FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

THIS IS THE BEGINNING OF MUR # 4639

DATE FILMED 1-12 98 CAMERA NO. 2

CAMERAMAN E.S.

20043853238

Minnesota

OFFICE OF LAWYERS PROFESSIONAL RESPONSIBILITY

COMPLAINT FORM

Complainant's Name: Robert J Ferderer

Address: 1586 Blackhawk Hills Rd

City, State, Zip Code: Eagan MN 55122

Telephone: Home:

Name of Lawyer: Andy Larson

Address: 31 N Superior St #402

City, State, Zip Code: Duluth MN 55802

Telephone: 218-726-1012

Complaint (Please state what the lawyer did or failed to do which you feel is unethical. Please also send copies of any documents which would help explain or support your complaint.):

I dedicated sixty days of service to the losing congressional campaign of Andy Larson. Andy Larson did not communicate any concerns or displeasure about my role in the course of our dealings. He never communicated a desire to alter or extricate himself from our relationship, once it was clear that his political quest was fruitless and not generating political or financial support.

The attached documents lay out the events that transpired in my dealing with Andy Larson. 1. R. Ferderer letter and receipts invoicing Andy Larson. 2. A complaint filed in conciliation court. 3. An agreement prepared by Andy Larson and provided to me prior a court hearing to offset a supeona. 4. Andy Larson's response noting as a defense congressional committee responsibility. 5. The courts dismissal of my action and attached memorandum. 6. R. Ferderer letter to Andy Larson apprising him of this action.

A lawyer's conduct should conform to the requirements of the law and the tenants of his profession. When a lawyer chooses to play out his dream (no matter what domain or marketplace) he should not be allowed to use his training to commit fraudulent acts and to use legal nuances to deceive someone participating in a confidential relationship and acting in his behalf.

Andy Larson used his legal knowledge, experience, skill and connections to avoid his obligation to me. He participated, engineered and entered into an agreement that he never intended to keep. He, in fact, intended to use federal campaign law as a safety net and as subterfuge to avoid an obligation to me. Subsequently, he did not report his obligation on federal report forms. Andy Larson acted to commit fraud, neglected and ignored his obligation to me and the federal government.

As of the writing of this complaint Andy Larson is in violation of federal law and has not complied with reporting requirements and obligations details, even though he has been put on notice and has incurred a civil violation. I believe he has further intended to violate federal law by not listing an indebtedness on his reports to the Federal Election Commission.

On one hand and in court, he used the federal election law as a defense and as justification for not paying me. On the other hand he violates federal law by not following through with its requirements and by not accurately reporting an indebtedness that is in fact owed to me.

The St. Louis County Conciliation Court dismissed my action against Andy Larson because of the federal law defense.

Andy Larson, in front of the judge, promised to pay me the expense portion of his invoice as soon as his treasurer returned to town. This was reiterated outside of the courtroom and in front of a witness. He also indicated that he would send compensation. He has done nothing. He lied in front of a judge and a witness and continues to follow what I consider to be a pathological approach to meeting his responsibility. This man is not professionally and personally functional. His personal conduct is not efficacious with the principles of his profession. At the very least he should be tested and deemed psychologically and morally fit to practice law.

... United States Federal Election Commission

(If you need more pages, please attach them.)

Signature of Complainant: [signature] Date: 4/25/97

BOB FERDERER
1586 BLACKHAWK HILLS ROAD
EAGAN MN 55122

I dedicated sixty days of service to the losing congressional campaign of Andy Larson. Andy Larson did not communicate any concerns or displeasure about my role in the course of our dealings. He never communicated a desire to alter or extricate himself from out relationship, once it was clear that his political quest was fruitless and not generating political or financial support.

The attached documents lay out the events that transpired in my dealing with Andy Larson. 1. R. Ferderer letter and receipts invoicing Andy Larson. 2. A complaint filed in conciliation court. 3. An agreement prepared by Andy Larson and provided to me prior a court hearing to offset a supeona. 4. Andy Larson's response noting as a defense congressional committee responsibility. 5. The courts dismissal of my action and attached memorandum. 6. R. Ferderer letter to Andy Larson apprising him of this action.

A lawyer's conduct should conform to the requirements of the law and the tenants of his profession. When a lawyer chooses to play out his dream (no matter what domain or marketplace) he should not be allowed to use his training to commit fraudulent acts and to use legal nuances to deceive someone participating in a confidential relationship and acting in his behalf.

Andy Larson used his legal knowledge, experience, skill and connections to avoid his obligation to me. He participated, engineered and entered into an agreement that he never intended to keep. He, in fact, intended to use federal campaign law as a safety net and as subterfuge to avoid an obligation to me. Subsequently, he did not report his obligation on federal report forms. Andy Larson acted to commit fraud, neglected and ignored his obligation to me and the federal government.

As of the writing of this complaint Andy Larson is in violation of federal law and has not complied with reporting requirements and obligatory details, even though he has been put on notice and has incurred a civil violation. I believe he has further intended to violate federal law by not listing an indebtedness on his reports to the Federal Election Commission.

On one hand and in court, he used the federal election law as a defense and as justification for not paying me. On the other hand he violates federal law by not following through with its requirements and by not accurately reporting an indebtedness that is in fact owed to me.

The St. Louis County Conciliation Court dismissed my action against Andy Larson because of the federal law defense.

Andy Larson, in front of the judge, promised to pay me the expense portion of my invoice as soon as his treasurer returned to town. This was reiterated outside of the courtroom and in front of a witness. He also indicated that he would send compensation. He has done nothing. He lied in front of a judge and a witness and continues to follow, what I consider to be, a pathological approach to meeting his responsibility. This man is not professionally and personally functional. His personal conduct is not efficacious with the principles of his profession. At the very least he should be tested and deemed psychologically and morally fit to practice law.

cc: United States Federal Election Commission

BOB FERDERER
1586 BLACKHAWK HILLS ROAD
EAGAN MN 55122

14044853290

November 5, 1996

Andy Larson
Andy Larson for Congress
Larson, Huseby, Brodin and McManus
5 N 4th Ave W
Duluth, MN 55802

Dear Andy

Our political journey is without closure and I am disappointed about the lack of personal connection between us during a time when all out activity was essential. Please recall that my role grew from your call to me following my letter of August 30, 1996. The fact is, I wanted you to win and my commitment was sincere.

Enclosed is an invoice for my services. Five thousand dollars was our agreed to fee for the period that included the months of September and October. I signed an agreement, prepared by you, in your presence, on September 26, 1996. I requested a copy of the agreement and I never received one. Please recall that the fee emanated from discussions with George Cable on September 12, 1996.

The second series of charges listed in the invoice are for my out of pocket costs, most of which were initiated from Duluth. My total out of pocket expenses are $478.62. These costs are paid from personal (family) funds and they are not a contribution. I must recover them. I have not included expenses incurred for, and prior to, the Cable meeting. This was travel for our first meeting in Hinkley on September 5, 1996, a meeting with the Minnesota Demographer and a Victory 96 meeting at Republican headquarters on September 3, 1996.

I realize that your campaign did not attract the funding needed to satisfy its plans and commitments, however, I do expect to be compensated for the time and energy dedicated in your behalf. You can determine the amount you feel appropriate for my service. Please remember that human energy (mental, physical, emotional) was a part of my engagement and even though it is an intangible component it should not be ignored or dismissed.

Please also take note that my invoice for $117.60, submitted to you and dated October 15, 1996, has not been paid. My total out of pocket expenses, as specified on the invoices, is $596.22. The attached invoices are for all referenced expenses incurred to date. I expect that you will pay these obligations by November 15, 1996.

Sincerely,

Robert J. Ferderer

C00485324

INVOICE

DATE:
November 5, 1996

PROVIDER:
Robert J. Ferderer
1586 Blackhawk Hills Road
Eagan, MN 55122

CLIENT
ANDY LARSON FOR CONGRESS - POLITICAL CAMPAIGN

SERVICE:
Consultant fee - $5000

RELATED CAMPAIGN EXPENSES
Duluth 9/19 - 9/20/96
Meals, $10
Miles - 363

Cambrige and other stops 9/24/96
Miles - 168
Phone - $2.00

Ruth McNay (Jude) 9/25/96
Miles - 30

To Duluth 9/26/96
Miles - 175

To St. Paul 9/30/96
Miles - 170

OEI (PAC Mailing) 10/1/96
Miles - 70

OEI 10/2/96
Miles - 40

OEI 10/3/96
Miles - 50

OEI 10/4/96
Miles - 40
Parking - $7.00 (Meeting with GOP)

OEI 10/7/96
Miles - 70

) 80438532922

OEI 10/8/96
Miles - 45

OEI and Secretary of State 10/11/96
Miles - 60

OEI, Republican Party and Secretary of State 10/14/96
Miles - 65
Parking - $1.00

U.S. Post Office 10/21/96
Postage - $3.20

Insty Prints 11/4/96
Faxes - $10.65

SUMMARY:
Miles - 1346x.31 =417.26
Phone - $27.51(see receipt) +$2.00 = $29.51
Meals - $10.00
Park -$8.00
Postage - $3.20
Faxes - $10.65

TOTAL RELATED EXPENSES = $478.62

2043853202

INVOICE

DATE

October 15, 1996

PROVIDER

Robert J. Ferderer
1586 Blackhawk Hills Road
Eagan, MN 55122

SUBJECT

LARSON CAMPAIGN FOR CONGRESS

SERVICE

Andy Larson advanced to RJF $500 on 9/30/96 for a series of fund raising tasks.

The proceeds were spent as follows:

10/4/96 - Herwig copies and miscellaneous faxes - $38.66
10/4/96 - PAC Mailing preparation (data input, copies, folding, stuffing and mailing prep) - $256.25 A. Larson has receipt.
10/7/96 - PAC Mailing preparation (same as above) - $258
10/7/96 - Postage for PAC mailing - $128

New Expenses:
10/14/96 - PAC Mailing preparation (OEI) - $108
10/15/96 - Postage - $9.60

Advance $500

Total Expenses - $798.51
Total advance and paid expenses - $680.91

Due Robert Ferderer - $117.60 (services on 10/14/96 and 10/15/96)

Thank You and God Bless the Campaign

Robert Ferderer
1586 Blackhawk Hills Rd.
Eagan, MN 55122

80438532994

12/94

Cindy Lauer

Sept. 7
APCO

$7.00

Receipt sent to Al

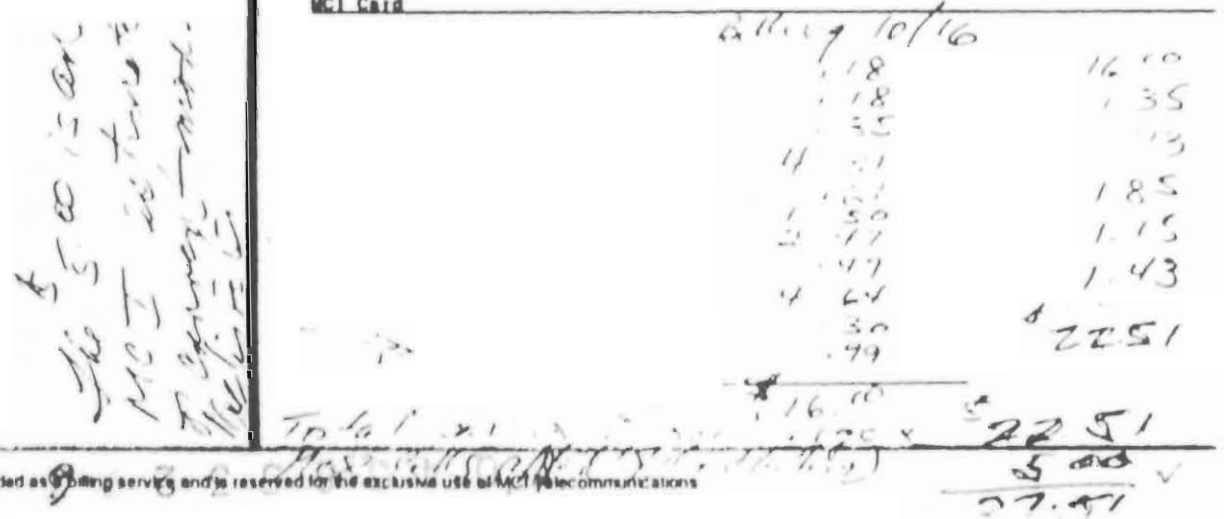
Aug 94 $3.20

MCI

For questions, call 1 800 469 3516

ROBERT J FERDERER
Bill Date Oct 16, 1996

MCI Card



This entire page is provided as a billing service and is reserved for the exclusive use of MCI Telecommunications

INSTY-PRINTS®
BUSINESS PRINTING SERVICES

Yankee Sq. Shopping Center
1468 Yankee Doodle Rd.
Eagan, MN 55121
Phone (612) 688-3385
Fax/BBS (612) 688-3246

Invoice

No. **409**

Date 11/4/96

Customer PO #

SOLD TO

Robert J. Ferderer Sr.
1586 Blackhawk Hills Rd.
Eagan, MN 55122
683-0467

QUANTITY	DESCRIPTION	AMOUNT
8	10/18/96 Fax,	8.00
2	10/31/96 Fax,	2.00

PAID

Sales Rep: Jan

Notification: none
Wanted: Fri 10/25
10/18/96 Fax

SUB	10.00
TAX	0.65
SHIPPING	
TOTAL	10.65

RECEIVED BY:

TERMS: NET 10

X _____

Invoice not paid when due are subject to a late charge of 1.5% per month, 18% per annum or the highest rate permitted by law. Minimum finance charge of $5.00 per month.

Please pay from this invoice!

INSTY-PRINTS offers...

1-2-3-4 color printing • Business stationery • Desktop publishing
Digital input/output • Newsletters • Color copies • Electronic bulletin board
Manuals • High speed copying • Full design and graphics • Fast, friendly service • Brochures

UCF 8 (SCAO 8/94) Statement / Summons

State of Minnesota — Conciliation Court

County: St Louis

Judicial District: 6th — Case No.: [illegible]

Plaintiff #1	Plaintiff #2
Name and Address: Robert J Fondrey 1516 Blacklock Hills Rd Cloquet MN 55720	Name and Address: ZIP

vs

Defendant #1	Defendant #2
Name and Address: Andy Larson 5 N. 1st Ave W Duluth MN 55802	Name and Address: ZIP

Name Robert J Fondrey Title Plaintiff

being duly sworn says that: ~~s/he~~ is the above named plaintiff/~~plaintiff's attorney~~; each defendant listed above is at least 18 years old; is not now in the Military Services; defendant #1 is a resident of St Louis County, State of MN; defendant #2 is a resident of NH County, State of NH; and alleges that the defendant(s) is (are) indebted to the plaintiff(s) in the amount of $ 5596.22 plus $ 30 filing fee, totaling $ 5626.22 plus disbursements, by reason of the following FACTS:

STATEMENT OF CLAIM

Andy Larson contacted me pursuant to my letter of August 30 1996 and asked me to meet with him to discuss running his campaign for congress I attended a meeting for him on 9/3/95 and then met with him to discuss the effort on 9/5/96 He asked me to meet George Cables, his district chairperson I did on 9/12/96 We discussed a fee for service of $5000 George indicated that this request was fair This was confirmed by Larson and I was asked to travel to Duluth on 9/19/96 and 9/20/96 I returned to Duluth, reviewed a hand written agreement and subsequently signed a typed agreement, provided by Larson on 9/26/96 He was asked to send me a copy and never did He should be asked to provide the court with a copy I have billed Larson for expenses and a fee He has ignored his responsibility to acknowledge his indebtedness to me and he has not responded to my invoices Enclosed are documents and records that prove my diligence to resolve the issue and to specify my charges and subsequent losses Receipts have been provided to the Larson For Congress Treasurer according to law These charges represent 19 days of activity but do not include drive time, writing, coordination time, telephone conversations and related facilitation activities and time Larson supported and committed to my role in a personal context because he considered his effort a preparatory effort for 1998

SHIRLEY H OLSON
NOTARY PUBLIC—MINNESOTA
DAKOTA COUNTY
My Comm. Expires JAN 31, 2000

SUBSCRIBED AND SWORN TO BEFORE ME ON
DATE
NOTARY PUBLIC

SIGNATURE
TELEPHONE

THE STATE OF MINNESOTA TO THE ABOVE NAMED PLAINTIFF

SUMMONS NOTICE OF HEARING

YOU ARE HEREBY SUMMONED to appear at the hearing of the above entitled case at 1:30 p.m. on March 3, 1997 at Conciliation Court, 1st Flr. Ct.Rm.1, CourtHouse, Duluth

Time / Date / Place

Dated: 12-23-96 **Court Administrator/Deputy:** Gloria F. Dethaet / K. Carlson

NOTICE OF SETTLEMENT

The above entitled case having been settled, the same may be and hereby is dismissed with my consent.

DATE

PLAINTIFF'S SIGNATURE

PLAINTIFF'S COPY - READ REVERSE SIDE FOR IMPORTANT INSTRUCTIONS

3

MEMORANDUM OF AGREEMENT

This agreement made this _____ day of September 1996 by and between Robert J. Ferderer of 1586 Blackhawk Hills Road, Eagan, Minnesota, 55122 herein after referred to as the Campaign Manager and the Andy Larson for Congress Committee; hereinafter referred to as the Committee, as follows, to wit:

1. The Campaign manager shall consult with and advise the Candidate from time to time as needed.

2. The Campaign Manager shall motivate and coordinate volunteers in the BPOU's that make up the eighth Congressional District.

3. The Campaign Manager shall obtain cooperation with and coordinate the Campaign activities of the other Republican political candidates and the Minnesota Republican Party who are seeking votes within or including the eighth Congressional district.

4. The Campaign Manager shall advise and assist the volunteers in planning, fundraising, special events, media events, etc.

5. The Campaign Manager shall strive to achieve cooperation and support of the various levels of party activity, contact special interest groups, elected Republican office holder, etc.

6. The Campaign Manager shall perform such other functions as become necessary from day to day to achieve victory in November.

7. The committee shall obtain volunteers, an intern, or a paid staff person to manage the office, handle to routine correspondence, maintain schedule of events for the Candidate and perform such other duties as the Campaign Manager or the Committee shall require from time to time.

8. The term of this agreement shall begin with the signing of this agreement and continue beyond the general election until the Campaign is finally concluded.

9. All reasonable expenses of the Campaign Manager shall be reimbursed to him upon submission of such documentation as the treasurer shall require subject to the availability of sufficient funds.

10. Upon termination of this agreement the Campaign Manager shall be paid a fee of $5,000.00.

This agreement is signed by the parties at Duluth Minnesota upon the date first written above.

ANDY LARSON FOR CONGRESS COMMITTEE

by _____
George Cable, Chairman

by _____
Susan Coen, Treasurer

_____
Robert J. Ferderer, Campaign Manager

8043853298

4

This memorandum, dated March 4,1997, is my answer to an Andy Larson's response to the court, received on 3/27/97, for a claim filed by Robert Ferderer in the Conciliation Court of St Louis County, Case # S2-96-602051 (?)

Ethical principle supports my contention that this claim that should be paid because it is a debt that is owed by Andy Larson The plaintiff (Ferderer) has exercised every reasonable attempt to satisfy the claim in a conciliatory manner, without dispute, having diligently communicated and provided proper billing to the defendant

The enclosures with this response, in reverse order, are for factual consideration in this case and refute the denials of Andy Larson in my claim for $5626 22

Exhibit1, Andy Larson's response received on 2 27/97 exhibit 2, Ferderer's correspondence and invoices dated 11/5/96 exhibit3, agreement for services signed by Ferderer on 9/26/96 exhibit4, conciliation court claim exhibit 5, Ferderer's response to Andy Larson's refutation

In my correspondence dated November 5,1996, I billed Andy Larson for fee and expenses and provided receipts Further, I offered that he could pay me for whatever value he wanted to assign to my time and effort I did so recognizing that his campaign did not achieve support and that he had limited resources

He is not truthful in saying that all expenses have been paid My letter and invoices of 11 5/96 have never been acknowledged or paid and have in fact precipitated this action and wasted our time and energy Some expenses were paid but not the final submissions (see Ferderer letter of 11/5/96) as I specified in my complaint

If there is a question as to the truth of Larson's contention, I urge the court to subpoena his campaign records and for him to produce checks which verify his payment to Ferderer for the invoices in question

This action has been brought to the conciliation system within district court because it is my hope, that, conciliation court, is a court of common sense and a court that seeks to provide justice when the intentions of parties in small claims are in question I also hope that it is a court sensitive to the disparity of knowledge and the nuances of procedural issues in a legal dispute

I am open to the court's judgment and determination as to what constitutes fair compensation in this case My hope is that the court will rule in my behalf and provide compliance by a date certain

0043853300

Andy Larson called me and we began discussing our relationship on September 5,1996. This meeting was followed by trips, at Andy Larson's request, to Duluth on September 19 and 26, 1996. He paid for lodging at the Radisson Hotel.

Campaign law was not crafted to allow candidates to shield themselves from personal ethical responsibility. Larson knew and expressed to me that his committee was unable to perform and support his effort. He needed immediate resuscitation and I was there and available to help him. He dealt with me unilaterally because his support group did not have the capacity to respond and perform.

The fact that he did not return a copy of our agreement to my attention until several days before the court's hearing is not professional, violates the canons for lawyers in terms of fair dealing. He was to sign it and return a copy to me following my execution on September 26,1997. He promised me that he would execute the agreement and return a copy to me immediately.

The non-executed document attests to the nature of his conduct and his unwillingness to live by his word. The fact that he had the document typed and presented it to me for signature signifies a clear intention to use my service as prescribed in the agreement. He did not comply with my earlier requests for the agreement and released it now, prior to hearing, to avoid a subpoena. He had thirty eight days to voice a pure and absolute repudiation of our agreement, or its expectations, request an alteration to the agreement, or voice some form of concern or displeasure. He was totally unresponsive, did nothing, and never returned my phone calls. Further he allowed me to continue to incur expenses without repudiation of my time and effort. My lack of legal acumen, competency and training in the law enabled Andy Larson to circumvent his responsibility.

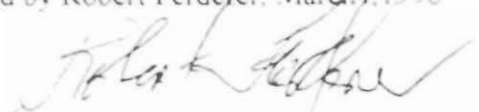
I agreed to work on behalf of Andy Larson because of his self-proclaimed moral virtue, purpose and ethical principles. My discussions with him and his chairperson strengthened my belief that these were ethical people and that their personal word was honorable and efficacious with their spiritual and religious beliefs.

Andy Larson used his knowledge of the law and its technical nuances to deceive and mis-lead me and manipulate the paperwork codifying our agreed upon relationship. He was devious in his purpose and actions and may never have intended to fulfill his obligation.

Larson's campaign treasurer told me, in one of our conversations, that they were holding funds in escrow for their obligation to me. It was clear in our discussions that Larson was assuming personal responsibility for the destiny of this effort.

My effort to professionally assist him, trips to Duluth, meetings with Republicans , conversations with constituent groups and meetings with others and vendors were at his request or knowledge. The actions of this man and his personal and repeated denial have caused me excessive costs needless expense and personal hardship.

Submitted by Robert Ferderer, March 4,1996



20438530b

ANSWER and ANSWER & COUNTERCLAIM
Form 24-3-106 8/96

Conciliation Cour

RESPOND WITH THIS ANSWER
AT LEAST ONE WEEK PRIOR TO HEA JG DATE
WHICH IS NOTED ON YOUR CLAIM

State of Minnesota
COUNTY OF ST. LOUIS

NO. 52-96-602051

	NAME AND ADDRESS		NAME AND ADDRESS
PLAINTIFF #1	Robert J. Ferderer	PLAINTIFF #2	
	VS.		VS.
DEFENDANT #1	Andy Larson	PLAINTIFF #2	

IF YOU DO NOT RESPOND TO THE CLAIM, THE PLAINTIFF WILL BE AWARDED DEFAULT JUDGMENT AGAINST YOU.

ANSWER

(TO THE DEFENDANT: IF YOU DENY THE CLAIM, IN WHOLE OR IN PART, WRITE YOUR ANSWER BELOW, FILL IN THE DATE, SIGN YOUR NAME AND BRING OR MAIL BACK THIS PAPER PROMPLTY TO THE CLERK OF THE CONCILIATION COURT. YOU MUST THEN APPEAR IN COURT FOR THE HEARING)

ANSWER: DENY that the Candidate is liable for any expenses of the Committee.
DENY that an agreement was ever finalized between plaintiff and the Committee or the Candidate
DENY that plaintiff ever performed any of the services contemplated by the Contract.
ALLEGE that all expenses submitted by plaintiff have been paid by the Committee Treasurer.
A Copy of the uncompleted Contract is attached herewith.

ANSWER AND COUNTERCLAIM

(TO THE DEFENDANT: IF YOU DENY THE CLAIM, BUT FEEL THE PLAINTIFF OWES YOU MONEY, WRITE YOUR ANSWER STATE THE NATURE OF YOUR COUNTERCLAIM, THE AMOUNT, AND ANY RELEVANT DATES BELOW). **MAKE CHECK PAYABLE TO COURT ADMINISTRATOR.**

The Filing Fee for Countercalims from $0 - $1999.9^ is $20.00.
The Filing Fee for Counterclaims from $2000.00 - $7500.00 is $30.00.

ANSWER AND COUNTERCLAIM

(sign here)

Daytime Telephone 218-726-1012

Dated _____ 19 ___

Home Telephone _____

UCF-9 (SCAO 8/96) Judgment and Notice of Judgment

Minn. Gen. R. Prac. 524

5

State of Minnesota — Conciliation Court

COUNTY	JUDICIAL DISTRICT	CASE NO.
St. Louis	6th	S2-96-602051

CASE NO.

	NAME AND ADDRESS	NAME AND ADDRESS
Plaintiff #1 / #2	Robert J. Ferderer 1586 Blackhawk Hills Road Eagan, MN 55122 ZIP	ZIP
	vs.	vs.
Defendant #1 / #2	[illegible] 3 E. 4th Ave. N. Duluth, MN 55802 ZIP	ZIP

Appearances: ☒ **Plaintiff** ☒ **Defendant** ☐ **Neither Party** ☒ **Contested** ☐ **Default**

ORDER FOR JUDGMENT ON CLAIM AND COUNTER CLAIM

Upon evidence received, IT IS HEREBY ORDERED:

☐ _____ is entitled to judgment against _____ for the sum of $ _____, plus fees of $ _____, disbursements of $ _____, and conditional costs of $ _____, for a total of $ _____.

☐ judgment shall be entered in favor of _____ (without damages).

☐ _____'s claim is dismissed without prejudice.

☒ [illegible]'s claim is dismissed with prejudice.

☐ _____ shall immediately return _____ _____ _____ to the _____, and that the Sheriff of the county in which the property is located is authorized and directed to effect repossession of such property according to M.S. § 491A.01 subd.5, and turn the property over to _____

☐ Other / ☒ Memo [illegible]

Dated: 3/5/97 **Judge:** [illegible]

JUDGMENT

JUDGMENT is hereby declared and entered as stated in the Court's Order for Judgment set forth above, and the judgment shall become finally effective on the date specified in the notice of judgment set forth below.

Dated: March 5, 1997 **Court Administrator/Deputy:** Gloria F. Pothast

NOTICE OF JUDGMENT

THE PARTIES **ARE HEREBY** notified that Judgment has been entered as indicated above, but the Judgment is stayed by law until

March 28, 1997 (DATE) _____ (TIME) p.m. (to allow time for an appeal/removal if desired).

THE PARTIES ARE FURTHER NOTIFIED that if the cause is removed to district court and the removing party does not prevail as provided in Rule 524 of the Minnesota General Rules of Practice for the District Courts, the opposing party will be awarded $50 as costs.

Dated: March 5, 1997 Court Administrator/Deputy: Gloria F. Pothast

TRANSCRIPT OF JUDGMENT

I certify that the above is a correct transcript of the Judgment entered by this Court.

Dated: _____ Court Administrator/Deputy: _____

PLAINTIFF'S COPY - READ REVERSE SIDE FOR IMPORTANT INSTRUCTIONS

MEMORANDUM

The parties are remarkably consistent in their view of those facts the Court considers central to its decision in this dispute. Whatever agreement may have been made was between the Campaign Committee and plaintiff. While plaintiff's comfort level in being involved in the project was greatly enhanced by defendant's involvement , plaintiff was candid is his acknowledgment defendant's obligation, if any, was on a moral basis as opposed to a legal one. Stated otherwise, the agreement was to involve the Campaign Committee as a principal rather than defendant. Under these circumstances the Court, being governed by *legal* rules and duties, has found for defendant. The issue of what sum may be owed to plaintiff by the Campaign Committee is not before the Court under the present pleadings and thus no decision is made on that issue one way or the other.

T.C.H. 3-4-97

8 0 4 3 8 5 3 3 0 4

6

March 28, 1997

Andy Larson
5 N 4th Ave. N
Duluth, MN 555802

Dear Andy,

On March 4, 1997 we appeared in court and you assured me that certain expenses that I incurred for you would be paid by your treasurer, post haste. You also indicated that a payment for services would be forthcoming and I told you to follow the options stated in my letter (with invoice) of November 5, 1996.

Without further delay, I expect that you will pay the amount of $3592.66 by April 15,1997. If $3592.66 is not received by April 15,1997, I will file a complaint with the Minnesota Office Of Lawyers Professional Responsibility and others.

The above amount is for a compromise fee of $2500, that I have determined, having not heard from you. Also, included is the amount of $592.66 for expenses incurred by me, in your behalf and not paid. I have included a fee of $500 to cover my additional time, family inconvenience, energy and those costs incurred in these proceedings and resulting from your delay and inept handling of this matter.

The body of my complaint is as follows:

" A lawyers conduct should conform to the requirements of the law, both in professional service and in a lawyers business and personal affairs. When a lawyer chooses to play out his dream (no matter what domain or marketplace) he should not be allowed to use his training to commit fraudulent acts and to use legal nuances to deceive someone participating in a confidential relationship and acting in behalf of his personal interest, for pay. Lawyers are officers of the legal system, licensed to practice and they are public representatives of the profession in their public pursuit and role of citizen.

Andy Larson used his legal knowledge, experience, skill and connections to avoid his obligation to me. He in fact lead, participated, engineered and entered into an agreement that he never intended to keep. He in fact intended to use federal campaign law as a safety net and as subterfuge to avoid an obligation to me.

As of this memorandum Andy Larson is in violation of federal law and has not complied with reporting requirements (report due, January 1, 1997) even though he has been put on notice and has incurred a civil violation.

I believe he has further intended to violate federal law, supporting my belief that he has defrauded me, by not listing my obligation of indebtedness on his reports to the Federal Election Commission. This is an intended act and is criminal. His campaign has raised over $27,000 and he has not accurately reported the proper obligatory detail on time, which is ethically and morally required by law.

I have pointed out this negligence to the Federal Election Commission and any remedial action at this point would be manipulative and deceiving.

20438533059

On one hand and in court, he used the federal election law as a defense and as justification for not paying me. On the other hand he violates federal law by not following through with its requirements. He further violates law by not accurately reporting an indebtedness that is in fact owed to me. By omitting my obligation from his reports he demonstrates the intent to defraud me and to deceive the commission. While deceiving me, by agreement, he required personal investments in time, energy, actions and expectations.

The attached documents lay out the events that transpired in our dealing. 1. R. Ferderer letter and receipts invoicing Andy Larson 2. A complaint filed in conciliation court. 3. An agreement prepared by Andy Larson and provided to me prior to the courts hearing to offset a supeona. 4. Andy Larson's response. 5. The courts dismissal of my action and attached memorandum. 5. R. Ferderer letter to Andy Larson apprising him of this action.

Andy Larson, did not exercise reasonable diligence and he did not communicate his concerns to me in the course of our dealings. He never communicated a desire to alter or extricate himself from our relationship, once it was clear that his political quest was fruitless and not generating political or financial support. Prominent people in the community provided him with prospects for financial help and he simply ignored their effort in the hope that his prayers and those of the religious community would deliver him to the U.S. congress. He believed he was above the machinations of real world dealings and that his brand of religious conviction put him above mundane dealings with campaign operatives and committee building. He was unable to build a campaign organization and was incapable of infusing enthusiasm in any one. He began this journey by appealing to the religious convictions of special interest groups and now is finishing off his venture by using blame and deceit to cover personal inadequacy and deficiency.

The St. Louis County Conciliation Court dismissed my action against Andy Larson because of the technicalities of federal law. This was a Larson defense. The judge in the case made me aware of his personal knowledge and relationship with Andy Larson. At the time I accepted that people in small communities (particularly attorneys) often might have knowledge and familiarity of another person. This is not an unusual happening among members of a professional group.

The judge was appointed to the bench one and one half years ago and as I think about it, Andy Larson may have been instrumental in recommending the appointment of Terry Hollenbeck to the governor. Andy Larson was chairperson of the eight district republican party prior to becoming a candidate. If it is true that Larson sought the Hollenbeck appointment, each party should have more adequately explained this to me prior to the proceeding. Simply broaching the subject under the guise of a mutual acquaintanceship is an obfuscation of the fact that a quid pro quo obligation may be present and may deter my chance for recovery.

Andy Larson, in front of the judge, promised to pay me the expense portion of my invoice as soon as his treasurer returned to town. This was reiterated outside of the courtroom and in front of a witness. He also indicated that he would send compensation and asked how much I would take, asserting that he would not stand good for my fee of $5000. I told him to follow the offer stated in my November letter and to pay me what he thought was fair. He has done nothing. He lied in front of a judge and a witness and continues to follow, what I consider to be, a pathological approach to meeting his responsibility. This man is not functional and is not fit to practice in the marketplace. His personal conduct is not efficacious with the principles of his profession. At the very least he should be tested and deemed psychologically and morally fit to practice law.

0438533086

FEDERAL ELECTION COMMISSION
Washington, DC 20463

May 7, 1997

Robert Ferderer
1586 Blackhawk Hills Road
Eagan, MN 55122

Dear Mr. Ferderer:

This is to acknowledge receipt on May 2, 1997, of your letter dated April 25, 1997. The Federal Election Campaign Act of 1971, as amended and Commission Regulations require that the contents of a complaint meet certain specific requirements. One of these requirements is that a complaint be sworn to and signed in the presence of a notary public and notarized. Your letter did not contain a notarization on your signature and was not properly sworn to.

In order to file a legally sufficient complaint, you must swear before a notary that the contents of your complaint are true to the best of your knowledge. The notary must represent as part of the jurat that such swearing occurred. The preferred form is "Subscribed and sworn to before me on this _____ day of _____, 19__." A statement by the notary that the complaint was sworn to and subscribed before him/her also will be sufficient. We regret the inconvenience that these requirements may cause you, but we are not statutorily empowered to proceed with the handling of a compliance action unless all the statutory requirements are fulfilled. See 2 U.S.C. § 437g.

Please note that this matter will remain confidential for a 15 day period to allow you to correct the defects in your complaint. If the complaint is corrected and refiled within the 15 day period, the respondents will be so informed and provided a copy of the corrected complaint. The respondents will then have an additional 15 days to respond to the complaint on the merits. If the complaint is not corrected, the file will be closed and no additional notification will be provided to the respondents.

2043853307

Enclosed is a Commission brochure entitled "Filing a Complaint." I hope this material will be helpful to you should you wish to file a legally sufficient complaint with the Commission If you have any questions concerning this matter, please contact me at (202) 219-3410.

Sincerely,

Retha Dixon

Retha Dixon
Docket Chief

Enclosure

cc: Andy Larson for Congress

28044385330

May 14,1997

MUR 4539

Federal Election Commission
Attention Ms Retha Dixon, Docket Chief
Office of General Counsel
999 E St N W
Washington, DC 20463

Dear MS Dixon

I received the attached letter from your office, May 13,1997 It was written on May 7 1997 The letter spoke about a complain procedure There was no form for me to use

In the absence of a form, the attached complaint, signed and notarized hopefully will expedite my charge. Complaint backup documents and other records are illustrative of my charge against Andy Larson, a candidate for congress in 1996 Larson did not accurately comply with your (FEC) requirements and the law in reporting our relationship, and our dealings The complaint information is signed and the signature is notarized as you suggested in your letter It is a true and accurate description of my experience with Andy Larson

I hope this satisfies all of your requirements and expedites my complaint in your office If anything more is needed please contact me

Sincerely,

Robert Ferderer

RECEIVED
MAY 15 1997
FEC MAIL CENTER

0 4 4 0 8 5 3 3 0 5

5 Decote

OFFICE OF LAWYERS PROFESSIONAL RESPONSIBILITY

COMPLAINT FORM

Complainant's Name: Robert J Ferderer

Address: 1586 Blackhawk Hills Rd

City, State, Zip Code: Eagan MN 55122

Telephone: Home: ____ Work: ____

Name of Lawyer: Andy Larson

Address: 51 W Superior St #402

City, State, Zip Code: Duluth MN 55802

Telephone: 218-726-1012

Complaint (Please state what the lawyer did or failed to do which you feel is unethical. Please also send copies of any documents which would help explain or support your complaint.):

I dedicated sixty days of service to the losing congressional campaign of Andy Larson. Andy Larson did not communicate any concerns or displeasure about my role in the course of our dealings. He never communicated a desire to alter or extricate himself from our relationship, once it was clear that his political quest was fruitless and not generating political or financial support.

The attached documents lay out the events that transpired in my dealing with Andy Larson. 1. R. Ferderer letter and receipts invoicing Andy Larson. 2. A complaint filed in conciliation court. 3. An agreement prepared by Andy Larson and provided to me prior a court hearing to offset a supeona. 4. Andy Larson's response noting as a defense congressional committee responsibility. 5. The courts dismissal of my action and attached memorandum. 6. R. Ferderer letter to Andy Larson apprising him of this action.

A lawyer's conduct should conform to the requirements of the law and the tenants of his profession. When a lawyer chooses to play out his dream (no matter what domain or marketplace) he should not be allowed to use his training to commit fraudulent acts and to use legal nuances to deceive someone participating in a confidential relationship and acting in his behalf.

Andy Larson used his legal knowledge, experience, skill and connections to avoid his obligation to me. He participated, engineered and entered into an agreement that he never intended to keep. He, in fact, intended to use federal campaign law as a safety net and as subterfuge to avoid an obligation to me. Subsequently, he did not report his obligation on federal report forms. Andy Larson acted to commit fraud, neglected and ignored his obligation to me and the federal government.

As of the writing of this complaint Andy Larson is in violation of federal law and has not complied with reporting requirements and obligations details, even though he has been put on notice and has incurred a civil violation. I believe he has further intended to violate federal law by not listing an indebtedness in his report to the Federal Election Commission.

On one hand and in court, he used the federal election law as a defense and as justification for not paying me. On the other hand he violates federal law by not following through with its requirements and by not accurately reporting an indebtedness that is in fact owed to me.

The St. Louis County Conciliation Court dismissed my action against Andy Larson because of the federal law defense.

Andy Larson, in front of the judge, promised to pay me the expense portion of his invoice as soon as his treasurer returned to town. This was reiterated outside of the courtroom and in front of a witness. He also indicated that he would send compensation. He has done nothing. He lied in front of a judge and a witness and continues to display what I consider to be a pathological approach to meeting his responsibility. This man is not professionally and personally functional. His personal conduct is not efficacious with the principles of his profession. At the very least he should be tested and deemed psychologically and morally fit to practice law.

cc: United States Federal Election Commission

Robert J Ferderer 5/14/97

If you need more pages, please attach them.

Signature of Complainant: Robert J Ferderer Date 4-23-97

SUBSCRIBED AND SWORN TO BEFORE ME ON THE 14TH DAY OF MAY 1997.

Margaret J Simon

MARGARET J SIMON
NOTARY PUBLIC—MINNESOTA
DAKOTA COUNTY
My Commission Expires JAN 31, 2000

BOB FERDERER
1586 BLACKHAWK HILLS ROAD
EAGAN MN 55122

8 5 5 3 3 1 0

March 28, 1997

Andy Larson
5 N. 4th Ave. N
Duluth, MN 555802

Dear Andy,

On March 4, 1997 we appeared in court and you assured me that certain expenses that I incurred for you would be paid by your treasurer, post haste. You also indicated that a payment for services would be forthcoming and I told you to follow the options stated in my letter (with invoice) of November 5, 1996.

Without further delay, I expect that you will pay the amount of $3592.66 by April 15,1997. If $3592.66 is not received by April 15,1997, I will file a complaint with the Minnesota Office Of Lawyers Professional Responsibility and others.

The above amount is for a compromise fee of $2500, that I have determined, having not heard from you. Also, included is the amount of $592.66 for expenses incurred by me, in your behalf and not paid. I have included a fee of $500 to cover my additional time, family inconvenience, energy and those costs incurred in these proceedings and resulting from your delay and inept handling of this matter.

The body of my complaint is as follows:

" A lawyers conduct should conform to the requirements of the law, both in professional service and in a lawyers business and personal affairs. When a lawyer chooses to play out his dream (no matter what domain or marketplace) he should not be allowed to use his training to commit fraudulent acts and to use legal nuances to deceive someone participating in a confidential relationship and acting in behalf of his personal interest, for pay. Lawyers are officers of the legal system, licensed to practice and they are public representatives of the profession in their public pursuit and role of citizen.

Andy Larson used his legal knowledge, experience, skill and connections to avoid his obligation to me. He in fact lead, participated, engineered and entered into an agreement that he never intended to keep. He in fact intended to use federal campaign law as a safety net and as subterfuge to avoid an obligation to me.

As of this memorandum Andy Larson is in violation of federal law and has not complied with reporting requirements (report due, January 1, 1997) even though he has been put on notice and has incurred a civil violation.

I believe he has further intended to violate federal law, supporting my belief that he has defrauded me, by not listing my obligation of indebtedness on his reports to the Federal Election Commission. This is an intended act and is criminal. His campaign has raised over $27,000 and he has not accurately reported the proper obligatory detail on time, which is ethically and morally required by law.

I have pointed out this negligence to the Federal Election Commission and any remedial action at this point would be manipulative and deceiving.

On one hand and in court, he used the federal election law as a defense and as justification for not paying me. On the other hand he violates federal law by not following through with its requirements. He further violates law by not accurately reporting an indebtedness that is in fact owed to me. By omitting my obligation from his reports he demonstrates the intent to defraud me and to deceive the commission, While deceiving me, by agreement, he required personal investments in time, energy, actions and expectations.

The attached documents lay out the events that transpired in our dealing. 1. R. Ferderer letter and receipts invoicing Andy Larson 2. A complaint filed in conciliation court. 3. An agreement prepared by Andy Larson and provided to me prior to the courts hearing to offset a supeona. 4. Andy Larson's response. 5. The courts dismissal of my action and attached memorandum. 5. R. Ferderer letter to Andy Larson apprising him of this action.

Andy Larson, did not exercise reasonable diligence and he did not communicate his concerns to me in the course of our dealings. He never communicated a desire to alter or extricate himself from our relationship, once it was clear that his political quest was fruitless and not generating political or financial support. Prominent people in the community provided him with prospects for financial help and he simply ignored their effort in the hope that his prayers and those of the religious community would deliver him to the U.S. congress. He believed he was above the machinations of real world dealings and that his brand of religious conviction put him above mundane dealings with campaign operatives and committee building. He was unable to build a campaign organization and was incapable of infusing enthusiasm in any one. He began this journey by appealing to the religious convictions of special interest groups and now is finishing off his venture by using blame and deceit to cover personal inadequacy and deficiency.

The St. Louis County Conciliation Court dismissed my action against Andy Larson because of the technicalities of federal law. This was a Larson defense. The judge in the case made me aware of his personal knowledge and relationship with Andy Larson. At the time I accepted that people in small communities (particularly attorneys) often might have knowledge and familiarity of another person. This is not an unusual happening among members of a professional group.

The judge was appointed to the bench one and one half years ago and as I think about it, Andy Larson may have been instrumental in recommending the appointment of Terry Hollenbeck to the governor. Andy Larson was chairperson of the eight district republican party prior to becoming a candidate. If it is true that Larson sought the Hollenbeck appointment, each party should have more adequately explained this to me prior to the proceeding. Simply broaching the subject under the guise of a mutual acquaintanceship is an obfuscation of the fact that a quid pro quo obligation may be present and may deter my chance for recovery.

Andy Larson, in front of the judge, promised to pay me the expense portion of my invoice as soon as his treasurer returned to town. This was reiterated outside of the courtroom and in front of a witness. He also indicated that he would send compensation and asked how much I would take, asserting that he would not stand good for my fee of $5000. I told him to follow the offer stated in my November letter and to pay me what he thought was fair. He has done nothing. He lied in front of a judge and a witness and continues to follow, what I consider to be, a pathological approach to meeting his responsibility. This man is not functional and is not fit to practice in the marketplace. His personal conduct is not efficacious with the principles of his profession. At the very least he should be tested and deemed psychologically and morally fit to practice law.

20433853318

UCF-9 (SCAO 8/94) Judgment and Notice of Judgment — Minn. Gen. R. Prac. 514

State of Minnesota — Conciliation Court

County	Judicial District	Case No.
St. Louis	6th	S2-96-602051

CASE NO.

Plaintiff #1	Plaintiff #2
Name and Address: Robert J. Ferderer	Name and Address:
1586 Blackhawk Hills Road	
Eagan, MN 55122 ZIP	ZIP
vs.	vs.
Defendant #1	**Defendant #2**
Name and Address: Andy Larson	Name and Address:
5 N. 4th AVe. W.	
Duluth, MN 55802 ZIP	ZIP

Appearances: ☒ **Plaintiff** ☒ **Defendant** ☐ **Neither Party** ☒ **Contested** ☐ **Default**

Upon evidence received, IT IS HEREBY ORDERED:

ORDER FOR JUDGMENT ON CLAIM AND COUNTER CLAIM

☐ _____ is entitled to judgment against _____ for the sum of $ _____, plus fees of $ _____, disbursements of $ _____, and conditional costs of $ _____, for a total of $ _____.

☐ judgment shall be entered in favor of _____ (without damages).

☐ _____'s claim is dismissed without prejudice.

☒ Plaintiff's claim is dismissed with prejudice.

☐ _____ shall immediately return _____ to the _____, and that the Sheriff of the county in which the property is located is authorized and directed to effect repossession of such property according to M.S. § 491A.01 subd.5, and turn the property over to _____.

☐ Other / ☒ Memo See Memo

Dated: 3/5/97 **Judge:** [signature]

JUDGMENT

JUDGMENT is hereby declared and entered as stated in the Court's Order for Judgment set forth above, and the judgment shall become finally effective on the date specified in the notice of judgment set forth below.

Dated: March 5, 1997 **Court Administrator/Deputy:** Gloria F. Pothast

NOTICE OF JUDGMENT

THE PARTIES ARE HEREBY notified that Judgment has been entered as indicated above, but the Judgment is stayed by law until March 28, 1997 (DATE) _____ (TIME) p.m. (to allow time for an appeal/removal if desired).

THE PARTIES ARE FURTHER NOTIFIED that if the cause is removed to district court and the removing party does not prevail as provided in Rule 524 of the Minnesota General Rules of Practice for the District Courts, the opposing party will be awarded $50 as costs.

Dated: March 5, 1997 Court Administrator/Deputy: Gloria F. Pothast

TRANSCRIPT OF JUDGMENT

I certify that the above is a correct transcript of the Judgment entered by this Court.

Dated: _____ Court Administrator/Deputy: _____

MEMORANDUM

The parties are remarkably consistent in their view of those facts the Court considers central to its decision in this dispute. Whatever agreement may have been made was between the Campaign Committee and plaintiff. While plaintiff's comfort level in being involved in the project was greatly enhanced by defendant's involvement , plaintiff was candid is his acknowledgment defendant's obligation, if any, was on a moral basis as opposed to a legal one. Stated otherwise, the agreement was to involve the Campaign Committee as a principal rather than defendant. Under these circumstances the Court, being governed by *legal* rules and duties, has found for defendant. The issue of what sum may be owed to plaintiff by the Campaign Committee is not before the Court under the present pleadings and thus no decision is made on that issue one way or the other.

T.C.H. 3-4-97

Y 0 4 3 8 5 3 3 1 4

This memorandum, dated March 4,1997, is my answer to an Andy Larson's response to the court, received on 3/27/97, for a claim filed by Robert Ferderer in the Conciliation Court of St. Louis County, Case # S2-96-602051 (?)

Ethical principle supports my contention that this claim that should be paid because it is a debt that is owed by Andy Larson. The plaintiff (Ferderer) has exercised every reasonable attempt to satisfy the claim in a conciliatory manner, without dispute, having diligently communicated and provided proper billing to the defendant.

The enclosures with this response, in reverse order, are for factual consideration in this case and refute the denials of Andy Larson in my claim for $5626.22.

Exhibit1, Andy Larson's response received on 2/27/97. exhibit 2, Ferderer's correspondence and invoices dated 11/5/96. exhibit3, agreement for services signed by Ferderer on 9/26/96. exhibit4, conciliation court claim. exhibit 5, Ferderer's response to Andy Larson's refutation.

In my correspondence dated November 5,1996, I billed Andy Larson for fee and expenses and provided receipts. Further, I offered that he could pay me for whatever value he wanted to assign to my time and effort. I did so recognizing that his campaign did not achieve support and that he had limited resources.

He is not truthful in saying that all expenses have been paid. My letter and invoices of 11/5/96 have never been acknowledged or paid and have in fact precipitated this action and wasted our time and energy. Some expenses were paid but not the final submissions (see Ferderer letter of 11/5/96) as I specified in my complaint.

If there is a question as to the truth of Larson's contention, I urge the court to subpoena his campaign records and for him to produce checks which verify his payment to Ferderer for the invoices in question.

This action has been brought to the conciliation system within district court because it is my hope, that, conciliation court, is a court of common sense and a court that seeks to provide justice when the intentions of parties in small claims are in question. I also hope that it is a court sensitive to the disparity of knowledge and the nuances of procedural issues in a legal dispute.

I am open to the court's judgment and determination as to what constitutes fair compensation in this case. My hope is that the court will rule in my behalf and provide compliance by a date certain.

Andy Larson called me and we began discussing our relationship on September 5,1996. This meeting was followed by trips, at Andy Larson's request, to Duluth on September 19 and 26, 1996. He paid for lodging at the Radisson Hotel.

Campaign law was not crafted to allow candidates to shield themselves from personal ethical responsibility. Larson knew and expressed to me that his committee was unable to perform and support his effort. He needed immediate resuscitation and I was there and available to help him. He dealt with me unilaterally because his support group did not have the capacity to respond and perform.

The fact that he did not return a copy of our agreement to my attention until several days before the court's hearing is not professional, violates the canons for lawyers in terms of fair dealing. He was to sign it and return a copy to me following my execution on September 26,1997. He promised me that he would execute the agreement and return a copy to me immediately.

The non-executed document attests to the nature of his conduct and his unwillingness to live by his word. The fact that he had the document typed and presented it to me for signature signifies a clear intention to use my service as prescribed in the agreement. He did not comply with my earlier requests for the agreement and released it now, prior to hearing, to avoid a subpoena. He had thirty eight days to voice a pure and absolute repudiation of our agreement, or its expectations, request an alteration to the agreement, or voice some form of concern or displeasure. He was totally unresponsive, did nothing, and never returned my phone calls. Further he allowed me to continue to incur expenses without repudiation of my time and effort. My lack of legal acumen, competency and training in the law enabled Andy Larson to circumvent his responsibility.

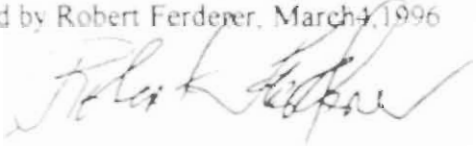
I agreed to work on behalf of Andy Larson because of his self-proclaimed moral virtue, purpose and ethical principles. My discussions with him and his chairperson strengthened my belief that these were ethical people and that their personal word was honorable and efficacious with their spiritual and religious beliefs.

Andy Larson used his knowledge of the law and its technical nuances to deceive and mis-lead me and manipulate the paperwork codifying our agreed upon relationship. He was devious in his purpose and actions and may never have intended to fulfill his obligation.

Larson's campaign treasurer told me, in one of our conversations, that they were holding funds in escrow for their obligation to me. It was clear in our discussions that Larson was assuming personal responsibility for the destiny of this effort.

My effort to professionally assist him, trips to Duluth, meetings with Republicans , conversations with constituent groups and meetings with others and vendors were at his request or knowledge. The actions of this man and his personal and repeated denial have caused me excessive costs needless expense and personal hardship.

Submitted by Robert Ferderer, March 4,1996



0043853-6

UCF 8 (SCAO 8.94) Statement of C... Summons — Minn. Gen. R. Prac. 507, 508

State of Minnesota — Conciliation Court

COUNTY: St Louis

JUDICIAL DISTRICT: 6th — CASE NO: 97-96-602331

CASE NO.

Plaintiff #1	Plaintiff #2
Name and Address: Robert J Fenderer	Name and Address:
15[illegible] Blackhawk Hills Rd	
Cuyo, MN 55722	ZIP

vs

Defendant #1	Defendant #2
Name and Address: Andy Larson	Name and Address:
5 W. 4th Ave N	
Duluth MN 55807	ZIP

Name Robert J Fenderer Title Plaintiff

being duly sworn says that: ~~s~~he is the above named plaintiff/~~plaintiff's attorney~~; each defendant listed above is at least 18 years old; is not now in the Military Services; defendant #1 is a resident of St Louis County, State of MN; defendant #2 is a resident of NA County, State of —; and alleges that the defendant(s) is (are) indebted to the plaintiff(s) in the amount of $ 5592.22 plus $ 30 filing fee, totaling $ 5622.22 plus disbursements, by reason of the following FACTS:

STATEMENT OF CLAIM

Andy Larson contacted me pursuant to my letter of August 30 1996 and asked me to meet with him to discuss running his campaign for congress I attended a meeting for him on 9/3/95 and then met with him to discuss the effort on 9/5/96 He asked me to meet George Cables, his district chairperson I did on 9/12/96 We discussed a fee for service of $5000 George indicated that this request was fair This was confirmed by Larson and I was asked to travel to Duluth on 9/19/96 and 9/20/96 I returned to Duluth, reviewed a hand written agreement and subsequently signed a typed agreement, provided by Larson on 9/26/96 He was asked to send me a copy and never did He should be asked to provide the court with a copy I have billed Larson for expenses and a fee He has ignored his responsibility to acknowledge his indebtedness to me and he has not responded to my invoices Enclosed are documents and records that prove my diligence to resolve the issue and to specify my charges and subsequent losses Receipts have been provided to the Larson For Congress Treasurer according to law These charges represent 19 days of activity but do not include drive time, writing, coordination time, telephone conversations and related facilitation activities and time Larson supported and committed to my role in a personal context because he considered his effort a preparatory effort for 1998

NOTARY PUBLIC—MINNESOTA DAKOTA COUNTY

DATE

SIGNATURE

TELEPHONE

THE STATE OF MINNESOTA TO THE ABOVE NAMED PLAINTIFF

SUMMONS/NOTICE OF HEARING

YOU ARE HEREBY SUMMONED to appear at the hearing of the above entitled case at 1:30 p.m., on [illegible], 1997, at Conciliation Court, 1st Flr. Ct. Ad., Courthouse, Virginia

Time — Date — Place

Dated: 12-17-96 Court Administrator/Deputy: [illegible]

NOTICE OF SETTLEMENT

The above entitled case having been settled, the same may be and hereby is dismissed with my consent.

DATE — PLAINTIFF'S SIGNATURE

A0043853-7

MEMORANDUM OF AGREEMENT

This agreement made this _____ day of September 1996 by and between Robert J. Ferderer of 1586 Blackhawk Hills Road, Eagan, Minnesota, 55122 herein after referred to as the Campaign Manager and the Andy Larson for Congress Committee; hereinafter referred to as the Committee, as follows, to wit:

1. The Campaign manager shall consult with and advise the Candidate from time to time as needed.

2. The Campaign Manager shall motivate and coordinate volunteers in the BPOU's that make up the eighth Congressional District.

3. The Campaign Manager shall obtain cooperation with and coordinate the Campaign activities of the other Republican political candidates and the Minnesota Republican Party who are seeking votes within or including the eighth Congressional district.

4. The Campaign Manager shall advise and assist the volunteers in planning, fundraising, special events, media events, etc.

5. The Campaign Manager shall strive to achieve cooperation and support of the various levels of party activity, contact special interest groups, elected Republican office holder, etc.

6. The Campaign Manager shall perform such other functions as become necessary from day to day to achieve victory in November.

7. The committee shall obtain volunteers, an intern, or a paid staff person to manage the office, handle to routine correspondence, maintain schedule of events for the Candidate and perform such other duties as the Campaign Manager or the Committee shall require from time to time.

8. The term of this agreement shall begin with the signing of this agreement and continue beyond the general election until the Campaign is finally concluded.

9. All reasonable expenses of the Campaign Manager shall be reimbursed to him upon submission of such documentation as the treasurer shall require subject to the availability of sufficient funds.

10. Upon termination of this agreement the Campaign Manager shall be paid a fee of $5,000.00.

This agreement is signed by the parties at Duluth Minnesota upon the date first written above.

ANDY LARSON FOR CONGRESS COMMITTEE

by _____
George Cable, Chairman

by _____
Susan Coen, Treasurer

_____
Robert J. Ferderer, Campaign Manager

P0438533

November 5, 1996

Andy Larson
Andy Larson for Congress
Larson, Huseby, Brodin and McManus
5 N. 4th Ave. W.
Duluth, MN 55802

Dear Andy:

Our political journey is without closure and I am disappointed about the lack of personal connection between us during a time when all out activity was essential. Please recall that my role grew from your call to me following my letter of August 30, 1996. The fact is, I wanted you to win and my commitment was sincere.

Enclosed is an invoice for my services. Five thousand dollars was our agreed to fee for the period that included the months of September and October. I signed an agreement, prepared by you, in your presence, on September 26, 1996. I requested a copy of the agreement and I never received one. Please recall that the fee emanated from discussions with George Cable on September 12, 1996.

The second series of charges listed in the invoice are for my out of pocket costs, most of which were initiated from Duluth. My total out of pocket expenses are $478.62. These costs are paid from personal (family) funds and they are not a contribution. I must recover them. I have not included expenses incurred for, and prior to, the Cable meeting. This was travel for our first meeting in Hinkley on September 5, 1996, a meeting with the Minnesota Demographer and a Victory 96 meeting at Republican headquarters on September 3, 1996.

I realize that your campaign did not attract the funding needed to satisfy its plans and commitments, however, I do expect to be compensated for the time and energy dedicated in your behalf. You can determine the amount you feel appropriate for my service. Please remember that human energy (mental, physical, emotional) was a part of my engagement and even though it is an intangible component it should not be ignored or dismissed.

Please also take note that my invoice for $117.60, submitted to you and dated October 15, 1996, has not been paid. My total out of pocket expenses, as specified on the invoices, is $596.22. The attached invoices are for all referenced expenses incurred to date. I expect that you will pay these obligations by November 15, 1996.

Sincerely,

Robert J. Ferderer

20438533-8

INVOICE

DATE:
November 5, 1996

PROVIDER:
Robert J. Ferderer
1586 Blackhawk Hills Road
Eagan, MN 55122

CLIENT:
ANDY LARSON FOR CONGRESS - POLITICAL CAMPAIGN

SERVICE:
Consultant fee - $5000

RELATED CAMPAIGN EXPENSES
Duluth 9/19 - 9/20/96
Meals, $10
Miles - 363

Cambrige and other stops 9/24/96
Miles - 168
Phone - $2.00

Ruth McNay (Jude) 9/25/96
Miles - 30

To Duluth 9/26/96
Miles - 175

To St. Paul 9/30/96
Miles - 170

OEI (PAC Mailing) 10/1/96
Miles - 70

OEI 10/2/96
Miles - 40

OEI 10/3/96
Miles - 50

OEI 10/4/96
Miles - 40
Parking - $7.00 (Meeting with GOP)

OEI 10/7/96
Miles - 70

28043853320

OEI 10/8/96
Miles - 45

OEI and Secretary of State 10/11/96
Miles - 60

OEI, Republican Party and Secretary of State 10/14/96
Miles - 65
Parking - $1.00

U.S. Post Office 10/21/96
Postage - $3.20

Insty Prints 11/4/96
Faxes - $10.65

SUMMARY:
Miles - 1346x.31 =417.26
Phone - $27.51(see receipt) +$2.00 = $29.51
Meals - $10.00
Park -$8.00
Postage - $3.20
Faxes - $10.65

TOTAL RELATED EXPENSES = $478.62

0043853326

INVOICE

DATE

October 15, 1996

PROVIDER

Robert J. Ferderer
1586 Blackhawk Hills Road
Eagan, MN 55122

SUBJECT

LARSON CAMPAIGN FOR CONGRESS

SERVICE

Andy Larson advanced to RJF $500 on 9/3[illegible]/96 for a series of fund raising tasks.

The proceeds were spent as follows:

10/4/96 - Herwig copies and miscellaneous faxes - $38.66
10/4/96 - PAC Mailing preparation (data input, copies, folding, stuffing and mailing prep) - $256.25 A. Larson has receipt.
10/7/96 - PAC Mailing preparation (same as above) - $258
10/7/96 - Postage for PAC mailing - $128

New Expenses
10/14/96 - PAC Mailing preparation (OEI) - $108
10/15/96 - Postage - $9.60

Advance $500

Total Expenses - $798.51
Total advance and paid expenses - $680.91

Due Robert Ferderer - $117.60 (services On10/14/96 and 10/ 15/96)

Thank You and God Bless the Campaign

Robert Ferderer
1586 Blackhawk Hills Rd
Eagan, MN 55122

C00433853 27

Sold

Cindy Lauer

Adv. 1/4 $3.20

Paid $7.00

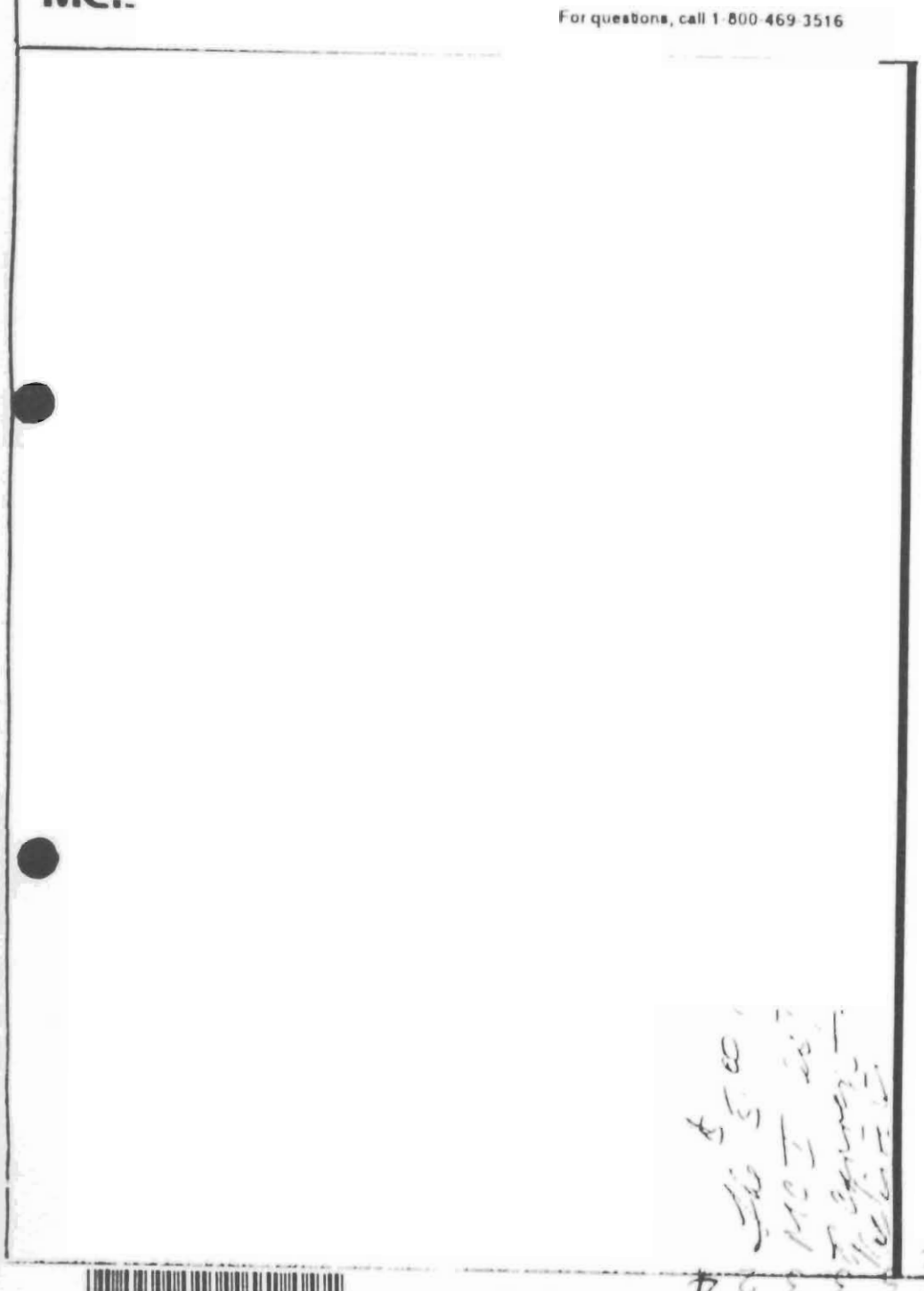
Receipt sent to Cl

MCI

For questions, call 1-800-469-3516

ROBERT J FERDERER
Bill Date: Oct 16, 1996

MCI Card



This entire page is provided as a billing service and is reserved for the exclusive use of MCI Telecommunications

INSTY-PRINTS

BUSINESS PRINTING SERVICES

Yankee Sq. Shopping Center
1468 Yankee Doodle Rd.
Eagan, MN 55121
Phone (612) 688-3385
Fax/BBS (612) 688-3246

Invoice

No. **409**

Date 11/4/96

Customer PO #

SOLD TO

Robert J. Ferderer Sr.
1586 Blackhawk Hills Rd.
Eagan, MN 55122
683-0467

QUANTITY	DESCRIPTION	AMOUNT
8	10/18/96 Fax,	8.00
2	10/31/96 Fax,	2.00

PAID

Sales Rep: Jan

Notification: none
Wanted: Fri 10/25
10/18/96 Fax

SUB	10.00
TAX	0.65
SHIPPING	
TOTAL	10.65

RECEIVED BY:

TERMS: NET 10

X

Invoice not paid when due are subject to a late charge of 1.5% per month, 18% per annum or the highest rate permitted by law. Minimum finance charge of $5.00 per month.

Please pay from this invoice!

INSTY-PRINTS offers...

1-2-3-4 color printing • Business stationery • Desktop publishing
Digital input/output • Newsletters • Color copies • Electronic bulletin board
Manuals • High speed copying • Full design and graphics • Fast, friendly service • Brochures

ANSWER and ANSWER & COUNTERCLAIM
Form 24-3-106 8/96

RESPOND WITH THIS ANSWER SI r
AT LEAST ONE WEEK PRIOR TO HEARING DATE
WHICH IS NOTED ON YOUR CLAIM

Conciliation Court

State of Minnesota
COUNTY OF ST. LOUIS

NO. S2-96-602051

	NAME AND ADDRESS		NAME AND ADDRESS
PLAINTIFF #1	Robert J. Ferderer	PLAINTIFF #2	
	VS.		VS.
Dfd. ~~PLAINTIFF~~ #1	NAME AND ADDRESS Andy Larson	PLAINTIFF #2	NAME AND ADDRESS Court

IF YOU DO NOT RESPOND TO THE CLAIM, THE PLAINTIFF WILL BE AWARDED DEFAULT JUDGMENT AGAINST YOU.

ANSWER

(TO THE DEFENDANT: IF YOU DENY THE CLAIM, IN WHOLE OR IN PART, WRITE YOUR ANSWER BELOW. FILL IN THE DATE, SIGN YOUR NAME AND BRING OR MAIL BACK THIS PAPER PROMPLTY TO THE CLERK OF THE CONCILIATION COURT. YOU MUST THEN APPEAR IN COURT FOR THE HEARING).

ANSWER: DENY that the Candidate is liable for any expenses of the Committee.
DENY that an agreement was ever finalized between plaintiff and the Committee or the Candidate
DENY that plaintiff ever performed any of the services contemplated by the Contract.
ALLEGE that all expenses submitted by plaintiff have been paid by the Committee Treasurer.
A Copy of the uncompleted Contract is attached herewith.

ANSWER AND COUNTERCLAIM

(TO THE DEFENDANT: IF YOU DENY THE CLAIM, BUT FEEL THE PLAINTIFF OWES YOU MONEY, WRITE YOUR ANSWER STATE THE NATURE OF YOUR COUNTERCLAIM, THE AMOUNT, AND ANY RELEVANT DATES BELOW). **MAKE CHECK PAYABLE TO COURT ADMINISTRATOR.**

The Filing Fee for Countercalims from $0 - $1999.99 is $20.00.
The Filing Fee for Counterclaims from $2000.00 - $7500.00 is $30.00.

ANSWER AND COUNTERCLAIM:

(sign here)

Daytime Telephone 218-726-1012

Dated _____ 19 ___

Home Telephone

FEDERAL ELECTION COMMISSION
Washington, DC 20463

May 23, 1997

Robert J. Ferderer
1586 Blackhawk Hills Road
Eagan, MN 55122

RE: MUR 4639

Dear Mr. Ferderer:

This letter acknowledges receipt on May 19, 1997, of your complaint alleging possible violations of the Federal Election Campaign Act of 1971, as amended. The respondent(s) will be notified of this complaint within five business days.

You will be notified as soon as the Federal Election Commission takes final action on your complaint. Should you receive any additional information in this matter, please forward it to the Office of the General Counsel. Such information must be notarized and sworn to in the same manner as the original complaint. We have numbered this matter MUR 4639. Please refer to this number in all future communications. For your information, we have attached a brief description of the Commission's procedures for handling complaints.

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

Enclosure
Procedures

20438533274

FEDERAL ELECTION COMMISSION
Washington, DC 20463

May 23, 1997

Andrew R. Larson
5 N. 4th Avenue W.
Duluth, MN 55802

RE: MUR 4639

Dear Mr. Larson:

The Federal Election Commission received a complaint which indicates that you may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4639. Please refer to this number in all future correspondence.

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

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

2043853326

If you have any questions, please contact Jennifer Henry at (202) 219-3690. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

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

28043853328

FEDERAL ELECTION COMMISSION
Washington, DC 20463

May 23, 1997

Susan L. Coen, Treasurer
Andy Larson for Congress Committee
3002 E. Superior Street
Duluth, MN 55810

RE: MUR 4639

Dear Ms. Coen:

The Federal Election Commission received a complaint which indicates that Andy Larson for Congress ("Committee") and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4639. Please refer to this number in all future correspondence.

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

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

2043853333

If you have any questions, please contact Jennifer Henry at (202) 219-3690. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

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

2004385333

FEDERAL ELECTION COMMISSION
Washington, DC 20463

May 23, 1997

George Cable, Chairman
Andy Larson for Congress Committee
12215 Lake Lane
Lindstrom, MN 55045-9313

RE: MUR 4639

Dear Mr. Cable:

The Federal Election Commission received a complaint which indicates that you may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4639. Please refer to this number in all future correspondence.

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

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

20438533924

If you have any questions, please contact Jennifer Henry at (202) 219-3690. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

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

28043853339

12215 Lake Lane
Lindstrom, Mn 55045
June 9, 1997

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket
Federal Election Commission
999 E. Street N.W.
Washington D.C. 20463 RE: MUR 4639

JUN 10 12 19 PM '97

Dear Mr. Turley:

In response to your inquiry of May 23 I would state unequivocally that at no time during the one meeting I had with the complainant did I discuss or authorize any sum of money to be paid for his services, nor did I enter into any kind of verbal contract for his services. I did not commit the Larson for Congress campaign to any kind of arrangement to place this person as a consultant or director of the campaign.

Sincerely yours,

George A. Cable

ANDY LARSON
ATTORNEY AT LAW
31 W. Superior St. • Suite 402 • Duluth, MN 55801 • Phone (218)726-1012 • Fax (218)726-0823

RECEIVED
FEDERAL ELECTION
COMMISSION

JUL 11 10 00 AM '97
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

June 24, 1997

Jennifer Henry
Federal Elections Commission
Washington, D.C. 20463

RE: MUR 4639

Dear Ms. Henry:

Thank you for returning my telephone call of June 19, 1997 on Monday, June 23, 1997. As we discussed in the phone conversation, your letter dated May 23, 1997 was mailed to a former address of 5 North 4th Avenue West, Duluth, Minnesota 55802. I have not been at that address since July 1, 1996, at which time I left that address to become a candidate for Congress in the Eighth District. My Congressional campaign address is still in tact at 315 West Michigan Street, Duluth, Minnesota 55802. My office address currently is as indicated on the letterhead above.

Because of the address used on the letter, it was then left in the office of my former associates. On Friday I received from them several pieces of correspondence, some of which were older than this one, that they left accumulate on my previous desk and did not forward to me. I stopped by my previous office to inquire about a file and was given a bundle of mail, including your letter.

I will be at a Catholic conference in Pittsburgh for the next few days and will not be returning here until July 1, 1997. I need some additional days in which to response to this letter. If my fifteen (15) days could start on July 1, 1997, we can have the response to you before the 15th of July.

Please advise if this is not acceptable and we will do our best to comply earlier, if necessary.

Very truly yours,

Andrew R. Larson
ARL:bas

2004385335

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 14, 1997

Andy Larson, Esq.
31 W. Superior St.
Suite 402
Duluth, MN 55801

RE: MUR 4639

Dear Mr. Larson:

This is in response to your letter dated June 24, 1997, which we received on July 11, 1997, requesting an extension to respond to the complaint filed in the above-noted matter. Although your request is made after the due date of your response, after considering the circumstances presented in your letter, the Office of the General Counsel has granted the requested extension. Accordingly, your response is due by the close of business on July 15, 1997.

If you have any questions, please contact me on our toll-free telephone number, (800) 424-9530. Our local telephone number is (202) 219-3400.

Sincerely,

Jennifer Henry

Jennifer Henry, Paralegal
Central Enforcement Docket

2048853330

ANDY for Congress
LARSON

July 17, 1997

Jennifer Henry
Federal Elections Commission
Washington, D.C. 20463

RE: MUR4639

Dear Ms. Henry:

The following is a brief history of my experience with Mr. Bob Ferderer:

Sometimes within the last days of August or the first days of September, I received a call from a Bob Ferderer of St. Paul, MN. I recognized the name as someone I knew in politics forty or forty-five years ago. In returning the call, I learned that this was the son of the man I once knew.

He told me that he had some time on his hands and would like to get involved in a campaign. He thought ours looked like it could be the most fun of the several campaigns he was considering. He indicated that he had been a state legislator and had been treasurer of Arne Carlson's Campaign for Governor. We agreed to meet in the town of Hinckley, MN, approximately half way between Duluth and St. Paul, on Thursday, September 5th.

At the luncheon, he talked about ways we could develop some interest in the Campaign and indicated that he had an angle that would help overcome Rep. Oberstar's popularity and get some press. He also thought he could raise a large amount of money for the Campaign.

I sent him to see Mr. George Cable, my Campaign Committee Chairman. We did not discuss a salary or other remuneration for his time and services. I assumed he was volunteering. He talked about winning a "long-shot" and it would be a great satisfaction to beat Mr. Oberstar. they knew each other from college days.

315 W. Michigan St. Ste. 910 • Duluth, MN 55802 • 218-733-1385 • Fax 218-727-5514
e-mail Andy4Cong@aol.com

Our next meeting was at Porter's Restaurant in the Holiday Inn, in Duluth. Several members of my Committee were also present. At that meeting he urged us to go to the bank and borrow $15,000 to $30,000 as seed money to help raise Campaign Contributions. It was unclear as to how that money would be used.

A few days later he came to Duluth to have a contract drawn pursuant to an agreement he alleged he had reached with Mr. George Cable. I wrote in the duties I would expect if we were hiring him for pay. Until this point I still saw him as a volunteer. He saw no problem for us to pay him $5,000. He was confident that he could raise a great deal more money than that. He did a mailing to contributors to the Herwig Campaign and produced no money.

he billed the Committee for his expenses and was paid for everything that he submitted to the Treasurer. The correct statements made by me in the Conciliation Court was that the Treasurer would pay him any further expenses he may have if he would submit his bill and receipts to her. She advises that he has not submitted anything further to her.

On October 3 and 4, the Minnesota Broadcasters Association was meeting at Fairmont, MN. I attended that Convention at the suggestion of friends in that industry. On the third I met with several Broadcasters from our district and made contact to do guest appearances on talk shows.

Bob Ferderer contacted me and asked me to meet him at State Party Headquarters to meet with Christ Georgacus, the Party Chairman. He said that the party was getting an allocation of money from the NRCC and we could pick up $8500.00 When we got to party headquarters early in the morning we found that Chris had a full schedule; did not expect us, and could not see us until after noon. It turned out to be a wasted day. Chris did give Mr. Ferderer a list of big contributors to contact. To my knowledge no one was contacted. Mr. Ferderer was still batting zero in the fund raising department.

I do not recall any further contact from Mr. Ferderer until after the election when he started approaching us for his alleged fee.

George Cable did not agree to his proposed contract and never signed the form I had drawn, based upon Mr. Ferderer's alleged conversation with Mr. Cable. At that point in time, George was not available as he was in the process of retiring as pastor of his Church, and was seeking employment with the Christian Coalition.

We have not reported the "debt" in our reports because we do not acknowledge his claim as a debt. We do not owe him anything at this time.

Sincerely,

Andrew Larson

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) ENFORCEMENT PRIORITY SENSITIVE
)

GENERAL COUNSEL'S REPORT

I. INTRODUCTION.

The cases listed below have been identified as either stale or of low priority based upon evaluation under the Enforcement Priority System (EPS). This report is submitted to recommend that the Commission no longer pursue these cases.

This is the first Enforcement Priority Report that reflects the impact of the 1996 election cycle cases on the Commission's enforcement workload. We have identified cases that are stale which are recommended for dismissal at this time. This is the highest number of cases identified as stale in a single report, and the highest number of stale cases recommended for closure at one time, since the inception of EPS in 1993.

2004385334

II. CASES RECOMMENDED FOR CLOSURE.

A. Cases Not Warranting Further Action Relative to Other Cases Pending Before the Commission

EPS was created to identify pending cases which, due to the lower priority of the issues raised in the matters relative to others presently pending before the Commission, do not warrant further expenditure of resources. Central Enforcement Docket (CED) evaluates each incoming matter using Commission-approved criteria, resulting in a numerical rating for each case.

Closing such cases permits the Commission to focus its limited resources on more important cases presently pending before it. Based upon this review, we have identified cases that do not warrant further action relative to other pending matters.[3] Attachment 1 to this report contains summaries of each case, the EPS rating, and the factors leading to assignment of a low priority and recommendation not to further pursue the matter.

B. Stale Cases

Effective enforcement relies upon the timely pursuit of complaints and referrals to ensure compliance with the law. Investigations concerning activity more remote in time usually require a greater commitment of resources, primarily due to the fact that the evidence of such activity becomes more difficult to develop as it ages. Focusing investigative efforts on more recent and more significant activity also has a more positive effect on the electoral process and the regulated community. In recognition of this fact, EPS provides us with the

[3] These cases are: RAD 97L-10 (*Citizens for Randy Borow*); RAD 97L-16 (*Republican State Central Committee of South Dakota*); Pre-MUR 347 (*Producers Lloyds Insurance Company*); Pre-MUR 348 (*Peoples National Bank of Commerce*); Pre-MUR 349 (*Trump Plaza*); Pre-MUR 350 (*Citibank, N.A.*); Pre-MUR 355 (*Feingold Senate Committee*); MUR 4494 (*Georgianna Lincoln*); MUR 4586 (*Friends of Zach Wamp*); MUR 4590 (*Oklahoma Education Association*); MUR 4600 (*San Diego Police Officers Assoc.*); MUR 4612 (*Teresa Doggett for Congress*); MUR 4615 (*Catholic Democrats for Christian Values*); MUR 4616 (*American Legislative Exchange Council*); MUR 4620 (*Eastern Connecticut Chamber of Commerce*); MUR 4622 (*Telles for Mayor*); MUR 4628 (*Gutknecht for Congress*); MUR 4629 (*Janice Schakowsky*); MUR 4636 (*IBEW Local 505*); MUR 4637 (*Dettman for Congress*); MUR 4639 (*Larson for Congress*); MUR 4641 (*Becker for Congress*); MUR 4644 (*Detroit City Council*); MUR 4651 (*Mike Ryan*); MUR 4653 (*Pritzker for Congress*); MUR 4656 (*H. Carroll for Congress*); and MUR 4657 (*Buchanan for President*).

804385334

means to identify those cases which, though earning a higher rating when received, remained unassigned for a significant period due to a lack of staff resources for effective investigation. The utility of commencing an investigation declines as these cases age, until they reach a point when activation of a case would not be an efficient use of the Commission's resources.

We have identified cases that have remained on the Central Enforcement Docket for a sufficient period of time to render them stale. We are recommending the closure of cases based on staleness.[6]

2804853342

[6] These cases are: MUR 4283 (*Chenoweth for Congress*); MUR 4341 (*Juan Soltz for Congress*); MUR 4402 (*U.S. Representative Helen Chenoweth*); MUR 4435 (*Lincoln for Congress*); MUR 4439 (*UAW*); MUR 4442 (*Lipinski for Congress*); MUR 4444 (*Roberts for Congress*); MUR 4445 (*Randy Tate for Congress*); MUR 4446 (*Clinton/Gore '96 Primary*); MUR 4447 (*Random House, Inc.*); MUR 4449 (*Clinton Administration*); MUR 4453 (*Mike Ward for Congress*); MUR 4454 (*Ralph Nader*); MUR 4459 (*Clinton/Gore '96*); MUR 4474 (*Salm for Senate*); MUR 4477 (*BBDO-New York*); MUR 4481 (*Diamond Bar Caucus*); MUR 4485 (*Perot '92 Petition Committee*); MUR 4486 (*Bunda for Congress*); MUR 4495 (*Pennsylvania PACE for Federal Elections*); MUR 4496 (*Norwood for Congress*); MUR 4497 (*Pease for Congress*); MUR 4510 (*Stabenow for Congress*); MUR 4511 (*Bob Coffin for Congress*); MUR 4514 (*Friends for Franks*); MUR 4515 (*Clinton Investigative Commission*); MUR 4521 (*WMAL 630 AM*); MUR 4525 (*Senator Larry Pressler*); MUR 4527 (*Brennan for Senate*); MUR 4536 (*Signature Properties, Inc.*); MUR 4540 (*Tim Johnson for SD*); MUR 4542 (*Dan Frisa for Congress*); MUR 4552 (*Charles W. Norwood*); MUR 4554 (*John Byron for Congress*); MUR 4556 (*Jim Wiggins for Congress*); MUR 4561 (*Jay Hoffman for Congress*); MUR 4564 (National Republican Congressional Committee); MUR 4567 (DNC Services Corp.); MUR 4569 (McGovern Committee); RAD 96L-11 (*New York Republican County Committee*); Pre-MUR 343 (*NRSC*); and Pre-MUR 312 (*Joseph Demio*). The *Demio* case involves fundraising related to former Congresswoman Mary Rose Oakar's 1992 congressional campaign. It was held as a courtesy to the Department of Justice pending resolution of a parallel criminal matter in the District Court for the District of Columbia. Mr. Demio recently entered into a plea agreement with the Department of Justice (on which we were not consulted) in which he agreed, among other things, to waive the statute of limitations regarding civil violations of the FECA. Considering the age of the case and activity, the fact that DOJ has not formally referred this matter to us, and the Commission's continuing resource constraints, dismissal is the appropriate disposition of this matter.

We recommend that the Commission exercise its prosecutorial discretion and direct closure of the cases listed below, effective November 17, 1997. Closing these cases as of this date will permit CED and the Legal Review Team the necessary time to prepare closing letters and case files for the public record.

III. RECOMMENDATIONS.

A. Decline to open a MUR, close the file effective November 17, 1997, and approve the appropriate letters in the following matters:

RAD 96L-11	Pre-MUR 312	Pre-MUR 349
	Pre-MUR 343	Pre-MUR 350
RAD 97L-10	Pre-MUR 347	Pre-MUR 355
RAD 97L-16	Pre-MUR 348	

2043853313

B. Take no action, close the file effective November 17, 1997, and approve the appropriate letters in the following matters:

MUR 4283	MUR 4495	
MUR 4341	MUR 4496	MUR 4569
MUR 4402	MUR 4497	MUR 4586
MUR 4435	MUR 4510	MUR 4590
MUR 4439	MUR 4511	MUR 4600
MUR 4442	MUR 4514	MUR 4612
MUR 4444	MUR 4515	MUR 4615
MUR 4445		MUR 4616
MUR 4446	MUR 4521	MUR 4620
MUR 4447	MUR 4525	MUR 4622
MUR 4449	MUR 4527	MUR 4628
MUR 4453	MUR 4536	MUR 4629
MUR 4454	MUR 4540	MUR 4636
MUR 4459	MUR 4542	MUR 4637
MUR 4474	MUR 4552	MUR 4639
MUR 4477	MUR 4554	MUR 4641
MUR 4481	MUR 4556	MUR 4644
MUR 4485	MUR 4561	MUR 4651
MUR 4486		MUR 4653
	MUR 4564	MUR 4656
MUR 4494	MUR 4567	MUR 4657

7/97
Date

Lawrence M. Noble
General Counsel

2004385334

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	Agenda Document No. X97-77
Enforcement Priority	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on December 2, 1997, do hereby certify that the Commission took the following actions with respect to Agenda Document No. X97-77:

1. Decided by a vote of 5-0 to

   A. Decline to open a MUR, close the file effective December 15, 1997, and approve the appropriate letters in the following matters:

1.	RAD 96L-11	7.	Pre-MUR 347
		8.	Pre-MUR 348
3.	RAD 97L-10	9.	Pre-MUR 349
4.	RAD 97L-16	10.	Pre-MUR 350
5.	Pre-MUR 312	11.	Pre-MUR 355
6.	Pre-MUR 343		

   B. Take no action, close the file effective December 15, 1997, and approve the appropriate letters in the following matters:

1.	MUR 4283	6.	MUR 4442
2.	MUR 4341	7.	MUR 4444
3.	MUR 4402	8.	MUR 4445
4.	MUR 4435	9.	MUR 4446
5.	MUR 4439	10.	MUR 4447

(continued)

0043853343

11.	MUR 4449	36.	MUR 4556
12.	MUR 4453	37.	MUR 4561
13.	MUR 4454	38.	MUR 4564
14.	MUR 4459	39.	MUR 4567
15.	MUR 4474	40.	MUR 4569
16.	MUR 4477	41.	MUR 4586
17.	MUR 4481	42.	MUR 4590
18.	MUR 4485	43.	MUR 4600
19.	MUR 4486	44.	MUR 4612
20.	MUR 4494	45.	MUR 4615
21.	MUR 4495	46.	MUR 4616
22.	MUR 4496	47.	MUR 4620
23.	MUR 4497	48.	MUR 4622
24.	MUR 4510	49.	MUR 4628
25.	MUR 4511	50.	MUR 4629
26.	MUR 4514	51.	MUR 4636
27.	MUR 4515	52.	MUR 4637
28.	MUR 4521	53.	MUR 4639
29.	MUR 4525	54.	MUR 4641
30.	MUR 4527	55.	MUR 4644
31.	MUR 4536	56.	MUR 4651
32.	MUR 4540	57.	MUR 4653
33.	MUR 4542	58.	MUR 4656
34.	MUR 4552	59.	MUR 4657
35.	MUR 4554		

Commissioners Aikens, Elliott, McDonald, McGarry, and Thomas voted affirmatively for the decision.

Attest:

12-4-97
Date

Marjorie W. Emmons
Secretary of the Commission

20438533416

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 15, 1997

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Robert J. Ferderer
1586 Blackhawk Hills Road
Eagan, MN 55122

RE: MUR 4639

Dear Mr. Ferderer:

On May 19, 1997, the Federal Election Commission received your complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act").

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against the respondents. See attached narrative. Accordingly, the Commission closed its file in this matter on December 15, 1997. This matter will become part of the public record within 30 days.

The Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

20043853334

MUR 4639
LARSON FOR CONGRESS

Robert Ferderer alleges that Andy Larson, who lost the 1996 General Election with 24% of the vote in Minnesota's 8th Congressional District, and Andy Larson for Congress (the "Committee") denied him payment for services rendered under a written agreement, the copy of which included in the complaint was unsigned by the Committee. Mr. Ferderer alleges that the Committee did not report any debt owed to him or make any payments to him. Mr. Ferderer acknowledges that his lawsuit filed against the committee was dismissed with prejudice by the court.

Respondent Andy Larson states that he understood Mr. Ferderer was a volunteer to help with fundraising. When Mr. Ferderer later asked Mr. Larson to draw up a contract based on a reported conversation with the Committee chair, George Cable, Mr. Larson agreed, writing in what he would expect of a campaign employee though he still viewed Mr. Ferderer as a volunteer. The contract was never signed by Mr. Larson or the Committee. Respondent George Cable states in his response that he never agreed to or committed the campaign to hiring or paying Mr. Ferderer. Mr. Larson further asserts that the treasurer received no claims for payment from the complainant, and that the Committee has not reported this as a debt because it does not acknowledge this as a debt reportable to the FEC.

This matter is less significant relative to other matters pending before the Commission.

2004785338

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 15, 1997

George A. Cable, Chairman
Andy Larson for Congress Committee
12215 Lake Lane
Lindstrom, MN 55045

RE: MUR 4639

Dear Mr. Cable:

On May 23, 1997, the Federal Election Commission notified you of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against you. See attached narrative. Accordingly, the Commission closed its file in this matter on December 15, 1997.

The confidentiality provisions of 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record prior to receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Jennifer H. Boyt on our toll-free number, (800)-424-9530. Our local number is (202) 219-3690.

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

2043853343

MUR 4639
LARSON FOR CONGRESS

Robert Ferderer alleges that Andy Larson, who lost the 1996 General Election with 24% of the vote in Minnesota's 8th Congressional District, and Andy Larson for Congress (the "Committee") denied him payment for services rendered under a written agreement, the copy of which included in the complaint was unsigned by the Committee. Mr. Ferderer alleges that the Committee did not report any debt owed to him or make any payments to him. Mr. Ferderer acknowledges that his lawsuit filed against the committee was dismissed with prejudice by the court.

Respondent Andy Larson states that he understood Mr. Ferderer was a volunteer to help with fundraising. When Mr. Ferderer later asked Mr. Larson to draw up a contract based on a reported conversation with the Committee chair, George Cable, Mr. Larson agreed, writing in what he would expect of a campaign employee though he still viewed Mr. Ferderer as a volunteer. The contract was never signed by Mr. Larson or the Committee. Respondent George Cable states in his response that he never agreed to or committed the campaign to hiring or paying Mr. Ferderer. Mr. Larson further asserts that the treasurer received no claims for payment from the complainant, and that the Committee has not reported this as a debt because it does not acknowledge this as a debt reportable to the FEC.

This matter is less significant relative to other matters pending before the Commission.

2043853350

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 15, 1997

Susan L. Coen, Treasurer
Andy Larson for Congress Committee
3002 E. Superior Street
Duluth, MN 55810

RE: MUR 4639

Dear Ms. Coen:

On May 23, 1997, the Federal Election Commission notified you of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against Andy Larson for Congress Committee and you, as treasurer. See attached narrative. Accordingly, the Commission closed its file in this matter on December 15, 1997.

The confidentiality provisions of 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record prior to receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Jennifer H. Boyt on our toll-free number, (800)-424-9530. Our local number is (202) 219-3690.

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

20438533558

MUR 4639
LARSON FOR CONGRESS

Robert Ferderer alleges that Andy Larson, who lost the 1996 General Election with 24% of the vote in Minnesota's 8th Congressional District, and Andy Larson for Congress (the "Committee") denied him payment for services rendered under a written agreement, the copy of which included in the complaint was unsigned by the Committee. Mr. Ferderer alleges that the Committee did not report any debt owed to him or make any payments to him. Mr. Ferderer acknowledges that his lawsuit filed against the committee was dismissed with prejudice by the court.

Respondent Andy Larson states that he understood Mr. Ferderer was a volunteer to help with fundraising. When Mr. Ferderer later asked Mr. Larson to draw up a contract based on a reported conversation with the Committee chair, George Cable, Mr. Larson agreed, writing in what he would expect of a campaign employee though he still viewed Mr. Ferderer as a volunteer. The contract was never signed by Mr. Larson or the Committee. Respondent George Cable states in his response that he never agreed to or committed the campaign to hiring or paying Mr. Ferderer. Mr. Larson further asserts that the treasurer received no claims for payment from the complainant, and that the Committee has not reported this as a debt because it does not acknowledge this as a debt reportable to the FEC.

This matter is less significant relative to other matters pending before the Commission.

2005853524

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

December 15, 1997

Andrew R. Larson
31 W. Superior St.
Suite 402
Duluth, MN 55801

RE: MUR 4639

Dear Mr. Larson:

On May 23, 1997, the Federal Election Commission notified you of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission has determined to exercise its prosecutorial discretion and to take no action against you. See attached narrative. Accordingly, the Commission closed its file in this matter on December 15, 1997.

The confidentiality provisions of 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record prior to receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Jennifer H. Boyt on our toll-free number, (800)-424-9530. Our local number is (202) 219-3690.

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

Attachment
Narrative

MUR 4639
LARSON FOR CONGRESS

Robert Ferderer alleges that Andy Larson, who lost the 1996 General Election with 24% of the vote in Minnesota's 8th Congressional District, and Andy Larson for Congress (the "Committee") denied him payment for services rendered under a written agreement, the copy of which included in the complaint was unsigned by the Committee. Mr. Ferderer alleges that the Committee did not report any debt owed to him or make any payments to him. Mr. Ferderer acknowledges that his lawsuit filed against the committee was dismissed with prejudice by the court.

Respondent Andy Larson states that he understood Mr. Ferderer was a volunteer to help with fundraising. When Mr. Ferderer later asked Mr. Larson to draw up a contract based on a reported conversation with the Committee chair, George Cable, Mr. Larson agreed, writing in what he would expect of a campaign employee though he still viewed Mr. Ferderer as a volunteer. The contract was never signed by Mr. Larson or the Committee. Respondent George Cable states in his response that he never agreed to or committed the campaign to hiring or paying Mr. Ferderer. Mr. Larson further asserts that the treasurer received no claims for payment from the complainant, and that the Committee has not reported this as a debt because it does not acknowledge this as a debt reportable to the FEC.

This matter is less significant relative to other matters pending before the Commission.

0 4 3 8 5 3 3 4

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 4639

DATE FILMED 1-12-98 CAMERA NO. 2

CAMERAMAN E.S

5
9043885333

FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Date: 9/1/00

✓ Microfilm

_____ Press

THE ATTACHED MATERIAL IS BEING ADDED TO CLOSED MUR 4693

20044402.04600

RECEIVED
FEC MAIL ROOM
2000 AUG 29 P 2:14

WASHINGTON STATE REPUBLICAN PARTY

August 25, 2000

Via Registered Mail

Federal Election Commission
Attn: Ruth Heilizer
999 E. Street NW
Washington DC 20463

Dear Ms. Heilizer:

Enclosed is a check in the amount of $4,000 as our September 1, 2000 installment. Please feel free to contact me with any questions.

Sincerely,

Kelly Hinton
Executive Director

16400 SOUTHCENTER PARKWAY, SUITE 200 • SEATTLE, WASHINGTON 98188
206.575.2900 • FAX 206.575.1730

20000829002 0401

20.04.402.0402

WASHINGTON STATE REPUBLICAN PARTY 1420

PO#6112	5/1/00	30,000.00	4,000.00

8/23/00 1420 Federal Election Commission $4,000.00

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.

WASHINGTON STATE REPUBLICAN PARTY
STATE EXEMPT ACTIVITIES ACCOUNT
16400 SOUTHCENTER PKWY., STE. 200
SEATTLE, WA 98188

NATIONAL BANK OF TUKWILA
505 INDUSTRY DR. • P.O. BOX 58690
TUKWILA, WA 98188

19-798/1250

1420

CHECK NO.	DATE	AMOUNT
1420	Aug 23, 2000	*******$4,000.00

Memo: MUR4693 4737 4868

PAY TO THE ORDER OF: Four Thousand and 0/100 Dollars

Federal Election Commission
999 E Street NW
Washington, DC 20463

QUALIFIED STATE MULTI-CANDIDATE COMMITTEE

⑈001420⑈ ⑆125007988⑆ 2347⑈ 115327⑈

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES A SECURITY SCREEN - HOLD AT ANGLE TO VIEW

Do Not Separate From Document

CORRESPONDENCE CONTROL SLIP

Federal Election Commission

Kelly Hinton
16400 Southcenter
Seattle Wa 98188

Subject of Correspondence
MUR 4963 $4,000.00 CK

Receipt Date	**Suspense Date**
08/29/2000	09/19/2000

Route to	**of**
1. RSwinton	Administrative Division
2. Docket	General Counsel
3.	
4.	

Special Instructions

Suspense No 000223

FEC Form 10-17 (Revised October 1999)

20+0-20+-+0-02

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 30, 2000

TWO WAY MEMORANDUM

TO: OGC Docket

FROM: Rosa E. Swinton RES
Accounting Technician

SUBJECT: Account Determination for Funds Received

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL

AUG 30 10 59 AM '00

We recently received a check from **Washington State Republican Party**, check number **1420, dated August 23, 2000,** for the amount of **$4,000.00** A copy of the check and any correspondence is being forwarded. Please indicate below which account the funds should be deposited and give the MUR/Case number and name associated with the deposit.

==========
==========

TO: Rosa E. Swinton
Accounting Technician

FROM: OGC Docket

SUBJECT: Disposition of Funds Received

In reference to the above check in the amount of $ 4000.00, the MUR/Case number is 4693 and in the name of Washington State Republican Party.
Place this deposit in the account indicated below:

✓ Budget Clearing Account (OGC), 95F3875.16

___ Civil Penalties Account, 95-1099.160

___ Other: _____.

Tim C Stevens
Signature

8-30-00
Date

20044024004