



FEDERAL ELECTION COMMISSION

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

THIS IS THE END OF MUR # 671

Date filmed 1/23/79 Camera No. ---- 2

Cameraman GPC



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

M. F. ...

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

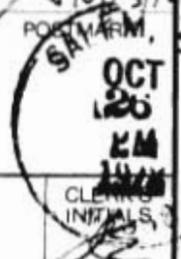
1. The following service is requested (check one):
 Show to whom and date delivered c
 Show to whom, date, and address of delivery c
 RESTRICTED DELIVERY
 Show to whom and date delivered c
 RESTRICTED DELIVERY
 Show to whom, date, and address of delivery \$
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO
*Gutler
 301 E Washington Ave
 Salem, SD 57058*

3. ARTICLE DESCRIPTION
 REGISTERED NO | CERTIFIED NO | INSURED NO
 | *943716* | |

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY *10/25/78* POSTMARK


5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

M. F. ...

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

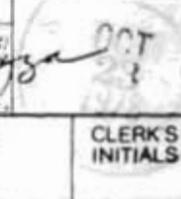
1. The following service is requested (check one):
 Show to whom and date delivered c
 Show to whom, date, and address of delivery c
 RESTRICTED DELIVERY
 Show to whom and date delivered c
 RESTRICTED DELIVERY
 Show to whom, date, and address of delivery \$
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO
*Burke
 206 Court House Plaza
 Sioux Falls, SD 57102*

3. ARTICLE DESCRIPTION
 REGISTERED NO | CERTIFIED NO | INSURED NO
 | *943717* | |

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY *10/23/78* POSTMARK


5. ADDRESS (Complete only if requested)
*206 Ct House Plaza
 Sioux Falls, S.D.*

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

LARRY PRESSLER
FOR U.S. SENATE

mja

671



Rural Route 1
Humboldt, S.D. 57035

October 19, 1978

Mr. Hal Ponder
Federal Election Commission
1325 K Street, N. W.
Washington, D. C. 20463

Re: ID #C00082214

Dear Mr. Ponder:

Enclosed is a letter we have this date filed with the Secretary of the Senate to amend the Larry Pressler for U. S. Senate report for the reporting period May 23 - June 26, 1978.

This information is being sent to you for your files.

Sincerely,

Don Lias
Treasurer

69040090997

LARRY PRESSLER
FOR U.S. SENATE

MARK



Rural Route 1
Humboldt, S.D. 57035

October 19, 1978

Mr. J. Stanley Kimmitt
Secretary of the Senate
119 D Street, N. E.
Washington, D. C.

Re: ID #C00082214

Dear Mr. Kimmitt:

This is to amend the Larry Pressler for U. S. Senate report for the reporting period May 23 - June 26, 1978, to show an in-kind contribution from Mr. Lee Schoenhard, Chamberlain, South Dakota, dated June 17, 1978, in the amount of \$1,000.00.

The above contribution is reflected on Schedules A and B in the Larry Pressler for U. S. Senate report for the reporting period June 27 - June 30, 1978.

Sincerely yours,

Don Lias
Treasurer

59010090998



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20463

October 19, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Rodney Gutzler
301 E. Washington Avenue
Salem, S.D. 57058

Re: MUR 671 (78)

Dear Mr. Gutzler:

On October 18, 1978, the Commission determined to terminate its investigation in MUR 671 (78). A copy of the Commission's determination and the General Counsel's Report is enclosed for your information. Accordingly, the Commission intends to close its files in this matter.

If further information comes to your attention which you believe establishes a violation of the Federal Election Campaign Act of 1971, as amended, please contact me.

Sincerely,

William C. Oldaker
General Counsel

Enclosures:

1. Commission certification
2. General Counsel's Report

300400999



FEDERAL ELECTION COMMISSION

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

October 19, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

John E. Burke, Esq.
206 Court House Plaza
Sioux Falls, South Dakota 57102

Re: MUR 671 (78)

Dear Mr. Burke:

On October 18, 1978, the Commission determined to terminate its investigation in MUR 671 (78). A copy of the Commission's determination and the General Counsel's Report is enclosed for your information. Accordingly, the Commission intends to close its files in this matter.

Sincerely,

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

William C. Oldaker
General Counsel

Enclosures:

1. Commission Certification
2. General Counsel's Report

69040091000



FEDERAL ELECTION COMMISSION

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

October 19, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

William H. Schweitzer
818 Connecticut Avenue, N.W.
Washington, D.C. 20006

RE: MUR 671(78)

Dear Mr. Schweitzer:

On October 18, 1978, the Commission determined to terminate its investigation in MUR 671(78) contingent upon the Larry Pressler for U.S. Senate Committee amending its Post-Primary Report to include the \$1,000.00 "in-kind" contribution from Lee Schoenhard. Please have the Committee amend the Post-Primary Report within ten days of your receipt of this notification.

Sincerely,

William C. Oldaker
General Counsel

Enclosures

1. Commission Certification
2. General Counsel's Report

60040091001

20016004009

Misc 671 - Callahan/Budie

PS Form 3811, Apr. 1977

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

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

2. ARTICLE ADDRESSED TO:
William H. Schweitzer
818 Connecticut Ave, N.W.
Washington D.C. 20006

3. ARTICLE DESCRIPTION

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
----------------	---------------	-------------

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE Addressee Authorized agent

4. *Rick Strong*
 DATE OF DELIVERY
10-19-78

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)	
)	MUR 671
Larry Pressler for U. S.)	
Senate)	
)	
Kindler Pontiac - Cadillac)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on October 18, 1978, the Commission determined by a vote of 6 to 0 to adopt the following recommendations, as set forth in the General Counsel's Report dated October 5, 1978, regarding the above-captioned matter:

1. Find no reasonable cause to believe that the Pressler for Senate Committee may have committed a violation of 2 U.S.C. §434(b) in connection with the Car Rental from Kindler Pontiac-Cadillac.
2. Find no reasonable cause to believe that either the Pressler for U.S. Senate Committee or Kindler Pontiac-Cadillac may have violated 2 U.S.C. §441b in connection with the Car Rental from Kindler Pontiac-Cadillac.
3. Take no further action concerning the Pressler for U.S. Senate Committee's possible violation of 2 U.S.C. §434(b) (not timely reporting the in-kind contribution from Lee Schoenhard on its Post-Primary Report and instead reporting it on its July 10 Quarterly Report) contingent upon the Committee properly amending its Post-Primary Report.

MWE

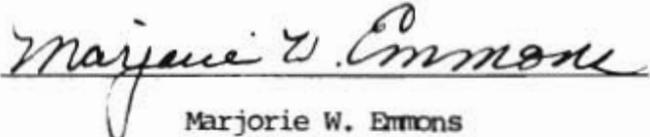
60040091003

CERTIFICATION
MUR 671
General Counsel's Report
Dated: October 5, 1978

Page 2

4. Find no reasonable cause to believe that either the Pressler for U.S. Senate Committee or Don's Ford-Mercury may have violated 2 U.S.C. §441b in connection with the Car Rental from Don's Ford.
5. Find no reasonable cause to believe that the Pressler for U.S. Senate Committee may have committed a violation of 2 U.S.C. §434(b) in connection with the rental of office space in the Humboldt Medical Building.
6. Find no reasonable cause to believe that the Pressler for U.S. Senate Committee may have violated 2 U.S.C. §434(b) in connection with the acquisition of hamburger buns for the Humboldt, South Dakota Fund-Raiser.
7. Send the notification letters to respondents and complainant which were attachments to the above-named report.

Attest:


Marjorie W. Emmons
Secretary to the Commission

10/18/78
Date

Received in Office of Commission Secretary: 10-6-78, 11:44
Circulated on 48 hour vote basis: 10-6-78, 5:15
Placed on Meeting Agenda for October 18, 1978

10040091001



FEDERAL ELECTION COMMISSION

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

MEMORANDUM TO: CHARLES STEELE
FROM: MARJORIE W. EMMONS *MWE*
DATE: OCTOBER 11, 1978
SUBJECT: OBJECTION - MUR 671 - General Counsel's
Report dated 10-5-78
Received in Office of
Commission Secretary:
10-6-78, 11:44

The above-named document was circulated on a 48
hour vote basis at 5:15, October 6, 1978.

Commissioner Tiernan submitted an objection at
2:43, October 11, 1978, thereby placing MUR 671 on the
Executive Session Agenda for October 18, 1978.

cc: Commissioner Tiernan

69040091003

October 6, 1976

MEMORANDUM TO: Marge Hanson
FROM: Eliass T. Garr
SUBJECT: MUR 671

Please have the attached General Counsel's Report on MUR 671 distributed to the Commission on a 48 hour tally basis.

Thank you.

69040091006

two FECA violations - a violation of 2 U.S.C. §441b in that Kindler Pontiac-Cadillac is a corporation making a contribution and a violation of 2 U.S.C. §434(b) in that the Committee did not report the contribution.

B. Car Rental - Don's Ford-Mercury

Complainant alleges that the Pressler campaign used an automobile owned by Don's Ford-Mercury of Chamberlain during January 1, 1978 - April 20, 1978 without payment of a rental or lease charge. If this allegation is proved true, the normal and usual lease or rental amount would be a contribution to the Pressler campaign in violation of 2 U.S.C. §441b - since Don's Ford-Mercury is a corporation - and, since the contribution was not reported on FEC reports for the appropriate period, a violation of 2 U.S.C. §434(b) would have occurred.

C. Use of Campaign Office Space - Humboldt Medical Building

Complainant alleges that the Campaign used campaign office space in the Humboldt Medical Building in Humboldt, South Dakota from March, 1978 - July, 1978 without reporting to the FEC an expenditure for rental of the space or a contribution of the space to the campaign by the owner of the building. If this allegation is true, the Committee has violated 2 U.S.C. §434(b).

D. Campaign Fund-Raiser - Humboldt, South Dakota, April 15, 1978

Complainant alleges that the Committee held a fund-raiser dance in Humboldt, South Dakota on April 15, 1978, and that the Committee failed to report to the FEC certain expenditures in connection with the fund-raiser. Specifically, complainant questions the acquisition of hamburger buns by the Committee in connection with the fund-raiser. If these items were obtained by the Committee in connection

59040091008

with the fund-raiser and not reported, a violation of 2 U.S.C. §434(b) has occurred.

E. Miscellaneous Allegations

Complainant also alleges certain deficiencies in the campaign's withholding and payment of unemployment insurance and employee income taxes, and use by the campaign of Mr. Pressler's Congressional office and staff. The Commission has previously concluded and notified the complainant that such allegations do not state a possible FECA violation. See September 14, 1978 letter to Rodney E. Gutzler.

II. Chronology

Rodney Gutzler's complaint, stating the above allegations, was received in the Commission's offices on August 4, 1978. Mr. Gutzler made a subsequent amendment to his complaint which was received on August 14, 1978. Subsequent to receipt of this complaint at FEC offices, the following chronology occurred:

- A. August 9, 1978 - Complainant Gutzler was notified of the receipt of his complaint.
- B. August 14, 1978 - FEC received Gutzler's amendment and additional information regarding his complaint.
- C. September 6, 1978 - First General Counsel's Report was circulated to the Commissioners and consideration of the complaint, MUR 671, was placed on the Commission's September 8, 1978 Agenda.
- D. September 8, 1978 - The Commission accepted the General Counsel's report and recommendations and found reason to believe that the Pressler for U.S. Senate Committee and Kindler Pontiac Cadillac might have violated 2 U.S.C. §441b and that the Pressler for U.S. Senate Committee might have violated 2 U.S.C. §434(b).

1001600000

E. September 14, 1978 - Notification was sent by certified mail to the Pressler Committee that the Commission had received the Gutzler complaint and had found reason to believe that the allegations of the complaint might state a FECA violation.

F. September 26, 1978 - General Counsel's staff members assigned to MUR 671 met with representatives of the Pressler Committee, including the Committee's attorney. The parties reviewed the allegations as stated by Mr. Gutzler and the Committee representatives provided the Commission staff members with documentary evidence to refute the allegations. In addition, the Committee representatives offered to provide the Commission with affidavits from third parties refuting the allegations or any other requested additional information. Within 48 hours the Committee provided staff members with all additional information and requested affidavits.

III. Analysis and Conclusions

The following analysis will outline the documentary evidence which has been provided by the Pressler Committee to refute the allegations of MUR 671.

A. Car Rental - Kindler Pontiac-Cadillac

The Committee provided the Commission staff with a notarized affidavit of Loren R. Eggebraaten, President of Kindler Pontiac Cadillac, Inc. Mr. Eggebraaten swore in the affidavit that the automobile which was leased to the Committee was not a new automobile, having been used as a driver's education vehicle, and that the \$150.00 rate was not a special rate for the lessees. Although the car was picked up by a representative of the Committee on or about May 11, 1978, the lease and first payment were received from the Committee on or about May 24, 1978.

0101600040005

The Committee also provided a copy of a check, dated May 23, 1978 and drawn on the account of Larry Pressler for U.S. Senate. The check was in the amount of \$150.00 and made payable to Kindler Pontiac-Cadillac. This expenditure was reported on the Committee's 30-Day Post Primary Report to the FEC which included expenditures made during the period May 23 - June 26, 1978.

It would appear from this additional documentary evidence that no FECA violation occurred in connection with the Committee's rental of the automobile from Kindler Pontiac-Cadillac. Although an argument could be made that the Committee incurred the obligation to pay the \$150 rental at the time it picked up the car - on or about May 11, 1978 - it seems just as reasonable and certainly more practical that the Committee considered the expenditure incurred on the date the lease was signed and the check for the first monthly lease charge drawn - May 23, 1978. Thus, the expenditure was properly reported by the Committee on its Post-Primary Report, the closing date for the Pre-Primary having been May 22, 1978.

B. Car Rental - Don's Ford-Mercury

Committee representatives admitted that the Committee used an automobile owned by Don's Ford-Mercury of Chamberlain, South Dakota. The Committee representatives submitted a copy of a lease agreement for the car which was dated November 23, 1977 and signed by Donald Schoenhard, President of Don's Ford and by Donald Lias, Committee Treasurer. Although the lease agreement did not include a specific rental charge, an affidavit submitted

1106000000

by Committee Treasurer Donald W. Lias states that he "understood that the Committee would be billed by Don's for the use of the car."

However, on April 20, 1978, the car was "totalled" in an accident. The Committee agreed to pay Don's \$400.00 "in order to make up the difference between the value of the car and the amount received by Don's from a salvage dealer." On June 30, 1978, the Committee paid the \$400 to Don's Ford and this expenditure was reported on the Committee's July 10, 1978 Quarterly Report. Committee treasurer Lias, in his notarized affidavit, also states that, following the destruction of the automobile, he "made inquiries concerning the receipt of an invoice from Don's." It was at this point that Lee Schoenhard, father of Don Schoenhard, informed the Committee that he "had made a personal payment of \$1,000.00 to Don's in order to pay for the rental of the automobile." The Committee submitted a copy of a check dated May 4, 1978, drawn on Mr. Schoenhard's personal account and made payable to Don's Ford-Mercury. In a letter to the Pressler Campaign (copy also submitted), Mr. Schoenhard stated that the \$1,000 was a donation to the campaign for the rental of the car for the 5-month period. Although this "in-kind" contribution was made on May 4, 1978 and the Committee was notified of the contribution by letter dated June 17, 1978, the Committee did not report the contribution until its July 10 Quarterly Report filed with the Commission. This contribution should have been properly reported on the Committee's Post-Primary Report, filed July 6, 1978. The Committee should be asked to amend its Reports accordingly.

50040031012

C. Use of Campaign Office Space - Humboldt Medical Building

5 0 0 4 0 0 9 1 0 1 3

The Committee submitted a copy of a lease which, although unsigned and unexecuted, would indicate the intentions of the parties in connection with the lease by the Pressler Campaign of office space in the Humboldt Medical Building. The lease is for a term of nine months, March 1, 1978 - November 30, 1978 for a rental of \$1,800.00. Mr. Arlie Rehfeldt, President of the Humboldt Community Medical Association, by notarized affidavit, stated that the said office was a vacant building in Humboldt, South Dakota containing 1,008 square feet of usable space, and that a rental of \$200. per month for the space "is equal to or greater than the fair market value for the rental of such a building in Humboldt, South Dakota." No lease was signed for the rental of this space. On June 2, 1978 the Committee paid \$600.00 as "campaign rent" to the Medical Association. This expenditure was reported on the Committee's 30-Day Post-Primary Report. An additional payment was made on July 29, 1978 which will be reported on the October 10 Quarterly Report. The Committee submitted copies of these checks. These facts would indicate that no violation of FECA has occurred in connection with the Committee's rental of this office space.

D. Campaign Fund-Raiser - Humboldt, South Dakota, April 15, 1978

The Committee submitted to Commission staff members an itemized list of vendors used and paid in connection with the Humboldt Fund-Raising event. The list included an expenditure to McDonald's- "buns, pickles and coffee"- of \$25.00. An itemized bill was also submitted from McDonald's and a copy of the Committee's check for this amount. This amount was included as an unitemized expenditure

in the Committee's Pre-Primary Report. Thus, there would appear to be no FECA violation in connection with the acquisition of hamburger buns for the Fund-Raiser.

IV. Recommendations

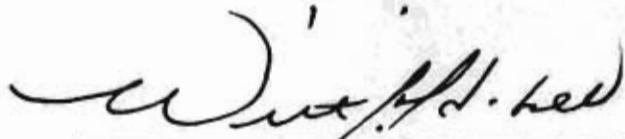
- 1) Find no reasonable cause to believe that the Pressler for Senate Committee may have committed a violation of 2 U.S.C. §434(b) in connection with the Car Rental from Kindler Pontiac-Cadillac.
- 2) Find no reasonable cause to believe that either the Pressler for U.S. Senate Committee or Kindler Pontiac-Cadillac may have violated 2 U.S.C. §441b in connection with the Car Rental from Kindler Pontiac-Cadillac.
- 3) Take no further action concerning the Pressler for U.S. Senate Committee's possible violation of 2 U.S.C. §434(b) (not timely reporting the in-kind contribution from Lee Schoenhard on its Post-Primary Report and instead reporting it on its July 10 Quarterly Report) contingent upon the Committee properly amending its Post-Primary Report.
- 4) Find no reasonable cause to believe that either the Pressler for U.S. Senate Committee or Don's Ford-Mercury may have violated 2 U.S.C. §441b in connection with the Car Rental from Don's Ford.
- 5) Find no reasonable cause to believe that the Pressler for U.S. Senate Committee may have committed a violation of 2 U.S.C. §434(b) in connection with the rental of office space in the Humboldt Medical Building.

50040091011

- 6) Find no reasonable cause to believe that the Pressler for U.S. Senate Committee may have violated 2 U.S.C. §434(b) in connection with the acquisition of hamburger buns for the Humboldt, South Dakota Fund-Raiser.
- 7) Send the attached notification letters to respondents and complainant.

10/5/78

Date



William C. Oldaker
General Counsel

ATTACHMENTS

1. Affidavit and copy of check re: Kindler Pontiac.
2. Letter from Lee Schoenhard and copy of check re: Don's Ford
3. Copy of Lease Agreement re: Don's Ford car.
4. Affidavit of Donald W. Lias re: Don's Ford car.
5. Affidavit, Lease Agreement and copy of checks re: Humboldt office space.
6. Copies of checks re: Fund-Raiser.
7. Copies of letters to complainant and respondents.

60040091015

AFFIDAVIT

COUNTY OF MINNEHAHA)
: SS
STATE OF SOUTH DAKOTA)

Loren R. Eggebraaten, being first duly sworn on oath,
deposes and states:

1. I am the President of Kindler Pontiac Cadillac, Inc.,
("Kindler Pontiac") which is located at 324 W. 9th, Sioux Falls,
South Dakota.

2. On May 11, 1978, Kindler Pontiac entered into a lease
agreement with the Larry Pressler for U. S. Senate Committee
("Committee") wherein Kindler Pontiac agreed to lease a 1978 Pontiac
Catalina to the Committee for a six month period at a cost of \$150.00
per month.

3. The automobile and lease were picked up from Kindler
Pontiac by a representative of the Committee on or about May 11,
1978. The signed lease and the first payment of \$150.00 were re-
ceived in the mail by Kindler Cadillac from the Committee on or
about May 24, 1978.

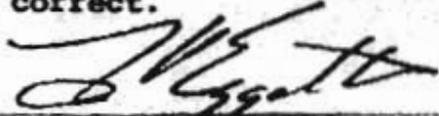
4. The leased automobile was not a new vehicle but had been
used by Sioux Falls School District as a driver's education car and
was being carried in Kindler Cadillac's inventory as a used vehicle.

5. The Committee, rather than Kindler Pontiac, paid the
cost of property and personal injury insurance for the car.

6. Since the automobile had been used by the Sioux Falls
School District as a driver's education vehicle and since the
Committee paid the insurance costs, the payment of \$150.00 per month
was, in my opinion, a fair and reasonable rate for the lease of
such a car in Sioux Falls, South Dakota at that time and was not,
nor was it intended to be, a special rate for the Lessees.

FURTHER AFFIANT SAYETH NOT:

I, Loren R. Eggebraaten, being duly sworn, deposes and says
that the above is complete, true and correct.


Loren R. Eggebraaten

Subscribed and sworn to before me
this 27th day of September, 1978.


Notary Public - South Dakota
My commission expires:

59040091015

LARRY PRESSER FOR U. S. SENATE
HUMBOLDT, S. DAK. 57044

369

May 23 1978 78-022
614-8

PAY TO THE
ORDER OF

Kathleen Fontaine-Cadillon \$150.00

One hundred and fifty and 00/100 DOLLARS

WESTERN WEST
BANK
SIOUX FALLS SOUTH DAKOTA 57101

DW-Fontaine

⑆0005100000⑆ 0363 ⑆0059820⑆ ⑆4980-4190⑆

2-22A

7101600000

900.3

PAY TO THE ORDER OF
FIRST NATIONAL BANK
78-2 SOUTH VALLEY & OAK 78-2
FOR DEPOSIT ONLY
KLEINER, KAPLAN & GIBSON, INC.

0002 15511

MAY 26 1978

MAY 26 78

50040091018

6-17-78 11 908.4

Long Presses office.

77 Don Lane

Rural Pte 1

Humboldt Co D.A. 57035

Dear Sir

This letter clarifies the 1000.00 donation for Long Presses Campaign from Lee Shouland was paid as a 5 months rent for an auto Club no 2103 - Debit May-4-1978, there will be a balance after the accident from your field work, and this will be billed to you by Paul Ford missing.

Sincerely

Lee Shouland

But 400

charles Co D.A. 57325

9040091020

LBE SCHOENHARD
FARM AND LIVESTOCK ACCOUNT
CHAMBERLAIN, S. DAK. 57325

2103
5-4

78-949
914

PAY TO THE
ORDER OF

Don. Fund money

1000

one thousand

DOLLARS

TRI COUNTY State Bank
CHAMBERLAIN, SO. DAKOTA

Lee Schoenhard

For Don. Fund

⑆0914⑉0949⑆ ⑆33⑉015⑉2⑆

5-5

For Deposit Only
DON'S FORD - MERCURY
Don Schoenhard

59040091025

g. 8. 6

Agg. 7

AGREEMENT

Agreement entered into between S J Marnance Inc. dba Don's Ford - Mercury Chamberlain, South Dakota, hereinafter designated as Lessor and Larry Pressler Pressler for Senate of Humboldt, SD hereinafter designated as Lessee. Box 154

Lessor agrees to lease, and Lessee agrees to hire, the following described automobile, property of the Lessor, from the 23 day of November, 1977 and Lessee agrees to pay Lessor's daily/monthly rental of \$ _____ per day/month until the following described automobile is returned to the Lessor. The subject automobile being described as follows:

Year 1978 MAKE Ford MODEL LTD BODY STYLE 4 door
SERIAL# 8P63S103617 LICENSE SL4156 MILEAGE _____

The Lessee agrees to indemnify and hold harmless the Lessor from and against all loss or damage arising from defects in said automobile, or from the use of said automobile by Lessee or by his agents, guests, or by anyone using the automobile with lessee's permission, including all claims and personal injury or damage to property sustained by third persons, or by the lessee OR by his agents, guests, or by those claiming under him, and agrees to compensate the Lessor for all damage to said automobile sustained while in the possession or control of said Lessee, or his agents, guests, or persons claiming under him, or permitted by him to exercise any control over said automobile, the Lessee HEREBY admits said automobile to be in good condition and agrees to make and pay for any and all repairs that may become necessary while said automobile is in his possession or control or that of his agents, guests, or persons claiming under him, in order to restore or to keep said automobile in as good a condition as the same now is, reasonable use thereof and ordinary wear and tear excepted, and to indemnify the Lessor IN THE EVENT of the loss or destruction of said automobile by theft, fire or otherwise.

All provisions of this agreement will be binding upon the parties hereto and their successors, executors, administrators and assigns.

Attest at Chamberlain, SD this 23 day of November 1978

WITNESSES:

S J MARNANCE, INC. dba DON'S FORD - MERCURY

Lessor

Lessee

50040091022

800. 8.

A F F I D A V I T

COUNTY OF MINNEHAHA)
STATE OF SOUTH DAKOTA) ss.

Donald W. Lias, being first duly sworn on oath, deposes and says:

1. I reside on Rural Route 1, Humboldt, South Dakota, and am Treasurer of the Larry Pressler for U. S. Senate Committee ("Committee").

2. I am a dairy farmer and I share with my wife, Nancy, the duties and responsibilities involved in serving as Treasurer of the Committee on a volunteer basis.

3. On or about November 23, 1977, a 1978 Ford LTD automobile was delivered to a representative of the Committee by Don's Ford-Mercury ("Don's"), East Highway 16, Chamberlain, South Dakota. The automobile was for the use of Congressman Larry Pressler and members of the campaign staff.

4. I understood that the Committee would be billed by Don's for the use of the car and I intended to pay the bill upon receipt of an invoice. This procedure has been followed by me throughout this campaign, as well as a previous campaign, and was approved by auditors of the Federal Election Commission in August, 1977.

5. On April 20, 1978, the automobile was involved in an accident while being driven by a Committee staff member and was destroyed totally. The Committee agreed to pay Don's \$400.00 in order to make up the difference between the value of the car and the amount received by Don's from a salvage dealer.

6. Shortly thereafter I made inquiries concerning the receipt of an invoice from Don's for the rental payment and was informed that Lee Schoenhard, the father of the owner of Don's, had made a personal payment of \$1,000.00 to Don's

3
2
1
0
9
1
0
2
3

In order to pay for the rental of the automobile for the above-mentioned five month period. I requested verification of this payment and received a letter from Lee Schoenhard sometime in late June verifying his \$1,000.00 payment. I have been advised that a copy of this letter has been submitted to the staff of the Federal Election Commission. The \$1,000.00 payment by Lee Schoenhard was reported by the Committee as an in-kind contribution on its next report.

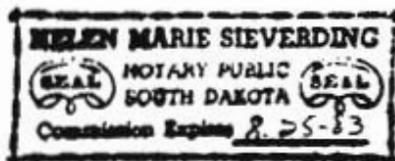
FURTHER AFFIANT SAYETH NOT:

I, Donald W. Lias, being duly sworn, deposes and says that the above is complete, true and correct.

Donald W. Lias
Donald W. Lias

Subscribed and sworn to before me this 2nd day of October

1978.



Helen Marie Sieverding
Notary Public - Thioville, S.D.

5001091024

AFFIDAVIT

County of Minnehaha)
State of South Dakota) ss.

Arlie Rehfeldt, being first duly sworn on oath, deposes and says:

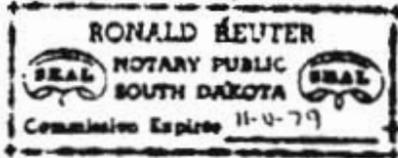
1. I am the President of the Humboldt Community Medical Association of Humboldt, South Dakota.
2. The Humboldt Community Medical Association owns a building located on Lots 1-6, Block 5, Uhrs First Addition to the City of Humboldt, Minnehaha County, South Dakota.
3. This building was built in 1961 for the purpose of attracting and housing a doctor to serve the residents of the City of Humboldt and the County of Minnehaha.
4. The building had been vacant for quite some time prior to the agreement entered into with the Larry Pressler for U. S. Senate Committee ("Committee") on March 1, 1978.
5. The building has 1,008 square feet of usable space.
6. The agreement with the Committee provides for a lease of nine months at a total cost to the Committee of \$1,800.00.
7. The rent of \$200.00 a month for this building is equal to or greater than the fair market value for the rental of such a building in Humboldt, South Dakota, to a person other than the Committee.

FURTHER AFFIANT SAYETH NOT:

I, Arlie Rehfeldt, being duly sworn, deposes and says that the above is complete, true and correct.

Arlie Rehfeldt

Subscribed and sworn to before me this 27th day of September, 1978.



Ronald Heuter

Notary Public

50040091025

agg. 11

LEASE

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 1978, by and between HUMBOLDT COMMUNITY MEDICAL ASSOCIATION, hereinafter referred to as LESSOR, and LARRY PRESSLER FOR U. S. SENATE COMMITTEE, hereinafter referred to as LESSEE.

WITNESSETH:

In consideration of the rents agreed to be paid hereunder by the LESSEE and the covenants to be performed by the LESSEE, and in consideration of the mutual and reciprocal covenants flowing between the parties, LESSORS do hereby lease, let and rent unto the LESSEE the following described premises, to-wit:

Lots 1 - 6, Block 5, Uhrs First Addition to the City of Humboldt, Minnehaha County, South Dakota.

The term of this lease is and shall be nine (9) months, commencing on the first day of March, 1978, and ending on midnight, November 31, 1978.

1. LESSEE shall pay therefor, as rental for the above described premises, the sum of Eighteen Hundred Dollars (\$1,800.00).

2. LESSEE shall be entitled to possession of the premises from and after March 1, 1978, and shall be entitled to retain possession of the premises for the full term of the Lease provided he is in compliance with the terms of this Lease agreement.

3. LESSORS agree to pay all real estate taxes assessed on the subject real estate during the term of the Lease.

4. LESSEE agrees not to permit any liens, encumbrances or judgments of any kind or nature to attach to the subject premises any time during the term of this Lease.

5. LESSOR shall be responsible for the payment of all utilities, with the exception of telephone.

6. LESSEE acknowledges that this Lease is personal in nature and that LESSEE has no right to sublease without written permission from LESSOR.

7. LESSOR agrees to be responsible for the maintenance of any and all insurance which it deems necessary to protect itself against loss by fire and damage by the elements. LESSOR agrees to be responsible for the maintenance of the roof on the lease premises, and all other maintenance on the premises shall be the responsibility of the LESSOR.

60040091026

egg-12

The LESSEE shall have the right to remodel and re decorate at their own expense, and in the event of any structural alterations they agree to first obtain the written consent of the LESSOR before making such alterations.

8. Time is of the essence of this agreement.

Throughout this Lease agreement the plural shall be deemed the singular and the singular shall be deemed the plural whenever applicable.

This Lease, the provisions hereof, shall be binding upon and extend to the parties hereto, their executors, administrators, representatives, successors and assigns.

Dated this _____ day of _____, 1978.

HUMBOLDT COMMUNITY MEDICAL ASSOCIATION

LARRY PRESSLER FOR U.S. SENATE COMMITTEE

30040091027

Aug. 13

Rent Payments - Humboldt Campaign Office

500400910

LARRY PRESSLER FOR U. S. SENATE
HUMBOLDT, S. DAK. 57015

504

PAY TO THE ORDER OF *Miss Blanche* *July 13 1978* 78-034 8
1000 612 3
100 00

DOLLARS

Miss Blanche

⑆0915⑉0984⑆ ⑆0525⑉65⑉0⑆ 0504 ⑆0000000000⑆

LARRY PRESSLER FOR U. S. SENATE
HUMBOLDT, S. DAK. 57015

379

PAY TO THE ORDER OF *Miss Blanche* *June 28 1978* 78-034 8
1000 612 3
100 00

DOLLARS

Miss Blanche

⑆0915⑉0984⑆ ⑆0525⑉65⑉0⑆ 0379 ⑆0000000000⑆

egg. #

Humboldt Fundraising event - 4/15/78

Proceeds from Pressler Dance (see report for period 4/1-5/22/78)

\$1,032.00

Vendors used:

5/4/78	Siouxland Packing Company (meat) (see 4/1 - 5/22/78 report)	\$439.19
5/12/78	Lewis Drugs, Inc. (roasting meat) (unitemized in 4/1 - 5/22/78 report)	15.00
4/24/78	Sharp's Butchering (cutting roast meat) (unitemized in 4/1 - 5/22/78 report)	60.00
4/15/78	McDonald's (buns, pickles, and coffee - unitemized in 4/1 - 5/22/78 report)	25.00
4/15/78	K-Mart (paper napkins, plates and cups - unitemized in 4/1 - 5/22/78 report)	20.94
5/24/78	Humboldt Supply (potato chips - unitemized in 4/1 - 5/22/78 report)	11.19
4/24/78	Humboldt Print Shop (printing tickets - unitemized in 4/1 - 5/22/78 report)	41.86
4/15/78	Payments (7) to members of band 2 @ \$25; 5 @ \$30 (unitemized in 4/1 - 5/22/78 report)	

60040091027

SIouxLAND PACKING COMPANY



QUALITY MEATS

1400 NORTH CLEVELAND
 SIOUX FALLS, SOUTH DAKOTA 57103
 PHONE (605) 339-1894

Aug. 15

PRESSLER CAMPAIGN
 C/O DON LINDSAY
 HUMBERT SD

57035

51850	4/29/78
-------	---------

PLEASE RETURN THIS PORTION WITH REMITTANCE

Send inquiries to SIOUXLAND PACKING COMPANY, 1400 N. Cleveland, Sioux Falls, SD 57103
 FINANCE CHARGE is computed by a periodic rate of 1% per month which is an ANNUAL PERCENTAGE RATE of 12% applied to the previous balance after deducting current payments and/or credits appearing on this statement.

DATE	NO.	DESCRIPTION	AMOUNT	PAID	BALANCE
4/14/78	12437	INVOICES	459.19		459.19
					459.19

50040091030

*Meat for
Humboldt*
*fund-raiser
4/15/78*

LET SIOUXLAND PACKING MEAT YOUR NEEDS WITH USDA INSPECTED MEATS

INTEREST	10% DAY	30 DAYS	60 DAYS	90 DAYS	TOTAL
					459.19

PLEASE KEEP YOUR ACCOUNT CURRENT

SIOUXLAND PACKING CO.

1400 NORTH CLEVELAND
 SIOUX FALLS, SOUTH DAKOTA 57103
 PHONE (605) 339-1894

323

Pay to the order of _____

Amount \$ 459.19

SIouxLAND PACKING COMPANY

SIoux FALLS, SOUTH DAKOTA 57103



APRIL 15, 1978

Aug. 18

Misc. supplies
for Humboldt
fundraiser
4/15/78

U.S. PRESSLER FOR SENATE

50 doz. buns.....	18.00
2 gal. pickles.....	3.14
50 pkgs. coffee.....	1.25
profit.....	2.61
total	<u>25.00</u>
am't paid	<u>25.00</u>
bal.	<u>00.00</u>

Picked up and paid for by Mr. Donald Lias.

Thanks again,

Phil Witt

Phil Witt, Manager

690440091033

ORDER OF PAY TO THE ORDER OF *Mary Sue*

FOR DEPOSIT ONLY

AMOUNT \$25.00

DATE *4/15/78*

BY *D. Lias*

U.S. PRESSLER FOR SENATE
HUMBOLDT, CALIF.

333

ESTABLISHED BY THE
 NATIONAL ASSOCIATION OF
 RETAILERS OF BOOKS AND
 PAPERS
 REG. #11792762

Kmart

JURISER

agb 19

VOICE

4041 Kmart

Kmart PLAZA

3000 SOUTH MINNESOTA AVE,
 SIOUX FALLS, SO. DAK. 57108

TELEPHONE NO. _____

STORE STAMP

Date _____ 19____

Title _____

(SCHOOL, FIRM, ASSOCIATION, ETC.) _____

Apt. No. _____

State _____ Zip Code _____

* must turn in report to permit allowance on breakage -
 invoice must be returned when a shortage exists.

Disc Description	Price	Extensions
8 Napkins	.68	5.44
+ 5 Paper plates	1.38	6.90
20 20 " Cups	.38	7.60

8 / 5.44
 5 / 6.90
 20 / 7.60
 * 1.00
 4 * 328 20.94

4 * 328 20.94 SHS
 3 * 328 0.00 CNG

4041 4/15/78

600400910

Handwritten signature: [Illegible]

misc supplies for fund raiser 4/15/78

Authorized By: _____	Sub-Total	19.94
Title: _____	* Sales Tax	1.00
Merchandise Received By: _____	Total	20.94
Please pay this amount by: _____, 19____	Amt. Paid	
_____	Balance Due	

200.20

69040091035

LARRY PRESSLER FOR U. S. SENATE
 HUMBOLDT, S. DAK. 57035

261

4/15/78

78-034
914 8

PAY TO THE ORDER OF K. Martin \$ 200.00

Twenty + 00/100 DOLLARS

Rec'd by Red Gutzler

WESTERN WISST
 1001 FA. CO. SOUTH DAKOTA 57001

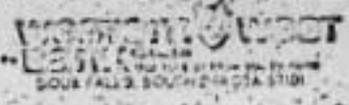
⑆0988⑆0934⑆⑆0129⑆65⑆0⑆0268⑆⑆0000002094⑆

LARRY PRESSLER FOR U.S. DEPARTMENT OF THE TREASURY
HUMBOLDT, CALIF.

May 24 1978

Aug. 21

PAY TO THE ORDER OF Humboldt Supply \$ 16.00
DOLLARS



D. W. Lewis

⑆578⑆000000⑆ 9560 ⑆00159⑆25⑆00⑆ ⑆1690⑆1890⑆

Potato chips for
Humboldt fundraiser
4/15/78

50010091036

No.	Particulars	1978
1	Mr. [Name]	1.84
2	Mr. [Name]	2.51
3	Mr. [Name]	7.12
4		
5		11.19 *
6		18.16
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

No.	Particulars	1978
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

HUMBOLDT, S. DAK. 3-30 1978

IN ACCOUNT WITH

Pressler for Senate Committee
F. J. J. ci. 299

Jan 21 - 1000 tickets,	23 50
20 to book + slotted	
Mar 30 500 tickets	16 75
	<hr/>
	40 25
	1 61
sales tax	<hr/>
	\$41 86

59040091037

Printing tickets for Humboldt fundraiser 4/15/78

LARRY PRESSLER FOR U. S. SENATE
HUMBOLDT, S. DAK. 57035

PAY TO THE ORDER OF Shirley Pressler

Fort DOLLARS

10.00

10984 0934 10325 550 0299 0000004786

Pressler for Senate Party
Humboldt Legion Hall
April 15, 1978, 9:00 p.m. - 1:00 p.m.
FOOD and DANCING
Admission—55.00

A copy of our report is filed with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D. C. D. List, Treasurer

App. 23

LARRY PRESSLER FOR U. S. SENATE
HUMBOLDT, S. DAK. 57035

APR 15 1978

PAY TO THE ORDER OF

Robert Williams

Thirty ⁰⁰/₁₀₀

DOLLARS

WESTERN UNION
SIOUX FALLS, SOUTH DAKOTA 57101

Drawings

⑆0914⑆0934⑆⑆01229⑆65⑆0⑆0272⑆⑆0000003000⑆

Bank

Bank for
Hum boldt
fundraiser
4/15/78

LARRY PRESSLER FOR U. S. SENATE
HUMBOLDT, S. DAK. 57035

APR 15 1978

PAY TO THE ORDER OF

Ted R. B. B.

Thirty ⁰⁰/₁₀₀

DOLLARS

WESTERN UNION
SIOUX FALLS, SOUTH DAKOTA 57101

Drawings

⑆0914⑆0934⑆⑆01229⑆65⑆0⑆0272⑆⑆0000003000⑆

599410

LARRY PRESSLER FOR U. S. SENATE
HUMBOLDT, S. DAK. 57035

APR 15 1978

PAY TO THE ORDER OF

Richard Smith

Twenty Five ⁰⁰/₁₀₀

DOLLARS

WESTERN UNION
SIOUX FALLS, SOUTH DAKOTA 57101

Drawings

⑆0914⑆0934⑆⑆01229⑆65⑆0⑆0270⑆⑆0000002500⑆

LARRY PRESSLER FOR U. S. SENATE
HUMBOLDT, S. DAK. 57035

APR 15 1978

PAY TO THE ORDER OF

Richard Smith

Thirty ⁰⁰/₁₀₀

DOLLARS

WESTERN UNION
SIOUX FALLS, SOUTH DAKOTA 57101

⑆0914⑆0934⑆⑆01229⑆65⑆0⑆0270⑆⑆0000002500⑆

Barr

egg. 24

LARRY PRESSLER FOR U. S. SENATE
HUMBOLDT, S. DAK. 57035

268

APR 15 1978

PAY TO THE ORDER OF *VERA WILK*

Three / 100

DOLLARS

D.W. Barr

⑆0934⑆0934⑆⑆0129⑆65⑆0⑆0268⑆⑆00000003000⑆

Bond for Humboldt fundraiser 4/15/78

69040091032

LARRY PRESSLER FOR U. S. SENATE
HUMBOLDT, S. DAK. 57035

274

APR 15 1978

PAY TO THE ORDER OF *JEFF COLE*

Twenty Five / 100

DOLLARS

D.W. Barr

⑆0934⑆0934⑆⑆0129⑆65⑆0⑆0274⑆⑆00000002500⑆

LARRY PRESSLER FOR U. S. SENATE
HUMBOLDT, S. DAK. 57035

273

APR 15 1978

PAY TO THE ORDER OF *EA WILK*

Three / 100

DOLLARS

D.W. Barr

⑆0934⑆0934⑆⑆0129⑆65⑆0⑆0273⑆⑆00000003000⑆



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

John E. Burke, Esq.
206 Court House Plaza
Sioux Falls, South Dakota 57102

Re: MUR 671 (78)

Dear Mr. Burke:

On October , 1978, the Commission determined to terminate its investigation in MUR 671 (78). A copy of the Commission's determination and the General Counsel's Report is enclosed for your information. Accordingly, the Commission intends to close its files in this matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosures:

1. Commission Certification
2. General Counsel's Report



FEDERAL ELECTION COMMISSION

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

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Rodney Gutzler
301 E. Washington Avenue
Salem, S.D. 57058

Re: MUR 671 (78)

Dear Mr. Gutzler:

On October , 1978, the Commission determined to terminate its investigation in MUR 671 (78). A copy of the Commission's determination and the General Counsel's Report is enclosed for your information. Accordingly, the Commission intends to close its files in this matter.

If further information comes to your attention which you believe establishes a violation of the Federal Election Campaign Act of 1971, as amended, please contact me.

Sincerely,

William C. Oldaker
General Counsel

Enclosures:

1. Commission certification
2. General Counsel's Report



FEDERAL ELECTION COMMISSION

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

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

William H. Schweitzer
818 Connecticut Avenue, N.W.
Washington, D.C. 20006

RE: MUR 671(78)

Dear Mr. Schweitzer:

On October , 1978, the Commission determined to terminate its investigation in MUR 671(78) contingent upon the Larry Pressler for U.S. Senate Committee amending its Post-Primary Report to include the \$1,000.00 "in-kind" contribution from Lee Schoenhard. Please have the Committee amend the Post-Primary Report within ten days of your receipt of this notification.

Sincerely,

William C. Oldaker
General Counsel

Enclosures

1. Commission Certification
2. General Counsel's Report

6904009101



FEDERAL ELECTION COMMISSION

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

MEMORANDUM TO CHARLES STEELE
FROM: MARJORIE W. EMMONS *mwe*
DATE: OCTOBER 3, 1978
SUBJECT: MUR 671 (78) - Interim Investigatory
Report dated 9-27-78
Signed: 9-28-78
Received in OCS: 9-29-78
12:25

The above-named document was circulated on a 24
hour no-objection basis at 11:30, October 2, 1978.

The Commission Secretary's Office has received
no objections to the Interim Investigatory Report as
of 12:00 this date.

4904009104

September 17, 1978

MEMORANDUM TO: Marge Egan
FROM: Elise F. Carr
SUBJECT: MUR 671

Please have the attached Interim Investigatory
Report on MUR 671 distributed to the Commission.

Thank you.

69040091044

RECEIVED
OFFICE OF THE

M:

BEFORE THE FEDERAL ELECTION COMMISSION
September 27, 1978

76 SEP 25 12: 25

In the Matter of

)
)
)
)
)
)

MUR 671 (78)

Larry Pressler for U.S. Senate Committee
Kindler Pontiac-Cadillac

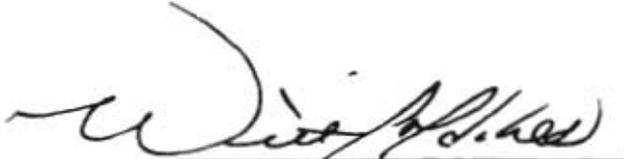
INTERIM INVESTIGATORY REPORT

On September 8, 1978, the Commission found reason to believe that the Larry Pressler for U.S. Senate Committee may have violated 2 U.S.C. §434(b) for not reporting the receipt of a contribution or the making of an expenditure in a timely fashion and that both the Committee and Kindler Pontiac-Cadillac may have violated 2 U.S.C. §441b for leasing an automobile at less than the normal and usual charge.

On September 26, 1978, this office met with the attorney and accountant representing the Committee. They are currently preparing affidavits and other information which we have requested. Upon receipt and review of the information, a recommendation will be made to the Commission.

50040091041

9/28/78
Date



William C. Oldaker
General Counsel

Case #
4995

RECEIVED
FEDERAL ELECTION
COMMISSION

JOHN E. BURKE
LAWYER
208 COURT HOUSE PLAZA
SIOUX FALLS, SOUTH DAKOTA 57108

78 SEP 25 9:54
TELEPHONE (605) 332-0300

September 21, 1978

Ms. Suzanne Callahan
Staff Member
Federal Elections Commission
1325 K Street, N.W.
Washington, D.C. 20463

806450

Dear Ms. Callahan:

Re: MUR 671 (78)

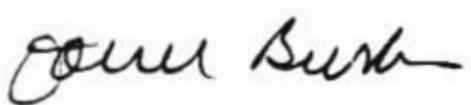
This letter is in response to a letter under the date of September 14, 1978, from William C. Oldaker, General Counsel.

Since the Complaint charges a violation of a Federal Statute, my clients, at this point, elect to make no statement of any kind. You have certain documentary evidence which indicates violation of 2 U.S.C. 44 1B. We dispute that contention.

To the extent that this matter may remain confidential, since the Complainant announced it first in the local paper with a circulation of approximately 75,000, we still prefer to have the matter treated in a confidential manner.

Please direct all further correspondence to this office.

Yours very truly,



John E. Burke

cc: Mr. Lawrence Eggebraaten, President
Kindler Pontiac-Cadillac

100180310116

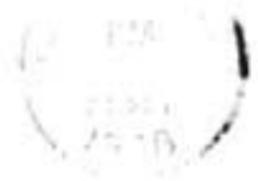
47
160091

JOHN E. BURKE

LAWYER

206 COURT HOUSE PLAZA

SIOUX FALLS, SOUTH DAKOTA 57102



SEP 25 9:54

Ms. Suzanne Callahan
Staff Member
Federal Elections Commission
1325 K Street, N.W.
Washington, D. C. 20463

Gutzler asks for findings

Argus
9-21-78
p. 1

By JEFFREY STONSON
Argus-Leader Staff Writer

One of Rep. Larry Pressler's former U.S. Senate campaign staffers Wednesday challenged the congressman to authorize public disclosure of results of a preliminary federal investigation of the campaign.

State Rep. Rodney Gutzler, R-Salem, a former top campaign staffer for Pressler, said at a Sioux Falls news conference Pressler should give his approval to the Federal Elections Commission to disclose that agency's preliminary findings of charges of impropriety Gutzler has made about the campaign.

"If he really believes in openness in government, he will write them (FEC officials) and open it to the public," Gutzler challenged. "I'm not saying you try this thing in the press, but the people have a right to know."

Under the laws governing complaints of campaign violations handed by the FEC, the preliminary findings of the agency cannot be disclosed unless the official being complained about gives his approval.

Pressler did not respond to questions from the Argus-Leader about whether he would give his approval to open the findings to the public.

Gutzler said he received confirmation Tuesday from the FEC that it had completed a preliminary review and had made certain findings about his charges of improper reporting of campaign finances and expenditures in the congressman's campaign organization.

From this point, the FEC will either undertake a full-scale investigation of Gutzler's complaints, request that Pressler to certify the charges or decide that the charges are unfounded.

"At this point, the case is off and well," Gutzler said.

Gutzler, who was fired from the campaign last year, has been publicly criticized by the FEC for reporting that he had paid \$100,000 to a former aide to help with the campaign.

Ford LTD from January through April.

— The lease terms Pressler's campaign received from a Sioux Falls car dealer on another lease arrangement are less expensive and for a shorter length of time than terms given to private citizens, something forbidden under federal election laws.

— The Pressler campaign failed to report to the FEC the use of an office in Humboldt as the campaign headquarters.

— The expense for the food for a campaign street dance in Humboldt in April does not appear on the FEC report for that period. Gutzler said about \$100 was served to more than 1,000 people and that the food was delivered by a truck from McDonald's hamburgers.

— The campaign did not open an unemployment insurance account with the South Dakota Department of Labor as of June 15, 1978, as required by South Dakota laws.

— The campaign did not properly withhold IRS income tax withholdings as required by law.

— And congressional staffers and office equipment paid for by taxpayers were used by the campaign in violation of House rules and regulations.

The FEC in its Tuesday letter to Gutzler said it didn't have jurisdiction over the last three complaints and that they must be turned over to other federal agencies for any action.

Specifically, the allegation of abuse

GUTZLER
Continued on page 2A

59040091048

69040091049

Gutzler

Continued from page 1A

ing congressional staff and office equipment for campaign purposes should be sent to the House Committee on Standards of Official Conduct, or the House Ethics Committee as it is generally known, the letter says.

However, Gutzler cannot make the complaint himself to the committee unless three congressmen have turned him down. Under the committee rules, a member of Congress must be the one to make complaints of misconduct.

Gutzler said he wasn't going to ask Rep. James Abdnor, R-S.D., to make the complaint for him because he didn't want to controll Abdnor in the situation.

So, Gutzler last week asked Prosser to make the complaint for him.

Gutzler said he wrote to Prosser and said that if Prosser really wanted to be open with the people and if

the congressman really welcomed an investigation of his campaign as he had said when Gutzler first made the charges, then this he should make the complaint.

Prosser in August said he welcomed a federal investigation into his campaign practices because he thought they were conducted properly.

"If he's right," Gutzler said, "he should be cleared of any allegations before the election."

Gutzler said Prosser has yet to respond to this request as well. And Prosser did not respond to August-Leader enquiries about whether he would take the action.

Gutzler also said he would not pursue his complaints about unemployment insurance and IRS withholdings because the campaign has since corrected them.

59040091050
BAKER, HOSTETLER, FROST & TOWERS

818 CONNECTICUT AVE., N. W.

WASHINGTON, D. C. 20006

Hal Ponder, Esquire
Federal Election Commission
1325 K Street, N. W.
Fourth Floor
Washington, D. C. 20463



FEDERAL ELECTION COMMISSION

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

September 14, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Donald W. Lias
Treasurer
Larry Pressler for U.S. Senate Committee
Rural Route 1
Humboldt, S.D. 57035

RE: MUR 671 (78)

Dear Mr. Lias:

The Federal Election Commission has received a complaint which alleges that the Larry Pressler for U.S. Senate Committee committed certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 671.

The Commission has reason to believe that the matters alleged in the complaint state a violation of 2 U.S.C. §434(b) and §441b. Specifically, it appears that the committee may have committed reporting violations for not disclosing certain transactions during the reporting period in which the transactions occurred and, further, that the committee may have been charged less than the normal and usual charge for services rendered by a corporation.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Additionally, please submit answers to the enclosed questions. Where appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your responses should be submitted within ten days after your receipt of this notification.

If you have any questions, please contact Suzanne Callahan, the staff member assigned to this matter at 202/523-4058.

This matter will remain confidential in accordance with 2 U.S.C. Section 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public.

150160091051

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William G. Oldaker

William G. Oldaker
General Counsel

Enclosures

Milk 671-Callaha

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

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

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

2. ARTICLE ADDRESSED TO *Leas
General Route 1
Humboldt SD*

3. ARTICLE DESCRIPTION
 REGISTERED NO. CERTIFIED NO. INSURED NO.
943705 *57035*

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY *9-15-78*

5. ADDRESS (Complete only if requested)
Humboldt, S. Dak. 57025

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

HUMBOLDT
POST OFFICE
SEP 18 1978
D.A.K.

☆GPO 1977-0-249 596

6004009105?

Please include in your response, answers to the following questions concerning the Larry Pressler for U.S. Senate Committee (the Committee):

- (1) State the time period during which the committee used a 1978 Ford LTD owned by Don's Ford-Mercury Lease of Chamberlin.
- (2) Under what conditions of payment was the car used?
- (3) State the time period during which the committee used office space in the Humboldt Medical Building.
- (4) Under what conditions of payment was the office space used?

NOTE: In your answers to the above, please detail

- (a) the manner in which all payments were made
- (b) to whom the payments were made
- (c) the dates on which the payments were made

and other information you deem relevant.

- (5) Itemize the costs incurred for the fundraising dance held by the Committee on April 15, 1978. Please include in your answer: (a) the number of persons who attended (b) the names of all vendors used, the amounts paid to each, and the date on which they were paid.

5904009103



FEDERAL ELECTION COMMISSION

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

September 14, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Rodney E. Gutzler
301 E. Washington Avenue
Salem, S.D. 57058

RE: MUR 671(78)

Dear Mr. Gutzler:

The Federal Election Commission has completed a preliminary review of your complaint and has numbered it as MUR 671. Please refer to this number in any further correspondence.

A copy of your complaint has been forwarded to the respondent. If you have any further information you wish to make available to the Commission, please submit it within five days of your receipt of this letter.

I note that your complaint includes allegations concerning unemployment insurance, IRS withholdings, and the use of congressional staff for federal campaign use.

For your information, please be advised that the above-mentioned issues are not within the purview of the Act.

Should you decide to pursue these matters before the House Committee on Standards of Official Conduct, or before any other committee or agency, it will be necessary for you to communicate directly with them.

The Commission's enforcement procedures are set forth in 2 U.S.C. §437g. Please note that 2 U.S.C. §437g(a)(3)(B) prohibits any person from making public the fact of "any notification or investigation" by the Commission without the written consent of the respondent.

If you have any questions, please call Suzanne Callahan, the staff member assigned to this matter, at 202/523-4058.

Sincerely,

William C. Oldaker
General Counsel

59040091051

59016001005

M. W. Callahan

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

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

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

2. ARTICLE ADDRESSED TO:
Andrew C. Buntley
301 E Washington Avenue
Edison, N.J.

3. ARTICLE DESCRIPTION
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 _____ *945212* _____
 (Always obtain signature of addressee or agent)

I have received the article described above
 SIGNATURE Addressee Authorized agent
Andrew C. Buntley

4. DATE OF DELIVERY *9-20-78* POSTMARK *SFP 20 PM 1978*

5. ADDRESS: (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS *PC*



FEDERAL ELECTION COMMISSION

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

September 14, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Lawrence Eggebraaten, President
Kindler Pontiac-Cadillac
324 West 9th Street
Sioux Falls, SD 57102

Re: MUR 671(78)

Dear Mr. Eggebraaten:

The Federal Election Commission has received a complaint which alleges that Kindler Pontiac-Cadillac has committed a violation of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the portion of the complaint which pertains to you is enclosed. We have numbered this matter MUR 671.

The Commission has reason to believe that the matters alleged in the complaint state a violation of 2 U.S.C. 441b. Specifically, it appears that Kindler Pontiac-Cadillac has leased an automobile to a federal campaign committee at a rate less than that usually charged. The difference between the usual rate and that charged to the Committee would constitute an in-kind contribution. Corporations are prohibited from making contributions in connection with federal elections.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Additionally, please submit answers to the enclosed questions. Where appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after your receipt of this notification.

59010091055

If you have any questions, please contact Suzanne Callahan, the staff member assigned to this matter, at 202-523-4058.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker

William C. Oldaker
General Counsel

690400910574

Callahan MUR 671

PS Form 3811, Apr 1977

RETURN RECEIPT REGISTERED, INSURED AND CERTIFIED MAIL

SENDER Complete items 1, 2, and 3 Add your address in the "RETURN TO" space on reverse		
1. The following service is requested (check one) <input type="checkbox"/> Show to whom and date delivered c <input checked="" type="checkbox"/> Show to whom, date, and address of delivery c <input type="checkbox"/> RESTRICTED DELIVERY Show to whom and date delivered c <input type="checkbox"/> RESTRICTED DELIVERY Show to whom, date, and address of delivery \$ (CONSULT POSTMASTER FOR FEES)		
2. ARTICLE ADDRESSED TO: <i>Kindler Portrae</i> <i>324 W 9 St</i> <i>Siboux Falls, SD</i>		
3. ARTICLE DESCRIPTION: <i>57102</i> REGISTERED NO. CERTIFIED NO. INSURED NO. <i>045203</i>		
(Always obtain signature of addressee or agent)		
I have received the article described above. SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent <i>Doyle A. Benson</i>		
4. DATE OF DELIVERY <i>9-18-78</i>	POSTMARK 	
5. ADDRESS (Complete only if requested) <i>324 W 9 St</i>		
6. UNABLE TO DELIVER BECAUSE:	CLERK'S INITIALS	

Please include in your response, answers to the following questions:

(1) State the time period during which Kindler Pontiac-Cadillac leased an automobile to the Larry Pressler for U.S. Senate Committee.

(2) Under what conditions of payment was the car leased? (state the manner in which all payments have been made, to whom the payments have been made and the dates on which the payments have been made)

(3) State the usual rate and lease conditions for automobiles leased by Kindler Pontiac-Cadillac.

69040091053

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)	
)	
Larry Pressler for U. S.)	MUR 671 (78)
Senate Committee)	
Kindler Pontiac-Cadillac)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on September 8, 1978, the Commission approved by a vote of 4-0 the recommendation of the General Counsel to take the following actions in the above-captioned matter:

1. Find reason to believe that the Pressler for U.S. Senate Committee may have committed a violation of 2 U.S.C. §434(b).
2. Find reason to believe that the Pressler for U.S. Senate Committee may have committed a violation of 2 U.S.C. §441b.
3. Find reason to believe that Kindler Pontiac Cadillac may have committed a violation of 2 U.S.C. §441b.
4. Send the notification letters and questions, attached to the First General Counsel's Report, to the respondents.
5. Send the notification letter, attached to the First General Counsel's Report, to the complainant.

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

Attest:

9/8/78
Date

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

Report undated
Received in Office of Commission Secretary: 9-6-78, 12:42
Circulated on 48 hour vote basis: 9-6-78, 3:30

50040091037

September 5, 1978

MEMORANDUM TO: Marge Edmunds
FROM: Elissa T. Carr
SUBJECT: MUR 671

Please have the attached First General Counsel's Report on MUR 671 distributed to the Commission on a 48 hour tally basis.

Thank you.

59040091060

December of 1977 and a car loan listed as an in-kind contribution in June of 1978; however, it is impossible to ascertain whether these entries correspond to the 1978 Ford to which the complainant refers. It appears that the committee may have committed a reporting violation for not reporting the making of an expenditure or receipt of a contribution during the reporting period in which the transaction occurred.

The complaint also states that the Committee signed a car rental lease with Kindler Pontiac-Cadillac of Sioux Falls, an incorporated dealer, for a six month period beginning May 11, 1978 at the rate of \$150 per month. According to the complainant, the dealer normally leases cars for a period of not less than 12 months and at a rate higher than that charged to the committee. If Kindler has in fact charged the Pressler committee less than the normal and usual charge for the lease, a corporate contribution may have been given to the campaign in violation of 2 U.S.C. §441(b).

The complainant further alleges that the campaign committee failed to report the use of office space in the Humboldt Medical Building for the period of "early March 1978 until July of 1978." Committee reports indicate that \$600 in rent was paid to the Medical Association on June 6th. It is not clear if that amount was to cover one months rent or the entire period agreed upon. The respondent committee should be requested to clarify the entry in question.

The complaint states that a fundraiser was held on April 15, 1978 at which food was served; the attendance was between 1000 and 1500 individuals. According to Gutzler, hamburger buns and other items were purchased from McDonalds but the expenditure was not reported. Review of committee reports indicate that an expenditure for refreshments was made during the reporting period in question but no expenditures are listed as being paid to McDonalds. Failure to report such an expenditure in excess of \$100 would be a violation of §434(b).

The complainant also alleges that a member of Pressler's congressional staff was used for campaign related duties. The Commission has previously taken the position that the U.S. Government is not considered a "person" within the meaning of 2 U.S.C. §431(h) and is therefore not capable of making a contribution requiring reporting under 2 U.S.C. §434(b)(2).

The complaint included allegations concerning unemployment insurance and IRS withholding tax; these issues are not within the purview of the Act.

RECOMMENDATION

1. Find reason to believe that the Pressler for U.S. Senate Committee may have committed a violation of 2 U.S.C. §434(b).
2. Find reason to believe that the Pressler for U.S. Senate Committee may have committed a violation of 2 U.S.C. §441b.

3. Find reason to believe that Kindler Pontiac Cadillac may have committed a violation of 2 U.S.C. §441b.
4. Send the attached notification letters and questions to the respondents.
5. Send the attached notification letter to the complainant.

ATTACHMENTS

Letter to Gutzler
Letter and questions to Lias
Letter and questions to Eggebraeten
Original complaint - labeled Attachment I (19 pages)
Updated complaint - labeled Attachment II (6 pages)

30040091063



FEDERAL ELECTION COMMISSION

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

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Rodney E. Gutzler
301 E. Washington Avenue
Salem, S.D. 57058

RE: MUR 671(78)

Dear Mr. Gutzler:

The Federal Election Commission has completed a preliminary review of your complaint and has numbered it as MUR 671. Please refer to this number in any further correspondence.

A copy of your complaint has been forwarded to the respondent. If you have any further information you wish to make available to the Commission, please submit it within five days of your receipt of this letter.

I note that your complaint includes allegations concerning unemployment insurance, IRS withholdings, and the use of congressional staff for federal campaign use.

For your information, please be advised that the above-mentioned issues are not within the purview of the Act.

Should you decide to pursue these matters before the House Committee on Standards of Official Conduct, or before any other committee or agency, it will be necessary for you to communicate directly with them.

The Commission's enforcement procedures are set forth in 2 U.S.C. §437g. Please note that 2 U.S.C. §437g(a)(3)(B) prohibits any person from making public the fact of "any notification or investigation" by the Commission without the written consent of the respondent.

If you have any questions, please call Suzanne Callahan, the staff member assigned to this matter, at 202/523-4058.

Sincerely,

William C. Oldaker
General Counsel

59040091064



FEDERAL ELECTION COMMISSION

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

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Donald W. Lias
Treasurer
Larry Pressler for U.S. Senate Committee
Rural Route 1
Humboldt, S.D. 57035

RE: MUR 671 (78)

Dear Mr. Lias:

The Federal Election Commission has received a complaint which alleges that the Larry Pressler for U.S. Senate Committee committed certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 671.

The Commission has reason to believe that the matters alleged in the complaint state a violation of 2 U.S.C. §434(b) and §441b. Specifically, it appears that the committee may have committed reporting violations for not disclosing certain transactions during the reporting period in which the transactions occurred and, further, that the committee may have been charged less than the normal and usual charge for services rendered by a corporation.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Additionally, please submit answers to the enclosed questions. Where appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your responses should be submitted within ten days after your receipt of this notification.

If you have any questions, please contact Suzanne Callahan, the staff member assigned to this matter at 202/523-4058.

This matter will remain confidential in accordance with 2 U.S.C. Section 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public.

-2-

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

Enclosures

50040091066

Please include in your response, answers to the following questions concerning the Larry Pressler for U.S. Senate Committee (the Committee):

- (1) State the time period during which the committee used a 1978 Ford LTD owned by Don's Ford-Mercury Lease of Chamberlin.
- (2) Under what conditions of payment was the car used?
- (3) State the time period during which the committee used office space in the Humboldt Medical Building.
- (4) Under what conditions of payment was the office space used?

NOTE: In your answers to the above, please detail

- (a) the manner in which all payments were made
- (b) to whom the payments were made
- (c) the dates on which the payments were made

and other information you deem relevant.

- (5) Itemize the costs incurred for the fundraising dance held by the Committee on April 15, 1978. Please include in your answer: (a) the number of persons who attended (b) the names of all vendors used, the amounts paid to each, and the date on which they were paid.

50040391067



FEDERAL ELECTION COMMISSION

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

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Lawrence Eggebraaten, President
Kindler Pontiac-Cadillac
324 West 9th Street
Sioux Falls, SD 57102

Re: MUR 671(78)

Dear Mr. Eggebraaten:

The Federal Election Commission has received a complaint which alleges that Kindler Pontiac-Cadillac has committed a violation of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the portion of the complaint which pertains to you is enclosed. We have numbered this matter MUR 671.

The Commission has reason to believe that the matters alleged in the complaint state a violation of 2 U.S.C. 441b. Specifically, it appears that Kindler Pontiac-Cadillac has leased an automobile to a federal campaign committee at a rate less than that usually charged. The difference between the usual rate and that charged to the Committee would constitute an in-kind contribution. Corporations are prohibited from making contributions in connection with federal elections.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Additionally, please submit answers to the enclosed questions. Where appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after your receipt of this notification.

50040091067

If you have any questions, please contact Suzanne Callahan, the staff member assigned to this matter, at 202-523-4058.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

Enclosures

69040091063

Please include in your response, answers to the following questions:

(1) State the time period during which Kindler Pontiac-Cadillac leased an automobile to the Larry Pressler for U.S. Senate Committee.

(2) Under what conditions of payment was the car leased? (state the manner in which all payments have been made, to whom the payments have been made and the dates on which the payments have been made)

(3) State the usual rate and lease conditions for automobiles leased by Kindler Pontiac-Cadillac.

59040091070

FILED IN 114

I

'73 AUG 4 PM 12:07

F.E.C. COMPLAINT FILED BY

RODNEY E. GUTZLER

SALEM, S.D.

8-1-78

VS

REP LARRY PRESSLER (R.S.D.)

30040091071

1 of 19

My name is Rodney Eugene Gutzler. I live at 301 East Washington Ave. in Salem South Dakota. My phone number is 605-425-2308 and my post office Box # is 601.

I am a member of the South Dakota House of Representatives and a former Pressler campaign staff worker (Feb 15th 1978 to June 15th 1978). It is as a citizen of South Dakota and not a candidate nor in behalf of any candidate that I hereby file this complaint regarding the Larry Pressler for United States Senate Campaign. My complaint is as follows:

1) The Pressler for United States Senate campaign used a 1978 Ford LTD during the period of January 1978 to April 20th 1978 without reporting this auto on any pre-primary F.E.C. reports as a donation, expense, or a debt to be paid. The above mentioned auto was used just for campaign purposes and was not the private auto of the candidate. In late March 1978 Roger Johnson the office manager, issued an office memo which forbid anyone from using the auto for anything other than campaign. Use of this auto ended on April 20th 1978 when Roger Johnson had an accident with it in Sioux Falls. Exhibit "B" is a photo copy of that accident report. Exhibit "A" are the ownership records for said auto showing the owner to be Don's Ford-Mercury Lease of Chamberlain, S.D. during the time in question. Drivers of this auto included along with myself, Rep Pressler, Roger Johnson, Lane Gruenwald (aide), and Wendy Johnson (aide). All of those listed would have 1st hand information regarding the use of the LTD Ford. Failure to report the use of this auto is a clear attempt to mislead the voters of this state. It was not until June 27th 1978 and after stories began to run in the Sioux Falls Argus Leader that Pressler made any attempt to pay for or report the payment for use of this auto. A clear attempt to cover up wrong doing on the part of the campaign.

2) The Pressler for United States Senate campaign failed to report a 1978 Pontiac Catalina leased from Kindler Pont.-Cad. of Sioux Falls, S.D. (see exhibit "C" which is a copy of that lease agreement.) Inspection of the lease will produce the following facts:

- a) The Lessor is Larry Pressler for U.S. Senate, Don Lias Humboldt Treas.
- b) The lease is dated May 11th 1978
- c) The lease is signed by Don Lias campaign Treas.
- d) The lease is for a 6 month period to start May 11th 1978
- e) The lease price is \$150 per month.
- f) The 1st 150.00 is payable in advance on May 11th, 1978.

With these facts in mind the complaint takes on several aspects:

- a) \$150.00 per the lease agreement was to be paid on May 11th 1978 yet F.E.C. reports for the period 4-1-78 to 5-22-78 (the period in question) show no record of any such lease payment, nor does it show as a debt or contribution.
- b) \$150.00 per month for a 1978 Pont. Cat. is lower than the private citizen can lease that same car for that dealer.
- c) The dealer will not lease a car for less than 12 months to a private citizen.

Points "b and c" were verified on June 14th by Jeff Stinson a reporter for the Sioux Falls Argus Leader. He tried on that date to lease that type of Auto from that same dealer and received a quote of aprox. \$225 per month and not less than one year on the lease. This raises the question of an illegal Corporate contribution since Kindler Pont-Cad is a corporation.

3) The Pressler campaign failed to report the use of the Campaign office located in Humboldt, South Dakota in a building known as the Humboldt medical building. This office was used from early March 1978 until July of 1978 when Hqrs were moved to Sioux Falls S.D. (This does not mean that the campaign no longer uses the building but at least some functions have been moved to Sioux Falls) No pre-primary report was made to the F.E.C. even though the building was used in total by the Pressler campaign. Coverage for liability insurance for this building was handled by Howalt McCowell Ins of Sioux Falls, S.D.. Payment for such insurance appears on page 4 of 10 on the F.E.C. report for the period 1-1-78 to 3-31-78. Roger Johnson, office manager, secured a lease agreement with the Humboldt Medical Assn. in late March 1978 which should still be in existence. The only office rental expense reported was for the Rapid City office in Rapid City, SD. Rental of the Humboldt office should have been reported to the voters prior to the June 6th primary.

4) The F.E.C. report for the period of 4-1-78 to 5-22-78 shows proceeds of \$1032.00 for a Pressler for Senate dance held in Humboldt, S.D. on April 15th, 1978. No where in the pre-primary reports are there records of any expenses for that dance or in-kind contributions for items donated for that dance even though the dance featured a lunch of roast beef. A McDonalds truck from McDonalds Hamburgers with buns sent by Max Pasley of Sioux Falls however no report is made of any donation or expense or debt. No report is made for expense, donation, or debt for the beef provided to the dance goers. The expected attendance was from 1000 to 1500 so there was alot of beef.

5) No unemployment insurance account was set up with the South Dakota D.O.L. as of June 15th, 1978 even though South Dakota law requires it. At no time during my stay with the campaign were there less than three employees.

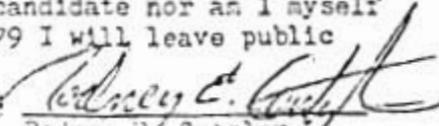
6) Withholdings were done wrong per IRS regulations until I brought pressure through the press. My account was corrected June 29th 1978 (see exhibit "D") however, other employees may remain incorrect.

7) The Pressler campaign used the Washington D.C. Congressional office for campaign use. Exhibit "E & F" are a good example. The exhibit shows:

- 1) The letter was typed on campaign stationery
- 2) The letter was typed by "ER" the code for Eleanor Rhodes, Pressler's Congressional secretary in the Washington D.C. office.
- 3) The letter was dated Ap. 19th, 1978
- 4) The letter was mailed from Washington Ap 21, 1978.

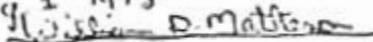
On June 25th 1978 Pressler blamed me for typing this same letter on Sioux Falls Congressional memo typewriter equipment in an article that ran in the Sioux Falls Argus Leader. As you can see the letter was typed in Washington by his own Congressional staff. This is a misuse of the taxpayers equipaent and labor.

I file this complaint in my own behalf and that of the people of South Dakota. This complaint is not intended to be in behalf of any candidate nor am I myself a candidate for re-election in 1978. As of January 1979 I will leave public office.

SIGNED: 
Rodney E. Gutzler
Box 601, Salem, S.D.

DATED: 8-1-78

3 of 19

Signed before William O Matheson Notary Public
for South Dakota Aug 1 1978

My Commission Expires 10-2-1980

50040091073

100110707
11
Exhibit A

Department of Title To All Motor Vehicle Titles in Texas
STATE OF TEXAS

THIS IS TO CERTIFY THAT THE FOLLOWING IS A LEASE MOTOR VEHICLE LEASE OR TRAVEL LOAN

12-13-77	1970	4032
12-13-77	FORD	LTD
12-13-77	1970	4032

CONS FORD MERCURY LEASE
CHARUCLAIN

12 13 77

AMOUNT \$ _____
HELD BY _____
ADDRESS _____

DATE OF NOTATION _____
SIGNATURE _____
AMOUNT \$ _____
LEASER'S NAME _____
DATE OF CANCELLATION _____
SIGNATURE _____
SECOND LIEN

DATE OF NOTATION _____
SIGNATURE _____
AMOUNT \$ _____
LEASER'S NAME _____
DATE OF CANCELLATION _____
SIGNATURE _____
THIRD LIEN

DATE OF NOTATION _____
SIGNATURE _____
AMOUNT \$ _____
LEASER'S NAME _____
DATE OF CANCELLATION _____
SIGNATURE _____



4819

The following must be presented when applying for title and registration of a motor vehicle not previously titled and registered in South Dakota (1) This application (2) Copy of Federal Price Label or State Advance Notice of new motor vehicle and sold by a licensed South Dakota dealer, or the purchase or bill of sale if vehicle is purchased used or outside the state of South Dakota (3) Tangible evidence of the amount of a similar tax paid in another state (qualified for military personnel only) (4) A tax credit is claimed (4) A certificate of title and registration tax due

TITLE NO.
 LICENSE NO. BL4156
 DATE ASSIGNED
 MONTH 1 DAY 1 YEAR 1977

CERTIFICATE TITLE NO. 57144

NAME Don's Ford - Mercury Lease

STREET NO. Chamberlain CITY Chamberlain COUNTY Butte STATE SD

DESCRIPTION OF VEHICLE: (CAUTION USE CARE IN LISTING YOUR MODEL AND SERIAL NUMBER CORRECTLY)
 NEW USED MAKE FORD SERIAL NO. 8P63S-103611 MODEL LTD
 BODY TYPE 4 door hardtop YEAR 1975 WEIGHT 4032 COLOR cream NO. OF CYLS 8 ENG. CU. IN. 400

STATEMENT OF ALL LIENS, MORTGAGES OR ENCUMBRANCES

1ST LIENHOLDER (AMOUNT OF LIEN NAME & ADDRESS OF LIENHOLDER)
 2ND LIEN

1. ACCESSORIES (AIR COND) (POWER STR) (AUTO TRANS) (TILT ST WHL) (VINYL ROOF) (STEREO/RADI) (SPEED CONT)
 MUST BE LISTED YES NO YES NO YES NO YES NO YES NO YES NO

2. TRUCKS AND OTHER COMMERCIAL VEHICLES GAS DIESEL LPG
 WHEEL BASE NO. OF WHEELS
 3. MOBILE HOMES, REC. VEHICLES AND TRAILERS WIDTH LENGTH
 NO. OF BEDROOMS WGT
 4. MOUNTED EQUIP ON TRUCKS (DEALER MUST COLLECT SALES TAX)
 DOES VEHICLE HAVE MOUNTED EQUIP? YES NO
 HAS SD USE OR SALES TAX BEEN PAID? YES NO

5. DESC. & COST OF MOUNTED EQUIP.

6. PURCHASED FROM
 NAME Don's Ford - Mercury
 STREET East Hwy. 160
 CITY Chamberlain, SD 57325
 STATE DATE
 TITLE SURRENDERED FROM STATE OF
 TITLE NUMBER PURCHASE PRICE
 RESIDENT NON RESIDENT MILITARY

7. CERTIFICATE OF NON-RESIDENT:
 (TANGIBLE EVIDENCE OF NON RESIDENT AND EMPLOYMENT)
 DATE BEGINNING RESIDENCE IN SD MONTH DAY YEAR
 EMPLOYMENT IN S.D. MONTH DAY YEAR
 8. CERTIFICATE OF MILITARY PERSONNEL
 ACTIVE DUTY AT PRESENT TIME WITH BRANCH
 DATES OF ACTIVE DUTY
 MONTH DAY YEAR MONTH DAY YEAR
 DISCHARGE DATE MONTH DAY YEAR

10. DEALER PRICE CERTIFICATION
 I hereby certify that item 11 below is the manufacturers suggested list price or the purchase price of a new vehicle which ever is greater or, the Guidebook price or purchase price of a used vehicle which ever is greater.

DEALERS NAME Don's Ford - Mercury DEALER NO. 287 TITLE Buyer
 SIGNATURE NOTARY PUBLIC
 SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY MONTH AND YEAR

WITHOUT THE INFORMATION ABOVE COMPLETE - TAX WILL BE COMPUTED AS FULLY EQUIPPED AND TITLES HELD

11. TAX COMPUTATION
 A. NEWS 7739.00 OR USED \$ X 03% TAX \$ 232.17 MV REGISTRATION TAX DUE
 B. CREDIT FOR SIMILAR TAX PAID IN ANOTHER STATE WITH EVIDENCE \$
 C. BALANCE OF TAX DUE AND PAYABLE \$
 DO NOT USE THIS SPACE

DO NOT USE THIS SPACE
 APPROVED
 NOV 30 1977

12. OWNER'S SIGNATURE
 SUBSCRIBED & SWORN TO BEFORE ME THIS DAY MONTH AND YEAR
 SIGNATURE OF NOTARY PUBLIC OR COUNTY TREASURER

Statement of Origin for Motor Vehicle

The undersigned Corporation, Firm, Trade Company, hereby certifies that the new motor vehicle described below, manufactured or imported by and the property of said Corporation has been transferred by it

to the Distributor, Dealer, etc. 103611 0

to WESLEY W. MERCURY

whose address is (Street, City and State) Box 16 East

CHAMPLAIN SD 57325

Trade Name FORD Series or Model 63 Year 1978

Body Type FORD LTD 4-DR PD HT No. Cyl 9

Manufacturer's Motor Vehicle Identification No. 4R39103611

H.P. (SAE) 21.00 Shipping Weight 4032

If Truck or Commercial Vehicle, Give Capacity (To be given in terms as required by the State)

The Corporation further certifies that its said transfer was the first transfer by it of such new motor vehicle in ordinary trade and commerce.

Dearborn, Michigan

68 19

FIRST ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers the Statement of Origin and the motor vehicle described herein to Donna M. Schaefer - LEASE
Make Subaru Model Outback Year 2007
I warrant that the vehicle is new and has not been registered in this or any other state, he also warrants the title and motor vehicle of time of delivery, subject to the liens and encumbrances, if any, as set out below:

Signed 11/27/07 at 1977 W. Chambers St. S. Duluth
Donna M. Schaefer 11/27/07
I, the undersigned, do hereby certify that the statements set forth above are true and correct.
(Notary Seal) Notary Public Donald L. Schaefer 19____
for Subaru County, State of MD

SECOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers the Statement of Origin and the motor vehicle described herein to _____
I warrant that the vehicle is new and has not been registered in this or any other state, he also warrants the title and motor vehicle of time of delivery, subject to the liens and encumbrances, if any, as set out below:

Signed _____ 19____ of _____
By _____ Position _____
I, the undersigned, do hereby certify that the statements set forth above are true and correct.
(Notary Seal) Notary Public _____ 19____
for _____ County, State of _____

THIRD ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers the Statement of Origin and the motor vehicle described herein to _____
I warrant that the vehicle is new and has not been registered in this or any other state, he also warrants the title and motor vehicle of time of delivery, subject to the liens and encumbrances, if any, as set out below:

Signed _____ 19____ of _____
By _____ Position _____
I, the undersigned, do hereby certify that the statements set forth above are true and correct.
(Notary Seal) Notary Public _____ 19____
for _____ County, State of _____

OFFICE OF TRAFFIC COACH

NAME		STATE
ADDRESS		CITY
FIRST LINE		SECOND LINE
ENDORSEMENT		DATE OF CANCELLATION
SIGNATURE		
FIRST LINE		SECOND LINE
ENDORSEMENT		DATE OF CANCELLATION
SIGNATURE		
FIRST LINE		SECOND LINE
ENDORSEMENT		DATE OF CANCELLATION
SIGNATURE		

8 of 19

CONDITIONS

VEHICLE LIGHTS: HEADLIGHTS, BRAKE LIGHTS, TAIL LIGHTS, SIDE LIGHTS, MISC. LIGHTS

VEHICLE CONDITION: OVERHEAT, OIL LEAK, FLUIDS, TIRE PRESSURE, WORN TIRES, OTHER

DRIVER CONDITIONS: DROWSY, DISTRACTED, IMPAIRED, OTHER

WEATHER: CLEAR, CLOUDY, RAIN, WIND, FOG, HAZE, OTHER

ROAD SURFACE: PAVED, UNPAVED, OTHER

TRAFFIC CONTROL: STOP SIGN, YIELD SIGN, STOP & GO SIGNAL, TRAFFIC SIGNAL, NO TRAFFIC CONTROL

ALCOHOL TEST: DRIVER NO. 1, DRIVER NO. 2, FUGITIVE NO. REQUESTED, ADM. REGISTERED, NO TEST

#1 Failure to stop for red light

IDENTIFICATION

POLICE NOTIFIED: DATE: 4-20-78 TIME: 1033 A.M. / P.M. THIS OFFICER AGENCY: 1038 A.M. / P.M. PHOTO TAKEN: YES NO

ACCIDENT REPORTED BY: 1 CODE: 1

REPORTING OFFICER: D. RUTHERHAM RACE NO.: 20 DEPARTMENT: S.F.P.D. DATE: 4/20/78

APPROVED BY: Sgt. Meyer DATE APPROVED: 4/20/78

NARRATIVE

ACCIDENT DESCRIPTION: A vehicle was westbound on 26th; failed to observe red light at 26th & Phillips & collided with vehicle #2 which was northbound on Phillips.

INDICATE PRIMARY CAUSE OF ACCIDENT: Failure to stop for red light

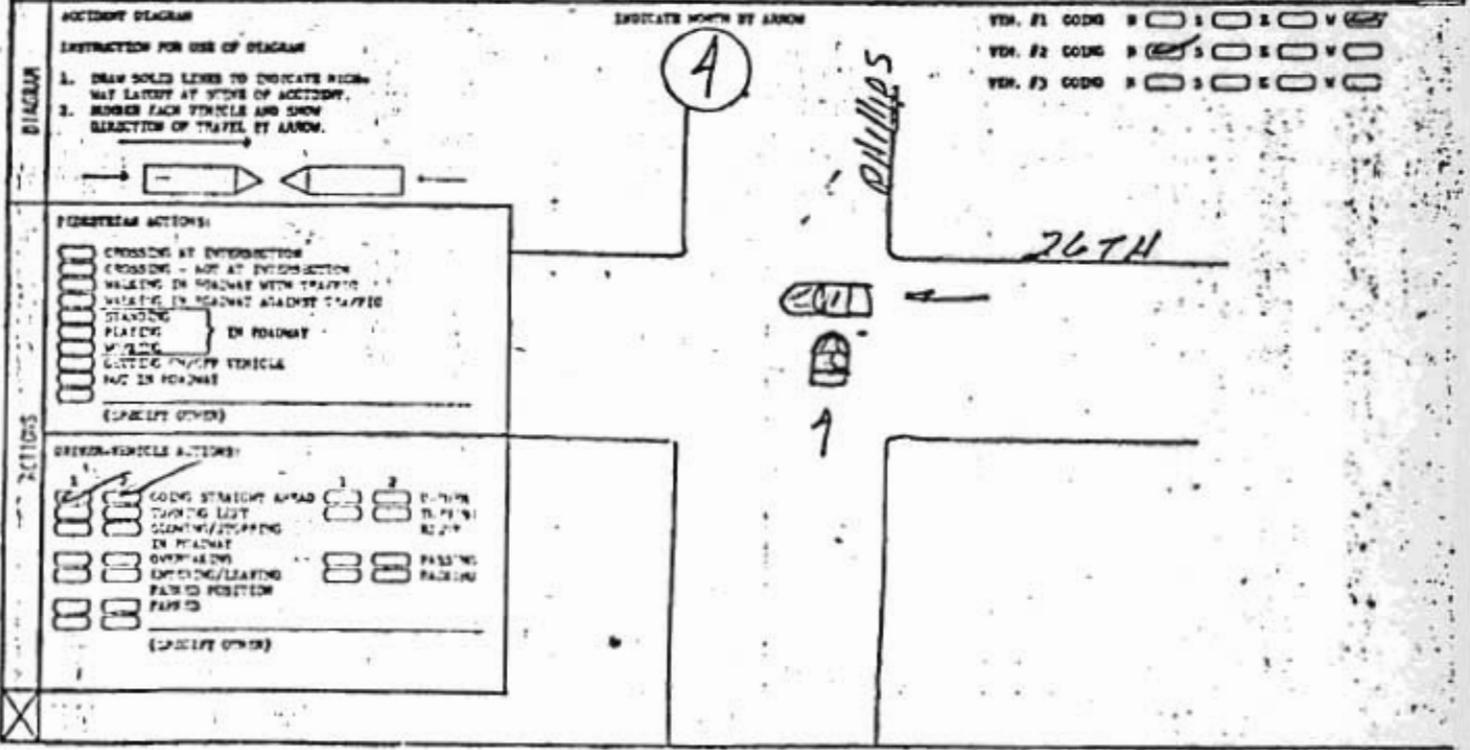


Exhibit B
2 of 2

12819

(Exhibit C)
1 of 2

AUTOMOBILE LEASE AGREEMENT

This agreement, made this 11 day of May, 1978, between KINDLER PONTIAC-CADILLAC, INC., 324 West 9th Street, Sioux Falls, South Dakota, hereinafter called the LESSOR, and Larry Pressler for U.S. Senate

Rt. 1 Humboldt, S.D. 57035

hereinafter called the LESSEE.

LESSOR agrees to lease the following described automobile(s):

<u>Make and Equipment</u>	<u>Year</u>	<u>Model</u>	<u>Serial Number</u>	<u>Rental per Month</u>
<u>Pontiac Catalina</u>	<u>1978</u>	<u>Catalina</u>	<u>215A3P110661</u>	<u>\$150.00</u>

Additional Charges

for the period of 6 Months Months from May 11, 1978 to November 11, 1978.

subject to the monthly rental, terms and conditions set forth below:

1. The LESSEE shall pay to the LESSOR a monthly rental of \$150.00 per month for 6 months. Lessor agrees to pay sales tax and buy license plates.

There will be a 12,000 mile limit on this EXHIBIT 6 month lease.

Monthly payment of \$150.00 shall be paid in advance on the 11th day of each month for the term hereof, and during any renewal period. For each leased automobile used by LESSEE in excess of Twenty thousand (20,000) miles per year during the initial period of the within lease, or during any like renewal period, LESSEE agrees to pay additional rental at the rate of Twenty and no/100 dollars (\$20.00) per one thousand (1,000) miles of such excess mileage. The LESSEE understands and agrees all payments must be made on or before due date, and agrees to pay a penalty of Twenty-five dollars (\$25.00) whenever any payment becomes five (5) days delinquent.

2. LESSEE agrees to use reasonable care in the operation of said automobile(s) and, in good faith, to require reasonable care from users authorized by LESSEE hereunder. LESSEE further agrees to provide and pay for all gasoline, oil and washer, LESSEE will maintain the proper oil level in the crankcase with a complete oil change at intervals of not more than three thousand (3,000) miles. LESSEE will provide and maintain an anti-freeze solution for the protection of the cooling system.

3. LESSEE shall at all times keep and maintain the automobile(s) hereunder in good condition including repairs, servicing, and lubrication, and shall furnish where required or furnish or replace necessary equipment and accessories for the proper operation and use of such automobile(s), including tires, battery, and lights.

4. LESSEE shall save KINDLER PONTIAC-CADILLAC, INC., harmless for any damage or loss in excess of insurance coverage suffered by the LESSEE resulting from defective mechanical condition, tires or LESSEE'S operation of the vehicle. LESSEE agrees to furnish LESSOR with an abstract of its insurance policy covering LESSEE and LESSEE, for the vehicle leased hereunder, during the term of the lease, for the following minimum limits: Public Liability \$100,000

CADILLAC, INC., for the said deductible amount for such but no ...

5. LESSEE agrees to inform the LESSOR immediately reported by accident, collision or other damage to the said automobile(s).

6. LESSEE agrees that it will, and will cause its employees, agents, and employees, and their families to cooperate fully with LESSOR and ALLIANCE in all matters required by this lease, in the investigation, prosecution and defense of any claims arising from all hazards insured hereunder.

7. If LESSEE shall be in default under any voluntary assignment or agreement; if LESSEE shall file a voluntary petition in bankruptcy, shall make an assignment for the benefit of creditors or shall be adjudicated a bankrupt; if a receiver shall be appointed for LESSEE'S business; or if LESSOR deems itself insecure, LESSEE, any of its agents, employees or subcontractors without notice to LESSEE and shall thereupon be entitled to terminate possession of any and all automobile(s) in LESSEE'S possession hereunder. In the event this agreement shall be so terminated, LESSEE shall not be released from its obligations for LESSEE'S failure to make any of the payments required by this agreement, or for any other future or liability to perform the conditions of this agreement, and LESSEE, hereinafter, shall remain liable for any suffered through or loss caused by such representations. In the event any legal proceeding shall be instituted by LESSOR against LESSEE to recover any sums due or to become due hereunder and/or for the possession of the automobile(s) listed hereunder, LESSEE shall pay to LESSOR as and for attorneys' fees a reasonable sum (1 1/2% of the amount due for if permitted by law) but in no event less than Fifty Dollars (\$50.00).

10/19

RECEIVED

Exhibit
2/2

8. At any time during the initial or any renewal term of the within lease, the LESSEE may replace the above described automobile(s) with an automobile(s) of the same make, year, model, such replacement being in equal or better operating condition. In such event, the terms and conditions of the within lease shall apply to such replacement automobile for the term of this agreement, or any renewal thereof.

9. This lease shall be renewed automatically at the end of the initial period or any renewal period, unless thirty (30) days or more prior to expiration of the within lease, either party notifies the other in writing of its intention to terminate same. It is agreed that during said renewal period either may terminate this lease upon thirty (30) days notice in writing to the other of its intention to do so.

10. LESSEE agrees to permit said automobile(s) to be used only by LESSEE, (His) (his) agents or employees or the members of the immediate families thereof, and by no others. The operator or driver of said automobile(s) shall have authority to act on behalf of the LESSEE under any circumstances. The LESSEE also agrees to use the automobile(s) only as a road passenger car and under no circumstances will he use or allow it to be used for a taxi, in type of racing, or in any commercial service.

11. LESSOR shall not be liable for any loss in the interruption of, or damage to the LESSEE'S business, not be liable to any of the authorized users or members, in connection with any operating failure of said automobile(s), or to any delay in making repairs thereon or furnishing replacement(s) therefor.

12. LESSEE agrees to indemnify and save the LESSOR harmless from any and all claims, asserted by third parties, LESSEE'S employees, agents, authorized or unauthorized users arising out of and in any way connected with the operation, use or condition of the automobiles leased hereunder, including parking fines and traffic violations.

13. It is expressly understood and agreed that this agreement is a contract of lease only, and that the LESSEE acquires not ownership, title, or property right or interest in, of, or to the said automobile(s) and equipment. Any accessories installed on said automobile by the LESSEE may be removed upon expiration of this lease. If such removal shall, in the opinion of the LESSOR, cause damage to said automobile(s), the LESSOR agrees to pay the LESSEE for such damage.

14. The LESSEE agrees to return the automobile(s) or such substitutes therefor, if any, to RIMMER FURNACE-GRINDING, INC., 324 West 9th Street, Sioux Falls, South Dakota, in as good condition as when received, ordinary wear and tear excepted, on the expiration date of the lease, or any renewal thereof.

15. All the terms, conditions and provisions of the within lease, and of the lease for the automobile(s) leased hereunder, shall apply to the use of any and all replacement(s), whether during the initial period or any renewal period.

16. This lease may not be assigned. Any indulgence granted by the LESSOR shall not be construed as a waiver of any right, term, condition or privilege granted hereunder.

17. This agreement, and the Supplemental Open-end automobile Lease agreement, and the Supplemental Maintenance Agreement, when signed and made part hereof, constituted the entire agreement between LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this

TITLE RESEARCHER

TITLE V.P., Sec. Tr.

Address _____

TITLE _____

Y: X 1/11/54

ITM: 1000

ESSCH Kindler von Lie-Cadillac Leasing

E. D. ...

ITM: 1000

U: 1000

Y: _____

1/11/54

RESEARCHER

LARRY PRESSLER

Rural Route 1
Humboldt, S.D. 57035



(Exhibit E)



Mr. and Mrs. Loren Gutzler
100 E. Lincoln
Salem, SD 57508

18 of 19

LARRY PRESSLER
FOR U.S. SENATE

Exhibit D



Rural Route 1
Humboldt, S.D. 57035



June 29, 1978

Rodney Gutzler
301 E. Washington
Salem, SD 57058

Dear Mr. Gutzler:

Enclosed is a check for \$433.35 as two weeks severance pay of \$900, less deductions. Although there was no agreement of any severance pay with you, we are following the general practice of paying you two weeks severance pay.

In closing your account, the extra deductions of \$311.10 cover social security and income tax for the period of February 15-March 15, 1978 not previously withheld. This amount is being forwarded to the Internal Revenue Service for credit to your account and we will send you your W-2 statement for 1978 within the next 10 days.

Sincerely yours,

Don Lias
Campaign Manager

Enclosure

17819

LARRY PRESSLER
FOR U.S. SENATE

(LARRY F)



Rural Route 1
Humboldt, S.D. 57035

April 19, 1978

Mr. and Mrs. Loren Gutzler
100 E. Lincoln
Salem, SD 57058

Dear Virginia and Loren:

Thank you so much for helping out at the Salem coffee party Sunday. It was a fine party and I certainly appreciate all the effort the two of you put into it to make it so successful.

I am deeply grateful for your friendship and support and hope you will give me any ideas you might have for my campaign as well as my work here in Congress.

Hope to see both of you again soon.

Sincerely,

Larry Pressler
Larry Pressler
Your Congressman

LP:er

198 19

Langan

SOUTH DAKOTA STATE LEGISLATURE

PIERRE, SOUTH DAKOTA

II
"160" 4509
FEDERAL ELECTION
COMMISSION

78 AUG 14 PM 12:15

HOUSE OF REPRESENTATIVES



805348

My name is Rodney E. Gutzler. I live at 301 E. Washington Ave. in Salem, South Dakota. My Phone # is 605-425-2308 and post office box# is 601.

I would like to correct the intent of complaint number four of the complaint I have filed with your office at an earlier date. The sentence reading: "A McDonalds truck from McDonalds Hamburgers with buns was sent by Max Pasley of Sioux Falls however no report is made of any donation or expense or debt." is in error. The statement was not correct and should have read: "Hamburger buns and other items were purchased from McDonalds hamburgers of Sioux Falls and payment was made, yet no report is made of such expenses on F.E.C. reports." Please make that correction on the complaint. The charge of wrong doing was not to infer that Max Pasley the contact at McDonalds had done wrong, but that the campaign had done wrong in not reporting the expense. Also the items were not delivered by McDonalds but were picked up by people from the campaign, a minor point that required correction for the sake of being accurate.

I have uncovered more evidence which relates to my earlier complaint regarding Congressman Larry Pressler (R-SD).

Item #1 of my complaint dealt with the use of a 1978 LTD Ford and the failure to report said Auto to the F.E.C as required within 60 days of the date of the arrangement. I am today submitting an accident report dated 12-4-77 that clearly shows the auto was in use by the campaign as early as 12-4-77. This would make the last legal date to report its use March 4th, 1978. As you will note, report was not made until June 27th, 1978. You will note the following items match on both reports:

- 1) The M.V.S.I. numbers are one and the same.
- 2) The License plate number is the same. The only change from the 1977 to 1978 plates were a small sticker in one corner of the plate. The number stays the same.
- 3) The Vehicle ID number is the same
- 4) The make and Body Style is the same.
- 5) The April 20th report is in error where Roger Johnson said the car was a 1977 model. Both Roger and I thought the car was a 1977 but we were wrong -- it was a 1978.
- 6) The April 20th report shows the owner as Schoenhard Ford Chamberlain, SD which is in error. Lee Schoenhard is connected with Don's Ford-Merc Lease and was the person making the in-kind donation and thus the error by Roger Johnson the Office Mgr. The intent is not to show wrong doing on the part of Mr. Schoenhard. Mr Schoenhard had no way to control or effect campaign reporting. The wrong doing lies with Mr. Pressler and he alone.

1 of 6

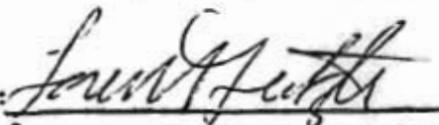
I would like to state for the record that when I joined the campaign Feb 15th 1978, the LTD Ford was in use and did have a red tag for the Brookings accident showing damage from impact on the right front corner of the front bumper. The protector guard strip had been broken and the \$25 repair estimate shown on the Accident report seems to be a good estimate of repair cost.

I maintain that the auto of 12-4-77 and 4-20-78 are one in the same and that Congressman Larry Pressler did intentionally fail to report its use in an attempt to deceive the voters of South Dakota in the Primary held in this state June 6th, 1978.

Signed:


Rodney E. Gutzler
Box 601, Salem, South Dakota 57058

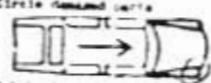
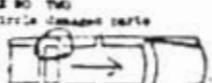
Notary:


Commission Expires 6/22/80

Seal:

69040091091

ACCIDENT NO. 69040091092

TIME	DATE OF ACCIDENT <u>12/11/71</u>	HOUR <u>12:00</u>	MIN <u>00</u>	SEC <u>00</u>	A.M. <input type="checkbox"/>	P.M. <input checked="" type="checkbox"/>	HOW MANY VEHICLES INVOLVED <u>2</u>	
LOCATION	PLACE WHERE ACCIDENT OCCURRED: COUNTY <u>Brookings</u>		INVESTIGATION AT SCENE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		INVESTIGATED BY: <input type="checkbox"/> HP <input type="checkbox"/> SO <input checked="" type="checkbox"/> PD <input type="checkbox"/> SIA			DISPL. (Office Use)
OBJECT	ROAD ON WHICH ACCIDENT OCCURRED: <u>4th St.</u>		STATION: <input checked="" type="checkbox"/> U.S. OR STATE <input type="checkbox"/> COUNTY <input type="checkbox"/> CITY ST. <input type="checkbox"/> TWP. <input type="checkbox"/> OTHER		IF NOT AT INTERSECTION: <u>Medary Ave.</u>			IF URBAN: _____ (City or Town)
DRIVER NO. 1	NAME OF DRIVER <u>Charles Henry</u>		SEX <u>M</u>		NAME OF DRIVER <u>Carolyn Clark</u>			SEX <u>F</u>
DRIVER NO. 2	ADDRESS <u>R.F. 1 in hold, SD</u>		AGE <u>35</u>		ADDRESS <u>RR # 2 box 21 Brookings, SD</u>			AGE <u>42</u>
VEHICLE NO. 1	LICENSE NO. <u>4277-236</u>		STATE <u>SD</u>		LICENSE NO. <u>15131-133</u>			STATE <u>SD</u>
VEHICLE NO. 2	TYPE OF LICENSE <u>vehicle</u>		LICENSE RESTRICTIONS <input type="checkbox"/> NONE		TYPE OF LICENSE <u>vehicle</u>			LICENSE RESTRICTIONS <input type="checkbox"/> NONE
OWNER	MODEL TR <u>78 Ford</u>		YEAR <u>77</u>		MODEL TR <u>77 Chevrolet</u>			YEAR <u>77</u>
INSURANCE	NAME OF REGISTERED OWNER <u>Don's Ford and Mercury Chamberlain, S.D.</u>		NAME OF REGISTERED OWNER <u>Wayne Doop</u>		VEHICLE IDENTIFICATION NO. (VIN) <u>116071053148</u>			VEHICLE IDENTIFICATION NO. (VIN) <u>116071053148</u>
INVESTIGATOR	ACCOUNT OF (SPECIFY OTHER) VIN		SEAT POS.		ACCOUNT OF (SPECIFY OTHER) VIN			SEAT POS.
VEHICLE DAMAGE	ESTIMATED AMOUNT OF DAMAGE \$ <u>25.00</u>		VEHICLE NO. ONE Circle damaged parts 		ESTIMATED AMOUNT OF DAMAGE \$ <u>350.00</u>			VEHICLE NO. TWO Circle damaged parts 

3 of 6

3040091093

CONDITIONS

FAILED TO SIGNAL PROPERLY
 DISOBEY SIGNAL
 IMPROPER TURNING
 IMPROPER PARKING
 IMPROPER START FROM PARKED POSITION
 OTHER IMPROPER DRIVING ON WRONG SIDE OF ROAD
 ADMITTED FOR

OTHER
 NO YALID STICKER

LIGHT CONDITION

DAYLIGHT
 Dusk
 DARKNESS

ROAD SURFACE TYPE

DIRT
 GRAVEL
 BITUMINOUS (BLACK TOP)
 CONCRETE
 OTHER

ROAD CHARACTER

(CHECK ALL THAT APPLY)

STRAIGHT ROAD
 CURVE
 LEVEL
 ON GRADE
 HILL CREST

BRIDGE
 INTERCHANGE
 R & CROSSING
 INTERSECTION

TRAFFIC CONTROL

STOP SIGN
 YIELD SIGN
 STOP & GO SIGNAL
 R. R. SIGNAL
 OTHER
 NO TRAFFIC CONTROL

DRIVER CONDITIONS

1
 2
 3

DWI
 DRIVING - ABILITY IMPAIRED
 DRIVING - ABILITY UNKNOWN
 PHYSICAL IMPAIRMENT
 VERY TIRED

MOTORCYCLE SAFETY EQUIPMENT

HELMET USED
 HELMET & EYE PROTECTION USED
 HELMET NOT USED
 UNKNOWN

TRAFFIC FLOW

TEMP. CHANGE IN TRAFFIC DIRECTION

YES NO

TRAFFIC LANE

TEMP. REDUCTION IN NO. LANES
 TEMP. REDUCTION IN LANE WIDTH
 NONE

DEPENDENCY ACTION (Citations, Fines, Penalties, etc.)

DRIVER NO. 1
 DRIVER NO. 2
 PEDESTRIAN NO.

ALCOHOL TEST

REQUESTED FOR
 ADMINISTERED TO
 NO TEST

INVESTIGATION

POLICE NOTIFIED: DATE: 12/1/77 TIME: 12:42 A.M. P.M. OFFICER ARRIVED: 12:45 A.M. P.M. PHOTOS TAKEN: YES NO

ACCIDENT REPORTED BY: Mark Jurot HOW REPORTED: telephone

REPORTING OFFICER: Det. J. Walsh R.A.S.E. NO. DEPARTMENT: police DATE: 12/1/77

APPROVED BY: DATE APPROVED: AGENCIES NOTIFIED:

ACCIDENT DESCRIPTION

Vehicle no. 1 was in the intersection of eddy and sixth St an

vehicle no 1 approached and in attempting to stop slid into vehicle no2. due to extremely icy street.

INDICATE PRIMARY CAUSE OF ACCIDENT:

ACCIDENT DIAGRAM

INSTRUCTION FOR USE OF DIAGRAM

1. DRAW GUIDE LINES TO INDICATE HIGHWAY LAYOUT AT SCENE OF ACCIDENT
 2. NUMBER EACH VEHICLE AND SHOW DIRECTION OF TRAVEL BY ARROW

INDICATE NORTH BY ARROW

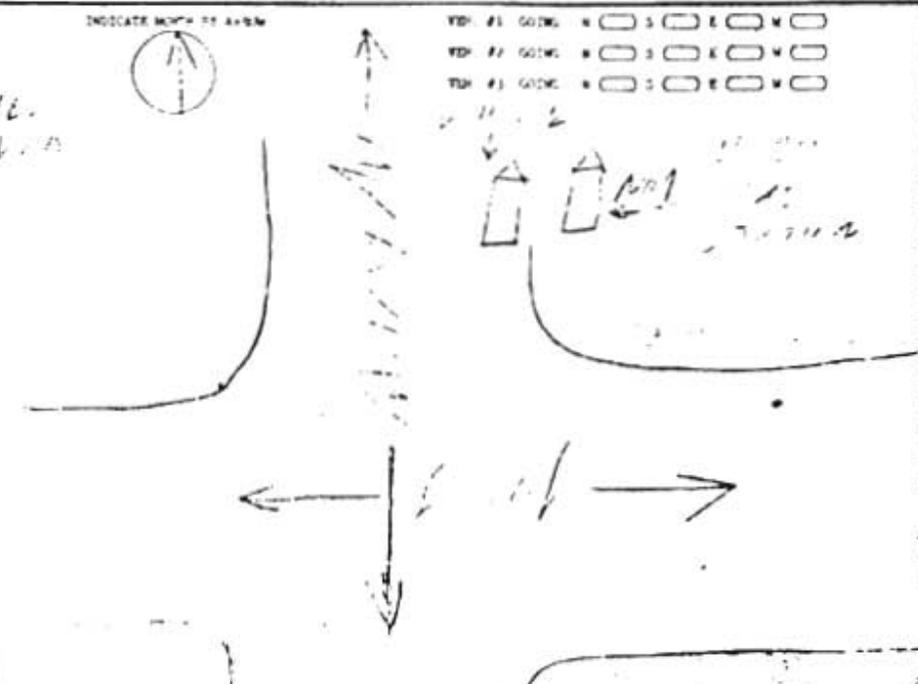
YEP #1 GOING N S E W
 YEP #2 GOING N S E W
 YEP #3 GOING N S E W

VEHICLE ACTIONS

STOPPING AT INTERSECTION
 STOPPING - NOT AT INTERSECTION
 BRAKING OR SLIDING WITH TRAFFIC
 STOPPING IN REVERSE AGAINST TRAFFIC
 STOPPING IN REVERSE
 STOPPING ON TOP OF VEHICLE
 NOT IN REVERSE
 (EXCEPT OTHER)

OTHER-VARIABLE ACTIONS

1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 (EXCEPT OTHER)



4 of 6

ACCIDENT NO. 1

(2 State Highways)

000010 HIGHWAY JUNCTION OF

LOCATION

(See This Additional Line, If Necessary, To Identify Location of Accident)

ROAD ON WHICH ACCIDENT OCCURRED: Phillips Ave
AT ITS INTERSECTION WITH: 26TH ST
IF NOT AT INTERSECTION: STREET: U.S. OR STATE HIGHWAY () CITY ST. () TWP. () OTHER
IF OPEN: Sioux Falls (City or Town)
IF NOT AT INTERSECTION: FEET () OF () (Show Nearest Intersecting Street)

DAMAGE

NAME OF OBJECT STRUCK (LIST EVEN IF NOT DAMAGED) LOCATION OF OBJECT (ON OR OFF HIGHWAY) DAMAGE

DRIVER NO. 1

NAME OF DRIVER: Johnson, Roger Kent
SEX: M
AGE: 36
ADDRESS: 303 W 12th #4 SFSO
LICENSE NO.: T525 744 465 681 MINN
DATE OF BIRTH: 9-1-41
TYPE OF LICENSE: OPERATORS
LICENSE RESTRICTIONS: NONE
CLASS: B
EXPIRES: 1/4

DRIVER NO. 2

NAME OF DRIVER: Brown, Robert Dorn
SEX: M
AGE: 55
ADDRESS: 2501 50th Jefferson
LICENSE NO.: 360832-WY23 SD
DATE OF BIRTH: 4-8-23
TYPE OF LICENSE: OPERATORS
LICENSE RESTRICTIONS: NONE
CLASS: A
EXPIRES: 1/4

VEHICLE NO. 1

MODEL TR: '77 Ford
YEAR: 78
BODY STYLE OR TYPE: 4 dr
N.V.S.I. NO.: 363226
LICENSE PLATE NO.: RL4156 SD
VEHICLE IDENTIFICATION NO. (VIN): F9P635H3611F
SPD: 30
FOOTED LIMIT: 20-25
AT: 20
COINS: 2

VEHICLE NO. 2

MODEL TR: '73 Top
YEAR: -
BODY STYLE OR TYPE: -
N.V.S.I. NO.: 1368C
LICENSE PLATE NO.: P316885 GOVT
VEHICLE IDENTIFICATION NO. (VIN): DT-SC-316885
SPD: 30
FOOTED LIMIT: 20
AT: 20
COINS: 2

REG. NO.

NAME OF REGISTERED OWNER: Schuenhard Ford
ADDRESS OF OWNER: Channahaw SD
FOR: DETAILABLE () TO: ()

REG. NO.

NAME OF REGISTERED OWNER: U.S. Postal Service
ADDRESS OF OWNER: Jim + Rons
FOR: DETAILABLE () TO: ()

INSURED PERSONS

Occupant of (Specify Other):
Name: [Blank] Sex: [Blank] Age: [Blank]
Address: [Blank]
Occupant of (Specify Other):
Name: [Blank] Sex: [Blank] Age: [Blank]
Address: [Blank]
Occupant of (Specify Other):
Name: [Blank] Sex: [Blank] Age: [Blank]
Address: [Blank]

INSURED PERSONS

Occupant of (Specify Other):
Name: [Blank] Sex: [Blank] Age: [Blank]
Address: [Blank]
Occupant of (Specify Other):
Name: [Blank] Sex: [Blank] Age: [Blank]
Address: [Blank]
Occupant of (Specify Other):
Name: [Blank] Sex: [Blank] Age: [Blank]
Address: [Blank]

VEHICLE DAMAGE

VEHICLE NO. ONE: Circle damaged parts
ESTIMATED AMOUNT OF DAMAGE: \$ 650.00
RED TAG NO.: F34095
OTHER DAMAGE TO VEHICLE: [Diagram]

VEHICLE DAMAGE

VEHICLE NO. TWO: Circle damaged parts
ESTIMATED AMOUNT OF DAMAGE: \$ 375.00
RED TAG NO.: F34094
OTHER DAMAGE TO VEHICLE: [Diagram]

Nov '77 to license

accident report Blankings Madison

FEB 15

Exhibit B

5 of 6

DRIVER CONDITIONS

DRIVING - ABILITY DIMINISHED
 DRIVING - ABILITY UNKNOWN
 PHYSICAL IMPAIRMENT
 VERY TIRED

MOTORCYCLE SAFETY EQUIPMENT

HELMET USED
 VEST & EYE PROTECTION USED
 RIDE-UP SLACK
 UNKNOWN

HILL GRAB
 SWITCH INTERFERENCE
 R.R. CROSSING INTERFERENCE
 NO TRAFFIC CONTROL

TRAFFIC SIGN
 TOP CHANGE IN TRAFFIC DIRECTION
 YES NO

TRAFFIC LANE
 TOP REDUCTION IN NO. LANES
 TOP REDUCTION IN LANE WIDTH
 NONE

DEPENDENT ACTION (Citations, Appeals, Violations, etc.)

#1 Failure to stop for red light

ALCOHOL TEST

DRIVER NO. 1
 DRIVER NO. 2
 FINGERPRINT NO.

ADMITTED FOR
 ADMITTED FOR NO TEST

IDENTIFICATION

POLICE RECEIVED: 4-20-78 TIME: 1033 A.M. / P.M. TIME OFFICER ADVISED: 1038 A.M. / P.M. PHOTO TAKEN: YES / NO

ACCIDENT REPORTED BY: 1 CODE: 1

REPORTING OFFICER: D. RUTHERHAM BADGE NO.: 20 DEPARTMENT: SFPD DATE: 4/20/78

APPROVED BY: Sgt. Meyer DATE APPROVED: 4/20/78 AGENCY NOTIFIED:

ACCIDENT DESCRIPTION

veh 1 was west bound on 26th; failed to observe red light at 26th Phillips & collided with veh 2 which was north bound on Phillips.

INDICATE PRIMARY CAUSE OF ACCIDENT

Failure to stop for red light



PEDESTRIAN ACTIONS:

CROSSING AT INTERSECTION
 CROSSING - NOT AT INTERSECTION
 WALKING IN ROADWAY WITH TRAFFIC
 WALKING IN ROADWAY AGAINST TRAFFIC
 STANDING IN ROADWAY
 PLAYING IN ROADWAY
 OTHER
 NONE IN ROADWAY

(SPECIFY OTHER)

DRIVER/VEHICLE ACTIONS:

1. GOING STRAIGHT AHEAD
 2. TURNING LEFT
 3. TURNING RIGHT
 4. STOPPING IN ROADWAY
 5. STOPPING IN SHOULDER
 6. STOPPING IN FIELD POSITION
 7. OTHER

(SPECIFY OTHER)

Exhibit B
2 of 2
6 of 6



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20463

MEMORANDUM TO: CHARLES STEELE
FROM: MARJORIE W. EMMONS *mwe*
SUBJECT: MUR 671 -- First General Counsel's
Report dated 8-24-78
Received in Office of Commission
Secretary: 8-24-78, 1:22
DATE: AUGUST 28, 1978

The above-named document was circulated on a
48 hour vote basis at 9:00, August 25, 1978.

Commissioner Staebler submitted an objection
at 2:45 this date thereby placing MUR 671 on the
Amended Agenda for August 30, 1978.

A copy of Commissioner Staebler's vote sheet
is attached.

ATTACHMENT
Vote sheet



cc: Commissioner Staebler

60040091095

August 24, 1978

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 671

Please have the attached First General Counsel's Report on MUR 671 distributed to the Commission on a 48 hour tally basis.

Thank you.

69040091097

FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

FIRST GENERAL COUNSEL'S REPORT

DATE AND TIME OF TRANSMITTAL AUG 24 1978
BY OGC TO THE COMMISSION _____

MUR NO. 671 (78)
DATE COMPLAINT RECEIVED
BY OGC _____
STAFF _____
MEMBER Callahan
ATTORNEY Perkins

COMPLAINANT'S NAME: Rodney Gutzler

RESPONDENT'S NAME: Larry Pressler for U.S. Senate Committee

RELEVANT STATUTE: 2 U.S.C. §§434(b) and 441b.

INTERNAL REPORTS CHECKED: Larry Pressler for U.S. Senate Committee

FEDERAL AGENCIES CHECKED:

SUMMARY OF ALLEGATIONS

The complainant, Rodney Gutzler, alleges that the Larry Pressler for U.S. Senate Committee ("the Committee") has failed to correctly report the following campaign related activities in violation of 2 U.S.C. §434(b):

- (a) the use of two automobiles owned by leasing companies,
- (b) campaign office rent,
- (c) cost of food for a fundraiser, and
- (d) the use of a Washington Congressional staff member for campaign related duties.

The complainant further alleges that the Committee entered into a lease agreement with an incorporated car rental agency at a cost lower than the usual charge in violation of §441b.

PRELIMINARY LEGAL ANALYSIS

According to the complainant, the Pressler Campaign used a car owned by Don's Ford-Mercury Lease of Chamberlain beginning not later than December 4, 1977 through April 20, 1978 without reporting the use of such automobile on the pre-primary report. A review of committee reports indicate that no car rental entries are listed in reports as occurring during the Period of January 1, 1978 through April 20, 1978. Three car rental entries are listed as expenditures in November and

50010091098

December of 1977 and a car loan listed as an in-kind contribution in June of 1978; however, it is impossible to ascertain whether these entries correspond to the 1978 Ford to which the complainant refers. It appears that the committee may have committed a reporting violation for not reporting the making of an expenditure or receipt of a contribution during the reporting period in which the transaction occurred.

The complaint also states that the Committee signed a car rental lease with Kindler Pontiac-Cadillac of Sioux Falls, an incorporated dealer, for a six month period beginning May 11, 1978 at the rate of \$150 per month. According to the complainant, the dealer normally leases cars for a period of not less than 12 months and at a rate higher than that charged to the committee. If Kindler has in fact charged the Pressler committee less than the normal and usual charge for the lease, a corporate contribution may have been given to the campaign in violation of 2 U.S.C. §441(b).

The complainant further alleges that the campaign committee failed to report the use of office space in the Humboldt Medical Building for the period of "early March 1978 until July of 1978." Committee reports indicate that \$600 in rent was paid to the Medical Association on June 6th. It is not clear if that amount was to cover one months rent or the entire period agreed upon. The respondent committee should be requested to clarify the entry in question.

The complaint states that a fundraiser was held on April 15, 1978 at which food was served; the attendance was between 1000 and 1500 individuals. According to Gutzler, hamburger buns and other items were purchased from McDonalds but the expenditure was not reported. Review of committee reports indicate that an expenditure for refreshments was made during the reporting period in question but no expenditures are listed as being paid to McDonalds. Failure to report such an expenditure in excess of \$100 would be a violation of §434(b).

The complainant also alleges that a member of Pressler's congressional staff was used for campaign related duties. The Commission has previously taken the position that the U.S. Government is not considered a "person" within the meaning of 2 U.S.C. §431(h) and is therefore not capable of making a contribution requiring reporting under 2 U.S.C. §434(b)(2).

The complaint included allegations concerning unemployment insurance and IRS withholding tax; these issues are not within the purview of the Act.

RECOMMENDATION

1. Find reason to believe that the Pressler for U.S. Senate Committee may have committed a violation of 2 U.S.C. §434(b).
2. Find reason to believe that the Pressler for U.S. Senate Committee may have committed a violation of 2 U.S.C. §441b.
3. Send the attached notification letter and attached questions to be answered by the respondent.



FEDERAL ELECTION COMMISSION

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

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Rodney E. Gutzler
301 E. Washington Avenue
Salem, S.D. 57058

RE: MUR 671(78)

Dear Mr. Gutzler:

The Federal Election Commission has completed a preliminary review of your complaint and has numbered it as MUR 671. Please refer to this number in any further correspondence.

A copy of your complaint has been forwarded to the respondent. If you have any further information you wish to make available to the Commission, please submit it within five days of your receipt of this letter.

The Commission's enforcement procedures are set forth in 2 U.S.C. §437g. Please note that 2 U.S.C. §437g(a)(3)(B) prohibits any person from making public the fact of "any notification or investigation" by the Commission without the written consent of the respondent.

If you have any questions, please call Suzanne Callahan, the staff member assigned to this matter, at 202-523-4058.

Sincerely,

William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

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

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Donald W. Lias
Treasurer
Larry Pressler for U.S. Senate Committee
Rural Route 1
Humboldt, S.D. 57035

RE: MUR 671 (78)

Dear Mr. Lias:

The Federal Election Commission has received a complaint which alleges that the Larry Pressler for U.S. Senate Committee committed certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 671.

The Commission has reason to believe that the matters alleged in the complaint state a violation of 2 U.S.C. §434(b) and §441b. Specifically, it appears that the committee may have committed reporting violations for not disclosing certain transactions during the reporting period in which the transactions occurred and, further, that the committee may have been charged less than the normal and usual charge for services rendered by a corporation.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Additionally, please submit answers to the enclosed questions. Where appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your responses should be submitted within ten days after your receipt of this notification.

If you have any questions, please contact Suzanne Callahan, the staff member assigned to this matter at 202/523-4058.

This matter will remain confidential in accordance with 2 U.S.C. Section 437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public.

50040091101

If you intend to be represented by counsel in this matter, please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

Enclosures

5 9 0 4 0 0 9 1 1 0 2

Please include in your response, answers to the following questions concerning the Larry Pressler for U.S. Senate Committee (the Committee):

- (1) State the time period during which the committee used a 1978 Ford LTD owned by Don's Ford-Mercury Lease of Chamberlin.
- (2) Under what conditions of payment was the car used?
- (3) State the time period during which the committee used office space in the Humboldt Medical Building.
- (4) Under what conditions of payment was the office space used?

NOTE: In your answers to the above, please detail

- (a) the manner in which all payments were made
- (b) to whom the payments were made
- (c) the dates on which the payments were made

and other information you deem relevant.

- (5) Itemize the costs incurred for the fundraising dance held by the Committee on April 15, 1978. Please include in your answer: (a) the number of persons who attended (b) the names of all vendors used, the amounts paid to each, and the date on which they were paid.

60040091103

RECEIVED

I

173 AUG 4 12:07

F.E.C. COMPLAINT FILED BY

RODNEY E. GUTZLER

SALEM, S.D.

8-1-78

VS

REP LARRY PRESSLER (R.S.D.)

30043091104

1 of 19

My name is Rodney Eugene Gutzler. I live at 301 East Washington Ave. in Salem South Dakota. My phone number is 605-425-2308 and my post office Box # is 601.

I am a member of the South Dakota House of Representatives and a former Pressler campaign staff worker (Feb 15th 1978 to June 15th 1978). It is as a citizen of South Dakota and not a candidate nor in behalf of any candidate that I hereby file this complaint regarding the Larry Pressler for United States Senate Campaign. My complaint is as follows:

1) The Pressler for United States Senate campaign used a 1978 ford LTD during the period of January 1978 to April 20th 1978 without reporting this auto on any pre-primary F.E.C. reports as a donation, expense, or a debt to be paid. The above mentioned auto was used just for campaign purposes and was not the private auto of the candidate. In late March 1978 Roger Johnson the office manager, issued an office memo which forbid anyone from using the auto for anything other than campaign. Use of this auto ended on April 20th 1978 when Roger Johnson had an accident with it in Sioux Falls. Exhibit "B" is a photo copy of that accident report. Exhibit "A" are the ownership records for said auto showing the owner to be Don's Ford-Mercury Lease of Chamberlain, S.D. during the time in question. Drivers of this auto included along with myself, Rep Pressler, Roger Johnson, Lane Gruenwald (aide), and Wendy Johnson (aide). All of those listed would have 1st hand information regarding the use of the LTD Ford. Failure to report the use of this auto is a clear attempt to mislead the voters of this state. It was not until June 27th 1978 and after stories began to run in the Sioux Falls Argus Leader that Pressler made any attempt to pay for or report the payment for use of this auto. A clear attempt to cover up wrong doing on the part of the campaign.

2) The Pressler for United States Senate campaign failed to report a 1978 Pontiac Catalina leased from Kindler Pont.-Cad. of Sioux Falls, S.D. (see exhibit "C" which is a copy of that lease agreement.) Inspection of the lease will produce the following facts:

- a) The Lessor is Larry Pressler for U.S. Senate, Don Lias Humboldt Treas.
- b) The lease is dated May 11th 1978
- c) The lease is signed by Don Lias campaign Treas.
- d) The lease is for a 6 month period to start May 11th 1978
- e) The lease price is \$150 per month.
- f) The 1st 150.00 is payable in advance on May 11th, 1978.

With these facts in mind the complaint takes on several aspects;

- a) \$150.00 per the lease agreement was to be paid on May 11th 1978 yet F.E.C. reports for the period 4-1-78 to 5-22-78 (the period in question) show no record of any such lease payment, nor does it show as a debt or contribution.
- b) \$150.00 per month for a 1978 Pont. Cat. is lower than the private citizen can lease that same car for that dealer.
- c) The dealer will not lease a car for less than 12 months to a private citizen.

Points "b and c" were verified on June 14th by Jeff Stinson a reporter for the Sioux Falls Argus Leader. He tried on that date to lease that type of Auto from that same dealer and received a quote of aprox. \$225 per month and not less than one year on the lease. This raises the question of an illegal Corporate contribution since Kindler Pont-Cad is a corporation.

2 of 19

3) The Pressler campaign failed to report the use of the Campaign office located in Humboldt, South Dakota in a building known as the Humboldt medical building. This office was used from early March 1978 until July of 1978 when Hqrs were moved to Sioux Falls S.D. (This does not mean that the campaign no longer uses the building but at least some functions have been moved to Sioux Falls) No pre-primary report was made to the F.E.C. even though the building was used in total by the Pressler campaign. Coverage for liability insurance for this building was handled by Howalt McCowell Ins of Sioux Falls, S.D.. Payment for such insurance appears on page 4 of 10 on the F.E.C. report for the period 1-1-78 to 3-31-78. Roger Johnson, office manager, secured a lease agreement with the Humboldt Medical Assn. in late March 1978 which should still be in existence. The only office rental expense reported was for the Rapid City office in Rapid City, SD. Rental of the Humboldt office should have been reported to the voters prior to the June 6th primary.

4) The F.E.C. report for the period of 4-1-78 to 5-22-78 shows proceeds of \$1032.00 for a Pressler for Senate dance held in Humboldt, S.D. on April 15th, 1978. No where in the pre-primary reports are there records of any expenses for that dance or in-kind contributions for items donated for that dance even though the dance featured a lunch of roast beef. A McDonalds truck from McDonalds Hamburgers with buns was sent by Max Pasley of Sioux Falls however no report is made of any donation or expense or debt. No report is made for expense, donation, or debt for the beef provided to the dance goers. The expected attendance was from 1000 to 1500 so there was a lot of beef.

5) No unemployment insurance account was set up with the South Dakota D.O.L. as of June 15th, 1978 even though South Dakota law requires it. At no time during my stay with the campaign were there less than three employees.

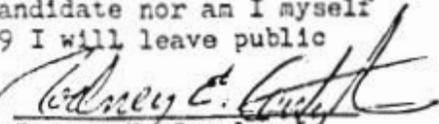
6) Withholdings were done wrong per IRS regulations until I brought pressure through the press. My account was corrected June 29th 1978 (see exhibit "D") however, other employees may remain incorrect.

7) The Pressler campaign used the Washington D.C. Congressional office for campaign use. Exhibit "E & F" are a good example. The exhibit shows:

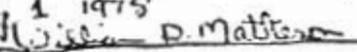
- 1) The letter was typed on campaign stationery
- 2) The letter was typed by "ER" the code for Eleanor Rhodes, Pressler's Congressional secretary in the Washington D.C. office.
- 3) The letter was dated Ap. 19th, 1978
- 4) The letter was mailed from Washington Ap 21, 1978.

On June 25th 1978 Pressler blamed me for typing this same letter on Sioux Falls Congressional memory typewriter equipment in an article that ran in the Sioux Falls Argus Leader. As you can see the letter was typed in Washington by his own Congressional staff. This is a misuse of the taxpayers equipment and labor.

I file this complaint in my own behalf and that of the people of South Dakota. This complaint is not intended to be in behalf of any candidate nor am I myself a candidate for re-election in 1978. As of January 1979 I will leave public office.

SIGNED: 
Rodney E. Gutzler
Box 601, Salem, S.D.

DATED: 8-1-78

Signed before William O Matheson Notary Public
for South Dakota Aug 1 1978
my Commission Expires 10-25-78


3 of 19

50040091105

Exhibit A

Consignment of Title To A Motor Vehicle Traded in Taxable Cases

STATE OF MISSISSIPPI

THIS DOCUMENT IS VALID ONLY WHEN THE FOLLOWING INFORMATION IS CORRECTLY PRINTED

DATE OF SALE	12 13 77	VEHICLE IDENTIFICATION NUMBER	103618
MAKE	FORD	MODEL	LTD
YEAR	1978	STOCK	4032
ISSUED BY			ISSUE NO.
DONS FORD MERCURY LEASE			83 N
CHAMBERLAIN			

AMOUNT

FIRST LIEN

HELD BY

ADDRESS

2000 335550

DATE OF NEGOTIATION	LEN DISCHARGED	DATE OF CANCELLATION
SIGNATURE	SIGNATURE	SIGNATURE
SECOND LIEN		
HELD BY	ADDRESS	

DATE OF NEGOTIATION	LEN DISCHARGED	DATE OF CANCELLATION
SIGNATURE	SIGNATURE	SIGNATURE
THIRD LIEN		
HELD BY	ADDRESS	

DATE OF NEGOTIATION	LEN DISCHARGED	DATE OF CANCELLATION
SIGNATURE	SIGNATURE	SIGNATURE



WITNESS MY HAND AND OFFICIAL SEAL THE DATE SHOWN ABOVE

MISSISSIPPI DEPARTMENT OF REVENUE

4819

APPLICATION FOR MOTOR VEHICLE TITLE & REGISTRATION

The following must be presented: (1) A bill of sale or other evidence of purchase of a motor vehicle not previously titled in South Dakota. (2) This application (2) Copy of Federal Price Label or State Advance Notice if new motor vehicle and sold by a licensed South Dakota dealer, or the bill of sale if vehicle is purchased used or outside the state of South Dakota. (3) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (4) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (5) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (6) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (7) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (8) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (9) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (10) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (11) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (12) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (13) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (14) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (15) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (16) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (17) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (18) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (19) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (20) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (21) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (22) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (23) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (24) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (25) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (26) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (27) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (28) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (29) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (30) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (31) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (32) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (33) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (34) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (35) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (36) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (37) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (38) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (39) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (40) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (41) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (42) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (43) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (44) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (45) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (46) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (47) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (48) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (49) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (50) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (51) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (52) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (53) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (54) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (55) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (56) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (57) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (58) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (59) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (60) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (61) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (62) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (63) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (64) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (65) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (66) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (67) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (68) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (69) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (70) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (71) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (72) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (73) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (74) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (75) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (76) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (77) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (78) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (79) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (80) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (81) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (82) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (83) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (84) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (85) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (86) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (87) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (88) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (89) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (90) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (91) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (92) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (93) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (94) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (95) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (96) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (97) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (98) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (99) A bill of sale if vehicle is purchased used or outside the state of South Dakota. (100) A bill of sale if vehicle is purchased used or outside the state of South Dakota.

TITLE NO. _____
 LICENSE NO. BL4156
 DATE ASSIGNED _____

CERTIFICATE TITLE 57144 MONTH _____ DAY _____ YEAR _____

NAME Don Ford - Mercury LEASE

STREET NO. Chamberlain CITY Chamberlain COUNTY Brainerd STATE SD

DESCRIPTION OF VEHICLE: (CAUTION: USE CARE IN LISTING YOUR MODEL AND SERIAL NUMBER CORRECTLY!)

NEW USED MAKE FORD SERIAL NO. 8P63S-103611 LTD MODEL
 BODY TYPE 4 door YEAR 1978 WEIGHT 4032 COLOR CREAM NO OF CYLS 8 ENG CU IN 300

STATEMENT OF ALL LIENS, MORTGAGES OR ENCUMBRANCES

1ST LIENHOLDER (AMOUNT OF LIEN) NAME & ADDRESS OF LIENHOLDER
 2ND LIEN

1. ACCESSORIES (AIR COND) (POWER STR) (AUTO TRANS) (TILT ST WHL) (VINYL ROOF) (STEREO/RADI) (SPEAKERS)
 MUST BE LISTED YES NO YES NO YES NO YES NO YES NO YES NO YES NO

2. TRUCKS AND OTHER COMMERCIAL VEHICLES GAS DIESEL LPG
 WHEEL BASE NO. OF WHEELS
 3. MOBILE HOMES, REC VEHICLES AND TRAILERS WIDTH LENGTH
 NO. OF BEDROOMS WGT
 4. MOUNTED EQUIP ON TRUCK & TRAILERS (DEALER MUST COLLECT SALES TAX)
 DOES VEHICLE HAVE MOUNTED EQUIP? YES NO
 HAS SD USE OR SALES TAX BEEN PAID? YES NO

5. DESC. & COST OF MOUNTED EQUIP.

6. PURCHASED FROM
 NAME Don's Ford - Mercury
 STREET East Hwy. 160
 CITY Chamberlain, SD 57325
 STATE DATE
 TITLE SURRENDERED FROM STATE OF
 NO. TITLE NUMBER POLICE #

7. CERTIFICATE OF NON-RESIDENT:
 (TANGIBLE EVIDENCE OF NON-RESIDENT AND EMPLOYMENT)
 DATE BEGINNING RESIDENCE IN SD MONTH DAY YEAR
 EMPLOYMENT IN SD MONTH DAY YEAR

8. CERTIFICATE OF MILITARY PERSONNEL
 ACTIVE DUTY AT PRESENT TIME WITH BRANCH
 DATES OF ACTIVE DUTY MONTH DAY YEAR MONTH DAY YEAR
 DISCHARGE DATE MONTH DAY YEAR

10. DEALER PRICE CERTIFICATION

I hereby certify that item 11 below is the manufacturer's suggested list price or the purchase price of a new vehicle which ever is greater or, the Guidebook price or purchase price of a used vehicle which ever is greater.

DEALERS NAME Don's Ford - Mercury DEALER NO. 287 TITLE
 SIGNED BY NOTARY PUBLIC
 SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY, MONTH AND YEAR

(WITHOUT THE INFORMATION ABOVE COMPLETE - TAX WILL BE COMPUTED AS FULLY EQUIPPED AND TITLES HELD)

11. TAX COMPUTATION
 A. NEWS 7739.00 OR USED \$ X 0.3% TAX \$ 232.17 M.V. REGISTRATION TAX DUE
 B. CREDIT FOR SIMILAR TAX PAID IN ANOTHER STATE (ATTN: EVIDENCE \$)
 C. BALANCE (IF TAX DUE AND PAYABLE) \$ DO NOT USE THIS SPACE

DO NOT USE THIS SPACE
 APPROVED
 NOV 30 1977

12. OWNER'S SIGNATURE
 SUBSCRIBED & SWORN TO BEFORE ME THIS DAY OF 19
 SIGNATURE OF NOTARY PUBLIC OR COUNTY TREASURER

Manufacturer's Certificate of Title
for a Motor Vehicle

The undersigned, [Name of Manufacturer], hereby certifies that the new motor vehicle described hereon, manufactured or imported by and the property of [Name of Corporation] has been transferred by it

to the Distributor, Dealer, Etc.,
[Name of Distributor/Dealer]

whose address is (Street, City and State)
[Address]

CHRYSLER PLAIN SD 57325

Trade Name Series or Model Year
FORD 53 1978

Body Type No. Cyl
FORD LTD 4-DR PD HT 9

Manufacturer's Motor Vehicle Identification No.
[VIN]

H.P. (SAE) Shipping Weight
[H.P.] 4032

If Truck or Commercial Vehicle, Give Capacity (To be given in terms as required by the State)

The Exporter further certifies that its said transfer was the first transfer by it of such new motor vehicle in ordinary trade and commerce.

Export Name, Michigan
[Signature]

68 19

FIRST ASSIGNMENT

I, the undersigned hereby transfers the Statement of Origin and the motor vehicle described herein to 1977 Oldsmobile Cutlass Supreme - Lease

11/27/77
1977 Oldsmobile Cutlass Supreme - Lease
11/27/77
Notary Public
for Lease County, State of CA

SECOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers the Statement of Origin and the motor vehicle described herein to

Notary Public
for _____ County, State of _____

THIRD ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers the Statement of Origin and the motor vehicle described herein to

Notary Public
for _____ County, State of _____

FIRST NAME	
LAST NAME	
ADDRESS	
CITY	
STATE	
ZIP	
INVOICE NO.	DATE OF CANCELLATION
AMOUNT PAID	
SIGNATURE	
PRINT NAME	
ADDRESS	
CITY	
STATE	
ZIP	
INVOICE NO.	DATE OF CANCELLATION
AMOUNT PAID	
SIGNATURE	
PRINT NAME	
ADDRESS	
CITY	
STATE	
ZIP	

STATE OF TEXAS
 COUNTY OF [unclear] STATE OF TEXAS
 I, [unclear] of the County of [unclear] State of Texas, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk of the County of [unclear] State of Texas.

[Signature]
 COUNTY CLERK

ASSIGNMENT BY LICENSED DEALER

I, [unclear] of the County of [unclear] State of Texas, do hereby assign to [unclear] of the County of [unclear] State of Texas, all my right, title and interest in the within and foregoing [unclear] of the County of [unclear] State of Texas, except as noted on this assignment.

DATE: [unclear] 19 [unclear]

[unclear] COUNTY CLERK OF COUNTY OF [unclear]

NOTICE

This assignment shall be returned to the Register of Deeds Within Fifteen Days From Date of this assignment. If not returned for a Penalty Fee of \$1.00 Per Week or \$5.00 Per Month in excess of the fifteen day Penalty Fee shall not exceed Five Dollars (\$5.00).

SECOND ASSIGNMENT BY LICENSED DEALER

I, [unclear] of the County of [unclear] State of Texas, do hereby assign to [unclear] of the County of [unclear] State of Texas, all my right, title and interest in the within and foregoing [unclear] of the County of [unclear] State of Texas, except as noted on this assignment.

DATE: [unclear] 19 [unclear]

[unclear] COUNTY CLERK OF COUNTY OF [unclear]

ACCIDENT NO.

PLACE WHERE ACCIDENT OCCURRED: COUNTY MINNAP A

IF accident was outside city limits, indicate location and direction (indicate distance either in feet or kilometer mileage to the north of a mile) from nearest city, highway junction or mile post.

ROAD ON WHICH ACCIDENT OCCURRED: Phillips Ave STATION: U.S. OR STATE COUNTY CITY ST. TWP. OTHER

AT ITS INTERSECTION WITH: 267th St IF URBAN: SIOUX FALLS (City or Town)

IF NOT AT INTERSECTION: (How nearest intersecting Street)

NAME OF CRUISE TRUCK (LIST TYPE IF NOT DAMAGED) LOCATION OF CRUISE (ON OR OFF HIGHWAY) DAMAGE

DRIVER NO. 1

NAME OF DRIVER: Johnson Roger Kent SEX: M

ADDRESS: 303 W 12th #4 SFSO AGE: 36

LICENSE NO.: ES25 744 465 681 MINN DATE OF BIRTH: 9-1-41

TYPE OF LICENSE: OPERATORS

EXPIRES BY: B

DRIVER NO. 2

NAME OF DRIVER: Brown, Robert Dorn SEX: M

ADDRESS: 2501 50 Jefferson AGE: 55

LICENSE NO.: 360832-00123 STATE: SD DATE OF BIRTH: 4-8-23

TYPE OF LICENSE: OPERATORS

EXPIRES BY: A

VEHICLE NO. 1

MODEL TR: 77 Ford BODY STYLE OR TYPE: 4 dr N.V.S.I. NO.: 363726

LICENSE PLATE NO.: BL4156 STATE: SD YEAR: 78 CORPUS: 124308

VEHICLE IDENTIFICATION NO. (VIN): F9P635103611F STATE PLATE NO.: _____ STATE: _____

SPD: 30 MOTOR: 20-25 AT: 27AC

CODES: 2

VEHICLE NO. 2

MODEL TR: 73 Jeep BODY STYLE OR TYPE: — N.V.S.I. NO.: None

LICENSE PLATE NO.: P316885 STATE: GOVT YEAR: — CORPUS: 19542

VEHICLE IDENTIFICATION NO. (VIN): DT-SC-316885 STATE PLATE NO.: _____ STATE: _____

SPD: 30 MOTOR: 20 AT: 20

CODES: 2

NAME OF REGISTERED OWNER: Schwenhard Ford

ADDRESS OF OWNER: Chamblain SD

FOR: DETABLE TO: _____

NAME OF REGISTERED OWNER: U.S. Postal Service

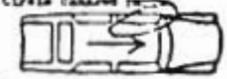
ADDRESS OF OWNER: _____

FOR: DETABLE TO: JIM + RONS

OCCUPY OF VEH.	SEAT POS.	INJURY CLASS.	SAFETY BELT.	EJECTED:	OCCUPY OF VEH.	SEAT POS.	INJURY CLASS.	SAFETY BELT.	EJECTED:
				<input type="checkbox"/> YES <input type="checkbox"/> NO					<input type="checkbox"/> YES <input type="checkbox"/> NO
ELICITED BY:					ELICITED BY:				
NAME	SEX				NAME	SEX			
ADDRESS	AGE				ADDRESS	AGE			

VEHICLE NO. ONE

Circle damaged part

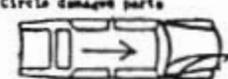


ESTIMATED AMOUNT OF DAMAGE \$ 650.00

REG TAG NO. F34095

VEHICLE NO. TWO

Circle damaged parts



ESTIMATED AMOUNT OF DAMAGE \$ 375.00

REG TAG NO. F34094

Nov '77 to lease

accident report drawings made on

FEB 15

Exhibit B
142

11/8/19

(Exhibit C)
1 of 2

AUTOMOBILE LEASE AGREEMENT

This agreement, made this 11 day of May, 1978, between
KINDLER PONTIAC-CADILLAC, INC., 324 West 9th Street, Sioux Falls, South Dakota, hereinafter
called the LESSOR, and Larry Pressler for U.S. Senate

Rt. 1 Humboldt, S.D. 57035

hereinafter called the LESSEE.

LESSOR agrees to lease the following described automobile(s):

<u>Make and Equipment</u>	<u>Year</u>	<u>Model</u>	<u>Serial Number</u>	<u>Rental per Month</u>
<u>Pontiac Catalina</u>	<u>1978</u>	<u>Catalina</u>	<u>210A2P110661</u>	<u>\$150.00</u>

Additional Charges

for the period of 6 Months Months from May 11, 1978 to November 11, 1978.

subject to the monthly rental, terms and conditions set forth below:

1. The LESSEE shall pay to the LESSOR a monthly rental of \$150.00 per month for 6 months.
Lessor agrees to pay sales tax and buy license plates.

There will be a 12,000 mile limit on this EXHIBIT 6 month lease.

Monthly payment of \$150.00 shall be paid
in advance on the 11th day of each month for the term hereof,
and during any renewal period. For each leased automobile used by LESSEE in excess of
Twelve thousand (12,000) miles per year during the initial period of the within lease, or
during any like renewal period, LESSEE agrees to pay additional rental at the rate of
Twenty and no/100 dollars (\$20.00) per one thousand (1,000) miles of such excess mileage.
The LESSEE understands and agrees all payments must be made on or before due date, and agrees
to pay a penalty of Twenty-five dollars (\$25.00) whenever any payment becomes five (5) days
delinquent.

2. LESSEE agrees to use reasonable care in the operation of said automobile(s) and,
in good faith, to require reasonable care from users authorized by LESSEE hereunder. LESSEE
further agrees to provide and pay for all gasoline, oil and washes, LESSEE will maintain
the proper oil level in the crankcase with a complete oil change at intervals of not more
than 3,000 miles (1,000) or the new car owners manual. LESSEE will provide and maintain a safe anti-freeze solution for
the protection of the cooling system.

3. LESSEE shall at all times keep and maintain the automobile hereunder in good
condition including repairs, servicing and lubrication, and shall furnish where required or
re furnish or replace necessary equipment and accessories for the proper operation and use of
such automobile(s), including tires, battery, and tools.

4. LESSEE shall save KINDLER PONTIAC-CADILLAC, INC., harmless for any
damage or loss in excess of insurance coverage suffered by the automobile resulting from
defective mechanical condition, fires or LESSEE'S operation of the automobile. LESSEE agrees
to furnish LESSOR with an abstract of its insurance policy covering LESSEE and LESSEE, for
the vehicle leased hereunder, during the term of the lease and following accidents. LESSEE
Public Liability

60400911176

CADILLAC, INC., for the said deductible amount for each but not exceeding the amount of damage.

5. LESSEE agrees to inform the LESSOR immediately regarding any accident, collision or other damage to the said automobile(s).

6. LESSEE agrees that it will, and will cause the execution of, and employees, and their families to cooperate fully with LESSOR and all persons and authorities required by this lease, in the investigation, prosecution and defense of any criminal offenses arising from all hazards insured hereunder.

7. If LESSEE shall be in default under any general agreement: if LESSEE shall file a voluntary petition in bankruptcy, shall make an assignment for the benefit of creditors or shall be adjudicated a bankrupt; if a receiver shall be appointed for LESSEE'S business; or if LESSOR deems itself insecure, LESSOR may at any time hereunder terminate this agreement without notice to LESSEE and shall thereupon be entitled to take possession of any and all automobile(s) in LESSEE'S possession hereunder. In the event this agreement shall be so terminated, LESSEE shall not be released from the obligation to pay to LESSOR the full amount of all payments required by this agreement or to make good any damage or liability to perform the conditions of this agreement, and LESSEE, hereunder, shall remain liable for injury suffered through or loss caused by such repossession. In the event any legal proceeding shall be instituted by LESSOR against LESSEE to recover any amount due or to become due hereunder and/or for the possession of the automobile(s) leased hereunder, LESSEE shall pay to LESSOR as and for attorneys' fees a reasonable sum (10% of the amount due for if permitted by law) but in no event less than Fifty Dollars (\$50.00).

61 10/21

ENCLOSURE

Exhibit
2/2

At any time during the initial or any renewal term of the within lease, the LESSOR shall replace the above described automobile(s) with an automobile(s) of the same make, year and model, such replacement being in equal or better operating condition. In such event, the terms and conditions of the within lease shall apply to such replacement automobile for the term of this agreement, or any renewal thereof.

9. This lease shall be renewed automatically at the end of the initial period of any renewal period, unless thirty (30) days or more prior to expiration of the within lease, either party notifies the other in writing of its intention to terminate same. It is agreed that during said renewal period either party terminates this lease upon thirty (30) days notice in writing to the other of its intention to do so.

10. LESSOR agrees to permit said automobile(s) to be used only by LESSEE, (its) (and) agents or employees or the holders of the immediate families thereof, and by no others. No operator or driver of said automobile(s) shall have authority to act on behalf of the LESSOR under any circumstances. The LESSEE also agrees to use the automobile(s) only as a private passenger car and under no circumstances will he use or allow it to be used as a taxi, in type of racing, or in any commercial service.

11. LESSOR shall not be liable for any loss in the interruption of, or damage to the LESSEE'S business, not be liable to any of the authorized users or owners, in connection with any operating failure of said automobile(s), or to any delay in making repairs thereon or furnishing replacement(s) therefor.

12. LESSEE agrees to indemnify and save the LESSOR harmless from any and all claims, asserted by third parties, LESSEE'S employees, agents, authorized or unauthorized users arising out of and in any way connected with the operation, use or condition of the automobile leased hereunder, including parking fines and traffic violations.

13. It is expressly understood and agreed that this agreement is a contract of leasing only, and that the LESSOR acquires not ownership, title, or property right or interest in, of, or to the said automobile(s) and equipment. Any accessories in or on said automobile(s) by the LESSEE may be received upon expiration of this lease. If such removal is made, in the opinion of the LESSOR, cause damage to said automobile(s), the LESSOR reserves to pay the LESSOR for such damage.

14. The LESSEE agrees to return the automobile(s) or such substituted therefor, if any to RENTERS PUBLIC-UTILITY, INC., 324 West 9th Street, Spring Field, South Dakota, in as good condition as when received, ordinary wear and tear excepted, on the expiration date of this lease, or any renewal thereof.

15. All the terms, conditions and provisions of the within lease, and of any and all replacement(s) leased hereunder, shall apply to the use of any and all replacement(s), whether during the initial period or any renewal period.

16. This lease may not be assigned. Any influence granted by the LESSOR shall not be construed as a waiver of any right, term, condition or privilege granted hereunder.

17. This agreement, and the Supplemental Open-End Automobile Lease Agreement, and the Supplemental Maintenance Agreement, when signed and made part hereof, constitutes the entire agreement between LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this _____ day of _____

154 19

Y: X 1/11/11

ITEM 1/11/11

ESSON Kinder Pontiac-Cadillac Leasing

Y: Daryl A. Thomas

ITEM 1/11/11

WARRANTY

Y: _____

TITLE 1/11/11

TITLE V.P., Sec. Tr.

WARRANTY

TITLE _____

6040061116

12/12

LARRY PRESSLER
FOR U.S. SENATE

Exhibit D



Rural Route 1
Humboldt, S.D. 57035

June 29, 1978

Rodney Gutzler
301 E. Washington
Salem, SD 57058

Dear Mr. Gutzler:

Enclosed is a check for \$433.35 as two weeks severance pay of \$900, less deductions. Although there was no agreement of any severance pay with you, we are following the general practice of paying you two weeks severance pay.

In closing your account, the extra deductions of \$311.10 cover social security and income tax for the period of February 15-March 15, 1978 not previously withheld. This amount is being forwarded to the Internal Revenue Service for credit to your account and we will send you your W-2 statement for 1978 within the next 10 days.

Sincerely yours,

Don Lias
Campaign Manager

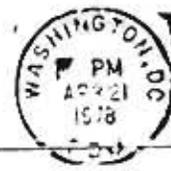
Enclosure

17819

40091121

LARRY PRESSLER

(Exhibit E)



61881

Rural Route 1
Humboldt, S.D. 57035



Mr. and Mrs. Loren Gutzler
100 E. Lincoln
Salem, SD 57508

LARRY PRESSLER
FOR U.S. SENATE

(LARRY F)



Rural Route 1
Humboldt, S.D. 57035

April 19, 1978

Mr. and Mrs. Loren Gutzler
100 E. Lincoln
Salem, SD 57058

Dear Virginia and Loren:

Thank you so much for helping out at the Salem coffee party Sunday. It was a fine party and I certainly appreciate all the effort the two of you put into it to make it so successful.

I am deeply grateful for your friendship and support and hope you will give me any ideas you might have for my campaign as well as my work here in Congress.

Hope to see both of you again soon.

Sincerely,

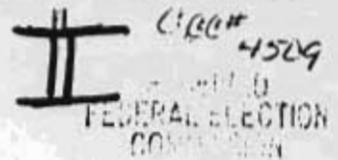
Larry Pressler
Larry Pressler
Your Congressman

LP:er

198 19

Callahan
SOUTH DAKOTA STATE LEGISLATURE

PIERRE, SOUTH DAKOTA



78 AUG 14 PM 12:15

HOUSE OF REPRESENTATIVES



805348

My name is Rodney E. Gutzler. I live at 301 E. Washington Ave. in Salem, South Dakota. My phone # is 605-425-2308 and post office box# is 601.

I would like to correct the intent of complaint number four of the complaint I have filed with your office at an earlier date. The sentence reading: "A McDonalds truck from McDonalds Hamburgers with buns was sent by Max Pasley of Sioux Falls however no report is made of any donation or expense or debt." is in error. The statement was not correct and should have read: "Hamburger buns and other items were purchased from McDonalds hamburgers of Sioux Falls and payment was made, yet no report is made of such expenses on F.E.C. reports." Please make that correction on the complaint. The charge of wrong doing was not to infer that Max Pasley the contact at McDonalds had done wrong, but that the campaign had done wrong in not reporting the expense. Also the items were not delivered by McDonalds but were picked up by people from the campaign, a minor point that required correction for the sake of being accurate.

I have uncovered more evidence which relates to my earlier complaint regarding Congressman Larry Pressler (R-SD).

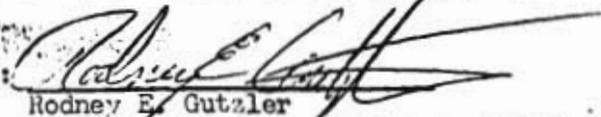
Item #1 of my complaint dealt with the use of a 1978 LTD Ford and the failure to report said Auto to the F.E.C as required within 60 days of the date of the arrangement. I am today submitting an accident report dated 12-4-77 that clearly shows the auto was in use by the campaign as early as 12-4-77. This would make the last legal date to report its use March 4th, 1978. As you will note, report was not made until June 27th, 1978. You will note the following items match on both reports:

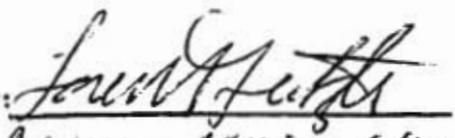
- 1) The H.V.S.I. numbers are one and the same.
- 2) The License plate number is the same. The only change from the 1977 to 1978 plates were a small sticker in one corner of the plate. The number stays the same.
- 3) The Vehicle ID number is the same
- 4) The make and Body Style is the same.
- 5) The April 20th report is in error where Roger Johnson said the car was a 1977 model. Both Roger and I thought the car was a 1977 but we were wrong -- it was a 1978.
- 6) The April 20th report shows the owner as Schoenhard Ford Chamberlain, SD which is in error. Lee Schoenhard is connected with Don's Ford-Merc Lease and was the person making the in-kind donation and thus the error by Roger Johnson the Office Mgr. The intent is not to show wrong doing on the part of Mr. Schoenhard. Mr Schoenhard had no way to control or effect campaign reporting. The wrong doing lies with Mr. Pressler and he alone.

1 of 6

I would like to state for the record that when I joined the campaign Feb 15th 1978, the LTD Ford was in use and did have a red tag for the Brookings accident showing damage from impact on the right front corner of the front bumper. The protector guard strip had been broken and the \$25 repair estimate shown on the Accident report seems to be a good estimate of repair cost.

I maintain that the auto of 12-4-77 and 4-20-78 are one in the same and that Congressman Larry Pressler did intentionally fail to report its use in an attempt to deceive the voters of South Dakota in the Primary held in this state June 6th, 1978.

Signed: 
Rodney E. Gutzler
Box 601, Salem, South Dakota 57058

Notary:  Seal:
Commission Expires 6/22/80

11160091121

DEPARTMENT OF PUBLIC SAFETY

ACCIDENT NO. 50040391123

LOCATION: _____

DATE OF ACCIDENT: 12/11/71 TIME: 12:00 A.M. P.M.

PLACE WHERE ACCIDENT OCCURRED: COUNTY Brookings

INVESTIGATION AT SCENE: YES NO INVESTIGATED BY: _____

ROAD ON WHICH ACCIDENT OCCURRED: 1st St. SYSTEM: U.S. OR STATE COUNTY CITY ST. TWP. OTHER

AT ITS INTERSECTION WITH: Madry Ave. IF UNDER: _____ (City or Town)

IF NOT AT INTERSECTION: FEET _____ OF _____ (Show nearest intersecting street)

NAME OF OBJECT STRUCK (LIST EVEN IF NOT DAMAGED): _____ LOCATION OF OBJECT (ON OR OFF HIGHWAY): _____ DAMAGE: _____

DRIVER NO. 1

NAME OF DRIVER: Chamberlain, Gary SEX: M AGE: 35

ADDRESS: RR # 2 Box 21 Brookings, SD

LICENSE NO: 62277-036 STATE: SD DATE OF BIRTH: 03/29/36

TYPE OF LICENSE: vehicle LICENSE RESTRICTIONS: NONE

INJURY CLASS: _____ SEAT BELT: YES NO

DRIVER NO. 2

NAME OF DRIVER: Doop, Caroline SEX: F AGE: 27

ADDRESS: RR # 2 Box 21 Brookings, SD

LICENSE NO: 15131-034 STATE: SD DATE OF BIRTH: 02/25/44

TYPE OF LICENSE: vehicle LICENSE RESTRICTIONS: NONE

INJURY CLASS: _____ SEAT BELT: YES NO

VEHICLE NO. 1

MODEL: 78 Ford MAKE: Ford BODY STYLE OR TYPE: sedan H.V.E.S.T. NO: F 4306

LICENSE PLATE NO: B L 4156 STATE: SD YEAR: 77 COORDINATOR: 2110

VEHICLE IDENTIFICATION NO. (VIN): 1T631C3611 TRAILER PLATE NO: _____ STATE: _____

NO. OF OWNERS: 1

NAME OF REGISTERED OWNER: Don's Ford and Mercury

ADDRESS OF OWNER: Chamberlain, S.D.

VEHICLE NO. 2

MODEL: 77 Chevrolet MAKE: Chevrolet BODY STYLE OR TYPE: sedan H.V.E.S.T. NO: F 472038

LICENSE PLATE NO: B E 4192 STATE: SD YEAR: 77 COORDINATOR: _____

VEHICLE IDENTIFICATION NO. (VIN): 116071253148 TRAILER PLATE NO: _____ STATE: _____

NO. OF OWNERS: 1

NAME OF REGISTERED OWNER: Wayne Doop

ADDRESS OF OWNER: RR # 2 box 21 Brookings, S.D.

OCCUPANT OF VEHICLE (SPECIFY OTHER): _____ SEAT POS: _____ INJURY CLASS: _____ SAFETY BELT: _____ EJECTED: YES NO

INVESTIGATED BY: _____ EQUIPMENT REQUIRED: _____

NAME: _____ SEX: _____

ADDRESS: _____ AGE: _____

OCCUPANT OF VEHICLE (SPECIFY OTHER): _____ SEAT POS: _____ INJURY CLASS: _____ SAFETY BELT: _____ EJECTED: YES NO

INVESTIGATED BY: _____ EQUIPMENT REQUIRED: _____

NAME: _____ SEX: _____

ADDRESS: _____ AGE: _____

OCCUPANT OF VEHICLE (SPECIFY OTHER): _____ SEAT POS: _____ INJURY CLASS: _____ SAFETY BELT: _____ EJECTED: YES NO

INVESTIGATED BY: _____ EQUIPMENT REQUIRED: _____

NAME: _____ SEX: _____

ADDRESS: _____ AGE: _____

OCCUPANT OF VEHICLE (SPECIFY OTHER): _____ SEAT POS: _____ INJURY CLASS: _____ SAFETY BELT: _____ EJECTED: YES NO

INVESTIGATED BY: _____ EQUIPMENT REQUIRED: _____

NAME: _____ SEX: _____

ADDRESS: _____ AGE: _____

OCCUPANT OF VEHICLE (SPECIFY OTHER): _____ SEAT POS: _____ INJURY CLASS: _____ SAFETY BELT: _____ EJECTED: YES NO

INVESTIGATED BY: _____ EQUIPMENT REQUIRED: _____

NAME: _____ SEX: _____

ADDRESS: _____ AGE: _____

OCCUPANT OF VEHICLE (SPECIFY OTHER): _____ SEAT POS: _____ INJURY CLASS: _____ SAFETY BELT: _____ EJECTED: YES NO

INVESTIGATED BY: _____ EQUIPMENT REQUIRED: _____

NAME: _____ SEX: _____

ADDRESS: _____ AGE: _____

VEHICLE NO. ONE: Circle damaged parts

ESTIMATED AMOUNT OF DAMAGE: 2500

VEHICLE NO. TWO: Circle damaged parts

ESTIMATED AMOUNT OF DAMAGE: 35000

396

CONDITIONS

SPEED TOO FAST FOR CONDITIONS
 DID NOT GRANT RIGHT OF WAY
 FOLLOWING TOO CLOSE
 DISOBEY STOP OR YIELD SIGN
 FAILED TO SIGNAL PROPERLY
 DISOBEY SIGNAL
 IMPROPER TURNING
 IMPROPER PASSING
 IMPROPER PARKING
 IMPROPER START FROM PARKED POSITION
 OTHER IMPROPER DRIVING
 ON WRONG SIDE OF ROAD
 ARRESTED FOR

FAULTY BRAKES
 IMPROPER LIGHTS
 DEFECTIVE STEERING
 DEFECTIVE TIRES
 OTHER

NO VALUED STICKER

SOFT SHOULDER
 HOLES, RUTS, DEEPS
 CRACKS ON ROAD
 LOOSE SURFACE MATERIAL
 OTHER
 NO ROAD DEFECTS

WET
 MUDDY
 SNOW
 ICE
 OTHER

CLEAR
 CLOUDY
 RAINING
 SHOWING
 FOG
 OTHER

LIGHT CONDITION

DAYLIGHT
 DUSK
 DARK
 DARKNESS

ROAD SURFACE TYPE

DIRT
 GRAVEL
 BITUMINOUS (BLACK TOP)
 CONCRETE
 OTHER

ROAD CHARACTER
 (CHECK ALL THAT APPLY)

STRAIGHT ROAD
 CURVE
 LAWN
 ON GRADE
 HILL (UP)
 HILL (DOWN)
 BRIDGE
 INTERCHANGE
 R & CROSSING
 INTERSECTION

TRAFFIC CONTROL

STOP SIGN
 YIELD SIGN
 STOP & GO SIGNAL
 R & R SIGNAL
 OTHER

NO TRAFFIC CONTROL

DRIVER CONDITIONS

1 2 3

ONE DRIVING - ARTISTY IMPAIRED
 DRIVING - ARTISTY UNKNOWN
 PHYSICAL IMPAIRED
 VERY TIRED

MOTORCYCLE SAFETY EQUIPMENT

HELMET USED
 HELMET & EYE PROTECTION USED
 HELMET NOT USED
 UNKNOWN

TRAFFIC SIGN

TEMP. CHANGE IN TRAFFIC DIRECTION

YES NO

TRAFFIC LANES

TEMP. REDUCTION IN NO. LANES
 TEMP. REDUCTION IN LAKE WIDTH

YES NO

ENFORCEMENT ACTION (Citations, Arrests, Violations, etc.)

ALCOHOL TEST

DRIVER NO. 1
 DRIVER NO. 2
 PEDEST. NO.

REQUESTED FOR:
 ADMINISTERED TO:
 NO TEST

POLICE NOTIFIED DATE 12/1/77 TIME 12:42 A.M. P.M. TIME OFFICER ARRIVED 12:45 A.M. P.M. PHOTOS TAKEN YES NO

ACCIDENT REPORTED BY Mark Herot CODE HOW REPORTED: telephone

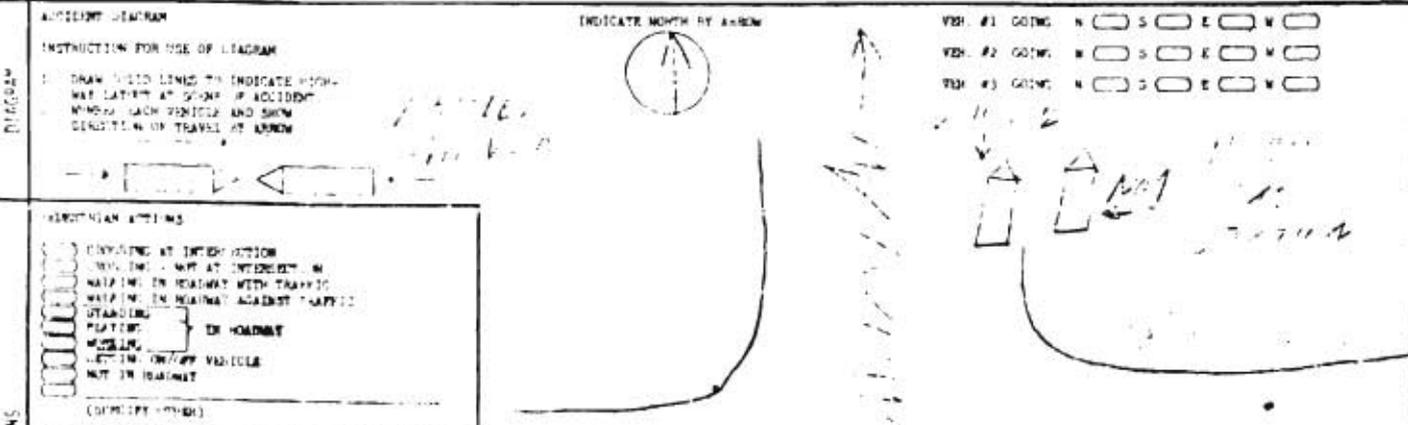
REPORTING OFFICER Capt. J. Walsh PAGE NO. DEPARTMENT police DATE 12/1/77

APPROVED BY DATE APPROVED AGENCIES NOTIFIED

ACCIDENT DESCRIPTION

Vehicle no. 1 was in the intersection of edaty and sixth st as vehicle no 1 approached and in attempting to stop slid into vehicle no2. due to extremely icy street.

INDICATE PRIMARY CAUSE OF ACCIDENT



VEHICLE ACTIONS

STOPPING AT INTERSECTION
 STOPPING - WPT AT INTERSECTION
 WAITING IN ROADWAY WITH TRAFFIC
 WAITING IN ROADWAY AGAINST TRAFFIC

STANDING IN ROADWAY
 MOVING IN ROADWAY
 STOPPING ON/OFF VEHICLE
 NOT IN ROADWAY

(COMPLETE OTHER)

DRIVER-RELATED ACTIONS

1 2 3 4 5 6 7 8 9 10

1. APPROX. OPERATING AHEAD
 2. TURNING LEFT
 3. TURNING RIGHT
 4. STOPPING
 5. STOPPING IN ROADWAY
 6. STOPPING IN ROADWAY
 7. STOPPING IN ROADWAY
 8. STOPPING IN ROADWAY
 9. STOPPING IN ROADWAY
 10. STOPPING IN ROADWAY

(COMPLETE OTHER)

50040091R25

4 of 6

CONDITIONS	DRIVER ACTION <input type="checkbox"/> SPEED TOO FAST FOR CONDITIONS <input type="checkbox"/> DID NOT CHECK RIGHT OF WAY <input type="checkbox"/> FOLLOWING TOO CLOSE <input type="checkbox"/> BACKSLID STOP OR FIELD STOP <input type="checkbox"/> FAILED TO SIGNAL PROPERLY <input type="checkbox"/> SIGNALING SIGNAL <input type="checkbox"/> IMPROPER STOPPING <input type="checkbox"/> IMPROPER PASSING <input type="checkbox"/> IMPROPER START FROM PARKED POSITION <input type="checkbox"/> WHEEL IMPROPERLY PLACED <input type="checkbox"/> ON WRONG SIDE OF ROAD <input type="checkbox"/> MANDATED FOR	VEHICLE CONDITION <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 FAULTY BRAKE DEFLECTIVE LIGHTS DEFLECTIVE SOUNDING DEFLECTIVE TIRES OTHER <input type="checkbox"/> NO VALID DECISION	ROADWAY ENVIRONMENTAL CONDITIONS <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:33%;">ROAD SURFACE</th> <th style="width:33%;">TRAFFIC</th> <th style="width:33%;">WEATHER</th> </tr> <tr> <td> <input type="checkbox"/> SOFT SHOULDER <input type="checkbox"/> HOLES, PITS, POOPS <input type="checkbox"/> OBSTACLES ON ROAD <input type="checkbox"/> LOOSE SURFACE MATERIAL <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> NO ROAD DEFECTS </td> <td> <input type="checkbox"/> DRY <input type="checkbox"/> WET <input type="checkbox"/> SLUSHY <input type="checkbox"/> SNOW <input type="checkbox"/> ICE <input type="checkbox"/> OTHER </td> <td> <input type="checkbox"/> CLEAR <input type="checkbox"/> CLAYDY <input type="checkbox"/> PAINTING <input type="checkbox"/> CHANGING <input type="checkbox"/> OTHER </td> </tr> </table>	ROAD SURFACE	TRAFFIC	WEATHER	<input type="checkbox"/> SOFT SHOULDER <input type="checkbox"/> HOLES, PITS, POOPS <input type="checkbox"/> OBSTACLES ON ROAD <input type="checkbox"/> LOOSE SURFACE MATERIAL <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> NO ROAD DEFECTS	<input type="checkbox"/> DRY <input type="checkbox"/> WET <input type="checkbox"/> SLUSHY <input type="checkbox"/> SNOW <input type="checkbox"/> ICE <input type="checkbox"/> OTHER	<input type="checkbox"/> CLEAR <input type="checkbox"/> CLAYDY <input type="checkbox"/> PAINTING <input type="checkbox"/> CHANGING <input type="checkbox"/> OTHER
	ROAD SURFACE	TRAFFIC	WEATHER						
	<input type="checkbox"/> SOFT SHOULDER <input type="checkbox"/> HOLES, PITS, POOPS <input type="checkbox"/> OBSTACLES ON ROAD <input type="checkbox"/> LOOSE SURFACE MATERIAL <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> NO ROAD DEFECTS	<input type="checkbox"/> DRY <input type="checkbox"/> WET <input type="checkbox"/> SLUSHY <input type="checkbox"/> SNOW <input type="checkbox"/> ICE <input type="checkbox"/> OTHER	<input type="checkbox"/> CLEAR <input type="checkbox"/> CLAYDY <input type="checkbox"/> PAINTING <input type="checkbox"/> CHANGING <input type="checkbox"/> OTHER						
DRIVER CONDITIONS <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 DRIVING - ABILITY DEGRADED DRIVING - ABILITY UNKNOWN PHYSICAL DRAINAGE TIRE TREAD	LIGHT CONDITION <input type="checkbox"/> DAWNLIGHT <input type="checkbox"/> DAWN <input type="checkbox"/> DAWN <input type="checkbox"/> DAWN/DUSK	ROAD SURFACE TYPE <input type="checkbox"/> DIRT <input type="checkbox"/> GRAVEL <input type="checkbox"/> BITUMEN'S (BLACK TOP) <input type="checkbox"/> CONCRETE <input type="checkbox"/> OTHER	ROAD CHARACTERISTICS (CHECK ALL THAT APPLY) <input type="checkbox"/> STRAIGHT ROAD <input type="checkbox"/> CURVE <input type="checkbox"/> TURNS <input type="checkbox"/> ON GRADE <input type="checkbox"/> HILL GRADE <input type="checkbox"/> BUTTE <input type="checkbox"/> INTERCHANGE <input type="checkbox"/> R.R. CROSSING <input type="checkbox"/> INTERSECTION						
DEPENDENT ACTION (Citations, Arrests, Violations, etc.) #1 Failure to stop for red light		MOTORCYCLE SAFETY EQUIPMENT <input type="checkbox"/> HELMET USED <input type="checkbox"/> HELMET & STRAP BOTH USED <input type="checkbox"/> HELMET NOT USED <input type="checkbox"/> UNKNOWN	TRAFFIC VIEW TRAFFIC CHANGE IN TRAFFIC DIRECTION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						
		ALCOHOL TEST <input type="checkbox"/> DRIVER NO. 1 <input type="checkbox"/> DRIVER NO. 2 <input type="checkbox"/> PASSENGER NO.							
		<input type="checkbox"/> ADMITTED FOR ADMINISTRATION TO NO TEST							
IDENTIFICATION POLICE NOTIFIED <input type="checkbox"/> DATE 4-20-78 ACCIDENT REPORTED BY: 1 REPORTING OFFICER: D. RUTHERHAM APPROVED BY: Sgt. Meyer DATE APPROVED: 4/20/78		TDC: 1033 TDC OFFICER: 1038 PHOTOS TAKEN: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO							
ACCIDENT DESCRIPTION: Veh 1 was west bound on 26th; failed to observe red light at 26th Phillips & collided with veh #2 which was north bound on Phillips.		INDICATE PRIMARY CAUSE OF ACCIDENT: Failure to stop for red light							
DIAGRAM INSTRUCTIONS FOR USE OF DIAGRAM: 1. DRAW SOLID LINES TO INDICATE HIGHWAY LAYOUT AT SCENE OF ACCIDENT. 2. NUMBER EACH VEHICLE AND SHOW DIRECTION OF TRAVEL BY ARROW. INDICATE NORTH BY ARROW									
ACTIONS IDENTIFY ACTIONS: <input type="checkbox"/> CROSSING AT INTERSECTION <input type="checkbox"/> CROSSING - NOT AT INTERSECTION <input type="checkbox"/> WAITING IN FORECAST WITH TRAFFIC <input type="checkbox"/> WAITING IN FORECAST AGAINST TRAFFIC <input type="checkbox"/> STOPPING <input type="checkbox"/> PLAYING IN FORECAST <input type="checkbox"/> MOVING <input type="checkbox"/> GETTING ON/OFF VEHICLE <input type="checkbox"/> NOT IN FORECAST (SPECIFY OTHER)									
DRIVER-VEHICLE ACTIONS: <input checked="" type="checkbox"/> 1 GOING STRAIGHT AHEAD <input type="checkbox"/> 2 TURNING LEFT <input type="checkbox"/> 3 STOPPING/STOPPING IN FORECAST <input type="checkbox"/> 4 OVERTAKING <input type="checkbox"/> 5 OVERTAKING/LEAVING PARKED POSITION <input type="checkbox"/> 6 PARKED (SPECIFY OTHER)									

Exhibit B
2 of 2
6 of 6

1000 971
GPO# 4509
FEDERAL ELECTION
COMMISSION

SOUTH DAKOTA STATE LEGISLATURE

PIERRE, SOUTH DAKOTA



70 AUG 14 PM 12:15

HOUSE OF REPRESENTATIVES

805348

My name is Rodney E. Gutzler. I live at 301 E. Washington Ave. in Salem, South Dakota. My phone # is 605-425-2308 and post office box# is 601.

I would like to correct the intent of complaint number four of the complaint I have filed with your office at an earlier date. The sentence reading: "A McDonalds truck from McDonalds Hamburgers with buns was sent by Max Pasley of Sioux Falls however no report is made of any donation or expense or debt." is in error. The statement was not correct and should have read: "Hamburger buns and other items were purchased from McDonalds hamburgers of Sioux Falls and payment was made, yet no report is made of such expenses on F.E.C. reports." Please make that correction on the complaint. The charge of wrong doing was not to infer that Max Pasley the contact at McDonalds had done wrong, but that the campaign had done wrong in not reporting the expense. Also the items were not delivered by McDonalds but were picked up by people from the campaign, a minor point that required correction for the sake of being accurate.

I have uncovered more evidence which relates to my earlier complaint regarding Congressman Larry Pressler (R-SD).

Item #1 of my complaint dealt with the use of a 1978 LTD Ford and the failure to report said Auto to the F.E.C as required within 60 days of the date of the arrangement. I am today submitting an accident report dated 12-4-77 that clearly shows the auto was in use by the campaign as early as 12-4-77. This would make the last legal date to report its use March 4th, 1978. As you will note, report was not made until June 27th, 1978. You will note the following items match on both reports:

- 1) The M.V.S.I. numbers are one and the same.
- 2) The license plate number is the same. The only change from the 1977 to 1978 plates were a small sticker in one corner of the plate. The number stays the same.
- 3) The Vehicle ID number is the same
- 4) The make and Body Style is the same.
- 5) The April 20th report is in error where Roger Johnson said the car was a 1977 model. Both Roger and I thought the car was a 1977 but we were wrong -- it was a 1978.
- 6) The April 20th report shows the owner as Schoenhard Ford Chamberlain, SD which is in error. Lee Schoenhard is connected with Don's Ford-Merc Lease and was the person making the in-kind donation and thus the error by Roger Johnson the Office Mgr. The intent is not to show wrong doing on the part of Mr. Schoenhard. Mr. Schoenhard had no way to control or effect campaign reporting. The wrong doing lies with Mr. Pressler and he alone.

STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY

ACCIDENT NO. 00091123

PIPE MAP
TYPE
LOCATION

DATE OF ACCIDENT: 12/14/77
DAY OF WEEK: Monday
TIME: 12:00
A.M. P.M.

PLACE WHERE ACCIDENT OCCURRED: COUNTY Brookings
INVESTIGATION AT SCENE: YES NO
INVESTIGATED BY: PO
DISP. (Office Use)

ROAD ON WHICH ACCIDENT OCCURRED: 4th St. SYSTEM: U.S. OR STATE COUNTY CITY ST. TWP. OTHER
AT ITS INTERSECTION WITH: Madry Ave. IF OTHER: _____ (City or Town)
IF NOT AT INTERSECTION: FEET _____ OF _____ (Show Nearest Interesting Street)

NAME OF OBJECT STRUCK (LIST EVEN IF NOT DAMAGED): _____ LOCATION OF OBJECT (ON OR OFF HIGHWAY): _____ DAMAGE: _____

DRIVER NO. 1
NAME OF DRIVER: Chamberlain, Jerry SEX: M
ADDRESS: RR # 2 box 21 Brookings, SD
LICENSE NO.: 42277-334 STATE: SD DATE OF BIRTH: 13/25/45
TYPE OF LICENSE: vehicle LICENSE RESTRICTIONS: NONE
EQUIPMENT REQUIRED: _____

DRIVER NO. 2
NAME OF DRIVER: Doop, Caroline Marie SEX: F
ADDRESS: RR # 2 box 21 Brookings, SD
LICENSE NO.: 56231-634 STATE: SD DATE OF BIRTH: 6/26/35
TYPE OF LICENSE: vehicle LICENSE RESTRICTIONS: NONE
EQUIPMENT REQUIRED: _____

VEHICLE NO. 1
MODEL: 78 Ford MAKE: Ford BODY STYLE OR TYPE: sedan N.V.S.T. NO.: P 463226
LICENSE PLATE NO.: B L 4156 STATE: SD YEAR: 77 COORDED: _____
VEHICLE IDENTIFICATION NO. (VIN): 8C631C3611 TRAILER PLATE NO.: _____ STATE: _____
EQUIPMENT REQUIRED: _____

VEHICLE NO. 2
MODEL: 77 Chevrolet MAKE: Chevrolet BODY STYLE OR TYPE: sedan N.V.S.T. NO.: P 472070
LICENSE PLATE NO.: B K 4182 STATE: SD YEAR: 77 COORDED: _____
VEHICLE IDENTIFICATION NO. (VIN): 116017153148 TRAILER PLATE NO.: _____ STATE: _____
EQUIPMENT REQUIRED: _____

NAME OF REGISTERED OWNER: Don's Ford and Mercury
ADDRESS OF OWNER: Chamberlain, S.D.
VEHICLE DRIVABLE: YES NO
EQUIPMENT REQUIRED: _____

NAME OF REGISTERED OWNER: Wayne Doop
ADDRESS OF OWNER: RR # 2 box 21 Brookings, S.D.
VEHICLE DRIVABLE: YES NO
EQUIPMENT REQUIRED: _____

INJURED PERSON 1
OCCUPANT OF VEH. (SPECIFY OTHER): _____ SEAT POS.: _____ INJURY CLASS: _____ SAFETY BELT: _____ EJECTED: _____
EQUIPMENT REQUIRED: _____
NAME: _____ SEX: _____
ADDRESS: _____ AGE: _____

INJURED PERSON 2
OCCUPANT OF VEH. (SPECIFY OTHER): _____ SEAT POS.: _____ INJURY CLASS: _____ SAFETY BELT: _____ EJECTED: _____
EQUIPMENT REQUIRED: _____
NAME: _____ SEX: _____
ADDRESS: _____ AGE: _____

VEHICLE NO. ONE
ESTIMATED AMOUNT OF DAMAGE: 25.00
VEHICLE NO. TWO
ESTIMATED AMOUNT OF DAMAGE: 350.00
OTHER DAMAGE TO VEHICLE: _____

VEHICLE NO. TWO
ESTIMATED AMOUNT OF DAMAGE: 350.00
OTHER DAMAGE TO VEHICLE: _____

CONDITIONS
IDENTIFICATION
NARRATIVE
DIAGRAM
ACTIONS

DRIVER ACTION

SPED TOO FAST FOR CONDITIONS
 DID NOT OBEY LIGHT OF SIG
 FOLLOWED TOO CLOSE
 DECREASED STOP OR YIELD SIGN
 FAILED TO SIGNAL PROPERLY
 STRAGGLING SIGNAL
 IMPROPER TURNING
 IMPROPER PARKING
 IMPROPER PARKING
 IMPROPER START FROM PARKED POSITION
 OTHER IMPROPER DRIVING
 ON WRONG SIDE OF ROAD
 ANNOTATED FOR _____

DRIVER CONDITIONS

ONE DRIVING - ABILITY DIMINISHED
 OTHER DRIVING - ABILITY UNKNOWN
 PHYSICAL IMPAIRMENT
 VERY TIRED

VEHICLE CONDITION

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000. 1001. 1002. 1003. 1004. 1005. 1006. 1007. 1008. 1009. 1010. 1011. 1012. 1013. 1014. 1015. 1016. 1017. 1018. 1019. 1020. 1021. 1022. 1023. 1024. 1025. 1026. 1027. 1028. 1029. 1030. 1031. 1032. 1033. 1034. 1035. 1036. 1037. 1038. 1039. 1040. 1041. 1042. 1043. 1044. 1045. 1046. 1047. 1048. 1049. 1050. 1051. 1052. 1053. 1054. 1055. 1056. 1057. 1058. 1059. 1060. 1061. 1062. 1063. 1064. 1065. 1066. 1067. 1068. 1069. 1070. 1071. 1072. 1073. 1074. 1075. 1076. 1077. 1078. 1079. 1080. 1081. 1082. 1083. 1084. 1085. 1086. 1087. 1088. 1089

I would like to state for the record that when I joined the campaign Feb 15th 1978, the LTD Ford was in use and did have a red tag for the Brookings accident showing damage from impact on the right front corner of the front bumper. The protector guard strip had been broken and the \$25 repair estimate shown on the Accident report seems to be a good estimate of repair cost.

I maintain that the auto of 12-4-77 and 4-20-78 are one in the same and that Congressman Larry Probst intentionally fail to report its use in an attempt to deceive the voters of South Dakota in the Primary held in this state June 6th, 1978.

Signed: 

Rodney E. Gutzler
Box 601, Salem, South Dakota 57058

Notary: 

Seal:

Commission expires 6/22/80

5 9 0 4 8 0 9 1 1 3 0

ACCIDENT NO.

STATE OF SOUTH DAKOTA

TYPE COLLISION LOCATION

360 9 19 1033 16968 1

T-CLASS SYSTEM

DATE OF ACCIDENT APR 20 1978 DAY OF WEEK THURSDAY HOUR 1033 P.M. P.M. FOR MANY VEHICLES INVOLVED IF MORE THAN TWO VEHICLES USE ADDITIONAL REPORT FORMS 2

PLACE WHERE ACCIDENT OCCURRED: COUNTY MINNEHAHA INVESTIGATION AT SCENE [X] YES [] NO INVESTIGATED BY: [] POLICE [] OTHER [] RAILROAD [] OTHER []

ROAD ON WHICH ACCIDENT OCCURRED: PHILLIPS AVE SYSTEM: [] U.S. OF STATE [] COUNTY [] CITY ET. [] TWP. [] OTHER AT ITS INTERSECTION WITH 26TH ST IF OTHER SIOUX FALLS (City or Town) IF NOT AT INTERSECTION (Show nearest intersecting street)

NAME OF OBJECT STRUCK (LIST EVEN IF NOT DAMAGED) LOCATION OF OBJECT (ON OR OFF HIGHWAY) DAMAGE

DRIVER NO. 1 NAME OF DRIVER Johnson, Roger Kent SEX M AGE 30 LICENSE NO. 203 W 12 # 4 SFSO DATE OF BIRTH 9-1-41 TYPE OF LICENSE OPERATORS LICENSE RESTRICTIONS

DRIVER NO. 2 NAME OF DRIVER BROWN, Robert Dean SEX M AGE 55 LICENSE NO. 2501 50 JH HANSON SD DATE OF BIRTH 4-8-23 TYPE OF LICENSE OPERATORS LICENSE RESTRICTIONS

VEHICLE NO. 1 MAKE TR 77 Ford BODY STYLE OR TYPE 4 DR H.V.S.T. NO. 363226 LICENSE PLATE NO. R64156 STATE SD YEAR 78 COOPERATOR 124308 VEHICLE IDENTIFICATION NO. (VIN) E8P635103611F TRAILER PLATE NO. STATE SPEED 30 POSTER LIGHT 2025 BY 2000

VEHICLE NO. 2 MAKE TR 73 Jeep BODY STYLE OR TYPE - H.V.S.T. NO. - LICENSE PLATE NO. P316885 STATE SD YEAR - COOPERATOR - VEHICLE IDENTIFICATION NO. (VIN) DT-SC-316885 TRAILER PLATE NO. STATE SPEED 30 POSTER LIGHT 20 BY 2000

NAME OF REGISTERED OWNER Schuenhard Ford ADDRESS OF OWNER CHAMPAIGN SD VEH. SEIZABLE YES [] NO [] VEH. ADORNO TO: []

NAME OF REGISTERED OWNER U.S. Postal Service ADDRESS OF OWNER VEH. SEIZABLE YES [] NO [] VEH. ADORNO TO: JIM + RONS

OCCUPY OF VEH. (SPECIFY OTHER) SEAT POS. INJURY CLASS. SAFETY BELT. EJECTED: YES [] NO []

OCCUPY OF VEH. (SPECIFY OTHER) SEAT POS. INJURY CLASS. SAFETY BELT. EJECTED: YES [] NO []

EXTRACTED BY: EQUIPMENT REQUIRED: NAME SEX ADDRESS AGE

EXTRACTED BY: EQUIPMENT REQUIRED: NAME SEX ADDRESS AGE

OCCUPY OF VEH. (SPECIFY OTHER) SEAT POS. INJURY CLASS. SAFETY BELT. EJECTED: YES [] NO []

OCCUPY OF VEH. (SPECIFY OTHER) SEAT POS. INJURY CLASS. SAFETY BELT. EJECTED: YES [] NO []

EXTRACTED BY: EQUIPMENT REQUIRED: NAME SEX ADDRESS AGE

EXTRACTED BY: EQUIPMENT REQUIRED: NAME SEX ADDRESS AGE

OCCUPY OF VEH. (SPECIFY OTHER) SEAT POS. INJURY CLASS. SAFETY BELT. EJECTED: YES [] NO []

OCCUPY OF VEH. (SPECIFY OTHER) SEAT POS. INJURY CLASS. SAFETY BELT. EJECTED: YES [] NO []

EXTRACTED BY: EQUIPMENT REQUIRED: NAME SEX ADDRESS AGE

EXTRACTED BY: EQUIPMENT REQUIRED: NAME SEX ADDRESS AGE

VEHICLE DAMAGE VEHICLE NO. ONE Circle damaged parts ESTIMATED AMOUNT OF DAMAGE \$ 650.00 RIB TAG NO. F34095

VEHICLE DAMAGE VEHICLE NO. TWO Circle damaged parts ESTIMATED AMOUNT OF DAMAGE \$ 375.00 RIB TAG NO. F341094

Nov '77 to LEASE

ACCIDENT RPT Drawings MADE ON

FEB 15

Exhibit B

3
Rodney E. Gutzler [REDACTED]
Box 60,
Salem, South Dakota 57058

The Federal Election Commission
1325 K Street North West
Washington, D.C.
20463

RECEIVED
FEDERAL ELECTION
COMMISSION

70 AUG 1

12:15

1 1 9
CERTIFIED

No. 545211

MAIL

RETURN RECEIPT
REQUESTED





UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

CC# 4435

Address Reply to the
Division Indicated
and Refer to Initials and Number
PBH:THH:CCD:ph
186-017-39

4 AUG 1978

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

Re: Congressman Larry Pressler;
2 U.S.C. 434(b) and 441b.

Dear Mr. Oldaker:

This will refer to our letter to you dated July 20, 1978, in which we indicated that we had requested the Federal Bureau of Investigation to conduct a preliminary inquiry into allegations that Congressman Larry Pressler may have received in-kind contributions from corporations which he failed to report to the Commission.

The Bureau has questioned the complainant in this matter, and on the basis of the information thus supplied to us we have determined that the matter is not appropriate for prosecutive treatment under 2 U.S.C. 441j. Accordingly, we are enclosing herewith for whatever attention the Commission considers appropriate under 2 U.S.C. 437g a copy of the investigative materials which the Bureau developed at our request in this matter.

If we can be of further assistance to you, please advise.

Sincerely,

PHILIP B. HEYMANN
Assistant Attorney General
Criminal Division

By: *Thomas H. Henderson, Jr.*
THOMAS H. HENDERSON, JR.
Chief, Public Integrity Section

Enclosure

5004009134

PBH:THH:CCD:ph
186-017-39

4 AUG 1978

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

Re: Congressman Larry Pressler;
2 U.S.C. 434(b) and 441b.

Dear Mr. Oldaker:

This will refer to our letter to you dated July 20, 1978, in which we indicated that we had requested the Federal Bureau of Investigation to conduct a preliminary inquiry into allegations that Congressman Larry Pressler may have received in-kind contributions from corporations which he failed to report to the Commission.

The Bureau has questioned the complainant in this matter, and on the basis of the information thus supplied to us we have determined that the matter is not appropriate for prosecutive treatment under 2 U.S.C. 441j. Accordingly, we are enclosing herewith for whatever attention the Commission considers appropriate under 2 U.S.C. 437g a copy of the investigative materials which the Bureau developed at our request in this matter.

If we can be of further assistance to you, please advise.

Sincerely,

PHILIP B. HEYMANN
Assistant Attorney General
Criminal Division

By: THOMAS H. HENDERSON, JR.
Chief, Public Integrity Section

Enclosure

5904091135



UNITED STATES DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION

Minneapolis, Minnesota

June 5, 1978

In Reply, Please Refer to
File No.

UNKNOWN SUBJECT;
CAMPAIGN OF U.S. REPRESENTATIVE
LARRY PRESSLER
REPUBLICAN, SOUTH DAKOTA
FOR U.S. SENATE

An allegation has been received by the Minneapolis Office of the FBI regarding alleged violations of the Federal Elections Campaign Act in the campaign of U.S. Representative Larry Pressler, Sioux Falls, South Dakota for the U.S. Senate.

On June 29, 1978 Rodney Gutzler, Salem, South Dakota appeared at the Office of U.S. Attorney David V. Vrooman, District of South Dakota, and voluntarily provided an oral statement concerning what he believed were Election Law violations for the "Larry Pressler for U.S. Senate" campaign. Present during Gutzler's statement were Mr. Vrooman, Assistant United States Attorney (AUSA) Robert D. Haring, District of South Dakota, and Special Agents of the FBI, the latter present at the request of the United States Attorney (USA).

Previous to a statement being given, Mr. Vrooman referred to four recent newspaper articles appearing in the Argus Leader newspaper, a daily newspaper published at Sioux Falls, South Dakota, said articles printed based upon information provided by Gutzler. The articles referred to the "Larry Pressler for U.S. Senate" campaign and allegations were made by Gutzler regarding contributors to the campaign, the use of Pressler's staff and the use of congressional office equipment to assist in the campaign. Mr. Vrooman stated he read the news articles with interest and saw nothing to indicate a violation of federal law.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

69040091136

UNKNOWN SUBJECT;
CAMPAIGN OF U.S. REPRESENTATIVE
LARRY PRESSLER
REPUBLICAN, SOUTH DAKOTA
FOR U.S. SENATE

Gutzler, thereupon advised he had additional information which was not printed in the Argus Leader newspaper inasmuch as neither he nor the newspaper reporter "had all the ends nailed down" and he thought it was best to "save it" for the USA and the FBI.

Mr. Vrooman, after hearing the new allegations by Gutzler, authorized a preliminary investigation and advised he felt if investigation proved Gutzler's allegation true, a violation of Title 2, U.S. Code, Sections 441(a) and/or 441(b) existed.

Gutzler, thereafter, appeared at the Sioux Falls, South Dakota Office of the FBI, and provided the following signed statement:

"I, Rodney Gutzler, make the following statement to Special Agents Ronald E. Brugger and Leon J. Cantin who have identified themselves to me as agents of the FBI. No threats or promises have been made.

"I was a campaign staff aide for the "Larry Pressler For U.S. Senate" campaign from 2/15/78 until 6/15/78. On 6/25/78 I read in the Argus Leader newspaper, Sioux Falls, SD, that I was fired. From January, 1977, to present, I have also been a member of the South Dakota State House of Representatives. I currently live in Salem, SD. My date of birth is 7/21/48 at Hastings, Nebraska.

"During the time I was working for the Pressler campaign I learned of two vehicles being used by the campaign which did not appear to have been reported on the Federal Election Commission (FEC) reports filed by the campaign.

"The first vehicle, a 1978 Ford LTD, 4 door, yellow in color, serial number F8P63S103611F, license number (South Dakota) BL 4156 was driven by me on almost a daily basis during the campaign. Through research I was able to determine an application for

UNKNOWN SUBJECT;
CAMPAIGN OF U.S. REPRESENTATIVE
LARRY PRESSLER
REPUBLICAN, SOUTH DAKOTA
FOR U.S. SENATE

motor vehicle title, number 571444, was made for the vehicle on 11/23/77 by Don's Ford-Mercury Lease, Chamberlain, SD. A certificate of Title was issued to Dons Ford Mercury Lease, Chamberlain SD, on 12/13/77. An assignment of Certificate of Title was made by Dons Ford-Mercury Lease to Sids Truck Sales, Sioux Falls, SD, on 5/16/78. A Certificate of Title was issued to Sids Truck Sales, Sioux Falls, SD, on 6/2/78.

"Through research I was also able to determine an automobile lease agreement was entered into by the "Larry Pressler for U.S. Senate" campaign on 5/11/78. Donald Lias, treasurer and manager of the campaign, signed the lease. The automobile lease was for a second vehicle, a 1978 Catalina Pontiac, serial number 2Y60A8P110661 (Illegible), for six months, at \$150 per month. On the day I obtained a copy of the lease, 6/14/78, a friend of mine attempted to obtain a lease as described above. However, he could not obtain a six months lease nor could he obtain it for \$150 per month. The monthly price quoted to him was \$210 per month.

"I obtained copies of the FEC reports for the campaign, from the Argus Leader newspaper for the periods 11/3/77 through 5/22/78 and neither of the two vehicles mentioned above were mentioned, nor were payments for the vehicles mentioned. In the FEC reports, the following car rental charges on "American Express" were listed: 11/17/77 \$214.53; 11/22/77 \$97.52; and 12/1/77 \$68.05. However, I feel those charges were not related to the Ford as the Certificate of Title for the Ford does not correspond to the dates.

"I know of no other FEC reports. I can not say that there are not other reports, however.

UNKNOWN SUBJECT;
CAMPAIGN OF U.S. REPRESENTATIVE
LARRY PRESSLER
REPUBLICAN, SOUTH DAKOTA
FOR U.S. SENATE

"As I understand the Election Laws, when the Ford was obtained there should have been a record in the FEC reports of (1) a payment for the vehicle by the campaign, (2) a donation of the vehicle to the campaign, or (3) a payable set up for the vehicle by the campaign. In that the Certificate of Title for the Ford was dated 12/13/77 and I have copies of the FEC reports which cover the period 11/3/77 through 5/22/78, I feel there should have been mention of the Ford in the FEC reports.

"As I understand the Election Laws, when the Pontiac was leased there also should have been a record in the FEC reports of the first payment made for the vehicle. In that the lease was dated 5/11/78 and the lease stated \$150 was to be paid in advance on the 11th day of each month, and I have copies of the FEC reports which cover the period 11/3/77 through 5/22/78, I feel there should have been mention of the Pontiac in the FEC reports.

"I have made copies of the Certificates of Title for the Ford, the lease for the Pontiac, and the FEC reports, available to the FBI.

"Early when I started in the campaign, in approximately February, 1978, Pressler said something to me to the effect that an agreement needed to be drawn up and payment made by Don Lias to pay Don's Ford Mercury in Chamberlain, SD. Pressler, thereafter, told me to check with Lias whether the agreement was taken care of. The Ford was in a wreck on 4/20/78 and, thereafter, appears to have been sold to Sid's Truck Sales, Sioux Falls, SD. Whenever Pressler told me to tell Lias to have the agreement taken care of, I relayed the message to Lias but never knew whether Lias did take care of the agreement.

69040091139

UNKNOWN SUBJECT;
CAMPAIGN OF U.S. REPRESENTATIVE
LARRY PRESSLER
REPUBLICAN, SOUTH DAKOTA
FOR U.S. SENATE

"I have read this statement of four pages
and it is true to the best of my knowledge

"/s/ Rodney Eugene Gutzler

"Witness: Leon J. Cantin, SA, FBI, SFSD, 6/29/78.
Ronald E. Brugger, Special Agent, FBI,
6/29/78".

GUTZLER was advised as to the nature of a
preliminary investigation and that a full field
investigation would have to be authorized by the U.S.
Department of Justice, Washington, D.C.

GUTZLER inquired as to what he should tell
the Sioux Falls Argus Leader newspaper and he was told
he would have to be the best judge as to the amount of
information, if any, to provide the newspaper regarding
the allegations.

The interview was thereupon concluded.

69040091140



FEDERAL ELECTION COMMISSION

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

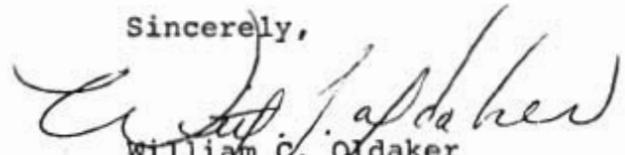
August 9, 1978

Rodney E. Gutzler
301 East Washington Avenue
Salem, South Dakota

Dear Mr. Gutzler:

This is to acknowledge receipt of your complaint of August 1, 1978, alleging violations of the Federal Election Campaign Laws. A staff member has been assigned to analyze your allegations and a recommendation to the Federal Election Commission as to how this matter should be handled will be made shortly. You will be notified as soon as the Commission determines what action should be taken. For your information, we have attached a brief description of the Commission's preliminary procedures for the handling of complaints.

Sincerely,


William C. Oidaker
General Counsel

Enclosure

10 JUL 1978

PHH:THH:CCD:ph
186-39-NEW

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

Re: Congressman Larry Pressler

Dear Mr. Oldaker:

In accordance with paragraph 4 of our Memorandum of Understanding, this is to advise the Commission that the Department of Justice has received a complaint involving possible violations of 2 U.S.C. 441b and 434(b)(2) by Congressman Larry Pressler of South Dakota, who as you know is presently a candidate for the United States Senate. The facts of this complaint are that Congressman Pressler may have received in-kind contributions from corporations which he failed to report to the Commission.

The Federal Bureau of Investigation has been requested to conduct a preliminary investigation in this matter to determine whether prosecutable violations of the Federal Election Campaign Act cognizable under 2 U.S.C. 441j may be present. When this investigation has been completed, and a prosecutive determination made, we will furnish your office with copies of investigative materials developed by the Bureau.

Sincerely,

PHILIP B. HEYMANN
Assistant ~~Attorney~~ General
Criminal Division

By:

THOMAS H. HENDERSON, JR.
Chief, Public Integrity Section

69040091142

MUR 671 Gcc# 4370

FEDERAL BUREAU OF INVESTIGATION

1978 AUG 4 AM 12:07

F.B.I. COMPLAINT FILED BY

RODNEY E. GUTZLER

SALM, S.D.

8-1-78

VS

REP LARRY PRESSLER (R. S.D.)

50040091143

My name is Rodney Eugene Gutzler. I live at 301 East Washington Ave. in Salem South Dakota. My phone number is 605-425-2308 and my post office Box # is 601.

I am a member of the South Dakota House of Representatives and a former Pressler campaign staff worker (Feb 15th 1978 to June 15th 1978). It is as a citizen of South Dakota and not a candidate nor in behalf of any candidate that I hereby file this complaint regarding the Larry Pressler for United States Senate Campaign. My complaint is as follows:

1) The Pressler for United States Senate campaign used a 1978 Ford LTD during the period of January 1978 to April 20th 1978 without reporting this auto on any pre-primary F.E.C. reports as a donation, expense, or a debt to be paid. The above mentioned auto was used just for campaign purposes and was not the private auto of the candidate. In late March 1978 Roger Johnson the office manager, issued an office memo which forbid anyone from using the auto for anything other than campaign. Use of this auto ended on April 20th 1978 when Roger Johnson had an accident with it in Sioux Falls. Exhibit "B" is a photo copy of that accident report. Exhibit "A" are the ownership records for said auto showing the owner to be Don's Ford-Mercury Lease of Chamberlain, S.D. during the time in question. Drivers of this auto included along with myself, Rep Pressler, Roger Johnson, Lane Gruenwald (aide), and Wendy Johnson (aide). All of those listed would have 1st hand information regarding the use of the LTD Ford. Failure to report the use of this auto is a clear attempt to mislead the voters of this state. It was not until June 27th 1978 and after stories began to run in the Sioux Falls Argus Leader that Pressler made any attempt to pay for or report the payment for use of this auto. A clear attempt to cover up wrong doing on the part of the campaign.

2) The Pressler for United States Senate campaign failed to report a 1978 Pontiac Catalina leased from Kindler Pont.-Cad. of Sioux Falls, S.D. (see exhibit "C" which is a copy of that lease agreement.) Inspection of the lease will produce the following facts:

- a) The Lessor is Larry Pressler for U.S. Senate, Don Lias Humboldt Treas.
- b) The lease is dated May 11th 1978
- c) The lease is signed by Don Lias campaign Treas.
- d) The lease is for a 6 month period to start May 11th 1978
- e) The lease price is \$150 per month.
- f) The 1st 150.00 is payable in advance on May 11th, 1978.

With these facts in mind the complaint takes on several aspects;

- a) \$150.00 per the lease agreement was to be paid on May 11th 1978 yet F.E.C. reports for the period 4-1-78 to 5-22-78 (the period in question) show no record of any such lease payment, nor does it show as a debt or contribution.
- b) \$150.00 per month for a 1978 Pont. Cat. is lower than the private citizen can lease that same car for that dealer.
- c) The dealer will not lease a car for less than 12 months to a private citizen.

Points "b and c" were verified on June 14th by Jeff Stinson a reporter for the Sioux Falls Argus Leader. He tried on that date to lease that type of Auto from that same dealer and received a quote of approx. \$225 per month and not less than one year on the lease. This raises the question of an illegal Corporate contribution since Kindler Pont-Cad is a corporation.

3) The Pressler campaign failed to report the use of the Campaign office located in Humboldt, South Dakota in a building known as the Humboldt medical building. This office was used from early March 1978 until July of 1978 when Hqrs were moved to Sioux Falls S.D. (This does not mean that the campaign no longer uses the building but at least some functions have been moved to Sioux Falls) No pre-primary report was made to the F.E.C. even though the building was used in total by the Pressler campaign. Coverage for liability insurance for this building was handled by Howalt McCowell Ins of Sioux Falls, S.D.. Payment for such insurance appears on page 4 of 10 on the F.E.C. report for the period 1-1-78 to 3-31-78. Roger Johnson, office manager, secured a lease agreement with the Humboldt Medical Assn. in late March 1978 which should still be in existence. The only office rental expense reported was for the Rapid City office in Rapid City, SD. Rental of the Humboldt office should have been reported to the voters prior to the June 6th primary.

4) The F.E.C. report for the period of 4-1-78 to 5-22-78 shows proceeds of \$1032.00 for a Pressler for Senate dance held in Humboldt, S.D. on April 15th, 1978. No where in the pre-primary reports are there records of any expenses for that dance or in-kind contributions for items donated for that dance even though the dance featured a lunch of roast beef. A McDonalds truck from McDonalds Hamburgers with buns was sent by Max Pasley of Sioux Falls however no report is made of any donation or expense or debt. No report is made for expense, donation, or debt for the beef provided to the dance goers. The expected attendance was from 1000 to 1500 so there was alot of beef.

5) No unemployment insurance account was set up with the South Dakota D.O.L. as of June 15th, 1978 even though South Dakota law requires it. At no time during my stay with the campaign were there less than three employees.

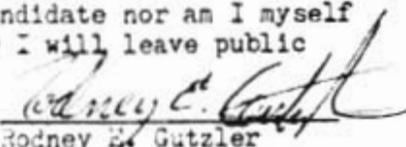
6) Withholdings were done wrong per IRS regulations until I brought pressure through the press. My account was corrected June 29th 1978 (see exhibit "D") however, other employees may remain incorrect.

7) The Pressler campaign used the Washington D.C. Congressional office for campaign use. Exhibit "E & F" are a good example. The exhibit shows:

- 1) The letter was typed on campaign stationery
- 2) The letter was typed by "ER" the code for Eleanor Rhodes, Pressler's Congressional secretary in the Washington D.C. office.
- 3) The letter was dated Ap. 19th, 1978
- 4) The letter was mailed from Washington Ap 21, 1978.

On June 25th 1978 Pressler blamed me for typing this same letter on Sioux Falls Congressional memory typewriter equipment in an article that ran in the Sioux Falls Argus Leader. As you can see the letter was typed in Washington by his own Congressional staff. This is a misuse of the taxpayers equipment and labor.

- file this complaint in my own behalf and that of the people of South Dakota. This complaint is not intended to be in behalf of any candidate nor am I myself a candidate for re-election in 1978. As of January 1979 I will leave public office.

SIGNED: 
Rodney E. Gutzler
Box 601, Salem, S.D.

DATED: 8-1-78

Signed before William D. Matheson, Notary Public
for South Dakota Aug 1 1978
My Commission Expires 10-20-80

500109145

69040091146

Exhibit A

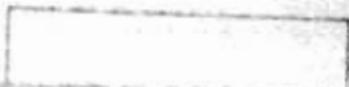
Assignment of Title To A Motor Vehicle, Trailer or Trailer Coach
STATE OF MICHIGAN

THIS IS TO CERTIFY THAT THE FOLLOWING DESCRIBED MOTOR VEHICLE, TRAILER OR TRAILER COACH

| | | | |
|---|--------------------|----------------|--------------|
| VEHICLE IDENTIFICATION NUMBER
873448 | YEAR
1977 | MAKE
FORD | MODEL
LTD |
| VEHICLE LICENSE NUMBER
8P635 103611 | YEAR MODEL
1978 | WEIGHT
4032 | |

**DONS FORD MERCURY LEASE
CHAMBERLAIN**

13 N



FIRST LIEN

HELD BY _____
ADDRESS 00005535550

| | | |
|--------------------------------------|--|----------------------|
| DATE OF NOTATION | LEIN DISCHARGED | DATE OF CANCELLATION |
| NOTED BY REGISTER OF DEEDS OR DEPUTY | CANCELLED BY REGISTER OF DEEDS OR DEPUTY | |
| SIGNATURE | SIGNATURE | |

SECOND LIEN

HELD BY _____
ADDRESS _____

| | | |
|--------------------------------------|--|----------------------|
| DATE OF NOTATION | LEIN DISCHARGED | DATE OF CANCELLATION |
| NOTED BY REGISTER OF DEEDS OR DEPUTY | CANCELLED BY REGISTER OF DEEDS OR DEPUTY | |
| SIGNATURE | SIGNATURE | |

THIRD LIEN

HELD BY _____
ADDRESS _____

| | | |
|--------------------------------------|--|----------------------|
| DATE OF NOTATION | LEIN DISCHARGED | DATE OF CANCELLATION |
| NOTED BY REGISTER OF DEEDS OR DEPUTY | CANCELLED BY REGISTER OF DEEDS OR DEPUTY | |
| SIGNATURE | SIGNATURE | |

WITNESS MY HAND AND OFFICIAL SEAL THE DATE SHOWN ABOVE



MICHIGAN DEPARTMENT OF PUBLIC SAFETY

STATE OF SOUTH DAKOTA
APPLICATION FOR MOTOR VEHICLE TITLE & REGISTRATION

The following must be presented to the title and registration office when applying for title and registration of a motor vehicle not previously titled and registered in South Dakota: (1) This application (2) Copy of Federal Price Label or other advance pricing Notice if new motor vehicle and sold by a licensed South Dakota dealer, or the bill of sale if vehicle is purchased used or outside the state of South Dakota (3) Tangible evidence of the amount of a similar tax paid in another state (4) A renunciation of the other state's registration tax due

TITLE NO.
LICENSE NO. BL4150
DATE ASSIGNED
MONTH _____ DAY _____ YEAR _____

CERTIFICATE TITLE 571444

NAME Don's Ford-Mercury Lease
LAST FIRST MIDDLE
STREET NO. Chamberlain CITY Baile COUNTY SD STATE

DESCRIPTION OF VEHICLE: (CAUTION USE CARE IN LISTING YOUR MODEL AND SERIAL NUMBER CORRECTLY)
 NEW USED MAKE FORD SERIAL NO. 8P63S-103611 MODEL LTD
4 door pillard BODY TYPE YEAR 1978 WEIGHT 4032 COLOR cream NO OF CYLS 8 ENG. CU. IN. 400 cid

STATEMENT OF ALL LIENS, MORTGAGES OR ENCUMBRANCES

1ST LIENHOLDER (AMOUNT OF LIEN) NAME & ADDRESS OF LIENHOLDER
(2ND LIEN)

1. ACCESSORIES (AIR COND.) (POWER STR.) (AUTO TRANS.) (TILT ST. WHL.) (VINYL ROOF) (STERO-RAD) (SPEED CONT.)
MUST BE LISTED NO YES NO YES NO YES NO YES NO YES

2. TRUCKS AND OTHER COMMERCIAL VEHICLES GAS DIESEL DIESEL LPG
WHEEL BASE _____ NO OF WHEELS _____
3. MOBILE HOMES, REC. VEHICLES AND TRAILERS WIDTH _____ LENGTH _____
NO OF BEDROOMS _____ WGT _____
4. MOUNTED EQUIP ON TRUCK & TRAILERS (DEALER MUST COLLECT SALES TAX)
DOES VEHICLE HAVE MOUNTED EQUIP? YES _____ NO _____
HAS S.D. USE OR SALES TAX BEEN PAID? YES _____ NO _____

5. DESC. & COST OF MOUNTED EQUIP.

6. PURCHASED FROM
NAME Don's Ford - Mercury
STREET East Hwy. 16th
CITY Chamberlain, SD 57325
STATE _____ DATE _____
TITLE SURRENDERED FROM STATE OF _____
NO. _____ S _____
(TITLE NUMBER) PURCHASE PRICE _____
9. RESIDENT _____ NON-RESIDENT _____ MILITARY _____

7. CERTIFICATE OF NON-RESIDENT:
TANGIBLE EVIDENCE OF NON-RESIDENT AND EMPLOYMENT
DATE BEGINNING RESIDENCE IN S.D. MONTH _____ DAY _____ YEAR _____
EMPLOYMENT IN S.D. MONTH _____ DAY _____ YEAR _____

8. CERTIFICATE OF MILITARY PERSONNEL
ACTIVE DUTY AT PRESENT TIME WITH _____ BRANCH _____
DATES OF ACTIVE DUTY
MONTH _____ DAY _____ YEAR _____ MONTH _____ DAY _____ YEAR _____
DISCHARGE DATE MONTH _____ DAY _____ YEAR _____

10. DEALER PRICE CERTIFICATION

I hereby certify that item 11 below is the manufacturer's suggested list price or the purchase price of a new vehicle which ever is greater or, the Guidebook price or purchase price of a used vehicle which ever is greater.

DEALERS NAME Don's Ford - Mercury DEALER NO. 287 TITLE Buyer
SIGNATURE [Signature] [Signature] NOTARY PUBLIC

WITHOUT THE INFORMATION ABOVE COMPLETE - TAX WILL BE COMPUTED AS FULLY EQUIPPED AND TITLES HELD

11. TAX COMPUTATION
A. NEWS 7739.00 OR USED \$ _____ X 0.3% TAX \$ 232.17 M.V. REGISTRATION TAX DUE
B. CREDIT FOR SIMILAR TAX PAID IN ANOTHER STATE ATTA. H EVIDENCE \$ _____
C. BALANCE OF TAX DUE AND PAYABLE \$ _____
DO NOT USE THIS SPACE

DO NOT USE THIS SPACE
APPROVED
NOV 30 1977

12. OWNER'S SIGNATURE Don's Ford-Mercury Lease
SUBSCRIBED & SWORN TO BEFORE ME THIS 23 DAY Nov 1977
SIGNATURE OF NOTARY PUBLIC OR COUNTY TREASURER [Signature]

**Manufacturer's (or Importer's)
Statement of Origin to a Motor Vehicle**

The undersigned Corporation, Ford Motor Company, hereby certifies that the new motor vehicle described below, manufactured or imported by and the property of said Corporation has been transferred by it

1974 SEP 19 77 103011 0

to (Distributor, Dealer, Etc.)
OWNS FORD-MERCURY

whose address is (Street, City and State)
147 10 EAST

CHARLELAIN SD 57325

Trade Name Series or Model Year
FORD 63 1978

Body Type No. Cyl
FORD LTD 4-DR PD HT 8

Manufacturer's Motor Vehicle Identification No.
8CAB5103011

W.P. (Gross) Shipping Weight
4120 4032

If Truck or Commercial Vehicle, Give Capacity (To be given in terms as required by the State)

The Corporation further certifies that its said transfer was the first transfer by it of such new motor vehicle in ordinary trade and commerce.

By *Arthur R. Kelly* Dearborn, Michigan
Ford Motor Company Secretary City State

FIRST ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby transfers the Statement of Origin and the motor vehicle described
Make or DON'S Ford Mustang-LEASE
Address CHAMBERLAIN S.D.A.C.
and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below.

Date of Sale _____ Date _____ To Whom Due _____ Address _____
Dated 11/23 1977 at CHAMBERLAIN S.D.A.C.
DON'S Ford-Mustang Donald Schell 11/23/77
Transferor (Full Name) _____ Sign Here _____
Dealer License (Permit) No. D-287

Before me personally appeared Donald L. Schell who by me being duly sworn upon oath says that the statements set forth above are true and correct.
Subscribed and sworn to before me this _____ day of _____, 19____
(Notary Seal) Notary Public _____
for _____ County, State of South Dakota

SECOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers the Statement of Origin and the motor vehicle described
Make or _____
Address _____
and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below.

Date of Sale _____ Date _____ To Whom Due _____ Address _____
Dated _____ 19____ at _____
Transferor (Full Name) _____ By _____ Sign Here _____ Position _____
Dealer License (Permit) No. _____

Before me personally appeared _____ who by me being duly sworn upon oath says that the statements set forth above are true and correct.
Subscribed and sworn to before me this _____ day of _____, 19____
(Notary Seal) Notary Public _____
for _____ County, State of _____

THIRD ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers the Statement of Origin and the motor vehicle described
Make or _____
Address _____
and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below.

Date of Sale _____ Date _____ To Whom Due _____ Address _____
Dated _____ 19____ at _____
Transferor (Full Name) _____ By _____ Sign Here _____ Position _____
Dealer License (Permit) No. _____

Before me personally appeared _____ who by me being duly sworn upon oath says that the statements set forth above are true and correct.
Subscribed and sworn to before me this _____ day of _____, 19____
(Notary Seal) Notary Public _____
for _____ County, State of _____

69040091150

Continuation of Title To A Motor Vehicle, Trailer or Trailer Coach

STATE OF MISSISSIPPI

TO BE FILED IN FOLLOWING OFFICE: MOTOR VEHICLE, TRAILER OR TRAILER COACH

| | | | | |
|---|--------------|--------------|--------------|----------------|
| VEHICLE IDENTIFICATION NUMBER
81025 107621 | YEAR
1978 | MAKE
FORD | MODEL
LTD | WEIGHT
4032 |
|---|--------------|--------------|--------------|----------------|

6106 TRUCK SALES

RR 2 BOX 62A
SEOK FALLS

01 Y 1

| |
|--|
| |
|--|

FIRST LIEN

24,203.09

WESTERN STATE BANK

1800 N 12 ST P.O. 003305458

| | | |
|-----------|--|----------------------|
| | LIEN DISCHARGED | DATE OF CANCELLATION |
| | CANCELLED BY REGISTER OF DEEDS OR DEPUTY | |
| SIGNATURE | SIGNATURE | |

SECOND LIEN

| | | |
|-----------|--|----------------------|
| | LIEN DISCHARGED | DATE OF CANCELLATION |
| | CANCELLED BY REGISTER OF DEEDS OR DEPUTY | |
| SIGNATURE | SIGNATURE | |

THIRD LIEN

| | | |
|-----------|--|----------------------|
| | LIEN DISCHARGED | DATE OF CANCELLATION |
| | CANCELLED BY REGISTER OF DEEDS OR DEPUTY | |
| SIGNATURE | SIGNATURE | |

WITNESSED BY NAME AND OFFICIAL SEAL THE DATE SHOWN ABOVE



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

59040091151

Statement of Title To A Motor Vehicle, Trailer or Trailer Coach

| | | | | | | |
|-------------------------|--|-------------------|------|----------------------|-----|------|
| 171444 | | 12 23 77 | 1978 | FORD | LTD | 0032 |
| FORD FORD MERCURY LEASE | | | | | | |
| CHAMBERLAIN | | | | | | |
| FIRST LIAISON | | | | | | |
| RECEIVED | | | | | | |
| DATE OF REGISTRATION | | DATE OF DISCHARGE | | DATE OF CANCELLATION | | |
| SIGNATURE | | SIGNATURE | | SIGNATURE | | |
| SECOND LIAISON | | | | | | |
| DATE OF REGISTRATION | | DATE OF DISCHARGE | | DATE OF CANCELLATION | | |
| SIGNATURE | | SIGNATURE | | SIGNATURE | | |
| THIRD LIAISON | | | | | | |
| DATE OF REGISTRATION | | DATE OF DISCHARGE | | DATE OF CANCELLATION | | |
| SIGNATURE | | SIGNATURE | | SIGNATURE | | |

12-10-77

Doris C. Griffin



ASSIGNMENT OF CERTIFICATE OF TITLE
TRADERS OR ALTERATIONS VOID THIS CERTIFICATE OF TITLE

I am the owner of the vehicle described on the face of this Certificate of Title by hereby
sell and assign all my own rights, title and interest in said vehicle to

PURCHASER: 121 Side Street 52603
Box 62A, States Marina O/S R

SELLER: FLORIAN
4203 W. Washington Ave. W. 52603
16 11/11/78
19 78
NOTARY PUBLIC OR COUNTY OFFICER
Jeanne [Signature]

FIRST REASSIGNMENT BY LICENSED DEALER

I, a licensed Dealer in the territory will and assign all my own rights, title and interest in the
vehicle described on the face of this title, to

RECEIPT

PURCHASER: 121

CITY: 121 COUNTY: STATE:

Register of Deeds
ADDRESS: NATURE:
19
NOTARY PUBLIC OR COUNTY OFFICER

NOTICE

This instrument shall be presented to the Register of Deeds within fifteen days from date
of recording. No. 22-2-27 (200) - 1987 Penalties for a Penalty Title Fee of \$1.00 Per Week, or
Failure to Comply in South of the State (12) Days Late Penalty Fee Shall Not Exceed Five (\$
5.00).

SECOND REASSIGNMENT BY LICENSED DEALER

I, a licensed Dealer in the territory will and assign all my own rights, title and interest in the
vehicle described on the face of this title, to

PURCHASER: 121

CITY: COUNTY: STATE:

Register of Deeds
ADDRESS: NATURE:
19
NOTARY PUBLIC OR COUNTY OFFICER

CONDITIONS

VEHICLE TO BE TESTED FOR CONDITIONS:
 DID NOT GRAB START OF MAT
 FOLLOWING TOO CLOSE
 OBLSCURED STOP OR YIELD SIGN
 FAILED TO SIGNAL PROPERLY
 OBLSCURED SIGNAL
 IMPROPER TURNING
 IMPROPER PARKING
 IMPROPER LANE CHANGING
 IMPROPER START FROM PARKED POSITION
 OTHER IMPROPER DRIVING
 ON WRONG SIDE OF ROAD
 ANOTHER PCR

DRIVER CONDITIONS

1. D/W
 2. T/W
 3. V/W
 4. A/W
 5. P/W
 6. V/W

OTHER SHIRT ACTION (Citations, Arrests, Violations, etc.)

FAULTY PARTS
 BRAKE LIGHTS
 BRAKE LINES
 BRAKE FLUID
 TIRE TREAD
 OTHER

LIGHT CONDITION
 DAYLIGHT
 DAWN
 DARKNESS

ROAD SURFACE TYPE
 DIRT
 GRAVEL
 BITUMINOUS (BLACK TOP)
 CONCRETE
 OTHER

MOTORCYCLE SAFETY EQUIPMENT
 HELMET USED
 HELMET & EYE PROTECTION USED
 RINGS USED
 OTHER

ROAD CHARACTERISTICS
 (CHECK ALL THAT APPLY)
 STRAIGHT ROAD
 CURVE
 LEVEL
 UP GRADE
 HILL CREST

TRAFFIC CONTROL
 STOP SIGN
 YIELD SIGN
 STOP & GO SIGNAL
 R. S. SIGNAL
 OTHER
 NO TRAFFIC CONTROL

TRAFFIC SIGN
 STOP PROJECTION IN NO. LANE
 STOP PROJECTION IN LANE OTHER THAN

ALCOHOL TEST
 DRIVER NO. 1
 DRIVER NO. 2
 PASSENGER NO. _____
 REQUESTED FOR
 ADMINISTERED TO
 NO TEST

IDENTIFICATION

POLICE NOTIFIED: DATE: 4-20-78 TIME: 1033 A.M. / P.M. TDR OFFICER ADVISED: 1038 A.M. / P.M. PHOTO TAKEN: YES NO

ACCIDENT REPORTED BY: 1 CODE: NON REPORTED: 1

REPORTING OFFICER: D. ROTHERHAM BASE NO. 20 DEPARTMENT: S.F.P.D. DATE: 4/20/78

APPROVED BY: Sgt. Meyer DATE APPROVED: 4/20/78 AGENCY NOTIFIED:

ACCIDENT DESCRIPTION
 Vehicle #1 was west bound on 26th; failed to observe red light at 26th & Phillips & collided with vehicle #2 which was north bound on Phillips.

DIAGNOSE PRIMARY CAUSE OF ACCIDENT
 Failure to stop for red light

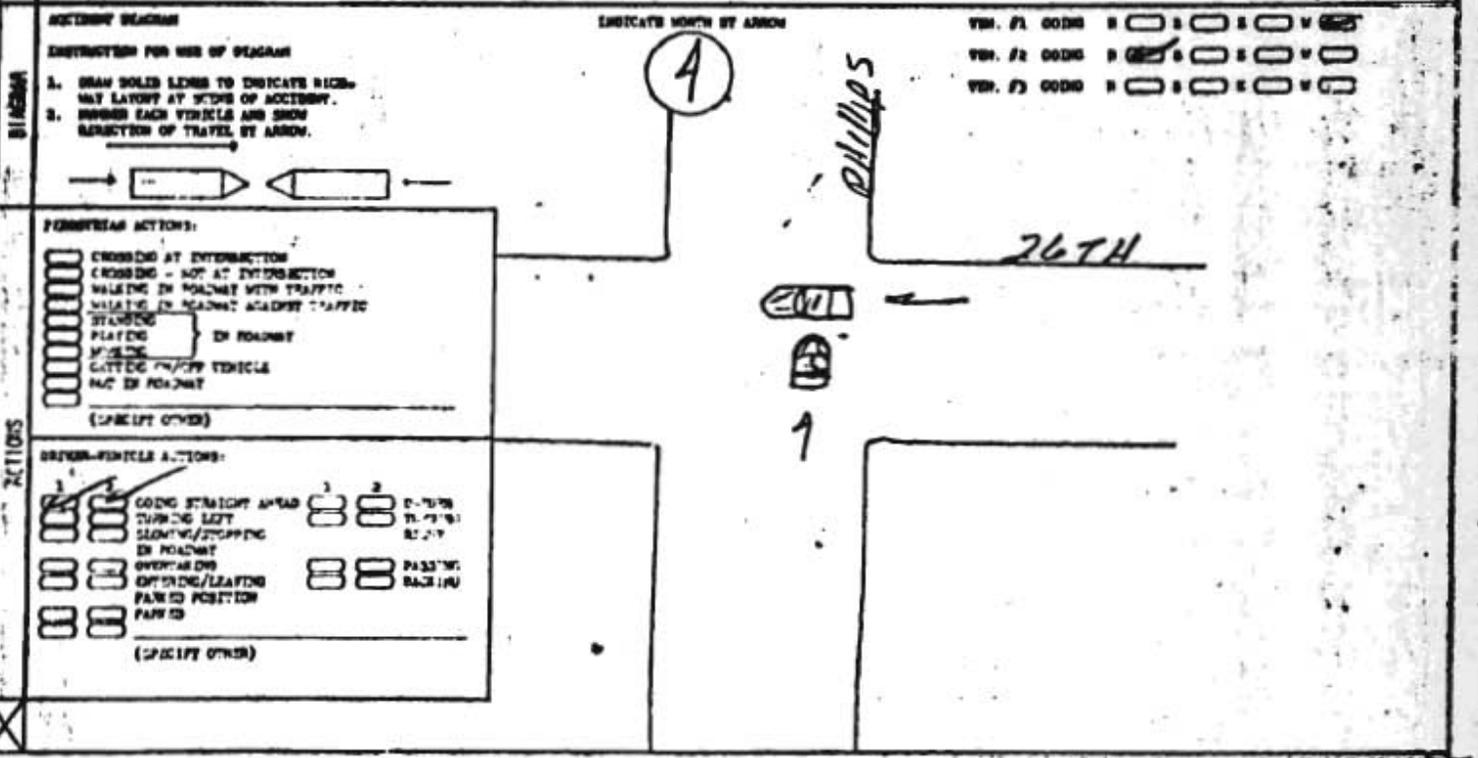


Exhibit B
 2 of 2

(Exhibit C)
1 of 2

AUTOMOBILE LEASE AGREEMENT

This agreement, made this 11 day of May, 1978, between
KINDLER FORD-CADILLAC, INC., 374 West 9th Street, Sioux Falls, South Dakota, hereinafter
called the LESSOR, and Larry Pressler for U.S. Senate

Rt 1 Humboldt, S.D. 57035

hereinafter called the LESSEE.

LESSOR agrees to lease the following described automobile(s):

| <u>Make and Equipment</u> | <u>Year</u> | <u>Model</u> | <u>Serial Number</u> | <u>Rental per Month</u> |
|---------------------------|-------------|--------------|----------------------|-------------------------|
| Pontiac Catalina | 1978 | Catalina | 20-608110661 | \$150.00 |

Additional Charges _____
for the period of 6 Months Months from May 11, 1978 to November 11, 1978.

subject to the monthly rental, terms and conditions set forth herein:

1. The LESSEE shall pay to the LESSOR a monthly rental of \$150.00 per month for 6 months.
Lessor agrees to pay sales tax and buy license plates.
There will be a 12,000 mile limit on this ~~lease~~ 6 month lease.

Monthly payment of \$150.00 shall be paid
in advance on the 11th day of each month for the term hereof,
and during any renewal period. For each year automobile used by LESSEE in excess of
Twenty thousand (20,000) miles per year during the initial period of the within lease, or
during any like renewal period, LESSEE agrees to pay additional rental at the rate of
Twenty and no/100 dollars (\$20.00) per one thousand (1,000) miles in excess mileage.
The LESSEE understands and agrees all payments must be made on or before due date, and agrees
to pay a penalty of Twenty-five dollars (\$25.00) whenever any payment becomes five (5) days
delinquent.

2. LESSEE agrees to use reasonable care in the operation of said automobile(s) and,
in good faith, to require reasonable care from users authorized by LESSEE hereunder. LESSEE
further agrees to provide and pay for all gasoline, oil and washing. LESSEE will maintain
the proper oil level in the engine with a readable oil gauge at intervals of not more
than 1000 miles. LESSEE will provide and maintain the proper anti-freeze solution for
the protection of the cooling system.

3. LESSEE shall at all times keep and maintain the automobile(s) hereunder in good
condition including repairs, servicing and lubrication, and shall furnish where required or
re furnish or replace necessary equipment and accessories for the proper operation and use of
such automobile(s), including tires, battery, and tools.

4. LESSEE shall save KINDLER FORD-CADILLAC, INC. harmless for any
damage or loss in excess of insurance coverage suffered by the automobile(s) hereunder from
defective mechanical condition, tires or LESSEE'S operation of the automobile(s). LESSEE agrees
to furnish LESSEE with an abstract of its insurance policy, covering LESSEE and LESSEE, for
the vehicle leased hereunder, during the term of the lease, with a following minimum limits:
public liability of \$ 250,000.00 and 500,000.00 per person and 100,000.00
and \$ 250.00 deductible per person. LESSEE shall save KINDLER FORD-
CADILLAC, Inc., for the said deductible amount for any and all damages of damage.

5. LESSEE agrees to inform the LESSOR immediately regarding any accident, collision or
other damage to the said automobile(s).

6. LESSEE agrees that it will, and will cause its employees, agents, and employees,
and their families to cooperate fully with LESSOR and its agents in the investigation, prosecution and defense
of any claims arising from all accidents insured hereunder.

7. If LESSEE shall be in default under any provision of this agreement; if LESSEE shall
file a voluntary petition in bankruptcy, shall make an assignment for the benefit of creditors
or shall be adjudicated a bankrupt; if a receiver or trustee is appointed for LESSEE'S business;
or if LESSOR deems itself insecure, LESSOR may at any time terminate this agreement
without notice to LESSEE and shall thereupon be authorized to take possession of any
and all automobile(s) in LESSEE'S possession hereunder. Upon termination of this agreement, LESSEE shall
be terminated, LESSEE shall not be released from any liability for damage to the automobile(s) or
to take any of the payments required by this agreement or for any other liability incurred
to perform the conditions of this agreement, and LESSEE shall be liable for any damage
suffered through or loss caused by such receiver, trustee, assignee, liquidator or receiver shall
be instituted by LESSOR against LESSEE to recover any amount due to become due hereunder
and/or for the possession of the automobile(s) hereunder. LESSEE shall pay to LESSOR as
and for attorneys' fees a reasonable sum (1% of the amount due for if permitted by law) but
in no event less than Fifty Dollars (\$50.00).

Exhibit C
2/2

At any time during the initial or any renewal term of the within lease, the LESSEE may replace the above described automobile(s) with an automobile(s) of the same make, year, model, such replacement being in equal or better operating condition. In such event, all the terms and conditions of the within lease shall apply to such replacement automobile(s) for the term of this agreement, or any renewal thereof.

9. This lease shall be renewed automatically at the end of the initial period of any renewal period, unless thirty (30) days or more prior to expiration of the within lease, either party notifies the other in writing of its intention to terminate same. It is agreed that during said renewal period either party may terminate this lease upon thirty (30) days notice in writing to the other of its intention to do so.

10. LESSEE agrees to permit said automobile(s) to be used only by LESSEE, (LES) (his) agents or employees or the holders of the lease title provided for, and by no others. No operator or driver of said automobile(s) shall have authority to act on behalf of the LESSOR under any circumstances. The LESSEE also agrees to use the automobile(s) only as a regular passenger car and under no circumstances will be used or allowed to be used as a taxi, in any type of racing, or in any commercial service.

11. LESSEE shall not be liable for any loss in the interruption of, or damage to the LESSEE'S business, not be liable to any of the authorized users, crewmen, in connection with any operating failure of said automobile(s), or to any delay in making repairs thereon or furnishing replacement(s) therefor.

12. LESSEE agrees to indemnify and save the LESSOR harmless from any and all claims, asserted by third parties, LESSEE'S employees, agents, authorized or unauthorized users arising out of and in any way connected with the operation, use or condition of the automobile(s) leased hereunder, including parking fines and traffic violations.

13. It is expressly understood and agreed that this agreement is a contract of leasing only, and that the LESSEE acquires not ownership, title, or property right or interest in, of, or to the said automobile(s) and equipment. Any accessories installed on said automobile(s) by the LESSEE may be removed upon expiration of this lease. At such removal shall, in the opinion of the LESSOR, cause damage to said automobile(s), the LESSEE agrees to pay the LESSOR for such damage.

14. The LESSEE agrees to return the automobile(s) or such substitution therefor, if any, to the LESSOR, FORD MOTOR CREDIT CO., 324 West 9th Street, Sioux Falls, South Dakota, in as good condition as when received, ordinary wear and tear excepted, on the expiration date of this lease, or any renewal thereof.

15. All the terms, conditions and provisions of the within lease, including the use of any and all replacement(s) leased hereunder, shall apply to the use of any and all replacement(s), whether during the initial period or any renewal period.

16. This lease may not be assigned. Any indulgence granted by the LESSOR shall not be construed as a waiver of any right, term, condition or privilege granted hereunder.

17. This agreement, and the Supplemental Leased Automobile Agreement, and the Supplemental Maintenance Agreement, when signed and made part hereof, constitute the entire agreement between LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 11th day of May, 1978.

LESSOR: ESSOR Kinder Pontiac-Cadillac Leasing

TITLE: President

Y: Daryl G. Wesson

TITLE: V.P., Sec. Tr.

LESSEE: [Signature]

TITLE: _____

Y: _____

TITLE: _____

LARRY PRESSLER
FOR U.S. SENATE

Exhibit D



Rural Route 1
Humboldt, S.D. 57035

June 29, 1978

Rodney Gutzler
301 E. Washington
Salem, SD 57058

Dear Mr. Gutzler:

Enclosed is a check for \$433.35 as two weeks severance pay of \$900, less deductions. Although there was no agreement of any severance pay with you, we are following the general practice of paying you two weeks severance pay.

In closing your account, the extra deductions of \$311.10 cover social security and income tax for the period of February 15-March 15, 1978 not previously withheld. This amount is being forwarded to the Internal Revenue Service for credit to your account and we will send you your W-2 statement for 1978 within the next 10 days.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Don Lias".

Don Lias
Campaign Manager

Enclosure

50010391157

3 9 0 4 0 0 9 1 1 5 8

LARRY PRESSLER

(Exhibit E)

Rural Route 1
Humboldt, S D 57035



Mr. and Mrs. Loren Gutzler
100 E. Lincoln
Salem, SD 57508



LARRY PRESSLER
FOR U.S. SENATE

(LARRY F)



Rural Route 1
Humboldt, S.D. 57035

April 19, 1978

Mr. and Mrs. Loren Gutzler
100 E. Lincoln
Salem, SD 57058

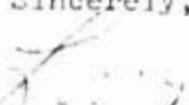
Dear Virginia and Loren:

Thank you so much for helping out at the Salem coffee party Sunday. It was a fine party and I certainly appreciate all the effort the two of you put into it to make it so successful.

I am deeply grateful for your friendship and support and hope you will give me any ideas you might have for my campaign as well as my work here in Congress.

Hope to see both of you again soon.

Sincerely,


Larry Pressler
Your Congressman

LP: r

30040091159

50040091160



RETURN RECEIPT
REQUESTED

Federal Elections Commission
Office of General Council
1325 K. ST N.W.
Washington, D.C.
20463

CERTIFIED

No. 543958

MAIL

NOV 01
12:02



FEDERAL ELECTION COMMISSION

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

THIS IS THE BEGINNING OF MUR #

671

Date Filmed 1/23/79 Camera No. ---2

Cameraman

GPC

60040091161

