



FEDERAL ELECTION COMMISSION

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

THIS IS THE END OF MUR # 420

Date Filmed 12/20/78 Camera No. --- 2

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RECEIVED  
FEDERAL ELECTION  
COMMISSION

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October 5, 1978

78 OCT 10 AM 11:58

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

Re: Heftel Broadcasting Corporation and Heftel Broadcasting Inc.  
In-kind corporate contributions to Congressional candidate  
Cecil Heftel (MUR 420/77).

Dear Mr. Oldaker:

I have learned from published news reports that the Federal Election Commission has fined Rep. Cecil Heftel \$1,330 for accepting illegal non-monetary contributions from his broadcasting company during the 1976 campaign. The newspaper articles indicate that the fines result from an audit made by the FEC because of my concerns. Although I have yet to formally learn from your office on this matter, I presume that this matter relates to my complaints of March 4 and September 13, 1977.

I wish to use this means to express my thanks to the Federal Election Commission and its staff for helping Mr. Heftel correct the wrong committed to the people of Hawaii as well as candidates from both political parties who opposed Mr. Heftel in the 1976 primary and general elections. For the record, I would like it also to be noted that the financial oversight of Mr. Heftel was the second one he acknowledged "on a delayed basis". As you will recall from your August 4, 1977 letter, Mr. Heftel filed another report on March 17, 1977 to pay for the use of his corporation in his election after I had filed my original complaint.

Notwithstanding Mr. Heftel's two admissions of failure to report corporate campaign donations, I can appreciate his efforts to downplay the underpayments by claiming that the total represents only about one-tenth of one percent of his campaign expenditures of nearly \$600,000. His remarks, however, are reminiscent of the young lady who was not overly concerned about the future because she was "only a little bit pregnant." Mr. Heftel's attempts to downplay the complaints are also vaguely reminiscent of former U. S. Attorney General John Mitchell who described the Watergate break-in as "a third rate burglary."

For your information, since I filed my original complaint, evidence of other financial discrepancies have been brought to my attention by others in the community who remain concerned about the

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Mr. William C. Oldaker  
October 5, 1978  
Page Two

use of publicly licensed television stations for personal political advantage. In my opinion, however, no great value would be provided the public by pursuing the matter at this time. Perhaps it may be of value to share these figures at a later date.

As a former journalist and part-time journalism instructor, I am grateful that at least one government commission has taken some action which may deter further abuses of media corporations by their owners in the future. The positive action of the Federal Election Commission in this regard contrasts with the cautious reluctance and bureaucratic pussyfooting of the Federal Communication Commission to act on the more serious charges of social control and political tilting of advertising and news to favor Mr. Heftel as outlined in the more detailed correspondence filed with the FCC in November, 1976, and from which my charges to your office originated.

Perhaps one of the important long-range results of my concerns as a private citizen is that the Federal Communications Commission may more objectively serve as an advocate for the public as passionately as it represents the industry which it is supposed to regulate. Perhaps the FEC may even be able to provide the FCC with some creative counsel on how to more effectively carry out its statutory role as a public watchdog.

Most significantly, I hope that my lengthy discussions with the FEC, the FCC, and Honolulu Community Media Council will have helped to inform or educate the public concerning the power of television in political campaigning today -- particularly when television is slanted on behalf of owner-candidates or others who have the money to control this medium.

Again, my thanks in coming to grips with my citizen complaint.

Sincerely,



Alf Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

xc: Bob Fiske, Honolulu Community Media Council  
William B. Ray, Federal Communications Commission

Alf Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821



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Mr. William C. Oldaker  
General Counsel  
Federal Election Commission  
1325 K Street, N. W.  
Washington, D. C. 20465

RECEIVED  
FEDERAL ELECTION  
COMMISSION

ACC 5102

**WILLIAMS & JENSEN**  
**A PROFESSIONAL CORPORATION**

LAWYERS

1101 CONNECTICUT AVENUE, N.W.

WASHINGTON, D. C. 20036

October 2, 1978

78 OCT 10 AM 11:52

806779

TELEPHONE  
(202) 659-8201

PAUL ARNESON  
MICHAEL BAUER  
GAIL E. BOWMAN  
WINFIELD P. CRIGLER  
DONALD C. EVANS, JR.  
ROBERT E. GLENNON  
ROBERT E. JENSEN  
CAROLE L. KUEBLER  
FORBES MANER  
JOHN J. McMACKIN, JR.\*  
GEORGE G. OLSEN  
J. D. WILLIAMS

\*NOT ADMITTED IN D.C.

Ms. Mariam Aguiar  
Federal Election Commission  
4th Floor  
1325 K Street, N.W.  
Washington, D.C. 20463

Dear Ms. Aguiar:

Enclosed is the original of the Friends of Cecil Heftel  
Committee conciliation agreement as promised.

Thank you for your cooperation.

Sincerely,

*Linda Gordon*  
Linda Gordon

Enclosure

2004013101

BEFORE THE FEDERAL ELECTION COMMISSION  
August 3, 1978

48814

806116

In the Matter of )  
Friends of Cecil Heftel )  
Committee )

SEP 12 10 51  
MUR 420 (77)

CONCILIATION AGREEMENT

This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA ) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the campaign of Cecil Heftel for Congress and the Heftel Broadcasting Company, Inc. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Friends of Cecil Heftel Committee (hereinafter the "Committee") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Committee agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

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I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

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

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Respondent Committee registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Respondent Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to the Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Respondent Committee used five (5) hourly employees of the Corporation and a 1959 vehicle belonging to the Corporation to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Respondent Committee used the Corporation's employees and vehicle described in

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item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. The Respondent Committee made reimbursement to the Corporation for the use of its office space, furniture, employees and vehicle, and then reported these reimbursements to the Commission, as follows:

1. Respondent Committee paid the Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977 Respondent Committee reimbursed the Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. Respondent Committee reimbursed the Corporation for "office supplies" on August 3, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Committee believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

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IV. The FECA of 1971, as amended (the Act), prohibits candidates and political committees from accepting in-kind contributions from corporations.

V. Respondent Committee's failure to pay a commercially reasonable amount for the use of the Corporation's office space, employees and vehicle within a commercially reasonable time after they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b.

VI. Respondent Committee will pay a civil penalty in the amount of \$1,330, pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. Respondent Committee will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

VIII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

IX. Should Cecil Heftel again become a candidate subject to the Act, Respondent Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

GENERAL CONDITIONS

X. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

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XI. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XII. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XIII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

9/22/78  
Date

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

Sept 12, 1978  
Date

  
Carol L. Kuebler, Esquire  
Counsel  
Friends of Cecil Heftel

101:80662

WILLIAMS & JENSEN  
A PROFESSIONAL CORPORATION  
LAWYERS  
1101 CONNECTICUT AVENUE, N.W.  
WASHINGTON, D.C. 20036

REC'D OCT 16 11:52

Federal Election Commission  
4th Floor  
1325 K Street, N.W.  
Washington, D.C. 20463  
Attn: Marian Aguilar





FEDERAL ELECTION COMMISSION

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

October 2, 1978

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Mr. Alf Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

Re: MUR 420 (77)

Dear Mr. Pratte:

This is in reference to the complaint you filed with the Commission concerning possible violations of the Federal Election Campaign Act of 1971, as amended, by Cecil Heftel, a candidate for election in 1976 to the U.S. House of Representatives from Hawaii, and the Heftel Broadcasting Company, Inc.

Our investigation of this matter led the Commission to conclude that there was reasonable cause to believe that the Friends of Cecil Heftel Committee and the Heftel Broadcasting Company, Inc. violated 2 U.S.C. §441b in connection with the use by the Committee of corporate office space, employees, furniture and a vehicle.

On September 21, 1978, the Commission voted to enter into conciliation agreements with the Committee and the Corporation and close the file. These agreements, among other things, set out the facts in this matter and provide for the payment of civil penalties by both respondents. Copies of both agreements are enclosed.

Should you have any questions, please contact Lester Scall, the Commission attorney assigned to this matter, at 202-523-4052.

Sincerely,

A handwritten signature in cursive script, appearing to read "William C. Oldaker".

William C. Oldaker  
General Counsel

Attachments

78040082103

BEFORE THE FEDERAL ELECTION COMMISSION  
August 3, 1978

CDC 4844

806116

In the Matter of )  
Friends of Cecil Heftel )  
Committee )

SEP 12 10:51  
MUR 420 (77)

CONCILIATION AGREEMENT

This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the campaign of Cecil Heftel for Congress and the Heftel Broadcasting Company, Inc. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Friends of Cecil Heftel Committee (hereinafter the "Committee") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Committee agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

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

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

79040082100

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Respondent Committee registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Respondent Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to the Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Respondent Committee used five (5) hourly employees of the Corporation and a 1959 vehicle belonging to the Corporation to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Respondent Committee used the Corporation's employees and vehicle described in

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item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. The Respondent Committee made reimbursement to the Corporation for the use of its office space, furniture, employees and vehicle, and then reported these reimbursements to the Commission, as follows:

1. Respondent Committee paid the Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.
2. On March 17, 1977 Respondent Committee reimbursed the Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.
3. Respondent Committee reimbursed the Corporation for "office supplies" on August 3, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Committee believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

IV. The FARA of 1971, as amended (the Act), prohibits candidates and political committees from accepting in-kind contributions from corporations.

V. Respondent Committee's failure to pay a commercially reasonable amount for the use of the Corporation's office space, employees and vehicle within a commercially reasonable time after they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b.

VI. Respondent Committee will pay a civil penalty in the amount of \$1,330, pursuant to 2 U.S.C. §437c(a)(6)(B).

VII. Respondent Committee will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

VIII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

IX. Should Cecil Heftel again become a candidate subject to the Act, Respondent Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

#### GENERAL CONDITIONS

X. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437c(a)(1) concerning the matters at issue in this Agreement 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.

XI. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XII. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XIII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

9/22/78  
Date

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

Sept 17 1978  
Date

  
Carol D. Nuebler, Esquire  
Counsel  
Friends of Cecil Heftel

1001078211



FEDERAL ELECTION COMMISSION

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

September 25, 1978

Carole L. Kuebler, Esquire  
Williams & Jensen  
1101 Connecticut Avenue, N.W.  
Washington, D.C. 20036

Re: MUR 420(77)

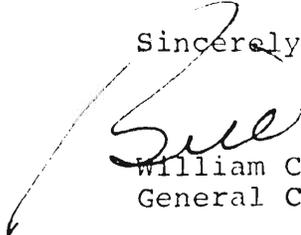
Dear Ms. Kuebler:

On September 21, 1978 the Commission voted to accept the conciliation agreements you submitted for respondents Friends of Cecil Heftel Committee and Heftel Broadcasting Co., Inc.

I have signed both agreements and am enclosing copies of them for your records.

If you have any questions, please contact Mr. Scall, the attorney assigned to this matter.

Sincerely,

  
William C. Oldaker  
General Counsel

Enclosures  
Conciliation Agreements

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Carole L. Kuebler, Esquire  
Williams & Jensen  
1101 Connecticut Avenue, N.W.  
Washington, D.C. 20036

Re: MUR 420(77)

Dear Ms. Kuebler:

On September 21, 1978 the Commission voted to accept the conciliation agreements you submitted for respondents Friends of Cecil Heftel Committee and Heftel Broadcasting Co., Inc.

I have signed both agreements and am enclosing copies of them for your records.

If you have any questions, please contact Mr. Scall, the attorney assigned to this matter.

Sincerely,

William C. Oldaker  
General Counsel

Enclosures  
Conciliation Agreements

79040082115  
JK 9/24/78

BEFORE THE FEDERAL ELECTION COMMISSION  
August 3, 1978

In the Matter of )  
 ) MUR 420 (77)  
Heftel Broadcasting Company, Inc. )

CONCILIATION AGREEMENT

290403115  
This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the Heftel Broadcasting Company, Inc. and the campaign of Cecil Heftel for Congress. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Heftel Broadcasting Company, Inc. (hereinafter the "Corporation") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Corporation agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

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

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter, referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Friends of Cecil Heftel Committee (hereinafter the "Committee") registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to Respondent Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Committee used five (5) hourly employees of the Respondent Corporation, and a 1959 vehicle belonging to the Corporation, to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Committee used Respondent Corporation's employees and vehicle described

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in item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. Respondent Corporation failed to charge the Committee for its use of the Corporation's office space, furniture, employees and vehicles when they were used, but the Committee later paid for these items, and then reported these reimbursements to the Commission as follows:

1. The Committee paid Respondent Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977, the Committee reimbursed Respondent Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. The Committee reimbursed Respondent Corporation for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Corporation believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

100083118



XI. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

9/22/78  
Date



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

Sept. 12, 1978  
Date



Carole L. Kuebler, Esquire  
Counsel  
Heftel Broadcasting Co., Inc.

73010082121

CCC-4844

BEFORE THE FEDERAL ELECTION COMMISSION  
August 3, 1978

806116

In the Matter of )  
Friends of Cecil Heftel )  
Committee )

SEP 10 1978  
MUR 420 (77)

CONCILIATION AGREEMENT

This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA ) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the campaign of Cecil Heftel for Congress and the Heftel Broadcasting Company, Inc. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Friends of Cecil Heftel Committee (hereinafter the "Committee") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Committee agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

- I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.
- II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.
- III. That the pertinent facts of this matter are as follows:
  - A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

73010932121

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Respondent Committee registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Respondent Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to the Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

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E. On or about November 3, 1976, the Respondent Committee used the Corporation's employees and vehicle described in

item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

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2010032125

IV. The FECA of 1971, as amended (the Act), prohibits candidates and political committees from accepting in-kind contributions from corporations.

V. Respondent Committee's failure to pay a commercially reasonable amount for the use of the Corporation's office space, employees and vehicle within a commercially reasonable time after they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b.

VI. Respondent Committee will pay a civil penalty in the amount of \$1,330, pursuant to 2 U.S.C. §437g(a)(6)(B).

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VIII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

IX. Should Cecil Heftel again become a candidate subject to the Act, Respondent Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

GENERAL CONDITIONS

X. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

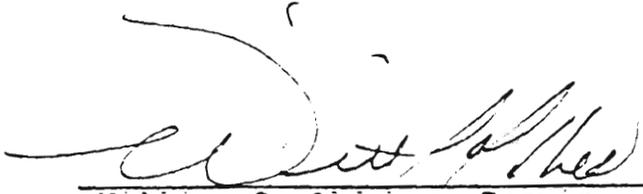
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XI. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

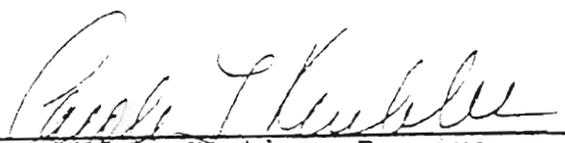
XII. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XIII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

9/22/78  
Date

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

Sept 17, 1978  
Date

  
Carol L. Kuebler, Esquire  
Counsel  
Friends of Cecil Heftel

10040082125

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )  
 ) MUR 420 (77)  
Friends of Cecil Heftel )  
Committee )  
Heftel Broadcasting Co. )

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on September 21, 1978, the Commission determined by a vote of 6-0 to adopt the recommendation in the General Counsel's memorandum dated September 15, 1978 to accept the signed conciliation agreements which were attached thereto.

Attest:

9/21/78  
Date

Marjorie W. Emmons  
Marjorie W. Emmons  
Secretary to the Commission

73010082125

Received in Office of Commission Secretary: 9-15-78, 5:08  
Circulated on 48 hour vote basis: 9-20-78, 1:30

September 15, 1978

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 420

Please have the attached Memo and Conciliation Agreements in MUR 420 distributed to the Commission on a 48 hour tally basis.

Thank you.

78040082127



FEDERAL ELECTION COMMISSION

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

September 15, 1978

MEMORANDUM

TO: The Commission

FROM: William C. Oldaker *W.C. Oldaker*

DATE: September 14, 1978

SUBJECT: MUR 420 (77) Conciliation Agreements

On September 12, 1978, Respondents, the Friends of Cecil Heftel Committee and Heftel Broadcasting Company, Inc., signed the conciliation agreements which the Commission had voted to counter propose on August 23, 1978.

Both agreements contain civil penalties of \$1,330 (see ¶ 6, page 4) and the language in the admission of violation paragraph which the Commission found acceptable (see ¶5, page 4).

We recommend that the Commission accept these signed agreements. The General Counsel's office will proceed to close the file.

Agreements attached.

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BEFORE THE FEDERAL ELECTION COMMISSION  
August 3, 1978

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In the Matter of )  
Friends of Cecil Heftel )  
Committee )

SEP 12 10:51  
MUR 420 (77)

CONCILIATION AGREEMENT

This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA ) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the campaign of Cecil Heftel for Congress and the Heftel Broadcasting Company, Inc. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Friends of Cecil Heftel Committee (hereinafter the "Committee") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Committee agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

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

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Respondent Committee registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Respondent Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to the Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Respondent Committee used five (5) hourly employees of the Corporation and a 1959 vehicle belonging to the Corporation to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Respondent Committee used the Corporation's employees and vehicle described in

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item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. The Respondent Committee made reimbursement to the Corporation for the use of its office space, furniture, employees and vehicle, and then reported these reimbursements to the Commission, as follows:

1. Respondent Committee paid the Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977 Respondent Committee reimbursed the Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. Respondent Committee reimbursed the Corporation for "office supplies" on August 3, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Committee believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

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IV. The FECA of 1971, as amended (the Act), prohibits candidates and political committees from accepting in-kind contributions from corporations.

V. Respondent Committee's failure to pay a commercially reasonable amount for the use of the Corporation's office space, employees and vehicle within a commercially reasonable time after they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b.

VI. Respondent Committee will pay a civil penalty in the amount of \$1,330, pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. Respondent Committee will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

VIII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

IX. Should Cecil Heftel again become a candidate subject to the Act, Respondent Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

GENERAL CONDITIONS

X. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

XI. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XII. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XIII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

\_\_\_\_\_ Date

\_\_\_\_\_  
William C. Oldaker, Esquire  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

2901033153  
Sept 12, 1978  
\_\_\_\_\_ Date

\_\_\_\_\_  
*Carol L. Kuebler*  
Carol L. Kuebler, Esquire  
Counsel  
Friends of Cecil Heftel

BEFORE THE FEDERAL ELECTION COMMISSION  
August 3, 1978

In the Matter of )  
 ) MUR 420 (77)  
Heftel Broadcasting Company, Inc. )

CONCILIATION AGREEMENT

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and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter, referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Friends of Cecil Heftel Committee (hereinafter the "Committee") registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to Respondent Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Committee used five (5) hourly employees of the Respondent Corporation, and a 1959 vehicle belonging to the Corporation, to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Committee used Respondent Corporation's employees and vehicle described

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in item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. Respondent Corporation failed to charge the Committee for its use of the Corporation's office space, furniture, employees and vehicles when they were used, but the Committee later paid for these items, and then reported these reimbursements to the Commission as follows:

1. The Committee paid Respondent Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977, the Committee reimbursed Respondent Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. The Committee reimbursed Respondent Corporation for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Corporation believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

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IV. The FECA of 1971, as amended, (the Act), prohibits corporations from making in-kind contributions to candidates and political committees.

V. Respondent Corporation's failure to charge the Committee a commercially reasonable amount for the Committee's use of the Corporation's office space, furniture, employees and vehicle within a commercially reasonable time after they were utilized, constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VI. Respondent Corporation will pay a civil penalty in the amount of \$1,330 pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

VIII. Should the Respondent Corporation ever allow its goods, facilities, equipment, supplies, personnel or services to be used by a Federal candidate or committee, it shall not do so without charging for such usage in compliance with the Act.

GENERAL CONDITIONS

IX. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

X. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Oldaker, Esquire  
General Counsel  
Federal Election Commission  
1325 K Street, N. W.  
Washington, D. C. 20463

Sept. 12, 1978  
Date

*Carole Kuebler*  
Carole L. Kuebler, Esquire  
Counsel  
Heftel Broadcasting Co., Inc.

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DAVID  
FEDERAL ELECTION  
COMMISSION

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WILLIAMS & JENSEN  
A PROFESSIONAL CORPORATION  
LAWYERS  
1101 CONNECTICUT AVENUE, N.W.  
WASHINGTON, D.C. 20036

**TO:**

Federal Election Commission  
1325 K Street, N.W.  
4th Floor  
Washington, D.C. 20463

Attn: Lester Scall  
**FIRST CLASS MAIL**

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FEDERAL ELECTION COMMISSION

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

August 24, 1978

Carole L. Kuebler, Esquire  
Williams & Jensen  
1101 Connecticut Avenue, N.W.  
Washington, D.C. 20036

Re: MUR 420 (77)

Dear Ms. Kuebler:

On August 23, 1978, the Commission considered the proposed modifications you submitted in connection with its August 9, 1978 proposed conciliation agreement. At that time the Commission decided to accept your substituted language for paragraph V of both agreements, and to reject your proposed reductions of penalties from \$1,330 to \$665 for both agreements.

If this is acceptable to you, please submit signed copies of the proposed agreements with these revisions within a week.

If you have any questions, please contact Lester Scall, the attorney assigned to this matter at 523-4052.

Sincerely,

A handwritten signature in black ink, appearing to read "William C. Oldaker", is written over the typed name.

William C. Oldaker  
General Counsel

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Congressman Cecil Heftel:	)	MUR 420 (77)
Friends of Cecil Heftel	)	
Committee;	)	
Heftel Broadcasting Co., Inc.	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on August 23, 1978, the Commission determined by a vote of 5-0 to adopt the recommendation of the General Counsel to take the following actions in the above-captioned matter:

1. Accept respondent's counter proposal with regard to the admission of violations paragraph V in both agreements, and reject the counter proposal with regard to a reduction of penalties from \$1,330 to \$665 in both agreements.
2. Authorize the sending of the letter to respondent's counsel attached to the General Counsel's Report dated August 18, 1978.

Voting for these determinations were Commissioners Harris, Aikens, Staebler, Springer and Thomson.

Attest.

8/23/78  
Date

Marjorie W. Emmons  
Marjorie W. Emmons  
Secretary to the Commission

Received in Office of Commission Secretary: 8-21-78, 9:52  
Circulated on 48 hour vote basis: 8-21-78, 1:00

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August 21, 1979

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 420

Please have the attached General Counsel's Report on MUR 420 distributed to the Commission on a 48 hour tally basis.

Thank you.

78040082142

BEFORE THE FEDERAL ELECTION COMMISSION  
August 18, 1978

In the Matter of )  
 )  
Congressman Cecil Heftel; ) MUR 420 (77)  
Friends of Cecil Heftel )  
Committee; )  
Heftel Broadcasting Co., Inc. )

GENERAL COUNSEL'S REPORT

On August 15, 1978, counsel for respondents submitted a response to the Commission's most recent revised proposed agreement. Respondents propose two changes in the agreements with arguments in support of their position. (See attachments)

The proposed changes are:

- (1) A reduction of the civil penalties from \$1,330 to \$665 for both respondents;
- (2) Substitution of language in the admission of violation paragraphs. Instead of the Commission's proposed language that the violations occurred because of a failure to pay and to charge for the items in question "at the time they were utilized," respondents propose to characterize the violations as a failure to pay and charge "a commercially reasonable amount" "within a commercially reasonable time."

During the Commission's consideration of the matter, there was a recognition that the amount of payment was insufficient and that the gap between the time the corporate items were provided and payment was made, was unreasonable. We think respondent's proposed substitution of language in the admission

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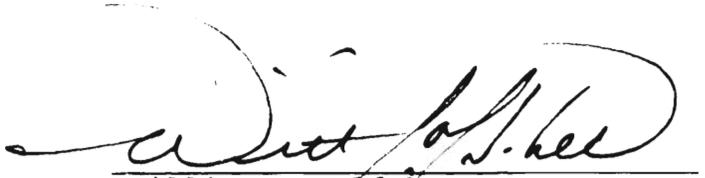
of violation paragraphs is consistent with this view and should be accepted.

We also think that the penalties of \$1,330 are consistent with the Commission's views as to all the circumstances of this matter and should be retained.

RECOMMENDATION

Accept respondent's counter proposal with regard to the admission of violations paragraph V in both agreements, and reject the counter proposal with regard to a reduction of penalties from \$1,330 to \$665 in both agreements. Authorize the sending of the attached letter to respondent's counsel.

8 / 18 / 78  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
William C. Oldaker  
General Counsel

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FEDERAL ELECTION COMMISSION

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

Carole L. Kuebler, Esquire  
Williams & Jensen  
1101 Connecticut Avenue, N.W.  
Washington, D.C. 20036

Re: MUR 420 (77)

Dear Ms. Kuebler:

On 1978, the Commission considered the proposed modifications you submitted in connection with its August 9, 1978 proposed conciliation agreement. At that time the Commission decided to accept your substituted language for paragraph V of both agreements, and to reject your proposed reductions of penalties from \$1,330 to \$665 for both agreements.

If this is acceptable to you, please submit signed copies of the proposed agreements with these revisions within a week.

If you have any questions, please contact Lester Scall, the attorney assigned to this matter at 523-4052.

Sincerely,

William C. Oldaker  
General Counsel

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**WILLIAMS & JENSEN**  
**A PROFESSIONAL CORPORATION**  
LAWYERS

1101 CONNECTICUT AVENUE, N.W.  
WASHINGTON, D. C. 20036

August 14, 1978

TELEPHONE  
(202) 659-8201

PAUL ARNESON  
MICHAEL BAUER  
GAIL E. BOWMAN  
WINFIELD P. CRIGLER  
DONALD C. EVANS, JR.  
ROBERT E. GLENNON  
ROBERT E. JENSEN  
CAROLE L. KUEBLER  
FORBES MANER  
JOHN J. McMACKIN, JR.\*  
GEORGE G. OLSEN  
J. D. WILLIAMS

Hand Delivered

\*NOT ADMITTED IN D.C.

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

Re: MUR 420(77)

Dear Mr. Oldaker:

This letter concerns the newly revised proposed conciliation agreement for the Friends of Cecil Heftel Committee and the Heftel Broadcasting Co., Inc. which we received on August 10. After consultation with my clients I am authorized to report to you that with certain exceptions these agreements are acceptable.

Our counter proposal would differ from your August 9, 1978 proposal in the following ways:

1. Friends of Cecil Heftel Committee. The civil penalty assessed on page 4 at par. VI we would propose is \$665, the amount of the necessary additional reimbursement. Page 4 par. V would be revised to read:

Respondent Committee's failure to pay a commercially reasonable amount for the use of the Corporation's office space, employees and vehicle within a commercially reasonable time after they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b. (New language underscored.)

2. Heftel Broadcasting Co., Inc. On page 4, par. V would be revised to read in its entirety:

Respondent Corporation's failure to charge the Committee a commercially reasonable amount for the Committee's use of the Corporation's office space, furniture, employees and vehicle within a commercially reasonable time after they were utilized, constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b. (New language underscored.)

William C. Oldaker, Esq.  
August 14, 1978  
Page Two

In par. VI, the civil penalty would be revised to \$665, namely the amount of the additional charge which should have been made.

Attached for your convenience is a short summary of our reasons for suggesting these revisions. If you have any questions please don't hesitate to call me.

Sincerely,



Carole L. Kuebler

CLK:lg

Enclosure

cc: Hon. Cecil Heftel

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Reasons for Proposed Amendments to Revised Proposed Conciliation Agreement of August 9, 1978 - Heftel Broadcasting Co., Inc. and Friends of Cecil Heftel Committee.

The issues involved in conciliation negotiations at this point boil down to these: What should be the penalty, if any, because the Committee's reimbursement for the use of the corporation's office space, furniture, employees and vehicles was \$665 less than the usual and normal charge for those goods and services, and because the Committee failed to reimburse the corporation for those goods and services within a commercially reasonable time after their use or purchase.

The Commission's own regulations defining the term "contribution" and discussing reporting of in-kind contributions, CFR §§100.4 and 104.3, provide specific guidelines to the effect that in-kind contributions shall be handled as the goods or services would have been valued and treated for payment in the market from which they would have ordinarily have been purchased at the time of their contribution. Heretofore, to our knowledge the Commission has not required that charges and payments for items and services be made at the same time in which they are used -- merely within a commercially reasonable time -- to insist otherwise would seem to be a departure from published regulations and previously enunciated policy.

It is fairly common in commercial practice that billing for goods or services may be made after, not at the time of sale. For example, several other items in the Heftel campaign purchased in the commercial marketplace were paid for several months after the goods were received or the services rendered. We respectfully



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**WILLIAMS & JENSEN**  
**A PROFESSIONAL CORPORATION**  
LAWYERS

1101 CONNECTICUT AVENUE, N.W.  
WASHINGTON, D. C. 20036

TELEPHONE  
(202) 659-8201

PAUL ARNESON  
MICHAEL BAUER  
GAIL E. BOWMAN  
WINFIELD P. CRIGLER  
DONALD C. EVANS, JR.  
ROBERT E. GLENNON  
ROBERT E. JENSEN  
CAROLE L. KUEBLER  
FORBES MANER  
JOHN J. McMACKIN, JR.\*  
GEORGE G. OLSEN  
J. D. WILLIAMS

August 14, 1978

Hand Delivered

\*NOT ADMITTED IN D.C.

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

Re: MUR 420(77)

Dear Mr. Oldaker:

This letter concerns the newly revised proposed conciliation agreement for the Friends of Cecil Heftel Committee and the Heftel Broadcasting Co., Inc. which we received on August 10. After consultation with my clients I am authorized to report to you that with certain exceptions these agreements are acceptable.

Our counter proposal would differ from your August 9, 1978 proposal in the following ways:

1. Friends of Cecil Heftel Committee. The civil penalty assessed on page 4 at par. VI we would propose is \$665, the amount of the necessary additional reimbursement. Page 4 par. V would be revised to read:

Respondent Committee's failure to pay a commercially reasonable amount for the use of the Corporation's office space, employees and vehicle within a commercially reasonable time after they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b. (New language underscored.)

2. Heftel Broadcasting Co., Inc. On page 4, par. V would be revised to read in its entirety:

Respondent Corporation's failure to charge the Committee a commercially reasonable amount for the Committee's use of the Corporation's office space, furniture, employees and vehicle within a commercially reasonable time after they were utilized, constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b. (New language underscored.)

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William C. Oldaker, Esq.  
August 14, 1978  
Page Two

In par. VI, the civil penalty would be revised to \$665, namely the amount of the additional charge which should have been made.

Attached for your convenience is a short summary of our reasons for suggesting these revisions. If you have any questions please don't hesitate to call me.

Sincerely,



Carole L. Kuebler

CLK:lg

Enclosure

cc: Hon. Cecil Heftel

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Reasons for Proposed Amendments to Revised Proposed Conciliation Agreement of August 9, 1978 - Heftel Broadcasting Co., Inc. and Friends of Cecil Heftel Committee.

The issues involved in conciliation negotiations at this point boil down to these: What should be the penalty, if any, because the Committee's reimbursement for the use of the corporation's office space, furniture, employees and vehicles was \$665 less than the usual and normal charge for those goods and services, and because the Committee failed to reimburse the corporation for those goods and services within a commercially reasonable time after their use or purchase.

The Commission's own regulations defining the term "contribution" and discussing reporting of in-kind contributions, CFR §§100.4 and 104.3, provide specific guidelines to the effect that in-kind contributions shall be handled as the goods or services would have been valued and treated for payment in the market from which they would have ordinarily have been purchased at the time of their contribution. Heretofore, to our knowledge the Commission has not required that charges and payments for items and services be made at the same time in which they are used -- merely within a commercially reasonable time -- to insist otherwise would seem to be a departure from published regulations and previously enunciated policy.

It is fairly common in commercial practice that billing for goods or services may be made after, not at the time of sale. For example, several other items in the Heftel campaign purchased in the commercial marketplace were paid for several months after the goods were received or the services rendered. We respectfully

suggest that a six month delay in reimbursement is not a commercially unreasonable time in which payment might have been made for goods or services, and in any event certainly nothing more than a merely negligent delay.

The Friends of Cecil Heftel Committee and Heftel Broadcasting have not disputed the Commission staff estimates that the actual reimbursement made may not have been sufficient. They have merely pointed out that a good faith effort was made at the time to make a commercially reasonable estimate and there was never any attempt to evade the responsibilities for reimbursement. We respectfully suggest that assessing a civil penalty at two times the amount of the additional reimbursement owed is excessive considering the de minimus nature of the violation, the benign nature of the oversight, and the fact that an attempt was made on the Committee's own initiative to correct the oversight. In designing a penalty structure the Commission might do well to do so in such a way as to encourage rather than penalize after-the-fact correction of disclosure reports. Therefore, we respectfully request modification of the proposed civil penalties to \$665, the amount of the reimbursement owed, for each party.

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**WILLIAMS & JENSEN**

A PROFESSIONAL CORPORATION  
1130 17TH STREET N.W., SUITE 620  
WASHINGTON, D.C. 20036

**To:** William C. Oldaker, Esq.  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

**FIRST CLASS MAIL**

4<sup>th</sup> floor



## FEDERAL ELECTION COMMISSION

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

August 9, 1978

Carole L. Kuebler, Esquire  
Williams & Jensen  
1130 17th Street, N.W.  
Washington, D.C. 20036

Re: MUR 420 (77)

Dear Ms. Kuebler:

On August 2, 1978, the Commission considered and rejected the proposed revised conciliation agreements you submitted on July 3, 1978. The Commission also determined there was probable cause to believe that respondents Friends of Cecil Heftel Committee and Heftel Broadcasting Co., Inc. violated 2 U.S.C. §441b but directed that conciliation negotiations be extended for a brief period on the basis of newly revised proposed agreements. These proposals are attached.

The proposals differ from the July 3, 1978 proposals in the following ways:

1. They provide for civil penalties rather than repayment by the Committee to the Corporation and they fix the penalties at \$1,330 for each respondent.
2. They delete the reference to the use of the Corporate office space as "incidental."
3. They delete from the Committee's proposed agreement the phrase that characterized the Committee's earlier payments as a "... good faith effort to make adequate reimbursement."
4. They delete the provisions stating that
  - a) the violations were not knowing and willful,
  - b) the regulations were promulgated after the events in question, and
  - c) that it is the Commission's belief that insufficient amounts were paid for the Corporate contributions provided.

If you and your clients find these agreements acceptable, please sign them and return them to us within two weeks. If you have any questions please contact Lester Scall, the attorney assigned to this matter, at (202) 523-4052.

Sincerely,

William C. Oldaker  
General Counsel

Enclosures

420 Scall

PS Form 3811 Apr 1977

RETURN RECEIPT REGISTERED, INSURED AND CERTIFIED MAIL

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

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

2. ARTICLE ADDRESSED TO  
 Carole Kuebler  
 (PICKED UP BY MESSENGER)

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

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY: 8-10-78 POSTMARK

5. ADDRESS (Complete only if requested):  
 1130-17th ST, NW

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS: [Signature]

BEFORE THE FEDERAL ELECTION COMMISSION  
August 3, 1978

In the Matter of )  
 ) MUR 420 (77)  
Heftel Broadcasting Company, Inc. )

CONCILIATION AGREEMENT

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This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the Heftel Broadcasting Company, Inc. and the campaign of Cecil Heftel for Congress. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Heftel Broadcasting Company, Inc. (hereinafter the "Corporation") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Corporation agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

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

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter, referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Friends of Cecil Heftel Committee (hereinafter the "Committee") registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to Respondent Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Committee used five (5) hourly employees of the Respondent Corporation, and a 1959 vehicle belonging to the Corporation, to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Committee used Respondent Corporation's employees and vehicle described

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in item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. Respondent Corporation failed to charge the Committee for its use of the Corporation's office space, furniture, employees and vehicles when they were used, but the Committee later paid for these items, and then reported these reimbursements to the Commission as follows:

1. The Committee paid Respondent Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977, the Committee reimbursed Respondent Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. The Committee reimbursed Respondent Corporation for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Corporation believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

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IV. The FECA of 1971, as amended, (the Act), prohibits corporations from making in-kind contributions to candidates and political committees.

V. Respondent Corporation's failure to charge the Committee for the Committee's use of the Corporation's office space, furniture, employees and vehicle at the time they were utilized, constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VI. Respondent Corporation will pay a civil penalty in the amount of \$1,330 pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

VIII. Should the Respondent Corporation ever allow its goods, facilities, equipment, supplies, personnel or services to be used by a Federal candidate or committee, it shall not do so without charging for such usage in compliance with the Act.

GENERAL CONDITIONS

IX. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

X. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XI. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Oldaker, Esquire  
General Counsel  
Federal Election Commission  
1325 K Street, N. W.  
Washington, D. C. 20463

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carole L. Kuebler, Esquire  
Counsel  
Heftel Broadcasting Co., Inc.

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BEFORE THE FEDERAL ELECTION COMMISSION  
August 3, 1978

In the Matter of )  
 ) MUR 420 (77)  
Friends of Cecil Heftel )  
Committee )

CONCILIATION AGREEMENT

This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA ) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the campaign of Cecil Heftel for Congress and the Heftel Broadcasting Company, Inc. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Friends of Cecil Heftel Committee (hereinafter the "Committee") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Committee agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

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

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Respondent Committee registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Respondent Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to the Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Respondent Committee used five (5) hourly employees of the Corporation and a 1959 vehicle belonging to the Corporation to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Respondent Committee used the Corporation's employees and vehicle described in

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item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. The Respondent Committee made reimbursement to the Corporation for the use of its office space, furniture, employees and vehicle, and then reported these reimbursements to the Commission, as follows:

1. Respondent Committee paid the Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977 Respondent Committee reimbursed the Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. Respondent Committee reimbursed the Corporation for "office supplies" on August 3, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Committee believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

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IV. The FECA of 1971, as amended (the Act), prohibits candidates and political committees from accepting in-kind contributions from corporations.

V. Respondent Committee's failure to pay for the use of the Corporation's office space, employees and vehicle at the time they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b.

VI. Respondent Committee will pay a civil penalty in the amount of \$1,330, pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. Respondent Committee will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

VIII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

IX. Should Cecil Heftel again become a candidate subject to the Act, Respondent Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

GENERAL CONDITIONS

X. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

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XI. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XII. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XIII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

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\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Oldaker, Esquire  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey Watanabe, Esquire  
Assistant Treasurer and Counsel  
Friends of Cecil Heftel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carole L. Kuebler, Esquire  
Counsel  
Friends of Cecil Heftel

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 420 (77)
Friends of Cecil Heftel	)	
Committee:	)	
Heftel Broadcasting Co., Inc.	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Commission, do hereby certify that on August 7, 1978, the Commission approved by a vote of 6-0 the recommendation in the General Counsel's Report dated August 2, 1978 to take the following actions in the above-captioned matter:

1. Adopt the proposed conciliation agreements for respondents Committee and Corporation.
2. Send the cover letter attached to the General Counsel's Report.

Date: 8/7/78 Marjorie W. Emmons  
 Marjorie W. Emmons  
 Secretary to the Commission

Received in Office of Commission Secretary: 8-4-78, 11:35  
 Circulated on 48 hour vote basis: 8-4-78, 1:00

2321073:167

August 4, 1978

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 420

Please have the attached General Counsel's Report on MUR 420 distributed to the Commission on a 48 hour tally basis.

Thank you.

78040082168

BEFORE THE FEDERAL ELECTION COMMISSION  
August 2, 1978

In the Matter of )  
 )  
 )  
 ) MUR 420 (77)  
Friends of Cecil Heftel )  
Committee; )  
Heftel Broadcasting Co., Inc. )

GENERAL COUNSEL'S REPORT

On August 2, 1978, the Commission considered revised proposed conciliation agreements with respondents Committee and Corporation and rejected them. The Commission also determined there was probable cause to believe respondents violated 2 U.S.C. §441b but directed us to continue with conciliation negotiations on the basis of newly revised proposed agreements for both respondents that would:

1. Provide for civil penalties rather than repayment for the contributions by the Corporation to the Committee; and
2. Fix civil penalties at an amount twice that of the value of the unreimbursed contributions, which value was suggested in our report of July 31, 1978, or \$1,330 each.

Consistent with the Commission's expressed views on this matter, we think that new proposed agreements should also:

1. Strike any reference to the use of the Corporate office space by the Committee as "incidental";

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2. Continue with our recommended deletion from the previous draft agreement of the phrase that characterized the Committee's payments as "a good faith effort to make adequate reimbursement"; and
3. Delete the provisions which appeared in the previous draft agreements stating that the violations were not knowing and willful, that the regulations were promulgated after the events in question, and that it is the Commission's belief that insufficient amounts were paid for the Corporate contributions provided.

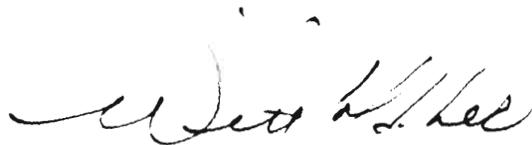
Attached are newly proposed agreements which reflect the revisions.

RECOMMENDATION

Adopt the proposed conciliation agreements for respondents Committee and Corporation and the attached cover letter.

8/3/78

Date



William C. Oldaker  
General Counsel

1003:171



## FEDERAL ELECTION COMMISSION

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

Carole L. Kuebler, Esquire  
Williams & Jensen  
1130 17th Street, N.W.  
Washington, D.C. 20036

Re: MUR 420 (77)

Dear Ms. Kuebler:

On August 2, 1978, the Commission considered and rejected the proposed revised conciliation agreements you submitted on July 3, 1978. The Commission also determined there was probable cause to believe that respondents Friends of Cecil Heftel Committee and Heftel Broadcasting Co., Inc. violated 2 U.S.C. §441b but directed that conciliation negotiations be extended for a brief period on the basis of newly revised proposed agreements. These proposals are attached.

The proposals differ from the July 3, 1978 proposals in the following ways:

1. They provide for civil penalties rather than repayment by the Committee to the Corporation and they fix the penalties at \$1,330 for each respondent.
2. They delete the reference to the use of the Corporate office space as "incidental."
3. They delete from the Committee's proposed agreement the phrase that characterized the Committee's earlier payments as a "... good faith effort to make adequate reimbursement."
4. They delete the provisions stating that
  - a) the violations were not knowing and willful,
  - b) the regulations were promulgated after the events in question, and
  - c) that it is the Commission's belief that insufficient amounts were paid for the Corporate contributions provided.

- 2 -

If you and your clients find these agreements acceptable, please sign them and return them to us within two weeks. If you have any questions please contact Lester Scall, the attorney assigned to this matter, at (202) 523-4052.

Sincerely,

William C. Oldaker  
General Counsel

Enclosures

BEFORE THE FEDERAL ELECTION COMMISSION  
August 3, 1978

In the Matter of )  
 ) MUR 420 (77)  
Heftel Broadcasting Company, Inc. )

CONCILIATION AGREEMENT

7 3 0 1 0 0 8 : 1 7 1

This matter was initiated on the basis of a notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the FECA) specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the Heftel Broadcasting Company, Inc. and the campaign of Cecil Heftel for Congress. Pursuant to this complaint an investigation has been conducted; the Commission has found reasonable cause to believe that the Heftel Broadcasting Company, Inc. (hereinafter the "Corporation") violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. The Commission and Respondent Corporation agree to resolve and conciliate the matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

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

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB,

and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter, referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Friends of Cecil Heftel Committee (hereinafter the "Committee") registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to Respondent Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Committee used five (5) hourly employees of the Respondent Corporation, and a 1959 vehicle belonging to the Corporation, to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Committee used Respondent Corporation's employees and vehicle described

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in item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. Respondent Corporation failed to charge the Committee for its use of the Corporation's office space, furniture, employees and vehicles when they were used, but the Committee later paid for these items, and then reported these reimbursements to the Commission as follows:

1. The Committee paid Respondent Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977, the Committee reimbursed Respondent Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. The Committee reimbursed Respondent Corporation for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Corporation believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

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IV. The FECA of 1971, as amended, (the Act), prohibits corporations from making in-kind contributions to candidates and political committees.

V. Respondent Corporation's failure to charge the Committee for the Committee's use of the Corporation's office space, furniture, employees and vehicle at the time they were utilized, constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VI. Respondent Corporation will pay a civil penalty in the amount of \$1,330 pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

VIII. Should the Respondent Corporation ever allow its goods, facilities, equipment, supplies, personnel or services to be used by a Federal candidate or committee, it shall not do so without charging for such usage in compliance with the Act.

GENERAL CONDITIONS

IX. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

X. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

790107B:177

XI. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Oldaker, Esquire  
General Counsel  
Federal Election Commission  
1325 K Street, N. W.  
Washington, D. C. 20463

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carole L. Kuebler, Esquire  
Counsel  
Heftel Broadcasting Co., Inc.

23010092178



and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii and are hereinafter referred to as the "Corporation."

B. During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

C. (1) On May 20, 1976, the Respondent Committee registered with the Commission as the principal campaign committee for the election of Cecil Heftel.

(2) In that registration, the Respondent Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to the Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and used the premises at 1599 Kapiolani Blvd. through June 17, 1976.

(3) On June 17, 1976, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address.

D. On or about July 16, 1976, the Respondent Committee used five (5) hourly employees of the Corporation and a 1959 vehicle belonging to the Corporation to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's headquarters.

E. On or about November 3, 1976, the Respondent Committee used the Corporation's employees and vehicle described in

item D, above, to return the Corporation's furniture described above from 851 Cooke Street to 1599 Kapiolani Blvd.

F. The Respondent Committee made reimbursement to the Corporation for the use of its office space, furniture, employees and vehicle, and then reported these reimbursements to the Commission, as follows:

1. Respondent Committee paid the Corporation \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.

2. On March 17, 1977 Respondent Committee reimbursed the Corporation in the amount of \$275.50 for the 58 man-hours spent by Corporation employees for moving and general maintenance chores performed for the Committee during the campaign. This expenditure was included in the Committee's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977.

3. Respondent Committee reimbursed the Corporation for "office supplies" on August 3, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about September 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but the Committee believes that some of this amount may have been for the use of 5 desks and 2 file cabinets moved from 1599 Kapiolani Blvd. to the Committee's headquarters at 851 Cooke Street.

2001003113

IV. The FECA of 1971, as amended (the Act), prohibits candidates and political committees from accepting in-kind contributions from corporations.

V. Respondent Committee's failure to pay for the use of the Corporation's office space, employees and vehicle at the time they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b.

VI. Respondent Committee will pay a civil penalty in the amount of \$1,330, pursuant to 2 U.S.C. §437g(a)(6)(B).

VII. Respondent Committee will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

VIII. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

IX. Should Cecil Heftel again become a candidate subject to the Act, Respondent Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

GENERAL CONDITIONS

X. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

XI. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XII. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XIII. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Oldaker, Esquire  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey Watanabe, Esquire  
Assistant Treasurer and Counsel  
Friends of Cecil Heftel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carole L. Kuebler, Esquire  
Counsel  
Friends of Cecil Heftel

0 2 7 1 0 1 8 1 0 1

GC# 4369

GEORGE R. ARIYOSHI  
GOVERNOR



RECEIVED  
FEDERAL ELECTION  
COMMISSION

EILEEN R. ANDERSON  
DIRECTOR OF BUDGET & FINANCE

ALBERT G.Y. TOM  
Chairman

ROBERT H. RATH, SR.  
Commissioner

SUNAO KIDO  
Commissioner

STATE OF HAWAII  
PUBLIC UTILITIES COMMISSION  
DEPARTMENT OF BUDGET AND FINANCE  
1164 Bishop Street, Suite 911  
Honolulu, Hawaii 96813

1978 AUG 4 PM 12:19

805056

August 1, 1978

Federal Election Commission  
1325-K Street, N.W.  
Washington, D.C. 20463

Attention: Mr. Lester Scall (OGC)

Gentlemen:

Pursuant to our telephone conversation of August 1, 1978, we are enclosing copies of the tariff sheets you have requested.

If we can be of further assistance, please feel free to contact this office.

Very truly yours,

*Lawrence T. Hiranaka*  
Lawrence T. Hiranaka  
Director of Transportation

LTH:sn

Enclosure

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SECTION 2

INTRA - ISLAND RATES

ITEM NO.

RATES IN DOLLARS AND CENTS PER HOUR

SUBJECT TO NOTES 1, 2, 3, 4, 5, 6.

Ⓐ  
200

UNIT OF EQUIPMENT	STRAIGHT TIME	OVERTIME	
		COL. A	COL. B
WITH DRIVER -----	\$22.10	\$27.55	\$34.35
ADDITIONAL HELPERS, PER MAN --	\$15.75	\$21.25	\$27.80

- NOTE 1: MINIMUM CHARGE: THE CHARGE FOR ONE HOUR ON MONDAYS THROUGH FRIDAYS; FOUR HOURS ON SATURDAYS, SUNDAYS AND HOLIDAYS.
- NOTE 2: FOR COMPUTATION OF TIME SEE ITEM NO. 70.
- NOTE 3: STRAIGHT TIME RATES APPLY MONDAYS THROUGH FRIDAYS BETWEEN THE HOURS OF 7:30 A.M. AND 4:30 P.M., ON ALL WORK PERFORMED EIGHT (8) HOURS OR LESS.
- NOTE 4: OVERTIME RATES APPLY ON SATURDAYS, SUNDAYS AND HOLIDAYS, BETWEEN THE HOURS OF 4:30 P.M. AND 7:30 A.M. MONDAYS THROUGH FRIDAYS, AND/OR ON ANY WORK PERFORMED IN EXCESS OF EIGHT (8) CONSECUTIVE STRAIGHT TIME HOURS IN ANY ONE DAY.
- NOTE 5: CRATING OR PACKING MATERIAL USED TO FACILITATE TRANSPORTATION SHALL BE CHARGED AS PROVIDED IN ITEM NO. 135.
- NOTE 6: UNIT OF EQUIPMENT INCLUDES THE VEHICLE USED UPON THE HIGHWAYS, APPLIANCE HAND TRUCK, Ⓜ MATTRESS CARTONS AND Ⓜ WARDROBES.

COL. A: RATES APPLY BETWEEN THE HOURS OF 4:30 P.M. AND 7:30 A.M. MONDAYS THROUGH FRIDAYS AND ALL DAY SATURDAY.  
COL. B: RATES APPLY ON SUNDAYS AND HOLIDAYS.

Ⓜ EXCEPT ON SHIPMENTS GOING TO STORAGE.

‡ ISSUED UNDER INSTRUCTIONS OF THE PUBLIC UTILITIES COMMISSION OF THE STATE OF HAWAII IN DOCKET NO. 3354.

ISSUED: APRIL 21, 1978

EFFECTIVE: ‡ APRIL 24, 1978

CORRECTION NO. 26

PK/DEE-F

- 17 -

ISSUED BY M.J. NICOLAUS, ISSUING OFFICER  
P.O. BOX 1907, SOUTH GATE, CA 90280

SECTION 1

RULES AND REGULATIONS (CONTINUED)

ITEM  
NO.

PACKING MATERIAL PRICE LIST

135

EXCEPT AS OTHERWISE PROVIDED FOR IN THIS TARIFF, WHEN CRATING OR PACKING MATERIAL IS FURNISHED (SEE NOTE 1) TO THE SHIPPER BY THE CARRIER, CHARGES FOR SAME SHALL BE AS FOLLOWS:

	RATE (IN CENTS)
BARRELS, SQUARE -----	390 EACH
CARTONS (NOT OVER 3 CUBIC FEET) -----	130 EACH
CARTONS (OVER 3 CUBIC FEET, BUT NOT OVER 5 CUBIC FEET) -----	160 EACH
CARTONS (OVER 5 CUBIC FEET, BUT NOT OVER 10 CUBIC FEET) -----	230 EACH
CARTONS, OFFICE AND RECORD (NOT OVER 2½ CUBIC FEET) -----	200 EACH
CARTONS, MATTRESS -----	460 EACH
CRATES AND BOXES, SPECIFICALLY DESIGNED FOR MIRRORS, PAINTINGS, GLASS OR MARBLE TOPS AND SIMILAR FRAGILE ARTICLES, (MINIMUM CHARGE Ⓐ \$6.25 EACH) -----	160 PER CU. FT.
DRUMS -----	390 EACH
NAPHTHALENE -----	65 PER LB.
NEWSPAPER, ROLLED -----	15 PER LB.
NEWSPAPER, UNPRINTED -----	50 PER LB.
PAPER, CORRUGATED (48" OR LESS IN WIDTH) -----	30 PER FT.
PAPER, CRAFT -----	40 PER LB.
PAPER, PADS -----	135 PER PAD
PAPER, SHREDDED -----	25 PER LB.
PAPER, TISSUE -----	5 PER SHEET
METAL STRAPPING -----	25 PER FT.
TAPE, GUMMED (FULL 3 INCH ROLL) -----	330 PER ROLL
TAPE, MASKING (FULL 1½ INCH ROLL) -----	190 PER ROLL
WARDROBES -----	660 EACH

NOTE 1: CHARGES FOR THE SERVICE OF PACKING, CRATING OR OTHERWISE SECURING THE CONTAINER FOR TRANSPORTATION ARE NOT INCLUDED.

ISSUED: SEPTEMBER 30, 1976

EFFECTIVE: OCTOBER 31, 1976

CORRECTION NO. 18

LR/BARB-f

- 12 -

ISSUED BY M.J. NICOLAUS, ISSUING OFFICER  
P.O. BOX 392, SOUTH GATE, CALIFORNIA 90280

73010082185

STATE OF HAWAII  
PUBLIC UTILITIES COMMISSION  
1164 BISHOP STREET, SUITE 911  
HONOLULU, HAWAII 96813

FEDERAL ELECTION  
COMMISSION



1978 AUG 4 PM 12:19

Federal Election Commission  
1325-K Street, N.W.  
Washington, D.C. 20463

7301031

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )  
 )  
Congressman Cecil L. Heftel; ) MUR 420 (77)  
Friends of Cecil Heftel Committee; )  
Heftel Broadcasting Co., Inc. )

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on August 2, 1978, the Commission determined by a vote of 6-0 to take the following actions in the above-captioned matter:

1. Find probable cause to believe the Friends of Cecil Heftel Committee is in violation of 2 U.S.C. §441b, and further attempt conciliation with respondent Committee, with a provision that the conciliation agreement shall contain a penalty of twice the amount of the violation in this matter.
2. Find probable cause to believe that the Heftel Broadcasting Co., Inc. is in violation of 2 U.S.C. §441b and further attempt conciliation with this respondent, subject to the condition that the conciliation agreement provide for a civil penalty in the amount equal to twice that of the violation in this matter.

Attest:

8/2/78  
Date

*Marjorie W. Emmons*  
Marjorie W. Emmons  
Secretary to the Commission

2004003183



FEDERAL ELECTION COMMISSION

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

MEMORANDUM TO : CHARLES STEELE  
FROM : MARJORIE W. EMMONS *mwe*  
DATE : JULY 31, 1978  
SUBJECT : MUR 420 General Counsel's Report  
Dated July 24, 1978  
Received in Office of  
Commission Secretary:  
7-28-78, 5:21

The above-named document was circulated on a 48 hour vote basis at 11:00 a.m., July 31, 1978.

Commissioner Harris submitted an objection at 3:10 p.m., July 31, 1978, thereby placing MUR 420 on the Amended Agenda for Wednesday, August 2, 1978.

A copy of Commissioner Harris' vote sheet is attached.

ATTACHMENT:  
vote sheet

cc: Commissioner Harris



RECEIVED  
OFFICE OF THE  
COMMISSIONER  
JULY 31 1978



FEDERAL ELECTION COMMISSION 78 JUL 31 P 3: 16

1225 K STREET N.W.  
WASHINGTON D.C. 20543

Date and Time Transmitted: 11:00 July 31, 1978

Commissioner R. J. ...

RETURN TO OFFICE OF COMMISSION SECRETARY BY: 11:00 August 2, 1978

MUR No. 420 General Counsel's Report, dated July 24, 1978

- I approve the recommendation
- I object to the recommendation

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 7-31-78 Signature: Thomas E. Harney

THE OFFICE OF GENERAL COUNSEL WILL TAKE NO ACTION IN THIS MATTER UNTIL THE APPROVAL OF FOUR COMMISSIONERS IS RECEIVED. PLEASE RETURN ALL PAPERS NO LATER THAN THE DATE AND TIME SHOWN ABOVE TO THE OFFICE OF COMMISSION SECRETARY. ONE OBJECTION PLACES THE ITEM ON THE EXECUTIVE SESSION AGENDA.

78040031190



July 28, 1978

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 420

Please have the attached General Counsel's Report on MUR 420 distributed to the Commission on a 48 hour tally basis.

Thank you.

78040082191

BEFORE THE FEDERAL ELECTION COMMISSION  
July 24, 1978

In the Matter of )  
 )  
 )  
 Congressman Cecil L. Heftel ; ) MUR 420 (77)  
 Friends of Cecil Heftel )  
 Committee; )  
 Heftel Broadcasting Co., Inc. )

GENERAL COUNSEL'S REPORT

I. INTRODUCTION

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During conciliation negotiations with respondents we have requested additional evidentiary information and arguments upon which changes from the original proposals could be based. Attached are revised agreements for both respondents containing a number of provisions which differ from those of the original proposed agreements. (see attachment I for Respondent Friends of Cecil Heftel Committee agreement [the Committee], and attachment II for Respondent Heftel Broadcasting Company, Inc., agreement [the Corporation]). Most significantly, the agreements retain admissions of violations, albeit in somewhat different language. (see paragraph V in both agreements.) This office is prepared to recommend acceptance as well as rejection or further changes of some of these provisions. What follows is a discussion of the most significant of the changed provisions, together with our recommendations.

II. STATEMENT OF FACTS

(1) The originally proposed agreements stated that just prior to the Committee's occupancy of space at the Corporation's offices, the Corporation's accounting department vacated that

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space. This was based on the facts then available which led to an inference that the accounting department was moved to make way for the Committee. Respondents have submitted a letter explaining the reasons for the accounting department's moves and stating that these moves were unconnected with the Committee's need for space. (see attachment III.) In view of these representations, we think the deletion of paragraph III-D in the original proposals is warranted.

(2) The original proposals contained provisions which indicated that the Committee maintained its headquarters in Corporate space until July 16, 1976, the date the move to the new location took place. However, the Committee had notified the Commission of its change of address on June 18, 1976 and during conciliation respondents argued that prior to the middle of June, 1976 no active campaign existed and only one meeting actually took place at the Corporate location. (see attachment IV, and Counsel's memorandum appended thereto.) In view of this information, we think it is acceptable, for the purposes of this agreement, to characterize the Committee's use of the Corporate premises as "incidental." (see paragraph III-C-2 in both agreements.) 1/

---

1/ At the same time, this is not inconsistent with §114.9(a) of the Regulations which exempts from the corporate contribution category certain "incidental" use of corporate facilities by stockholders and employees. Here, there is no indication that this was based on any "... rules and practices of the corporation" as required by the regulation. Furthermore, regardless of the small amount of activity which may have taken place at this corporate location, the Commission should not allow a Committee which registers its office with the Commission for some 28 days at a particular location to gain an exemption from the corporate contribution restriction on the basis of "incidental" use of that location.

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(3) The new proposals spell out the office moves in more detail and, consistent with respondents' statements to us, state that the Corporate employees who effectuated the moves also organized the new headquarters. (see paragraph III-D in both agreements.) We think this provision should be accepted.

III. REIMBURSEMENTS FOR THE CONTRIBUTIONS

In our March 9, 1978 report, we stated that the approximate value of all the contributions in question was \$2,500, and proposed penalties were based on this amount. Respondents have presented arguments with written support to show that the value of the corporate contributions are substantially less (see attachment IV, and exhibits 2, 3 and 4 appended thereto), and we agree with some of their conclusions and disagree with others. In sum, respondents believe the amount still owed is \$402.82 while we believe it should be \$666.45. (see attachment V for a comparison chart of these various amounts.)

A. Office Space

The original proposals contained provisions stating that no rent had been paid for use of the Corporate office space. In our report of March 9, 1978, we did note that the Committee reported a rent payment of \$100 to the Corporation six months after they moved offices, and it did not appear to us that the payment was for the office space in question. Respondents now advise us that this payment was for the office space in question (see attachment IV and page 3 of Counsel's memorandum appended thereto), and we think it is appropriate that this be reflected in the agreements. (see paragraph III-F-1 in both agreements.)

Respondents acknowledge the rental space was worth more than \$100, but they have proposed a formula for further payment which we still believe is inadequate. They argue they should be liable for only half the days this location was registered with the Commission (i.e., 14 rather than 28 days, or \$233.24 rather than \$466.48) because they used the space only "incidentally." Had the Committee rented space in the open market, it would not have been able to obtain a rent reduction based on "incidental" use.

B. Moving

On March 17, 1977, the Committee paid the Corporation \$275.50 for the office moves. It now proposes to pay an additional \$29.58 to make its total reimbursement conform with the average pay rates received by the movers from the Corporation. We think that even this addition falls short of what the reimbursement should be because it fails to include FICA and other fringe benefits the Corporation provides and which would be passed along to a customer in the normal course of business. A precise amount cannot be calculated at this time, but we think a conservative estimate for these extra costs would be 10% of the total wages, or \$30.50.

The Committee would also reimburse the Corporation \$60 for use of its van, an amount based on quotes from van rental companies. While the employee and van costs are much below the costs we had earlier suggested to the Commission, there is no reason why the Committee would have had to use an interstate moving firm and professional movers with rates of \$35.25 per hour. We therefore agree with the moving van rate.

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C. Furniture

The original proposals contained provisions stating that no rent had been paid for use of Corporate furniture. Respondents have not been able to supply any firm evidence in this regard, but "believe" that payments made to the Corporation were in part for use of this furniture. In light of the fact that the total amount proposed for payment includes \$180 for furniture rental, we think the provision reflecting a belief of prior payment should be accepted. (see paragraph III-F-3 in both agreements.)

D. The Issue of "Good Faith"

The fact that the Committee made some reimbursement to the Corporation led it to request the inclusion of the phrase that it made a "... good faith effort to make adequate reimbursement ..." (see paragraph III-F of the Committee's agreement). We recommend this phrase be rejected. First, there is still somewhat of a difference between respondents' view and our view of the proper dollar amount of these contributions. Next, while the Committee paid the office rent without any apparent outside urging, this may not have been the case with its payments for the moves. Respondents rightly argue that liability for the moves was realized and paid prior to any complaint was filed with the Commission, but payment also occurred shortly after the complainant publicized these moves in Hawaii (see our report of March 9, 1978, p. 3, fn. 4) In view of this sequence, which was unexplained by respondents, the beginning of a Commission investigation should not be considered as the significant date. Finally, there is no indication of why the Committee failed to pay for the moves in December, 1976, when it paid for using

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the office space. While these factors do not indicate bad faith, we do not think they warrant a specific characterization as good faith.

The question does exist, however, of what guidance the respondents had in valuing and paying for these goods, services, and facilities. They point out that, because the regulations at the time were not finally promulgated, they had insufficient guidance. Because of this, they wish to have language explaining this situation and, consistent with other agreements entered into by the Commission <sup>2/</sup> Paragraphs VII and VIII in both agreements have been included. We think these provisions should be accepted.

(6) Paragraph IX of the revised agreements provides for payment by the Committee and acceptance by the Corporation of the dollar amount of the unreimbursed contributions. Given the fact that some reimbursement had been made and reported, that the regulations were not yet in promulgated form for guidance, and in view of respondents' willingness to admit to violations we think this alternative to civil penalties should be accepted.

(7) Finally, in light of all the circumstances of this matter, we think the contributions made and accepted were not done knowingly and willfully. The statement in paragraph VI of both agreements that the violation was not knowing and willful should, therefore, be accepted.

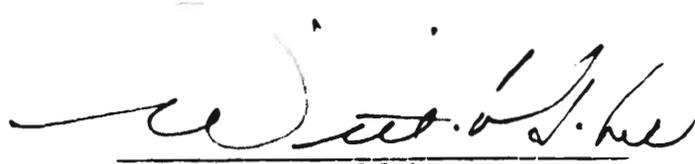
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<sup>2/</sup> See the agreements in MUR 216 (76) and MUR 121 (76).

IV. RECOMMENDATION

The Commission should adopt the attached proposed revised agreements with the changes discussed in this report, and submit them to respondents Committee and Corporation along with the attached letter. The Commission should find no reasonable cause to believe that respondent Congressman Cecil Heftel violated the Act and take no further action against him.

7/28/70  
Date

  
William C. Oldaker  
General Counsel

10182101



FEDERAL ELECTION COMMISSION

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

Carole L. Kuebler, Esquire  
Williams & Jensen  
1130 17th Street, N.W.  
Washington, D. C. 20036

Re: MUR 420 (77)

Dear Ms. Kuebler:

On \_\_\_\_\_, 1978, the Commission found no reasonable cause to believe that Congressman Cecil Heftel violated the Act and determined to take no further action against him.

The Commission also considered the proposed revised conciliation agreements you submitted for the other respondents on July 3, 1978 and determined it would accept these agreements with the following changes:

1. In paragraph IX of the agreements with both respondents, substitute "\$665" for "\$400" as the amount which will now be paid by the Committee to the Corporation.
2. In paragraph III-F of the agreement with the Committee, delete the phrase "... a good faith effort to make adequate ...".

The attached agreements contain these changes. If you and your clients find them acceptable, please sign and return them to us within two weeks. If you have any questions, please contact Lester Scall, the attorney assigned to this matter at (202) 523-4052.

Sincerely,

William C. Oldaker  
General Counsel

Enclosures

Page 2003767

FEDERAL ELECTION COMMISSION ATTACHMENT III

WILLIAMS & JENSEN  
A PROFESSIONAL CORPORATION

LAWYERS

1130 SEVENTEENTH STREET, N.W.  
WASHINGTON, D. C. 20036

JUN 12 AM 9:36

June 7, 1978

TELEPHONE  
(202) 785-8241

- PAUL ARNESON
- MICHAEL BAUER
- GAIL E. BOWMAN\*
- WINFIELD P. CRIGLER
- DONALD C. EVANS, JR.
- ROBERT E. GLENNON
- ROBERT E. JENSEN
- CAROLE L. KUEBLER
- FORBES MANER\*
- JOHN J. McMACKIN, JR.\*
- GEORGE G. OLSEN
- J. D. WILLIAMS

\*NOT ADMITTED IN D. C.

803485

William C. Oldaker, Esq.  
 General Counsel  
 Federal Election Commission  
 1325 K Street, N.W.  
 4th Floor  
 Washington, D.C. 20463

Re: MUR 420(77)

Dear Mr. Oldaker:

With respect to the above captioned matter you had requested an explanation for the move in April, 1976 by the accounting department of KGMB-TV from the space it occupied at 1599 Kapiolani Boulevard, Honolulu, Hawaii to a different location and its subsequent relocation at 1599 Kapiolani in April of the following year. According to Rep. Heftel the reason for this move is as follows: In the spring of 1976 when Rep. Heftel was contemplating seeking election to Congress he decided to sell KGMB-TV. He actively, but quietly, sought a purchaser.

The accounting department handled matters not only for KGMB-TV but also for radio station KGMB and Heftel Broadcasting, and Rep. Heftel decided to begin to separate the accounting of KGMB-TV from that of the other two entities thinking that this could best be accomplished by relocating the department.

A purchaser for KGMB-TV was located in November, 1976 but final FCC approval for the sale was not given until April, 1977. At that time the accountants who were solely concerned with KGMB-TV matters moved back to 1599 Kapiolani Boulevard to work for the new owner.

The reasons for this move were not well known to the campaign staff or to the station employees at that time because Rep. Heftel preferred that his intention to sell the station remain confidential to avoid unduly alarming the KGMB-TV employees.

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William C. Oldaker, Esq.  
June 7, 1978  
Page Two

I trust that this explanation answers your questions  
about the move.

Sincerely,



Carole L. Kuebler

CLK:lg

cc: Rep. Cecil Heftel

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WILLIAMS & JENSEN  
A PROFESSIONAL CORPORATION  
LAWYERS

1130 SEVENTEENTH STREET, N. W.  
WASHINGTON, D. C. 20036

April 28, 1978

Hand Delivered

2 2  
TELEPHONE  
(202) 785-8241

PAUL ARNESON  
MICHAEL BAUER  
GAIL E. BOWMAN\*  
WINFIELD P. CRIGLER  
DONALD C. EVANS, JR.  
ROBERT E. GLENNON  
ROBERT I. JENSEN  
CAROLE L. KUEBLER  
FORBES MANER\*  
JOHN J. M. MACKIN, JR.\*  
GEORGE G. OLSEN  
J. D. WILLIAMS

\*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20539

Re: MUR 420(77)

Dear Mr. Oldaker:

With this letter, I am transmitting several documents which provide additional facts about certain events during the 1976 campaign of Rep. Cecil Heftel, relative to the above-captioned matter.

These documents include:

Exhibit 1 - Receipts from the Makiki Post Office station, showing rental of post office box #22700 to be used by Friends of Cec Heftel by Ed. Wong, Treasurer of the committee (at that time) on May 19, 1976.

Exhibit 2 - Letter from Mr. Mark T. Luria, Manager of the Commercial/Industrial Department of Aaron M. Chaney, Inc. providing a valuation for short-term rental of commercial space at 1599 Kapiolani Blvd., Honolulu. Aaron M. Chaney, Inc. is a highly reputable commercial/industrial and residential real estate sales and leasing company in Hawaii and is also actively involved in property management and rental.

Exhibit 3 - Appraisal by M. Lipton & Co., Honolulu, of five single-pedestal steel desks and two four-drawer (metal) legal files. (At this time we have been unable to obtain a monthly rental value.)

Exhibit 4 - Memorandum including rental values for a Van comparable to 1959 Ford Van owned by KCMB-TV.

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William C. Oldaker, Esq.  
April 28, 1978  
Page Two

I am also enclosing, for review by you and Lester Scall, a memorandum which summarizes some of my research in reviewing the Form 3 filings by the Friends of Cec Heftel during and after the 1976 campaign. I hope that this memorandum can be the basis for our further discussion at your convenience.

Please call when you wish to schedule a meeting or if you have any additional questions in the meantime.

Sincerely,



Carole L. Kuebler

CLK:lg

Enclosures

cc: Honorable Cecil Heftel  
Lester Scall, Esq. ✓  
Jeff Watanabe, Esq.

70010082201

PAUL ARNESEN  
 MICHAEL BAUER  
 GAIL E. BOWMAN  
 WINFIELD P. CRAIGLE  
 DONALD C. EVANS, J.  
 ROBERT E. GLENNO  
 ROBERT E. JENSEN  
 ROBERT L. KUEBLER  
 CAROLE L. KUEBLER  
 FORBES MANER  
 JOHN J. McMACKI  
 GEORGE G. OLSE  
 J. D. WILLIAMS

MS & JENSEN  
 FINANCIAL CORPORATION  
 1100 NINTH STREET, N.W.  
 WASHINGTON, D. C. 20036  
 April 28, 1978

To: ME  
 From: File (Heftel)  
 Re: Carole L. Kuebler  
 Research on Heftel Campaign

Initiating Campaign Activity

The Friends of Cec Heftel, a candidate-authorized committee ("the Friends of Cec Heftel") filed a statement of organization with the Federal Election Commission (and the committee listed The Treasurer was the House) signed May 20, 1976. The post office box had two addresses: Edwin Kun Pui Wong and dated May 20, 1976. The Treasurer was 1599 Kapiolani Blvd, Honolulu, Hawaii, 96814 and P.O. Box 22700, Honolulu, Hawaii, 96822. The campaign was in a Kapiolani Blvd. address used in one other occasion to be used to receive campaign mail on May 19, 1976. On Mr. Wong to the Clerk of the House of Representatives as a volunteer, and by Mr. Wong to the Clerk of the House of Representatives as a volunteer, and from Mr. Wong to the Clerk of the House of Representatives as a volunteer, and Chairpersons to the Friends of Cec Heftel. It is noteworthy that this formal address was typed at the top of a blank page and was not inside campaign stationery as was printed later for the campaign headquarters on Cooke Street.

Mr. Wong assisted the campaign strictly as a volunteer, and his designation as treasurer was a mere interim appointment. In fact, he lent his name to the organization until an actual "functioning" treasurer could be found.

From every indication as reflected in facts drawn from FEC reports and conversations with campaign personnel, including the candidate, no "campaign" as such existed for Cecil Heftel until late June, 1976. When a "campaign" as defined in the report finally began, the Committee had rented commercial quarters at 851 Cooke Street, Honolulu which was its first and primary headquarters. Assorted facts help to support the fact that the campaign was initiated and conducted in Honolulu.

The Committee's statement of organization was amended signed June 17, 1976 to designate James William as Treasurer and to show its addresses as 851 Cooke Street and P.O. Box 22700, Honolulu.

As confirmed by letter signed June 28, 1976 of the Finance Co-Chairpersons for the Committee.

Expenditures received by the Committee were itemized in its July 10, 1976 report.

Expenditures until June 8, 1976 are listed in the report of Mr. Wong for the

Expenditures itemized on the report include \$1,560 for rent on June 16, 1976 at 1599 Kilihau, Honolulu, a company space on Cooke Street. Committee personnel probably began two to three days before June 13 or 14. The July 10 report includes one and typewriter rental on June 22,

TELEPHONE  
 (202) 785-8241

of raising money, ordering materials and printing of brochures the Heftel "campaign" have begun any earlier than mid-June 1976. with one exception all meetings held in the organizational stages took place at the relations advisers, Siegle, Schiller, and frequent, substantial payments by the campaign support this statement.) Rep. Heftel recalls meeting at the space at 1599 Kapiolani Blvd. in Honolulu. He recalls that it was "almost empty" and the two participants were forced to bring chairs in so they could meet. In the early planning stages of the effort Kapiolani was considered for use as a headquarters but it was not so used and the Cooke Street space was located and used in early June, about the same time that the Committee began to have "contributions" and "expenditures" as defined in the FECA.

Equipment

FEC filings by the Committee include numerous payments at various stages of the campaign to office equipment and supply companies for furniture and equipment, including a July 1, 1976 invoice (reported as a debt) for \$400 from Wholesale Office Furniture, 1047 Waimanu Street, Honolulu for office equipment and furniture rental. Numerous other expenditures for this purpose (typewriters, equipment, furniture) can be found through

WILLIAMS & JENSEN  
A PROFESSIONAL CORPORATION  
LAWYERS

1130 SEVENTEENTH STREET, N. W.

WASHINGTON, D. C. 20036

April 28, 1978

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PAUL ARNESON  
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FORBES MANER\*  
JOHN J. McMACKIN, JR.\*  
GEORGE G. OLSEN  
J. D. WILLIAMS

\*NOT ADMITTED IN D. C.

MEMORANDUM

To: File (Heftel)  
From: *CLK* Carole L. Kuebler  
Re: Research on Heftel Campaign

Initiating Campaign Activity

The Friends of Cec Heftel, a candidate-authorized committee ("the Committee") filed a statement of organization with the Federal Election Commission (and, simultaneously, the Clerk of the House) signed and dated May 20, 1976. The Treasurer was Edwin Kun Pui Wong and the committee listed two addresses: 1599 Kapiolani Blvd, Honolulu, Hawaii, 96814 and P.O. Box 22700, Honolulu, Hawaii, 96822. The post office box had been rented by Mr. Wong to be used to receive campaign mail on May 19, 1976. On only one other occasion was the 1599 Kapiolani Blvd. address used in the FEC filing and that was in a June 1, 1976 letter from Mr. Wong to the Clerk of the House designating two co-Chairpersons to serve on the Friends of Cec Heftel. It is noteworthy that this inside address was typed at the top of a blank page and was not formal campaign stationery as was printed later for the campaign headquarters on Cooke Street.

Mr. Wong assisted the campaign strictly as a volunteer, and his designation as treasurer was a mere interim appointment. In fact, he lent his name to the organization until an actual "functioning" treasurer could be found.

From every indication as reflected in facts drawn from FEC reports and conversations with campaign personnel, including the candidate, no "campaign" as such existed for Cecil Heftel until late June, 1976. When a "campaign" as defined in the FECA finally began, the Committee had rented commercial space at 851 Cooke Street, Honolulu which was its first and only headquarters. Assorted facts help to support the statements above:

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- 1) The Committee's statement of organization was amended by letter signed June 17, 1976 to designate James William Ganley as treasurer and to show its addresses as 851 Cooke Street, Honolulu and P.O. Box 22700, Honolulu.
- 2) The FEC was notified by letter signed June 28, 1976 of the appointment of two Finance Co-Chairpersons for the Committee.
- 3) The first contributions received by the Committee were received June 8, 1976, as itemized in its July 10, 1976 report.
- 4) The Committee reported no expenditures until June 8, 1976 and one of these included reimbursement of Mr. Wong for the post office box rental.
- 5) Other noteworthy Committee expenditures itemized on the July 10 report include payment of \$1,560 for rent on June 16, 1976 to Oceanic Cablevision, 2669 Kilihau, Honolulu, a company which owns the space at 851 Cooke Street. Committee personnel recall that occupancy of the space probably began two to three days before this payment, about June 13 or 14. The July 10 report also includes telephone and typewriter rental on June 22, 1976.

Therefore in terms of raising money, ordering materials or arranging for the printing of brochures the Heftel "campaign" could not be said to have begun any earlier than mid-June 1976. Rep. Heftel says that with one exception all meetings held in the early pre-campaign organizational stages took place at the office of his public relations advisers, Siegle, Schiller, Rolfs & Wood. (Frequent, substantial payments by the campaign to this agency support this statement.) Rep. Heftel recalls one attempt to meet at the space at 1599 Kapiolani Blvd. in early June and recalls that it was "almost empty" and the two or three participants were forced to bring chairs in so they could sit down. In the early planning stages of the effort 1599 Kapiolani was considered for use as a headquarters but it was never so used and the Cooke Street space was located and rented in early June, about the same time that the Committee began to have "contributions" and "expenditures" as defined in the FECA.

#### Office Equipment

FEC filings by the Committee include numerous payments at all stages of the campaign to office equipment and supply companies for furniture and equipment, including a July 1, 1976 invoice (reported as a debt) for \$400 from Wholesale Office Furniture, 1047 Waimanu Street, Honolulu for office equipment and furniture rental. Numerous other expenditures for this purpose (typewriters, equipment, furniture) can be found through

an examination of the Committee's filing of Form 3. In fact, expenditures reimbursing KGMB-TV for "office supplies", a good-faith attempt by the Committee to avoid any incidental donations by the station, are listed. Among these is an item for \$100 on December 28, 1976 (reported in the end of the year report January, 1977) reimbursing Heftel Broadcasting for "rent," which reflects the cautious approach of the Committee in reimbursing the company for space of which it might have made only incidental use.

Because the Committee rented office furniture and equipment from various commercial outlets and because the KGMB-TV accounting department knows of no missing furniture, there is a very real question as to whether or not the five desks and two file cabinets were actually "borrowed" from the station for the campaign. The January 27, 1978 letter from Jeff Watanabe to you provides a thorough discussion of this issue.

In any event, even if the KGMB-TV furniture alleged to have been used in the campaign had been purchased (and the typical campaign practice was to rent, not purchase) an optimistic estimate of its value comes to \$365. Rental value undoubtedly would be much lower.

Moving

KGMB-TV was reimbursed for the time of the hourly employees who may have done some moving for the Committee as part of that time. This reimbursement was made on March 17, 1977, and reported on the Committee's April 10, 1977 report. (Note, this was not done in response to any complaint filed with the FEC of which the Committee had knowledge.) This reimbursement was substantially similar to the average wage rates of the employees involved. Any charge for the use of the station-owned van which may not be included in this figure could not reasonably be figured at more than \$30/day, with, at most, 2 days of moving. During the 58 hours logged, the men did some general office maintenance work such as installing partitions at the Cooke Street headquarters.

An incidental fact in the moving issue is that 1599 Kapiolani is about 3-4 miles from 851 Cooke Street.

09040003207



April 17, 1978

Jeffrey N. Watanabe, Esq.  
Hawaii Building  
Suite 814  
745 Fort Street  
Honolulu, Hawaii 96813

RE: VALUATION OF COMMERCIAL SPACE AT 1599 KAPIOLANI BOULEVARD

Dear Mr. Watanabe:

I am very familiar with commercial real estate values in the Kapiolani business district and have been requested by you to render an opinion regarding the value of approximately 1,000 square feet of commercial office space located in the rear portion of the second floor of a building located at 1599 Kapiolani Boulevard at the corner of Kapiolani Boulevard and Kaheka Street.

It is my understanding that the commercial office space in question has the following characteristics:

1. Rented on a short-term basis between May and June of 1976;
2. Basically loft space;
3. Air-conditioned;
4. No separate entrance;
5. Open-ceiling fluorescent lighting;
6. No Kapiolani Boulevard frontage.

Based on my experience, it is my opinion that commercial space of this kind in mid-1976 would have rented for approximately 50 cents per square foot on a short-term rental basis.

Very truly yours,  
AARON M. CHANEY, INC.

*[Signature]*  
Mark T. Luria, Manager  
Commercial/Industrial Department

clo

7 3 0 4 0 0 8 2 2 0 1

April, 1978

## Memorandum

To: File (Heftel)

From: *CLL* Carole L. Kuebler

Re: Rental Value of Van; Notes from Telephone Conversation with Jeff Watanabe.

1. The 1959 Ford van allegedly used in moving Heftel campaign items has no ascertainable blue book value in Hawaii.
2. Calls to various truck rental establishments to determine rental charges for a van of comparable size, i.e. 10 1/2'X 6 1/2'X 6', and features, i.e. covered van, no tailgate, yielded the information below.

In many cases, these rental establishments did not have in stock vans which were identical to the one allegedly used in the campaign and figures represent a comparable vehicle.

- a) Val's U-Drive  
2722 Kilihau Street  
Honolulu, Hawaii  
808-841-0977

Econoline Van (12'X 8'X 8') - \$30/day + gas and tax.

Modified Econoline Van (11'X 6'X 6 1/2') - \$29.95/day.

The hourly rates for these vehicles is \$5 with a 4 hour minimum.

- b) Budget Rent-A-Truck  
735 N. Nimitz Highway  
Honolulu, Hawaii  
808-524-4000

"Regular" Van (12'X 8'X 8') - Daily rate \$34.95.

- c) Trucks, Inc.  
540 N. Nimitz Highway  
Honolulu, Hawaii  
808-531-3708

"Regular Van (12'X 8'X 8') - \$30 + tax (4%) and gas.

3. Based on these figures we conclude that a fair estimate rental value for a van roughly comparable to the one allegedly used in the Heftel campaign is \$30/day.

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COMPUTATION OF CONTRIBUTIONS  
BY CORPORATION TO COMMITTEE  
MUR 420 (77)

ATTACHMENT V

ITEMS	RESPONDENTS' VIEW	GENERAL COUNSEL'S VIEW
I. Rent for Office Space	\$233.24	\$466.48
II. Employee Time:		
Reimbursed 2/77	\$275.50	\$275.50
Additional Amount Proposed by Rs	29.58	29.58
Fringe Benefit (Est.) 10%	<u>          </u>	<u>30.50</u>
TOTAL	\$305.08	\$335.58
III. Moving Van Rental	60.00	60.00
IV. Furniture Rental	<u>180.00</u>	<u>180.00</u>
TOTAL VALUE OF CONTRIBS.	\$778.32	\$1,042.06
Less Amounts Already Reimbursed For Office Space	100.00	100.00
For Employee Time	<u>275.50</u>	<u>275.50</u>
TOTAL	<u>\$375.50</u>	<u>375.50</u>
TOTAL REMAINING DUE FOR CORP. CONTRIBS.	\$402.82	\$666.56



FEDERAL ELECTION COMMISSION

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

July 17, 1978

MEMORANDUM TO: CHARLES STEELE  
FROM: MARJORIE W. EMMONS *MWE*  
SUBJECT: MUR 420 (77) - Interim Conciliation Report dated 7-11-78  
Signed: 7-14-78  
Received in Office of Commission  
Secretary: 7-14-78, 2:37

The above-mentioned document was circulated on a 24  
hour no-objection basis at 4:00 p.m., July 14, 1978.

As of 4:00 p.m. this date, no objections have been  
received in the Office of Commission Secretary to the  
Interim Conciliation Report.

20010082211

July 14, 1978

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 420

Please have the attached Interim Conciliation Report  
on MUR 420 distributed to the Commission.

Thank you.

78040082212

BEFORE THE FEDERAL ELECTION COMMISSION  
July 11, 1978

In the Matter of )  
 ) MUR 420 (77)  
Congressman Cecil Heftel )

INTERIM CONCILIATION REPORT

23040080211

Respondents have recently submitted their views on the staffs' working draft agreement and we are in the process of analyzing the material and determining what recommendation we should make. This should be completed shortly, at which time we will present a full report to the Commission.

7/14/78  
Date



William C. Oldaker  
General Counsel

RECEIVED  
FEDERAL ELECTION

**WILLIAMS & JENSEN**  
**A PROFESSIONAL CORPORATION**

LAWYERS

1130 SEVENTEENTH STREET, N. W.

WASHINGTON, D. C. 20036

July 3, 1978

1978 JUL 5 PM 12:56

TELEPHONE  
(202) 785-8241

PAUL ARNESON  
MICHAEL BAUER  
GAIL E. BOWMAN\*  
WINFIELD P. CRIGLER  
DONALD C. EVANS, JR.  
ROBERT E. GLENNON  
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FORBES MANER\*  
JOHN J. McMACKIN, JR.\*  
GEORGE G. OLSEN  
J. D. WILLIAMS

\*NOT ADMITTED IN D.C.

William C. Oldaker, Esq.  
General Counsel  
Federal Election Commission  
1325 K Street, N.W., 4th Floor  
Washington, DC 20463

804226

Re: MUR-420

Dear Mr. Oldaker:

Enclosed are photocopies of the two draft conciliation agreements for the Friends of Cecil Heftel Committee and Heftel Broadcasting Company, Inc., with minor changes. My suggested revisions are also enumerated below for clarity. On behalf of these two parties I can state that there is no objection to the text of these agreements with revisions as shown.

With respect to the agreement for the Friends of Cecil Heftel Committee the revisions include:

P. 2, par. D, line 5, strike "new."

P. 6, section IX, strike "pay to the U.S. Treasury" and insert therein "reimburse Heftel Broadcasting Company in" and complete the blank after "\$" with "400".

With respect to the agreement for the Heftel Broadcasting Company the revision includes:

P. 6, section IX, strike "pay to the U.S. Treasury" and insert therein "accept an additional reimbursement from Respondent Committee in" and complete the blank following "\$" with "400".





FEC  
3rd Draft  
5/30/78

DRAFT

BEFORE THE FEDERAL ELECTION COMMISSION  
May , 1978

In the Matter of )  
Hefstel Broadcasting Company, Inc. ) MUR 420 (77)  
~~Friends of Cecil Hefstel Committee~~ )

CONCILIATION AGREEMENT

This matter was initiated on the basis of <sup>a</sup>notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the "Act") specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the Hefstel Broadcasting Company, Inc. and the campaign of Cecil Hefstel for Congress. ~~Friends of Cecil Hefstel Committee~~ (hereinafter referred to as the "Respondent"). Pursuant to this complaint

an investigation has been conducted; the Commission has ~~made~~ <sup>found reasonable</sup> ~~the determinations required by 2 U.S.C. §437g(a)(5) relative to the alleged violations and the Respondent has voluntarily cooperated in supplying information and records.~~ The Commission and Respondent <sup>Corporation</sup> agree to resolve and conciliate the ~~above-captioned~~ matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

*cause to believe that the Hefstel Broadcasting Company, Inc. (hereinafter the "Corporation") violated section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq.*

- I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.
- II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.
- III. That the pertinent facts of this matter are as follows:

-2-

During 1976, Cecil Heftel was a candidate for Congress from the  
 B. ~~In mid June, 1976, Cecil Heftel became an~~  
 First District of Hawaii.  
~~active candidate for Congress from the First~~  
~~District of Hawaii.~~

A. Cecil Heftel was and is, at all times relevant  
 hereto, Chairman of the Board of Heftel Broadcasting  
 Company, a corporation which owns the license for  
 radio station KGMB, and which until April, 1977,  
 through a wholly owned subsidiary, owned the license  
 for television station KGMB. All entities are lo-

cated and do business in Honolulu, Hawaii and are hereinafter <sup>referred to as the "Corporation"</sup> A

(1) On 5/24/76, the Friends of Cecil Heftel Committee registered with the Commission  
 C. ~~The amount of reimbursement made to Heftel Broad-~~  
 as the principal campaign committee for the election of Cecil Heftel. (hereinafter the  
 casting Co., station KGMB, and/or KGMB-TV for the "Committee")

(2) In that registration, the Committee listed 1599 Kapiolani Blvd.,  
 following items is the subject matter of this action:  
 Honolulu, a building leased to Respondent Corporation, as its address. The  
 1. Incidental use by Respondent from May 20  
 Committee also maintained Post Office Box 22700, Honolulu, as its  
 through June 17 of office space located at  
 campaign mailing address and made only incidental use of the premises  
 at 1599 Kapiolani Blvd., Honolulu, Hawaii  
 through 6/17/76.  
 leased to Heftel Broadcasting.

(3) On 6/17/76, in an amendment to its statement of organization filed  
 2. Use by the Respondent of individuals  
 with the Commission, the Committee designated 851 Cooke Street, Honolulu,  
 employed by KGMB-TV and of a 1959 Ford Van  
 as its address.  
 owned by KGMB-TV to move various items to

Respondent's headquarters at 851 Cooke St.,  
 D. On or about 7/16/76, the Committee used five (5) hourly employees of the  
 Honolulu, and  
 Respondent Corporation, and a 1959 vehicle belonging to the Corporation, to  
 3. Use by the Respondent of five metal desks  
 move five (5) desks and two (2) file cabinets, property of the Corporation, from  
 and two file cabinets owned by radio  
 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's  
 station KGMB.  
 new headquarters.

D. Respondent made a good faith effort to make  
 E. On or about 11/3/76, the Committee used Respondent Corporation's employees  
 adequate reimbursement to the appropriate entities  
 and vehicle described in item D, above, to return the Corporation's furniture  
 and duly reported these reimbursements in its required  
 described above from 851 Cooke Street to 1599 Kapiolani Blvd.  
 periodic reports to the Commission, as follows:

F. Respondent Corporation failed to charge the Committee for its use of the Corporation's  
 office space, furniture, employees and vehicles when they were used, but the  
 Committee later paid for these items, and then reported these reimbursements to the

7 8 0 1 0 1 8 2 2 1 9

Commission as follows:

1. ~~The Committee~~ <sup>The Committee</sup> paid ~~Respondent~~ <sup>Respondent Corporation</sup> ~~Hotel Broadcasting~~  
\$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.
2. On March 17, 1977, ~~Respondent~~ <sup>the Committee</sup> reimbursed ~~KCMB-TV~~ <sup>Respondent Corporation</sup> in the amount of \$275.50 for the 58 man-hours spent by ~~employees of KCMB-TV~~ <sup>Corporation</sup> for moving and general maintenance chores performed for ~~Respondent~~ <sup>the Committee</sup> during the campaign. This expenditure was included in ~~Respondent's~~ <sup>the Committee's</sup> first quarterly report for 1977 to the Commission, filed on or before April 10, 1977. ~~The delayed reimbursement and reporting of this amount was the result of an oversight by the Treasurer an omission which was discovered by others on the campaign committee, and remedied soon thereafter.~~
3. ~~Respondent~~ <sup>The Committee</sup> reimbursed ~~KCMB-TV~~ <sup>Respondent Corporation</sup> for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about Sept. 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but ~~Respondent~~ <sup>the Corporation</sup> believes that some of this amount may have been for the use of 5 desks and 2 file cabinets ~~allegedly~~ moved

from ~~space owned by station KGMB~~ at 1599 Kapiolani to the <sup>Committee's</sup> ~~respondent's~~ headquarters at 851 Cooke Street, ~~Honolulu~~.

4. The total reimbursement made by Respondent to Heftel Broadcasting for the duration of the campaign amounts to \$ \_\_\_\_\_.

E. That, in the process of re-checking its financial records, Respondent discovered that it overpaid \$2000 to an office supply company for which Respondent is entitled to reimbursement.

F. That U.S.C. §441b(a) states in pertinent part:

It is unlawful...for any corporation whatever,...to make a contribution or expenditure in connection with any election at which...[a] Representative in...Congress...[is] to be voted for,... or for any candidate, political committee or other person knowingly to accept or receive any contribution prohibited by this section....(emphasis supplied)

G. That §104.3(a) of the regulations adopted by the Commission to implement the provisions of the Act states:

(1) Each in-kind contribution shall be valued at the usual and normal charge on the date received and reported if in excess of \$100 on the appropriate schedule of receipts, identified as to its nature and listed as an "in-kind contribution."

(2) Except for items noted in (b) below, each contribution shall be reported as an expenditure at the same usual and normal charge and reported on the appropriate expenditure schedule, identified and listed as an "in-kind contribution."

IV. Wherefore, Respondent and Commission agree as follows:

IV. The FECA of 1971, as amended, (the Act), prohibits corporations from making in-kind contributions to candidates or political committees.

V. Respondent Corporation's failure to charge the Committee for the Committee's use of the Corporation's office space, employees and vehicle at the time they were utilized, constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VI. This giving of contributions by the Corporation is not a knowing and willful violation of the Act.

VII. In connection with its efforts to administer the Act, the Commission has stated by regulations published in the Federal Register on 8/25/76 and becoming effective on 4/13/77 that in-kind contributions be valued at their usual and normal charges, and has defined usual and normal. These regulations were not in effect at the time that the contributions were given or payments accepted by the Respondent Corporation.

VIII. The Commission believes that the rules established by the regulations are required by the Act and for that reason has determined that the Respondent Corporation has accepted an insufficient amount from the Committee for the use of the Corporation's office space,

A. It is acknowledged that the 1976 primary and general elections were the first such elections to be governed by the Act; that portions of the previous campaign act had been found unconstitutional by the Supreme Court in Buckley v. Valeo, 424 U.S. 1 (1976), and that the regulations were not promulgated by the Commission until April 13, 1977 (42 F.R. 19324).

B. That the reimbursements of Heftel Broadcasting and KGMB-TV by respondent for the aforementioned in-kind contributions were generally reasonable in light of the relevant statutory provisions and the absence of explanatory materials or regulations.

C. That although the aforementioned reimbursements were generally reasonable, if viewed in light of later explanatory materials and regulations published by the Commission, the total reimbursements for use of the aforementioned items owned by Heftel Broadcasting and KGMB-TV may have been unreasonably low, and may have resulted in a technical, unknowing violation of 2 U.S.C. §441b.

D. That adding \$134.00 to the reimbursement of Heftel Broadcasting, and \$90.58 to the reimbursement of KGMB-TV, and reimbursing station KGMB \$180 results in a reasonable valuation of the usual and normal charge for the use of certain aforementioned items owned by Heftel Broadcasting, KGMB-TV, and station KGMB.

will accept an additional \$40 reimbursement from Respondent to minimize in me.

furniture, employees and vehicle.

IX. In order to comply with the Commission's conclusion in this regard, Respondent Corporation will pay to the U.S. Treasury the amount of \$400, which is equivalent to the additional amount the Commission believes should have been paid to the Corporation at the time these in kind contributions were received made.

~~F. That Respondent will reimburse a total of \$331.58 to Heftel Broadcasting for the aforementioned items and will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.~~

X. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

XI. Should the Respondent Corporation ever allow its goods, facilities, equipment, supplies, personnel or services to be used by a Federal candidate or committee, it shall not do so without charging for such usage in compliance with the Act.

~~G. Should Cecil Heftel again become a candidate subject to the Act, Respondent or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.~~

GENERAL CONDITIONS

XII.

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

XIII.

A. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XIV. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XV. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

\_\_\_\_\_  
Date

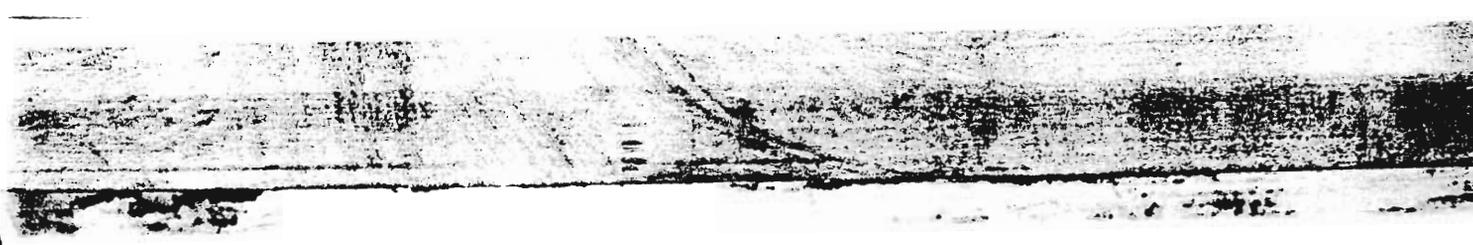
\_\_\_\_\_  
William C. Oldaker, Esquire  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
Washington, DC 20463

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey Watanabe, Esquire  
Assistant Treasurer and Counsel  
Friends of Cecil Heftel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carole L. Kuebler, Esquire  
Counsel  
Friends of Cecil Heftel



FEC  
3rd draft  
5/30/78

DRAFT

BEFORE THE FEDERAL ELECTION COMMISSION  
May , 1978

In the Matter of )  
 ) MUR 420 (77)  
Friends of Cecil Heftel Committee )

CONCILIATION AGREEMENT

This matter was initiated on the basis of <sup>a</sup>notarized complaint filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the "Act") specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the ~~Friends of Cecil Heftel Committee~~ <sup>campaign of Cecil Heftel for Congress and the Heftel Broadcasting Company, Inc.</sup> (hereinafter referred to as the "Respondent"). Pursuant to this complaint

<sup>found reasonable</sup>  
an investigation has been conducted; the Commission has ~~made~~ <sup>made</sup> ~~the determinations required by 2 U.S.C. §437g(a)(5) relative to the alleged violations and the Respondent has voluntarily~~ <sup>cause to believe that the Friends of Cecil Heftel Committee (hereinafter the "Committee") violated Section 411b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq.</sup>

~~cooperated in supplying information and records.~~ The Commission and Respondent <sup>Committee</sup> agree to resolve and conciliate the ~~above captioned~~ matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

- I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.
- II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.
- III. That the pertinent facts of this matter are as follows:

~~B. In mid June, 1976, Cecil Heftel became an active candidate for Congress from the First District of Hawaii.~~  
During 1976, Cecil Heftel was a candidate for Congress from the First District of Hawaii.

A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB, and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii <sup>referred to as the "Corporation"</sup> and are hereinafter referred to as the "Corporation".

~~C. (1) On 5/20/76, the Respondent Committee registered with the Commission as the principal campaign committee for the election of Cecil Heftel. The amount of reimbursement made to Heftel Broadcasting Co., station KGMB, and/or KGMB-TV for the~~

~~(2) In that registration, the Respondent Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to the Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and made only incidental use of the premises at 1599 Kapiolani Blvd. through 6/17/76.~~  
*(1) On 5/20/76, the Respondent Committee registered with the Commission as the principal campaign committee for the election of Cecil Heftel. The amount of reimbursement made to Heftel Broadcasting Co., station KGMB, and/or KGMB-TV for the*  
*(2) In that registration, the Respondent Committee listed 1599 Kapiolani Blvd., Honolulu, a building leased to the Corporation, as its address. The Committee also maintained Post Office Box 22700, Honolulu, as its campaign mailing address and made only incidental use of the premises at 1599 Kapiolani Blvd. through 6/17/76.*

~~(3) On 6/19/76, in an amendment to its statement of organization filed with the Commission, the Committee designated 851 Cooke Street, Honolulu, as its address. Use by the Respondent of individuals employed by KGMB-TV and of a 1959 Ford Van owned by KGMB-TV to move various items to~~

~~D. On or about 7/14/76, the Respondent Committee used five (5) hourly employees of the Corporation and a 1959 vehicle belonging to the Corporation to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's new headquarters.~~  
*D. On or about 7/14/76, the Respondent Committee used five (5) hourly employees of the Corporation and a 1959 vehicle belonging to the Corporation to move five (5) desks and two (2) file cabinets, property of the Corporation, from 1599 Kapiolani Blvd. to 851 Cooke Street, and to organize the Committee's new headquarters.*

~~E. On or about 11/3/76, the Respondent Committee used the Corporation's adequate reimbursement to the appropriate entities employees and vehicle described in item D, above, to return the Corporation's and duly reported these reimbursements in its required periodic reports to the Commission, as follows:~~  
*E. On or about 11/3/76, the Respondent Committee used the Corporation's adequate reimbursement to the appropriate entities employees and vehicle described in item D, above, to return the Corporation's and duly reported these reimbursements in its required periodic reports to the Commission, as follows:*

~~F. The Respondent made a good faith effort to make adequate reimbursement to the Corporation for the use of its office space, furniture, employees and vehicle, and then reported these reimbursements to the Commission, as follows:~~  
*F. The Respondent made a good faith effort to make adequate reimbursement to the Corporation for the use of its office space, furniture, employees and vehicle, and then reported these reimbursements to the Commission, as follows:*

-3-

1. Respondent<sup>Committee</sup> paid ~~Heftel Broadcasting~~<sup>the Corporation</sup> \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.
2. On March 17, 1977 Respondent<sup>Committee</sup> reimbursed ~~KCMB~~<sup>the Corporation</sup> in the amount of \$275.50 for the 58 man-hours spent by ~~employees of KCMB-TV~~<sup>Corporation</sup> for moving and general maintenance chores performed for ~~Respondent~~<sup>the Committee</sup> during the campaign. This expenditure was included in ~~Respondent's~~<sup>the Committee's</sup> first quarterly report for 1977 to the Commission, filed on or before April 10, 1977. ~~The delayed reimbursement and reporting of this amount was the result of an oversight by the Treasurer--an omission which was discovered by others on the campaign committee, and remedied soon thereafter.~~
3. Respondent<sup>Committee</sup> reimbursed ~~KCMB-TV~~<sup>the Corporation</sup> for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about Sept. 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but ~~Respondent~~<sup>the Committee</sup> believes that some of this amount may have been for the use of 5 desks and 2 file cabinets ~~allegedly~~ moved

from ~~space owned by station KGMB~~ at 1599 Kapiolani to the <sup>Committee's</sup> ~~respondent's~~ headquarters at 851 Cooke Street, ~~Honolulu~~.

4. The total reimbursement made by Respondent to Heftel Broadcasting for the duration of the campaign amounts to \$\_\_\_\_\_.

E. That, in the process of re-checking its financial records, Respondent discovered that it overpaid \$2000 to an office supply company for which Respondent is entitled to reimbursement.

F. That U.S.C. §441b(a) states in pertinent part:

It is unlawful...for any corporation whatever,...to make a contribution or expenditure in connection with any election at which...[a] Representative in...Congress...[is] to be voted for,... or for any candidate, political committee or other person knowingly to accept or receive any contribution prohibited by this section... (emphasis supplied)

G. That §104.3(a) of the regulations adopted by the Commission to implement the provisions of the Act states:

- (1) Each in-kind contribution shall be valued at the usual and normal charge on the date received and reported if in excess of \$100 on the appropriate schedule of receipts, identified as to its nature and listed as an "in-kind contribution."
- (2) Except for items noted in (b) below, each contribution shall be reported as an expenditure at the same usual and normal charge and reported on the appropriate expenditure schedule, identified and listed as an "in-kind contribution."

IV. Wherefore, Respondent and Commission agree as follows:

IV. The FECA of 1971, as amended (the Act), prohibits candidates and political committees from accepting in-kind contributions from corporations.

V. Respondent Committee's failure to pay for the use of the Corporation's office space, ~~and~~ employees and vehicle at the time they were utilized, constitutes its receipt of in-kind corporate contributions, in violation of 2 U.S.C. §441b.

VI. This acceptance of contributions by Respondent Committee is not a knowing and willful violation of the Act.

VII. In connection with its efforts to administer the Act, the Commission has stated by regulations published in the Federal Register on 8/25/76 + becoming effective on 4/13/77, that in-kind contributions be valued at their usual and normal charges, and has defined usual and normal. These regulations were not in effect at the time that the contributions which are the subject of this agreement were received or paid for by the Respondent Committee.

A. It is acknowledged that the 1976 primary and general elections were the first such elections to be governed by the Act; that portions of the previous campaign act had been found unconstitutional by the Supreme Court in Buckley v. Valeo, 424 U.S. 1 (1976), and that the regulations were not promulgated by the Commission until April 13, 1977 (42 F.R. 19324).

B. That the reimbursements of Heftel Broadcasting and KGMB-TV by respondent for the aforementioned in-kind contributions were generally reasonable in light of the relevant statutory provisions and the absence of explanatory materials or regulations.

C. That although the aforementioned reimbursements were generally reasonable, if viewed in light of later explanatory materials and regulations published by the Commission, the total reimbursements for use of the aforementioned items owned by Heftel Broadcasting and KGMB-TV may have been unreasonably low, and may have resulted in a technical, unknowing violation of 2 U.S.C. §441b.

D. That adding \$134.00 to the reimbursement of Heftel Broadcasting, and \$90.58 to the reimbursement of KGMB-TV, and reimbursing station KGMB \$180 results in a reasonable valuation of the usual and normal charge for the use of certain aforementioned items owned by Heftel Broadcasting, KGMB-TV, and station KGMB.

VIII. The Commission believes that the rules established by the regulations are required by the Act and for that reason has determined that the Respondent Committee

has paid an insufficient amount for the use of the office space, furniture, employees and vehicle of the Corporation.

IX. In order to comply with the Commission's conclusion in this regard, Respondent Committee will pay to the Heftel Broadcasting Company the amount of \$400, which is equivalent to the additional amount the Commission believes should have been paid to the Corporation at the time these in kind contributions were received.

~~That Respondent will reimburse a total of \$331.58 to Heftel Broadcasting for the afore mentioned items and~~ Respondent Committee will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

XI. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

XII. Should Cecil Heftel again become a candidate subject to the Act, Respondent Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

GENERAL CONDITIONS

XIII. A. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

XIV. A. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

**XV.** It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

**XVI.** This Agreement is executed in full satisfaction of all issues raised in this compliance action.

\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Oldaker, Esquire  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
Washington, DC 20463

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey Watanabe, Esquire  
Assistant Treasurer and Counsel  
Friends of Cecil Heftel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carole L. Kuebler, Esquire  
Counsel  
Friends of Cecil Heftel

JUL 5 12:23  
1978

**WILLIAMS & JENSEN**  
A PROFESSIONAL CORPORATION  
1130 17TH STREET N.W., SUITE 620  
WASHINGTON, D.C. 20036

**To:** William C. Oldaker, Esq.  
General Counsel  
Federal Election Commission  
1325 K Street, N.W., 4th fl.  
Washington, DC 29463

**FIRST CLASS MAIL**



FEDERAL ELECTION COMMISSION

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

June 26, 1978

Carole L. Kuebler, Esquire  
Williams & Jensen  
1130 17th Street, N.W.  
Washington, D.C. 20036

Re: MUR 420

Dear Ms. Kuebler:

I am writing to inquire about your latest views on conciliation of the captioned matter. While I do understand that your response may be delayed because your clients are in Hawaii, our staffs' working draft proposal was submitted to you on May 30th. I have advised the Commission that we expect a response shortly and I would like to transmit some specific information to them as soon as possible. For your information, Lester Scall, the attorney handling this matter, will be away until July 6th.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "William C. Oldaker".

William C. Oldaker  
General Counsel

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FEDERAL ELECTION COMMISSION

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

June 19, 1978

MEMORANDUM TO: CHARLES STEELE  
FROM: MARJORIE W. EMMONS *MWE*  
SUBJECT: MUR 420 (77) - Interim Conciliation Report dated 6-16-78  
Received in OCS: 6-16-78, 3:13

The above-mentioned document was circulated on a 24 hour  
no-objection basis at 2:00 p.m., June 19, 1978.

As of 3:30 p.m., this date, no objections have been  
received in the Office of Commission Secretary to the Interim Conciliation  
Report.



June 16, 1978

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 420

Please have the attached Interim Conciliation Report  
on MUR 420 distributed to the Commission.

Thank you.

78040082234

BEFORE THE FEDERAL ELECTION COMMISSION  
June 14, 1978

In the Matter of )  
 ) MUR 420(77)  
Congressman Cecil Heftel )

INTERIM CONCILIATION REPORT

After discussing with respondents their counter proposal for conciliation, our staff have submitted a new working draft agreement to them for their consideration. Respondents are expected to advise us shortly as to whether they would agree to such a proposal and at that time we will advise the Commission and determine whether any recommendation would be appropriate.

16 June 1978  
Date

  
\_\_\_\_\_  
William C. Oldaker  
General Counsel

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Doc 3767

RECEIVED  
FEDERAL ELECTION  
COMMISSION

**WILLIAMS & JENSEN**  
A PROFESSIONAL CORPORATION  
LAWYERS  
1130 SEVENTEENTH STREET, N.W.  
WASHINGTON, D. C. 20036

JUN 12 AM 9:35

TELEPHONE  
(202) 785-8241

PAUL ARNESON  
MICHAEL BAUER  
GAIL E. BOWMAN\*  
WINFIELD P. CRIGLER  
DONALD C. EVANS, JR.  
ROBERT E. GLENNON  
ROBERT E. JENSEN  
CAROLE L. KUEBLER  
FORBES MANER\*  
JOHN J. McMACKIN, JR.\*  
GEORGE G. OLSEN  
J. D. WILLIAMS

June 7, 1978

\*NOT ADMITTED IN D. C.

803485

William C. Oldaker, Esq.  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
4th Floor  
Washington, D.C. 20463

Re: MUR 420(77)

Dear Mr. Oldaker:

With respect to the above captioned matter you had requested an explanation for the move in April, 1976 by the accounting department of KGMB-TV from the space it occupied at 1599 Kapiolani Boulevard, Honolulu, Hawaii to a different location and its subsequent relocation at 1599 Kapiolani in April of the following year. According to Rep. Heftel the reason for this move is as follows: In the spring of 1976 when Rep. Heftel was contemplating seeking election to Congress he decided to sell KGMB-TV. He actively, but quietly, sought a purchaser.

The accounting department handled matters not only for KGMB-TV but also for radio station KGMB and Heftel Broadcasting, and Rep. Heftel decided to begin to separate the accounting of KGMB-TV from that of the other two entities thinking that this could best be accomplished by relocating the department.

A purchaser for KGMB-TV was located in November, 1976 but final FCC approval for the sale was not given until April, 1977. At that time the accountants who were solely concerned with KGMB-TV matters moved back to 1599 Kapiolani Boulevard to work for the new owner.

The reasons for this move were not well known to the campaign staff or to the station employees at that time because Rep. Heftel preferred that his intention to sell the station remain confidential to avoid unduly alarming the KGMB-TV employees.

733103336

William C. Oldaker, Esq.  
June 7, 1978  
Page Two

I trust that this explanation answers your questions  
about the move.

Sincerely,



Carole L. Kuebler

CLK:lg

cc: Rep. Cecil Heftel

79040131237

WILLIAMS & JENSEN

A PROFESSIONAL CORPORATION

LAWYERS

1130 SEVENTEENTH STREET, N. W.

WASHINGTON, D. C. 20036

JUN 12 11 30 AM '64

William C. Oldaker, Esq.  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
4th Floor  
Washington, D.C. 20463



FEDERAL ELECTION COMMISSION

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

May 24, 1978

MEMORANDUM TO: CHARLES STEELE

FROM:

MARJORIE W. EMMONS

*more by pc*

SUBJECT:

MUR 420 - Interim Conciliation Report dated 5-18-78  
Received in Office of Commission  
Secretary: 5-19-78

The above-mentioned document was circulated on a 24  
hour no-objection basis at 12:30 p.m., May 23, 1978.

There were no objections to the Interim Conciliation Report.

78040082239

May 19, 1978

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 420

Please have the attached Interim Conciliation  
Report distributed to the Commission.

Thank you.

78040082240

BEFORE THE FEDERAL ELECTION COMMISSION  
May 18, 1978

In the Matter of )  
 ) MUR 420 (77)  
Congressman Cecil Heftel )

INTERIM CONCILIATION REPORT

Counsel for respondents has met with us to give us their views on the Commission's proposed conciliation agreement. We have just received a counter proposal for conciliation from them and are in the process of analyzing it. After we have discussed the two proposals with respondents we will be in a position to present our recommendations to the Commission.

5/18/78  
Date



---

William C. Oldaker  
General Counsel

7301073124

APC 3534  
RECEIVED  
FEDERAL ELECTION  
COMMISSION

**WILLIAMS & JENSEN**  
**A PROFESSIONAL CORPORATION**  
LAWYERS

'78 MAY 12 PM 12:50

1130 SEVENTEENTH STREET, N. W.  
WASHINGTON, D. C. 20036

TELEPHONE  
(202) 785-8241

May 10, 1978

**802694**

PAUL ARNESON  
MICHAEL BAUER  
GAIL E. BOWMAN\*  
WINFIELD P. CRIGLER  
DONALD C. EVANS, JR.  
ROBERT E. GLENNON  
ROBERT E. JENSEN  
CAROLE L. KUEBLER  
FORBES MANER\*  
JOHN J. McMACKIN, JR.\*  
GEORGE G. OLSEN  
J. D. WILLIAMS

\*NOT ADMITTED IN D. C.

William C. Oldaker, Esq.  
General Counsel  
Federal Election Commission  
1406 K Street, NW  
Washington, DC 20539

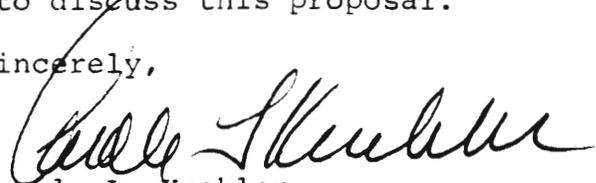
Re: MUR 420(77)

Dear Mr. Oldaker:

With this letter, I am transmitting a draft concilia-  
tion agreement for the above-captioned matter.

Please call when you wish to discuss this proposal.

Sincerely,

  
Carole L. Kuebler

CLK/lh

Enclosure

cc: Hon. Cecil Heftel

DRAFT

BEFORE THE FEDERAL ELECTION COMMISSION

May , 1978

In the Matter of )  
 ) MUR 420 (77)  
Friends of Cecil Heftel Committee )

CONCILIATION AGREEMENT

7 3 0 1 0 3 1 2 4 1

This matter was initiated on the basis of notarized complaints filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the "Act") specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the Friends of Cecil Heftel Committee (hereinafter referred to as the "Respondent"). Pursuant to this complaint an investigation has been conducted; the Commission has made the determinations required by 2 U.S.C. §437g(a)(5) relative to the alleged violations and the Respondent has voluntarily cooperated in supplying information and records. The Commission and Respondent agree to resolve and conciliate the above-captioned matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.

II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.

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

A. In mid-June, 1976, Cecil Heftel became an active candidate for Congress from the First District of Hawaii.

B. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB, and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii.

C. The amount of reimbursement made to Heftel Broadcasting Co., station KGMB, and/or KGMB-TV for the following items is the subject matter of this action:

1. Incidental use by Respondent from May 20 through June 17 of office space located at 1599 Kapiolani Blvd., Honolulu, Hawaii leased to Heftel Broadcasting.

2. Use by the Respondent of individuals employed by KGMB-TV and of a 1959 Ford Van owned by KGMB-TV to move various items to Respondent's headquarters at 851 Cooke St., Honolulu, and

3. Use by the Respondent of five metal desks and two file cabinets owned by radio station KGMB.

D. Respondent made a good faith effort to make adequate reimbursement to the appropriate entities and duly reported these reimbursements in its required periodic reports to the Commission, as follows:

7 3 0 1 0 0 8 1 2 4 4

1. Respondent paid Hefstel Broadcasting \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.
2. On March 17, 1977 Respondent reimbursed KGMB-TV in the amount of \$275.50 for the 58 man-hours spent by employees of KGMB-TV for moving and general maintenance chores performed for Respondent during the campaign. This expenditure was included in Respondent's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977. The delayed reimbursement and reporting of this amount was the result of an oversight by the Treasurer--an omission which was discovered by others on the campaign committee, and remedied soon thereafter.
3. Respondent reimbursed KGMB-TV for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about Sept. 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but Respondent believes that some of this amount may have been for the use of 5 desks and 2 file cabinets allegedly moved

7901078245

- 4 -

from space owned by station KGMZ at 1599  
Kapiolani to the respondent's headquarters  
at 851 Cooke Street, Honolulu.

4. The total reimbursement made by Respondent  
to Heftel Broadcasting for the duration of  
the campaign amounts to \$\_\_\_\_\_.

E. That, in the process of re-checking its  
financial records, Respondent discovered that  
it overpaid \$2000 to an office supply company  
for which Respondent is entitled to reimbursement.

F. That U.S.C. §441b(a) states in pertinent part:

It is unlawful...for any corporation  
whatever,...to make a contribution or  
expenditure in connection with any  
election at which...[a] Representative  
in...Congress...[is] to be voted for,...  
or for any candidate, political committee  
or other person knowingly to accept or  
receive any contribution prohibited by  
this section....(emphasis supplied)

G. That §104.3(a) of the regulations adopted  
by the Commission to implement the provisions  
of the Act states:

(1) Each in-kind contribution shall be  
valued at the usual and normal charge on  
the date received and reported if in ex-  
cess of \$100 on the appropriate schedule  
of receipts, identified as to its nature  
and listed as an "in-kind contribution."  
(2) Except for items noted in (b) below,  
each contribution shall be reported as an  
expenditure at the same usual and normal  
charge and reported on the appropriate  
expenditure schedule, identified and  
listed as an "in-kind contribution."

IV. Wherefore, Respondent and Commission agree as  
follows:

7 3 0 1 0 7 8 2 4 5

A. It is acknowledged that the 1976 primary and general elections were the first such elections to be governed by the Act; that portions of the previous campaign act had been found unconstitutional by the Supreme Court in Buckley v. Valeo, 424 U.S. 1 (1976), and that the regulations were not promulgated by the Commission until April 13, 1977 (42 F.R. 19324).

B. That the reimbursements of Heftel Broadcasting and KGMB-TV by respondent for the aforementioned in-kind contributions were generally reasonable in light of the relevant statutory provisions and the absence of explanatory materials or regulations.

C. That although the aforementioned reimbursements were generally reasonable, if viewed in light of later explanatory materials and regulations published by the Commission, the total reimbursements for use of the aforementioned items owned by Heftel Broadcasting and KGMB-TV may have been unreasonably low, and may have resulted in a technical, unknowing violation of 2 U.S.C. §441b.

D. That adding \$134.00 to the reimbursement of Heftel Broadcasting, and \$90.52 to the reimbursement of KGMB-TV, and reimbursing station KGMB \$180 results in a reasonable valuation of the usual and normal charge for the use of certain aforementioned items owned by Heftel Broadcasting, KGMB-TV, and station KGMB.

2 2 1 1 0 3 8 1 2 4 7

D. That Respondent will reimburse a total of \$331.58 to Heftel Broadcasting for the aforementioned items and will amend the appropriate reports filed pursuant to 2 U.S.C. §454 to reflect these expenditures.

E. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

G. Should Cecil Heftel again become a candidate subject to the Act, Respondent or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

V. GENERAL CONDITIONS

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

B. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

79010082248

C. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

D. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Oldaker, Esquire  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
Washington, DC 20463

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey Watanabe, Esquire  
Assistant Treasurer and Counsel  
Friends of Cecil Heftel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carole L. Kuebler, Esquire  
Counsel  
Friends of Cecil Heftel

20010781213

WILLIAMS & JENSEN

A PROFESSIONAL CORPORATION

LAWYERS

1110 SEVENTEENTH STREET, N. W.

WASHINGTON, D. C. 20036

William C. Oldaker, Esq.  
General Counsel  
Federal Election Commission  
1406 K Street, NW  
Washington, DC 20539

78 MAY 17 PM 12:50

FEDERAL ELECTION COMMISSION

DOC 3516  
NRW

**WILLIAMS & JENSEN**  
**A PROFESSIONAL CORPORATION**  
LAWYERS

PAUL ARNESON  
MICHAEL BAUER  
GAIL E. BOWMAN\*  
WINFIELD P. CRIGLER  
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ROBERT E. GLENNON  
ROBERT E. JENSEN  
CAROLE L. KUEBLER  
FORBES MANER\*  
JOHN J. McMACKIN, JR.\*  
GEORGE G. OLSEN  
J. D. WILLIAMS

1130 SEVENTEENTH STREET, N. W.  
WASHINGTON, D. C. 20036

TELEPHONE  
(202) 785-8241

May 10, 1978

Hand Delivered

\*NOT ADMITTED IN D. C.

William C. Oldaker, Esq.  
General Counsel  
Federal Election Commission  
1325 K Street, N.W., 4th Floor  
Washington, D.C. 20463

Re: MUR 420(77)

Dear Mr. Oldaker:

With this letter, I am transmitting a draft conciliation agreement for the above-captioned matter.

Please call when you wish to discuss this proposal.

Sincerely,

  
Carole L. Kuebler

CLK:lg

Enclosure

cc: Hon. Cecil Heftel

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DRAFT

BEFORE THE FEDERAL ELECTION COMMISSION  
May , 1978

In the Matter of )  
 ) MUR 420 (77)  
Friends of Cecil Heftel Committee )

CONCILIATION AGREEMENT

This matter was initiated on the basis of notarized complaints filed under the Federal Election Campaign Act of 1971, as amended (hereinafter referred to as the "Act") specifically 2 U.S.C. §437g, with the Federal Election Commission (hereinafter referred to as the "Commission") against the Friends of Cecil Heftel Committee (hereinafter referred to as the "Respondent"). Pursuant to this complaint an investigation has been conducted; the Commission has made the determinations required by 2 U.S.C. §437g(a)(5) relative to the alleged violations and the Respondent has voluntarily cooperated in supplying information and records. The Commission and Respondent agree to resolve and conciliate the above-captioned matters under review pursuant to 2 U.S.C. §437g(a)(5)(A) by agreeing as follows:

- I. That the Commission has jurisdiction over the Respondent and the subject matter of this proceeding.
- II. That the Respondent has had a reasonable opportunity to demonstrate that no action should be taken against it.
- III. That the pertinent facts of this matter are as follows:

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A. In mid-June, 1976, Cecil Heftel became an active candidate for Congress from the First District of Hawaii.

B. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB, and which until April, 1977, through a wholly owned subsidiary, owned the license for television station KGMB. All entities are located and do business in Honolulu, Hawaii.

C. The amount of reimbursement made to Heftel Broadcasting Co., station KGMB, and/or KGMB-TV for the following items is the subject matter of this action:

1. Incidental use by Respondent from May 20 through June 17 of office space located at 1599 Kapiolani Blvd., Honolulu, Hawaii leased to Heftel Broadcasting.
2. Use by the Respondent of individuals employed by KGMB-TV and of a 1959 Ford Van owned by KGMB-TV to move various items to Respondent's headquarters at 851 Cooke St., Honolulu, and
3. Use by the Respondent of five metal desks and two file cabinets owned by radio station KGMB.

D. Respondent made a good faith effort to make adequate reimbursement to the appropriate entities and duly reported these reimbursements in its required periodic reports to the Commission, as follows:

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1. Respondent paid Hoftel Broadcasting \$100.00 for "rent" on December 28, 1976 and disclosed this expenditure on its end-of-the-year report to the Commission.
2. On March 17, 1977 Respondent reimbursed KGMB-TV in the amount of \$275.50 for the 58 man-hours spent by employees of KGMB-TV for moving and general maintenance chores performed for Respondent during the campaign. This expenditure was included in Respondent's first quarterly report for 1977 to the Commission, filed on or before April 10, 1977. The delayed reimbursement and reporting of this amount was the result of an oversight by the Treasurer--an omission which was discovered by others on the campaign committee, and remedied soon thereafter.
3. Respondent reimbursed KGMB-TV for "office supplies" on August 4, and August 19, 1976 in the amounts of \$243 and \$107.43, respectively and reported these expenditures in its 10-day pre-primary report filed on or about Sept. 20, 1976. The specific supplies for which this reimbursement was intended are not included in the report but Respondent believes that some of this amount may have been for the use of 5 desks and 2 file cabinets allegedly moved

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from space owned by station KGMB at 1599 Kapiolani to the respondent's headquarters at 851 Cooke Street, Honolulu.

4. The total reimbursement made by Respondent to Heftel Broadcasting for the duration of the campaign amounts to \$\_\_\_\_\_.

E. That, in the process of re-checking its financial records, Respondent discovered that it overpaid \$2000 to an office supply company for which Respondent is entitled to reimbursement.

F. That U.S.C. §441b(a) states in pertinent part:

It is unlawful...for any corporation whatever,...to make a contribution or expenditure in connection with any election at which...[a] Representative in...Congress...[is] to be voted for,... or for any candidate, political committee or other person knowingly to accept or receive any contribution prohibited by this section....(emphasis supplied)

G. That §104.3(a) of the regulations adopted by the Commission to implement the provisions of the Act states:

- (1) Each in-kind contribution shall be valued at the usual and normal charge on the date received and reported if in excess of \$100 on the appropriate schedule of receipts, identified as to its nature and listed as an "in-kind contribution."
- (2) Except for items noted in (b) below, each contribution shall be reported as an expenditure at the same usual and normal charge and reported on the appropriate expenditure schedule, identified and listed as an "in-kind contribution."

IV. Wherefore, Respondent and Commission agree as follows:

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A. It is acknowledged that the 1976 primary and general elections were the first such elections to be governed by the Act; that portions of the previous campaign act had been found unconstitutional by the Supreme Court in Buckley v. Valeo, 424 U.S. 1 (1976), and that the regulations were not promulgated by the Commission until April 13, 1977 (42 F.R. 19324).

B. That the reimbursements of Heftel Broadcasting and KGMB-TV by respondent for the aforementioned in-kind contributions were generally reasonable in light of the relevant statutory provisions and the absence of explanatory materials or regulations.

C. That although the aforementioned reimbursements were generally reasonable, if viewed in light of later explanatory materials and regulations published by the Commission, the total reimbursements for use of the aforementioned items owned by Heftel Broadcasting and KGMB-TV may have been unreasonably low, and may have resulted in a technical, unknowing violation of 2 U.S.C. §441b.

D. That adding \$134.00 to the reimbursement of Heftel Broadcasting, and \$90.58 to the reimbursement of KGMB-TV, and reimbursing station KGMB \$180 results in a reasonable valuation of the usual and normal charge for the use of certain aforementioned items owned by Heftel Broadcasting, KGMB-TV, and station KGMB.

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E. That Respondent will reimburse a total of \$331.58 to Heftel Broadcasting for the aforementioned items and will amend the appropriate reports filed pursuant to 2 U.S.C. §434 to reflect these expenditures.

F. That this conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

G. Should Cecil Heftel again become a candidate subject to the Act, Respondent or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

V. GENERAL CONDITIONS

A. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

B. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

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C. It is agreed that Respondent shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

D. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Oldaker, Esquire  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
Washington, DC 20463

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey Watanabe, Esquire  
Assistant Treasurer and Counsel  
Friends of Cecil Heftel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carole L. Kuebler, Esquire  
Counsel  
Friends of Cecil Heftel

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**WILLIAMS & JENSEN**  
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GEORGE G. OLSEN  
J. D. WILLIAMS

April 28, 1978

Hand Delivered

\*NOT ADMITTED IN D. C.

William C. Oldaker, Esq.  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20539

Re: MUR 420(77)

Dear Mr. Oldaker:

With this letter, I am transmitting several documents which provide additional facts about certain events during the 1976 campaign of Rep. Cecil Heftel, relative to the above-captioned matter.

These documents include:

Exhibit 1 - Receipts from the Makiki Post Office station, showing rental of post office box #22700 to be used by Friends of Cec Heftel by Ed. Wong, Treasurer of the committee (at that time) on May 19, 1976.

Exhibit 2 - Letter from Mr. Mark T. Luria, Manager of the Commercial/Industrial Department of Aaron M. Chaney, Inc. providing a valuation for short-term rental of commercial space at 1599 Kapiolani Blvd., Honolulu. Aaron M. Chaney, Inc. is a highly reputable commercial/industrial and residential real estate sales and leasing company in Hawaii and is also actively involved in property management and rental.

Exhibit 3 - Appraisal by M. Lipton & Co., Honolulu, of five single-pedestal steel desks and two four-drawer (metal) legal files. (At this time we have been unable to obtain a monthly rental value.)

Exhibit 4 - Memorandum including rental values for a Van comparable to 1959 Ford Van owned by KGMB-TV.

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William C. Oldaker, Esq.  
April 28, 1978  
Page Two

I am also enclosing, for review by you and Lester Scall, a memorandum which summarizes some of my research in reviewing the Form 3 filings by the Friends of Cec Heftel during and after the 1976 campaign. I hope that this memorandum can be the basis for our further discussion at your convenience.

Please call when you wish to schedule a meeting or if you have any additional questions in the meantime.

Sincerely,



Carole L. Kuebler

CLK:lg

Enclosures

cc: Honorable Cecil Heftel  
Lester Scall, Esq.  
Jeff Watanabe, Esq.

73010081250

POST OFFICE SANDWICH STATION HONOLULU, HI 96822	\$ 2.00	No. 04
AMOUNT (To be written) <i>Two</i>	DOLLARS	
FOR <i>Ed Wong</i>	A/C NO.	POSTMASTER (By) <i>[Signature]</i>
Received from: (Show address only when receipt is mailed)		DATE
<i>Ed Wong POB 22700 96822</i>		<i>5/19/76</i> PERMIT NO.

PS Form 3544  
May 1973

POST OFFICE RECEIPT FOR MONEY

Original

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Always show your P.O. Box No. and ZIP Code in your return address

SEE REGULATIONS ON REVERSE ORIGINAL 129

RECEIVED BOX RENT FROM (Name of person) <i>Ed Wong</i>	AMOUNT <i>30.00</i>
With the understanding that this receipt is not to be exchanged for money and is valid only in response to a request under Title 24B, Chapter 24B-20 of the Revised Statutes of Hawaii.	POSTAGE STAMP
BOX NO. <i>22700</i>	FOR THE POST OFFICE (Date)
POSTMASTER BY <i>[Signature]</i>	<i>MAY 19 1976</i>

REG. FORM 1533 BOX RENT

*Friends of*

*Commece to*

*@H*

*5/19/76*

*P.O. Box*

*22700*

*Honolulu*

*96822*

# First Class Mail

**WILLIAMS & JENSEN**  
A PROFESSIONAL CORPORATION  
1130 17TH STREET N.W., SUITE 620  
WASHINGTON, D.C. 20036

**To:** William C. Oldaker, Esq.  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
4th Floor  
Washington, D.C. 20463

**FIRST CLASS MAIL**

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Property Management & Rental  
Commercial, Industrial & Residential  
Real Estate Sales & Leasing  
Home & Apartment Management



April 17, 1978

Jeffrey N. Watanabe, Esq.  
Hawaii Building  
Suite 814  
745 Fort Street  
Honolulu, Hawaii 96813

RE: VALUATION OF COMMERCIAL SPACE AT 1599 KAPIOLANI BOULEVARD

Dear Mr. Watanabe:

I am very familiar with commercial real estate values in the Kapiolani business district and have been requested by you to render an opinion regarding the value of approximately 1,000 square feet of commercial office space located in the rear portion of the second floor of a building located at 1599 Kapiolani Boulevard at the corner of Kapiolani Boulevard and Kaheka Street.

It is my understanding that the commercial office space in question has the following characteristics:

1. Rented on a short-term basis between May and June of 1976;
2. Basically loft space;
3. Air-conditioned;
4. No separate entrance;
5. Open-ceiling fluorescent lighting;
6. No Kapiolani Boulevard frontage.

Based on my experience, it is my opinion that commercial space of this kind in mid-1976 would have rented for approximately 50 cents per square foot on a short-term rental basis.

Very truly yours,

AARON M. CHANEY, INC.

Mark T. Luria, Manager  
Commercial/Industrial Department

elo

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FEDERAL ELECTION COMMISSION

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

April 19, 1978

MEMORANDUM TO: CHARLES STEELE  
FROM: MARJORIE W. EMMONS *MWE*  
SUBJECT: MUR 420 (77) - Interim Report dated 4-14-78  
Received in the Office of  
Commission Secretary: 4-14-78, 2:13

The above-mentioned document was circulated to the Commissioners at 10:00 a.m., April 18, 1978, on a 24 hour no-objection basis.

As of 10:00 a.m., this date, no objections have been received in the Office of Commission Secretary to the Interim Report.

20010081261

April 14, 1978

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 420

Please have the attached Interim Report on MUR 420 distributed to the Commission on a 24 hour no-objection basis.

Thank you.

78040082265

# M. Lipton & Co.

MEMBER, AMERICAN SOCIETY OF APPRAISERS

1108 FORT STREET - ROOM 16  
HONOLULU, HAWAII 96813  
TELEPHONE 533-4320

April 12, 1978

Mr. J. Antanabe  
715 Fort Street  
Suite 614  
Honolulu, HI 96813

## APPRAISAL

5	Single pedestal steel desks 1 1/2" x 35" (10 years age, condition unknown)	225.00
2	4 metal drawer legal files (age unknown)	<u>140.00</u>
	Total	<u><u>365.00</u></u>

*M. Lipton*

MEMBER, AMERICAN SOCIETY OF APPRAISERS

# M. Lipton & Co.

MEMBER, AMERICAN SOCIETY OF APPRAISERS

1108 FORT STREET - ROOM 16  
HONOLULU, HAWAII 96813  
TELEPHONE 533-4320

NAME: MR. J. WATANABE

DATE: April 12, 1978

ADDRESS: 745 Fort St. Suite 814  
Honolulu, HI 96813

At your request we have conducted an appraisal for fair market value purposes as of:

DATE: Mid-1976

on:

Office equipment

\_\_\_\_\_  
\_\_\_\_\_

Fair market value is defined as the price at which a property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell, and both having all reasonable knowledge of the property's uses and value.

The values set forth represent the best information obtainable as to fair market value in this area.

The appraiser has no interests, present or contemplated, in the property appraised.

ADDITIONAL COMMENTS:

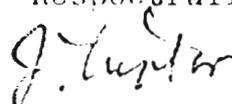
This appraisal is subject to the following provisions:

The items were not personally inspected.

The items were assumed to be in fair condition.

The values quoted were an average of the high and low market values available to the public in mid-1976.

Respectfully submitted,



J. LIPTON, APPRAISER

# M. Lipton & Co.

MEMBER, AMERICAN SOCIETY OF APPRAISERS

1108 FORT STREET—ROOM 16  
HONOLULU, HAWAII 96813  
TELEPHONE 533-4320

April 12, 1978

W. G. Sabanno  
735 Fort Street  
Suite 614  
Honolulu, HI 96813

APPRAISAL

5	Single pedestal steel desks @ \$45. (10 years age, condition unknown)	225.00
2	4 metal drawer legal files @ 70. (age unknown)	<u>140.00</u>
	Total	<u><u>365.00</u></u>

*M. Lipton*

M. LIPTON, APPRAISER

*M. Lipton & Co.*

MEMBER, AMERICAN SOCIETY OF APPRAISERS

1103 FORT STREET - ROOM 16  
HONOLULU, HAWAII 96813  
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on:

Office equipment

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This appraisal is subject to the following provisions:

The items were not personally inspected.

The items were assumed to be in fair condition.

The values quoted were an average of the high and low market values available to the public in mid-1976.

Respectfully submitted,

*J. Lipton*

J. LIPTON, APPRAISER

April, 1978

## Memorandum

To: File (Heftel)

From: *CLL* Carole L. Kuebler

Re: Rental Value of Van; Notes from Telephone Conversation with Jeff Watanabe.

1. The 1959 Ford van allegedly used in moving Heftel campaign items has no ascertainable blue book value in Hawaii.
2. Calls to various truck rental establishments to determine rental charges for a van of comparable size, i.e. 10 1/2'X 6 1/2'X 6', and features, i.e. covered van, no tailgate, yielded the information below.

In many cases, these rental establishments did not have in stock vans which were identical to the one allegedly used in the campaign and figures represent a comparable vehicle.

- a) Val's U-Drive  
2722 Kilihau Street  
Honolulu, Hawaii  
808-841-0977

Econoline Van (12'X 8'X 8') - \$30/day + gas and tax.

Modified Econoline Van (11'X 6'X 6 1/2') - \$29.95/day.

The hourly rates for these vehicles is \$5 with a 4 hour minimum.

- b) Budget Rent-A-Truck  
735 N. Nimitz Highway  
Honolulu, Hawaii  
808-524-4000

"Regular" Van (12'X 8'X 8') - Daily rate \$34.95.

- c) Trucks, Inc.  
540 N. Nimitz Highway  
Honolulu, Hawaii  
808-531-3708

"Regular Van (12'X 8'X 8') - \$30 + tax (4%) and gas.

3. Based on these figures we conclude that a fair estimate rental value for a van roughly comparable to the one allegedly used in the Heftel campaign is \$30/day.

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**WILLIAMS & JENSEN**  
**A PROFESSIONAL CORPORATION**  
LAWYERS

1130 SEVENTEENTH STREET, N. W.  
WASHINGTON, D. C. 20036

April 28, 1978

TELEPHONE  
(202) 785-8241

PAUL ARNESON  
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JOHN J. McMACKIN, JR.\*  
GEORGE G. OLSEN  
J. D. WILLIAMS

\*NOT ADMITTED IN D. C.

MEMORANDUM

To: File (Heftel)  
From: *CLK* Carole L. Kuebler  
Re: Research on Heftel Campaign

Initiating Campaign Activity

29010131272

The Friends of Cec Heftel, a candidate-authorized committee ("the Committee") filed a statement of organization with the Federal Election Commission (and, simultaneously, the Clerk of the House) signed and dated May 20, 1976. The Treasurer was Edwin Kun Pui Wong and the committee listed two addresses: 1599 Kapiolani Blvd, Honolulu, Hawaii, 96814 and P.O. Box 22700, Honolulu, Hawaii, 96822. The post office box had been rented by Mr. Wong to be used to receive campaign mail on May 19, 1976. On only one other occasion was the 1599 Kapiolani Blvd. address used in the FEC filing and that was in a June 1, 1976 letter from Mr. Wong to the Clerk of the House designating two co-Chairpersons to serve on the Friends of Cec Heftel. It is noteworthy that this inside address was typed at the top of a blank page and was not formal campaign stationery as was printed later for the campaign headquarters on Cooke Street.

Mr. Wong assisted the campaign strictly as a volunteer, and his designation as treasurer was a mere interim appointment. In fact, he lent his name to the organization until an actual "functioning" treasurer could be found.

From every indication as reflected in facts drawn from FEC reports and conversations with campaign personnel, including the candidate, no "campaign" as such existed for Cecil Heftel until late June, 1976. When a "campaign" as defined in the FECA finally began, the Committee had rented commercial space at 851 Cooke Street, Honolulu which was its first and only headquarters. Assorted facts help to support the statements above:

- 1) The Committee's statement of organization was amended by letter signed June 17, 1976 to designate James William Ganley as treasurer and to show its addresses as 851 Cooke Street, Honolulu and P.O. Box 22700, Honolulu.
- 2) The FEC was notified by letter signed June 28, 1976 of the appointment of two Finance Co-Chairpersons for the Committee.
- 3) The first contributions received by the Committee were received June 8, 1976, as itemized in its July 10, 1976 report.
- 4) The Committee reported no expenditures until June 8, 1976 and one of these included reimbursement of Mr. Wong for the post office box rental.
- 5) Other noteworthy Committee expenditures itemized on the July 10 report include payment of \$1,560 for rent on June 16, 1976 to Oceanic Cablevision, 2669 Kilihau, Honolulu, a company which owns the space at 851 Cooke Street. Committee personnel recall that occupancy of the space probably began two to three days before this payment, about June 13 or 14. The July 10 report also includes telephone and typewriter rental on June 22, 1976.

Therefore in terms of raising money, ordering materials or arranging for the printing of brochures the Heftel "campaign" could not be said to have begun any earlier than mid-June 1976. Rep. Heftel says that with one exception all meetings held in the early pre-campaign organizational stages took place at the office of his public relations advisers, Siegle, Schiller, Rolfs & Wood. (Frequent, substantial payments by the campaign to this agency support this statement.) Rep. Heftel recalls one attempt to meet at the space at 1599 Kapiolani Blvd. in early June and recalls that it was "almost empty" and the two or three participants were forced to bring chairs in so they could sit down. In the early planning stages of the effort 1599 Kapiolani was considered for use as a headquarters but it was never so used and the Cooke Street space was located and rented in early June, about the same time that the Committee began to have "contributions" and "expenditures" as defined in the FECA.

#### Office Equipment

FEC filings by the Committee include numerous payments at all stages of the campaign to office equipment and supply companies for furniture and equipment, including a July 1, 1976 invoice (reported as a debt) for \$400 from Wholesale Office Furniture, 1047 Waimanu Street, Honolulu for office equipment and furniture rental. Numerous other expenditures for this purpose (typewriters, equipment, furniture) can be found through

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an examination of the Committee's filing of Form 3. In fact, expenditures reimbursing KGMB-TV for "office supplies", a good-faith attempt by the Committee to avoid any incidental donations by the station, are listed. Among these is an item for \$100 on December 28, 1976 (reported in the end of the year report January, 1977) reimbursing Heftel Broadcasting for "rent," which reflects the cautious approach of the Committee in reimbursing the company for space of which it might have made only incidental use.

Because the Committee rented office furniture and equipment from various commercial outlets and because the KGMB-TV accounting department knows of no missing furniture, there is a very real question as to whether or not the five desks and two file cabinets were actually "borrowed" from the station for the campaign. The January 27, 1978 letter from Jeff Watanabe to you provides a thorough discussion of this issue.

In any event, even if the KGMB-TV furniture alleged to have been used in the campaign had been purchased (and the typical campaign practice was to rent, not purchase) an optimistic estimate of its value comes to \$365. Rental value undoubtedly would be much lower.

Moving

KGMB-TV was reimbursed for the time of the hourly employees who may have done some moving for the Committee as part of that time. This reimbursement was made on March 17, 1977, and reported on the Committee's April 10, 1977 report. (Note, this was not done in response to any complaint filed with the FEC of which the Committee had knowledge.) This reimbursement was substantially similar to the average wage rates of the employees involved. Any charge for the use of the station-owned van which may not be included in this figure could not reasonably be figured at more than \$30/day, with, at most, 2 days of moving. During the 58 hours logged, the men did some general office maintenance work such as installing partitions at the Cooke Street headquarters.

An incidental fact in the moving issue is that 1599 Kapiolani is about 3-4 miles from 851 Cooke Street.

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# First Class Mail

**WILLIAMS & JENSEN**  
A PROFESSIONAL CORPORATION  
1130 17TH STREET N.W., SUITE 620  
WASHINGTON, D.C. 20036

**To:**

Lester Scall, Esq.  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C.

**FIRST CLASS MAIL**

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# First Class Mail

**WILLIAMS & JENSEN**  
A PROFESSIONAL CORPORATION  
1130 17TH STREET N.W., SUITE 620  
WASHINGTON, D.C. 20036

**To:**

William C. Oldaker, Esq.  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20539

**FIRST CLASS MAIL**

7 9 0 4 0 0 8 : 2 7 6

Doc 3177

FEDERAL ELECTION COMMISSION 801587

WILLIAMS & JENSEN  
A PROFESSIONAL CORPORATION  
LAWYERS  
1130 SEVENTEENTH STREET, N. W.  
WASHINGTON, D. C. 20036

78 APR 7 AM 8:43  
TELEPHONE  
(202) 785-8241

PAUL ARNESON  
MICHAEL BAUER  
GAIL E. BOWMAN\*  
WINFIELD P. CRIGLER  
DONALD C. EVANS, JR.  
HOWARD N. FENTON, III  
ROBERT E. GLENNON  
ROBERT E. JENSEN  
CAROLE L. KUEBLER  
FORBES MANER\*  
JOHN J. McMACKIN, JR.\*  
SCOTT E. NEMANICH\*  
GEORGE G. OLSEN  
J. D. WILLIAMS

April 5, 1978

\*NOT ADMITTED IN D.C.

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

Re: MUR 420(77)

Dear Mr. Oldaker:

Under separate cover, Rep. Cecil Heftel is providing formal notice that I will be representing him, in addition to Mr. Jeffrey N. Watanabe, in the above matter.

Because of my recent entry into this case, it may be necessary for us to request that the statutory period provided for conciliation be extended. I have advised Lester Scall on your staff that additional material from Hawaii is being submitted. However, please rest assured that Rep. Heftel, Mr. Watanabe, and I are as anxious as are you and your staff to complete this process as quickly as possible.

Please call if you or your staff has any questions.

Sincerely,

Carole L. Kuebler

CLK:lg

cc: Hon. Cecil Heftel  
Jeffrey N. Watanabe, Esq.

7301008227

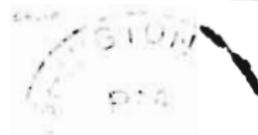
WILLIAMS & JENSEN

A PROFESSIONAL CORPORATION

LAWYERS

1130 SEVENTEENTH STREET, N. W.

WASHINGTON, D. C. 20036



7-21-91

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

ACC 3167

COMMITTEES:  
EDUCATION AND LABOR  
SUBCOMMITTEES:  
ELEMENTARY, SECONDARY  
AND VOCATIONAL EDUCATION  
SELECT EDUCATION  
POSTSECONDARY EDUCATION  
POST OFFICE AND CIVIL SERVICE  
SUBCOMMITTEES:  
COMPENSATION AND EMPLOYEE  
BENEFITS  
CIVIL SERVICE

CECIL "CEC" HEFTEL  
1ST DISTRICT, HAWAII

WASHINGTON OFFICE:  
322 CANNON HOUSE OFFICE BUILDING  
WASHINGTON, D.C. 20515  
(202) 225-2726  
DISTRICT OFFICE:  
300 ALA MOANA BOULEVARD  
ROOM 4104  
P.O. Box 50143  
HONOLULU, HAWAII 96850  
(808) 546-8997

Congress of the United States  
House of Representatives  
Washington, D.C. 20515

APR 6 PM 12:39

April 5, 1978

801577

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William C. Oldaker, Esq.  
General Counsel  
Federal Election Committee  
1325 "K" Street, N.W.  
Washington, D.C. 20463

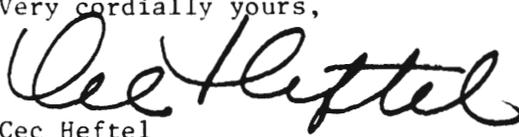
Re: MUR 420 (77)

Dear Mr. Oldaker:

Please be advised that, in addition to Mr. Jeffrey N. Watanabe, Ms. Carole L. Kuebler of the firm of Williams & Jensen, P.C., will represent me as counsel of record in the above matter. Her address is: Suite 500, 1130 17th St., N.W., Washington, D.C. 20036, telephone--202-785-8241.

I understand that she has already contacted you and Mr. Scall about this and will be submitting additional information to you shortly.

Thank you for your consideration.

Very cordially yours,  
  
Cec Heftel  
Member of Congress

/bt  
CC: Jeffrey N. Watanabe  
Carole L. Kuebler

Congress of the United States  
House of Representatives  
Washington, D.C. 20515

OFFICIAL BUSINESS



William C. Oldaker, Esq.  
General Counsel  
Federal Election Commission  
1325 "K" Street, N.W.  
Washington, D.C. 20463

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# friends of cec heftel committee.

Democrat · First Congressional District

RECEIVED  
FEDERAL ELECTION  
COMMISSION

P.O. Box 23020  
Honolulu, Hawaii 96822  
Phone: 531 0466

Co-Chairpersons:  
Dr. Richard Chang  
Jerrold Michael

Treasurer  
Jim Ganley

Campaign Manager:  
Chris Heftel

178 OCT 30 PM 3:56

600# 5399 42-0

October 26, 1978

Federal Election Commission  
1325 "K" Street, N. W.  
Washington, D. C. 20463

ATTENTION: Mr. Lester Scall

Gentlemen:

887112

Enclosed is our check in the amount of \$1,330.00 to  
satisfy the judgement against Friends of Cec Heftel 1976  
Campaign Committee.

Very truly yours,

James Ganley, Treasurer  
FRIENDS OF CEC HEFTEL  
ID # 060461

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7304098129

FRIENDS OF CEC HEFTEL  
P. O. BOX 23020  
HONOLULU, HAWAII 96822

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October 26 19 78

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1213

PAY TO THE ORDER OF \*\*U. S. TREASURY\*\*

\$1,330.00

One Thousand Three Hundred Thirty and no/100 DOLLARS

All Branches  
**Bank of Hawaii**  
1441 Kapiolani Boulevard  
Honolulu, Hawaii 96814

*AL HEFTEL*  
*James F. Heffley*

⑆004250⑆ ⑆1213⑆0102⑆ 0017⑆069055⑆

FRIENDS OF CEC HEFTEL  
HONOLULU, HAWAII

DETACH AND RETAIN THIS STATEMENT  
FOR REFERENCE TO THE FEDERAL RESERVE BANK OF  
THE DISTRICT OF COLUMBIA

DELUXE FORM DVC-2 V-2

DATE	DESCRIPTION	AMOUNT
10/26/78	Penalty assessed by FEC for 1976 campaign	61,330.00

friends of  
**cec heftel**  
committee.

**Democrat · First Congressional District**

PO Box 23020  
Honolulu Hawaii 96822

**REGISTERED**  
NO. 19059

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

ATTENTION: Mr. Lester Scall

FEDERAL ELECTION  
COMMISSION

1979 OCT 30 PM 4 36

**Heftel Broadcasting Corporation**  
 1599 Kapiolani Blvd.  
 HONOLULU, HAWAII 96814

2037  
 59-102  
 1213

October 26, 1978

PAY *ONE THOUSAND THREE HUNDRED AND 00/100* DOLLARS \$ 1,330.00

78 OCT 30 AM 10:30

TO THE ORDER OF

UNITED STATES TREASURY  
 Federal Elections Commission  
 1325 - K Street, N.W.  
 Washington, D.C. 20463  
 Attn: Lester Scall

Heftel Broadcasting Corporation

*[Signature]*  
*[Signature]*

WALA WAKANA BRANCH  
 BANK OF HAWAII  
 HONOLULU, HAWAII

⑆1213⑆0102⑆0017⑆062794⑆

PLEASE DETACH BEFORE DEPOSITING

**867431**

RE: Fine

HEFTEL BROADCASTING CORPORATION

CHARGE TO	✓	AMOUNT	CHARGE TO	✓	AMOUNT
899		1,330.00			

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FEDERAL ELECTION  
COMMISSION

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AIR MAIL/SPECIAL DELIVERY  
OCT 30 AM 10 30

**Special Delivery**

UNITED STATES TREASURY  
Federal Elections Commission  
1325 - K Street, N.W.  
Washington, D.C. 20463

Attn: Lester Scall

FIRST CLASS

see 3079

801257

FEDERAL ELECTION COMMISSION

March 17, 1978 78 MAR 27 AM 9:13

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

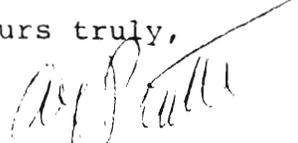
Dear Mr. Oldaker:

This letter will serve as a follow-up to my letter and telephone call to your office respectfully requesting a status report on MUR 420 (77) In kind contributions to congressional candidate Cecil Heftel.

Because it has been nearly one year since I first contacted the Federal Election Commission concerning the violations of Mr. Heftel, I am most anxious to learn of the status of this affair.

Thank you for calling my attention to the section in the campaign act concerning the importance of obtaining the consent of the person being investigated before making information public.

Because of Mr. Heftel's ongoing commitment to freedom of information, I am hopeful that he will allow me to share the information I have gathered with the station he currently owns as well as his former television station and the other media in Hawaii. I am enclosing a copy of a recent letter I wrote him concerning this matter.

Yours truly,  


Alf Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

23110931293

March 17, 1978

Representative Cecil Heftel  
322 Cannon House Office Bldg.  
Washington, D. C. 20515

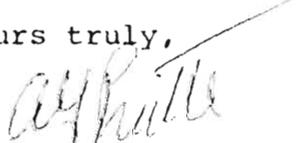
Dear Rep. Heftel:

Because of your strenuous efforts as a businessman associated with the entertainment/news business over the years, I have long been aware of your commitment to freedom of information in Hawaii.

Even though you are now serving in the U.S. Congress, I am sure that the strong ethic of informing the public which serves as the foundation of a free press still burns strongly in your breast. Because of this I should like to respectfully request that you provide your written consent to release information concerning your case which the Federal Election Commission has contacted you about (MUR 420 [77]).

As you know the written consent of the person being investigated is essential before the media can further discuss the 1976 congressional campaign in which played such a prominent role. I would appreciate hearing from you by April 3.

Yours truly,

  
Alf Pratte

1965 Halekoa Drive  
Honolulu, HI 96821

7904038:287

9040331263

1965 Halekoa Drive  
Honolulu, HI 96821



13C



MAR 27 AM 9:01

William C. Oldaker  
General Counsel  
Federal Election Commission  
1325 K Street  
Washington, D.C. 20463



FEDERAL ELECTION COMMISSION

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

March 14, 1978

Jeffrey N. Watanabe, Esquire  
Suite 814  
Hawaii Building  
745 Fort Street  
Honolulu, Hawaii 96813

Re: MUR 420 (77)

Dear Mr. Watanabe:

This is to inform you that on March 9, 1978, the Commission found reasonable cause to believe that the Friends for Cecil Heftel Committee (Committee) and the Heftel Broadcasting Corporation (Corporation) violated section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431, et seq.

The Commission concluded that the Committee's use of office space leased to the Corporation without an expenditure being reported, constitutes an in-kind corporate contribution in violation of 2 U.S.C. §441b. In addition, the use of the Corporation's employees and van to move the Committee at a cost which was below the normal and usual rate charged and which was not reimbursed within a commercially reasonable time, and the use of furniture owned by the Corporation during the campaign, also constitutes violations of 2 U.S.C. §441b.

The Commission has the duty to correct such violations for a period of thirty days by informal methods of conference, conciliation and persuasion, and must attempt to enter into a conciliation agreement. Proposed conciliation agreements for the Committee and the Corporation are enclosed. If we are unable to reach an agreement during the thirty day period, 2 U.S.C. §437g(a)(5)(B) provides that the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute a civil law suit.



Should you decide to enter into these agreements, please sign the documents and return them to this office. You will note that the proposed agreements provide for civil penalties of \$2,500 each. Checks in that amount, made payable to the Treasury of the United States, are due within thirty days of the agreements' effective date.

If you have any questions please contact Leland Prince, the staff member assigned to the matter, at 202-523-4026.

Sincerely yours,

William C. Oldaker  
General Counsel

420 L. Prince OGC

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

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

2. ARTICLE ADDRESSED TO:  
*Jeffrey N. Watanabe*

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. CERTIFIED NO. INSURED NO.  
                   *943059*

(Always obtain signature of addressee or agent)

I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent  
*Jeffrey N. Watanabe*

4.  DAMAGED DELIVERY POSTMARK  
 MAR 25 1978

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

BEFORE THE FEDERAL ELECTION COMMISSION  
February 27, 1978

In the Matter of )  
 ) MUR 420 (77)  
Congressman Cecil Heftel )

CONCILIATION AGREEMENT

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This matter was initiated on the basis of notarized complaints filed with the Federal Election Commission. An investigation has been conducted, and the Commission has found reasonable cause to believe that the Friends for Cecil Heftel Committee, violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. Now, therefore, the Federal Election Commission and the Friends for Cecil Heftel, having duly entered into conciliation as provided for in 2 U.S.C. §437g(a)(5), do hereby agree as follows:

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

II. That the Friends for Cecil Heftel Committee has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

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

- A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB, and through a wholly owned subsidiary, owned the license for television station KGMB, both in Honolulu, Hawaii.
- B. During 1976, Cecil Heftel was a candidate for Congress from Hawaii.

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- C. Radio station KGMB leased office space at 1599 Kapiolani Boulevard in Honolulu.
  - D. On or about April or May, 1976, the accounting department of station KGMB vacated the space it occupied at 1599 Kapiolani Boulevard.
  - E. On May 20, 1976, the Friends for Cecil Heftel (hereinafter the Committee) registered with the Commission as the principal campaign committee for the election of Cecil Heftel, listing 1599 Kapiolani Boulevard as their address and occupying space in that building leased to radio station KGMB.
  - F. The Committee paid no rent to KGMB nor reported to the Commission any expenditure for rent for the space it occupied at 1599 Kapiolani Boulevard.
  - G. On or about July 16, 1976, the Committee moved their office from 1599 Kapiolani Boulevard to 851 Cooke Street, Honolulu, utilizing station KGMB-TV employees and a vehicle to effectuate this move.
  - H. On or about November 3, 1976, the Committee moved office equipment, furniture and records from 851 Cooke Street to 1599 Kapiolani Boulevard, utilizing station KGMB-TV employees and a vehicle to effectuate this move.

- I. On February 28, 1977, the Committee reported to the Commission an expenditure of \$275.50 to station KGMB for moving expenses, which was approximately \$1,750 below the normal and usual charges for moving.
- J. Some of the office furniture moved and used by the Committee during the 1976 campaign was owned by station KGMB and the Committee paid no rent for the use of this furniture.

IV. That the Federal Election Campaign Act of 1971, as amended (Act), prohibits corporations from making, or candidates or political committees from accepting, contributions or expenditures in connection with any Federal election.

V. The failure of the Committee to pay KGMB radio for the use of office space leased to the station, constitutes its receipt of an in-kind contribution in violation of 2 U.S.C. §441b.

VI. The failure of the Committee to pay KGMB the normal and usual charge for moving expenses constitutes its receipt of an in-kind contribution in violation of 2 U.S.C. §441b.

VII. The failure of the Committee to pay KGMB for the use of its office furniture constitutes its receipt of an in-kind contribution in violation of 2 U.S.C. §441b.

VIII. That the Committee will pay to the Treasury of the United States a civil penalty in the amount of two thousand five hundred dollars (\$2,500) pursuant to 2 U.S.C. §437g(a)(6)(B).

IX. Should Cecil Heftel again become a candidate subject to the Act, the Committee or its successor shall not accept any contributions or expenditures from any corporation in violation of the Act.

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X. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

GENERAL CONDITIONS

XI. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

XII. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XIII. It is agreed that the Committee shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XX. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Oldaker  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey Watanabe, Esquire  
Assistant Treasurer  
Friends for Cecil Heftel

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BEFORE THE FEDERAL ELECTION COMMISSION  
February 27, 1978

In the Matter of )  
 ) MUR 420 (77)  
Congressman Cecil Heftel )

CONCILIATION AGREEMENT

This matter was initiated on the basis of notarized complaints filed with the Federal Election Commission. An investigation has been conducted, and the Commission has found reasonable cause to believe that the Heftel Broadcasting Company, Inc. violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq. Now, therefore, the Federal Election Commission and the Heftel Broadcasting Company, Inc. (hereinafter the Corporation), having duly entered into conciliation as provided for in 2 U.S.C. §437g(a)(5), do hereby agree as follows:

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

II. That the Heftel Broadcasting Company, Inc. has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

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

- A. Cecil Heftel was and is, at all times relevant hereto, Chairman of the Board of Heftel Broadcasting Company, a corporation which owns the license for radio station KGMB, and through a wholly owned subsidiary, owned the license for television station KGMB, both in Honolulu, Hawaii.
- B. During 1976, Cecil Heftel was a candidate for Congress from Hawaii.

- C. Radio station KGMB leased office space at 1599 Kapiolani Boulevard in Honolulu.
- D. On or about April or May, 1976, the accounting department of station KGMB vacated the space it occupied at 1599 Kapiolani Boulevard.
- E. On May 20, 1976, the Friends for Cecil Heftel (hereinafter the Committee) registered with the Commission as the principal campaign committee for the election of Cecil Heftel, listing 1599 Kapiolani Boulevard as their address and occupying space in that building leased to radio station KGMB.
- F. The Corporation charged no rent to the Committee for the period it occupied the office space at 1599 Kapiolani Boulevard.
- G. On or about July 16, 1976, Corporation employees and a vehicle were used by the Committee to move the Committee's office from 1599 Kapiolani Boulevard to 851 Cooke Street, Honolulu.
- H. On or about November 3, 1976, Corporation employees and a vehicle were used by the Committee to move Committee office equipment, furniture and records from 851 Cooke Street to 1599 Kapiolani Boulevard.
- I. On February 28, 1977, station KGMB-TV billed the Committee for \$275.50 in moving expenses, an amount which was approximately \$1,750 below the normal and usual charges for moving.

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J. Some of the office furniture moved and used by the Committee during the 1976 campaign was owned by station KGMB. The station did not bill the Committee for use of this furniture.

IV. That the Federal Election Campaign Act of 1971, as amended (Act), prohibits corporations from making, or candidates or political committees from accepting, contributions or expenditures in connection with any Federal election.

V. The failure of the Corporation to charge the Committee for the use of office space leased to station KGMB constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VI. The failure of the Corporation to charge the Committee the normal and usual charge for moving expenses constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VII. The failure of the Corporation to charge the Committee for the use of its office furniture constitutes an in-kind contribution by the Corporation, in violation of 2 U.S.C. §441b.

VIII. That the Corporation will pay to the Treasury of the United States a civil penalty in the amount of two thousand five hundred dollars (\$2,500) pursuant to 2 U.S.C. §437g(a)(6)(B).

IX. Should the Corporation ever allow its goods, facilities, equipment, supplies, personnel or services to be used by a Federal candidate or committee, it shall not do so without charging for such usage in compliance with the Act.

X. This conciliation agreement, unless violated, shall constitute a complete bar to any further action by the Commission with regard to the matters set forth in the agreement.

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GENERAL CONDITIONS

XI. The Commission, on request of anyone filing a complaint under 2 U.S.C. §437g(a)(1) concerning the matters at issue in this Agreement 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.

XII. It is mutually agreed that this agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire Agreement.

XIII. It is agreed that the Corporation shall have no more than thirty (30) days from the date this Agreement becomes effective to comply and implement the requirements contained in this Agreement and to so notify the Commission.

XX. This Agreement is executed in full satisfaction of all issues raised in this compliance action.

\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Oldaker  
General Counsel  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cecil L. Heftel  
Chairman of the Board  
Heftel Broadcasting Company, Inc.

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )  
Congressman Cecil L. Heftel )

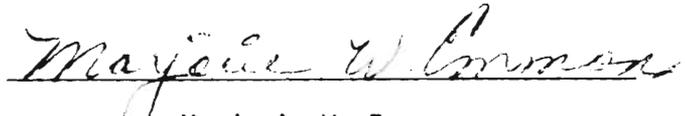
MUR 420 (77)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on March 9, 1978, at an Executive Session of the Federal Election Commission at which a quorum was present, the Commission determined by a vote of 4-0 to adopt the recommendations of the General Counsel to take the following actions in the above-captioned matter:

1. Find reasonable cause to believe that the Heftel Broadcasting Company and the Friends for Cecil Heftel violated 2 U.S.C. Section 441b.
2. Authorize the sending of the draft letter and proposed conciliation agreements attached to the FEC General Counsel's report signed February 28, 1978.

Voting for this determination were Commissioners Harris, Staebler, Thomson, and Tiernan. Commissioners Aikens and Springer were not present at the time of the vote.

  
Marjorie W. Emmons  
Secretary to the Commission

Date March 10, 1978

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March 1, 1978

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 420 Team #2 Prince

Please have the attached General Counsel's Report on MUR 420 distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of March 9, 1978.

Thank you.

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BEFORE THE FEDERAL ELECTION COMMISSION  
February 27, 1978

In the Matter of )  
 ) MUR 420 (77)  
Congressman Cecil L. Heftel )

GENERAL COUNSEL'S REPORT

I. BACKGROUND:

This matter was initiated on the basis of complaints filed by Paul Alfred Pratte which alleged that during the 1976 Congressional Campaign, candidate Cecil L. Heftel utilized his control over the Heftel Broadcasting Corporation ("Corporation") and provided illegal corporate in-kind contributions to his campaign committee, The Friends for Cecil Heftel ("Committee").

On October 12, 1977, the Commission found reason to believe that the Corporation and the Committee violated 2 U.S.C. §441b.

II. IDENTIFICATION OF THE PRINCIPALS:

Our notice letter was sent to Congressman Heftel, who advised us he would be represented by attorney Jeffrey N. Watanabe in Honolulu. Mr. Watanabe was also the Assistant Treasurer of the Committee and he either responded to our questions himself or assembled the other statements and documents that were submitted in support of respondents' position.

During the period in question, Mr. Heftel was both a candidate for Congress and President and Director of stations KGMB television and radio in Honolulu. The television station

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was licensed to Heftel Broadcasting Honolulu, Inc., a wholly owned subsidiary of Heftel Broadcasting Corporation.<sup>1/</sup> Mr. Heftel was Chairman of the Board of the Corporation.

Our investigation consisted of a series of written questions and follow-up questions to respondents. Based on the information developed, we can divide the evidence into those allegations which have merit and those which could not be substantiated.

III. ALLEGATIONS WHICH HAVE MERIT:  
USE OF CORPORATE EMPLOYEES, EQUIPMENT AND FACILITIES  
FOR THE CAMPAIGN

The complainant alleged that KGMB-TV employees were used to move the Committee's campaign headquarters on two occasions. Respondents admitted that this had occurred, and in connection with our investigation of these moves, we learned that the Committee had occupied corporate office space for a period of time, apparently rent free.

When the Committee registered with the Commission on May 20, 1976, it listed its address as 1599 Kapiolani Boulevard. Our research revealed that KGMB radio leased office space at this location. When we pointed this out to the respondents, they admitted that a "portion of ... that space ... was going to be used as headquarters for the Heftel campaign." They also submitted a letter from the Corporation's Comptroller, Efraim Andrews, who stated that the accounting department of the corporation had vacated the space it occupied in this building

<sup>1/</sup> However on January 27, 1977 the FCC approved the assignment of the KGMB-TV license to Lee Enterprises, Inc.

prior to April or May, 1976. 2/ The Committee occupied space in this building until June or July, 1976 and respondents stated that "... while the 1599 Kapiolani office space would have been both inexpensive and convenient, a decision was made not to use that space in light of the association that space had with a Heftel Company." It does not appear that the Committee paid any rent to the Corporation for the time it did use the space.3/

On June 18, 1976, the Committee changed its address in its statement of organization from 1599 Kapiolani Boulevard to 851 Cooke Street, and respondents admitted that on or about July 16, 1976, KGMB-TV employees moved the campaign headquarters to this new location. Respondents also admitted that the second move by station employees was made on or about November 3, 1976, to return campaign office equipment and records from the Cooke Street location to the Kapiolani Boulevard location. A van owned by the station was used in both moves.

On February 28, 1977, seven months after the first move, the Committee reported to the Commission an expenditure of \$275.50 to KGMB-TV for moving expenses. 4/ The figure of \$275.50

2/ No reason was given for this move.

3/ The only expenditure reported by the Committee to KGMB for rent was \$100, and that was on December 28, 1976, six months after the Committee had vacated the space in question.

4/ Based on complainant's statement to us, it appears that this billing and reporting to the Commission resulted from an inquiry he instituted with the Honolulu Media Council. Complainant stated that his charges were first responded to on February 15, 1977 by an officer of the corporation, Robert Sevey, who stated that Heftel owns the company and has the right to use its services. The billing and reporting of the moves came 13 days later. In connection with our investigation, respondents stated that the "billing was prepared in a good faith effort to avoid any possible discrepancy in a campaign with total expenditures exceeding \$500,000."

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was arrived at by charging the Committee \$4.75 per hour for 58 man hours. The respondents submitted the names of the five employees and their hourly wage rates at the station.<sup>5/</sup> We advised respondents that the uniform commercial moving rate in Honolulu was \$35.25 per hour for two men and a van and asked them to comment on the apparent discrepancy. (If this rate had been charged, the Committee would have paid \$1,769 more than it did.) Their response was that the use of station employees and a van could not be compared to commercial movers.

We also believe that the evidence indicates that the Committee, at both the Kapiolani Boulevard and Cooke Street locations, used KGMB office furniture without reimbursing the corporation. First, the comptroller whose accounting department had vacated the Kapiolani Boulevard space advised that some used furniture had been left. While the Committee did rent furniture from furniture rental companies, they also had materials moved back from the Cooke Street to the Kapiolani Boulevard location after the campaign. And when the accounting department returned to this space in April, 1977, their furniture was still there.<sup>6/</sup> Finally, while there is some dispute over the identity of the furniture, campaign officials did not deny that such furniture was used. (One official denied only that the Committee used KGMB office equipment.)

<sup>5/</sup> In this connection, it appeared that the \$4.75 per hour determined by the Committee as the basic rate for the moves is .51¢ less than the average rate earned by these employees at the station. No explanation was offered for this discrepancy.

<sup>6/</sup> No explanation was offered by the corporation's comptroller as to why the accounting department was moved back into the Kapiolani Boulevard space.

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IV. UNSUBSTANTIATED ALLEGATIONS:

A. Campaign Workers on the Corporate Payroll

The complainant alleged that several named employees of the corporation worked for the Committee while still on the corporation's payroll. Respondent denied this occurred and provided us information which detailed the activities of these individuals during the campaign. It appeared that each of these individuals performed as campaign volunteers during their non-working hours, or else went off the corporate payroll wholly or in part when their campaign work conflicted with their corporate duties. Pay records submitted by the respondents substantiate this, and they correspond with the reports which had been submitted by the Committee to the Commission showing that two of these individuals were paid campaign workers for a period of time.<sup>7/</sup>

B. Corporate Equipment Used At Political Fundraiser

The complainant alleged that a video tape machine owned by the Corporation was used at a political fundraiser at the University of Hawaii without an expenditure being reported to the Commission. Respondents denied that this occurred. They stated that the Committee obtained a video tape machine and a

<sup>7/</sup> There remains a question about one such individual, a Richard Cramer who was employed by the corporation as a general sales manager prior to and during the campaign. Mr. Watanabe said that to the best of anyone's recollection, Mr. Cramer did campaign work only during his free time but that Cramer could not be located to verify this. However, in a statement of ownership filed by the corporation with the FCC, Richard Cramer was indicated to have been elected vice president on July 14, 1977. No further explanation was provided by respondents.

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television monitor from Electronic Systems, Inc., a Honolulu based company, and produced an invoice from this company billed to the Committee. These machines were used to replay Heftel's political advertisements at a rally at the University of Hawaii campus in mid-September, 1976.

C. Corporate Charge Account Used to Purchase Gasoline For Campaign

The complainant alleged that the corporation's charge account at a local service station was used by campaign workers to purchase gasoline for campaign purposes. Respondents denied that this occurred but stated that the Committee maintained a charge account at the same service station where the corporation maintained an account. They said the accounts were separate and produced records of charges at this station billed to the committee. The receipt slips submitted by respondents all had the committee's name or "Ed Wong Special" (a committee worker) written on them.<sup>8/</sup> The committee had also reported an expenditure of \$2,438.94 to the service station for gasoline.

D. Campaign Worker Provided Free Housing

The complainant alleged that a campaign worker was provided free housing in an apartment owned by Congressman Heftel without an in-kind contribution being reported to the Commission. The respondent submitted that the worker in question was offered

<sup>8/</sup> All the receipts submitted by respondents were on Union Oil gasoline charge slips for the same station, and all had the purchasers' names written on rather than imprinted through use of a credit card. This is consistent with respondent's answers that the charges were paid directly to the service station.

a place to stay in Honolulu on the basis of a relationship which the worker had with Congressman Heftel's daughter, Susan. The campaign worker had previously stayed with the Heftel family during a summer vacation prior to the 1976 campaign. This type of activity on the part of a candidate is not proscribed by the Act or the Commission rules and regulations.

IV. LEGAL ANALYSIS:

Section 441b of the Act makes it unlawful for any corporation to make an expenditure or contribution in connection with a Federal election, or for any person to knowingly accept or receive any such contribution.

Under section 100.4(a)(1) of the Commission's regulations, a contribution includes "anything of value", and under subsection (1)(iii)(A) of this regulation, "anything of value" includes "...goods, facilities, equipment, supplies, personnel, ... services ... or other in-kind contributions provided without charge or at a charge which is below the usual and normal charge for the items."

The use by the Heftel Committee of corporate office space, furniture, and employees and a vehicle to move campaign headquarters, constitutes illegal contributions by the corporation and to the committee in violation of §441b.

Furthermore, §114.9(a) and (d) of the Commission's regulations, when applied to the facts of this matter, does not operate to except these contributions from the prohibited category. First, while Mr. Watanabe stated that the campaign workers at 1599

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Kapiolani Boulevard were "volunteers," the amount of time they occupied the space-and the inference that a corporate office was displaced to make way for them-indicates that such usage of corporate facilities was more than merely "occasional, isolated, or incidental." 9/ Second, the fact that the Committee reported some costs for the moves does not serve to cure this violation. The charge was below the "normal and usual charge" and the charge was not reimbursed "within a commercially reasonable time."

The regulations were published in August, 1976, at a time when the Committee had not yet effectuated its move back to the Kapiolani Boulevard office. (It was only months after this that the Committee reported any costs in connection with the move.) Although the Committee's use of corporate office space and the first move came before the regulations were published, these in-kind contributions were still prohibited by the Act itself. Findings that the Committee and the Corporation violated the Act with regard to all the in-kind contributions discussed here is consistent with the law and Commission policy. Such findings should include proposed fines of \$2,500 each as to the Committee and the Corporation, the approximate value of the contributions.

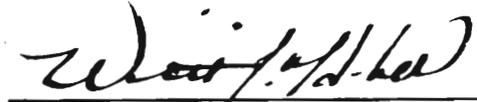
9/ There is, furthermore, no firm indication of whether these volunteers were stockholders or employees of the corporation. Even if they were, they would have been required to reimburse the corporation for use of its facilities that was more than "occasional, isolated or incidental."

RECOMMENDATION:

We recommend a finding of reasonable cause to believe that the Heftel Broadcasting Company and the Friends for Cecil Heftel violated 2 U.S.C. §441b; authorize the sending of the attached letter and proposed conciliation agreements.

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Date



William C. Oldaker  
General Counsel

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FEDERAL ELECTION COMMISSION

1325 K STREET N.W.

Jeffrey N. Watanabe, Esquire  
Suite 814  
Hawaii Building  
745 Fort Street  
Honolulu, Hawaii 96813

Re: MUR 420 (77)

Dear Mr. Watanabe:

This is to inform you that on March , 1978, the Commission found reasonable cause to believe that the Friends for Cecil Heftel Committee (Committee) and the Heftel Broadcasting Corporation (Corporation) violated section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431, et seq.

The Commission concluded that the Committee's use of office space leased to the Corporation without an expenditure being reported, constitutes an in-kind corporate contribution in violation of 2 U.S.C. §441b. In addition, the use of the Corporation's employees and van to move the Committee at a cost which was below the normal and usual rate charged and which was not reimbursed within a commercially reasonable time, and the use of furniture owned by the Corporation during the campaign, also constitutes violations of 2 U.S.C. §441b.

The Commission has the duty to correct such violation for a period of thirty days by informal methods of conference, conciliation and persuasion, and must attempt to enter into a conciliation agreement. Proposed conciliation agreements for the Committee and the Corporation are enclosed. If we are unable to reach an agreement during the thirty day period, 2 U.S.C. §437g(a)(5)(B) provides that the Commission may, upon a finding of probable cause to believe that a violation has occurred, institute a civil law suit.



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Should you decide to enter into these agreements, please sign the documents and return them to this office. You will note that the proposed agreements provide for civil penalties of \$2,500 each. Checks in that amount, made payable to the Treasury of the United States, are due within thirty days of the agreements' effective date.

If you have any questions please contact Leland Prince, the staff member assigned to the matter, at 202-523-4026.

Sincerely yours,

William C. Oldaker  
General Counsel



## FEDERAL ELECTION COMMISSION

1125 K STREET N.W.  
WASHINGTON, D.C. 20463

February 2, 1978

Jeffrey N. Watanabe, Esquire  
Suite 814, Hawaii Building  
745 Fort Street  
Honolulu, Hawaii 96813

Dear Mr. Watanabe:

This is to acknowledge receipt of your letter dated January 20, 1978. In your letter you requested information concerning the method of handling a \$2,000 credit with a leasing company which became apparent after the Friends of Cecil Heftel had filed a termination report with the Commission.

We have enclosed two advisory opinions, AO 1977-29 and AO 1977-24, which could possibly provide answers to your question. If you feel the enclosed advisory opinions do not adequately answer your question, you may request in writing, an advisory opinion concerning the application of the Federal Election Campaign Act, or any of the Commission's rules and regulations to a specific factual situation that involves Congressman Heftel or the Friends of Cecil Heftel. In this regard you should refer to 11 CFR Part 112. (copy enclosed)

If you have any questions do not hesitate to write or call Bradley Litchfield at 202/523-4039 the Assistant General Counsel for advisory opinions.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "William C. Oldaker".

William C. Oldaker  
General Counsel

Enclosures



2000 25 26

KOBAYASHI, KOSHIBA & WATANABE

ATTORNEYS AT LAW

HAWAII BUILDING, SUITE 814

745 FORT STREET

HONOLULU, HAWAII 96813

TELEPHONE 524-5700

HERBERT T. KOBAYASHI, JR.  
JAMES E. T. KOSHIBA  
JEFFREY N. WATANABE  
KEITHETH Y. SUGITA  
JAMES KAWASHIMA  
CLAUDE WM. MATSUI  
ALAN M. GODA  
T. DOUGLAS JING  
JAMES A. KAWACHIKA  
BENTON T. KATO

January 27, 1978

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

Attention: William C. Oldaker, Esq.  
General Counsel

RE: MUR 420 (77)

Gentlemen:

By communication dated January 20, 1978, information and comments responding to the Commission's inquiry of December 30, 1977 were submitted. The January 20 response partially answered the inquiry made regarding the movement and ownership of certain office equipment between 1599 Kapiolani Boulevard and 851 Cooke Street, Honolulu, Hawaii.

Attached please find the best response which can be provided given the passage of time since mid-summer of 1976.

We hope that the information provided is of assistance in bringing this matter to a close.

Very truly yours,

  
JEFFREY N. WATANABE

JNW:gcs

Enclosures

cc: Leland Prince, Esq.  
Cec Heftel

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Question No. 1

Some background behind the 1599 Kapiolani Boulevard address may be useful at the outset. An area on the second floor of a two-story office building at that address in question was under lease to Heftel Broadcasting Corporation. In April or May of 1976, a portion of the back area of that space became vacant and was going to be used as the headquarters for the Heftel campaign. At that point in time, with the exception of a loosely organized group of volunteers trying to help as much as was possible under those conditions, there was no campaign organization to speak of.

While the 1599 Kapiolani office space would have been both inexpensive and convenient, a decision was made not to use that space in light of the association that space had with a Heftel company. Instead, much more expensive space (\$1,500.00 per month) was leased by the Heftel committee at 851 Cooke Street (see Committee's reports to the Commission).

Attempts to piece together the memories of various individuals has been difficult and inconclusive. Specifically regarding the movement of office equipment from 1599 Kapiolani to 851 Cooke Street, it would appear that such a move was made pursuant to the Committee's response of November 17, 1977 to the Commission. While the exact identity and description of the office equipment is vague and uncertain,

it appears that the office equipment involved four or five metal sided desks along with two filing cabinets. Interviews with personnel involved in the move indicate no knowledge regarding the ownership or origin of the furniture in question.

A review of the Heftel Committee reports to the Commission reveal that the Committee leased office furniture, including a number of desks and filing cabinets, from a variety of sources during the course of the campaign:

Wholesale Office Furniture	\$ 178.88
	300.00
	<u>274.97</u>
	\$ 753.85
McCallister Furniture	\$ 313.72
Wil's Furniture Center	<u>\$ 56.16</u>
TOTAL -	<u><u>\$1,123.73</u></u>

\*See Committee's General Election  
Report dated 12-2-76

The data set forth above does not include the amounts paid for office equipment such as typewriters, copy machines, etc.

One can only speculate as to whether the furniture moved was rented, owned by KGMB or donated. A search through the Committee's reports do not show any reference to donated equipment. However, it is not inconceivable that in the early days of the campaign, a donation of that nature might have been made.

It is Mr. Edwin Wong's best recollection that no office furniture belonging to a Heftel company was used at the campaign headquarters at 851 Cooke Street (see affidavit dated January 20, 1978). Interviews with individuals occupying the space at 1599 Kapiolani prior to its being vacated did indicate that they may have left one or two desks and chairs in the empty space. They did not know of any use of that furniture by any party following their departure. Attached is a letter from Mr. Efrain Andrews who was in charge of the accounting department at the time the space was vacated.

#### Conclusion

A series of allegations have been made by Mr. Alfred Pratte. These allegations appear to have resulted from incomplete information Mr. Pratte most likely obtained from someone working within the Heftel campaign at the time who had access to inaccurate or incomplete information and who passed that information on to Mr. Pratte to be used in a manner which attempts to discredit Congressman Heftel.

Mr. Pratte made allegations regarding the illegal use of station programming facilities, station personnel for the movement of furniture, improper campaign activities of Ms. Tyers, Ms. Tanabe, Messrs. Wong and Cramer. Additionally, Mr. Pratte made allegations concerning the improper use of certain video equipment at the University of Hawaii and

finally, he added charges claiming the illegal use of gas charge accounts and "free housing" given to a Heftel family friend.

It has been a difficult task in trying to clear up the allegations made. Reconstructing transactions occurring over a year ago in the heat of a congressional campaign has been a tedious task. In each allegation raised by Mr. Pratte, the Committee has been fortunate enough to have reconstructed records or have pieced together memories to give the Commission a logical explanation.

A review of those allegations raised by Mr. Pratte and how they have been answered may assist in placing this entire matter in the proper perspective.

<u>Allegation</u>	<u>Fact</u>
1. That KGMB employees illegally moved campaign furniture.	1. KGMB employee time was charged to the campaign committee.
2. That Ms. Tyers, Ms. Tanabe and Messrs. Cramer and Wong were used on the campaign as Heftel employees.	2. Ms. Tyers and Ms. Tanabe were paid by the campaign committee for time spent working on the campaign. Mr. Wong took a leave of absence from KGMB and Mr. Cramer worked on his free time.
3. KGMB video equipment was illegally used at the University of Hawaii for two days.	3. The campaign committee rented the video equipment from a video equipment supplier in Honolulu for use at the University.

Allegation

Fact

- |  |   |
|--|---|
| 4. KGMB's gasoline charge account at Mike's Union 76 was used illegally by the campaign committee. | 4. The campaign committee paid Mike's Union 76 \$2,438.94 in gasoline charges.  |
| 5. Mr. Richard Blay was illegally housed in a Heftel owned apartment during the campaign.          | 5. Mr. Blay was a close friend of the Heftel family and was accommodated by the Heftels as are many of the Heftel children's friends. |

In the case of the ownership of certain furniture moved to 851 Cooke Street, there is no conclusive information which can prove that furniture was not owned by KGMB. However, the affidavit of Mr. Wong is a consideration as is the letter from Mr. Andrews. Frankly, no one interviewed knew the origin of that furniture.

It would obviously have been simple to have charged a rental fee for the furniture in question, assuming that it did belong to KGMB. The few hundred dollars involved would have been minimal. However, no such charge was made because no one was aware of any use by the campaign of the furniture in question if it did, in fact, occur.

It is significant to note in this regard that even \$13.00 in postage was charged by KGMB against the Committee (see Committee's report dated 3-31-77).

In conclusion, a good faith attempt has been made to answer the multitude of allegations made by Mr. Pratte. It is hoped that these explanations assist the Commission in its investigation.

January 27, 1978

Friends of Cec Heftel  
P. O. Box 23020  
Honolulu, Hawaii 96822

Gentlemen:

During the time periods discussed herein, I was and still am employed as the Controller for Heftel Broadcasting Corporation.

Prior to April or May of 1976, the accounting department of Heftel Broadcasting Corporation was housed in the off street end of the second floor of a building located at 1599 Kapiolani Boulevard.

In April or May, 1976, the accounting department, which is under my supervision, vacated its space and relocated in another building. It is my best recollection that we may have left two or three pieces of used furniture in that space including one or two desks. It is unlikely, in light of our record storage requirements at that time, that any file cabinets were left.

When the accounting department was again assigned the second floor space at 1599 Kapiolani Boulevard in April of 1977, the few pieces of furniture left were still there.

Very truly yours,



Efrain Andrews

gcs

AIR MAIL

KOBAYASHI, KOSHIBA & WATANABI  
ATTORNEYS AT LAW  
HAWAII BUILDING, SUITE 404  
745 FORT STREET  
HONOLULU, HAWAII, U.S.A.

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

ATTN: William C. Oldaker, Esq.

**CERTIFIED**

No. 461332

**MAIL**

RETURN RECEIPT REQUESTED

0 8 2 8 0 0 1 0 0 2



FEDERAL ELECTION COMMISSION

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

January 27, 1978

Mr. Paul Alfred Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

Re: MUR 420 (77)

Dear Mr. Pratte:

This acknowledges receipt of your letter dated January 18, 1978. As our staff member, Mr. Prince, indicated in his phone conversation with you on January 18th, the Commission is not permitted to make public any investigation of possible violations of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq., without the written consent of the person being investigated (see 2 U.S.C. §437g(a)(3)(B)).

However, we will notify you as soon as some final determination is made by the Commission in this matter.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "William C. Oldaker".

William C. Oldaker  
General Counsel



RECEIVED  
FEDERAL ELECTION  
COMMISSION

ACC 2519  
*[Handwritten signature]*

KOBAYASHI, KOSHIBA & WATANABE

ATTORNEYS AT LAW  
HAWAII BUILDING, SUITE 813

745 FORT STREET

HONOLULU, HAWAII 96813

TELEPHONE 524-5700

JAN 25 PM 1:53

BENJAMIN T. KOBAYASHI, JR.  
JAMES E. T. KOSHIBA  
JEFFREY N. WATANABE  
KENNETH Y. SUGITA  
JAMES K. KAWASHIMA  
CLYDE WM. MATSUI  
ALAN M. GODA  
J. DOUGLAS ING  
JAMES A. KAWACHIKA  
BERNARD T. KATO

January 20, 1978

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

Attention: William C. Oldaker, Esq.  
General Counsel

RE: MUR 420 (77)

Gentlemen:

Pursuant to your request by your letter of December 30, 1977, attached please find the information requested. We have attempted to provide as much reliable and pertinent information as could be gathered within the given time constraints.

Pursuant to a telephone conversation with Mr. Lester Scall of your office, we indicated that the Committee had uncovered a \$2,000 credit in an account with an equipment leasing company. This deposit was apparently overlooked when the termination report was submitted to the Commission. We understand that there may be a procedure through which an advisory opinion could be obtained which would clarify this matter. Please consider this to be a request that information regarding this procedure be forwarded to the undersigned.

Thank you very much for your assistance in this matter.

Very truly yours,



JEFFREY N. WATANABE

JNW:gcs  
Enclosures  
cc: Leland Prince, Esq.  
Cec Heftel

Question No. 1

We are still in the process of trying to gather part of the information requested. The passage of time makes the retrieval of accurate information very difficult to obtain. Additional available information will be forwarded to the Commission as soon as possible. However, information from the affidavit of Mr. Edwin Wong indicates that he knew of no office equipment owned by KGMB used at 851 Cooke Street.

Question No. 2

Information received from Mr. Weiner's attached letter indicates that the 1959 Ford van used in the moves was owned by KGMB-TV.

Question No. 3

The regular wage rates and job titles of the individuals who were involved in the moves are as follows (see letter from Mr. Weiner):

<u>Employee</u>	<u>Title</u>	<u>Hourly Wage Rate</u>
1. Jose Uson	Maintenance Manager	\$7.06/7.64
2. Agapito Corpuz	Maintenance/Utility Man	\$5.25
3. Avelino Almogela	Maintenance/Utility Man	\$5.25
4. Ward Bray	Maintenance/Utility Man	\$4.75
5. Jeff Deponte	Maintenance/Utility Man	\$4.00

Note: Based on the information at hand, Mr. Deponte was also involved in the move. Due to an oversight, his name was not included in the original response. Also, Mr. Uson initially supervised but did not participate in the actual moving.

In response to the Commission's findings that the going rate for commercial movers in Honolulu is \$35.25 per hour for two (2) men and one van, the following is submitted for your consideration:

1. Clearly, it would appear that no attempt was made by KGMB to charge the campaign committee a fee comparable to commercial moving rates;

2. Unlike commercial movers possessing special equipment, trained packing and moving personnel, special insurance, etc. providing such services in the normal course of business, the services of maintenance personnel and a 17-year old van were utilized in this case. It is submitted that the two situations are not comparable;

3. The context within which the original \$275.50 bill was prepared may also be relevant. That billing was prepared in a good faith effort to avoid any possible discrepancy in a campaign with total expenditures exceeding \$500,000.00.

Question No. 4

The attached affidavit of Mr. Wong indicates that his part-time volunteer work on the campaign before and after his full-time work as an office manager for the campaign was conducted on his free time and did not interfere with his employment.

January 20, 1978

Friends of Cec Heftel. A Committee  
Post Office Box 23020  
Honolulu, Hawaii 96822

Gentlemen:

Pursuant to your request, I am providing the following information:

1. During the calendar year 1976, I was employed as the General Manager of television station KGMB-TV, then owned by Heftel Broadcasting - Honolulu, Inc. I am no longer employed by any Heftel company.

2. I have reviewed our employment records and provide the requested payroll information for the following employees:

<u>Employee</u>	<u>Title</u>	<u>Hourly Wage Rate</u>
Jose Uson	Maintenance Manager	\$7.06
(Note: Wage rate increased to \$7.64 <del>before</del> November, 1977.)		
Agapito Corpuz	Maintenance/Utility Man	\$5.25
Avelino Almogela	Maintenance/Utility Man	\$5.25
Ward Bray	Maintenance/Utility Man	\$4.75
Jeff Deponte	Maintenance/Utility Man	\$4.00

Attached are xerox copies of payroll records substantiating the above wage rates.













7. That to the best of his recollection, sometime in February, 1977, he was asked by a person, the identity of whom he cannot recall, to prepare billings for any assistance provided by any Heftel company which may have been previously overlooked. That he prepared a bill for services for the moving of office equipment using a rate of \$4.75 per hour which he believed at that time to be the base rate of the employees utilized.

8. Further affiant sayeth naught.

DATED: Honolulu, Hawaii, January 20, 1978.

*Edwin Wong*  
\_\_\_\_\_  
EDWIN WONG

Subscribed and sworn to before me  
this 20<sup>th</sup> day of January, 1978

*Maui Uchiyama*  
\_\_\_\_\_  
Notary Public, First Judicial  
Circuit, State of Hawaii

My commission expires: 10/25/81

73 JAN 25 PM 1:52

AIR MAIL

J. N. Watanabe

KOBAYASHI, KOSHIBA & WATANABE  
ATTORNEYS AT LAW  
HAWAII BUILDING, SUITE 2114  
745 FORT STREET  
HONOLULU, HAWAII 96813

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

ATTN: William C. Oldaker, Esq.

73010081334

CERTIFIED  
No. 461330  
MAIL

RETURN RECEIPT REQUESTED

RECEIVED  
FEDERAL ELECTION  
COMMISSION

'73 JAN 25 PM 1:53

AIR MAIL

J. N. Watanabe

KOBAYASHI, KOSHIBA & WATANABE  
ATTORNEYS AT LAW  
HAWAII BUILDING, SUITE 114  
745 FORT STREET  
HONOLULU, HAWAII 96817

Leland Prince, Esq.  
Federal Election Commission  
1325 K Street, N.W.  
Washington, D.C. 20463

CERTIFIED

No. 461731

MAIL

RETURN RECEIPT REQUESTED

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**western union**

**Telegram**

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FEDERAL ELECTION COMMISSION 1325 K STREET NW  
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RE MUR420(77) PER OUR DISCUSSION HAVE MAILED RESPONSE ON  
JANUARY 20  
JEFF WATANABE  
1325 MUR420(77) 20  
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western union

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RECEIVED  
FEDERAL ELECTION  
COMMISSION

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January 18, 1978

Mr. William C. Oldaker  
General Counsel  
Federal Election Commission  
1325 K Street NW  
Washington, D.C. 20463

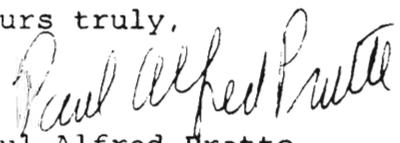
Re: HEFTEL BROADCASTING CORPORATION, AND HEFTEL BROAD-  
CASTING, INC. In kind corporate contributions to  
Congressional candidate Cecil Heftel (MUR 420 77)

Dear Mr. Oldaker:

The last communication I received from your office is  
dated October 21, 1977 in which you acknowledged receipt  
of my letter of September 13, 1977.

Since that date I have not heard whether the Federal  
Election Commission is taking action on my complaint. I  
would hope that the FEC is taking vigorous action on all  
citizens' complaints. I would appreciate hearing from  
you shortly since it has been many months since I first  
wrote.

Yours truly,



Paul Alfred Pratte  
1965 Halekoa Drive  
Honolulu, HI 96821

790107B?339

ALF PRATTE  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

790100B13



78 JAN 19 AM 11:50

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

January 13, 1978

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 420 Team #2 Prince

Please have the attached Interim Investigation Report on MUR 420 distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of January 18, 1978.

Thank you.

78040082341



our investigation revealed that the going commercial rate for movers in Honolulu was \$35.25 per hour for two movers and one van. The difference between the commercial rate (\$2,044.50) and the amount reported by the committee (\$275.50) indicates the possibility of a substantial illegal corporate contribution (\$1,769.00). We requested that the respondent submit his comments concerning this discrepancy in rates.

Our analysis of the respondent's initial response indicates the possibility that a campaign worker may have performed campaign work while also receiving his regular salary from KGMB, and we have asked additional questions in this regard as well.

Based on the date of receipt by respondent of these additional questions and a phone conversation with respondent's counsel, we expect answers by January 20, 1978.

1/11/78  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
WILLIAM C. OLDAKER  
GENERAL COUNSEL

7 9 0 4 0 7 3 3 1 1



## FEDERAL ELECTION COMMISSION

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

December 30, 1977

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Jeffrey N. Watanabe, Esquire  
Suite 814, Hawaii Building  
745 Fort Street  
Honolulu, Hawaii

Re: MUR 420(77)

Dear Mr. Watanabe:

This is to inform you that our staff has completed an initial review of the information and documentation which you provided in response to the captioned matter. As a result of our review, several questions regarding this matter are posed:

1. We have noted that in your answer to question number two, you state that "on or about July 16, 1976, . . . KGMB employees moved office equipment from 1599 Kapiolani Boulevard to 851 Cooke Street, Honolulu, Hawaii." Our investigation has revealed that KGMB Radio is located at 1599 Kapiolani Boulevard. You also stated that on November 3, 1977, "KGMB-TV employees moved office equipment and records from 851 Cooke Street to 1599 Kapiolani Boulevard as well as returned rented campaign equipment." Thus, it appears that some of the office equipment which was moved may have been owned by KGMB. In this regard, please specify:

- (a) the type of office equipment moved;
- (b) whether it was owned by KGMB;
- (c) if so, for what amount was KGMB reimbursed; and,
- (d) whether an expenditure was reported to the Commission for the use of such equipment and what this expenditure was.



2. State whether the 1959 Ford van which was used in the moves was owned by Station KGMB.

3. What were the regular wage rates and job titles of the KGMB employees used in these moves. Please provide supporting documentation such as the pay records of the workers during the time of the moves. Our investigation has revealed that the going rate for commercial movers in Honolulu is \$35.25 per hour for two men and one van. In view of the amount which you reported to the Commission on March 17, 1977 (\$4.75 per hour for 58 hours), we would appreciate your comments on the differences in these rates.

4. Your answer to Question No. 4 states that on August 20, 1976, Mr. Edwin Wong took leave to become a full-time volunteer office manager for the Heftel campaign. "On October 19, 1976, Mr. Wong left his full-time volunteer work with the campaign and returned to his position at KGMB-TV." We have noted that the invoices which you provided from Seigle, Schiller, Rolfs and Wood, Inc., and directed to the attention of Mr. Ed Wong, are dated as early as May 31, 1976, and as late as December 31, 1976. Thus, it appears that Mr. Wong may have worked for the Heftel campaign prior to August 20, 1976, and after October 19, 1976. Please set out:

- (a) the kind, duration and hours of campaign work performed by Mr. Wong during this period (May 1976-August 20, 1976 and October 19, 1976, to December 31, 1976);
- (b) Mr. Wong's status with KGMB during the time he performed such work, i.e., was he taken off salary, put on special leave, or did he work during his free time. Please submit supporting documentation in this regard.

Please submit your response to these questions within 10 days of receipt of this letter. Where appropriate, please submit your answers under oath.



December 7, 1977

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 420 Team #2 Prince

Please have the attached Interim Investigatory Report on MUR 420 distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of December 15, 1977.

Thank you.

78040082347



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western union

# Telegram

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FEDERAL ELECTION COMMISSION

1325 K STR NW

WASHINGTONDC

ATTENTION LELAND PRINCE

RE MUR420(77) HAVE YOU RECEIVED RESPONSE YET IF NOT PLEASE NOTIFY  
AND ADDITIONAL COPIES WILL BE FORWARDED ASAP STOP PLEASE CALL COLLECT

1977 NOV 24 AM 12:38

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(808)524-5700 REGARDS



# Telegram

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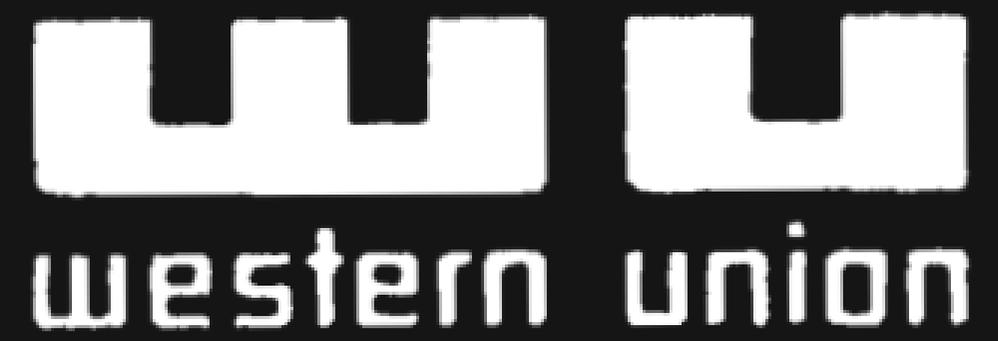
JEFFREY N WATANABE

COL 1325 K MUR420(77) (808)524-5700 N

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FEDERAL ELECTION COMMISSION

'77 NOV 21 AM 11:59

KOBAYASHI, KOSHIBA & WATANABE

ATTORNEYS AT LAW

HAWAII BUILDING, SUITE 814

745 FORT STREET

HONOLULU, HAWAII 96813

TELEPHONE 524-5700

BERT T. KOBAYASHI, JR.  
JAMES E. T. KOSHIBA  
JEFFREY N. WATANABE  
KENNETH Y. SUGITA  
JAMES KAWASHIMA  
CLYDE WM. MATSUI  
ALAN M. GODA

November 17, 1977

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

Attention: William C. Oldaker, Esq.  
General Counsel

RE: MUR 420 (77)

Gentlemen:

Pursuant to your letter of October 21, 1977 and supplemental letter of November 4, 1977, attached please find the information requested. We have attempted to provide as much pertinent information as could be gathered within the given time constraints.

We hope that the attached documentation assists the Commission in clarifying what appear to be self-serving charges being brought by Mr. Pratte.

Congressman Heftel stands ready to further assist the Commission in any way he can.

Should any questions arise, please feel free to contact our office.

Very truly yours,

*J. Watanabe*  
JEFFREY N. WATANABE

JNW:gcs

Enclosures

cc: Congressman Cec Heftel  
Mr. Leland Prince

8 7 1 9 1 3 1 3

INFORMATION SUBMISSIONS TO THE  
FEDERAL ELECTION COMMISSION  
RE MUR 420 (77)

BACKGROUND

As a preface to the details provided in this information submission, it might be helpful to the Federal Election Commission ("Commission") and its staff if some background information was also provided. It is intended that this information afford the Commission and its staff a framework within which the data submitted can be placed.

Congressman Cec Heftel ("Heftel") began his campaign for the First Congressional District in the State of Hawaii during the summer of 1976. The First Congressional District encompasses certain areas of the island of Oahu and does not include any of the neighbor islands of our State.

Heftel's campaign platform, among other things, included a proposition that federally elected officials have their political campaigns publicly financed in order to eliminate the influence of special interest groups. Given this position, it was Heftel's stated intent not to seek substantial private funding for his campaign but to supply, if possible, his own funds. This proved to be an expensive proposition. Attached as Exhibit "A" is a newspaper article which appeared in the Honolulu Star-Bulletin on Tuesday, November 1, 1977 indicating that the Congressional Quarterly reported Heftel's personal contribution to his 1976 campaign to be \$507,000 of the total \$555,381 spent.

During the primary election held on October 2, 1976, Heftel faced a fellow Democrat, Dr. John Craven. In the general election, Honolulu attorney and former State Senator Fred Rohlfing was Heftel's opponent. During the course of

the campaign, Mr. Rohlfing consistently raised the issue of Heftel's ownership of television station KGMB-TV as giving Heftel an unfair advantage. Mr. Paul Alfred Pratte was a key member of Mr. Rohlfing's campaign staff.

As a result of commitments made by Heftel during the course of the campaign, television station KGMB-TV was sold to Lee Enterprises, Incorporated, an Iowa based broadcast and publishing conglomerate. That transaction closed during the first quarter of 1977.

It is with this background that the following information is provided.

Question No. 1: Please state the name, address and telephone number of your campaign committee official who supervised campaign arrangements with station KGMB.

We will assume, for purposes of fully answering Question No. 1 that "station KGMB" includes both KGMB television and radio stations then owned by Heftel or his family members.

Much of the day-to-day arrangements for ordering air time, spots, etc. were made on behalf of the Heftel campaign by the advertising firm of:

Seigle Schiller Rolfs & Wood, Inc.  
Jack M. Seigle, President  
Financial Plaza of the Pacific  
Honolulu, Hawaii 96813  
Area Code (808) 531-6211

The campaign official paying the invoices submitted by Seigle Schiller Rolfs & Wood, Inc. for television and radio arrangements was:

Mr. Edwin K. P. Wong  
354 Puamamane Street  
Honolulu, Hawaii 96821  
Area Code (808) 373-1457

Mr. Wong acted as a volunteer office manager for the Heftel campaign.

Question No. 2: Please state the names, addresses and telephone numbers of KGMB employees, if any, who assisted in moving campaign material. In connection with such moves, please set out:

- (a) The dates the move(s) was made;
- (b) The length of time and distance(s) involved;
- (c) The vehicles and other equipment used.

On or about July 16, 1976, the following KGMB-TV employees moved office equipment from 1599 Kapiolani Boulevard to 851 Cooke Street, Honolulu, Hawaii:

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Jose Uson	94-402 Ululua Pl. Mililani Town, HI 96789	941-3011
Agapito Corpuz	1325 N. School St. Honolulu, HI 96817	941-3011
Avelino Almogela	92 Factory St., #303 Honolulu, HI 96819	941-3011
Ward Bray	2680A East Manoa Rd. Honolulu, HI 96822	941-3011

The total distance traveled was approximately 15 miles involving approximately 12 man hours and utilizing the following vehicle:

<u>Make</u>	<u>License No.</u>
1959 Ford van	523478

On or about November 3, 1977, the following KGMB-TV employees moved office equipment and records from 851 Cooke Street to 1599 Kapiolani Boulevard, Honolulu, as well as returned rented campaign equipment:

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Jose Uson	94-402 Ululua Pl. Mililani Town, HI 96789	941-3011
Agapito Corpuz	1325 N. School St. Honolulu, HI 96817	941-3011
Avelino Almogela	92 Factory St., #303 Honolulu, HI 96819	941-3011
Ward Bray	2680A East Manoa Rd. Honolulu, HI 96822	941-3011

The total distance traveled involved approximately 25 miles involving approximately 24 man hours and utilizing the following vehicle:

<u>Make</u>	<u>License No.</u>
1959 Ford van	523478

It should be pointed out that upon instruction from Heftel, a survey was made prior to February 28, 1977 of any activity on the part of KGMB-TV employees which may have benefited his candidacy with instructions that the cost of those activities be billed to his campaign organization. It is believed that as a result of that survey, an invoice was prepared by KGMB-TV dated February 28, 1977 for services involving the moves set forth above as well as other work conducted by KGMB-TV employees. A copy of the invoice is attached hereto as Exhibit "B". Payment for the amounts set forth in Exhibit "B" was reported in the Committee's March 17, 1977 submission to the Commission.

Question No. 3: Please state whether you, or your committee used KGMB equipment and personnel for purposes other than routine news coverage at the University of Hawaii or at any other location. If so, please set out:

- (a) The date(s) and time(s) of this use;
- (b) The amount of payment for the equipment and personnel and whether such expenditure(s) was reported;
- (c) If tapes were made of such activities, whether and when they were aired.

We assume that the Commission's questions relate to item 5 of Mr. Pratte's letter dated September 13, 1977 to Mr. William Oldaker which was attached to Mr. Oldaker's letter of October 21, 1977 to Heftel.

Mr. Pratte's inquiry refers to the alleged use, by Heftel's campaign organization of "Heftel Corporation video-

7 3 1 1 0 1 8 2 5 7

tape machines" used "for political purposes at the University of Hawaii campus center for two days in the months of September or October, 1976".

Through an understandable misinterpretation of Mr. Pratte's complaint, the Commission's Question No. 3 assumes that the use of a "videotape machine" results in film being produced. Actually, a videotape machine merely replays existing tape which has been filmed through the use of video cameras.

Despite this apparent misinterpretation, interviews of campaign workers did disclose the source and origin of Mr. Pratte's allegations. We will address our attention to those allegations.

During mid-September of 1976, several members of "Youth For Heftel", a young and loosely organized group of campaign volunteers struck on an idea aimed at reaching student voters at the University of Hawaii. Campaign brochures, buttons and other paraphernalia were taken to the University campus located in Manoa, a suburb of Honolulu. As part of this youth campaign, it was apparently suggested that an effective way of communicating with University students would be to find a way of replaying political announcements which were then being run in the furtherance of Heftel's candidacy on local television stations.

Based on the foregoing, the Committee was asked to procure a videotape machine which could continually replay Heftel television ads. Electronic Systems, Inc., a Honolulu based company in the business of renting and leasing commercial television equipment was contacted. A television monitor, which is a modified television set, along with a "VP 1200" videotape player, was leased from Electronic Systems, Inc. for use at the University of Hawaii campus. A copy of the invoice

sent by Electronic Systems, Inc. to the Heftel campaign organization is attached hereto as Exhibit "C". The payment of \$160.68 for the two (2) days' rental of that equipment by the Committee is shown in the 30th day report to the Commission following the general election covering the reporting period 10/23/76 to 11/22/76.

Question No. 4: Please state whether Edwin Wong, Barbara Tyers, Sylvia Tanabe, and Richard Cramer were employed by KGMB during your campaign and whether they performed any work for your campaign. If so, please set out:

- (a) Their positions at the station then and at the present time;
- (b) The kind, duration and hours of campaign work they performed;
- (c) Their status with KGMB during the time they performed such work, i.e., were they taken off salary, put on special leave, or did they work during their free time. In this connection, please submit supporting documentation such as leave records and/or pay sheets.

Edwin Wong

Prior to the 1976 congressional campaign, Mr. Wong was employed as a controller for television station KGMB. He is presently employed by KGMB-TV, a Division of Lee Enterprises, Incorporated in a similar capacity.

On August 20, 1976, Mr. Wong took accumulated vacation time from his job to become a full-time volunteer office manager for the Heftel campaign. Since Mr. Wong's accumulated vacation ran out on September 15, 1976, Mr. Wong requested, and was granted, a leave of absence, without pay, from his position at KGMB-TV for an indefinite period of time. A copy of Mr. Wong's request dated August 20, 1976 to the General Manager of KGMB-TV is attached hereto as Exhibit "D".

On October 19, 1976, Mr. Wong left his full-time volunteer work with the campaign and returned to his position at KGMB-TV. A copy of a KGMB-TV Payroll Notice showing Mr. Wong's return from his leave of absence on October 19 is attached hereto as Exhibit "E".

Barbara Tyers

Prior to the 1976 congressional campaign, Ms. Tyers was employed as an Executive Secretary with Heftel Broadcasting Corporation. She is no longer employed there.

At the beginning of the campaign during the summer of 1976, Ms. Tyers attempted to work both as a paid part-time employee and volunteer with the Committee and as a paid part-time employee with Heftel Broadcasting Corporation.

For the period July 1 to July 15, 1976, Ms. Tyers was paid \$400 by the Committee (see Commission report for period between July 1, 1976 and September 17, 1976). During that same period, Ms. Tyers was paid \$100 by Heftel Broadcasting Corporation. Attached as Exhibit "F" is a Heftel Broadcasting Corporation Payroll Change Notice for the time period July 1 to July 15, 1976.

Following July 15, 1976, Ms. Tyers functioned as a full-time employee of Heftel Broadcasting Corporation but continued as a volunteer worker with the congressional campaign.

Sylvia Tanabe

Mrs. Tanabe was employed by KGMB-TV prior to the 1976 congressional campaign as vacation relief for the regular switchboard operator as well as an accounting clerk. She is no longer employed by KGMB-TV.

Prior to August 15, 1976, Mrs. Tanabe was a full-time employee with KGMB-TV. Following that date, Mrs. Tanabe

functioned as a part-time accounting clerk with KGMB-TV and a part-time paid accounting clerk with the campaign committee. The following is a breakdown of amounts paid Mrs. Tanabe from the Committee and KGMB-TV:

<u>Pay Period</u>	<u>KGMB-TV</u>	<u>Committee</u>
1976 August 31	\$281.75	\$150.00
	*Pay for Committee for one week only. See FEC Report for period 7/1/76 - 9/17/76.	
September 15	\$182.00	\$312.00
September 30	\$252.00	\$312.00
	*See FEC Report for period 9/18/76 - 10/18/76.	
October 15	\$182.00	\$312.00
	*See FEC Report for period 10/19/76 - 10/22/76.	
October 31	\$633.50	\$312.00
	*See FEC Report for period 10/23/76 - 11/22/76.	

During the time that Mrs. Tanabe was being paid from two sources, she worked from 8:00 a.m. to 12:00 noon at the Committee (Monday - Saturday) and at KGMB-TV between 1:00 p.m. to 5:00 p.m. (Monday - Sunday).

Attached as Exhibit "G" are payroll records from KGMB-TV showing the payment of the amounts indicated.

Richard Cramer

Mr. Cramer was employed by Heftel Broadcasting Corporation as General Sales Manager prior to and during the 1976 campaign and was never an employee of the Committee. Mr. Cramer was also an active volunteer in the campaign.

Mr. Cramer is no longer employed by Heftel Broadcasting Corporation and now resides in the state of California.

To the best of anyone's knowledge, Mr. Cramer spent much of his free time, including evenings and weekends, working on Heftel's campaign.

Question No. 5: Please state whether any of your campaign advertisements were aired on KGMB radio or television and, if so:

- (a) The date(s) of such airings;
- (b) What, if anything, was paid for such airings.

Attached as Exhibit "H" please find a copy of a letter from Mr. Jack Seigle, President of the advertising firm of Seigle Schiller Rolfs & Wood, Inc., which handled direct arrangements between the Committee and all radio and television stations used for the airing of political commercials on behalf of Heftel. Attached to Mr. Seigle's letter are copies of the invoices submitted to the Committee by Mr. Seigle's firm which include commercial time purchased from all radio and television stations utilized, including KGMB.

It should also be noted that Mr. Seigle's letter states that \$6,908.48 was paid for television production work by Hawaii Production Center, a Heftel company, while \$73,000 was paid to the San Francisco firm of Rowan, Decker, Sanders and Bleich also for television production.

In addition to the specific questions raised by the Commission's letter dated October 21, 1977, the Commission in its letter of November 4, 1977 has requested that information be provided on further allegations raised by Mr. Pratte's letter to the Commission dated October 27, 1977.

The third paragraph of Mr. Pratte's letter suggests that campaign workers associated with the Heftel election effort of 1976 illegally charged gasoline on a corporate

account in the name of Heftel Broadcasting Corporation at Mike's Union Service Station located at 708 Keeaumoku Street, Honolulu, Hawaii, from August to November, 1976.

Reports filed with the Commission for the periods October 23, 1976 through November 22, 1976 and November 23, 1976 through December 31, 1976 by the Committee showed payments to Mike's Union Service Station of \$1,285.04 and \$1,153.90, respectively. The total amount reported and paid for gasoline purchased from Mike's Union Service Station for campaign purposes equalled \$2,438.94.

Mr. Pratte is at least partially correct in that Heftel Broadcasting Corporation and several of its affiliated companies also maintained accounts at Mike's Union Service Station. On request, the proprietor of Mike's Union provided copies of all of its records and charges related to the Committee. The actual charge slips have been copied and are provided to the Commission as Exhibit "I". Reports of the payment of charges by the Committee to Mike's Union Service Station were made by the Committee to the Commission in its reports covering the periods October 23, 1976 to November 22, 1976 and November 23, 1976 to December 31, 1976.

Mr. Pratte's letter of October 27, 1977 also alleges that a paid campaign worker, Richard Blay, received "free housing" for several months prior to the 1976 election as "part of his pay".

While it is true that Mr. Blay was a paid worker on the Heftel campaign, it is at that point that any similarity between the truth and Mr. Pratte's allegations ends.

As a freshman at the University of California at Irvine in 1972, Susan Heftel, the daughter of Congressman

Heftel, was befriended by Richard Blay and his family, the Robert McCleans of Irvine, California. Richard Blay was, like Susan, an undergraduate student at the Irvine campus. Throughout the five years Susan spent at Irvine, she was often a guest at the McClean residence. On at least one prior occasion, Richard accompanied Susan to Honolulu, during a summer vacation, where he stayed with the Heftel family. Susan also accompanied Richard to Kona on the island of Hawaii where his family maintains a home. This relationship existed long before the congressional campaign of 1976.

It was within this context that Richard was again offered a place to stay in Honolulu preceding the 1976 election. Many of the seven Heftel children traditionally bring friends to Honolulu as guests. These friends very often stay as guests at the Heftel home or at a small studio apartment (362 sq. ft.) owned by the Heftels at 1650 Kanunu Street, Apartment 708. Richard Blay clearly fell within this category.

Susan Heftel is a first-year law student at the University of Hawaii Law School. Richard Blay is believed to be living somewhere in southern California. The address of Mr. and Mrs. Robert McClean in Kona is Keauhou, Kona, Hawaii.

#### CONCLUSION

A sincere attempt has been made to comply with the specific questions put forth by the Commission through Mr. Oldaker's letter of October 21, 1977 as well as the Commission's supplemental letter of November 4, 1977. A substantial amount of effort and expense has been expended in providing the required information within the time limitations specified.

It is understandable that, in carrying out its statutory mandate, the Commission investigate candidates and their committees where legitimate questions are raised by private citizens interested in good government and private corporate ethics.

It would indeed be unfortunate, however, if individuals or political organizations were allowed to pervert and distort the intent and spirit of the federal election laws by attempting to use and manipulate the Commission to their own ends.

In Mr. Pratte's sworn complaint dated September 13, 1977, he attests to the following:

I am filing this complaint on my own behalf as a citizen interested in government and private corporation (sic) ethics in political campaigns and not at the request or on behalf of any candidate for any office.

It would be reasonable to conclude from Mr. Pratte's statement that he has no personal involvement or motive other than that of "a citizen interested in government ..." and corporate ethics and that he was not acting on behalf of any candidate for office. It is also clear from Mr. Pratte's letter of October 27, 1977 that he intends to continually raise charges against Congressman Heftel's 1976 campaign organization.

It seems only proper that the Commission be provided with a more complete picture of Mr. Pratte so that it can place the present as well as any future complaints Mr. Pratte might register in the proper perspective.

First, Mr. Pratte is presently and has for approximately eight (8) years been employed on a full time basis by the Hawaii State Legislature as the administrative assistant to the Senate Minority, the office serving the

legislative and campaign requirements of the Hawaii State Senate Republicans.

Second, Mr. Pratte played a key role as the Campaign Press Assistant in former State Senator Fred Rohlfing's unsuccessful race against Congressman Heftel in 1976. Mr. Pratte's status with his full-time job during the course of that campaign is uncertain.

Finally, on April 13, 1977 as Congressman Heftel spent the busy middle of the day in downtown Honolulu, Republican State Senator John Leopold arrived on the scene carrying a "picket sign" reading "Leopold: Off-Site Picket". Senator Leopold's actions were an attempt to be critical of Heftel's recent support of the Common Situs Picketing Bill in Congress. Literature attacking Heftel's position was distributed. Accompanying Senator Leopold and acting as a photographer was Mr. Pratte. This activity by two Senate employees took place during the final and critical days of the 1977 Legislative Session.

At the time, there was considerable public speculation based upon Leopold's words and actions that he was actively running for Congressman Heftel's First Congressional seat.

Senator Leopold's bid to unseat Heftel soon took on greater and more specific proportions. By letter dated July 26, 1977, Leopold solicited contributions and support in his quest to unseat Heftel. A copy of Senator Leopold's letter is attached hereto as Exhibit "J". A check with appropriate federal and state agencies revealed no registered campaign organization nor any filing indicating Leopold's intention to run for the office specified in his letter. Included with Senator Leopold's solicitation letter was a copy

of a newspaper article from the Sunday edition of the Honolulu Star-Bulletin and Advertiser dated June 26, 1977 attached hereto as Exhibit "K".

It is suggested that Mr. Pratte's interest in Congressman Heftel involves something more than his interest as a "private citizen". His active involvement in the campaign efforts of two members of the Hawaii State Senate Minority against Heftel would point to that conclusion.

It is fortunate that this information response, along with accompanying documentation, could be provided. It would be not unexpected or unreasonable, in any human endeavor involving in excess of \$.5 million, to find, say, a one percent, let alone a 1/10 of one percent variation. This would be true even in an ongoing, well-organized entity; let alone a transient, newly constituted campaign organization administering these funds and at the same time attempting to comply with complex federal and state election laws. These groups typically are set up in a campaign environment full of time pressures and confusion. In this respect, we find that most of the items being raised by Mr. Pratte involve sums of less than 1/10 of one percent of the total sums expended.

It is hoped that the information provided is of assistance to the Commission in its investigation of the charges brought by Mr. Pratte. It is also hoped that the data contained herein helps prevent the perversion of the intent and purpose of the federal election laws.

## Congressional Quarterly Reports

Honolulu Star-Bulletin  
Tuesday Nov. 1, 1977

# Hefstel Spent Most for House Victory

By Gregg Kakesako  
Gannett News Service

WASHINGTON — Freshman Rep. Cecil Hefstel has won the dubious distinction of having spent the most money—\$555,381—to win a seat in the U.S. House.

According to Congressional Quarterly, Hefstel, a Honolulu broadcast executive, also topped all other candidates in last year's House sweepstakes by spending the largest amount of his own money, \$507,000.

The candidate who spent the most money was former Rep. Gary Familian, D-Calif., who reported expenditures of \$637,080. However, Familian was defeated by Rep. Robert K. Dornan, R-Calif., who spent \$403,675 in California's Santa Monica and Los Angeles area.

FOLLOWING CLOSE behind Familian and Hefstel was former

Rep. Ron Paul, R-Tex., who reported spending \$554,358 in Texas' 22nd district, whose major city is Houston. Paul was defeated by Robert A. Gammage, a Democrat.

Another big spender who lost was former Rep. Ken Hechler, D-W.Va., who spent \$273,487 on a write-in campaign after losing a gubernatorial bid, but was defeated by Nick J. Rahall, Democrat, who topped him by spending \$336,301.

Spending the least to get elected was Rep. Edward P. Boland, D-Mass., who won his 13th term in the House for only \$47, and Rep. Charles Vanik, D-Ohio, whose expenditures amounted to \$65 to win a 12th term.

Congressional Quarterly reported that there is little doubt that campaign spending has increased in the last four years.

IN 1972, THERE were 24 districts in which the combined spending by

the general election candidates (for the House) exceeded \$250,000. In 1974, that figure grew to 38 and last year it increased dramatically to 63.

Sixteen of the 63 contests which cost more than \$250,000 in 1976 involved open seats, without an incumbent.

Spending in several races last year topped the previous record of \$537,474 set in 1974 by Rep. Abner J. Mikva, Democrat, and former Rep. Samuel H. Young, Republican, in Illinois' 10th district, whose major cities are Evanston and Skokie.

During the 1976 campaign, Hefstel, a self-made millionaire, sold his major broadcast holding, KGMB-TV, the Honolulu CBS affiliate, for \$10 million to an Iowa newspaper chain, Lee Enterprises. He is still in the process of selling his radio stations on the Mainland.

HEFTEL WAS KEPT on by Lee Enterprises as a consultant, drawing about \$50,000 annually, but has said he will use his salary to establish an educational foundation. He reported about \$5 million profit on the sale of his television station.

Hefstel's heavy campaign spending, most of it for television advertisements, was well publicized during the battle to choose a replacement for then-Rep. Spark M. Matsunaga, who opted to run for the Senate seat vacated by retiring Republican Hiram L. Fong.

Hefstel easily outspent his Republican opponent, former State Sen. Fred Rohlfing, by a 2-to-1 margin.

During the campaign, Hefstel repeatedly maintained that since he was spending his own money he was beholden to no special interests. He still argues that point today. "The

public should own me," Hefstel said, "not special interests."

LAST YEAR WAS Hefstel's second try for public office. In 1970 he nearly upset Republican Fong, coming within 7,000 votes of winning a seat in the Senate.

Pointing to the high cost of his own campaign, Hefstel said it serves as proof of the need for legislation authorizing public financing of congressional campaigns. A Senate filibuster in August killed such a bill.

The House Administration Committee tried to revive the issue, but a coalition of Republicans and veteran northern Democrats gutted the bill, putting the matter on the congressional back burner for the time being along with other issues such as election day voter registration, revision of the Hatch Act and the abolition of the electoral college.

EXHIBIT "A"

# KGMB-TV

1534 KAPIOLANI BOULEVARD, HONOLULU, HAWAII 96814  
TELEPHONE 941-3011

INVOICE  
31378

**FRIENDS OF CEC HOTEL. A COMMITTEE**  
P. O. Box 22700  
Honolulu, Hawaii

DATE 2/28/77

Advertiser:  
Product:

PLEASE REMIT FROM  
THIS INVOICE

TELECASTING OVER

**KGMB-TV**  
Channel 9, Honolulu, Hawaii

Length of Telecast	Days	Hour	Date	Total No. Times	Unit Cost
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**TO BILL YOU FOR SERVICES**

**FOR MOVING, ETC. - 58 hours @ 4.75 = 275.50**

SALES & P.O. #	TOTAL TIME CHARGES	PRODUCTION	AGENCY DISCOUNT	4% STATE TAX	NET INVOICE
					<b>275.50</b>

TERMS: NET CASH 30 - DAYS FROM INVOICE DATE  
INTEREST WILL BE CHARGED AT THE RATE OF 1% PER MONTH ON ALL PAST DUE ACCOUNTS

State of Hawaii )  
City and County of Honolulu )

SS:

### CERTIFICATE OF PERFORMANCE

This is to certify that the foregoing announcements and/or programs were broadcast on the dates and at the times shown, except as otherwise noted, according to the Official Station Logs.

Date \_\_\_\_\_

By \_\_\_\_\_

**EXHIBIT "B"**



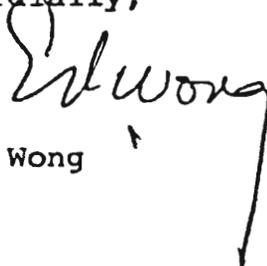
August 20, 1976

Mr. Richard A. Weiner  
Executive Vice President  
& General Manager  
KGMB-TV  
1534 Kapiolani Boulevard  
Honolulu, Hawaii 96814

Dear Mr. Weiner:

This is to advise that I will be on vacation from August 20 through September 15, 1976. Effective September 16 I respectfully request a leave of absence for an indefinite period of time not to exceed the amount allowed under the Union contract.

Cordially,



Ed Wong



**PAYROLL CHANGE NOTICE**

TO: PAYROLL DEPARTMENT:

Please enter the following change(s) in your records to take effect 7/1/76 - 7/1/77.

EMPLOYEE: BARBARA TYERS

**THE CHANGES:**

CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> Company		
<input type="checkbox"/> Department		
<input type="checkbox"/> Job		
<input checked="" type="checkbox"/> Rate	900.00/MO.	200.00/MO.
<input type="checkbox"/> Part time to Full time		
<input type="checkbox"/> Termination		
<input type="checkbox"/> Other		

*100.00/semi*

**REASON FOR THE CHANGES:**

CHECK ALL APPLICABLE BOXES

- New Hire (Union yes  no  Re-Hired
- Promotion
- Transfer
- Probationary Period Completed
- Termination - Please Explain Below

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Other

WILL BE WORKING PART TIME ONLY FOR  
 HEFTEL BROADCASTING CORP.

CHANGE AUTHORIZED BY \_\_\_\_\_ DATE \_\_\_\_\_

CHANGE APPROVED BY *Em Jones* DATE 7-7-76

*for*

MANUAL DATA SERVICES  
CUSTOMER PAYROLL  
**PAYROLL REGISTER**  
RUN DATE 12-30-76

HEFTEL BROADCASTING-HON  
#0712

CONTROLS		EMPLOYEE NAME	STATUS	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
810		610648	QTD				260000	260000		
	ROSE, J		YTD				345000	345000		
810		710808	QTD	50300	5500	1200	275108	228664	40948	5
	BOYD, C V		YTD	65200	8100	6200	976932	893489	58198	25
810		810878	ADJ-				-47500	-47500		
	LUCAS, L		PRE				70266	56270		139
			QTD				307766	293770		139
			YTD		900		1111467	1090393	7088	13
810		810880	QTD				255000	255000		
	KIMOTO, D N		YTD				967212	959423		7
810		810882	QTD	52000	1200		257164	248560	8604	
	BRADY, A T		YTD	54400	1200	10000	959644	855700	8604	85
810		810885	QTD	8000	1300		543281	525000	18281	
	WONG, E K		YTD	8000	1300	8000	2255781	2065000	18281	1725
810		810888	QTD	48800	14800		248500	170800	77700	
	TANABE, S T		YTD	51600	15100		425250	345975	79275	
810		810889	QTD	42700	13200		218750	149450	69300	
	WONG, M C		YTD	61600	16000		329175	245175	84000	
810		810891	QTD							
	WONG, G E		YTD							
810		810895	QTD	51450	4775		190491	157213	23278	
	MILLER, J R		YTD	69850	10775		849758	797230	52528	
810		810901	QTD	51600	3725		171563	154800	16763	
	DODD, F K		YTD	54000	3725		178763	152000	16763	
DEPARTMENT	810		ADJ-	00		00		-47500		
			ADJ-		00		-47500			00
			PRE	00		00	70266	56270		139
			PRE	00	00					00
			CURR	00		00	70266	56270		139
			CURR		00					00
			QTD	305350		1200		2453257		194
			QTD		44500		2727623		254874	
ACTIVE			YTD	374050		31000		7769375		3048
INACTIVE	11		YTD		57100		8398982		324737	

Section "G"

LINE	DEBIT	CREDIT	DEBIT	CREDIT	DEBIT	CREDIT	DEBIT	CREDIT
10	260000			4615215210	15972			182666
10	345000			6118620183	21176			242455
08	228664	40948	5496	3914315772	14372	2130		203691
32	893489	58198	25245	15679256647	55742	12840		694911
00	-47500			-8567-2779	-2962			-33192
66	56270		13996	14870 4111	4604			46681
66	293770		13996	5770518004	19414	75		212568
67	1090393	7088	13996	20378365021	69497	100		773066
00	255000			3572414917	12960	75		191324
12	959423		7789	13384856126	48283	100		728855
64	248560	8604		2580815044	8891	4209		203212
44	855700	8604	85340	8942855431	31002	5612		778171
81	525000	18281		131453	35448	73516		302864
81	2065000	18281	172500	44554489505	135044	100194		1485494
00	170800	77700		3423514537	12751			186977
50	345975	79275		5528824877	20523			324562
50	149450	69300		2758712797	10103			168263
75	245175	84000		4066919257	14744			254565
91	167213	23278		2372211144	8608	354		146663
58	797230	52528		11145549711	40551	472		647569
63	154800	16763		2204910037	8106			131371
63	152000	16763		2204910458	8194			138062
00	-47500		00	-2779	-2962	00		-33192
00	56270	00	13996	14870 4111	4604	00		46681
66	56270	00	13996	14870 4111	4604	00		46681
66	2453257	00	19492	127462	4604	00		1929599
23	7769375	254874	304870	443578	146625	80359		6067710
82	324737			1319982	444756	119318		

46681 19991

HAWAII FINANCIAL DATA SERVICES  
CUSTOMER PAYROLL

HEFTEL BROADCASTING-HUN  
#0712

PAYROLL REGISTER

RUN DATE: 12-13-78

CONTROLS	EMPLOYEE NUMBER	RATE	REGULAR HOURS	OVERTIME HOURS	OTHER HOURS	TOTAL EARNINGS	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS
	810	610849 450.00				45000	45000		
	ROSE, J	QTD				260000	260000		
		YTD				345000	345000		
	810	710905 4.5800	8400	900	400	46437	38472	6183	18
	BOYD, G V	QTD	50800	5500	1200	275103	228664	40948	54
		YTD	65200	8100	6200	976932	893489	58198	252
	810	610878 475.00				47500	47500		
	LUCAS, L	QTD				285000	285000		
		YTD		900		1088701	1081613	7088	
	810	810880 425.00				42500	42500		
	KIMOTO, G N	QTD				255000	255000		
		YTD				967212	959423		77
	810	810882 4.7800	3800			42064	42064		
	BRADY, A T	QTD	52000	1200		257164	248500	8604	
		YTD	54400	1200	16000	959644	865700	8604	353
	810	810885 1500.00				150000	150000		
	WONG, E K	QTD	8000	1300		943281	525000	18281	
		YTD	8000	1300	8800	2255781	2065000	18281	1725
	810	810886 3.5000	8800	3600		49700	30800	18900	
	TANABE, S T	QTD	46800	14800		248500	170800	77700	
		YTD	51800	15100		425250	345975	79275	
	810	810889	QTD	42700	12200	218750	149450	69300	
	WONG, M C	YTD	61000	16000		329175	245175	84000	
	810	810891	QTD						
	WONG, G E	YTD							
	810	810895 3.2500	7400	900		26438	24050	4388	
	MILLER, J R	QTD	51450	4775		190491	167213	23273	
		YTD	69850	10775		849758	797230	52528	
	810	810901 3.0000	8200	250		25725	24600	1125	
	DOO, FIK	QTD	51600	3725		171563	154800	16763	
		YTD	54000	3725		178763	162000	16763	
DEPARTMENT	810	CURR	41600		400		444986		18
		CURR		5650		477414		30596	
		QTD	305250		1200	2444487			54
		QTD		44500		2704357		254874	
ACTIVE	9	YTD	374850		31000	7760505			2908
INACTIVE	2	YTD		57100		8376216		324737	

PAY ROLL NUMBER	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS	FEDERAL TAX		STATE TAX	LOCAL TAXES	TOTAL DEDUCTIONS	NET	CHECK AMOUNT	CHECK NUMBER
				F.I.C.A.							
5000	45000			8042	2633	2782			31543		
0000	263000			46152	15210	15972			182666		
5000	345000			61186	20183	21176			242455		
6487	38472	6183	1832	6632	2612	2430			34813	34813	5249738
5103	228654	40948	5496	89143	15772	14372		2130	203691		
6932	893489	58198	25245	15679	256647	55742		12840	654911		
7500	47500			8567	2779	2962			33192	33192	5249739
5000	285000			51402	16672	17772		75	199079		
8701	1081613	7088		19748	63689	67855		100	759577		
2500	42500			5954	2486	2130			31900	31900	5249740
5000	255000			85724	14917	12960		75	191324		
7212	959423		7789	13384	856126	48283		100	728855		
2064	42064			4142	2461	1428			34033	34033	5249741
7164	248550	8604		25808	15044	8391		4209	203212		
9644	865700	8604	85340	89428	55431	31002		5612	778171		
0000	150000			37813		9883		20000	82304	82304	5249742
3281	525000	18281		131453		35448		72518	302864		
5781	2065000	18281	172500	44554	89505	135044		100194	1485454		
9700	30800	18900		7178	2907	2662			36953	36953	5249743
8500	170800	77700		34235	14537	12751			186977		
5250	345975	79275		55238	24877	20523			324562		
8750	149450	69300		27587	12797	10193			168263		
5175	245175	84000		40609	19257	14744			254565		
6438	24050	4383		3292	1664	1211			22271	22271	5249744
0491	167213	23273		23722	11144	5608		354	146663		
9758	797230	52528		11145	549711	40551		472	647569		
2525	24600	1125		5070	1505	1148			20002	20002	5249745
1563	154800	16763		22049	10037	8100			131371		
8753	162000	16763		22049	10458	8194			138062		
	444986		1832		19047			00	327011		
77414		30596		84690		26666		20000			
	2444487		5496		126130			00	1916110		
4357		254874		437275		144933		80359			
	7760595		290874		445884			00	6054221		
7216		324737		1513679		443114		119318			

**PAYROLL REGISTER**

HOTEL BROADCASTING-HON  
20712

CONTROL	EMPLOYEE NAME	RATE	REGULAR EARNINGS	OVERTIME EARNINGS	TOTAL	REGULAR EARNINGS	OVERTIME EARNINGS	TOTAL
310	610863	450.00	45000	45000	90000	45000	45000	90000
		QTD	215000	215000	430000	215000	215000	430000
		YTD	300000	300000	600000	300000	300000	600000
310	610803	4.5300	3000	1150	4150	40304	7901	48205
		QTD	42000	4600	46600	190192	34765	224957
		YTD	55000	7200	62200	355017	52015	407032
310	610872	475.00	47500	47500	95000	47500	47500	95000
		QTD	237500	237500	475000	237500	237500	475000
		YTD	1041201	1041201	2082402	1034113	7088	1041201
310	610859	425.00	42500	42500	85000	42500	42500	85000
		QTD	212500	212500	425000	212500	212500	425000
		YTD	324712	324712	649424	316525	77	649424
310	610852	4.7800	3500	1200	4700	42064	8504	50568
		QTD	45000	1200	46200	206496	3504	210000
		YTD	45000	1200	46200	823636	3504	827140
310	610885	1500.00	150000	150000	300000	150000	150000	300000
		QTD	750000	1300	751300	375000	18281	769281
		YTD	3000	1300	4300	1915600	18281	1917400
310	610883	5.5000	3300	3800	7100	30200	19950	50150
		QTD	40000	11200	51200	140000	56800	196800
		YTD	52300	11500	63800	315175	60375	375550
310	610889	3.5000	3300	13200	16500	30800	69300	100100
		QTD	42700	13200	55900	149450	34100	183550
		YTD	61600	16000	77600	245175	34100	279275
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	1.0000	3000	325	3325	27000	1400	28400
		QTD	45400	3475	48875	130200	15638	145838
		YTD	45400	3475	48875	137400	15638	152938
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310	610895	1.2500	3000	400	3400	30225	1950	32175
		QTD	44950	3075	48025	143165	18390	161555
		YTD	82400	9875	92275	773160	48140	821300
310	610891	QTD						
		YTD						
310								

L AS	REGULAR EARNINGS	OVERTIME EARNINGS	STATE TAX	FEDERAL TAX	SOCIAL SECURITY	MEDICAL	LOCAL TAXES	TOTAL		CHECK AMOUNT	CHECK NUMBER
								DEDUCTIONS	NET		
000	45000			8042	2832		2732			31544	
000	215000			38110	12577		13190			151123	
000	300000			53144	17550		18394			210912	
205	40304	7901		6924	2820		2554		710	35197	35197
221	190192	34755	3500	32511	15183		11792		2130	168878	
445	355617	52015	23413	153160	54035		53312		12840	660092	
500	47500			8557	2773		2582		25	33168	33168
500	237500			42835	13573		14310		75	165887	
201	1034115	7038		136513	30913		64390		100	725385	
500	42500			5754	2480		2160		25	31875	31875
000	212500			25770	12431		13300		75	159424	
712	915525		7759	12789	33540		48122		100	696955	
064	42064			4142	2460		1420		1400	32631	32631
100	208490	3534		21666	12553		7160		4205	169179	
500	823036	3500	8500	52255	52970		29574		5612	744138	
000	150000			37813			2035		21758	80546	80546
221	375000	13251		53643			25000		53516	220560	
781	1915000	18281	172500	407731	89505		125101		301941	1403190	
750	30000	19950		7357	2969		2737			37687	37687
500	140000	55500		27057	11550		17000			150024	
550	315175	60375		48110	21970		17361			287600	
800	30800			3139	1302		1140			24719	24719
750	149450	69300		27507	12797		10100			165263	
175	245175	34000		40609	15257		14744			254565	
175	30225	1950		4339	1802		1464		118	24672	24672
053	143155	18350		20430	9480		7597		354	124392	
320	773160	48140		106163	46047		53300		474	625298	
100	27000	1403		3420	1550		1341			21829	21829
828	130200	15638		18979	6532		5958			111369	
033	157400	15033		18577	8953		7040			113069	
	450195				21400				00	353868	
457		21254		59605			28451		24039		
	1699501		3500		107000				00	1500090	
443		224273		352535			115017		60359		
	7315519		289000		425037				00	5727210	
002		294141		122898			410008		99318		

BANK OF HAWAII  
 FINANCIAL DATA SERVICES  
 CUSTOMER PAYROLL

**PAYROLL REGISTER**  
 RUN DATE 11-18-76

HEFTEL BROADCASTING-HON  
 #0712

CONTROLS	EMPLOYEE NUMBER	RATE	REGULAR HOURS	OVERTIME HOURS	OTHER HOURS	TOTAL EARNINGS	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS
	810	710866 4.5800	8800			40304	40304		
	SCYD, C V	QTD	33600	3450	800	180416	149888	26864	36
		YTD	48000	6050	5800	882240	814713	44114	234
	810	810878 475.00				47500	47500		
	LUCAS, L	QTD				190000	190000		
		YTD		900		993701	986613	7088	
	810	810880 425.00				42500	42500		
	KIMOTO, D N	QTD				170000	170000		
		YTD				832212	874423		77
	810	810882 4.7800	8800	500		45649	42064	3585	
	BRADY, A T	QTD	34400	1200		173036	164432	8604	
		YTD	36800	1200	16000	875516	791572	8604	853
	810	810885 1500.00				150000	150000		
	WONG, E K	QTD	8000	1300		243231	225000	18231	
		YTD	8000	1300	8300	1955781	1765000	18281	1725
	810	810888 3.5000	8800	2000		41300	30800	10500	
	TANABE, S T	QTD	31200	7400		148050	109200	38850	
		YTD	44000	7700		324800	284375	40425	
	810	810889 3.5000	8800			30800	30800		
	WONG, M C	QTD	33900	13200		187950	118650	69300	
		YTD	52800	16000		298375	214375	84000	
	810	810891	QTD						
	WONG, G E	YTD							
	810	810895 3.2500	9150	525		32297	29738	2559	
	MILLER, J R	QTD	34750	3475		129878	112938	16940	
		YTD	53150	5475		789145	742955	46190	
	810	810901 3.0000	8800	800		30000	26400	3600	
	DOO, F K	QTD	34400	3150		117375	103200	14175	
		YTD	36800	2150		124575	110400	14175	
DEPARTMENT	810	CURR	53150		00		440106		
		CURR		3875		460350		20244	
		QTD	210250		800	1539936	1343308	193014	36
		QTD		33175					
ACTIVE	9	YTD	279550		30600	7126345	6574426	262877	2890
INACTIVE	1	YTD		45775					

EFTEL BROADCASTING-HUN  
#0712

PERIOD END DATE 11-15-76

AL NGS	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS	FEDERAL		STATE	LOCAL	TOTAL		CHECK AMOUNT	CHECK NUMBER	
				TAX	F.I.C.A.			DEDUCTIONS	NET			
0304	40304			5581	2358	2012				30353	30353	5218951
0415	149888	26804	3664	25587	10340	9388		1420		133691		
2240	814713	44114	23413	14323	651215	50758		12130		624901		
7500	47500			8567	2779	2962				33192	33192	5218952
0000	190000			34268	11115	11848		50		132719		
3701	986613	7088		18034	658132	61931		75		693217		
2500	42500			5954	2487	2160				31899	31899	5218953
0000	170000			23616	9945	8640		50		127549		
2212	874425		7789	12194	051154	43963		75		665080		
5649	42064	3585		4859	2671	1670				36449	36449	5218954
3030	164432	8604		17524	10123	6035		2806		136548		
5516	781572	8604	85340	81144	50510	28146		4209		711507		
0000	150000			37813		9883		20000		82304	82304	5218955
3281	225000	18281		55827		15682		31758		140014		
5781	1765000	18281	172500	36991	889505	115278		58436		1322644		
1300	30800	10500		5750	2416	2030				31054	31054	5218956
8050	109200	38650		19700	8661	7352				112337		
4800	284375	40425		40753	19001	15124				249922		
0800	30800			3139	1302	1140				24719	24719	5218957
7950	118650	69300		24448	10995	8963				143544		
6375	214375	84000		37470	17455	13604				229846		
2297	29738	2559		4053	1889	1472				24873	24873	5218958
9878	112938	16940		16391	7598	5933		236		99720		
9149	742955	46190		10412	446165	27876		354		600626		
0000	26400	3600		3981	1755	1452				22812	22812	5218959
7375	103200	14175		15351	6867	5617				89540		
4575	110400	14175		15351	7288	5705				96231		
	440106		00		18157		00			317655		
0350		20244		79707		24831		20000				
	1343308		3664		75644		00			1115652		
9936		193014		232912		79458		36320				
	6574426		289042		390425		00			5193974		
6345		262877		1094282		372385		75279				

STATE OF HAWAII  
 PAYROLL REGISTER  
 RUN DATE 11-04-76

HEFTEL BROADCASTING-HON  
 #0712

CONTINGENT	EMPLOYEE NUMBER	RATE	REGULAR HOURS	REGULAR EARNINGS	OTHER HOURS	OTHER EARNINGS	REGULAR EARNINGS	OVERTIME EARNINGS	YTD EARNINGS	
	310	710806	4.5800	7200	2350	800	55797	32496	19637	36
	BOYD, C V		QTD	24800	3450	800	140112	109584	26864	36
			YTD	39200	6050	5800	841936	774409	44114	234
	310	810878	475.00				47500	47500		
	LUCAS, L		QTD				142500	142500		
			YTD		900		946201	939113	7088	
	310	810880	425.00				42500	42500		
	KIMOTO, D N		QTD				127500	127500		
			YTD				839712	831923		77
	310	810882	4.7800	8000	200		39674	38240	1434	
	BRADY, A T		QTD	25600	700		127387	122363	5019	
			YTD	28000	700	16000	829367	739508	5019	853
	310	810885	9.3750	8000	1300		93281	75000	18281	
	WONG, E K		QTD	8000	1300		93281	75000	18281	
			YTD	8000	1300	8800	1805781	1615000	18281	1725
	310	810886		17600	2700		103488	84128	19360	
	LEE, K A		QTD	17600	2700		935718	879025	36160	205
			YTD	36000	5100	350				
	310	810888	3.5000	10000	5400		63350	35000	28350	
	TANABE, S T		QTD	22400	5400		106750	78400	28350	
			YTD	35200	5700		283500	253575	29925	
	310	810889	3.5000	8000	3800		47950	28000	19950	
	WONG, M C		QTD	25100	13200		157150	87850	69300	
			YTD	44000	16000		267575	183575	84000	
	310	810895	3.2500	8000	750		29656	26000	3656	
	MILLER, J R		QTD	25600	2950		97581	83200	14381	
			YTD	44000	8950		756848	713217	43631	
	310	310901	3.0000	8000	700		27150	24000	3150	
	BOYD, F K		QTD	25600	2350		87375	76800	10575	
			YTD	28000	2350		94575	84000	10575	
DEPARTMENT	810	CURR		57200		800		348736		36
		CURR			14500		446853		94458	36
		QTD		174700		800		987330		36
		QTD			32050		1183124		192130	
ACTIVE	9	YTD		262400		30950		7013345		3095
INACTIVE	1	YTD			47050		7601713		278793	

AS	REGULAR EARNINGS	OVERTIME EARNINGS	FEDERAL TAX	NET	CHECK AMOUNT	CHECK NUMBER
797	32496	19637	3664	8214 3050	3101	710 40722 40722 5204368
12	109584	26864	3664	20006 7982	7376	1420 103328
936	774409	44114	23413	13765548857	48746	12130 594548
500	47500			8567 2779	2962	25 33167 33167 5204369
500	142500			25701 8336	8886	50 99527
201	939113	7088		17177955353	58969	75 660025
500	42500			5954 2486	2160	25 31875 31875 5204370
500	127500			17862 7458	6430	50 95650
712	831923		7789	11598648667	41803	75 633181
674	38240	1434		3664 2321	1267	1403 31019 31019 5204371
387	122368	5019		12665 7452	4365	2806 100099
867	739508	5019	85340	7628547839	26476	4209 675058
281	75000	18281		18014	5799	11758 57710 57710 5204372
281	75000	18281		18014	5799	11758 57710
781	1515000	18281	172500	33210589505	105395	384361240340
488	84128	19360		15051 6054	5617	785 75981
718	879025	36160	20533	13353753545	49250	1570 697816
350	35000	28350		9983 3706	3645	46016 46016 5204373
750	78400	28350		13950 6245	5272	81283
500	253575	29925		3500316585	13044	218868
950	28000	19950		6349 2805	2294	36502 36502 5204374
150	87850	69300		21309 9193	7823	118825
575	183575	84000		3433115653	12464	205127
656	26000	3656		3535 1735	1293	118 22975 22975 5204375
581	83200	14381		12328 5709	4461	236 74847
848	713217	43631		10006144276	36404	354 575753
150	24000	3150		3355 1589	1246	20960 20960 5204376
375	76800	10575		11370 5112	4165	66728
575	84000	10575		11370 5532	4253	73419
858	348736	94458	3664	20471	23767	00 14039 320946
124	987330	192130	3664	67635	60244	00 873978
713	7013345	278793	309575	168256	425813	00 17105 5574135
				1148112	396804	56849

BANK OF HAWAII  
FINANCIAL INSTITUTIONS  
PAYROLL REGISTER

HEFTEL BROADCASTING-HON  
#0712

PAYROLL REGISTER  
RPN DATE 10-20-76

CONTROLS	EMPLOYEE NUMBER	RATE	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS
	810	710806 4.3800	8800	600		42486	38544	3942	
	BRADY, C V	QTD 17500	1100			84315	77088	7227	
		YTD 32000	3700	5000		786139	741913	24477	197
	810	810878 475.00				47500	47500		
	LUCAS, L	QTD 95000				95000	95000		
		YTD 900				893701	891613	7088	
	810	810980 425.00				42500	42500		
	KIMOTO, D N	QTD 85000				85000	85000		
		YTD 797212				789423			77
	810	310382 4.7800	8000	500		45549	42064	3585	
	BRADY, A T	QTD 17500	500			87713	84128	3585	
		YTD 20000	500	16000		790193	701268	3585	853
	810	810385	QTD						
	WONG, E K	YTD		8800		1712500	1540000		1725
	810	810886 4.7800	8000	950		48576	42064	6812	
	LEE, K A	QTD 17500	2700			103488	84128	19360	
		YTD 36000	5100	350		935713	379025	36150	205
	810	810886 3.5000	5200			18200	18200		
	TANABE, S T	QTD 12400				43400	43400		
		YTD 25200	300			220150	218575	1575	
	810	810389 3.5000	8000	5100		57575	30800	26775	
	WONG, M C	QTD 17100	9400			109200	59850	49350	
		YTD 36000	12200			219625	155575	64050	
	810	810895 3.2500	8000	1000		33475	23600	4875	
	MILLER, J R	QTD 17500	2200			67925	57200	10725	
		YTD 36000	8200			727192	687217	39975	
	810	810901 3.0000	8000	750		29775	26400	3375	
	ONG, F K	QTD 17500	1650			60225	52800	7425	
		YTD 20000	1650			57425	60000	7425	
DEPARTMENT	810	CURR	58000		00		316672		
		CURR		8900		366036		49364	
		QTD	117500		00		638594		
		QTD		17550		736266		97672	
ACTIVE	9	YTD	205200		30150		6664609		3059
INACTIVE	1	YTD		32550		7154855		184335	

PERIOD END DATE 10-15-75

	REGULAR EARNINGS	OVERTIME EARNINGS	DEFERRED EARNINGS	FEDERAL TAX			NET	CHECK		
								AMOUNT	CHECK NUMBER	
86	38544	3942		5952	2485	2160	31889	31889	5190169	
15	77088	7227		11792	4932	4275	710	62606		
39	741913	24477	19749	129441	45807	45645	11420	553826		
00	47500			8567	2779	2962		32192	33192	5190170
00	95000			17134	5557	5924	25	65360		
01	891613	7088		16321	252574	56007	50	626858		
00	42500			5954	2486	2160		31900	31900	5190171
00	85000			11908	4972	4320	25	63775		
12	789423		7789	110032	46181	39643	50	601306		
49	42064	3585		4859	2670	1570		36450	36450	5190172
13	84128	3585		9001	5131	3098	1403	69080		
93	701268	3585	85340	72621	45518	25209	2806	644039		
00	1540000		172500	314091	39505	99596	26678	1182630		
76	42064	6812		7038	2860	2602		36376	36376	5190173
88	84128	19350		15051	6054	5617	785	75981		
13	379025	36150	20533	133537	53545	49250	1570	697816		
00	18200			1323	1065	611		15201	15201	5190174
00	43400			3967	2539	1627		35267		
50	218575	1575		25020	12879	9399		172852		
75	30800	26775		7936	3368	2979		43242	43242	5190175
00	59850	49350		14960	6388	5529		82323		
25	155575	64050		27932	12848	10170		163625		
75	23600	4975		4299	1959	1551		25666	25666	5190176
25	57200	10725		8793	3974	3168	118	51872		
92	687217	39975		96526	42541	35111	236	552778		
75	26400	3375		3930	1741	1435		22669	22669	5190177
25	52800	7425		8015	3523	2919		45768		
25	60000	7425		8015	3944	3007		52459		
	316672		00		21413		00	276585		
36	638594	49364	00	49908		18130	00	553032		
66	6664609	97672	305911	100621		36477	3066	5253189		
55		184335		1030477		373037	42810			

PAYROLL REGISTER  
RUN DATE 11-05-76

CONTROLS	EMPLOYEE NUMBER	RATE	REGULAR HOURS	OVERTIME HOURS	OTHER HOURS	TOTAL EARNINGS	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS
	810	710305	4.3300	8800	500	41829	38544	3285	
	BOYD, C V		QTD	8800	500	41829	38544	3285	
			YTD	23200	3100	743652	703369	20535	197
	810	810878	475.00			47500	47500		
	LUCAS, L		QTD			47500	47500		
			YTD	900		851201	844113	7038	
	810	810880	425.00			42500	42500		
	KIMOTO, D N		QTD			42500	42500		
			YTD			754712	746923		778
	810	810882	4.7800	8800		42064	42064		
	BRADY, A T		QTD	8800		42064	42064		
			YTD	11200		744544	659204		8534
	810	810885							
	HONG, B K		QTD						
			YTD		8800	1712500	1540000		17250
	810	810886	4.7800	8800	1750	54612	42064	12548	
	LEO, K A		QTD	8800	1750	54612	42064	12548	
			YTD	27200	4150	885842	936961	29348	2053
	810	810888	3.5000	7200		25200	25200		
	TANABE, S T		QTD	7200		25200	25200		
			YTD	20000	300	201950	200375	1575	
	810	810889	3.5000	8300	4300	51525	29050	22575	
	HONG, M C		QTD	8300	4300	51525	29050	22575	
			YTD	27200	7100	162050	124775	37275	
	810	810890							
	GOLDER, S R		QTD						
			YTD	3675		19951	19951		
	810	810895	3.2500	8800	1200	34450	28600	5850	
	MILLER, J R		QTD	8800	1200	34450	28600	5850	
			YTD	27200	7200	693717	658617	35100	
	810	810900							
	CROYDON, G S		QTD						
			YTD			89925	89925		
	810	810901	3.0000	8800	900	30450	25400	4050	
	BOB, F K		QTD	8800	900	30450	25400	4050	
			YTD	11200	900	37650	33600	4050	
DEPARTMENT	810	CURR		59500					
		CURR							
		QTD		59500					
		QTD			8650				
ACTIVE	9	YTD		150875		30150			
INACTIVE	3	YTD			23650				
						6898895		134971	

EFTEL BROADCASTING-HON  
#0712

PERIOD END DATE 09-30-76

AL NOS	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS	FEDERAL TAX	F.I.C.A.	STATE TAX	LOCAL TAXES	TOTAL DEDUCTIONS	NET	CHECK AMOUNT	CHECK NUMBER
1829	38544	3285		5840	2447	2115		710	30717	30717	5175131
1829	33544	3265		5840	2447	2115		710	30717		
3653	703369	20535	19749	1234894	3322	45485		11420	521937		
7500	47500			8567	2778	2962		25	33168	33168	5175132
7500	47500			8567	2778	2962		25	33168		
1201	844113	7088		1546454	9795	53045		50	593666		
2500	42500			5954	2486	2160		25	31875	31875	5175133
2500	42500			5954	2486	2160		25	31875		
4712	746923		7769	1040784	3695	37483		50	569406		
2064	42064			4142	2461	1428		1403	32630	32630	5175134
2064	42064			4142	2461	1428		1403	32630		
4544	659204		85340	677624	2848	23539		2806	607589		
2500	1540000		172500	314091	39505	99596		26678	1132630		
4612	42064	12548		8013	3194	3015		785	39605	39605	5175135
4612	42064	12548		8013	3194	3015		785	39605		
5242	836961	129348	20533	1264995	0685	46648		1570	661440		
5200	25200			2644	1474	1016			20066	20066	5175136
5200	25200			2644	1474	1016			20066		
1950	200375	1575		236971	1814	8788			157651		
1625	29050	22575		6974	3020	2550			39081	39081	5175137
1625	29050	22575		6974	3020	2550			39081		
2050	124775	37275		19996	9480	7191			125383		
9951	19951			1461	1167	738			16585		
4450	28600	5850		4494	2015	1617		118	26206	26206	5175138
4450	28600	5850		4494	2015	1617		118	26206		
3717	658617	35100		922274	0582	33560		236	527112		
9925	89925			9784	5262	3738			71141		
0450	26400	4050		4085	1782	1484			23099	23099	5175139
0450	26400	4050		4085	1782	1484			23099		
7650	33600	4050		4085	2203	1572			29790		
	321922		00		21657		00		276447		
0230		48308		50713		18347		3066			
	321922		00		21657		00		276447		
0230		48308		50713		18347		3066			
	6457813		305911		590353		00		5064230		
8695		134971		1041814		359333		42810			

PAYROLL REGISTER  
 RUN DATE 09-30-76

WFTL BROADCASTING-FLA  
 #0712

EMPLOYEE NAME	EMPLOYEE ID	REG	REG	REG	REG	REG	REG	REG	REG	REG	REG
BOYD, C V	710503	4,0720	5000	1400	5000	43803	22303	9355	189		
		QTD	5000	1400	5000	186373	160338	9360	189		
		YTD	5600	1400	5000	655396	626231	9366	197		
LUCAS, L	810376	455.00				45500	45500				
		QTD				227513	227513				
		YTD				749113	749113				
KIMBLE, D N	810830	425.00				42500	42500				
		QTD				207500	207500				
		YTD				669712	661923				77
BEADY, A T	810882	4,4420			9600	42543					420
		QTD			9600	195449	152806				420
		YTD			9600	660416	605663				547
MCNEE, E K	810885					457500	457500				
		QTD				1540000	1540000				
YTD											
LEO, K A	810836	4,4400	7600	300	350	45051	42624	5328			
		QTD	9600	800	350	227794	220531	5328			16
		YTD	9600	800	350	773694	752333	5328			205
TANABE, S T	810858	3,5000	7600	300		26175	26600	1575			
		QTD	7600	300		156550	156975	1575			
		YTD	7600	300		156550	156975	1575			
WONG, M C	810889	3,5000	9850	1100		40250	34+75	5775			
		QTD	9850	1100		69825	64050	5775			
		YTD	9850	1100		69825	64050	5775			
GOLDER, S R	810890										
		QTD									
		YTD									
MILLER, J R	810895	3,2500	9600	4000		50700	31200	19500			
		QTD	9600	4000		163150	143650	19500			
		YTD	9600	4000		620917	601417	19500			
CROYDEN, G S	810900					89925	89925				
		QTD				89925	89925				
		YTD									
DEPARTMENT	810	CURR	42250		14950		245702				593
		CURR		7600		346637		41544			
		QTD	42250		14950		1880936				611
		QTD		7600		1983679		41544			
ACTIVE	3	YTD	42250		14950		5646135				1023
INACTIVE	3	YTD		7600		5992543		41544			

PAYROLL REGISTER  
 RUN DATE 09-17-76

CONTROLS	EMPLOYEE NUMBER	RATE	REGULAR HOURS	OVERTIME HOURS	OTHER HOURS	TOTAL EARNINGS	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS
EMPLOYEE NAME									
810	710806	4.3800	8800	1200		48428	38544	7884	
		QTD	14400	2600	5000	232801	198912	17250	1662
		YTD	14400	2600	5000	701824	664825	17250	1974
810	810878	475.00		900		54538	47500	7038	
		QTD		900		282201	275113	7088	
		YTD		900		803701	796613	7088	
810	810880	425.00				42500	42500		
		QTD				250000	250000		
		YTD				712212	704423		778
810	810892	4.7800	2400		6400	42064	11472		3059
		QTD	2400		16000	237513	164278		7323
		YTD	2400		16000	702430	617140		8534
810	810335	PRE				90000			9000
		9.3750			8800	82500			8250
		QTD			8800	630000	457500		17250
		YTD			8800	1712500	1540000		17250
810	810886	4.7800	8800	1600		53536	42064	11472	
		QTD	18400	2400	350	281330	262645	16800	188
		YTD	18400	2400	350	832230	794897	16800	2053
810	810885	3.5000	5200			18200	18200		
		QTD	12800	300		176750	175175	1575	
		YTD	12800	300		176750	175175	1575	
810	810889	3.5000	9050	1700		40600	31675	8925	
		QTD	18900	2800		110425	95725	14700	
		YTD	18900	2800		110425	95725	14700	
810	810390	PRE				7088	7088		
		3.5000	3675			12863	12863		
		QTD	3675			19951	19951		
		YTD	3675			19951	19951		
810	810895	3.2500	6800	2000		38350	28600	9750	
		QTD	18400	6000		201500	172250	29250	
		YTD	18400	6000		659267	630017	29250	
810	810900	QTD				89925	89925		
		YTD				89925	89925		
810	810901	3.0000	2400			7200	7200		
		QTD	2400			7200	7200		
		YTD	2400			7200	7200		

EFTEL BROADCASTING-HON  
#0712

PERIOD END DATE 09-15-76

EMPLOYEE NO.	REGULAR EARNINGS	OVERTIME EARNINGS	OTHER EARNINGS	FEDERAL TAX	STATE TAX	LOCAL TAXES	TOTAL DEDUCTIONS	CHECK		
								NET	AMOUNT	CHECK NUMBER
8428	38544	7884		6022	2716	2426		34664	34664	5160292
2801	198912	17250	16639	13649	13620	5024	10710	189798		
1824	664825	17250	19749	11764	40875	41370	10710	491220		
4538	47500	7088		10180	3194	3472		37742	37742	5160293
2201	275113	7088		18327	16507	6290	25	241052		
3701	796613	7088		14607	847017	50083	25	560498		
2500	42500			5954	2467	2160		31899	31899	5160294
0000	250000			11908	14624	4320	25	219123		
2212	704423		7789	9812	441209	35323	25	537531		
2064	11472		30592	4142	2461	1428		34033	34033	5160295
7513	164278		73235	8400	13892	2695	1403	210923		
2450	617140		65340	6362	40387	22111	1403	574959		
0000			90000	16848	5265	5565	14258	48064	48064	19864
2500			82500	14996	01	5023	12420	50060	50060	5160296
0000	457500		172500	31844	31445	10588	26678	529445		
2500	1540000		172500	31409	169505	99596	26678	1182630		
6536	42004	11472		7631	3132	2938		39635	39635	5160297
31330	262645	16800	1885	14731	16354	5482	785	243978		
2230	794897	16800	20533	11848	647491	45633	785	621835		
3200	18200			1323	1065	611		15201	15201	5160298
76750	175175	1575		4562	10340	1805		160043		
76750	175175	1575		21053	10340	7772		137585		
40600	31675	8925		5099	2375	1798		21328	21328	5160299
10425	95725	14700		10128	6460	3572		90265		
10425	95725	14700		13022	6460	4641		86302		
7088	7088			270	415	215		6188	6188	19858
12863	12863			1191	752	523		10397	10397	5160300
19951	19951			1451	1167	736		16585		
19951	19951			1461	1167	738		16585		
39350	28600	9750		5249	2243	1680		26978	26978	5160301
01500	172250	29250		12597	11787	4614	118	172384		
59267	630017	29250		8773	33557	31943	118	500906		
89925	89925				5261			84664		
89925	89925			9784	5262	3733		71141		
7200	7200				421	83		6691	6691	5160302
7200	7200				421	38		6691		
7200	7200				421	38		6691		



PAYROLL REGISTER

COMPANY NAME  
HEFTEL BROADCASTING-HON.

NO DEPT. NO.  
712 810

PERIOD ENDING  
8/15/76

DATE  
8/

EMPLOYEE NUMBER	EMPLOYEE NAME	RATE	HOURS		EARNINGS			FED. W/T	F.I.
			REGULAR	OVERTIME	REGULAR	O.T. & OTHER	TOTAL		
710306CV	SEGURITAN	4.0720	8000	375	32576	3939	36515	6198	2
810378L	LUCAS	455.00		225	45500	113	45613	8170	2
810380DN	KIMOTO	425.00			42500		42500	5954	2
810382AT	BRADY	4.4420	8000		35536		35536	2330	20
810335EK	WONG	9.3750	20000	1600	187500	22500	210000	594131	12
810386KA	LEO	4.4400	8000		35520		35520	4708	20
810383ST	TANABE	3.5000	8800	1200	30800	6300	37100	5024	20
810389MC	WONG	3.5000	8000	300	28000	1575	29575	2394	10
810395JR	MILLER	3.2500	3200	1250	10400	6094	16494	1033	
810900GS	CROYDON	3.0000	5100	2650	15300	11925	27225	3370	10

CURRENT	REGULAR HOURS	OVERTIME HOURS	REGULAR EARNINGS	OVERTIME & OTHER EARNINGS	GROSS EARNINGS	FEDERAL WITHHOLDING
REGULAR PRE-PAY	691.00	81.00	4635.32	524.46	5160.78	996.
NUMBER OF EMPLOYEES	ACTIVE 10	INACTIVE	YEAR TO DATE ADJUSTMENT NEW YEAR TO DATE TOTAL		56459.11	8634.

# ROLL REGISTER

ENDING

DATE PREPARED

CHECKS DATED

PAGE NUMBER

1/15/76

8/17/76

3/19/76

15

EARNINGS			TAXES				TOTAL OTHER DEDUCTIONS	NET PAY	CHECK NUMBER	YEAR-TO-DATE		
BAR	O.T. & OTHER	TOTAL	FED. W/T	F.I.C.A.	STATE W/T	S.D.I. & CITY W/T				GROSS EARNINGS	FEDERAL WITH. TAX	F.I.C.A.
576	3939	36515	6198	2136	2171			26010537591	606588	10400035203	36346	
500	113	45613	8170	2636	2820			31949537592	703613	12775141164	43793	
500		42500	5934	2486	2150			31900537593	627212	8621636238	31003	
536		35556	2830	2079	1011			29610537594	617773	5522055434	19216	
500	22500	210000	59413	12285	14203		12500	111599537595	1540000	28224734239	89008	
520		35520	4708	2076	1689			27045537596	730633	10375541547	38151	
600	6300	57100	5024	2170	1796			28110537597	130375	164917627	5667	
000	1575	29575	2894	1730	1059			23882537598	29575	28941730	1069	
400	6094	16494	1033	965	534			13962537599	570217	751363358	27329	
300	11925	27225	3370	1593	1252			21010537600	89925	97845252	3738	
GROSS EARNINGS			TAXES				TOTAL OTHER DEDUCTIONS	NET PAY	YEAR-TO-DATE			
4.46		5160.78	990.00	301.90	287.11		125.00				3450.77	
TOTAL		56459.11	8634.94	3219.02	2956.20				BANK OF HAWAII FINANCIAL DATA SERVICES CUSTOMER PAYROLL			

# PAYROLL REGISTER

COMPANY NAME: HEALTHCARE BROADCASTING-MON. NO. 712 DEPT NO. 410 PERIOD ENDING: 7/31/74 DATE: 7/31/74

EMPLOYEE NUMBER	EMPLOYEE NAME	RATE	HOURS		EARNINGS			FED. W/T	F.
			REGULAR	OVERTIME	REGULAR	O.T. & OTHER	TOTAL		
710-000V	SEGNITAN	4.0720	800	300	32634	1245	37079	632	2
710-076L	LUCAS	455.00			45500		45500	2147	2
710-000N	KIMOTO	425.00			42500		42500	5954	2
710-0001	PRADY	4.4420	800		35536		39090	3547	2
710-000K	KONG	9.3750	800		82500		82500	14964	4
710-000A	LTD	4.4400	800	450	33072	3000	42072	5381	2
710-000ST	TANARE	3.5000	800	400	30500	2100	32900	4164	1
710-000AC	WONG	3.5000							
710-000J	MILLER	3.2500	550	550	18200	4631	22831	2170	1
710-000GS	CROYDON	3.0000	440	450	13300	2025	15225	1069	

CURRENT	REGULAR HOURS	OVERTIME HOURS	REGULAR EARNINGS	OVERTIME & OTHER EARNINGS	GROSS EARNINGS	FEDERAL WITHHOLDING
REGULAR PRE-PAY	540.00	25.50	3466.96	130.01	3596.97	522.
NUMBER OF EMPLOYEES	ACTIVE	INACTIVE	YEAR TO DATE ADJUSTMENT NEW YEAR TO DATE TOTAL		51298.33	7633.
	0	1				

# ROLL REGISTER

ENDING

DATE PREPARED

CHECKS DATED

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31/76

6/03/76

6/05/76

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R	EARNINGS		TAXES				TOTAL OTHER DEDUCTIONS	NET PAY	CHECK NUMBER	YEAR-TO-DATE			
	O.T. & OTHER	TOTAL	FED. W/T	F.I.C.A.	STATE W/T	S.D.I. - CITY W/T				GROSS EARNINGS	FEDERAL WITH. TAX	F.I.C.A.	STATE WITH. TAX
	1345	57073	6323	2153	2211		25911	522949	570073	9720253167	34175		
		45500	9147	2652	2812		31373	522950	658000	11958138496	40967		
		42500	5954	2438	2160		25	31375	522951	584712	8026233752	28843	
		59000	6547	2337	1227		1402	30620	522952	582237	5238423355	18205	
		52500	14993	4820	5023		1425	4337	522953	1330000	22253471954	74805	
	3000	42072	5881	2461	2132		785	30813	522954	695113	5904730469	36462	
	2100	32900	4184	1423	1512			25279	522955	93275	11467 5457	4171	
	4831	22531	2170	1324	477		11	14300	522956	553723	7410332303	26795	
	2025	15325	1065	891	458			12807	522957	62700	6414 3669	2486	
OTHER GS		GROSS EARNINGS	FEDERAL WITHOLDING TAX	F.I.C.A.	STATE WITHOLDING TAX	S.D.I. & CITY WITHOLDING TAX	TOTAL OTHER DEDUCTIONS	NET PAY					
0.01		3596.97	522.70	210.43	174.13		172.99	2506.61					
TOTAL		51298.33	7633.94	2917.12	2749.79		BANK OF HAWAII FINANCIAL DATA SERVICES CUSTOMER PAYROLL						

COMPANY NAME  
 HETTEL BROADCASTING-HUN.

NO. DEPT NO.  
 712 810

PERIOD ENDING  
 1/15/76

DATE  
 7/

EMPLOYEE NUMBER	EMPLOYEE NAME	RATE	HOURS		EARNINGS			FED. WT	F
			REGULAR	OVERTIME	REGULAR	O.T. & OTHER	TOTAL		
710305CV	SEGURITAN	4.0720	6800	1600	32834	6408	42242	7453	
810378L	LUCAS	455.00			45500		45500	8147	2
810860DN	KIMOTO	425.00			42500		42500	5954	2
810382AT	BRADY	4.4420	6300		39090		39090	3547	2
810885EK	WONG	9.3750	6300		82500		82500	14995	4
810886KA	LEO	4.4400	3800	1050	39072	6999	46071	6561	2
810388ST	TANABE	3.5000	8000	300	28000	4200	32200	4044	1
810395JK	MILLER	3.2300	6000	350	26000	1706	27706	3145	1
810900GS	CROYDON	3.0000	6300	1500	18900	6750	25650	3055	1

CURRENT	REGULAR HOURS	OVERTIME HOURS	REGULAR EARNINGS	OVERTIME & OTHER EARNINGS	GROSS EARNINGS	FEDERAL WITHHOLDING
REGULAR PRE PAY	575.00	53.00	3575.96	260.63	3834.59	569
NUMBER OF EMPLOYEES	ACTIVE	INACTIVE	YEAR TO DATE ADJUSTMENT NEW YEAR TO DATE TOTAL		47701.36	7110

# ROLL REGISTER

PENDING

DATE PREPARED

CHECKS DATED

PAGE NUMBER

7/15/76

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7/21/76

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EARNINGS			TAXES				TOTAL OTHER DEDUCTIONS	NET PAY	CHECK NUMBER	YEAR-TO-DATE			
LN	O.T. & OTHER	TOTAL	FED. W/T	F.I.C.A.	STATE W/T	S.D.I. & CITY W/T				GROSS EARNINGS	FEDERAL WITH. TAX	F.I.C.A.	STATE WITH. TAX
534	6408	42242	7453	2471	2583			29725508357	532994	9147430998	31964		
500		45500	8147	2662	2818			31873508358	612500	11143435834	38149		
500		42500	5954	2486	2160			31900508359	542212	7430831266	26683		
590		39090	3547	2237	1227			32029508360	543147	4883731068	16978		
500		62500	14995	4826	5023		12500	45155508361	1247500	20783867128	69782		
172	6999	45071	6561	2695	2401			34414508362	653041	9316637008	34330		
500	4200	32200	4044	1884	1465			24807508363	60375	72833532	2659		
500	1706	27706	3145	1621	1162			21778508364	530592	7193331057	25918		
500	6750	25650	3055	1501	1143			19951508365	47475	53452778	2028		
OTHER DEDUCTIONS		GROSS EARNINGS	FEDERAL WITHHOLDING TAX	F.I.C.A.	STATE WITHHOLDING TAX	S.D.I. & CITY WITHHOLDING TAX	TOTAL OTHER DEDUCTIONS	NET PAY					
0.63		3834.59	569.12	224.33	199.82		125.00	2716.32					
TOTAL		47701.36	7116.18	2706.69	2484.91			BANK OF HAWAII FINANCIAL DATA SERVICES CUSTOMER PAYROLL					

**ROLL REGISTER**

COMPANY NAME  
 HETTEL & DAVIDSON-PAV.

NO. DEPT. NO.  
 712 610

PERIOD ENDING  
 8/30/78

DATE  
 7/

EMPLOYEE NUMBER	EMPLOYEE NAME	RATE	HOURS		EARNINGS			FED. W/T	F
			REGULAR	OVERTIME	REGULAR	O.T. & OTHER	TOTAL		
81080001	SMITH PAI	1.3720	4.00	3.50	19.48	21.83	2172.9	20.90	1
810873L	LUCAS	455.00			45.00		455.00	61.47	1
81080002	KIMMEL	375.00			37.50		375.00	50.04	1
81080003	FRANK	1.3720	5.00		39.10		390.90	51.47	1
81080004	FRANK	3.3750	3.00		32.00		325.00	14.30	1
81080005	LEO	4.4400	5.00	2.50	39.07	16.93	560.70	82.51	1
81080006	TANASE	3.5000	3.00	8.00	23.75	42.00	281.75	32.59	1
81080007	MILLER	3.2500	5.00	34.50	23.00	16.19	454.19	64.50	1
81080008	CALYON	3.0000	3.00	4.50	15.00	20.25	218.25	22.90	1

<b>CURRENT</b>	<b>REGULAR HOURS</b>	<b>OVERTIME HOURS</b>	<b>REGULAR EARNINGS</b>	<b>OVERTIME &amp; OTHER EARNINGS</b>	<b>GROSS EARNINGS</b>	<b>FEDERAL WITHHOLDING</b>
<b>REGULAR PRE-PAY</b>	54.50	73.00	335.83	42.25	378.08	54.90
<b>NUMBER OF EMPLOYEES</b>	<b>ACTIVE</b>	<b>INACTIVE</b>	<b>YEAR TO DATE ADJUSTMENT NEW YEAR TO DATE TOTAL</b>		4385.77	654.70

# ROLL REGISTER

ENDING  
30/76

DATE PREPARED  
7/02/76

CHECKS DATED  
7/07/76

PAGE NUMBER  
15

EARNINGS		TAXES				TOTAL OTHER DEDUCTIONS	NET PAY	CHECK NUMBER	YEAR-TO-DATE			
O.T. & OTHER	TOTAL	FED. W/T	F.I.C.A.	STATE W/T	S.D.I. CITY W/T				GROSS EARNINGS	FEDERAL WITH. TAX	F.I.C.A.	STATE WITH. TAX
15	2185	21725	2696	1271	1113	710	15739	497210	490752	84011	28527	29381
00		45500	6147	2662	2818		31873	497211	567000	103287	32172	35331
00		37500	5104	2194	1823	25	28354	497212	499712	68354	28780	24523
00		29050	3547	2347	1227	1402	50326	497213	504057	45290	28781	15751
00		52500	14996	4324	5223	14250	43397	497214	1165000	19284	262302	64759
72	16893	56070	3261	2174	3120	784	40723	497215	606970	86605	34313	31929
75	4200	28175	3239	1644	1194		22094	497216	28175	3239	1648	1194
00	16517	45419	6450	2357	2357	118	33827	497217	503186	68789	29436	24756
00	2025	21325	2200	1277	635		17373	497218	21825	2290	1277	885
OTHER S		GROSS EARNINGS	FEDERAL WITHHOLDING TAX	F.I.C.A.	STATE WITHHOLDING TAX	S.D.I. & CITY WITHHOLDING TAX	TOTAL OTHER DEDUCTIONS	NET PAY				
25		5713.34	349.20	219.98	195.60		172.99	2640.21				
TOTAL		45305.11	6391.06	2462.56	2285.09		BANK OF HAWAII FINANCIAL DATA SERVICES CUSTOMER PAYROLL					

# Seigle Schiller Rolfs & Wood, Inc.

Advertising, Public Relations and Marketing Services, Financial Plaza of the Republic, Honolulu, Hawaii 96813

Jack M. Seigle  
President

November 3, 1977

Dear Jeff:

I think we have all information requested.

1. Enclosed with this letter you will find copies of all SSR&W invoices to FRIENDS OF CEC HEFTEL COMMITTEE.
2. Six payments totaling \$6,908.48 were made by this agency to Hawaii Production Center for work done on the primary and general campaigns. A listing of those net payments follows:

June payment	\$ 742.66
July payment	1,445.66
August payment	842.05
September payment	1,503.69
October payment	617.26
November payment	<u>1,757.16</u>
	\$6,908.48

3. According to our records, a total of \$73,000 was paid to Rowan, Decker, Sanders, and Bleich of San Francisco by the FRIENDS OF CEC HEFTEL COMMITTEE for television production work on the primary and general campaign.
4. Total net payments made by this agency to KGMB-TV during the primary and general elections were as follows:

EXHIBIT "H"

73010082307

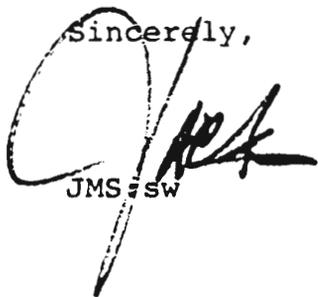
<u># Spots/Programs</u>	<u>Net Paid</u>
10	\$ 2,766.04
2	442.00
154	21,630.59
21	3,520.09
4	1,043.12
9	2,187.90
<u>137</u>	<u>26,973.95</u>
total 337	\$58,563.69

5. Total net payments made by this agency to KGMB Radio during the primary and general elections were as follows:

<u># Spots</u>	<u>Net Paid</u>
144	\$ 1,225.22
6	67.18
48	424.32
180	1,882.92
80	798.25
<u>6</u>	<u>63.65</u>
464	\$ 4,461.54

If you need additional information, just ask. All of this was extracted from the invoices enclosed with this letter.

Sincerely,



JMS:sw

Mr. Jeffrey N. Watanabe  
Kobayashi Koshiba and Watanabe  
745 Fort Street, Suite 814  
Honolulu, Hawaii 96813

cc: Congressman Cec Heftel  
J. Rolfs

79010781398

# Seigle Schiller Rolfs & Wood, Inc.

Advertising, Public Relations and Marketing Services. Financial Plaza of the Pacific, Honolulu, Hawaii 96813

**FRIENDS OF SEC HEFTEL COMMITTEE**  
**P. O. Box 581**  
**Honolulu, Hawaii 96809**

**Attention: Mr. Ed Wong**

**BILL NO. No 2744**  
**DATE December 31, 1976**  
**TERMS Net 10 Days**  
**CLIENT NO.**

**MEDIA:** \_\_\_\_\_

**PRODUCT/DIVISION** PRIMARY

**ORDER/ESTIMATE NO.** \_\_\_\_\_

DESCRIPTION		NET
<b>CREDIT BALANCE (Invoice #2681)</b>		<b>(14,418.59)</b>
<b><u>RADIO</u></b>		
K-108 - 717 - 66 spots - 9/1-10/1	611.52	
KISA - 687 - 95 spots - 9/1-10/1	449.28	
- 790 - 10 spots - 10/2	52.00	
KKUA - 675 - 110 spots - 9/1-10/1	1,511.12	
KQMQ - 684 - 56 spots - 9/1-10/1	314.50	
- 729 - 10 spots - 10/2	<u>56.16</u>	<b>2,994.58</b>
<b><u>NEWSPAPER</u></b>		
19058- Hawaii Times - 9/2,9/7,9/16,9/20, 9/22,9/28,9/30,10/1 - 8 units	1,630.72	
19070 - United Chinese Press - 9/6,9/15, 9/21,9/23,9/28,9/30,10/1 - 7 units	545.00	
19071 - Pacific Courier - 9/2,9/15,9/29	549.12	
19125 - Hawaii Record Bulletin - 9/13	343.20	
19152 - Pacific Journal - 9/25	176.80	
19191 - Honolulu Star-Bulletin & Advertiser 9/28-29, 9/30-10/1 - 2 units	3,235.94	
19203 - Honolulu Star-Bulletin & Advertiser 10/3 - Sunday	<u>646.46</u>	<b><u>7,128.24</u></b>
<b>Total Credit Balance</b>		<b>(4,295.77)</b>

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.

**FRIENDS OF CEC HEFFTEL COMMITTEE**

**BILL 2748**

**Page 2**

**DATE December 31, 1976**

**Attention: Mr. Ed Wong**

**TERMS Net 10 Days**

**CLIENT NO.**

**MEDIA:** \_\_\_\_\_

**PRODUCT/DIVISION GENERAL**

**ORDER/ESTIMATE NO.** \_\_\_\_\_

DESCRIPTION			NET
<b>NEWSPAPER (con't)</b>			
<b>Honolulu Star-Bulletin &amp; Advertiser</b>			
19354 - 1 Sunday - 10/24	1,389.90		
19354 - 1 unit - 11/3	763.78		
19376 - 1 unit - 10/26	1,413.34		
19377 - 1 unit - 10/27	890.76		
19379 - 1 unit - 10/28	1,413.34		
19396 - 1 unit - 10/31	1,282.15		
19399 - 1 unit - 10/29-30	890.76		
19432 - 1 unit - 11/1	<u>562.28</u>		<u>16,991.96</u>
<b>Balance due SSR&amp;W, Inc.</b>			<b>15,350.72</b>

5

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.

# Seigle Schiller Rolfs & Wood, Inc.

Advertising, Public Relations and Marketing Services. Financial Plaza of the Pacific, Honolulu, Hawaii 96813

**FRIENDS OF CEC HEFTEL COMMITTEE**

P. O. Box 581  
Honolulu, Hawaii 96809

Attention: Mr. Ed Wong

BILL NO. **No 2748**

DATE **December 31, 1976**

TERMS **Net 10 Days**

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION **GENERAL**

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION		NET
<b>CREDIT BALANCE (Invoice #2744)</b>		<b>(4,295.77)</b>
<b>RADIO</b>		
K-108 - 754 - 6 spots - 10/4-10/17	112.32	
- 755 - 8 spots - 10/4-10/17	55.99	
- 815 - 28 spots - 10/18-11/1	287.04	
- 832 - 11 spots - 11/2	91.52	
KISA - 763 - 88 spots - 10/4-11/1	411.84	
- 820 - 16 spots - 10/25-11/1	74.88	
- 835 - 10 spots - 11/2	52.00	
KOMQ - 760 - 54 spots - 10/4-11/1	303.26	
- 823 - 10 spots - 11/2	56.16	
XUMU - 756 - 26 spots - 10/4-10/17	388.96	
- 811 - 42 spots - 10/18-11/1	644.80	
- 834 - 11 spots - 11/2	<u>175.76</u>	<b>2,654.53</b>
<b>NEWSPAPER</b>		
19299 - Hawaii Times - 10/19,20,21,26,27, 28,29,11/1 - 8 times	1,630.72	
19300 - New China Daily - 10/18,20,22,26, 28,29,11/1 - 7 times	600.60	
19301 - United Chinese Press - 10/19,21,22, 25,27,29,11/1 - 7 times	546.00	
19302 - Pacific Courier - 10/19,20/26	356.08	
19303 - Pacific Journal - 10/25	176.80	
<b>HONOLULU STAR-BULLETIN &amp; ADVERTISER</b>		
19332 - 1 unit - 10/18	2,108.13	
19333 - 1 unit - 10/21-22	1,413.34	
19343 - 1 unit - 10/21-22	653.22	
19353 - 1 unit - 10/25	890.76	

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.

# Seigle Schiller Rolfs & Wood, Inc.

Advertising, Public Relations and Marketing Services. Financial Plaza of the Pacific, Honolulu, Hawaii 96813

BILL NO. **No 2679**

**FRIENDS OF CEC HEFTEL COMMITTEE**  
**P.O. Box 581**  
**Honolulu, Hawaii 96809**

DATE **November 30, 1976**

Attention: **Mr. Ed Wong**

TERMS **Net 10 Days**

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION **PRIMARY**

ORDER/ESTIMATE NO. \_\_\_\_\_

2001003240

DESCRIPTION						NET
<b>Credit Balance</b>						<b>(154,333.98)</b>
<b><u>RADIO</u></b>						
K-108	720	11 spots	10/2	91.52		
KCCN	688	72 spots	9/1 - 10/1	477.36		
	748	5 spots	10/2	25.48		
KGU	672	98 spots	9/1 - 10/1	1035.32		
	721	11 spots	10/2	171.37		
KGMB	671	144 spots	9/1 - 10/1	1441.44		
	722	6 spots	10/2	79.04		
KHVV	681	56 spots	9/1 - 10/1	1030.64		
KHSS	682	66 spots	9/1 - 10/1	463.32		
	723	6 spots	10/2	37.44		
KKUA	728	10 spots	10/2	132.08		
KOHO	686	98 spots	9/1 - 10/1	524.16		
	733	11 spots	10/2	68.64		
KPOI	683	66 spots	9/1 - 10/1	463.32		
	724	10 spots	10/2	62.40		
KUMU	677	77 spots	9/1 - 10/1	1114.88		
	727	10 spots	10/2	124.80		
KZOO	689	36 spots	9/1 - 10/1	208.00		
	731	10 spots	10/2	67.60		
<b><u>TELEVISION</u></b>						
KGMB	4722	132 spots	8/20 - 10/1	16971.76		
	4725	8 spots	8/16 - 8/19	2496.00		
	4726	5 spots	8/29 - 9/26	1300.00		
	4730	1 spot	8/16	312.00		
	4736	2 spots	9/15	520.00		
						<b>7,618.81</b>

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.

**FRIENDS OF CEC HEPTKL COMMITTEE**

BILL **2679**

Page 2

DATE

Attention: Mr. Ed Wong

TERMS

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_ ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
<b>TELEVISION (CONTINUED)</b>			
KGMB	4740	9 spots 9/17 - 10/1	3839.68
	4741	12 spots 9/17 - 9/30	301.60
	4742	9 spots 9/9 - 9/30	4680.00
	4758	9 spots 9/10 - 9/12	2574.00
	4764	1 spot 9/18	520.00
	4765	2 spots 10/3	395.20
	4776	2 spots 9/28 - 10/1	1040.00
	4777	4 spots 10/3	1040.00
KHON	4723	33 spots 9/4 - 10/1	5502.64
	4735	19 spots 8/25 - 9/29	3059.68
	4760	8 spots 9/10 - 10/1	1820.00
	4763	8 spots 9/19 - 10/1	1711.84
KIKU	4746	56 spots 9/1 - 10/1	2620.80
KITV	4727	32 spots 8/20 - 10/1	7292.48
	4751	12 spots 9/8 - 10/1	1316.64
			<b>59,314.32</b>
<b>NEWSPAPER</b>			
	19067	Hawaii Hochi 9/1,9,14,21,23,27,29 10/1 8 units	1630.72
	19069	New China Daily Press 9/8,13,20,22,27 9/29, 10/1 7 units	600.60
<b>Credit Total</b>			<b>( 85,169.53)</b>

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.

# Seigle Schiller Rolfs & Wood, Inc.

Advertising, Public Relations and Marketing Services. Financial Plaza of the Pacific, Honolulu, Hawaii 96813

BILL NO. **No 2681**

**FRIENDS OF CEC HEFTEL COMMITTEE**  
**P.O. Box 581**  
**Honolulu, Hawaii 96809**

DATE **November 30, 1976**

TERMS **Net 10 Days**

Attention: Mr. Ed Wong

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION **GENERAL**

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION						NET
<b>CREDIT BALANCE (Invoice #2679)</b>						<b>(85,169.53)</b>
<b>RADIO</b>						
<b>KCCN</b>	<b>753</b>	<b>20 spots</b>	<b>10/4 - 10/17</b>	<b>132.60</b>		
	<b>814</b>	<b>44 spots</b>	<b>10/18 - 11/1</b>	<b>333.84</b>		
	<b>824</b>	<b>10 spots</b>	<b>11/2</b>	<b>43.58</b>		
<b>KGU</b>	<b>750</b>	<b>20 spots</b>	<b>10/4 - 10/17</b>	<b>213.20</b>		
	<b>751</b>	<b>10 spots</b>	<b>10/4 - 10/17</b>	<b>84.24</b>		
	<b>808</b>	<b>63 spots</b>	<b>10/18 - 11/1</b>	<b>765.96</b>		
	<b>833</b>	<b>10 spots</b>	<b>11/2</b>	<b>74.10</b>		
<b>KGMB</b>	<b>749<sup>45</sup></b>	<b>24 spots</b>	<b>10/4 - 10/17</b>	<b>499.20</b>		
	<b>818</b>	<b>180 spots</b>	<b>10/4 - 10/17</b>	<b>2215.20</b>		
	<b>805</b>	<b>80 spots</b>	<b>10/18 - 11/1</b>	<b>939.12</b>		
	<b>828</b>	<b>6 spots</b>	<b>11/2</b>	<b>74.88</b>		
<b>KHSS</b>	<b>758</b>	<b>24 spots</b>	<b>10/4 - 10/17</b>	<b>168.48</b>		
	<b>812</b>	<b>34 spots</b>	<b>10/18 - 11/1</b>	<b>262.08</b>		
	<b>825</b>	<b>6 spots</b>	<b>11/2</b>	<b>37.44</b>		
<b>KHVB</b>	<b>757</b>	<b>20 spots</b>	<b>10/4 - 10/17</b>	<b>384.80</b>		
	<b>809</b>	<b>34 spots</b>	<b>10/18 - 11/1</b>	<b>638.56</b>		
<b>KKUA</b>	<b>752</b>	<b>14 spots</b>	<b>10/4 - 10/17</b>	<b>434.72</b>		
	<b>816</b>	<b>72 spots</b>	<b>10/18 - 11/1</b>	<b>1208.48</b>		
	<b>830</b>	<b>10 spots</b>	<b>11/2</b>	<b>149.76</b>		
<b>KOHO</b>	<b>764</b>	<b>88 spots</b>	<b>10/4 - 11/1</b>	<b>480.48</b>		
<b>KPOI</b>	<b>759</b>	<b>48 spots</b>	<b>10/4 - 10/17</b>	<b>168.48</b>		
	<b>813</b>	<b>68 spots</b>	<b>10/18 - 11/1</b>	<b>262.08</b>		
	<b>827</b>	<b>10 spots</b>	<b>11/2</b>	<b>62.40</b>		
<b>KOHO</b>	<b>836</b>	<b>11 spots</b>	<b>11/2</b>	<b>68.64</b>		
<b>KZOO</b>	<b>761</b>	<b>32 spots</b>	<b>10/4 - 11/1</b>	<b>185.12</b>		
	<b>837</b>	<b>10 spots</b>	<b>11/2</b>	<b>67.60</b>		
						<b>9,955.14</b>

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.

**FRIENDS OF CEC HEFTEL COMMITTEE**

**BILL 2681**

Page 2

DATE

Attention: Mr. Ed Wong

TERMS

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

204078240

DESCRIPTION					NET
<b>TELEVISION</b>					
<b>KGMB</b>	4769	5 spots	10/31 - 11/1	633.36	
	4784	16 spots	10/3 - 10/9	3493.36	
	4787	7 spots	10/10 - 10/31	2288.00	
	4889	19 spots	10/17 - 10/23	4012.32	
	4790		10/10 - 10/16	4154.80	
	4825	2 spots	10/10	676.00	
	4826	1 spot	10/10	126.88	
	4827	2 spots	10/15	416.00	
	4829	20 spots	10/15 - 10/24	4487.60	
	4834	14 spots	10/25 - 10/31	3987.36	
	4838	3 spots	11/1	736.32	
	4841	2 spots	10/23 - 10/30	55.12	
	4849	1 spot	10/20	488.80	
	4850	17 spots	10/24 - 10/30	2933.84	
	4883	2 spots	11/1	332.28	
	4884	1 spot	10/30	832.00	
<b>KHON</b>	4792	33 spots	10/4 - 11/1	6587.36	
	4801	4 spots	10/10 - 10/31	262.08	
	4802	5 spots	10/3 - 10/31	2303.60	
	4803	2 spots	10/16 - 10/23	759.20	
	4815	4 spots	10/16 - 10/31	436.80	
	4842	17 spots	10/16 - 10/31	5553.60	
	4864	8 spots	10/26 - 10/31	765.44	
<b>KIKU</b>	4793		10/4 - 11/1	1632.80	
	4818		10/12 - 11/1	468.00	
<b>KITV</b>	4785	25 spots	10/4 - 10/31	7167.68	
	4822	2 spots	10/12 - 11/1	468.00	
	4840	2 spots	10/16 - 10/17	416.00	
	4846	13 spots	10/18 - 11/1	1746.16	
	4851	18 spots	10/25 - 11/1	944.32	
				<u>633.36</u>	<b>59,165.08</b>

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**FRIENDS OF CEC HEFTEL COMMITTEE**

BILL **2681**

Page 3

DATE

Attention: Mr. Ed Wong

TERMS

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

1000033405

DESCRIPTION			NET
<b><u>NEWSPAPER</u></b>			
19296 Hawaii Hochi 10/18,20,22,26,27,28, 10/29, 11/1 8 units			<u>1,630.72</u>
Total Credit Balance			(14,418.59)

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**FRIENDS OF CEC HEFTEL**

**BILL No 2497**

**Attention: Mr. Eddie Wong**

**DATE Oct. 31, 1976**

**TERMS Net 10 Days**

**CLIENT NO.**

**MEDIA:** \_\_\_\_\_

**PRODUCT/DIVISION** \_\_\_\_\_

**ORDER/ESTIMATE NO.** \_\_\_\_\_

DESCRIPTION			NET
<b>PRODUCTION</b>			
<u>Seven :60 English Language Radio Spots (5817)</u>			
Talent	572.56		
Audio Tape Production & Dubbing	175.57		
Production Supervision	<u>187.20</u>	935.33	
<u>Japanese &amp; Filipino Radio Spots (5819)</u>			
Translating & Announcer Fees	1,090.23		
Audio Tape Production & Dubbing	376.84		
Production Supervision	<u>270.40</u>	1,737.47	
<u>:60 Radio "Shipping Strike" Spot (5823)</u>			
Talent	79.90		
Audio Production & Dubbing	68.51		
Production Supervision	<u>41.60</u>	190.01	
<u>:60 Radio "Rohlfing Abolish Civil Service" Spot (5324)</u>			
Talent	79.90		
Audio Production & Dubbing	72.80		
Production Supervision	<u>20.80</u>	173.50	
<u>"Heftel Brochure #2" (1010)</u>			
Copy for "A Most Unusual Man"			41.60
<u>Foreign Language Ad Reprints (1016)</u>			
Art & Assembly			343.20
<u>Full Page Newspaper "Proof Positive" Ad (1023)</u>			
Type	140.11		
Negatives & Veloxes	75.38		
Art & Assembly	<u>135.20</u>	350.69	

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations, Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**FRIENDS OF CEC HEFTEL**

Attention: Mr. Eddie Wong

Page - 2 -

BILL 2497

DATE Oct. 31, 1976

TERMS Net 10 Days

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
<u>"Rohlfing's Plan for Hawaii" Newspaper Ad (1024)</u>			
Type	121.06		
Negatives & Veloxes	51.88		
Art & Assembly	<u>135.20</u>	308.14	
<u>"Toward A New Beginning" Newspaper Ad (1026)</u>			
Negatives & Veloxes	103.33		
Art & Assembly	<u>72.80</u>	176.13	
<u>Newspaper Ad "Democrat or Republican" (1027)</u>			
Type	127.86		
Negatives & Veloxes	44.17		
Art & Assembly	<u>135.20</u>	307.23	
<u>"Political Bossism" Newspaper Ad (1028)</u>			
Type	122.97		
Art & Assembly	<u>104.02</u>	226.97	
(JobCancelled / Never Ran)			
<u>Revise of Mahalo Ad (1029)</u>			
Negatives & Veloxes	70.95		
Art & Assembly	<u>41.60</u>	112.55	
<u>7"X17" "If You Have Any Doubts" Newspaper Ad (1031)</u>			
Type	76.47		
Negatives & Veloxes	69.51		
Art & Assembly	<u>156.00</u>	301.98	
<u>Miscellaneous Broadcast Docket (B-77)</u>			
Tapes	23.85		
Production Expenses	19.00		
Sound Transfer	<u>29.59</u>	72.44	
	Net		

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel Committee**

**Attention: Mr. Eddie Wong**

**BILL NO 2486**

**DATE 10/25/76**

**TERMS**

**CLIENT NO.**

**MEDIA:** \_\_\_\_\_

**PRODUCT/DIVISION** \_\_\_\_\_

**ORDER/ESTIMATE NO.** \_\_\_\_\_

01 FEB 3 1977

DESCRIPTION			NET
<p><b>Eli Bleich Expenses, filming Inouye Endorsement Spots</b></p> <p style="text-align: right;"><b>Net</b></p>			<p style="text-align: right;"><b>525.37</b></p> <p style="text-align: center; font-size: 2em;">✓</p>

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**SLIGLE SCHILLER ROLFS & WOOD, INC.**

Bozelle Jacobs Pacific, Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel Committee**  
851 Cooke Street  
Honolulu, Hawaii

**Attention: Mr. Eddie Wong**

**BILL No 2482**

**DATE 10/21/76**

**TERMS Net 10 Days**

**CLIENT NO.**

**MEDIA** \_\_\_\_\_

**PRODUCT/DIVISION** \_\_\_\_\_

**ORDER/ESTIMATE NO.** \_\_\_\_\_

DESCRIPTION			NET
<b>PRODUCTION</b>			
<u>Miscellaneous Broadcast Docket (B77)</u>			
Slides of revised disclaimer	55.06		
Type for TV card	15.29		
Velox for card	12.85		
Dubs for 4 TV stations	283.87		
Adding pictures to 2 existing spots	<u>195.77</u>	562.84	
<u>Senator Inouye Endorsement TV Spots (5798)</u>			
TV Production time & dubs	793.78		
Production Supervision	<u>145.60</u>	939.38	
<u>30 Second "Right to Vote" Radio Spot (5802)</u>			
Talent	183.46		
Audio Production	130.60		
Filipino Translation	36.10		
Copywriting	5.20		
Production Supervision	<u>124.80</u>	480.16	
<u>Japanese &amp; Ilocano TV Spots (5806)</u>			
Talent	86.56		
Translations	36.10		
Dubs	42.83		
Audio Production	288.75		
Production Supervision	<u>83.20</u>	537.44	
<u>Inouye Radio Spots (5807)</u>			
Talent	53.26		
Audio Production	152.33		
Production Supervision	<u>83.20</u>	288.79	

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**BEIGLE SCHILLER ROLPS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel Committee**

**BILL 2482**

**Attention: Mr. Eddie Wong**

**DATE 10/21/76**

**Page - 2 -**

**TERMS Net 10 Days**

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
<u>Filipino Endorsement TV Spots (5811)</u>			
TV Production	189.65		
Production Supervision	<u>145.60</u>	335.25	
<u>Newspaper Print Campaign (1014)</u>			
Type	78.91		
Negatives & Veloxes	64.26		
Art & Assembly	<u>93.60</u>	236.77	
<u>60" Newspaper "Mahalo" Ad (1018)</u>			
Type	9.78		
Negatives & Veloxes	36.46		
Art & Assembly	<u>218.40</u>	264.64	
<u>Mailing to Newly Registered Voters (1020)</u>			
Negatives & Veloxes	17.38		
Art & Assembly	<u>52.00</u>	69.38	
<u>Vote Flyer (1021)</u>			
Type	36.10		
Art & Assembly	124.80		
Copywriting (Job Cancelled)	<u>5.20</u>	166.10	
<u>"Toward a New Beginning" Brochure (1022)</u>			
One Print	23.25		
Type	48.33		
Negatives & Veloxes	23.49		
Art & Assembly	<u>145.60</u>	240.67	

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**DESLIGLE SCHILLER ROLPS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel Committee**

**Attention: Mr. Eddie Wong**

**Page - 3 -**

**BILL 2482**

**DATE 10/21/76**

**TERMS Net 10 Days**

**CLIENT NO.**

**MEDIA:** \_\_\_\_\_

**PRODUCT/DIVISION** \_\_\_\_\_ **ORDER/ESTIMATE NO.** \_\_\_\_\_

DESCRIPTION			NET
<u>Miscellaneous Pocket (1000)</u>			
Type for Disclaimer Brochure	10.40		
Messenger Service-Sept. <span style="float: right;">Net</span>	36.80		
Telephone-Sept. -San Francisco, Edgartown, Springfield <span style="float: right;">Net</span>	37.27		
Postage - Sept. <span style="float: right;">Net</span>	<u>21.27</u>	<u>105.74</u>	<u>4,227.16</u>
Less Credit for Pre-Billing of MaHalo Ad Production on Invoice #2389 dated 9/24/76			<u>(185.00)</u>
			4,042.16

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**SEIGLE SCHILLER ROLFS & WOOD, INC**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel Committee**

BILL No 2478

Attention: Mr. Eddie Wong

DATE 10/15/76

TERMS

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION		NET
<b><u>RADIO</u></b>		
Oct. 2nd - Radio Buy 12 Stations	986.73	
General Election Radio Buy 13 Stations	<u>8,604.90</u>	9,591.63
<b><u>TELEVISION</u></b>		
KQMB - Islander Baseball 6, 30-second spots	1,716.00	
- NFL Football Buy 10/3 (4:30)	1,040.00	
- 30's & 60's 10/3-10/9	3,493.36	
- Football Buy 10/10-10/31	2,288.00	
- American Baseball League Playoff 10/10	676.00	
- 2 minute - Adjacent to Baseball League Playoff - 10/10	126.88	
- 30's & 60's 10/10-10/16	4,154.80	
- :30 Satellite Coverages of Double Header - 2 Flights - 10/15	416.00	
- 5 minute & 2 minute Buy 10/15-10/24	4,487.60	
KHON - :30 & :60 NFL Football 10/3-10/31	2,303.60	
- :30 World Series Buy 10/15-10/23	1,518.40	

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cac Heftel Committee**BILL **2478**Attention: **Mr. Eddie Wong**DATE **10/15/76**

Page 2

TERMS

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION		NET
<b><u>TELEVISION (con't)</u></b>		
KHON - Filipino Fiesta Buy 10/10-10/31	262.08	
- :30's & :60's 10/4-11/1	6,587.36	
- Filipino Fiesta 3:60's - 10/16-10/31	655.20	
KIKU - 30's & 60's 10/4-11/1	1,452.88	
- Filipino Buy 2 & 5 minute - 10/9-11/1	1,632.80	
KITV - :30 & :60 10/4-10/31	7,167.68	
- :30 Buy 10/12-11/1	468.00	
KGMB - 30's & 60's 10/17-10/23	<u>4,158.96</u>	44,605.60
<b><u>NEWSPAPER</u></b>		
Ethnic Print Ads	4,950.92	
Honolulu Star-Bulletin & Advertiser Full page, 9 col. x 21 1/2" - 10/18 Unit	<u>2,185.66</u>	7,136.58
<b><u>PRODUCTION</u></b>		
Shooting of Slides for Revised Disclather		<u>55.06</u>
		61,388.87

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**SETELE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel Committee**

**Attention: Mr. Eddie Wong**

**BILL No 2454**

**DATE October 21, 1976**

**TERMS**

**CLIENT NO.**

**MEDIA:** \_\_\_\_\_

**PRODUCT/DIVISION** \_\_\_\_\_

**ORDER/ESTIMATE NO.** \_\_\_\_\_

DESCRIPTION			NET
<b><u>TELEVISION</u></b>			
10 Station Revised Buy, 10/20-11/1	760.76		
KGIB - 4841 - :30 Saturday Fights 10/23 & 10/30	60.32		
KHON - 4842 - 2 & 5 minute Buy 10/15-11/1	5,553.60		
KITV - 4840 - :60 Aloha Week Parade 10/16 & 10/17	<u>416.00</u>		6,790.68
<b><u>NEWSPAPER</u></b>			
Honolulu Star-Bulletin & Advertiser			
19332 - 1 unit - Oct. 18 SB/ADV	2,128.44		
19333 - 2 units - 10/21-22, 10/28-29	2,744.14		
19343 - 1 unit - 10/21-22	659.52		
19353 - 1 unit - 10/25-26	899.34		
19354 - 2 units - 10/24, 10/28-29	2,955.54		
19364 - 1 unit - 11/3 SB/ADV	<u>719.47</u>		<u>10,106.45</u>
			16,897.13

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**SEIGLE SCHILLER ROLFS & WOOD & INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808)531-6211

**Friends of Cec Heftel**

**BILL No 2391**

**Attention: Eddie Wong**

**DATE 9/28/76**

**TERMS**

**CLIENT NO.**

**MEDIA** \_\_\_\_\_

**PRODUCT/DIVISION** \_\_\_\_\_

**ORDER/ESTIMATE NO.** \_\_\_\_\_

239103417

DESCRIPTION			NET
HNA Print Campaign, insertions 9/28 & 9/29 and 9/30 & 10/1, 6 column x 21 1/2"			3,235.94
KGB-TV 5-minute buy, 9/28 to 10/1			<u>1,040.00</u>
			5,315.94

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.



**SEIGLE SCHILLER RULFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel Committee  
851 Cooke Street  
Honolulu, Hawaii**

**Attention: Mr. Eddie Wong**

**BILL No 2389**

**DATE 9/24/76**

**TERMS Net 10 Days**

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

237103413

DESCRIPTION			NET
Advance Billing for Post-Primary Mahalo Ad:			
Space			738.82
Production			<u>185.00</u>
			923.82

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific. Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel  
851 Cooke Street**

**Attention: Eddie Wong**

**BILL No 2386**

**DATE 9/20/76**

**TERMS**

**CLIENT NO.**

**MEDIA:** \_\_\_\_\_

**PRODUCT/DIVISION** \_\_\_\_\_

**ORDER/ESTIMATE NO.** \_\_\_\_\_

DESCRIPTION			NET
Additional 5-minute buy on KGMB-TV to air 9/18/76			520.00
Additional 5-minute and 2-minute buy on KGMB-TV to air 10/3			395.20
9/25 Insertion in the Pacific Journal (Filipino language newspaper)			<u>176.80</u>
			1,092.00

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftal  
851 Cooke Street**

**Attention: Eddie Wong**

**BILL No 2378**

**DATE 9/13/76**

**TERMS Net 10 Days**

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

0011081420

DESCRIPTION			NET
For: 1/2 page Ad in the Mormon Church Hawaii Record Bulletin			343.20

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel Committee**  
**851 Cooke Street**  
**Attention: Eddie Wong**

**BILL No 2342**  
**DATE 9/9/76**  
**TERMS Net 10 Days**  
**CLIENT NO.**

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
<p><b>For Channel 9 Buy, Islanders Baseball</b>  <b>3 30-second spots</b></p>			<p><b>858.00</b></p>

P R E S E N T A T I O N

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**



Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808)531-6211

**FRIENDS OF CEC HEFTEL**

**BILL No 2387**

**DATE August 31, 1976**

**TERMS Net 10 Days**

**CLIENT NO.**

**MEDIA:** \_\_\_\_\_

**PRODUCT/DIVISION** \_\_\_\_\_

**ORDER/ESTIMATE NO.** \_\_\_\_\_

DESCRIPTION			NET
<b><u>PRODUCTION</u></b>			
Hawaii 1st Wave TV - 8 spots - 4:30's, 3:60's, 1:5 minute (5777)			
Negatives & Veloxes for Disclaimer Cards	86.63		
Production time & dubbing	2,039.74		
Air freight	10.44		
Production supervision	270.40		
Art & assembly	41.60		
			<b>2,448.81</b>
Series of Radio Spots - 16 English, 9 Japanese, 9 Filipino (5779)			
Talent	1,662.05		
Audio recording for 34 spots	795.32		
Japanese & Filipino translation	363.07		
Production supervision	956.80		
Copywriting	124.80		
			<b>3,902.04</b>
Mailing to Frist Congressional District (1011)			
Type	39.54		
Copywriting	41.60		
			<b>80.14</b>
Tabloid Revision (1013)			
Type	41.60		
Negatives & Veloxes	9.30		
Art & Assembly	93.60		
			<b>144.50</b>

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# SEIGLE SCHILLER ROLFS & WOOD, INC.

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**FRIENDS OF CEC HEFTEL**

**BILL 2387**  
**DATE August 31, 1976**  
**TERMS Net 10 Days**  
**CLIENT NO.**

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

1028242

DESCRIPTION			NET
<u>Foreign Language Print Campaign - 2 Ads In Japanese, Chinese, Filipino (1015)</u>			
Type	146.84		
Negatives & veloxes	278.12		
Translation & typesetting in Chinese, Japanese and Filipino	138.71		
2 Mounted Zinc Cuts of Heftel ad in Chinese	109.41		
3 Foreign Language ads, 5,000 Japanese, 5,000 Chinese, 2,500 Filipino	397.04		
Art & assembly	<u>291.20</u>	1,361.32	
<u>Brochure (1017)</u>			
Type	164.41		
Negatives & veloxes	16.15		
Art & assembly	520.00		
Copywriting	<u>10.40</u>	710.96	
<u>Mormon Church Hawaii Record Bulletin Ad (1019)</u>			
Type	65.46		
Negatives & veloxes	39.27		
Art & Assembly	<u>124.80</u>	229.53	
<u>Still Photography (1000)</u>			
Transfer, stock & still photos	225.51		
One 11x14 print	<u>12.85</u>	238.36	
<u>Miscellaneous Docket (1000)</u>			
Air freight	Net 52.20		
July telephone - California	Net 38.37		
Messenger - July	Net 25.43		
August postage	<u>Net 6.50</u>	122.50	

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

XXXXXXXXXXXX Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**FRIENDS OF CEC HEFTEL**

**BILL 2387**  
**DATE August 31, 1976**  
**TERMS Net 10 Days**  
**CLIENT NO.**

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

7 2 0 1 0 0 8 2 4 1 1

DESCRIPTION			NET
Credit for Usage Fee Billed July Less Advance Payment for Radio Production		<u>(150.00)</u>	9,688.16 <u>(2,000.00)</u> 7,688.16

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**Friends of Cec Heftel Committee**  
**851 Cooke Street**

**Attention: Eddie Wong**

**BILL No 2299**

**DATE 8/27/76**

**TERMS Net 10 Days**

**CLIENT NO.**

**MEDIA:** \_\_\_\_\_

**PRODUCT/DIVISION** \_\_\_\_\_

**ORDER/ESTIMATE NO.** \_\_\_\_\_

DESCRIPTION			NET
<p><b>KIHO-TV, Channel 13 television buy</b>  <b>9/1-10/1</b>  <b>(includes 30-seconds, 60-second,</b>  <b>5-minute, 2-minute and Suma Tournament)</b></p>			<p><b>2,620.80</b></p>

**PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.**

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**SEIGLE SEHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel Committee**  
**851 Cooke Street**

**Attn: Eddie Wong**

**BILL No 2298**

**DATE 8/27/76**

**TERMS Net 10 Days**

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
5-minute program buy, 3 stations, 9/8-10/1			7,173.92
2-minute program buy, 3 stations, 9/17-10/1			<u>6,495.84</u>
			13,669.76

20010824

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

~~XXXXXXXXXXXX~~ Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel Committee  
851 Cooke Street**

**Attention: Eddie Wong**

**BILL No 2295**

**DATE August 26, 1976**

**TERMS Net 10 Days**

**CLIENT NO.**

**MEDIA:** \_\_\_\_\_

**PRODUCT/DIVISION** \_\_\_\_\_

**ORDER/ESTIMATE NO.** \_\_\_\_\_

8 2 P 1 3 0 1 1 6 2

DESCRIPTION			NET
<b>For Spot Radio Buy, 9/1-10/1 12 stations (including Japanese and Filipino)</b>			<b>9,041.76</b>

**PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.**

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cse Heftel Committee**

**BILL N<sup>o</sup> 2292**

**Attention: Mr. Eddie Wong  
c/o Committee HQ  
851 Cooke St.**

**DATE August 25, 1976**

**TERMS Net 10 Days**

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
<b>For Additional Spot Buy, KHON 8/25-9/29</b>			<b>3,079.44</b>

1977003420

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**Friends of Cec Heftel Committee**

**Attention P Mr. Eddie Wong**

**BILL No 2290**

**DATE August 23, 1976**

**TERMS Net 10 Days**

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
<p>For Ethnic Newspaper Buy</p>			<p>4,957.16</p>

7971134

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel Committee**

**Attention: Mr. Eddie Wong**

**BILL No 2277**

**DATE 8/18/76**

**TERMS Net 10 Days**

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
KGB Satellite Kive Golf and Tennis buy - 9/5 and 9/12 (Including 4% State Tax)			520.00

20710791461

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific. Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel Committee**  
**Attention: Mr. Eddie Wong**

**BILL No 2281**  
**DATE 8/18/76**  
**TERMS Net 10 Days**  
**CLIENT NO.**

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
For KGMB-TV Buy - 8/20-10/1 Bill # 2276 - 4% State Tax Net			671.64

7201013243

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

~~XXXXXXXXXX~~ Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friendsof Cec Heftel**  
**Attention: Mr. Eddie Wong**

**BILL No 2276**  
**DATE 8/18/76**  
**TERMS Net 10 Days**  
**CLIENT NO.**

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
For KGB-TV buy - 8/20-10/1			16,791.00

78010034

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLE S HILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftel Committee**

**Attention: Eddie Wong**

**BILL No 2274**

**DATE 8/13/76**

**TERMS Net 10 Days**

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
For KITV Buy - 8/20-10/1			7,464.00

808 531 6211

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLESCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations, Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftal Committee**

**Attention: Mr. Eddie Wong**

**BILL No 2590**

**DATE October 31, 1976**

**TERMS**

**CLIENT NO.**

**MEDIA:** \_\_\_\_\_

**PRODUCT/DIVISION** \_\_\_\_\_

**ORDER/ESTIMATE NO.** \_\_\_\_\_

DESCRIPTION			NET
Addition Error on Invoice #2391			(1,040.00)  ✓

1068343

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808)531-6211

**Friends of Cec Heftel  
c/o Mr. Don Horio  
1687 Laukahi Street  
Honolulu, Hawaii 96821**

**BILL No 2272  
DATE 8/10/76  
TERMS Net 10 Days  
CLIENT NO.**

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
Amount due for Radio Production			2,000.00

3 9 7 1 0 8 2 4 5

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGIE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**FRIENDS OF CEC REFTEL COMMITTEE**  
851 Cooke Street  
Honolulu, Hawaii

**BILL No 2247**

**DATE 8/5/76**

**TERMS Net 10 Days**

**CLIENT NO.**

**MEDIA:** \_\_\_\_\_

**PRODUCT/DIVISION** \_\_\_\_\_

**ORDER/ESTIMATE NO.** \_\_\_\_\_

2247 808 531 6211

DESCRIPTION			NET
RGIB-TV Buy for Republican Convention			2,400.00

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Public Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808)531-6211

**Friends of Cec Heftel  
c/o Mr. Don Horio  
1687 Laukahi Street  
Honolulu, Hawaii 96822**

**BILL No 2232  
DATE JULY 31, 1976  
TERMS NET 10 DAYS**

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
<b><u>PRODUCTION</u></b>			
<b><u>Miscellaneous Broadcast Docket (B-77)</u></b>			
Filming & Processing	15.90		
Film Production of Flag Pole dedication	374.64		
Pre & Post Production of Announcement Speech	2,818.83		
Type	<u>28.14</u>	3,210.51	
<b><u>Letterhead &amp; Envelopes (1003)</u></b>			
Type	61.79		
Art & Assembly	260.00	321.79	
<b><u>Press Release Forms (1004)</u></b>			
Negatives & Veloxes	57.33		
Art & Assembly	<u>145.60</u>	202.93	
<b><u>Direct Mailing to 1st C.D. (1009)</u></b>			
Type	127.87		
Negatives & Veloxes	7.83		
Art & Assembly (letter, return ep, small brochure)	468.80	624.50	
<b><u>Tabloid (1012)</u></b>			
Type	200.09		
Negatives & Veloxes	9.30		
Art & Assembly	<u>364.00</u>	573.39	

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**SEIGLE SCHILLER ROLFS & WOOD, INC.**

Advertising and Public Relations. Financial Plaza of the Pacific, Honolulu, Hawaii 96813 Phone (808) 531-6211

**Friends of Cec Heftal**  
**Attention: Mr. Don Horio**

**BILL NO. 2232 Page 2**  
**DATE JULY 31, 1986**  
**TERMS NET 10 DAYS**  
**CLIENT NO.**

**MEDIA:** \_\_\_\_\_

**PRODUCT/DIVISION** \_\_\_\_\_

**ORDER/ESTIMATE NO.** \_\_\_\_\_

DESCRIPTION			NET
<b><u>PRODUCTION (CONTINUED)</u></b>			
<b>Miscellaneous Docket (1000)</b>			
Usage Fee at \$50 per picture for three pictures in first run of campaign tabloid	Net	150.00	
Research Books	Net	7.75	
Production Expenses	Net	14.97	
Messenger Service - June	Net	11.03	
Telephone through June 30-- Washington, New York, California, Springfield	Net	61.90	245.65
Credit for advance payment			<b><u>(1,069.33)</u></b>
			<b>4,109.44</b>

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**Friends of Cec Heftel**  
**c/o Mr. Don Horio**  
**1687 Laukahi Street**  
**Honolulu, Hawaii 96821**

**BILL No 2069**  
**DATE 6/29/76**  
**TERMS**  
**CLIENT NO.**

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
<b><u>PRODUCTION</u></b>			
<b><u>One Half of Poll Costs (1002)</u></b>			
<b>1/2 of Research Cost</b>		6,607.22	
<b>Xeroxing 2,909 Pages</b>	<b>Net</b>	<u>145.45</u>	6,752.67
<b><u>TV Pre-Announcement Spot (5693)</u></b>			
<b>Print</b>		98.49	
<b>Planning, Taping &amp; Dubbing</b>		1,027.93	
<b>Type</b>		42.83	
<b>Negatives &amp; Veloxes</b>		49.68	
<b>Art &amp; Assembly</b>		83.20	
<b>Production Supervision</b>		124.80	
<b>Copywriting</b>		<u>20.80</u>	1,447.73
<b><u>Two Pre-Announcement Radio Spots (5694)</u></b>			
<b>Audio Production</b>		115.62	
<b>Production Supervision</b>		<u>93.60</u>	209.22
<b>Joe Napolitan April Trip Fee</b>			1,510.00
<b>Joe Napolitan April Trip Expenses</b>	<b>Net</b>		640.25
<b>Eli Bleich May Trip Fee</b>			781.20
<b>Eli Bleich May Trip Expenses</b>	<b>Net</b>		603.98
<b><u>5,000 Bumper Stickers (1005)</u></b>			
<b>Negatives &amp; Veloxes</b>		9.78	
<b>5,000 Stickers</b>		1,529.46	
<b>Art &amp; Assembly</b>		<u>41.60</u>	1,580.84

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.



**Friends of Cec Heftel**

**BILL 2069**

**DATE 6/29/76**

**TERMS**

**CLIENT NO.**

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
<u>Flyer for Heftel Hospitality Suite at Democratic Convention (1008)</u>			
Type	100.94		
3,100 Flyers	586.82		
Art & Assembly	235.20		
Copywriting	<u>20.80</u>	943.76	
Still Photography		196.51	
<u>Miscellaneous Docket (1000)</u>			
Production Expenses-Books, Maps, Etc. Net		<u>15.31</u>	14,681.47
LESS ADVANCE PAYMENT			<u>(14,681.47)</u>
			-0-
CREDIT BALANCE			(1,069.33)

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

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**Friends of Cec Heftel Committee**  
**P.O. Box 22700**  
**Honolulu, Hawaii 96822**

**Attention: Eddie Wong, Treasurer**

**BILL No 1967**  
**DATE June 1, 1976**  
**TERMS Net 10 Days**  
**CLIENT NO.**

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
<b><u>PRODUCTION</u></b>			
One Half of Poll Costs		7,280.00	
Pre-Announcement Television & Radio Production		1,664.00	
Joe Napolitan April Trip Fee		1,560.00	
J. Napolitan April Trip Expenses		832.00	
Eli Bleich May Trip Fee		780.00	
Eli Bleich May Trip Expenses		624.00	
5,000 Bumper Stickers		1,762.80	
3,000 Small Brochures		1,040.00	
Still Photography		<u>208.00</u>	15,750.80

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.



**FRIENDSO OF CEC HEFTEL COMMITTEE**  
**P. O. Box 22700**  
**Honolulu, Hawaii 96822**

**ATTN: MR. EDDIE WONG**

**BILL N° 1969**  
**DATE May 31, 1976**  
**TERMS Net 10 days**

CLIENT NO.

MEDIA: \_\_\_\_\_

PRODUCT/DIVISION \_\_\_\_\_

ORDER/ESTIMATE NO. \_\_\_\_\_

DESCRIPTION			NET
<b><u>RADIO</u></b>			
KGU - 594 - 20 Spots - 5/24-5/26	249.60		
KHSS - 598 - 18 Spots - 5/24-5/26	290.16		
KHVV - 599 - 12 Spots - 5/24-5/26	230.88		
KKUA - 601 - 12 Spots - 5/24-5/26	197.20		
KUMU - 596 - 16 Spots - 5/24-5/26	341.12		1298.95
<b><u>TELEVISION</u></b>			
KGMB - 585 - 10 Spots - 5/24-5/26	3,254.16		
KHON - 584 - 5 Spots - 5/24-5/26	990.08		
KITV - 587 - 5 Spots - 5/24-5/26	546.00		4790.24
			6089.20
			↓
			<i>pd. to BJ</i>

PLEASE PAY ON INVOICE. NO STATEMENT WILL BE SENT.

A FINANCE CHARGE of 1% per month, the PERIODIC RATE, will be charged on all balances remaining unpaid after thirty (30) days. The PERIODIC RATE equals an ANNUAL PERCENTAGE RATE OF 12%.

1532447





FRIEND FOR  
CEC HEFTEL

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255801 - DATE 092776

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	7	11.75	81.25

UNION 76  
003761

ACCOUNTING COPY

SALES TAX TOTAL 5.25

SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. SA 2053 STATE HI SVC BY JY

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00770

friend of CEC HEFTEL

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255801 - DATE 092776

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11	6.95	76.45

UNION 76  
003769

ACCOUNTING COPY

SALES TAX TOTAL 7.70

SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. 1B-6255 STATE HI SVC BY KU

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00635

FRIENDS FOR  
CEC HEFTEL

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255801 - DATE 092876

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	9	7.25	65.25

UNION 76  
503591

ACCOUNTING COPY

SALES TAX TOTAL 6.35

SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. SA3352 STATE HI SVC BY JY

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00875

FRIENDS FOR  
CEC HEFTEL

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255801 - DATE 092876

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	125	55	6875

UNION 76  
503585

ACCOUNTING COPY

SALES TAX TOTAL 8.75

SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. SA 1155 STATE HI SVC BY KU

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

EXHIBIT "I"

FRIENDS OF  
CEC HEFTEL

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011  
DATE 092476

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	11.00	11.00

UNION 76  
A 003625

ACCOUNTING COPY

SALES TAX TOTAL 11.00

SIGNATURE OF BUYER  
*D. Harris*

VEH. LICENSE NO. CA-20035 HI STATE HI SVC BY [initials]

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00565

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011  
DATE 092476

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	5	5.00	25.00

UNION 76  
A 003634

ACCOUNTING COPY

SALES TAX TOTAL 25.00

SIGNATURE OF BUYER  
*M. Browne*

VEH. LICENSE NO. CB-576 HI STATE HI SVC BY [initials]

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 01050

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011  
DATE 092476

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	10.50	10.50

UNION 76  
A 003617

ACCOUNTING COPY

SALES TAX TOTAL 10.50

SIGNATURE OF BUYER  
*C. Brown*

VEH. LICENSE NO. H-447 HI STATE HI SVC BY [initials]

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00645

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011  
DATE 092476

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	6.45	6.45

UNION 76  
A 003620

ACCOUNTING COPY

SALES TAX TOTAL 6.45

SIGNATURE OF BUYER  
*Randy Marshall*

VEH. LICENSE NO. 6K-453 HI STATE HI SVC BY [initials]

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

42558011  
DATE 092476

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	2	5.00	10.00

UNION 76  
A 503724

ACCOUNTING COPY

SALES TAX TOTAL 10.00

SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. STATE HI SVC BY [initials]

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

42558011  
DATE 092476

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	9.50	9.50

UNION 76  
A 503731

ACCOUNTING COPY

SALES TAX TOTAL 9.50

SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. STATE HI SVC BY [initials]

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

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M 00500

M 00780

42558011  
DATE 092476

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	6.45	6.45

UNION 76  
A 503724

ACCOUNTING COPY

SALES TAX TOTAL 6.45

SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. STATE HI SVC BY [initials]

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

EDWONG SPECIAL ACCOUNT

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

MIKES UN SERV HONOLULU HAWAII

DATE: 092876

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	67	699	470

UNION 76 503605

ACCOUNTING COPY

TOTAL: 470

SIGNATURE OF BUYER: *Paul Jimenez*

VEH. LICENSE NO. 6K453HI STATE HI SVC BY WO

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

42558811

MIKES UN SERV HONOLULU HAWAII

DATE: 092976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	68	730	650

UNION 76 503707

ACCOUNTING COPY

TOTAL: 650

Friends of Cec Heftel

M 00650

FRINDS OF CEC HEFTEL

M 00725

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

MIKES UN SERV HONOLULU HAWAII

DATE: 092876

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	04	799	725

UNION 76 503594

ACCOUNTING COPY

TOTAL: 725

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. 1-9022 STATE HI SVC BY W 61

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

MIKES UN SERV HONOLULU HAWAII

DATE: 092976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	5	650	625

UNION 76 503710

ACCOUNTING COPY

TOTAL: 625

Friends of Cec Heftel

M 00630

Friends of Cec Heftel

M 00770

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

MIKES UN SERV HONOLULU HAWAII

DATE: 092876

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	110	699	770

UNION 76 503672

ACCOUNTING COPY

TOTAL: 770

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. E 7790 STATE HI SVC BY [Signature]

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends of Cec Heftel

M 01185

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

MIKES UN SERV HONOLULU HAWAII

DATE: 092976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	176	659	1165

UNION 76 503693

ACCOUNTING COPY

TOTAL: 1165

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. 6B5765 STATE HI SVC BY [Signature]

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

DATE 092476

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	6.55	6.55

UNION SUPER	UNION PREMIUM	UNION CUSTOM
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RES/BATTERIES/ACCESSORIES/SVC. CB NO. **Union** 503670

SIGNATURE OF BUYER *Collen Jacobson*  
 VEH. LICENSE NO. 7A-2119 STATE HI SVC. BY KO  
 \*CO. IF NOT UNION AUTHORIZATION NO.  
 OTHER REQUIRED IDENTIFICATION

M 00830

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

DATE 093076

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.5	6.17	70.99

UNION SUPER	UNION PREMIUM	UNION CUSTOM
-------------	---------------	--------------

RES/BATTERIES/ACCESSORIES/SVC. CB NO. **Union** 003545

SIGNATURE OF BUYER *KEMP*  
*Potter*  
 VEH. LICENSE NO. 6M1453 STATE HI SVC. BY 169  
 \*CO. IF NOT UNION AUTHORIZATION NO.  
 OTHER REQUIRED IDENTIFICATION

M 00696

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

DATE 093076

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	16.0	6.55	104.80

UNION SUPER	UNION PREMIUM	UNION CUSTOM
-------------	---------------	--------------

RES/BATTERIES/ACCESSORIES/SVC. CB NO. **Union** 003542

SIGNATURE OF BUYER *Kevin*  
*Kevin*  
 VEH. LICENSE NO. 77770 STATE HI SVC. BY 49  
 \*CO. IF NOT UNION AUTHORIZATION NO.  
 OTHER REQUIRED IDENTIFICATION

M 00650

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

DATE 092976

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	5.3	6.55	34.71

UNION SUPER	UNION PREMIUM	UNION CUSTOM
-------------	---------------	--------------

RES/BATTERIES/ACCESSORIES/SVC. CB NO. **Union** 003533

SIGNATURE OF BUYER *Collen Jacobson*  
 VEH. LICENSE NO. 7A-2115 STATE HI SVC. BY KO  
 \*CO. IF NOT UNION AUTHORIZATION NO.  
 OTHER REQUIRED IDENTIFICATION

42558811 DATE 093076

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	5.3	6.55	34.71

RES/BATTERIES/ACCESSORIES/SVC. CB NO. **Union** 503670

SIGNATURE OF BUYER *Collen Jacobson*  
 VEH. LICENSE NO. 7A-2119 STATE HI SVC. BY KO  
 \*CO. IF NOT UNION AUTHORIZATION NO.  
 OTHER REQUIRED IDENTIFICATION

42558811 DATE 092876

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	10.9	7.70	83.93

RES/BATTERIES/ACCESSORIES/SVC. CB NO. **Union** 503606

SIGNATURE OF BUYER *Collen Jacobson*  
 VEH. LICENSE NO. 6M1453 STATE HI SVC. BY 169  
 \*CO. IF NOT UNION AUTHORIZATION NO.  
 OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

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M 00670

EDWARDS SPECIAL ACCOUNT

M 00110

ED WONG

SPECIAL ACCOUNT

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

DATE 090976

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	9.2	739	6.80

UNION SUPER	UNION PREMIUM	UNION CUSTOM

RES/BATTERIES/ACCESSORIES/SVC CB NO.

**union** 803054

ACCOUNTING COPY

TOTAL 6.80

SIGNATURE OF BUYER  
*M. J. Kalden*

VEH. LICENSE NO. K-8732 STATE HI SVC BY W6

\*CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 01200

Ed Wong Spe Acct

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

DATE 090976

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	172	699	12.00

UNION SUPER	UNION PREMIUM	UNION CUSTOM

RES/BATTERIES/ACCESSORIES/SVC CB NO.

**union** 202676

ACCOUNTING COPY

TOTAL 12.00

SIGNATURE OF BUYER  
*Ed Wong*

VEH. LICENSE NO. 1A2118 STATE HI SVC BY W6

\*CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 01310

SPECIAL ACCT. ED WONG

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

DATE 091076

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	177	729	13.10

UNION SUPER	UNION PREMIUM	UNION CUSTOM

RES/BATTERIES/ACCESSORIES/SVC CB NO.

**union** 202704

ACCOUNTING COPY

TOTAL 13.10

SIGNATURE OF BUYER  
*N. Howard*

VEH. LICENSE NO. 2A-2035 STATE HI SVC BY NG

\*CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00680

ED WONG SPECIAL ACCOUNT

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

DATE 091076

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	9.7	695	6.80

UNION SUPER	UNION PREMIUM	UNION CUSTOM

RES/BATTERIES/ACCESSORIES/SVC CB NO.

**union** 202699

ACCOUNTING COPY

TOTAL 6.80

SIGNATURE OF BUYER  
*Ed Wong*

VEH. LICENSE NO. 5A3353 STATE HI SVC BY W6

\*CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

42558811 DATE 091076

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	106	699	7.45

UNION SUPER PREMIUM CUSTOM

RES/BATTERIES/ACCESSORIES/SVC CB NO.

**union** 202183

ACCOUNTING COPY

TOTAL 7.45

SIGNATURE OF BUYER  
*Ed Wong*

VEH. LICENSE NO. E-7700 STATE HI SVC BY W6

\*CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

SPECIAL ACCT. ED WONG

M 00145

42558811 DATE 091076

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	66	71	6.00

UNION SUPER PREMIUM CUSTOM

RES/BATTERIES/ACCESSORIES/SVC CB NO.

**union** 202745

ACCOUNTING COPY

TOTAL 6.00

SIGNATURE OF BUYER  
*Ed Wong*

VEH. LICENSE NO. 5A7123 STATE HI SVC BY NG

\*CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

SPECIAL ACCT ED WONG

M 00600

ED WONG'S SPECIAL ACCT

M 00100

Ed Wong's Special

M 00805

42558811

DATE 090976

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	7.50	7.50
UNION SUPER PREMIUM UNION CUSTOM			
TIRE/BATTERIES/ACCESSORIES/SVC.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	8.65	8.65
UNION SUPER PREMIUM UNION CUSTOM			
TIRE/BATTERIES/ACCESSORIES/SVC.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

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M 00800

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	8.00	8.00
UNION SUPER PREMIUM UNION CUSTOM			
TIRE/BATTERIES/ACCESSORIES/SVC.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

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M 01030

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	10.30	10.30
UNION SUPER PREMIUM UNION CUSTOM			
TIRE/BATTERIES/ACCESSORIES/SVC.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

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M 00700

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	7.00	7.00
UNION SUPER PREMIUM UNION CUSTOM			
TIRE/BATTERIES/ACCESSORIES/SVC.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

42558811

DATE 090676

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	5.29	5.29
UNION SUPER PREMIUM UNION CUSTOM			
TIRE/BATTERIES/ACCESSORIES/SVC.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

union 502916

42558811

DATE 090676

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	8.00	8.00
UNION SUPER PREMIUM UNION CUSTOM			
TIRE/BATTERIES/ACCESSORIES/SVC.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

union 502919

42558811

DATE 090876

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	10.30	10.30
UNION SUPER PREMIUM UNION CUSTOM			
TIRE/BATTERIES/ACCESSORIES/SVC.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

union 503040

42558811

DATE 090876

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	7.00	7.00
UNION SUPER PREMIUM UNION CUSTOM			
TIRE/BATTERIES/ACCESSORIES/SVC.			
SALES TAX			
TOTAL			

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

union 802909

Ed Wong  
Spec. Acct.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76		02.099	9.50

SALES TAX: 0.50  
TOTAL: 10.00

ACCOUNTING COPY

UNION 76

503794

FORM 3 2013 (REV. 6-73) PRINTED IN U.S.A.

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76			

SALES TAX: 0.50  
TOTAL: 3.00

ACCOUNTING COPY

UNION 76

504078

FORM 3 2013 (REV. 6-73) PRINTED IN U.S.A.

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

EDWONG SPECIAL ACCOUNT M 00840

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.4	73.95	840

SALES TAX: 1.00  
TOTAL: 840

ACCOUNTING COPY

UNION 76

004174

FORM 3 2013 (REV. 6-73) PRINTED IN U.S.A.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 090376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.4	75	855

SALES TAX: 1.00  
TOTAL: 855

ACCOUNTING COPY

UNION 76

502781

FORM 3 2013 (REV. 6-73) PRINTED IN U.S.A.

Ed Wong Special

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SPECIAL ACCT. ED WONG M 00575

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	37.499		575

SALES TAX: 0.50  
TOTAL: 575

ACCOUNTING COPY

UNION 76

503797

FORM 3 2013 (REV. 6-73) PRINTED IN U.S.A.

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SPECIAL ACCT. ED WONG M 01000

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	14.4	72.9	10.60

SALES TAX: 0.50  
TOTAL: 10.60

ACCOUNTING COPY

UNION 76

503795

FORM 3 2013 (REV. 6-73) PRINTED IN U.S.A.

ED WONG SPECIAL

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 091676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	2	7.00	14.00
REGULAR 76			

SALES TAX: 1.40  
TOTAL: 15.40

ACCOUNTING COPY

UNION 004063

FORM 3-73 (REV 6-73) PRINTED IN U.S.A.

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO: U-332 STATE: HI SVC BY: [Signature]

\* CO. IF NOT UNION AUTHORIZATION NO:

OTHER REQUIRED IDENTIFICATION:

M 01275

Ed Wong Special

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 091676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	17	7.25	123.25
REGULAR 76	12	7.00	84.00

SALES TAX: 12.33  
TOTAL: 219.58

ACCOUNTING COPY

UNION 004131

FORM 3-73 (REV 6-73) PRINTED IN U.S.A.

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO: [Blank] STATE: HI SVC BY: [Signature]

\* CO. IF NOT UNION AUTHORIZATION NO:

OTHER REQUIRED IDENTIFICATION:

M 00740

ED WONG'S SPECIAL ACCT

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 091676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	16	4.50	72.00
REGULAR 76	7	1.00	7.00

SALES TAX: 7.40  
TOTAL: 86.40

ACCOUNTING COPY

UNION 004110

FORM 3-73 (REV 6-73) PRINTED IN U.S.A.

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO: FT 190 STATE: HI SVC BY: [Signature]

\* CO. IF NOT UNION AUTHORIZATION NO:

OTHER REQUIRED IDENTIFICATION:

M 00685

Ed Wong Special

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 091676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	9	6.00	54.00
REGULAR 76	6	1.00	6.00

SALES TAX: 6.85  
TOTAL: 66.85

ACCOUNTING COPY

UNION 004122

FORM 3-73 (REV 6-73) PRINTED IN U.S.A.

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO: 3A-1055 STATE: HI SVC BY: [Signature]

\* CO. IF NOT UNION AUTHORIZATION NO:

OTHER REQUIRED IDENTIFICATION:

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 091676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	2	7.00	14.00
REGULAR 76	1	2.00	2.00

SALES TAX: 1.40  
TOTAL: 17.40

ACCOUNTING COPY

UNION 004073

FORM 3-73 (REV 6-73) PRINTED IN U.S.A.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	17	7.25	123.25
REGULAR 76	12	7.00	84.00

SALES TAX: 12.33  
TOTAL: 219.58

ACCOUNTING COPY

UNION 504080

FORM 3-73 (REV 6-73) PRINTED IN U.S.A.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	16	4.50	72.00
REGULAR 76	7	1.00	7.00

SALES TAX: 7.40  
TOTAL: 86.40

ACCOUNTING COPY

UNION 004110

FORM 3-73 (REV 6-73) PRINTED IN U.S.A.

ED Wong Special Account

M 00380

Ed Wong Special Acct. M 01191

M 01191

ED WONG SPECIAL

42558011

MIKES UN SERV HONOLULU HAWAII

DATE 091576

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76			5.75

UNION SUPER	UNION PREMIUM	UNION CUSTOM
-------------	---------------	--------------

UNION 76  
A 004038

ACCOUNTING COPY

SALES TAX  
TOTAL 5.75

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SIGNATURE OF BUYER  
*Don Eater*

VEH. LICENSE NO. STATE SVC. BY  
E-2732 DM G.

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Ed Wong's Special Account

M 00780

42558011

MIKES UN SERV HONOLULU HAWAII

DATE 091476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	112	179	7.55

UNION SUPER UNION PREMIUM UNION CUSTOM

UNION 76

ACCOUNTING COPY

SALES TAX

TOTAL 7.55

SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. STATE SVC. BY  
E-2732 DM G.

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

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Ed Wong Special Account

M 01190

42558011

MIKES UN SERV HONOLULU HAWAII

DATE 091576

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	161	739.11	11.90

UNION SUPER	UNION PREMIUM	UNION CUSTOM
-------------	---------------	--------------

UNION 76  
A 004033

ACCOUNTING COPY

SALES TAX  
TOTAL 11.90

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SIGNATURE OF BUYER  
*A. Harid*

VEH. LICENSE NO. STATE SVC. BY  
BA 3085 HI

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Ed Wong's Special Account

M 00755

42558011

MIKES UN SERV HONOLULU HAWAII

DATE 091476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	102	739	7.55

UNION SUPER UNION PREMIUM UNION CUSTOM

UNION 76

ACCOUNTING COPY

SALES TAX

TOTAL 7.55

SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. STATE SVC. BY  
E-2732 DM G.

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

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ED WONG SPECIAL ACCOUNT

M 00525

42558011

MIKES UN SERV HONOLULU HAWAII

DATE 091576

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	7.5	69.5	5.25

UNION SUPER	UNION PREMIUM	UNION CUSTOM
-------------	---------------	--------------

UNION 76  
A 004016

ACCOUNTING COPY

SALES TAX  
TOTAL 5.25

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SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. STATE SVC. BY  
SA-3353 HI LWO

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

ED WONG'S SPECIAL ACCOUNT

M 00540

42558011

MIKES UN SERV HONOLULU HAWAII

DATE 091476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	7.7	495	5.40

UNION SUPER	UNION PREMIUM	UNION CUSTOM
-------------	---------------	--------------

UNION 76  
A 003983

ACCOUNTING COPY

SALES TAX  
TOTAL 5.40

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SIGNATURE OF BUYER  
*Ed Wong*

VEH. LICENSE NO. STATE SVC. BY  
E-2047 HI

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

ED WONG'S SPECIAL

M 00810

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011		DATE	
MIKES UN SERV HONOLULU HAWAII		091376	
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	7.45	7.45
UNION SUPER UNION PREMIUM UNION CUSTOM		SALES TAX	
RES/BATTERIES/ACCESSORIES/SVC		TOTAL	
3 NO		7.40	
UNION 202822		ACCOUNTING COPY	
SIGNATURE OF BUYER		VEH. LICENSE NO	
K. J. Conroy		K8732 HI	
STATE		SVC BY	
HI		G1	
* CO. IF NOT UNION		AUTHORIZATION NO	
OTHER REQUIRED IDENTIFICATION			

M 00890

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011		DATE	
MIKES UN SERV HONOLULU HAWAII		091376	
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	12	7.90	94.80
UNION SUPER UNION PREMIUM UNION CUSTOM		SALES TAX	
RES/BATTERIES/ACCESSORIES/SVC		TOTAL	
3 NO		94.90	
UNION 504084		ACCOUNTING COPY	
SIGNATURE OF BUYER		VEH. LICENSE NO	
Dante Marshall		SA 2004 HI	
STATE		SVC BY	
HI		G1	
* CO. IF NOT UNION		AUTHORIZATION NO	
OTHER REQUIRED IDENTIFICATION			

M 01225

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011		DATE	
MIKES UN SERV HONOLULU HAWAII		091176	
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	17.5	6.99	122.25
UNION SUPER UNION PREMIUM UNION CUSTOM		SALES TAX	
RES/BATTERIES/ACCESSORIES/SVC		TOTAL	
3 NO		122.25	
UNION 202844		ACCOUNTING COPY	
SIGNATURE OF BUYER		VEH. LICENSE NO	
M. K. Kamae		1A-2178 HI	
STATE		SVC BY	
HI		G1	
* CO. IF NOT UNION		AUTHORIZATION NO	
OTHER REQUIRED IDENTIFICATION			

M 00800

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011		DATE	
MIKES UN SERV HONOLULU HAWAII		091176	
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	10.5	7.50	78.75
UNION SUPER UNION PREMIUM UNION CUSTOM		SALES TAX	
RES/BATTERIES/ACCESSORIES/SVC		TOTAL	
3 NO		78.75	
UNION 502703		ACCOUNTING COPY	
SIGNATURE OF BUYER		VEH. LICENSE NO	
[Signature]		SA-3354 HI	
STATE		SVC BY	
HI		KJ	
* CO. IF NOT UNION		AUTHORIZATION NO	
OTHER REQUIRED IDENTIFICATION			

42558011		DATE	
MIKES UN SERV HONOLULU HAWAII		091176	
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.25	6.99	78.60
UNION SUPER UNION PREMIUM UNION CUSTOM		SALES TAX	
RES/BATTERIES/ACCESSORIES/SVC		TOTAL	
3 NO		78.60	
UNION 502675		ACCOUNTING COPY	
SIGNATURE OF BUYER		VEH. LICENSE NO	
[Signature]		[License]	
STATE		SVC BY	
HI		[SVC]	
* CO. IF NOT UNION		AUTHORIZATION NO	
OTHER REQUIRED IDENTIFICATION			

42558011		DATE	
MIKES UN SERV HONOLULU HAWAII		091176	
PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	12.3	6.99	86.00
UNION SUPER UNION PREMIUM UNION CUSTOM		SALES TAX	
RES/BATTERIES/ACCESSORIES/SVC		TOTAL	
3 NO		86.00	
UNION 502672		ACCOUNTING COPY	
SIGNATURE OF BUYER		VEH. LICENSE NO	
[Signature]		1A-453 HI	
STATE		SVC BY	
HI		[SVC]	
* CO. IF NOT UNION		AUTHORIZATION NO	
OTHER REQUIRED IDENTIFICATION			

Ed Wong's Special

SPECIAL ACCT.  
ED WONG

M 00520

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII  
DATE 090176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	4	29.10	115.60

UNION 76  
502512

ACCOUNTING COPY

SALES TAX: 11.60  
TOTAL: 127.20

SIGNATURE OF BUYER: *Ed Wong*  
VEH. LICENSE NO. F-7790 STATE HI SVC. BY 50  
\* CO. IF NOT UNION AUTHORIZATION NO.

42558811  
MIKES UN SERV  
HONOLULU HAWAII  
DATE 090376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11	31.55	347.05

UNION 76  
502525

ACCOUNTING COPY

SALES TAX: 34.71  
TOTAL: 381.76

SIGNATURE OF BUYER: *Ed Wong*  
VEH. LICENSE NO. F-7790 STATE HI SVC. BY 50  
\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00520

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII  
DATE 090276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	7	15.20	106.40

UNION 76  
202633

ACCOUNTING COPY

SALES TAX: 5.20  
TOTAL: 111.60

SIGNATURE OF BUYER: *Ed Wong*  
VEH. LICENSE NO. F-7790 STATE HI SVC. BY 50  
\* CO. IF NOT UNION AUTHORIZATION NO.

Ed Wong, Special

M 00670

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII  
DATE 090376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	9	6.70	60.30

UNION 76  
202480

ACCOUNTING COPY

SALES TAX: 6.70  
TOTAL: 67.00

SIGNATURE OF BUYER: *Ed Wong*  
VEH. LICENSE NO. F-7796 STATE HI SVC. BY 60  
\* CO. IF NOT UNION AUTHORIZATION NO.

M 00805

M 01100

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII  
DATE 090376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	5.50	5.50

UNION 76  
202563

ACCOUNTING COPY

SALES TAX: 0.55  
TOTAL: 6.05

SIGNATURE OF BUYER: *Ed Wong*  
VEH. LICENSE NO. F-7796 STATE HI SVC. BY 60  
\* CO. IF NOT UNION AUTHORIZATION NO.

ED WONG  
SPECIAL

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811 - DATE 092376

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11	899	9,890

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. CB NO.

**Union**  
003838

ACCOUNTING COPY

SALES TAX TOTAL \$100

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER  
*David Harbort*

VEH. LICENSE NO. 64-4531 STATE HI SVC. BY GI

\* CO. IF NOT UNION AUTHORIZATION NO.

M 00490

ED WONG  
SPECIAL

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811 - DATE 092376

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	7	699	4,900

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. CB NO.

**Union**  
003850

ACCOUNTING COPY

SALES TAX TOTAL \$90

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER  
*Steve Lu*

VEH. LICENSE NO. 28732 STATE HI SVC. BY GI

\* CO. IF NOT UNION AUTHORIZATION NO.

M 00890

ED WONG  
SPECIAL

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811 - DATE 092376

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	12	677	8,120

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. CB NO.

**Union**  
003857

ACCOUNTING COPY

SALES TAX TOTAL \$390

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER  
*Steve Lu*

VEH. LICENSE NO. 3A-1095 STATE HI SVC. BY GI

\* CO. IF NOT UNION AUTHORIZATION NO.

M 00600

ED WONG SPECIAL

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811 - DATE 090376

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	2	675	1,350

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. CB NO.

**Union**  
502720

ACCOUNTING COPY

SALES TAX TOTAL \$60

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER  
*Steve Lu*

VEH. LICENSE NO. N-7022 STATE HI SVC. BY K6

\* CO. IF NOT UNION AUTHORIZATION NO.

SPECIAL ACT.  
ED WONG

42558811 - DATE 090176

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	2	699	1,398

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. CB NO.

**Union**  
502560

ACCOUNTING COPY

SALES TAX TOTAL \$100

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER  
*Steve Lu*

VEH. LICENSE NO. 64-4531 STATE HI SVC. BY GI

\* CO. IF NOT UNION AUTHORIZATION NO.

42558811 - DATE 090176

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	14	939	13,146

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. CB NO.

**Union**  
502505

ACCOUNTING COPY

SALES TAX TOTAL \$1100

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER  
*Steve Lu*

VEH. LICENSE NO. 64-4531 STATE HI SVC. BY GI

\* CO. IF NOT UNION AUTHORIZATION NO.

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Ed Wong Special Act. 01100

ED WONG'S SPECIAL ACCT

M 01600

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 092176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	22	1.99	43.78

UNION 503955

ACCOUNTING COPY

SALES TAX: 11.60  
TOTAL: 55.38

Signature of Buyer: [Signature]

VEH. LICENSE NO: 4-72041  
STATE: HI  
SVC BY: [Signature]

\* CO. IF NOT UNION: [ ] AUTHORIZATION NO: [ ]

OTHER REQUIRED IDENTIFICATION: [ ]

Ed Wong's Special Acct

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	5	6.60	33.00

UNION 503905

ACCOUNTING COPY

SALES TAX: 6.60  
TOTAL: 39.60

Signature of Buyer: [Signature]

VEH. LICENSE NO: 7A-551176  
STATE: HI  
SVC BY: [Signature]

\* CO. IF NOT UNION: [ ] AUTHORIZATION NO: [ ]

OTHER REQUIRED IDENTIFICATION: [ ]

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

ED WONG'S SPECIAL ACCOUNT

M 00825

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 092276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11	7.59	83.49

UNION 003805

ACCOUNTING COPY

SALES TAX: 8.73  
TOTAL: 92.22

Signature of Buyer: [Signature]

VEH. LICENSE NO: F-7790  
STATE: HI  
SVC BY: [Signature]

\* CO. IF NOT UNION: [ ] AUTHORIZATION NO: [ ]

OTHER REQUIRED IDENTIFICATION: [ ]

Ed Wong's SPECIAL ACCT

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 092376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	8	6.99	55.92

UNION 003856

ACCOUNTING COPY

SALES TAX: 6.00  
TOTAL: 61.92

Signature of Buyer: [Signature]

VEH. LICENSE NO: 2A-2047  
STATE: HI  
SVC BY: [Signature]

\* CO. IF NOT UNION: [ ] AUTHORIZATION NO: [ ]

OTHER REQUIRED IDENTIFICATION: [ ]

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends of Cas Hospital  
Special Acct  
ED WONG

M 01100

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	15	7.49	112.35

UNION 503662

ACCOUNTING COPY

SALES TAX: 11.60  
TOTAL: 123.95

Signature of Buyer: [Signature]

VEH. LICENSE NO: CB-59511  
STATE: HI  
SVC BY: [Signature]

\* CO. IF NOT UNION: [ ] AUTHORIZATION NO: [ ]

OTHER REQUIRED IDENTIFICATION: [ ]

Ed Wong

M 00570

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	32	1.99	63.68

UNION 503704

ACCOUNTING COPY

SALES TAX: 5.90  
TOTAL: 69.58

Signature of Buyer: [Signature]

VEH. LICENSE NO: PL-204  
STATE: HI  
SVC BY: [Signature]

\* CO. IF NOT UNION: [ ] AUTHORIZATION NO: [ ]

OTHER REQUIRED IDENTIFICATION: [ ]

ED WORK SPECIAL ACCOUNT

M 01400

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255881-  
MIKES UN SERV  
HONOLULU HAWAII

DATE 092176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	1400	1400

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

SALES TAX TOTAL 1400

ACCOUNTING COPY

UNION 503921

FORM 3-76 (REV. 6-73) PRINTED IN U.S.A.

SIGNATURE OF BUYER  
VEN. LICENSE NO. STATE SVC. BY  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

4255881-  
MIKES UN SERV  
HONOLULU HAWAII

DATE 092176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	1400	1400

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

SALES TAX TOTAL 1400

ACCOUNTING COPY

UNION 503777

FORM 3-76 (REV. 6-73) PRINTED IN U.S.A.

SIGNATURE OF BUYER  
VEN. LICENSE NO. STATE SVC. BY  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

ED WORK SPECIAL ACCOUNT

M 00470

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255881-  
MIKES UN SERV  
HONOLULU HAWAII

DATE 092076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	494.90	494.90

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

SALES TAX TOTAL 494.90

ACCOUNTING COPY

UNION 504070

FORM 3-76 (REV. 6-73) PRINTED IN U.S.A.

SIGNATURE OF BUYER  
VEN. LICENSE NO. STATE SVC. BY  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

M 00740

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255881-  
MIKES UN SERV  
HONOLULU HAWAII

DATE 092076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	740	740

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

SALES TAX TOTAL 740

ACCOUNTING COPY

UNION 504034

FORM 3-76 (REV. 6-73) PRINTED IN U.S.A.

SIGNATURE OF BUYER  
VEN. LICENSE NO. STATE SVC. BY  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

4255881-  
MIKES UN SERV  
HONOLULU HAWAII

DATE 092176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	734.99	734.99

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

SALES TAX TOTAL 734.99

ACCOUNTING COPY

UNION 503961

FORM 3-76 (REV. 6-73) PRINTED IN U.S.A.

SIGNATURE OF BUYER  
VEN. LICENSE NO. STATE SVC. BY  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

ED WORK SPECIAL ACCOUNT

M 00825

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255881-  
MIKES UN SERV  
HONOLULU HAWAII

DATE 092076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	225	225

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

SALES TAX TOTAL 225

ACCOUNTING COPY

UNION 504050

FORM 3-76 (REV. 6-73) PRINTED IN U.S.A.

SIGNATURE OF BUYER  
VEN. LICENSE NO. STATE SVC. BY  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

ED WORK SPECIAL ACCOUNT

ED WONG'S SPECIAL

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011

MIKES UN SERV HONOLULU HAWAII

DATE: 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	22	6.50	143.00

UNION 504028

ACCOUNTING COPY

TOTAL: 1550

SIGNATURE OF BUYER: *[Signature]*

VEN. LICENSE NO: HI-332

STATE: HI

SVC. BY: G1

\*CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 01000

Ed Wong's Special

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

MIKES UN SERV HONOLULU HAWAII

DATE: 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	35	3.14	110.00

UNION 503995

ACCOUNTING COPY

TOTAL: 1100

SIGNATURE OF BUYER: *[Signature]*

VEN. LICENSE NO: C3181

STATE: HI

SVC. BY: G1

\*CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00750

ED WONG'S SPECIAL

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

MIKES UN SERV HONOLULU HAWAII

DATE: 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	10	7.50	75.00

UNION 503858

ACCOUNTING COPY

TOTAL: 750

SIGNATURE OF BUYER: *[Signature]*

VEN. LICENSE NO: B-6215

STATE: HI

SVC. BY: G1

\*CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00800

Ed Wong's Special

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811

MIKES UN SERV HONOLULU HAWAII

DATE: 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	115	8.00	920.00

UNION 503982

ACCOUNTING COPY

TOTAL: 920

SIGNATURE OF BUYER: *[Signature]*

VEN. LICENSE NO: 61-4-115-80

STATE: HI

SVC. BY: G1

\*CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Ed Wong's Special

42558011

MIKES UN SERV HONOLULU HAWAII

DATE: 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	6	6.50	39.00

UNION 503988

ACCOUNTING COPY

TOTAL: 39.00

SIGNATURE OF BUYER: *[Signature]*

VEN. LICENSE NO: HI-332

STATE: HI

SVC. BY: G1

\*CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Ed Wong's Special

42558811

MIKES UN SERV HONOLULU HAWAII

DATE: 092076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	72	1.25	90.00

UNION 503891

ACCOUNTING COPY

TOTAL: 90.00

SIGNATURE OF BUYER: *[Signature]*

VEN. LICENSE NO: HI-332

STATE: HI

SVC. BY: G1

\*CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Ed Wong's Special

42558811

MIKES UN SERV HONOLULU HAWAII

DATE: 092076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	115	8.00	920.00

UNION 503982

ACCOUNTING COPY

TOTAL: 920

SIGNATURE OF BUYER: *[Signature]*

VEN. LICENSE NO: 61-4-115-80

STATE: HI

SVC. BY: G1

\*CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

FRIENDS OF  
CEC HEFFEL

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 78	1	4.14	4.14
REGULAR 78	1	2.16	2.16
SALES TAX			0.70
TOTAL			7.00

UNION 003601

ACCOUNTING COPY

SIGNATURE OF BUYER  
*John K. Blay*

VEH. LICENSE NO. E 9990 STATE HI SVC BY [initials]

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00770

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 78	11.0	0.67	7.37
REGULAR 78	1	0.33	0.33
SALES TAX			0.00
TOTAL			7.70

UNION 003965

ACCOUNTING COPY

SIGNATURE OF BUYER  
*Lee K. H. [unclear]*

VEH. LICENSE NO. F 4900 STATE HI SVC BY [initials]

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00660

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 78	1	7.19	7.19
REGULAR 78	1	0.40	0.40
SALES TAX			0.00
TOTAL			7.60

UNION 503703

ACCOUNTING COPY

SIGNATURE OF BUYER  
*John K. [unclear]*

VEH. LICENSE NO. 7-1000 STATE HI SVC BY [initials]

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00635

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558811  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 78	2.1	2.17	4.55
REGULAR 78	1	0.35	0.35
SALES TAX			0.00
TOTAL			4.90

UNION 503702

ACCOUNTING COPY

SIGNATURE OF BUYER  
*Charles [unclear]*

VEH. LICENSE NO. E 9990 STATE HI SVC BY [initials]

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

SPECIAL ACCT.  
LAWONG

FORM 3 (REV. 11/76) PRINTED IN U.S.A.

UNION 504020

MIKES UN SERV  
HONOLULU HAWAII

DATE: 091776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	1	1.50	1.50
REGULAR 76	1	1.50	1.50
SALES TAX			0.65
TOTAL			3.65

UNION 003951

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF  
CEC HEFFEL

FORM 3 (REV. 11/76) PRINTED IN U.S.A.

UNION 003951

MIKES UN SERV  
HONOLULU HAWAII

DATE: 092476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	11.0	0.67	7.37
REGULAR 76	1	0.33	0.33
SALES TAX			0.00
TOTAL			7.70

UNION 003951

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF  
CEC HEFFEL

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Oct 176

Friends Dev  
Co Hotel

M

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

INCLUDES APPLICABLE FEDERAL AND STATE TAXES OR NOTICE OF DEFERRED PAYMENT OF WHICH IS THE POLICY OF UNION GULF COMPANY

DATE

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	170	6.11	1039

UNION SUPER	UNION PREMIUM	UNION CUSTOM

SIGNATURE OF BUYER  
*M. K. Kumar*

UNION LICENSE NO.	STATE	SVC BY
427777	IL	48

SALES TAX  
AUTHORIZATION NO.

**Union 76**  
504702

ACCOUNTING COPY

TOTAL 6.70

OTHER REQUIRED IDENTIFICATION



7 9 0 8 0 7 8 : 4 6 7

FRIENDS OF  
Cec Heftel

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 102576

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	75	115.25	25

UNION 76 004970

ACCOUNTING COPY

SALES TAX: 5.25

TOTAL: 5.25

SIGNATURE OF BUYER: [Signature]

VEH. LICENSE NO. SA-3353 STATE HI SVC BY GI

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00850

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 102576

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	22	118.50	50

UNION 76 004961

ACCOUNTING COPY

SALES TAX: 8.50

TOTAL: 8.50

SIGNATURE OF BUYER: [Signature]

VEH. LICENSE NO. 3B-1075 STATE HI SVC BY GI

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00585

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 102576

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	8.4	199.585	85

UNION 76 004949

ACCOUNTING COPY

SALES TAX: 5.85

TOTAL: 5.85

SIGNATURE OF BUYER: [Signature]

VEH. LICENSE NO. W-2929 STATE HI SVC BY GI

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00740

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 102776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	100	73.9740	40

UNION 76 004696

ACCOUNTING COPY

SALES TAX: 7.40

TOTAL: 7.40

SIGNATURE OF BUYER: [Signature]

VEH. LICENSE NO. F-7790 STATE HI SVC BY GI

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

FRIENDS OF  
Cec Heftel

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 103076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	10	117.65	65

UNION 76 004970

ACCOUNTING COPY

SALES TAX: 7.15

TOTAL: 7.15

SIGNATURE OF BUYER: [Signature]

VEH. LICENSE NO. 3B-1075 STATE HI SVC BY GI

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00765

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF  
Cec Heftel

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 102976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	115	113.5	130

UNION 76 004961

ACCOUNTING COPY

SALES TAX: 8.1

TOTAL: 8.1

SIGNATURE OF BUYER: [Signature]

VEH. LICENSE NO. F-7790 STATE HI SVC BY GI

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00815

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF Cec Heffel

M 00670

1/17/76

42558041

MIKES UN SERV  
HONOLULU HAWAII

DATE 102676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	76	1.95	147.00
			<b>TOTAL</b>
			147.00

UNION 004625

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER: Dennis Salasche

VEH. LICENSE NO. K-3922 STATE HI SVC BY

\* CO. IF NOT UNION AUTHORIZATION NO.

FRIENDS OF Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558041

MIKES UN SERV  
HONOLULU HAWAII

DATE 102976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	75	1.95	146.25
			<b>TOTAL</b>
			146.25

UNION 004771

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER: Dennis Salasche

VEH. LICENSE NO. K-3922 STATE HI SVC BY

\* CO. IF NOT UNION AUTHORIZATION NO.

Friends for Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558041

MIKES UN SERV  
HONOLULU HAWAII

DATE 102876

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	76	1.95	148.20
			<b>TOTAL</b>
			148.20

UNION 004584

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER: Rick Blay

VEH. LICENSE NO. E-774 STATE HI SVC BY

\* CO. IF NOT UNION AUTHORIZATION NO.

friends for Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558041

MIKES UN SERV  
HONOLULU HAWAII

DATE 102576

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	106	6.55	694.30
			<b>TOTAL</b>
			694.30

UNION 004603

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER: Rick Blay

VEH. LICENSE NO. F-776 STATE HI SVC BY

\* CO. IF NOT UNION AUTHORIZATION NO.

Friends Of Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558041

MIKES UN SERV  
HONOLULU HAWAII

DATE 102676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	112	6.99	782.88
			<b>TOTAL</b>
			780.00

UNION 004623

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER: Doug Cavazos

VEH. LICENSE NO. B-6205 STATE HI SVC BY

\* CO. IF NOT UNION AUTHORIZATION NO.

FRIENDS OF Cec Heffel

M 00815

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 102576

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	110	7.39	812.90
			<b>TOTAL</b>
			815.00

UNION 004969

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER: Rick Blay

VEH. LICENSE NO. SA-3321 STATE HI SVC BY

\* CO. IF NOT UNION AUTHORIZATION NO.

Friends of  
Cec Heffel

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE  
102876

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11	5.50	60.50

42558841  
MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11	5.50	60.50

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER  
 VEH. LICENSE NO. STATE SVC. BY  
 \* CO. IF NOT UNION AUTHORIZATION NO.  
 OTHER REQUIRED IDENTIFICATION

M 00810

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER  
 VEH. LICENSE NO. STATE SVC. BY  
 \* CO. IF NOT UNION AUTHORIZATION NO.  
 OTHER REQUIRED IDENTIFICATION

M 01600

Friends for  
Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	777	11	16.61

SIGNATURE OF BUYER  
 VEH. LICENSE NO. STATE SVC. BY  
 \* CO. IF NOT UNION AUTHORIZATION NO.  
 OTHER REQUIRED IDENTIFICATION

Friends for  
Cec Heffel

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE  
102876

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	12	6.65	79.80

42558841  
MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	13	5.9	76.70

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER  
 VEH. LICENSE NO. STATE SVC. BY  
 \* CO. IF NOT UNION AUTHORIZATION NO.  
 OTHER REQUIRED IDENTIFICATION

M 00665

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER  
 VEH. LICENSE NO. STATE SVC. BY  
 \* CO. IF NOT UNION AUTHORIZATION NO.  
 OTHER REQUIRED IDENTIFICATION

M 00115

Friends for  
Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	115	115

SIGNATURE OF BUYER  
 VEH. LICENSE NO. STATE SVC. BY  
 \* CO. IF NOT UNION AUTHORIZATION NO.  
 OTHER REQUIRED IDENTIFICATION

Friends Serv  
Holt

M 00880

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 102976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	7.77	6.00

UNION 504596

ACCOUNTING COPY

SALES TAX TOTAL 6.80

SIGNATURE OF BUYER *[Signature]*

VEH. LICENSE NO. *7A1006* STATE *HI* SVC BY *1.1*

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Friends Serv  
Cec Heftel

M 01150

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 102476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	11.10	11.10

UNION 004906

ACCOUNTING COPY

SALES TAX TOTAL 11.10

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF  
CEC HEFTEL

M 00758

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 102476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1.23	6.99	7.50

UNION 004920

ACCOUNTING COPY

SALES TAX TOTAL 7.50

SIGNATURE OF BUYER *[Signature]*

VEH. LICENSE NO. *KA 453* STATE *M* SVC BY *VB*

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00700

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 102476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	100	6.99	7.00

UNION 004919

ACCOUNTING COPY

SALES TAX TOTAL 7.00

SIGNATURE OF BUYER *[Signature]*

VEH. LICENSE NO. *3A-2045* STATE *HI* SVC BY *GI*

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00615

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 102476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	63	7.37	6.15

UNION 004901

ACCOUNTING COPY

SALES TAX TOTAL 6.15

SIGNATURE OF BUYER *[Signature]*

VEH. LICENSE NO. *7A1006* STATE *HI* SVC BY *1.1*

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Friends Serv  
Cec Heftel

M 00890

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 102676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	126	6.99	6.90

UNION 004677

ACCOUNTING COPY

SALES TAX TOTAL 6.90

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends of CEC Heftel

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102076

42558841

MIKES UN SERV HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	78	655	51090

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

**UNION**

504937

ACCOUNTING COPY

SALES TAX TOTAL 655

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER  
*Colleen Johnson*

VEH. LICENSE NO. STATE SVC. BY  
7A 215 HI G1

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	78	655	51090

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

**UNION**

504937

ACCOUNTING COPY

SALES TAX TOTAL 655

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER  
*Colleen Johnson*

VEH. LICENSE NO. STATE SVC. BY  
7A 215 HI G1

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00800

FRIENDS OF CEC HEFTEL

M 00650

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	73	90	6570

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

**UNION**

504911

ACCOUNTING COPY

SALES TAX TOTAL 650

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER  
*M. Klaus*

VEH. LICENSE NO. STATE SVC. BY  
9A 423 HI G1

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	79	70	5530

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

**UNION**

504901

ACCOUNTING COPY

SALES TAX TOTAL 550

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER  
*Colleen Johnson*

VEH. LICENSE NO. STATE SVC. BY  
7A 219 HI G1

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00550

FRIENDS OF CEC HEFTEL

M 00850

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	122	57	6974

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

**UNION**

504805

ACCOUNTING COPY

SALES TAX TOTAL 650

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER  
*Paul Deane*

VEH. LICENSE NO. STATE SVC. BY  
6V 433 HI G1

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Friends of CEC Heftel

M 00865

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	124	70	8680

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

**UNION**

504795

ACCOUNTING COPY

SALES TAX TOTAL 855

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER  
*Colleen Johnson*

VEH. LICENSE NO. STATE SVC. BY  
E 7790 HI G1

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00750

Friends for Lee Heftel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1.5	35	8.50

UNION 76

504947

ACCOUNTING COPY

TOTAL 8.50

SALES TAX

SIGNATURE OF BUYER  
C. Bowen

VEH. LICENSE NO. HA-4437 STATE HI SVC. BY HT CO

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Friends for Lee Heftel

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	176	43.1	13.15

UNION 76

504971

ACCOUNTING COPY

TOTAL 13.15

SALES TAX

SIGNATURE OF BUYER  
C. Bowen

VEH. LICENSE NO. HA-4437 STATE HI SVC. BY HT CO

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00750

Friends for Lee Heftel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1.5	49.7	7.50

UNION 76

504959

ACCOUNTING COPY

TOTAL 7.50

SALES TAX

SIGNATURE OF BUYER  
C. Bowen

VEH. LICENSE NO. K8732 STATE HI SVC. BY HT CO

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00695

Friends for Lee Heftel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1.9	34.1	6.95

UNION 76

504962

ACCOUNTING COPY

TOTAL 6.95

SALES TAX

SIGNATURE OF BUYER  
C. Bowen

VEH. LICENSE NO. HA-4437 STATE HI SVC. BY HT CO

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00775

Friends for Lee Heftel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1.1	65	7.10

UNION 76

504953

ACCOUNTING COPY

TOTAL 7.10

SALES TAX

SIGNATURE OF BUYER  
C. Bowen

VEH. LICENSE NO. HA-2011 STATE HI SVC. BY HT CO

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Friends for Lee Heftel

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	61	49.9	5.65

UNION 76

504783

ACCOUNTING COPY

TOTAL 5.65

SALES TAX

SIGNATURE OF BUYER  
C. Bowen

VEH. LICENSE NO. HA-4437 STATE HI SVC. BY HT CO

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Friends for Lee Heftel

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	61	49.9	5.65

UNION 76

504783

ACCOUNTING COPY

TOTAL 5.65

SALES TAX

SIGNATURE OF BUYER  
C. Bowen

VEH. LICENSE NO. HA-4437 STATE HI SVC. BY HT CO

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

Friends for Lee Heftel

M 00750

FRIENDS FOR Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 101976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	6.97	6.97
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC.			
JCB NO.			
SALES TAX			
TOTAL			7.32

ACCOUNTING COPY

UNION 76 A 004601

SIGNATURE OF BUYER  
*Don Carlson*

VEN. LICENSE NO. STATE SVC BY  
HAWAII HAWAII

OTHER REQUIRED IDENTIFICATION

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	2	6.97	13.94
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC.			
JCB NO.			
SALES TAX			
TOTAL			13.94

ACCOUNTING COPY

UNION 76 A 004821

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00630

FRIENDS OF Cec Heffel

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42558841

MIKES UN SERV HONOLULU HAWAII

DATE 101976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	90	6.97	627.30
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC.			
JCB NO.			
SALES TAX			
TOTAL			636

ACCOUNTING COPY

UNION 76 A 004751

SIGNATURE OF BUYER  
*Max Karay*

VEN. LICENSE NO. STATE SVC BY  
HAWAII HAWAII

OTHER REQUIRED IDENTIFICATION

M 00860

FRIENDS FOR Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 101976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	45	7.65	344.25
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC.			
JCB NO.			
SALES TAX			
TOTAL			344.25

ACCOUNTING COPY

UNION 76 A 004707

SIGNATURE OF BUYER  
*Max Karay*

VEN. LICENSE NO. STATE SVC BY  
HAWAII HAWAII

OTHER REQUIRED IDENTIFICATION

42558841

MIKES UN SERV HONOLULU HAWAII

DATE 102376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	10	7.50	75.00
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC.			
JCB NO.			
SALES TAX			
TOTAL			75.00

ACCOUNTING COPY

UNION 76 A 004829

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00695

FRIENDS FOR Cec Heffel

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42558841

MIKES UN SERV HONOLULU HAWAII

DATE 101976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	99	1.75	172.75
UNION SUPER UNION PREMIUM UNION CUSTOM			
TIRES/BATTERIES/ACCESSORIES/SVC.			
JCB NO.			
SALES TAX			
TOTAL			172.75

ACCOUNTING COPY

UNION 76 A 004771

SIGNATURE OF BUYER  
*Max Karay*

VEN. LICENSE NO. STATE SVC BY  
HAWAII HAWAII

OTHER REQUIRED IDENTIFICATION

FRIENDS OF M 00650

FRIENDS FOR Cec Heffel

M 01050

FRIENDS OF  
Cec Heftel

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42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	10.30	10.30

UNION 004937

ACCOUNTING COPY

SALES TAX: 1.00  
TOTAL: 11.30

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. STATE SVC. BY

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00870

FRIENDS OF  
Cec Heftel

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	5.70	5.70

UNION 004936

ACCOUNTING COPY

SALES TAX: 0.00  
TOTAL: 5.70

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. STATE SVC. BY

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00670

FRIENDS FOR  
Cec Heftel

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42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	96	6.70	6.70

UNION 004921

ACCOUNTING COPY

SALES TAX: 0.00  
TOTAL: 6.70

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. STATE SVC. BY

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00700

FRIENDS FOR  
Cec Heftel

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	160	7.10	7.10

UNION 004924

ACCOUNTING COPY

SALES TAX: 0.00  
TOTAL: 7.10

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. STATE SVC. BY

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	72	5.50	5.50

UNION 004954

ACCOUNTING COPY

SALES TAX: 0.00  
TOTAL: 5.50

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. STATE SVC. BY

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00505

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	96	9.50	9.50

UNION 004744

ACCOUNTING COPY

SALES TAX: 0.00  
TOTAL: 9.50

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. STATE SVC. BY

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

FRIENDS OF  
Cec Heftel

M 00950

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

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FRIENDS OF  
Cec Heftel

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42558041

MIKES UN SERV  
HONOLULU HAWAII

DATE 102076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	97	739	720

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC  
JOB NO.

SALES TAX

ACCOUNTING COPY

TOTAL 720

VER. LICENSE NO. 4-3732 STATE HI SVC BY G1

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

UNION 004654

FORM 3-2873 (NEW 6-73) PRINTED IN U.S.A.

M 00375

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends for Cec Heftel

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 102076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	51	153	78

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC  
JOB NO.

SALES TAX

ACCOUNTING COPY

TOTAL 78

VER. LICENSE NO. 7A-1036 STATE HI SVC BY K0

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

UNION 004683

FORM 3-2873 (NEW 6-73) PRINTED IN U.S.A.

M 00290

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friend for Heftel

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 102076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	47	699	210

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC  
JOB NO.

SALES TAX

ACCOUNTING COPY

TOTAL 210

VER. LICENSE NO. 5A-3353 STATE HI SVC BY K4

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

UNION 004615

FORM 3-2873 (NEW 6-73) PRINTED IN U.S.A.

M 00750

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends of Cec Heftel

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	107	149	750

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC  
JOB NO.

SALES TAX

ACCOUNTING COPY

TOTAL 750

VER. LICENSE NO. 2A-2013 STATE HI SVC BY NO

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

UNION 004953

FORM 3-2873 (NEW 6-73) PRINTED IN U.S.A.

DEALER

42558041

MIKES UN SERV  
HONOLULU HAWAII

DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	125	555	5100

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC  
JOB NO.

SALES TAX

ACCOUNTING COPY

TOTAL 5100

VER. LICENSE NO. 5A-1000 STATE HI SVC BY K0

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

UNION 004946

FORM 3-2873 (NEW 6-73) PRINTED IN U.S.A.

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00900

DEALER

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	124	1110	1110

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC  
JOB NO.

SALES TAX

ACCOUNTING COPY

TOTAL 1110

VER. LICENSE NO. 5A-2178 STATE HI SVC BY K0

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

UNION 004952

FORM 3-2873 (NEW 6-73) PRINTED IN U.S.A.

FRIENDS OF  
Cec Heftel

M 01110

*Friends for Cec Heftel*

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	12	64.9	780

UNION SUPER PREMIUM CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

UNION 003079

ACCOUNTING COPY

TOTAL: 780

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. 645765 STATE HI SVC BY ALL

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

*FRIENDS for Cec Heftel*

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	113	6.9	790

UNION SUPER PREMIUM CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

UNION 003077

ACCOUNTING COPY

TOTAL: 790

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. 61043 STATE HI SVC BY HICHI

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

*FRIENDS OF Cec Heftel*

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	10.1	69.9	750

UNION SUPER PREMIUM CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

UNION 003039

ACCOUNTING COPY

TOTAL: 750

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. 3A4025 STATE HI SVC BY KLI

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

*FRIENDS OF Cec Heftel*

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42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	30	18.7	560

UNION SUPER PREMIUM CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

UNION 003037

ACCOUNTING COPY

TOTAL: 560

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. K-3732 STATE HI SVC BY LLI

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

*Friends for Cec Heftel*

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100976

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	113	6.9	790

UNION SUPER PREMIUM CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

UNION 003057

ACCOUNTING COPY

TOTAL: 790

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. 61043 STATE HI SVC BY HICHI

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

*FRIENDS OF Cec Heftel*

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 102376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.4	69.9	810

UNION SUPER PREMIUM CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.

UNION 004842

ACCOUNTING COPY

TOTAL: 810

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. 61043 STATE HI SVC BY HICHI

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends for Cec Heffel

42558041  
MIKES UN SERV HONOLULU HAWAII  
DATE 101276  
PRODUCT SUPER 76 REGULAR 76 QTY. PRICE AMOUNT  
UNION SUPER UNION PREMIUM UNION CUSTOM  
TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.  
SALES TAX  
TOTAL 7.20  
ACCOUNTING COPY  
SIGNATURE OF BUYER  
VER. LICENSE NO. STATE SVC. BY  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00450  
42558841  
MIKES UN SERV HONOLULU HAWAII  
DATE 101176  
PRODUCT SUPER 76 REGULAR 76 QTY. PRICE AMOUNT  
UNION SUPER UNION PREMIUM UNION CUSTOM  
TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.  
SALES TAX  
TOTAL 4.50  
ACCOUNTING COPY  
SIGNATURE OF BUYER  
VER. LICENSE NO. STATE SVC. BY  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIEND OF Cec Heffel  
M 01000  
42558841  
MIKES UN SERV HONOLULU HAWAII  
DATE 101176  
PRODUCT SUPER 76 REGULAR 76 QTY. PRICE AMOUNT  
UNION SUPER UNION PREMIUM UNION CUSTOM  
TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.  
SALES TAX  
TOTAL 10.00  
ACCOUNTING COPY  
SIGNATURE OF BUYER  
VER. LICENSE NO. STATE SVC. BY  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

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M 00720  
42558041  
MIKES UN SERV HONOLULU HAWAII  
DATE 101076  
PRODUCT SUPER 76 REGULAR 76 QTY. PRICE AMOUNT  
UNION SUPER UNION PREMIUM UNION CUSTOM  
TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.  
SALES TAX  
TOTAL 7.20  
ACCOUNTING COPY  
SIGNATURE OF BUYER  
VER. LICENSE NO. STATE SVC. BY  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends for Cec Heffel  
M 00830  
42558041  
MIKES UN SERV HONOLULU HAWAII  
DATE 101076  
PRODUCT SUPER 76 REGULAR 76 QTY. PRICE AMOUNT  
UNION SUPER UNION PREMIUM UNION CUSTOM  
TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.  
SALES TAX  
TOTAL 9.30  
ACCOUNTING COPY  
SIGNATURE OF BUYER  
VER. LICENSE NO. STATE SVC. BY  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends for Cec Heffel  
M 00645  
42558841  
MIKES UN SERV HONOLULU HAWAII  
DATE 101076  
PRODUCT SUPER 76 REGULAR 76 QTY. PRICE AMOUNT  
UNION SUPER UNION PREMIUM UNION CUSTOM  
TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.  
SALES TAX  
TOTAL 6.95  
ACCOUNTING COPY  
SIGNATURE OF BUYER  
VER. LICENSE NO. STATE SVC. BY  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

friends for Cec Heffel

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42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	8	735	6

UNION 76  
A 503198

ACCOUNTING COPY

TOTAL: 6.50

SIGNATURE OF BUYER: [Signature]

VEH. LICENSE NO: 7A-106 STATE: HI SVC BY: KO

\* CO. IF NOT UNION AUTHORIZATION NO:

OTHER REQUIRED IDENTIFICATION:

FRANCO, M  
Cec Heffel

M 00610

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	21	122	10

UNION 76  
A 503263

ACCOUNTING COPY

TOTAL: 6.10

OTHER REQUIRED IDENTIFICATION:

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	7.2	55	5.0

UNION 76  
A 503211

ACCOUNTING COPY

TOTAL: 5.60

SIGNATURE OF BUYER: [Signature]

VEH. LICENSE NO: CB-576 STATE: HI SVC BY: KO

\* CO. IF NOT UNION AUTHORIZATION NO:

OTHER REQUIRED IDENTIFICATION:

friends for Cec Heffel

M 00635

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11	55	6.31

UNION 76  
B 003005

ACCOUNTING COPY

TOTAL: 6.31

OTHER REQUIRED IDENTIFICATION:

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

friends for Cec Heffel

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	21.7	735	16.00

UNION 76  
A 503203

ACCOUNTING COPY

TOTAL: 16.00

SIGNATURE OF BUYER: [Signature]

VEH. LICENSE NO: SA-350 STATE: HI SVC BY: KO

\* CO. IF NOT UNION AUTHORIZATION NO:

OTHER REQUIRED IDENTIFICATION:

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS FOR  
CEC HEFFEL

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	5.9	694	15

UNION 76  
A 503294

ACCOUNTING COPY

TOTAL: 1.15

SIGNATURE OF BUYER: [Signature]

VEH. LICENSE NO: 6K953 STATE: HI SVC BY: KO

\* CO. IF NOT UNION AUTHORIZATION NO:

OTHER REQUIRED IDENTIFICATION:

Friends of Es Heftel M 00495

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101576

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	115	646	800

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. CB NO.

**Union**

B 004849

ACCOUNTING COPY

TOTAL: 915

SALESTAG

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. STATE SVC BY

# CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00865

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	17	739	6

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. CB NO.

**Union**

B 004839

ACCOUNTING COPY

TOTAL: 866

SALESTAG

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. STATE SVC BY

# CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 01350

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	23	734	50

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. CB NO.

**Union**

A 503319

ACCOUNTING COPY

TOTAL: 177

SALESTAG

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. STATE SVC BY

# CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00815

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	110	730	15

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. CB NO.

**Union**

A 003361

ACCOUNTING COPY

TOTAL: 800

SALESTAG

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO. STATE SVC BY

# CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

FRRIENDS OF

CC C HEFTEL

M 00175

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	111	647	75

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. CB NO.

**Union**

A 503221

ACCOUNTING COPY

TOTAL: 775

SALESTAG

OTHER REQUIRED IDENTIFICATION

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42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 101476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	134	650	35

UNION SUPER UNION PREMIUM UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. CB NO.

**Union**

B 004792

ACCOUNTING COPY

TOTAL: 055

SALESTAG

OTHER REQUIRED IDENTIFICATION

FRRIENDS OF  
CC C HEFTEL

M 01085

17 9 4 1 1 7 3 2 3 0

NON Mio.

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0	0	0	5	0	0	0	5	*
2	0	7	0	5	5	0	6	
6	4	0	3	2	3	3	4	
	1					1	4	
						5	7	

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FRIENDS OF  
CEC HOTEL

42558041  
MIKES UN SERV  
HONOLULU HAWAII  
DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	49.00	49.00

UNION SUPER UNION PREMIUM UNION CUSTOM  
TIRES/BATTERIES/ACCESSORIES/SVC.  
JOB NO.

UNION 76  
B 004882

ACCOUNTING COPY

795

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER  
VEH. LICENSE NO. STATE SVC BY  
\* CO. IF NOT UNION AUTHORIZATION NO.

FRIENDS OF  
CEC HOTEL

42558841  
MIKES UN SERV  
HONOLULU HAWAII  
DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	9.1	69.76	635.00

UNION SUPER UNION PREMIUM UNION CUSTOM  
TIRES/BATTERIES/ACCESSORIES/SVC.  
JOB NO.

UNION 76  
B 004858

ACCOUNTING COPY

035

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER  
VEH. LICENSE NO. STATE SVC BY  
\* CO. IF NOT UNION AUTHORIZATION NO.

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00775

42558041  
MIKES UN SERV  
HONOLULU HAWAII  
DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	87	6.77	610.00

UNION SUPER UNION PREMIUM UNION CUSTOM  
TIRES/BATTERIES/ACCESSORIES/SVC.  
JOB NO.

UNION 76  
A 504851

ACCOUNTING COPY

616

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER  
VEH. LICENSE NO. STATE SVC BY  
\* CO. IF NOT UNION AUTHORIZATION NO.

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF  
CEC HOTEL

42558041  
MIKES UN SERV  
HONOLULU HAWAII  
DATE 101476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	69.16	69.16

UNION SUPER UNION PREMIUM UNION CUSTOM  
TIRES/BATTERIES/ACCESSORIES/SVC.  
JOB NO.

UNION 76  
B 004805

ACCOUNTING COPY

OTHER REQUIRED IDENTIFICATION

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SIGNATURE OF BUYER  
VEH. LICENSE NO. STATE SVC BY  
\* CO. IF NOT UNION AUTHORIZATION NO.

42558041  
MIKES UN SERV  
HONOLULU HAWAII  
DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	74	6.77	610.00

UNION SUPER UNION PREMIUM UNION CUSTOM  
TIRES/BATTERIES/ACCESSORIES/SVC.  
JOB NO.

UNION 76  
A 504871

ACCOUNTING COPY

666

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER  
VEH. LICENSE NO. STATE SVC BY  
\* CO. IF NOT UNION AUTHORIZATION NO.

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00800

42558841  
MIKES UN SERV  
HONOLULU HAWAII  
DATE 101676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.5	6.77	600.00

UNION SUPER UNION PREMIUM UNION CUSTOM  
TIRES/BATTERIES/ACCESSORIES/SVC.  
JOB NO.

UNION 76  
A 504876

ACCOUNTING COPY

600

OTHER REQUIRED IDENTIFICATION

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SIGNATURE OF BUYER  
VEH. LICENSE NO. STATE SVC BY  
\* CO. IF NOT UNION AUTHORIZATION NO.

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF  
CEC HERTZEL

M 00840

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	427	427

UNION 003206

ACCOUNTING COPY

SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. 3A-3753 STATE 41 SVC BY 21

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100876

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	113	199	7106

UNION 003285

ACCOUNTING COPY

SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. 6K-453 STATE HI SVC BY 15

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF  
CEC HERTZEL

M 00840

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	103	95	720

UNION 003199

ACCOUNTING COPY

SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. 6B-5765 STATE HI SVC BY 12

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00640

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	52	156	40

UNION 003429

ACCOUNTING COPY

SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. F-7750 STATE HI SVC BY 11

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00545

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	73	65	41

UNION 003431

ACCOUNTING COPY

SIGNATURE OF BUYER  
*[Signature]* KEMP

VEH. LICENSE NO. 6K-4570 STATE HI SVC BY 10

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	72	55	50

UNION 003236

ACCOUNTING COPY

SIGNATURE OF BUYER  
*[Signature]* KEMP

VEH. LICENSE NO. 6K-4570 STATE HI SVC BY 10

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

FRIENDS OF  
CEC HERTZEL

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

M 00905

M 00500

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

4255801

MIKES UN SERV  
HONOLULU HAWAII

DATE: 100176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	7.6	7.6

UNION 003561

ACCOUNTING COPY

TOTAL: 7.6

SIGNATURE OF BUYER: [Signature]

VEH. LICENSE NO. H-105

STATE: HI

SVC. BY: [Signature]

\* CO. IF NOT UNION: [ ] AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION:

M 00480

4255801

MIKES UN SERV  
HONOLULU HAWAII

DATE: 100176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	6	7.99	4:80

UNION 003551

ACCOUNTING COPY

TOTAL: 4:80

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER: [Signature]

VEH. LICENSE NO. H-9022

STATE: HI

SVC. BY: [Signature]

\* CO. IF NOT UNION: [ ] AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION:

M 00510

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE: 100176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	7	7.99	5:10

UNION 003101

ACCOUNTING COPY

TOTAL: 5:10

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER: [Signature]

VEH. LICENSE NO. H-9907

STATE: HI

SVC. BY: [Signature]

\* CO. IF NOT UNION: [ ] AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION:

M 00460

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE: 100376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	5	85	4:60

UNION 003124

ACCOUNTING COPY

TOTAL: 4:60

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

SIGNATURE OF BUYER: [Signature]

VEH. LICENSE NO. H-516

STATE: HI

SVC. BY: [Signature]

\* CO. IF NOT UNION: [ ] AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION:

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE: 100776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	7.37	7.37

UNION 003456

ACCOUNTING COPY

TOTAL: 7.37

OTHER REQUIRED IDENTIFICATION:

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE: 100776

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	9.90	9.90

UNION 003224

ACCOUNTING COPY

TOTAL: 9.90

OTHER REQUIRED IDENTIFICATION:

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

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M 01400

M 00990

FRIENDS OF  
LES HEFFEL

M 00600

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE 100576

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	6.6	6.00	6.00

UNION 503523

ACCOUNTING COPY

SALES TAX  
TOTAL 6.00

FRIENDS OF  
LES HEFFEL

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE 100176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	7.2	6.00	6.00

UNION 503557

ACCOUNTING COPY

SALES TAX  
TOTAL 6.00

OTHER REQUIRED IDENTIFICATION

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

*Friends of Les Heffel*

M 01200

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE 100676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	16.2	12.00	12.00

UNION 003402

ACCOUNTING COPY

SALES TAX  
TOTAL 12.00

FRIENDS OF  
LES HEFFEL

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE 100176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	16.2	12.00	12.00

UNION 003172

ACCOUNTING COPY

SALES TAX  
TOTAL 12.00

OTHER REQUIRED IDENTIFICATION

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

*Friends of Les Heffel*

M 00500

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE 100676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	7.2	5.00	5.00

UNION 003414

ACCOUNTING COPY

SALES TAX  
TOTAL 5.00

FRIENDS OF  
LES HEFFEL

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE 100676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	9.4	6.00	6.00

UNION 003409

ACCOUNTING COPY

SALES TAX  
TOTAL 6.00

OTHER REQUIRED IDENTIFICATION

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

*Friends of Les Heffel*

M 00660

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV  
HONOLULU HAWAII

DATE 100676

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	9.4	6.00	6.00

UNION 003409

ACCOUNTING COPY

SALES TAX  
TOTAL 6.00

OTHER REQUIRED IDENTIFICATION

FRIENDS for  
McCaffrey

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 100176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	166	497	7.00

UNION 003510

ACCOUNTING COPY

SALES TAX TOTAL 7.95

SIGNATURE OF BUYER: *M. Vargas*

VEN. LICENSE NO. 8072 STATE HI SVC BY HBY

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00710

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 100176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	161	497	7.16

UNION 003466

ACCOUNTING COPY

SALES TAX TOTAL 7.16

SIGNATURE OF BUYER: *M. Vargas*

VEN. LICENSE NO. 8A-2052 STATE HI SVC BY 100

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00660

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 100576

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	13	65	6.60

UNION 503491

ACCOUNTING COPY

SALES TAX TOTAL

SIGNATURE OF BUYER: *M. Vargas*

VEN. LICENSE NO. 2A-218 STATE HI SVC BY HBY

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00860

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 100576

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	117	8	8.60

UNION 503496

ACCOUNTING COPY

SALES TAX TOTAL

SIGNATURE OF BUYER: *M. Vargas*

VEN. LICENSE NO. 5A-1354 STATE HI SVC BY HBY

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

FRIENDS for  
McCaffrey

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 100476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	117	8	8.60

UNION 003517

ACCOUNTING COPY

SALES TAX TOTAL

SIGNATURE OF BUYER: *M. Vargas*

VEN. LICENSE NO. B4943 STATE HI SVC BY HBY

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 00800

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS for  
McCaffrey

42558841

MIKES UN SERV  
HONOLULU HAWAII

DATE 100476

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	117	8	8.60

UNION 003194

ACCOUNTING COPY

SALES TAX TOTAL

SIGNATURE OF BUYER: *M. Vargas*

VEN. LICENSE NO. 5A-334 STATE HI SVC BY HBY

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

M 0100

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF  
COC HOTEL

M 003485

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	74	695.20	

UNION 76  
503434

ACCOUNTING COPY

TOTAL: 530

SIGNATURE OF BUYER: *[Signature]*

VEH LICENSE NO: K453 STATE: HI SVC BY: H260

\* CO. IF NOT UNION AUTHORIZATION NO

OTHER REQUIRED IDENTIFICATION

FRIENDS FOR  
COC HOTEL

M 01440

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	14	14.40	

UNION 76  
003491

ACCOUNTING COPY

TOTAL: 14.40

SIGNATURE OF BUYER: *[Signature]*

VEH LICENSE NO: STATE: HI SVC BY: H260

\* CO. IF NOT UNION AUTHORIZATION NO

OTHER REQUIRED IDENTIFICATION

FRIENDS OF  
COC HOTEL

M 00700

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	10	69.70	7.00

UNION 76  
003493

ACCOUNTING COPY

TOTAL: 7.00

SIGNATURE OF BUYER: *[Signature]*

VEH LICENSE NO: SA2243 STATE: HI SVC BY: H260

\* CO. IF NOT UNION AUTHORIZATION NO

OTHER REQUIRED IDENTIFICATION

FRIENDS FOR  
COC HOTEL

M 00900

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558011  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	12	79.00	9.00

UNION 76  
003478

ACCOUNTING COPY

TOTAL: 9.00

SIGNATURE OF BUYER: *[Signature]*

VEH LICENSE NO: BA2214 STATE: HI SVC BY: H260

\* CO. IF NOT UNION AUTHORIZATION NO

OTHER REQUIRED IDENTIFICATION

FRIENDS OF  
COC HOTEL

M 00825

42558011  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	11	69.75	

UNION 76  
003485

ACCOUNTING COPY

TOTAL: 7.75

SIGNATURE OF BUYER: *[Signature]*

VEH LICENSE NO: 686715 STATE: HI SVC BY: H260

\* CO. IF NOT UNION AUTHORIZATION NO

OTHER REQUIRED IDENTIFICATION

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS FOR  
COC HOTEL

M 00965

42558011  
MIKES UN SERV  
HONOLULU HAWAII

DATE: 100176

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76	12	11.50	

UNION 76  
003503

ACCOUNTING COPY

TOTAL: 13.80

SIGNATURE OF BUYER: *[Signature]*

VEH LICENSE NO: 719231 STATE: HI SVC BY: H260

\* CO. IF NOT UNION AUTHORIZATION NO

OTHER REQUIRED IDENTIFICATION

**NOTICE TO BUYER:** (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

FRIENDS OF Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV HONOLULU HAWAII  
DATE 103076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	136	69.13	9400

UNION 504714  
ACCOUNTING COPY

SIGNATURE OF BUYER  
*M. Kramer*  
VEH. LICENSE NO. 1A-2173 HI STATE HI SVC BY 61  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

M 00620

Friends for Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV HONOLULU HAWAII  
DATE 103076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	54	1.20	64.80

UNION 504724  
ACCOUNTING COPY

SIGNATURE OF BUYER  
*Richard Heffel*  
VEH. LICENSE NO. 6K453 STATE HI SVC BY 07  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

M 00855

friends for Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV HONOLULU HAWAII  
DATE 103076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	123	6.55	805.65

UNION 504637  
ACCOUNTING COPY

SIGNATURE OF BUYER  
*Richard Heffel*  
VEH. LICENSE NO. R4418 STATE HI SVC BY 04  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

M 01260

friends for Cec Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
MIKES UN SERV HONOLULU HAWAII  
DATE 103076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	170	6.80	1156.00

UNION 504729  
ACCOUNTING COPY

SIGNATURE OF BUYER  
*R. Torres*  
VEH. LICENSE NO. 8A-085 STATE HI SVC BY 01  
\* CO. IF NOT UNION AUTHORIZATION NO.  
OTHER REQUIRED IDENTIFICATION

FRIENDS OF Cec Heffel  
42558841  
MIKES UN SERV HONOLULU HAWAII  
DATE 103076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	219	9.00	1971.00

UNION 504642  
ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends for Cec Heffel  
42558841  
MIKES UN SERV HONOLULU HAWAII  
DATE 103076

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	95	7.00	665.00

UNION 504682  
ACCOUNTING COPY

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

Friends of Ces Heffel

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558041  
HIKES UN SERV  
HONOLULU HAWAII

DATE: 110276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	8	7619	670

UNION 503231

ACCOUNTING COPY

TOTAL: 670

SALES TAX: /

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO: SA3353 STATE: HI SVC BY: /

\* CO. IF NOT UNION AUTHORIZATION NO: /

M 00400

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
HIKES UN SERV  
HONOLULU HAWAII

DATE: 110276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76			400

UNION 202910

ACCOUNTING COPY

TOTAL: 400

SALES TAX: /

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO: 3A-301 STATE: HI SVC BY: GI

\* CO. IF NOT UNION AUTHORIZATION NO: /

OTHER REQUIRED IDENTIFICATION: RED SKYLARK

M 01070

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
HIKES UN SERV  
HONOLULU HAWAII

DATE: 110276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	145	729	1070

UNION 803317

ACCOUNTING COPY

TOTAL: 1070

SALES TAX: /

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO: 3A-2035 STATE: HI SVC BY: /

\* CO. IF NOT UNION AUTHORIZATION NO: /

M 00805

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841  
HIKES UN SERV  
HONOLULU HAWAII

DATE: 110276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	11.5	479	5505

UNION 503200

ACCOUNTING COPY

TOTAL: 5505

SALES TAX: /

OTHER REQUIRED IDENTIFICATION

SIGNATURE OF BUYER: *[Signature]*

VEH. LICENSE NO: F7790 STATE: HI SVC BY: /

\* CO. IF NOT UNION AUTHORIZATION NO: /

Friends for  
Ces Heffel

M 00750

Friends of Ces Heffel

M 00850

42558041  
HIKES UN SERV  
HONOLULU HAWAII

DATE: 110276

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	1	761	761

UNION 503210

ACCOUNTING COPY

TOTAL: 761

SALES TAX: /

OTHER REQUIRED IDENTIFICATION

42558841  
HIKES UN SERV  
HONOLULU HAWAII

DATE: 110376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	22	394	850

UNION 803364

ACCOUNTING COPY

TOTAL: 850

SALES TAX: /

OTHER REQUIRED IDENTIFICATION

42558841  
HIKES UN SERV  
HONOLULU HAWAII

DATE: 110376

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	22	394	850

UNION 803364

ACCOUNTING COPY

TOTAL: 850

SALES TAX: /

OTHER REQUIRED IDENTIFICATION

friends for  
see the tel

M 01460

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PARTIAL OF WHICH IS ASSUMED BY UNION OIL COMPANY  
DATE  
110376

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	009	159	1460

UNION SUPER	UNION PREMIUM	UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.	ACCOUNTING COPY	SALES TAX	TOTAL
			1460

SIGNATURE OF BUYER  
*[Signature]*

VEH. LICENSE NO. STATE SVC. BY  
H2178 15 04

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION



**UNION**  
803351

FORM 3-71 (73) (REV. 6-73) PRINTED IN U.S.A.

*Ed W. [Signature]*  
Friends of Oie Heftel

M 00800

NOTICE TO BUYER: (1) Do not sign this charge agreement before you read it (both sides) or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due. I have read this notice, agree to the terms and conditions on the reverse side, and acknowledge receipt of a copy.

42558841

INCLUDES APPLICABLE FEDERAL AND STATE TAXES ON MOTOR VEHICLE FUEL, PARTIAL OF WHICH IS ASSUMED BY UNION OIL COMPANY  
DATE  
110376

MIKES UN SERV  
HONOLULU HAWAII

PRODUCT	QTY.	PRICE	AMOUNT
SUPER 76 REGULAR 76	108	739	800

UNION SUPER	UNION PREMIUM	UNION CUSTOM

TIRES/BATTERIES/ACCESSORIES/SVC. JOB NO.	ACCOUNTING COPY	SALES TAX	TOTAL
			800

SIGNATURE OF BUYER  
*[Signature]*

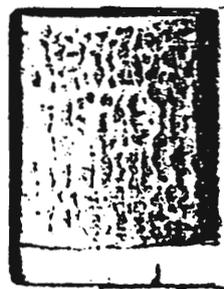
VEH. LICENSE NO. STATE SVC. BY  
E-1674 15 04

\* CO. IF NOT UNION AUTHORIZATION NO.

OTHER REQUIRED IDENTIFICATION

**UNION**  
803365

FORM 3-71 (73) (REV. 6-73) PRINTED IN U.S.A.



7 3 0 4 0 1 3 1 4 2 1

State Senator John Leopold  
Room 223, State Capitol  
Honolulu, Hawaii 96813



Mr. & Mrs. James W. Ganley  
1465 Laamia Street  
Honolulu, Hawaii 96821

EXHIBIT "J"

JOHN LEOPOLD  
6th District



HAWAII STATE SENATE  
HONOLULU 96813

July 20, 1977

Dear Mr. Pietsch:

I have recently returned from Washington, D.C. where I attended meetings of the National Congressional Council, a group of ten Republican candidates who have been selected from across the nation for targeting assistance in the 1978 congressional elections. The Council is sponsored by the National Republican Congressional Committee, which has pledged its maximum financial support to Council members. Future Council meetings will be held in Washington in September and November of this year.

I am writing to personally share the news of my appointment to the Council with you and to point out the urgency of my need for financial assistance.

While in Washington, I learned that there are several campaign activities which I should be conducting in 1977: one is the airing of 30-second TV ads in the months of September, October, November and December; another is the establishment of a phone bank operation which, among other goals, will help build a reservoir of volunteer assistance.

I strongly believe that with much hard work and adequate financial assistance, I can win a Congressional seat in the 1978 General Election, and the encouragement and support I have received from the House Republican leadership in Washington reinforces my confidence.

It is vitally important that I have the confidence and support of the general membership of the Republican Party, and I am, therefore, writing to respectfully request a \$15 campaign contribution. Contributions should be made out to: Committee to Elect John Leopold and sent to me at 700 Richards Street, Apartment 908, Honolulu, Hawaii 96813. Your donation will help in attaining my 1977 budget goal of \$12,000, which is the amount I need to produce and air my TV commercials and set up my phone bank operation this year.

7 3 0 4 0 0 3 4 9 1

Since 1954, Hawaii has been for all practical purposes a one-Party State. During the quarter-century since then, we have grown and prospered, largely due, not to the Democratic Party, but to the coming of Statehood and the jet airplane in 1959. It is hard to turn a Party out in boom times with more of the same in sight, and the Democrats have turned this boom to good advantage to entrench themselves.

I think it can be said with assurance that had an effective opposition existed during the last two decades, there would be less anguish today in those institutions which are being told they can no longer continue as they have become accustomed to living. There is a mad scramble in our State government today to find the money to keep afloat the ship the Democrats built. Borrow it, beg it from Washington, or, as a last resort, extract it from middle-class taxpayers. This situation is exactly what the Democratic Party would like it to be. There is just enough Republican opposition for the Democrats to know we exist. So long as this situation continues it can be said that we have a two-Party system, but only in theory. It will always be so until we Republicans build an organization strong enough to provide effective and constructive opposition.

Hoping to hear from you.

Aloha,



JOHN LEOPOLD  
State Senator

\* COMMITTEE TO ELECT JOHN LEOPOLD \*  
700 Richards Street, Apt. 908  
Honolulu, Hawaii 96813

7 2 7 4 0 0 0 2 4 0 2



8 0 1 0 1 0 4 0

77 NOV 21 AM 11:56

J. N. Watanabe

KOBAYASHI, KOSHIBA & WATANABE  
ATTORNEYS AT LAW  
HAWAII BUILDING, SUITE 814  
745 FORT STREET  
HONOLULU, HAWAII 96813

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

ATTN: Mr. Leland Prince

CERTIFIED  
821818  
MAIL

J. N. Watanabe

KOBAYASHI, KOSHIBA & WATANABE  
ATTORNEYS AT LAW  
HAWAII BUILDING, SUITE 814  
245 FORT STREET  
HONOLULU, HAWAII 96813

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

ATTN: William C. Oldaker, Esq.

**CERTIFIED**

No. 821819

**MAIL**

5 6 7 8 0 0 1 0 8 2



FEDERAL ELECTION COMMISSION

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

November 4, 1977

Jeffrey N. Watanabe, Esquire  
Suite 814, Hawaii Building  
745 Fort Street  
Honolulu, Hawaii 96813

Re: MUR 420 (77)

Dear Mr. Watanabe:

This is to confirm your phone conversations of November 2 and 3, 1977, with Assistant General Counsel Lester Scall and staff member Leland Prince concerning the additional information sent to us by the complainant and your request for an extension of time within which to respond.

Enclosed is a copy of the complainant's letter of October 27, 1977. I understand that Mr. Prince has advised you by phone of these new allegations and that you will address them along with your responses to the earlier allegations.

In view of your need to contact a number of people, and the limited number of common business hours available within which to confer between Hawaii and Washington, D.C., your request for an extension until November 18, 1977, to respond is acceptable.

If you have any additional questions please do not hesitate to contact Mr. Prince at 202-523-4026.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "William C. Oldaker".

William C. Oldaker  
General Counsel

Enclosure





# Telegram

ACC # 1963

1977 NOV -2 PM 5:19

177 NOV 3 AM 5:46

738206

LLA095 WAE176(1628)(2-163151G306)PD 11/02/77 1627  
ICS IPMIIHA IISS  
IISS FM ITT 02 1627  
PMS ST NW WASHINGTON DC  
AWN873 VIA ITT UHA140  
UIWA CO HMHO 173  
HONOLULU 173/162 2 1113  
FEDERAL ELECTION COMMISSION  
1325 K ST NW  
WASHINGTONDC 20463  
ATTN MR LELAND PRINCE  
RE: MUR 420 (77) GENTLEMEN: PURSUANT TO OUR TELEPHONE  
CONVERSATION OF 11/2/77 PLEASE CONSIDER THIS COMMUNICATION  
A FORMAL REQUEST FOR EXTENSION OF TWO (2) WEEKS WITHIN  
WHICH TO RESPOND IN ABOVE ENTITLED MATTER STOP  
REASONS FOR REQUEST AS FOLLOWS:



# Telegram

2-1613516306 1627 PG2

1977 NOV -2 PM 5:19

7 9 0 4 0 0 8 2 4 P

1. FIVE (5) HOUR TIME DIFFERENCE BETWEEN HONOLULU AND WASHINGTON MAKES COMMUNICATIONS DIFFICULT
2. MAIL DELAY MAKES TRANSMISSION OF DOCUMENTS, COMMUNICATIONS ETC. BETWEEN HONOLULU AND WASHINGTON OFTEN A FOUR (4) DAY PROPOSITION
3. ITEM NBR 4 REQUIRES COMMUNICATING WITH PEOPLE IN HONOLULU AND WASHINGTON
4. ITEM 5 REQUIRES A SUBSTANTIAL AMOUNT OF COMPILING STOP RECORDS AND DATA REQUESTED WERE NOT REQUIRED TO BE KEPT IN MANNER REQUESTED AND ARE NOW BEING COMPILED MANUALLY STOP THANK YOU FOR YOUR CONSIDERATION IN THIS MATTER STOP WE HOPE THAT EXTENSION WILL ALLOW US TO PROVIDE FEC WITH THE KIND OF DETAILED INFORMATION REQUIRED TO CLEAR THESE MATTERS TO EVERYONE'S SATISFACTION



# Telegram

2-1613516306 1627 PG3

1977 NOV -2 PM 5: 19

JEFFREY N WATANABE

COL CKED

NNN

NNNN



# Telegram

1329 2-105151-300 WUN 73

17 NO.

5 AM 6:46

2  
3  
0  
1  
1

COMMITTEES:  
EDUCATION AND LABOR  
SUBCOMMITTEES:  
ELEMENTARY, SECONDARY  
AND VOCATIONAL EDUCATION  
SELECT EDUCATION  
POSTSECONDARY EDUCATION  
POST OFFICE AND CIVIL SERVICE  
SUBCOMMITTEES:  
COMPENSATION AND EMPLOYEE  
BENEFITS  
CIVIL SERVICE

CECIL "CEC" HEFTEL  
1ST DISTRICT, HAWAII

Congress of the United States  
House of Representatives  
Washington, D.C. 20515

GCC#1891  
WASHINGTON OFFICE:  
322 CANNON HOUSE OFFICE BUILDING  
WASHINGTON, D.C. 20515  
(202) 225-2726  
DISTRICT OFFICE:  
335 S. MERCHANT STREET  
ROOM 330  
HONOLULU, HAWAII 96813  
(808) 546-8997

RECEIVED  
FEDERAL ELECTION  
COMMISSION  
OCT 27 AM 7:59  
103116

October 25, 1977

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

Re: MUR 420 (77)

Dear Mr. Oldaker:

Please be advised that Mr. Jeffrey N. Watanabe will represent me as counsel of record in the above matter. Mr. Watanabe's address: Suite 814, Hawaii Building, 745 Fort Street, Honolulu, Hawaii 96813; telephone: 808-524-5700.

I anticipate that he will be in touch with you by telephone due to the urgency of time, but we will endeavor to the best of our ability to adhere to the ten day time requirement.

I am sure that Mr. Watanabe will discuss with you the question of whether or not additional time could be made available because of the great lapse of time which occurs in sending correspondence and pertinent material between Honolulu and Washington. The need for time will be particularly true in assimilating the material in answer to Question #5.

Many thanks for your consideration.

Very cordially yours,

  
Cecil "Cec" Heftel  
Member of Congress

/bt

CC: Jeffrey N. Watanabe

105030103

7 3 0 1 1 1 8 3 5 0 2

U.S. HOUSE OF REPRESENTATIVES

WASHINGTON, D.C. 20515

PUBLIC DOCUMENT

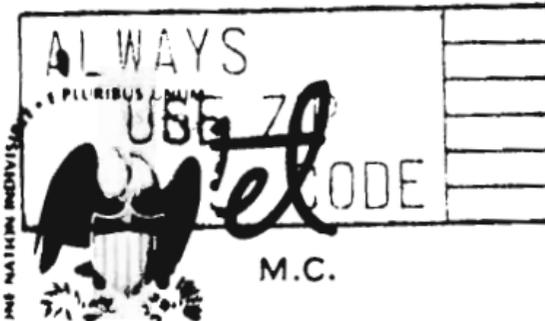
OFFICIAL BUSINESS

7 OCT 27 1977

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



*Oldaker*



20463



FEDERAL ELECTION COMMISSION

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

October 21, 1977

Mr. Alfred Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

Re: MUR 420 (77)

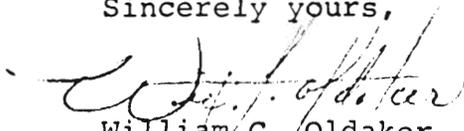
Dear Mr. Pratte:

This letter is to acknowledge receipt of your complaint dated September 13, 1977 concerning Congressman Cecil Heftel. We have numbered your complaint as MUR 420 (77) Please refer to this number in any future correspondence on the matter.

The Commission is seeking to determine whether the matters alleged in your complaint state any violations of the Federal Election Campaign Act of 1971, as amended, and a copy of your complaint has been forwarded to the respondent. If you have any other evidence regarding this matter, please submit it within five days of receipt of this letter.

Please note that 2 U.S.C. §437g(a)(3) enjoins any person from making public the fact of "any notification or investigation" by the Commission until the respondent agrees, in writing, to make the investigation public. The staff member assigned to this matter is Mr. Leland Prince, (202-523-4026). Please do not hesitate to write or call if you have any questions.

Sincerely yours,

  
William C. Oldaker  
General Counsel





FEDERAL ELECTION COMMISSION

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

October 21, 1977

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

The Honorable Cecil C. Heftel  
United States House of Representatives  
Suite 322  
Cannon House Office Building  
Washington, D.C. 20515

Re: MUR 420 (77)

Dear Congressman Heftel:

This letter is to notify you that the Federal Election Commission has received a complaint against you, the Friends for Cecil Heftel Committee, and station KGMB, which we have numbered MUR 420 (77). A copy of the complaint is enclosed.

If the allegations alleged in the complaint are taken as true, then the Commission has reason to believe a violation of 2 U.S.C. §441b has occurred. Section 441b of Title 2, United States Code, prohibits corporations from making, and candidates and committees from knowingly accepting, contributions or expenditures in connection with a Federal election. This includes in-kind contributions.

Under the Federal Election Campaign Act, as amended, the Commission must consider such matters expeditiously. Accordingly, please submit within ten (10) days of receipt of this letter any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. In addition to any such information you wish to provide, the Commission requests that you answer the questions on the attached sheet by way of a notarized statement. Please submit this information within ten (10) days. If you intend to be represented by counsel in this matter, please notify the Commission in writing.



105081001



FEDERAL ELECTION COMMISSION

QUESTIONS FOR CECIL HEFTEL  
IN CONNECTION WITH  
MUR 420 (77)

QUESTION #1: Please state the name, address and telephone number of your campaign committee official who supervised campaign arrangements with station KGMB.

QUESTION #2: Please state the names, addresses and telephone numbers of KGMB employees, if any, who assisted in moving campaign material. In connection with such moves, please set out:

- (a) The dates the move(s) was made;
- (b) The length of time and distance(s) involved;
- (c) The vehicles and other equipment used;
- (d) In this latter connection, we have noted that your campaign committee reported to the Commission expenditures to KGMB for moving on March 17, 1977.

QUESTION #3: Please state whether you, or your committee used KGMB equipment and personnel for purposes other than routine news coverage at the University of Hawaii or at any other location. If so, please set out:

- (a) The date(s) and time(s) of this use;
- (b) The amount of payment for the equipment and personnel and whether such expenditure(s) was reported;
- (c) If tapes were made of such activities, whether and when they were aired.

QUESTION #4: Please state whether Edwin Wong, Barbara Tyers, Sylvia Tanabe, and Richard Cramer were employed by KGMB during your campaign and whether they performed any work for your campaign. If so, please set out:

- (a) Their positions at the station then and at the present time;
- (b) The kind, duration and hours of campaign work they performed;
- (c) Their status with KGMB during the time they performed such work, i.e., were they taken off salary, put on special leave, or did they work during their free time. In this connection, please submit supporting documentation such as leave records and/or pay sheets.

QUESTION #5: Please state whether any of your campaign advertisements were aired on KGMB radio or television and, if so

- (a) The date(s) of such airings
- (b) What, if anything, was paid for such airings.

79010082507



## FEDERAL ELECTION COMMISSION

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

October 14, 1977

MEMORANDUM TO: CHARLES STEELE  
FROM: MARJORIE W. EMMONS  
SUBJECT: MUR 420 (77) - First General Counsel Report

The above-mentioned document was circulated to the Commissioners on October 11, 1977 and a memorandum was sent to you on October 12, 1977, stating that as of 10:00 a.m., that date, no objections had been received.

Please note the attached comments from Commissioner Tiernan which are dated October 12, 1977. However, these comments were not received in the Office of Commission Secretary until sometime after 4:30, October 13, 1977.

1977 OCT 13 2 50 PM '77





FEDERAL ELECTION COMMISSION

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

DATE AND TIME OF TRANSMITTAL Oct 11-9:00

Commissioner Turnman

RETURN TO OFFICE OF COMMISSION SECRETARY BY: 9:00 - Oct 12

MUR No. 420 (77)

( ) I object to the recommendation in the attached report.

COMMENTS: There is no objection to the recommendation  
in the attached report. However, Commissioner Turnman's  
office would like to speak to Les Scall before letters  
to Respondent and complainant are sent.

Date 10/12/77 Signature Robert O. Turnman

OBJECTIONS, SIGNED AND DATED, MUST BE RECEIVED IN THE COMMISSION SECRETARY'S OFFICE NO LATER THAN THE DATE AND TIME SHOWN ABOVE OR THE MATTER WILL BE DEEMED APPROVED. PLEASE RETURN ALL PAPERS TO THE OFFICE OF THE SECRETARY TO THE COMMISSION.

78040032501







FEDERAL ELECTION COMMISSION

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

October 12, 1977

MEMORANDUM TO: CHARLES STEELE  
FROM: MARJORIE W. EMMONS *MWE*  
SUBJECT: MUR 420 (77) - First General Counsel's Report

The above-mentioned document was circulated to the Commissioners on October 11, 1977.

As of 10:00 a.m., October 12, 1977, no objections have been received in the Office of Commission Secretary to the recommendation of the staff that reason to believe be found regarding Congressman Cecil Heftel.



October 7, 1977

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 420 (77)

Please have the attached 7 Day Report on MUR 420 distributed to the Commission on a 24 hour no-objection basis.

Thank you.

78040082512

FEDERAL ELECTION COMMISSION  
1325 K Street N.W.  
Washington, D.C. 20463

FIRST GENERAL COUNSEL'S REPORT

DATE AND TIME OF TRANSMITTAL  
BY OGC TO THE COMMISSION \_\_\_\_\_

MUR NO. 420 (77)  
DATE COMPLAINT RECEIVED  
BY OGC September 19, 1977

ATTORNEY \_\_\_\_\_

STAFF MEMBER: PRINCE

COMPLAINANT'S NAME: Paul Alfred Pratte

RESPONDENT'S NAME: Congressman Cecil Heftel

RELEVANT STATUTE: 2 U.S.C. §441b

INTERNAL REPORTS CHECKED: Public Records

FEDERAL AGENCIES CHECKED: None

SUMMARY OF ALLEGATIONS

Complainant set out several activities of Congressman Cecil Heftel, his campaign committee and KGMB, a Honolulu radio and television station, which "amounted to an illegal in-kind corporate contribution" by the station. Congressman Heftel is president of the station.

PRELIMINARY LEGAL ANALYSIS

Complainant first submitted a complaint to the U.S. Attorney in Hawaii on March 4, 1977; the Commission received it on June 29, through the Department of Justice. The complaint was not notarized; therefore, the Commission determined (on July 28, 1977) that it could not act upon it unless the complaint was notarized. We advised complainant of this by letter dated August 4, 1977 and on September 13, 1977 a notarized complaint was submitted. The allegations in this complaint, which are more specific than in the original one, can be summarized as follows:

1. Candidate Heftel directed KGMB employees Jose Uson and John Doe\* to use corporate vehicles to move furniture and campaign materials during two specified time periods: June 15 - July 15, 1976 and November 1-15, 1976.

\*By stating the name, "John Doe," it is not clear whether complainant Pratte means someone actually by this name, or an unknown person or persons.

PRELIMINARY LEGAL ANALYSIS CONTINUED

Our initial check of reports filed by the Friends for Cecil Heftel Committee (the Committee) shows an expenditure of \$275.50 for moving expenses to KGMB-TV. This, however, was reported on March 17, 1977. In view of these discrepancies, we would have to obtain additional information.

2. Candidate Heftel "may have" used Heftel Corporation employees Barbara Tyers, Sylvia Tanabe, Edward Wong and Richard Cramer for political purposes while they were still employees of the corporation.

The Committee reported expenditures of approximately \$1,115 to Mrs. Tanabe for coordinating and consulting during 1976; miscellaneous expenditures of approximately \$1,070 to Edwin Wong; and expenditures of approximately \$400 to Ms. Tyers for press and publicity. There is no reported expenditure to a Richard Cramer. We would need to obtain additional information to determine whether the use of these individuals constituted a corporate contribution by KGMB. See §100.4(a)(B)(5)(i)(A), (B) (C), (ii), and (iii) of the Commission's Regulations.

3. Heftel Corporation video tape machines were used at the University of Hawaii in September or October, 1976 for political purposes.

While the Committee reported an expenditure of \$100 for a fundraiser at the University of Hawaii and expenditures of \$350 to KGMB-TV for office supplies, both in August, 1976, there is no other expense that corresponds to the allegation. We would need to obtain additional information about this incident to determine whether it was an impermissible use of corporate facilities by the candidate.

4. On September 18, 1976, Heftel requested station employees to insert one of his political advertisements into regular programming. While complainant provides a date for this request, there is insufficient information to check it with committee reports. Again, we would have to obtain additional information.

Complainant concludes by saying that he "can locate no record of the Heftel Corporation being reimbursed for use of these corporation-owned vehicles, machinery, or employees."

We think the allegations indicate there is Reason to Believe that the corporation made, and the committee received, illegal corporate contributions.

RECOMMENDATION

Find Reason to Believe the Committee and the Heftel Corporation violated 2 U.S.C. §441b; send attached letter with questions to Congressman Heftel.

1 Attachment



UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

JUN 28 1977

RECEIVED  
FEDERAL ELECTION COMMISSION  
JUN 28 5 41 9:15

Address Reply to the  
Division Indicated  
and Refer to Initials and Number  
BRC:PHH:LMB:ph

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

770900

Dear Mr. Oldaker:

On March 7, 1977, Harold M. Fong, the United States Attorney for the district of Hawaii, referred the attached complaint to the Public Integrity Section's Election Unit. The complaint alleges a possible violation of 2 U.S.C. 441(b), in that recently elected United States Congressman Cecil Heftel may have improperly used personnel and other resources of television station KGMB-TV to further his political campaign.

As this matter falls more appropriately within the Commission's jurisdiction, we are referring it to you. Should your investigation reveal knowing and willful violations of Federal election laws exceeding the \$1,000 jurisdictional minimum for criminal sanctions, we would appreciate being advised of any action the Commission decides to take. We are also sending a copy of this letter to the Federal Communications Commission, for whatever action it deems appropriate.

If this Section can be of further assistance to you, please do not hesitate to contact us.

Sincerely,

BENJAMIN R. CIVELETTI  
Assistant Attorney General  
Criminal Division

BY: THOMAS H. HENDERSON, JR.  
Chief, Public Integrity Section

73010082515

Attachment

12

March 4, 1977

Honorable Harold Fong, Esq.  
U. S. Attorney for the District of Hawaii  
The Federal Building  
Honolulu, Hawaii 96813

Dear Mr. Fong:

The undersigned recently instigated an inquiry by the Honolulu Media Council into the use of a major TV station in Hawaii (KGMB-TV) by its principal owner (Cecil Heftel) for personal political advantage in last fall's congressional campaign. In the course of the campaign I alleged that as station owner and president of Heftel Broadcasting, Heftel misused his power and authority and amongst other things utilized KGMB vans, vehicles and employees to assist in setting up and dismantling his congressional political headquarters on Cooke Street in Honolulu.

In a written reply to these charges under date of February 15, 1977 on page 4, inter alia, Mr. Robert Sevey, combination president of the company and news director made the following statement:

"KGMB vehicles were used to move furniture and equipment into Mr. Heftel's campaign headquarters. He owns the vehicles and the right to use them."

While conceivable, it is unlikely that the vehicles concerned were personally owned by Mr. Heftel. Instead they were probably corporate vehicles. If Mr. Heftel personally, or with campaign funds paid KGMB (or the owner of the vehicles) a reasonable sum therefor, such would be a valid use of the vehicles. I have screened Mr. Heftel's campaign expenditure reports for the period and find no specific indication that either he or his campaign committee made any such payments for the use of these services from his business corporation.

Under these circumstances, I believe that there is a very real possibility that Mr. Heftel, in directing the use of corporate vehicles for personal political purposes, violated the provisions of Section 441 (b) of Title 2 of the U. S. Code.

An appropriate investigation of the facts would seem to be in order.

Very truly yours,



Alf Pratte  
1995 Halekoa Drive  
Honolulu, Hawaii 96821

7 9 0 4 0 0 8 2 5 1 5

MUR 420-6

980 #1491

September 13, 1977

FEDERAL ELECTION COMMISSION

'77 SEP 19 AM 9:01

770751

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

RE: HEFTEL BROADCASTING CORP. and HEFTEL BROADCASTING HONOLULU INC. -  
In kind corporate contributions to Congressional candidate,  
Cecil Heftel.

Dear Mr. Oldaker:

Thank you very much for your August 4 reply to my complaint of March 4, 1977 concerning the use of Heftel Broadcasting Corp. property and personnel during Mr. Cecil Heftel's 1976 campaign for the U. S. Congress.

I regret I did not follow the precise regulations outlined under the Federal Election Campaign Act in submitting my original complaint. The U. S. District Attorney did not call the formal procedures of presenting the complaint to my attention. Nor were these matters brought to my attention in your July 7 letter detailing your "MUR" matter under review process. Further, even in your August 4 letter you failed to include a copy of the 1971 Federal Election Campaign Act as amended as you stated. At your request, I have since phoned your office requesting said regulations.

All of this procedural delay does not change the fact of the violations I mentioned earlier or violations which have since been reported. Certainly, the after-the-fact Heftel check that you mention cannot be viewed as anything other than an attempt at a cover-up.

With this background in mind, I will make my formal complaint against Representative Cecil Heftel.

- A. Paul Alfred Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821  
(808) 737-3803
- B. Mr. Cecil Heftel, as a candidate for Congress and President of the corporation that owned and operated FCC licensed KGMB-TV and Radio, utilized corporate assets and employees in pursuing campaign objectives, which activities amounted to an illegal in-kind corporate contribution.

23017082517

Mr. William C. Oldaker  
September 13, 1977  
Page Two

1. Between June 15 and July 15, 1976, under Heftel's direction, employees Jose Uson and John Doe and vehicles white Datsun or Toyota pickup - Hawaii license 513-028; blue Dodge panel - license number 523-479 were used to move furniture and other materials into Heftel's 1976 campaign headquarters at 811 Cooke Street, Honolulu, Hawaii.
2. September 18, 1976 -- Mr. Heftel phoned unidentified station employee requesting that one of his taped personal political advertisements be inserted into regular programming.
3. Between November 1 and November 15, 1976, Mr. Heftel or his agents instructed KGMB employees Jose Uson and John Does to move campaign material to KGMB radio at 1599 Kapiolani Boulevard from campaign headquarters at 811 Cooke Street, Honolulu, Hawaii.
4. In addition, it has been brought to my attention that the following persons may have been utilized for political campaign purposes between July and November, 1976, while still employed by the Heftel Corporation: Mr. Edward Wong, Ms. Barbara Tyers, Ms. Sylvia Tanabe and Mr. Richard Cramer.
5. There are also reports that Heftel Corporation video-tape machines were used for political purposes at the University of Hawaii campus center for two days in the months of September or October, 1976.

I can locate no record of the Heftel Corporation being reimbursed for use of these corporation-owned vehicles, machinery or employees.

I am filing this complaint on my own behalf as a citizen interested in government and private corporation ethics in political campaigns and not at the request or on behalf of any candidate for any office.

Subscribed and sworn to before  
me this 14<sup>th</sup> day of September,  
1977.

*Linda A. Takushi*  
Notary Public, First Judicial  
Circuit, State of Hawaii

Sincerely,

*Paul Alfred Pratte*  
Paul Alfred Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

My commission expires: 10-23-78

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FEDERAL ELECTION COMMISSION

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

Mr. Alfred Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

Re: MUR 420 (77)

Dear Mr. Pratte:

This letter is to acknowledge receipt of your complaint dated September 13, 1977 alleging violations of the Federal Election Campaign Act of 1971, as amended, by Congressman Cecil Heftel. We have numbered your complaint as MUR 420(77). Please refer to this number in any future correspondence on the matter.

The Commission has Reason to Believe that the matters alleged in your complaint state a violation of 2 U.S.C. §441b. Accordingly, the Commission has opened a preliminary investigation into your allegations. A copy of your complaint has been forwarded to the respondent who has been asked to submit any relevant materials within ten days. If you have any other evidence regarding this matter, please submit it within five days of receipt of this letter.

Please note that 2 U.S.C. §437g(a)(3) enjoins any person from making public the fact of "any notification or investigation" by the Commission until the respondent agrees, in writing, to make the investigation public. The staff member assigned to this matter is Mr. Leland Prince, (202) 523-4026. Please do not hesitate to write or call if you have any questions.

Sincerely yours,

William C. Oldaker,  
General Counsel

WCO:jet





FEDERAL ELECTION COMMISSION

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

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

The Honorable Cecil C. Heftel  
UNITED STATES HOUSE OF REPRESENTATIVES  
Suite 322 - Cannon House Office Building  
Washington, D.C. 20515

Re: MUR 420(77)

Dear Congressman Heftel:

This letter is to notify you that the Federal Election Commission has received a complaint against you, the Friends for Cecil Heftel Committee, and station KGMB, which we have numbered MUR 420(77). A copy of the complaint is enclosed.

The Commission has found Reason to Believe that a violation of 2 U.S.C. §441b has occurred. Section 441b of Title 2, United States Code, prohibits corporations from making, and candidates and committees from knowingly accepting, contributions or expenditures in connection with a Federal election. This includes in-kind contributions.

Under the Federal Election Campaign Act, as amended, the Commission must consider such matters expeditiously. Accordingly, please submit within ten (10) days of receipt of this letter any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. In addition to any such information you wish to provide, the Commission requests that you answer the questions on the attached sheet by way of a notarized statement. Please submit this information within ten (10) days. If you intend to be represented by counsel in this matter, please notify the Commission in writing.

790400B2529



You will be sent copies of all correspondence received by the Commission from the complainant in this matter.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3) unless you authorize the Commission, in writing, to make the investigation public. If you have any questions concerning this matter, please contact Mr. Leland Prince (202) 523-4026, the staff member assigned to this case.

Sincerely yours,

William C. Oldaker,  
General Counsel

WCO:jet

Enclosures a/s

7 2 2 1 0 3 1 5 2 1

FEDERAL ELECTION COMMISSION

QUESTIONS FOR CECIL HEFTEL  
IN CONNECTION WITH  
MUR 420(77)

QUESTION #1: Please state the name, address and telephone number of your campaign committee official who supervised campaign arrangements with station KGMB.

QUESTION #2: Please state the names, addresses and telephone numbers of KGMB employees, if any, who assisted in moving campaign material. In connection with such moves, please set out:

- (a) The dates the move(s) was made;
- (b) The length of time and distance(s) involved;
- (c) The vehicles and other equipment used;
- (d) In this latter connection, we have noted that your campaign committee reported to the Commission expenditures to KGMB for moving on March 17, 1977.

QUESTION #3: Please state whether you, or your committee used KGMB equipment and personnel for purposes other than routine news coverage at the University of Hawaii or at any other location. If so, please set out:

- (a) The date(s) and time(s) of this use;
- (b) The amount of payment for the equipment and personnel and whether such expenditure(s) was reported;
- (c) If tapes were made of such activities, whether and when they were aired.

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QUESTION #4: Please state whether Edwin Wong, Barbara Tyers, Sylvia Tanabe, and Richard Cramer were employed by KGMB during your campaign and whether they performed any work for your campaign. If so, please set out:

- (a) Their positions at the station then and at the present time;
- (b) The kind, duration and hours of campaign work they performed;
- (c) Their status with KGMB during the time they performed such work, i.e., were they taken off salary, put on special leave, or did they work during their free time. In this connection, please submit supporting documentation such as leave records and/or pay sheets.

QUESTION #5: Please state whether any of your campaign advertisements were aired on KGMB radio or television and, if so

- (a) The date(s) of such airings
- (b) What, if anything, was paid for such airings.

20010001523

SEP 20 1977

MEMORANDUM TO: Marge Emmons  
FROM: William Oldaker  
RE: MUR 420 (77)

The complainant in the above matter has complied with our request for a notarized complaint, rendering it inappropriate to close the file, as recommended, at this time. Therefore we request that this matter be removed from the Executive Session agenda of September 22nd.

78040082524

September 15, 1977

MEMORANDUM TO: Marge Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 420 (77)

Please have the attached General Counsel's Report on MUR 420 (77) distributed to the Commission and placed on the Compliance Agenda for the Commission meeting of September 22, 1977.

Thank you.

78040082525

Before The Federal Election Commission  
September 15, 1977

In the Matter of ) MUR 420 (77)  
Congressman Cecil Heftel )  
)

General Counsel's Report

I. Summary of Allegations

Complainant alleged, in a unnotarized statement dated March 4, 1977, that Congressman Cecil Heftel of Hawaii misused his position as president and owner of KGMB TV for personal political advantage. He alleged that Heftel "utilized KGMB vans, vehicles and employees to assist in setting up and dismantling his congressional political headquarters on Cooke Street in Honolulu." This indicated possible violations of 2 U.S.C. §441b(a).

II. Evidence

Complainant first submitted his complaint to the United States Attorney in Hawaii, who referred it to the Department of Justice. On June 29, 1977, the Department of Justice forwarded the complaint to the Commission. On July 28th the Commission determined that it could not act on this complaint unless the complainant complied with the notarization requirement under 2 U.S.C. §437g(a)(1) and (2). On August 4th we sent a letter to the complainant advising him of this finding and setting out the requirements for filing a proper notarized complaint. As of this date, we have not received a response.

III. Analysis

In view of the fact that the complainant has not responded to our August 4th letter and has not submitted a notarized statement, we cannot proceed with the processing of his complaint.

IV. Recommendation

We recommend that the Commission find no reason to believe a violation of 2 U.S.C. §441b has occurred; close the file and send the attached letters.

9/15/77  
Date

  
William C. Oldaker  
General Counsel

79040082517



FEDERAL ELECTION COMMISSION

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

The Honorable Cecil L. Heftel  
House of Representatives  
322 Cannon House Office Bldg.  
Washington, D.C. 20515

Re: MUR 420 (77)

Dear Congressman Heftel:

I am forwarding the enclosed complaint pursuant to section 437g(a)(2) of the Federal Election Campaign Act of 1971, as amended.

As shown by the attached copy of my letter to the complainant, the Commission has found there is no reason to believe that any statute within its jurisdiction has been violated and has closed its files in this matter.

If you have any questions please write or call Leland Prince, (202) 523-4026 the staff member assigned to this matter.

Sincerely yours,

William Oldaker  
General Counsel





FEDERAL ELECTION COMMISSION

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

Mr. Alf Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

Re: MUR 420 (77)

Dear Mr. Pratte:

This is to inform you of the latest development regarding your complaint which alleged Election Law violations by Congressmen Cecil Heftel.

Because you have not responded to our letter of August 4, 1977 or submitted a properly notarized complaint, the Commission has found there is no reason to believe that any statute within its jurisdiction has been violated and has closed its files in this matter.

Should additional information come to your attention which you believe establishes a violation of the Federal Election Campaign Act, please contact Leland Prince, telephone number (202)-523-4026 the staff member assigned to this matter.

Sincerely yours,

William Oldaker  
General Counsel



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FEDERAL ELECTION COMMISSION

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

August 4, 1977

Mr. Alf Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

Dear Mr. Pratte:

This is in further response to your complaint of March 4, 1977 which had been referred to the Federal Election Commission from the Department of Justice.

Under the Federal Election Campaign Act, as amended, 2 U.S.C. §437g(a)(1), the Commission is not empowered to take action unless complaints are signed and sworn to by the complainant, and notarized. Under §111.2 of the Commission's regulations, it is also required that a complaint contain: (1) The full name, address and telephone number of the complainant; (2) a clear and concise statement of the acts which are alleged to constitute a violation of the Federal Election Campaign Act of 1971; (3) any documentation of allegations of the complaint available to the complainant; and (4) an assertion that the person complaining, if not a candidate, is not filing the complaint on behalf of or at the request of a candidate, unless such is the fact, in which case it shall be set forth. While your complaint is signed and contains your address, it could not be acted upon by the Commission unless it is sworn to and notarized and contains the statement set out in item (4) above. We are, therefore, returning your complaint to you so that you may submit it in the manner prescribed by law.

Should you choose to resubmit your complaint, it would be helpful if you could be as specific as possible concerning the charges you make. For example, such specifics might include the dates when KGMB-TV "vans, vehicles and employees (assisted) in setting up and dismantling (Mr. Heftel's) congressional political headquarters on Cooke Street. . . " and the number of vans, vehicles and employees used. In addition, in order for the Commission to consider your allegations that Mr. Heftel used KGMB-TV "for personal



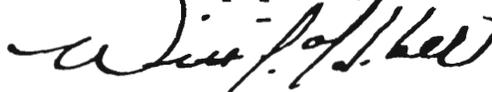
political advantage" and "misused his power and authority" as station owner and president, you would have to specify just how this occurred and include with this your assertion that such acts violated the Federal Election Campaign Act of 1971.

Finally, you should be aware of some public record information that has a bearing on another part of your originally submitted complaint. You charged that Mr. Heftel failed to report his moving expenses. A check of records at the Commission indicates that a report of \$275.50 in moving expenses, payable to KGMB-TV, had been filed by the Friends of Heftel Committee on March 17, 1977. This filing was after you had submitted your complaint.

In the interests of complying with the above procedures, a copy of the Federal Election Campaign Act of 1971, as amended, and a copy of the Commission's regulations are enclosed with this letter.

If you have any questions, please feel free to contact me or Leland Prince (202/523-4000), the staff member assigned to this matter.

Sincerely yours,



William C. Oldaker  
General Counsel

8-1-77

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complaint was unnotarized  
Commission determined  
that improper complaint  
letter should be sent  
out to complainant



FEDERAL ELECTION COMMISSION

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

July 22, 1977

MEMORANDUM TO: CHARLES STEELE

FROM:

MARJORIE W. EMMONS

*MRE by js*

SUBJECT:

MUR 420 (77)

The above-mentioned document was transmitted to the Commissioners on July 22, 1977 at 12:40 p.m.

Chairman Harris submitted an objection at 2:45, July 22, 1977.

Note his comments on the attached circulation sheet.

MUR 420 (77) has been placed on the Compliance Agenda for Thursday, July 28, 1977.



July 21, 1977

MEMORANDUM TO: Marjorie Emmons  
FROM: Elissa T. Garr  
SUBJECT: MUR 420 (77)

Please distribute the attached 48 Hour Report on  
MUR 420 (77) on a 24 hour no-objection basis.

Thank you.

78040082534

FEDERAL ELECTION COMMISSION  
Washington, D. C.

48 HOUR GENERAL COUNSEL REPORT

MUR NO. 420 (77)

DATE AND TIME OF TRANSMITTAL  
BY OGC TO THE COMMISSION \_\_\_\_\_

DATE COMPLAINT RECEIVED  
BY OGC July 5, 1977

ATTORNEY Leland Prince

Complainant's Name: Alf Pratt

Respondent's Name: Congressman Cecil Heftel

Relevant Statute: §441b(a)

Internal Reports Checked: Public Records Federal Agencies Checked Referred from Justice

SUMMARY OF ALLEGATION

Complainant in a notarized statement alleges that respondent misused his position as president and owner of KGMB TV for personal political advantage. Complainant alleges that Heftel "utilized KGMB vans, vehicles and employees to assist in setting up and dismantling his congressional political headquarters on Cooke Street in Honolulu." Complainant checked the reports filed by Heftel and his committee, but failed to find an expenditure for these services reported.

PRELIMINARY LEGAL ANALYSIS

An initial check of the reports filed by the Friends of Cecil Heftel Committee showed that an expenditure of \$275.50 to KGMB TV for moving was reported. This expenditure was reported on March 17th which was several days after the complaint had originally been filed. However, the allegations that "vans, vehicles and employees" were used, coupled with the fact that respondent is president and owner of KGMB, suggests the possibility of a charge which is "below the usual and normal charge for the goods or services" [See Regs. Part 100.4(iii)(A)]. Thus, KGMB may have made a corporate contribution in violation of 2 U.S.C. §441b(a).

RECOMMENDATION

Find reason to believe a violation of 2 U.S.C. §441b(a) has occurred; send attached letters.

Date of Next Commission Review:



FEDERAL ELECTION COMMISSION

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

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Congressman Cecil Heftel  
355 S Merchant Street  
Honolulu, Hawaii 96813

Re: MUR 420(77)

Dear Congressman Heftel:

This letter is to notify you that the Federal Election Commission has received a complaint against you which alleges certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). We have numbered this matter MUR 420(77). A copy of the complaint is enclosed. The Commission has reason to believe that the matters alleged therein state a violation of 2 U.S.C. §441b(a).

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Although the complainant stated that no expenditure reflecting the cost of your move was reported, our staff has noted that you did report an expenditure of \$275.50 for moving on March 17, 1977. However, we need additional information in order to determine whether the complainant's other allegations have any merit.

Specifically, it would be helpful to the Commission's analysis if you could state, in a notarized statement:

- (1) The number of moves of your campaign headquarters made by station KGMB TV; and for each such move -
- (2) the number of workers used and their normal job duties and pay rates at the TV station;
- (3) the time taken to complete;
- (4) the distance involved; and
- (5) the dates.



The Commission is under a duty to investigate this matter expeditiously; therefore, your response should be submitted within ten days after receipt of this notification. You will be sent copies or summaries of all correspondence received by the Commission from the complainant concerning this matter. If you have any questions, please contact Leland Prince (telephone no. 202/523-4026), the staff member assigned to this case.

Sincerely yours,

William C. Oldaker  
General Counsel

770410082537



FEDERAL ELECTION COMMISSION

1125 K STREET, N.W.  
WASHINGTON, D.C. 20063

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Mr. Alf Pratt  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

Re: MUR 420(77)

Dear Mr. Pratt:

We have completed a preliminary review of your complaint and have numbered it as MUR 420. Please refer to this number in any further correspondence.

A copy of your complaint has been forwarded to the respondent. If you have any further evidence you wish to make available to us, please submit it within five days of your receipt of this letter.

Please note that 2 U.S.C. §437g(a)(3) enjoins any person from making public the fact of "any notification or investigation" by the Commission until the respondent agrees in writing to make public the investigation. The staff member assigned to this matter is Leland Prince (telephone no. 202/523-4026). Please do not hesitate to write or call if you have any further questions.

Sincerely yours,

William C. Oldaker  
General Counsel





FEDERAL ELECTION COMMISSION

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

July 7, 1977

Mr. Alf Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

Dear Mr. Pratte:

This is to acknowledge receipt of your complaint of March 4, 1977 (referred from the Department of Justice), alleging violations of the Federal Election Campaign Laws. A staff member has been assigned to analyze your allegations and a recommendation to the Federal Election Commission as to how this matter should be handled will be made shortly. You will be notified as soon as the Commission determines what action should be taken. For your information, we have attached a brief description of the Commission's preliminary procedures for handling complaints.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Charles N. Steele".

Charles N. Steele  
Acting General Counsel



MUR 420



UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

JUN 29 1977

FEDERAL ELECTION COMMISSION  
77 JUL 5 AM 9:16

Address Reply to the  
Division Indicated  
and Refer to Initials and Number  
BRC:THH:LMB:ph

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

772902

Dear Mr. Oldaker:

On March 7, 1977, Harold M. Fong, the United States Attorney for the district of Hawaii, referred the attached complaint to the Public Integrity Section's Election Unit. The complaint alleges a possible violation of 2 U.S.C. 441(b), in that recently elected United States Congressman Cecil Heftel may have improperly used personnel and other resources of television station KGMB-TV to further his political campaign.

As this matter falls more appropriately within the Commission's jurisdiction, we are referring it to you. Should your investigation reveal knowing and willful violations of Federal election laws exceeding the \$1,000 jurisdictional minimum for criminal sanctions, we would appreciate being advised of any action the Commission decides to take. We are also sending a copy of this letter to the Federal Communications Commission, for whatever action it deems appropriate.

If this Section can be of further assistance to you, please do not hesitate to contact us.

Sincerely,

BENJAMIN R. CIVILETTI  
Assistant Attorney General  
Criminal Division

By: *Thomas H. Henderson, Jr.*  
THOMAS H. HENDERSON, JR.  
Chief, Public Integrity Section

Attachment



March 4, 1977

Honorable Harold Fong, Esq.  
U. S. Attorney for the District of Hawaii  
The Federal Building  
Honolulu, Hawaii 96813

Dear Mr. Fong:

The undersigned recently instigated an inquiry by the Honolulu Media Council into the use of a major TV station in Hawaii (KGMB-TV) by its principal owner (Cecil Heftel) for personal political advantage in last fall's congressional campaign. In the course of the campaign I alleged that as station owner and president of Heftel Broadcasting, Heftel misused his power and authority and amongst other things utilized KGMB vans, vehicles and employees to assist in setting up and dismantling his congressional political headquarters on Cooke Street in Honolulu.

In a written reply to these charges under date of February 15, 1977 on page 4, inter alia, Mr. Robert Sevey, combination president of the company and news director made the following statement:

"KGMB vehicles were used to move furniture and equipment into Mr. Heftel's campaign headquarters. He owns the vehicles and the right to use them."

While conceivable, it is unlikely that the vehicles concerned were personally owned by Mr. Heftel. Instead they were probably corporate vehicles. If Mr. Heftel personally, or with campaign funds paid KGMB (or the owner of the vehicles) a reasonable sum therefor, such would be a valid use of the vehicles. I have screened Mr. Heftel's campaign expenditure reports for the period and find no specific indication that either he or his campaign committee made any such payments for the use of these services from his business corporation.

Under these circumstances, I believe that there is a very real possibility that Mr. Heftel, in directing the use of corporate vehicles for personal political purposes, violated the provisions of Section 441 (b) of Title 2 of the U. S. Code.

An appropriate investigation of the facts would seem to be in order.

Very truly yours,



Alf Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

ACC # 1931

RECEIVED  
FEDERAL ELECTION  
COMMISSION

'77 OCT 31 AM 9:58

October 27, 1977

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

70311

RE: HEFTEL BROADCASTING CORPORATION, AND HEFTEL BROAD-  
CASTING, INC. In kind corporate contributions to  
Congressional candidate Cecil Heftel (MUR 420 77)

Dear Mr. Oldaker:

Thanks for your October 21 reply to my September 13 letter  
concerning Congressman Cecil Heftel.

I appreciate the fact that the Commission is looking into  
the formal complaint I have made. In regard to 2 U.S.C.  
437 g (a) (3), I have not made the contents of my letter  
public.

I also appreciate the invitation to provide additional  
evidence on this matter. I am still in the process of  
trying to obtain information on campaign workers for the  
Cecil Heftel campaign who made use of a Heftel Broadcasting  
Corporation charge account. My understanding is that  
several workers, using campaign and personal vehicles,  
charged their gasoline at Mike's Union Service Station at  
708 Keeaumoku Street, Honolulu, HI 96814 from August to  
November, 1976.

Also I have received information that a paid campaign  
worker, Richard Bleigh, received free housing for several  
months prior to the election as part of his pay. The  
apartment he used, on Kanunu Street in Honolulu, is owned  
personally by Mr. Heftel, but there is no evidence that  
this in-kind contribution was reported to the F.E.C.

Yours truly,

Paul Alfred Pratte  
1965 Halekoa Drive  
Honolulu, HI 96821

700310781541

1965 Halekoa Dr.  
Honolulu, HI 96821



7 31 AM 9:16

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

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FEDERAL ELECTION COMMISSION  
 CORRESPONDENCE CONTROL SLIP  
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For Division Use  
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Suspense No. 4  
 703148

**Name and Address of Sender**

Paul A. Pratte  
 1965 Halekoa Dr  
 Honolulu, Wa

**Subject of Correspondence**

MUR 420

**Date Received**

10-31-77

**Suspense Date**

Open

**Referred to**

1. Carr

**Action (Optional)**

- 2.
- 3.
- 4.
- 5.

**Answer Date**

7-31

**File Designation**

**Special Instructions:**

September 13, 1977

REC # 1491  
FEDERAL ELECTION  
COMMISSION

77 SEP 13 AM 9:01

770751

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

RE: HEFTEL BROADCASTING CORP. and HEFTEL BROADCASTING HONOLULU INC. -  
In kind corporate contributions to Congressional candidate  
Cecil Heftel.

Dear Mr. Oldaker:

Thank you very much for your August 4 reply to my complaint of March 4, 1977 concerning the use of Heftel Broadcasting Corp. property and personnel during Mr. Cecil Heftel's 1976 campaign for the U. S. Congress.

I regret I did not follow the precise regulations outlined under the Federal Election Campaign Act in submitting my original complaint. The U. S. District Attorney did not call the formal procedures of presenting the complaint to my attention. Nor were these matters brought to my attention in your July 7 letter detailing your "MUR" matter under review process. Further, even in your August 4 letter you failed to include a copy of the 1971 Federal Election Campaign Act as amended as you stated. At your request, I have since phoned your office requesting said regulations.

All of this procedural delay does not change the fact of the violations I mentioned earlier or violations which have since been reported. Certainly, the after-the-fact Heftel check that you mention cannot be viewed as anything other than an attempt at a cover-up.

With this background in mind, I will make my formal complaint against Representative Cecil Heftel.

- A. Paul Alfred Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821  
(808) 737-3803
- B. Mr. Cecil Heftel, as a candidate for Congress and President of the corporation that owned and operated FCC licensed KGMB-TV and Radio, utilized corporate assets and employees in pursuing campaign objectives, which activities amounted to an illegal in-kind corporate contribution.

301008254

Mr. William C. Oldaker  
September 13, 1977  
Page Two

1. Between June 15 and July 15, 1976, under Heftel's direction, employees Jose Uson and John Doe and vehicles white Datsun or Toyota pickup - Hawaii license 513-028; blue Dodge panel - license number 523-479 were used to move furniture and other materials into Heftel's 1976 campaign headquarters at 811 Cooke Street, Honolulu, Hawaii.
2. September 18, 1976 -- Mr. Heftel phoned unidentified station employee requesting that one of his taped personal political advertisements be inserted into regular programming.
3. Between November 1 and November 15, 1976, Mr. Heftel or his agents instructed KGMB employees Jose Uson and John Does to move campaign material to KGMB radio at 1599 Kapiolani Boulevard from campaign headquarters at 811 Cooke Street, Honolulu, Hawaii.
4. In addition, it has been brought to my attention that the following persons may have been utilized for political campaign purposes between July and November, 1976, while still employed by the Heftel Corporation: Mr. Edward Wong, Ms. Barbara Tyers, Ms. Sylvia Tanabe and Mr. Richard Cramer.
5. There are also reports that Heftel Corporation video-tape machines were used for political purposes at the University of Hawaii campus center for two days in the months of September or October, 1976.

I can locate no record of the Heftel Corporation being reimbursed for use of these corporation-owned vehicles, machinery or employees.

I am filing this complaint on my own behalf as a citizen interested in government and private corporation ethics in political campaigns and not at the request or on behalf of any candidate for any office.

Subscribed and sworn to before  
me this 14<sup>th</sup> day of September,  
1977.

*Linda A. Takushi*  
Notary Public, First Judicial  
Circuit, State of Hawaii

Sincerely,

*Paul Alfred Pratte*

Paul Alfred Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

My commission expires: 10 23 78

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FEDERAL ELECTION COMMISSION

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

July 7, 1977

Mr. Alf Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821

Dear Mr. Pratte:

This is to acknowledge receipt of your complaint of March 4, 1977 (referred from the Department of Justice), alleging violations of the Federal Election Campaign Laws. A staff member has been assigned to analyze your allegations and a recommendation to the Federal Election Commission as to how this matter should be handled will be made shortly. You will be notified as soon as the Commission determines what action should be taken. For your information, we have attached a brief description of the Commission's preliminary procedures for handling complaints.

Sincerely yours,

Charles N. Steele  
Acting General Counsel

73010982548



MC 805

MUR 420



UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

JUN 29 1977

RECEIVED  
FEDERAL ELECTION  
COMMISSION  
'77 JUL 5 AM 9:16

Address Reply to the  
Division Indicated  
and Refer to Initials and Number  
BRC:THH:LMB:ph

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

770902

Dear Mr. Oldaker:

On March 7, 1977, Harold M. Fong, the United States Attorney for the district of Hawaii, referred the attached complaint to the Public Integrity Section's Election Unit. The complaint alleges a possible violation of 2 U.S.C. 441(b), in that recently elected United States Congressman Cecil Heftel may have improperly used personnel and other resources of television station KGMB-TV to further his political campaign.

As this matter falls more appropriately within the Commission's jurisdiction, we are referring it to you. Should your investigation reveal knowing and willful violations of Federal election laws exceeding the \$1,000 jurisdictional minimum for criminal sanctions, we would appreciate being advised of any action the Commission decides to take. We are also sending a copy of this letter to the Federal Communications Commission, for whatever action it deems appropriate.

If this Section can be of further assistance to you, please do not hesitate to contact us.

Sincerely,

BENJAMIN R. CIVILETTI  
Assistant Attorney General  
Criminal Division

By: *Thomas H. Henderson, Jr.*  
THOMAS H. HENDERSON, JR.  
Chief, Public Integrity Section

Attachment



JUN 29 1977

BRC:THH:LMB:ph

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

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Sincerely,

BENJAMIN R. CIVILETTI  
Assistant Attorney General  
Criminal Division

By: THOMAS H. HENDERSON, JR.  
Chief, Public Integrity Section

Attachment

7804008250

March 4, 1977

Honorable Harold Fong, Esq.  
U. S. Attorney for the District of Hawaii  
The Federal Building  
Honolulu, Hawaii 96813

Dear Mr. Fong:

The undersigned recently instigated an inquiry by the Honolulu Media Council into the use of a major TV station in Hawaii (KGMB-TV) by its principal owner (Cecil Heftel) for personal political advantage in last fall's congressional campaign. In the course of the campaign I alleged that as station owner and president of Heftel Broadcasting, Heftel misused his power and authority and amongst other things utilized KGMB vans, vehicles and employees to assist in setting up and dismantling his congressional political headquarters on Cooke Street in Honolulu.

In a written reply to these charges under date of February 15, 1977 on page 4, inter alia, Mr. Robert Sevey, combination president of the company and news director made the following statement:

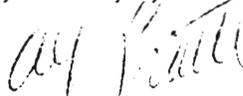
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Under these circumstances, I believe that there is a very real possibility that Mr. Heftel, in directing the use of corporate vehicles for personal political purposes, violated the provisions of Section 441 (b) of Title 2 of the U. S. Code.

An appropriate investigation of the facts would seem to be in order.

Very truly yours,



Alf Pratte  
1965 Halekoa Drive  
Honolulu, Hawaii 96821





FEDERAL ELECTION COMMISSION

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

THIS IS THE BEGINNING OF MUR # 420

Date Filmed 12/20/78 Camera No.-----2

Cameraman GPC

