FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

THIS IS THE BEGINNING OF MUR # 3649

DATE FILMED 10/29/93 CAMERA NO. 2

CAMERAMAN MC

9304099189 6

GCC# 6865
PAGE 1 OF 15

MUR 3649

REPLY TO
ATTN OF: JAMES P. KIEL / P.O. BOX 4490 / SOUTH DAYTONA, FL / 32121-4490
LOCALLY P.O. BOX 71294 / WASHINGTON, D.C. 20024
THRU OCTOBER 21, 1992

DATED: 09 OCTOBER 1992

SUBJECT: USE OF U.S. AIR FORCE CONTRACT MONIES TO PAY OFF CAMPAIGN DEBTS

RECEIVED
FEDERAL ELECTION COMMISSION
92 OCT -9 PM 3:04

TO: FEDERAL ELECTION COMMISSION
OFFICE OF THE GENERAL COUNSEL / MR. LAWRENCE NOBLE
999 E. STREET, N.W.
WASHINGTON, D.C. 20463

93040991897

1. DURING THE CALENDAR PERIOD 2 JANUARY 1990 THROUGH 7 MARCH, 1990 I WORKED AS A PAID CONSULTANT FOR T. VISCONTI & ASSOCIATES, INC (A FLORIDA CORPORATION) PERFORMING TECHNICAL DOCUMENTATION UPDATES/UPGRADES FOR T-37 AIRCRAFT TECHNICAL ORDERS ON AIR FORCE CONTRACT F41608-89-C-2026.

2. THE PRIME CONTRACTOR WAS SABRELINER CORPORATION, CHESTERFIELD, MISSOURI UNDER THE T-37 SERVICE LIFE EXTENSION PROGRAM (SLEP) AIR FORCE CONTRACT F41608-89-C-2026, ISSUED AN ADMINISTERED THROUGH HEADQUARTERS SAN ANTONIO AIR LOGISTICS CENTER (ALC) KELLY AFB, TEXAS 78241. THE CURRENT CONTRACTING OFFICER IS MS. SARAH ADKINS (A/C (512) 925-3016).

3. I VOLUNTARILY LEFT THE POSITION AFTER MULTIPLE BREACH OF CONTRACT VIOLATIONS BY T. VISCONTI & ASSOC'S CONSISTING OF NON-PAYMENT OF INVOICES. A COPY OF THE CONSULTING AGREEMENT IS INCLUDED AS ATTACHMENT (A).
A COPY OF THE UNPAID TIME SHEETS/INVOICES IS INCLUDED AS ATTACHMENT (B).

4. A COPY OF A LETTER FROM MR. MARTIN C. BOIRE, ATTORNEY FOR T. VISCONTI IS INCLUDED AS ATTACHMENT (C), INVITING ME TO SUE A BANKRUPT, ASSETLESS CORPORATION IF I WISH TO BE PAID.

RE.C. INQUIRY/COMPLAINT
9 OCTOBER 1992

5. I DO NOT CONTENT THAT THIS COMPLAINT SHOULD RESULT IN ANY COLLECTION OF UNPAID INVOICES.

6. I HAVE PREVIOUSLY CONTACTED THE PRIME CONTRACTOR, SABRELINER CORPORATION (MR. ROD BUSCHKOETTER, CONTRACTS OFFICER, AND MR. REUBEN VEST, V.P. OPERATIONS) AND WHILE I CAN PURSUE A LIEN AGAINST SABRELINER CORPORATION, ALL CONTRACT FUND DUE T. VISCONTI & ASSOCIATES HAVE BEEN PAID AND ALL SUBCONTRACT TERMS SATISFIED. ALSO MY UNPAID INVOICES TOTALING $1,275.00 AS OF 7 MARCH 1990 DO NOT SEEM SIGNIFICANT ENOUGH TO ALLOW ANOTHER $50 TO $60,000 WORTH OF UNPAID BILLS AND FEES THAT PAYMENT OF MY INVOICE WOULD OPEN UP SABRELINER LIABILITIES TO PAY.

* 7. I CONTEND THAT T. VISCONTI AND ASSOCIATES WAS PAID IN FULL FOR SUBCONTRACT WORK PERFORMED ON AIR FORCE CONTRACT F41608-89-C-2026 AND THAT T. VISCONTI AND ASSOCIATES (JOINTLY AS A FLORIDA CORPORATION) AND THAT MR. THOMAS VISCONTI PERSONALLY REMOVED ALL CONTRACT PAYMENTS FROM THE CORPORATION, BANKRUPTED THE CORPORATION, LEFT BOTH CONTRACTORS AND EMPLOYEES UNPAID AND USED THE AIR FORCE CONTRACT FUNDS TO PAY OFF CAMPAIGN DEBTS INCURRED AS THE RESULT OF AN UNSUCCESSFUL CHALLENGE/RE-COUNT IN THE 1989/1990 RACE FOR U.S. CONGRESSIONAL DISTRICT 4 SEAT FROM CENTRAL FLORIDA.

8. I WILL PROVIDE WHATEVER ADDITIONAL DOCUMENTATION YOUR OFFICES REQUIRE TO SUPPORT MY COMPLAINT/ALLEGATIONS.

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 9th DAY OF October, 1992
Joan Long
NOTARY PUBLIC
MY COMMISSION EXPIRES 5/14/95

SUBSCRIBED AND SWORN
James P. Biel
JAMES P. BIEL
USAF ACADEMY, CLASS OF '71

ATTACHMENTS (A) THRU (D)
ATTACHMENT (D) INCLUDED AS REFERENCE CONTACT PAGE.

9304098898

ATTACHMENT (A)
PAGE 3 OF 15

CONSULTANT AGREEMENT

THIS AGREEMENT, made this 2ND day of [illegible], 19 90, between JAMES KIEL a/k/a _____ (hereinafter called Consultant) and T. Visconti & Associates, Inc. (hereinafter called TVA). Whereas TVA desires to utilize Consultant for work to be performed at TVA OCEAN BEACH, FL, and whereas Consultant has been engaged by TVA, The Parties agree as follows:

1. Consultant agrees to begin work on 1/2/90 at TVA OCEAN BEACH.

2. Consultant agrees to assign to TVA, or its nominee, all inventions, discoveries, and improvements made or perfected in the performance of, or arising our of the work performed by Consultant under this Agreement and agrees to execute all assignments and other papers which in the option of the Company, are necessary at any time to permit the filing and execution of any application for patents covering the said discoveries or improvements and to cooperate with the company, or its nominee, in the preparation, filing and prosecution of such applications.

3. TVA hereby agrees to pay consultant at the rate of $ 75.00 per DAY, effective on the day that Consultant reports for work. Consultant agrees that the approved work records at TVA or Client shall be conclusive as to the days worked and he shall not be entitled to any compensation for days not worked. Straight time is applicable to the work (no premium pay). Consultant agrees to invoice TVA for fees and expenses (if applicable) every three (3) weeks. Payment by TVA will be made within seven days thereafter.

4. Consultant will be paid a living expense allowance (Per Diem) of $ NA per day(s) per week, or, in lieu of per diem, actual expenses if the following block is initialed by TVA authority ☐, as of N/A and subject to the provisions outlined in TVA policy.

5. Consultant will be reimbursed for N/A air fare from N/A to N/A, upon receipt by TVA of Consultants air fare receipt. This N/A includes return air fare upon successful completion of the work.

6. Work is defined as the scope of services for the Client (or TVA) and includes either proposal consulting, engineering consulting, or data consulting services (graphics, word processing, or editing).

7. It is understood by the Parties that the Consultant offers his services to others besides TVA and is an Independent Contractor whose work schedule and direction is not dictated by TVA, but rather the consultant understands his scope of work (service) is contingent upon a time period of performance established by TVA or its Client and ageed upon mutually. Consultant is not entitled to any compensation for unemployment, holidays, sick leave, vacation or other days not worked. Consultant is liable for his own taxes and insurance.

8. All information obtained by Consultant in the performance of his work shall be considered as confidential and proprietary to TVA or to Client who supplies or provides such information. Consultant shall not at any time or after such contract, disclose such information nor the nature of the services which he renders for TVA or to Client, except to authorized representative of TVA or client. Consultant shall be bound by any applicable rules, regulations, or policies established by TVA or Client at whose place of business Consultant performs services.

9304099189 9

TVA CONSULTANT AGREEMENT, Page 2.

9. TVA or the Client may, at any time, and from time to time, and for any reason, by verbal notice instruct the consultant to cancel performance of the work. In this event, TVA will only be responsible for payment to the Consultant of accrued compensation and no other compensation is intended nor implied.

10. The Consultant agrees to indemnify and save harmless TVA, its Officers, and Directors, and Clients or subsequent, against all claims, liabilities, losses, damages and expenses, of every character whatsoever, for bodily injury, sickness and/or disease, including death at any time resulting therefrom sustained by such Consultant while in, or about the premises of TVA or its Client or the site of work, whether or not arising our of or in any way connected with the work, or with the Consultant's performance thereunder, and whether or not such injury, sickness and/or disease or due to any negligence on the part of such Consultant or on the part of TVA, its employees, agents or Clients.

11. For good consideration, and in consideration of the Consultant being employed by TVA, and having access to TVA marketing data, the Consultant hereby agrees that, upon termination of the work and notwithstanding the reason for the termination of the work, the Consultant will not compete with business of TVA. The term "not compete" for the purpose of this agreement means that the Consultant will not directly or indirectly perform work for TVA Clients associated with this work or for any firm whom TVA has actively solicited (i.e., established specific dialogue with and has prepared service and/or price quotations to for TVA services) while Consultant performs work for TVA. It is agreed by Consultant this non-compete agreement will remain in full force and effect for two years commencing with the date or work termination or unless release is agreed to earlier in writing by TVA.

12. Additional work may be required of Consultant from time to time on concurrent projects. Should this occur, TVA will pay Consultant an additional amount per day to be negotiated, agreed and executed by letter amendment to clause 13. Special Clauses below, signed by both parties.

13. Special Clauses: _____

14. This contains the entire agreement between parties, Theres are no representations or agreements except by writing executed by both parties, and Consultant acknowledges that he has carefully and fully read of the Agreement prior to the execution thereof.

By: James P. Kiel
Consultant

By: [illegible] Prendal
TVA
T. VISCONTI & ASSOCIATES, INC.
1089 W. Granada Blvd., Suite III

Consultant's Social Security # 350-38-4614
Or Employer's I.D. #

Consultant's Address:
P.O. BOX 4490 (868 PINEAPPLE RD)
SOUTH DAYTONA, FL 32121

Consultant's Phone # (904) 767-1478

9304099190 0

ATTN. (B)
PAGE 5 OF 15

INVOICE

FROM: James P. Kiel
P.O. Box 4490
South Daytona, FL 32121
SS# 350-38-4614

Invoice No. 90-003
Your Order No.
Date 7 March 1990
Client Approval (s)

TO: T. VISCONTI & ASSOCIATES, INC.
1089 W. Granada Boulevard
Ormond Beach, Florida 32074

Period	Description	Amount
11-17 February 1990	5 DAYS	$375.00
18-24 February 1990	5 DAYS PROOFREAD AND EDIT	375.00
25 FEB/TO/3 MAR 90	5 DAYS T-37 PUBLICATION AND	$375.00
4 MARCH TO 7 MARCH	2 DAYS TECHNICAL MANUALS.	150.00
	17 DAYS	$1,275.00
	Total Due	$1275.00

NOT PAID

9304099990

T. Visconti & Associates, Inc.

(B)

PAGE 6 OF 15

CONSULTANT'S WEEKLY TIME RECORD

From 4 MAR 90 To 7 MARCH 90

Consultant's Name JAMES P. KIEL

COST ACCOUNTING BREAKOUT - HOURS

DAY	DATE	Job # 89-108	Job #	Job #	Job #	Job #	Job #	TOTAL HOURS
SUNDAY	X	Ø						Ø
MONDAY	5 MAR	8						8
TUESDAY	6 MAR	8						8
WEDNESDAY	7 MAR							
THURSDAY	8 MAR							
FRIDAY	9 MAR							
SATURDAY	10 MAR							
WEEKLY TOTALS		16						16

CONSULTANT PLEASE NOTE:

THIS BREAKOUT IS FOR TVA INTERNAL COST ACCOUNTING PURPOSES ONLY AND DOES NOT RELATE TO YOUR FEE, INVOICING OR WORK SCHEDULE.

Remarks T-37 PUBLICATIONS — EDIT & PROOFREAD

I, the undersigned, certify that this is a true and accurate record of my working time for the period above mentioned.

James P. Kiel

CONSULTANT'S SIGNATURE

93040991902

TVA 106

T. Visconti & Associates, Inc.

CONSULTANT'S WEEKLY TIME RECORD

(B)

PAGE 7 OF 15

From 25 FEB 90 To 3 MAR 90

Consultant's Name JAMES P. KIEL

COST ACCOUNTING BREAKOUT – HOURS

DAY	DATE	Job # 89-018	Job #	Job #	Job #	Job #	Job #	TOTAL HOURS
SUNDAY	25	Ø						Ø
MONDAY	26	9						9
TUESDAY	27	9						9
WEDNESDAY	28	9						9
THURSDAY	1	8						8
FRIDAY	2	1Ø						10
SATURDAY	3	Ø						/
WEEKLY TOTALS		45						45

CONSULTANT PLEASE NOTE:

THIS BREAKOUT IS FOR TVA INTERNAL COST ACCOUNTING PURPOSES ONLY AND DOES NOT RELATE TO YOUR FEE, INVOICING OR WORK SCHEDULE.

Remarks T-37 PUBLICATIONS AND TECH. ORDERS PROOFREAD, RED-LINE, EDIT AND UPDATE.

I, the undersigned, certify that this is a true and accurate record of my working time for the period above mentioned.

James P. Kiel

CONSULTANT'S SIGNATURE

TVA 106

93040991903

T. Visconti & Associates, Inc.
...The Winning Edge

(B)
PAGE 8 OF 15

CONSULTANT'S WEEKLY TIME RECORD

From 18 FEB 90 To 24 FEB 90

Consultant's Name JAMES P. KIEL

COST ACCOUNTING BREAKOUT – HOURS

DAY	DATE	Job # 89-018	Job #	Job #	Job #	Job #	Job #		TOTAL HOURS
SUNDAY	18	Ø							Ø
MONDAY	19	8							8
TUESDAY	20	9							9
WEDNESDAY	21	8							8
THURSDAY	22	9							9
FRIDAY	23	9							9
SATURDAY	24	Ø							Ø
WEEKLY TOTALS		43							43

9304099190 4

CONSULTANT PLEASE NOTE:

THIS BREAKOUT IS FOR TVA INTERNAL COST ACCOUNTING PURPOSES ONLY AND DOES NOT RELATE TO YOUR FEE, INVOICING OR WORK SCHEDULE.

Remarks JOB 89-108 T-37 PUBLICATIONS
PROOF, EDIT & UPDATE

I, the undersigned, certify that this is a true and accurate record of my work time for the period above mentioned.

James P. Kiel
CONSULTANT'S SIGNATURE

TA-16

T. Visconti & Associates, Inc.
... The Winning Edge

(B)
PAGE 9 OF 15

CONSULTANT'S WEEKLY TIME RECORD

From FEB 11, To FEB 17, 1990

Consultant's Name James P. Kiel

COST ACCOUNTING BREAKOUT – HOURS

DAY	DATE	Job # 89-018	Job #	Job #	Job #	Job #	Job #		TOTAL HOURS
SUNDAY	11	/							Ø
MONDAY	12	9							9
TUESDAY	13	8							8
WEDNESDAY	14	8							8
THURSDAY	15	8							8
FRIDAY	16	8							8
SATURDAY	17	/							Ø
WEEKLY TOTALS		41							41

FEBRUARY

CONSULTANT PLEASE NOTE:

THIS BREAKOUT IS FOR TVA INTERNAL COST ACCOUNTING PURPOSES ONLY AND DOES NOT RELATE TO YOUR FEE, INVOICING OR WORK SCHEDULE.

Remarks T-37 PUBLICATIONS / ILS

UPDATE, EDITING AND REVISION OF T.O.'s PER

I, the undersigned, certify that this is a true and accurate record of my working time for the period above mentioned.

James P. Kiel
CONSULTANT'S SIGNATURE

TVA 136

9304099190 5

(B)
PAGE 10 OF 15

INVOICE

FROM: JAMES P. KIEL
P.O. BOX 4490
SO. DAYTONA, FL 32121
SS# 350-38-4614

TO: T. VISCONTI & ASSOCIATES, INC.
1089 W. Granada Boulevard
Ormond Beach, Florida 32074

Invoice No. 90-0002
Your Order No. CONTRACT SUPPORT
Date 12 FEBRUARY 1990
Client Approval (s)

Period	Description	Amount
21 JANUARY 1990 THRU 10 FEBRUARY 1990	TECHNICAL SUPPORT PROVIDED FOR PREPARTATION OF T-37 TECHNICAL MANUALS AND PUBLICATIONS INCLUDING PROOFREADING, EDITING, AND MIL-SPECIFICATION RESEARCH.	
	FIFTEEN (15) DAYS OF ON-SITE SUPPORT AND TECHNICAL SERVICES PROVIDED AT CONTRACTED BILLING RATE OF $75.00 PER DAY.	$1,125.00
	CALENDAR DATES AND JOB-ORDER HOURS PROVIDED ON ATTACHED TIME RECORD.	==========
	INVOICE TOTAL	$1,125.00
	PAID CHECK No. 32492 DATED 2/26/90 $ 2,175.00	
	Total Due	

9304099190

T. VISCONTI & ASSOCIATES INC.
1089 WEST GRANADA BLVD., SUITE [redacted]
ORMOND BEACH, FL 32074-5910

SUN BANK OF VOLUSIA COUNTY
GRANADA BLVD., OF[redacted]
ORMOND BEACH, FL [redacted]
63-530/41 631

(B) 32491
PAGE 11 OF 15

PAY TO THE ORDER OF — Two Thousand One Hundred Seventy five Dollars xx/100

DATE Feb 26/90

AMOUNT $2175.00

Mr Kiel James P.

AE34 ⑈032491⑈ ⑆063105308⑆053204190877 0⑈

AE34 (1098)

3249

INV. 90-0001 - 2 JAN - 20 JAN/90 $1050.00
INV. 90-0002 21 JAN - 10 FEB - 1125.00

$2175.00

.93040991907

ATTACHMENT (C)
PAGE 12 OF 15

6/[illegible]/92
1-4[illegible]-9000
BLA. SECT. OF STATE
CORPORATION

MARTIN C. BOIRE
ATTORNEY AT LAW
125 EAST INDIANA AVENUE, SUITE B, DELAND, FLORIDA 32724-4329
POST OFFICE DRAWER 879, DELAND, FLORIDA 32721-0879
DELAND (904) 734-8165 • DAYTONA (904) 254-0403
FAX (904) 734-8210

[THERESA]
T. VISCONTI & ASSOCIATES, INC.
CORP. FILE ID. #1/85707
REG. AGENT
NADJA DECKER
SECT. TREAS
P.O. BOX 7
ORMOND B
32175-7007

June 25, 1992

Mr. James Kiel
P.O. Box 4490
S. Daytona, FL 32121

Dear Mr. Kiel:

This letter follows our very brief telephone conversation of today. The purpose of this letter is to inform you that, as T. Visconti and Associates pointed out to you in 1990, your invoice is disputed. The dispute arises out of your quitting employment in the middle of a very large project. Not only does this deprive you of compensation for same, but also makes you liable for damages arising out of lost time and the need to expend other and additional employee time to cover your work, in order to complete the project. In short, you breached your employment contract. Notice is also given that if you desire to file a lawsuit to litigate this matter, according to your invoices and employment contract the proper defendant would be T. Visconti and Associates, Inc., a Florida Corporation. If you frivolously file a lawsuit against any other entity we will pursue reimbursement under Florida Statute 57, for the filing of a frivolous lawsuit against that entity.

Thank you.

Sincerely,

Martin C. Boire, Esquire

MCB:slc

JAMES P. KIEL
TO REABEN VEST
V.P. Operation/Saberliner

(314) 537-9587
ATTN: JANICE

93040991908

MARTIN C. BOIRE
ATTORNEY AT LAW
125 EAST INDIANA AVENUE
DELAND, FLORIDA 32724-4329

MID-FLORIDA MPC, FL 327
FM
26 JUN
1992

THE B-52's
T OF
CN OF
T.
LPR

Mr. James Kiel
P.O. Box 4490
S. Daytona, FL 32121

ATTACHMENTS (D) BACKGROUND DATA
PAGE 13 OF 15

Sabreliner.
CORPORATION

In Reply Refer to:
SABR-2026-90-069

JAMES P. KIEL

19 January 1990

[RUBEN VEST]
V.P. Operations

Mr. Fred Story
T. Visconti and Associates, Inc.
1089 W. Granada Blvd., Suite III
Ormond Beach, Florida 32174

KELLY AFB / (512) 925-1110

Subject: Contract F41608-89-C-2026
Response on Missing Pages of Reproducibles

Enclosure: Government Letter dated 16 January 1990 from C. Lozano (SA-ALC) to R. Buschkoetter (Sabreliner)

CONTRACTING OFFICER → (512) 925-7959
PROJECT MGR — [SARAH ADKINS]
ELSIE TRAVINIO (512) 925-3016

Dear Fred:

Please find enclosed the majority of missing pages from Air Force Publications per our request.

Sabreliner request your review of the enclosed and provide a status of those still outstanding or which are unusable at the Program Management Review scheduled for 25 January 1990 at SwRI.

If you have any questions regarding the above, please call me at (314) 537-3660, extension 2533.

Sincerely,

6/24/92 [JOYCE]

Rod Buschkoetter
Manager
Government Contracts

RB/jlh

FAX → (314) 537-9587

MR. JOHN W. KING

COPY TO	
Tom V.	☑
Nadja	☑
Tom B.	☐
Fred S.	☑
Jim K.	☑
J. P. PAKULA	☐
Brochure File	☐
Reading File	☑
Co. File	☑
FAX	☐
Inter. Memo.	☐

9304099 1909

18118 Chesterfield Airport Road • Chesterfield, Missouri 63005-1121 • (314) 537-3660

ATTACHMENT (D)
PAGE 14 OF 15

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS SAN ANTONIO AIR LOGISTICS CENTER (AFLC)
KELLY AIR FORCE BASE, TEXAS 78241

16 JAN 1990

REPLY TO ATTN OF: MMDDR

SUBJECT: Missing Pages from Reproducibles Copy for T-37 Technical Orders, Contract F41608-89-C-2026

RECEIVED
JAN 19 1990
GOVERNMENT CONTRACTS
SABRELINER CORP.

TO: Sabreliner Corporation
Mr Rod Buschkoetter
18118 Chesterfield Airport Road
Chesterfield MO 63005-1121

1. References:

a. SABR-2026-89-048 letter 22 Dec 89, addressed to Mr John W. King, Contracting Officer, Kelly AFB Texas.

[512] 925-6506

b. T. Visconti and Associates, Inc., letter 5 Dec 89, addressed to Mr Paul Gerlach, Program Manager, Sabreliner Copy (attached).

2. The following pages are forwarded as identified in Reference a:

1T-37B-3	Page 1-15 (Change 29)
	Page 2-34 (Change 54)
	Page 4-31 (Change 36)
1T-37B-4S-79	
1T-37B-36S-9	
1T-37B-36S-10	
1T-37B-2-7	Page 3-6 (Basic)
1T-37B-2-8	Page 1-22C (Change 19, 1 Oct 73)
	Page 1-23 (Change 14, 1 Sep 70)
	Page 1-82A (Change 48, 1 Aug 87)
	Page 1-93 (Change 28, 1 Feb 79)
	Page 1-95 (Change 31, 30 Apr 81)

3. The reproducible copies received by Visconti in Reference b, for TOs 1T-37B-23 and 1T-37B-2-7 are the baseline required for your contract effort.

4. The reproducible copy for TOs 1T-37B-06 and 1T-37B-6 will be provided to you not later than 1 Mar 90.

9304099910

ATTACHMENT (D)
PAGE 15 OF 15

5. If additional information is required, point of contact is Diana Maldonado, SA-ALC/MMDDR, Area Code (512) 925-6941.

Carmen C. Lozano

CARMEN C. LOZANO
Chief, Aircraft & Engines TO Rqmts Section
Directorate of Materiel Management

13 Atchs
1. Visconti & Assoc Ltr, 5 Dec 89
2. 2 Thru 13 as shown in Para 2

cc: PMWRA/John W. King w/o Atch
MMSRB/Pete Flores w/o Atch

(512) 925-4485 PETE FLORES
Ref. to Contracts Sect.

(512) 925-3016
ELSIE TRAVINIO

7/10/92

MIKE CHADWICK

9304099191 1

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 16, 1992

James P. Kiel
P.O. Box 4490
South Daytona, FL 32121-4490

RE: MUR 3649

Dear Mr. Kiel:

This letter acknowledges receipt on October 9, 1992, of your complaint alleging possible violations of the Federal Election Campaign Act of 1971, as amended ("the Act"), by Thomas Fredrick Visconti, Tom Visconti for Congress Committee and T. Visconti and Associates, Inc. The respondents will be notified of this complaint within five days.

You will be notified as soon as the Federal Election Commission takes final action on your complaint. Should you receive any additional information in this matter, please forward it to the Office of the General Counsel. Such information must be sworn to in the same manner as the original complaint. We have numbered this matter MUR 3649. Please refer to this number in all future correspondence. For your information, we have attached a brief description of the Commission's procedures for handling complaints.

Sincerely,

Lisa E. Klein
Assistant General Counsel

Enclosure
Procedures

93040991912

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 16, 1992

Mr. Thomas Fredrick Visconti
Tom Visconti for Congress Committee
1 Sea Hawk Drive
Ormond Beach, FL 32074

RE: MUR 3649

Dear Mr. Visconti:

The Federal Election Commission received a complaint which indicates that you and the Tom Visconti for Congress Committee may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 3649. Please refer to this number in all future correspondence.

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

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

93040991913

If you have any questions, please contact Craig D. Reffner, the attorney assigned to this matter, at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,

Lisa E. Klein
Assistant General Counsel

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

93040991914

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 16, 1992

T. Visconti & Associates, Inc.
c/o Martin C. Boire, Esq., Registered Agent
125 E. Indiana Avenue, Suite B
Deland, FL 32724

RE: MUR 3649

Dear Mr. Boire:

The Federal Election Commission received a complaint which indicates that T. Visconti & Associates, Inc. may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 3649. Please refer to this number in all future correspondence.

Under the Act, T. Visconti & Associates, Inc. have the opportunity to demonstrate in writing that no action should be taken against it in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

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

93040991915

If you have any questions, please contact Craig D. Reffner, the attorney assigned to this matter, at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,

Lisa E. Klein
Assistant General Counsel

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

93040991916

T. Visconti & Associates, Inc.
Post Office Box 7 • Ormond Beach, FL 32175-0007

RECEIVED
FEDERAL ELECTION
COMMISSION
MAIN COPY ROOM

Friday, October 23, 1992 VIA CERTIFIED MAIL P 286 - 618 - 229

OCT 26 2 11 PM '92

Ms. Lisa E. Klein, Assistant General Counsel
Federal Election Commission
Washington, D.C. 20463

92 OCT 26 PM 4:
RECEIVED
FEDERAL ELECTION COMMISSION

Re: MUR 3649

Dear Ms. Klein:

Thank you for your letter to Mr. Martin Boire dated October 16, 1992 regarding the above captioned matter. Although I am no longer an officer of T. Visconti & Associates, Inc., a Florida corporation, Mr. Boire and the existing corporation officers asked me to respond to the complaint since I was the corporation's officer in charge at the time the allegations in the complaint would have taken place.

At this time, we do not wish to be represented by counsel. However, the corporation (hereinafter, "TVA") and I reserve the right to secure counsel in the future in this matter.

The following facts constitute answers to each of the allegations of the complainant's letter dated 09 October 1992:

Complainant's *"SUBJECT: Use of U.S. Air Force Contract Monies To Pay Off Campaign Debts"*. This reference is incorrect; no corporation revenues, from any source, were used to pay off any campaign debts, as proven in Item 7, below.

Complainant's Item "1.". I affirm that the complainant was an independent contractor to TVA from 2 January 1990 through 7 March 1990, when TVA terminated his contract.

Complainant's Item "2.". I affirm that TVA had a subcontract with Sabreliner Corporation on USAF contract F4108-89-C-2026.

Complainant's Item "3.". I disagree with the complainant's statement ".. *I voluntarily left the position*..". First, the complainant was not an employee (hence, there was no "*position*"), rather a contractor with specific scope of work, including responsibilities for due diligence and quality work. TVA supervisory staff found that the complainant's inavailability, poor work quality and lack of diligence were causing TVA staff to work longer hours to meet schedule, causing TVA to lose money. The complainant was told that the Consultant Agreement (pages 3 and 4 of 15 in the complainant's letter) was terminated because its terms were violated and that the remedy for loss of TVA income as a result of poor workmanship was being witheld from complainant's last invoice. Please refer to affidavit as Exhibit "A". Other affidavits from previous TVA employees and contractors substantiating this fact can be provided.

Complainant's Item "4".. I disagree with complainant's statement that TVA's attorney "*invited*" complainant to sue TVA. TVA attorney's letter (page 12 of 15 of the complainant's letter) doesn't imply an invitation, it explains TVA's position and warns against frivolous lawsuits. TVA asked its attorney to answer complainant's verbal demands for $1,275; curiously, these demands started for the first time in June 1992, two full years after complainant's breach of contract.

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Complainant's Item "5.". I have no relevant comment.

Complainant's Item "6.". I affirm that Sabreliner has fully paid TVA for work under the contract. So did at least three other clients (all commercial ones) during this period. The remainder of complainant's statement under this item is not understood and is probably irrelevant.

Complainant's Item "7." As stated above, TVA was paid in full by Sabreliner Corporation. However, the complainant's statement that [TVA].. *jointly...and that Mr. Thomas Visconti personally removed all contract payments from the corporation, bankrupted the corporation, left contractors and employees unpaid and used Air Force contract funds to pay off campaign debts incurred as a result of an unsuccessful challenge/re-count in the 1989/1990 race for U.S. Congressional District 4 seat from Central Florida.*"..is totally false. First, I ran for congress in the August 1988 primary, two years before the complainant's statement of "*1989/1990 race*", and I never ran after that time as FEC records indicate - this was a full two years before complainant even came on the TVA scene, and two years before TVA had a subcontract with Sabreliner for the USAF work. Second, as contained in the past four years' FEC Form 3's filed with your office, the last being July 10, 1992, the only debts incurred by my 1988 campaign were: one to TVA for campaign assistance services; and one to me as a loan. Because the committee has no assets, these debts have not been paid by the committee (this is exactly opposite of using corporate revenues to "*pay off campaign debts*" - the debt has been constant for four years with no pay off for anything).

Complainant's Remaining Pages "13 thru 15". These letters don't appear to be relevant to the complaint. If anything their presence shows them to be illegally taken by the complainant from TVA files - a criminal offense and another breach of contract by the complainant.

Ms. Klein, I believe that the above information demonstrates factual truth, that the complainant's statements are not correct, are disingenuous, and possibly reflect malice and/or frivolousness , and that no action should be taken against TVA nor myself by the FEC since there was no violation of the Federal Election Campaign Act of 1971.

I am willing to cooperate with the FEC in any way that I can to bring this matter to resolution. Please let me know if I can be of further assistance in this matter.

Very truly yours,

Thomas F. Visconti
Consultant to TVA

enclosure (1)

cc: Mr. Martin Boire, Esquire; Ms. Nadja Decker, TVA President

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EXHIBIT "A"

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me this day personally appeared NADJA MEDVED DECKER, who, being duly sworn, deposes and sayeth:

"I, NADJA MEDVED DECKER, of 1 Sea Hawk Drive, Ormond Beach, Florida, am President of T. Visconti & Associates, Inc., a Florida Corporation (hereinafter "TVA"), located in Ormond Beach, Florida. During the period of 1 January, 1988 through 31 December, 1991, I was the TVA Secretary/Treasurer and Business Office Manager. During the period of 2 January, 1990 through 7 March, 1992, Mr. James P. Kiel was contracted by TVA to perform editorial services for a TVA subcontract with Sabreliner Corporation for a USAF technical manual project. Mr. Kiel was given the responsibility to diligently edit change pages to the manuals on a free-lance, as required basis in exchange for a contracted amount of money. Mr. Kiel was to satisfactorily coordinate his efforts with those of other TVA contractors and employees to ensure Sabreliner's schedule was achieved. Mr. Kiel's products were consistently late and of poor quality and he was warned by me on several occasions that he was in violation of his contract with TVA and his poor quality of work was costing TVA much more money than he was being paid. Finally, on 7 March, 1990, I terminated the services and contract with Mr. Kiel due to his reluctance to correct mistakes of his work. He sent TVA an invoice for $1,275 for the period of work 11 February, 1990 through 7 March, 1990. I rejected this invoice and explained by phone to Mr. Kiel that it cost TVA more than $2,000 in other contractor work and employee overtime to correct Mr. Kiel's mistakes and to bring his work back on Sabreliner's schedule. At the time of this telephone conversation, Mr. Kiel appeared to understand why his invoice was rejected and, for two years subsequent to this telephone conversation, no claims from Mr. Kiel were filed with TVA or any other entity. On June 24, 1992, I received a telephone call from Mr. Kiel at my private residence and he stated that he was broke and needed a job. When I told him that TVA was no longer in business, he went into a tirade and indicated he was going to make trouble for TVA and Mr. T. F. Visconti with lawsuits, through the USAF, Sabreliner, etc. for the rejected invoice amount. He did not mention that he would contact the Federal Election Commission at that time. I then referred Mr. Kiel to TVA's attorney, Mr. Martin Boire. Subsequently, Mr. Boire advised Mr. Kiel verbally and by letter that Mr. Kiel's invoice was rejected two years previously and to refrain from harassing me."

NADJA MEDVED DECKER

Sworn to and subscribed before me this 23rd Day of October A.D., 1992.

MARGARET A. VALLEY
MY COMMISSION EXPIRES
JANUARY 31, 1993
#CC 174497
NOTARY PUBLIC STATE OF FLORIDA

NOTARY PUBLIC
STATE OF FLORIDA

My Commission expires: _____

The foregoing instrument was acknowledged before me this 10-23-92 by Nadja Medved Decker who is personally known to me or who has produced Driver's Lic as identification and who did (not) take an oath.

Notary Public Margaret A. Valley
Commission No. CC 174497

9304091919

MARTIN C. BOIRE
ATTORNEY AT LAW
125 EAST INDIANA AVENUE, SUITE B, DELAND, FLORIDA 32724-4329
POST OFFICE DRAWER 879, DELAND, FLORIDA 32721-0879
DELAND (904) 734-8165 • DAYTONA (904) 254-0403
FAX (904) 734-8210

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October 23, 1992

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FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

Ms. Lisa E. Klein
Assistant General Counsel
Federal Election Commission
Washington, DC 20463

Re: MUR 3649

Dear Ms. Klein:

As Visconti, Inc. has notified you, I am not representing them in this matter. However, I do have one piece of evidence which I am writing to have you insert into your file. When Mr. Kiel phoned my office in a somewhat disoriented manner, he was seeking collection of monies which he alleged Visconti, Inc. owed him. I told him I had no personal knowledge of the situation, and would be glad to check with my client and get back with him. I did just that, and I our telephone conversation either on June 25, 1992 I conveyed to him the reasons that he would not be paid, which reasons were detailed in my letter of June 25, 1992.

The purpose of the last sentence of that letter was precisely this complaint which has now been filed with the FEC. During his conversation, Mr. Kiel sated that if Visconti, Inc. made things difficult for him, he would raise a claim with the FEC (Federal Elections Commissions) for violations of the Federal Campaign acts, and that maybe then Mr. Visconti would pay him. I told him that any such frivolous complaint motivated primarily by debt collection purposes rather than the veracity of the claim, would be dealt with in the strongest ways provide for by law for the filing of such complaints.

I told him that if he wanted to file a lawsuit, the correct corporate defendant was T. Visconti and Associates, Inc., and that he should have the complaint served on me as the registered agent. He could then litigate the matter and determine any monies that he alleges that he might be owed. He stated that he would not waste his time filing a useless lawsuit against a "bankrupt corporation that wants to walk away from its debts and screw the little guy," that he was going to the FEC if we didn't pay the debt. Hence the cautionary language in my letter.

I therefore view the complaint as probably being nothing more than a camouflaged attempt for an ulterior purpose.

Thank you.

Sincerely,

Martin C. Boire, Esquire

MCB:slc

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Tom Visconti
Post Office Box 7 • Ormond Beach, FL 32175-0007

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FEDERAL ELECTION
COMMISSION
MAIN COPY ROOM

OCT 31 10 27 AM '92

Wednesday, October 28, 1992

VIA CERTIFIED MAIL P 286 618 230

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
92 NOV -2 PM 4: 17

Ms. Lisa E. Klein, Assistant General Counsel
Federal Election Commission
Washington, D.C. 20463

Re: MUR 3649

Dear Ms. Klein:

Thank you for your letter of October 14, 1992 regarding MUR 3649, which I only received today because your letter was sent to the wrong address. The correct mailing address for me and the Committee is as indicated above and as shown on FEC records.

I am providing, as Exhibit "A", my statement and that of the Tom Visconti for Congress Committee, under oath. If I can be of further assistance in this matter, please feel free to call on me at your convenience.

Very truly yours,

Tom Visconti
Individually and as Treasurer of the Tom Visconti for Congress Committee

enclosure

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EXHIBIT "A"

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me this day personally appeared THOMAS F. VISCONTI, who, being duly sworn, deposes and sayeth:

"I, Thomas F. Visconti, of 1 Sea Hawk Drive, Ormond Beach, Florida, am Treasurer of the Tom Visconti for Congress Committee, a registered Federal Election Commission (FEC) Committee (hereinafter "Committee"), located at P. O. Box 7 in Ormond Beach, Florida 32175. No action should be taken against me or the Tom Visconti for Congress Committee (Committee) regarding the complaint because the complaint is totally false. As evidence, I refer the FEC to the letter sent by me and T. Visconti & Associates, Inc. (TVA) to the FEC on October 23, 1992. In addition, I refer the FEC to all of the FEC Form 3's submitted by the Committee to the Office of the House Clerk (and from there to FEC) from 1988 to present, which consistently and factually show that: 1) the Committee was inactive since the Primary Election in 1988 but has not been dissolved due to outstanding debts (per FEC rules); 2) no political contributions or expenditures for or by the Committee were made since the final 1988 Post Primary Report through the present; 3) the Committee owes $53,991.73 to me and TVA for loan and services, respectivley, since the 1988 Post Primary Report until present, has no assets in which to pay off these debts and did not receive any money from any source to pay off these debts: and, 3) the period in which the complainant states the alleged violation occurred could not have taken place because I have never ran for Congress since 1988 and, therefore, the Committee or myself could not have received or expended campaign funds. Further, other than the above mentioned FEC Form 3's, which the FEC has, there are no other materials that can be submitted from me or the Committee to further prove no violation took place because no money or other valuable instrument was transferred or executed in any way or it would have been reported."

THOMAS F. VISCONTI

Sworn to and subscribed before me this 28th Day of October A.D., 1992.

Elizabeth M. Brown
NOTARY PUBLIC
STATE OF FLORIDA

My Commission expires ELIZABETH M. BROWN
NOTARY PUBLIC, STATE OF FLORIDA
COMM. EXP. OCTOBER 27, 1995
#CC155387

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MUR # 3649

ADDITIONAL DOCUMENTS WILL BE ADDED TO THIS FILE AS THEY BECOME AVAILABLE. PLEASE CHECK FOR ADDITIONAL MICROFILM LOCATIONS.

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

THIS IS THE End of MUR# 3649

DATE FILMED 10/29/93 CAMERA NO. 2

CAMERAMAN MC

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FEDERAL ELECTION COMMISSION
WASHINGTON DC 20463

✓ Microfilm

Public Rcds

Press

THE FOLLOWING DOCUMENTATION IS ADDED TO

THE PUBLIC RECORD IN CLOSED MUR 3649.

12/10/93

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THE READER IS REFERRED TO ADDITIONAL MICROFILM LOCATIONS

FOR THE FOLLOWING DOCUMENTS PERTINENT TO THIS CASE

1. Memo, General Counsel to the Commission, dated September 22, 1992, Subject: Priority System Report. See Reel 354, pages 1590-94.

2. Memo, General Counsel to the Commission, dated April 14, 1993, Subject: Enforcement Priority System. See Reel 354, pages 1595-1620.

3. Certification of Commission vote, dated April 28, 1993. See Reel 354, pages 1621-22.

4. General Counsel's Report, In the Matter of Enforcement Priority, dated December 3, 1993. See Reel 354, pages 1623-1740.

5. Certification of Commission vote, dated December 9, 1993. See Reel 354, pages 1741-1746.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

DEC 1 0 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

James P. Kiel
P. O. Box 4490
South Daytona, FL 32121-4490

RE: MUR 3649

Dear Mr. Kiel:

On October 9, 1992, the Federal Election Commission received your complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act").

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against Thomas Frederick Visconti, the Tom Visconti for Congress Committee, and T. Visconti & Associates, Inc. See attached narrative. Accordingly, the Commission closed its file in this matter. This matter will become part of the public record within 30 days.

The Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Sincerely,

Craig D. Reffner
Attorney

Attachment
Narrative

Date the Commission voted to close the file: DEC 0 9 1993

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MUR 3649
TOM VISCONTI

This matter arose by a complaint from James Kiel alleging that Thomas Visconti used funds from T. Visconti & Associates, Inc., to satisfy debts incurred in connection with his 1990 congressional campaign. Disclosure materials show that Mr. Visconti was not a 1990 congressional candidate, but rather a candidate in Florida's 1988 Fourth Congressional District election. In his response, the candidate denies using corporate funds to satisfy his 1988 campaign debts. He acknowledges that his campaign committee is indebted to T. Visconti & Associates, Inc., and explains that during the election the corporation provided various services to his campaign. T. Visconti & Associates, Inc., has apparently filed for bankruptcy.

This case presents no significant issues relative to the other issues pending before the Commission, evidences no serious intent to violate the law, and involves an inexperienced player.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

DEC 10 1993

Mr. Thomas Frederick Visconti
1 Sea Hawk Drive
Ormond Beach, FL 32074

RE: MUR 3649
Thomas Frederick Visconti
Tom Visconti for Congress Committee
T. Visconti & Associates, Inc.

Dear Mr. Visconti:

On October 16, 1992, the Federal Election Commission notified you, the Tom Visconti for Congress Committee, and T. Visconti & Associates, Inc. of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against you, the Tom Visconti for Congress Committee, and T. Visconti & Associates, Inc. See attached narrative. Accordingly, the Commission closed its file in this matter.

The confidentiality provisions of 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record prior to receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact me at (202) 219-3400.

Sincerely,

Craig D. Reffner
Attorney

Attachment
Narrative

Date the Commission voted to close the file: DEC 09 1993

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MUR 3649
TOM VISCONTI

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