



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 4392

DATE FILMED 5-1-97 CAMERA NO. 4

CAMERAMAN Jm U

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Office of General Council
Federal Election Commission
Washington, D.C. 20463

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

March 18, 1996
MAR 21 1 57 PM '96

MUR 4332

RE: Bill Thomas Campaign Committee
P O Box 395
Bakersfield, CA 93302

FEC ID #C 00100537
House ID # 082431

I would request that the office of the General Council investigate each of the following complaints, which I believe violate Federal Election Laws.

Statement of Facts:

1. Mr. William M. Thomas was first elected to the House of Representatives in 1978.
2. Mrs. Catherine M. Abernathy is Mr. Thomas' Administrative Assistant.
3. Mrs. Catherine M. Abernathy is the assistant treasurer of the Bill Thomas Campaign Committee. FEC # C 00100537.
4. Mrs. Catherine M. Abernathy is the Custodian of Records for the Bill Thomas Campaign Committee.
5. Mrs. Catherine M. Abernathy can sign checks on the Bill Thomas Campaign Committee checking account funds.
6. Mrs. Catherine M. Abernathy is the wife of Mr. Mark David Abernathy.
7. Mr. Mark David Abernathy is Mr. Thomas' campaign manager.
8. Mr. and Mrs. Abernathy are owners of Western Pacific Research, Inc.
9. Mr. Thomas' Bakersfield District office is located at 4100 Truxtun Ave, Suite 220, Bakersfield, California.
10. Western Pacific Research, Inc. office is located at 4100 Truxtun Ave, Suite 210, Bakersfield, California. Suite 210 is also the headquarters for the Kern County Republican Party and the Republican Central Committee.
11. Western Pacific Research, Inc. "Articles of Incorporation" were filed with the Secretary of State for the State of California on February 23, 1984.
12. Western Pacific Research, Inc. is authorized to issue 200,000 shares. None are on record as being issued with the Department of Corporations for the State of California or the Secretary of State. Ownership of shares is unknown by the State.
13. Mr. Trice Harvey is a California State Assemblyman since 1986.
14. Committee to Elect Trice Harvey state ID number is 830391.
15. Mr. Abernathy was Mr. Harvey's and Mr. Thomas' campaign manager in 1986.
16. Mrs. Robin Renee Lake is a Federal employee on Mr. Thomas' staff as assistant supervisor.
17. Mrs. Robin Renee Lake also uses the alias of Robin Lake Foster.
18. Mrs. Robin Renee Lake was the full time campaign manager for Conni Brunni for (Kern County, California) Supervisor Committee. State ID # 93-2095.
19. Mr. Abernathy and Western Pacific Research was Mrs. Connie Brunni Campaign Consultant.

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The Violations are as Following:

1. Failure to correctly report loans to another candidate for state office.

On or about November 4, 1986 the Bill Thomas Campaign Committee stated that it loaned to the Committee to Elect Trice Harvey an amount of \$ 20,000 or \$ 25,000. Mr. Thomas showed the loan as being \$ 25,000. Mr. Harvey showed the loan as being \$ 20,000. (See Exhibit 1 attached.)

2. Failure to correctly report repayment on loan.

On or about December 31, 1990 the Committee to Elect Trice Harvey said it paid \$ 5,000 to the Bill Thomas Campaign Committee. On or about December 31, 1990 the Committee to Elect Trice Harvey said that the Bill Thomas Campaign Committee did forgive \$ 1,000 of the debt, he showed a balance due of \$14,000. Mr. Harvey did make a \$5,000 contribution to the California republican Party but no payment was made to Mr. Thomas. The Bill Thomas Campaign Committee showed the loan as being \$25,000 with payments of \$15,000 and a balance due of \$10,000. The receipt of the \$ 5,000 or that he had forgiven any debt to Mr. Harvey was not shown on his Federal Election Commission reports. (See Exhibit 2 attached.)

3. Continued difference in reporting loan.

Committee to Elect Trice Harvey showed on his 7-01-91 to 12-31-91 report that the loan was for \$20,000 with a balance due of \$14,000. The Bill Thomas Campaign Committee showed on his 01-01-91 to 06-30-91 report that the loan was for \$25,000 with \$20,000 paid and a balance due of \$5,000 and on his 7-01-91 to 12-31-91 report that nothing was owed to his committee. (See Exhibit 3 attached.)

4. Failure to accurately report second repayment on the loan.

On or about March 17, 1992 the Committee to Elect Trice Harvey did pay to the Bill Thomas Campaign Committee an amount of \$ 5,000. On or about March 17, 1992 the Committee to Elect Trice Harvey said that the Bill Thomas Campaign Committee did forgive \$ 9,000 for a total repayment of \$ 20,000. Mr. Thomas did show the receipt of the \$ 5,000 but did not show that he had forgiven the \$ 9,000. Catherine Abernathy did this report and signed it. She showed the receipt of the \$5,000 but did not show that the \$9,000 was forgiven with a total loan of \$25,000 and \$25,000 paid with no balance. This \$5,000 payment was the only payment made by Mr. Harvey and received by Mr. Thomas. On March 30, 1992 she amended the report to show that Mr. Harvey had an outstanding balance of \$5,000. (See Exhibit 3 attached.)

5. Failure to properly research request from the FEC and filing false reports.

On or before June 2, 1992 the Federal Election Commission made a request to the Bill Thomas Campaign Committee in regards to the \$ 5,000 it did receive from Mr. Harvey. They wanted to know if the funds were from separate funds and not from corporate or union treasuries, which state candidate can take and federal candidate can not take. On June 12, 1992, 10 days later, Mrs. Catherine Abernathy, as Assistant Treasurer, did reply to the FEC that the funds were from separate funds and did not come from corporate or union funds received by Mr. Harvey. Mrs. Abernathy did not use circumspect procedure to investigate or verify this FEC request. My research shows that the \$ 5,000 came from Mr. Harvey's campaign account which is laced with corporate and union contributions and was not from separate funds or from permissible sources. (See Exhibit 4 attached.)

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6. Making an illegal contribution to a local Construction Company.

On or about February 10, 1989 the Bill Thomas Campaign Committee did pay, from campaign funds, \$ 50,000 to Community Construction, 5407 Stockdale Hwy, Bakersfield, California. Mr. Thomas showed, on his FEC report, that this was an In-Kind contribution but was a disbursement which reduced his cash on hand and was reported on line 17 of the FEC report as a disbursement. Mrs Abernathy did this report as she crosses her sevens which in this case looks like it was transferred to line 12 not line 17. This is total fraud. (See Exhibit 5 attached.)

7. Violation of FEC 104.7 Best Efforts (2 U.S.C. 432 (i)).

On or about October 31, 1994 the Bill Thomas Campaign Committee did mail approximately 20,000 mailers which did not comply with FEC laws.

- A. All written solicitations must include a "clear request" for itemized contributor information and must conform to a specific word-for-word standard: "Federal law requires political committees to report the name, mailing address, occupation and name of employer for each individual whose contribution aggregates in excess of \$ 200 in a calendar year."
- B. If a campaign committee itself pays for a communication, the disclaimer must at a minimum state that the campaign committee paid for it: "Paid for by Candidate X for Congress committee."
- C. Internal Revenue Service Disclaimer: "The statement must appear in at least the same size type as the primary message stated in the body of the letter or other printed material."
- D. U.S. Postage laws: " All bulk mail must include the bulk rate permit account number."

Mr. Thomas' mailer failed on all four of these counts. None of the above was included in this contribution solicitation mailer. (See Exhibit 6 attached)

8. Using Federal Employee for Campaigning for another Candidate.

Robin Renee Lake alias Robin Lake Foster did work full time as campaign manager on the local candidate Conni Brunni for Supervisor Committee. State ID # 93-2095. Western Pacific Research, Inc. was the consultant for her campaign. She also was on the Federal payroll during this period. I talked with Mrs. Conni Brunni's office supervisor, Mrs. Joyce Sprayberry, and requested if Robin was working on the campaign. I was told that she was the campaign manager and had worked since the start of the campaign in 1993. When I ask how many hours she was working I was told that they both were putting in over 300 hours per month, since the start of the campaign. This would be approximately 10 hours a day, seven days a week, while Mrs. Lake was still on Mr. Thomas' Federal payroll. Payroll records should be checked.

During the 1st quarter of 1993 Mrs. Lake was listed as Robin Renee Lake. In the 2nd quarter of 1993 she changed her payroll name to Robin Lake Foster. The "Report of the Clerk of the House" shows that Mr. Thomas used her name of Robin Lake Foster for payroll while he used Robin Renee Lake for refunds of expenses and other related items. I believe that these are one and the same person and should be fully investigated.

9. Use of Federal Funds for District Office -- Bakersfield.

During the summer of 1994 Mr. Walt Asher was called ((818) 591-2174) with a request to rent Mr. Thomas' district office at 4100 Truxtun Ave., Suite 220, in the event

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that he was defeated for re-election. Mr. Asher is the owner of 4100 Truxtun Ave. I was informed that Mr. Thomas' suite 220 was 1460 square feet and he would rent it for \$ 1.30 per sq. ft. or \$ 1,890 per month. Records from 1991 to date shows that the Federal Government has been paying \$ 2,100 month for Mr. Thomas' office. This is \$ 202 per month more than I can rent it today. Mr. Thomas' suite is 220 and is separated by a thin barrier from suite 210. Suite 210 is occupied by Western Pacific Research, Inc., Mr. Thomas' campaign manager and husband of his administrative assistant. Suite 210 is 700 sq. ft. Suite 210 is also used as the headquarters for the Kern County Republican Party. More investigation, of the records, will prove if the taxpayers have been paying for Western Pacific Research's Suite 210. (See Exhibit 7 attached.)

10. Failure to Disclose other Authorized Committees.

The Federal Election Commission press office lists of "Leadership PAC's" list the 96th Club Campaign Committee, FEC # C 00117721 as belonging to Mr. Wm. Thomas. On September 28, 1981 the FEC in an Advisory Opinion 1981-35 gave Mr. Thomas the approval to form "the California Republican Congressional Reapportionment Committee" which will "finance activities related solely to the Congressional reapportionment process in California". I am informed and believe that this Committee was named the "California Republican Assembly Political Action Committee" FEC # C 00247924 with James D. Smith as treasurer at 5500-37 Lennox, Bakersfield, California. Mr. James Smith is also treasurer for the PAC "Citizens for a Better America" FEC # C 00278333 address of P O Box 80065, Bakersfield, California. None are listed on FEC reports as other Authorized Committees by Mr. Thomas even though he may have controls of these committees.

11. Violations of Federal Financial Disclosure Statement Laws.

On July 24, 1978 Mr. Thomas showed his address as 1910 Alta Vista Drive, Bakersfield, California, which was his principle residence. On August 14, 1980 Mr. Thomas took out a loan from American National Bank in the amount of \$110,448 and received a Full Reconveyance on March 19, 1984. On October 23, 1983 Mr. Thomas sold his home to LTI Engineering Inc., a fictitious corporation operating out of a Post Office Box in Palmdale, California, which was within his Congressional District at this time. I have check with the State and have been unable to locate any information on this corporation. Mr. Thomas also received a Deed of Reconveyance from Bank of America on September 25, 1983 on this home. Money was being mover around.

On September 5, 1986 a Corporation Grant Deed was issued to Mr. and Mrs. Thomas as an undivided one-half interest in 14500 Las Palmas Drive # 37, Bakersfield, California with Mr. and Mrs. Abernathy as the other undivided one-half interest. On November 26, 1986 a Short Form Deed of Trust and Assignment of Rents was also issued, someone was renting this home? The Congressman and his Administrative Assistant and his Campaign Manager were co-owners of his new principle residence. None of which has been reported on Mr. Thomas' or Mrs. Abernathy's Federal Financial Disclosure Statements. On November 26, 1986 a short Form Deed of Trust was assigned to Director Mortgage Loan Corporation through a FHA loan guarantee number 045-219307-734.

On May 21, 1989 a Certificate of Tax Lien was filed on the 14500 Las Palmas Drive # 37 home with the notice sent to the 1910 Alta Vista Drive address, under both the Thomas' and Abernathy's name as responsible parties. This lien was released on

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September 5, 1989 and indicates that Mr. Thomas still lived in a home he sold in 1983.

On February 21, 1986 Mr. Thomas did purchase a home, located at 601 North View Terrace, Alexandria, Virginia, for a price of \$198,000. This home sold on July 12, 1985, six months before, for \$68,000. I visited this home in the summer of 1994 to insure that Mr. Thomas did live there, which he did, but the \$130,000 profit during this very short period of time raises many questions as to who received this large markup. This was during the time when he was manipulating loans to Mr. Harvey and on his home in Bakersfield.

I believe this matter should be fully investigated since it involves FEC filings, financial disclosures and campaign funds.

On Mr. Thomas' Ethics in Government Act - Financial Disclosure Statement for 1989 he showed that his spouse had miscellaneous income from real estate, but under the question "Are you aware of any interest in property or liabilities of a spouse or dependent child or property transactions by a spouse or dependent child which you have not reported because they meet the three standards for exemption?" Mr. Thomas answered "No".

From 1989 through 1994 Mr. Thomas has answered "No" to the above question and has not disclosed his partnership in his home at 14500 Las Palmas # 37, Bakersfield, California with his Administrative Assistant and her husband his Campaign Manager. (See Exhibit 9).

In Conclusion:

Mrs. Catherine Abernathy has complete control over the Bill Thomas' Campaign Committee's funds. She also is the Legal representative of the fund. See Mur # 3372 dated 8/14/91 for how she controls the committee.

Mrs. Abernathy and her husband take figure from a computer printout and hand writes them onto the FEC reports. The contribution are in alphabetical order and not by date received. They are able to double bill both the Campaign Committee account and the Western Pacific Research company account, for travel, postage, mailings and other items. As the consultant to the campaign committee they are able to bill any amount, without question or explanation. They can move contributions between Mr. Thomas' funds to other Republican candidate that Western Pacific Research represents as consultants. On any report that the 7's are crossed Mrs Abernathy did the report, no matter who signed it. Robin Lake and Catherine Abernathy both can sign on the Committee's checks without the treasurer signature or Mr. Thomas' knowledge or approval.

All reports are hand written and illegible with many errors. Loans are not recorded on the proper line. Repayments are not recorded properly. Many times the aggregate year to date contribution are not done as they fail to remember who's account they were put into. Amended report are normal and not the exception.

Notes:

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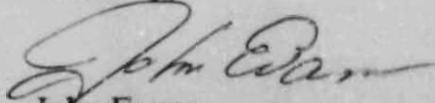
On Mrs. Abernathy's Financial Disclosure Statement, for calendar year 1994, she shows that she and her husband purchased seven (7) Real Estate properties from 3/25/94 until 8/16/94. On the low side this would amount to \$1,750,000.00 and on a high side of \$3,500,000.00 in asset increase. I believe that the money stolen from Mr. Thomas' Campaign Committee has surfaced. (See exhibit 10)

If Mr. and Mrs. Abernathy are doing this on their own or if Mr. Thomas is a silent partner in Western Pacific Research Inc. I do not know. I do believe that these matters should be fully investigate to learn the truth.

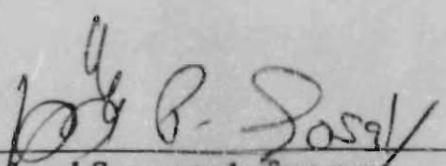
During the 1990 election cycle Mr. Thomas spent \$ 496,845.00 against his challenger spending \$690.00. In 1992 Mr. Thomas spent \$ 615,587 to his challenger \$ 28,487.00. (From The Almanac of American Politics 1994, National Journal) Western Pacific Research Inc. receives over 50% of the spending while real expenses are bill to the committee.

I have enclosed a video that reveals how Mr. Thomas and the Abernathy's work together through Western Pacific Research Inc. from a person who has worked within the system. This video was given to me by a teacher of the High School where it was taped during a public classroom forum.

Sincerely,



John Evans
P O Box 81026
Bakersfield, CA 93380-1026
Phone, Message or Fax # (805) 393-4345



Signed and Sworn to before me,
Notary Public in and for said County and State.

03-23-96

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RECEIVED
JAN 30 1987

REPORTS OF RECEIPTS AND DISBURSMENTS
For Authorized Committees

(Summary Page)

Bill Thomas Campaign Committee
Post Office Box 395
Bakersfield, CA 93302

082431
YES

FEB -2 1987 11:15

TYPE OF REPORT

- April 15 Quarterly Report
- July 15 Quarterly Report
- October 15 Quarterly Report
- January 31 Year End Report
- July 31 Mid Year Report (Non-election Year Only)
- Twelfth day report preceding _____ in the State of _____
- Twelfth day report following the General Election in _____ in the State of _____
- Termination Report

This report contains activity for - Primary Election General Election Special Election Municipal Election

SUMMARY		COLUMN A This Period	COLUMN B Calendar Year to Date
5. Covering Period	11-25-86 through 12-31-86		
6. Net Contributions (other than loans)			
(a) Total Contributions (other than loans) (From Line 11 (a))		\$ 1,760.00	\$ 150,755.37
(b) Total Contribution Refunds (From Line 20 (a))		0	0
(c) Net Contributions (other than loans) (Subtract Line 6 (b) from 6 (a))		\$ 1,760.00	\$ 150,755.37
7. Net Operating Expenditures			
(a) Total Operating Expenditures (From Line 17)		\$ 5,650.61	\$ 182,593.19
(b) Total Offsets to Operating Expenditures (From Line 14)		0	0
(c) Net Operating Expenditures (Subtract Line 7 (b) from 7 (a))		\$ 5,650.61	\$ 182,593.19
8. Cash on Hand at Close of Reporting Period (From Line 21)		\$ 226,486.56	
9. Debts and Obligations Owed TO The Committee (Reported on Schedule C or Schedule D)		29,600.00	
10. Debts and Obligations Owed BY The Committee (Reported on Schedule C or Schedule D)		0	

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

For further information, contact:
Federal Election Commission
999 E Street, NW
Washington, D.C. 20543
Tel: (202) 501-4242
Local: (202) 376-3120

John Cummings
Type or Print Name of Treasurer

John Cummings
SIGNATURE OF TREASURER

1/30/87
Date

NOTE: Submission of false or misleading information may subject the person filing this Report to the penalties of 2 U.S.C. 1971a

SCHEDULE C
(Revised 3/80)

LOANS

(owed to the Committee)

Page 1 of 1 for
 Line Number 12
 Use separate schedules
 for each numbered line

Name of Committee (or Full Name of Lender)			
Bill Thomas Campaign Committee			
A. Full Name, Mailing Address and ZIP Code of Loan Recipient		Original Amount of Loan	Balance Outstanding at Close of This Period
Trice Harvey for Assembly # 830391 PO Box 9611 Bakersfield, CA: 93389		\$25,000	\$25,000
-Election <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Terms	Date Incurred <u>11-4-86</u>	Date Due <u>12-31-87</u>	Interest Rate <u>None (0%)</u> <input type="checkbox"/> Secured
List All Endorsers or Guarantors (if any) to Item A			
1. Full Name, Mailing Address and ZIP Code	Name of Employer		
Trice Harvey, Candidate	Occupation		
	State Assemblyman Amount Guaranteed Outstanding \$		
2. Full Name, Mailing Address and ZIP Code	Name of Employer		
David Brandon, Treasurer	Occupation		
	Amount Guaranteed Outstanding \$		
3. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding \$		
B. Full Name, Mailing Address and ZIP Code of Loan Recipient		Original Amount of Loan	Balance Outstanding at Close of This Period
-Election <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):			
Terms	Date Incurred	Date Due	Interest Rate <u>None (0%)</u> <input type="checkbox"/> Secured
List All Endorsers or Guarantors (if any) to Item B			
1. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding \$		
2. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding \$		
3. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
	Amount Guaranteed Outstanding \$		
SUBTOTALS This Period This Page (optional)			\$25,000-
TOTALS This Period (List B again if this line only)			\$25,000-

37043394140

9700007000

Carry forward loan balances only to Schedule D, Subpart B, for this line. If no Schedule D, carry forward to appropriate line of Schedule



CANDIDATE, OFFICEHOLDER AND CONTROLLED COMMITTEE CAMPAIGN STATEMENT - LONG FORM

(Government Code Sections 84200-84216.5) (Type or Print in Ink)

91 FEB - 1 AM 11:11

PAGE 1 OF 8

Statement covers period 10/21/90 through 12/31/90

FORM 490 1990

CHECK ONE OF THE FOLLOWING BOXES TO INDICATE THE TYPE OF STATEMENT BEING FILED:
[X] PRE-ELECTION STATEMENT
[X] SEMI-ANNUAL STATEMENT
[] TERMINATION STATEMENT
[] SUPPLEMENTAL PRE-ELECTION STATEMENT

DATE OF ELECTION (OR, DAY, YEAR, IF APPLICABLE) FOR OFFICIAL USE ONLY

I CANDIDATE/OFFICEHOLDER INCLUDED IN THIS CONSOLIDATED REPORT

NAME OF CANDIDATE/OFFICEHOLDER: Trice Harvey
OFFICE SOUGHT OR HELD: 33rd Assembly
RESIDENT OR BUSINESS ADDRESS: 1007 Classen Bakersfield, CA 93312 805/589-0592

II CONTROLLED COMMITTEE INCLUDED IN THIS REPORT (See definition on reverse.)

NAME OF COMMITTEE: Committee To Elect Trice Harvey
L.O. NUMBER: 830391
ADDRESS OF COMMITTEE: PO Box 9611 Bakersfield CA 93389 805/328-1040
NAME OF TREASURER: L. David Brandon
PERMANENT ADDRESS OF TREASURER: 2025 Westwind, Suite One Bakersfield CA 93301 805/328-1040

III OTHER COMMITTEES: LIST ANY OTHER COMMITTEES NOT INCLUDED IN THIS STATEMENT WHICH ARE CONTROLLED BY YOU AND ANY COMMITTEES PRIMARILY FORMED TO RECEIVE CONTRIBUTIONS OR MAKE EXPENDITURES ON BEHALF OF YOUR CANDIDACY.

Table with 4 columns: COMMITTEE NAME AND L.O. NUMBER, COMMITTEE ADDRESS, TREASURER, CONTROLLED COMMITTEE (YES/NO)

Attach additional information on appropriately labeled continuation sheets.

VERIFICATION

CANDIDATE OR OFFICEHOLDER: I HAVE USED ALL REASONABLE DILIGENCE AND TO THE BEST OF MY KNOWLEDGE THE TREASURER HAS USED ALL REASONABLE DILIGENCE IN PREPARING THIS STATEMENT... EXECUTED ON 1/31/91 AT Bakersfield, CA

TREASURER (If applicable): I HAVE USED ALL REASONABLE DILIGENCE IN PREPARING THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE THE INFORMATION CONTAINED HEREIN... EXECUTED ON 1/28/91 AT Bakersfield, CA

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CANDIDATE, OFFICEHOLDER AND CONTROLLED COMMITTEE CAMPAIGN STATEMENT - LONG FORM

FILED - 1 MAR 11 11

(Government Code Sections 84200-84216.5) (Type or Print in Ink)

PAGE 1 OF 8

Statement covers period 10/21/90 through 12/31/90

FORM 490 1990

CHECK ONE OF THE FOLLOWING BOXES TO INDICATE THE TYPE OF STATEMENT BEING FILED:

PRE-ELECTION STATEMENT

SEMI-ANNUAL STATEMENT

SUPPLEMENTAL PRE-ELECTION STATEMENT (If filing a Supplemental Pre-Election Statement, attach a completed Form 495 to this statement.)

TERMINATION STATEMENT (Attach a completed Form 415 to this statement.)

DATE OF ELECTION (MO., DAY, YEAR IF APPLICABLE) _____ FOR OFFICIAL USE ONLY

I CANDIDATE/OFFICEHOLDER INCLUDED IN THIS CONSOLIDATED REPORT

NAME OF CANDIDATE/OFFICEHOLDER: **Trice Harvey** OFFICE SOUGHT OR HELD: **33rd Assembly**

RESIDENT OR BUSINESS ADDRESS: NO. AND STREET CITY STATE ZIP CODE AREA COUNCIL DISTRICT (PHONE NUMBER)

1007 Classen Bakersfield, CA 93312 805/389-0592

II CONTROLLED COMMITTEE INCLUDED IN THIS REPORT (See definition on reverse.)

NAME OF COMMITTEE: **Committee To Elect Trice Harvey** I.D. NUMBER: **830391**

ADDRESS OF COMMITTEE: NO. AND STREET CITY STATE ZIP CODE AREA COUNCIL DISTRICT (PHONE NUMBER)

PO Box 9611 Bakersfield CA 93389 805/328-1040

NAME OF TREASURER: **L. David Brandon**

PERMANENT ADDRESS OF TREASURER: NO. AND STREET CITY STATE ZIP CODE AREA COUNCIL DISTRICT (PHONE NUMBER)

2025 Westwind, Suite One Bakersfield CA 93301 805/328-1040

III OTHER COMMITTEES: LIST ANY OTHER COMMITTEES NOT INCLUDED IN THIS STATEMENT WHICH ARE CONTROLLED BY YOU AND ANY COMMITTEES PRIMARILY FORMED TO RECEIVE CONTRIBUTIONS OR MAKE EXPENDITURES ON BEHALF OF YOUR CANDIDACY.

COMMITTEE NAME AND I.D. NUMBER	COMMITTEE ADDRESS	TREASURER	CONTROLLED COMMITTEE	
			YES	NO

Attach additional information on appropriately labeled continuation sheets.

VERIFICATION

CANDIDATE OR OFFICEHOLDER:

I HAVE USED ALL REASONABLE DILIGENCE AND TO THE BEST OF MY KNOWLEDGE THE TREASURER HAS USED ALL REASONABLE DILIGENCE IN PREPARING THIS STATEMENT. I HAVE REVIEWED THE STATEMENT AND TO THE BEST OF MY KNOWLEDGE THE INFORMATION CONTAINED HEREIN AND IN THE ATTACHED SCHEDULES IS TRUE AND COMPLETE. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

EXECUTED ON 1/31/91 AT Bakersfield, CA

[Signature] SECRETARY OF CANDIDATE OR OFFICEHOLDER

TREASURER (if applicable):

I HAVE USED ALL REASONABLE DILIGENCE IN PREPARING THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE THE INFORMATION CONTAINED HEREIN AND IN THE ATTACHED SCHEDULES IS TRUE AND COMPLETE. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

EXECUTED ON 1/28/91 AT Bakersfield, CA

[Signature] TREASURER

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**SUMMARY PAGE
FORM 490**

(Amounts May Be Rounded To Whole Dollars)

STATEMENT COVERS PERIOD
FROM 10/21/90 THROUGH 12/31/90

NAME OF CANDIDATE OR OFFICEHOLDER AND CONTROLLED COMMITTEE:
Committee to Elect Trice Harvey

I.D. NUMBER
830391

CONTRIBUTIONS RECEIVED

	COLUMN A Cumulative total from previous periods	COLUMN B Total this period from attached schedules	COLUMN C Cumulative to date (Columns A + B)
1. Monetary contributions	\$ _____	\$ _____	\$ _____
2. Loans received	20,000	SCHEDULE A, LINE 3 (6,000)	14,000
3. SUBTOTAL CASH RECEIPTS	\$ _____	SCHEDULE A, LINE 7	\$ _____
4. Non-monetary contributions	_____	_____	_____
5. TOTAL CONTRIBUTIONS WITHOUT ENFORCEABLE PROMISES	_____	SCHEDULE C, LINE 3	_____
6. Enforceable Promises (Except loan guarantees, see Line 16 below)	_____	_____	_____
7. TOTAL CONTRIBUTIONS	\$ 20,000	SCHEDULE B, LINE 7 (6,000)	\$ 14,000
EXPENDITURES MADE			
8. Payments	\$ _____	\$ _____	\$ _____
9. Loans Made	_____	_____	_____
10. SUBTOTAL	_____	SCHEDULE D, LINE 7	_____
11. Accrued expenses (unpaid bills)	_____	_____	_____
12. TOTAL EXPENDITURES	\$ _____	SCHEDULE D, LINE 9	\$ _____

*IF THIS IS THE FIRST REPORT FILED FOR THE CALENDAR YEAR, COLUMN A SHOULD BE BLANK EXCEPT FOR LINES 2, 8, 9 AND 11 (if applicable).

STATEMENT OF CHANGES IN FINANCIAL CONDITION

13. Cash on hand at the beginning of this period. (Enter amount from Summary Page, Line 17, from previous statement filed.)	\$ - 0 -	
14. Cash receipts this period (Line 3, Column B above)	0	
15. Miscellaneous increases to cash (Schedule G, Line 4)	5,000	
16. Cash payments this period (Line 10, Column B above)	5,000	
17. Cash on hand at end of reporting period (Lines 13 + 14 + 15 - 16 above) (If this is a Termination Statement, Line 17 must be Zero.)	\$ - 0 -	
18. Amount of loan guarantees received (Schedule B, Part I, Column (b))	\$ 0	
19. Cash equivalents (other assets held including outstanding loans made to others). Important: See instructions on reverse	\$ 0	
20. Outstanding debts (Line 2 + Line 11 of Column C above)	\$ 14,000	

SUMMARY FOR CANDIDATES IN BOTH A JUNE AND NOVEMBER ELECTION (See Instructions on Reverse)

	1/1 THRU 6/30	7/1 TO DATE
21. CONTRIBUTIONS RECEIVED:		
22. EXPENDITURES MADE:		

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**SCHEDULE A
MONETARY CONTRIBUTIONS RECEIVED
FORM 490**
(Amounts May Be Rounded To Whole Dollars)

STATEMENT COVERS PERIOD
FROM 10/21/90 THROUGH 12/31/90
I.D. NUMBER
830391

NAME OF CANDIDATE OR OFFICEHOLDER AND CONTROLLED COMMITTEE:
Committee to Elect Trice Narvey

DATE REC'D.	FULL NAME AND ADDRESS OF CONTRIBUTOR <small>(IF COMMITTEE, IN ADDITION TO COMMITTEE'S NAME AND ADDRESS, ENTER I.D. NUMBER OR, IF NO I.D. NUMBER HAS BEEN ASSIGNED, ENTER THE TREASURER'S NAME AND ADDRESS)</small>	OCCUPATION		AMOUNT	
		EMPLOYER <small>IF SELF-EMPLOYED, ENTER NAME OF BUSINESS</small>		RECEIVED THIS PERIOD	CUMULATIVE TO DATE
12/31/90	Bill Thomas Campaign Committee (Loan Forgiven)	Occupation:		1,000	CALENDAR YEAR \$ 1,000
		Employer: PAC #082431			FISCAL YEAR \$ 1,000
		Occupation:			CALENDAR YEAR \$
		Employer:			FISCAL YEAR \$
		Occupation:			CALENDAR YEAR \$
		Employer:			FISCAL YEAR \$
		Occupation:			CALENDAR YEAR \$
		Employer:			FISCAL YEAR \$
		Occupation:			CALENDAR YEAR \$
		Employer:			FISCAL YEAR \$
		Occupation:			CALENDAR YEAR \$
		Employer:			FISCAL YEAR \$
		Occupation:			CALENDAR YEAR \$
		Employer:			FISCAL YEAR \$
SUBTOTAL				\$ 1,000	

SUMMARY

1. AMOUNT RECEIVED THIS PERIOD -- CONTRIBUTIONS OF \$100 OR MORE
(Include all Schedule A subtotals) (Loan Forgiven) \$ 1,000
2. AMOUNT RECEIVED THIS PERIOD -- CONTRIBUTIONS OF LESS THAN \$100 (Not
itemized)..... _____
3. TOTAL MONETARY CONTRIBUTIONS RECEIVED THIS PERIOD
(Line 1 - Line 2) Enter here and on Line 1, Column 6 of Summary Page..... \$ 1,000

97043801077

**SCHEDULE E
PAYMENTS AND CONTRIBUTIONS (OTHER THAN LOANS) MADE
FORM 490**

PAGE 7 OF 8

(Amounts May Be Rounded To Whole Dollars)

STATEMENT COVER PERIOD

FROM 10/21/90 THROUGH 12/31/90

NAME OF CANDIDATE OR OFFICER/HOLDER AND CONTROLLED COMMITTEE:

Committee to Elect Trice Harvey

ID NUMBER

830391

CODES FOR CLASSIFYING EXPENDITURES

If one of the following codes is used to describe the expenditure, no written description is needed. (Note exceptions on the back of this schedule for code "T".) Refer to the back of this schedule and the back of the Schedule E Continuation Sheet for detailed explanations of each category.

- *C* - MONETARY AND IN-KIND (NON-MONETARY) CONTRIBUTIONS TO OTHER COMMITTEES
- *I* - INDEPENDENT EXPENDITURES
- *L* - LITERATURE
- *B* - BROADCAST ADVERTISING
- *N* - NEWSPAPER AND PERIODICAL ADVERTISING
- *O* - OUTSIDE ADVERTISING

- *S* - SURVEYS, SIGNATURE GATHERING, DOOR-TO-DOOR SOLICITATIONS
- *F* - FUNDRAISING EVENTS
- *G* - GENERAL OPERATIONS AND OVERHEAD
- *T* - TRAVEL, ACCOMMODATIONS AND MEALS (MUST BE DESCRIBED. SEE BACK OF SCHEDULE E CONTINUATION SHEET.)
- *P* - PROFESSIONAL MANAGEMENT AND CONSULTING SERVICES

If one of the above codes does not accurately or fully describe the expenditure, leave the "Code" column blank and provide a written description in the "Description of Payment" column.

IMPORTANT: Do not itemize the payments of accrued expenses on Schedule E. Report only the lump sum of these payments on Line 4 of the Summary section, below.

NAME AND ADDRESS OF PAYER, CREDITOR OR RECIPIENT OF CONTRIBUTION <small>IF CONTRIBUTION TO COMMITTEE, IN ADDITION TO COMMITTEE'S NAME AND ADDRESS, ENTER L.B. NUMBER OR, IF NO L.B. NUMBER HAS BEEN ASSIGNED, ENTER THE TREASURER'S NAME AND ADDRESS</small>	CODE OR	DESCRIPTION OF PAYMENT	AMOUNT PAID
Bill Thomas Campaign Committee PO Box 395 Bakersfield, CA 93308 (ID# 082431)		Loan Repayment	5,000
SUBTOTAL			\$ 5,000

SUMMARY

1. PAYMENTS OF \$100 OR MORE MADE THIS PERIOD
(Include all Schedule E subtotals) \$ 5,000
2. PAYMENTS UNDER \$100 THIS PERIOD (Not itemized)
3. TOTAL INTEREST PAID THIS PERIOD ON OUTSTANDING LOANS
(Schedule B, Part 2, Column (d))
4. TOTAL ACCRUED EXPENSES PAID THIS PERIOD (Not itemized) (Schedule F, Line 4)
5. TOTAL PAYMENTS THIS PERIOD (Line 1 + 2 + 3 + 4) Enter here and on Line 8, Column B of
Summary Page \$ 5,000

97043801078

USE PREC DRINKING LABEL

Bill [unclear]
 PS
 City, State and Zip
 Bakersfield, CA 93312
 10/13/90 / 0824/91
 (Type of Report)
 of the State of
 by the General Election on
 in the State of CA

April 15 Quarterly Report
 July 15 Quarterly Report
 October 15 Quarterly Report
 January 31 Year End Report
 July 31 Nine-Month Report (Non-Union Year Only)
 Primary Election
 General Election
 Special Election
 Recall Election

RECEIVED
 OFFICE OF THE CLERK
 STATE OF CALIFORNIA
 100 DEC 12 AM 8 48

5. Reporting Period	COLUMN A This Period	COLUMN B Cumulative Year-to-Date
10/15/90 through 11/29/90		
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) from Line 17(a)	73,200.-	269,507.66
(b) Total Contribution Refunds (from Line 20(a))	0	0
(c) Net Contributions (other than loans) (subtract Line 20(a) from 6(a))	73,200.-	269,507.66
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17)	129,276.00	810,573.94
(b) Total Credits to Operating (Excess Starts from Line 14)	0	0
(c) Net Operating Expenditures (subtract Line 14(b) from 7(a))	129,276.00	810,573.94
8. Cash on Hand at Close of Reporting Period (from Line 27)	136,701.98	
9. Debts and Obligations Owed TO the Candidate (Reported on Schedule C under Schedule D)	10,000.-	
10. Debts and Obligations Owed BY the Candidate (Reported on Schedule C under Schedule D)	0	

For further information contact:
 Federal Election Commission
 505 E Street, NW
 Washington, DC 20463
 Toll Free 800-424-9600
 Local 202-376-3100

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer: John Cummings

Signature of Treasurer: [Signature] Date: Dec 6, 1990

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437d

907043801079
 9071421590

9704380108C
 9771421103

Name of Recipient (in Full) <i>Little Rock Community Committee 002431</i>				
A. Complete, mailing address and ZIP Code of Loan Recipient <i>Trice Ferry's Community 20001 P.O. Box 909 Baltimore, Md 21209</i>		Original Amount of Loan <i>25,000 -</i>	Guaranteed Payments To Date <i>15,000 -</i>	Balance Outstanding at Close of This Period <i>10,000 -</i>
Terms: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Other _____		Interest Rate: <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable		
List All Endorsers or Guarantors (if used) as Item A				
1. Full Name, Mailing Address and ZIP Code <i>Trice Ferry</i>		Name of Employer <i>Trice Ferry</i>		
2. Full Name, Mailing Address and ZIP Code <i>David Brennan</i>		Name of Employer <i>Trice Ferry</i>		
3. Full Name, Mailing Address and ZIP Code		Name of Employer		
B. Full Name, Mailing Address and ZIP Code of Loan Recipient		Original Amount of Loan	Guaranteed Payments To Date	Balance Outstanding at Close of This Period
Special: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (Specify):		Terms: <input type="checkbox"/> Cash <input type="checkbox"/> Other _____		Interest Rate: <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
List All Endorsers or Guarantors (if used) as Item B				
1. Full Name, Mailing Address and ZIP Code		Name of Employer		
2. Full Name, Mailing Address and ZIP Code		Name of Employer		
3. Full Name, Mailing Address and ZIP Code		Name of Employer		
SUBTOTALS This Period This Page (continued)		<i>10,000 -</i>		
TOTALS This Period (last page in this file only)		<i>10,000 -</i>		
Every contribution returned only to LORR 2, Baltimore, MD, for this form. If no LORR 2, every returned to appropriate line of Summary.				

092901
 WEST COAST
 CA 93304

A. TYPE OF REPORT

- April 15 Quarterly Report
- July 15 Quarterly Report
- October 15 Quarterly Report
- January 15 Year End Report
- Early or Late Year Report (Pre-election Year Only)
- Termination Report
- Primary Election
- General Election
- Special Election
- Recall Election

B. SUMMARY

	Column A This Period	Column B All Other Periods
1. Reporting Period: <u>01/01/91</u> through <u>06/30/91</u>		
2. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 15(a))	29,819.94	29,819.94
(b) Total Contribution Refunds (from Line 15(b))	0	0
(c) Net Contributions (other than loans) (subtract Line 15(b) from 15(a))	29,819.94	29,819.94
3. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17)	61,320.46	61,320.46
(b) Total Offsets to Operating Expenditures (from Line 18)	0	0
(c) Net Operating Expenditures (subtract Line 18 from 17)	61,320.46	61,320.46
4. Cash on Hand at Close of Reporting Period (from Line 21)	177,682.01	
5. Dates and Addresses Given TO the Committee (Reported on Schedule C and/or Schedule D)	None	
6. Dates and Addresses Given BY the Committee (Reported on Schedule C and/or Schedule D)	0	

For further information contact:
 Federal Election Commission
 600 G Street, NW
 Washington, DC 20463
 Toll Free 800-424-9530
 Local 202-376-3726

I certify that I have checked this Report and to the best of my knowledge and belief it is true, correct and complete.
 Type or Print Name of Candidate: John C. ...
 Signature of Candidate: [Signature]
 Date: July 1991

NOTE: Submission of false, incorrect, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. 6427.

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FEC FORM 3
 (Revised 4/87)

91014525104

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322992
THOMAS CAMPAIGN COMMITTEE
500-803
WALTONVILLE VA 23382

082431

4. TYPE OF REPORT

- 19th 12 Quarterly Report
 - 19th 6 Quarterly Report
 - 19th 3 Quarterly Report
 - 19th 1 Year End Report
 - July 31 Mid Year Report (Non-election Year Only)
 - Termination Report
- The report relates to: Primary Election General Election Special Election

SUMMARY

	COLUMN A Total Period	COLUMN B Calendar Year-to-Date
3. Reporting Period: 2/1/83 to 2/21/83		
4. Total Contributions (other than loans)		
(a) Total Contributions (other than loans) from Line 11(a)		23,776.7
(b) Total Contributions Refunds from Line 10(b)		8.00
5. Total Net Contributions (other than loans) (subtract Line 10(b) from 4(a))		23,698.7
7. Total Operating Expenditures		
(a) Total Operating Expenditures from Line 17		77,022.54
(b) Total Offsets to Operating Expenditures from Line 14		0
8. Net Operating Expenditures (subtract Line 7(b) from 7(a))	133,761.00	131,672.14
9. Cash on Hand at Close of Reporting Period (see Line 27)	133,761.00	
10. Debts and Obligations Owed TO the Committee (Report all on Schedule C and/or Schedule D)		
11. Debts and Obligations Owed BY the Committee (Report all on Schedule C and/or Schedule D)		

For further information contact:
Federal Election Commission
996 E Street NW
Washington, DC 20463
Tel Free 800-424-9530
Local 202-376-3127

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.
Type or Print Name of Treasurer: [Signature]
Signature of Treasurer: [Signature] Date: [Date]

NOTE: Submission of false, misleading, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. 5437g

FEC FORM 3
(revised 4/87)

07043801084

COUNCIL NO. 14721 022092 1P-000
 JOHN CASHIN
 2322 SUGAR CAMPUS COFFEE
 98 001 377
 GARDENERS SA 13362

STATE OF DE MEX
 02/31
 A. C. W. 1992

4. TYPE OF REPORT

July 15 Quarterly Report
 July 15 Quarterly Report
 October 15 Quarterly Report
 January 31 Year End Report
 July 31 500 Year Report (Non-Union Year Only)
 Washington Report

Primary Election
 General Election
 Special Election
 Referendum

5. Summary Period 01/01/92 through 06/30/92

Line	Description	Amount	Balance
10	Total Contributions (other than dues) (from Line 100)	28,800.00	28,800.00
20	Total Contributions Refunds (from Line 100)	0.00	0.00
30	Net Contributions (other than dues) (from Line 100 less Line 20)	28,800.00	28,800.00
40	Total Operating Expenses (from Line 17)	23,740.94	23,740.94
50	Total Offset to Operating Expenses (from Line 40)	6,000.00	6,000.00
60	Net Operating Expenses (from Line 40 less Line 50)	17,740.94	17,740.94

6. Check on Fund of Dues or Reporting Period (from Line 60) 186,121.10
7. Dues and Contributions (from Line 100)
8. Dues and Contributions (from Line 100 less Line 20)

I certify that I have prepared this report truthfully to the best of my knowledge and belief and that I am, at this time, a member of the Council.
AMBERLY MEERWATY
Chad Allen 7/15/92

97043801086

Navigation Committee

Name of the Vessel <i>Albatross</i>	Gross Tonnage <i>45,000</i>	Net Tonnage <i>25,000</i>	Date of Commission <i>+</i>
--	--------------------------------	------------------------------	--------------------------------

Name of Officer	Rank
<i>John Henry</i>	<i>Master</i>
<i>David Brandon</i>	<i>First Mate</i>

Name of the Vessel <i>Albatross</i>	Date of Commission <i>1914</i>
--	-----------------------------------

Name of Officer	Rank



REGULAR MAIL

WILLIAM M. THOMAS
MEMBER OF CONGRESS
CALIFORNIA
BOX 202 2020

March 30, 1992

022431

TO: OFFICE OF RECORDS AND REGISTRATION
FR: BILL THOMAS CAMPAIGN COMMITTEE
I.D. #C06100537

Enclosed is an amendment to our January 31 Year-End Report.

The following corrections have been made:

- 1) Schedule A discloses a contribution from a partnership and the contribution amount has been correctly attributed to each partner.
- 2) Schedule B discloses credit card expenditures which have been correctly itemized in Memo Entry form for all transactions to vendors which exceed \$200.00.
- 3) Schedule C and D have been amended to read that the Trice Harvey for Assembly Campaign Committee have an outstanding balance of \$5,000.00.

I hope this information clarifies any questions you may have concerning our report.

92014444666

97043801080

4



FEDERAL ELECTION COMMISSION
WASHINGTON, DC 20543

EO-3

JAN 2 1982

John Cummings, Treasurer
Bill Thomas Campaign Committee
P.O. Box 328
Bakersfield, CA 93303

Identification Number: C69100537

Reference: April Quarterly Report (1/1/82-3/31/82)

Dear Mr. Cummings:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-You disclose a \$5,000 loan repayment from the Committee to Elect Tries Harvey. A loan repayment from a state or local committee must be from sources permissible under the FECA, as amended. Specifically, the payment may not consist of funds from companies or unions. Additionally, any contributor to the State Committee is subject to the limits of 2 U.S.C. 3402(a)(1) and should clarify if the funds were from permissible sources.

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Clerk of the House of Representatives, 1916 Longworth House Office Building, Washington, DC 20515 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact us on our toll-free number, (800) 624-9229. My local number is (302) 219-1500.

Sincerely,

M. Todd Gerlough
Reports Analyst
Reports Analysis Division

27043801089
20337514005

REGULAR MAIL

JUN 17 1992

JUN 22 10 04

WILLIAM M THOMAS
Member of Congress
CALIFORNIA
NO. 022 2379

June 12, 1992

052-431

Clark of the House of Representatives
Office of Records and Registration
1036 Longworth House Office Building
Washington, D.C. 20515

Dear Sir/Madam:

This letter is in response to two inquiries raised by
the Federal Election Commission (FEC).

The first inquiry in question concerns the April Quarterly
Report (1/1/92 - 3/31/92) of the Bill Thomas Campaign Committee,
I.D. #C00100897, P. O. Box 392,akersfield, CA 92302.

The item in question pertains to a disclosure of \$6,000
which is a loan repayment from the Committee to Elbert Price
Harvey. The Bill Thomas Campaign Committee has been advised by
this state committee that all monies received in order to make
this contribution do not consist of corporate or union funds.

The second inquiry in question concerns the Year End and
Amended Year End Reports (7/1/91 - 12/31/91 and 2/11/92 and
3/30/92) of the Bill Thomas Campaign Committee.

The committee contacted each of the disclosed entries at the
time of receipt and determined that the contributions received
were not corporate contributions.

I hope this information has been helpful in clarifying any
questions.

Sincerely,

Catherine M. Abernethy
Assistant Treasurer

CONTRIBUTIONS TO THIS COMMITTEE ARE NOT DEDUCTIBLE FOR FEDERAL INCOME TAX PURPOSES

2/c

97043801090
701; .0305

USE PREVIOUS EDITIONS OR TYPE ON RECYCLED PAPER

5

NAME OF CANDIDATE: _____
 TYPE OF ELECTION: _____
 FEDERAL ELECTION COMMISSION
 REPORT ON CONTRIBUTIONS AND EXPENDITURES
 YES NO

April 15 Quarterly Report
 July 15 Quarterly Report
 October 15 Quarterly Report
 January 31 Year End Report
 July 31 Mid-Year Report (Non-candidate Year Only)
 Termination Report

This report contains activity for: Primary Election General Election Special Election Recall Election

SUMMARY

LINE	DESCRIPTION	COLUMN A Total Reported	COLUMN B Candidate Year-to-Date
1.	Reporting Period <u>01/01/89</u> to <u>06/30/89</u>		
2.	Net Contributions (other than loans)		
(a)	Total Contributions (other than loans) (from Line 11(a))	50,230.20	50,230.20
(b)	Total Contribution Refunds (from Line 20(a))	0	0
(c)	Net Contributions (other than loans) (subtract Line 20(a) from 2(a))	50,230.20	50,230.20
7.	Net Operating Expenditures		
(a)	Total Operating Expenditures (from Line 17)	123,353.13	123,353.13
(b)	Total Offsets to Operating Expenditures (from Line 14)	0	0
(c)	Net Operating Expenditures (subtract Line 14(b) from 7(a))	123,353.13	123,353.13
8.	Cash on Hand at Close of Reporting Period (from Line 27)	163,551.07	
9.	Debits and Obligations Owed TO the Committee (Reported on on Schedule C and/or Schedule D)	18,000.00	
10.	Debits and Obligations Owed BY the Committee (Reported on on Schedule C and/or Schedule D)	0	

For further information contact:
 Federal Election Commission
 550 E Street, NW
 Washington, DC 20463
 Toll Free 800-424-9530
 Local 202-576-3120

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer: **JOHN CUMMINGS**

Signature of Treasurer: *John Cummings*

Date: 7/2/89

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g

97043801091
 R 9 0 1 3 8 3 2 5 8 4

Use separate sheets for each category of the Detailed Inventory Page

FOR LINE NUMBER

by any person for the purpose of collecting contributions or for obtaining contributions from such contributors.

Committed #44431

97043801093

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
<i>[Faded]</i>	<i>[Faded]</i>	<i>5/20/89</i>	<i>804.52</i>
<i>[Faded]</i>	<i>[Faded]</i>	<i>5/11/89</i>	<i>532.53</i>
<i>[Faded]</i>	<i>[Faded]</i>	<i>5/1/89</i>	<i>47.67</i>
Full Name, Mailing Address and ZIP Code <i>[Faded]</i>	Purpose of Disbursement <i>[Faded]</i>	Date (month, day, year) <i>6/24/89</i>	Amount of Each Disbursement This Period <i>268.03</i>
Full Name, Mailing Address and ZIP Code <i>[Faded]</i>	Purpose of Disbursement <i>[Faded]</i>	Date (month, day, year) <i>2/1/89</i>	Amount of Each Disbursement This Period <i>58,000.00</i>
Full Name, Mailing Address and ZIP Code <i>[Faded]</i>	Purpose of Disbursement <i>[Faded]</i>	Date (month, day, year) <i>[Faded]</i>	Amount of Each Disbursement This Period <i>[Faded]</i>
Full Name, Mailing Address and ZIP Code <i>[Faded]</i>	Purpose of Disbursement <i>[Faded]</i>	Date (month, day, year) <i>6/29/89</i>	Amount of Each Disbursement This Period <i>851.78</i>
Full Name, Mailing Address and ZIP Code <i>[Faded]</i>	Purpose of Disbursement <i>[Faded]</i>	Date (month, day, year) <i>6/29/89</i>	Amount of Each Disbursement This Period <i>692.00</i>
Full Name, Mailing Address and ZIP Code <i>[Faded]</i>	Purpose of Disbursement <i>[Faded]</i>	Date (month, day, year) <i>6/28/89</i>	Amount of Each Disbursement This Period <i>358.00</i>

R TOTAL of Disbursements This Page (optional) *58,329.53*

TOTAL This Period (last page this line number only)

97043801094

R 90+13832707

Name of Contributor (in Full) <i>Bill Stone Original Loan</i>			
A. Full Name, Mailing Address and ZIP Code of Loan Source <i>Eric Henry 11111 11111</i>		Amount <i>15,000.00</i>	Balance Outstanding at Close of This Period <i>15,000.00</i>
<input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify): <input type="checkbox"/> Secured <input type="checkbox"/> Unsecured			
List All Endorsers or Guarantors (if any) to Item 8			
1. Full Name, Mailing Address and ZIP Code <i>Eric Henry</i>	Name of Employer <i>Bill Stone</i>		
2. Full Name, Mailing Address and ZIP Code <i>David Stone</i>	Name of Employer <i>Stone</i>		
3. Full Name, Mailing Address and ZIP Code	Name of Employer		
B. Full Name, Mailing Address and ZIP Code of Loan Source		Original Amount of Loan	Balance Outstanding at Close of This Period
<input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify): <input type="checkbox"/> Secured <input type="checkbox"/> Unsecured			
List All Endorsers or Guarantors (if any) to Item 8			
1. Full Name, Mailing Address and ZIP Code	Name of Employer		
2. Full Name, Mailing Address and ZIP Code	Name of Employer		
3. Full Name, Mailing Address and ZIP Code	Name of Employer		
TOTALS This Period This Page (optional) TOTALS This Period (see page 1)			

MEMBERS & PARTY COOKING
AND YOU'VE ALL INVITED

6

10

CONGRESSMAN BILL THOMAS
CAMPAIGN COMMITTEE
P.O. Box 395
Bakersfield, CA 93302

U.S. POSTAGE
PAID
BILL THOMAS



97043801095

PLACE
STAMP
HERE

BILL THOMAS CAMPAIGN COMMITTEE
P.O. Box 395
Bakersfield, CA 93302

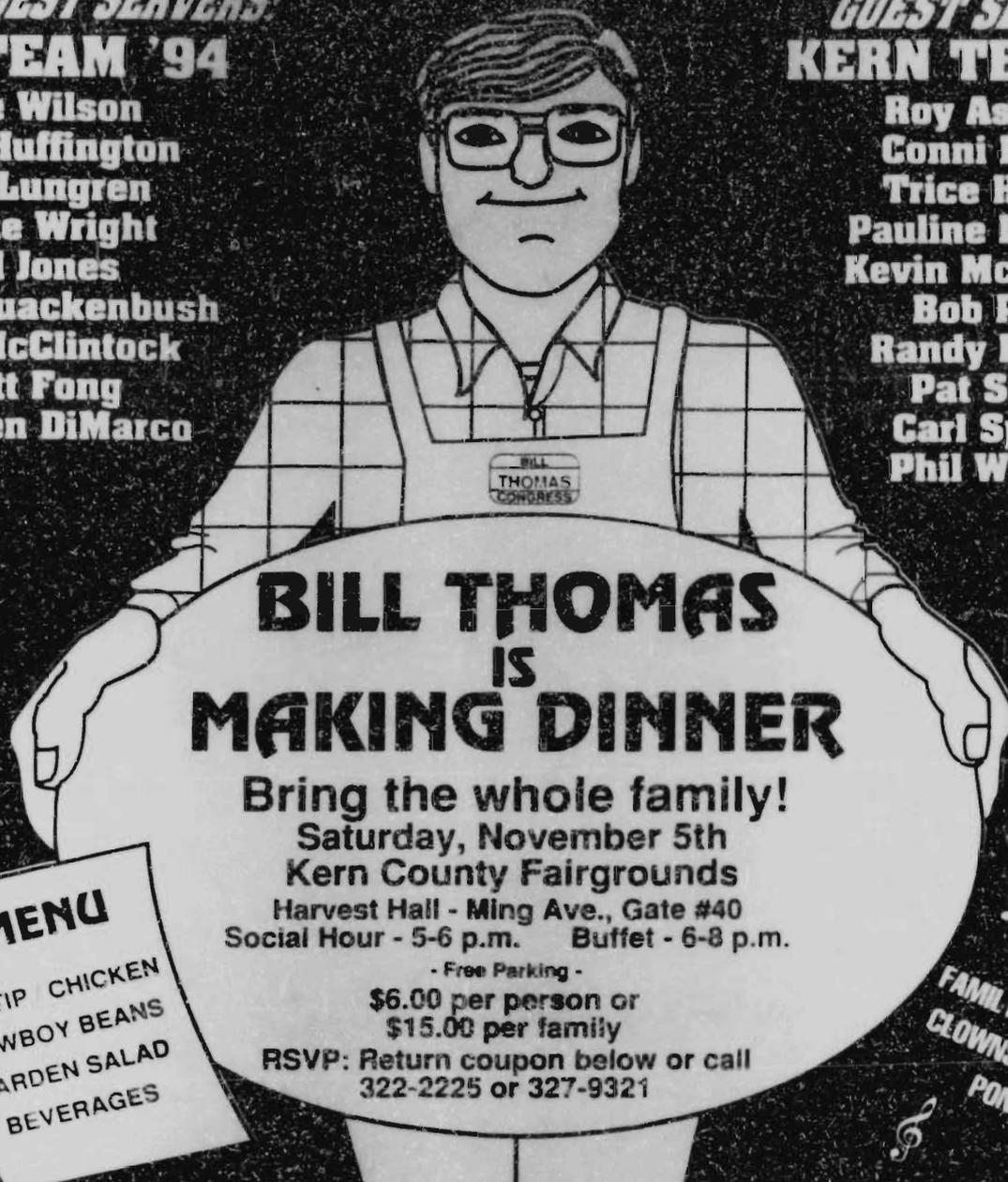
SPECIAL GUEST SERVERS:

CAL TEAM '94

Pete Wilson
Mike Huffington
Dan Lungren
Cathie Wright
Bill Jones
Chuck Quackenbush
Tom McClintock
Matt Fong
Maureen DiMarco

**GUEST SERVERS:
KERN TEAM '94**

Roy Ashburn
Conni Bruni
Trice Harvey
Pauline Larwood
Kevin McDermott
Bob Price
Randy Rowles
Pat Smith
Carl Sparks
Phil Wyman



**BILL THOMAS
IS
MAKING DINNER**

Bring the whole family!

**Saturday, November 5th
Kern County Fairgrounds**

Harvest Hall - Ming Ave., Gate #40
Social Hour - 5-6 p.m. Buffet - 6-8 p.m.

- Free Parking -

**\$6.00 per person or
\$15.00 per family**

**RSVP: Return coupon below or call
322-2225 or 327-9321**

MENU
TRI-TIP CHICKEN
COWBOY BEANS
GARDEN SALAD
BEVERAGES

MUSIC
FAMILY ENTERTAINMENT
CLOWNS • MAGICIANS
PONY RIDES

YES, BILL COUNT US IN!

Reservations for _____ persons at \$6/person
Reservations for _____ families at \$15/family
Payment enclosed _____ Pay at the door.
Sorry, we can't be there that evening,
but are sending \$ _____, and we'll be sure to vote Tuesday, Nov. 8th.
Please use our name in support of Bill's campaign.
We'd like a Thomas yard sign for our home.
We can help by volunteering at campaign headquarters.

Please print clearly!

Name _____
Address _____
City _____ ZIP _____
Phone _____

Contributions to this committee are not deductible as charitable donations for federal income tax purposes.

97043801096



United States Government Offices

PRESIDENT



Bill Clinton (D)

The White House
1600 Pennsylvania Ave NW 20503
Washington DC 20500
Call 202 456-1414

CORRECTIONS DEPARTMENT

HOUSE OF REPRESENTATIVES



Calvin Dooley (D)

20th District
224 W. Lacey Bl
Hanford CA 93230

Call 209 585-6171
Toll Free 800 464-4294

Washington Office
15-1227 Longworth House Office
Washington DC 20515
Call 202 225-3341



William M Thomas (R)

21st District
4100 Truxtun Av Ste 220
Bakersfield CA 93309

Call 327 3611

Washington Office
Rayburn House Office
Building 2206
Washington DC 20515
Call 202 225-2816

SENATE



Barbara Boxer (D)

2300 Tulare St Ste 130
Fresno CA 93721

Call 209 497-5109

Washington Office
112 Hart Building
Washington DC 20510
Call 202 224-3553

GOVERN

THE BAKERSFIELD CALIFORNIAN

Thursday, February 1, 1996

Young Republicans set installation event

The Kern County Young Republicans will conduct an installation dinner Wednesday for its 1996 board members.

The dinner will be conducted with Mayor Bob Price at 6:30 p.m. in Bill Lee's restaurant, 1230 18th St. Tickets are \$12 each and are available at Republican headquarters, 4100 Truxtun Ave., Suite 210, or at the door.

Additional information is available by calling 327-3673.

Some Address

WESTCHESTER

WESTCHESTER - WHITFIELD

- Westchester Barber Shop 322-5169
- Westchester Boat 324-4966
- Westchester Boat Coffee Shop 325-2287
- 1818 30th St 325-2259
- Westchester Dr 2200 F 93301 633-2636
- Westchester Chiropractic 2026 F 93301
- Westchester Counseling Center 2012 E St 93301 325-3070
- Westchester Dental Arts 2108 20th St 93301 324-6853
- Westchester Eye Medical Clinic Inc 1701 20th St 93301 324-9688
- Westchester Flower & Gift Shop 2915 F 93301 327-3886
- Westchester Liquors 2408 F 93301 323-0543

WESTCHESTER TV-AUDIO-VIDEO

- 2803 F 93301 325-2436
- Westchester TV Service 1818 20th St 93301 325-3535
- Westchester Upholstery 1 Marney 93305 324-8052
- Westchester Village News 5708 Elm 93300 323-8892
- Westcoast Co 7301 Franklin Av 93306 327-3465
- Westcorp Financial Services 7400 Howe Av 93304 835-5033
- Westcourt Apartments 2107 Ming Av 93308 834-7026
- Westec 2101 Center St 76183288 763-5161
- From Bakersfield 589-0417
- Westfield Inc 1431 W St 93301 636-8902
- Western Ag Investments Inc 116 Arroyo Av Wasco 93280 758-3274
- Western Ag-Ready 116 Arroyo Av Wasco 93280 758-5757
- Western Answering Service 218 Franklin St 93306 635-0222
- Western Appraisers Of Bakersfield

BUSINESS LISTINGS

SENATE

- Western Growers Association 3006 Silver Av 93306 322-4396
- Western Health Care Systems Group 3200 21st St 93301 323-5815
- Western Heavy Equipment Rental 323-4216
- Western Home (Marina) 19310 Holland 93312 323-4418
- Western Home (Marina) 10310 Holland 93312 898-0543
- Western Horsepower 4130 Adams Av 93308 323-6431
- Western Industrial (Ceramics) Inc 4100 Maro Rd 93308 323-4146
- Western Industrial Laundry 370 Bernard St 93305 431-5790
- Western Int Metal 18260 Santa Fe Av 93501 824-3601
- Western Inspection & Testing Services 7000 S Chester Av 93304 831-3888
- Western Institute Of Rehabilitation 2858 Alhambra Vinton Av 93308 472-4903
- Western Insulation Inc 9425 Langley Rd 93312 589-1424
- Western Kitchen 401 Chester Av 93301 323-2169
- Western Landscapes 822 Beach 93304 322-5109
- Western Landscapes 2494 E Bridge Ln 93300 324-7833
- Western Legal Associates 3008 Silver Av 93308 322-9922
- Western Mechanical Survey & Fabricators Inc 34750 Lancaster Av 93309 392-9353
- Western Metallurgical Inc 7200 Downing Av 93308 586-7259
- Western Mixers 245 Industrial 93307 327-9600
- Western Mobile Home Assn 243-3719
- Western Nutrients Corp 245 Industrial 93307 327-9600
- Western Oilfields Supply Co 3404 State Rd 93308 399-9124
- Western Outfitters 1219 19th St 93301 323-5966
- Western Pacific Airlines Reservation & Information Toll free 800 930-3030
- Western Pacific Research Inc 4100 Truxtun Av 93309 327-4141
- Western Painting Construction



Daphne Feinstein (D)

1130 N St Ste 2446
Fresno CA 93721
Call 209 485-7430

Washington Office
331 Hart Senate Office Building
Washington DC 20510
Call 202 224-3841

Some Address

①

PEC Form 1
July 1976
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20045

JUL 24 1976

Statement of Organizations For a Political Candidate

CERTIFIED

Supporting any candidate for federal office and endorsing committee
plans or expenditures in excess of \$1,000 in any calendar year in excess
of such candidate.
(See Reverse Side For Instructions.)

RECEIVED
OFFICE OF THE CLERK
U.S. HOUSE OF REPRESENTATIVES

JUL 24 1976

Note: Committees authorized by a candidate to receive contributions and make expenditures in connection with such election must maintain records with respect to each election.

1(a) Name of Committee (in full) Check if name or address is changed
Bill Thomas Campaign Committee 082431

(b) Address (number and street)
1910 Alta Vista Drive, Bakersfield, CA 93305
Post Office Box 395, Bakersfield, CA 93302
3 Date
July 24, 1976

(c) City, State and ZIP code
4 Is this an amended statement? Yes No
If "YES" FILL IN ONLY THOSE LINES ON WHICH THERE HAS BEEN A CHANGE

5 Check one:
 (a) This committee has been designated as the principal campaign committee for **William M. Thomas**
(Name of Candidate)
a candidate for **Congress** in the **1978** Election
(Federal office sought) (Year of election)
to be held in the State of **California**
(State in which election is held)
(THE PRINCIPAL CAMPAIGN COMMITTEE WILL FORWARD TO THE COMMISSION A COPY OF THE STATEMENT OF ORGANIZATION FOR EACH AFFILIATED COMMITTEE REQUIRED TO FILE WITH IT.)

(b) This committee is supporting only one candidate, and is authorized by _____
(Name of Candidate)
to receive contributions and make expenditures with respect to the _____ Election
(General, Primary, Runoff, etc.)
held in _____, and will file all reports and statements with the candidate's principal campaign
(Year of election in State)
committee, _____
(Full name of principal campaign committee)

(ATTACH A COPY OF CANDIDATE'S WRITTEN AUTHORIZATION, (PEC FORM 2))
 (c) This committee supports only one candidate _____ but is not an authorized committee.
(Name of Candidate)
 (d) This committee supports more than one federal candidate and is not a party committee.
 (e) This committee is a _____ committee of the _____ Party.
(National, State, county, city) (Democratic, Republican, etc.)

6 Name of affiliated and/or connected organization	Mailing address and ZIP code	Relationship
None		

If the registering political committee has identified a "connected organization" (bank, please indicate type of organization):
 Corporation Labor organization Membership organization Trade association Cooperative
 Corporation without capital stock Other (specify): _____

Submit additional information on separate contribution sheet appropriately labeled and attached to this Statement of Organization, indicate to the appropriate section where such information is contained on separate sheets.

7001423527

RECORDING REQUESTED BY
BANKERS' FUNDING CORP.

NO. 5643 PAGE 1774

AND WHEN RECORDED MAIL TO

A 3.00 DRS
A 1.00 HOEP
R7093 A 0 3/27/84 6.00 LASH

Name American National Bank
Street 1300 22nd street
Address Bakersfield, CA 93301
City & State Attn: Julie Salazar

032350

1984 MAR 27 AM 8 21

RECORDED BY
GALE S. ENSTAD

SPACE ABOVE THIS LINE FOR RECORDER'S USE

3 OR
1 AM
IN

Full Reconveyance

ESCROW No. _____

BANKERS' FUNDING CORP., a California corporation, as duly appointed under Deed of Trust hereinafter referred to, having received from holder of the obligations thereunder a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to said Trustee for cancellation, does hereby RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate now held by it thereunder. Said Deed of Trust was executed by William N. and Sharon L. Thomas, Husband and Wife as joint tenants

Trustor,

and recorded in the official records of Kern County, California as follows:

DATE August 14, 1980 AS INSTR. NO. 016188 IN BOOK/REEL 5306 PAGE/IMAGE 463

Now, therefore, in accordance with said request and the provisions of said Deed of Trust, BANKERS' FUNDING CORP., as Trustee, does hereby RECONVEY, without warranty, to THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all estate now held by it thereunder in and to that property in said county, state of California, described as follows:

Lots 38 and 39 Block 6 of Alta Vista Tract, in the City of Bakersfield, County of Kern, State Of California, as per Map recorded in Book 3 pages 71 and 72 of Maps, in the office of the County recorder of said County.

In Witness Whereof, BANKERS' FUNDING CORP., as Trustee, has caused its corporate name and seal to be hereto affixed by its officer, thereunto duly authorized.

Date March 19, 1984

BANKERS' FUNDING CORP., as Trustee
By Marti Luciano
Marti Luciano, Vice President

STATE OF CALIFORNIA, } SS.
COUNTY OF Orange }
March 19, 1984

97043801099

RECORDING REQUESTED BY
SAFECO TITLE INSURANCE COMPANY

WHEN RECORDED MAIL TO
AMERICAN NATIONAL BANK
1300 22nd Street
Bakersfield, Ca. 93301

Attn: Carl J. Husome
THE LENDER

016188

DOC 5306 121 463

1980 AUG 14 AM 10 00

RECORDED BY
RAY A. VERCAMMEN
KERN COUNTY RECORDER

A 5276 6.00 DRS
A 08/14/80 6:00 30

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Index as Trust Deed and Assignment of Rents.

DEED OF TRUST AND ASSIGNMENT OF RENTS

Loan No. _____

THIS DEED OF TRUST, Made this 11th day of July, 1980, between

William M. and Sharon L. Thomas, husband and wife as joint tenants

, THE OWNER, herein called TRUSTOR,

whose address is 1910 Alta Vista Dr., Bakersfield, CA. 93305

AMERICAN NATIONAL MORTGAGE, INC., a California corporation, herein called TRUSTEE, and
AMERICAN NATIONAL BANK, a United States Corporation, herein called BENEFICIARY, THE LENDER, whose
address is 1300 22nd Street, Bakersfield, CA. 93301

Whereas, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF
SALE, that property in _____
County, California

described as:

Lots 38 and 39 Block 6 of Alta Vista Tract, in the City of Bakersfield,
County of Kern, State of California, as per Map recorded in Book 3 pages
71 and 72 of Maps, in the Office of the County Recorder of said County.

KTP	BOOK NO.	PAGE NO.	INDEX NO.	PARCEL NO.	PORTION X
	12	20	200	11	

commonly known and designated as 1910 Alta Vista Dr., Bakersfield, CA. 93305

TOGETHER WITH all buildings and improvements now or hereafter placed thereon, and any water rights and the stock
of any water company, which rights and or stock are appurtenant or pertain to said land, it being understood and agreed that
all claims of property attached or unattached used in connection therewith shall be deemed satisfied, and the same, taxes and
profits thereon, and all claims of every person on the purchase price of said property secured by a first mortgage or purchase
money mortgage, shall be paid by the trust, trustee and beneficiary hereunder, and the trust, trustee and beneficiary shall

97043801100

RECORDING REQUESTED BY

STEWART TITLE

101634
AND WHEN RECORDED MAIL TO

NAME LTI Engineering
STREET ADDRESS P.O. Box 699
CITY & STATE Palmdale, CA 93550

021169

890-5635 INT 594

1984 FEB 20 11 20 AM

RECORDED BY
GAIL S. [unclear]
A 3.00 ORS
A 1.00 MDEP
R8280 A 02/29/84 6.00 WC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 186.45
X COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
Stewart Title
Signature of Declarant or Agent determining tax Firm Name



Individual Grant Deed

THIS FORM FURNISHED BY STEWART TITLE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

WILLIAM H. THOMAS and SHARON L. THOMAS, husband and wife

hereby GRANT(S) to LTI ENGINEERING, a California Corporation

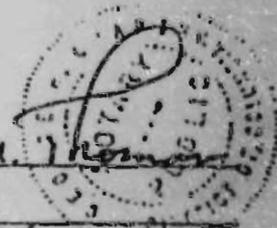
the following described real property in the city of Bakersfield
County of Kern State of California, described as:

Lots 38 and 39 in Block 6 of Alta Vista Tract, city of Bakersfield,
as per map recorded in book 3 pages 71 and 72 of Maps, in the office
of the county recorder of said county.

KTP	BOOK NO.	PAGE NO.	BLOCK NO.	PARCEL NO.	PORTION
	12	20	200	11	

Dated: October 20, 1983
STATE OF CALIFORNIA COUNTY OF WASHINGTON SS.
COURT OF DISTRICT OF COLUMBIA
On October 25 1983 before me, the undersigned, a Notary Public in and for said County and State, personally appeared William H. Thomas and Sharon L. Thomas

William H. Thomas
Sharon L. Thomas



97043801101

APN

RECORDING REQUESTED BY

TICOR TITLE INSURANCE
#584437-DB

076789

BOOK 5949 PAGE 106

DEC 17

AND WHEN RECORDED MAIL TO

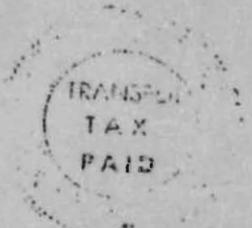
Name: WM. & SHARON THOMAS
DAVID MARK & CATHERINE M. ABERNATHY
Street Address: 1910 ALTA VISTA DRIVE
City & State: BAKERSFIELD, CALIF. 93305

ORS 4.00
MDEP 1.00
REC. FE 2.00
TI CHARGE 7.00
#157600 C001 R01 T08:49
12/17/86
TTAX # 11
TI 97.90
TT CHARGE 97.90
#129610 C001 R01 T08:49

MAIL TAX STATEMENTS TO

Name: SAME AS ABOVE
Street Address: SAME AS ABOVE
City & State: BAKERSFIELD, CALIF. 93305

4 OR
L MD
LN
2 RF
NA



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

CAT. NO. NN00578
TO 1921 CA (2-83)

THIS FORM FURNISHED BY TICOR TITLE INSURANCE

The undersigned grantor(s) declare(s): 97.90
Documentary transfer tax is \$ _____
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: (X) City of Bakersfield, _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
MAGNA DEVELOPMENT CORPORATION

a corporation organized under the laws of the State of CALIFORNIA hereby GRANTS to
WILLIAM M. THOMAS AND SHARON L. THOMAS, HUSBAND AND WIFE, AS JOINT TENANTS AS TO AN
UNDIVIDED ONE-HALF INTEREST AND DAVID MARK ABERNATHY AND CATHERINE M. ABERNATHY, HUSBAND
AND WIFE AS JOINT TENANTS, AS TO AN UNDIVIDED ONE-HALF INTEREST

the following described real property in the CITY OF BAKERSFIELD
County of KERN, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This deed is mad and accepted subject to all covenants, conditions, restrictions and
other matters as set forth in that certain Declaration of Restrictions recorded
Jan. 20, 1986, in Book 5835, Page 1966, Official Records of said county, together
with any amendments thereto now of record, all of which are incorporated herein by
this reference with the same effect as though fully set forth herein.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instru-
ment to be executed by its _____ President and _____ Secretary
thereunto duly authorized.

Dated Sept. 3, 1986

MAGNA DEVELOPMENT CORPORATION

STATE OF CALIFORNIA
COUNTY OF Kern

By: *Anthony Ahn* President

On Sept. 30, 1986 before me, the
undersigned, a Notary Public in and for said State, personally
appeared Anthony Ahn

By: _____ Secretary

personally known to me or proved to me on the basis of satis-
factory evidence to be the person who executed the within
instrument as the _____ President and

97043801102
ALL
PTK
01.31
150 069

076790

RECORDED BY DAVID...
MULTIPLE COPY...
#169620 C001 R01 T08:49

Order No. D 584437-DB-CS

Escrow No. 584437DB

RECORDING REQUESTED BY

TICOR TITLE INSURANCE

When Recorded Mail to:
DIRECTORS MORTGAGE
LOAN CORPORATION
P.O. BOX 1489
RIVERSIDE, CALIFORNIA 92502
OR 900036-5BAK

ORS 7.00
HDEP 1.00
REF. FE 5.00
TI CHARGE 13.00
#169620 C001 R01 T08:49

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

adopting and including by reference certain provisions of a deed of trust recorded in the counties
named herein. A copy of said provisions is appended hereto.

FHA 045-2119307-734

7
L MD
LN
5 RF
NA

THIS DEED OF TRUST, made this 26TH day of NOVEMBER, 19 86
BETWEEN AS TO AN UNDIVIDED 1/2 INTEREST, AND DAVID MARK ABERNATHY, as Trustor,
AND CATHERINE M. ABERNATHY, HUSBAND AND WIFE AS TO AN UNDIVIDED 1/2 INTEREST
whose address is 14500 LAS PALMAS DRIVE #37, BAKERSFIELD, CA 93306
(Street and Number) (City) (State)

COURTESY MORTGAGE SERVICE, A CALIFORNIA CORPORATION as Trustee, and
DIRECTORS MORTGAGE LOAN CORPORATION, A CALIFORNIA CORPORATION as Beneficiary,

WITNESSETH: That Trustor irrevocably GRANTS, TRANSFERS, and ASSIGNS TO TRUSTEE IN TRUST, WITH POWER

OF SALE, the property in KERN County, California,
described as: LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

CONDOMINIUM RIDER ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority conferred upon Beneficiary, pursuant
to paragraph 21 of the provisions incorporated herein by reference, to collect and apply such rents, issues, and profits:

FOR THE PURPOSE OF SECURING Performance of each agreement of Trustor adopted and included by reference or herein contained and payment of
the sum of EIGHTY SIX THOUSAND Dollars \$ 86,000.00)
AND NO/100 ---

with interest thereon according to the terms of a promissory note of even date herewith, payable to the Beneficiary or order and made by Trustor.

97043801103

FRONT
31

REQUESTED BY:

PUBLIC WORKS DIRECTOR, COUNTY OF KERN

WHEN RECORDED RETURN TO:
KERN COUNTY
SOLID WASTE MANAGEMENT PROGRAM
1415 TRUXTUN AVENUE, RM 113
BAKERSFIELD, CALIF. 93301-5265

073719

BOOK 6247 PAGE 1704
MAY 26 P 2 00

RECORDED BY GALE S. ENSTAD
KERN COUNTY CLERK-RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

KERN COUNTY
SOLID WASTE MANAGEMENT PROGRAM
(KCSWMP)
1415 TRUXTUN AVENUE, RM 113
BAKERSFIELD, CALIF. 93301-5265

CERTIFICATE OF TAX LIEN

NOTICE DATE 5-23-89

OR
MD
LN
RF
NA

I, L DALE MILLS, PUBLIC WORKS DIRECTOR OF THE COUNTY OF KERN, STATE OF CALIFORNIA, DO HEREBY CERTIFY, PURSUANT TO THE CALIFORNIA HEALTH AND SAFETY CODE AND KERN COUNTY ORDINANCES G-4907 AND G-4908 THAT THERE ARE ON RECORD IN MY OFFICE DELINQUENT LAND USE FEES, WHICH WERE DULY ASSESSED, COMPUTED AND LEVIED, TOGETHER WITH PENALTIES, FOR THE YEAR, IN THE AMOUNT AND AGAINST THE PARCEL OF PROPERTY SET FORTH BELOW.

97043801104

ASSEESSEE AND ADDRESS

YEAR, BILL NO.

AMOUNT

88/10-44877-00-3

THOMAS WILLIAM M & SHARON L
S ABERNATHY DAVID & CATHERINE
1930 ALTA VISTA DR
BAKERSFIELD CA 93305

AREA CODE

001-071

TOTAL TAX
10 PENALTY

27.50
2.75

TOTAL AMOUNT DUE

302.25

DESCRIPTION:

307-222-32-00-3
14500 LAS PALMAS DR #37 BAKERSFIELD PTM1- -4711A

FROM THE TIME OF RECORDATION OF THIS CERTIFICATE, FOR A PERIOD OF THREE YEARS, THE AMOUNT REQUIRED TO BE PAID, AS SHOWN HEREIN, TOGETHER WITH ALL ACCRUED PENALTIES THEREON, WILL CONSTITUTE A LIEN AGAINST THE PARCEL OF PROPERTY, AS DESCRIBED HEREIN, ON WHICH THE LAND USE FEE WAS IMPOSED. THE LIEN SHALL HAVE THE FORCE, EFFECT AND PRIORITY OF A JUDGMENT LIEN. UPON PAYMENT OF THE FEE AND PENALTIES, IT WILL ALSO BE NECESSARY TO ENCLOSE A SEPARATE CHECK IN THE AMOUNT OF \$9.00 MADE PAYABLE TO THE KERN COUNTY RECORDER TO RECORD THE LIEN RELEASE.

L DALE MILLS, PUBLIC WORKS DIRECTOR, COUNTY OF KERN

BY

L Dale Mills

WHEN RECORDED, RETURN TO:

THE BELOW NAMED ASSESSEE

039543

BOOK 6285 PAGE 1731

197 SEP -5 A 9:02

RECORDED BY DALE S. ENSIGN
KERN COUNTY CLERK

ORS .00
FREE REC .00

8723040 0001 601 711:10

* This document is exempt from recording
fee per Government Code Section 27383.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELEASE OF LIEN

KERN COUNTY SOLID WASTE MANAGEMENT PROGRAM
(KCSWMP)

1415 TRUXTON AVENUE, RM 113, BAKERSFIELD, CALIFORNIA 93301-5265

ORIGINAL CERTIFICATE OF TAX LIEN NOTICE DATE

5-21-89

ASSESSOR AND ADDRESS

YEAR/BILL NO

AMOUNT

88/10-66699-00-3

THOMAS WILLIAM H & SHARON L
& ABERNATHY DAVID & CATHERINE
3710 ALTA VISTA DR
BAKERSFIELD CA 93305

AREA CODE

001-071

TOTAL TAX
DU PENALTY

27.50
2.75

TOTAL AMOUNT DUE

30.25

DESCRIPTION

387-222-12-00-3

14500 LAS PALMAS DR #17 BAKERSFIELD PTN1- -4766A

L L DALE MILLS, DIRECTOR OF PUBLIC WORKS OF THE COUNTY OF KERN, STATE OF CALIFORNIA, DO HEREBY
RENEW, RELEASE AND DISCHARGE THE REAL PROPERTY FROM ANY LIEN IMPOSED THEREON BY THE FILING AND
RECORDING OF THIS CERTAIN "CERTIFICATE OF LIEN", NO 073119, IN VOL 6247, AT PAGE 1704,
OFFICIAL RECORDS OF THE COUNTY OF KERN, FOR UNPAID LAND USE FEES AND PENALTIES.

DATED THIS _____ DAY OF AUG 25 1989, 19____.

L DALE MILLS, PUBLIC WORKS DIRECTOR, COUNTY OF KERN

BY L Dale Mills DEPUTY

97043801105

WILLIAM M. THOMAS
20th DISTRICT, CALIFORNIA

HAND DELIVERED



COMMITTEES:
WAYS AND MEANS
HOUSE ADMINISTRATION
BUDGET

3400 BRYAN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-2815

Congress of the United States
House of Representatives
Washington, DC 20515
May 29, 1990

ADMINISTRATIVE ASSISTANT
CATHERINE H. ABERNATHY

OFFICE BRANCH
4100 TRINITY AVE. #220
BAKERSFIELD, CA 93309
(805) 327-2811

858 W. JACKMAN STREET, #118
LONGVIEW, CA 92854
(909) 948-2634

1200 PAUL STREET, #200
POMONA BEACH, CA 92649
(909) 775-2533

RECEIVED
OFFICE OF RECORDS & REGISTRATION
MAY 29 PM 4:34
U.S. HOUSE OF REPRESENTATIVES

Committee on Standards of Official Conduct
HT2 Capitol
Washington, D.C. 20515-6328

✓
MC

Dear Sir or Madam:

Enclosed is my Financial Disclosure Statement, which was recently returned to me. Accordingly, please amend the following two sections:

- 1) Part II, Section B, Unearned Income:

Source: Millicent Chatel Associates Inc., Washington, D.C.

- 2) Part III, Holdings:

Amendment is to check the "no" box as follows:

Do you, your spouse or dependant child receive income from or have a beneficial interests in a trust or other financial arrangement whose holdings are not reported because the trust is a "qualified blind trust" or other exempted trust?

Yes _____ No X NA _____

Thank you.

Best regards

WILLIAM M. THOMAS
Member of Congress

Enclosures

cc: Clerk, Office of Records and Registration
1036 Longworth House Office Building
Washington, D.C. 20515-6612

90110837076

97043801107

WESTERN PACIFIC RAILROAD

STATION COMPLETING FORM, PLEASE PRINT

WESTERN PACIFIC RAILROAD
 6900-12 Scapines Dr.
 Berkeley, CA 94705
 C1238940 195925

1. ADDRESS OF OFFICE (PRINTED) OFFICE NO. 6900-12 Scapines Dr.
 2. ADDRESS OF HEADQUARTERS (PRINTED BY COMPANY)
 3. ADDRESS OF OFFICE (PRINTED BY COMPANY)

THE NAMES OF:
 6. CHIEF EXECUTIVE OFFICER David Mark Abernathy (S.A. OFFICE ADDRESS AND PHONE NO. 6900-12 Scapines Dr. 81300)
 7. CHIEF FINANCIAL OFFICER David Mark Abernathy (S.A. OFFICE ADDRESS AND PHONE NO. 6900-12 Scapines Dr. 81300)

INCORPORATED IN CALIFORNIA (INCORPORATED IN STATE) CALIFORNIA
 8. NAME David Mark Abernathy (S.A. OFFICE ADDRESS AND PHONE NO. 6900-12 Scapines Dr. 81300)
 9. NAME David Mark Abernathy (S.A. OFFICE ADDRESS AND PHONE NO. 6900-12 Scapines Dr. 81300)
 10. NAME (S.A. OFFICE ADDRESS AND PHONE NO. 6900-12 Scapines Dr. 81300)

11. THE NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY.

12. DESIGNATED AGENT FOR SERVICE OF PROCESS (PRINTED BY COMPANY) David Mark Abernathy

13. CALIFORNIA COUNTY ADDRESS OF AGENT (S.A. OFFICE ADDRESS AND PHONE NO. 6900-12 Scapines Dr. 81300)

14. ADDRESS FOR SERVICE OF PROCESS (PRINTED BY COMPANY) David Mark Abernathy

15. SIGNATURE OF AGENT (PRINTED BY COMPANY) David Mark Abernathy

16. SIGNATURE OF AGENT (PRINTED BY COMPANY) David Mark Abernathy

17. RECEIVED
 18. FILED
 19. INDEXED
 20. SERIALIZED
 21. FILED
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 98. FILED
 99. FILED
 100. FILED

1238948

FILED

In the office of the Secretary of State
of the State of California

FEB 23 1984

JAMES JONES, Secretary of State

By Ray E. Briggs
Deputy

ARTICLES OF INCORPORATION
OF
WESTERN PACIFIC RESEARCH, INC

I

The name of this corporation is Western Pacific Research, Inc.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Catherine M. Abernathy
6900-12 Seapines Dr.
Bakersfield, CA 93309

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 200,000.

DATED: February 23, 1984

David Mark Abernathy

David Mark Abernathy
Incorporator

97043801108

BOOK 1153 PAGE 1922

918
THIS DEED

THIS DEED, made this 12th day of July, 1985, by and between L. P. LOOMIS, also known of record as Louie P. Loomis, unmarried, party of the first part, and Stephen McALLISTER, and Ann COMPTON, his wife, as tenants by the entirety, parties of the second part:

WITNESSETH: That for and in consideration of the sum of Ten and 00/100 (\$10.00), receipt whereof is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey unto the said Stephen McAllister, and Ann Compton, as tenants by the entirety, parties of the second part, with General Warranty of Title, all that certain lot or parcel of land, together with improvements thereon, located in the City of Alexandria, more particularly described as follows:

Lot Numbered Twenty-five (25) in Section Numbered Five (5), in the Subdivision of ROSEMONT, as the same is duly platted, dedicated and recorded among the land records of the City of Alexandria, Virginia in Deed Book 68, at Page 509.

Consideration: \$68,000.00

AND BEING the property as conveyed to the party of the first part by Deed recorded among the land records of the City of Alexandria, Virginia in Deed Book 504 at page 537.

TO HAVE AND TO HOLD the property in fee simple unto the party of the second part, or its successors.

This Deed is executed pursuant to the Orders of the Court In re Louie P. Loomis, Fiduciary No. 11002, in the Circuit Court for the City of Alexandria.

The party of the first part covenants that he has the right to convey said land; that he has full power to convey the entire property to the parties of the second part; that the parties of the second part shall have quiet possession thereof free from all encumbrances, except as above set forth; and that the party of the first part will execute such further assurances of said land as may be requisite.

WITNESS the following signatures and seals:

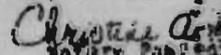
L.P. Loomis s/k/a
Louie P. Loomis


By Robert E. Duvall
Special Commissioner and
Guardian of L.P. Loomis

STATE OF VIRGINIA
CITY OF ALEXANDRIA

I, Christie Ann Moore, a notary public in and for the State of Virginia, City of Alexandria, do certify that Robert E. Duvall, Guardian and Special Commissioner for L.P. Loomis s/k/a Louie P. Loomis has appeared before me and sworn to and acknowledged the attached deed bearing date of July 12, 1985, as his act and deed, in my State and City aforesaid.

GIVEN under my hand this 12th day of July, 1985.


Christie Ann Moore
Notary Public



Property Address: 601 North View Terrace
Alexandria, Virginia

Property Address: 1317 King Street
Alexandria, Virginia 22314

After recording, return to: Roger J. McClure
1317 King Street
Alexandria, Virginia 22314

VERIFIED:
In City Clerk's Office of the County of Alexandria, Va. that this deed was returned and the same is correct.
By Sec. 54-24.3 in the amount of \$ 7.00
Notary Public & Notary at Large
Commission Expires 10/31/88

Commission expires: 8-6-88

7-19-85 9:41-9-11


BOOK 1169 PAGE 1772

11443
DEED

THIS DEED made this 21st day of February, 1986, by and between
STEPHEN MC ALLISTER and ANN COMPTON, husband and wife, GRANTORS; and
WILLIAM M. THOMAS and SEARON L. THOMAS, husband and wife, GRANTEEES;

WITNESSETH

THAT, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the GRANTORS do hereby grant, bargain, sell and convey, in fee simple and with General Warranty of Title, unto the GRANTEEES, as tenants by the entirety with full common law rights of survivorship, the following described property, situate, lying and being in CITY OF ALEXANDRIA, Virginia, to wit:

LOT NUMBERED TWENTY-FIVE (25) IN SECTION NUMBERED FIVE (5) IN THE SUBDIVISION OF ROSENONT, AS THE SAME IS DOLY PLATTED, DEDICATED AND RECORDED AMONG THE LAND RECORDS OF THE CITY OF ALEXANDRIA, IN DEED BOOK 68 AT PAGE 509.

AND BEING THAT SAID PROPERTY CONVEYED TO THE GRANTEEES HEREIN BY DEED DATED JULY 12, 1965, RECORDED JULY 18, 1965, IN DEED BOOK 1153 AT PAGE 1922 AMONG THE AFORESAID LAND RECORDS.

This conveyance is made subject to the covenants, conditions, restrictions, easements and rights of way of record.

The GRANTORS covenant that said GRANTEEES have the right to convey the aforesaid property; that the GRANTORS have done no act to encumber said property; that the GRANTEEES shall have quiet possession of said property; and that the GRANTORS will execute such further assurances as may be requisite.

Witness the following signatures and seals:

Stephen McAllister (seal)
STEPHEN MC ALLISTER

Ann Compton (seal)
ANN COMPTON

State of Virginia
FAIRFAX COUNTY

I, the undersigned, a Notary Public for the jurisdiction aforesaid, do certify that STEPHEN MC ALLISTER and ANN COMPTON whose names are signed to the foregoing document, acknowledged the same before me in my jurisdiction aforesaid, this 21st day of February, 1986.

My commission expires on the 25th day of ~~March~~, 1986.

19800000
29700
9900
1000
9900
9900
60500

[Signature]
Notary Public

9811443
In My Office of the Clerk
of the County of Alexandria I do hereby
acknowledge and the same imposed
by Sec. 25-2C.1 of the amount of \$
None later than 3:00 PM the day
of the date shown to record on

[Signature]

Tax Map No.: 53.03 05 08
Grantor's Address: 608 HUNTER VIEW TERRACE
ALEXANDRIA, VA 22301
Consideration: \$190,000.00

147-20-
TOTAL

FEB 24 2:31 PM '86

011443

Fairfax Co 22801
2118 Arlington Blvd., Ste. 104
Falls Church, VA 22046

BOOK 1169 PAGE 1773

11444

06-01-1949

PLANS RETURN TO: Town & Country Record & Title 8315 Arlington Blvd., Ste., 104 Fairfax, Va 22031

(Space Above This Line For Recording Date)

PURCHASE MONEY DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on FEBRUARY 21 1946. The grantor is William M. Thomas and Sharon L. Thomas, Husband and Wife of Fairfax County Virginia, and Sally M. Phillips of Fairfax County Virginia, trustee (any one of whom may act and who are referred to as "Trustee"). The beneficiary is ACADEMY MORTGAGE CORPORATION which is organized and existing under the laws of the State of South Carolina and whose address is 301 College Street, Greenville, South Carolina 29602 ("Lender"). Borrower owes Lender the principal sum of One Hundred Seventy Eight Thousand Two Hundred and 00/100ths Dollars (U.S. \$ 178,200.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in CITY OF ALEXANDRIA, Virginia:

LOT NUMBERED TWENTY-FIVE (25) IN SECTION NUMBERED FIVE (5) IN THE SUBDIVISION OF ROSEMONT, AS THE SAME IS DULY PLATTED, DEDICATED AND RECORDED AMONG THE LAND RECORDS OF THE CITY OF ALEXANDRIA, IN DEED BOOK 68 AT PAGE 309.

AND BEING THAT SAME PROPERTY CONVEYED TO THE GRANTEE HEREIN BY DEED TO BE RECORDED IMMEDIATELY PRIOR HERETO AND SIMULTANEOUSLY HEREWITH,

178,200.00
 26,730
 8,910
 1,000

 366,400

which has the address of 501 South View Terrace Alexandria Virginia 22301 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock (and all future now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower covenants and will defend generally the title to the Property against all claims and demands, (subject to any encumbrances of record).

THIS SECURITY INSTRUMENT combines uniform provisions for national use and non-uniform provisions with limited variations by jurisdiction to constitute a useful security instrument covering real property.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following (Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-enforceability of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give to Borrower (and the owner of the Property, if a different person) notice of sale in the manner prescribed by applicable law. Trustee shall give public notice of sale by advertising, in accordance with applicable law, once a week for two consecutive weeks in a newspaper having general circulation in the county or city in which any part of the Property is located, and by such additional or any different form of advertisement as the Trustee deems advisable. Trustee may sell the Property on the eighth day after the first advertisement or any day thereafter, but not later than 30 days following the last advertisement. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any part of the Property by advertising in accordance with applicable law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property with special warranty of title. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 1.00% of the gross sale price and reasonable attorneys' fees; (b) to the discharge of all taxes, levies and assessments on the Property, if any, as provided by applicable law; (c) to all sums secured by this Security Instrument; and (d) any excess to the person or persons legally entitled to it. Trustee shall not be required to take possession of the Property prior to the sale thereof or to deliver possession of the Property to the purchaser at the sale.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release this Security Instrument and shall surrender all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Identification of Note. The Note is identified by a certificate on the Note executed by any Notary Public who certifies an acknowledgment hereto.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (specify)

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower (and recorded) with it.

011464

FEB 24 2 32 PM '88

William M. Thomas (Seal)
 William M. Thomas
Sharon L. Thomas (Seal)
 Sharon L. Thomas

(Please Print Full Name for Administrative Use)

STATE OF VIRGINIA.....FAIRFAX.....County of:

The foregoing instrument was acknowledged before me this February 21, 1988,...

by.....WILLIAM M. THOMAS AND SHARON L. THOMAS..... (person acknowledging)

My Commission expires:

10-20-89

NOTARY PUBLIC
 In the Clerk's Office of the Court of the City of Alexandria, Virginia
 I, *Blaine J. [Signature]*, Notary Public
 do hereby certify that the above instrument is a true and correct copy of the original as shown to me.

Blaine J. [Signature]

97043801114

UNITED STATES HOUSE OF REPRESENTATIVES

FINANCIAL DISCLOSURE STATEMENT FOR CALENDAR YEAR 1994

FORM A
For use by Members, officers, and employees

55 MAY 15 PM 4:29

CATHERINE W. ABERNATHY
(Full Name)

2208 RHOB

225-2915

WASHINGTON DC 20515
(Mailing Address)

Daytime Telephone:

10
HAND DELIVERED
(Office Use Only)

Filer Status

Member of the U.S. House of Representatives

State: Ca
District: 21

Officer or Employee

Employing Office: Wm. THOMAS

Report Type

Annual (May 15)

Amendment

Termination

Termination Date:

A \$200 penalty shall be assessed against anyone who files more than 30 days late.

PRELIMINARY INFORMATION — ANSWER EACH OF THESE QUESTIONS

I. Did you or your spouse have "earned" income (e.g., salaries or fees) of \$200 or more from any source in the reporting period? If yes, complete and attach Schedule I.

Yes No

VI. Did you, your spouse, or a dependent child receive any reportable gift in the reporting period (i.e., aggregating more than \$250 and not otherwise exempt)? If yes, complete and attach Schedule VI.

Yes No

II. Did any individual or organization make a donation to charity in lieu of paying you for a speech, appearance, or article in the reporting period? If yes, complete and attach Schedule II.

Yes No

VII. Did you, your spouse, or a dependent child receive any reportable travel or reimbursements for travel in the reporting period (worth more than \$250 from one source)? If yes, complete and attach Schedule VII.

Yes No

III. Did you, your spouse, or a dependent child receive "unearned" income of more than \$200 in the reporting period or hold any reportable asset worth more than \$1,000 at the end of the period? If yes, complete and attach Schedule III.

Yes No

VIII. Did you hold any reportable positions on or before the date of filing in the current calendar year? If yes, complete and attach Schedule VIII.

Yes No

IV. Did you, your spouse, or dependent child purchase, sell, or exchange any reportable asset worth more than \$1,000 in the reporting period? If yes, complete and attach Schedule IV.

Yes No

IX. Did you have any reportable agreement or arrangement with an outside entity? If yes, complete and attach Schedule IX.

Yes No

V. Did you, your spouse, or a dependent child have any reportable liability (more than \$10,000) during the reporting period? If yes, complete and attach Schedule V.

Yes No

Each question in this part must be answered and the appropriate schedule attached for each "Yes" response.

EXCLUSION OF SPOUSE, DEPENDENT, OR TRUST INFORMATION — ANSWER EACH OF THESE QUESTIONS

TRUSTS—Details regarding "Qualified Blind Trusts" approved by the Committee on Standards of Official Conduct and certain other "excepted trusts" need not be disclosed. Have you excluded from this report details of such a trust benefiting you, your spouse, or dependent child? (See Instructions, pages 10-11.)

Yes No

EXEMPTION—Have you excluded from this report any other assets, "unearned" income, transactions, or liabilities of a spouse or dependent child because they meet all three tests for exemption? (See Instructions, page 11.)

Yes No

CERTIFICATION — THIS DOCUMENT MUST BE SIGNED BY THE REPORTING INDIVIDUAL AND DATED

This Financial Disclosure Statement is required by the Ethics in Government Act of 1978, as amended. The Statement will be available to any requesting person upon written application and will be reviewed by the Committee on Standards of Official Conduct or its designee. Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions (See 5 U.S.C. app. 6, §104 and 18 U.S.C. §1001).

SIGNATURE OF REPORTING INDIVIDUAL

Catherine W. Abernathy

DATE (Month/Day/Year)

5-15-95

10

SCHEDULE III — ASSETS AND "UNEARNED" INCOME

Continuation Sheet (if needed)

Name Abernathy Page of

SP. DC. JT	BLOCK A	BLOCK B								BLOCK C						BLOCK D									BLOCK E
	Asset and/or Income Source	Year-End Value of Asset								Type of Income						Amount of Income									Transaction
		A	B	C	D	E	F	G	H	DIVIDENDS	RENT	INTEREST	CAPITAL GAINS	EXCEPTED TRUST	QUALIFIED BLIND TRUST	I	II	III	IV	V	VI	VII	VIII	IX	
None	\$1 - \$1,000	\$1,001 - \$15,000	\$15,001 - \$50,000	\$50,001 - \$100,000	\$100,001 - \$250,000	\$250,001 - \$500,000	\$500,001 - \$1,000,000	Over \$1,000,000						None	\$1 - \$200	\$201 - \$1,000	\$1,001 - \$2,500	\$2,501 - \$5,000	\$5,001 - \$15,000	\$15,001 - \$50,000	\$50,001 - \$100,000	\$100,001 - \$1,000,000	Over \$1,000,000		
	4630 Easton, Bakersfield - gross					X				X										X					P
	net													X											
	8215 Laboroush, Bakersfield - gross					X				X										X					P
	net													X											
	8303 Laboroush " gross					X				X										X					P
	net													X											
	8307 Laboroush " gross					X				X										X					P
	net													X											
	8302 Laboroush - gross					X				X										X					P
	net													X											
	8306 Laboroush - gross					X				X										X					P
	net													X											
	8311 Laboroush - gross					X				X										X					P
	net													X											

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9704380115

SCHEDULE IV — TRANSACTIONS

Report any purchase, sale, or exchange by you, your spouse, or dependent child during the reporting year of any real property, stocks, bonds, commodities futures, or other securities when the amount of the transaction exceeded \$1,000. Include transactions that resulted in a loss. Do not report a transaction between you, your spouse, or your dependent child, or the purchase or sale of your personal residence, unless it is rented out. For further information, see Instructions, pages 20-21.		Type of Transaction			Date (MO/DAY/YR)	Amount of Transaction								
		PURCHASE	SALE	EXCHANGE		B \$1,001 - \$15,000	C \$15,001 - \$50,000	D \$50,001 - \$100,000	E \$100,001 - \$250,000	F \$250,001 - \$500,000	G \$500,001 - \$1,000,000	H over \$1,000,000		
SP, DC, JT	Asset													
SP	Example: Mega Corporation Common Stock	X			10-12-84		X							
	<i>Real Estate:</i>													
	4630 Easton, Bakersfield	X			3/25/84									✓
	8303 La Borosa, Bakersfield	✓			5/20/84									✓
	8215 " "	X			5/20/84									✓
	8307 " "	X			7/16/84									✓
	8306 " "	X			7/10/84									✓
	8306 " "	X			3/16/84									✓
	8311 " "	X			2/16/84									✓

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FEDERAL ELECTION COMMISSION
Washington, DC 20463

April 4, 1998

John Evans
P.O. Box 81026
Bakersfield, CA 93380-1026

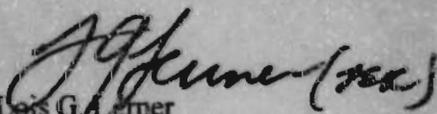
RE: MUR 4332

Dear Mr. Evans:

This letter acknowledges receipt on March 27, 1996, of your complaint alleging possible violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). The respondents will be notified of this complaint within five days.

You will be notified as soon as the Federal Election Commission takes final action on your complaint. Should you receive any additional information in this matter, please forward it to the Office of the General Counsel. Such information must be sworn to in the same manner as the original complaint. We have numbered this matter MUR 4332. Please refer to this number in all future communications. For your information, we have attached a brief description of the Commission's procedures for handling complaints.

Sincerely,


Lois G. Lemer
Associate General Counsel for Enforcement

Enclosure
Procedures

9704380117



FEDERAL ELECTION COMMISSION

Washington, DC 20463

April 4, 1986

John Cummings, Treasurer
Bill Thomas Campaign Committee
P.O. Box 395
Bakersfield, CA 93302

RE: MUR 4332

Dear Mr. Cummings:

The Federal Election Commission received a complaint which indicates that the Bill Thomas Campaign Committee ("Committee") and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

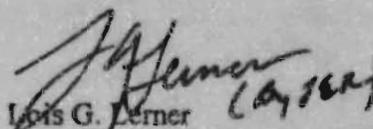
Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against the Committee and you, as treasurer, in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements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

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

9704380118

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



Lois G. Lerner
Associate General Counsel for Enforcement

Enclosures

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

97043801119



FEDERAL ELECTION COMMISSION

Washington, DC 20463

April 4, 1996

L. David Brandon, Treasurer
Committee to Elect Trice Harvey
P.O. Box 9611
Bakersfield, CA 93389

RE: MUR 4332

Dear Mr. Brandon:

The Federal Election Commission received a complaint which indicates that the Committee to Elect Trice Harvey ("Committee") and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

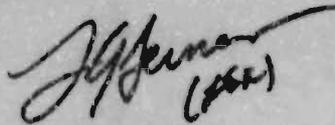
Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against the Committee and you, as treasurer, in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements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

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

9704380112C

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



Lois G. Lerner
Associate General Counsel for Enforcement

Enclosures

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

97043801121



FEDERAL ELECTION COMMISSION

Washington, DC 20463

April 4, 1996

Catherine Abernathy
6900-12 Seapines Drive
Bakersfield, CA 93309

RE: MUR 4332

Dear Ms. Abernathy:

The Federal Election Commission received a complaint which indicates that you may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

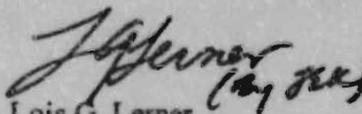
Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against you in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under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

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

97043801122

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



Lois G. Lerner
Associate General Counsel for Enforcement

Enclosures

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

97043801123



FEDERAL ELECTION COMMISSION

Washington, DC 20463

April 4, 1996

Mark David Abernathy
6900-12 Seapines Drive
Bakersfield, CA 93309

RE: MUR 4332

Dear Mr. Abernathy:

The Federal Election Commission received a complaint which indicates that you may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

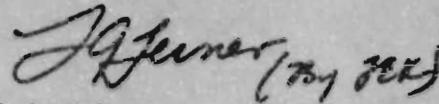
Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against you in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under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

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

97043801124

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



Lois G. Lerner
Associate General Counsel for Enforcement

Enclosures

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

97043801125



FEDERAL ELECTION COMMISSION

Washington, DC 20463

April 4, 1996

Community Construction
5407 Stockdale Highway
Bakersfield, CA 93309

RE: MUR 4332

Dear Sir or Madam:

The Federal Election Commission received a complaint which indicates that Community Construction may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

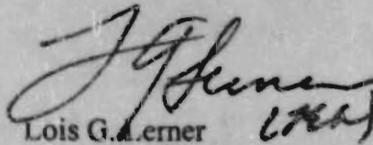
Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against Community Construction in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should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

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

97043801126

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



Lois G. Lerner

Associate General Counsel for Enforcement

Enclosures

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

97043801127



FEDERAL ELECTION COMMISSION

Washington, DC 20463

April 4, 1998

CERTIFIED
RETURN RECEIPT

Robin Lake Foster
c/o Bill Thomas Campaign Committee
P.O. Box 395
Bakersfield, CA 93302

RE: MUR 4332

Dear Ms. Foster:

The Federal Election Commission received a complaint which indicates that you may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

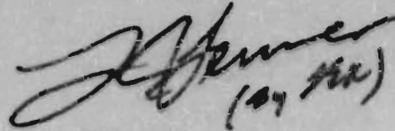
Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against you in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under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

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

97043801128

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lerner", with the initials "(by AL)" written below it.

Lois G. Lerner
Associate General Counsel for Enforcement

Enclosures

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

97043801129



FEDERAL ELECTION COMMISSION
Washington, DC 20463

April 4, 1996

Western Pacific Research, Inc.
4100 Truxtun Avenue, Suite 210
Bakersfield, CA 93309

RE: MUR 4332

Dear Sir or Madam:

The Federal Election Commission received a complaint which indicates that Western Pacific Research, Inc. may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

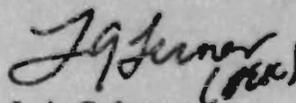
Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against Western Pacific Research, Inc. in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements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

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

97043801130

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



Lois G. Lerner
Associate General Counsel for Enforcement

Enclosures

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

97043801131



FEDERAL ELECTION COMMISSION

Washington, DC 20463

April 4, 1996

Walt J. Asher
W.J. Asher & Company
23945 Calabasas Road
Calabasas, CA 91302-1552

RE: MUR 4332

Dear Mr. Asher:

The Federal Election Commission received a complaint which indicates that you may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

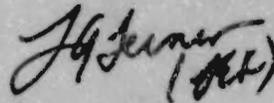
Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against you in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under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

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97043801132

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



Lois G. Lerner
Associate General Counsel for Enforcement

Enclosures

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

97043801133



FEDERAL ELECTION COMMISSION

Washington, DC 20463

April 4, 1996

Treasurer
Kern County Republican Party
4100 Truxtun Avenue, Suite 210
Bakersfield, CA 93309

RE: MUR 4332

Dear Sir or Madam:

The Federal Election Commission received a complaint which indicates that the Kern County Republican Party ("Committee") and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

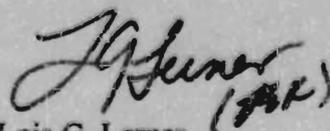
Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against the Committee and you, as treasurer, in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements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

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97043801134

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



Lois G. Lerner
Associate General Counsel for Enforcement

Enclosures

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

97043801135



FEDERAL ELECTION COMMISSION

Washington, DC 20463

April 4, 1996

Brian D. Boyle, Treasurer
96th Club Campaign Committee
1309 Prince Street
Alexandria, VA 22314

RE: MUR 4332

Dear Mr. Boyle:

The Federal Election Commission received a complaint which indicates that the 96th Club Campaign Committee ("Committee") and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

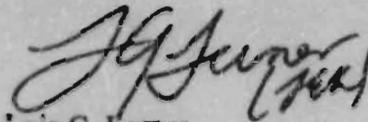
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97043801136

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



Lois G. Lerner
Associate General Counsel for Enforcement

Enclosures

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

97043801137



FEDERAL ELECTION COMMISSION
Washington, DC 20463

April 4, 1996

James D. Smith, Treasurer
California Republican Assembly
Political Action Committee
5500-37 Lennox
Bakersfield, CA 93309

RE: MUR 4332

Dear Mr. Smith:

The Federal Election Commission received a complaint which indicates that the California Republican Assembly Political Action Committee ("Committee") and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

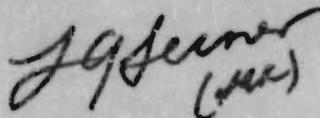
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97043801138

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



Lois G. Lerner
Associate General Counsel for Enforcement

Enclosures

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

97043801139



FEDERAL ELECTION COMMISSION

Washington, DC 20463

April 4, 1996

The Honorable William M. Thomas
2208 Rayburn House Office Building
Washington, DC 20515

RE: MUR 4332

Dear Mr. Thomas:

The Federal Election Commission received a complaint which indicates that you may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

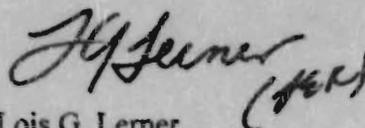
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9704380114C

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



Lois G. Lerner
Associate General Counsel for Enforcement

Enclosures

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

97043801141



FEDERAL ELECTION COMMISSION
Washington, DC 20463

April 4, 1996

James D. Smith, Treasurer
Citizens for a Better America
P.O. Box 80065
Bakersfield, CA 93380

RE: MUR 4332

Dear Mr. Smith:

The Federal Election Commission received a complaint which indicates that Citizens for a Better America ("Committee") and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

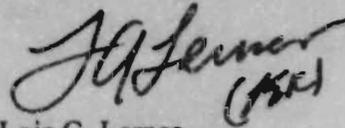
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97043801142

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



Lois G. Lerner
Associate General Counsel for Enforcement

Enclosures

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

97043801143



FEDERAL ELECTION COMMISSION
Washington, DC 20463

April 4, 1996

Roy Sekine, Treasurer
Conni Brunni for Supervisor Committee
4101 Brittany #223
Bakersfield, CA 93312

RE: MUR 4332

Dear Mr. Sekine:

The Federal Election Commission received a complaint which indicates that Conni Brunni for Supervisor Committee ("Committee") and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

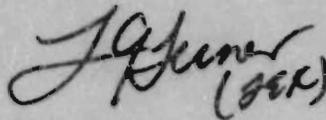
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97043801144

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,

Handwritten signature of Lois G. Lerner in cursive script, with the initials "GL" in parentheses below the signature.

Lois G. Lerner
Associate General Counsel for Enforcement

Enclosures

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

97043801145



FEDERAL ELECTION COMMISSION

Washington, DC 20463

April 4, 1996

Brian Rossling, Treasurer
Citizens for a Better America
P.O. Box 7647
Van Nuys, CA 91409

RE: MUR 4332

Dear Mr. Rossling:

The Federal Election Commission received a complaint which indicates that Citizens for a Better America ("Committee") and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4332. Please refer to this number in all future correspondence.

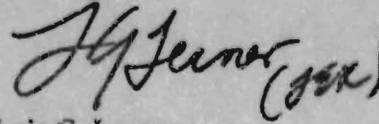
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97043801146

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



Lois G. Lerner
Associate General Counsel for Enforcement

Enclosures

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

97043801147

WILEY, REIN & FIELDING

1776 K STREET, N.W.
WASHINGTON, D. C. 20006
(202) 429-7000

JAN WITOLD BARAN
(202) 429-7330

April 25, 1996

FACSIMILE
(202) 429-7049

Ms. Lois G. Lerner
Associate General Counsel for Enforcement
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
APR 26 12 15 PM '96

Re: MUR 4332

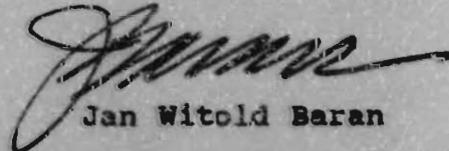
Dear Ms. Lerner:

Enclosed are statements designating this office as counsel in this matter for William Thomas, Catherine Abernathy, Mark Abernathy, Robin Lake Foster, John Cummings (on behalf of the Bill Thomas Campaign Committee), and John Stoval (on behalf of the Kern County Republican Central Committee). In addition, we understand that Brian Boyle has already sent a statement to you designating this office as his counsel, though we have not spoken directly to Mr. Boyle because he is out of the country on his honeymoon. Please address any future correspondence concerning all of these individuals in the above-captioned matter to me.

In addition, my clients hereby request a extension of time in which to file a response to the complaint until May 10, 1996.

Thank you in advance for your cooperation. Please do not hesitate to contact me or Scott Harris, Esq., of my office, if you have any questions.

Sincerely yours,


Jan Witold Baran

Enclosures

97043801148

STATEMENT OF DESIGNATION OF COUNSEL

MUR 4332

NAME OF COUNSEL: Jan Witold Baran

FIRM: Wiley, Rein & Fielding

ADDRESS: 1776 K Street, N.W.

Washington, D.C. 20006

TELEPHONE: (202) 429-7330

FAX: (202) 427-7207

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
APR 25 12 15 PM '96

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

William M. Thomas

_____ Date

Signature

RESPONDENT'S NAME: WILLIAM M. THOMAS

ADDRESS: PO Box 395

Bakersfield, CA 93302

TELEPHONE: HOME (_____) _____

BUSINESS (_____) 805/322-2225

97043801149

STATEMENT OF DESIGNATION OF COUNSEL

MUR 4332

NAME OF COUNSEL: Jan Witold Baran

FIRM: Wiley, Rein & Fielding

ADDRESS: 1776 K Street, N.W.

Washington, D.C. 20006

TELEPHONE: (202) 429-7330

FAX: (202) 429-7207

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

Date

Catherine M. Abernathy
Signature

RESPONDENT'S NAME: CATHERINE M. ABERNATHY

ADDRESS: 6900-12 Seapines Dr.

Bakersfield, CA 93309

TELEPHONE: HOME() _____

BUSINESS() 805/327-3611

9704380115C

STATEMENT OF DESIGNATION OF COUNSEL

MUR 4332

NAME OF COUNSEL: Jan Witold Baran

FIRM: Wiley, Rein & Fielding

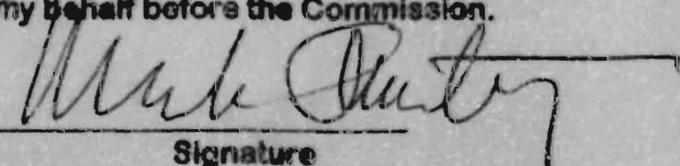
ADDRESS: 1776 K Street, N.W.

Washington, D.C. 20006

TELEPHONE: (202) 429-7330

FAX: (202) 429-7207

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



Date

Signature

RESPONDENT'S NAME: MARK ABERNATHY

ADDRESS: 6900-12 SEAPINES DR

BAKERSFIELD, CA 93309

TELEPHONE: HOME (805) 833-9787

BUSINESS (805) 327-4141

97043801151

STATEMENT OF DESIGNATION OF COUNSEL

MUR 4332

NAME OF COUNSEL: Jan Baran

FIRM: Wiley, Rein & Fielding

ADDRESS: 1776 K Street, N.W.

Washington, D.C. 20006

TELEPHONE: (202) 429-7330

FAX: (202) 429-7207

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

Robin Lake Foster

Signature

RESPONDENT'S NAME: Robin Lake Foster

ADDRESS: 4100 Truxtun Avenue, Ste. 220

Bakersfield, CA 93309

TELEPHONE: HOME (805) 834-8873

BUSINESS (805) 327-3611

97043801152

STATEMENT OF DESIGNATION OF COUNSEL

MUR 4332

NAME OF COUNSEL: Jan Witold Baran

FIRM: Wiley, Rein & Fielding

ADDRESS: 1776 K Street, N.W.

Washington, D.C. 20006

TELEPHONE: (202) 429-7330

FAX: (202) 429-7207

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

Date

John Cummings
Signature

RESPONDENT'S NAME: JOHN CUMMINGS

ADDRESS: PO BOX 1544

BAKERSFIELD

CALIF. 93302

TELEPHONE: HOME (805) 832-7211

BUSINESS (805) 328-7616

97043801153

STATEMENT OF DESIGNATION OF COUNSEL

MUR 4332

NAME OF COUNSEL: Jan Witold Baran

FIRM: Wiley, Rein & Fielding

ADDRESS: 1776 K Street, N.W.

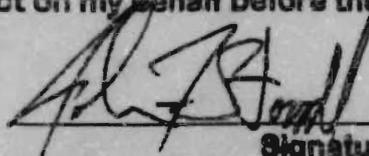
Washington, D.C. 20006

TELEPHONE: (202) 429-7330

FAX: (202) 429-7207

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

Date


Signature

JOHN STOVALL, CHMN

RESPONDENT'S NAME: KERN COUNTY REPUBLICAN CENTRAL COMMITTEE

ADDRESS: PO BOX 1144

BAKERSFIELD, CA 93302

TELEPHONE: HOME ()

BUSINESS (805) 327-9321

97043801154

STATEMENT OF DESIGNATION OF COUNSEL

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
MAY 12 10 23 AM '96

MUR 4332 JAN WITOLD BARAN,
NAME OF COUNSEL: JAN WITOLD BARAN, ESQ.
FIRM: WILEY, REIN & FIELDING
ADDRESS: 1776 K ST., N.W.
WASHINGTON, DC 20006

TELEPHONE: (202) 429-7330
FAX: (202) 429-~~7330~~ 7207

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

04/19/96
Date


Signature

RESPONDENT'S NAME: BRIAN D. BOYLE
ADDRESS: 1309 PRINCE ST.
ALEXANDRIA VA 22314

TELEPHONE: HOME (703) 683-3268
BUSINESS (202) 383-5263

97043801155

WILEY, REIN & FIELDING

1776 K STREET, N.W.
WASHINGTON, D. C. 20008
(202) 429-7000

JAN WITOLD BARAN
(202) 429-7330

April 29, 1996

FACSIMILE
(202) 429-7049

BY FACSIMILE AND U.S. MAIL

Ms. Lois G. Lerner
Associate General Counsel for Enforcement
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

APR 30 11 49 AM '96
RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

Re: MUR 4332

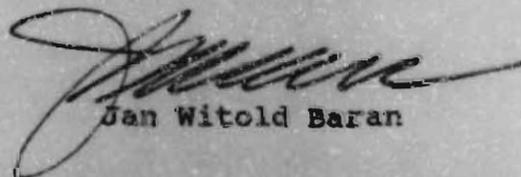
Dear Ms. Lerner:

This office represents William Thomas, Catherine Abernathy, Mark Abernathy, Robin Lake Foster, Brian Boyle, John Cummings (on behalf of the Bill Thomas Campaign Committee), and John Stoval (on behalf of the Kern County Republican Central Committee) in the above-referenced matter.

My clients have requested an extension of time in which to file a response to the complaint until May 10, 1996. Such an extension is necessary because we have only recently been retained in this matter and because of the large number of individuals who have been requested to respond to the complaint.

Thank you for your cooperation.

Sincerely yours,


Jan Witold Baran

97043801156



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 2, 1996

Jan Witold Baran, Esq.
WILEY, REIN & FIELDING
1776 K Street, N.W.
Washington, D.C. 20006

RE: MUR 4332

The Honorable William Thomas, Catherine Abernathy, Mark Abernathy, Robin Lake Foster, Brian Boyle, John Cummings, as treasurer, Bill Thomas Campaign Committee, and Kern County Republican Central Committee

Dear Mr. Baran:

This is in response to your letter dated April 25, 1996, requesting an extension until May 10, 1996, to respond to the complaint filed in the above-noted matter. Although your request was submitted late, after considering the circumstances presented in your letter, the Office of the General Counsel has granted the requested extension. Accordingly, your response is due by the close of business on May 10, 1996.

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

Sincerely,

Alva E. Smith, Paralegal
Central Enforcement Docket

97043801157

CitizensforaBetterAmerica™ (CBA)

Publisher of the "HAVE YOU BEEN LIED TO?" (sm) flyer
ROBERT COLACO, FOUNDER, NATIONAL CHAIRMAN
F.E.C. ID #C00278333

NATIONAL HEADQUARTERS
PO BOX 7484
VAN NUYS, CA 91409-7484
PHONE (818)757-1776

HONORARY
NATIONAL
CHAIRMAN

Congressman Bill
Dannemeyer
(1979-1992),
Orange County,
California

NATIONAL
CHAIRMAN
AND FOUNDER
Robert Colaco,
Los Angeles
County, California

CHAPLAIN
Rev. Darrel
Johnson,
California

TREASURER
Brian Rossling,
CPA, California

EXECUTIVE
ADVISORY
COMMITTEE

John Carpenter,
California

David Shemanski,
California

Bob Sliva, Texas
State Chairman,
Texas

Friday April 26, 1996
RE: MUR 4332
This letter sent by Certified Mail
Lois G. Lerner
Associate General Counsel for Enforcement
FEDERAL ELECTION COMMISSION
999 E STREET NW
WASHINGTON, DC 20463

MUR 4332

APR 30 3 02 PM '96
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COMMISSION
OFFICE OF GENERAL
COUNSEL

Dear Lois G. Lerner

In reference to your letter dated April 4, 1996, postmarked April 8, 1996 and received by us on April 11, 1996.

Our current treasurer Mr. Brian Rossling has only been our treasurer for the past couple of months but I am the Founder, National Chairman and have been the Assistant Treasurer of Citizens for a Better America since it's establishment. I felt that I should answer this complaint personally.

If the complaint about CBA is as a result of:

"10. Failure to Disclose other Authorized Committees.

The Federal Election Commission press office lists of "Leadership PAC's" list the 96th Club Campaign Committee, FEC # C00117721 as belonging to Mr. Wm. Thomas. On September 28, 1981 the FEC in an Advisory Opinion 1981-35 gave Mr. Thomas the approval to form "the California Republican Congressional Reapportionment Committee" which will 'finance activities related solely to the Congressional reapportionment process in California.' I am informed and believe that this Committee was named the 'California Republican Assembly Political Action Committee' FEC #C00247924 with James D. Smith as treasurer at 5500-37 Lennox, Bakersfield, California. Mr. James Smith is also treasurer for the PAC 'Citizens for a Better America' FEC #C0027833 address of PO Box 80065, Bakersfield, California. None are listed on FEC reports as other Authorized Committees by Mr. Thomas even though he may have controls of these committees."

It is difficult to understand what the complaint against Citizens for a Better America is but if the essence of what the complaint says is that Citizens for a Better America is now or has ever been an Authorized Committee of Mr. Bill Thomas, such statement is not true.

I spoke on the telephone with Mr. John Evans, the complainant on Saturday April 12, 1996 for about one hour and I asked him where he got the idea that CBA was directly or indirectly connected with Mr. Bill Thomas and he told me that he had some ~~fact~~ in Washington, DC tell him that but he would not tell me their name. If your rules permit it I think it is only fair that I ought to have my Constitutional Right of knowing who my accusers are and I would like you to ask him who made this allegation.

Please withdraw us from this complaint and let me know in writing the status of MUR 4332.

I certify that the foregoing is true and correct to the best of my knowledge under the penalty of perjury signed this 26th day of April, the year of our Lord 1996 in Reseda, California.

Sincerely

Robert Colaco

Founder, National Chairman, Assistant Treasurer

9704380158

JEFFREY ALLAN GLASER
Attorney At Law

23945 Calabasas Road, Suite 114
Calabasas, California 91302

Office (818) 591-2174
Fax (818) 591-2199

April 26, 1996

RECEIVED
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COMMISSION
OFFICE OF GENERAL
COUNSEL
APR 30 11 48 AM '96

Office of General Counsel
Federal Election Commission
Attention: Lois G. Lerner
Washington, D.C. 20463

Re: MUR 4332

Gentlemen:

I have been asked by Mr. Walter J. Asher to respond on his behalf as his counsel to the allegations against Mr. Asher made in the above referenced complaint by Mr. John Evans of Bakersfield, California. The specific allegations are contained in Paragraph 9 of the alleged violations.

To the allegations made against him, Mr. Asher answers as follows:

1. Mr. Asher does not remember ever speaking to Mr. Evans concerning the lease of the Suite currently occupied by Congressman Thomas, Suite 220. Nevertheless, Mr. Evans' statement concerning the "quoted" rental rate fails to note that space in the building is leased using what is known as a "gross lease" where the tenant is responsible for the payment of its own suite utilities and suite janitorial. Congressman Thomas, however, negotiated a lease on a full service basis wherein the landlord pays for these expenses. Mr. Asher's experience in the City of Bakersfield with the operation of commercial property is that these costs average \$0.21 per foot per month. This would add approximately \$301 per month to the cost of leasing the space. A gross rental amount of \$1,890 as allegedly quoted to Mr. Evans, plus \$301 in utility and janitorial costs means that the suite would cost Mr. Evans \$91 more than Congressman Thomas currently is paying.

The lease for Congressman Thomas was originally entered into in February of 1987 with the term commencing May 1, 1987. The lease term was extended through December 31, 1992. After and since this date, the tenancy has continued on a month-to-month basis, as a full service lease at the rate of \$2,100 per month. A copy of this lease, as amended, is attached as Exhibit "A".

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Office of General Counsel
Federal Election Commission
April 26, 1996
Page 2

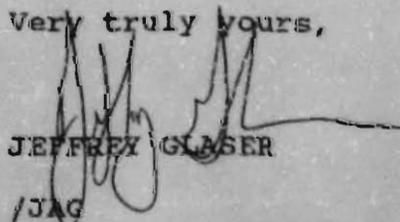
2. Suite 210 has been leased to Western Pacific Research since May of 1987. The term of this lease expired on December 31, 1991 and has remained as a month-to-month tenancy ever since at the rate of \$873.18 per month. A copy of this lease, as amended, is attached as Exhibit "B".

3. While it is true that Suites 210 and 220 are adjacent to each other, at no time throughout the terms of these leases has Mr. Asher ever been aware of the payment of rent for Western Pacific Research space by the United States Government. Copies of the latest rent checks for both of these suite are attached and marked as Exhibit "C".

For Mr. Asher's part, his relationships with Congressman Thomas and Western Pacific Research have always been at arms length. I hope that this information makes clear that the relationship between Mr. Asher and both Congressman Thomas and Western Pacific REsearch has always been strictly that of landlord and tenant. To the best of Mr. Asher's knowledge, the rent for Western Pacific Research is not paid by the federal government. Finally, Mr. Asher has no knowledge, either direct or indirect, concerning any of the other alleged violations of the Federal Election laws as set forth in the complaint.

If you have any questions or require any further information, please do not hesitate to contact me.

Very truly yours,



JEFFREY GLASER

/JAG

cc: Walter Asher

9704380116C

STATEMENT OF DESIGNATION OF COUNSEL

MUR 4332

NAME OF COUNSEL: Jeffrey A. Glaser

FIRM: _____

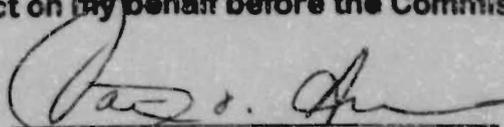
ADDRESS: 23945 Calabasas Road, #114
Calabasas, CA 91302

TELEPHONE: (818) 519-2174

FAX: (818) 591-2199

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

4/29/96
Date


Signature

RESPONDENT'S NAME: Walter J. Asher

ADDRESS: 23945 Calabasas Road, #114
Calabasas, CA 91302

TELEPHONE: HOME (818) 591-1651

BUSINESS (818) 591-2174

97043801161

STANDARD OFFICE LEASE

EMERALD CENTER

This lease is dated for reference purposes February 10, 1987 and is entered into between BAKERSFIELD MEDICAL ASSOCIATES, LTD., a California Limited Partnership, herein referred to as "Lessor" and The Honorable William M. Thomas, Member of Congress, 20th Congressional District herein referred to as "Lessee", and the parties hereto agree as follows:

1. **PREMISES:** Lessor leases to Lessee, and Lessee hires from Lessor, those certain premises containing approximately 1,433 square feet commonly known as Suite _____ on the 2nd floor in the EMERALD CENTER located at 4100 Truxtun Avenue, Bakersfield, California.

*** 2. **TERM:** The term of this lease shall be for a period of Two years, commencing on the First day of May, 1987, with suite construction work described in Exhibit "A" completed and the premises are delivered to Lessee, ready for occupancy. Upon delivery of the premises to Lessee, Lessee and Lessor shall execute a written acknowledgement of the date of commencement and shall attach it to this lease*** Please see the District Office Lease Attachment which is attached to, made a part of, and incorporated into this lease agreement.

Handwritten initials/signature

(a) If the Landlord, for any reason whatsoever cannot deliver possession of the said Premises to the Tenant at the commencement of the term hereof, this Lease shall not be void or voidable, nor shall Landlord, nor its agents be liable to Tenant for any loss or damage resulting therefrom, nor shall the expiration date of the above term be in any way extended, but in that event, all rent shall be abated during the period between the commencement of said term and the time when Landlord delivers possession. With respect to the foregoing, it is understood that if and to the extent that Landlord is unable to deliver timely possession of the Premises to Tenant due to delays by Tenant or failure by Tenant to timely provide Landlord with plans, specifications, information, approvals, consents, or the like, as required hereunder, then the rent reserved shall commence to accrue on the date possession of the Premises would have been delivered to Tenant but for the delays and/or failures of Tenant.

(b) In the event that Landlord shall permit Tenant to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all the provisions of this Lease. Said early possessions shall not advance the termination date hereinabove provided.

EXHIBIT "A"

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-----4. BASE RENT:--The base rent shall be ~~Sixteen dollars and sixty-eight cents~~ (\$16.68) per square foot of the area of premises per year or ~~One dollar thirty-nine cents~~ (\$1.39) per square foot per month. The base rental amount will be based upon the actual square footage of Lessee's suite as determined by the design architect of the building upon finalization of Lessee's plans. (~~1,433~~) square feet equals final footage; (~~\$2,000.00~~) equals TOTAL rentable per month, both to be inserted and initialed upon finalization of Lessee's plans. Said base rental shall be due and payable in advance on the first day of each and every calendar month during aforesaid term. The base rental for which provision is herein above made shall be adjusted as of January 1, of each year during the term of the lease to reflect any change in the cost of living. Such adjustment shall be calculated on the basis of the Los Angeles Long Beach Metropolitan Area Consumer Price Index for all Urban Consumers (the Index) 1967=100 Standard Reference Labor Statistics by the United States Department of Labor. Such adjustment shall be made by multiplying the base rental for which provision is herein above made by a fraction, the numerator which is the Index as of December, immediately preceding such January 1, and the denominator of which is the Index for the month the term of this lease commences. If the Index for any December shall not be published, the official Index published by the Bureau of Labor Statistics (or any successor agency) which is most nearly equivalent to the Index shall be substituted. In no event shall the monthly rent payable by tenant to landlord pursuant to this article be less than the sum initially set forth above.

-----5. INCREASES OR DECREASE IN OPERATING COSTS:--The monthly rent payable by Tenant during the term of this Lease shall be adjusted as hereinafter set forth. It is understood and agreed that the monthly rental rate per foot paid by Tenant is predicated upon the following annual building operating costs per square foot of net rentable area as of the commencement date of this lease (Herein called "base annual costs"): (a) property taxes--\$.90; (b) common area utilities--\$.10; (c) insurance--\$.10; (d) maintenance--\$.10; (e) building supplies--\$.13; and (f) property management--\$.90. At the end of the first full or partial calendar year and semi-annually thereafter, Tenant shall be billed for any net increases in the above described annual cost per square foot of space rented by Tenant. Said amount shall be deemed to be additional rent and shall be due and payable within thirty (30) days after notice by Landlord to Tenant of the amount due under this agreement. The accounting records of the building relating to operating costs shall be available for inspection by Tenant or his representative.

-----6. DEFINITION OF PROPERTY TAXES: of this Paragraph 6, "property tax costs" shall mean real property taxes and assessments on the building and the land on which the building is located imposed by any governmental authority any tax on or measured by rentals imposed wholly or partly in lieu thereof, and any license fee, commercial rental tax, or other tax upon Lessor's business of leasing the premises, but shall not include any franchise, capital stock, estate or inheritance taxes.

*** 7. SECURITY DEPOSIT AND FIRST MONTH'S RENT: Upon execution of this lease, Lessee agrees to pay Lessor \$ 2,000.00 to apply towards the first month's rent, and in addition thereto the sum of ~~\$ 2,000.00~~ as security deposit for the full and faithful performance of all provisions of this lease to be performed by Lessee. The first month's rent paid, based on the approximate square footage of the premises shall be adjusted upward or downward upon finalization of Lessee's plans as described in Paragraph 4, of this lease. If any portion of said deposit is so used or applied by Lessor, Lessee shall, within five (5) days after written demand therefor, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount.

*** See District Office Lease Attachment, paragraph 6.

8. USE: Tenant shall use the Premises for general office purposes and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

9. SUB-LETTING OR ASSIGNMENT: Lessee agrees not to assign or sublet this lease or the leased premises or any part thereof without the prior written consent of Lessor. Any transfer or assignment of this lease by operation of law without the written consent of the Lessor shall make this lease voidable at the option of the Lessor. However, Lessor agrees not to unreasonably withhold consent provided the proposed assignee or sublessee (a) is satisfactory to Landlord as to credit, character and business or professional standing, (b) will occupy the premises for office purposes not inconsistent with Landlord's commitment with other Tenants, and (c) assumes and agrees to be bound and directly responsible for all Tenant's obligations hereunder. However, Tenant agrees that Landlord's consent to any such assignment or sublease shall in no event be construed as releasing Tenant from its liabilities or obligations hereunder nor as relieving Tenant from the further assignment or subletting.

10. SERVICES AND UTILITIES: Landlord shall furnish the Premises, during reasonable and usual business hours and subject to the regulations of the building wherein the Premises are situated, with a reasonable amount of water, gas and electricity suitable for the intended use of the Premises, window washing with reasonable frequency, replacement of fluorescent tubes and light bulbs, toilet room supplies, and elevator service.

Landlord has or shall cause a water meter, gas meter, or electrical current meter to be installed in the Premises, so as to measure the amount of water, gas and electric current consumed by Tenant. ~~Tenant agrees to pay utility company, promptly upon demand therefor, for all such water, gas, and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility furnishing the same.~~ Landlord shall pay utility costs and janitorial service.

11. SUITE DEVELOPMENT: The premises shall be improved by lessor in accordance with final plans and specifications. ~~to be prepared by Lessor and approved with the standard specifications attached as Exhibit "A" to this lease.~~ Any changes from the specifications and the quantities allowed shall be treated as extras and shall be requested by Lessee in writing and the cost thereof shall be borne by Lessee.

12. WASTE, ALTERATIONS, AND REPAIRS: Lessee shall not commit, or suffer to be committed, any waste upon the said premises, nor any nuisance, or other act or thing which may disturb the quiet enjoyment of any other Lessee in the building. Lessee shall not make, nor suffer to be made, any alteration of the premises, nor any part thereof, without the written consent of Lessor first had and obtained, and any additions to, or alterations of, the premises, except movable furniture and trade fixtures, shall become at once a part of realty and belong to Lessor. Lessee shall at his own expense, take good care of the premises, reasonable wear and tear excepted, and shall make all repairs thereto or to the building which are made necessary as a result of any nuisance or neglect by Lessee or by his agents or employees or by his visitors.

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Notwithstanding the provisions of Article 12 hereinabove, Landlord shall repair and maintain the structural portions of the Building, including the basic plumbing, air conditioning, heating and electrical systems, installed or furnished by Landlord, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to the Landlord the reasonable cost of such maintenance and repairs.

13. SIGNS: Lessee shall not, without Lessor's prior written consent, permit any signs, advertisements, or notices to be displayed, except an entrance door sign in a color, size and style approved by lessor. Said entrance door sign shall be at Lessee's sole expense. Lessor shall provide at his expense suitable directory signs in the building lobby, on each floor of the building, and a sign identifying the building.

14. ABANDONMENT: Lessee shall not vacate or abandon the premises at any time during the term, and if Lessee shall abandon, vacate or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned.

15. LIABILITY INSURANCE: At all times during Lessee's occupancy, Lessee shall maintain in full force and effect with an insurance company, authorized to transact business in California, an insurance policy which will insure and indemnify Lessor against liability or financial loss resulting from injuries occurring to persons or property in the leased premises, the amount thereof to be not less than \$250,000.00 for any one person injured, and \$500,000.00 for any one accident, and \$100,000.00 for property damage. Lessee shall provide Lessor with certificates of insurance evidencing compliance with the foregoing, and such certificates shall provide written obligation on the part of the Lessee's insurance carrier to notify Lessor in writing prior to any cancellation of said policy. If Lessee does not keep such insurance in full force and effect, Lessor may take out the necessary insurance at Lessee's expense. Lessee shall hold Lessor exempt and harmless from any damage or injury to any person or to the personal property of any person, arising from the use of the premises by Lessee, or from the failure of Lessee to keep the premises in good condition and repair, as herein provided, or from theft or forcible entry into the premises.

16. WAIVER OF SUBROGATION: Each party hereto shall cause issuers of fire or extended coverage insurance in respect of the premises of any property situated therein to execute and deliver a written waiver of all rights to subrogation which said issuers of insurance might otherwise have against the other party.

17. SUBORDINATION, ATTORNMENT: This lease shall be subordinate and subject at all times to any mortgage or deed of trust now a lien against the premises, or which at any time hereafter shall be made by Lessor, and to all advances made, or hereafter to be made, upon the security of such mortgage or deed of trust. Upon demand Lessee shall execute any documents reasonably necessary to accomplish such subordination.

18. REMEDIES OF LESSOR ON DEFAULT: If Lessee breaches this lease, Lessor shall have the following rights, which rights shall not be exclusive, but shall be in addition to all other rights and remedies now or hereafter available to Lessor under the laws or judicial decisions of the State of California:

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(a) The damages which the Lessor may recover following termination of this lease shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided.

(b) The Lessor may elect to have the lease continue in effect so long as he does not terminate the Lessee's right to possession, and the Lessor may enforce all his rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease.

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19. **DAMAGE OR DESTRUCTION:** If the premises or the building is damaged by fire or other casualty, the damage shall be repaired by and at the expense of Lessor provided such repairs can, in Lessor's opinion, be made within thirty (30) days after the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of the premises which is unusable by Lessee in the conduct of his business or profession (but there shall be no abatement of rent by reason of any portion of the premises being usable for a period of equal to one day or less). If the damage is due to the fault or neglect of Lessee or his employees, there shall be no abatement of rent. If such repairs cannot, in Lessor's opinion, be made within thirty (30) days, Lessor may, at its option, make them within a reasonable time and in such event this lease shall continue in effect and rent shall be apportioned in the manner provided above. If Lessor does not so elect to make such repairs which cannot be made within thirty (30) days, then either party may, by written notice to the other, cancel this lease as of the date of the occurrence of such damage. A total destruction of the building shall automatically terminate this lease.

20. **BANKRUPTCY:** Any of the following events shall constitute a breach of this lease by Lessee: (a) Lessee's voluntary or involuntary bankruptcy; (b) a general assignment by Lessee for the benefit of creditors; or (c) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee.

21. **SURRENDER OF LEASE NOT MERGER:** The voluntary or other surrender of this lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and may, at Lessor's option act as an assignment to him of any sublease or subtenancies, and/or give the Lessor the option to terminate any sublease or subtenancies.

22. **ATTORNEY'S FEES:** If any litigation pertaining to this lease is brought by either party against the other party, the party in whose favor final judgement shall be entered shall be entitled to have and recover from the other reasonable attorney's fees to be fixed by the Court.

23. **WAIVER:** Lessor's waiver of any breach of any term, covenant, or condition shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent by Lessor shall not be deemed to be a waiver of any prior breach by Lessee of any term, covenant, or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such prior breach at the time he accepts such rent. Lessor's failure to exercise any right, option or privilege hereunder shall not be deemed as a waiver of said right, option or privilege nor shall it relieve Lessee from his obligation to perform each and every covenant and condition on his part to be performed nor from damages or other remedy for failure to perform the obligations of this lease.

24. **CONDEMNATION:** If any part of the premises are condemned or sold for a public or quasi-public use, and a part thereof remains which is fit for tenancy, this lease shall, as to the part so condemned or sold, terminate as of the date title shall vest in the grantee, and the rent payable hereunder shall be adjusted so that the Lessee shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after the conveyance of title bears to the value of the entire premises on the date of the conveyance and Lessor shall have the option to terminate this lease as of the date when title to the premises thereupon terminate. Lessor shall be entitled to all compensation or award received for any part or all of the premises condemned or sold, and the Lessee hereby irrevocably assigns and transfers to the Lessor any right to compensation or damages to which the Lessee may become entitled during the term hereof by reason of condemnation or sale of all, or part of the premises.

25. **INTEREST ON DELINQUENT RENT:** Lessor shall have the option of charging Lessee if any installment of rent or of a sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after that said amount is past due then Tenant shall pay Landlord a late charge equal to ten (10%) percent of such overdue amount.

26. **RULES FOR BUILDING:** Lessee agrees to be bound by all reasonable rules for the use of the building and the parking lot, which rules Lessor may from time to time establish.

27. **SUCCESSORS AND ASSIGNS:** The provisions hereof shall apply to and bind the heirs, successors, executors, administrators and assigns of all parties hereto, subject to the provisions as to assignment.

28. **TIME OF ESSENCE:** Time is of the essence of this lease.

29. **NOTICES:** All notices or demands shall be in writing and shall be served either personally or by certified or registered mail.

30. **COVENANTS AND CONDITIONS:** Each provision of this lease performable by Lessee shall be deemed both a covenant and condition. Paragraph headings are for convenience only and are not to be used to interpret this lease.

31. **RIGHT OF ENTRY:** Lessor and its agents shall have the right to enter the premises at all reasonable times for any reasonable purpose.

32. **HOLDING OVER:** If Lessee shall hold possession of the premises or any part thereof after the expiration of the term of this lease or any renewal or extension thereof, then such holding over shall constitute a tenancy from month to month only, upon the same terms, covenants and conditions contained herein so far as are applicable, with the exception that the rental rate for the premises shall be determined by the prevailing rental rates at the time of the start of the holding over period, established for any new tenants entering the building.

33. **MISCELLANEOUS:** This lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this lease may be amended or added to except by an agreement in writing signed by the parties hereto or their successors in interest.

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EXHIBIT "A"

BAKERSFIELD MEDICAL ARTS CENTER

Suite Improvements

I. BUILDING STANDARD SUITE IMPROVEMENTS

The following Suite Improvements will be provided at the expense of Lessor, as provided in his base construction contract.

A. Partitions:

- (1) 70 Linear feet of Building Standard drywall partitions for each 1000 square feet of net leased premises.
- (2) Partitions will be covered with two (2) coats of vinyl latex paint.
- (3) Partitions will include insulation.

B. Doors and Door Frames:

- (1) Building Standard doors furnished as required will be wood grain, masonite-type faced on both sides. The particular finish face used on both sides will be legacy oak. Exterior entry doors will be bronze glass store front doors with bronze anodized aluminum frame and threshold with standard weather stripping.
- (2) Building Standard doors within the suite will be 8'0" x 3'0" in width, of hollow-core construction. Lessor will provide four Building Standard Doors per 1000 square feet. All Building Standard doors will be faced on both sides with the Building Standard masonite-type finish.
- (3) A standard prefinished metal door frame and trim will be provided. The standard frame will include continuous "sound seal" against which the door will close.

C. Hardware:

- (1) Building Standard doors within the suite will be provided with hinges, door stop and passage-type latch set.
- (2) The Building Standard finish will be used on all door hardware for the office suites.

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J. Windows and Window coverings:

Bronze tinted windows will be provided by Lessor. All window coverings shall be at Lessee's expense. All blinds shall be of a color approved by Lessor.

K. Other Suite Improvements:

All suite improvements not provided by Lessor shall be done at the cost of Lessee.

L. Credits:

Lessor shall not give credits for Building Standard improvements not utilized by Lessee.

II. DESIGN OF LESSEE IMPROVEMENTS

Lessor will provide Space Planners to aid the Lessee in the design of his suite and to prepare the necessary drawings for construction of Lessee's improvements. Any other arrangements by the Lessee shall be at Lessee's sole expense and subject to the approval of Lessor.

A. Scope of Services:

Lessor's suite designer shall provide for Lessee the following:

- (1) One space plan with a maximum of one modification or revision.
- (2) One set of Working Drawings with one set of modifications or revisions.
- (3) Two one-site visits with Lessee or prospective Lessee at his place of business or other location as he may so designate.

Any additional time Lessee requires of Lessor's suite designer for modification or revision of plans described above or plans in addition to those described above, any visits to Lessee in excess of two heretofore described, or any additional work not directly related to the plans described above, shall be solely at Lessee's extra cost not included in any other costs heretofore or hereinafter described. The costs shall be paid as follows: Lessee shall pay Lessor or Lessor's representative twenty-five dollars (\$25.00) per hour for the services of the Suite Designer. Payment by Lessee shall be due and payable upon receipt of invoice semi-monthly or less frequently, if Lessor may so designate.

B. Preliminary Layout:

Lessor's suite designer shall provide Lessee with a Preliminary Layout indicating the location of partitions, doors, plumbing, equipment and other basic elements of suite design necessary for Lessee to determine the general configuration of his suite and the amount of square footage required.

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C. Working Drawings:

- (1) Upon execution of a lease, Lessor's suite designer will be authorized to prepare working drawings for Lessee's suite, which shall include: fully dimensioned architectural floor plan, electrical plan, reflected ceiling plan, plumbing plan, door and hardware schedule, finish schedule and detailed plans and specifications related to any special improvements required by Lessee.
- (2) The suite designer will determine that the work shown on Lessee's plans is compatible with the basic building plans and that necessary basic building modifications are included in Lessee's plans. Such modifications shall be subject to Lessor's approval and the cost thereof shall be paid by Lessee.
- (3) Lessee shall be responsible for delays and additional costs in completion of Lessee's work caused by (1) late completion of plans due to Lessee's acts, (2) by changes made to plans by Lessee after specified plan completion dates, or (3) by delays in delivery of special materials requiring long lead times. Additional costs shall include rent that would otherwise have been owed to Lessor had delays caused by Lessee not occurred.

III. CONSTRUCTION OF LESSEE IMPROVEMENTS

- A. Upon completion of Lessee's working drawings and specifications and at the request of Lessee, Lessor's contractor shall provide to the Lessor and Lessor shall submit to Lessee the cost of improvements, which are in addition to those provided by Lessor.

All costs furnished the Lessee by the Lessor are estimates only. Actual costs can only be furnished to the Lessee by the General Contractor in writing.

Within five days of receipt of such statement of cost, Lessee shall give Lessor written authorization to complete the premises in accordance with such working drawings and specifications. Lessee may in such authorization delete any or all such items of extra cost. In the absence of such written authorization, Lessor shall not be obligated to commence work on the premises and Lessee shall be responsible for any costs, as defined in II-B (3) above, due to any resulting delay in completion of the premises.

- B. Upon authorization to complete the premises, Lessee shall promptly pay to Lessor, two weeks prior to the start of construction, the amount of the cost of improvements which exceed those provided by Lessor. In the absence of full payment by Lessee to Lessor, Lessor shall not proceed with construction. Lessee shall be responsible for all costs as defined in II-C (3) above, which result from delays caused by Lessee's failure to make said prompt payment herein described.

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D. Ceilings:

The Building Standard ceiling system will be an exposed "T-bar" system, using 2' x 4' acoustical tile. Said tile shall be of a sound resistance coefficient of S.T.C. 44 or better.

E. Lighting:

Ten recessed four-tube fluorescent ceiling light fixtures with tubes for each 1,000 square feet of Leased Premises. The number of fixtures for space less or greater than 1000 square feet will be prorated accordingly.

F. Electrical:

The electrical allowance is based upon 100 square feet of rentable space. For each 1000 square feet of rentable space (prorated for areas greater or lesser than 1000 square feet); the following Building Standard electrical fixtures will be included in the suite allowance:

- (1) Ten (10) 120 volt wall-mounted duplex electrical outlets.
- (2) Two (2) individual one-way wall-mounted switches.
- (3) Building Standard subdistribution panel and feeder as required for the above items.

G. Heating, Ventilation, and Air Conditioning:

- (1) Direct distribution, diffusers, overhead air supply, and thermostats to suit normal office occupancy. There will be one zone provided for each 1330 square feet of leased premises.

H. Flooring:

Lessor shall provide wherever requested by Lessee 100% nylon, Building standard, static controlled, continuous filament carpeting which the manufacturer guarantees: should any part of their carpet wear more than 10% in five years, they will replace it free, including installation.

I. Signs and Graphics:

With respect to signs, i.e. public corridor door nameplates and suite numbers, the Building Standard requirement for each suite shall be: (1) a suite number, and (2) the Lessee(s) name(s) and appropriate suffixes. Sign shall be in accordance with Building Standard specifications and no other plaques will be permitted. Signs in windows shall be prohibited. The Lessee's name and practice specialty, if desired, will be included in the appropriate building directories. All costs shall be paid by Lessee, including the cost of directory strips.

C. All work shall be performed by Lessor's contractor.

D. If Lessee shall request any change, addition or alteration in approved working drawings during the course of construction, Lessor shall notify Lessee in writing of the change in cost, including redesign costs, which will be chargeable or credited to Lessee for such change, addition or deletion. Lessee shall immediately notify Lessor in writing to proceed with such change, addition, or deletion and shall at the same time pay any cost of such work to Lessor. In the absence of such notice or payment, Lessor shall not proceed. Lessee shall be responsible for all costs, as defined in II-C (3) above, which result from delays caused by changes in the work required by Lessee.

E. Upon completion of work, Lessee and Lessor's representative shall inspect the work and shall prepare a punch list detailing any items of corrective work which may be required by Lessor's contractor. The space shall be deemed acceptable when it is substantially completed except for minor and normal punch list items unless previously accepted by Lessee. The lease term shall commence seven (7) days after acceptance or occupancy, whichever occurs first. If Lessee has caused delays in completion by late delivery of any drawings or changes in the work after drawings are completed, then the lease term shall commence when the space would reasonably have been expected to be completed had delays not been caused.

LESSEE:

THE HONORABLE,
WILLIAM M. THOMAS, MEMBER OF
CONGRESS, 20TH CONGRESSIONAL
DISTRICT.

By: _____

Date: _____

LESSOR:

BAKERSFIELD MEDICAL
ASSOCIATES, LTD.

By: _____

Date: _____

97043801172

Addendum I

BAKERSFIELD MEDICAL CENTER, LTD.

Addendum to that certain Lease dated February 10, 1987, executed by the parties hereto with reference to the following terms and conditions:

A. Preliminary Recitals:

The parties hereto agree that the Lease executed by and between the parties as indicated above, and Exhibit "A" therefore is to be modified, amended and expanded as hereinafter set forth. If any inconsistencies should arise between this addendum and the Lease (including Exhibit "A") the terms and conditions of the Addendum shall be controlling.

B. Base Rent:

Year #1: \$2,000.00 per month.

Year #2: \$2,000.00 per month.

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LESSEE:

THE HONORABLE,
WILLIAM M. THOMAS, MEMBER
OF CONGRESS, 20TH CONGRESSIONAL
DISTRICT

By: _____

Date: _____

LESSOR:

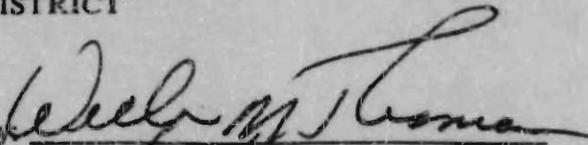
BAKERSFIELD MEDICAL
ASSOCIATES, LTD.

By: _____

Date: _____

IN WITNESS THEREOF, the parties have executed this lease on the dates opposite their signatures, at _____, California

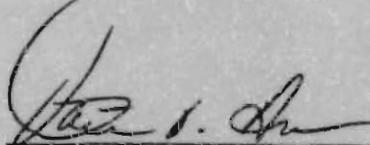
THE HONORABLE
WILLIAM M. THOMAS,
MEMBER OF CONGRESS,
20TH CONGRESSIONAL
DISTRICT

By: 

Date: 3/27/87

"LESSEE"

BAKERSFIELD MEDICAL
ASSOCIATES, LTD.

By: 

Date: 3/31/87

"LESSOR"

97043801174

DISTRICT OFFICE LEASE ATTACHMENT

1. This District Office Lease Attachment shall be attached to, made a part of, and incorporated in each lease agreement for district office space submitted to the Committee on House Administration for payment.

2. Neither the House of Representatives nor its Officers assumes any liability for the performance of the lease agreement to which this instrument is attached. Payments made by the Clerk of the House of Representatives of amounts due the Lessor by the lessee under the terms of the lease agreement are made solely on behalf of the Member of Congress in his official and representational capacity. Such Member assumes all liability for performance of the lease to which this instrument is attached, and the Lessor agrees to look solely to the lessee, in his official and representational capacity for performance of the lease agreement.

3. The term of the lease agreement to which this instrument is attached may not exceed two years and shall in no case extend beyond the constitutional term of the Congress to which the Member is elected.

4. The total dollar amount specified in the lease agreement to which this instrument is attached, which dollar amount is payable monthly over the term of the lease agreement, shall not be varied by any factor cost of living clause, elevator clause, escalator clause, any other adjustment or measure thereof, or any additional or subsequent agreement.

5. Two copies of the lease agreement to which this instrument is attached and two copies of any termination notice given under the terms of the lease agreement, shall be sent to the Committee on House Administration, U.S. Capitol, Washington, D.C. 20515.

6. The Clerk of the House of Representatives will pay to the Lessor at the end of each month during which this lease is in effect the rent due computed in accordance with the lease to which this instrument is attached. Any payment made to the Lessor by the Clerk of the House of Representatives for any period after this lease has been terminated shall be refunded by the Lessor to the Clerk of the House of Representatives without formal demand.

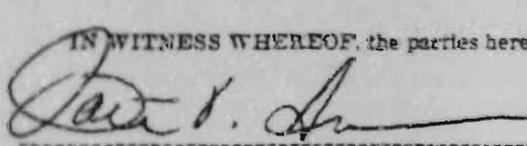
7. In the event of the death, resignation, or removal from office of the lessee, this lease agreement may be terminated by the Clerk of the House of Representatives by giving thirty (30) days' notice in writing to the Lessor. The date on which such thirty days shall commence shall be the date such notice is delivered to the Lessor, unless such notice is mailed.

8. The lease to which this instrument is attached shall contain therein a provision indicating the total square footage for which payment is being made. Square footage shall be computed as follows:

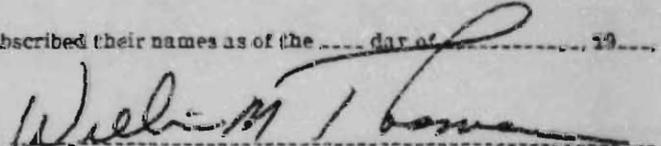
In those instances where the space involved consists of a room accessible from a public corridor, the occupiable area is computed by measuring from the inside finish of the exterior wall (or face of the convector if the convector occupies at least 50 percent of the length of the exterior wall) to the tenant's side of the corridor wall and to the tenant's side of the partitions separating the space in question from the other tenants. Occupiable area would include private toilets located within the area to be leased, as well as private corridors which exist solely for the convenience of the tenant.

9. Any portion of the lease agreement to which this instrument is attached or any subsequent or additional agreements which are inconsistent with paragraphs one (1) through eight (8) of this instrument shall be of no force and effect to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the _____ day of _____, 19____



(Lessor)



(Lessee)

Bakersfield Medical Associates, Ltd.
Walter J. Asher, General Partner

Reviewed and approved as to form by the Committee on House Administration

Signed _____

Date _____

97043801175

A&H ASHER &
HUTCHISON

March 31, 1987

The Honorable William M. Thomas
MEMBER OF CONGRESS
20th Congressional District, California
1830 Truxtun Avenue, Suite 200
Bakersfield, California 93301

Dear Mr. Thomas,

This letter is to serve as an agreement between you as a prospective tenant in Emerald Center, and ourselves as the landlord of that same building. The purpose of this agreement is to satisfy the desires of both parties in order to execute that lease agreement dated 2-10-87 for approximately 1,433 square feet at 4100 Truxtun Avenue in Bakersfield, California.

In a new building such as ours, the Landlord is faced with a substantial expenditure when improving the leased premises to suit the Tenant's needs. In return, it is customary for the Tenant to commit to a lease term from 3 to 5 years so that the Landlord may adequately amortize the cost of the tenant improvements.

We are aware of and appreciate that any Congressional lease may not exceed two years and in no case shall extend beyond the constitutional term of the Congress to which the Member is elected. Furthermore, we understand your personal desire to ensure that at the end of the initial lease term the Landlord will not:

1. increase the rate of rent to an unacceptable level or
2. lease the premises to another tenant.

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**A&H ASHER &
HUTCHISON**

Page Two
March 31, 1987
The Honorable William M. Thomas
MEMBER OF CONGRESS

To this resolve, we are prepared to commit to renewing this lease at its termination for a Two (2) year term at the same rate (i.e., \$2,000.00 per month, including utilities and janitorial).

For us to offer this arrangement, we ask for your good faith assurance to exercise this renewal option so long as you are legally in office as the Member of Congress for the 20th Congressional District, California.

Your signature below will constitute your understanding and concurrence of this agreement.

Sincerely,
Bakersfield Medical
Associates, Ltd.

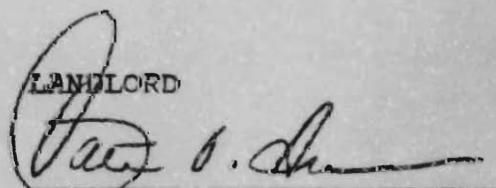
AGREED:

TENANT


WILLIAM M. THOMAS, M.C.

4/5/87
DATE

LANDLORD


BAKERSFIELD MEDICAL
ASSOCIATES, LTD.
Walter J. Asher,
General Partner

3/31/87
DATE

97043801177

ADDENDUM I

Addendum to that certain Lease dated February 10, 1987 executed by the parties heretofore with referenced to the following terms and conditions:

A. Preliminary Recitals:

The parties hereto agree that the lease executed by and between the parties as indicated above, therefore is to be modified, amended and expanded as hereinafter set forth. If any inconsistencies should arise between this Addendum and the Lease the terms and conditions of the Addendum shall be controlling.

It is further agreed and amended as follows:

B. This lease shall be extended for an additional two (2) year period beginning June 1, 1991.

The rental rate during this extension period shall be:

- a) \$2,100.00 per month, full service, from June 1, 1991 through May 1, 1992
- b) \$2,200.00 per month, full service, beginning June 1, 1992 through December 31, 1992

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.

AGREED:

"LESSEE"

THE HONORABLE
WILLIAM M. THOMAS,
MEMBER OF CONGRESS,
20TH CONGRESSIONAL
DISTRICT

By: William M. Thomas

Date: May 10, 1991

c:\congadm.doc

AGREED:

"LESSOR"

BAKERSFIELD MEDICAL
ASSOCIATES, LTD.

By: [Signature]

Date: 5/17/91

97043801178

**A&H ASHER &
HUTCHISON**

May 20, 1991

RE: 4100 Truxtun Avenue
Suite 220
Bakersfield, CA 93309

The Honorable
William M. Thomas,
Member of Congress
20th Congressional District
4100 Truxtun Avenue, Suite 220
Bakersfield, CA 93309
ATTN: Mr. Kevin McCarthy

Dear Mr. McCarthy,

Per Walt Asher's instructions, enclosed please find your
copy of Addendum I of the lease agreement for the above
referenced suite.

Once again, we appreciate your interest in this building and
thank you for your continued occupancy.

Very truly yours,
Bakersfield Medical
Associates, Ltd.

Karen Decker

Karen Decker,
Office Manager

KD/kd
encl.

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LANDLORD'S COPY

STANDARD OFFICE LEASE

EMERALD CENTER

This lease is dated for reference purposes February 10, 1987 and is entered into between BAKERSFIELD MEDICAL ASSOCIATES, LTD., a California Limited Partnership, herein referred to as "Lessor" and

WESTERN PACIFIC RESEARCH, INC.

herein referred to as "Lessee", and the parties hereto agree as follows:

1. **PREMISES:** Lessor leases to Lessee, and Lessee hires from Lessor, those certain premises containing approximately 700 square feet commonly known as Suite _____ on the 2nd floor in the EMERALD CENTER located at 4100 Truxtun Avenue, Bakersfield, California.

2. **TERM:** The term of this lease shall be for a period of One year, commencing on the First day of MAY, 1987, with suite construction work described in Exhibit "A" completed and the premises are delivered to Lessee, ready for occupancy. Upon delivery of the premises to Lessee, Lessee and Lessor shall execute a written acknowledgement of the date of commencement and shall attach it to this lease.

3. **POSSESSION:**

(a) If the Landlord, for any reason whatsoever cannot deliver possession of the said Premises to the Tenant at the commencement of the term hereof, this Lease shall not be void or voidable, nor shall Landlord, nor its agents be liable to Tenant for any loss or damage resulting therefrom, nor shall the expiration date of the above term be in any way extended, but in that event, all rent shall be abated during the period between the commencement of said term and the time when Landlord delivers possession. With respect to the foregoing, it is understood that if and to the extent that Landlord is unable to deliver timely possession of the Premises to Tenant due to delays by Tenant or failure by Tenant to timely provide Landlord with plans, specifications, information, approvals, consents, or the like, as required hereunder, then the rent reserved shall commence to accrue on the date possession of the Premises would have been delivered to Tenant but for the delays and/or failures of Tenant.

(b) In the event that Landlord shall permit Tenant to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all the provisions of this Lease. Said early possessions shall not advance the termination date hereinabove provided.

EXHIBIT "B"

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-----4. BASE RENT: The base rent shall be ~~Twelve dollars and no cents~~ (\$12.00) per square foot of the area of premises per year or ~~One dollar and no cents~~ (\$1.00) per square foot per month. The base rental amount will be based upon the actual square footage of Lessee's suite as determined by the design architect of the building upon finalization of Lessee's plans. ~~(700)~~ square feet equals final footage. ~~(\$700.00)~~ equals TOTAL rentable per month, both to be inserted and initialed upon finalization of Lessee's plans. Said base rental shall be due and payable in advance on the first day of each and every calendar month during aforesaid term. The base rental for which provision is herein above made shall be adjusted as of January 1, of each year during the term of the lease to reflect any change in the cost of living. Such adjustment shall be calculated on the basis of the Los Angeles Long Beach Metropolitan Area Consumer Price Index for all Urban Consumers (the Index) 1967 = 100 Standard Reference Labor Statistics by the United States Department of Labor. Such adjustment shall be made by multiplying the base rental for which provision is herein above made by a fraction, the numerator which is the Index as of December, immediately preceding such January 1, and the denominator of which is the Index for the month the term of this lease commences. If the Index for any December shall not be published, the official Index published by the Bureau of Labor Statistics (or any successor agency) which is most nearly equivalent to the Index shall be substituted. In no event shall the monthly rent payable by tenant to landlord pursuant to this article be less than the sum initially set forth above. Tenant agrees to pay \$700 per month rent.

-----5. INCREASES OR DECREASE IN OPERATING COSTS: The monthly rent payable by Tenant during the term of this Lease shall be adjusted as hereinafter set forth. It is understood and agreed that the monthly rental rate per foot paid by Tenant is predicated upon the following annual building operating costs per square foot of net rentable area as of the commencement date of this lease (Herein called "base annual costs"): (a) property taxes -- \$.90; (b) common area utilities -- \$.10; (c) insurance -- \$.10; (d) maintenance -- \$.10; (e) building supplies -- \$.13; and (f) property management -- \$.90. At the end of the first full or partial calendar year and semi-annually thereafter, Tenant shall be billed for any net increases in the above described annual cost per square foot of space rented by Tenant. Said amount shall be deemed to be additional rent and shall be due and payable within thirty (30) days after notice by Landlord to Tenant of the amount due under this agreement. The accounting records of the building relating to operating costs shall be available for inspection by Tenant or his representative.

-----6. DEFINITION OF PROPERTY TAXES: of this Paragraph 6, "property tax costs" shall mean real property taxes and assessments on the building and the land on which the building is located imposed by any governmental authority any tax on or measured by rentals imposed wholly or partly in lieu thereof, and any license fee, commercial rental tax, or other tax upon Lessor's business of leasing the premises, but shall not include any franchise, capital stock, estate or inheritance taxes.

7. SECURITY DEPOSIT AND FIRST MONTH'S RENT: Upon execution of this lease, Lessee agrees to pay Lessor \$ 700.00 to apply towards the first month's rent and in addition thereto the sum of \$ 700.00 as security deposit for the full and faithful performance of all provisions of this lease to be performed by Lessee. The first month's rent paid, based on the approximate square footage of the premises shall be adjusted upward or downward upon finalization of Lessee's plans as described in Paragraph 4, of this lease. If any portion of said deposit is so used or applied by Lessor, Lessee shall, within five (5) days after written demand therefor, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount.

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8. USE: Tenant shall use the Premises for general office purposes and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

9. SUB-LETTING OR ASSIGNMENT: Lessee agrees not to assign or sublet this lease or the leased premises or any part thereof without the prior written consent of Lessor. Any transfer or assignment of this lease by operation of law without the written consent of the Lessor shall make this lease voidable at the option of the Lessor. However, Lessor agrees not to unreasonably withhold consent provided the proposed assignee or sublessee (a) is satisfactory to Landlord as to credit, character and business or professional standing, (b) will occupy the premises for office purposes not inconsistent with Landlord's commitment with other Tenants, and (c) assumes and agrees to be bound and directly responsible for all Tenant's obligations hereunder. However, Tenant agrees that Landlord's consent to any such assignment or sublease shall in no event be construed as releasing Tenant from its liabilities or obligations hereunder nor as relieving Tenant from the further assignment or subletting.

10. SERVICES AND UTILITIES: Landlord shall furnish the Premises, during reasonable and usual business hours and subject to the regulations of the building wherein the Premises are situated, with a reasonable amount of water, gas and electricity suitable for the intended use of the Premises, window washing with reasonable frequency, replacement of fluorescent tubes and light bulbs, toilet room supplies, and elevator service. Tenant to be responsible for his own janitorial service.

Landlord has or shall cause a water meter, gas meter, or electrical current meter to be installed in the Premises, so as to measure the amount of water, gas and electric current consumed by Tenant. Tenant agrees to pay utility company, promptly upon demand therefor, for all such water, gas, and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility furnishing the same.

11. SUITE DEVELOPMENT: The premises shall be improved by lessor in accordance with final plans and specifications to be prepared by Lessor and approved with the standard specifications and attached as Exhibit "A" to this lease. Any changes from the specifications and the quantities allowed shall be treated as extras and shall be requested by Lessee in writing and the cost thereof shall be borne by Lessee.

12. WASTE, ALTERATIONS, AND REPAIRS: Lessee shall not commit, or suffer to be committed, any waste upon the said premises, nor any nuisance, or other act or thing which may disturb the quiet enjoyment of any other Lessee in the building. Lessee shall not make, nor suffer to be made, any alteration of the premises, nor any part thereof, without the written consent of Lessor first had and obtained, and any additions to, or alterations of, the premises, except movable furniture and trade fixtures, shall become at once a part of realty and belong to Lessor. Lessee shall at his own expense, take good care of the premises, reasonable wear and tear excepted, and shall make all repairs thereto or to the building which are made necessary as a result of any nuisance or neglect by Lessee or by his agents or employees or by his visitors.

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Notwithstanding the provisions of Article 12 hereinabove, Landlord shall repair and maintain the structural portions of the Building, including the basic plumbing, air conditioning, heating and electrical systems, installed or furnished by Landlord, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to the Landlord the reasonable cost of such maintenance and repairs.

13. SIGNS: Lessee shall not, without Lessor's prior written consent, permit any signs, advertisements, or notices to be displayed, except an entrance door sign in a color, size and style approved by lessor. Said entrance door sign shall be at Lessee's sole expense. Lessor shall provide at his expense suitable directory signs in the building lobby, on each floor of the building, and a sign identifying the building.

14. ABANDONMENT: Lessee shall not vacate or abandon the premises at any time during the term, and if Lessee shall abandon, vacate or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned.

15. LIABILITY INSURANCE: At all times during Lessee's occupancy, Lessee shall maintain in full force and effect with an insurance company, authorized to transact business in California, an insurance policy which will insure and indemnify Lessor against liability or financial loss resulting from injuries occurring to persons or property in the leased premises, the amount thereof to be not less than \$250,000.00 for any one person injured, and \$500,000.00 for any one accident, and \$100,000.00 for property damage. Lessee shall provide Lessor with certificates of insurance evidencing compliance with the foregoing, and such certificates shall provide written obligation on the part of the Lessee's insurance carrier to notify Lessor in writing prior to any cancellation of said policy. If Lessee does not keep such insurance in full force and effect, Lessor may take out the necessary insurance at Lessee's expense. Lessee shall hold Lessor exempt and harmless from any damage or injury to any person or to the personal property of any person, arising from the use of the premises by Lessee, or from the failure of Lessee to keep the premises in good condition and repair, as herein provided, or from theft or forcible entry into the premises.

16. WAIVER OF SUBROGATION: Each party hereto shall cause issuers of fire or extended coverage insurance in respect of the premises of any property situated therein to execute and deliver a written waiver of all rights to subrogation which said issuers of insurance might otherwise have against the other party.

17. SUBORDINATION, ATTORNMENT: This lease shall be subordinate and subject at all times to any mortgage or deed of trust now a lien against the premises, or which at any time hereafter shall be made by Lessor, and to all advances made, or hereafter to be made, upon the security of such mortgage or deed of trust. Upon demand Lessee shall execute any documents reasonably necessary to accomplish such subordination.

18. REMEDIES OF LESSOR ON DEFAULT: If Lessee breaches this lease, Lessor shall have the following rights, which rights shall not be exclusive, but shall be in addition to all other rights and remedies now or hereafter available to Lessor under the laws or judicial decisions of the State of California:

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(a) The damages which the Lessor may recover following termination of this lease shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided.

(b) The Lessor may elect to have the lease continue in effect so long as he does not terminate the Lessee's right to possession, and the Lessor may enforce all his rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease.

19. **DAMAGE OR DESTRUCTION:** If the premises or the building is damaged by fire or other casualty, the damage shall be repaired by and at the expense of Lessor provided such repairs can, in Lessor's opinion, be made within thirty (30) days after the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of the premises which is unusable by Lessee in the conduct of his business or profession (but there shall be no abatement of rent by reason of any portion of the premises being usable for a period of equal to one day or less). If the damage is due to the fault or neglect of Lessee or his employees, there shall be no abatement of rent. If such repairs cannot, in Lessor's opinion, be made within thirty (30) days, Lessor may, at its option, make them within a reasonable time and in such event this lease shall continue in effect and rent shall be apportioned in the manner provided above. If Lessor does not so elect to make such repairs which cannot be made within thirty (30) days, then either party may, by written notice to the other, cancel this lease as of the date of the occurrence of such damage. A total destruction of the building shall automatically terminate this lease.

20. **BANKRUPTCY:** Any of the following events shall constitute a breach of this lease by Lessee: (a) Lessee's voluntary or involuntary bankruptcy; (b) a general assignment by Lessee for the benefit of creditors; or (c) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee.

21. **SURRENDER OF LEASE NOT MERGER:** The voluntary or other surrender of this lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and may, at Lessor's option act as an assignment to him of any sublease or subtenancies, and/or give the Lessor the option to terminate any sublease or subtenancies.

22. **ATTORNEY'S FEES:** If any litigation pertaining to this lease is brought by either party against the other party, the party in whose favor final judgement shall be entered shall be entitled to have and recover from the other reasonable attorney's fees to be fixed by the Court.

23. **WAIVER:** Lessor's waiver of any breach of any term, covenant, or condition shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent by Lessor shall not be deemed to be a waiver of any prior breach by Lessee of any term, covenant, or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such prior breach at the time he accepts such rent. Lessor's failure to exercise any right, option or privilege hereunder shall not be deemed as a waiver of said right, option or privilege nor shall it relieve Lessee from his obligation to perform each and every covenant and condition on his part to be performed nor from damages or other remedy for failure to perform the obligations of this lease.

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24. **CONDEMNATION:** If any part of the premises are condemned or sold for a public or quasi-public use, and a part thereof remains which is fit for tenancy, this lease shall, as to the part so condemned or sold, terminate as of the date title shall vest in the grantee, and the rent payable hereunder shall be adjusted so that the Lessee shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after the conveyance of title bears to the value of the entire premises on the date of the conveyance and Lessor shall have the option to terminate this lease as of the date when title to the premises thereupon terminate. Lessor shall be entitled to all compensation or award received for any part or all of the premises condemned or sold, and the Lessee hereby irrevocably assigns and transfers to the Lessor any right to compensation or damages to which the Lessee may become entitled during the term hereof by reason of condemnation or sale of all, or part of the premises.

25. **INTEREST ON DELINQUENT RENT:** Lessor shall have the option of charging Lessee if any installment of rent or of a sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after that said amount is past due then Tenant shall pay Landlord a late charge equal to ten (10%) percent of such overdue amount.

26. **RULES FOR BUILDING:** Lessee agrees to be bound by all reasonable rules for the use of the building and the parking lot, which rules Lessor may from time to time establish.

27. **SUCCESSORS AND ASSIGNS:** The provisions hereof shall apply to and bind the heirs, successors, executors, administrators and assigns of all parties hereto, subject to the provisions as to assignment.

28. **TIME OF ESSENCE:** Time is of the essence of this lease.

29. **NOTICES:** All notices or demands shall be in writing and shall be served either personally or by certified or registered mail.

30. **COVENANTS AND CONDITIONS:** Each provision of this lease performable by Lessee shall be deemed both a covenant and condition. Paragraph headings are for convenience only and are not to be used to interpret this lease.

31. **RIGHT OF ENTRY:** Lessor and its agents shall have the right to enter the premises at all reasonable times for any reasonable purpose.

32. **HOLDING OVER:** If Lessee shall hold possession of the premises or any part thereof after the expiration of the term of this lease or any renewal or extension thereof, then such holding over shall constitute a tenancy from month to month only, upon the same terms, covenants and conditions contained herein so far as are applicable, with the exception that the rental rate for the premises shall be determined by the prevailing rental rates at the time of the start of the holding over period, established for any new tenants entering the building.

33. **MISCELLANEOUS:** This lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this lease may be amended or added to except by an agreement in writing signed by the parties hereto or their successors in interest.

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Guaranty:

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- A. Each of the undersigned acknowledges that Landlord has made it a condition precedent to Landlord's entry into the foregoing Lease with Tenant (which Lease is incorporated herein by this reference) that each and all of the undersigned guarantee the obligations of Tenant hereunder. In consideration of landlord's entry into the foregoing Lease with Tenant, each of the undersigned (hereinafter collectively called "Guarantor") does hereby jointly and severally unconditionally guarantee to Landlord the payment and performance of all of the obligations of Tenant provided in the foregoing Lease, does hereby assume the obligations of Tenant thereunder and agree to be bound by said Lease as if Guarantor were a party to said Lease in the position of Tenant, and promises to perform all of Tenant's obligations to Landlord provided in said Lease, whether during the original term of this Lease or during any additional term thereof resulting from the exercise of any option held by Tenant. Guarantor agrees that the State of California is the proper jurisdiction for litigation of any matters relating to this Lease.
- B. Guarantor hereby authorized Landlord, without notice or demand and without affecting the liability of Guarantor hereunder, from time to time, to renew, compromise, extend, accelerate or otherwise change the time for performance of or the terms of the obligations of Tenant. Landlord may also, without notice, assign this Guaranty in whole or part. Guarantor agrees to prepare and render a financial statement and estoppel certificate (in recordable form) certifying certain pertinent information at Landlord's request.
- C. Guarantor waives any right it may have to require Landlord to proceed against Tenant, to proceed against or exhaust any security held by Landlord, or to pursue any other remedy in Landlord's power. Any termination of the liability of Tenant shall not extinguish the liability of Guarantor hereunder. Guarantor shall have no right of subrogation to the position of Landlord, waives any right to enforce any remedy which Landlord now has or may hereafter have against Tenant, and waives any benefit of and any right to participate in any security now or hereafter held by Landlord until the expiration of the term of this Lease and until after Guarantor's full performance of the obligations of Tenant under said Lease. Guarantor waives all presentment, demand for performance, notice of nonperformance, protest, notice of protest, notice of dishonor and notice of acceptance of this guaranty. Any obligation of Tenant to Guarantor, now or hereafter existing, is hereby subordinated to any obligation of Tenant to Landlord.

GUARANTOR

BY: 

WESTERN PACIFIC RESEARCH, INC.

David Mark Abernathy

IN WITNESS THEREOF, the parties have executed this lease on the dates opposite their signatures, at _____, California

WESTERN PACIFIC RESEARCH, INC.

BAKERSFIELD MEDICAL ASSOCIATES, LTD.

By: *David Mark Abernathy*
David Mark Abernathy

By: *Peter Brown*

Date: 3/27/87

Date: 3/31/87

"LESSEE"

"LESSOR"

Lessee shall be given an additional One Year extension subject to the approval of Peter Brown of Brown, Walts and Armstrong. In the event of an extension the rent shall be at market rate for Emerald Center.

Lease shall be extended an additional 8 months through December 1988 at \$700/month rent.

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DL
W
DM

EXHIBIT "A"
BAKERSFIELD MEDICAL ARTS CENTER
Suite Improvements

I. BUILDING STANDARD SUITE IMPROVEMENTS

The following Suite Improvements will be provided at the expense of Lessor, as provided in his base construction contract.

A. Partitions:

- (1) 70 Linear feet of Building Standard drywall partitions for each 1000 square feet of net leased premises.
- (2) Partitions will be covered with two (2) coats of vinyl latex paint.
- (3) Partitions will include insulation.

B. Doors and Door Frames:

- (1) Building Standard doors furnished as required will be wood grain, masonite-type faced on both sides. The particular finish face used on both sides will be legacy oak. Exterior entry doors will be bronze glass store front doors with bronze anodized aluminum frame and threshold with standard weather stripping.
- (2) Building Standard doors within the suite will be 8'0" x 3'0" in width, of hollow-core construction. Lessor will provide four Building Standard Doors per 1000 square feet. All Building Standard doors will be faced on both sides with the Building Standard masonite-type finish.
- (3) A standard prefinished metal door frame and trim will be provided. The standard frame will include continuous "sound seal" against which the door will close.

C. Hardware:

- (1) Building Standard doors within the suite will be provided with hinges, door stop and passage-type latch set.
- (2) The Building Standard finish will be used on all door hardware for the office suites.

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D. Ceillings:

The Building Standard ceiling system will be an exposed "T-bar" system, using 2' x 4' acoustical tile. Said tile shall be of a sound resistance coefficient of S.T.C. 44 or better.

E. Lighting:

Ten recessed four-tube fluorescent ceiling light fixtures with tubes for each 1,000 square feet of Leased Premises. The number of fixtures for space less or greater than 1000 square feet will be prorated accordingly.

F. Electrical:

The electrical allowance is based upon 100 square feet of rentable space. For each 1000 square feet of rentable space (prorated for areas greater or lesser than 1000 square feet); the following Building Standard electrical fixtures will be included in the suite allowance:

- (1) Ten (10) 120 volt wall-mounted duplex electrical outlets.
- (2) Two (2) individual one-way wall-mounted switches.
- (3) Building Standard subdistribution panel and feeder as required for the above items.

G. Heating, Ventillation, and Air Conditioning:

- (1) Direct distribution, diffusers, overhead air supply, and thermostats to suit normal office occupancy. There will be one zone provided for each 1330 square feet of leased premises.

H. Flooring:

Lessor shall provide wherever requested by Lessee 100% nylon, Building standard, static controlled, continuous filament carpeting which the manufacturer guarantees: should any part of their carpet wear more than 10% in five years, they will replace it free, including installation.

I. Signs and Graphics:

With respect to signs, i.e. public corridor door nameplates and suite numbers, the Building Standard requirement for each suite shall be: (1) a suite number, and (2) the Lessee(s) name(s) and appropriate suffixes. Sign shall be in accordance with Building Standard specifications and no other plaques will be permitted. Signs in windows shall be prohibited. The Lessee's name and practice specialty, if desired, will be included in the appropriate building directories. All costs shall be paid by Lessee, including the cost of directory strips.

J. Windows and Window coverings:

Bronze tinted windows will be provided by Lessor. All window coverings shall be at Lessee's expense. All blinds shall be of a color approved by Lessor.

K. Other Suite Improvements:

All suite improvements not provided by Lessor shall be done at the cost of Lessee.

L. Credits:

Lessor shall not give credits for Building Standard improvements not utilized by Lessee.

II. DESIGN OF LESSEE IMPROVEMENTS

Lessor will provide Space Planners to aid the Lessee in the design of his suite and to prepare the necessary drawings for construction of Lessee's improvements. Any other arrangements by the Lessee shall be at Lessee's sole expense and subject to the approval of Lessor.

A. Scope of Services:

Lessor's suite designer shall provide for Lessee the following:

- (1) One space plan with a maximum of one modification or revision.
- (2) One set of Working Drawings with one set of modifications or revisions.
- (3) Two on-site visits with Lessee or prospective Lessee at his place of business or other location as he may so designate.

Any additional time Lessee requires of Lessor's suite designer for modification or revision of plans described above or plans in addition to those described above, any visits to Lessee in excess of two heretofore described, or any additional work not directly related to the plans described above, shall be solely at Lessee's extra cost not included in any other costs heretofore or hereinafter described. The costs shall be paid as follows: Lessee shall pay Lessor or Lessor's representative twenty-five dollars (\$25.00) per hour for the services of the Suite Designer. Payment by Lessee shall be due and payable upon receipt of invoice semi-monthly or less frequently, if Lessor may so designate.

B. Preliminary Layout:

Lessor's suite designer shall provide Lessee with a Preliminary Layout indicating the location of partitions, doors, plumbing, equipment and other basic elements of suite design necessary for Lessee to determine the general configuration of his suite and the amount of square footage required.

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C. Working Drawings:

- (1) Upon execution of a lease, Lessor's suite designer will be authorized to prepare working drawings for Lessee's suite, which shall include: fully dimensioned architectural floor plan, electrical plan, reflected ceiling plan, plumbing plan, door and hardware schedule, finish schedule and detailed plans and specifications related to any special improvements required by Lessee.
- (2) The suite designer will determine that the work shown on Lessee's plans is compatible with the basic building plans and that necessary basic building modifications are included in Lessee's plans. Such modifications shall be subject to Lessor's approval and the cost thereof shall be paid by Lessee.
- (3) Lessee shall be responsible for delays and additional costs in completion of Lessee's work caused by (1) late completion of plans due to Lessee's acts, (2) by changes made to plans by Lessee after specified plan completion dates, or (3) by delays in delivery of special materials requiring long lead times. Additional costs shall include rent that would otherwise have been owed to Lessor had delays caused by Lessee not occurred.

III. CONSTRUCTION OF LESSEE IMPROVEMENTS

- A. Upon completion of Lessee's working drawings and specifications and at the request of Lessee, Lessor's contractor shall provide to the Lessor and Lessor shall submit to Lessee the cost of improvements, which are in addition to those provided by Lessor.

All costs furnished the Lessee by the Lessor are estimates only. Actual costs can only be furnished to the Lessee by the General Contractor in writing.

Within five days of receipt of such statement of cost, Lessee shall give lessor written authorization to complete the premises in accordance with such working drawings and specifications. Lessee may in such authorization delete any or all such items of extra cost. In the absence of such written authorization, Lessor shall not be obligated to commence work on the premises and Lessee shall be responsible for any costs, as defined in II-B (3) above, due to any resulting delay in completion of the premises.

- B. Upon authorization to complete the premises, Lessee shall promptly pay to Lessor, two weeks prior to the start of construction, the amount of the cost of improvements which exceed those provided by Lessor. In the absence of full payment by Lessee to Lessor, Lessor shall not proceed with construction. Lessee shall be responsible for all costs as defined in II-C (3) above, which result from delays caused by Lessee's failure to make said prompt payment herein described.

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C. All work shall be performed by Lessor's contractor.

D. If Lessee shall request any change, addition or alteration in approved working drawings during the course of construction, Lessor shall notify Lessee in writing of the change in cost, including redesign costs, which will be chargeable or credited to Lessee for such change, addition or deletion. Lessee shall immediately notify Lessor in writing to proceed with such change, addition, or deletion and shall at the same time pay any cost of such work to Lessor. In the absence of such notice or payment, Lessor shall not proceed. Lessee shall be responsible for all costs, as defined in II-C (3) above, which result from delays caused by changes in the work required by Lessee.

E. Upon completion of work, Lessee and Lessor's representative shall inspect the work and shall prepare a punch list detailing any items of corrective work which may be required by Lessor's contractor. The space shall be deemed acceptable when it is substantially completed except for minor and normal punch list items unless previously accepted by Lessee. The lease term shall commence seven (7) days after acceptance or occupancy, whichever occurs first. If Lessee has caused delays in completion by late delivery of any drawings of changes in the work after drawings are completed, then the lease term shall commence when the space would reasonably have been expected to be completed had delays not been caused.

LESSEE:

WESTERN PACIFIC RESEARCH, INC.
David Mark Abernathy

By: _____

Date: _____

LESSOR:

BAKERSFIELD MEDICAL
ASSOCIATES, LTD.

By: _____

Date: _____

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ADDENDUM I

Addendum to that lease agreement dated February 10, 1987 by and between Western Pacific Research, Inc., "Lessee" and Bakersfield Medical Associates, Ltd., "Lessor".

A. Preliminary Recitals: The parties hereto agree that the Lease executed by and between the parties as indicated above, therefore is to be modified, amended and expanded as hereinafter set forth. If any inconsistencies should arise between this Addendum and the Lease, the terms and conditions of the Addendum shall be controlling.

B. This lease shall be extended for an additional Two (2) year term beginning February 1, 1989.

The base rent shall be as follows:

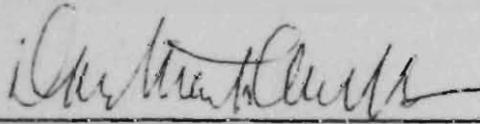
Year #1: (February 1, 1989 - December 31, 1989)
\$770.00 per month.

Year #2: (January 1, 1990 - December 31, 1990)
\$831.60 per month.

All other terms and conditions shall remain the same.

AGREED:

"LESSEE"

By: 

Date: 2/28/89

AGREED:

"LESSOR"

By: 

Date: 3/6/89

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ADDENDUM II

Addendum to that lease agreement dated February 10, 1987 by and between Western Pacific Research, Inc., "Lessee" and Bakersfield Medical Associates, Ltd., "Lessor".

A. Preliminary Recitals: The parties hereto agree that the Lease executed by and between the parties as indicated above, therefore is to be modified, amended and expanded as hereinafter set forth. If any inconsistencies should arise between this Addendum and the Lease, the terms and conditions of the Addendum shall be controlling.

B. This lease shall be extended for one (1) additional ~~three (3)~~ year term beginning January 1, 1991.
ONE (1)

The base rental shall be Eight Hundred Seventy Three Dollars and Eighteen Cents (\$873.18). ~~plus a 5% increase annually beginning January 1, 1992.~~

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.

AGREED:

AGREED:

"LESSEE"

"LESSOR"

By: *W. Patrick Alford*

By: _____

Date: 2/28/91

Date: _____

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EXHIBIT "C"

United States Treasury
15-51
003



U.S. HOUSE OF REPRESENTATIVES
WASHINGTON, D.C.
03-23-96

4832-04305518

Check No.

Pay to TWO THOUSAND ONE HUNDRED & NO/100 DOLLARS
the order of

BAKENSFIELD MEDICAL ASSOCIATES, INC
23945 CALABASAS ROAD
SUITE 101A
CALABASAS, CA 91302

\$\$\$\$2,100.00
VOID AFTER ONE YEAR
VOUCHER



PLB323P 1:0000005181: 043055188P

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WESTERN PACIFIC RESEARCH, INC.
6500-12 SEARINGS DR. 945-327-4141
UNAKERSFIELD, CA 95003

4927

15-6/1220
61001730

7/1 1986

Pay to the order of
Bob Mel Green
Eight Hundred and Thirtynine

\$ 873.12



Western Pacific Bank
5400 Brookside Highway
Bakersfield, CA 93309-2582

DOLLARS

Bob Mel Green

NOR

⑆ 22000196154102173201 4927

WILEY, REIN & FIELDING

1776 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 428-7000

JAN WITOLD BARAN
(202) 428-7330

May 10, 1996

FACSIMILE
(202) 428-7049

Ms. Lois G. Lerner
Associate General Counsel for Enforcement
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR 4332

Dear Ms. Lerner:

This office represents the Respondents in the above-captioned matter,¹ and this letter will serve as their response to the complaint filed against the Bill Thomas Campaign Committee (the "Evans complaint"). To the extent that we have been able to decipher the allegations in the complaint, it is clear that those allegations are entirely baseless. Our clients have consistently complied with all applicable reporting, contribution, and solicitation rules and have maintained a strict accounting line between congressional and campaign funds. The complaint at issue here is rife with factual inaccuracies, and in many cases simply asserts violations of federal law with no factual

¹ Our clients in this matter are (1) The Honorable William M. Thomas, a resident of Bakersfield, California, and a member of the House of Representatives from California's 21st District; (2) Ms. Catherine Abernathy, Mr. Thomas's Administrative Assistant and campaign manager; (3) Mr. David Mark Abernathy, the co-owner (along with Ms. Abernathy, his wife) of Western Pacific Research, Inc., a consultant to Mr. Thomas's congressional campaign; (4) Robin Lake Foster, a member of Mr. Thomas's congressional staff; (5) Brian Boyle, the treasurer of the 96th Club Campaign Committee; (6) John Cummings, the Treasurer of the Bill Thomas Campaign Committee (the "Thomas Campaign"); and (7) John Stovall and Randall Rowles, the Chairman and Treasurer of the Kern County (California) Republican Central Committee.

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OFFICE OF GENERAL
COUNSEL

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Ms. Lois Lerner
May 10, 1996
Page 2

support whatsoever. As such, the Commission should find no "reason to believe" that our clients have violated the Federal Election Campaign Act ("FECA") and should dismiss the complaint against them.

The individual charges of the Evans complaint are addressed below.

Loan to Trice Harvey

Items 1-5 of the Evans Complaint imply that the Thomas Campaign failed to report properly a 1986 loan that it made to the Committee to Elect Trice Harvey (the "Harvey Committee"). As demonstrated by the attached affidavit of Catherine Abernathy (Exhibit A) and by contemporaneous records concerning that loan, (Exhibits B-J), however, all reporting of the loan and its repayment was accurate and in keeping with the requirements of FECA.

On November 4, 1986, the Thomas Campaign lent \$25,000 to the Harvey Committee for Mr. Harvey's campaign for the California legislature (see Exhibit B). That loan was disclosed to the FEC as part of the Thomas Campaign's Report of Receipts and Disbursements for the period from October 16, 1986 to November 24, 1986 (see Exhibit C). Thus, there is no merit to the charge in Item 1 of the Evans complaint that the Thomas Campaign did not properly report the loan.

Between 1988 and 1992, the Thomas Campaign and the Harvey Committee settled the balance of that loan, and the Thomas Campaign made a full disclosure of all of these transactions to the FEC. The Thomas Campaign forgave \$5,000 of the loan on December 31, 1988 (see Exhibit D), \$10,000 of the loan on September 30, 1990 (see Exhibit E), and \$5,000 of the loan on June 30, 1991 (see Exhibit F). On March 17, 1992, the Harvey Committee repaid \$5,000 of the original loan (see Exhibit G).² Contrary to Items 2-4 of the Evans complaint, all of these transactions were properly reported

² The March 30, 1992 amendment noted in Count 4 of the Evans complaint was to the 1991 year-end report for the Thomas Campaign. Hence, that report -- even when amended -- did not reflect the March 17, 1992, repayment from the Harvey Committee.

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Page 3

to the FEC (see Exhibit H) and were perfectly legal under FECA.³

Upon receipt of the March 1992 repayment from the Harvey Committee, the Thomas Campaign made inquiries of the FEC as to whether it could accept such a repayment in view of the permissibility of corporate and union contributions in the state of California (see Exhibit A, ¶ 3). Mr. R. Todd Gerlough of the FEC indicated that a repayment from the Harvey Committee would be permissible so long as the repayment did not consist of corporate or union funds and the ultimate sources of the Harvey Committee's funds complied with 2 U.S.C. § 441a (see Exhibit A, ¶ 3; Exhibit I). Ms. Abernathy confirmed with the Harvey Committee that these conditions had been satisfied and disclosed this information to Mr. Gerlough (see Exhibit A, ¶ 3; Exhibit J). Since that time, the FEC has made no other inquiries on the issue. Thus, despite the allegations of Item 5 of the Evans complaint, the Thomas Campaign complied with FECA and with all requests from the FEC regarding this repayment.

Community Construction

Contrary to the allegations of Item 6 of the Evans complaint, the Thomas Campaign's in-kind contribution to a state initiative committee did not (and indeed could not) violate FECA.

In the fall of 1987, Community Construction of Bakersfield, California, loaned \$100,000 to Campaign Reform Initiative ("CRI"), a state initiative committee registered with the California Fair Political Practices Commission ("FPPC") (see Exhibit A, ¶ 4). On February 10, 1989, the Thomas Campaign repaid \$50,000 of that loan (see Exhibit K). The Thomas Campaign's repayment was properly reported to both

³ In addition, all but the last of these transactions took place more than five years ago, and hence are outside of the statute of limitations as set forth in 28 U.S.C. § 2462. See FEC v. National Right to Work Comm., 916 F. Supp. 10 (D.D.C. 1996) (catch-all statute of limitations of § 2462 bars enforcement actions under the Federal Election Campaign Act more than five years after the alleged violation); FEC v. National Republican Senatorial Committee, 877 F. Supp. 15 (D.D.C. 1995) (same). Even if they somehow were read to state violations of FECA -- which they do not -- it appears that Items 6, 10 & 11 would also be outside of the statute of limitations.

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Ms. Lois Lerner
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Page 4

the FEC and the FPPC as an in-kind contribution to CRI (see Exhibits L & M). This repayment did not violate FECA because there are no federal limits on contributions by a federal campaign to a state initiative committee.

Dinner Invitation

The mailing referenced in Item 7 of the Evans complaint was an invitation to a family dinner to be hosted by Mr. Thomas at the Kern County, California, Fairgrounds on November 5, 1994. This was not a lavish "fundraising" event, as a full buffet dinner cost only six dollars for individuals and only fifteen dollars for an entire family. Nevertheless, the mailing noted in the complaint (see Exhibit N) complied with all relevant federal regulations.

Contrary to the allegations in paragraphs A & B of Item 7, the mailing very clearly requested the name, address and telephone number of those attending the dinner and made clear that the Thomas Campaign paid for the mailing. Under 11 C.F.R. § 104.7, the specific language quoted in paragraph A need not be included in all campaign solicitations, but only in solicitations to those who contribute more than \$200 in a calendar year. In addition, the regulatory requirement that this specific language be included in solicitations has been ruled contrary to FECA and therefore invalid. See Republican National Committee v. FEC, 76 F.3d 400, 406-07 (D.C. Cir. 1996). This mailing also complied fully with 11 C.F.R. § 110.11(a)(1) because it is abundantly clear that the Thomas Campaign paid for the mailing.

While the FEC has no jurisdiction over the violations of Internal Revenue Code or Postal laws alleged in paragraphs C & D of Item 7, it is also plain that the mailing was in compliance with those laws. The Internal Revenue Service disclaimer noted in paragraph C is prominently displayed at the bottom of the mailing. In addition, the postal portion of the mailing very clearly indicates that the Thomas Campaign paid the costs of postage, as is required under Postal laws.

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Federal Employees

The allegations of Item 8 of the Evans complaint concerning Robin Lake Foster are simply incorrect as a factual matter.⁴ As noted in the attached affidavit of Ms. Abernathy (see Exhibit A, ¶ 5), Ms. Foster is a federal employee of Mr. Thomas in the House of Representatives. For parts of April, May and June of 1994, however, Ms. Foster changed to part-time status for Mr. Thomas and spent her time working for the Conni Brunni for Supervisor Committee in California. During this time, Ms. Foster took a cut in her federal pay proportional to her reduction in workload. In addition, Mr. Thomas's office maintained accurate records of her workload to ensure that she was only paid for her work for the congressional office. Any work that she performed for Ms. Brunni's campaign was purely on her own time and is not subject to regulation by the FEC.

Bakersfield Office

Without any substantiation whatsoever, the Evans complaint charges that Mr. Thomas used federal funds to pay the rent for Western Pacific Research, its campaign consultant. As explained in the attached affidavit of Ms. Abernathy (see Exhibit A, ¶ 6), the rents paid by Mr. Thomas and Western Pacific reflected the value of the office space under each lease. Mr. Thomas spends federal money only for the office space used for his official activities, while Western Pacific maintains its own financial records and pays its own rent separate and apart from Mr. Thomas.

Disclosure of Authorized Committees

The Evans complaint is simply wrong when it asserts that Mr. Thomas "may have controls [sic] of" the "California Republican Assembly Political Action Committee" or "Citizens for a Better America." Mr. Thomas has no connection whatsoever with these committees, much less are they authorized by him (see Exhibit A, ¶ 7).

⁴ Contrary to a statement in the Evans complaint, Robin Lake Foster is not an "alias" for Robin Renee Lake -- it is her married name.

97043801201

Ms. Lois Lerner
May 10, 1996
Page 6

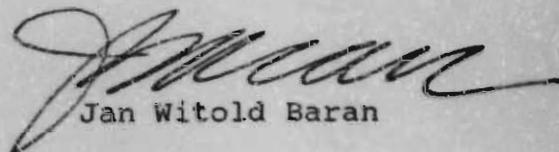
Financial Disclosures

To the extent that they are comprehensible, the allegations in Item 11 of the Evans complaint are completely unfounded. Both Mr. Thomas and Ms. Abernathy have reported accurately and completely all financial transactions required under Rules of the House of Representatives, and no campaign funds have been used to finance the purchase of personal real estate. All three of the properties noted in this allegation (1910 Alta Vista Drive in Bakersfield; 14500 Las Palmas in Bakersfield; and 601 North View Terrace in Alexandria) are or have been personal residences that need not be reported on House disclosure forms (see Exhibit A, ¶ 8). In addition, the disclosure requirements noted in this allegation are not a part of FECA and hence are not enforceable by the FEC.

Conclusion

As noted above and in the attached exhibits, our clients have gone to great lengths to ensure that they have complied with FECA and other applicable laws. The allegations of the Evans complaint are totally unsupported and are squarely rebutted by the contemporaneous records of the Thomas Campaign. As such, the FEC should find no reason to believe that my clients violated FECA and should dismiss the complaint in this matter.

Sincerely yours,


Jan Witold Baran

Enclosures

97043801202

AFFIDAVIT OF CATHERINE ABERNATHY

I, Catherine Abernathy, state under penalty of perjury that:

1. I am an Administrative Assistant for the Honorable William Thomas, a member of the House of Representatives from California's 21st District.

2. On November 4, 1986, the Bill Thomas Campaign Committee (the "Thomas Campaign") made a \$25,000 loan to the Committee to Elect Trice Harvey (the "Harvey Committee") for Mr. Harvey's campaign for the California Assembly. Between 1988 and 1991, the Thomas Campaign forgave \$20,000 of that loan and made full disclosure of that forgiveness in reports to the FEC.

3. On March 17, 1992, the Harvey Committee repaid \$5,000 of the original loan to the Thomas Campaign. Soon thereafter, Thomas Campaign staff contacted the FEC to inquire whether the Thomas Campaign could accept these funds from the Harvey Committee, in view of the fact that California law permits corporate and union contributions to candidates. Mr. R. Todd Gerlough of the FEC indicated that a repayment from the Harvey Committee would be permissible so long as the repayment did not consist of corporate or union funds and the ultimate sources of the Harvey Committee's funds complied with 2 U.S.C. § 441a. I then confirmed with the Harvey Committee that these conditions had been satisfied and disclosed this information to Mr. Gerlough. Since that

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time, the FEC has made no further inquiries of the Thomas Campaign on the issue.

4. In the fall of 1987, Community Construction of Bakersfield, California, loaned \$100,000 to Campaign Reform Initiative ("CRI"), a state initiative committee registered with the California Fair Political Practices Commission ("FPPC"). The Thomas Campaign repaid \$50,000 of that loan on February 10, 1989, and it made a full disclosure of that repayment to the FPPC.

5. Ms. Robin Foster is a full-time federal employee of Mr. Thomas in the House of Representatives. For parts of April, May and June of 1994, Ms. Foster changed to part-time status for Mr. Thomas and spent her time working for the Conni Bruni for Supervisor Committee in California. During this time, Ms. Foster took a cut in her federal pay proportional to her reduction in workload. Mr. Thomas's office maintained accurate records of her workload to ensure that she was only paid for her work for the congressional office.

6. Mr. Thomas has a rental agreement with Bakersfield Medical Associates for his district office space at 4100 Truxtun Avenue, Suite 220, Bakersfield, California. The rent for that 1433 square foot office is \$2100 per month, including cleaning and utilities. Western Pacific Research has a rental agreement with Bakersfield Medical Associates for Suite 210 in the same building, under which Western

97043801204

Pacific pays \$873.18 per month for 740 square feet, not including cleaning or utilities.

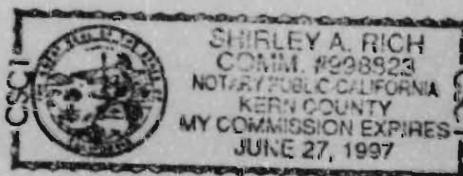
7. Mr. Thomas has no connection with the "California Republican Assembly Political Action Committee" or "Citizens for a Better America."

8. The three properties noted in the complaint in MUR 4332 (1910 Alta Vista Drive in Bakersfield; 14500 Las Palmas in Bakersfield; and 601 North View Terrace in Alexandria) are or have been personal residences that need not be reported under the Rules of the House of Representatives.

Catherine Abernathy
Catherine Abernathy

Sworn and subscribed to
before me this 9TH day of
May, 1996.

Shirley A. Rich
Notary Public



My Commission expires: 6/27/97

97043801205

**BILL THOMAS
CAMPAIGN COMMITTEE**

COMMITTEE ID NO. 093431

P. O. BOX 395

BAKERSFIELD, CA 93302

1562

Nov 4 1986

90-897
1222

PAY
TO THE
ORDER OF

Committee to Elect Trice Harvey

\$ 25,000

Twenty five thousand and no/100

DOLLARS

American National Bank

Schenfield Main Office
22nd and I. Streets
Bakersfield, California 93301

William M. Thomas
Joe Cummins

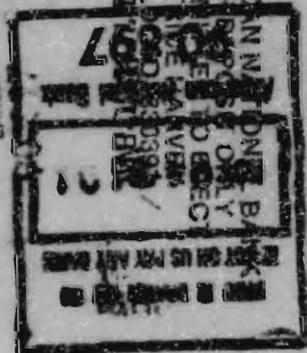
FOR Loan to campaign

⑈001562⑈ ⑆122208971⑆ ⑈01001656⑈

⑈000250000⑈

001 01137

FAY NEW YORK, N.Y.
AMERICAN
NATIONAL BANK
BAKERSFIELD, CALIF.



97043801206

01 11/04/86 14:56 00181372

STATEMENTS OF RECEIPTS AND DISBURSEMENTS
For Authorized Committee

(Summary Page)

1. Name of Committee (in Full) Bill Thomas Campaign Committee
 Address (Number and Street) Post Office Box 345
 City, State, and Zip Code Bakersfield, CA 93302 Check if address is different than previously reported.

2. FEC Identification Number 082431

3. Is this Report an Amendment? YES NO

4. TYPE OF REPORT

April 15 Quarterly Report Twelfth day report preceding _____ (Type of Election) _____
 election on _____ in the State of _____

July 15 Quarterly Report

October 15 Quarterly Report Thirtieth day report following the General Election on 11/4/86 in the State of CA

January 31 Year End Report Termination Report

July 31 Mid Year Report (Non-election Year Only)

This report contains activity for - Primary Election General Election Special Election Runoff Election

SUMMARY		COLUMN A This Period	COLUMN B Calendar Year-to-Date
5. Covering Period	<u>10-16-86</u> through <u>11-24-86</u>		
6. Net Contributions (other than loans)			
(a) Total Contributions (other than loans) (From Line 11 (e))		\$35,447.00	\$149,028.37
(b) Total Contribution Refunds (from Line 20 (d))		0	0
(c) Net Contributions (other than loans) (subtract Line 6 (b) from 6 (a))		\$35,447.00	\$149,028.37
7. Net Operating Expenditures			
(a) Total Operating Expenditures (from Line 17)		\$103,884.49	\$174,242.48
(b) Total Offsets to Operating Expenditures (from Line 14)		0	0
(c) Net Operating Expenditures (subtract Line 7 (b) from 7 (a))		\$103,884.49	\$174,242.48
8. Cash on Hand at Close of Reporting Period (from Line 27)		\$220,061.47	
9. Debts and Obligations Owed TO The Committee (Itemize all on Schedule C or Schedule D)		29,000.00	
10. Debts and Obligations Owed BY The Committee (Itemize all on Schedule C or Schedule D)		0	

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

For further information, contact:
 Federal Election Commission
 999 F Street, N.W.
 Washington, D.C. 20463
 Toll Free 800-424-9534
 Local 202-376-1120

John Cummings
 Type or Print Name of Treasurer

John Cummings
 SIGNATURE OF TREASURER

12/4/86
 Date

NOTE: Submission of false erroneous or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

All previous versions of FEC FORM 3 and FEC FORM 3a are obsolete and should no longer be used.

97043801207

LOANS
(owed To the Committee)

97043801208

Name of Committee (in Full) Bill Thomas Campaign Committee				
A. Full Name, Mailing Address and ZIP Code of Loan Source Trice Harvey for Assembly ID # 830391 Post Office Box 9611 Bakersfield, CA 93389		Original Amount of Loan \$25,000	Cumulative Payment To Date 0	Balance Outstanding at Close of This Period \$25,000.
Election: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):		Terms: Date Incurred 11-4-86 Date Due 12-31-87 Interest Rate None % (apr) <input type="checkbox"/> Secured		
List All Endorsers or Guarantors (if any) to Item A				
1. Full Name, Mailing Address and ZIP Code Trice Harvey, Candidate		Name of Employer		
		Occupation State Assemblyman		
		Amount Guaranteed Outstanding \$		
2. Full Name, Mailing Address and ZIP Code David Brandon, Treasurer		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding \$		
3. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding \$		
B. Full Name, Mailing Address and ZIP Code of Loan Source People for Henley Comm. ID # 206292 Post Office Box 1431 San Bernardino, CA 92402		Original Amount of Loan \$1,000	Cumulative Payment To Date Forgiven on 11/15/86	Balance Outstanding at Close of This Period 0
Election: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):		Terms: Date Incurred 9-2-86 Date Due 12-31-87 Interest Rate None % (apr) <input type="checkbox"/> Secured		
List All Endorsers or Guarantors (if any) to Item B				
1. Full Name, Mailing Address and ZIP Code Bob Henley, Candidate		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding \$		
2. Full Name, Mailing Address and ZIP Code Gary James, Treasurer		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding \$		
3. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding \$		
SUBTOTALS This Period This Page (optional)				\$25,000-
TOTALS This Period (not used in this file)				

REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee
(Summary Page)

USE FEC MAILING LABEL OR TYPE OR PRINT

1. N	CO0100537 CA/20 120888 JOHN CUMMINGS BILL THOMAS CAMPAIGN COMMITTEE PO BOX 395 BAKERSFIELD CA 93302	2. FEC IDENTIFICATION NUMBER 082431
ADD		3. IS THIS REPORT AN AMENDMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
CITY		

4. TYPE OF REPORT

- April 15 Quarterly Report Twelfth day report preceding _____
(Type of Election)
- July 15 Quarterly Report election on _____ in the State of _____
- October 15 Quarterly Report Thirtieth day report following the General Election on _____
in the State of _____
- January 31 Year End Report
- July 31 Mid-Year Report (Non-election Year Only) Termination Report
- This report contains activity for:
 Primary Election General Election Special Election Runoff Election

SUMMARY

5. Covering Period	COLUMN A This Period	COLUMN B Calendar Year-to-Date
11/29/88 through 12/31/88		
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(e))	565.-	197,006.66
(b) Total Contribution Refunds (from Line 20(d))	0	500.-
(c) Net Contributions (other than loans) (subtract Line 6(b) from 6(a))	565.-	196,506.66
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17)	5,187.74	254,590.10
(b) Total Offsets to Operating Expenditures (from Line 14)	0	0
(c) Net Operating Expenditures (subtract Line 7(b) from 7(a))	5,187.74	254,590.10
8. Cash on Hand at Close of Reporting Period (from Line 27)	227,713.47	
9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D)	24,000.-	
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)	0	

For further information contact:
 Federal Election Commission
 999 E Street, NW
 Washington, DC 20463
 Toll Free 800-424-9530
 Local 202-376-3120

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer
 JOHN CUMMINGS

Signature of Treasurer: *John Cummings* Date: 1/31/89

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. 5439g.

97043801209

LOANS

Name of Committee (in Full) <u>Bill Thomas Campaign Committee # 182431</u>				
A. Full Name, Mailing Address and ZIP Code of Loan Source <u>Eric Harvey for Assembly</u> <u>P.O. Box 8616</u> <u>Chapel Hill, NC 27514</u>		Original Amount of Loan <u>25,000.00</u>	Cumulative Payment To Date <u>5,000.00</u> <i>(paid by the committee)</i>	Balance Outstanding at Close of This Period <u>20,000.00</u>
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Terms: Date Incurred <u>11/4/88</u> Date Due <u>12/31/88</u> Interest Rate <u>0</u> % (apr)	<input type="checkbox"/> Secured	
List All Endorsers or Guarantors (if any) to Item A				
1. Full Name, Mailing Address and ZIP Code <u>Eric Harvey</u>		Name of Employer <u>Assemblyman</u>		
		Occupation <u>Teacher</u>		
		Amount Guaranteed Outstanding: \$		
2. Full Name, Mailing Address and ZIP Code <u>Daniel Brandon</u>		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$		
3. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$		
B. Full Name, Mailing Address and ZIP Code of Loan Source		Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Terms: Date Incurred _____ Date Due _____ Interest Rate _____ % (apr)	<input type="checkbox"/> Secured	
List All Endorsers or Guarantors (if any) to Item B				
1. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$		
2. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$		
3. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$		
SUBTOTALS This Period This Page (options!)				<u>20,000.00</u>
TOTALS This Period (last page in this line only)				<u>20,000.00</u>

9704380121C

Carry outstanding balance over to Schedule D, General D, for this line. If no Schedule D, carry over to Schedule D, General D.

REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee
(Summary Page)

USE FEC MAILING LABEL
OR
TYPE OR PRINT

1. NAME	COC100537 CA/20 090790 P 430	
AD	JOHN CUMMINGS BILL THOMAS CAMPAIGN COMMITTEE PO BOX 395 BAKERSFIELD CA 93302	2. FEC IDENTIFICATION NUMBER <u>080431</u>
CIT		3. IS THIS REPORT AN AMENDMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

4. TYPE OF REPORT

<input type="checkbox"/> April 15 Quarterly Report	<input type="checkbox"/> Twelfth day report preceding _____ (Type of Election)
<input type="checkbox"/> July 15 Quarterly Report	election on _____ in the State of _____
<input checked="" type="checkbox"/> October 15 Quarterly Report	<input type="checkbox"/> Thirtieth day report following the General Election on _____ in the State of _____
<input type="checkbox"/> January 31 Year End Report	
<input type="checkbox"/> July 31 Mid-Year Report (Non-election Year Only)	<input type="checkbox"/> Termination Report

This report contains activity for Primary Election General Election Special Election Runoff Election

SUMMARY

5. Covering Period	COLUMN A This Period	COLUMN B Calendar Year-to-Date
<u>07/01/90</u> through <u>09/30/90</u>		
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(e))	<u>47,340.66</u>	<u>204,536.66</u>
(b) Total Contribution Refunds (from Line 20(d))	<u>0</u>	<u>0</u>
(c) Net Contributions (other than loans) (subtract Line 6(b) from 6(a))	<u>47,340.66</u>	<u>204,536.66</u>
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17)	<u>42,253.26</u>	<u>170,848.94</u>
(b) Total Offsets to Operating Expenditures (from Line 14)	<u>0</u>	<u>0</u>
(c) Net Operating Expenditures (subtract Line 7(b) from 7(a))	<u>42,253.26</u>	<u>170,848.94</u>
8. Cash on Hand at Close of Reporting Period (from Line 27)	<u>206,379.85</u>	For further information contact: Federal Election Commission 999 E Street, NW Washington, DC 20463 Toll Free 800-424-9530 Local 202-376-3120
9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D)	<u>10,000.-</u>	
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)	<u>0</u>	

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer JOHN CUMMINGS	
Signature of Treasurer	Date

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

97043801211

LOANS

Name of Comptroller (in Full) <i>Bill Thomas Campaign Committee # 0824731</i>				
A. Full Name, Mailing Address and ZIP Code of Loan Source <i>Rice Harvey for Assembly # 830391</i> <i>P.O. Box 9611</i> <i>Pakenfield Ca 94389</i>		Original Amount of Loan <i>25,000. -</i>	Cumulative Payment To Date <i>15,000. -</i>	Balance Outstanding at Close of This Period <i>10,000. -</i>
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		<i>for given by committee</i>		
Terms: Date Incurred <i>11/19/88</i> Date Due _____ Interest Rate <i>0</i> % (apr) <input type="checkbox"/> Secured				
List All Endorsers or Guarantors (if any) to Item A				
1. Full Name, Mailing Address and ZIP Code <i>Rice Harvey</i>		Name of Employer <i>Assemblyman</i>		
		Occupation <i>Assemblyman</i>		
		Amount Guaranteed Outstanding: \$ _____		
2. Full Name, Mailing Address and ZIP Code <i>David Brandon</i>		Name of Employer		
		Occupation <i>Treasurer</i>		
		Amount Guaranteed Outstanding: \$ _____		
3. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$ _____		
B. Full Name, Mailing Address and ZIP Code of Loan Source		Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):				
Terms: Date Incurred _____ Date Due _____ Interest Rate _____ % (apr) <input type="checkbox"/> Secured				
List All Endorsers or Guarantors (if any) to Item B				
1. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$ _____		
2. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$ _____		
3. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$ _____		
SUBTOTALS This Period This Page (optional)			<i>10,000. -</i>	
TOTALS This Period (last page in this line only)			<i>10,000. -</i>	
Carry outstanding balance over to LINE 3, Schedule D, for this line. If no Schedule D, carry forward to appropriate line of Summary.				

97043801212

Name of Committee (in Full) <i>Bill Thomas Campaign Committee #C00100937</i>				
A. Full Name, Mailing Address and ZIP Code of Loan Source <i>Eric Harvey for Assembly #80091 P.O. Box 9011 Parkerfield, Ca 93389</i>		Original Amount of Loan <i>\$25,000.-</i>	Cumulative Payment To Date <i>\$20,000.-</i>	Balance Outstanding at Close of This Period <i>\$5,000.-</i>
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Terms: Date Incurred <i>11/4/84</i> Date Due _____ Interest Rate <i>0</i> % (apr) <input type="checkbox"/> Secured		
List All Endorsers or Guarantors (if any) to Item A				
1. Full Name, Mailing Address and ZIP Code <i>Eric Harvey</i>		Name of Employer		
		Occupation <i>Assemblyman</i>		
		Amount Guaranteed Outstanding: \$		
2. Full Name, Mailing Address and ZIP Code <i>Wavil Brandon</i>		Name of Employer		
		Occupation <i>Treasurer</i>		
		Amount Guaranteed Outstanding: \$		
3. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$		
B. Full Name, Mailing Address and ZIP Code of Loan Source		Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Terms: Date Incurred _____ Date Due _____ Interest Rate _____ % (apr) <input type="checkbox"/> Secured		
List All Endorsers or Guarantors (if any) to Item B				
1. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$		
2. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$		
3. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$		
SUBTOTALS This Period This Page (optional)				
TOTALS This Period (list page in this line only)				<i>\$ 5,000.-</i>
Carry outstanding balances only to LINE 3, Schedule D, for this line. If no Schedule D, carry forward to appropriate line of Summary.				

97043801214

97043801215

Committee to Elcect Trice Harvey
PO Box 9611
Bakersfield, CA 93389
ID # 830391

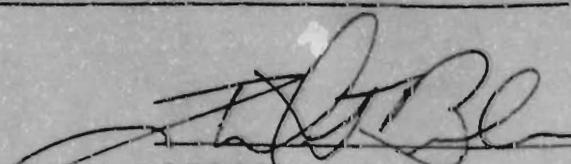
March 17, 19 92

16-24/160
1220171

PAY TO THE ORDER OF ***Bill Thomas Campaign Committee ***** \$ 5,000.00

Five Thousand and no/100** DOLLARS

STOCKDALE OFFICE
WELLS FARGO BANK
140 CALIFORNIA AVENUE BAKERSFIELD, CA 93309



⑆122000247⑆0160 083887⑆

REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee
(Summary Page)

USE FEC MAILING LABEL OR TYPE OR PRINT

1 C00100537 CA/21 022692 P:430 JOHN CUMMINGS BILL THOMAS CAMPAIGN COMMITTEE PO BOX 395 BAKERSFIELD CA 93302	2. FEC IDENTIFICATION NUMBER <p style="text-align: center; font-size: 1.2em;">C00100537</p> 3. IS THIS REPORT AN AMENDMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
--	---

4. TYPE OF REPORT

- | | |
|--|--|
| <input checked="" type="checkbox"/> April 15 Quarterly Report
<input type="checkbox"/> July 15 Quarterly Report
<input type="checkbox"/> October 15 Quarterly Report
<input type="checkbox"/> January 31 Year End Report
<input type="checkbox"/> July 31 Mid-Year Report (Non-election Year Only) | <input type="checkbox"/> Twelfth day report preceding _____
<small>(Type of Election)</small>
election on _____ in the State of _____
<input type="checkbox"/> Thirtieth day report following the General Election on _____
in the State of _____
<input type="checkbox"/> Termination Report |
|--|--|
- This report contains activity for Primary Election General Election Special Election Runoff Election

SUMMARY

5. Covering Period	COLUMN A This Period	COLUMN B Calendar Year-to-Date
01/01/92 through 03/31/92		
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(e))	28,809.64	28,809.64
(b) Total Contribution Refunds (from Line 20(d))	0	0
(c) Net Contributions (other than loans) (subtract Line 6(b) from 6(a))	28,809.64	28,809.64
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17)	23,740.94	23,740.94
(b) Total Offsets to Operating Expenditures (from Line 14)	5,000.00	5,000.00
(c) Net Operating Expenditures (subtract Line 7(b) from 7(a))	18,740.94	18,740.94
8. Cash on Hand at Close of Reporting Period (from Lins 27)	187,121.12	
9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D)	0	For further information contact: Federal Election Commission 999 E Street, NW Washington, DC 20463 Toll Free 800-424-9530 Local 202-376-3120
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)	0	

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer <p style="font-size: 1.2em; text-align: center;">CATHERINE ABERNATHY</p>	Date <p style="font-size: 1.2em; text-align: center;">4/15/92</p>
Signature of Treasurer 	

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

97043801216

SCHEDULE A

ITEMIZED RECEIPTS

See separate schedule for each category of this Detailed Summary Page

PAGE 11 OF 11
FOR LINE NUMBER

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (in Full)

Bill Thomas Campaign Committee #C00100537

<p>A. Full Name, Mailing Address and ZIP Code <i>Committee to Elect Eric Harvey I.D. #830391</i> <i>P.O. Box 9611</i> <i>Bakersfield, Ca 93389</i></p> <p>Receipt For: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):</p>	<p>Name of Employer <i>N/A</i></p> <p>Occupation <i>N/A</i></p> <p>Aggregate Year-to-Date > \$ <i>5000</i></p>	<p>Date (month, day, year) <i>3/17/92</i></p>	<p>Amount of Each Receipt this Period <i>5000. —</i></p>
---	---	---	--

<p>B. Full Name, Mailing Address and ZIP Code <i>* Repayment of Loan *</i></p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Aggregate Year-to-Date > \$</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Receipt this Period</p>
--	---	--------------------------------	---

<p>C. Full Name, Mailing Address and ZIP Code</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Aggregate Year-to-Date > \$</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Receipt this Period</p>
---	---	--------------------------------	---

<p>D. Full Name, Mailing Address and ZIP Code</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Aggregate Year-to-Date > \$</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Receipt this Period</p>
---	---	--------------------------------	---

<p>E. Full Name, Mailing Address and ZIP Code</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Aggregate Year-to-Date > \$</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Receipt this Period</p>
---	---	--------------------------------	---

<p>F. Full Name, Mailing Address and ZIP Code</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Aggregate Year-to-Date > \$</p>	<p>Date (month, day, year)</p>	<p>Amounts of Each Receipt this Period</p>
---	---	--------------------------------	--

<p>G. Full Name, Mailing Address and ZIP Code</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Aggregate Year-to-Date > \$</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Receipt this Period</p>
---	---	--------------------------------	---

SUBTOTAL (of Receipts This Page optional)

TOTAL This Period (last page this line number only)

5000. —

97043801217

Name of Committee (in Full) <i>Bill Thomas Campaign Committee</i>				
A. Full Name, Mailing Address and ZIP Code of Loan Source <i>Trice Harvey for Assembly #830391</i> <i>P.O. Box 9011</i> <i>Bakersfield, Ca 93389</i>		Original Amount of Loan <i>\$95,000.00</i>	Cumulative Payment To Date <i>\$25,000.00</i>	Balance Outstanding at Close of This Period <i>0</i>
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Terms: Date Incurred <i>11/9/86</i> Date Due _____ Interest Rate _____ % (apr) <input type="checkbox"/> Secured		
List All Endorsers or Guarantors (if any) to Item A				
1. Full Name, Mailing Address and ZIP Code <i>Trice Harvey</i>	Name of Employer <i>Assemblyman</i>	Occupation <i>Assemblyman</i>	Amount Guaranteed Outstanding \$	
2. Full Name, Mailing Address and ZIP Code <i>David Brandon</i>	Name of Employer	Occupation <i>Treasurer</i>	Amount Guaranteed Outstanding \$	
3. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$	
B. Full Name, Mailing Address and ZIP Code of Loan Source		Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Terms: Date Incurred _____ Date Due _____ Interest Rate _____ % (apr) <input type="checkbox"/> Secured		
List All Endorsers or Guarantors (if any) to Item B				
1. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$	
2. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$	
3. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$	
SUBTOTALS This Period (This Page optional)				
TOTALS This Period (last page in this line only)			<i>0</i>	
Carry outstanding balance only to LINE 3, Schedule D, for this line. If no Schedule D, carry forward to appropriate line of Summary.				

97043801218



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

RQ-2

JUN 2 1992

John Cummings, Treasurer
Bill Thomas Campaign Committee
P.O. Box 395
Bakersfield, CA 93302

Identification Number: C00100537

Reference: April Quarterly Report (1/1/92-3/31/92)

Dear Mr. Cummings:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-You disclose a \$5,000 loan repayment from the Committee to Elect Trice Harvey. A loan repayment from a state or local committee must be from sources permissible under the FECA, as amended. Specifically, the payment may not consist of funds from corporate or union treasuries. Additionally, any contributor to the state committee is subject to the limits of 2 U.S.C. §441(a). Please clarify if the funds were from permissible sources.

A written response or an amendment to your original report(s) correcting the above problem(s) should be filed with the Clerk of the House of Representatives, 1036 Longworth House Office Building, Washington, DC 20515 within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 219-3580.

Sincerely,

R. Todd Gerlough
Reports Analyst
Reports Analysis Division

97043801219

WILLIAM M. THOMAS
MEMBER OF CONGRESS
CALIFORNIA
805 322-2225

June 12, 1992

Clerk of the House of Representatives
Office of Records and Registration
1036 Longworth House Office Building
Washington, D.C. 20515

Dear Sir/Madam:

This letter is in response to two inquiries raised by the Federal Election Commission (FEC).

The first inquiry in question concerns the April Quarterly Report (1/1/92 - 3/31/92) of the Bill Thomas Campaign Committee, I.D. #C00100537, P. O. Box 395, Bakersfield, CA 93302.

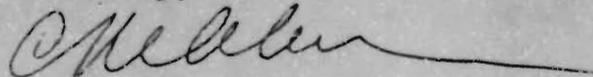
The item in question pertains to a disclosure of \$5,000 which is a loan repayment from the Committee to Elect Trice Harvey. The Bill Thomas Campaign Committee has been advised by this state committee that all monies received in order to make this contribution do not consist of corporate or union funds.

The second inquiry in question concerns the Year End and Amended Year End Reports (7/1/91 - 12/31/91 and 2/11/92 and 3/30/92) of the Bill Thomas Campaign Committee.

The committee contacted each of the disclosed entries at the time of receipt and determined that the contributions received were not corporate contributions.

I hope this information has been helpful in clarifying any questions.

Sincerely,



Catherine M. Abernathy
Assistant Treasurer

9704380122C

**BILL THOMAS
CAMPAIGN COMMITTEE**

COMMITTEE 28 BOX, 000011
P. O. BOX 285
BAKERSFIELD, CA 93302

053:01894 02-14-89 FEB 10 1989 1223

1972

PAY TO THE ORDER OF
PAYEE'S ACCOUNT
OR OTHER BANK ACCOUNT
OR TO THE ORDER OF
CASH

Company Part of Bill Thomas
Bill Thomas
\$500.00
DOLLARS
Wm. L. ...

FOR #001972# 432220897 W:01-041656#

#0005000000#

053:01894 02-14-89 2122403724

122000247

00114300

PAY TO THE ORDER OF
VALLEY BANK OF NEVADA
SPRING VALLEY BRANCH
COMPLIANCE DEPARTMENT
NEVADA
FOR DEPOSIT ONLY
18007373

97043801221

REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee
(Summary Page)

USE FEC MAILING LABEL
OR
TYPE OR PRINT

C00100537 CA/20 062059
 JOHN CUMMINGS
 BILL THOMAS CAMPAIGN COMMITTEE
 PO BOX 395
 BAKERSFIELD CA 93302

2. FEC IDENTIFICATION NUMBER
082431

3. IS THIS REPORT AN AMENDMENT?
 YES NO

4. TYPE OF REPORT

- April 15 Quarterly Report
- July 15 Quarterly Report
- October 15 Quarterly Report
- January 31 Year End Report
- July 31 Mid-Year Report (Non-election Year Only)
- Twelfth day report preceding _____ (Type of Election) election on _____ in the State of _____
- Thirtieth day report following the General Election on _____ in the State of _____
- Termination Report

This report contains activity for Primary Election General Election Special Election Runoff Election

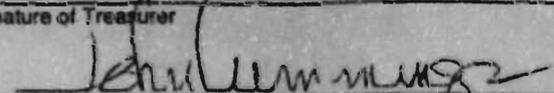
SUMMARY

	COLUMN A This Period	COLUMN B Calendar Year-to-Date
5. Covering Period <u>01/01/89</u> through <u>06/30/89</u>		
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(e))	50,220.20	50,220.20
(b) Total Contribution Refunds (from Line 20(d))	0	0
(c) Net Contributions (other than loans) (subtract Line 6(b) from 6(a))	50,220.20	50,220.20
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17)	123,353.13	123,353.13
(b) Total Offsets to Operating Expenditures (from Line 14)	0	0
(c) Net Operating Expenditures (subtract Line 7(b) from 7(a))	123,353.13	123,353.13
8. Cash on Hand at Close of Reporting Period (from Line 27)	163,551.07	
9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D)	28,000.00	
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)	0	

For further information contact:
 Federal Election Commission
 999 E Street, NW
 Washington, DC 20463
 Toll Free 800-424-9530
 Local 202-376-3120

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer
JOHN CUMMINGS

Signature of Treasurer  Date 7/1/89

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

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97043801222

ITEMIZED DISBURSEMENTS

Use separate schedule(s) for each category of the Detailed Summary Page

PAGE 3 OF 4
FOR LINE NUMBER 17

Information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (in Full)

Bill Thomas Campaign Committee #082131

97043801223

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Sandstegies & Sely 1930A Monterey Street San Luis Obispo, CA 95401	Fundraiser expense (beverages) Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	6/30/89	264.52
Real Estate Investment Trust, Inc. P.O. Box 65195 WPC 20035	Fundraiser dinner Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	2/19/89	<872.53> in kind received
Neil Republican Congressional 300-1st Street WPC 20003	Office Media Services Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	3/2/89	<17.67> in kind received
Kern Schools Union P.O. Box 9125 Bakersfield, CA 93389	Lodging Campaign School Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	6/30/89	268.03
Community Construction 5407 Stockdale Hwy. Bakersfield, Ca 93309	in-kind contribution Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	2/10/89	50,000.-
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement to Campaign Reform United Fund I.D. # 870-861 (CA-FDR) Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Date (month, day, year)	Amount of Each Disbursement This Period
G. Full Name, Mailing Address and ZIP Code Community First Bank P.O. Box 6125 Bakersfield, Ca 93386	Catering expense, transportation, event production fees. Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General	6/29/89	851.78
H. Full Name, Mailing Address and ZIP Code Newt Gingrich 2438 Radburn HOB Washington, D.C. 20525	Airfare of guest for fundraiser Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	6/29/89	697.-
I. Full Name, Mailing Address and ZIP Code American Express Suite 6001 Chicago, Ill 60679-0001	Airfare Disbursement for: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	6/28/89	358.-

SUBTOTAL of Disbursements This Page (optional)

53,329.53

TOTAL This Period (last page this line number only)



FORM 461
1989

INDEPENDENT EXPENDITURE AND MAJOR DONOR
COMMITTEE CAMPAIGN STATEMENT

(Government Code Sections 84200-84217)

For use by:

(1) Persons who have made independent expenditures totaling \$1,000 or more in a calendar year to support or oppose candidates, officeholders or ballot measures; or

(2) Persons who have made expenditures or contributions totaling \$10,000 or more in a calendar year directly to or at the behest of candidates, officeholders or committees.

(Type or Print in Ink)

Statement covers period 01/01/89 through 06/30/89

A OFFICIAL USE ONLY

NAME OF FILER: (INCLUDE NAME(S) OF ALL AFFILIATED ENTITIES WHOSE CONTRIBUTIONS ARE INCLUDED IN THIS STATEMENT)

Bill Thomas Campaign Committee (Fed I.D.# 082431)

PERMANENT ADDRESS: NO. AND STREET CITY STATE ZIP CODE AREA CODE/BUSINESS PHONE NUMBER

P.O. Box 395, Bakasfield, CA, 93302 805/322-2225

NAME OF RESPONSIBLE OFFICER: (IF FILER IS OTHER THAN AN INDIVIDUAL)

John Cummings, Treasurer / Catherine Abernathy, Asst. Treas

PERMANENT ADDRESS OF RESPONSIBLE OFFICER: NO. AND STREET CITY STATE ZIP CODE AREA CODE/BUSINESS PHONE NUMBER

Same as above

DATE OF ELECTION (MO., DAY, YR.): (IF APPLICABLE)

TOTAL PAGES

3

SUMMARY

1. Expenditures and contributions (including loans) made of \$100 or more this period (Part I)	\$ 50,000.-
2. Expenditures and contributions (including loans) under \$100 made this period (Not itemized)	\$ 0
3. TOTAL (Line 1 + 2)	\$ 50,000.-
4. Total of expenditures and contributions made from prior statement. (Line 5 of last statement filed. If this is the first statement for the calendar year, enter zero.)	\$ 0
5. Cumulative expenditures and contributions (including loans) made to date (since January 1 of the current year) (Line 3 + 4)	\$ 50,000.-
6. Loans forgiven and loan guarantees made this period (Part II, Columns (a) and (b))	\$ 0

VERIFICATION

I HAVE USED ALL REASONABLE DILIGENCE IN PREPARING THIS STATEMENT. I HAVE REVIEWED THE STATEMENT AND TO THE BEST OF MY KNOWLEDGE THE INFORMATION CONTAINED HEREIN IS TRUE AND COMPLETE.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on 07/31/89 at Bakasfield, CA by Catherine Abernathy

(DATE)

(CITY AND STATE)

(SIGNATURE OF INDIVIDUAL DONOR OR RESPONSIBLE OFFICER IF OTHER THAN AN INDIVIDUAL)

For information required to be provided to you pursuant to the Information Practices Act of 1977, see "Information Manual on Campaign Disclosure Provisions of the Political Reform Act."

97043801224

9 7 0 4 3 8 0 1 2 2 5

INDEPENDENT EXPENDITURE AND MAJOR DONOR
COMMITTEE CAMPAIGN STATEMENT
FORM 461

NAME OF FILER:

Bill Thomas Campaign Committee (Fed. I.D. # 082431)

STATEMENT COVERS PERIOD:

FROM
01/01/89

THROUGH
06/30/89

I. EXPENDITURES AND CONTRIBUTIONS (INCLUDING LOANS) MADE: (Amounts may be rounded off to whole dollars)

DATE	IND EXP. *	NAME AND ADDRESS OF PAYEE <small>OF COMMITTEE. IN ADDITION TO COMMITTEE'S NAME AND ADDRESS, ENTER I.D. NUMBER OR, IF NO I.D. NUMBER HAS BEEN ASSIGNED, ENTER THE TREASURER'S NAME AND ADDRESS</small>	DESCRIPTION OF EXPENDITURE OR CONTRIBUTION MADE <small>(INCLUDE INTEREST RATE, IF LOAN)</small>	NAME OF CANDIDATE & OFFICE OR NAME OF BALLOT MEASURE & BALLOT NUMBER OR LETTER	AMOUNT	CUMULATIVE AMOUNTS TO DATE*
2/10/89	✓	Community Construction 5407 Stockdale Hwy. Bakersfield, CA 93309	Non-monetary contribution	Campaign Reform Initiative CA I.D. 870-851 P.O. Box 395 Bakersfield, CA 93302	\$50,000.	<small>Check one</small> <small>Sup. Purpose</small> <input type="checkbox"/> <small>Op. Purpose</small> <input checked="" type="checkbox"/> CALENDAR YEAR: \$ 50,000. — FISCAL YEAR: \$ 50,000. —
						CALENDAR YEAR: \$ FISCAL YEAR: \$
						CALENDAR YEAR: \$ FISCAL YEAR: \$
						CALENDAR YEAR: \$ FISCAL YEAR: \$
						CALENDAR YEAR: \$ FISCAL YEAR: \$

*See instructions on reverse regarding "independent expenditures."

SUBTOTAL

\$50,000 —

**INDEPENDENT EXPENDITURE AND MAJOR DONOR
COMMITTEE CAMPAIGN STATEMENT
FORM 451**

STATEMENT COVERS PERIOD
FROM 01/01/89 THROUGH 06/30/89

NAME OF FILER: Bill Thomas Campaign Committee (Fed # 0824/31)

II. LOANS FORGIVEN AND LOANS GUARANTEED: (Amounts may be rounded off to whole dollars)

DATE	FULL NAME AND ADDRESS OF CANDIDATE, OFFICEHOLDER OR COMMITTEE (If candidate or officeholder, in addition to candidate's or officeholder's name and address, provide the office sought or held by the candidate or officeholder. If committee, in addition to committee's name and address, enter the I.D. Number or, if no I.D. Number has been assigned, enter the treasurer's name and address. In addition, if ballot measure committee, enter ballot number or letter and jurisdiction.)	(a) AMOUNT OF LOANS FORGIVEN THIS PERIOD	(b) AMOUNT OF LOANS GUARANTEED THIS PERIOD	CUMULATIVE AMOUNTS TO DATE:
				CALENDAR YEAR: \$
				FISCAL YEAR: \$
				CALENDAR YEAR: \$
				FISCAL YEAR: \$
				CALENDAR YEAR: \$
				FISCAL YEAR: \$
SUBTOTALS (Carry the total of columns (a) and (b) to line 6 of the summary section on page 1.)		\$ (a) 0	\$ (b) 0	

III. LOAN PAYMENTS RECEIVED: (Amounts may be rounded off to whole dollars)

FULL NAME AND ADDRESS OF DEBTOR AND PERSON WHO REPAYED THE LOAN IF DIFFERENT (If the loan was made to a committee, list the committee's name and address and I.D. Number. If no committee I.D. Number has been assigned, list the treasurer's full name and street address.)	AMOUNT REPAYED THIS PERIOD	UNPAID BALANCE

97043801226

SPECIAL GUEST SERVERS:

CAL TEAM '94

**Pete Wilson
Mike Huffington
Dan Lungren
Cathie Wright
Bill Jones
Chuck Quackenbush
Tom McClintock
Matt Fong
Maureen DiMarco**

GUEST SERVERS:

KERN TEAM '94

**Roy Ashburn
Conni Brunni
Trice Harvey
Pauline Larwood
Kevin McDermott
Bob Price
Randy Rowles
Pat Smith
Carl Sparks
Phil Wyman**



**BILL THOMAS
IS
MAKING DINNER**

Bring the whole family!

**Saturday, November 5th
Kern County Fairgrounds
Harvest Hall - Ming Ave., Gate #40
Social Hour - 5-6 p.m. Buffet - 6-8 p.m.**

- Free Parking -

**\$6.00 per person or
\$15.00 per family**

**RSVP: Return coupon below or call
322-2225 or 327-9321**

MENU
TRI-TIP CHICKEN
COWBOY BEANS
GARDEN SALAD
BEVERAGES

**MUSIC
FAMILY ENTERTAINMENT
CLOWNS • MAGICIANS
PONY RIDES**

YES, BILL COUNT US IN!

Reservations for _____ persons at \$6/person
Reservations for _____ families at \$15/family
Payment enclosed _____ Pay at the door.
Sorry, we can't be there that evening,
but are sending \$ _____, and we'll be sure to vote Tuesday, Nov. 8th.
Please use our name in support of Bill's campaign.
We'd like a Thomas yard sign for our home.
We can help by volunteering at campaign headquarters.

Name _____
Address _____
City _____ ZIP _____
Phone _____

Contributions to this committee are not deductible as charitable donations for federal income tax purposes

97043801227

THERE'S A PARTY COOKING
AND YOU'RE ALL INVITED

U.S. POSTAGE
PAID
BILL THOMAS

CONGRESSMAN BILL THOMAS
CAMPAIGN COMMITTEE
P.O. Box 395
Bakersfield, CA 93302



97043801228

PLACE
STAMP
HERE

BILL THOMAS CAMPAIGN COMMITTEE
P.O. Box 395
Bakersfield, CA 93302

Office of the General Council
Federal Election Commission
Washington, D.C. 20463

May 12, 1996

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
MAY 16 12 30 PM '96

RE: MUR 4332
Bill Thomas Campaign Committee

FEC ID # C 00100537

I would request that the following information be added to the above matter, MUR 4332. I believe that these items should also be investigated.

1. FEC forms should be typed: printing in ink is also acceptable as long as the forms are legible. (Page 27 FEC Campaign Guide.) All of the filings to the Federal Election Commission from the "Bill Thomas Campaign Committee" are written in *cursive script* (Longhand) and are illegible.

2. FEC filing period **07/01/94 through 09/30/94**. The following is noted.
Schedule B - Itemized Disbursements - Pages 1 & 2 of 2 for Line Number 17.

Page 1 item A. shows a contribution of \$1,000 on 7/8/94 to Ben Brink for Congress.
Page 2 item A. shows a contribution of \$1,000 on 8/25/94 to Susan Brooks for Congress.
" " item B. shows a contribution of \$1,000 on 8/30/94 to Cy Januieson (?)
" " item E. shows a contribution of \$1,270.50 on 9/20/94 to Kern County Republican Party.
" " item H. shows a contribution of \$1,000 on 9/30/94 to Jay Dicky for Congress.
Page 2 Total This Period (last page this line only) shows a total of \$ 41,697.13 including \$1,100 in contribution refunds.

Schedule C - Loans - Pages 1 & 2 of 2 for Line 9 shows four of these items as loans not contributions.

Detailed Summary Page of Receipts and Disbursements (Page 2, FEC Form 3).

Line 13. Loans (b) All other Loans and (c) Total Loans show -0-.
Line 17 Total Expenditures shows a total of \$ 42,867.68 for this period not the \$ 41,697.13 as shown on Schedule B a difference of \$ 1,170.55 that is unaccountable and includes the \$ 5,270.50 in contributions made.
Line 20. Refunds of Contributions to: (a) individuals shows \$ 1,100.00 for the period.

Questions:

Schedule B. If the \$ 4,000 to candidates were loans, not contributions, why was the \$ 1,270.50 to the Kern County Republican Party not a loan also? What happened to the \$ 1,100 in contribution refunds that is recorded twice on line 17 and line 20 (a) ? Should the Loans and Contribution Refunds be recorded on separate Schedule B's ?
Detailed Summary Page. Why are they so many differences in amounts recorded ?
(See Exhibit 1 enclosed)

97043801229

3. FEC filing period 11/29/94 through 12/31/94. The following is noted.
Schedule A - Itemized Receipts - Page 1 of 1 for line number 15 shows dividends of \$ 3,010.04 from Dean Witter Reynolds.

Schedule A - Itemized Receipts - Page 1 of 1 for line number 15 shows loan repayments of \$ 2,000 which should have been to line 19 Loan Repayments (a).

Schedule B - Itemized Disbursements - Page 1 of 1 for Line Number 17.

Page 1 item D. shows a contribution of \$1,000 on 12/12/94 to Susan Brooks Election Challenge Fund. (Not "Susan Brooks for Congress" as recorded on Schedule C - Loans)

Page 1 Total This Period (last page this line number only) shows a total of \$ 9,705.39.

Schedule C - Loans- 7 pages listing two different loans on each page.

1. Susan Brooks for Congress - two \$1,000 loans -no payments-	outstanding balance \$ 2,000
2. Jay Decky for Congress - Original Loan \$1,000 -payment of \$1,000-	outstanding balance -0-
3. Ken Calvert for Congress - Original Loan \$1,000 -payment -0-	outstanding balance of \$1,000
4. Frank Riggs - Original Loan \$1,000 -payments -0-	outstanding balance of \$1,000
5. Steve Largent - Original Loan \$1,000 -payments -0-	outstanding balance of \$1,000
6. J.D. Hayworth -Original Loan \$1,000 -payments -0-	outstanding balance of \$1,000
7. J.C. Watts for Congress -Original Loan -\$1,000 -payments-0-	outstanding balance of \$1,000
8. Wes Cooley for Congress-Original Loan-\$1,000-payments-\$1,000-	outstanding balance of -0-
9. Jack Metcalf for Congress-Original Loan \$1,000-payments-0-	outstanding balance of \$1,000
10. Bob Ehrlich for Congress-Original Loan \$1,000 -payment-0-	outstanding balance of \$1,000
11. Dave Weldon for Congress-Original Loan-\$1,000-payment-0-	outstanding balance of \$1,000
12. Lindsay Graham -Original Loan \$1,000-payments -0-	outstanding balance of \$1,000
13. Ed Munster for Congress-Original Loan-\$1,000- forgiven \$1,000 -	outstanding balance of -0-
14. Jim Longley for Congress-Original Loan-\$1,000 -payments-0-	outstanding balance of \$1,000
TOTAL This Period (last page in this line only) -----	\$14,000.00

Detailed Summary Page of Receipts and Disbursements (Page 2, FEC Form 3)

Line 13. Loans (b) All Other Loans and (c) Total Loans show -0-

Line 15. Other Receipts shows 1) dividends & 2) loan repayments

Line 17. Operating Expenditures show \$ 9,986.00 Total This Period.

Questions:

Schedule A. Should loan repayments recorded on line 19 Loan Repayments not on Line 15 Other Receipts ?

Schedule B. Is the contribution to Susan Brooks Election Challenge Fund a Loan or a contribution ? If a Loan, is this not a different loan than to the Susan Brooks for Congress and be recorded separately ?

Schedule C. Where is the \$1,000 that the committee forgave to Ed Munster for Congress recorded ? Why does the total of the outstanding balances add up to \$12,000 not the \$ 14,000 that is shown as the total ? What happen to the other \$ 2,000 ?

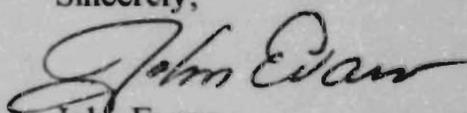
Detailed Summary Page. Why are loan payments not shown on the correct line ? Why is line 17, total for this period, different from the total on schedule B ? What happened to the difference of \$280.61 ? (See Exhibit 2 enclosed)

9704380123C

When a liar lies, it is difficult to remember which lie was told last !
When a manipulator manipulates, it is also difficult to remember your last figures and make them balance !

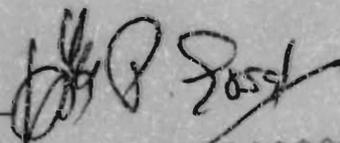
Both of the above reports were done by Mrs Cathy Abernathy, Bill Thomas' Administrative Assistant (The sevens are crossed. 7) This raises the question of when she has the time necessary to do these reports and are the taxpayers paying for this time as she is paid to be Bill Thomas' assistant and not to be his Campaign Committee's Treasurer, which I believe to be unethical, if not illegal.

Sincerely,



John Evans
P O Box 81026
Bakersfield, CA 93380-1026
Phone, Message or Fax # (805) 393-4345

Signed and Sworn to before me,
Notary Public in and for said County and State.



9 7 0 4 3 8 0 1 2 3 1

Exhibit 1

97043801232

July 15 Quarterly Report

election on _____ in the State of _____

October 15 Quarterly Report

Thirtieth day report following the General Election on _____

February 28 Year-End Report

in the State of _____

July 21 Mid-Year Report (Non-election Year Only)

Termination Report

This report contains activity for _____

Primary Election

General Election

Special Election

Runoff Election

SUMMARY

Reporting Period	through	COLUMN A This Period	COLUMN B Calendar Year-to-Date
7/1/94	9/30/94		
Total Contributions (other than loans) (submit Line 6(b) from 6(a))			
		36,301.20	28,200.00
Total Debts and Liabilities (Line 8(a))			
		1,100.00	1,100.00
Net Contributions (other than loans) (subtract Line 8(b) from 6(a))			
		34,401.20	29,454.80
Net Operating Expenditures			
(a) Total Operating Expenditures (from Line 17)			
		42,867.48	177,619.11
(b) Total Official Campaign Expenditures (from Line 14)			
		0.	
(c) Net Operating Expenditures (subtract Line 7(b) from 7(a))			
		42,867.48	177,619.11
Total Expenditures or Credits (reporting period from Line 6))			
		42,867.48	
Total Amount Owed to the Committee			
		4,400.00	
Total Amount Owed by the Committee			
		0.	

For full instructions, contact:
 Federal Election Commission
 1100 L Street, N.W.
 Washington, D.C. 20543
 Toll Free 800-426-9922
 (Area Code 202) 425-3447

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Name of Treasurer

Signature of Treasurer

Date

Willful submission of false information or incomplete information may subject the person signing this Report to the penalties of 18 U.S.C. 3571.

REC FORM 88

97043801234

DETAILED SUMMARY PAGE

COMMITTEES REPORT

FORM C

Name of Committee (in full)

Bill Thomas Campaign Committee

Period covering the Period

From *7/1/94* To *9/30/94*

I. RECEIPTS *2000537*

11. CONTRIBUTIONS (other than loans) FROM:

	COLUMN A Total This Period	COLUMN B Calendar Year-To-Date	
(A) Individuals/Persons Other Than Political Committees			
(i) Itemized (see Schedule A)	2,762.00		11(a)(i)
(ii) Unitemized	4,000.00		11(a)(ii)
(iii) Total of contributions from individuals	6,762.00	124,670.00	11(a)(iii)
(b) Political Party Committees	227.09	227.09	11(b)
(c) Other Political Committees (such as PACs)	28,507.11	164,657.11	11(c)
(d) The Candidate	0	0	11(d)
(e) TOTAL CONTRIBUTIONS (other than loans) (add 11(a)(i), (b), (c) and (d))	35,501.20	291,554.20	11(e)

12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES

13. LOANS:

(a) Made or Guaranteed by the Candidate	0	0	13(a)
(b) All Other Loans	0	0	13(b)
(c) TOTAL LOANS (add 13(a) and (b))	0	0	13(c)

14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)

15. OTHER RECEIPTS (Dividends, Interest, etc.)

16. TOTAL RECEIPTS (add 11(e), 12, 13(c), 14 and 15)

II. DISBURSEMENTS

17. OPERATING EXPENDITURES

18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES

19. LOAN REPAYMENTS:

(a) Of Loans Made or Guaranteed by the Candidate	0	0	19(a)
(b) Of All Other Loans	0	0	19(b)
(c) TOTAL LOAN REPAYMENTS (add 19(a) and (b))	0	0	19(c)

20. REFUNDS OF CONTRIBUTIONS TO:

(a) Individual/Persons Other Than Political Committees	1,100.00	1,100.00	20(a)
(b) Political Party Committees	0	0	20(b)
(c) Other Political Committees (such as PACs)	0	0	20(c)
(d) TOTAL CONTRIBUTION REFUNDS (add 20(a), (b) and (c))	1,100.00	1,100.00	20(d)

21. OTHER DISBURSEMENTS

22. TOTAL DISBURSEMENTS (add 17, 18, 19(c), 20(d) and 21)

III. CASH SUMMARY

23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD	\$ 288,388.92	23
24. TOTAL RECEIPTS THIS PERIOD (from Line 16)	\$ 41,242.38	24
25. SUBTOTAL (add Line 23 and Line 24)	\$ 329,631.30	25
26. TOTAL DISBURSEMENTS THIS PERIOD (from Line 22)	\$ 43,967.68	26
27. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (subtract Line 26 from 25)	\$ 285,663.62	27

97043801235

SCHEDULE A

ITEM RECEIPTS

Use separate schedule for each separate calendar year

Any information copied from such Reports and Statements may not be used or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

Bill Thomas Campaign Committee #00100537

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
<i>Patricia A. Brown 695 Town Center #1460 Costa Mesa, Ca. 92626</i>	<i>General Business Owner</i>	<i>9/10/94</i>	<i>1,000.00</i>
Receipt For: <input type="checkbox"/> Other (specify): <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General	Aggregate Year-to-Date > <i>\$ 1,000.00</i>		
<i>Frank S Lauer P.O. Box 509 Lawrenceville, Ill 62439</i>	<i>Golden Rule Insurance Shoulder</i>	<i>9/15/94</i>	<i>500.00</i>
Receipt For: <input type="checkbox"/> Other (specify): <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General	Aggregate Year-to-Date > <i>\$ 500.00</i>		
<i>Heine J. Lake 1200 Sam & Theater Bakersfield, Ca. 93309</i>	<i>Homeowner</i>	<i>9/4/94</i>	<i>500.00</i>
Receipt For: <input type="checkbox"/> Other (specify): <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General	Aggregate Year-to-Date > <i>\$ 500.00</i>		
<i>Meridene Lamm 1359 W. Seaford Home Portomale, Ca. 93257</i>	<i>Law Land Company Orange Grower</i>	<i>7/11/94</i>	<i>250.00</i>
Receipt For: <input type="checkbox"/> Other (specify): <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General	Aggregate Year-to-Date > <i>\$ 250.00</i>		
<i>Donald H. Clark P.O. Box 33 Trinidad, Ca. 92547</i>	<i>Self Employed Farmer</i>	<i>9/19/94</i>	<i>500.00</i>
Receipt For: <input type="checkbox"/> Other (specify): <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General	Aggregate Year-to-Date > <i>\$ 500.00</i>		
<i>Eugene H. Ross 817 Massey Court Bakersfield, Ca. 93309</i>	<i>Kern Radiology Medical Doctor</i>	<i>8/24/94</i>	<i>1,000.00</i>
Receipt For: <input type="checkbox"/> Other (specify): <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General	Aggregate Year-to-Date > <i>\$ 1,000.00</i>		
<i>Dike Whiteford 4480 W. Dogwood Road Santa Margarita Ca. 93453</i>	<i>Self Employed Business Owner</i>	<i>7/9/94</i>	<i>250.00</i>
Receipt For: <input type="checkbox"/> Other (specify): <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General	Aggregate Year-to-Date > <i>\$ 250.00</i>		

SUBTOTAL of Receipts This Page (optional)

TOTAL This Period (last page this line number only)

4,000.00

97043801236

SCHEDULE A

ITEMIZED RECEIPTS

Use separate sheets for each category of the Detailed Summary page

PAGE

22

FORM LINE NUMBER

11(6)

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (in full)

Bill Thomas Campaign Committee

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
<i>National Republican Congressional Committee 370 First Street SE WDC 20003</i>	<i>National Republican Congressional Committee</i>		
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation <i>Mail Contribution</i>	<i>8/24/09</i>	<i>227.09</i>
Aggregate Year-to-Date > \$ <i>227.09</i>			
B. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$	
C. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$	
D. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$	
E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$	
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$	
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$	

GRAND TOTAL of Receipts This Page (optional)

TOTAL This Period (list page this line number only)

227.09

97043801237

SCHEDULE A

ITEMIZED RECEIPTS

Use separate schedule(s) for each category of the Detailed Summary Page

PAGE 1 OF 1
FOR LINE NUMBER 15

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NAME OF COMMITTEE (in Full)

Bill Thomas Campaign Committee #CO000537

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
<i>San Joaquin Bank P.O. Box 2875 Bakersfield, Ca 93303</i>	<i>Interest Earned</i>		<i>0</i>
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$ <i>276.49</i>	
B. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
<i>Wheat Mitters Truck Company 5601 Fruitland Avenue Bakersfield, Ca 93309</i>	<i>Interest Earned</i>	<i>7/11/94 9/30/94</i>	<i>2,859.69 2,581.49</i>
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$ <i>9515.18</i>	
C. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$	
D. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$	
E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$	
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$	
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$	

GRAND TOTAL of Receipts This Page (optional)

TOTAL This Period (list page this line number only)

5,741.18

97043801238

SCHEDULE B

ITEMIZED DISBURSEMENTS

Use separate schedule for each category of the Detailed Summary Page

PAGE 1 OF 1

FOR LINE NUMBER 17

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NAME OF COMMITTEE (In Full)

Bill Thomas Campaign Committee #00100537

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Ben Brick for Congress P.O. Box 7701 Mudlo Park, Ca 94026	Contribution Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	7/8/94	1,000. --
Western Pacific Records 4100-310 Truxtun Avenue Bakersfield, Ca 93309	Printing, Transportation; Outgoing Correspondence Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	7/15/94	23,800.81
Mastercard P.O. Box 5410 Sioux Falls SD 57117	Travel Catering Meals Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	7/29/94	559.68
American Express Suite 0001 Chicago IL 60679	Airfare Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	7/29/94	572. --
American Airlines Bakersfield, Ca	Airfare Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)		572. -- MEMO
Kern County Fair 1142 South P Street Bakersfield, Ca 93307	Room Rental Deposit Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	8/4/94	200. --
Dr. Eugene Ross 1017 Sussex Circle Bakersfield, Ca 93309	Repayment of Contribution Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	7/1/94	500. --
Dr. Hua Lin 2225 19th Street Bakersfield, Ca 93301	Repayment of Contribution Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	7/1/94	400. --
Dr. Michael Macaluff 2215 G Street Bakersfield, Ca 93301	Repayment of Contribution Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	7/1/94	200. --

SUBTOTAL of Disbursements This Page (optional)

27,103.29

TOTAL This Period (last page this line number only)

97043801239

SCHEDULE B

ITEMIZED DISBURSEMENTS

Use separate schedule for each category in the Detailed Summary Page
 PAGE 19 OF 28
 FOR LINE NUMBER 17

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (in Full)
Bill Thomas Campaign Committee #C00100537

9704380124C

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
<i>Maria Brooks for Congress 3525 Pacific Coast Hwy Irvine, Ca. 92615</i>	<i>Contribution</i> Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	<i>8/25/94</i>	<i>1,000.00</i>
<i>Cy Janicson 578 Sweeney Creek Loop Missoula, MT 59833</i>	<i>Contribution</i> Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	<i>8/30/94</i>	<i>1,000.00</i>
<i>Western Pacific Research 4100-310 Truckee Avenue Bakersfield, Ca. 93309</i>	<i>Travel expenses: auto and airplane (see listing)</i> Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	<i>9/1/94</i>	<i>7,558.11</i>
<i>Valley Local 3000 N. Union Avenue Bakersfield, Ca. 93305</i>	<i>Printing Expense</i> Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	<i>9/10/94</i>	<i>375.37</i>
<i>Kern County Republican Party P.O. Box 1144 Bakersfield, Ca. 93302</i>	<i>Contribution</i> Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	<i>9/20/94</i>	<i>1,270.50</i>
<i>U.S. Postmaster Bakersfield, CA</i>	<i>Postage</i> Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	<i>9/23/94</i>	<i>1,140.00</i>
<i>Mastercard P.O. Box 5952A Denver, CO 80217</i>	<i>Airfare, Lodging, and phone expense</i> Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	<i>9/24/94</i>	<i>1,102.66</i>
<i>Jay Dickey for Congress P.O. Box 5766 Pine Bluff AR 71611</i>	<i>Contribution</i> Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	<i>9/30/94</i>	<i>1,000.00</i>
<i>I. Full Name, Mailing Address and ZIP Code</i>	<i>Purpose of Disbursement</i> Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	<i>Date (month, day, year)</i>	<i>Amount of Each Disbursement This Period</i>

SUBTOTAL of Disbursements This Page (optional) *4,461.64*

TOTAL This Period (last page this line number only)

LOANS

Course of Congress (in Full)		Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
(Bill) <i>Shuman Campaign Committee</i> # <i>00100537</i>				
A. Full Name, Mailing Address and ZIP Code of Loan Source <i>Ben Brink for Congress # C00292912</i> <i>P.O. Box 7901</i> <i>Menlo Park, Ca 94026</i> Election: Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):		\$ <i>1000. -</i>	0	\$ <i>1000. -</i>
Terms: Date Incurred <i>7/8/94</i> Date Due <i>12/31/94</i> Interest Rate <i>0</i> % (apr)		Secured		
List All Endorsers or Guarantors (if any) to Item A				
1. Full Name, Mailing Address and ZIP Code		Name of Employer		
<i>Ben Brink</i>		Occupation		
<i>same as above</i>		Amount Guaranteed Outstanding: \$		
2. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$		
3. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$		
B. Full Name, Mailing Address and ZIP Code of Loan Source		Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
<i>Arcan Brooks for Congress # C00282481</i> <i>3535 Pacific Coast Hwy</i> <i>Imperial, Ca 92525</i> Election: Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):		\$ <i>1000. -</i>	0	\$ <i>1000. -</i>
Terms: Date Incurred <i>8/25/94</i> Date Due <i>12/31/94</i> Interest Rate <i>0</i> % (apr)		Secured		
List All Endorsers or Guarantors (if any) to Item B				
1. Full Name, Mailing Address and ZIP Code		Name of Employer		
<i>Arcan Brooks</i>		Occupation		
<i>same as above</i>		Amount Guaranteed Outstanding: \$		
2. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$		
3. Full Name, Mailing Address and ZIP Code		Name of Employer		
		Occupation		
		Amount Guaranteed Outstanding: \$		
SUBTOTALS This Period This Page (optional)				<i>2,000. -</i>
TOTALS This Period (last page in this line only)				
Carry outstanding balance only to LINE 3, Schedule D, for this line. If on Schedule D, carry forward to appropriate line on Summary.				

97043801241

LOANS

Name of Committee (or Full)			
Bill Thomas Campaign Committee #0010537			
A. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
Cy Jansson 5300 Honey Creek Dr Knox, MT 59893 Election: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	\$1,000. --	0	\$1,000. --
Terms: Date Incurred <u>8/20/94</u> Date Due <u>12/31/94</u> Interest Rate <u>0</u> % (apr) <input type="checkbox"/> Secured			
List All Endorsers or Guarantors (if any) to item A			
1. Full Name, Mailing Address and ZIP Code	Name of Employer		
Cy Jansson Same as above	Occupation Candidate		
Amount Guaranteed Outstanding:	\$		
2. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
Amount Guaranteed Outstanding:	\$		
3. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
Amount Guaranteed Outstanding:	\$		
B. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
Jay Buckley for Congress 400 Park St Dine Club, RR 71611 Election: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	\$1,000. --	0	\$1,000. --
Terms: Date Incurred <u>8/20/94</u> Date Due <u>12/31/94</u> Interest Rate <u>0</u> % (apr) <input type="checkbox"/> Secured			
List All Endorsers or Guarantors (if any) to item B			
1. Full Name, Mailing Address and ZIP Code	Name of Employer		
Jay Buckley Same as above	Occupation Candidate		
Amount Guaranteed Outstanding:	\$		
2. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
Amount Guaranteed Outstanding:	\$		
3. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Occupation		
Amount Guaranteed Outstanding:	\$		
SUBTOTALS This Period (This Page (optional)			2,000. --
TOTALS This Period (last page in this line only)			4,000. --
Carry outstanding balance only to LINE 3, Schedule D, for this line. If no Schedule D, carry forward to appropriate line of Summary.			

97043801242

DEBTS AND OBLIGATIONS

EXPIRING SOON

Description of Debt or Obligation	Outstanding Balance Beginning of This Period	Amount Incurred This Period	Payments Made This Period	Outstanding Balance at End of This Period
<i>James C. ...</i>				
...				
...				
...				
...				
...				
...				
...				
...				
...				

97043801243

James C. Committee

4,000.-

Exhibit 2

97043801244

CA/91

UNIT OF 1991 For All Financials (Summary Page)

REGISTERED MAIL

OFFICE OF THE CLERK U.S. HOUSE OF REPRESENTATIVES

CS0186537 CA/81 121894 F 449
JOHN CUMMINGS
BILL THOMAS CAMPAIGN COMMITTEE
PO BOX 395
BAKERSFIELD CA 93302

002481

2. FEC IDENTIFICATION NUMBER
C 00/00537
3. IS THIS REPORT AN AMENDMENT?
 YES NO

LINE FEC MAILING LABEL TYPE OR PRINT

4. TYPE OF REPORT

- April 15 Quarterly Report
- July 15 Quarterly Report
- October 15 Quarterly Report
- January 31 Year End Report
- July 31 Mid-Year Report (Non-election Year Only)
- Termination Report
- Twelfth day report preceding _____ (Type of Election) election on _____ in the State of _____
- Thirtieth day report following the General Election on _____ in the State of _____

This report contains activity for Primary Election General Election Special Election Runoff Election

SUMMARY

5. Covering Period	COLUMN A This Period	COLUMN B Calendar Year-to-Date
11/29/94 through 12/31/94		
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(e))	12,700.00	454,191.20
(b) Total Contribution Refunds (from Line 20(d))	0	1,850.00
(c) Net Contributions (other than loans) (subtract Line 5(b) from 5(a))	12,700.00	452,341.20
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17)	9,986.00	375,745.04
(b) Total Offsets to Operating Expenditures (from Line 14)	0	0
(c) Net Operating Expenditures (subtract Line 7(b) from 7(a))	9,986.00	355,759.04
8. Cash on Hand at Close of Reporting Period (from Line 27)	269,436.71	
9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D)	14,000.00	
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)	0	

For further information contact: U.S. Election Commission, 901 Street, N.W., Washington, DC 20463, Telephone: 202-453-9500, Local 202-619-3420

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer: JOHN CUMMINGS
Signature of Treasurer: [Signature]
Date: 1-31-95

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. 437g.

Table with 10 empty columns for tracking.

FEC FORM 3 (revised 4/87)

97043801245

of Receipts and Disbursements
(Page 2, FEC FORM 3)

Name of Committee (in full) *Bill Morris Campaign Committee* Report Covering the Period From *11/29/94* To *12/31/94*

I. RECEIPTS *\$200,000.537*

	COLUMN A Total This Period	COLUMN B Calendar Year-To-Date	
11. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees			
(i) Itemized (use Schedule A)	11,462.00		11(a)(i)
(ii) Unitemized	0		11(a)(ii)
(iii) Total of contributions from individuals	11,500.00	17,349.00	11(a)(iii)
(b) Political Party Committees	0	277.09	11(b)
(c) Other Political Committees (such as PACs)	1,800.00	250,307.11	11(c)
(d) The Candidate	0	0	11(d)
(e) TOTAL CONTRIBUTIONS (other than loans) (add 11(a)(iii), (b), (c) and (d))	12,700.00	458,132.90	11(e)
12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES	0	0	12
13. LOANS			
(a) Made or Guaranteed by the Candidate	0	0	13(a)
(b) All Other Loans	0	0	13(b)
(c) TOTAL LOANS (add 13(a) and (b))	0	0	13(c)
14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)	0	0	14
15. OTHER RECEIPTS (Dividends, interest, etc.) <i>Dividends</i> <i>Loan repayments</i>	5,010.04	13,801.67	15
16. TOTAL RECEIPTS (add 11(e), 12, 13(c), 14 and 15)	17,710.04	467,414.87	16
II. DISBURSEMENTS			
17. OPERATING EXPENDITURES	9,986.00	357,545.06	17
18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES	0	0	18
19. LOAN REPAYMENTS			
(a) Of Loans Made or Guaranteed by the Candidate	0	0	19(a)
(b) Of All Other Loans	0	0	19(b)
(c) TOTAL LOAN REPAYMENTS (add 19(a) and (b))	0	0	19(c)
20. REFUNDS OF CONTRIBUTIONS TO:			
(a) individuals/Persons Other Than Political Committees	0	1,950.00	20(a)
(b) Political Party Committees	0	0	20(b)
(c) Other Political Committees (such as PACs)	0	0	20(c)
(d) TOTAL CONTRIBUTION REFUNDS (add 20(a), (b) and (c))	0	1,950.00	20(d)
21. OTHER DISBURSEMENTS	0	0	21
22. TOTAL DISBURSEMENTS (add 17, 18, 19(c), 20(d) and 21)	9,986.00	357,545.06	22

III. CASH SUMMARY

23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD	\$ 261,712.67	23
24. TOTAL RECEIPTS THIS PERIOD (from Line 16)	\$ 17,710.04	24
25. SUBTOTAL (add Line 23 and Line 24)	\$ 277,422.71	25
26. TOTAL DISBURSEMENTS THIS PERIOD (from Line 22)	\$ 9,986.00	26
27. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (subtract Line 26 from 25)	\$ 269,436.71	27

97043801246

Any information copied from such Reports and Statements may not be valid or used by any person for the purpose of soliciting contributions or for campaign purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (in Full)

Bill Howard Campaign Committee #C001000537

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
Helen Yvette Reynolds, & Inc. 5601 Truxton Avenue Parkersville, IA 52329 Receipt For: <input type="checkbox"/> Other (specify): <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General	Revenue Occupation Aggregate Year-to-Date > \$ 150.67	12/31/04	3,010.04
B. Full Name, Mailing Address and ZIP Code Receipt For: <input type="checkbox"/> Other (specify): <input type="checkbox"/> Primary <input type="checkbox"/> General	Name of Employer Occupation Aggregate Year-to-Date > 0	Date (month, day, year)	Amount of Each Receipt this Period
C. Full Name, Mailing Address and ZIP Code Receipt For: <input type="checkbox"/> Other (specify): <input type="checkbox"/> Primary <input type="checkbox"/> General	Name of Employer Occupation Aggregate Year-to-Date > 0	Date (month, day, year)	Amount of Each Receipt this Period
D. Full Name, Mailing Address and ZIP Code Receipt For: <input type="checkbox"/> Other (specify): <input type="checkbox"/> Primary <input type="checkbox"/> General	Name of Employer Occupation Aggregate Year-to-Date > 0	Date (month, day, year)	Amount of Each Receipt this Period
E. Full Name, Mailing Address and ZIP Code Receipt For: <input type="checkbox"/> Other (specify): <input type="checkbox"/> Primary <input type="checkbox"/> General	Name of Employer Occupation Aggregate Year-to-Date > 0	Date (month, day, year)	Amount of Each Receipt this Period
F. Full Name, Mailing Address and ZIP Code Receipt For: <input type="checkbox"/> Other (specify): <input type="checkbox"/> Primary <input type="checkbox"/> General	Name of Employer Occupation Aggregate Year-to-Date > 0	Date (month, day, year)	Amount of Each Receipt this Period
G. Full Name, Mailing Address and ZIP Code Receipt For: <input type="checkbox"/> Other (specify): <input type="checkbox"/> Primary <input type="checkbox"/> General	Name of Employer Occupation Aggregate Year-to-Date > 0	Date (month, day, year)	Amount of Each Receipt this Period

SUBTOTAL of Receipts This Page (optional)

TOTAL This Period (last page this line number only)

3,010.04

97043801247

SCHEDULE A

ITEMIZED RECEIPTS

For each category of the Detailed Summary Page

FOR LINE NUMBER
15

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such certificate.

NAME OF COMMITTEE (in Full)

Bill Thomas Campaign Committee #000100537

A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
<p><i>Wes Cooley for Congress Committee</i> <i>P.O. Box 115</i> <i>Powell Butte, OR 97753</i></p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):</p>	<p><i>loan repayment</i></p> <p>Occupation</p> <p>Aggregate Year-to-Date > \$ <i>1000</i></p>	<p><i>11/20/14</i></p>	<p><i>1000 -</i></p>
<p><i>Ray Dickson Campaign Committee</i> <i>P.O. Box 8766</i> <i>Pine Bluff, AR 71611</i></p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):</p>	<p><i>loan repayment</i></p> <p>Occupation</p> <p>Aggregate Year-to-Date > \$ <i>1000</i></p>	<p><i>12/10/14</i></p>	<p><i>1000 -</i></p>
<p>C. Full Name, Mailing Address and ZIP Code</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Aggregate Year-to-Date > \$</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Receipt This Period</p>
<p>D. Full Name, Mailing Address and ZIP Code</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Aggregate Year-to-Date > \$</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Receipt This Period</p>
<p>E. Full Name, Mailing Address and ZIP Code</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Aggregate Year-to-Date > \$</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Receipt This Period</p>
<p>F. Full Name, Mailing Address and ZIP Code</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Aggregate Year-to-Date > \$</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Receipt This Period</p>
<p>G. Full Name, Mailing Address and ZIP Code</p> <p>Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):</p>	<p>Name of Employer</p> <p>Occupation</p> <p>Aggregate Year-to-Date > \$</p>	<p>Date (month, day, year)</p>	<p>Amount of Each Receipt This Period</p>

SUBTOTAL of Receipts This Page (optional)

TOTAL This Period (last page this line number only)

2,000 -

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SCHEDULE B

ITEMIZED DISBURSEMENTS

Use separate schedule(s) for each category of the Detailed Summary Page

PAGE 111
OF 17
FOR LINE NUMBER 17

Any information copied from such Reports and Statements may not be used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (in Full)

Bill Thomas Campaign Committee #C00100537

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Western Pacific Records 4100 Truxtun Avenue #910 Bakersfield CA 93309	Telephone Expenses Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	11/29/94	4,500.00
Carpool Leasing 2007 Oak Street Bakersfield CA 93301	Car Rental Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	12/12/94	1,363.15
Carriager-Lum 901 W. China Lake Blvd. Redwood CA 92355	Catering Expenses Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify) <i>Travel</i>	12/12/94	1,277.30
Brian Brooke Election Challenge Fund 6424 Via Colonita Rancho Palms Verde CA 90275	Contribution Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	12/12/94	1,000.00
Bakersfield Cellular 4350 Truxtun Avenue #100 Bakersfield CA 93309	Telephone Expense Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	12/14/94	214.94
Linton Video Productions 28352 S. Western Avenue #422 Rancho Palms Verde CA 90275	Video Production Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	12/12/94	550.00
G. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)		

SUBTOTAL of Disbursements This Page (optional)

TOTAL This Period (last page this line number only)

9,705.39

97043801249

Name of Committee (in Full)

Bill Thomas Campaign Committee

A. Full Name, Mailing Address and ZIP Code of Loan Source

*Orien Bilbray for Congress
2445 Monroe Blvd #100
Annapolis, CA 92110*

Original Amount of Loan

\$1,000. -

Cumulative Payment To Date

0

Balance Outstanding at Close of This Period

\$1,000. -

Terms: Date Incurred *10/14/84* Date Due *12/31/85* Interest Rate *0* % (apr) Secured

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code

*Orien Bilbray
#C00289868*

Name of Employer

Occupation

Amount Guaranteed Outstanding
0

2. Full Name, Mailing Address and ZIP Code

Name of Employer

Occupation

Amount Guaranteed Outstanding
0

3. Full Name, Mailing Address and ZIP Code

Name of Employer

Occupation

Amount Guaranteed Outstanding
0

B. Full Name, Mailing Address and ZIP Code of Loan Source

*George Radanovich for Congress
2377 W. Shaw #204
Irvine, CA 92711*

Original Amount of Loan

\$1,000. -

Cumulative Payment To Date

0

Balance Outstanding at Close of This Period

\$1,000. -

Terms: Date Incurred *10/18/84* Date Due *12/31/85* Interest Rate *0* % (apr) Secured

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code

*George Radanovich
#C00266270*

Name of Employer

Occupation

Amount Guaranteed Outstanding
0

2. Full Name, Mailing Address and ZIP Code

Name of Employer

Occupation

Amount Guaranteed Outstanding
0

3. Full Name, Mailing Address and ZIP Code

Name of Employer

Occupation

Amount Guaranteed Outstanding
0

SUBTOTALS This Period This Page (optional)

2,000. -

TOTALS This Period (last page in this line only)

97043801250

LOANS

Name of Committee (in Full) Bill Thomas Campaign Committee

A. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
<u>Susan Brooks for Congress</u> <u>3525 Pacific Coast Hwy</u> <u>Marina del Rey, CA 90505</u> Election: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	<u>\$1000. -</u> <u>\$1000. -</u>	<u>0</u>	<u>\$2,000. -</u>

Terms: Date Incurred 8/25/94 Date Due 12/31/95 Interest Rate 0 % (per) Secured

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding
<u>Susan Brooks</u> <u>#00283481</u>		<u>Candidate</u>	<u>0</u>
2. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding
3. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding

B. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
<u>Jay Dickey for Congress</u> <u>99 Box 8766</u> <u>Pine Bluff, AR 71611</u> Election: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	<u>\$1000. -</u>	<u>\$1000. -</u>	<u>0</u>

Terms: Date Incurred 9/23/94 Date Due 12/31/94 Interest Rate 0 % (per) Secured

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding
<u>Jay Dickey</u>		<u>Candidate</u>	<u>0</u>
2. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding
3. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding

BUSTOTALS This Period This Page (optional) 2,000. -

TOTALS This Period (last page in this form only)

Carry outstanding balance only to LINE 3, Schedule D, for EOs line 12; Schedule B, carry forward to appropriate line of Summary.

97043801251

Name of Committee (in Full) *Bill Thomas Campaign Committee*

A. Full Name, Mailing Address and ZIP Code of Loan Source <i>Ken Calvert for Congress</i> <i>2038 Lowe Street #110</i> <i>Pasadena, CA 92503</i> Election Primary General Other (specify):	Original Amount of Loan <i>\$1000. -</i>	Cumulative Payments To Date <i>0</i>	Balance Outstanding at Close of This Period <i>\$1000. -</i>
--	---	---	---

Terms: Date Incurred *10/21/95* Date Due *12/31/95* Interest Rate *5%* % (apr) Secured

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code <i>Ken Calvert</i>	Name of Employer 	
	Occupation <i>Candidate</i>	
	Amount Guaranteed Outstanding \$	
2. Full Name, Mailing Address and ZIP Code	Name of Employer	
	Occupation	
3. Full Name, Mailing Address and ZIP Code	Name of Employer	

B. Full Name, Mailing Address and ZIP Code of Loan Source <i>Frank Piggie</i> <i>7096 Bell Road</i> <i>Meriden, CT 06450</i> Election Primary General Other (specify):	Original Amount of Loan <i>\$1000. -</i>	Cumulative Payments To Date <i>0</i>	Balance Outstanding at Close of This Period <i>\$1000. -</i>
--	---	---	---

Terms: Date Incurred *10/21/95* Date Due *12/31/95* Interest Rate *5%* % (apr) Secured

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code <i>Frank Piggie</i>	Name of Employer 	
	Occupation <i>Candidate</i>	
	Amount Guaranteed Outstanding \$	
2. Full Name, Mailing Address and ZIP Code	Name of Employer	
	Occupation	
3. Full Name, Mailing Address and ZIP Code	Name of Employer	

SUBTOTALS This Period This Page (optional) *2,000 -*

TOTALS This Period (final page in file file only)

97043801252

LOANS

(Use separate schedule for each number 1-5)

Name of Committee (in Full)

Bill Thomas Campaign Committee

A. Full Name, Mailing Address and ZIP Code of Loan Source <i>Steve Kargent</i> <i>127 E. 4th Street</i> <i>Indian, OH 44103</i> Election: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Original Amount of Loan <i>\$1000. -</i>	Cumulative Payment To Date <i>0</i>	Balance Outstanding at Close of This Period <i>\$1000. -</i>
--	---	--	---

Terms: Date Insured *10/27/94* Date Due *12/31/95* Interest Rate *0* % (apr) Secured

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code <i>Steve Kargent</i>	Name of Employer Occupation <i>Candidate</i> Amount Guaranteed Outstanding <i>0</i>	
2. Full Name, Mailing Address and ZIP Code	Name of Employer Occupation Amount Guaranteed Outstanding <i>0</i>	
3. Full Name, Mailing Address and ZIP Code	Name of Employer Occupation Amount Guaranteed Outstanding <i>0</i>	

B. Full Name, Mailing Address and ZIP Code of Loan Source <i>J. D. Hayworth</i> <i>P.O. Box 9307</i> <i>Meigs, AZ 85214</i> Election: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Original Amount of Loan <i>\$1000. -</i>	Cumulative Payment To Date <i>0</i>	Balance Outstanding at Close of This Period <i>\$1000. -</i>
--	---	--	---

Terms: Date Insured *11/27/94* Date Due *12/31/95* Interest Rate *0* % (apr) Secured

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code <i>J. D. Hayworth</i>	Name of Employer Occupation <i>Candidate</i> Amount Guaranteed Outstanding <i>0</i>	
2. Full Name, Mailing Address and ZIP Code	Name of Employer Occupation Amount Guaranteed Outstanding <i>0</i>	
3. Full Name, Mailing Address and ZIP Code	Name of Employer Occupation Amount Guaranteed Outstanding <i>0</i>	

SUBTOTALS This Period (this page optional)	<i>2000</i>
TOTALS This Period (last page in this line only)	

(Carry outstanding balance only to LINE 8, Schedule B, for this line. If no Schedule B, carry forward to appropriate line of Summary.)

97043801253

Name of Committee (in Full)

Bill Thomas Campaign Committee

A. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
J.C. Wattle for Congress P.O. Box 730361 Tomball, TX 77070 Election: Primary General Other (specify):	\$1,000. -	0	\$1,000. -

Terms: Date Incurred 1/22/94 Date Due 1/21/95 Interest Rate 0 % (apr) Secured 1

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$
J.C. Wattle		Candidate	
2. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$
3. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$

B. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
Wes Cooley for Congress 910 Harriwan Aledo, TX 77701 Election: Primary General Other (specify):	\$1,000. -	\$1,000. -	0

Terms: Date Incurred 1/22/94 Date Due 1/21/95 Interest Rate 0 % (apr) Secured 1

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$
Wes Cooley		Candidate	
2. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$
3. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$

SUBTOTALS This Period This Page (optional) \$1,000. -

TOTALS This Period (last page in this line only)

Carry outstanding balances only to LINE 2, Schedule 2, for 600 Sec. If no Schedule D, carry forward to appropriate line of Summary.

97043801254

LOANS

(Use separate schedules for each numbered line)

Name of Certificate (if any) *Bill Thomas Campaign Committee*

A. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
<i>Jack Metcalfe for Congress 12511 8th Avenue NE Apt #A205 Everett, WA 98204</i>	<i>\$1000 -</i>	<i>0</i>	<i>\$1000 -</i>

Terms: Date Incurred *10/27/94* Date Due *12/31/95* Interest Rate *0* % (apr) Secured

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$
<i>Jack Metcalfe</i>		<i>Candidate</i>	
2. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$
3. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$

B. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
<i>Bob Chertick for Congress 1527 York Road Lathropville, MO 64093</i>	<i>\$1000 -</i>	<i>0</i>	<i>\$1000 -</i>

Terms: Date Incurred *12/21/94* Date Due *12/31/95* Interest Rate *0* % (apr) Secured

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$
<i>Bob Chertick</i>		<i>Candidate</i>	
2. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$
3. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding \$

SUBTOTALS This Period This Page (optional) *2000 -*
TOTALS This Period (last page in this line only)

Carry outstanding balance only to LINE 5, Schedule B, for this line. If no Schedule D, carry forward to appropriate line of Summary.

97043801255

LOANS

(Use separate schedules for each numbered line)

Name of Committee (in F-9) *Bill Thomas Campaign Committee*

A. Full Name, Mailing Address and ZIP Code of Loan Source <i>Howe Welder for Congress 1115 S. Babcock Bellevue, W 98001</i>		Original Amount of Loan <i>\$1,000. -</i>	Cumulative Payment To Date <i>0</i>	Balance Outstanding at Close of This Period <i>\$1,000. -</i>
Election: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Terms: Date Incurred <i>10/27/94</i> Date Due <i>12/31/95</i> Interest Rate <i>0</i> % (apr)	Secured	

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code <i>Howe Weldon</i>	Name of Employer	
	Occupation <i>Candidate</i>	
	Amount Guaranteed Outstanding \$	
2. Full Name, Mailing Address and ZIP Code	Name of Employer	
	Occupation	
	Amount Guaranteed Outstanding \$	
3. Full Name, Mailing Address and ZIP Code	Name of Employer	
	Occupation	
	Amount Guaranteed Outstanding \$	

B. Full Name, Mailing Address and ZIP Code of Loan Source <i>Lindsey Graham 337 Baynes 123 Ableton SC 29678</i>		Original Amount of Loan <i>1,000. -</i>	Cumulative Payment To Date <i>0</i>	Balance Outstanding at Close of This Period <i>\$1,000. -</i>
Election: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Terms: Date Incurred <i>10/27/94</i> Date Due <i>12/31/94</i> Interest Rate <i>0</i> % (apr)	Secured	

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code <i>Lindsey Graham</i>	Name of Employer	
	Occupation <i>Candidate</i>	
	Amount Guaranteed Outstanding \$	
2. Full Name, Mailing Address and ZIP Code	Name of Employer	
	Occupation	
	Amount Guaranteed Outstanding \$	
3. Full Name, Mailing Address and ZIP Code	Name of Employer	
	Occupation	
	Amount Guaranteed Outstanding \$	

SUBTOTALS This Period This Page (optional)	<i>2,000. -</i>
TOTALS This Period (last page in this line only)	

Carry outstanding balance only to LINE 5, Schedule B, for this line. If on Schedule D, carry forward to appropriate line of Summary.

97043801256

LOANS

(Use separate schedules for each numbered line)

Name of Committee (in Full) *Bill Thomas Campaign Committee*

A. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
<i>Ed Munster for Congress 386 Main Street 2nd Floor Middletown, CT 06457</i>	<i>\$1000 -</i>	<i>01/21/94 Inaugural Committee</i>	<i>0</i>

Terms: Date Incurred *10/21/94* Date Due *12/21/95* Interest Rate *0* % (apr) Secured

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding
<i>Ed Munster</i>		<i>Candidate</i>	

B. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
<i>Jim Longley for Congress Box 7770 OTS Portland ME 04112</i>	<i>\$1000 -</i>	<i>0</i>	<i>\$1000 -</i>

Terms: Date Incurred *10/21/94* Date Due *12/21/95* Interest Rate *0* % (apr) Secured

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code	Name of Employer	Occupation	Amount Guaranteed Outstanding
<i>Jim Longley</i>		<i>Candidate</i>	

SUBTOTALS This Period This Page (optional) *1000 -*

TOTALS This Period (last page in this file only) *14,000 -*

Carry outstanding balance only to LINE 8, Schedule D, for 60% limit. If no Schedule D, carry forward to appropriate line of Summary.

97043801257

Name of Committee (In Full) <i>Subsidiary Mission Committee</i>	Outstanding Balance Beginning This Period	Amount Invested This Period	Paid This Period	Outstanding Balance at Close of This Period
A. Full Name, Mailing Address and ZIP Code of Debtor or Creditor				
Nature of Debt (Purpose):				
B. Full Name, Mailing Address and ZIP Code of Debtor or Creditor				
Nature of Debt (Purpose):				
C. Full Name, Mailing Address and ZIP Code of Debtor or Creditor				
Nature of Debt (Purpose):				
D. Full Name, Mailing Address and ZIP Code of Debtor or Creditor				
Nature of Debt (Purpose):				
E. Full Name, Mailing Address and ZIP Code of Debtor or Creditor				
Nature of Debt (Purpose):				
F. Full Name, Mailing Address and ZIP Code of Debtor or Creditor				
Nature of Debt (Purpose):				

97043801258

1) SUBTOTALS This Period This Page (optional)	
2) TOTALS This Period (last page in this line only)	
3) TOTAL OUTSTANDING LOANS from Schedule C (last page only) <i>owed to committee</i>	<i>W, P.M.</i>
4) ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only)	



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

May 24, 1996

John Evans
PO Box 81026
Bakersfield, CA 93380-1026

RE: MUR 4332

Dear Mr. Evans:

This letter acknowledges receipt on May 16, 1996, of the supplement/amendment to the complaint you filed on March 27, 1996. The respondent(s) will be sent copies of the supplement/amendment. You will be notified as soon as the Federal Election Commission takes final action on your complaint.

Sincerely,

Colleen Sealander, Attorney
Central Enforcement Docket

97043801259



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 24, 1996

Jeffrey A. Glaser, Esq.
23945 Calabasas Road, #114
Calabasas, CA 91302

RE: MUR 4332
Walter J. Asher

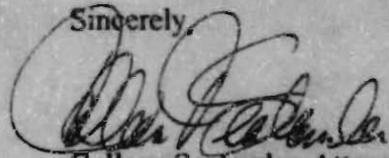
Dear Mr. Glaser:

On April 4, 1996, your client was notified that the Federal Election Commission received a complaint from John Evans alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended. At that time your client was given a copy of the complaint and informed that a response to the complaint should be submitted within 15 days of receipt of the notification.

On May 16, 1996, the Commission received additional information from the complainant pertaining to the allegations in the complaint. Enclosed is a copy of this additional information.

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

Sincerely,


Colleen Sealander, Attorney
Central Enforcement Docket

Enclosure

9704380126C



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 24, 1996

James D. Smith, Treasurer
Citizens for a Better America
PO Box 80065
Bakersfield, CA 93380

RE: MUR 4332

Dear Mr. Smith:

On April 4, 1996, you were notified that the Federal Election Commission received a complaint from John Evans alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended. At that time you were given a copy of the complaint and informed that a response to the complaint should be submitted within 15 days of receipt of the notification.

On May 16, 1996, the Commission received additional information from the complainant pertaining to the allegations in the complaint. Enclosed is a copy of this additional information

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

Sincerely,

Colleen Sealander, Attorney
Central Enforcement Docket

Enclosure

97043801261



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 24, 1996

James D. Smith, Treasurer
California Republican Assembly
Political Action Committee
5500-37 Lennox
Bakersfield, CA 93309

RE: MUR 4332

Dear Mr. Smith:

On April 4, 1996, you were notified that the Federal Election Commission received a complaint from John Evans alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended. At that time you were given a copy of the complaint and informed that a response to the complaint should be submitted within 15 days of receipt of the notification.

On May 16, 1996, the Commission received additional information from the complainant pertaining to the allegations in the complaint. Enclosed is a copy of this additional information.

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

Sincerely,

Colleen Sealander, Attorney
Central Enforcement Docket

Enclosure

97043801262



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 24, 1996

Roy Sekine, Treasurer
Conni Bruni for Supervisor Committee
3601 Rock Crest Court
Bakersfield, CA 93312

RE: MUR 4332

Dear Mr. Sekine:

On April 4, 1996, you were notified that the Federal Election Commission received a complaint from John Evans alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended. At that time you were given a copy of the complaint and informed that a response to the complaint should be submitted within 15 days of receipt of the notification.

On May 16, 1996, the Commission received additional information from the complainant pertaining to the allegations in the complaint. Enclosed is a copy of this additional information

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

Sincerely,

Colleen Sealander, Attorney
Central Enforcement Docket

Enclosure

97043801263



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 24, 1998

Brian Rossling, Treasurer
Citizens for a Better America
PO Box 7484
Van Nuys, CA 91409

RE: MUR 4332

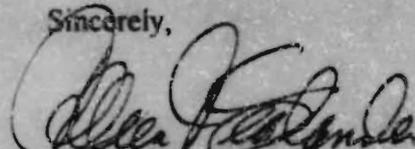
Dear Mr. Rossling:

On April 4, 1996, you were notified that the Federal Election Commission received a complaint from John Evans alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended. At that time you were given a copy of the complaint and informed that a response to the complaint should be submitted within 15 days of receipt of the notification.

On May 16, 1996, the Commission received additional information from the complainant pertaining to the allegations in the complaint. Enclosed is a copy of this additional information

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

Sincerely,


Colleen Sealander, Attorney
Central Enforcement Docket

Enclosure

97043801264



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 24, 1996

Colleen Marley, CPA
Community Construction
531 California Avenue
Bakersfield, CA 93304

RE: MUR 4332

Dear Ms. Marley:

On April 4, 1996, you were notified that the Federal Election Commission received a complaint from John Evans alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended. At that time you were given a copy of the complaint and informed that a response to the complaint should be submitted within 15 days of receipt of the notification.

On May 16, 1996, the Commission received additional information from the complainant pertaining to the allegations in the complaint. Enclosed is a copy of this additional information

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

Sincerely,

Colleen Sealander, Attorney
Central Enforcement Docket

Enclosure

97043801265



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 24, 1996

L. David Brandon, Treasurer
Committee to Elect Trice Harvey
PO Box 2403
Bakersfield, CA 93313

RE: MUR 4332

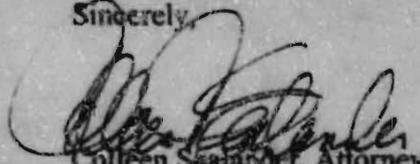
Dear Mr. Brandon:

On April 4, 1996, you were notified that the Federal Election Commission received a complaint from John Evans alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended. At that time you were given a copy of the complaint and informed that a response to the complaint should be submitted within 15 days of receipt of the notification.

On May 16, 1996, the Commission received additional information from the complainant pertaining to the allegations in the complaint. Enclosed is a copy of this additional information.

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

Sincerely,


Colleen Sealander, Attorney
Central Enforcement Docket

Enclosure

97043801266



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 24, 1996

Western Pacific Research, Inc.
4100 Truxtum Avenue, Suite 210
Bakersfield, CA 93309

RE: MUR 4332

Dear Sir or Madam:

On April 4, 1996, you were notified that the Federal Election Commission received a complaint from John Evans alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended. At that time you were given a copy of the complaint and informed that a response to the complaint should be submitted within 15 days of receipt of the notification.

On May 16, 1996, the Commission received additional information from the complainant pertaining to the allegations in the complaint. Enclosed is a copy of this additional information.

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

Sincerely,

Colleen Sealander, Attorney
Central Enforcement Docket

Enclosure

97043801267



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 24, 1996

Jan Witold Baran, Esq.
WILEY, REIN & FIELDING
1776 K Street, NW
Washington, D.C. 20006

RE: MUR 4332

The Honorable William Thomas, Mark Abernathy, Robin Lake Foster, Brian Boyle,
and Kern County Republican Central Committee

Dear Mr. Baran:

On April 4, 1996, your clients were notified that the Federal Election Commission received a complaint from John Evans alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended. At that time your clients were given a copy of the complaint and informed that a response to the complaint should be submitted within 15 days of receipt of the notification.

On May 16, 1996, the Commission received additional information from the complainant pertaining to the allegations in the complaint. Enclosed is a copy of this additional information.

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

Sincerely,

Colleen Seafander, Attorney
Central Enforcement Docket

Enclosure

97043601268



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 24, 1996

Jan Witold Baran, Esq.
WILEY, REIN & FIELDING
1776 K Street, N.W.
Washington, D.C. 20006

RE: MUR 4332
Catherine Abernathy
Bill Thomas Campaign Committee
John Cummings, Treasurer

Dear Mr. Baran:

On April 4, 1996, your clients were notified that the Federal Election Commission received a complaint from John Evans alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended. At that time your clients were given a copy of the complaint and informed that a response to the complaint should be submitted within 15 days of receipt of the notification.

On May 16, 1996, the Commission received additional information from the complainant pertaining to the allegations in the complaint. Enclosed is a copy of this additional information. As this new information is considered an amendment to the original complaint, you are hereby afforded an additional 15 days in which to respond to the allegations.

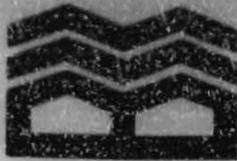
If you have any questions, please contact Alva E. Smith at (202) 219-3400.

Sincerely,

Colleen Sealander, Attorney
Central Enforcement Docket

Enclosure

97043801269



COMMUNITY CONSTRUCTION, INC.

531 California Avenue, Bakersfield, California 93304
(805) 327-7912 FAX (805) 327-3592

LICENSE #334582

May 6, 1996

MAY 20 2 12 PM '96

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

Office of General Counsel
Federal Election Commission
Washington, DC 20463

RE: MUR 4332

Gentlemen,

On May 2, 1996, we received your copy of a complaint filed indicating that Community Construction, Inc. may have violated the Federal Election Campaign Act of 1971. We do not agree that any violation has taken place on our account.

This complaint indicates that on February 10, 1989, the Bill Thomas Campaign Committee paid Community Construction \$50,000. Mr. Thomas' report indicated that this was an In-Kind contribution.

During 1988, Community Construction of Nevada made a personal loan to Mr. Bill Thomas in the amount of \$100,000. Shortly thereafter, Mr. Thomas made a payment of \$5,000, bringing the outstanding balance to \$95,000. In February, 1989, another payment was received on the amount of \$50,000, bringing the outstanding balance to \$45,000.

Community Construction of Nevada was a Nevada Partnership between William A. Wheeler and Community Construction, Inc. Due to differences between the partners, a litigation matter arose between them and was settled in July, 1989. As part of the settlement of this litigation, the partnership was terminated and Mr. Wheeler received all assets and assumed all liabilities of the partnership. The assets included the balance of the note receivable from Mr. Thomas.

Since Community Construction, Inc. terminated its involvement with Community Construction of Nevada, all records were retained by Mr. Wheeler. This would include copies of the original note, cancelled checks, and copies of the deposits made towards repayment of the note. I have no access to these records and therefore, cannot provide them to you. Mr. Wheeler's office is located at 5407 Stockdale Highway, Bakersfield, CA 93309.

9704360127C

I hope that this clarifies the reason for the payment from Mr. Thomas to Community Construction in the amount of \$50,000. Please contact Mr. Wheeler's office for copies of the documents, if needed. Please feel free to call our office should you have any further questions.

Sincerely,

Colleen Marley
Colleen Marley, CPA
Controller

97043801271

COMMITTEE TO ELECT TRICE HARVEY
2025 Westwind Drive, Suite One
Bakersfield, California 93301
805/328-1040

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
Jun 7 12 24 PM '96

June 3, 1996

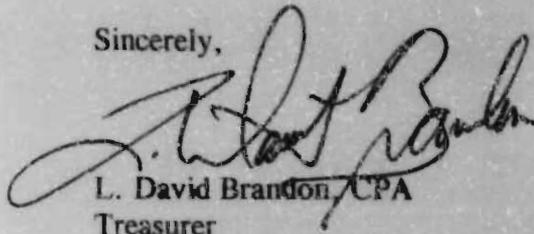
Federal Election Commission
999 E Street NW
Washington, DC. 20463

RE: MUR 4332

Enclosed is a copy of your letter related to the above referenced Matter Under Review. As our Committee has been included in this matter, we will be required to respond with appropriate documentation. Unfortunately, all of our 1986 - 1990 records are in storage. This will necessitate location of all relevant documentation before a response can be prepared.

We would appreciate it greatly if we could be granted an extension of time to prepare our response. We are asking for a 30 day extension until July 15, 1996, to submit our response. We thank you in advance for your assistance in this matter. Should you need anything additional, please feel free to contact me.

Sincerely,



L. David Brandon, CPA
Treasurer

97043801272

WILEY, REIN & FIELDING

JUN 13 10 01 AM '96

1776 K STREET, N.W.
WASHINGTON, D. C. 20006
(202) 429-7000

JAN WITOLD BARAN
(202) 429-7330

June 13, 1996

FACSIMILE
(202) 429-7049

Colleen Sealander, Esq.
Central Enforcement Docket
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR 4332

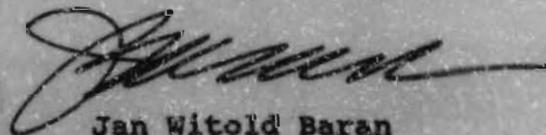
Dear Ms. Sealander:

This office represents the Respondents in the above-captioned matter. This letter will serve as the response of the Bill Thomas Campaign Committee, Catherine Abernathy, and John Cummings to the amended complaint filed by John Evans.¹

Like the allegations in the original Evans complaint, the allegations in the amended complaint are entirely baseless. After a review of the reports referenced in the complaint, we have confirmed that those reports accurately and legibly reflect the Committee's contributions, loans, repayments and refunds during the reporting period. Furthermore, it is impossible to discern from the amended complaint the specific provision of FECA our clients are alleged to have violated. As such, the amended complaint should be dismissed.

If you have any further questions in this matter, please contact me at the above number.

Sincerely yours,



Jan Witold Baran

¹ The Commission has not requested a response to the amended complaint from our other clients in this matter, William M. Thomas, David Mark Abernathy, Robin Lake Foster, Brian Boyle, John Stovall, Randall Rowles, Western Pacific Research, and the Kern County Republican Central Committee.

97043801273

June 12, 1996

Mrs. Colleen Salander
999 E Street, N.W.
Washington DC 20463

JUN 18 9 45 AM '96
RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

RE: MUR 4332

Your office sent our campaign a copy of a complaint from one of the candidates in a congressional contest.

The name of our campaign was mentioned only briefly with no obvious connection to that congressional contest. In reference to the comments about our campaign employee, the Conni Bruni for Supervisor Campaign employed many people in our campaign and all were paid for specific time they performed work for the campaign. Our campaign reports are on file with the Fair Political Practices Commission in Sacramento and with the Kern County Elections Department.

Should you have any SPECIFIC question, feel free to contact me at home 805-665-1588 or work 805-861-2130.

Sincerely,


97043801274

Citizens for a Better America™ (CBA)

Publisher of the "HAVE YOU BEEN LIED TO?" (sm) flyer
ROBERT COLACO, FOUNDER, NATIONAL CHAIRMAN
F.E.C. ID #C00278333

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

JUN 2 2 29 PM '96

NATIONAL HEADQUARTERS
PO BOX 7484
VAN NUYS, CA 91409-7484
PHONE (818)757-1776

HONORARY
NATIONAL
CHAIRMAN

Congressman Bill
Dannemeyer
(1979-1992),
Orange County,
California

NATIONAL
CHAIRMAN
AND FOUNDER
Robert Colaco,
Los Angeles
County, California

5
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CHAPLAIN
Rev. Darrel
Johnson,
California

TREASURER
Brian Rossling,
CPA, California

EXECUTIVE
ADVISORY
COMMITTEE

John Carpenter,
California

David Shemanski,
California

Bob Sliva, Texas
State Chairman,
Texas

Friday June 28, 1996

RE: MUR 4332

This letter sent by Certified Mail

Lois G. Lerner and or Colleen Sealander
Associate General Counsel for Enforcement
FEDERAL ELECTION COMMISSION
999 E STREET NW

WASHINGTON, DC 20463

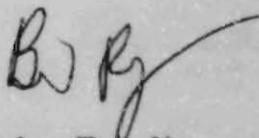
Dear Lois G. Lerner and or Colleen Sealander:

This letter is to confirm that Mr. Robert Colaco, the Assistant Treasurer, has my authority to respond to the complaint MUR 4332.

As far as your letter and packet dated May 24, 1996, there is nothing stated within that packet which refers to Citizens for a Better America.

Please withdraw us from this complaint and confirm in writing the withdrawal of Citizens for a Better America from MUR 4332. Thank you.

Sincerely,



Brian Rossling,

Treasurer



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 10, 1996

Brian Rosling, Treasurer
Citizens for a Better America
PO Box 7647
Van Nuys, CA 91409

RE: MUR 4332

Dear Mr. Rosling:

This is in reference to your letter dated June 28, 1996, requesting that Citizens for a Better America and you, as treasurer, be withdrawn from the complaint.

Under 2 U.S.C. § 437g, the Federal Election Commission is empowered to review a complaint properly filed with it and to take action which it deems appropriate under the Federal Election Campaign Act of 1971, as amended ("the Act"). A request for withdrawal of a complaint will not prevent the Commission from taking appropriate action under the Act. Your request will become part of the public record within 30 days after the entire file is closed.

If you have any further questions about this procedure, please contact Alva E. Smith at (202) 219-3400.

Sincerely,

Colleen T. Sealander, Attorney
Central Enforcement Docket

97043801276

Citizens for a Better America™ (CBA)

FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

Publisher of the "HAVE YOU BEEN LIED TO?" (sm) flyer
ROBERT COLACO, FOUNDER, NATIONAL CHAIRMAN
F.E.C. ID #C00278333

JUL 2 2 29 PM '96

NATIONAL HEADQUARTERS
PO BOX 7484
VAN NUYS, CA 91409-7484
PHONE (818)757-1776

HONORARY
NATIONAL
CHAIRMAN

Congressman Bill
Dannemeyer
(1979-1992),
Orange County,
California

NATIONAL
CHAIRMAN
AND FOUNDER
Robert Colaco,
Los Angeles
County, California

CHAPLAIN
Rev. Darrel
Johnson,
California

TREASURER
Brian Rossling,
CPA, California

EXECUTIVE
ADVISORY
COMMITTEE

John Carpenter,
California

David Shemanski,
California

Bob Sliva, Texas
State Chairman,
Texas

Thursday June 27, 1996

This letter sent by Certified Mail

Gordon Brand, Janet Hess, Stephanie Fitzgerald
FEDERAL ELECTION COMMISSION
999 E STREET NW
WASHINGTON, DC 20463

Dear Gordon Brand, Janet Hess, or Stephanie Fitzgerald:

On February 22, 1996, I called and spoke to Stephanie Fitzgerald about whether Citizens for a Better America (CBA) can sell to Presidential Candidates our flyer called "HAVE YOU BEEN LIED TO?" (sm).

She said that it is ok for them to purchase those flyers as long as it is being purchased for campaign purposes. She said that it is a perfectly legitimate expense. But she suggested that it is best if I get that in writing.

It appears to me that the only way that the Federal Election Commission handles these matters is through an Advisory Opinion. So, to that end I am writing to you to formally ask you for an Advisory Opinion. Are there any current regulations that would forbid or regulate CBA from the sale of our literature to Federal or Non Federal Candidates?

CBA as you well know is a non-connected, independent political committee. CBA only maintains a Federal Account and only accepts Contributions that qualify as "Federal Contributions".

Thank you for your prompt response to this matter.

If you have any questions, please contact Robert Colaco at (818) 757-1776.

Sincerely,

Robert Colaco

Assistant Treasurer, National Chairman and Founder

COMMITTEE TO ELECT TRICE HARVEY
2025 Westwind Drive, Suite One
Bakersfield, California 93301
805/328-1040

RECEIVED
FEDERAL ELECTION
COMMISSION
MAIL ROOM

JUL 9 8 52 AM '97

July 4, 1996

Federal Election Commission
999 E Street NW
Washington, DC 20463

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
JUL 9 9 46 AM '96

RE: MUR 4332

We are in receipt of your correspondence dated April 4, 1996, and May 24, 1996, regarding the above referenced matter. In the material accompanying your correspondence, Mr. Harvey's Committee is referenced in regard to the federal campaign committee for Mr. Thomas. We respond with the following:

a. The loan from Mr. Thomas' committee was for \$25,000. This is reported on the Fair Political Practices Commission (FPPC) report for the subject period during 1986. In addition, Mr. Harvey's committee was audited by the FPPC for 1985 and 1986. No exceptions were noted by the FPPC. Attached is an excerpt from the 1986 report showing the loan at the original amount of \$25,000.

b. Any payments on this loan reported by Mr. Harvey's committee were in fact made. Unfortunately, bank records for 1986 - 1991 are not available. Partly due to the passing of time, but also as American National Bank was acquired by Wells Fargo Bank and records of the predecessor that far back are not kept.

c. When Mr. Harvey's committee made the last payment of \$5,000, Mr. Thomas agreed to forgive the remainder of the note payable to the Thomas committee. Obviously, there is some confusion as to whether that amount was \$9,000 or \$14,000. In either case, the entire amount was forgiven. To document this understanding, Mr. Thomas' committee forwarded to Mr. Harvey's committee a memo to this effect in 1993. We have included a copy of that memo.

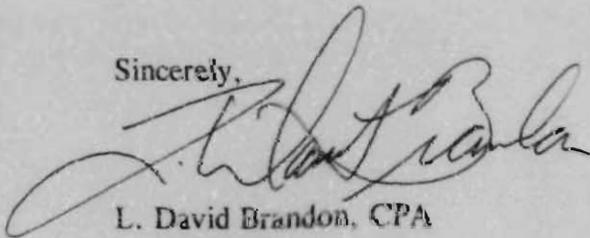
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Federal Election Commission
MUR 4332
July 4, 1996
Page 2

d. In 1992 Mr. Harvey approved a payment of \$5,000 to Mr. Thomas' committee, conditional upon Mr. Harvey's committee inquiring of the FEC as to how this payment should be made so as to not violate any federal laws or regulations. A representative of Mr. Harvey's committee contacted the FEC. We were told that if there were sufficient individual contributions on hand at the time of the repayment that such payment would be in accord with the letter as well as the spirit of the law. However, we must use a consistent inventory method to determine the amount of money in the account contributed by qualifying individuals. We inventoried the account under a LIFO method (last in first out). Under this accounting there were more than enough contributions from qualifying individuals in the account to substantiate the payment. As such, the payment of \$5,000 on March 17, 1992, was considered to made properly.

We hope this provides the information you require. Should you need anything additional, please feel free to contact my office. Under penalties of perjury, I declare that the above information is true, correct and complete to the best of my knowledge and belief.

Sincerely,



L. David Brandon, CPA
Treasurer

97043801279

**SCHEDULE B
LOANS RECEIVED
FORM 420, 430 OR 490**
(Amounts May Be Rounded To Whole Dollars)

STATEMENT COVERS PERIOD
FROM 11/9/86 THROUGH 12/31/86
I.D. NUMBER OF COMMITTEE: 830391

NAME OF CANDIDATE OR COMMITTEE:
COMMITTEE TO ELECT TRICE HARVEY

PART 1: LOANS RECEIVED

DATE RECEIVED	FULL NAME AND ADDRESS OF LENDER AND ANY GUARANTORS OR COSIGNERS (if guarantee, also enter I.D. number of treasurer's name and address)	OCCUPATION	EMPLOYER (if self-employed, enter name of business)	INT. RATE	DUE DATE	AMOUNT OF LOAN	CUMULATIVE TO DATE
11/4	BILL THOMAS CAMPAIGN COMMITTEE PO Box 375 Batesville, CA 93302	ID # 082431		10 1/2%	12/31/88	25,000.00	25,000.
11/4	CALIF REPUBLICAN LEAGUE Newport Beach, CA			11 1/4%	12/31/88	500.00	500.00
SUBTOTAL						25,500.00	

If more space is needed, check box and attach additional Schedules B.

PART 2: LOAN REPAYMENTS MADE, LOANS FORGIVEN OR PAID BY A THIRD PARTY

DATE OF REPAYMENT OR FORGIVENESS	DATE OF ORIGINAL LOAN	FULL NAME OF LENDER	INT. RATE (if CHANGED)	CHECK IF APPLICABLE		AMOUNT REPAYED OR FORGIVEN OR PAID (PRINCIPAL) (DO NOT INCLUDE PAYMENT OF INTEREST)	OUTSTANDING PRINCIPAL	INTEREST PAID
				FORGIVEN*	REPAID BY THIRD PARTY**			
SUBTOTAL								

* IMPORTANT: IF A LOAN IS FORGIVEN OR REPAYED IN WHOLE OR IN PART BY A THIRD PARTY, THE PERSON FORGIVING THE LOAN OR THE THIRD PARTY MAKING THE PAYMENT AND THE AMOUNT PAID MUST BE ITEMIZED ON SCHEDULE A AS A CONTRIBUTION.

If more space is needed, check box and attach additional Schedules B.

** TOTAL ALL INTEREST PAID THIS PERIOD. ALSO ENTER ON LINE 3 OF THE SUMMARY SECTION OF SCHEDULE E. DO NOT CARRY THIS TOTAL TO THE SUMMARY BELOW.

TOTAL INTEREST PAID THIS PERIOD (b)

SUMMARY

1. LOANS OF \$100 OR MORE THIS PERIOD (Part 1).....	\$	
2. LOANS UNDER \$100 THIS PERIOD (Not Itemized)		
3. TOTAL LOANS RECEIVED THIS PERIOD (Line 1 + 2).....		
4. LOANS OF \$100 OR MORE REPAYED, FORGIVEN OR PAID BY A THIRD PARTY THIS PERIOD (Part 2 Column (a))		
5. LOANS UNDER \$100 REPAYED, FORGIVEN OR PAID BY A THIRD PARTY (not previously itemized). (If forgiven or paid by a third party, also enter amount on Line 2 of the summary section of Schedule A)		
6. TOTAL LOANS REPAYED, FORGIVEN OR PAID BY A THIRD PARTY THIS PERIOD (Line 4 + 5)		
7. NET CHANGE THIS PERIOD (Subtract Line 6 from Line 3)		

Enter the difference here and on Line 2, Column B of Summary Page.....

AFTER COMPLETING THE SUMMARY SECTION OF SCHEDULE B, REFER TO THE INSTRUCTIONS ON THE REVERSE SIDE OF PAGE 8, BEFORE COMPLETING PART 3 OF SCHEDULE B.

(May be negative figure)

9704380128C

HOUSE CONGRESSMAN
BILL THOMAS

P.O. Box 395
Bakersfield, CA 93302

George Martin, Chairman
John Cummings, Treasurer

July 14, 1993

TO: COMMITTEE TO ELECT TRICE HARVEY

FR: BILL THOMAS CAMPAIGN COMMITTEE

This is to advise you that the Bill Thomas Campaign Committee has forgiven the remaining balance of the original \$25,000.00 loan to the Committee to Elect Trice Harvey; therefore the loan of November 4, 1986 has been paid in full.

The Bill Thomas Campaign Committee reports on file with the Federal Election Committee reflect this agreement.

97043801281



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 10, 1997

L. David Brandon, Treasurer
Trice Harvey for Congress Committee
PO Box 2084
Bakersfield, CA 93303

RE: MUR 4332

Dear Mr. Brandon:

You requested, on your Year End Termination Report, that the Federal Election Commission permit the Trice Harvey for Congress Committee ("Committee") to terminate pursuant to 2 U.S.C. § 433(d) and Section 102.3 of the Commission's Regulations. Because of the ongoing enforcement matter involving your Committee, this request has been denied. Therefore, you are reminded that the Committee must continue to file all the required reports with the Commission until such time as the enforcement matter has been closed as to the Committee.

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

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

cc: Reports Analysis Division

97043801282

AGENDA DOCUMENT No. X97-16
BEFORE THE FEDERAL ELECTION COMMISSION

FED. ELECTION COMMISSION
MAR 5 11 40 AM '97

In the Matter of)
)
)
)

ENFORCEMENT PRIORITY

SENSITIVE

MAR 11 1997

EXECUTIVE SESSION

GENERAL COUNSEL'S REPORT

I. INTRODUCTION

The cases listed below have been identified as either stale or of low priority based upon evaluation under the Enforcement Priority System (EPS). This report is submitted to recommend that the Commission no longer pursue these cases.

II. CASES RECOMMENDED FOR CLOSURE.

A. Cases Not Warranting Further Action Relative to Other Cases Pending Before the Commission

EPS was created to identify pending cases which, due to the length of their pendency in inactive status or the lower priority of the issues raised in the matters relative to others presently pending before the Commission, do not warrant further expenditure of resources. Central Enforcement Docket (CED) evaluates each incoming matter using Commission-approved criteria which results in a numerical rating of each case.

Closing such cases permits the Commission to focus its limited resources on more important cases presently pending before it. Based upon this review, we have identified 25 cases which do

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not warrant further action relative to other pending matters.¹ Attachment 1 to this report contains summaries of each case, the EPS rating, and the factors leading to assignment of a low priority and recommendation not to further pursue the matter.

B. Stale Cases

Effective enforcement relies upon the timely pursuit of complaints and referrals to ensure compliance with the law. Investigations concerning activity more remote in time usually require a greater commitment of resources, primarily due to the fact that the evidence of such activity becomes more remote and consequently more difficult to develop. Focusing investigative efforts on more recent and more significant activity also has a more positive effect on the electoral process and the regulated community.

¹ These cases are: MUR 4332 (*Bill Thomas Campaign Committee*); MUR 4347 (*Anonymous Respondent*); MUR 4354 (*Brian Steel for Congress*); MUR 4367 (*Philipstown Republicans*); MUR 4371 (*Employment Group*); MUR 4373 (*Cannon for Congress*); MUR 4374 (*Mark Stodola for Congress Primary Committee*); MUR 4375 (*Westchester County Conservative Party*); MUR 4377 (*Braxton for Congress*); MUR 4379 (*Teamsters Local Union No. 135*); MUR 4383 (*Pauken for Congress*); MUR 4384 (*Willie Colon for U.S. Congress*); MUR 4388 (*Bill Witt for Senate and Congress*); MUR 4390 (*Kolbe 96*); MUR 4391 (*Pat Roberts for Congress Committee*); MUR 4393 (*Cecil J. Banks*); MUR 4397 (*AFL-CIO*); MUR 4405 (*Katz for Congress Committee*); MUR 4411 (*First Evangelical Presbyterian Church*); MUR 4414 (*Turielta-Koury for Congress Committee*); MUR 4418 (*Bell Atlantic*); MUR 4421 (*Butler for Mayor*); MUR 4448 (*Friends for Jim Rapp*); Pre-MUR 334 (*Kinnamon for Congress*); and Pre-MUR 335 (*Davis for Congress*).

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We have identified cases which have remained on the Central Enforcement Docket for a sufficient period of time to render them stale

12 are not worthy of further action, and merit closure.⁴

We recommend that the Commission exercise its prosecutorial discretion and direct closure of the cases listed below, effective April 1, 1997. Closing these cases as of this date will permit CED and the Legal Review Team the necessary time to prepare closing letters and case files for the public record.

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⁴ These cases are: MUR 4139 (*Enid 94*); MUR 4150 (*Frank Fasi*); MUR 4257 (*DSCC*); MUR 4258 (*NRSC*); MUR 4260 (*Packwood & Auto Dealers*); MUR 4261 (*NRA Institute for Legis.*); MUR 4262 (*Oregon Republican Party*); MUR 4265 (*NRSC, Sen. Phil Gramm*); MUR 4272 (*Bishop for Congress*); MUR 4279 (*Russ Berrie Co.*); MUR 4284 (*United We Stand America*); and Pre-MUR 322 (*Royal Hawaiian Country Club*).

III. RECOMMENDATIONS.

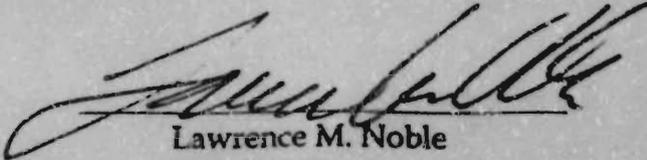
A. Decline to open a MUR, close the file effective April 1, 1997, and approve the appropriate letters in the following matters:

1. Pre-MUR 322
2. Pre-MUR 334
3. Pre-MUR 335.

B. Take no action, close the file effective April 1, 1997, and approve the appropriate letters in the following matters:

- | | | |
|--------------|--------------|--------------|
| 1. MUR 4139 | 13. MUR 4347 | 25. MUR 4390 |
| 2. MUR 4150 | 14. MUR 4354 | 26. MUR 4391 |
| 3. MUR 4257 | 15. MUR 4367 | 27. MUR 4393 |
| 4. MUR 4258 | 16. MUR 4371 | 28. MUR 4397 |
| 5. MUR 4260 | 17. MUR 4373 | 29. MUR 4405 |
| 6. MUR 4261 | 18. MUR 4374 | 30. MUR 4411 |
| 7. MUR 4262 | 19. MUR 4375 | 31. MUR 4414 |
| 8. MUR 4265 | 20. MUR 4377 | 32. MUR 4418 |
| 9. MUR 4272 | 21. MUR 4379 | 33. MUR 4421 |
| 10. MUR 4279 | 22. MUR 4383 | 34. MUR 4448 |
| 11. MUR 4284 | 23. MUR 4384 | |
| 12. MUR 4332 | 24. MUR 4388 | |

3/5/97
Date


Lawrence M. Noble
General Counsel

97043801286

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Enforcement Priority) Agenda Document #X97-16

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on March 11, 1997, do hereby certify that the Commission decided by a vote of 5-0 to take the following actions with respect to the above-captioned matter:

- A. Decline to open a MUR, close the file effective April 1, 1997, and approve the appropriate letters in the following matters:
1. Pre-MUR 322;
 2. Pre-Mur 334;
 3. Pre-MUR 335.
- B. Take no action, close the file effective April 1, 1997, and approve the appropriate letters in the following matters:
- | | |
|--------------|---------------|
| 1. MUR 4139; | 10. MUR 4279; |
| 2. MUR 4150; | 11. MUR 4284; |
| 3. MUR 4257; | 12. MUR 4332; |
| 4. MUR 4258; | 13. MUR 4347; |
| 5. MUR 4260; | 14. MUR 4354; |
| 6. MUR 4261; | 15. MUR 4367; |
| 7. MUR 4262; | 16. MUR 4371; |
| 8. MUR 4265; | 17. MUR 4373; |
| 9. MUR 4272; | 18. MUR 4374; |

(continued)

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Federal Election Commission
Certification: Enforcement Priority
March 11, 1997

Page 2

- | | |
|---------------|---------------|
| 19. MUR 4375; | 27. MUR 4393; |
| 20. MUR 4377; | 28. MUR 4397; |
| 21. MUR 4379; | 29. MUR 4405; |
| 22. MUR 4383; | 30. MUR 4411; |
| 23. MUR 4384; | 31. MUR 4414; |
| 24. MUR 4386; | 32. MUR 4418; |
| 25. MUR 4390; | 33. MUR 4421; |
| 26. MUR 4391; | 34. MUR 4448. |

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

Attest:

3-12-97
Date

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

97043801288



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 1, 1997

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

John Evans
PO Box 81026
Bakersfield, CA 93380-1026

RE: MUR 4332

Dear Mr. Evans:

On March 27, 1996, the Federal Election Commission received your complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act").

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against the respondents. See attached narrative. Accordingly, the Commission closed its file in this matter on April 1, 1997. This matter will become part of the public record within 30 days.

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

Sincerely,


F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

97043801289

MUR 4332

BILL THOMAS CAMPAIGN COMMITTEE

John Evans filed a complaint containing numerous wide-ranging allegations against the Bill Thomas Campaign Committee (the "Committee"). Two months later, he amended his complaint to include three additional specific allegations. The complainant first alleges that the Committee failed to correctly report, a \$25,000 loan to the Committee to Elect Trice Harvey (the "Harvey Committee"), repayments of the loan, and the correct loan balance at the time of the reports. He next alleges that the Committee received a \$5,000 loan repayment that was made with corporate and union funds and not with separate funds. Third, the complainant alleges that the Committee made an illegal contribution in the amount of \$50,000 to Community Construction Company of Bakersfield, California. Fourth, the complainant alleges that the Committee mailed approximately 20,000 solicitations which did not include a clear request for contributor information, an FEC or IRS disclaimer, or a bulk mail permit number. Fifth, the complainant alleges that Robin Lake, while on the federal payroll as a staff assistant for Mr. Bill Thomas, worked full time on the campaign of Conni Brunni, a local candidate. Sixth, the complainant alleges that Mr. Thomas used federal funds to pay for the offices of Western Pacific Research, Inc., a private organization whose offices allegedly serve as the headquarters of the Kern County Republican Party. Seventh, the complainant alleges that Mr. Thomas failed to disclose California Republican Assembly Political Action Committee ("CRAPAC) and Citizens for a Better America ("CBA") as authorized committees, even though he may have control of these committees. Eighth, the complainant alleges that Mr. Thomas did not disclose on federal financial disclosure statements his undivided one-half interest in certain California real estate. Also, in an amended complaint filed with the Commission, Mr. Evans raises additional questions about activity appearing on the Committee's disclosure reports between July 1994 and December 1994. The questions ask whether certain line items on the disclosure reports were recorded accurately or in the right location, whether certain items amounts shown in connection with the Kern County Republican Party and the Susan Brooks Election Challenge Fund are loans, and where the Committee recorded the \$1,000 it allegedly forgave Ed Munster for Congress.

In a response filed by counsel, respondents Bill Thomas, the Bill Thomas Campaign Committee, the 96th Club Campaign Committee, Mr. and Mrs. Abernathy, Robin Lake Foster, and Kern County Republican Party, assert that all reporting of the \$25,000 loaned to the Committee to Elect Trice Harvey, the repayments made in connection with that loan, and running balances were accurate. Respondents also assert that the Committee verified and reported to the FEC that repayments on the loan to the Harvey Committee were not made with corporate or union funds. Respondents advise that the \$50,000 payment made to Community Construction Company represented a repayment of a loan incurred by the Campaign Reform Initiative ("CRI"), a state initiative committee, which constituted an in-kind contribution to CRI and did not violate the FECA because there are no federal limits on contributions by a federal campaign to a state initiative committee.

Respondents further contend that the mailings or solicitations mentioned in the complaint complied with all relevant federal regulations, including those violations mentioned in the complaint which are not within the FEC's jurisdiction. The response identifies Robin Lake Foster as a part-time federal employee of Mr. Thomas in the House of Representatives during the time that she worked on the Conni Brunni campaign, and that she worked on the Brunni

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campaign purely on her own time. Further, Mr. Thomas spends money only for the office space used for his official activities, while Western Pacific maintains its own financial records and pays its own rent separate and apart from Mr. Thomas.

These respondents contend that the complainant is simply wrong in alleging control by Cong. Thomas over CRAPAC or CBA; Mr. Thomas claims to have no connection whatsoever with these committees. Those allegations concerning California real estate are asserted to be completely unfounded because all required disclosures have been made under the Rules of the House of Representatives.

The Harvey Committee responds that any payments it reported in connection with the loan it received from the Bill Thomas Campaign Committee were in fact made. It further asserts that when the Harvey Committee made the last payment of \$5,000, Mr. Thomas agreed to forgive the remainder of the loan. With respect to the 1992 payment of \$5,000 made to the Bill Thomas Campaign Committee, the Harvey Committee asserts that it checked with the FEC to ascertain how to make the payment without violating federal law and complied with the instructions it received from the FEC.

Community Construction's response suggests that the \$50,000 received from the Bill Thomas Campaign Committee was a repayment of a personal loan of \$100,000 made to Mr. Thomas in 1988. It asserts that by 1989, payments on the loan had reduced the outstanding balance to \$45,000. However, because the original Community Construction was a partnership which dissolved and distributed assets and records accordingly, respondent Community Construction, Inc. claims to no longer possess any documents regarding the loan to Mr. Thomas.

The Conni Bruni for Supervisor Campaign responds that it employed many people, all of whom were paid for the time they put into the campaign, and refers the FEC to the reports which the Conni Bruni Campaign filed with the California Fair Political Practices Commission for further information.

Respondent Walter Asher, the owner of the building which houses both Western Pacific Research and Cong. Thomas' district office, denies the allegation that the federal government paid the rent for Western Pacific Research. He asserts that the leases for the two tenancies are separate and the costs of the spaces which they rent are distinct.

CBA denies that it is an authorized committee of Mr. Thomas. No response was received from CRAPAC.

This matter is less significant relative to other matters pending before the Commission.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 1, 1997

James D. Smith, Treasurer
Citizens for a Better America
PO Box 80065
Bakersfield, CA 93380

RE: MUR 4332

Dear Mr. Smith:

On April 4, 1996, the Federal Election Commission notified you of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against Citizens for a Better America and you, as treasurer. See attached narrative. Accordingly, the Commission closed its file in this matter on April 1, 1997.

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

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

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

97043801292

MUR 4332

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Respondents further contend that the mailings or solicitations mentioned in the complaint complied with all relevant federal regulations, including those violations mentioned in the complaint which are not within the FEC's jurisdiction. The response identifies Robin Lake Foster as a part-time federal employee of Mr. Thomas in the House of Representatives during the time that she worked on the Conni Brunni campaign, and that she worked on the Brunni

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campaign purely on her own time. Further, Mr. Thomas spends money only for the office space used for his official activities, while Western Pacific maintains its own financial records and pays its own rent separate and apart from Mr. Thomas.

These respondents contend that the complainant is simply wrong in alleging control by Cong. Thomas over CRAPAC or CBA; Mr. Thomas claims to have no connection whatsoever with these committees. Those allegations concerning California real estate are asserted to be completely unfounded because all required disclosures have been made under the Rules of the House of Representatives.

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CBA denies that it is an authorized committee of Mr. Thomas. No response was received from CRAPAC.

This matter is less significant relative to other matters pending before the Commission.

97043801294



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 1, 1997

James D. Smith, Treasurer
California Republican Assembly PAC
5500-37 Lennox
Bakersfield, CA 93309

RE: MUR 4332

Dear Mr. Smith:

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After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against California Republican Assembly PAC and you, as treasurer. See attached narrative. Accordingly, the Commission closed its file in this matter on April 1, 1997.

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

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

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

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MUR 4332

BILL THOMAS CAMPAIGN COMMITTEE

John Evans filed a complaint containing numerous wide-ranging allegations against the Bill Thomas Campaign Committee (the "Committee"). Two months later, he amended his complaint to include three additional specific allegations. The complainant first alleges that the Committee failed to correctly report, a \$25,000 loan to the Committee to Elect Trice Harvey (the "Harvey Committee"), repayments of the loan, and the correct loan balance at the time of the reports. He next alleges that the Committee received a \$5,000 loan repayment that was made with corporate and union funds and not with separate funds. Third, the complainant alleges that the Committee made an illegal contribution in the amount of \$50,000 to Community Construction Company of Bakersfield, California. Fourth, the complainant alleges that the Committee mailed approximately 20,000 solicitations which did not include a clear request for contributor information, an FEC or IRS disclaimer, or a bulk mail permit number. Fifth, the complainant alleges that Robin Lake, while on the federal payroll as a staff assistant for Mr. Bill Thomas, worked full time on the campaign of Conni Brunni, a local candidate. Sixth, the complainant alleges that Mr. Thomas used federal funds to pay for the offices of Western Pacific Research, Inc., a private organization whose offices allegedly serve as the headquarters of the Kern County Republican Party. Seventh, the complainant alleges that Mr. Thomas failed to disclose California Republican Assembly Political Action Committee ("CRAPAC) and Citizens for a Better America ("CBA") as authorized committees, even though he may have control of these committees. Eighth, the complainant alleges that Mr. Thomas did not disclose on federal financial disclosure statements his undivided one-half interest in certain California real estate. Also, in an amended complaint filed with the Commission, Mr. Evans raises additional questions about activity appearing on the Committee's disclosure reports between July 1994 and December 1994. The questions ask whether certain line items on the disclosure reports were recorded accurately or in the right location, whether certain items amounts shown in connection with the Kern County Republican Party and the Susan Brooks Election Challenge Fund are loans, and where the Committee recorded the \$1,000 it allegedly forgave Ed Munster for Congress.

In a response filed by counsel, respondents (Bill Thomas, the Bill Thomas Campaign Committee, the 96th Club Campaign Committee, Mr. and Mrs. Abernathy, Robin Lake Foster, and Kern County Republican Party, assert that all reporting of the \$25,000 loaned to the Committee to Elect Trice Harvey, the repayments made in connection with that loan, and running balances were accurate. Respondents also assert that the Committee verified and reported to the FEC that repayments on the loan to the Harvey Committee were not made with corporate or union funds. Respondents advise that the \$50,000 payment made to Community Construction Company represented a repayment of a loan incurred by the Campaign Reform Initiative ("CRI"), a state initiative committee, which constituted an in-kind contribution to CRI and did not violate the FECA because there are no federal limits on contributions by a federal campaign to a state initiative committee.

Respondents further contend that the mailings or solicitations mentioned in the complaint complied with all relevant federal regulations, including those violations mentioned in the complaint which are not within the FEC's jurisdiction. The response identifies Robin Lake Foster as a part-time federal employee of Mr. Thomas in the House of Representatives during the time that she worked on the Conni Brunni campaign, and that she worked on the Brunni

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campaign purely on her own time. Further, Mr. Thomas spends money only for the office space used for his official activities, while Western Pacific maintains its own financial records and pays its own rent separate and apart from Mr. Thomas.

These respondents contend that the complainant is simply wrong in alleging control by Cong. Thomas over CRAPAC or CBA; Mr. Thomas claims to have no connection whatsoever with these committees. Those allegations concerning California real estate are asserted to be completely unfounded because all required disclosures have been made under the Rules of the House of Representatives.

The Harvey Committee responds that any payments it reported in connection with the loan it received from the Bill Thomas Campaign Committee were in fact made. It further asserts that when the Harvey Committee made the last payment of \$5,000, Mr. Thomas agreed to forgive the remainder of the loan. With respect to the 1992 payment of \$5,000 made to the Bill Thomas Campaign Committee, the Harvey Committee asserts that it checked with the FEC to ascertain how to make the payment without violating federal law and complied with the instructions it received from the FEC.

Community Construction's response suggests that the \$50,000 received from the Bill Thomas Campaign Committee was a repayment of a personal loan of \$100,000 made to Mr. Thomas in 1988. It asserts that by 1989, payments on the loan had reduced the outstanding balance to \$45,000. However, because the original Community Construction was a partnership which dissolved and distributed assets and records accordingly, respondent Community Construction, Inc. claims to no longer possess any documents regarding the loan to Mr. Thomas.

The Conni Bruni for Supervisor Campaign responds that it employed many people, all of whom were paid for the time they put into the campaign, and refers the FEC to the reports which the Conni Bruni Campaign filed with the California Fair Political Practices Commission for further information.

Respondent Walter Asher, the owner of the building which houses both Western Pacific Research and Cong. Thomas' district office, denies the allegation that the federal government paid the rent for Western Pacific Research. He asserts that the leases for the two tenancies are separate and the costs of the spaces which they rent are distinct.

CBA denies that it is an authorized committee of Mr. Thomas. No response was received from CRAPAC.

This matter is less significant relative to other matters pending before the Commission.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 1, 1997

Western Pacific Research, Inc.
4100 Truxtum Avenue, Suite 210
Bakersfield, CA 93309

RE: MUR 4332

Dear Sir or Madam:

On April 4, 1996, the Federal Election Commission notified you of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against Western Pacific Research, Inc. See attached narrative. Accordingly, the Commission closed its file in this matter on April 1, 1997.

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

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

Sincerely,

F. Andrew Tutley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

97043801298

MUR 4332

BILL THOMAS CAMPAIGN COMMITTEE

John Evans filed a complaint containing numerous wide-ranging allegations against the Bill Thomas Campaign Committee (the "Committee"). Two months later, he amended his complaint to include three additional specific allegations. The complainant first alleges that the Committee failed to correctly report, a \$25,000 loan to the Committee to Elect Trice Harvey (the "Harvey Committee"), repayments of the loan, and the correct loan balance at the time of the reports. He next alleges that the Committee received a \$5,000 loan repayment that was made with corporate and union funds and not with separate funds. Third, the complainant alleges that the Committee made an illegal contribution in the amount of \$50,000 to Community Construction Company of Bakersfield, California. Fourth, the complainant alleges that the Committee mailed approximately 20,000 solicitations which did not include a clear request for contributor information, an FEC or IRS disclaimer, or a bulk mail permit number. Fifth, the complainant alleges that Robin Lake, while on the federal payroll as a staff assistant for Mr. Bill Thomas, worked full time on the campaign of Conni Brunni, a local candidate. Sixth, the complainant alleges that Mr. Thomas used federal funds to pay for the offices of Western Pacific Research, Inc., a private organization whose offices allegedly serve as the headquarters of the Kern County Republican Party. Seventh, the complainant alleges that Mr. Thomas failed to disclose California Republican Assembly Political Action Committee ("CRAPAC) and Citizens for a Better America ("CBA") as authorized committees, even though he may have control of these committees. Eighth, the complainant alleges that Mr. Thomas did not disclose on federal financial disclosure statements his undivided one-half interest in certain California real estate. Also, in an amended complaint filed with the Commission, Mr. Evans raises additional questions about activity appearing on the Committee's disclosure reports between July 1994 and December 1994. The questions ask whether certain line items on the disclosure reports were recorded accurately or in the right location, whether certain items amounts shown in connection with the Kern County Republican Party and the Susan Brooks Election Challenge Fund are loans, and where the Committee recorded the \$1,000 it allegedly forgave Ed Munster for Congress.

In a response filed by counsel, respondents Bill Thomas, the Bill Thomas Campaign Committee, the 96th Club Campaign Committee, Mr. and Mrs. Abernathy, Robin Lake Foster, and Kern County Republican Party, assert that all reporting of the \$25,000 loaned to the Committee to Elect Trice Harvey, the repayments made in connection with that loan, and running balances were accurate. Respondents also assert that the Committee verified and reported to the FEC that repayments on the loan to the Harvey Committee were not made with corporate or union funds. Respondents advise that the \$50,000 payment made to Community Construction Company represented a repayment of a loan incurred by the Campaign Reform Initiative ("CRI"), a state initiative committee, which constituted an in-kind contribution to CRI and did not violate the FECA because there are no federal limits on contributions by a federal campaign to a state initiative committee.

Respondents further contend that the mailings or solicitations mentioned in the complaint complied with all relevant federal regulations, including those violations mentioned in the complaint which are not within the FEC's jurisdiction. The response identifies Robin Lake Foster as a part-time federal employee of Mr. Thomas in the House of Representatives during the time that she worked on the Conni Brunni campaign, and that she worked on the Brunni

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campaign purely on her own time. Further, Mr. Thomas spends money only for the office space used for his official activities, while Western Pacific maintains its own financial records and pays its own rent separate and apart from Mr. Thomas.

These respondents contend that the complainant is simply wrong in alleging control by Cong. Thomas over CRAPAC or CBA; Mr. Thomas claims to have no connection whatsoever with these committees. Those allegations concerning California real estate are asserted to be completely unfounded because all required disclosures have been made under the Rules of the House of Representatives.

The Harvey Committee responds that any payments it reported in connection with the loan it received from the Bill Thomas Campaign Committee were in fact made. It further asserts that when the Harvey Committee made the last payment of \$5,000, Mr. Thomas agreed to forgive the remainder of the loan. With respect to the 1992 payment of \$5,000 made to the Bill Thomas Campaign Committee, the Harvey Committee asserts that it checked with the FEC to ascertain how to make the payment without violating federal law and complied with the instructions it received from the FEC.

Community Construction's response suggests that the \$50,000 received from the Bill Thomas Campaign Committee was a repayment of a personal loan of \$100,000 made to Mr. Thomas in 1988. It asserts that by 1989, payments on the loan had reduced the outstanding balance to \$45,000. However, because the original Community Construction was a partnership which dissolved and distributed assets and records accordingly, respondent Community Construction, Inc. claims to no longer possess any documents regarding the loan to Mr. Thomas.

The Conni Bruni for Supervisor Campaign responds that it employed many people, all of whom were paid for the time they put into the campaign, and refers the FEC to the reports which the Conni Bruni Campaign filed with the California Fair Political Practices Commission for further information.

Respondent Walter Asher, the owner of the building which houses both Western Pacific Research and Cong. Thomas' district office, denies the allegation that the federal government paid the rent for Western Pacific Research. He asserts that the leases for the two tenancies are separate and the costs of the spaces which they rent are distinct.

CBA denies that it is an authorized committee of Mr. Thomas. No response was received from CRAPAC.

This matter is less significant relative to other matters pending before the Commission.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 1, 1997

L. David Brandon, Treasurer
Committee to Elect Trice Harvey
PO Box 2403
Bakersfield, CA 93313

RE: MUR 4332

Dear Mr. Brandon:

On April 4, 1996, the Federal Election Commission notified you of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against the Committee to Elect Trice Harvey and you, as treasurer. See attached narrative. Accordingly, the Commission closed its file in this matter on April 1, 1997.

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

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

Sincerely,


F. Andrew Tarley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

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MUR 4332

BILL THOMAS CAMPAIGN COMMITTEE

John Evans filed a complaint containing numerous wide-ranging allegations against the Bill Thomas Campaign Committee (the "Committee"). Two months later, he amended his complaint to include three additional specific allegations. The complainant first alleges that the Committee failed to correctly report, a \$25,000 loan to the Committee to Elect Trice Harvey (the "Harvey Committee"), repayments of the loan, and the correct loan balance at the time of the reports. He next alleges that the Committee received a \$5,000 loan repayment that was made with corporate and union funds and not with separate funds. Third, the complainant alleges that the Committee made an illegal contribution in the amount of \$50,000 to Community Construction Company of Bakersfield, California. Fourth, the complainant alleges that the Committee mailed approximately 20,000 solicitations which did not include a clear request for contributor information, an FEC or IRS disclaimer, or a bulk mail permit number. Fifth, the complainant alleges that Robin Lake, while on the federal payroll as a staff assistant for Mr. Bill Thomas, worked full time on the campaign of Conni Bruni, a local candidate. Sixth, the complainant alleges that Mr. Thomas used federal funds to pay for the offices of Western Pacific Research, Inc., a private organization whose offices allegedly serve as the headquarters of the Kern County Republican Party. Seventh, the complainant alleges that Mr. Thomas failed to disclose California Republican Assembly Political Action Committee ("CRAPAC) and Citizens for a Better America ("CBA") as authorized committees, even though he may have control of these committees. Eighth, the complainant alleges that Mr. Thomas did not disclose on federal financial disclosure statements his undivided one-half interest in certain California real estate. Also, in an amended complaint filed with the Commission, Mr. Evans raises additional questions about activity appearing on the Committee's disclosure reports between July 1994 and December 1994. The questions ask whether certain line items on the disclosure reports were recorded accurately or in the right location, whether certain items amounts shown in connection with the Kern County Republican Party and the Susan Brooks Election Challenge Fund are loans, and where the Committee recorded the \$1,000 it allegedly forgave Ed Munster for Congress.

In a response filed by counsel, respondents Bill Thomas, the Bill Thomas Campaign Committee, the 96th Club Campaign Committee, Mr. and Mrs. Abernathy, Robin Lake Foster, and Kern County Republican Party, assert that all reporting of the \$25,000 loaned to the Committee to Elect Trice Harvey, the repayments made in connection with that loan, and running balances were accurate. Respondents also assert that the Committee verified and reported to the FEC that repayments on the loan to the Harvey Committee were not made with corporate or union funds. Respondents advise that the \$50,000 payment made to Community Construction Company represented a repayment of a loan incurred by the Campaign Reform Initiative ("CRI"), a state initiative committee, which constituted an in-kind contribution to CRI and did not violate the FECA because there are no federal limits on contributions by a federal campaign to a state initiative committee.

Respondents further contend that the mailings or solicitations mentioned in the complaint complied with all relevant federal regulations, including those violations mentioned in the complaint which are not within the FEC's jurisdiction. The response identifies Robin Lake Foster as a part-time federal employee of Mr. Thomas in the House of Representatives during the time that she worked on the Conni Bruni campaign, and that she worked on the Bruni

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campaign purely on her own time. Further, Mr. Thomas spends money only for the office space used for his official activities, while Western Pacific maintains its own financial records and pays its own rent separate and apart from Mr. Thomas.

These respondents contend that the complainant is simply wrong in alleging control by Cong. Thomas over CRAPAC or CBA; Mr. Thomas claims to have no connection whatsoever with these committees. Those allegations concerning California real estate are asserted to be completely unfounded because all required disclosures have been made under the Rules of the House of Representatives.

The Harvey Committee responds that any payments it reported in connection with the loan it received from the Bill Thomas Campaign Committee were in fact made. It further asserts that when the Harvey Committee made the last payment of \$5,000, Mr. Thomas agreed to forgive the remainder of the loan. With respect to the 1992 payment of \$5,000 made to the Bill Thomas Campaign Committee, the Harvey Committee asserts that it checked with the FEC to ascertain how to make the payment without violating federal law and complied with the instructions it received from the FEC.

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The Conni Bruni for Supervisor Campaign responds that it employed many people, all of whom were paid for the time they put into the campaign, and refers the FEC to the reports which the Conni Bruni Campaign filed with the California Fair Political Practices Commission for further information.

Respondent Walter Asher, the owner of the building which houses both Western Pacific Research and Cong. Thomas' district office, denies the allegation that the federal government paid the rent for Western Pacific Research. He asserts that the leases for the two tenancies are separate and the costs of the spaces which they rent are distinct.

CBA denies that it is an authorized committee of Mr. Thomas. No response was received from CRAPAC.

This matter is less significant relative to other matters pending before the Commission.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 1, 1997

Brian Rossling, Treasurer
Citizens for a Better America
PO Box 7484
Van Nuys, CA 91409

RE: MUR 4332

Dear Mr. Rossling:

On April 4, 1996, the Federal Election Commission notified you of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against Citizens for a Better America and you, as treasurer. See attached narrative. Accordingly, the Commission closed its file in this matter on April 1, 1997.

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

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

Sincerely,

F. Andrew Tarley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

97043801304

MUR 4332

BILL THOMAS CAMPAIGN COMMITTEE

John Evans filed a complaint containing numerous wide-ranging allegations against the Bill Thomas Campaign Committee (the "Committee"). Two months later, he amended his complaint to include three additional specific allegations. The complainant first alleges that the Committee failed to correctly report, a \$25,000 loan to the Committee to Elect Trice Harvey (the "Harvey Committee"), repayments of the loan, and the correct loan balance at the time of the reports. He next alleges that the Committee received a \$5,000 loan repayment that was made with corporate and union funds and not with separate funds. Third, the complainant alleges that the Committee made an illegal contribution in the amount of \$50,000 to Community Construction Company of Bakersfield, California. Fourth, the complainant alleges that the Committee mailed approximately 20,000 solicitations which did not include a clear request for contributor information, an FEC or IRS disclaimer, or a bulk mail permit number. Fifth, the complainant alleges that Robin Lake, while on the federal payroll as a staff assistant for Mr. Bill Thomas, worked full time on the campaign of Conni Bruni, a local candidate. Sixth, the complainant alleges that Mr. Thomas used federal funds to pay for the offices of Western Pacific Research, Inc., a private organization whose offices allegedly serve as the headquarters of the Kern County Republican Party. Seventh, the complainant alleges that Mr. Thomas failed to disclose California Republican Assembly Political Action Committee ("CRAPAC) and Citizens for a Better America ("CBA") as authorized committees, even though he may have control of these committees. Eighth, the complainant alleges that Mr. Thomas did not disclose on federal financial disclosure statements his undivided one-half interest in certain California real estate. Also, in an amended complaint filed with the Commission, Mr. Evans raises additional questions about activity appearing on the Committee's disclosure reports between July 1994 and December 1994. The questions ask whether certain line items on the disclosure reports were recorded accurately or in the right location, whether certain items amounts shown in connection with the Kern County Republican Party and the Susan Brooks Election Challenge Fund are loans, and where the Committee recorded the \$1,000 it allegedly forgave Ed Munster for Congress.

In a response filed by counsel, respondents Bill Thomas, the Bill Thomas Campaign Committee, the 96th Club Campaign Committee, Mr. and Mrs. Abernathy, Robin Lake Foster, and Kern County Republican Party, assert that all reporting of the \$25,000 loaned to the Committee to Elect Trice Harvey, the repayments made in connection with that loan, and running balances were accurate. Respondents also assert that the Committee verified and reported to the FEC that repayments on the loan to the Harvey Committee were not made with corporate or union funds. Respondents advise that the \$50,000 payment made to Community Construction Company represented a repayment of a loan incurred by the Campaign Reform Initiative ("CRI"), a state initiative committee, which constituted an in-kind contribution to CRI and did not violate the FECA because there are no federal limits on contributions by a federal campaign to a state initiative committee.

Respondents further contend that the mailings or solicitations mentioned in the complaint complied with all relevant federal regulations, including those violations mentioned in the complaint which are not within the FEC's jurisdiction. The response identifies Robin Lake Foster as a part-time federal employee of Mr. Thomas in the House of Representatives during the time that she worked on the Conni Bruni campaign, and that she worked on the Bruni

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campaign purely on her own time. Further, Mr. Thomas spends money only for the office space used for his official activities, while Western Pacific maintains its own financial records and pays its own rent separate and apart from Mr. Thomas.

These respondents contend that the complainant is simply wrong in alleging control by Cong. Thomas over CRAPAC or CBA; Mr. Thomas claims to have no connection whatsoever with these committees. Those allegations concerning California real estate are asserted to be completely unfounded because all required disclosures have been made under the Rules of the House of Representatives.

The Harvey Committee responds that any payments it reported in connection with the loan it received from the Bill Thomas Campaign Committee were in fact made. It further asserts that when the Harvey Committee made the last payment of \$5,000, Mr. Thomas agreed to forgive the remainder of the loan. With respect to the 1992 payment of \$5,000 made to the Bill Thomas Campaign Committee, the Harvey Committee asserts that it checked with the FEC to ascertain how to make the payment without violating federal law and complied with the instructions it received from the FEC.

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The Conni Bruni for Supervisor Campaign responds that it employed many people, all of whom were paid for the time they put into the campaign, and refers the FEC to the reports which the Conni Bruni Campaign filed with the California Fair Political Practices Commission for further information.

Respondent Walter Asher, the owner of the building which houses both Western Pacific Research and Cong. Thomas' district office, denies the allegation that the federal government paid the rent for Western Pacific Research. He asserts that the leases for the two tenancies are separate and the costs of the spaces which they rent are distinct.

CBA denies that it is an authorized committee of Mr. Thomas. No response was received from CRAPAC.

This matter is less significant relative to other matters pending before the Commission.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 1, 1997

Colleen Marley, CPA
Community Construction
531 California Avenue
Bakersfield, CA 93304

RE: MUR 4332

Dear Ms. Marley:

On April 4, 1996, the Federal Election Commission notified Community Construction of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against Community Construction. See attached narrative. Accordingly, the Commission closed its file in this matter on April 1, 1997.

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

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

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

97043801307

MUR 4332

BILL THOMAS CAMPAIGN COMMITTEE

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campaign purely on her own time. Further, Mr. Thomas spends money only for the office space used for his official activities, while Western Pacific maintains its own financial records and pays its own rent separate and apart from Mr. Thomas.

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The Conni Bruni for Supervisor Campaign responds that it employed many people, all of whom were paid for the time they put into the campaign, and refers the FEC to the reports which the Conni Bruni Campaign filed with the California Fair Political Practices Commission for further information.

Respondent Walter Asher, the owner of the building which houses both Western Pacific Research and Cong. Thomas' district office, denies the allegation that the federal government paid the rent for Western Pacific Research. He asserts that the leases for the two tenancies are separate and the costs of the spaces which they rent are distinct.

CBA denies that it is an authorized committee of Mr. Thomas. No response was received from CRAPAC.

This matter is less significant relative to other matters pending before the Commission.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 1, 1997

Roy Sekine, Treasurer
Conni Bruni for Supervisor Committee
3601 Rock Crest Court
Bakersfield, CA 93312

RE: MUR 4332

Dear Mr. Sekine:

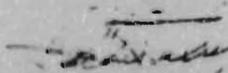
On April 4, 1996, the Federal Election Commission notified you of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against the Conni Bruni for Supervisor Committee and you, as treasurer. See attached narrative. Accordingly, the Commission closed its file in this matter on April 1, 1997.

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

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

Sincerely,


F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

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MUR 4332

BILL THOMAS CAMPAIGN COMMITTEE

John Evans filed a complaint containing numerous wide-ranging allegations against the Bill Thomas Campaign Committee (the "Committee"). Two months later, he amended his complaint to include three additional specific allegations. The complainant first alleges that the Committee failed to correctly report, a \$25,000 loan to the Committee to Elect Trice Harvey (the "Harvey Committee"), repayments of the loan, and the correct loan balance at the time of the reports. He next alleges that the Committee received a \$5,000 loan repayment that was made with corporate and union funds and not with separate funds. Third, the complainant alleges that the Committee made an illegal contribution in the amount of \$50,000 to Community Construction Company of Bakersfield, California. Fourth, the complainant alleges that the Committee mailed approximately 20,000 solicitations which did not include a clear request for contributor information, an FEC or IRS disclaimer, or a bulk mail permit number. Fifth, the complainant alleges that Robin Lake, while on the federal payroll as a staff assistant for Mr. Bill Thomas, worked full time on the campaign of Conni Bruni, a local candidate. Sixth, the complainant alleges that Mr. Thomas used federal funds to pay for the offices of Western Pacific Research, Inc., a private organization whose offices allegedly serve as the headquarters of the Kern County Republican Party. Seventh, the complainant alleges that Mr. Thomas failed to disclose California Republican Assembly Political Action Committee ("CRAPAC) and Citizens for a Better America ("CBA") as authorized committees, even though he may have control of these committees. Eighth, the complainant alleges that Mr. Thomas did not disclose on federal financial disclosure statements his undivided one-half interest in certain California real estate. Also, in an amended complaint filed with the Commission, Mr. Evans raises additional questions about activity appearing on the Committee's disclosure reports between July 1994 and December 1994. The questions ask whether certain line items on the disclosure reports were recorded accurately or in the right location, whether certain items amounts shown in connection with the Kern County Republican Party and the Susan Brooks Election Challenge Fund are loans, and where the Committee recorded the \$1,000 it allegedly forgave Ed Munster for Congress.

In a response filed by counsel, respondents Bill Thomas, the Bill Thomas Campaign Committee, the 96th Club Campaign Committee, Mr. and Mrs. Abernathy, Robin Lake Foster, and Kern County Republican Party, assert that all reporting of the \$25,000 loaned to the Committee to Elect Trice Harvey, the repayments made in connection with that loan, and running balances were accurate. Respondents also assert that the Committee verified and reported to the FEC that repayments on the loan to the Harvey Committee were not made with corporate or union funds. Respondents advise that the \$50,000 payment made to Community Construction Company represented a repayment of a loan incurred by the Campaign Reform Initiative ("CRI"), a state initiative committee, which constituted an in-kind contribution to CRI and did not violate the FECA because there are no federal limits on contributions by a federal campaign to a state initiative committee.

Respondents further contend that the mailings or solicitations mentioned in the complaint complied with all relevant federal regulations, including those violations mentioned in the complaint which are not within the FEC's jurisdiction. The response identifies Robin Lake Foster as a part-time federal employee of Mr. Thomas in the House of Representatives during the time that she worked on the Conni Bruni campaign, and that she worked on the Bruni

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campaign purely on her own time. Further, Mr. Thomas spends money only for the office space used for his official activities, while Western Pacific maintains its own financial records and pays its own rent separate and apart from Mr. Thomas.

These respondents contend that the complainant is simply wrong in alleging control by Cong. Thomas over CRAPAC or CBA; Mr. Thomas claims to have no connection whatsoever with these committees. Those allegations concerning California real estate are asserted to be completely unfounded because all required disclosures have been made under the Rules of the House of Representatives.

The Harvey Committee responds that any payments it reported in connection with the loan it received from the Bill Thomas Campaign Committee were in fact made. It further asserts that when the Harvey Committee made the last payment of \$5,000, Mr. Thomas agreed to forgive the remainder of the loan. With respect to the 1992 payment of \$5,000 made to the Bill Thomas Campaign Committee, the Harvey Committee asserts that it checked with the FEC to ascertain how to make the payment without violating federal law and complied with the instructions it received from the FEC.

Community Construction's response suggests that the \$50,000 received from the Bill Thomas Campaign Committee was a repayment of a personal loan of \$100,000 made to Mr. Thomas in 1988. It asserts that by 1989, payments on the loan had reduced the outstanding balance to \$45,000. However, because the original Community Construction was a partnership which dissolved and distributed assets and records accordingly, respondent Community Construction, Inc. claims to no longer possess any documents regarding the loan to Mr. Thomas.

The Conni Bruni for Supervisor Campaign responds that it employed many people, all of whom were paid for the time they put into the campaign, and refers the FEC to the reports which the Conni Bruni Campaign filed with the California Fair Political Practices Commission for further information.

Respondent Walter Asher, the owner of the building which houses both Western Pacific Research and Cong. Thomas' district office, denies the allegation that the federal government paid the rent for Western Pacific Research. He asserts that the leases for the two tenancies are separate and the costs of the spaces which they rent are distinct.

CBA denies that it is an authorized committee of Mr. Thomas. No response was received from CRAPAC.

This matter is less significant relative to other matters pending before the Commission.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 1, 1997

Jeffery A. Glaser, Esquire
23945 Calabasas Road, #114
Calabasas, CA 91302

RE: MUR 4332
Walter J. Asher

Dear Mr. Glaser:

On April 4, 1996, the Federal Election Commission notified your client, Walter Asher, of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against your client. See attached narrative. Accordingly, the Commission closed its file in this matter on April 1, 1997.

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

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

Sincerely,


F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

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MUR 4332

BILL THOMAS CAMPAIGN COMMITTEE

John Evans filed a complaint containing numerous wide-ranging allegations against the Bill Thomas Campaign Committee (the "Committee"). Two months later, he amended his complaint to include three additional specific allegations. The complainant first alleges that the Committee failed to correctly report a \$25,000 loan to the Committee to Elect Trice Harvey (the "Harvey Committee"), repayments of the loan, and the correct loan balance at the time of the reports. He next alleges that the Committee received a \$5,000 loan repayment that was made with corporate and union funds and not with separate funds. Third, the complainant alleges that the Committee made an illegal contribution in the amount of \$50,000 to Community Construction Company of Bakersfield, California. Fourth, the complainant alleges that the Committee mailed approximately 20,000 solicitations which did not include a clear request for contributor information, an FEC or IRS disclaimer, or a bulk mail permit number. Fifth, the complainant alleges that Robin Lake, while on the federal payroll as a staff assistant for Mr. Bill Thomas, worked full time on the campaign of Conni Bruni, a local candidate. Sixth, the complainant alleges that Mr. Thomas used federal funds to pay for the offices of Western Pacific Research, Inc., a private organization whose offices allegedly serve as the headquarters of the Kern County Republican Party. Seventh, the complainant alleges that Mr. Thomas failed to disclose California Republican Assembly Political Action Committee ("CRAPAC) and Citizens for a Better America ("CBA") as authorized committees, even though he may have control of these committees. Eighth, the complainant alleges that Mr. Thomas did not disclose on federal financial disclosure statements his undivided one-half interest in certain California real estate. Also, in an amended complaint filed with the Commission, Mr. Evans raises additional questions about activity appearing on the Committee's disclosure reports between July 1994 and December 1994. The questions ask whether certain line items on the disclosure reports were recorded accurately or in the right location, whether certain items amounts shown in connection with the Kern County Republican Party and the Susan Brooks Election Challenge Fund are loans, and where the Committee recorded the \$1,000 it allegedly forgave Ed Munster for Congress.

In a response filed by counsel, respondents Bill Thomas, the Bill Thomas Campaign Committee, the 96th Club Campaign Committee, Mr. and Mrs. Abernathy, Robin Lake Foster, and Kern County Republican Party, assert that all reporting of the \$25,000 loaned to the Committee to Elect Trice Harvey, the repayments made in connection with that loan, and running balances were accurate. Respondents also assert that the Committee verified and reported to the FEC that repayments on the loan to the Harvey Committee were not made with corporate or union funds. Respondents advise that the \$50,000 payment made to Community Construction Company represented a repayment of a loan incurred by the Campaign Reform Initiative ("CRI"), a state initiative committee, which constituted an in-kind contribution to CRI and did not violate the FECA because there are no federal limits on contributions by a federal campaign to a state initiative committee.

Respondents further contend that the mailings or solicitations mentioned in the complaint complied with all relevant federal regulations, including those violations mentioned in the complaint which are not within the FEC's jurisdiction. The response identifies Robin Lake Foster as a part-time federal employee of Mr. Thomas in the House of Representatives during the time that she worked on the Conni Bruni campaign, and that she worked on the Bruni

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campaign purely on her own time. Further, Mr. Thomas spends money only for the office space used for his official activities, while Western Pacific maintains its own financial records and pays its own rent separate and apart from Mr. Thomas.

These respondents contend that the complainant is simply wrong in alleging control by Cong. Thomas over CRAPAC or CBA; Mr. Thomas claims to have no connection whatsoever with these committees. Those allegations concerning California real estate are asserted to be completely unfounded because all required disclosures have been made under the Rules of the House of Representatives.

The Harvey Committee responds that any payments it reported in connection with the loan it received from the Bill Thomas Campaign Committee were in fact made. It further asserts that when the Harvey Committee made the last payment of \$5,000, Mr. Thomas agreed to forgive the remainder of the loan. With respect to the 1992 payment of \$5,000 made to the Bill Thomas Campaign Committee, the Harvey Committee asserts that it checked with the FEC to ascertain how to make the payment without violating federal law and complied with the instructions it received from the FEC.

Community Construction's response suggests that the \$50,000 received from the Bill Thomas Campaign Committee was a repayment of a personal loan of \$100,000 made to Mr. Thomas in 1988. It asserts that by 1989, payments on the loan had reduced the outstanding balance to \$45,000. However, because the original Community Construction was a partnership which dissolved and distributed assets and records accordingly, respondent Community Construction, Inc. claims to no longer possess any documents regarding the loan to Mr. Thomas.

The Conni Brunni for Supervisor Campaign responds that it employed many people, all of whom were paid for the time they put into the campaign, and refers the FEC to the reports which the Conni Brunni Campaign filed with the California Fair Political Practices Commission for further information.

Respondent Walter Asher, the owner of the building which houses both Western Pacific Research and Cong. Thomas' district office, denies the allegation that the federal government paid the rent for Western Pacific Research. He asserts that the leases for the two tenancies are separate and the costs of the spaces which they rent are distinct.

CBA denies that it is an authorized committee of Mr. Thomas. No response was received from CRAPAC.

This matter is less significant relative to other matters pending before the Commission.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

April 1, 1997

Jan Witold Baran, Esquire
WILEY, REIN & FIELDING
1776 K Street, N.W.
Washington, D.C. 20006

RE: MUR 4332
96th Club Campaign Committee; Brian D. Boyle, as treasurer; The Honorable
William M. Thomas; Catherine Abernathy; Mark Abernathy; Robin Lake
Foster; Bill Thomas Campaign Committee; John Cummings, as treasurer; Kern
County Republican Party; and Kern County Republican Party treasurer

Dear Mr. Baran:

On April 4, 1996, the Federal Election Commission notified your clients of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against your clients. See attached narrative. Accordingly, the Commission closed its file in this matter on April 1, 1997.

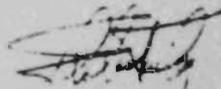
The confidentiality provisions of 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any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

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Jan Witold Baran, Esquire
Page 2

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

Sincerely,



F. Andrew Tarley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

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MUR 4332

BILL THOMAS CAMPAIGN COMMITTEE

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John Evans filed a complaint containing numerous wide-ranging allegations against the Bill Thomas Campaign Committee (the "Committee"). Two months later, he amended his complaint to include three additional specific allegations. The complainant first alleges that the Committee failed to correctly report, a \$25,000 loan to the Committee to Elect Trice Harvey (the "Harvey Committee"), repayments of the loan, and the correct loan balance at the time of the reports. He next alleges that the Committee received a \$5,000 loan repayment that was made with corporate and union funds and not with separate funds. Third, the complainant alleges that the Committee made an illegal contribution in the amount of \$50,000 to Community Construction Company of Bakersfield, California. Fourth, the complainant alleges that the Committee mailed approximately 20,000 solicitations which did not include a clear request for contributor information, an FEC or IRS disclaimer, or a bulk mail permit number. Fifth, the complainant alleges that Robin Lake, while on the federal payroll as a staff assistant for Mr. Bill Thomas, worked full time on the campaign of Conni Brunni, a local candidate. Sixth, the complainant alleges that Mr. Thomas used federal funds to pay for the offices of Western Pacific Research, Inc., a private organization whose offices allegedly serve as the headquarters of the Kern County Republican Party. Seventh, the complainant alleges that Mr. Thomas failed to disclose California Republican Assembly Political Action Committee ("CRAPAC) and Citizens for a Better America ("CBA") as authorized committees, even though he may have control of these committees. Eighth, the complainant alleges that Mr. Thomas did not disclose on federal financial disclosure statements his undivided one-half interest in certain California real estate. Also, in an amended complaint filed with the Commission, Mr. Evans raises additional questions about activity appearing on the Committee's disclosure reports between July 1994 and December 1994. The questions ask whether certain line items on the disclosure reports were recorded accurately or in the right location, whether certain items amounts shown in connection with the Kern County Republican Party and the Susan Brooks Election Challenge Fund are loans, and where the Committee recorded the \$1,000 it allegedly forgave Ed Munster for Congress.

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campaign purely on her own time. Further, Mr. Thomas spends money only for the office space used for his official activities, while Western Pacific maintains its own financial records and pays its own rent separate and apart from Mr. Thomas.

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CBA denies that it is an authorized committee of Mr. Thomas. No response was received from CRAPAC.

This matter is less significant relative to other matters pending before the Commission.

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 4352

DATE FILMED 05-1-97 CAMERA NO. 4

CAMERAMAN JMIJ

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