

DANIEL L. BERMAN
E. SCOTT SAVAGE
JAY D. GURMANKIN
SAMUEL O. GAUFIN
PEGGY A. TOMSIC
CASEY K. MCGARVEY
DANIEL S. DAY
RONALD J. CHLEBOSKI, JR.
ELIOT M. COHEN
DAVID P. WILLIAMS
CHRIS R. HOGLE
RICK D. FLINT

LAW OFFICES
BERMAN, GAUFIN, TOMSIC & SAVAGE
A PROFESSIONAL CORPORATION
SUITE 1250
50 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84144
TELEPHONE (801) 328-2200
TELECOPIER (801) 531-9926

OF COUNSEL
D. FRANK WILKINS

APR 18 10 01 AM '97

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

April 17, 1997

Ms. Jennifer Henry
Office of General Counsel
FEDERAL ELECTION COMMISSION
999 E. Street, N.W.
Washington, DC 20463

Re: Utah State Democratic Committee vs. The Honorable Merrill Cook
and Merrill Cook for Congress Committee, MUR 4621

Dear Ms. Henry:

Enclosed please find respondents' The Honorable Merrill Cook and
Merrill Cook for Congress Committee's Response to the Utah State Democratic
Committee's Complaint. In accordance with FEC rules, respondents respectfully
request that their Response be kept strictly confidential.

Sincerely,


Chris R. Hogle

CRH/mjg
Enclosures
cc: Jay D. Gurmankin
David Irvine

21 04 405 2012

BERMAN, GAUFIN, TOMSIC & SAVAGE
Daniel L. Berman (0304)
Jay D. Gurmankin (1275)
Chris R. Hogle (7223)
Attorney for The Honorable Merrill Cook and
Merrill Cook for Congress Committee
50 South Main Street, Suite 1250
Salt Lake City, Utah 84144
Telephone: (801) 328-2200

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF THE
CLERK
APR 18 10 02 AM '97

BEFORE THE FEDERAL ELECTION COMMISSION

UTAH STATE DEMOCRATIC
COMMITTEE,

Complainant,

vs.

THE HONORABLE MERRILL COOK and
MERRILL COOK FOR CONGRESS
COMMITTEE,

Respondent.

RESPONSE TO COMPLAINT

MUR 4621

The Honorable Merrill Cook and Merrill Cook for Congress Committee (collectively "respondent"), by and through their counsel of record, hereby file this response to the Complaint filed by the Utah State Democratic Committee ("USDC") in this matter, to demonstrate that no action should be taken by the Federal Election Commission ("Commission") and that the Commission should dismiss the Complaint.

INTRODUCTION

The Complaint in this matter, which has as its sole basis an inaccurate press release dated January 24, 1997, and an inaccurate Deseret News article dated January 25, 1997, alleges that based on that hearsay, respondent has failed to settle disputed debts thereby resulting in the acceptance of illegal contributions or loans from R.T. Nielson Company ("Nielson") and Phillips, Twede, Spencer ("PTS") and failed to report in full those contributions and/or loans.

21-04-405-2020

The USDC's allegations are categorically false and, moreover, are insufficient to trigger a Commission investigation. Congress and the Commission have directed that the allegations in FEC complaints must be signed and sworn to under penalty of perjury. The USDC's Complaint is nothing more than a notarized newspaper article published a month before the Complaint was filed. None of the Complaint's substantive assertions are signed and sworn to under penalty of perjury. Thus, the Complaint is unreliable and insufficient to trigger further Commission action.

The USDC's assertions regarding respondent's dealings with PTS, a political advertising firm, are simply false. Almost a month before the USDC filed its Complaint, respondent settled its debt with PTS and paid PTS all amounts due. In addition, respondent accurately and completely disclosed its transactions with PTS in appropriate FEC reports.

The allegations concerning respondent's disputes with Nielson, a political consulting firm, are false. Respondent paid Nielson over \$225,000. Nielson wants more without justification. But even if respondent owed Nielson more, this would not amount to an FECA violation. Respondent properly recorded its dispute with Nielson in its FEC reports using amounts furnished by Nielson itself. Moreover, the differences between respondent and Nielson are nothing more than a garden-variety billing dispute which was disclosed and which, as a matter of law, cannot give rise to an illegal contribution.

Finally, no contribution could have been made by Nielson to respondent because respondent paid Nielson for anything or any service of value Nielson ever provided. Nielson engaged in serious and demonstrable over-billing and double-billing of respondent. In fact, if an entity owes money, it is Nielson to respondent.

For these reasons, the Commission should take no further action, and should dismiss the USDC's Complaint.

I. BACKGROUND FACTS

A. Respondent Settled and Accurately Reported Its Debt to PTS.

1. Respondent retained PTS to perform political advertising services. PTS performed services for respondent during the 1996 campaign valued at \$13,006.65.

2. Respondent made a payment to PTS between November 26, 1996, and December 31, 1996, in the amount of \$4,012.56. On January 30, 1997, almost a month before the USDC filed its Complaint, respondent and PTS entered into a settlement agreement resolving the billing dispute wherein respondent agreed to pay PTS the outstanding balance of the debt, \$8,994.09; and PTS agreed to waive and release any and all claims against respondent. See Memorandum of Understanding and Agreement dated Jan. 30, 1997, attached hereto as Exhibit 1.

3. Respondent accurately reported the PTS debt in its FEC reports. In its December 4, 1996 report for the October 17, 1996 to November 26, 1996 period, respondent reported a \$6,583.99 debt to PTS. In its next report dated January 31, 1997, and covering the November 26, 1996 to December 31, 1996 period, respondent reported that the amount grew to \$13,006.65, and that it had paid \$4,012.56 toward the debt, leaving a balance of \$8,994.09. That was the entire amount of the debt as demonstrated by the resolution of the dispute entered into on January 30, 1997. See FEC Form 3 dated 12/4/96 at Schedule D, page 2 of 2, attached hereto as Exhibit 2; Amended Report of Receipts and Disbursements dated January 31, 1997 at Schedule D, attached hereto as Exhibit 3; FEC Form 3 dated 1/31/97 at Schedule B, page 1 of 1, attached hereto as Exhibit 4.

2007-04-05 12:02:50

4. The debt and the disbursements to PTS were properly reported in respondent's FEC reports almost a month before the USDC filed its Complaint on February 26, 1997.

B. Respondent's Contract With Nielson Provides a Demonstrable Basis for Concluding There Has Been No Violation.

5. Respondent retained R.T. Nielson to perform consulting, advertising, polling, and PAC fund-raising services. Respondent and R.T. Nielson entered into Nielson's form Services Agreement defining R.T. Nielson's duties and its compensation on March 5, 1996. See Services Agreement, attached hereto as Exhibit 5.

6. Under the Services Agreement, Nielson promised to "undertake and assume the responsibility of performing for and on behalf of [respondent] all duties and responsibilities which are reasonably necessary to fulfill the purposes of this Agreement." In particular, Nielson agreed to "oversee all general consulting for the campaign," and "provide polling, and advertising as required and needed" by respondent. See id. at para. 2.

7. In exchange for these services, the Agreement called for respondent to provide defined levels of compensation. For example, for general consulting, the contract stipulated that "Nielson shall receive the sum of \$40,000 for consulting services through May 4, 1996. After May 4, 1996 and during periods of the primary and general elections, Nielson shall receive \$4,000 a month for general consulting." In internal documents and in documents sent to respondent, Nielson explained that general consulting or general management fees included expenses for "office space rental, equipment rental, [and] staffing." See id. at para. 4(b); Nielson's March 4, 1996 internal invoice document, attached hereto as Exhibit 6; Jan. 25, 1997 memo to D. Irvine from R. Nielson, attached hereto as Exhibit 7.

8. Bonuses were also contractually agreed to and defined. Under the Agreement, Nielson received bonuses for respondent's success at the Republican State Convention, the Republican primary election, and the general election. For example, the Agreement provided that respondent "agrees to pay Nielson the following bonuses upon successful election at the following events: . . . \$5,000 Utah Republican primary second congressional district race June 1996, or whenever party nomination occurs." See id. at para. 4(e).

9. Finally, the Agreement specified that respondent was to pay Nielson's expenses incurred on its behalf that were not already covered by items of compensation listed above, such as the fees for general consulting. Under the Agreement, expenses were defined as "[a]ny and all expenses associated with Nielson's duties under this Agreement, including, but not limited to, travel, mailings, telephone charges, long distance telephone calls and photocopies." See id. at para. 6.

10. The written Services Agreement between respondent and Nielson constituted the "[e]ntire [a]greement" between them. Moreover, the contract flatly prohibited oral modifications. See id. at para. 15. Any modifications, additions or amendments had to be in writing:

This Agreement contains the entire agreement and understanding by and between Nielson and [respondent] with respect to the retainment of Nielson, and no representations, promises, agreements or understandings, either written or oral, not contained herein shall be of any force or effect. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the party intended to be bound.

11. As demonstrated below, respondent paid more than required under the contract.

C. Nielson Breached Its Contract With Respondent in Material Respects.

12. While respondent paid all sums due Nielson, respondent had a right not to. During the course of the campaign, Nielson breached the Services Agreement. First, Nielson's polling became inaccurate. In May 1996, Nielson terminated its top pollster. Thereafter, Nielson's poll results became inaccurate and unreliable. In fact, Nielson's polling was so inadequate that respondent had to hire a substitute pollster, Dan Jones & Associates, Inc., who charged respondent \$4,600.

13. In addition, Nielson's fund raising efforts were insufficient. Nielson's fund raising was so deficient that respondent had to hire another, Richard Rousay, to raise funds.

14. Following the general election in November 1996, respondent directed Nielson to retrieve lawn signs so that they could be used during the next campaign in 1998. Despite numerous reminders, Nielson never retrieved the lawn signs. Ultimately the signs were destroyed, causing a loss of approximately \$15,000 to respondent.

15. Ron Nielson, as both campaign manager and director of Nielson, had a duty to make sure that respondent received necessary goods and services at the lowest possible cost. Nielson, however, failed to do this. For example, just before the general election, Nielson distributed a mass mailing to potential voters on behalf of respondent. Instead of distributing the notices through bulk mail, however, Nielson sent the notices via the much more expensive first class mail. Consequently, Nielson wasted approximately \$6,200 of respondent's funds.

16. Even after the election, Nielson managed to wastefully spend respondent's funds. After the election results were received and respondent had been declared the winner, respondent received numerous letters and resumes from

prospective employees. Instead of allowing respondent to use the stipend Congress would make available to new members to respond to such applicants, Nielson used respondent's funds for the task.

17. As a result of this and other mistakes on Nielson's part, respondent had to commit more of its time and energy to both perform the tasks Nielson was assigned but neglected and correct its numerous errors. Thus, Nielson was overpaid.

D. Nielson Engaged in Serious and Demonstrable Over-billing and Double-Billing.

18. Nielson's invoices reflect serious over-billing of respondent. For example, over the course of the campaign, Nielson billed almost four times as much as he was entitled to under the Services Agreement for consulting services. Under the Agreement, Nielson was entitled to \$40,000 in consulting fees until May 4, 1996. Thereafter, it was to receive \$4,000 per month until the general election in November, or \$24,000. Thus, Nielson could receive a total of \$64,000. Nielson, however, billed respondent \$189,999.98 in consulting fees. See Invoice Nos. 96118, 96148, 96150, 96154, 96162, 96166, 96168, and 96200, attached hereto as Exhibit 8. In addition, well after the election, in January 25, 1997, Nielson wrote to respondent's Chief of Staff, David Irvine, to report that an invoice previously described as a primary election win bonus was really for "general consulting services." See Invoice No. 96199, attached hereto as Exhibit 9. Thus, for consulting services, Nielson billed respondent a grand total of \$239,999.98, or 3.75 times what Nielson was entitled to under the Services Agreement.

19. Nielson double-billed respondent for staff time. Nielson's internal documents and memoranda sent to respondent reveal that Nielson was paid for his staff's time through the consulting fees. An internal document regarding such fees

states that consulting or convention management fees includes "staffing" expenses. See Exhibit 6. Also, a memorandum from Nielson to respondent's Chief of Staff states that fees for general consulting services "would include . . . payment of Cook campaign staffers." See Exhibit 7.

20. Despite the fact that consulting fees were to compensate for Nielson's billable time, Nielson billed respondent twice for its time on numerous occasions. Invoices sent to respondent during the campaign do not reveal this double-billing, but Nielson's internal documents received through informal discovery requests most certainly do. See Invoice Nos. and internal documents for Invoices Nos. 96131, 96136, 96138, 96141, 96142, 96143, and 96170, attached hereto as Exhibit 10. These invoices were paid. These documents contain explanations of items for which respondent was billed. For example, a March 22, 1996 invoice charged respondent \$125.00 for postcards. The internal document which explains that charge states that such postcards were an "in-house creation." To the extent that a charge for "in-house creation" represents time spent by staff members, such a charge was already paid by respondent under the rubric of consulting fees, and respondent paid these charges again as bills for expenses.

21. Altogether, there are references to "in-house" charges in ten of Nielson's internal invoice documents. The sum of those charges is at least \$6,123.00. Some references to "in-house" charges cannot be quantified since neither the invoices nor the internal invoice documents state which charges are for legitimate expenses and which represent duplicative charges for staff time. Nevertheless, it appears that respondent was overcharged, and overpaid, at least in the amount of \$6,123.00 for staff time.

22. Other internal documents are unabashed admissions of double-billing for staff time and leave no room for confusion. Those internal invoice documents reveal

21-04-405-2026

21-04-405-2027

that Nielson charged respondent in excess of Nielson's costs of expenses for certain items, and the excess is attributed to "time spent" by staff members. See Invoice Nos. and internal documents for Invoices Nos. 96170, 96171, 96184, and 96257, attached hereto as Exhibit 11. Those invoices were also paid. One such invoice sent to respondent on July 29, 1996, charges respondent \$669.79 for printing. The internal invoice document states that the actual bills for printing amounted to \$252.80. The difference between the bills and what respondent was charged is attributed to "expense for time spent in creation production, also, in-house copies." Charges to respondent for "time spent" represents a charge for staff time for which respondent had already paid. All together, Nielson billed respondent, and respondent paid, a duplicative \$836.68 for "time spent."

23. Thus, Nielson overcharged respondent for staff time by at least \$6,959.68.

24. Nielson also double-billed respondent for equipment rental. Nielson's internal invoice documents demonstrate that equipment rental was also to be encompassed within fees for consulting services. See Exhibits 6 and 7. Nevertheless, on May 3, 1996, Nielson sent an invoice to respondent charging \$300 for "cellular phone rental." See Invoice No. 96143, attached hereto as Exhibit 12. This was also paid.

25. Two of Nielson's invoices reveal even more blatant double-billing for bonuses. On July 29, 1996, Nielson sent respondent an invoice for \$50,000 for "bonus for primary election." However, a month before, on June 26, 1996, Nielson had already billed respondent for the primary win bonus. See Invoice Nos. 96172 and 96199, attached hereto as Exhibit 13. Moreover, the Services Agreement provided Nielson was only entitled to \$5,000 for such a bonus. Thus, not only did Nielson charge

respondent twice for the primary win bonus, but the second time it charged respondent, it charged nine times the contractually-based rate.

26. Other instances of double-charging are revealed by Nielson's internal invoice documents. An internal document for a June 18, 1996 invoice, states that a postage charge is a "double-bill." It also states that such a charge was billed on Invoice 96165 which was sent to respondent on June 7, 1996. Nevertheless, the June 18, 1996 invoice was sent to respondent with the \$305.61 charge. See Invoice Nos. and internal documents for Invoice Nos. 96165 and 96169, attached hereto as Exhibit 14.

27. Nielson sent respondent completely baseless bills. For example, Nielson sent respondent an invoice for \$150,000 which bears no description other than "Cook for Congress campaign." See Invoice No. 96182, attached hereto as Exhibit 15.

28. Even Nielson's seemingly valid invoices for expenses lack support. Recently, and in connection with efforts by respondent and Nielson to mediate their dispute, Nielson turned over to respondent all of its back-up documentation for invoices for expenses. Many of these documents are nothing more than handwritten notes describing expenses and are not supported by receipts. In any event, the sum total derived from adding all the figures noted in the back-up documents, questionable and non-questionable alike, is \$33,374.27. Nielson, however, sent invoices to respondent for almost twice that amount, \$64,364.78. Respondent paid Nielson over \$25,000 more for expenses than Nielson was able to support in its back-up. Respondent paid \$58,772.56 for expenses, \$25,398.29 more than Nielson was apparently entitled to. See an accurate and complete list of checks to RT Nielson, attached hereto as Exhibit 16.

29. Altogether, Nielson charged respondent \$423,889.93 for expenses, consulting services, PAC fund raising and other charges. Out of that amount,

2023-04-10 13:21

21.04.405.2029

\$195,258.87 are double-bills for such items as staff time, postage, and "scans/film," are near quadruple-bills for consulting fees, or are charges in direct conflict with the Services Agreement. This figure does not include the over \$25,000 of unsupported expenses billed to respondent or the duplicate charges that cannot, without further investigation, be quantified. Thus, out of the \$423,889.93 invoiced, at least \$195,258.87 should not have been charged.

30. Over the course of their relationship, respondent paid \$229,657.21 of Nielson's invoices, and overpaid Nielson \$2,235.13.

E. Despite Indications to the Contrary, Nielson Contends Respondent Owes It Money.

31. After the November election, Nielson contended that respondent owed it money. The amounts claimed as owed, however, increased as time passed. For example, Nielson helped respondent fill out and submit its December 4, 1996 FEC report for the period between October 17, 1996 and November 25, 1996. Nielson told respondent to report a debt of \$37,441.66 owed to Nielson.

32. On December 21, 1996, Nielson sent respondent a letter outlining five different scenarios for discussion, under which respondent would owe Nielson at least \$116,000 and at most \$163,000. See Dec. 21, 1996 letter to M. Cook from K. Walthers, attached hereto as Exhibit 17.

33. On December 26, 1996, the amount claimed by Nielson fell to \$96,689.54. See Dec. 26, 1996 letter to M. Cook from R. Nielson, attached hereto as Exhibit 18.

34. On January 4, 1997, Nielson claimed he was owed \$173,132.87. See Jan. 4, 1997 letter to M. Cook from R. Nielson, attached hereto as Exhibit 19. This amount was repeated by Nielson on January 16, 1997. See Jan. 16, 1997 letter to A. Lewis from R. Nielson, attached hereto as Exhibit 20.

21-04-405-2030

35. Finally, after respondent refused to submit to Nielson's inflated claims, and after it became clear that respondent would not negotiate another consulting agreement with Nielson, Nielson filed a Complaint against respondent in the Third Judicial Court in and for the State of Utah. Therein, Nielson alleged that respondent owes Nielson \$192,888.37 for unpaid invoices in addition to amounts to be later determined. The bulk of what Nielson claimed he was owed was alleged to be \$150,000 for services in addition to duties described in the Services Agreement.

36. On the same day it filed its Complaint, January 24, 1997, Nielson issued the press release that forms the basis of the USDC's FEC Complaint.

37. On February 12, 1997, Nielson dismissed its Complaint against respondent without prejudice so that the parties could mediate their dispute. See Stipulated Dismissal without Prejudice, attached hereto as Exhibit 21. The mediation is scheduled for April 21, 1997. At the present time, nothing has occurred to deter the parties from going forward with the mediation.

F. Respondent Properly Reported Its Dispute With Nielson.

38. Respondent reported the disputed amounts in the manner provided for in 11 C.F.R. § 116. In its December 4, 1996 FEC report for the October 17, 1996 to November 25, 1996 period, respondent entered \$37,441.66 as the debt owed Nielson. See Exhibit 2. Nielson itself furnished that figure and assured respondent of its accuracy.

39. In the January 31, 1997 report covering the November 26, 1996 to December 31, 1996 period, respondent reported that it thought it owed no more than \$7,128.32. Respondent also noted that Nielson claimed it was owed \$179,362.17 and that this debt was in dispute. See Exhibit 4.

ARGUMENT

A. The USDC's Complaint Must Be Dismissed Because It Is Supported Solely by Hearsay and Therefore Is Not Supported by Assertions Signed and Sworn to by the Person Filing Such Complaint.

Under the Federal Election Campaign Act, a complaint to the Commission must be "signed and sworn to by the person filing such complaint, shall be notarized, and shall be made under penalty of perjury." 2. U.S.C. § 437g(a)(1). The import of this statute is that complaints based solely on the unsworn, un-notarized and possibly perjurious statements of non-complainants are insufficient to trigger a Commission investigation. This is so for two reasons. First, the statute makes clear that Congress intended that Commission investigations should be founded upon more reliable and trustworthy statements than unsworn statements of non-complainants made for reasons separate from the enforcement of the FECA. In full recognition of the turbulent and contentious political climate in which it was legislating, Congress required "signed and sworn" statements given under "penalty of perjury" to trigger a potentially intrusive and embarrassing FEC investigation. If complaints filed with the Commission could be based on reckless press releases and news stories instigated by political opponents, Congress' intent would be abrogated.

Second, sustaining a complaint supported only by hearsay would defeat § 437g's plain language. In demanding that allegations "be made under penalty of perjury," the statute requires that those alleging campaign wrongdoing be held accountable for falsehoods that trigger investigations. However, if a complainant could simply swear to the fact that he heard another reveal facts giving rise to his complaint, this requirement is sidestepped and frustrated. Both the declarant and the complainant would be insulated from accountability if it turns out that the declarant spoke loosely, as political operatives are apt to do. The complainant and the declarant would have

sidestepped the truth-telling requirements and escaped deserved punishment, and the alleged violator would be left to deal with the political fallout of an FEC complaint with a tarnished reputation.

21.04.405.2032
2502.504.40.12

The facts of this case highlight the potential for manipulation if complaints can be based upon hearsay. Here, a state Democratic organization has filed allegations against a Republican Congressman and his committee on the sole basis of a month-old newspaper article and press release. In its Complaint, the USDC contends that respondent "accepted an illegal contributions [sic] from . . . Phillips, Tweede [sic], Spencer which carr[ies] the campaign's debt." If the USDC's allegations were based on more than hearsay, it would have known that by the time it filed its Complaint, respondent had completely settled its debt with PTS, and that its assertions to the contrary are false. The USDC could not have sworn to the truthfulness of the allegation that PTS was carrying respondent's debt when it filed its Complaint on February 26, 1997 or even when it signed the Complaint on February 18, 1997. However, because it merely had to swear to the fact that the allegations were made elsewhere, irrespective of their source or the facts that have transpired since their making, it did not commit perjury. Nevertheless, the Commission and respondent are still forced to respond to false allegations by an unaccountable complainant.

For these reasons, Congress clearly intended that complaints such as that of the USDC should not be sufficient to trigger Commission investigations. The stakes are simply too high for victims of such a practice so fraught with the potential for abuse and manipulation. Therefore, because the USDC's Complaint does not contain a single fact "signed and sworn to by the person filing such complaint . . . under penalty of perjury," the Commission must dismiss it.

B. The USDC'S Allegations Regarding Amounts Owed to PTS Are Groundless Because Respondent Paid and Accurately Reported All Amounts Owed PTS a Month Before USDC's Complaint Was Filed.

Respondent did not accept a contribution or advancement from PTS because it paid all amounts owed. Throughout its relationship with respondent during the campaign of 1996, PTS furnished \$13,006.65 in services. Between November 26, 1996 and the end of December, respondent paid PTS \$4,012.56, leaving a debt of \$8,994.09. On January 30, 1997, almost a month before the USDC filed its Complaint, respondent and PTS entered into a settlement agreement, and respondent paid PTS the entire \$8,994.09 debt. Thus, respondent settled its debt with PTS.

In addition, respondent accurately reported every transaction with PTS, including its debt. In its December 4, 1996 FEC report, respondent reported a \$6,583.99 debt to PTS. In its January 31, 1997 report for the November 26 to December 31, 1996 period, respondent reported that the debt grew to \$13,006.65, but that respondent paid \$4,012.56 toward the debt, leaving a balance of \$8,994.09. That was the entire amount of the debt as demonstrated by the 1997 settlement agreement between respondent and PTS.

C. Respondent's Garden Variety Billing Dispute With Nielson Does Not Give Rise to an FECA Violation Since the Dispute Was Properly Reported.

At its core, the USDC's Complaint is nothing more than an attempt to elevate a garden variety billing dispute into a violation of federal election law. It strains common sense to conclude that a simple contract dispute suddenly becomes an illegal contribution simply because one side of the dispute is a candidate or a committee. Neither Congress nor the Commission in the statutes and regulations intended such a result.

2025-04-21

21-04-405-2034

The statutes and regulations make clear that a billing dispute between a committee and a contractor does not give rise to a contribution of the disputed amounts by the contractor to the committee. First, Congress has directed that contributions of the type alleged by the USDC must be made "for the purpose of influencing any election." 2 U.S.C. § 431(8)(A)(i). A contribution is not made if something of value is given for another purpose, such as to earn future payment. Moreover, a dispute between the parties does not alter that motivation. The contractor does not shift from a motivation to secure payment for his services to a desire to influence an election when a dispute arises.

In addition, the Commission clearly provides that a billing dispute does not become a contribution as an extension of credit from the contractor to the committee. First, 11 C.F.R. § 100.7(a)(4) states that if "the credit is extended in the ordinary course of . . . business and the terms are substantially similar to extensions of credit to nonpolitical debtors," a debt is not a contribution if the contractor makes a "commercially reasonable attempt to collect the debt." In other words, unless the arrangement is extraordinarily beneficial to the committee, or the contractor has not made reasonable efforts to collect, no contribution arises from the committee's nonpayment. A billing dispute signifies neither an extraordinarily beneficial arrangement to the candidate nor a failure by the contractor to attempt to collect. To the contrary, a dispute whereby the candidate has refused to pay could, at most, signify that the arrangement was extraordinarily unfair to the candidate. In addition, billing disputes represent efforts by contractors to collect payment. Otherwise, no dispute would exist. Thus, run-of-the-mill billing disputes, such as the present one, by definition do not give rise to contributions to the candidates.

21.04.405.2035

Second, the Commission's rule on reporting disputed debts reveals that as long as there is full disclosure, a candidate does not violate federal law by refusing payment. 11 C.F.R. § 116.10 provides that when a dispute arises, a committee must "disclose on the appropriate reports any amounts paid to the creditor, any amount the political committee admits it owes and the amount the creditor claims is owed." This provision would be entirely superfluous if a disputed debt was a contribution.

Finally, a disputed debt is not a contribution because if it were, a committee or a candidate would be forced to pay all claims no matter how frivolous or groundless to avoid accepting illegal contributions. Neither Congress nor the Commission has expressed such a departure from common sense and common practice. Moreover, such a departure would give rise to serious concerns over the constitutional due process and equal protection rights of candidates and their committees.

For these reasons, garden variety billing disputes such as the one between respondent and Nielson should not give rise to contributions. As long as the disputes are properly reported in appropriate FEC reports, such disputes do not represent violations of federal election laws.

D. Respondent Did Not Accept Contributions From Nielson Because Respondent Received Nothing of Value From Nielson for Which Respondent Did Not Pay At Least Once.

In any event, even if a billing dispute could give rise to an illegal contribution, such a contribution did not occur in this case. Respondent received no contributions from Nielson because "contributions" under FEC rules must represent value.

The FEC rules make clear that a contribution, while taking many forms, must be of some value to the receiver. 11 C.F.R. § 100.7 indicates that contributions include "payments, services or other things of value." The amounts Nielson claims as owed, however, are not supported by "payments, services or other things of value." As

9302 "504" 10" 12
21-04-405-2036

demonstrated above, Nielson over-billed respondent more than Nielson claims it is owed. In its Complaint, Nielson claims it is owed \$192,888.37. Nielson over-billed respondent at least in the amount of \$195,258.87, which is more than Nielson claims it is owed. Thus, respondent paid Nielson for everything of value ever provided respondent, plus more.

The USDC claims that respondent accepted a contribution from Nielson in the form of an extension of credit. Clearly, however, the facts as set forth above demonstrate that Nielson extended nothing of value on credit to respondent.

Furthermore, even if Nielson did extend something of value to respondent, it could not be construed as an illegal extension of credit under FEC rules. 11 C.F.R. §100.7(a)(4) provides that "[t]he extension of credit ... is a contribution unless the credit is extended in the ordinary course of the person's business and the terms are substantially similar to extensions of credit to nonpolitical debtors that are of similar risk and size of obligation. If a creditor fails to make a commercially reasonable attempt to collect the debt, a contribution will result." Application of this section to the present case demonstrates that no contribution was received. First, the section makes clear that an extension of credit must be extraordinarily beneficial to the debtor candidate or campaign committee. In this case, Nielson extended nothing of value to respondent on credit. Rather, Nielson invented charges and duplicated charges in invoices sent to respondent. Thus, if anything, Nielson's arrangement was extraordinarily unfair to respondent. Second, Nielson has not only attempted "to make a commercially reasonable attempts to collect the debt," it has attempted to collect compensation it is not owed. Thus, it cannot be said that respondent knowingly received a contribution from Nielson. 11 C.F.R. § 114.2(c).

21-04-405-2037

In fact, the exact opposite is true. Nielson owes respondent money. As stated above, Nielson owes respondent at least \$3,000 in overpayments. In addition, Nielson should reimburse respondent for the costs of its incompetence. Because of Nielson's failures as a pollster, fund raiser, mass mailing distributor, and lawn sign retriever, respondent lost at least \$25,800. Thus, rather than respondent owing Nielson, Nielson owes respondent at least \$28,800.

E. Respondent Reported Its Financial Dealings With Nielson in Accord With FEC Reporting Requirements.

The USDC alleges that respondent failed to report disputed debts in accord with FEC reporting rules. Specifically, the USDC indicates that respondent violated 11 C.F.R. § 116.10. Subsection (a) of that rule provides that "[a] political committee shall report a disputed debt in accordance with 11 C.F.R. §§ 104.3(d) and 104.11 if the creditor has provided something of value to the political committee. Until the dispute is resolved, the political committee shall disclose on the appropriate reports any amounts paid to the creditor, any amount the political committee admits it owes and the amount the creditor claims is owed."

As an initial matter, under § 116.10, respondent had no duty to report a debt owed to Nielson if Nielson provided nothing of value. Such is the case here. Any good or service furnished by Nielson had been paid for by respondent. In addition, respondent paid an extra \$2,235.13.

In any event, and out of an abundance of caution, respondent reported the disputed amounts in the manner provided for in § 116.10. In its December 4, 1996 FEC report for the October 17, 1996 to November 25, 1996 period, respondent entered the \$37,441.66 as the debt owed Nielson. See Exhibit 2. Nielson itself furnished that figure and assured respondent of its accuracy. In the January 31, 1997 report covering

the November 26, 1996 to December 31, 1996 period, respondent reported that although it thought it owed no more than \$7,128.32, it noted that Nielson claimed a debt of \$179,362.17 and that this debt was in dispute. See Exhibit 4. That latter figure was also provided by Nielson. See Exhibits 19 and 20. 11 C.F.R. § 116.10 requires no more of a political committee.

Furthermore, if respondent failed to report the exact amount Nielson claimed it was owed at the time the report was created, respondent employed its best efforts in the face of an ever changing amount. 11 C.F.R. § 104.7(a) provides that "[w]hen the treasurer of a political committee shows that best efforts have been used to obtain, maintain and submit the information required by the Act for the political committee, any report of such committee shall be considered in compliance with the Act." Respondent can hardly be blamed if it failed to divine the amounts claimed by Nielson down to the penny when such amounts shifted so dramatically and frequently. Initially, in early December, Nielson claimed that only \$37,441.66 was due. The amounts fluctuated, settled upon \$173,132.87 (another figure provided by Nielson), shifted again, and, on January 24, 1997, when Nielson filed its Complaint, settled at \$192,888.37 in unpaid invoices and amounts to be later determined. See Exhibits 19 and 20. In reporting the amounts respondent thought Nielson claimed, respondent used its best efforts and, under 11 C.F.R. § 104.7, thereby complied with pertinent reporting rules.

CONCLUSION

For legal and factual reasons, there is no reason to open an investigation, and no action should be taken by the Commission.

DATED: April 17, 1997.

BERMAN, GAUFIN, TOMSIC & SAVAGE

By



Daniel V. Berman

Jay D. Gurmankin

Chris R. Hogle

50 South Main Street, Suite 1250

Salt Lake City, Utah 84144

Telephone: (801) 328-2200

Attorneys for The Honorable Merrill Cook and
Merrill Cook for Congress Committee

2025-04-21 14:05:20

EXHIBIT 1

21-04-1405-2010

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

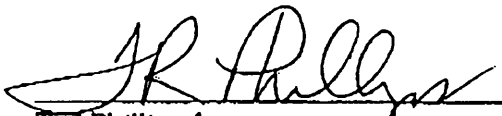
This Memorandum of Understanding and Agreement is entered in to between Phillips Twede Spencer Advertising and or Evan Twede ("PTS" hereinafter) and Merrill Cook and the Cook for Congress Campaign ("Cook" jointly hereinafter) to settle and resolve the billing dispute between them.

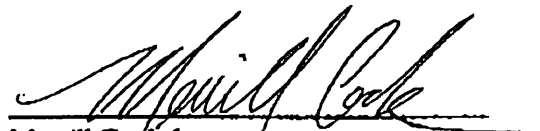
PTS hereby accepts the sum of \$8,994.09 (eight thousand nine hundred ninety-four dollars and nine cents) and acknowledges receipt of that amount as payment in full for all services performed by PTS and Evan Twede and any vendors who subcontracted with PTS and Evan Twede for Cook in 1996. It is agreed and understood that no other amounts are owed by Cook to PTS or its vendors for any services of any nature related to the Cook 1996 election campaign.

Both PTS and Cook hereby agree to waive and release any and all claims against the other, of whatever nature, arising from the relationship between the parties to this date except for a breach of this Memorandum of Understanding and Agreement.

In the event either party shall breach the terms of this Memorandum of Understanding and Agreement, the breaching party shall be liable to the enforcing party for costs of enforcement including attorneys' fees.

DATED this 30th day of January, 1997.


Ted Phillips for
Phillips Twede Spencer Advertising


Merrill Cook for
Cook for Congress and Merrill Cook

21-04-405-2041

EXHIBIT 2

21-04-405-2042

REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee
(Summary Page)

Report No 7

USE FEC MAILING LABEL

OR
TYPE OR PRINT

1. NAME OF COMMITTEE (in full) Cook for Congress Campaign		2. FEC IDENTIFICATION NUMBER C00315796	
ADDRESS (number and street) <input type="checkbox"/> Check if different than previously reported. 1800 Beneficial Life Tower		3. IS THIS REPORT AN AMENDMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
CITY, STATE and ZIP CODE Salt Lake City, Utah 84111	STATE/DISTRICT Utah 2		

4. TYPE OF REPORT

- ☐ April 15 Quarterly Report ☐ Twelfth day report preceding _____ (Type of Election)
- ☐ July 15 Quarterly Report election on _____ in the State of _____
- ☐ October 15 Quarterly Report ☒ Thirtieth day report following the General Election on
- ☐ January 31 Year End Report 11-5-96 in the State of Utah
- ☐ July 31 Mid-Year Report (Non-election Year Only) ☐ Termination Report

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

SUMMARY

5. Covering Period	COLUMN A This Period	COLUMN B Calendar Year-to-Date
10-17-96 through 11-25-96		
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(e))	253,066.09	1,039,824.82
(b) Total Contribution Refunds (from Line 20(d))		
(c) Net Contributions (other than loans) (subtract Line 6(b) from 6(a))	253,066.09	1,039,824.82
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17)	253,840.88	1,039,899.65
(b) Total Offsets to Operating Expenditures (from Line 14)	89.87	289.87
(c) Net Operating Expenditures (subtract Line 7(b) from 7(a))	253,751.01	1,039,609.78
8. Cash on Hand at Close of Reporting Period (from Line 27)	340.04	For further information contact: Federal Election Commission 999 E Street, NW Washington, DC 20463 Toll Free 800-424-9530 Local 202-219-3420
9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D)		
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)	53,876.50	

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

Type or Print Name of Treasurer Avis Lewis	Date 12-4-96
Signature of Treasurer <i>Avis Lewis</i>	

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

DETAILED SUMMARY PAGE

of Receipts and Disbursements
(Page 2, FEC FORM 3)

Name of Committee (in full) Cook for Congress Campaign		Report Covering the Period: From: 10-17-96 To: 11-25-96	
I. RECEIPTS		COLUMN A Total This Period	COLUMN B Calendar Year-To-Date
11. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees			
(i) Itemized (use Schedule A)	11,514.13		11(a)
(ii) Unitemized	7,905.95		11(a)
(iii) Total of contributions from individuals	19,420.08	63,782.34	11(a)
(b) Political Party Committees	5,200.00	20,200.00	11(b)
(c) Other Political Committees (such as PACs)	40,896.01	100,744.67	11(c)
(d) The Candidate	187,550.00	855,097.81	11(d)
(e) TOTAL CONTRIBUTIONS (other than loans)(add 11(a)(iii), (b), (c) and (d))	253,066.09	1,039,824.82	11(e)
12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES			12
13. LOANS:			
(a) Made or Guaranteed by the Candidate			13(a)
(b) All Other Loans			13(b)
(c) TOTAL LOANS (add 13(a) and (b))			13(c)
14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)		89.87	289.87
15. OTHER RECEIPTS (Dividends, Interest, etc.)			15
16. TOTAL RECEIPTS (add 11(e), 12, 13(c), 14 and 15)		253,155.96	1,040,114.69
II. DISBURSEMENTS			
17. OPERATING EXPENDITURES		253,840.88	1,039,899.65
18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES			18
19. LOAN REPAYMENTS:			
(a) Of Loans Made or Guaranteed by the Candidate			19(a)
(b) Of All Other Loans			19(b)
(c) TOTAL LOAN REPAYMENTS (add 19(a) and (b))			19(c)
20. REFUNDS OF CONTRIBUTIONS TO:			
(a) Individuals/Persons Other Than Political Committees			20(a)
(b) Political Party Committees			20(b)
(c) Other Political Committees (such as PACs)			20(c)
(d) TOTAL CONTRIBUTION REFUNDS (add 20(a), (b) and (c))			20(d)
21. OTHER DISBURSEMENTS			21
22. TOTAL DISBURSEMENTS (add 17, 18, 19(c), 20(d) and 21)		253,840.88	1,039,399.65

III. CASH SUMMARY

23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD	\$ 1,024.96	23
24. TOTAL RECEIPTS THIS PERIOD (from Line 16)	\$ 253,155.96	24
25. SUBTOTAL (add Line 23 and Line 24)	\$ 254,180.92	25
26. TOTAL DISBURSEMENTS THIS PERIOD (from Line 22)	\$ 253,840.88	26
27. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (subtract Line 26 from 25)	\$ 340.04	27

SCHEDULE A

ITEMIZED RECEIPTS

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

PAGE 1 OF 3

FOR LINE NUMBER
11(a)(i)

Contributions from Individuals/Persons Other Than Political Committees

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)

Cook for Congress Campaign

C00315796

A. Full Name, Mailing Address and ZIP Code V. Stanley Benfell 77 "E" Street Salt Lake City, Utah 84103 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer The Leavitt Group Occupation Insurance Executive Aggregate Year-to-Date > \$ 500.00	Date (month, day, year) 11-11-96	Amount of Each Receipt this Period 500.00
B. Full Name, Mailing Address and ZIP Code Rodney H. Brady 1592 E. Federal Heights Drive Salt Lake City, Utah 84103 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Deseret Management Corporation Occupation Business Executive Aggregate Year-to-Date > \$ 500.00	Date (month, day, year) 11-1-96	Amount of Each Receipt this Period 500.00
C. Full Name, Mailing Address and ZIP Code Wanda G. Cook 1586 East Tomahawk Drive Salt Lake City, Utah 84103 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Housewife Aggregate Year-to-Date > \$ 1,450.00	Date (month, day, year) 10-15-96	Amount of Each Receipt this Period 150.00
D. Full Name, Mailing Address and ZIP Code Henry R. Crane P.O. Box 7271 Missoula, Montana 59807 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Retired Occupation Aggregate Year-to-Date > \$ 250.00	Date (month, day, year) 11-1-96	Amount of Each Receipt this Period 250.00
E. Full Name, Mailing Address and ZIP Code Weldon L. Daines 1210 Millbrook Way Bountiful, Utah 84010 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Self-employed Occupation Certified Public Acc. Aggregate Year-to-Date > \$ 1,000.00	Date (month, day, year) 10-28-96	Amount of Each Receipt this Period 1,000.00
F. Full Name, Mailing Address and ZIP Code Joe D. Dwyer P.O. Box 207 Reeds Spring, MO 65737 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Retired Occupation Aggregate Year-to-Date > \$ 250.00	Date (month, day, year) 11-11-96	Amount of Each Receipt this Period 250.00
G. Full Name, Mailing Address and ZIP Code Keith Hall 3525 N. 160 West Provo, Utah 84604 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Nu Skin International, Inc. Occupation Vice President Aggregate Year-to-Date > \$ 1,000.00	Date (month, day, year) 10-4-96	Amount of Each Receipt this Period 1,000.00

SUBTOTAL of Receipts This Page (optional)

3,650.00

TOTAL This Period (last page this line number only)

5402 504 40 12

SCHEDULE A

ITEMIZED RECEIPTS

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

PAGE 2 OF 3

FOR LINE NUMBER
11(a)(i)

Contributions from Individuals/Persons Other Than Political Committees

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)

Cook for Congress Campaign

C00315796

21.04.405.2046

A. Full Name, Mailing Address and ZIP Code R. E. Holding P.O. Box 1529 Cheyenne, WY 82003 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Sinclair Oil Corporation Little America Hotels Occupation Owner Aggregate Year-to-Date > \$ 1,000.00	Date (month, day, year) 11-4-96	Amount of Each Receipt this Period 1,000.00
B. Full Name, Mailing Address and ZIP Code G. Richard Kasteler 539 East 4180 South, Apt. 31C Salt Lake City, Utah 84107 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Insure-Rite Inc. Occupation President Aggregate Year-to-Date > \$ 1,000.00	Date (month, day, year) 10-28-96	Amount of Each Receipt this Period 1,000.00
C. Full Name, Mailing Address and ZIP Code Don J. Leonard 715 Leonard Lane Farmington, Utah 84025 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Capitol Consulting and Management, Inc. Occupation Businessman/Consultant Aggregate Year-to-Date > \$ 300.00	Date (month, day, year) 11-11-96	Amount of Each Receipt this Period 300.00
D. Full Name, Mailing Address and ZIP Code Jerry H. Petersen 2805 Washington Blvd. Ogden, Utah 84401 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Overland West, Inc. Occupation President Aggregate Year-to-Date > \$ 250.00	Date (month, day, year) 11-11-96	Amount of Each Receipt this Period 250.00
E. Full Name, Mailing Address and ZIP Code Craig E. Peterson 1078 Oak Hills Way Salt Lake City, Utah 84108 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Utah Local Government Trust Occupation Salesperson Aggregate Year-to-Date > \$ 250.00	Date (month, day, year) 10-18-96	Amount of Each Receipt this Period 250.00
F. Full Name, Mailing Address and ZIP Code Richard Ringwood 2624 Aspen Park City, Utah 84060 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Self-employed Occupation Businessman Aggregate Year-to-Date > \$ 1,000.00	Date (month, day, year) 10-28-96	Amount of Each Receipt this Period 1,000.00
G. Full Name, Mailing Address and ZIP Code Jerry E. Rumney 163 E Webster Court Park City, Utah 84060 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Teltrust Occupation Business Executive Aggregate Year-to-Date > \$ 1,000.00	Date (month, day, year) 10-16-96	Amount of Each Receipt this Period 1,000.00

SUBTOTAL of Receipts This Page (optional)

4,800.00

TOTAL This Period (last page this line number only)

SCHEDULE A

ITEMIZED RECEIPTS

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

PAGE 3 OF 3

FOR LINE NUMBER
11(a)(i)

Contributions from Individuals/Persons Other Than Political Committees

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)

Cook for Congress Campaign

C00315796

A. Full Name, Mailing Address and ZIP Code Arthur Sandler 536 Redgate Avenue Norfolk, VA 23507 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Self-employed Occupation Businessman Aggregate Year-to-Date > \$ 500.00	Date (month, day, year) 11-7-96	Amount of Each Receipt this Period 500.00
B. Full Name, Mailing Address and ZIP Code Khosrow B. Semnani 46 West Broadway, #240 Salt Lake City, Utah 84101 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Envirocare of Utah, Inc. Occupation President Aggregate Year-to-Date > \$ 400.00	Date (month, day, year) 10-17-96	Amount of Each Receipt this Period 200.00
C. Full Name, Mailing Address and ZIP Code Jack D. Solomon 821 Northpoint Drive Salt Lake City, Utah 84103 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Genesis Investment Corp. Occupation President Aggregate Year-to-Date > \$ 500.00	Date (month, day, year) 11-7-96	Amount of Each Receipt this Period 500.00
D. Full Name, Mailing Address and ZIP Code Steven E. Swenson 120 O Street Salt Lake City, Utah 84103 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 250.00	Date (month, day, year) 10-17-96	Amount of Each Receipt this Period 250.00
E. Full Name, Mailing Address and ZIP Code Kenneth A. Wade 717 East 9400 South Sandy, Utah 84094 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Self-employed Occupation Dry cleaning business Aggregate Year-to-Date > \$ 500.00	Date (month, day, year) 10-28-96	Amount of Each Receipt this Period 500.00
F. Full Name, Mailing Address and ZIP Code Kenneth M. Wouiley 2485 Haven Lane Midvale, UT 84047 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Extra Space Management Occupation Real Estate Management Aggregate Year-to-Date > \$ 2,000.00	Date (month, day, year) 10-29-96	Amount of Each Receipt this Period 800.00
G. Full Name, Mailing Address and ZIP Code Barbara E. Wixon 1155 21st Street, N.W., Suite 300 Washington, D.C. 20036 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Williams & Jensen, P.C. Occupation Attorney Aggregate Year-to-Date > \$	Date (month, day, year) 11-19-96	Amount of Each Receipt this Period 314.13 (In Kind)

SUBTOTAL of Receipts This Page (optional)

3,064.13

TOTAL This Period (last page this line number only)

11,514.13

SCHEDULE A

ITEMIZED RECEIPTS

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

PAGE 1 OF 1

FOR LINE NUMBER
11(b)

Contributions from Political Party Committees

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)

Cook for Congress Campaign

C00315796

A. Full Name, Mailing Address and ZIP Code Republican National Committee 310 First Street Southeast Washington, D.C. 20003	Name of Employer Occupation	Date (month, day, year) 10-17-96	Amount of Each Receipt this Period 5,000.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 5,000.00		
B. Full Name, Mailing Address and ZIP Code Salt Lake County Republican Party 2880 South Main, #220 Salt Lake City, Utah 84115	Name of Employer Occupation	Date (month, day, year) 11-12-96	Amount of Each Receipt this Period 200.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 200.00		
C. Full Name, Mailing Address and ZIP Code 	Name of Employer Occupation	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$		
D. Full Name, Mailing Address and ZIP Code 	Name of Employer Occupation	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$		
E. Full Name, Mailing Address and ZIP Code 	Name of Employer Occupation	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$		
F. Full Name, Mailing Address and ZIP Code 	Name of Employer Occupation	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$		
G. Full Name, Mailing Address and ZIP Code 	Name of Employer Occupation	Date (month, day, year)	Amount of Each Receipt this Period
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$		

SUBTOTAL of Receipts This Page (optional)

TOTAL This Period (last page this line number only)

5,200.00

21.04.405.2048

SCHEDULE A
ITEMIZED RECEIPTS
Contributions from Other Political Committees

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)
> Cook for Congress Campaign C00315796

21.04.96 5:40 PM

A. Full Name, Mailing Address and ZIP Code AANA CRNA PAC 222 South Prospect Avenue Park Ridge, Illinois 60068	Name of Employer	Date (month, day, year) 10-28-96	Amount of Each Receipt this Period 500.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$ 500.00	
B. Full Name, Mailing Address and ZIP Code Alliant Techsystems Employee Citizenship Fund 600 - 2nd St., NE Hopkins, MN 55343	Name of Employer	Date (month, day, year) 10-25-96	Amount of Each Receipt this Period 500.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$ 500.00	
C. Full Name, Mailing Address and ZIP Code American Motorcyclist PAC P.O. Box 6114 Westerville, Ohio 43081-6114	Name of Employer	Date (month, day, year) 10-29-96	Amount of Each Receipt this Period 500.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$ 500.00	
D. Full Name, Mailing Address and ZIP Code American Trucking PAC 430 First Street SE Washington, D.C. 20003	Name of Employer	Date (month, day, year) 11-4-96	Amount of Each Receipt this Period 500.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$ 500.00	
E. Full Name, Mailing Address and ZIP Code Amvest Corp PAC P.O. Box 5347 Charlottesville, VA 22905-5347	Name of Employer	Date (month, day, year) 10-24-96	Amount of Each Receipt this Period 500.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$ 500.00	
F. Full Name, Mailing Address and ZIP Code Arthur Anderson PAC 1666 K Street, N.W. Washington, D.C. 20006	Name of Employer	Date (month, day, year) 10-22-96	Amount of Each Receipt this Period 500.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$ 500.00	
G. Full Name, Mailing Address and ZIP Code American Supply Association PAC 222 Merchandise Mart Plaza, Suite 1360 Chicago, IL 60654	Name of Employer	Date (month, day, year) 10-21-96	Amount of Each Receipt this Period 500.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Occupation	Aggregate Year-to-Date > \$ 500.00	
SUBTOTAL of Receipts This Page (optional)			3,500.00
TOTAL This Period (last page this line number only)			

SCHEDULE A

ITEMIZED RECEIPTS

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

PAGE 2 OF 7
FOR LINE NUMBER 11(c)

Contributions from Other Political Committees

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)

Cook for Congress Campaign

C00315796

A. Full Name, Mailing Address and ZIP Code Ash Grove Cement PAC P.O. Box 25900 Overland Park, KS 66225 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 500.00	Date (month, day, year) 10-22-96	Amount of Each Receipt this Period 500.00
B. Full Name, Mailing Address and ZIP Code Associated Builders & Contractors PAC 1300 North 17th Street Russlyn, VA 22209 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 1,500.00	Date (month, day, year) 10-17-96	Amount of Each Receipt this Period 1,500.00
C. Full Name, Mailing Address and ZIP Code BackPAC 1119 East 9430 South Sandy, Utah 84094 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 500.00	Date (month, day, year) 11-4-96	Amount of Each Receipt this Period 500.00
D. Full Name, Mailing Address and ZIP Code Banc One PAC 100 E. Broad Street Columbus, Ohio 43271-0251 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 1,000.00	Date (month, day, year) 10-24-96	Amount of Each Receipt this Period 1,000.00
E. Full Name, Mailing Address and ZIP Code Bayer Corporation PAC Bayer Road Pittsburgh, PA 15205-9741 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 500.00	Date (month, day, year) 10-22-96	Amount of Each Receipt this Period 500.00
F. Full Name, Mailing Address and ZIP Code Beef-PAC 5501 West I-40 Amarillo, Texas 79106 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 500.00	Date (month, day, year) 10-24-96	Amount of Each Receipt this Period 500.00
G. Full Name, Mailing Address and ZIP Code Friends of Roy Blunt 1736 E. Sunshine, Suite 1011 Springfield, MO 65804 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 250.00	Date (month, day, year) 10-28-96	Amount of Each Receipt this Period 250.00

SUBTOTAL of Receipts This Page (optional)

4,750.00

TOTAL This Period (last page this line number only)

21.04.2050 504.40.12

SCHEDULE A

ITEMIZED RECEIPTS

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

PAGE 3 OF 7
FOR LINE NUMBER
11(c)

Contributions from Other Political Committees

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)

Cook for Congress Campaign

C00315796

A. Full Name, Mailing Address and ZIP Code Cellular Telecommunications Industry Association PAC 1250 Connecticut Ave., N.W. Ste 200 Washington, D.C. 20036	Name of Employer Occupation	Date (month, day, year) 10-29-96	Amount of Each Receipt this Period 250.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 250.00		
B. Full Name, Mailing Address and ZIP Code Chevron Employees PAC 575 Market Street, Room 908 San Francisco, CA 94105	Name of Employer Occupation	Date (month, day, year) 10-28-96	Amount of Each Receipt this Period 1,000.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 1,000.00		
C. Full Name, Mailing Address and ZIP Code Cleveland-Cliffs Inc. PAC 18th Floor, 1100 Superior Ave. Cleveland, Ohio 44114	Name of Employer Occupation	Date (month, day, year) 10-22-96	Amount of Each Receipt this Period 250.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 250.00		
D. Full Name, Mailing Address and ZIP Code Columbia/HCA Good Government Fund One Park Plaza, P.O. Box 550 Nashville, TN 37202-0550	Name of Employer Occupation	Date (month, day, year) 10-31-96 11-12-96	Amount of Each Receipt this Period 750.00 500.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 1,250.00		
E. Full Name, Mailing Address and ZIP Code Committee for Thorough Agricultural Political Education of Associated Milk Producers, Inc. P.O. Box 5288, Arlington, TX 76005	Name of Employer Occupation	Date (month, day, year) 10-22-96	Amount of Each Receipt this Period 1,000.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 1,000.00		
F. Full Name, Mailing Address and ZIP Code Coupers & Lybrand PAC 1800 M Street N.W. Washington, D.C. 20036	Name of Employer Occupation	Date (month, day, year) 10-29-96	Amount of Each Receipt this Period 500.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 500.00		
G. Full Name, Mailing Address and ZIP Code Credit Union Legislative Action Council of Credit Union NA 805 Fifteenth Street, NW, Suite 300 Washington, D.C. 20005-2207	Name of Employer Occupation	Date (month, day, year) 10-22-96	Amount of Each Receipt this Period 1,000.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 1,000.00		

SUBTOTAL of Receipts This Page (optional)

5,250.00

TOTAL This Period (last page this line number only)

SCHEDULE A

ITEMIZED RECEIPTS

Use separate schedule(s)
for each category of the
Detailed Summary PagePAGE 4 OF 7
FOR LINE NUMBER 11(c)

Contributions from Other Political Committees

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)

Cook for Congress Campaign

C00315796

A. Full Name, Mailing Address and ZIP Code Dealers Election Action Committee of the National Automobile Dealers Assn. 8400 Westpark Drive McLean, VA 22102 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Dealers Election Action Committee Occupation Aggregate Year-to-Date > \$ 1,500.00	Date (month, day, year) 10-21-96	Amount of Each Receipt this Period 1,500.00
B. Full Name, Mailing Address and ZIP Code Deloitte & Touche, LLP Federal PAC P.O. Box 365 Washington, D.C. 20044-0365 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Deloitte & Touche, LLP Occupation Aggregate Year-to-Date > \$ 500.00	Date (month, day, year) 11-4-96	Amount of Each Receipt this Period 500.00
C. Full Name, Mailing Address and ZIP Code FMR Corp. Federal PAC 82 Devonshire Street Boston, MA 02109 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer FMR Corp. Occupation Aggregate Year-to-Date > \$ 750.00	Date (month, day, year) 11-11-96	Amount of Each Receipt this Period 750.00
D. Full Name, Mailing Address and ZIP Code Interstate Carriers Conference PAC 2200 Mill Road Alexandria, VA 22314 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Interstate Carriers Conference Occupation Aggregate Year-to-Date > \$ 500.00	Date (month, day, year) 11-4-96	Amount of Each Receipt this Period 500.00
E. Full Name, Mailing Address and ZIP Code Majority Leaders Fund P.O. Box 995 Louisville, Texas 75067 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Majority Leaders Fund Occupation Aggregate Year-to-Date > \$ 3,998.00	Date (month, day, year) 10-28-96	Amount of Each Receipt this Period 1,900.00
F. Full Name, Mailing Address and ZIP Code Marriott International PAC Marriott Drive Washington, D.C. 20058 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Marriott International Occupation Aggregate Year-to-Date > \$ 1,000.00	Date (month, day, year) 10-21-96	Amount of Each Receipt this Period 1,000.00
G. Full Name, Mailing Address and ZIP Code The Morgan Companies PAC 60 Wall Street New York, New York 10260 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer The Morgan Companies Occupation Aggregate Year-to-Date > \$ 1,000.00	Date (month, day, year) 10-24-96	Amount of Each Receipt this Period 1,000.00

SUBTOTAL of Receipts This Page (optional)

7,150.00

TOTAL This Period (last page this line number only)

SCHEDULE A

ITEMIZED RECEIPTS

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

PAGE 5 OF 7

FOR LINE NUMBER
11(c)

Contributions from Other Political Committees

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)

Cook for Congress Campaign

C00315796

A. Full Name, Mailing Address and ZIP Code Monday Morning PAC P.O. Box 10097 Arlington, VA 22210 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 5,000.00	Date (month, day, year) 10-18-96	Amount of Each Receipt this Period 5,000.00
B. Full Name, Mailing Address and ZIP Code National Automobile Dealers Ass'n 412 First Street, SE Washington, D.C. 20003 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 500.00	Date (month, day, year) 10-22-96	Amount of Each Receipt this Period 500.00
C. Full Name, Mailing Address and ZIP Code National Restaurant Association PAC 1200 Seventeenth Street, NW Washington, D.C. 20036-3097 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 1,000.00	Date (month, day, year) 10-22-96	Amount of Each Receipt this Period 1,000.00
D. Full Name, Mailing Address and ZIP Code National Utility Contractors Ass'n Legislative Information & Action Committee 4301 Fairfax Drive, No. 360 Arlington, VA 22203 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 1,000.00	Date (month, day, year) 10-23-96	Amount of Each Receipt this Period 1,000.00
E. Full Name, Mailing Address and ZIP Code Print PAC 100 Dangerfield Road Alexandria, VA 22314 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 500.00	Date (month, day, year) 10-22-96	Amount of Each Receipt this Period 500.00
F. Full Name, Mailing Address and ZIP Code The Right to Work PAC 5240 Port Royal Road, Suite 211 Springfield, VA 22151 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 1,000.00	Date (month, day, year) 10-29-96	Amount of Each Receipt this Period 500.00
G. Full Name, Mailing Address and ZIP Code Stone PAC 150 North Michigan Avenue Chicago, IL 60601-7508 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$ 2,000.00	Date (month, day, year) 10-24-96	Amount of Each Receipt this Period 2,000.00

SUBTOTAL of Receipts This Page (optional)

10,500.00

TOTAL This Period (last page this line number only)

SCHEDULE A ITEMIZED RECEIPTS
Contributions from Other Political Committees

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)
Cook for Congress Campaign C00315796

Table with 4 main columns: A. Full Name, Mailing Address and ZIP Code; Name of Employer; Date (month, day, year); Amount of Each Receipt this Period. Rows include: United Parcel Service PAC, Utah Trail Machine Association, UTINPAC, Wells Fargo & Company Impact Fund, H. B. Zachry Company PAC, Business-Industry PAC, Majority Leader's Fund PAC. Includes subtotals and totals at the bottom.

SCHEDULE A

ITEMIZED RECEIPTS

Contributions from Other Political Committees

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)
Cook for Congress Campaign

C00315796

A. Full Name, Mailing Address and ZIP Code NFIB SAFE Trust 600 Maryland Ave. S.W., Suite 700 Washington, D.C. 20024	Name of Employer	Date (month, day, year) 10-18-96	Amount of Each Receipt this Period 4,375.00 (In Kind - Radio Advertisements)
	Occupation		
	Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 4,375.00	
B. Full Name, Mailing Address and ZIP Code NFIB SAFE Trust 600 Maryland Ave. S.W., Suite 700 Washington, D.C. 20024	Name of Employer	Date (month, day, year) 11-4-96	Amount of Each Receipt this Period 350.00 (In Kind - Radio Advertisements)
	Occupation		
	Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 4,725.00	
C. Full Name, Mailing Address and ZIP Code The Right to Work PAC 5240 Port Royal Road, Suite 211 Springfield, VA 22151	Name of Employer	Date (month, day, year) 11-15-96	Amount of Each Receipt this Period 11.52 (In Kind - Pro Rata Share of Mailing Cost for Fundraising)
	Occupation		
	Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 1,011.52	
D. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
	Occupation		
	Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$	
E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
	Occupation		
	Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$	
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
	Occupation		
	Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$	
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month, day, year)	Amount of Each Receipt this Period
	Occupation		
	Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$	

SUBTOTAL of Receipts This Page (optional)	4,736.52
TOTAL This Period (last page this line number only)	40,896.01

5502 504 10 12

SCHEDULE A

ITEMIZED RECEIPTS

Contributions from the Candidate

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)
Cook for Congress Campaign

A. Full Name, Mailing Address and ZIP Code Merrill Cook 631 16th Avenue Salt Lake City, Utah 84103		Name of Employer Cook Associates, Inc.		Date (month, day, year) 10-21-96 10-24-96 10-25-96		Amount of Each Receipt this Period 76,200.00 14,400.00 46,400.00	
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation Business Executive					
		Aggregate Year-to-Date > \$ 804,547.81					
B. Full Name, Mailing Address and ZIP Code " "		Name of Employer "		Date (month, day, year) 11-1-96 11-12-96		Amount of Each Receipt this Period 49,700.00 850.00	
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation "					
		Aggregate Year-to-Date > \$ 855,097.81					
C. Full Name, Mailing Address and ZIP Code		Name of Employer		Date (month, day, year)		Amount of Each Receipt this Period	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation					
		Aggregate Year-to-Date > \$					
D. Full Name, Mailing Address and ZIP Code		Name of Employer		Date (month, day, year)		Amount of Each Receipt this Period	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation					
		Aggregate Year-to-Date > \$					
E. Full Name, Mailing Address and ZIP Code		Name of Employer		Date (month, day, year)		Amount of Each Receipt this Period	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation					
		Aggregate Year-to-Date > \$					
F. Full Name, Mailing Address and ZIP Code		Name of Employer		Date (month, day, year)		Amount of Each Receipt this Period	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation					
		Aggregate Year-to-Date > \$					
G. Full Name, Mailing Address and ZIP Code		Name of Employer		Date (month, day, year)		Amount of Each Receipt this Period	
Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):		Occupation					
		Aggregate Year-to-Date > \$					

SUBTOTAL of Receipts This Page (optional)	
TOTAL This Period (last page this line number only)	187,550.00

9502 504 40 12 21 04 405 2056

SCHEDULE B ITEMIZED DISBURSEMENTS

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)
Cook for Congress Campaign

C00315796

A. Full Name, Mailing Address and ZIP Code Arena Communications 537 South 800 East, Suite B Salt Lake City, Utah 84102	Purpose of Disbursement Mailing Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 10-24-96	Amount of Each Disbursement This Period 25,105.97
B. Full Name, Mailing Address and ZIP Code Curley the Printer 391 Lawndale Drive Salt Lake City, Utah 84115	Purpose of Disbursement Printing Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 10-31-96	Amount of Each Disbursement This Period 479.69
C. Full Name, Mailing Address and ZIP Code Dumac, Inc. 341 Rio Grande Street Salt Lake City, Utah 84101	Purpose of Disbursement Mailing Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 10-31-96	Amount of Each Disbursement This Period 6,200.00
D. Full Name, Mailing Address and ZIP Code Executive Press, Inc. 10412 Main Street Fairfax, Virginia 22030	Purpose of Disbursement Printing invitations to fundraiser Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 11-25-96	Amount of Each Disbursement This Period 750.39
E. Full Name, Mailing Address and ZIP Code First Security Bank 79 South Main Salt Lake City, Utah 84111	Purpose of Disbursement Bank Service Charges* Employment Tax Deposit Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 11-01-96 11-08-96 11-12-96	Amount of Each Disbursement This Period 2.25* 19.00* 495.15
F. Full Name, Mailing Address and ZIP Code Kinkos 3630 West 3500 South West Valley City, UT 84120	Purpose of Disbursement Printing Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 10-22-96	Amount of Each Disbursement This Period 104.60
G. Full Name, Mailing Address and ZIP Code Matters of Taste Caters, Inc. P.O. Box 1248 Alexandria, VA 22313	Purpose of Disbursement Reception Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 11-25-96	Amount of Each Disbursement This Period 688.60
H. Full Name, Mailing Address and ZIP Code Media Max 150 South 600 East, Suite 8A Salt Lake City, Utah 84102	Purpose of Disbursement TV and Radio Ads Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 10-21-96 10-25-96 11-01-96	Amount of Each Disbursement This Period 84,964.55 29,684.53 38,474.70
I. Full Name, Mailing Address and ZIP Code Newspaper Agency Corporation 135 South Main Street Salt Lake City, Utah 84111	Purpose of Disbursement Newspaper Ads Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 10-25-96 11-04-96	Amount of Each Disbursement This Period 3,463.38 185.58

SUBTOTAL of Disbursements This Page (optional)	190,618.39
TOTAL This Period (last page this line number only)	

SCHEDULE B

ITEMIZED DISBURSEMENTS

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)
Cook for Congress Campaign

C00315796

A. Full Name, Mailing Address and ZIP Code R. T. Nielson Company P.O. Box 11481 Salt Lake City, Utah 84147	Purpose of Disbursement Campaign Management	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	10-21-96 10-29-96	8,000.00 8,000.00
B. Full Name, Mailing Address and ZIP Code Northwest Lithographics, Ltd. P.O. Box 151149 Salt Lake City, Utah 84115	Purpose of Disbursement Printing	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	10-25-96 11-01-96	13,265.63 4,565.50
C. Full Name, Mailing Address and ZIP Code Phillips Twede Spencer 428 East 6400 South, Suite 230 Salt Lake City, Utah 84107	Purpose of Disbursement TV and Radio Ads	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	11-13-96	3,000.00
D. Full Name, Mailing Address and ZIP Code Rocky Mountain Data Control, Inc. 2040 East Murray Holladay Road, #103 Salt Lake City, Utah 84117-0820	Purpose of Disbursement Registered Voter Lists	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	10-23-96	2,111.86
E. Full Name, Mailing Address and ZIP Code Richard Rousay 2688 Wellington Street Salt Lake City, Utah 84106	Purpose of Disbursement Wages	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	10-21-96	1,368.77
F. Full Name, Mailing Address and ZIP Code Salt Lake Mailing 2345 South West Temple Salt Lake City, Utah 84115	Purpose of Disbursement Mailing	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	11-01-96	14,527.39
G. Full Name, Mailing Address and ZIP Code Townhouse Associates, L.L.C. 324 Independence Avenue, S.E. Washington, D.C. 20003	Purpose of Disbursement Rental of space for fundraiser	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	11-25-96	131.50
H. Full Name, Mailing Address and ZIP Code U.S. Postmaster 1760 West 2100 South Salt Lake City, Utah 84199-9655	Purpose of Disbursement Postage	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	10-22-96 10-24-96	100.00 150.00
I. Full Name, Mailing Address and ZIP Code " "	Purpose of Disbursement Postage	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	10-30-96 11-01-96	1,175.03 77.12

SUBTOTAL of Disbursements This Page (optional)

56,472.80

TOTAL This Period (last page this line number only)

SCHEDULE B

ITEMIZED DISBURSEMENTS

Use separate schedule(s)
for each category of the
Detailed Summary PagePAGE 3 OF 3
FOR LINE NUMBER 17

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

NAME OF COMMITTEE (in Full)

Cook for Congress Campaign

C00315796

A. Full Name, Mailing Address and ZIP Code U.S. West Communications Salt Lake City, Utah 84135-0001	Purpose of Disbursement Telephone Service Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 11-25-96	Amount of Each Disbursement This Period 359.45
B. Full Name, Mailing Address and ZIP Code Business-Industry PAC 888 Sixteenth Street, N.W. Washington, D.C.	Purpose of Disbursement Fundraising Mailing Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 10-21-96	Amount of Each Disbursement This Period 47.49 (In Kind)
C. Full Name, Mailing Address and ZIP Code Majority Leader's Fund PAC P.O. Box 995 Lewisville, TX 75067	Purpose of Disbursement Travel Expenses for Dick Arney Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 10-21-96	Amount of Each Disbursement This Period 962.00 (In Kind)
D. Full Name, Mailing Address and ZIP Code NFIB SAFE Trust 600 Maryland Ave. S.W., Suite 700 Washington, D.C. 20024	Purpose of Disbursement Radio Advertisements Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 10-18-96	Amount of Each Disbursement This Period 4,375.00 (In Kind)
E. Full Name, Mailing Address and ZIP Code NFIB SAFE Trust 600 Maryland Ave. S.W., Suite 700 Washington, D.C. 20024	Purpose of Disbursement Radio Advertisements Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 11-04-96	Amount of Each Disbursement This Period 350.00 (In Kind)
F. Full Name, Mailing Address and ZIP Code The Right to Work PAC 5240 Port Royal Road, Suite 211 Springfield, VA 22151	Purpose of Disbursement Pro Rata Share of Mail- ing Cost for Fundraising Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 11-15-96	Amount of Each Disbursement This Period 11.52 (In Kind)
G. Full Name, Mailing Address and ZIP Code Barbara E. Wixon 1155 21st Street, N.W., Suite 300 Washington, D.C. 20036	Purpose of Disbursement Fundraiser Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 11-19-96	Amount of Each Disbursement This Period 314.13 (In Kind)
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period

SUBTOTAL of Disbursements This Page (optional)

6,419.59

TOTAL This Period (last page this line number only)

253,510.78

SCHEDULE D

(Revised 3/80)

DEBTS AND OBLIGATIONS

Excluding Loans

Page 1 of 2 for
LINE NUMBER 10
(Use separate schedules
for each numbered line)

Name of Committee (in Full)	Outstanding Balance Beginning This Period	Amount Incurred This Period	Payment This Period	Outstanding Balance at Close of This Period
Cook for Congress Campaign				
A. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Executive Press Inc. 10412 Main Street Fairfax, Virginia 22030	735.68	14.71	750.39	0
Nature of Debt (Purpose): Printing invitations				
B. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Hammond & Associates 933 N. Kenmore Street, #317A Arlington, VA 22201	1,361.50	2,162.30		3,523.80
Nature of Debt (Purpose): Fundraising services				
C. Full Name, Mailing Address and ZIP Code of Debtor or Creditor KSL Television Production Department P.O. Box 1160 Salt Lake City, Utah 84110-1160		1,727.05		1,727.05
Nature of Debt (Purpose): TV Production				
D. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Matters of Taste Caterers, Inc. P.O. Box 1248 Alexandria, VA 22313	688.60		688.60	0
Nature of Debt (Purpose): Reception				
E. Full Name, Mailing Address and ZIP Code of Debtor or Creditor R. T. Nielson Company P.O. Box 11481 Salt Lake City, Utah 84147		37,441.66		37,441.66
Nature of Debt (Purpose): Campaign management				
F. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Northwest Lithographics P.O. Box 151149 Salt Lake City, Utah 84115	4,565.50		4,565.50	0
Nature of Debt (Purpose): Printing				
1) SUBTOTALS This Period This Page (optional)				42,692.51
2) TOTALS This Period (last page in this line only)				
3) TOTAL OUTSTANDING LOANS from Schedule C (last page only)				
4) ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only)				

SCHEDULE D
(Revised 3/80)

DEBTS AND OBLIGATIONS
Excluding Loans

Page 2 of 2 for
LINE NUMBER 10
(Use separate schedules
for each numbered line)

Name of Committee (in Full)	Outstanding Balance Beginning This Period	Amount Incurred This Period	Payment This Period	Outstanding Balance at Close of This Period
Cook for Congress Campaign				
A. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Rocky Mountain Data Control P.O. Box 17820 Salt Lake City, Utah 84117	2,111.86		2,111.86	0
Nature of Debt (Purpose): Registered voter lists				
B. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Phillips Twede Spencer 428 East 6400 South, Suite 230 Salt Lake City, Utah 84107		6,583.99		6,583.99
Nature of Debt (Purpose): TV Production				
C. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Dan Jones & Associates, Inc. 515 South 700 East, Suite 3H Salt Lake City, Utah 84102		4,600.00		4,600.00
Nature of Debt (Purpose): Polling				
D. Full Name, Mailing Address and ZIP Code of Debtor or Creditor				
Nature of Debt (Purpose):				
E. Full Name, Mailing Address and ZIP Code of Debtor or Creditor				
Nature of Debt (Purpose):				
F. Full Name, Mailing Address and ZIP Code of Debtor or Creditor				
Nature of Debt (Purpose):				
1) SUBTOTALS This Period This Page (optional)				11,183.99
2) TOTALS This Period (last page in this line only)				53,876.50
3) TOTAL OUTSTANDING LOANS from Schedule C (last page only)				
4) ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only)				53,876.50

21-04-405-2061

EXHIBIT 3

21.04.405.2062



UNITED STATES CONGRESS

January 31, 1997

*mailed with
Report No 8*

Federal Election Commission
999 E Street NW
Washington, D.C. 20463

Re: Cook for Congress Campaign
FEC Identification Number C00315796
Utah 2

Enclosed are several amended pages to our Report of Receipts and Disbursements for the 30-Day Post-Election Report due December 5, 1996. I have just discovered that I used an incorrect figure for the cash on hand at the beginning of the report period. It should have been the same amount as the cash on hand at the close of the previous report which was \$899.96 rather than \$1,024.96 shown on the report. This error affects only the Detailed Summary Report page and the front page of the report.

Also, with respect to items on our debts and obligations, Schedule D: The R. T. Nielson obligation is in dispute, and the amended page shows their amount based on a lawsuit filed as well as the campaign's amount which is lower than we originally thought. There is also a change in the amount shown on the Phillips Twede Spencer obligation. There is no difference in the amount Phillips Twede Spencer is claiming and the campaign amount.

Total amended pages being submitted are Front Page, Detailed Summary Page, and Schedule D, Debts and Obligations, Pages 1 and 2.

Avis Lewis

Avis Lewis
Treasurer

21 01 405 2063

REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee
(Summary Page)

USE FEC MAILING LABEL
OR
TYPE OR PRINT

1. NAME OF COMMITTEE (in full) Cook for Congress Campaign		2. FEC IDENTIFICATION NUMBER
ADDRESS (number and street) <input type="checkbox"/> Check if different than previously reported. 1800 Beneficial Life Tower		3. IS THIS REPORT AN AMENDMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CITY, STATE and ZIP CODE Salt Lake City, Utah 84111	STATE/DISTRICT Utah 2	

4. TYPE OF REPORT

- ☐ April 15 Quarterly Report ☐ 12-Day Pre-Election Report for the _____ (Type of Election)
election on _____ in the State of _____
- ☐ July 15 Quarterly Report
- ☐ October 15 Quarterly Report ☒ 30-Day Post-Election Report for the _____ (Type of Election)
election on _____ in the State of _____
- ☐ January 31 Year End Report
- ☐ July 31 Mid-Year Report (Non-election Year Only) ☐ Termination Report

This report contains activity for

- ☐ Primary Election ☒ General Election ☐ Special Election ☐ Runoff Election

SUMMARY

5. Covering Period	COLUMN A This Period	COLUMN B Calendar Year-to-Date
10-17-96 through 11-25-96		
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(e))	253,066.09	1,039,824.82
(b) Total Contribution Refunds (from Line 20(d))		
(c) Net Contributions (other than loans) (subtract Line 6(b) from 6(a))	253,066.09	1,039,824.82
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17)	253,476.75	1,039,535.52
(b) Total Offsets to Operating Expenditures (from Line 14)	89.87	289.87
(c) Net Operating Expenditures (subtract Line 7(b) from 7(a))	253,386.88	1,039,245.65
8. Cash on Hand at Close of Reporting Period (from Line 27)	579.17	For further information contact: Federal Election Commission 999 E Street, NW Washington, DC 20463 Toll Free 800-424-9530 Local 202-219-3420
9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D)		
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)	29,985.82* 199,040.36*	

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete. *Dispute - See Sch. D

Type or Print Name of Treasurer Avis Lewis	Date 1-16-97
Signature of Treasurer <i>Avis Lewis</i>	

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

FEC FORM 3
(revised 4/87)

DETAILED SUMMARY PAGE

of Receipts and Disbursements

(Page 2, FEC FORM 3)

Name of Committee (in full) Cook for Congress Campaign		Report Covering the Period: From: 10-17-96 To: 11-25-96	
I. RECEIPTS		COLUMN A Total This Period	COLUMN B Calendar Year-To-Date
11. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees			
(i) Itemized (use Schedule A) -----		11,514.13	
(ii) Unitemized -----		7,905.95	
(iii) Total of contributions from individuals -----		19,420.08	63,782.34
(b) Political Party Committees -----		5,200.00	20,200.00
(c) Other Political Committees (such as PACs) -----		40,896.01	100,744.67
(d) The Candidate -----		187,550.00	855,097.81
(e) TOTAL CONTRIBUTIONS (other than loans) (add 11(a)(iii), (b), (c) and (d)) -----		253,066.09	1,039,824.82
12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES -----			
13. LOANS:			
(a) Made or Guaranteed by the Candidate -----			
(b) All Other Loans -----			
(c) TOTAL LOANS (add 13(a) and (b)) -----			
14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.) -----		89.87	289.87
15. OTHER RECEIPTS (Dividends, Interest, etc.) -----			
16. TOTAL RECEIPTS (add 11(e), 12, 13(c), 14 and 15) -----		253,155.96	1,040,114.69
II. DISBURSEMENTS			
17. OPERATING EXPENDITURES -----		253,476.75	1,039,535.52
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 19(a) and (b)) -----			
20. REFUNDS OF CONTRIBUTIONS TO:			
(a) Individuals/Persons Other Than Political Committees -----			
(b) Political Party Committees -----			
(c) Other Political Committees (such as PACs) -----			
(d) TOTAL CONTRIBUTION REFUNDS (add 20(a), (b) and (c)) -----			
21. OTHER DISBURSEMENTS -----			
22. TOTAL DISBURSEMENTS (add 17, 18, 19(c), 20(d) and 21) -----		253,476.75	1,039,535.52

III. CASH SUMMARY

CASH ON HAND AT BEGINNING OF REPORTING PERIOD -----	\$ 899.96	23
TOTAL RECEIPTS THIS PERIOD (from Line 16) -----	\$ 253,155.96	24
SUBTOTAL (add Line 23 and Line 24) -----	\$ 254,055.92	25
TOTAL DISBURSEMENTS THIS PERIOD (from Line 22) -----	\$ 253,476.75	26
CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (subtract Line 26 from 25) -----	\$ 579.17	27

DEBTS AND OBLIGATIONS
Excluding Loans

LINE NUMBER 10
(Use separate schedules
for each numbered line)

Name of Committee (in Full)	Outstanding Balance Beginning This Period	Amount Incurred This Period	Payment This Period	Outstanding Balance at Close of This Period
Cook for Congress Campaign				
A. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Executive Press Inc. 10412 Main Street Fairfax, Virginia 22030	735.68	14.71	750.39	0
Nature of Debt (Purpose): Printing invitations				
B. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Hammund & Associates 933 N. Kenmore Street, #317A Arlington, VA 22201	1,361.50	2,162.30		3,523.80
Nature of Debt (Purpose): Fundraising services				
C. Full Name, Mailing Address and ZIP Code of Debtor or Creditor KSL Television Production Department P.O. Box 1160 Salt Lake City, Utah 84110-1160		1,727.05		1,727.05
Nature of Debt (Purpose): TV Production				
D. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Matters of Taste Caterers, Inc. P.O. Box 1248 Alexandria, VA 22313	688.60		688.60	0
Nature of Debt (Purpose): Reception				
E. Full Name, Mailing Address and ZIP Code of Debtor or Creditor R. T. Nielson Company P.O. Box 11481 Salt Lake City, Utah 84147 *This account is in dispute. Top figures are Cook's, bottom Nielson's. See note on following page.		7,128.32 * 176,182.86 *		7,128.32 * 176,182.86 *
Nature of Debt (Purpose): Campaign management				
F. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Northwest Lithographics P.O. Box 151149 Salt Lake City, Utah 84115	4,565.50		4,565.50	0
Nature of Debt (Purpose): Printing				

1) SUBTOTALS This Period This Page (optional)	12,379.17	Cook
2) TOTALS This Period (last page in this line only)	181,433.71	CHL
3) TOTAL OUTSTANDING LOANS from Schedule C (last page only)		
4) ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only)		

9902-504-40-12
21-04-405-2066

DEBTS AND OBLIGATIONS Excluding Loans

LINE NUMBER 10.
(Use separate schedules
for each numbered line)

Debt of Committee (in Full)	Outstanding Balance Beginning This Period	Amount Incurred This Period	Payment This Period	Outstanding Balance at Close of This Period
Cook for Congress Campaign				
A. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Rocky Mountain Data Control P.O. Box 17820 Salt Lake City, Utah 84117	2,111.86		2,111.86	0
Nature of Debt (Purpose): Registered voter lists				
B. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Phillips Twede Spencer 428 East 6400 South, Suite 230 Salt Lake City, Utah 84107		13,006.65		13,006.65
Nature of Debt (Purpose): TV Production				
C. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Dan Jones & Associates, Inc. 515 South 700 East, Suite 3H Salt Lake City, Utah 84102		4,600.00		4,600.00
Nature of Debt (Purpose):				
D. Full Name, Mailing Address and ZIP Code of Debtor or Creditor				
Nature of Debt (Purpose):				
E. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Note: The amounts claimed by R. T. Nielson are not supported by the contract between the parties nor by the invoices submitted. Disclosure of this debt, which the campaign believes to be without merit, is not an admission of liability or a waiver of any claims against the creditor.				
Nature of Debt (Purpose):				
F. Full Name, Mailing Address and ZIP Code of Debtor or Creditor				
Nature of Debt (Purpose):				

1) SUBTOTALS This Period This Page (optional)		17,606.65	
2) TOTALS This Period (last page in this line only)	INCL - DISPUTED TOTAL	29,985.82 Cook 199,040.36	STICKER
3) TOTAL OUTSTANDING LOANS from Schedule C (last page only)			
4) ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only)	INCL - DISPUTED	29,985.82 Cook 199,040.36	

21.04.405.2067

EXHIBIT 4

21.04.405.2068

REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee
(Summary Page)

Report 8

USE FEC MAILING LABEL
OR
TYPE OR PRINT

1. NAME OF COMMITTEE (in full) Cook for Congress Campaign		2. FEC IDENTIFICATION NUMBER C00315796
ADDRESS (number and street) <input type="checkbox"/> Check if different than previously reported. 1800 Beneficial Life Tower		
CITY, STATE and ZIP CODE Salt Lake City, Utah 84111	STATE/DISTRICT Utah 2	3. IS THIS REPORT AN AMENDMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

4. TYPE OF REPORT

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

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

SUMMARY

5. Covering Period	COLUMN A This Period	COLUMN B Calendar Year-to-Date
<u>11-26-96</u> through <u>12-31-96</u>		
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(e))	16,338.00	1,056,162.82
(b) Total Contribution Refunds (from Line 20(d))		
(c) Net Contributions (other than loans) (subtract Line 6(b) from 6(a))	16,338.00	1,056,162.82
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17)	16,521.41	1,056,056.93
(b) Total Offsets to Operating Expenditures (from Line 14)		289.87
(c) Net Operating Expenditures (subtract Line 7(b) from 7(a))	16,521.41	1,055,767.06
8. Cash on Hand at Close of Reporting Period (from Line 27)	395.76	
9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D)		
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)	16,602.01* 188,835.86*	

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

For further information contact:
Federal Election Commission
999 E Street, NW
Washington, DC 20463
Toll Free 800-424-9530
Local 202-219-3420

*Dispute - See Sch. D

Type or Print Name of Treasurer <i>Ayis Lewis</i>	Date 1-31-97
Signature of Treasurer Ayis Lewis	

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

DETAILED SUMMARY PAGE

of Receipts and Disbursements
(Page 2, FEC FORM 3)

Name of Committee (in full) Cook for Congress Campaign		Report Covering the Period: From: 11-26-96 To: 12-31-96	
I. RECEIPTS		COLUMN A Total This Period	COLUMN B Calendar Year-To-Date
11. CONTRIBUTIONS (other than loans) FROM:			
(a) Individuals/Persons Other Than Political Committees			
(i) Itemized (use Schedule A)			11(a)(i)
(ii) Unitemized		138.00	11(a)(ii)
(iii) Total of contributions from individuals		138.00	63,920.34 11(a)(iii)
(b) Political Party Committees			20,200.00 11(b)
(c) Other Political Committees (such as PACs)		8,950.00	109,694.67 11(c)
(d) The Candidate		7,250.00	862,347.81 11(d)
(e) TOTAL CONTRIBUTIONS (other than loans)(add 11(a)(iii), (b), (c) and (d))		16,338.00	1,056,162.82 11(e)
12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES			12
13. LOANS:			
(a) Made or Guaranteed by the Candidate			13(a)
(b) All Other Loans			13(b)
(c) TOTAL LOANS (add 13(a) and (b))			13(c)
14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)			289.87 14
15. OTHER RECEIPTS (Dividends, Interest, etc.)			15
16. TOTAL RECEIPTS (add 11(e), 12, 13(c), 14 and 15)		16,338.00	1,056,452.69 16
II. DISBURSEMENTS			
17. OPERATING EXPENDITURES		16,521.41	1,056,056.93 17
18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES			18
19. LOAN REPAYMENTS:			
(a) Of Loans Made or Guaranteed by the Candidate			19(a)
(b) Of All Other Loans			19(b)
(c) TOTAL LOAN REPAYMENTS (add 19(a) and (b))			19(c)
20. REFUNDS OF CONTRIBUTIONS TO:			
(a) Individuals/Persons Other Than Political Committees			20(a)
(b) Political Party Committees			20(b)
(c) Other Political Committees (such as PACs)			20(c)
(d) TOTAL CONTRIBUTION REFUNDS (add 20(a), (b) and (c))			20(d)
21. OTHER DISBURSEMENTS			21
22. TOTAL DISBURSEMENTS (add 17, 18, 19(c), 20(d) and 21)		16,521.41	1,056,056.93 22

III. CASH SUMMARY

23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD	\$ 579.17	23
24. TOTAL RECEIPTS THIS PERIOD (from Line 16)	\$ 16,338.00	24
25. SUBTOTAL (add Line 23 and Line 24)	\$ 16,917.17	25
26. TOTAL DISBURSEMENTS THIS PERIOD (from Line 22)	\$ 16,521.41	26
27. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (subtract Line 26 from 25)	\$ 395.76	27

SCHEDULE A

ITEMIZED RECEIPTS

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

PAGE 1 OF 1
FOR LINE NUMBER 11(c)

Contributions from Other Political Committees

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)

> Cook for Congress Campaign

C00315796

A. Full Name, Mailing Address and ZIP Code American Bankers Association 185 South State Street, Suite 201 Salt Lake City, Utah 84111	Name of Employer Occupation	Date (month, day, year) 12-16-96	Amount of Each Receipt this Period 2,500.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 2,500.00		
B. Full Name, Mailing Address and ZIP Code The Home Depot, Inc. Better Government Committee 2727 Paces Ferry Rd., Ste. 1250 Atlanta, GA 30339	Name of Employer Occupation	Date (month, day, year) 12-19-96	Amount of Each Receipt this Period 500.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 500.00		
C. Full Name, Mailing Address and ZIP Code Institute of Makers of Explosives Political Action Committee 1120-19th St., NW., No. 310 Washington, D.C. 20036-3605	Name of Employer Occupation	Date (month, day, year) 12-2-96	Amount of Each Receipt this Period 500.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 1,000.00		
D. Full Name, Mailing Address and ZIP Code National Association of Convenience Stores PAC 1605 King Street Alexandria, VA 22314-2792	Name of Employer Occupation	Date (month, day, year) 12-12-96	Amount of Each Receipt this Period 1,000.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 2,000.00		
E. Full Name, Mailing Address and ZIP Code NRA - Political Victory Fund 11250 Waples Mill Road Fairfax, VA 22030-7400	Name of Employer Occupation	Date (month, day, year) 12-15-96	Amount of Each Receipt this Period 3,450.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 4,950.00		
F. Full Name, Mailing Address and ZIP Code Preston Gates Ellis and Rouvelas Meeds PAC 1735 New York Ave., N.W., Ste. 500 Washington, D.C. 20006	Name of Employer Occupation	Date (month, day, year) 11-27-96	Amount of Each Receipt this Period 500.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 500.00		
G. Full Name, Mailing Address and ZIP Code Dean Witter - Discover & Co. Political Action Committee 1300 I Street, NW 12th Floor Washington, D.C. 20005	Name of Employer Occupation	Date (month, day, year) 11-27-96	Amount of Each Receipt this Period 500.00
Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Aggregate Year-to-Date > \$ 1,000.00		

SUBTOTAL of Receipts This Page (optional)

TOTAL This Period (last page this line number only)

8,950.00

12-04-96 12:04:40 PM

SCHEDULE A

ITEMIZED RECEIPTS

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

PAGE 1 OF 1
FOR LINE NUMBER 11(d)

Contributions from the Candidate

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)

Cook for Congress Campaign

C00315796

A. Full Name, Mailing Address and ZIP Code Merrill Cook 631 16th Avenue Salt Lake City, Utah 84103 Receipt For: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Cook Associates, Inc. Occupation Aggregate Year-to-Date > \$	Date (month, day, year) 12-05-96 12-26-96	Amount of Each Receipt this Period 6,500.00 750.00
B. Full Name, Mailing Address and ZIP Code Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$	Date (month, day, year)	Amount of Each Receipt this Period
C. Full Name, Mailing Address and ZIP Code Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$	Date (month, day, year)	Amount of Each Receipt this Period
D. Full Name, Mailing Address and ZIP Code Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$	Date (month, day, year)	Amount of Each Receipt this Period
E. Full Name, Mailing Address and ZIP Code Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$	Date (month, day, year)	Amount of Each Receipt this Period
F. Full Name, Mailing Address and ZIP Code Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$	Date (month, day, year)	Amount of Each Receipt this Period
G. Full Name, Mailing Address and ZIP Code Receipt For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify):	Name of Employer Occupation Aggregate Year-to-Date > \$	Date (month, day, year)	Amount of Each Receipt this Period

SUBTOTAL of Receipts This Page (optional)

TOTAL This Period (last page this line number only)

7,250.00

21.04.405.2072

SCHEDULE B

ITEMIZED DISBURSEMENTS

Use separate schedule(s) for each category of the Detailed Summary Page	PAGE 1 OF 1
	FOR LINE NUMBER 17

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

NAME OF COMMITTEE (in Full) Cook for Congress Campaign	C00315796
---	-----------

A. Full Name, Mailing Address and ZIP Code Dan Jones & Associates 515 South 700 East, Suite 3H Salt Lake City, Utah 84102	Purpose of Disbursement Polling Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 12-4-96	Amount of Each Disbursement This Period 4,600.00
B. Full Name, Mailing Address and ZIP Code Hammond & Associates 933 N. Kenmore Street, #317A Arlington, VA 22201	Purpose of Disbursement Fundraising Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 12-5-96	Amount of Each Disbursement This Period 3,523.80
C. Full Name, Mailing Address and ZIP Code KSL Television, Production Department P.O. Box 1160 Salt Lake City, Utah 84110-1160	Purpose of Disbursement Ad Production Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 12-23-96	Amount of Each Disbursement This Period 4,380.05
D. Full Name, Mailing Address and ZIP Code Phillips Twede Spencer 428 East 6400 South, Suite 230 Salt Lake City, Utah 84107	Purpose of Disbursement Ad Production Disbursement for: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year) 12-19-96	Amount of Each Disbursement This Period 4,012.56
E. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
G. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
H. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period
I. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement Disbursement for: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	Date (month, day, year)	Amount of Each Disbursement This Period

SUBTOTAL of Disbursements This Page (optional)	
TOTAL This Period (last page this line number only)	16,516.41

21 04 405 2073

DEBTS AND OBLIGATIONS
 Excluding Loans

LINE NUMBER 10
 (Use separate schedules
 for each numbered line)

Debt of Committee (in Full)	Outstanding Balance Beginning This Period	Amount Incurred This Period	Payment This Period	Outstanding Balance at Close of This Period
Book for Congress Campaign				
A. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Hammond & Associates 933 N. Kenmore Street, #317A Arlington, VA 22201	3,523.80	479.60	3,523.80	479.60
Nature of Debt (Purpose): Fundraising services				
B. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Dan Jones & Associates, Inc. 515 South 700 East, Suite 3H Salt Lake City, Utah 84102	4,600.00		4,600.00	0
Nature of Debt (Purpose): Polling				
C. Full Name, Mailing Address and ZIP Code of Debtor or Creditor KSL Television Production Department P.O. Box 1160 Salt Lake City, Utah 84110-1160	1,727.05	2,653.00	4,380.05	0
Nature of Debt (Purpose): TV Production				
D. Full Name, Mailing Address and ZIP Code of Debtor or Creditor R. T. Nielson Company P.O. Box 11481 Salt Lake City, Utah 84147	7,128.32* 176,182.86*	3,179.31*		7,128.32*Cook 179,362.17*Nielson
*In dispute. Top figures are Cook's, bottom Nielson's.				
Nature of Debt (Purpose): Campaign management				
E. Full Name, Mailing Address and ZIP Code of Debtor or Creditor Phillips Twede Spencer 428 East 6400 South, Suite 230 Salt Lake City, Utah 84107	13,006.65		4,012.56	8,994.09
Nature of Debt (Purpose): TV Production				
F. Full Name, Mailing Address and ZIP Code of Debtor or Creditor *The amounts claimed by R. T. Nielson are not supported by the contract between the parties nor by the invoices submitted. Disclosure of this debt, which the campaign believes to be without merit, is not an admission of liability or a waiver of any claims against the creditor.				
Nature of Debt (Purpose):				
SUBTOTALS This Period This Page (optional)				
TOTALS This Period (last page in this line only)				16,602.01 Cook INCL. DISPUTED TOTAL 188,835.86 OTHER
TOTAL OUTSTANDING LOANS from Schedule C (last page only)				
ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only)				16,602.01 Cook INCL. DISPUTED TOTAL 188,835.86

21.04.405.2075

EXHIBIT 5

Services AGREEMENT

THIS AGREEMENT is made and entered into by and between R.T. Nielson Company ("Nielson"), and Merrill Cook both personally and the Merrill Cook for Congress Campaign, ("Client").

WHEREAS, Nielson is in the business of providing general consulting, fund raising, advertising and polling services and desires to be retained by Client; and

WHEREAS, Client desires to retain the services of Nielson for the purposes of providing general consulting, fund raising, advertising and polling services.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term of Retainment. Retainment shall commence on the date of this Agreement. All provisions of this Agreement, may be terminated by either party upon giving fourteen (14) days written notice, and subject to the provisions of §§ 4, 5 and 9 set forth below.

2. Duties of Nielson. In accepting retainment by Client, Nielson shall undertake and assume the responsibility of performing for and on behalf of Client all duties and responsibilities which are reasonably necessary to fulfill the purposes of this Agreement as set forth above.

In particular, Nielson shall oversee all general consulting for the campaign. This shall include campaign planning and strategy, convention management, delegate stacking and targeting, and other duties involved with general consulting. Nielson shall be required to oversee and administer all PAC fund raising activities. In addition Nielson shall provide polling, and advertising as required and needed by Client.

The provisions of this Agreement do not in any way preclude Nielson from receiving compensation or consideration from other sources or from engaging in similar type work for other clients or entities not in direct conflict with Client.

3. Duties of Client. Client covenants and agrees that he will comply with all reasonable demands or requests of Nielson to cooperate in the efforts employed by Nielson. This includes, but is not limited to, providing documents and information at the request of Nielson.

Client further covenants and agrees that Nielson is entitled to oversee and conduct all PAC fund raising, consulting, polling and advertising and that Client will not conduct any of these activities without first consulting with Nielson and will not in any way interfere with Nielson's efforts.

Client further agrees that it will be responsible for maintaining all campaign bank accounts and preparation of all state filing reports.

21-04-405-2076

4. Consideration from Client. Client shall pay Nielson the following consideration on a monthly basis:

(a) Fund Raising. Nielson shall receive 15 % of the gross amount of all PAC monies received, regardless of the source. This agreement to perform PAC fund raising shall extend for a period of four months after the general election date.

(b) General Consulting. Nielson shall receive the sum of \$40,000 for consulting services through May 4, 1996. After May 4, 1996 and during the periods of the primary and general elections Nielson shall receive \$4,000 a month for general consulting. Additional services and fees may be negotiated and agreed to at a latter date.

(c) Polling. During the period of the convention Client agrees to pay Nielson .91 for 10,000 plus GOTV calls, and \$8.50 per contact for a delegate identification survey and \$6.00 per contact for two short delegate surveys. Additional services and fees may be agreed to between client and Nielson.

(d) Other Services. Compensation paid to Nielson for services of advertising and shall be agreed to in good faith by Client and Nielson.

(e) Bonus. Client agrees to pay Nielson the following bonuses upon successful election at the following events: \$5,000 Utah Republican Convention Second congressional district race first or second place win May, 1996; \$5,000 Utah Republican primary second congressional district race June, 1996, or whenever party nomination occurs; \$25,000 Utah general election second district race November, 1996.

5. Consideration upon Termination. If this Agreement is terminated by either party, Nielson shall still be entitled to one hundred percent (100%) of the agreed upon consideration up to and including the date of termination.

6. Working Facilities and Expenses. Nielson shall have full access to all campaign office facilities, staff, materials and equipment at no charge to Nielson. Any and all expenses associated with Nielson's duties under this Agreement, including, but not limited to, travel, mailings, telephone charges, long distance telephone calls and photocopies, shall be paid by Client and Nielson shall not be liable for any of these expenses. In addition, Client shall reimburse Nielson for any reasonable expenses incurred by Nielson, which otherwise should be paid by Client. Reimbursement for expenses shall not reduce the consideration paid to Nielson as set forth above.

7. Indemnification. Client agrees to indemnify Nielson and to hold Nielson harmless for any and all expenses incurred by Nielson in furtherance of the purposes of this Agreement. In addition, Client shall pay any and all reasonable attorney's fees incurred by Nielson to defend against any lawsuits or claims made for services rendered in connection with Nielson's duties under this Agreement and shall hold Nielson harmless and indemnify Nielson against any judgments entered against Nielson for any claim whatsoever arising out of Nielson's services rendered under this Agreement.

21-04-405-2077

8. Limitation of Liability. Nielson's liability on any claim of any kind brought by client, whether based on negligence, warranty or otherwise, for any loss or damage arising out of, connected with or resulting from this Agreement or from the performance or breach thereof or from the use of any services furnished pursuant to this Agreement shall in no case exceed the price allocated to the service or material which gives rise to the claim. In no event shall Nielson be liable for special, incidental or consequential damages.

9. Non-Disclosure. During or at any time after termination of retainment hereunder, Client will not, without express written authorization of Nielson, disclose to or use for the benefit of any person, corporation or other entity any files, trade secrets or other confidential information concerning the business, clients, methods, operations, financing or services of Nielson. "Trade secrets" or "confidential information" shall mean information not generally known in the community as disclosed to Client or known by it as the consequence of its retainment of Nielson, whether or not pursuant to this Agreement, regardless of whether or not Client aided and/or was solely responsible for the gathering or compilation of this information or methods.

In addition, Client agrees that any and all market research studies, polls or polling results provided by Nielson shall remain the sole property of Nielson and Client shall not sell to any third parties, disclose to any third parties or otherwise use the results of any such market research studies or polls without the express written authorization of Nielson. The results of market research studies or polls conducted by Nielson are for the exclusive use of Client and not for the use of third parties. This paragraph, however, shall not be construed so as to prohibit Client from publishing in any newspaper or other media source the summary results of any such market research study or poll.

10. Injunctive Relief. Client recognizes that irreparable damage will result to Nielson if Client fails or refuses to perform any obligations under this Agreement, and that the remedy at law for any such failure or refusal will be inadequate. Accordingly, in addition to any other remedies and damages available, Nielson shall be entitled to injunctive relief, and Client may be specifically compelled to perform his obligations under this Agreement.

11. Burden and Benefit. This Agreement shall be binding upon, and shall inure to the benefit of Nielson and Client, and their respective heirs, personal and legal representatives, successors and assigns.

12. Severability. The invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the other provisions.

13. Governing Law. The construction and interpretation of this Agreement shall be governed by the laws of the State of Utah.

14. Attorneys Fees. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded its costs and attorneys fees.

8402 504 40 12
21 04 405 2078

15. Entire Agreement. This Agreement contains the entire agreement and understanding by and between Nielson and Client with respect to the retainment of Nielson, and no representations, promises, agreements or understandings, either written or oral, not contained herein shall be of any force or effect. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the party intended to be bound. No waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

Date: March 5, 1996

R.T. NIELSON COMPANY

By: Ronald T. Nielson

Its: President

Date: 3/5/96

Merrill Cook
Merrill Cook, both personally and as
a Representative of the Merrill Cook
for Congress Committee

EXHIBIT 6

21.04.405.2080

MERRILL COOK INVOICES

INVOICE #96118

3/4/96

**CONVENTION MANAGEMENT--INCLUDES STRATEGY,
MANAGEMENT, OFFICE SPACE RENTAL, EQUIPMENT
RENTAL, STAFFING**

RN0447

21.04.405.2081

EXHIBIT 7

21.04.405.600

TO: Dave Irvine
FROM: Ron Nielson
DATE: January 25, 1997
RE: Invoice number 96199

Dave,

We noticed in various news reports that you have made an error on invoice number 96199. This invoice is not for a bonus but is for general consulting services---this would include room rental, equipment and payment of Cook campaign staffers etc.

Merrill had asked us to split invoice # 96182 into invoices #96200 and #96199. Invoice # 96199 has been paid. On invoice # 96200 we have received a check for \$8,000.

Thank you

*Note - you - (Cook) never paid for
the P.O. Box — — Invoice # 96212*

21-04-405-2083

EXHIBIT 8

21-04-405-2084

RT NIELSON C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

Invoice

DATE	INVOICE
------	---------

3/4/96

96118

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111

DESCRIPTION	AMOUNT
CONVENTION MANAGEMENT INCLUDING OFFICE EQUIPMENT & ROOM USAGE	40,000.00
<p><i>paid 8,000.00 3/5/96</i> <i>chk # 2</i></p> <p><i>paid 4,000.00 3/13/96</i> <i>chk # 103</i></p> <p><i>paid 4,000.00 3/19/96</i> <i>chk # 104</i></p> <p><i>paid 4,000.00 4/1/96</i> <i>chk # 105</i></p> <p><i>paid 4,000.00 4/1/96</i> <i>chk # 106</i></p> <p><i>4/29 4/30 5/2</i></p> <p><i>2,000.00</i> <i>5,000.00</i> <i>1,000.00</i> <i>40,000.00</i></p> <p>COPY</p>	
Thank you for your business.	TOTAL \$40,000.00

5802-504-40-12

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

Invoice

DATE	INVOICE
------	---------

5/10/96

96148

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION	AMOUNT
CONSULTING FEE---PAYMENT DUE 5/13/96 1086	8,333.33
<div>PAID 5/13/96 81333.00 ck</div>	
Thank you for your business.	TOTAL \$8,333.33

21.04.405.2086



P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

Invoice

DATE	INVOICE
------	---------

5/15/96 96150

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION	AMOUNT
CONSULTING FEE----WEEK 2 OF 6 PAYMENT DUE MAY 20, 1996	8,333.33
<div>PAID OK-140 \$ 5/20/96</div>	
Thank you for your business.	TOTAL \$8,333.33

23.04.405.2087

Invoice

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

DATE | INVOICE

5/21/96 96154

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION	AMOUNT
Consulting Fee---3rd Payment--Due 5/27/96	8,333.33
Thank you for your business.	
TOTAL	\$8,333.33

*paid
ck 163
5/31/96*

21.04.105.2038

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

Invoice

DATE	INVOICE
------	---------

5/31/96	96162
---------	-------

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION	AMOUNT
CONSULTING FEE--4TH PAYMENT- OUT OF 6---DUE 6/3/96	8,333.33
Paid CK 167 6/7/96	
Thank you for your business.	TOTAL 8,333.33

21-04-405-2089

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

Invoice

DATE	INVOICE
------	---------

6/7/96	96166
--------	-------

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION		AMOUNT
CONSULTING FEE--5TH PAYMENT OUR OF 6 DUE MONDAY---JUNE 10, 1996		8,333.33
Please remit to above address.		
TOTAL		\$8,333.33

21-04-405-2090

Invoice

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

DATE	INVOICE
------	---------

6/18/96	96168
---------	-------

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION		AMOUNT
CONSULTING FEE----6TH PAYMENT OUT OF 6		8,333.33
Thank you for your business.		TOTAL \$8,333.33

21.04.405.2091

Invoice

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

DATE | INVOICE

7/29/96 96200

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION	AMOUNT
CONSULTING FEE FOR GENERAL ELECTION	100,000.00
10/29 - #263 Paid 8,000.00	
Thank you for your business.	TOTAL \$100,000.00

21.04.405.2092

EXHIBIT 9

21-014-405-2093

Invoice

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

DATE INVOICE

7/29/96 96199

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

"REVISED" DOCUMENT
PROVIDED BY ROW
NIELSON ON
1/25/97

DESCRIPTION	AMOUNT
GENERAL CONSULTING SERVICES	50,000.00
PAID	
9/5 Ck #212	8,000.00
9/17 215	5,000.00
9/18 216	5,000.00
9/20	2,500.00
10/2 227	8,000.00
10/7 232	8,000.00
10/15 246	8,000.00
10/22	5,500.00
PAID	
Thank you for your business.	TOTAL \$50,000.00

21-04-40-12 4602-504-40-12

EXHIBIT 10

21-04-405-2095

R. T. NIELSON CO.
P.O. BOX 11481
SALT LAKE CITY, UT 84147
801-359-1345

DATE INVOICE NO.
3/22/96 96131

BILL TO
MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111

DESCRIPTION	AMOUNT
POSTAGE -----3/18	400.00
ENVELOPES-----3/18	72.17
AVERY LABELS----6 X 10.99 & TAX	69.97
POSTCARD---INVITATION---300	125.00
POSTCARD POSTAGE--300 X .20	60.00
INK JET CARTRIDGES	59.41
POSTAGE FOR MAILING LETTER, PACKETS, ETC.	1,400.00
COPIES-----4,700 X .05 =	235.00

3/26/96

Thank you for your business.

Total

\$2,421.55

21-04-405-2096

MERRILL COOK INVOICES

CONVENTION

INVOICE # 96131

3/22/96

POSTCARDS

IN HOUSE CREATION

COPIES

CHARGED 4,700 X .05 = \$235.00

IN HOUSE PRODUCTION

RN0468

21.04.405.2097

Invoice

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

DATE INVOICE

4/10/96 96136

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111

DESCRIPTION	AMOUNT
STATIONARY FOR SNELGROVE LETTER	150.00
POSTAGE CAMILLE & COOK ADDITIONAL LETTERS 104 x .32	33.28
POSTAGE SNELGROVE LETTER 750 X .32	240.00
<div>PAID CB 119 4/15/96</div>	
Thank you for your business.	TOTAL \$423.28

21.04.405.2093

MERRILL COOK INVOICES

INVOICE # 96136

4/10/96

STATIONARY FOR SNELGROVE LETTER DONE IN HOUSE

RN0491

21-04-405-2099

Invoice

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

DATE	INVOICE
------	---------

5/3/96

96142

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111

DESCRIPTION	AMOUNT
POLL-----	1,000.00
MISCELLANEOUS OFFICE SUPPLIES	348.35
HOLDIAY PC PRINTING	675.00
CELULAR PHONE--KEVIN & KELLY --3 MONTHS WORTH	371.74
POSTCARDS---PRINTING/FAX/COPIES OF ARTICLE	312.00
GAS-----	140.00
ENLARGEMENTS	825.00
COPIES ---9,000 @ .05	450.00
CAUCUS PRINTING	285.00
<div>Thank you for your business.</div> <div>TOTAL</div>	
\$4,407.09	

*paid
5/6/96
AK #32*

MERRILL COOK INVOICES

INVOICE #96142

5/3/96

PRINTING, ENLARGEMENTS

IN HOUSE CREATION, PRODUCTION, ETC.

GAS

CHARGED \$140.00

BILLS \$109.51

**ENCLUDES HIGH SCHOOL RENTAL, PERSONAL
CAR USE BY RON, KELLY, KEVIN TO TAKE
ROOT BEER.**

CELL PHONE

CHARGED \$371.74

BILLS \$420.65

UNDERBILLED

DOES NOT INCLUDE ANY CHARGE FOR RON'S PHONE

RN0522

21-04-405-2101

5/3/96

96143

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111

T-SHIRTS & DISPLAY-----1ST ORDER	2,498.00
HATS--	320.00
BUTTONS--1ST ORDER	512.00
BUTTONS---3RD ORDER INCREASE	925.00
FLAG PURCHASE	617.00
FLAG POLES/PODIUM, ETC	515.00
SIGNS	925.00
TABLE/CHAIRS/HELIUM/TABLECOTHS	265.00
CELLULAR PHONE RENTAL/TIME	300.00
MISC. SUPPLIES/CLIPBOARDS/TAPE,ETC.	175.00

PRICES INCLUDE SALES TAX

*paid
5/6/96
CK #132*

Thank you for your business.

\$7,052.00

21.04.405.2102

MERRILL COOK INVOICES

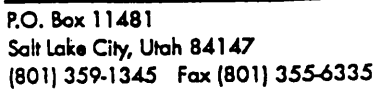
INVOICE # 96143

5/3/96

PRICES INCLUDES IN HOUSE CREATION AND PRODUCTION
AS WELL AS RENTAL TO THE COOK CAMPAIGN.

RN0554

21-04-405-2103



DATE	INVOICE
------	---------

6/24/96

96170

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

[illegible]

MERRILL COOK INVOICES

PRIMARY

INVOICE # 96170

5/24/96

POLLING DISK

CHARGE \$30.50

BILL \$25.00

DIFFERENCE-TIME SPENT IN GETTING DISK, PRIVATE
VEHICLE USE.

SCAN/FILM

IN HOUSE

POSTAGE ON METER

RN0299

21.04.405.2105

EXHIBIT 11

21.04.405.2106

Invoice

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

DATE | INVOICE

6/24/96 96170

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION

AMOUNT

POSTAGE
POLLING LIST/DISK
FLYER,SCANS, POSTCARD FILM

67.45
30.50
208.00

Thank you for your business.

TOTAL

\$305.95

21-074-405-2107

MERRILL COOK INVOICES

PRIMARY

INVOICE # 96170

5/24/96

POLLING DISK

CHARGE \$30.50

BILL \$25.00

DIFFERENCE-TIME SPENT IN GETTING DISK, PRIVATE
VEHICLE USE.

SCAN/FILM

IN HOUSE

POSTAGE ON METER

RN0299

21-04-405-2108

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

Invoice

DATE	INVOICE
------	---------

6/24/96

96171

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION	AMOUNT
FOOD, ETC. FOR RALLY-----JUNE 21, 1996	579.00
<div>PAID 187 6/21/96</div>	
Thank you for your business.	TOTAL \$579.00

21.04.405.2109

MERRILL COOK INVOICES

PRIMARY

96171 6/24/96

FOOD FOR RALLY

CHARGED \$579.00

BILLS \$449.07

DIFFERENCE--TIME SPENT IN PROCURING SUPPLIES, SET UP
AND PERSONAL VEHICLE USE.

21-04-405-2110



P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

Invoice

DATE	INVOICE
------	---------

7/29/96	96184
---------	-------

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION	AMOUNT
POSTAGE-THRU 7/29/96	327.70
PRINTING	669.79
LUNCH MEETINGS	117.21
CATERING FOR COOK PARTY	200.00
INFORMATION/DISKS	72.80
PARADE SUPPLIES	450.39
Paid 10/22	
Thank you for your business.	TOTAL \$1,837.89

MERRILL COOK INVOICES

GENERAL

INVOICE #96184

7/29/96

PRINTING

CHARGED \$669.79

BILLS \$252.80

DIFFERENCE-EXPENSE FOR TIME SPENT IN CREATION
PRODUCTION, ALSO IN HOUSE COPIES

POSTAGE METER

\$327.70

LUNCH

CHARGED \$117.21

BILLS \$139.59

UNDERBILLED

RN0007

21-04-405-2112



P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

Invoice

DATE	INVOICE
------	---------

10/16/96	96257
----------	-------

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

21.04.405.2113

DESCRIPTION		AMOUNT
MONIES DUE TO MAIL OUT POSTCARDS----KINKO'S		2,715.84
Please remit to above address.		
TOTAL		\$2,715.84

David
Ch 248
10/16/96

MERRILL COOK INVOICES

GENERAL

96257 10/16/96

KINKO'S MAIL OUT

CHARGED \$2,715.84

BILLS \$2,431.04

DIFFERENCE--TIME SPENT IN CREATION,
PROCUREMENT, TRYING TO GET CHECK FROM
COOK AND MAKING SURE THE PROJECT WENT
OUT AS PLANNED.

21.04.405.2114

EXHIBIT 12

21.04.405.2115

5/3/96

96143

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111

21.04.405.2112

T-SHIRTS & DISPLAY-----1ST ORDER	2,498.00
HATS--	320.00
BUTTONS--1ST ORDER	512.00
BUTTONS---3RD ORDER INCREASE	925.00
FLAG PURCHASE	617.00
FLAG POLES/PODIUM, ETC	515.00
SIGNS	925.00
TABLE/CHAIRS/HELIUM/TABLECOTHS	265.00
CELLULAR PHONE RENTAL/TIME	300.00
MISC. SUPPLIES/CLIPBOARDS/TAPE,ETC.	175.00

PRICES INCLUDE SALES TAX

*paid
5/6/96
ck #132*

Thank you for your business.

\$7,052.00

EXHIBIT 13

21-04-405-2117

Invoice

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

DATE | INVOICE

7/29/96 96199

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION	AMOUNT
BONUS FOR PRIMARY ELECTION	50,000.00
<p><i>paid \$8,000.00</i></p> <p><i>9/5 212</i> <i>9/17 50,000.</i> <i>9/18 5,000.</i> <i>9/20 2,500.</i> <i>10/17 3,000.00</i> <i>10/15 232-8,000.</i> <i>10/22 246 8,000.</i> <i>10/22 5,500.</i></p> <p><i>#215</i> <i>#216</i> <i>#227</i></p>	
Thank you for your business.	TOTAL 50,000.00

21.04.405.2113

Invoice

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

DATE	INVOICE
------	---------

6/26/96

96172

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION	AMOUNT
CONSULTING---BONUS FOR WINNING THE PRIMARY	5,000.00
Thank you for your business.	TOTAL \$5,000.00

21.04.405.2119

0212 504 40 12

EXHIBIT 14

Invoice

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

DATE INVOICE

6/7/96

96165

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION	AMOUNT
PRINTING	
KINKO'S	8.05
CURLEY THE PRINTER--POSTCARDS--6/4	249.16
CURLEY--6/6	341.72
CURLEY--6/7	134.31
POSTAGE	305.61
Please remit to above address.	
TOTAL	
\$1,038.85	

21.04.405.2121

Invoice

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

DATE	INVOICE
------	---------

6/18/96	96169
---------	-------

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION	AMOUNT
PRINTER	334.31
POSTAGE---200 X .32	64.00
POSTAGE--500 X .20	100.00
POSTAGE METER --THRU 6/5/96	305.61
POSTAGE METER -- THRU 6/18/96	373.15
PRINTING---KINKO, ETC.	990.77
MISC. SUPPLIES FOR SIGNS	10.25
Thank you for your business.	TOTAL \$2,178.09

copy

MERRILL COOK INVOICES

PRIMARY

INVOICE #96169

6/18/96

DOUBLE BILL--POSTAGE \$305.61

MISTAKE-BILLED ON INVOICE #96165

PRINTING

INCLUDES IN HOUSE WORK

21-04-405-2123

EXHIBIT 15

4212-501-40-12

Invoice

RT NIELSON
C O M P A N Y

P.O. Box 11481
Salt Lake City, Utah 84147
(801) 359-1345 Fax (801) 355-6335

DATE INVOICE

7/29/96 96182

BILL TO:

MERRILL COOK
1800 BENEFICIAL LIFE TOWER
SALT LAKE CITY, UT 84111
ATTN: AVIS

DESCRIPTION

AMOUNT

COOK FOR CONGRESS CAMPAIGN

150,000.00

mid

*see
96199
96200*

Thank you for your business.

TOTAL

\$150,000.00

21.04.405.2125

EXHIBIT 16

21.04.1405.2226

Checks to R T Nelson

5-96	1	4,999.00
"	2	8,000.00
"	3	1,285.00
3-13-96	102	1,214.69
"	103	4,000.00
3-19-96	109	5,112.36
3-26-96	111	9,421.55
4-1-96	114	9,000.00
"	115	4,000.00
4-15-96	119	13,967.68
4-29-96	123	2,000.00
4-30-96	125	5,000.00
5-2-96	129	8,000.00
5-6-96	132	27,000.00
5-15-96	136	8,333.00
5-20-96	140	8,333.33
5-31-96	163	8,333.33
6-6-96	167	8,333.33
6-20-96	182	8,333.33
6-21-96	187	579.00
7-3-96	195	8,333.33
"	196	5,712.44
8-7-96	203	5,000.00
9-5-96	212	8,000.00
9-16-96	215	5,000.00
9-18-96	216	5,000.00
9-19-96	217	2,500.00
10-1-96	227	8,000.00

21-405-2127

21-04-405-2128

0-7-96	232	8,000.00
"	233	250.00
10-15-96	245	1,900.00
"	246	8,000.00
10-16-96	248	2,715.84
10-21-96	252	8,000.00
10-29-96	263	<u>8,000.00</u>
		229,657.21

EXHIBIT 17

21.04.405.2129



Saturday, December 21, 1996

Merrill Cook
631 16th Avenue
Salt Lake City, Utah 84103

Merrill,

Following our conversation I have been trying to come up with a variety of ways to figure a fair amount due. The following are some ideas to be used as discussion points.

Scenario #1: Assume the minimal agreement and a minimal agreement on PAC fundraising.

\$ 103,000.00 Agreement
\$ (58,000.00) Paid
\$ 54,689.54 Expenses
\$ 99,689.54 Total
\$ 16,300.00 PAC
\$ 115,989.54 Total

Scenario #2: This does not account for numerous expenses that were not recorded nor does it fully account for salaries

\$ 103,000.00 Agreement
\$ (58,000.00) Paid
\$ 54,689.54 Expenses
\$ 99,689.54 Sub Total
\$ 26,443.33 PAC
\$ 126,132.87 Total

Scenario #3: Assume the total invoice, subtracting all PAC fundraising fees.

\$ 173,132.87 Invoice
\$ (26,443.33) PAC
\$ 146,689.54 Total

Scenario #4: Assume the invoice total and deduct the disputed amount in PAC fundraising and an adjustment for inefficiency

\$ 173,132.87 Invoice
\$ (9,000.00) Adjustment
\$ (10,143.33) PAC
\$ 153,989.54 Total

Scenario #5 Assume the invoice amount, subtracting the fee for party funds raised.

\$ 173,132.87 Invoice
\$ (10,143.33) PAC
\$ 162,989.54 Total

21.04.405.2130

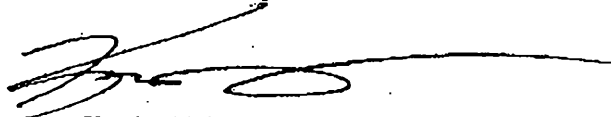
I believe these scenarios show that the debate must focus on an amount between \$116,000 and \$163,000. This is consistent with the exercise you performed that resulted in the following:

Benchmark Study			
Polling - 20 Polls		\$	30,000.00
Rent		\$	5,000.00
Salaries		\$	51,000.00
	Subtotal	\$	86,000.00
Expenses		\$	54,689.54
	Subtotal	\$	140,689.54
Amount Paid		\$	(58,000.00)
	Subtotal	\$	82,689.54
Consulting		\$	18,000.00
Fundraising		\$	16,300.00
	Total	\$	116,989.54

This amount comes from assuming you had run the campaign separately from the consultant, paying a consulting fee of \$4,000 per month plus expenses. Even by this analysis, the consulting fee is \$1000 short (19 weeks), the rent expense is greatly understated when adding equipment cost, the polling cost is at least \$7000 low and it does not include many costs that were attributed to the firm with an understanding that it was part of the umbrella agreement.

None of these scenarios note that, no matter what amount is settled on, you have received a two month loan for that amount. It also does not figure in the opportunity cost the firm lost in not having the funds on hand, the fact that funds targeted to the campaign were removed to pay for media buys or the interest expense incurred by the firm to meet payroll in the absence of funds that were due.

I hope this helps.



Kevin Walthers

cc: Ron Nielson

21-04-405-2131

21.04.405.2132

EXHIBIT 18



December 26, 1996

Merrill Cook
631 16 th Ave.
SLC, UT. 84103

Dear Merrill,

After reviewed the material that Kevin prepared and recounting the many discussions that we have had over the last few months, I felt that it would be best to simplify things. The following outlines the many concerns and issues that need to be resolved and includes my offer for a settlement. Of coarse this settlement offer is based on a continued working relationship. I hope that these matters can be resolved by the end of the year.

1. Settlement of amount left owing from the campaign- There is an amount of \$ 54,689.54 which covers various expenses and bonus amounts. However, the main point of concern is the amount owing from consulting services and PAC contributions. The campaign (you) has paid \$ 58,000 toward these services for the general election. Considering all of the many issues at hand I believe that \$100,000 for consulting and PAC fund raising for the general is a fair settlement. This would leave \$ 42,000 owing for consulting and PAC services, and \$ 54,689.54 from expenses for a total of \$ 96,689.54. This amount would only include work preformed through election day--November 5, 1996.

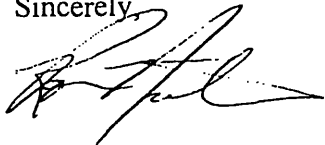
An additional point of concern is terms of payment. Lost opportunity costs and interest need to be reflected in any settlement offer. If you would like to pay the amount owing over a period of months (such as the proposal that you outlined of \$10,000 a month beginning December 31, 1996) then I think that an additional amount of \$10,000 should be added to the bill for a grand total of \$ 106,689.54.

2. Payment structure- If we agree to monthly payments for settlement of the amount left owing then I believe we should add a clause to the contract stating -----all debts owed to R.T. Nielson Co. will be satisfied first, before any and all other vendors.
3. Future work- R.T. Nielson Co. is available to provide the same type of service that we provided during the campaign. I would propose that we oversee all advertising, and handle all consulting, management, fund raising, polling and research services. Some of these services would then be subcontracted to other vendors. We could charge a flat fund raising fee of 35% for all monies received. This fee schedule would start November 6, 1996 and would cover all additional services, not including expenses.

Note- During the election year the fund-raising rate could drop to 15% and consulting, polling and other services could be billed individually at an outlined fee schedule.

I hope you will find this offer to be fair. I look forward to a long and rewarding working relationship for both of us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ron Nielson', with a stylized, flowing script.

Ron Nielson

21-04-405-2134-4312-504-40-12

21.04.405.2135

EXHIBIT 19

January 4, 1997



Merrill Cook
321 16th Ave.
Salt Lake City, UT

Dear Merrill,

Please note---

21-04-405-2136

The proposal for future work is priced at half the cost (\$16,000 a month) that we charged during the last election. --- Certain costs under this proposal would be covered by the campaign.--- It was my belief that this outline is based upon your preferences in arranging billing. I am very surprised that you find these charges to be high. It is my thinking that these prices are on the low end, considering the workload that we would be undertaking. Especially with the \$2,500 a month figure during the off year election. Our plan contained considerable amounts of preparation for your 1998 election. The \$2,500 in payment for grass roots work, polling, fund raising and subcontracting is quite low. If you intended the billing to be handled in another manner then please outline those considerations and I would be happy to prepare a new proposal. This proposal for future work is only based on my understanding of the discussions that we have had.

About the past due amounts,----- yes we do have some disagreement. However, I do not believe that it would be productive for me to contact Dave Irvine as you suggested. The best course of action is for you and me to work this out. I had thought that this matter had been resolved the other day with our meeting in your office. It has been my understanding that you have always been fully aware of the billing costs as outlined in our invoices and statements. As a matter of note the invoice for consulting services was received in your office in July, and payments have been made to us based on that invoice. As further note Avis has signed and documented receipt of all of our outstanding invoices and statements, with balances owing as recently as the middle of October.

Delaying settlement is not productive or beneficial for either of us. I suggest that we agree to terms before you leave for Washington, D.C. Monday. Enclosed you will find an addendum to our earlier agreement. As long as there is progress being made I believe we can keep this negotiation process on a positive level. However, it has been months since I have received any form of payment. I am now becoming frustrated with the situation. I hope that you will reconsider my proposal.

Sincerely,

Ron

**SETTLEMENT AGREEMENT AND
AGREEMENT FOR SERVICES**

THIS SETTLEMENT AGREEMENT AND AGREEMENT FOR SERVICES is entered this ____ day of January, 1997, by and between R.T. NIELSON COMPANY ("NIELSON") and the MERRILL COOK FOR CONGRESS COMMITTEE and MERRILL COOK personally (hereinafter collectively referred to as "COOK").

WHEREAS, COOK owes NIELSON the amount of \$173,132.97 for past services rendered; and

WHEREAS, the parties are desirous of settling any and all claims between them; and

WHEREAS, the parties are desirous of entering into an agreement to provide future services.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NIELSON and COOK agree and hereby release, represent and covenant as follows:

1(A). COOK shall pay to NIELSON the sum of \$106,689.54 as follows: \$20,000 by January 15, 1997 and a minimum of \$10,000 per month on the 15th day of each month thereafter until paid in full.

(B). If any monies are raised by COOK'S fundraising efforts, these monies shall first be used to satisfy any debts then owing to NIELSON, whether arising out of this Agreement or otherwise, before they can be used to pay any other vendor or individual. These monies shall be in addition to and above and beyond the payment set forth in Paragraph 1(A) above.

(C). COOK shall pay NIELSON 15% of all monies collected by fundraising or other means, regardless of the source, beginning November 6, 1996 *and shall extend for a period of four months after the general election date in 1999*

(D). COOK shall pay NIELSON \$2,500 per month for consulting services beginning November 5, 1996 and ending December 31, 1997, which amounts for November 1996, December 1996 and January 1997 have not yet been paid and are still owing. COOK shall then pay NIELSON \$16,000 per month beginning January 1, 1998 and ending November 30, 1998. "Consulting services" are defined as strategic advice planning, management and polling, as needed in NIELSON'S sole discretion. "Consulting services" does not include voter identification or GOTV phoning. COOK shall pay directly for all day to day staffers and a full-time campaign office.

4312 504 40 12

(E). COOK shall pay NIELSON a bonus in the amount of \$25,000 if COOK is successful in winning re-election to the United States House of Representatives in the 1998 general election.

(F). If for any reason COOK does not become a candidate for re-election to the United States House of Representatives for the 1998 general election, ceases to be a United States Congressman prior to the 1998 general election or otherwise terminates NIELSON'S services under this Agreement at any time and for any reason, COOK shall pay NIELSON the original amount owing of \$-173,132.87, minus any payments already made under Paragraph 1(A).

(G). All terms of the Services Agreement dated March 5, 1996, attached hereto, which are not inconsistent with any term herein shall remain in full force and effect through the 1998 general election.

2. NIELSON hereby releases, acquits and forever discharges COOK of and from any and all actions, causes of action, demands, claims for damages, loss of income, loss of services and affection, expenses, attorneys fees and compensation for any claim whatsoever, whether previously known, asserted or otherwise, which relate directly to or indirectly to, arises from or is based in whole or in part on any services rendered or to have been rendered in connection with the Services Agreement dated March 5, 1996.

3. COOK hereby releases, acquits and forever discharges NIELSON of and from any and all actions, causes of action, demands, claims for damages, loss of income, loss of services and affection, expenses, attorneys fees and compensation for any claim whatsoever, whether previously known, asserted or otherwise, which relate directly to or indirectly to, arises from or is based in whole or in part on any services rendered or to have been rendered in connection with the Services Agreement dated March 5, 1996.

4. It is fully understood that if any facts concerning the claims of damages arising out of or relating to the subject claims should hereinafter be found to be different or other than the facts now believed to be true, NIELSON and COOK expressly accept and assume all the risks of all such possible differences of facts and agree that this Agreement shall be and will remain in effect notwithstanding such differences of facts.

5. NIELSON and COOK state that the foregoing Agreement has been read carefully and the contents therein are known and understood, and that this document has been signed as an act of free will with the opportunity to seek the advice of counsel and with the intention to be legally bound thereby.

6. If any party is required to bring or maintain any action in law or equity to enforce any provision of this Agreement, then the prevailing party to that litigation shall be entitled to its costs and attorneys fees incurred as a result of that litigation.

R.T. NIELSON COMPANY

Date _____

Ronald T. Nielson

Date _____

Merrill Cook, individually and on
behalf of the Cook for Congress
Committee

21.04.405.2139

EXHIBIT 20

21-04-405-2140



January 16, 1997

Avis Lewis, Treasurer
Cook for Congress
1800 Beneficial Life
Salt Lake City, Utah 84111

Dear Avis,

I know how hard you have worked on preparing the FEC reports. However, after reviewing Merrill's most recent FEC filing, I am concerned that the debt owing the RTNielson Company is not properly reported. We have invoiced the campaign for \$173,132.87 but only \$40,000 has been reported as being outstanding. I believe that I have an obligation to notify you of this error.

Please make this correction. If you have any questions please contact Darleen at our office, if I am not available.

Sincerely,

Ronald T. Nielson

EXHIBIT 21

2412.504.40.12

21.04.405.2143

CRAIG C. COBURN [A0688]
P. KEITH NELSON [A2391]
RICHARDS, BRANDT, MILLER & NELSON
Attorneys for PLAINTIFF
Key Bank Tower, Seventh Floor
50 South Main Street
P.O. Box 2465
Salt Lake City, Utah 84110-2465
Telephone: (801) 531-2000
Fax No.: (801) 532-5506

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

R.T. NIELSON COMPANY, a Utah
corporation,

Plaintiff,

vs.

MERRILL COOK FOR CONGRESS
COMMITTEE, a Federal Election
campaign Committee, and MERRILL
COOK, an individual,

Defendants.

**STIPULATED DISMISSAL
WITHOUT PREJUDICE**

Civil No. 970900577 CN

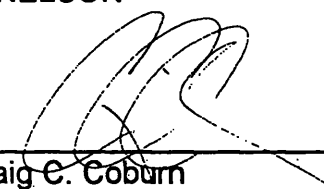
Judge William A. Thorne

Plaintiff R.T. NIELSON CO. and defendants MERRILL COOK and the
MERRILL COOK FOR CONGRESS COMMITTEE, by and through their respective
counsel of record and pursuant to Rule 41(a), Utah Rules of Civil Procedure, hereby

stipulate to the dismissal of plaintiff's complaint and this matter without prejudice, each party to bear their respective costs and attorneys fees.

DATED this 12 day of February, 1997.

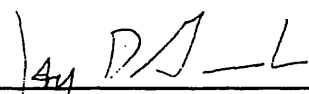
RICHARDS, BRANDT, MILLER
& NELSON



Craig C. Coburn
P. Keith Nelson
Attorneys for Plaintiff

DATED this 12 day of February, 1997.

BERMAN, GAUFIN, TOMSIC
& SAVAGE



Daniel L. Berman
Jay D. Gurmankin
Attorneys for Defendants

139463