



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20461

THIS IS THE END OF MUR # 1433

Date Filmed 3-15-83 Camera No. --- 2

Camera MLZ

FEDERAL ELECTION COMMISSION

- ① 6 Routing slips
- ② 1 Comment Page by Commissioner
- ③ 10 Documents concerning conciliation of matter

The above-described material was removed from this file pursuant to the following exemption provided in the Freedom of Information Act, 5 U.S.C. Section 552(b):

- | | |
|--|---|
| ☐ (1) Classified Information | ☐ (6) Personal privacy. |
| ☐ (2) Internal rules and practices | ☐ (7) Investigatory files |
| ☒ (3) Exempted by other statute | ☐ (8) Banking Information |
| ☐ (4) Trade secrets and commercial or financial information | ☐ (9) Well Information (geographic or geophysical) |
| ☒ (5) Internal Documents | |

Signed R. L. Audin
 date 2/21/83

FEC 9-21-77

83040383730

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Lynn Engdahl)

MUR 1433

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on January 24, 1983, the Commission decided by a vote of 6-0 to close the entire file in this matter.

Commissioners Aikens, Elliott, Harris, McDonald, McGarry, and Reiche voted affirmatively in this matter.

Attest:

Jan 24 1983
Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary of the Commission

Received in Office of Commission Secretary:
Circulated on 48 hour tally basis:

1-20-83, 9:58
1-20-83, 4:00

83040583731



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 26, 1983

Lynn Engdahl
200 Maple Avenue
Apartment 604
Falls Church, Virginia 22604

Re: MUR 1433

Dear Mr. Engdahl:

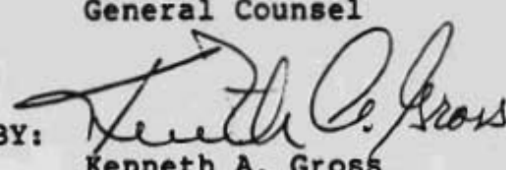
This is to advise you that the entire file in this matter has now been closed and will become part of the public record within thirty days.

Should you have any questions, contact Lee Andersen, the attorney assigned to this matter, at (202)523-5071.

Sincerely,

Charles N. Steele
General Counsel

BY:


Kenneth A. Gross
Associate General Counsel

33040383730



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

33040383733
Lynn Engdahl
200 Maple Avenue
Apartment 604
Falls Church, Virginia 22604

Re: MUR 1433

Dear Mr. Engdahl:

This is to advise you that the entire file in this matter has now been closed and will become part of the public record within thirty days.

Should you have any questions, contact Lee Andersen, the attorney assigned to this matter, at (202)523-5071.

Sincerely,

Charles N. Steele
General Counsel

BY:

Kenneth A. Gross
Associate General Counsel

KG
Jan 24, 1983



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 26, 1983

Mr. John D. Morris
MORRIS & THATCHER, INC.
11 E. 41st Street
San Mateo, California 94403

Re: MUR 1433

Dear Mr. Morris:

This is in reference to the complaint you filed with the Commission on March 10, 1982, concerning the Committee to Elect Lynn Engdahl.

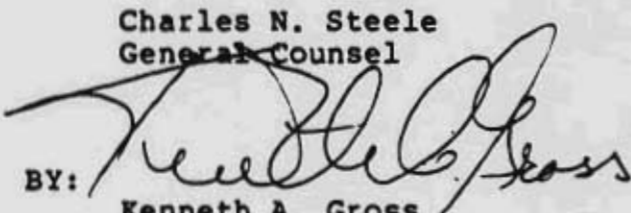
After conducting an investigation in this matter, the Commission determined there was reason to believe that Lynn Engdahl violated 2 U.S.C. § 434, a provision of the Federal Election Campaign Act of 1971, as amended. On September 3, 1982, a conciliation agreement signed by the respondent was accepted by the Commission. The file in this matter was kept open, however, pending receipt from the respondent of a report which satisfactorily reported the respondent's financial activity pursuant to 2 U.S.C. § 434. Now that such a report has been received and all other conditions of the conciliation agreement have been complied with, the file in this matter is closed, and you are being notified that the Commission has concluded its enforcement proceedings pursuant to 2 U.S.C. § 437g. A copy of this agreement is enclosed for your information.

The file number in this matter is MUR 1433. If you have any questions, please contact Lee Andersen, the attorney assigned to this matter, at (202)523-5071.

Sincerely,

Charles N. Steele
General Counsel

BY:


Kenneth A. Gross
Associate General Counsel

Enclosure
Conciliation Agreement



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Mr. John D. Morris
MORRIS & THATCHER, INC.
11 E. 41st Street
San Mateo, California 94403

Re: MUR 1433

Dear Mr. Morris:

This is in reference to the complaint you filed with the Commission on March 10, 1982, concerning the Committee to Elect Lynn Engdahl.

After conducting an investigation in this matter, the Commission determined there was reason to believe that Lynn Engdahl violated 2 U.S.C. § 434, a provision of the Federal Election Campaign Act of 1971, as amended. On September 3, 1982, a conciliation agreement signed by the respondent was accepted by the Commission. The file in this matter was kept open, however, pending receipt from the respondent of a report which satisfactorily reported the respondent's financial activity pursuant to 2 U.S.C. § 434. Now that such a report has been received and all other conditions of the conciliation agreement have been complied with, the file in this matter is closed, and you are being notified that the Commission has concluded its enforcement proceedings pursuant to 2 U.S.C. § 437g. A copy of this agreement is enclosed for your information.

The file number in this matter is MUR 1433. If you have any questions, please contact Lee Andersen, the attorney assigned to this matter, at (202)523-5071.

Sincerely,

Charles N. Steele
General Counsel

BY:

Kenneth A. Gross
Associate General Counsel

Enclosure
Conciliation Agreement

Handwritten:
JJD
Jan 25, 1983

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Committee to Elect
Lynn Engdahl and
Lynn Engdahl

)
)
)

MUR 1433

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint by John D. Morris. An investigation was conducted, and reason to believe was found that the Committee to Elect Lynn Engdahl ("Respondent") violated 2 U.S.C. § 434 of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. § 431 et seq. (the "Act") by failing to report properly its campaign finances to the Commission in a timely fashion.

NOW THEREFORE, the Commission and Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent, and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C.

§ 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. The Respondent, the Committee to Election Lynn Engdahl, was established in 1979 as an authorized

32 DEC 1979 P 2:28

CLERK OF COURT

33040383713

political committee supporting the election of Lynn Engdahl to the United States House of Representatives.

2. Respondent failed to file reports required by 2 U.S.C. § 434(a) in 1981 and 1982.

3. Respondent failed to include information concerning building rental debts required by 2 U.S.C. § 434(b).

4. The Respondent committee has not terminated its existence for purposes of compliance with the provisions of the Act.

V. Respondent has violated 2 U.S.C. § 434(a) and (b) by failing to file properly reports required by the Act in a timely fashion.

VI. Respondent will:

1. pay a civil penalty to the Treasurer of the United States in the amount of one hundred dollars (\$100), pursuant to 2 U.S.C. § 437g(a)(5)(A), and

2. file at least one final report with the Commission stating all information required to have been filed as of the date of this agreement.

VII. Respondent agrees that it shall not undertake any activity which is in violation of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. § 431, et seq.

VIII. The Commission, on request of anyone filing a complaint pursuant to 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review

8304033737

compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

IX. This agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire agreement.

X. Respondent shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

Charles N. Steele
General Counsel

Kenneth A. Gross
BY Kenneth A. Gross
Associate General Counsel

8 3 0 4 0 3 3 7
Date

8/17/82
Date

Lynn Engdahl
Respondent's Name

BY: *Lynn Engdahl*

ITS: *Cond do*

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Lynn Engdahl)

MUR 1433

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on January 24, 1983, the Commission decided by a vote of 6-0 to close the entire file in this matter.

Commissioners Aikens, Elliott, Harris, McDonald, McGarry, and Reiche voted affirmatively in this matter.

Attest:

Jan 24 1983
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

Received in Office of Commission Secretary:
Circulated on 48 hour tally basis:

1-20-83, 9:58
1-20-83, 4:00

83040383739

January 20, 1983

MEMORANDUM TO: Marjorie W. Emmons
FROM: Phyllis A. Kayson
SUBJECT: MUR 1433

Please have the attached Memo to the Commission distributed to the Commission on a 48 hour tally basis as a sensitive matter. Thank you.

Attachment

cc: Andersen

83040305710



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

RECEIVED
OFFICE OF THE
COMMISSION SECRETARY

83 JAN 20 A 9: 58

SENSITIVE

January 20, 1983

MEMORANDUM TO: The Commission

FROM: Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel *KAG*

SUBJECT: MUR 1433

On June 7, 1982, the Commission found reason to believe that the Committee to Elect Lynn Engdahl violated 2 U.S.C. § 434 by failing to report properly. On June 18, 1982, Mr. Engdahl submitted a written request for pre-probable cause conciliation pursuant to 11 C.F.R. § 111.18(d). In response, the Commission prepared a conciliation agreement calling for a \$100 civil penalty and a Termination Report stating all required information. The agreement was signed on August 17, 1982, and the \$100 civil penalty, along with the Termination Report, were received on December 1, 1982.

Memorandum to the Commission
MUR 1433
Page Two

Since it now appears that all conditions of the signed conciliation agreement have been met, the Office of General Counsel recommends that the Commission close the file in this entire matter.

RECOMMENDATION

The Office of General Counsel recommends that the Commission close the file in this entire matter.

Attachments

1. Letter to complainant
2. Letter to respondent

8304033712



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

83040583743
Lynn Engdahl
200 Maple Avenue
Apartment 604
Falls Church, Virginia 22604

Re: MUR 1433

Dear Mr. Engdahl:

This is to advise you that the entire file in this matter has now been closed and will become part of the public record within thirty days.

Should you have any questions, contact Lee Andersen, the attorney assigned to this matter, at (202)523-5071.

Sincerely,

Charles N. Steele
General Counsel

BY:

Kenneth A. Gross
Associate General Counsel

Attachment 1.



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Mr. John D. Morris
MORRIS & THATCHER, INC.
11 E. 41st Street
San Mateo, California 94403

Re: MUR 1433

Dear Mr. Morris:

This is in reference to the complaint you filed with the Commission on March 10, 1982, concerning the Committee to Elect Lynn Engdahl.

After conducting an investigation in this matter, the Commission determined there was reason to believe that Lynn Engdahl violated 2 U.S.C. § 434, a provision of the Federal Election Campaign Act of 1971, as amended. On September 3, 1982, a conciliation agreement signed by the respondent was accepted by the Commission, thereby concluding the matter. A copy of this agreement is enclosed for your information.

The file number in this matter is MUR 1433. If you have any questions, please contact Lee Andersen, the attorney assigned to this matter, at (202)523-5071.

Sincerely,

Charles N. Steele
General Counsel

BY:

Kenneth A. Gross
Associate General Counsel

Enclosure
Conciliation Agreement

Handwritten signature: F. Hackman 2.



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

MEMORANDUM TO: CHARLES N. STEELE
FROM: MARJORIE W. EMMONS/JODY C. RANSOM *JCR*
DATE: DECEMBER 9, 1982
SUBJECT: MUR 1433 - Comprehensive Investigative
Report signed December 6, 1982;
Received in OCS, 12-7-82, 4:06

The above-named document was circulated to the Commission on a 24 hour no-objection basis at 11:00, December 8, 1982.

There were no objections to the Comprehensive Investigative Report at the time of the deadline.

33040383715



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MEMORANDUM TO: CHARLES STEELE
FROM: MARJORIE W. EMMONS /JODY C. RANSOM *JCR*
DATE: DECEMBER 9, 1982
SUBJECT: MUR 1433 - Comprehensive Investigative Report
signed December 6, 1982

Attached is a copy of Commissioner Reiche's
vote sheet with comments regarding MUR 1433.

ATTACHMENT:
Copy of Vote Sheet

83040383715

December 7, 1982

MEMORANDUM TO: Marjorie W. Emmons
FROM: Phyllis A. Kayson
SUBJECT: MUR 1433

Please have the attached Comprehensive Investigative Report distributed to the Commission on a 24 hour no-objection basis. Thank you.

Attachment

cc: Andersen

8304033717

REPORT OF RECEIPTS AND DISBURSEMENTS For an Authorized Committee

RECEIVED AT THE FEDERAL ELECTION COMMISSION

(Summary Page)

82 NOV 30 1982

1. Name of Committee (in Full) <u>Committee To Elect Lynn Engdahl</u> Address (Number and Street) <u>200 Maple Ave #604</u> City, State and ZIP Code <u>Falls Church Va. 22046</u>	2. FEC Identification Number <u>086002</u> 3. Is this Report an Amendment? ☒ YES ☐ NO Check if address is different than previously reported.
--	---

4. TYPE OF REPORT

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

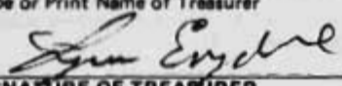
This report contains activity for — ☐ Primary Election ☐ General Election ☐ Special Election ☐ Runoff Election

SUMMARY		Column A This Period	Column B Calendar Year-to-Date
5. Covering Period	7/1/81 Through 9/30/82		
6. Net Contributions (other than loans):			
(a) Total Contributions (other than loans) (from Line 11e)		\$ 20,481.94	\$
(b) Total Contribution Refunds (from Line 20d)		\$ -0-	\$
(c) Net Contributions (other than loans) (Subtract Line 6b from 6a)		\$ 20,481.94	\$
7. Net Operating Expenditures:			
(a) Total Operating Expenditures (from Line 17)		\$ -0-	\$
(b) Total Offsets to Operating Expenditures (from Line 14)		\$ 13.72	\$
(c) Net Operating Expenditures (Subtract Line 7b from 7a)		\$ (13.72)	\$
8. Cash on Hand at Close of Reporting Period (from Line 27)		\$ 0	
9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C or Schedule D)		\$ 0	
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C or Schedule D)		\$ 0	

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

For further information, contact:

Federal Election Commission
Toll Free 800-424-9530
Local 202-623-4068

Lynn Engdahl
Type or Print Name of Treasurer

SIGNATURE OF TREASURER

10/3/82
Date

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

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

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FEC FORM 3 (3/80)

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page 1 of 3 for
LINE NUMBER
 (Use separate schedule(s) for each
 category of the Detailed
 Summary Page)

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

Name of Committee (in Full)

Committee to Elect Lynn Engdahl

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Don Eiler 31606 13 Ave. S.W. Federal Station Wa 98003	Payment of Loan Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	12/15/81	600.00
B. Full Name, Mailing Address and ZIP Code Helene Paulson Route 3 Box 160A-20 Sherwood, Oregon 97410	Purpose of Disbursement Repayment of Loan Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	3/29/82	925.00
C. Full Name, Mailing Address and ZIP Code Dewey Newman/Opinion Research N.W. 1439 Liberty St., SE Salem, Oregon 97305	Purpose of Disbursement Clear Account Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	12/27/81	2,500.00 (see attached explanation)
D. Full Name, Mailing Address and ZIP Code Times Litho 2014 A Street Forest Grove, Or. 97116	Purpose of Disbursement Clear Account Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	1/15/82	968.30
E. Full Name, Mailing Address and ZIP Code Mather Corporation 12345 N.W. Maple Hill Lane Portland, Oregon 97229	Purpose of Disbursement Clear Account Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	3/29/82	1,638.76 (see attached)
F. Full Name, Mailing Address and ZIP Code Sylvia Engdahl 3105 S.W. Barber Boulevard Portland, Oregon 97201	Purpose of Disbursement Clear Account Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	3/29/82	200.00 (in kind)
G. Full Name, Mailing Address and ZIP Code Clackamas County Rm 104 Courthouse Oregon City, Or 97045	Purpose of Disbursement Clear Account Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	12/18/81	121.11
H. Full Name, Mailing Address and ZIP Code Gann Publishing Co. 1410 N.W. Johnson St Portland, Oregon 97209	Purpose of Disbursement Clear Account (Collection) Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	3/26/82	1,600.00 (see attached)
I. Full Name, Mailing Address and ZIP Code Helene Paulson Rt.3, Box 160A-20 Sherwood Oregon 97410	Purpose of Disbursement Salary Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	10/18/81	640.84
SUBTOTAL of Disbursements This Page (optional)			
TOTAL This Period (last page this line number only)			

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page 2 of 3 for
LINE NUMBER _____
 (Use separate schedule(s) for each
 category of the Detailed
 Summary Page)

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.			
Name of Committee (in Full) Committee to elect Lynn Engdahl			
A. Full Name, Mailing Address and ZIP Code Paul R. Moos P.O. Box 295 Clackamas, Or. 97015	Purpose of Disbursement Clear Account	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	12/7/81	124.00
B. Full Name, Mailing Address and ZIP Code Konditorei 4937 SW 76th Ave Portland, Oregon 97225	Purpose of Disbursement Clear Account	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	12/7/81	43.20
C. Full Name, Mailing Address and ZIP Code Oregonian P.O. 19075 Portland, Oregon 97219	Purpose of Disbursement Clear Account	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	12.7/81	8.25
D. Full Name, Mailing Address and ZIP Code I.B.M. P.O. Box 5834 San Mateo, California 94402	Purpose of Disbursement Clear Account	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	8/15/82	53.00
E. Full Name, Mailing Address and ZIP Code Savin Corporation 1619 S.W. Jefferson Portland, Oregon 97201	Purpose of Disbursement Clear Account	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	12/7/81	135.43
F. Full Name, Mailing Address and ZIP Code Catlin Gabel School 8825 S.W. Barnes Rd. Portland, Oregon 97225	Purpose of Disbursement Clear Account	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	2/2/82	50.00
G. Full Name, Mailing Address and ZIP Code Allen's Clipping Bureau 519 S.W. Third Rm 509 Portland, Or. 97204	Purpose of Disbursement Clear Account	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	12/82	100.00
H. Full Name, Mailing Address and ZIP Code City Sign Company 2211 SE Ochoco PO Box 02260 Portland, Oregon 97202	Purpose of Disbursement Clear Account	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	3/15/82	240.00
I. Full Name, Mailing Address and ZIP Code Pronto Box 4167 Portland, Oregon 97208	Purpose of Disbursement Clear Account	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):	3/15/82	46.00
SUBTOTAL of Disbursements This Page (optional)			
TOTAL This Period (last page this line number only)			

SCHEDULE B

ITEMIZED DISBURSEMENTS

Page 2 of 3 for
LINE NUMBER
(Use separate schedule(s) for each
category of the Detailed
Summary Page)

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

Name of Committee (in Full)

Committee to elect Lynn Engdahl

A. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
Alice Schlenker 257 Iron Mountain Blvd S.W. Lake Oswego, Or 97034	Clear Account	3/29/82	89.00 (In Kind)
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):		
B. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):		
C. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):		
D. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):		
E. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):		
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):		
G. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):		
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):		
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ☐ Primary ☐ General ☐ Other (specify):		
SUBTOTAL of Disbursements This Page (optional)			
TOTAL This Period (last page this line number only)			

**DETAILED SUMMARY PAGE
of Receipts and Disbursements
Page 2, FEC FORM 3**

RECEIVED THE FEC

NOV 30 1992

Name of Committee (in Full)

Report Covering the Period:

From:

To:

**COLUMN A
Total This Period**

**COLUMN B
Calendar Year-to-Date**

I. RECEIPTS

11. CONTRIBUTIONS (other than loans) FROM:

(a) Individuals/Persons Other Than Political Committees

(Memo Entry Unitemized \$ 289.00 (in kind))

(b) Political Party Committees

(c) Other Political Committees

(d) The Candidate

(e) TOTAL CONTRIBUTIONS (other than loans) (add 11a, 11b, 11c and 11d)

289.00

20,192.94
20,481.94

12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES

13. LOANS:

(a) Made or Guaranteed by the Candidate

(b) All Other Loans

(c) TOTAL LOANS (add 13a and 13b)

14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)

15. OTHER RECEIPTS (Dividends, Interest, etc.)

16. TOTAL RECEIPTS (Add 11e, 12, 13c, 14 and 15)

13.72

20,495.66
20,495.66

II. DISBURSEMENTS

17. OPERATING EXPENDITURES

18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES

19. LOAN REPAYMENTS:

(a) Of Loans Made or Guaranteed by the Candidate

(b) Of All Other Loans

(c) TOTAL LOAN REPAYMENTS (add 19a and 19b)

10,810.00
1,525.00
12,335.00

20. REFUNDS OF CONTRIBUTIONS TO:

(a) Individuals/Persons Other Than Political Committees

(b) Political Party Committees

(c) Other Political Committees

(d) TOTAL CONTRIBUTION REFUNDS (add 20a, 20b and 20c)

21. OTHER DISBURSEMENTS

22. TOTAL DISBURSEMENTS (Add 17, 18, 19c, 20d and 21)

8,557.89
20,892.89

III. CASH SUMMARY

23. CASH ON HAND AT BEGINNING OF THE REPORTING PERIOD

24. TOTAL RECEIPTS THIS PERIOD (From Line 16)

25. SUBTOTAL (Add Line 23 and Line 24)

26. TOTAL DISBURSEMENTS THIS PERIOD (From Line 22)

27. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (Subtract Line 26 from 25)

397.23

20,495.66

20,892.89

20,892.89

-0-

Schedule B Attachment

Page 1 #C Newman... The Amount shown on 6/30/8] was 3,500. Some of the promised work was not delivered and the amount was lowered by mutual agreement to 2,500.

Page 1 #E Mather... The amount paid differs from the],324.60 as reported 6/30/8] because the Mather Corporation insisted on interest.

Page 1 #F Engdahl...The Candidate's daughter would not accept salary of \$200.00

Page 1 #H.Gann.....Gann published a newspaper document for the campaign. It did not meet the contract in several ways including the fact that the disclaimer had to be hand stamped on every copy. The copy was challenged and final payment in full was established at 1,600.

Page 3 #A Schlenker.Alice Schlenker refused to accept salary of \$98.00

Addendum : The matter of Morris & Thatcher vs. Lynn Engdahl has been settled. It remains a personal matter.

The matter has been settled by agreement between

attorneys: Gary E. Rhoades
5200 S.W. Macadam Ave
Portland Oregon 9720]
(503)223-5121

for Engdahl

William D. Schaub
Attorney at Law
1105 Commonwealth Building
421 S.W. Sixth Avenue
Portland, Oregon 97204

for Morris & Thatcher

830403730

Aug 1941
200 Maple Ave. #604
Fall, check vs.
22046



LEE ANDERSON
Office of General Counsel
Federal Election Commission
Washington D.C.
20463

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Committee to Elect
Lynn Engdahl and
Lynn Engdahl

)
)
) MUR 1433

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint by John D. Morris. An investigation was conducted, and reason to believe was found that the Committee to Elect Lynn Engdahl ("Respondent") violated 2 U.S.C. § 434 of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. § 431 et seq. (the "Act") by failing to report properly its campaign finances to the Commission in a timely fashion.

NOW THEREFORE, the Commission and Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent, and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. The Respondent, the Committee to Election Lynn Engdahl, was established in 1979 as an authorized

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political committee supporting the election of Lynn Engdahl to the United States House of Representatives.

2. Respondent failed to file reports required by 2 U.S.C. § 434(a) in 1981 and 1982.

3. Respondent failed to include information concerning building rental debts required by 2 U.S.C. § 434(b).

4. The Respondent committee has not terminated its existence for purposes of compliance with the provisions of the Act.

V. Respondent has violated 2 U.S.C. § 434(a) and (b) by failing to file properly reports required by the Act in a timely fashion.

VI. Respondent will:

1. pay a civil penalty to the Treasurer of the United States in the amount of one hundred dollars (\$100), pursuant to 2 U.S.C. § 437g(a)(5)(A), and

2. file at least one final report with the Commission stating all information required to have been filed as of the date of this agreement.

VII. Respondent agrees that it shall not undertake any activity which is in violation of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. § 431, et seq.

VIII. The Commission, on request of anyone filing a complaint pursuant to 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review

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compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

IX. This agreement shall become effective as of the date that all parties hereto have executed the same and the Commission has approved the entire agreement.

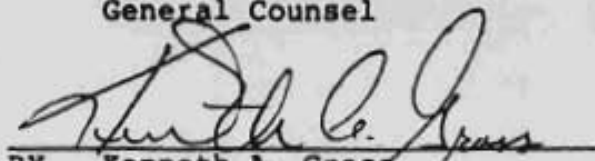
X. Respondent shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

Charles N. Steel
General Counsel

3304033737
Date

September 3/1982

BY


Kenneth A. Gross
Associate General Counsel


Respondent's Name

BY:

Lynn Engdahl

ITS:

Candata

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Committee to Elect) MUR 1433
Lynn Engdahl and)
Lynn Engdahl)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on September 2, 1982, the Commission decided by a vote of 5-0 to take the following actions in MUR 1433:

1. Accept the conciliation agreement with Lynn Engdahl as submitted with the General Counsel's August 31, 1982 Memorandum to the Commission.
2. Keep the file open pending receipt of the check for the civil penalty and final report required.

Commissioners Aikens, Harris, Elliott, McDonald and McGarry voted affirmatively; Commissioner Reiche did not cast a vote in this matter.

Attest:

9-3-82

Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary of the Commission

Received in Office of Commission Secretary:
Circulated on 48 hour tally basis:

8-31-82, 1:31
8-31-82, 4:00

3304068675

August 31, 1982

MEMORANDUM TO: Marjorie W. Emmons
FROM: Phyllis A. Kayson
SUBJECT: MUR 1433

Please have the attached Memo to the Commission
distributed to the Commission on a 48 hour tally basis.
Thank you.

Attachment

cc: Andersen

830403837

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Committee to Elect Lynn Engdahl) MUR 1433
and Lyn Engdahl)

CERTIFICATION

I, Marjorie W. Emons, Recording Secretary for the Federal Election Commission Executive Session on July 20, 1982, do hereby certify that the Commission decided by a vote of 4-1 to take the following actions in MUR 1433:

1. Approve the conciliation agreement attached to the General Counsel's July 12, 1982 report, subject to amendment of Section IV-2 by the deletion of the figures 1979 and 1980.
2. Approve the letter attached to the General Counsel's July 12, 1982 report.

Commissioners Elliott, Harris, McDonald, and McGarry voted affirmatively for the decision; Commissioner Reiche dissented. Commissioner Aikens was not present at the time of the vote.

Attest:

7-20-82

Date

Marjorie W. Emons

Marjorie W. Emons
Secretary of the Commission

03040383750



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MEMORANDUM TO: CHARLES N. STEELE, GENERAL COUNSEL
FROM: MARJORIE W. EMMONS/JODY RANSOM *JR*
DATE: JULY 14, 1982
SUBJECT: OBJECTION - MUR 1433 Memorandum to the
Commission dated July 12, 1982; Received
in OCS, 7-12-82, 4:09

The above-named document was circulated to the Commission on
July 13, 1982 at 11:00.

Commissioner Reiche submitted an objection to this matter
at 2:24, July 13, 1982.

This matter will be placed on the agenda for the Executive
Session of Tuesday, July 20, 1982.

33040383751

July 12, 1982

MEMORANDUM TO: Marjorie Emmons
FROM: Steven Barndollar
SUBJECT: MUR 1433

Please have the attached Memo to the Commission
distributed to the Commission on a 48 hour tally basis.
Thank you.

Attachment

83040383762

Dr. Lynn H. Engdahl
200 Maple Avenue, #604
Falls Church, VA 22046

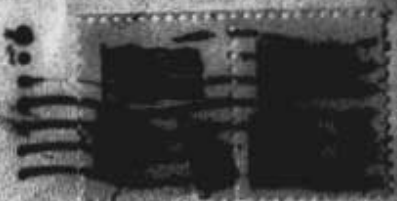


Mr. Lee Anderson
Office of General Counsel
Federal Election Commission
1325 K Street, NW
Washington, D.C. 20463

82 JUN 22 A 9: 36

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FBI Clack ve.
22046



Kenneth A. Groll

Associate General Counsel
Federal Election Commission (FEC)
Washington D.C. 20542

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cc# 7964

Personal Message from Lynn JUN 17 P12: 41
6/14/82

Lee Andersen Atty
F.E.C.
1325 K. St N.W.
Washington D.C. 20463

RE: MUR 1433

Dear Mr. Anderseq,

You correctly identify the fact that I have not reported each quarter. I had hoped to finish paying off all debts and make a final report.

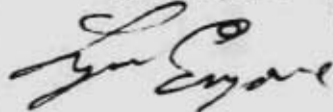
The complaint of Mr. Morris is based on a personal note which I gave him when we left the quarters he rented to the committee. The note was given in order to remove the item from the books. I paid on the note and on others until I reached the disputed amount. (Mr. Morris moved in, used our phones, drove out volunteers etc.). Because that item is in Civil court it seemed cleaner to finish the settlement prior to making a close out report.

I propose to settle the civil dispute in a timely manner. (Mr. Morris cannot be found for a court date and his attorney has asked for an extension) Within a month I will file final papers and close out this misery for both of us.

I hope there is a procedure here which will please the commission. If I am off track, please advise.

Thanks,

Lynn Engdahl 200 Maple Ave. #604
Falls Church Va. 22046



Engdahl
200 Maple Ave. #604
Falls Church Va. 22046



RECEIVED

02 JUN 17 12:43

Lee Andersen Atty
F.E.C.
1325 K.St. N.W.
Washington D.C. 20463

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FEDERAL ELECTION COMMISSION

O.G.C. Enforcement Section - Routing Slip

TRACK 1

TRACK

MUR # 1433 Type of Report 1st G.C.

Staff Anderson

To ___ On ___ From ___ for work by staff member.

To ___ On ___ From ___ for approval of draft by
leader or case supervisor.

To ___ On ___ From ___ for reworking.

To ___ On ___ From ___ for typing.

To ___ On ___ From ___ for approval of draft by M

To 1/11/72 On 6/2 From KH for reworking. *Pls. forward to Room*To ___ On ___ From ___ for typing of final. *+ change 48-1679*To ___ On ___ From ___ for approval of final by au *Upon statement*To ___ On ___ From ___ for approval of final by t
leader or case supervisor. *discussed*To KAG On 6/7 From LA for approval of final by MTo KAG On 6/8 From LA for signature of report.To all On 6/2 From KAG for reworking. *cannot be the correct cite*

To ___ On ___ From ___ for signature of report.

To LA On 6/8 From PKK for staff initial of carbon *the 14 by 1679*To ___ On ___ From ___ for signature of letters. *reports - must*To PKK On 6/8 From all for mailing by Docket. *a # in these some*

To ___ On ___ From ___ for notification of mailing.

COMMENTS (Please date and initial all comments)

TO PKK/Don KH 6/8 - for mailing

FEDERAL ELECTION COMMISSION

U.S. G.C. Enforcement Section - Routing Slip

TRACK 1

TRACK 2

TRACK 3

MUR # 4123 Type of Report 1st G.C.Staff AndersonTo On From for work by staff member.To SS On 4-29 From LA for approval of draft by team leader or case supervisor.To SS On 5/4 From LA for typing reworking.To SS On 4-30 From SS for typing.To SS On 5/4 From LA for approval of draft by SS.To SS On 5/10 From LA for approval reworking.To DM On 5-11 From SS for typing of final.To LA On 5-11 From DM for approval of final by author.To DM On 5-12 From SS for typing approval of final by team leader or case supervisor.To LA On 5-13 From DM for approval of final by AGC.To LA On 5-13 From SS for signature of report.To LA On 5-13 From SS for reworking See comments.To On From for signature of report.To SS On 5-28 From DM for staff initial of carbon.To SS On 6-1 From DM for signature of letters.To On From for mailing by Docket.To On From for notification of mailing.

COMMENTS (Please date and initial all comments)

ROUTING SLIP FOR RTB LETTERS

TO: Chairman/Vice Chairman

FROM: Elissa T. Garr
OGC Enforcement Docket

DATE: 6-8-82

MUR # 1433

Date RTB Found 6-7-82

Date Cert. Rec'd in OGC 6-7-82

Staff Assigned Anderson

STAFF CHECK:

☒ Accuracy
☒ Enclosures
☒ Certification

RH
6/8/82

Date Rec'd in OGC From Chairman/Vice Chairman

6-9-82

8304038373



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 9, 1982

Lynn Engdahl
10332 N.W. Alpenglow Way
Portland, Oregon 97229

Re: MUR 1433

Dear Mr. Engdahl:

The Federal Election Commission notified you on April 9, 1982 of a complaint which alleges that your committee had violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint was forwarded to you at that time.

Upon further review of the allegations contained in the complaint the Commission, on June 9, 1982, determined that there is reason to believe that your committee has violated 2 U.S.C. § 434, a provision of the Act. Specifically, it appears that the Committee to Elect Lynn Engdahl has failed to submit the reports required by 2 U.S.C. § 434(a)(1)(C) (pre 1979 Amendments to the Act) 2 U.S.C. §§ 434(a)(2)(A) and (B). In addition, it appears Sections 434(b)(3)(E), 434(b)(5)(D) and 434(b)(8) require the Committee to report information concerning certain alleged debts by your Committee to Morris & Thatcher Inc. for extensions of credit on the payment of building rental for your campaign in 1980.

The Office of General Counsel would like to settle this matter through conciliation prior to a finding of probable cause. However in the absence of any information which demonstrates that no further action should be taken against your Committee, the Office of General Counsel must proceed to the next compliance stage as noted on page 2, paragraph 2 of the enclosed procedures.

Lynn Engdahl
Page Two

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(a) unless you notify the Commission in writing that you wish the matter to be made public.

If you have any questions, please contact Lee Andersen, the attorney assigned to this matter at (202)523-5071.

Sincerely,

Frank P. Reiche

Frank P. Reiche
Chairman for the
Federal Election Commission

Enclosures
Procedures

83040383771



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Lynn Engdahl
10332 N.W. Alpenglow Way
Portland, Oregon 97229

RLA
6/8/82

Re: MUR 1433

Dear Mr. Engdahl:

The Federal Election Commission notified you on April 9, 1982 of a complaint which alleges that your committee had violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint was forwarded to you at that time.

Upon further review of the allegations contained in the complaint the Commission, on June , 1982, determined that there is reason to believe that your committee has violated 2 U.S.C. § 434, a provision of the Act. Specifically, it appears that the Committee to Elect Lynn Engdahl has failed to submit the reports required by 2 U.S.C. § 434(a)(1)(C) (pre 1979 Amendments to the Act) 2 U.S.C. §§ 434(a)(2)(A) and (B). In addition, it appears Sections 434(b)(3)(E), 434(b)(5)(D) and 434(b)(8) require the Committee to report information concerning certain alleged debts by your Committee to Morris & Thatcher Inc. for extensions of credit on the payment of building rental for your campaign in 1980.

The Office of General Counsel would like to settle this matter through conciliation prior to a finding of probable cause. However in the absence of any information which demonstrates that no further action should be taken against your Committee, the Office of General Counsel must proceed to the next compliance stage as noted on page 2, paragraph 2 of the enclosed procedures.

Lynn Engdahl
Page Two

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(a) unless you notify the Commission in writing that you wish the matter to be made public.

If you have any questions, please contact Lee Andersen, the attorney assigned to this matter at (202)523-5071.

Sincerely,

Enclosures
Procedures

3304038377

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Committee to Elect Lynn Engdahl) MUR 1433
and Lynn Engdahl)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on June 7, 1982, the Commission decided by a vote of 6-0 to take the following actions in MUR 1433:

1. Find Reason to Believe that the Committee to Elect Lynn Engdahl committed violations of 2 U.S.C. § 434(a)(1)(C) (pre 1979 amendments to the Act) and 2 U.S.C. §§ 434 (a)(2)(A) and (B) by failing to file the required reports with the Commission and 2 U.S.C. §§ 434(b)(3)(A), 434(b)(5)(D) and 434(b)(8) by failing to properly report its building rental debt to Morris and Thatcher, Inc.
2. Find No Reason to Believe that the Committee to Elect Lynn Engdahl committed a violation of 2 U.S.C. § 441b of the Act by accepting a contribution from the Morris and Thatcher, Inc.
3. Find No Reason to Believe that the Morris and Thatcher, Inc. committed a violation of 2 U.S.C. § 441b by making a contribution to the Committee to Elect Lynn Engdahl.

(Continued)

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CERTIFICATION

Page 2

MUR 1433

First General Counsel's Report

Dated June 3, 1982

4. Send the letter to the Committee to Elect Lynn Engdahl as submitted with the First General Counsel's Report dated June 3, 1982.

Commissioners Aikens, Elliott, Harris, McDonald, McGarry and Reiche voted affirmatively in this matter.

Attest:

6-7-82

Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary of the Commission

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Received in Office of Commission Secretary:
Circulated on 48 hour tally basis:

6-3-82, 12:53
6-3-82, 4:00

June 3, 1982

MEMORANDUM TO: Marjorie W. Emmons
FROM: Phyllis A. Kayson
SUBJECT: MUR 1433

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

Attachment

cc: Andersen

8304038377

SENSITIVE

RECEIVED
OFFICE OF THE
COMMISSION SECRETARY

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

82 JUN 3 PI2: 53

FIRST GENERAL COUNSEL'S REPORT

DATE AND TIME OF TRANSMITTAL
BY OGC TO THE COMMISSION: 6-3-82

MUR: 1433
DATE COMPLAINT RECEIVED
BY OGC: March 10, 1982

DATE OF NOTIFICATION TO
RESPONDENT: April 9, 1982

STAFF MEMBER: Lee Andersen

COMPLAINANT'S NAME: John D. Morris

RESPONDENTS' NAMES: Committee to Elect Lynn Engdahl
and Lynn Engdahl

RELEVANT STATUTES: 2 U.S.C. §§ 433, 434 and 441b
11 C.F.R. §§ 100.7, 104.3, 104.5,
104.11 and 114.10

INTERNAL REPORTS CHECKED: House Reports, Oregon 1st District

FEDERAL AGENCIES CHECKED: None

SUMMARY OF ALLEGATIONS

A signed and sworn complaint was filed by John D. Morris on behalf of Morris & Thatcher, Inc., on March 10, 1982, against the Committee to Elect Lynn Engdahl (the "Committee") and Lynn Engdahl. The complaint alleges that the respondents' failure to report to the Commission the existence of certain building rental debts claimed outstanding by Morris results in violations of the reporting requirements of the Federal Election Campaign Act of 1971, as amended, (the "Act") and relevant Commission regulations. On March 31, 1982, Mr. Morris filed an amended

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complaint containing citations to additional possible violations of provisions of the Act and Commission regulations as well as a copy of a recent offer by Engdahl to settle the building rental debt for \$1,000. ^{1/}

FACTUAL AND LEGAL ANALYSIS

2 U.S.C. § 434 of the Act requires a political committee registered with the Commission to make periodic reports the contents of which are specified in the enumerated subsections of Section 434. For 1979, Section 434(a)(1)(C) (pre 1979 amendments to the Act) required quarterly reports. For 1980, Section 434(a)(2)(A) requires, in addition to quarterly reports, a pre-election and post-general election report. For 1981, Section 434(a)(2)(B) requires at a minimum a mid-year report and a year-end report. However, besides its initial statement of candidacy filed in calendar year 1979, the Committee has filed only one other report with the Commission, its 1981 mid-year report. There is no indication on the record that the Committee has officially terminated its existence.

In addition to requiring a specific number of reports, Section 434 contains several content requirements pertinent to this matter. Section 434(b)(3)(E) requires an authorized committee to report the identity of any person making a loan to

^{1/} The amended complaint was filed after the complainant had received a copy of the FECA and Commission regulations. Armed with this knowledge, complainant has raised additional issues concerning the interpretation of respondents' failure to report the building rental debt (notably violations of Section 441b). However, no additional factual evidence was presented to support the alternative interpretations.

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the Committee, together with the identification of any guarantor or endorser, the date and the amount of the loan. Section 434(b)(5)(D) requires that the name and address of any person receiving a loan payment as well as the date and the amount of the payment be reported. Section 434(b)(8) requires that the amount and nature of any outstanding debts and any debt settlement be reported to the Commission. From an examination of the only two reports filed with the Commission by the Committee, it is apparent that none of the above reporting requirements have been met. Therefore, the Office of General Counsel recommends that the Commission find reason to believe that the Committee to Elect Lynn Engdahl violated 2 U.S.C. §§ 434(a)(2)(A) and (B) by failing to file the required reports with the Commission, and §§ 434(b)(3)(E), 434(b)(5)(D) and 434(b)(8) by failing to report the existence of the debt to Morris & Thatcher, Inc.

Complainant also raises the issue whether the Committee is in violation of 2 U.S.C. § 441b of the Act by accepting a loan from Morris & Thatcher, Inc. Complainant presents the Commission with the Section 441b analysis apparently as an alternative to allegations that the Committee failed to report the building rental debt to Morris & Thatcher, Inc.

Section 441b(a) prohibits any corporation from making contributions or expenditures in connection with any election to federal office. Section 441b(a) further prohibits any candidate or political committee from knowingly accepting any contribution from a corporation in connection with a federal election. The

term "contribution" is defined at Section 441b(b)(2) to include "any direct or indirect payment, distribution, loan, advance, deposit, or gift of money, or any services, or anything of value... to any candidate, campaign committee, or political party or organization, in connection with any [federal] election...."

The term "contribution" is further defined at 11 C.F.R. § 100.7(a)(4) to include the extension of credit by a corporation for a length of time beyond normal business or trade practice, unless the creditor has made a commercially reasonable attempt to collect the debt. Additionally, a debt owed by a political committee which is forgiven or settled for less than the amount owed is a contribution unless the debt is settled in accordance with the standards set forth at 11 C.F.R. § 114.10(c).

Pursuant to 11 C.F.R. § 114.10(a), a corporation may extend credit to a candidate, political committee or other person in connection with a federal election, provided that the credit is extended in the ordinary course of the corporation's business and the terms are substantially similar to extensions of credit for similar nonpolitical debts. 11 C.F.R. § 114.10(b) prohibits a corporation from forgiving prior debts or settling debts which have been incurred by a candidate, political committee, or other person in connection with a federal election for less than the amount owed on the debt.

11 C.F.R. § 114.10(c), however, permits a corporation to settle or forgive a debt if the creditor has treated the outstanding debt in a commercially reasonable manner. A

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settlement will be considered to be commercially reasonable if the initial extension of credit was made in accordance with 11 C.F.R. § 114.10(a), the candidate or political committee has undertaken all commercially reasonable efforts to satisfy the outstanding debt, and the corporate creditor has pursued its remedies in a manner similar in intensity to that employed by the corporation in pursuit of a non-political debtor, including lawsuits if filed in similar circumstances. Id. A corporation and/or the debtor must file a statement of settlement with the Commission including the initial terms of credit, the steps the debtor has taken to satisfy the debt, and remedies pursued by the creditor. This statement must be filed prior to the termination of the reporting status of the debtor, and the settlement is subject to Commission review. Id.

The complaint and especially the amended complaint allege that the Committee may not have complied with 11 C.F.R. § 114.10 of the Commission regulations concerning the extension of credit by a corporation. As noted above, the principle requirement of 11 C.F.R. § 114.10 of the regulations pertaining to extensions of credit by corporations to a political committee, is that extensions be made in the ordinary course of business and in terms substantially similar to those made to nonpolitical debtors of similar size and risk of obligation. The complaint, however, does not support an allegation that the extensions of credit in this matter were out of the ordinary course of business. To wit, Morris & Thatcher owns a building that it rented to the Committee

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for what apparently both parties thought to be reasonable terms (\$1,200 per month -- see Complaint at page 3). It seems that the Committee rented the building at the agreed terms for almost a full year before the Committee's financing became depleted and further payment became erratic and subject to disagreement between the Committee and Mr. Morris (See Attachment 2). And, although there was a suggestion, at one point in time, to Mr. Morris by Jim Cason, the campaign Treasurer, that a month's rent be donated to the Committee, Mr. Morris greeted the suggestion with a decidedly negative reaction, and no such adjustment occurred (see Complaint at attached Exhibits #1 and #2). Thus it appears from the information available that the rental agreement and resulting extension of credit to the Committee were made in the ordinary course of business.

Therefore, the Office of General Counsel recommends that the Commission find no reason to believe that respondents have committed a violation of Section 441b of the Act by accepting a contribution from a corporation, and that the Commission find no reason to believe that Morris & Thatcher, Inc. committed a violation of the Act by making a contribution to the Committee to Elect Lynn Engdahl.

RECOMMENDATIONS

The Office of General Counsel recommends that the Commission:

1. find reason to believe that the Committee to Elect Lynn Engdahl committed violations of 2 U.S.C. § 434(a)(1)(C) (pre 1979

amendments to the Act) and 2 U.S.C. §§ 434(a)(2)(A) and (B) by failing to file the required reports with the Commission and 2 U.S.C. §§ 434(b)(3)(A), 434(b)(5)(D) and 434(b)(8) by failing to properly report its building rental debt to Morris & Thatcher, Inc.;

2. find no reason to believe that the Committee to Elect Lynn Engdahl committed a violation of 2 U.S.C. § 441b of the Act by accepting a contribution from the Morris & Thatcher, Inc.;

3. find no reason to believe that the Morris & Thatcher, Inc. committed a violation of 2 U.S.C. § 441b by making a contribution to the Committee to Elect Lynn Engdahl; and

4. send the attached letter to the Committee to Elect Lynn Engdahl.

June 3, 1982
Date

Charles N. Steele
General Counsel

BY:

Kenneth A. Gross
Kenneth A. Gross
Associate General Counsel

Attachments

1. Letter to respondent, Lynn Engdahl, two pages
2. Letter from Lynn Engdahl dated May 20, 1982, one page

830403373

ATTACHMENT 1



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Lynn Engdahl
10332 N.W. Alpenglow Way
Portland, Oregon 97229

Re: MUR 1433

Dear Mr. Engdahl:

The Federal Election Commission notified you on April 9, 1982 of a complaint which alleges that your committee had violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint was forwarded to you at that time.

Upon further review of the allegations contained in the complaint the Commission, on June , 1982, determined that there is reason to believe that your committee has violated 2 U.S.C. § 434, a provision of the Act. Specifically, it appears that the Committee to Elect Lynn Engdahl has failed to submit the reports required by 2 U.S.C. § 434(a)(1)(C) (pre 1979 Amendments to the Act) 2 U.S.C. §§ 434(a)(2)(A) and (B). In addition, it appears Sections 434(b)(3)(E), 434(b)(5)(D) and 434(b)(8) require the Committee to report information concerning certain alleged debts by your Committee to Morris & Thatcher Inc. for extensions of credit on the payment of building rental for your campaign in 1980.

As of this date, we have received no response from you in connection with this matter. The Office of General Counsel would like to settle this matter through conciliation prior to a finding of probable cause. However in the absence of any information which demonstrates that no further action should be taken against your Committee, the Office of General Counsel must proceed to the next compliance stage as noted on page 2, paragraph 2 of the enclosed procedures.

Lynn Engdahl
Page Two

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(a) unless you notify the Commission in writing that you wish the matter to be made public.

If you have any questions, please contact Lee Andersen, the attorney assigned to this matter at (202)523-5071.

Sincerely,

Enclosures
Procedures

83040583733

6cc47807
82 MAY 24 P2:18

ATTACHMENT 2

May 20, 1982

Mr. Lee Andersen Atty
Office of General Counsel
F.E.C.
1325 K. Street N.W.
Washington D.C. 20463

82 MAY 24 P4:13

OFFICE OF
GENERAL COUNSEL

RECEIVED

Dear Mr. Andersen:

I am in receipt of the complaint material which you number MUR 1433.

As should be obvious this is not an uncontested matter. I have waited for the most of your fifteen days hoping it would be finished. However, be informed that the matter is in civil court. Mr. Morris is no doubt trying to make his civil case proceed better by this process.

I won't bore you with details but know that the man moved into the building we rented from him, made long distance calls on our telephone, painted our front door red , white, and blue and became a pest during the campaign. (Female volunteers became afraid to work in the office). We were forced to move out and he disputed our lack of a 30 day notice.

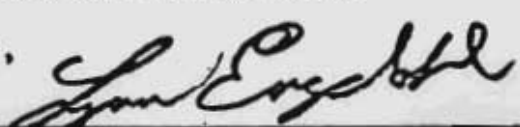
His attorney, Mr. Schaub, has brought civil suit and my attorney, Mr. Rhodes is working with him for final settlement. (At the moment, they are having trouble finding mr. Morris).

If you want to discuss this, call me at 343-2701 Dept. of Interior.

F.Y.I. I have almost finished removing the debts of the Campaign and will soon close the committee.

Thank you for the communication:

Sincerely,



200 Maple Ave. #60k
Falls Church, Va. 220

33040683736

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RECEIVED
CCH 7807
82 MAY 24 P 2:18

May 20, 1982

Mr. Lee Andersen Atty
Office of General Counsel
F.E.C.
1325 K. Street N.W.
Washington D.C. 20463

MAY 24 P 4:13

Dear Mr. Andersen:

I am in receipt of the complaint material which you number MUR 1433.

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I won't bore you with details but know that the man moved into the building we rented from him, made long distance calls on our telephone, painted our front door red, white, and blue and became a pest during the campaign. (Female volunteers became afraid to work in the office). We were forced to move out and he disputed our lack of a 30 day notice.

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If you want to discuss this, call me at 343-2701 Dept. of Interior.

F.Y.I. I have almost finished removing the debts of the Campaign and will soon close the committee.

Thank you for the communication:

Sincerely,



200 Maple Ave. #604
Falls Church, Va. 22046

35040086737

Engdahl

200 Maple Ave. #604

Palais Church, Ga. 30206

**RETURN RECEIPT
REQUESTED**

CERTIFIED

P27 1440688

MAIL



Mr. Lee Andersen Atty
Office of General Counsel
P.E.C.
1325 K. Street N.W.
Washington D.C. 20463

200987

RECEIVED

GCC# 7459

82 MAR 31 A8: 48

March 27, 1982

Federal Election Commission
General Counsel Office
Attn: Phyllis A. Kayson - Docket Chief
1325 K. Street N.W.
Washington, D.C. 20463

Re: Amended Complaint - Additional Information - Morris & Thatcher, Inc. (Complainant) vs. Mr. Lynn Engdahl and
Committee to Elect Lynn Engdahl (Respondents)

Dear Ms. Kayson:

Enclosed please find correspondence initiated on behalf of Mr. Engdahl which is, in context, self-explanatory. It may be noted that at no time during the past year and a half has Mr. Engdahl undertaken any "commercially reasonable" efforts to satisfy the outstanding debt; as required by 11 C.F.R. § 114.10(c)(2) prior to consideration of debt settlement for less than the amount owed on the debt.

Having recently, within the past four weeks, received a copy of 11 C.F.R. and Federal Election Campaign Laws, I am in a substantially improved position to relate same regarding my amended complaint. It appears now that Mr. Engdahl and Committee relied heavily upon my relative ignorance of those FEC statutes, laws, and regulations to achieve their self-serving objectives. To believe their actions were anything other than knowing and willful disregard for clearly defined FEC statutes, laws, and regulations is beyond my own logical expectations; as well as personal experience in connection with respondents activities.

For purposes of clarification, it should be noted that Morris & Thatcher, Inc. is a capital stock corporation. As such, at the time referred to in my amended complaint, I was sole stockholder and director of that corporation.

Among those statutes, laws, and regulations administered by the Commission, subject to critical review for relevance by that Commission, I relate the following as being pertinent to my amended complaint:

- 1.) 2 U.S.C. § 431(8)(A)(i) - regarding definition of "contribution"
- 2.) 2 U.S.C. § 431(11) - defining the term "person" to include corporations

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12 MAR 31 P 2: 33

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MAR 31 1982

- 3.) 2 U.S.C. § 432(b)(3) - regarding commingling of funds - it is suspected that Mr. Engdahl commingled personal and Committee funds to make loan payments due Morris & Thatcher, Inc.
- 4.) 2 U.S.C. § 432(c)(3) - regarding recordkeeping - it is suspected that no record was recorded by the Committee treasurer concerning the loan/contribution guaranteed by Mr. Engdahl due M&T
- 5.) 2 U.S.C. § 432(e)(2) - regarding receipt of contributions
- 6.) 2 U.S.C. § 432(f)(2) - regarding filing of reports, etc. - suspected failure to comply
- 7.) 2 U.S.C. § 432(g)(1) - regarding filing of reports, etc. - suspected failure to comply
- 8.) 2 U.S.C. § 434(a)(1) & (2)(A)(i) & (2)(A)(ii) - regarding reporting requirements - suspected failure to report loan/contribution guaranteed by Mr. Engdahl due M&T as well as payments made
- 9.) 2 U.S.C. § 434(b)(2)(A) & (3)(A) & (3)(E) & (4)(D) & (5)(D) & (7) & (8) inclusive: suspected failure on part of Committee to fully disclose all aspects surrounding the true nature and disposition of debts, loans/contributions, and other related financial dealings with M&T
- 10.) 2 U.S.C. § 441a(a)(1)(A) - regarding contribution limitations - solicitation of a \$2,600 loan by Mr. Engdahl & Committee from M&T was represented to be within FEC limitations
- 11.) 2 U.S.C. § 441a(a)(7)(A) - regarding contributions to a named candidate
- 12.) 11 C.F.R. § 100.7(a)(1)(i) to include (A) & (B) & (C) - regarding definition of loan/contribution & limitations
- 13.) 11 C.F.R. § 110.9(a) - regarding violation of of limitations
- 14.) 11 C.F.R. § 114.1(a)(1) - regarding definition of contribution or expenditure
- 15.) 11 C.F.R. § 114.10 inclusive - regarding extension of credit and settlement of corporate debts

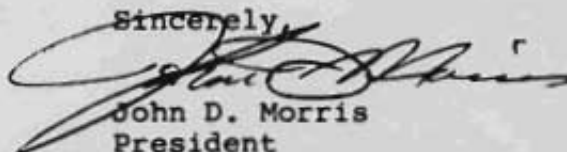
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Page Three
FEC - Additional Information
March 27, 1982

Other FEC statutes, laws, and regulations may apply to the context of my amended complaint. However, of those which I have referred to on page one and two, by which violations might be attributed, personal knowledge leads me to the conclusion that such is the case in this matter.

If there are any other developments relative or pertinent that might further clarify my position and add to your file, I will so inform.

Sincerely,



John D. Morris
President
Morris & Thatcher, Inc.

83040585771

GARY E. RHOADES, P. C.
ATTORNEY AT LAW
SUITE 400 THE LANDING
5200 S.W. MACADAM AVENUE
PORTLAND, OREGON 97201
(503) 223-5121

FOR YOUR
INFORMATION

March 18, 1982

Mr. William D. Schaub
Attorney At Law
1105 Commonwealth Building
421 S. W. Sixth Avenue
Portland, Oregon 97204

Re: Morris & Thatcher vs. Engdahl

Dear Bill:

In an effort to settle this case promptly and to reduce further legal expense to both parties, Mr. Engdahl has authorized me to extend an offer of \$1,000 inclusive of attorney's fees and costs to settle this case.

Please let me hear from you on this at your earliest convenience.

Sincerely,

GARY E. RHOADES, P. C.

Gary E Rhoades
Gary E Rhoades

GER:tc

cc: Mr. Lynn Engdahl

RECEIVED MAR 18 1982

sober also

Comment Sheet

12 Day Report

MUR # 1433

Staff Member Hudon

Date 3/25

Time of Transmittal 3/26/82 12:30

Expiration of 72-hour Comment Period: 3/31/82

Comments:

*Suggest review of DO '81-42 &
DO's cited therein. Also DO '76-85*

approve *[Signature]*

object

no comment

initials *[Signature]*

conference date/time

83040363773

12 DAY REPORT

March 25, 1982

MUR 1433
STAFF MEMBER: Lee Andersen
DATE ASSIGNED TO STAFF
MEMBER: 03/12/82

SOURCE OF MUR: Complaint

RESPONDENT'S NAME: Committee to Elect Lynn
Engdahl and Lynn Engdahl

RELEVANT STATUTES: 2 U.S.C. §§ 433 and 434
11 C.F.R. §§ 104.3, 104.5
and 105.11

INTERNAL REPORTS CHECKED: Committee to Elect Lynn
Engdahl's Mid-Year Report

FEDERAL AGENCIES CHECKED: None

STATEMENT OF THE CASE

A signed and sworn complaint was filed by John D. Morris on behalf of Morris & Thatcher, Inc., on March 10, 1982, against the Committee to Elect Lynn Engdahl ("CELE") and Lynn Engdahl. The complaint alleges that the respondent CELE's failure to report the existence of certain building rental debts claimed by the complainant is a violation of the reporting requirements of the Federal Election Campaign Act of 1971, as amended, (the "Act"). Specifically, complainant cites the Commission to reporting regulations 11 C.F.R. §§ 104.3, 104.5 and 104.11 as relevant to his complaint. The gravamen of Morris' complaint is that the debts (currently the object of litigation in the state courts of Oregon) should be reported by CELE on a continuing basis.

Although Morris seeks no specific relief, he

83040383794

asks the Commission to take jurisdiction in this matter and conduct an investigation into the allegation that Engdahl's reports are in violation of the Act.

PRELIMINARY DISCOVERY PLAN

An initial issue which the Commission will need to decide in determining whether to proceed to the reason to believe stage is whether the disputed debt alleged by Morris to be the basis of this complaint is one which the Act recognizes as a debt or obligation that must be reported. This is a legal question and will not require the Office of General Counsel to gather factual information for its answer.

CELE has not yet terminated its existence and is still reporting to the Commission on the financial status of its unsuccessful effort to elect candidate Engdahl, so there is no immediate concern with debt settlement. The issue in this matter is whether the Commission should give its imprimatur to the recognition of a disputed debt between a vendor (who is possibly a contributor) and the candidate committee.

TRACK DESIGNATION

The Office of General Counsel designates this a Track One matter under review.

Lee, look at the MUR 1355 file. Very similar. - Jeth

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Comment Sheet

12 Day Report

MUR # 1433

Staff Member Ridgeman

Date 3/25

Time of Transmittal 3/26/82 12:30

Expiration of 72-hour Comment Period: 3/31/82

Comments:

See how death with the issue before
ad Commission for last decided since

approve Ok

object _____

no comment _____

initials _____

conference date/time 3/26

Obvious copies to CNA
KAB
NBL

Comment Sheet

12 Day Report

MUR # 1433

Staff Member Burken

Date 3/23

Time of Transmittal 3/26/82 12:30

Expiration of 72-hour Comment Period: 3/31/82

Comments:

approve _____

object _____

no comment _____

initials _____

conference date/time _____

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12 DAY REPORT
March 25, 1982

MUR 1433
STAFF MEMBER: Lee Andersen
DATE ASSIGNED TO STAFF
MEMBER: 03/12/82

SOURCE OF MUR: Complaint
RESPONDENT'S NAME: Committee to Elect Lynn
Engdahl and Lynn Engdahl
RELEVANT STATUTES: 2 U.S.C. §§ 433 and 434
11 C.F.R. §§ 104.3, 104.5
and 105.11
INTERNAL REPORTS CHECKED: Committee to Elect Lynn
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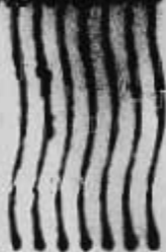
TRACK DESIGNATION

The Office of General Counsel designates this a Track One matter under review.

83040383799

Mr. John D. Morris
Morris & Thatcher, Inc.
11 E. 41st Street
San Mateo, Calif. 94403

0 4 0 3 3 8 0 0



RECEIVED

82 MAR 31 10:48

Federal Election Commission
General Counsel Office
Attn: Phyllis A. Kayson (Docket Chief)
1325 K. Street N.W.
Washington, D.C.
20463



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 16, 1982

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Committee To Elect Lynn Engdahl
Federal Station
Box 1980
Portland, Oregon 97207

Re: MUR 1433

Dear Sir:-

This letter is to notify you that on March 10, 1982 the Federal Election Commission received a complaint which alleges that your Committee may have violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act") or Chapters 95 and 96 of Title 26, U.S. Code. A copy of this complaint is enclosed. We have numbered this matter MUR 1433. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate, in writing, that no action should be taken against your Committee in connection with this matter. Your response must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public.

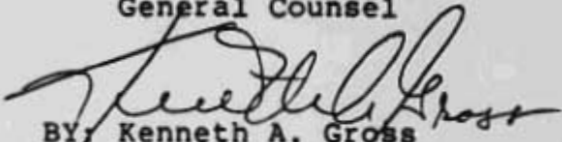
If you intend to be represented by counsel in this matter, please advise the Commission by sending a letter of representation stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

33040303802

If you have any questions, please contact Lee Andersen, the attorney assigned to this matter at (202) 523-5071. For your information, we have attached a brief description of the Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele
General Counsel


BY: Kenneth A. Gross
Associate General Counsel

Enclosures

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

83040583805



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 16, 1982

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Lynn Engdahl
10332 N.W. Alpenglow Way
Portland, Oregon 97229

Re: MUR 1433

Dear Mr. Engdahl:

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3304038380

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Sincerely,

Charles N. Steele
General Counsel

Kenneth A. Gross
BY: Kenneth A. Gross

33040383805

Enclosures

1. Complaint
2. Procedures
3. Designation of

Two copies of a US Postal Service Form 3847, "Certification of Mailing", dated April 9, 1982. The forms are filled out with handwritten information, including the name "Lee Andersen" and the address "1000 17th St NW, Washington, DC 20036". The forms are stamped with "FILED" and "MAILED" and include a circular postmark from the "FBI - WASH DC" area.



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

1433

Complainant MR John D. Morris (Pres.)
Morris & Thaler, Inc
11 E. 41st St. #C
San Mateo, CA 94403

Respondents

- ① Mr Lynn Engdahl
10332 N.W. Alpenglow Way
Portland, Oregon 97229
- ② Committee to Elect Lynn Engdahl
Federal Station
Box 1980
Portland, Oregon 97207

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200734

00 MAR 18 10:25

March 4, 1982

CC# 7321

MUR 1433

Federal Election Commission
General Counsel Office
Attn: Mr. Charles N. Steele
1325 K. Street N.W.
Washington, D.C. 20463

Re: Amended Complaint - Morris & Thatcher, Inc. (Com-
plainant) v. Mr. Lynn Engdahl and Committee to Elect
Lynn Engdahl (Respondents)

Dear Mr. Steele:

This "Amended Complaint" is submitted in order to formalize a previous request, dated February 12, 1982, for possible investigation into circumstances, by your Commission, that may constitute violation of the Federal Election Campaign Act of 1971, as amended (the "Act").

COMPLAINANT initiating said request for possible investigation is:

Mr. John D. Morris (Pres.)
Morris & Thatcher, Inc.
11 E. 41st Street #C
San Mateo, Calif 94403
Phone: 1-415-341-7231

As currently represented by legal counsel:

Mr. William D. Schaub
Bauer, Murphy, Winfree & Schaub
Attorneys at Law
1105 Commonwealth Building
421 S.W. Sixth Avenue
Portland, Oregon 97204
Phone: 1-503-223-6113

RESPONDENTS named by "Complainant" in this request are:

Mr. Lynn Engdahl
10332 N.W. Alpenglow Way
Portland, Oregon 97229

And:

Committee to Elect Lynn Engdahl
Federal Station
Box 1980
Portland, Oregon 97207

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The source of information upon which this "Amended Complaint" is based for Commission review and possible investigative inquiry results from direct or indirect oral and or written communications engaged between "Complainant", legal counsel representing expressed interests of Complainant, Mr. Lynn Engdahl (Respondent), legal counsel representing expressed interests of Mr. Lynn Engdahl (Respondent), and Committee to Elect Lynn Engdahl (Respondent) designated representatives;

WHEREBY the Complainant alleges:

I.

At all material times mentioned herein, complainant was a duly registered corporation under the laws of the State of Oregon, the principal office of which is located in Portland, Multnomah County, Oregon.

II.

At all material times mentioned herein, Mr. Lynn Engdahl (respondent) was a resident of Portland, Multnomah County, Oregon.

III.

At all material times mentioned herein, respondents, in common or separately, were actively engaged in "political activities" governed or otherwise regulated by statutes, laws, and administrative procedures further defined under the Federal Election Campaign Act of 1971, as amended (the "Act").

IV.

At all material times mentioned herein, respondents, in common or separately, contracted for and subsequently occupied .

as principle tenants of a certain rental property located at 1142-46 S.W. 12th Ave., Portland, Multnomah County, Oregon. Further, said rental property was contracted by respondents for use as a political "Campaign Headquarters" under terms and conditions set forth in a written rental agreement, dated August 21, 1979, signed and executed by and between respondents and complainant.

V.

Respondents, in common or separately, did frequently cause to become indebted to complainant by virtue of their habitual delays or failures to comply with contracted financial obligations as set forth in a written rental agreement, dated August 21, 1979, which is the same rental agreement referred to in Paragraph IV (four) of this complaint.

VI.

On or about July 29, 1980, complainant received a written communication (See Exhibit #1) disclosing respondent attitudes toward payment of extended indebtedness demanded by complainant. Complainant perceived from the context of that communication an implied threat to abandon occupancy of the contracted property by respondents unless complainant should either "donate" one months rent (\$1,200.00) or "help solve the problem in some other way". Complainant responded in writing to the aforesaid communication (See Exhibit #2).

VII.

On or about August 10, 1980, complainant met with respondents. At that meeting respondents were informed by complainant that a pending marital separation necessitated immediate payment of respondents indebtedness to complainant. Further, that without said payments complainant would be

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severally incapacitated financially and as a result would be unable to secure separate personal lodgings in the event marital separation occurred. Respondents expressed inability to comply with complainants demands for payment, which at that time exceeded \$2,000.00. By way of assistance, however, respondents proposed that complainant might occupy without charge an unused portion of the rental property then in use as a "Campaign Headquarters" until such time as payments due complainant could be made.

VIII.

On or about August 20, 1980, complainant became separated from his personal marital relationship and without other financial options moved a portion of his personal belongings into an approximate ten by twelve foot room located on the second floor of that "Campaign Headquarters" offered by invitation from respondents. Said occupancy was taken by complainant on a personal basis without reference to the corporate entity controlled by complainant from which respondents had contracted their indebtedness.

IX.

On or about September 8, 1980, complainant received written notice from respondents, in accordance with the terms and conditions of their rental agreement, giving required notification of their intent to vacate the contracted premises by November 8, 1980. Attached to, and incorporated with that notice, was a "memo" (See Exhibits 3&4) which concerned possible reduction of respondents liability to complainant.

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X.

On or about September 15, 1980, respondents entered into negotiations with complainant toward the purpose of resolving their considerable indebtedness to same.

XI.

On or about September 29, 1980, complainant was approached by respondents with documentation which defined a method by which all debts resulting from delinquent contractual obligations due complainant would be satisfied by November 4, 1980. Said documentation was represented by respondents as a necessary and pertinent requirement under FECA statutes, laws, and or regulations which obligated respondents to file said documentation by a specific date. Further, that all non-personal debts, those owed to any corporate entity such as complainant, must be resolved in writing and the method defining such resolution filed with FECA authorities.

Contained within the context of that specific documentation presented to complainant by respondents, was a conditional agreement by which the "Committee" would be granted a waiver of accumulated debts due complainant equalling \$2,600.00. Further, that in exchange for such a "waiver", Mr. Lynn Engdahl would personally guarantee payment of said \$2,600.00 no later than November 4, 1980. The balance then due complainant would be paid from "Committee" funds upon execution of said documentation. By way of formalizing acknowledgement of respondents intent honoring such agreement, complainant was presented with three "promissory notes"; two each in the amount of \$300.00 and one each in the amount of \$2,000.00, signed by Mr. Lynn Engdahl.

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On condition that all three promissory notes would be redeemed by respondents (personally guaranteed by Mr. Engdahl), complainant signed said documentation in good faith. A copy of which was promised by respondents, but not delivered.

XII.

Each of the two \$300.00 promissory notes were redeemed by respondents, either by personal or Committee check, and complainant makes no claim concerning payment of those notes. Nor impropriety on the part of respondents in that regard.

XIII.

On or about November 25, 1980, respondent Mr. Lynn Engdahl made a partial payment in the amount of \$300.00 on the then overdue promissory note of \$2,000.00. Appeals were made by respondent concerning personal funds shortages and that a brief extension of the note balance then due complainant would be required by respondent. The extension of which was granted respondent by complainant.

XIV.

On or about December 15, 1980, respondent Mr. Lynn Engdahl approached complainant with information that he would soon be liquidating certain personal assets at public auction and that as a result of successful completion thereof, he would have sufficient funds to redeem the balance of his note in cash or by check as preferred by complainant. Also, that complainant could personally attend said auction and be totally satisfied in the amount of \$1,700.00 at conclusion of same.

XV.

On or about December 19, 1980, complainant formalized in writing the understanding between complainant and respondent (See Exhibit #5).

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XVI.

On or about December 19, 1980, complainant found tacked to his office door, a letter (See Exhibit #6) from respondents demanding settlement by complainant's person for rent charges and utility costs resulting from occupancy of that space referred to in Paragraphs VII. & VIII. of this complaint.

XVII.

On or about December 19, 1980, complainant met personally with Committee Chairman Mr. Martin Zinda, and presented the letter referred to in Paragraph XVI. for clarification as to its authenticity and purpose. Mr. Zinda personally disavowed any knowledge that such a letter had been written or that any "settlement" was demanded or expected on behalf of the "Campaign Committee".

XVIII.

On or about December 19, 1980, complainant formalized in writing a reply to that letter referred to in Paragraph XVI. (See Exhibit #7) of this complaint.

XIX.

On or about December 20, 1980, complainant personally attended a public auction held on behalf of respondent Mr. Lynn Engdahl, which was the same public auction referred to be pending in Paragraph XIV. of this complaint. Said public auction was also attended by respondent Mr. Lynn Engdahl.

As witness and active participant in said public auction, complainant bid on various items placed before him for sale at auction and was successful high bidder on approximately \$700.00 worth of same.

3304038310

XIX. (Con't)

At the conclusion of said public auction, complainant was denied payment as promised of the balance then owing complainant by respondent Mr. Lynn Engdahl. Further, that all items successfully bid upon by complainant were denied possession of complainant by respondent Mr. Lynn Engdahl, who thereafter catagorically rejected any liability for the payment of \$1,700.00, or any reduction thereof, previously contracted for by respondents.

XX.

On or about March 15, 1981, complainant had filed through his legal counsel, in the District Court of the State of Oregon for the County of Multnomah, a Civil Action praying for judgement against respondent Mr. Lynn Engdahl (See Exhibit #8).

XXI.

On or about April 20, 1981, respondent Mr. Lynn Engdahl, who had retained legal counsel for his defense, had submitted an answer to complainants Civil Action (See Exhibit #9).

XXII.

On or about October 28, 1981, the attorney for respondent Mr. Lynn Engdahl, ventured an offer of settlement in the amount of \$350.00 (See Exhibit #10). Complainant wholly or in part rejected such an offer of settlement.

XXIII.

On or about November 30, 1981, complainant had filed through his legal counsel, a "Plaintiff's First Request for Production" (See Exhibit #11). The particulars of which have not been produced by respondents as of March 4, 1982.

XXIV.

In respect to information, documentation, and allegations presented in previous Paragraphs of this "Amended Complaint", complainant further alleges that respondents, in common or separately, did conspire to delay or otherwise avoid payment indeffinetely those sums due and owing to complainant.

That on or about December 20, 1980, respondents did knowingly and willingly breach terms and conditions of a legal contract, supporting negotiated settlement of their contracted financial obligations due and owing complainant; including any and all extentions thereof.

That as a result of said breach, complainant has not been satisfied payment by respondents in the amount of \$1,700.00.

That as a result of said deficiency of payment, complainant has remained an unwilling creditor to respondents who are deemed by complainant to share equal liability for payment of that deficiency.

That efforts were made by and on behalf of respondents to solicit illegal campaign contributions from complainant for purposes of reducing their liabilities in the amount of \$1,500.00 then due complainant by respondents; leaving a balance of \$200.00 as their sole obligation in this matter.

That respondents, upon failure to exact a contribution from complainant, have retained the basis of that solicitation as grounds for possible counter-claim against complainant's Civil Action for payment enacted at complainants request; naming as defendent respondent Mr. Lynn Engdahl.

3304063813

XXV.

In consideration of the information, documentation, and allegations presented in this foregoing "Amended Complaint" by complainant, as required by 2 U.S.C. § 437g(a)(1) and 11 C.F.R. § 111.4; whereby complainant is granted authority to petition the Commission for possible investigative inquiry into any and all allegations presented herein; complainant so authorizes and directs the Commission to do so.

WHEREFORE, complainant prays the Commission be aware of certain limitations which preceed access by complainant to all FECA statutes, laws, and or governing regulations that may or may not have been violated by respondents in this regard. However, special attention may be directed, but not limited to, those statutes, laws, and or governing regulations which refer to required Reports by Committies, 11 C.F.R. § 104.3, § 104.5, and § 104.11, in that complainant feels respondents failed to report as directed.

VERIFICATION

Mr. John D. Morris, For and in behalf of Morris & Thatcher, Inc., an Oregon Corporation, desposes and says:

That he is the complainant in the above-initiated request; that he has read the foregoing complaint, knows the contents thereof, and he believes and swears the facts stated to therein to be true.

John D. Morris
Complainant

SUBSCRIBED AND SWORN TO Before me this 5th day of March 1982.



Ray B. Reed
Notary Public for California
Residing at: 33 Hillsdale Mall
San Mateo, Ca. 94403

RECEIVED
82 MAR 10 AM: 28

EXHIBIT #1

July 29, 1980

Dear John,

Do I sense a different tactic? Have you assumed that if you assert you are coming for a check of \$ 1,179.20 that it will appear by magic?

I would have guessed that you could figure out that if we had money to pay you that I would have done so already. To date I have not had the money to do so. That situation continues into today.

Since you seem to be more insistent today, I feel there is only one real option available to us both. Betsy Heath is convinced we could find better space elsewhere. I have resisted her pressures due to the hassle of moving.

However, it would seem that it is a very real possibility at this moment. When we initially moved into these quarters, we paid first and last months rent. During the 11 months we have stayed here we have paid you over \$12,000. Given the fact that we paid \$150 in the month of July, together with the last months rent initially paid, I figure we could go until August 7 and end up about even.

Therefore, I propose the following: If we have not paid you for the full month of July by the 8th of August along with our share of taxes and insurance which are due at that time, then we will vacate the premises by August 10, 1980.

Since the world is filled with promises and people who don't keep them. I have very few options open to me. It seems that the one listed above is the fairest to you. If you are willing to help solve the problem in some other way, please inform me.

I'm sorry that our tenancy has been beset by monetary problems. It's a position I hate more than you can know.

Since my secretary and my volunteers can't help you with this problem, I suggest you don't force the issue with them. I have gone home because I have been sick for the last 5 days and my body is screaming "Go to bed." If you wish to communicate with me there to offer some other constructive solution, I will be receptive. Lynn will probably be at his meeting with the Tektronix people (he's trying to raise the money to pay you.) Betsy Heath is with the Governor trying to open some \$\$\$ doors faster for us. My finance chairman is working today on some of the big money people. Solutions are in the making, they just aren't here yet.

Again, if you wish to talk, I have told you where to find me.

Sincerely,

Jim Cason
Jim Cason

P.S. *John, another option is to donate our money and as your contribution to our campaign. What could help you?*

P.S. By the way how did you come up with a number like \$1,179.20?

29 July 1980

Mr. Lynn Engdahl
Committee to Elect Engdahl
1142 S.W. 12th
Portland, Ore 97205

Dear Lynn:

I have just re-read a letter typed by Jim Cason which has been most disturbing to me. The implications are that not only is it not required of your organization to return my telephone calls so that I may be informed as to the progress of your financial well being, as seems only reasonable under the present circumstances, but has chosen to be flippant to the degree that I find it insulting. My concerns for collecting the rent, especially when there is so much discussion about having already paid the last months rent and therefore void of obligation at the end of the month, which is now, seem quite justified.

So that there is no confusion in this matter, let me state the facts as I see them. First, if your intent is to vacate the property at the end of the month, be it under the direction of Ms Heath or anyone else, I must draw your attention to a clause in your rental contract which requires you to advise me in writing of your intent not less than sixty-days prior to the time of your exit. At that time, not before, the final thirty-days of your tenancy is paid by virtue of the principle payment of first and last months rent in advance. However, under these circumstances, if you gave me such notice today, you would still owe for August and September in full even if you vacated the property on the first day of August.

Mr. Cason ambitiously concludes the following would be acceptable to me: 1) "Given the fact that we paid \$150.00 in the month of July, together with the last months rent initially paid, I figure we could go until August 7 and end up about even." What does "about even" mean?

2) "Therefore, I propose the following: If we have not paid you for the full month of July by the 8th of August along with our share of taxes and insurance which are due at the time, then we will vacate the premises by August 10, 1980." How nice that I may wait patiently for another week or so to find out. Should I now assume that in order to enforce the conditions of our contract, legal council should be taken under advisement and the recommendations of that council adhered too? If so, Mr. Cason has certainly placed that consideration within reach via his rather negligent attitude to matters. It was not that a qualified response, intelligently or factually handled, might have accomplished more with me. It is the presumption that a threat of any kind issued in my direction, presented to me as a viable option, is insulting as well as totally unacceptable.

Frankly, Lynn, I am very disappointed that my calls remained unanswered

RECEIVED
EXHIBITS 03 & 04
82 MAR 10 AM: 25

Memo to: John Morris

Memo from: Jim Cason

Re: Notice for vacating premises

Date: September 8, 1980

I am herewith giving the 60 days notice required by our rental agreement. We intend to be completely moved out of the premises by November 8, 1980.

See attached memo.

3304003J319

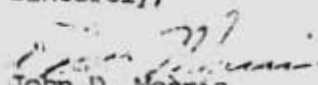
and the situation is now of the gravest consideration to me. I called merely to be kept informed regarding progress toward resolution of our mutual problem. Now I am informed that Ms. Betsy Heath considers that you can find a better "space" elsewhere. If you consider it a viable option, I will accept your letter giving sixty-day notice at your earliest convenience. And, in as much as you don't believe it to be important to return my calls, as well as choose to reduce my general attitude toward your campaign and the associated problems, I can assure you that my interests will be paramount should there be any future dealings or considerations on this matter.

As Mr. Cason has chosen to question the present balance due as past rent consideration, you may pass the following figures on to him so that I may be checked and not accused of cheating. Rent for the month of July, as other months, is \$1,200. That is over due. Taxes for last quarter, which I have paid the full amount, is divided by two into \$258.41. That division leaves a balance of \$129.205 or half a cent in your favor at \$129.20. Added to the rent figure, (\$1,200 + \$129.20) I receive a total of \$1,329.20. As we must deduct the \$150.00 paid in July from that total of \$1,329.20, a balance of \$1,179.20 seems to result. That, specifically, is how I came up with a number like \$1,179.20.

For the month of August, taxes are once again due, as will rent become due. The figures will be very much the same as this month, except of course that instead of a balance of \$1,179.20 being due, the full \$1,329.20 will be payable.

If Mr. Cason wishes to calculate cost per square foot of useable space, I believe he will find that you are renting for approximately \$3.00 per square foot. The condition of the building not withstanding, it doesn't seem to be a bad price considering the location. If your Ms. Heath can gain you better advantage than that for better "space", please feel free to submit notice.

Sincerely,


John D. Morris
President
Morris & Thatcher, Inc.

2 3 0 4 0 3 3 1

Memo to: John Morris

Memo from: Jim Cason

Re: Reducing our liability

Date: September 8, 1980

In an effort to reduce our liability for this space please consider helping us with the following.

(1) IF it is possible to rent the entire building or a portion of it prior to November 8, 1980 please do so. This is one obvious way of reducing our liability. We would be very willing to move out of any portion or all of the building to further reduce our fixed costs.

(2) Consider some fair and amicable reduction in rent for a portion of the building. This figure I leave entirely to you. Again, any reduction we could make would be greatly appreciated.

(3) If you can think of a way of reducing our liability for these premises please inform me.

I would appreciate any response you have to give to come in writing, that's the only evidence submittable for FEC purposes.

Thank you for helping us and for your patience.

Morris and Thatcher Inc.

P.O. BOX 8321 ■ PORTLAND, OREGON 97207
(503) 224-9490

EX-102406113 A10: 28

19 December 1980

Mr. Lynn Engdahl
10332 N.W. Alpenglow Way
Portland, Oregon 97229

RE: Final Payment on \$2,000.00 Promissory Note

Dear Mr. Engdahl:

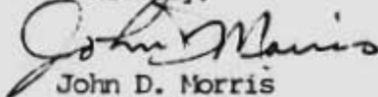
This letter is to confirm our mutual understanding in regards to collection by this corporation of \$1,700.00 which was due and payable on November 4, 1980.

As we have discussed the matter of extending your note, dated September 29, 1980, from November 4th to December 20, 1980, it is agreed that no further extensions will be awarded beyond that time.

On December 15, 1980, at or about 12:00 P.M., you met with John D. Morris (myself) to discuss the matter of final payment on your personal Promissory Note to this corporation. At that time you agreed final payment would be accomplished after certain gold coins, rings, and other valuables were sold at auction. You further stated that it was, and is, your specific intent to liquidate certain personal assets in order to resolve certain financial matters, of which the Promissory Note to this corporation is only part, and that such matters as pertaining to the interests of this corporation would be resolved by personal check or cash no later than December 20, 1980. You also stated that a personal representative of Morris & Thatcher, Inc., could attend the auction and redeem the note in full at the conclusion of the same.

I trust our understanding of this matter is clear and the intent specific enough to be conclusive without need of additional action or purpose beyond what we have already discussed.

Sincerely,



John D. Morris
President

cc: Henry L. Bauer
Janet Renae Thatcher Morris

LYNN ENGDAHL

Federal Station - Box 1980
Portland, Oregon 97207

RECEIVED
82 WARTS 400: 25

December 15, 1980

Mr. John Morse
1142 S. W. 12th
Portland, Oregon

Dear John,

Regarding the final settlement of the rent through November 1st, 1980, we find the following:

Note of L. Engdahl for	\$1,700.00
Less: 2 1/2 months rent from you	<u>1,500.00</u>
Balance due when note is returned	\$ 200.00

The \$1,500.00 is for the second floor rent and utilities for the months of October, September, and 1/2 of August.

The Campaign Committee would like to clear this up at an early date.

Committee to elect Lynn Engdahl, Federal Station - Box 1980 / Portland, Oregon 97207
Martin Zinda, Chairman; James Cannon, Treasurer

A copy of our report is filed with and available for purchase from the Federal Election Commission / Washington, D.C. 20463

EX-107 AM: 25

19 December 1980

Committee to Elect Lynn Engdahl
Federal Station
Box 1980
Portland, Oregon 97207

RE: Correspondence Dated December 15, 1980

Gentlemen:

I have received a letter from "The Campaign Committee" regarding claims for "second floor rent and utilities for the months of October, September, and $\frac{1}{2}$ of August", specifically in the assumed amount of \$1,500.00.

Reference is made in that letter which applies a potential reduction of the assumed \$1,500.00 from the amount held in a note from Lynn Engdahl for \$1,700.00.

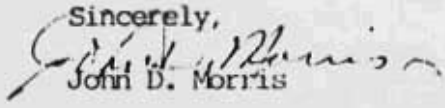
As you apparently fail to realize the implications of that letter, I will attempt to clarify matters for your records. The note from Mr. Engdahl is made in the form of a Promissory Note to the corporation of Morris & Thatcher, Inc. It was one of a series of notes which Mr. Engdahl personally signed for and redeemed except for one last note in the amount of \$2,000.00 which was due and payable on November 4, 1980. A partial payment of \$300.00 was made and recorded against that amount leaving an unpaid balance of \$1,700.00. Which I presume is the amount you refer to in your letter.

The question of rent for space occupied by myself, which was a ten foot by twelve foot room located on the second floor of a building rented by Morris & Thatcher, Inc. to the Committee to Elect Lynn Engdahl according to the terms and conditions of a certain rental agreement dated August 21, 1979.

The question of rent and payment of utilities was presented by myself on various occasions prior to the time the Committee to Elect Lynn Engdahl vacated the property and the time Morris & Thatcher, Inc., resumed occupancy of that property located at 1142-46 S.W. 12th. Prior to that time I personally occupied the space in question for which no fee or charge for such occupancy was required or demanded either by Lynn Engdahl or Committee persons.

I personally view any attempt to extract \$1,500.00 from me to constitute an implied obligation for which there is no substance or truth in fact. I further view such an attempt as fraudulent and will defend myself by referring this matter to my attorney for future considerations.

Sincerely,


John D. Morris

IN THE DISTRICT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

MORRIS & THATCHER, INC.,)
)
Plaintiff,) No.
)
vs.)
)
LYNN ENGDAHL,) CIVIL ACTION
)
Defendant.)

Plaintiff alleges:

I.

At all material times mentioned herein, plaintiff was a
duly registered corporation under the laws of the State of
Oregon, the principal office of which is located in Portland,
Multnomah County, Oregon.

II.

At all material times mentioned herein, defendant was a
resident of Portland, Multnomah County, Oregon.

III.

On or about September 29, 1980, defendant made, executed
and delivered to plaintiff a promissory note, a copy of which
is attached hereto as Exhibit "A" and by this reference
incorporated in its entirety herein.

IV.

Defendant has paid \$300.00 of said note and there is
now due and owing from the defendant to plaintiff the sum of
\$1,700.00.

1 V.

2 The note provides that in case an action or suit is
3 instituted to collect this note or any portion thereof, the
4 defendant promised to pay any additional sums as the Court
5 may adjudge reasonable as plaintiff's attorney's fees.
6 Plaintiff has been required to employ an attorney for the
7 purpose of instituting and prosecuting this action and
8 requests that the Court award plaintiff its reasonable
9 attorney's fees in this action in the sum of \$1,000.00 plus
10 \$600.00 per diem in the event this matter is tried.

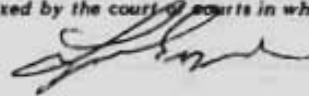
11 WHEREFORE, plaintiff prays for judgment against defendant
12 in the sum of \$1,700.00 principal of said note, for plaintiff's
13 reasonable attorney's fees above requested and its costs and
14 disbursements incurred herein.

15 BAUER, MURPHY, WINFREE & SCHAUB, P.C.

16
17 By /s/ William D. Schaub
18 WILLIAM D. SCHAUB
19 Of Attorneys for Plaintiff
20 OSB #77069
21
22
23
24
25
26

EXHIBIT "A"

10.00
Engdahl
promise to pay to the order of Morris & Thatcher, Inc.
at P.O. Box 8321, Portland, Or. 97207
Thousand and 00/100 ----- DOLLARS,
it thereon at the rate of 0 % per annum from N/A until paid; interest to be paid
and if not so paid, all principal and interest, at the option of the holder of this note, to become imme-
and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we
I agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or
filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any
in, is tried, heard or decided.



Due on November 4, 1980

RECEIVED

82 MAR 10 AIO: 85

EXHIBIT #9

IN THE DISTRICT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

MORRIS & THATCHER, INC.,

Plaintiff,

v.

LYNN ENGDAHL,

Defendant.

No. 215064

ANSWER

FOR YOUR
INFORMATION

Defendant, for his answer to plaintiff's complaint, denies each and every allegation contained therein, and the whole thereof.

WHEREFORE, defendant prays that plaintiff's complaint be dismissed, and that he recover judgment for his costs and disbursements incurred.

GARY E. RHOADES, P.C.

By:

Gary E. Rhoades, OSB #70120
Of Attorneys for Defendant

TRIAL ATTORNEY: GARY E. RHOADES

GARY E. RHOADES, P.C.
ATTORNEY AT LAW
SUITE 400 THE LANDING
5200 S.W. MACADAM AVENUE
PORTLAND, OREGON 97201
(503) 223-5121

RECEIVED
EXHIBIT #10

82 MAR 10 AM 1:25

FOR YOUR
INFORMATION

October 28, 1981

William D. Schaub
Attorney at Law
1105 Commonwealth Building
421 S.W. 6th Avenue
Portland, Oregon 97204

Re: Morris & Thatcher vs. Engdahl

Dear Bill:

Thank you for your letter of October 21. I am authorized to extend an offer of \$350 to settle this case.

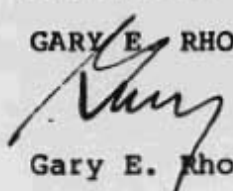
Neither one of us has spent much time on this case so far, so it would seem to be in the interest of both parties from an economical point of view to reach an amicable settlement of their differences at this time.

I have several defenses that I intend to raise in an amended answer, including a counterclaim, if that becomes necessary.

Please advise me of your client's position on settlement at your earliest convenience. Thank you for your cooperation.

Sincerely,

GARY E. RHOADES, P.C.


Gary E. Rhoades

GER:pf
cc: Lynn Engdahl

1 IN THE DISTRICT COURT OF THE STATE OF OREGON

2 FOR THE COUNTY OF MULTNOMAH

3 MORRIS & THATCHER, INC.,)

4 Plaintiff,)

No. 215064

5 vs.)

6 LYNN ENGDAHL,)

PLAINTIFF'S FIRST REQUEST
FOR PRODUCTION

7 Defendant.)

8 TO: LYNN ENGDAHL

9 Pursuant to ORCP 43, plaintiff requests that defendant
10 produce for inspection and copying the documents set forth
11 below. As used in this Request, "documents" shall be given
12 its broadest possible meaning and shall include, but not be
13 limited to, all forms of documents set forth in ORCP 43A.

14 All documents shall be made available for inspection
15 and copying in the offices of defendant's attorney, Gary E.
16 Rhoades, P.C., Suite 400, The Landing, 5200 S.W. Macadam
17 Avenue, Portland, Oregon 97201, by 9:30 a.m. the 30th day of
18 December, 1981.

19 The following documents are requested:

20 1. All federal election reports filed by the election
21 committee representing Mr. Engdahl showing the arrangement(s)
22 by which the committee reported as satisfied the committee's
23 and/or Mr. Engdahl's obligations to plaintiff.

24 2. All documents, including federal election reports,
25 showing the terms of a conditional agreement agreed to by
26 plaintiff and defendant, by which plaintiff would receive

1 full payment by November 4, 1980, of all obligations owed to
2 plaintiff by defendant and defendant's campaign committee.

3 3. Copies of all cancelled checks showing to what
4 extent the obligations reflected by notes signed by defendant
5 were satisfied, including a signed committee check in the
6 amount of \$300.00, made payable to John Morse (sic), in
7 partial payment of the note which is the subject of this
8 lawsuit.

9 4. Copies of all committee treasurer reports, including
10 the closing report, filed by committee treasurer, James
11 Cason.

12 5. All documents showing the address and location of
13 former committee treasurer, James Cason.

14 THIS REQUEST TO PRODUCE IS A CONTINUING REQUEST AND IS
15 INTENDED TO INCLUDE ANY DOCUMENTS FALLING WITHIN THE ABOVE
16 DESCRIPTIONS WHICH LATER ARISE.

17 Where any document is withheld by reason of your assertion
18 of a statutory or common law privilege, identify the document,
19 location and custodian, and the basis of the privilege
20 asserted.

21 DATED this 30th day of November, 1981.

22 BAUER, MURPHY, WINFREE & SCHAUB, P.C.

23 /s/ WILLIAM D. SCHAUB

24 By

25 WILLIAM D. SCHAUB
26 Of Attorneys for Plaintiff
OSB #77069

CERTIFICATE — TRUE COPY

I hereby certify that the foregoing copy of Plaintiff's First Request for Production is a complete and exact copy of the original.

Dated November 30, 1981

Attorney(s) for Plaintiff

ACCEPTANCE OF SERVICE

Due service of the within is hereby accepted on 19....., by receiving a true copy thereof.

Attorney(s) for

CERTIFICATES OF SERVICE

Personal

I certify that on, 19....., I served the within on attorney of record for by personally handing to said attorney a true copy thereof.

Attorney(s) for

At Office

I certify that on, 19....., I served the within on attorney of record for by leaving a true copy thereof at said attorney's office with his/her clerk therein, or with a person apparently in charge thereof, at, Oregon.

Attorney(s) for

Mailing

I hereby certify that I served the foregoing Plaintiff's First Request for Production on Gary E. Rhoades, P.C. attorney(s) of record for Defendant on November 30, 1981, by mailing to said attorney(s) a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said attorney(s) at said attorney(s) last known address, to-wit: Suite 400 The Landing, 5200 S.W. Macadam Avenue, Portland, Oregon 97201

and deposited in the post office at Portland, Oregon, on said day.

Dated November 30, 1981

/s/ WILLIAM D. SCHAUB

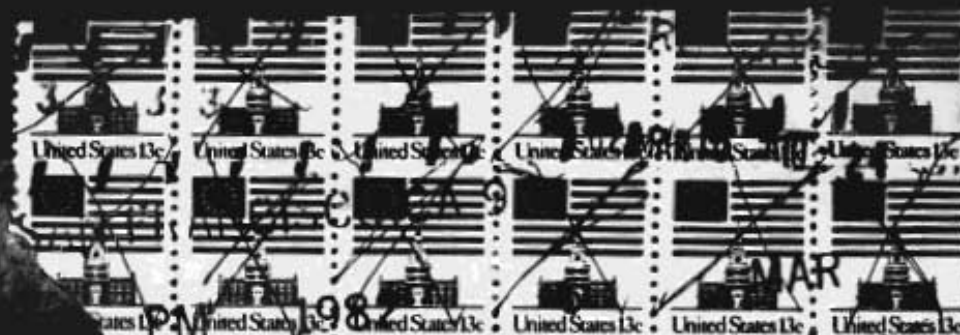
Attorney(s) for Plaintiff

BAUER, MURPHY, WINFREE & SCHAUB

ATTORNEYS AT LAW
1105 Commonwealth Building
421 S. W. Sixth Avenue
Portland, Oregon 97204
Telephone 223-6113

BACKING SHEET

FRANCISCO CA 94



FROM

Mr. John D. Morris
Morris & Thatcher, Inc.
11 E. 41st Street #C
San Mateo, Calif. 94403

FEDERAL ELECTION COMMISSION
General Counsel Office
Attn: Mr. Charles N. Steele
1325 K. Street N.W.
Washington, D.C.

20463



FEDERAL ELECTION COMMISSION

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

THIS IS THE BEGINNING OF MUR # 1433

Date Filmed 3-15-83 Camera No. --- 2

Camera MLL