this year, but his background will make it difficult for him to earn a significant amount of money. Thus, it is unlikely that the Commission could get any civil penalty amount from Mr. Rizzo. Moreover, as previously discussed, most of the violations by Mr. Rizzo occurred more than five years ago, and thus would be barred by the statute of limitations, unless the statute of limitations was tolled by his fraudulent concealment of his activities. *See* 28 U.S.C. § 2462. In light of these factors, no further action is appropriate.

IV. RECOMMENDATIONS

1. Take no further action against the Tsongas Committee, Inc. and S. George Kokinos, as treasurer, in MUR 3585;

2. Take no further action against the Tsongas Committee, Inc. and S. George Kokinos, as treasurer, in MUR 4176;

3. Find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. § 432(a);

4. Find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. § 432(b)(1)

5. Find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. § 432(b)(3);

6. Find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. § 432(h);

7. Find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A);

8. Find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. § 441a(f);

9. Find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 2 U.S.C. § 441b;

10. Find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 11 C.F.R. § 110.9(a);

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11. Find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 11 C.F.R. § 114.2(c);

12. Find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 11 C.F.R. §116.5(b).

13. Take no further action against Nicholas A. Rizzo Jr.;

14. Close the file in MUR 3585;

15. Close the file in MUR 4176; and

16. Approve the appropriate letters.

2/25/97
Date

Lawrence M. Noble
General Counsel

Attachments

1. Tsongas Committee, Inc. Brief - MUR 3585
2. Tsongas Committee, Inc. Brief - MUR 4176
3. Letter from Lyn Utrecht dated January 30, 1997
4. Plea Bargain agreement and hearing transcript
5. Cooperation Agreement
6. Letter from Nicholas Rizzo dated September 12, 1996
7 Letter from Nicholas Rizzo dated November 6, 1997
8. Letter from Nicholas Rizzo dated November 15, 1996

Staff assigned: Delanie DeWitt Painter

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Nicholas A. Rizzo, Jr.;	)	MURs 3585 & 4176
The Tsongas Committee, Inc. and	)	
George Kokinos, as Treasurer.	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on March 3, 1997, the Commission decided by a vote of 5-0 to take the following actions in MURs 3585 & 4176:

1. Take no further action against the Tsongas Committee, Inc. and S. George Kokinos, as treasurer, in MUR 3585.

2. Take no further action against the Tsongas Committee, Inc. and S. George Kokinos, as treasurer, in MUR 4176.

3. Find probable cause to believe that Nicholas A. Rizzo, Jr., knowingly and willfully violated 2 U.S.C. § 432(a).

4. Find probable cause to believe that Nicholas A. Rizzo, Jr., knowingly and willfully violated 2 U.S.C. § 432(b)(1).

5. Find probable cause to believe that Nicholas A. Rizzo, Jr., knowingly and willfully violated 2 U.S.C. § 432(b)(3).

(continued)

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6. Find probable cause to that Nicholas A. Rizzo, Jr., knowingly and willfully violated 2 U.S.C. § 432(h).

7. Find probable cause to believe that Nicholas A. Rizzo, Jr., knowingly and willfully violated 2 U.S.C. § 441a(a)(1)(A).

8. Find probable cause to believe that Nicholas A. Rizzo, Jr., knowingly and willfully violated 2 U.S.C. § 441a(f).

9. Find probable cause to believe that Nicholas A. Rizzo, Jr., knowingly and willfully violated 2 U.S.C. § 441b.

10. Find probable cause to believe that Nicholas A. Rizzo, Jr. knowingly and willfully violated 11 C.F.R. § 110.9(a).

11. Find probable cause to believe that Nicholas A. Rizzo, Jr., knowingly and willfully violated 11 C.F.R. § 114.2(c).

12. Find probable cause to believe that Nicholas A. Rizzo, Jr., knowingly and willfully violated 11 C.F.R. § 116.5(b).

13. Take no further action against Nicholas A. Rizzo, Jr.

(continued)

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14. Close the file in MUR 3585.

15. Close the file in MUR 4176.

16. Approve the appropriate letters, as recommended in the General Counsel's Report dated February 25, 1997.

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

Attest:

3/4/97
Date

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

Received in the Secretariat: Wed., Feb. 26, 1997 11:35 a.m.
Circulated to the Commission: Wed., Feb. 26, 1997 4:00 p.m.
Deadline for vote: Mon., Mar. 03, 1997 4:00 p.m.

bjr

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 11, 1997

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Lyn Utrecht, Esq.
Oldaker, Ryan, Phillips & Utrecht
818 Connecticut Avenue, N.W.
Suite 1100
Washington, DC 20006

RE: MUR 3585
The Tsongas Committee, Inc.
and S. George Kokinos, as treasurer

Dear Ms. Utrecht:

On November 29, 1994 the Federal Election Commission found reason to believe that your clients, The Tsongas Committee, Inc. ("the Committee") and S. George Kokinos, as treasurer violated 2 U.S.C. §§ 432(h)(1); 441a(f); and 441b(a), and instituted an investigation in MUR 3585. On July 18, 1995 the Commission further found reason to believe that the Committee violated 2 U.S.C. §§ 441a(f) and 434(b). After considering the circumstances of the matter, the Commission determined on March 3, 1997, to take no further action against the Committee, and closed the file in this matter.

The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receiving your additional materials, any permissible submissions will be added to the public record upon receipt.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie DeWitt Painter
Attorney

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 11, 1997

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Nicholas A. Rizzo, Jr.
FPC Allenwood
P.O. Box 1000 19827-038 A-1
Montgomery, PA 17752-1000

RE: MUR 3585

Dear Mr. Rizzo:

On March 3, 1997, the Federal Election Commission found probable cause to believe that you knowingly and willfully violated 2 U.S.C. §§ 432(a); 432(b)(1) and (3); 432(h); 441a(a)(1)(A); 441a(f); 441b; and 11 C.F.R. §§ 110.9(a), 114.2(c), and 116.5(b), provisions of the Federal Election Campaign Act of 1971, as amended. After considering the circumstances of this matter, however, the Commission also determined to take no further action against you, and closed its file in this matter.

The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receiving your additional materials, any permissible submissions will be added to the public record upon receipt.

If you have any questions, please contact Delanie DeWitt Painter, the attorney assigned to this matter, at (202) 219-3690.

Sincerely,

Lawrence M. Noble
General Counsel

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U.S. DISTRICT COURT
DISTRICT OF N.H.
FILED

MAR 31 3 23 PM '97

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEW HAMPSHIRE

Federal Election Com

v.

Kalogianis

Civil Action No. 1:96-cv-00427-J

J U D G M E N T

APR 3 2 52 PM '97

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL

JUDGMENT is entered in accordance with the Final Consent Order approved this date by Chief Judge Joseph A. DiClerico, Jr. (Signed by Clerk James R. Starr)

By the Court,

James R. Starr
Clerk

Date: March 31, 1997

cc:
Tonda M. Phalen, Esq.
Thomas Hylden, Esq.

970043/85704

FEB 18 '97 16:07 FR BAKER HOSTETLER
TEL General Counsel

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

MAR 18 11 30 AM '97

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

FEDERAL ELECTION COMMISSION,	)	
	)	Civil No. C-96-427-JD
Plaintiff,	)	
	)	
v.	)	STIPULATION AND ORDER
	)	
ANASTASIOS KALOGIANIS,	)	
	)	
Defendant.	)	

FINAL CONSENT ORDER AND JUDGMENT

This action for declaratory, injunctive and other relief was instituted by the plaintiff Federal Election Commission (the "Commission" or "FEC") against the defendant Anastasios Kalogianis, pursuant to the express authority granted the Commission by 2 U.S.C. § 437d(a)(6) and 437g(a)(6)(A) of the Federal Election Campaign Act of 1971, as amended (the "Act" or "FECA").

This Court has original jurisdiction over this suit pursuant to 28 U.S.C. § 1345 as an action brought by an agency of the United States expressly authorized to sue by an Act of Congress. Venue is properly found in the District of New Hampshire in accordance with 2 U.S.C. § 437g(a)(6)(A) as defendant can be found, reside, or transact business in this district. The plaintiff Commission has satisfied all jurisdictional requirements which are prerequisites to filing this suit.

The parties now agree to entry of this Court's judgment and consent to the issuance of this order, as evidenced by the signature of defendant and counsel for the Commission.

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The parties agree that the facts in this matter are:

1. On or about September 9, 1991, the defendant contributed $1,000 to the Tsongas Committee.

2. On September 9, 1991, the defendant loaned the Tsongas Committee $10,000.

3. On September 25, 1991, the defendant loaned the Tsongas Committee $15,000.

4. On October 3, 1991, the defendant loaned the Tsongas Committee $24,000.

5. On December 4, 1991, the defendant loaned the Tsongas Committee $35,000.

6. On December 6, 1991, the defendant loaned the Tsongas Committee $65,000.

7. On January 27, the defendant loaned the Tsongas Committee $100,000. Unlike the previous loan checks, this loan check was made payable to Nicholas Rizzo, the chief fund-raiser for the Tsongas committee.

8. The Act states that "[n]o person shall make contributions to any candidate or his authorized committees with respect to any election for Federal office which, in the aggregate, exceed $1,000." 2 U.S.C. §441a(a)(1)(A).

9. The Act states that "[t]he term 'contribution' includes any gift, subscription, loan advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office." 2 U.S.C. § 431(8)(A)(i). The Commission's regulations state that "[a] loan which exceeds the contribution limits of 2 U.S.C. 441a and 11 C.F.R. part 110 shall be unlawful whether or not it is repaid." 11 C.F.R. § 100.7(a)(1)(i)(A).

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10. The Commission has alleged that the above transactions in the form of loans by defendant Anastasios Kalogianis totaling $249,000 to the Tsongas for President Committee are excessive contributions, in violation of 2 U.S.C. § 441a(a)(1)(A).

11. For the purpose of settling this case, defendant Anastasios Kalogianis does not contest the Commission's allegation that these loans are excessive contributions under the Act.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Based on the stipulations of the parties, the Court finds that defendant Anastasios Kalogianis made excessive contributions in the form of loans totaling $249,000 to the Tsongas for President Committee, in violation of 2 U.S.C. § 441a(a)(1)(A).

2. Defendant Anastasios Kalogianis shall pay a civil penalty to the Federal Election Commission in the amount of thirty seven thousand five hundred dollars ($37,500), to be paid within 5 days of the court signing this order.

3. Defendant Anastasios Kalogianis is permanently enjoined from making contributions in violation of the limits in 2 U.S.C. § 441a(a)(1)(A).

4. Unless this final consent order and judgment is violated, entry of this final consent order and judgment resolves all issues with respect to the defendant's violations of law that are the subject of this litigation, and this lawsuit is dismissed.

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5. The parties shall bear their own costs and attorney's fees in this litigation.

Date

UNITED STATES DISTRICT JUDGE

We hereby consent to the entry of the foregoing consent order and judgment.

Respectfully submitted,

Lawrence M. Noble
General Counsel

Richard B. Bader
Associate General Counsel

Stephen E. Hershkowitz
Assistant General Counsel

Tonda M. Phalen
Attorney

FOR THE PLAINTIFF
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463
(202) 219-3400

Date: 25 March 1997

Respectfully submitted,

Anastasios Kalogianis
DEFENDANT

Date: 3/17/97

970437/85708

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 3585

DATE FILMED 4-14-97 CAMERA NO. 4

CAMERAMAN JMN

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Date: 4/15/97

✓ Microfilm

_____ Press

THE ATTACHED MATERIAL IS BEING ADDED TO CLOSED MUR 3585

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 11, 1997

CERTIFIED MAIL RETURN RECEIPT REQUESTED

W. Edgar Jessup, Jr., Esq.
Ervin, Cohen & Jessup
9401 Wilshire Blvd.
Beverly Hills, CA 90211-2974

RE: MUR 3585
Peter Caloyeras

Dear Mr. Jessup:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receiving your additional materials, any permissible submissions will be added to the public record upon receipt.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 11, 1997

CERTIFIED MAIL RETURN RECEIPT REQUESTED

E. Mark Braden, Esq.
Baker & Hostetler
Washington Square, Suite 1100
1050 Connecticut Ave., N.W.
Washington, DC 20036-5304

RE: MUR 3585
Anastasios Kalogianis

Dear Mr. Braden:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receiving your additional materials, any permissible submissions will be added to the public record upon receipt.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie DeWitt Painter
Attorney

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 11, 1997

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Gregory T. Moffatt, Esq.
Foley, Hoag & Eliot
One Post Office Square
Boston, MA 02109-2170

RE: MUR 3585
Senator Paul Tsongas
Dennis Kanin

Dear Mr. Moffatt:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receiving your additional materials, any permissible submissions will be added to the public record upon receipt.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

97043793104

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 11, 1997

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Philip Nyman, Esq.
Nyman & Gaffney
375 Gorham Street
Lowell, MA 01852

RE: MUR 3585
Michael Spinelli

Dear Mr. Nyman:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receiving your additional materials, any permissible submissions will be added to the public record upon receipt.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 11, 1997

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Rudolph F. Pierce, Esq.
Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110-3333

RE: MUR 3585
Elkin McCallum

Dear Mr. Pierce:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receiving your additional materials, any permissible submissions will be added to the public record upon receipt.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

97043793106

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 11, 1997

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Alan Spiro, Esq.
Friedman & Atherton
53 State Street, 27th Floor
Boston, MA 02109

RE: MUR 3585
William Berg

Dear Mr. Spiro:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receiving your additional materials, any permissible submissions will be added to the public record upon receipt.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 11, 1997

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Edward C. Cooley
Cooley, Manion, Moore & Jones
21 Custom House Street
Boston, MA 02110

RE: MUR 3585
Roger Trudeau

Dear Mr. Cooley:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receiving your additional materials, any permissible submissions will be added to the public record upon receipt.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 11, 1997

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Jonathan S. Springer, Esq.
Shaines & McEachern
25 Maplewood Avenue
P.O. Box 360
Portsmouth, NH 03802-0360

RE: MUR 3585
Thomas Kelley

Dear Mr. Springer:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receiving your additional materials, any permissible submissions will be added to the public record upon receipt.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 11, 1997

CERTIFIED MAIL RETURN RECEIPT REQUESTED

John K. Markey, Esq.
Mintz, Levin, Cohn
Ferris, Glovsky & Popeo
One Financial Center
Boston, MA 02111

RE: MUR 3585
Lawrence Ansin

Dear Mr. Markey:

This is to advise you that this matter is now closed. The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receiving your additional materials, any permissible submissions will be added to the public record upon receipt.

If you have any questions, please contact me at (202) 219-3690.

Sincerely,

Delanie D. Painter

Delanie DeWitt Painter
Attorney

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